



**CITY COUNCIL
MEETING AGENDA**

**May 16, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

Topic: Water Reclamation Facility Plan

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, PRESENTATION:

ACTION ITEM

- a. Proclamation – National Public Works Week
- b. Category H Transportation Award for the Intersection of Poleline Avenue and Cecil Road

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – May 2, 2023, City Council Meeting
- b. Payables – April 25, 2023 – May 8, 2023
- c. 2023 Intergovernmental Agreement with Rathdrum for Prosecution Services
- d. Agreement with Kootenai Electrical Cooperative Inc. for Electrical Infrastructure Easement and Road Rights of Way

- e. Fanning Addition to Alan Park Business Center Minor Subdivision Plat Application
- f. Pretreatment Sampling Agreement with Burly Products, Inc.
- g. Sanitary Sewer and Utilities Easement for Prairie Crossing
- h. Water Division Purchase of Mini-Excavator
- i. Employment Contract with Janet Best as Human Resources Director

2. APPOINTMENTS

ACTION ITEMS:

- a. Oath of Office for Human Resources Director

3. 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. CANCELED - Impact Fees

4. 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. Recycled Water Reuse Permit Application for the Post Falls Community Forest

5. 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. Approval to Purchase Four New Volvo L70H Loaders with Gated Snow Plows
- b. Federal Grant Funding Application for Forest Management in City Natural Areas

6. 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.

7. ADMINISTRATIVE / STAFF REPORTS

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

- a. Parks Projects Update – Robbie Quinn, Parks Planner Presenting

8. 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.

9. EXECUTIVE SESSION

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

ACTION ITEM (To enter into executive session only):

RETURN TO REGULAR SESSION

ADJOURNMENT

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

Mayor Ronald G. Jacobson

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

Mission

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

Vision

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

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

Calendar of Meetings & Events

May 16	5:00 pm	<u>City Council Workshop</u> – Water Reclamation Facility Plan
May 16	6:00 pm	<u>City Council</u>
May 17	5:30 pm	Planning and Zoning Commission
May 18	8:00 am	Urban Renewal Agency
May 23	6:00 pm	Parks and Recreation Commission
May 29		City business offices are closed in Observance of Memorial Day
May 30	5:30 pm	Planning and Zoning Commission
Jun 6	5:00 pm	<u>City Council Workshop</u> – FY24 Budget
Jun 6	6:00 pm	<u>City Council</u>
Jun 10		Last Day of School
Jun 13	5:30 pm	Planning and Zoning Commission
Jun 15	8:00 am	Urban Renewal Agency
Jun 15	5:30 pm	<u>City Council</u> – moved from June 20th
Jun 18		Father’s Day
Jun 19		City Business offices are closed in Observance of Juneteenth
Jun 20	6:00 pm	<u>City Council</u> – Canceled moved to June 15th
Jun 27	6:00 pm	Parks and Recreation Commission - Workshop
Jul 4		City Business offices are close in Observance of the 4th of July
Jul 5	5:00 pm	<u>City Council Workshop</u> – FY24 Budget
Jul 5	6:00 pm	<u>City Council</u>
Jul 7		Post Falls Festival
Jul 8		Post Falls Festival
Jul 9		Post Falls Festival
Jul 11	5:30 pm	Planning and Zoning Commission
Jul 13	8:00 am	Urban Renewal Agency
Jul 18	5:00 pm	<u>City Council – Workshop</u>
Jul 18	6:00 pm	<u>City Council</u>
Jul 25	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting

May 16th, 2023

Council Agenda Memorandum

TO: Mayor Ron Jacobson

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

FROM: Shelly Enderud, City Administrator

CC: Department Heads

5:00pm Workshop – Water Reclamation Facility Plan

Ceremonies, Announcements, Presentation:

- a. Proclamation – National Public Works Week
- b. Category H Transportation Award for the Intersection of Poleline Avenue and Cecil Road – Jay Hassel from JUB will be presenting this award.

1. Consent Calendar

- c. 2023 Intergovernmental Agreement with Rathdrum for Prosecution Services – The Legal Department requests approval of the 2023 Intergovernmental Agreement with Rathdrum for prosecution services. Post Falls has provided prosecution services for Rathdrum since 2015. The fees for such were last increased in 2019. It was determined an increase was warranted this year and negotiated from \$64,800 to \$70,000. If approved, the Mayor shall sign the agreement.
- d. Agreement with Kootenai Electrical Cooperative Inc. for Electrical Infrastructure Easement and Road Rights of Way – The Engineering Division requests approval of an agreement with Kootenai Electrical Cooperative Inc. (KEC) dedicating a 10-foot electrical infrastructure easement to them on Prairie Avenue. Roadway widening and dedication of rights-of-way with annexations have created a situation where KEC's infrastructure will need to be relocated. The relocation will take place within the roads rights-of-way between the future multi-use path and the property line of the Tullamore Sports Complex. The new location is unlikely to cause any future conflicts with future improvements. If approved, the Mayor will sign the agreement.

- e. Fanning Addition to Alan Park Business Center Minor Subdivision Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.
- f. Pretreatment Sampling Agreement with Burly Products, Inc. – The Public Works Department requests approval of the Pretreatment Sampling Agreement with Burly Products Inc. The previous agreement was approved by Council in April 2022. The past agreement for pretreatment sampling by City Staff on behalf of Burly Products expired in April 2023. Burly would like to renew the agreement and it is recommended by staff that Council approve the renewed agreement. The proposed renewal will allow for trained City Staff to continue to collect and transmit samples to a contract laboratory on behalf of Burly while all other permit requirements remain the responsibility of Burly. The City Fee Schedule allows for City reimbursement of sampling costs therefore there will be no additional expense to the City for the sampling. If approved, the Mayor shall sign the agreement.
- g. Sanitary Sewer and Utilities Easement for Prairie Crossing - The Engineering Division requests approval of the dedication of an easement to the City for the extension of sanitary sewer needed to service the Prairie Crossing and Jacklin Highway 41 Projects. Dedication of a permanent easement is necessary to secure ownership of the sewer mains and facilitate the City's ability to access, maintain, and operate such upon completion. If approved, the Mayor will sign the Grant of Easement.
- h. Water Division Purchase of Mini-Excavator – The Water Division requests approval of the purchase of a mini excavator. This equipment will work better in constrained areas such as alleyways and between buildings for water main maintenance and emergency line repairs. Total fiscal impact is \$56,507.65 which was budgeted in the FY 23 budget and will be paid out of the Water budget. If approved, the excavator will be purchased.
- i. Employment Contract with Janet Best as Human Resources Director – Staff recommends approving the contract with Janet Best to serve as the Human Resources Director. The current HR Director is retiring. Janet currently works in HR and successfully interviewed to become the new director. The HR Director position is appointed by the Mayor and confirmed by a majority vote of the Council. Appointed officers are employed under an employment contract. The major terms of this agreement are consistent with the terms in the contracts with the other appointed officers of the City. If approved, the Mayor will sign the provided documents.

2. [Appointments](#)

- a. Oath of Office for Human Resources Director

3. [Public Hearings](#)

- a. Impact Fees – Opportunity for public comment is given on the proposed changes to the City's impact fees. These changes were previously presented and discussed with Council at the March 21, 2023, Council hearing after Council requested some of the original proposed changes be reduced at the February 21, 2023, Council meeting. At the March

21, 2023, hearing, the resolution draft failed to include the updates to the multi-family and commercial components of the fee. The process tonight corrects that error and includes these fees. After comment and discussion, Council may direct staff to return to Council with a fee resolution for adoption.

4. Unfinished Business

- a. Recycled Water Reuse Permit Application for the Post Falls Community Forest – The Public Works Department requests approval of the Idaho DEQ Recycled Water Reuse Permit Application for the Post Falls Community Forest. The Utilities Division and T-O Engineers have been evaluating the Community Forest property since 2017. Work completed in the Phase II Hydrogeological Investigation completed the items necessary to prepare the site for permitting the property for land application of treated effluent as shown in the Technical Report for Wastewater Reuse Permit. If Council approves the application, it will be sent to Idaho DEQ to develop a reuse permit for the site.

5. New Business

- a. Approval to Purchase Four New Volvo L70H Loaders with Snowplows – Public Works Maintenance Manager Ross Junkin requests approval to purchase four new Volvo loaders with gated snowplows and accessories from Pac West Machinery LLC using Sourcewell cooperative purchasing pricing. The new loaders will replace the City’s existing loaders that were built in 1992, 1998, and 2005. The new loaders will increase the loader fleet from seven to eight and will primarily be used to remove snow and maintain the existing level of service the city provides during snow events. They will also allow flexibility and coverage when equipment failures occur. Total fiscal impact is \$1,004,385 (which includes a 43.6% Sourcewell discount) to be paid from the vehicle and equipment replacement fund. If approved, the loaders will be purchased.
- b. Federal Grant Funding Application for Forest Management in City Natural Areas - Urban Forester Preston Hill requests approval to apply for grant funding through the US Forest Service for forest management in city natural areas. If awarded, funding would be used toward forest management goals in the City’s three largest natural areas including the Post Falls Community Forest, Black Bay Park, and Kiwanis Park. The funding request is expected to be around \$250,000, with no matching funds from the City required.

6. Administrative / Staff Reports

- a. Parks Projects Update – Parks Planner Robbie Quinn will present this report.

8. Executive Session

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



**CITY COUNCIL
MEETING MINUTES**

**May 2, 2023
6:00 PM**

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

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

None

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – April 18, 2023, City Council Meeting
- b. Payables – April 11, 2023 – April 24, 2023
- c. Grant of Water Line Easement to Ross Point Water District
- d. FY24 Public Transportation Contribution
- e. February 2023 Cash and Investments
- f. Street Division Disposal of Vehicle Lift

- g. Brightly Mutual Confidentiality Agreement for Parks Division to Test Operations Software
- h. Police Department Asset Disposal of Totaled Patrol Vehicle
- i. Retirement of K9 Duco from the Police Department
- j. Creative Storage Solutions Plat Application
- k. Purchase of Compact Track Loader with Attachments by the Parks Division

Motion by Borders to accept the Consent Calendar as presented.

Second by Walker.

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

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

None

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. Ordinance – Terminating the Center Point Urban Renewal District

Motion by Thoreson to place the Ordinance Terminating the Center Point Urban Renewal District on its first and only reading by title only while under suspension of the rules.

Second by Borders.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; RECITING A BRIEF HISTROY OF THE CENTER POINT URBAN RENEWAL PLAN APPROVED PURSUANT TO POST FALLS ORDINANCE 1016; DIRECTING TERMINATION OF THE CENTER POINT URBAN RENEWAL REVENUE ALLOCATION AREA ESTABLISHED PURSUANT TO POST FALLS ORDINANCE 1016; AUTHORIZING CITY STAFF TO TAKE ALL STEPS TO IMPLEMENT THIS ORDINANCE; PROVIDE FOR REPEAL OF CONFLICTING ORDINANCE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Motion by Thoreson to approve the Ordinance Terminating the Center Point Urban Renewal District and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Borders.

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

Motion Carried

- b. Ordinance – Terminating the East Post Falls Urban Renewal District

Motion by Thoreson to place the Ordinance Terminating the East Post Falls Urban Renewal District on its first and only reading by title only while under suspension of the rules.

Second by Borders.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; RECITING A BRIEF HISTORY OF THE EAST POST FALLS URBAN RENEWAL PLAN APPROVED PURSUANT TO POST FALLS ORDINANCE 1017; DIRECTING TERMINATION OF THE EAST POST FALLS URBAN RENEWAL REVENUE ALLOCATION AREA ESTABLISHED PURSUANT TO POST FALLS ORDINANCE 1017; AUTHORIZING CITY STAFF TO TAKE ALL STEPS TO IMPLEMENT THIS ORDINANCE; PROVIDE FOR REPEAL OF CONFLICTING ORDINANCE PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Motion by Thoreson to approve the Ordinance Terminating the East Post Falls Urban Renewal District and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Borders.

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

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:

None

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.

None

6. ADMINISTRATIVE / STAFF REPORTS

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

a. Population Density: Bob Seale, Community Development Director presenting:

The cities with the largest percentage of estimated growth were Post Falls and Rathdrum, when each grew by 10% from 2020 to 2021. Though Rathdrum only added 1,000 people while Post Falls added over 4,000. Coeur d' Alene added just over 1,300 people in the same time and grew by only 2.5%. Hayden grew by 4% from 2020 to 2021, adding 638 people. The City of Post Falls has adopted the KMPO's annual growth rate projection of 4.8% for future planning purposes. This forecast provides a working target for City plans regarding land and service demands, future revenue estimates, and budgeting priorities. This projection will directly impact the City's Capital Improvement Plan and influence other master plans of the City and the region.

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

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

ACTION ITEM (To enter into executive session only):

None

ADJOURNMENT 6:12 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable

channel 1300 (formerly 97.103) as well as the City's YouTube Channel
(<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

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

Mission

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

Vision

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

"Where opportunities flow and community is a way of life"

Post Falls Check Approval



City of Post Falls

Packet: APPKT10696 - Check Run 5.10.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 5/10/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN11757	ANTHEM PACIFIC HOMES	APMWB	Check	Bond Release - 1434	Bond Release - 1434 W. Green Crest	001-22115	2,000.00
				Bond Release - 1472	Bond Release - 1472 W. Green Crest	001-22115	2,000.00
VEN06558	ARCHITERRA HOMES	APMWB	Check	Bond Release - 3129	Bond Release - 3129 N. Cassiopeia	001-22115	2,000.00
				BOND RELEASE - 2	BOND RELEASE - 2916 N ANDROMEDA	001-22115	2,000.00
				BOND RELEASE - 2	BOND RELEASE - 2959 N ANDROMEDA	001-22115	2,000.00
				BOND RELEASE - 2	BOND RELEASE - 2962 N ANDROMEDA	001-22115	2,000.00
				BOND RELEASE - 2	BOND RELEASE - 2965 N ANDROMEDA	001-22115	2,000.00
				BOND RELEASE - 3	BOND RELEASE - 3110 N ANDROMEDA	001-22115	2,000.00
				BOND RELEASE - 3	BOND RELEASE - 3177 N. CASSIOPEIA	001-22115	2,000.00
VEN12718	VIKING CONSTRUCTION	APMWB	Check	Bond Release	Bond Release - 3290 N. Fireball	001-22115	2,000.00
				Bond Release - 1225	Bond Release - 1225 E. Allenby	001-22115	2,000.00
				Bond Release - 3289	Bond Release - 3289 N. Fireball	001-22115	2,000.00
				BOND RELEASE - 8	BOND RELEASE - 886 E ALLENBY	001-22115	2,000.00
Balance Sheet Accounts Total:							26,000.00
Dept: 411 Mayor & Council							
V040	ODP Business Solutions	APMWB	Check	312224554001	Office Supplies-Admin	001-411.0000.63060	27.40
Dept 411 Total:							27.40
Dept: 413 General Services							
C4001	Costco Membership	APMWB	Check	04282023	Company membership	001-413.0000.62060	120.00
V040	ODP Business Solutions	APMWB	Check	312224554001	Office Supplies-Admin	001-413.0000.63060	36.51
Dept 413 Total:							156.51
Dept: 414 Finance							
V040	ODP Business Solutions	APMWB	Check	312224554001	Office Supplies-Admin	001-414.0000.63060	27.67
				312225570001	Office supplies-Finance	001-414.0000.63060	46.89
				312224554001	Office Supplies-Admin	001-414.0000.63060	146.80
VEN02035	Staples, Inc	APMWB	Check	3536821419	Office Supplies-Finance	001-414.0000.63060	56.28
				3536821421	Office Supplies- Finance	001-414.0000.63060	35.59
Dept 414 Total:							313.23
Dept: 415 City Clerk							
VEN03335	Francotyp-Postalia Inc	APMWB	Check	RI105719826	Postage Machine 4/3/23-7/2/23	001-415.0000.66080	135.00
V040	ODP Business Solutions	APMWB	Check	312224554001	Office Supplies-Admin	001-415.0000.66050	18.26
Dept 415 Total:							153.26
Dept: 418 Human Resources							
V040	ODP Business Solutions	APMWB	Check	310292769001	Office Supplies-HR	001-418.0000.63060	17.02
				312224554001	Office Supplies-Admin	001-418.0000.63060	36.51

Packet: APPKT10696 - Check Run 5.10.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 5/10/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 421 Police					
VEN14145	Charter Communications				
APMWB	Check	0337140042023	Internet	001-421.0000.65030	159.98
C220	Coleman Oil Co				
APMWB	Check	CL75461	PD fuel	001-421.0000.64030	5,237.17
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	15550	Wrap repair - PFPD132	001-421.0000.67170	751.00
G020	Galls, LLC				
APMWB	Check	024182759	Patrol pants - Roach	001-421.4000.72000	83.29
		024260642	Nametag - Roach	001-421.4000.72000	9.20
		024217852	Uniform shirts - Roach	001-421.4000.72000	54.59
		024153633	Uniform gear - Roach	001-421.4000.72000	660.00
VEN02177	Idaho Chiefs of Police Association				
APMWB	Check	12	Re-accreditation fee	001-421.0000.62040	1,000.00
VEN02453	Idaho POST				
APMWB	Check	S23086509	Class registration - Harmon	001-421.0000.64020	125.00
VEN13191	Intermax Networks				
APMWB	Check	260826	Direct fiber connect to County	001-421.0000.62040	475.00
VEN07726	Jon Dekeles				
APMWB	Check	050423	Chaplain stipend - April	001-421.0000.62370	100.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	6248283	Electrical repairs - PFPD1	001-421.0000.67170	939.85
VEN01250	Kootenai County EMS System				
APMWB	Check	1457	AED pads	001-421.0000.67020	151.20
K140	Kootenai Electric				
APMWB	Check	1588061_042823	Blossom Mtn electric	001-421.0000.65021	441.20
VEN14726	Lloyd's Automotive				
APMWB	Check	117332	Tire repair - PFPD99	001-421.0000.67170	160.84
VEN14071	Medtech Forensics, Inc				
APMWB	Check	39625	Evidence gun boxes	001-421.0000.63920	55.97
VEN14015	Midway Hyundai				
APMWB	Check	168266	Alignment - PFPD104	001-421.0000.67170	79.95
		168217	Alignment - PFPD98	001-421.0000.67170	69.95
N001	Napa Auto Parts				
APMWB	Check	3688-227024	Oil filters - PD stock	001-421.0000.67100	33.76
		3688-227043	Motor mount - PFPD98	001-421.0000.67100	45.98
		3688-226950	Headlight bulbs - stock	001-421.0000.67100	41.96
		3688-227397	Battery - PFPD142	001-421.0000.67100	274.68
		3688-228346	Engine mount - PFPD99	001-421.0000.67100	53.65
		3688-228351	Dexron ATF - Stock	001-421.0000.67100	55.92
		3688-227209	Water pump - PFPD99	001-421.0000.67100	68.21
		3688-228302	Credit for return	001-421.0000.67100	-45.98
		3688-227154	Motor mount - PFPD98	001-421.0000.67100	73.42
		3688-226056	Control arm assembly - PFPD104	001-421.0000.67100	93.80
		3688-228294	Control arm assembly - PFPD102	001-421.0000.67100	93.80
		3688-228293	Sway bars - PFPD102	001-421.0000.67100	120.72
		3688-227210	Rotors - PFPD99	001-421.0000.67100	134.87
		3688-225972	Battery - PFPD134	001-421.0000.67100	143.12
		3688-227347	Tie Rod Ends - PD98	001-421.0000.67100	170.00
		3688-226881	Radiator - PFPD98	001-421.0000.67100	193.57
		3688-228295	Belt - PFPD102	001-421.0000.67100	29.86
V040	ODP Business Solutions				
APMWB	Check	309891337001	Office Supplies- Police	001-421.0000.63060	470.85
		304331156001	Office supplies- PD	001-421.0000.66042	455.56
R251	Serights Ace Hardware				
APMWB	Check	342267/1	Pipe repair items	001-421.0000.68010	28.04
VEN08558	Stop Stick, LTD.				
APMWB	Check	0029060-IN	Spike strips	001-421.0000.67020	1,170.00
VEN14584	Sylint, LLC				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	17928	Monthly Cyber support	001-421.0000.66043	11,507.51
W181	Western States Fire Protection						
		APMWB	Check	WSF507474	Fire alarm system repairs	001-421.0000.68010	310.00
VEN14328	ZaccWorks						
		APMWB	Check	2023-042B	PD Server maintenance	001-421.0000.66043	135.00
				2023-0424A	Monthly PD website maintenance	001-421.0000.66043	125.00
VEN03255	Ziply Fiber						
		APMWB	Check	2087733518 062003	PD phones	001-421.0000.65030	289.97
				2087777569 071422	PD WIFI	001-421.0000.65030	85.60
				2087736415 061303	PD Elevator line	001-421.0000.65030	50.04
Dept 421 Total:							26,763.10
Dept: 424 Legal							
C220	Coleman Oil Co						
		APMWB	Check	CL77978	April Fuel Usage	001-424.0000.64030	87.84
VEN14758	Witherspoon Brajcich McPhee, PLLC						
		APMWB	Check	2-05.02.2023	Legal Fees	001-424.0000.62040	655.50
Dept 424 Total:							743.34
Dept: 427 Animal Control							
VEN14369	Better Together Animal Alliance						
		APMWB	Check	PF35	Animal shelter vaccines	001-427.0000.63000	646.82
C220	Coleman Oil Co						
		APMWB	Check	CL75461	PD fuel	001-427.0000.64030	232.38
VEN04236	Ramey's Yard Care						
		APMWB	Check	691931	Animal shelter pest control	001-427.0000.68010	85.00
Dept 427 Total:							964.20
Dept: 431 Streets							
A1395	Advanced Compressor & Hose Inc						
		APMWB	Check	91578	Hoses for paint truck	001-431.0000.68100	16.58
				91676	hoses & Ferrules - S234	001-431.0000.68100	144.00
A365	American On-Site Services						
		APMWB	Check	506231	April PortaJohn Cleanout	001-431.0000.68130	78.00
A497	Arrow Construction Supply, Inc						
		APMWB	Check	365448	Crack Seal 2023	001-431.0000.68090	4,500.00
				365447	ADA domes - Greensferry	001-431.0000.68130	528.86
VEN05261	CDA PAVING						
		APMWB	Check	82312	3/4" minus crushed base	001-431.0000.68150	48.68
C220	Coleman Oil Co						
		APMWB	Check	CL77978	April Fuel Usage	001-431.0000.64030	4,943.60
G098	Grainger						
		APMWB	Check	9689268286	First Aid & Eye Wash refills	001-431.0000.63110	36.54
				9689268291	First Aid Kit refills	001-431.0000.63110	14.40
				9689785872	Eye Wash Station Refill	001-431.0000.63110	10.10
				9691898580	Streets - First Aid Kit Refills	001-431.0000.63110	4.12
N210	Northland Nursery						
		APMWB	Check	220000031385	Planting Mix - Streets	001-431.0000.68010	201.60
				220000031443	Garden Soil	001-431.0000.68010	100.80
				220000031490		001-431.0000.68010	100.80
				220000031427		001-431.0000.68010	216.00
R251	Serights Ace Hardware						
		APMWB	Check	342360/1	Zinc coated screws	001-431.0000.63260	31.49
				342151/1	Marking paint & Accessories	001-431.0000.68100	108.15
				342434/1	Square Plug GLV 1" - S234	001-431.0000.68100	4.49
				342144/1	Marking paint	001-431.0000.68150	26.97
VEN02035	Staples, Inc						
		APMWB	Check	3536821423	Office Chair-Streets	001-431.0000.63060	279.99
T118	TPI Embroidery						
		APMWB	Check	10064	Uniform expense for Rhonda	001-431.4000.72000	117.97
T1195	Traffic Safety Supply Co, Inc.						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	INV058800	Rechargeable Sequential Flare	001-431.0000.63260	753.60
VEN14310	US Fleet Tracking LLC				
APMWB	Check	441617	Monthly fleet tracking service	001-431.0000.66016	539.10
Z026	Ziegler Lumber Co #017				
APMWB	Check	448775	Pallet of Limestone Cement	001-431.0000.68150	1,005.30
		39323	Return of 40 bags Cement	001-431.0000.68150	-626.00
Dept 431 Total:					13,185.14
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CL77978	April Fuel Usage	001-433.0000.64030	204.78
VEN10085	Pure Filtration Products, Inc				
APMWB	Check	81258	HVAC filters	001-433.0000.68030	216.81
R251	Serights Ace Hardware				
APMWB	Check	342112/1	Animal Control vent repair	001-433.0000.67030	13.49
		342165/1	misc. parts	001-433.0000.67030	4.49
		342146/1	Vent repair for Animal Control	001-433.0000.68030	27.88
W0226	Walter E Nelson Co				
APMWB	Check	497303	Paper products for CH and PD	001-433.0000.63140	159.77
Dept 433 Total:					627.22
Dept: 434 Fleet Maintenance					
VEN07171	208Tools				
APMWB	Check	02232386682	SAE wrench set - Cooling system pressure tes	001-434.0000.67090	1,456.25
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	91638	Nat Spen Funnel 1Qt with Screen - S305	001-434.0000.63011	6.73
C220	Coleman Oil Co				
APMWB	Check	CL77978	April Fuel Usage	001-434.0000.64030	184.97
C3818	Cooper Fabrication, Inc.				
APMWB	Check	25503	Plow Stinger Repair	001-434.0000.67170	890.10
F145	Freightliner Northwest- Spokane				
APMWB	Check	SR001117530 01	Routine Maintenance Service - S219	001-434.0000.67170	929.66
L060	Les Schwab Central Billing Dep				
APMWB	Check	10500902194	Flat repair - S555	001-434.0000.67190	48.28
N001	Napa Auto Parts				
APMWB	Check	3688-228683	Core Deposit - S215	001-434.0000.63011	-54.00
		3688-230366	Tail Light for S560	001-434.0000.63011	8.97
		3688-228479	Oil Filter - S209	001-434.0000.63011	9.72
		3688-228496	Racing Fuel Jug - S209	001-434.0000.63011	46.79
		3688-228052	Filters - R200	001-434.0000.63012	108.44
		3688-228493	Retrun of filters - R200	001-434.0000.63012	-94.57
VEN08121	PacWest Machinery LLC				
APMWB	Check	30413796	S506 Roller service	001-434.0000.67170	1,572.93
P1001	Pape Machinery				
APMWB	Check	14394076	Hydraulic - S305	001-434.0000.63011	162.68
R251	Serights Ace Hardware				
APMWB	Check	342435/1	packing tape	001-434.0000.63060	21.57
		342383/1	40 Gal totes	001-434.0000.67020	45.00
Dept 434 Total:					5,343.52
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CL77978	April Fuel Usage	001-441.0000.64030	602.28
Dept 441 Total:					602.28
Dept: 442 Cemetery					
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-235924	saw blade and cut off disc	001-442.0000.67090	71.89
C220	Coleman Oil Co				
APMWB	Check	CL77978	April Fuel Usage	001-442.0000.64030	452.14
N001	Napa Auto Parts				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-228715	Noah belts	001-442.0000.67050	24.48
P27001	Pineview Horticultural Service				
APMWB	Check	26686	Spring fertilizer	001-442.0000.68200	2,044.00
Dept 442 Total:					2,592.51
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	3016409	Acetylene	001-443.0000.64030	8.50
A365	American On-Site Services				
APMWB	Check	506272	Portable Restroom Upper Corbin	001-443.0000.65050	98.00
		506201	Q'emiln Park Portable Restrooms	001-443.0000.65050	302.00
		506273	Portable for Warren Field	001-443.0000.65050	98.00
		506205	Skate Park Portable	001-443.0000.65050	105.00
		506257	Tennis Court Portable	001-443.0000.65050	98.00
		506229	4th St. Trailhead Portable	001-443.0000.65050	98.00
		506202	Hilde Kellogg Portable Restroom	001-443.0000.65050	98.00
		506204	Black Bay Portable Restroom	001-443.0000.65050	78.00
		506206	Crown Pointe Portable	001-443.0000.65050	67.60
		506203	Corbin Portable Restrooms	001-443.0000.65050	104.00
VEN14428	Asphalt Pros USA				
APMWB	Check	1740	Chase Park Asphalt Patching	001-443.0000.68111	6,800.00
A017	A-Tec, Inc.				
APMWB	Check	5967	Labor for Gate	001-443.0000.62180	90.00
		5970	Gate System Repair/Upgrade	001-443.0000.63530	6,433.19
C180	Central Pre Mix Concrete				
APMWB	Check	3244505	Credit on Return	001-443.0000.67030	-21.00
		3257749		001-443.0000.68160	-126.00
		3580623	Parking Bumpers for Warren	001-443.0000.68170	4,440.00
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-235927	Small equipment & tool parts	001-443.0000.66190	261.97
C220	Coleman Oil Co				
APMWB	Check	CL77978	April Fuel Usage	001-443.0000.64030	3,021.10
C3818	Cooper Fabrication, Inc.				
APMWB	Check	25515	Sign Base Fabrication	001-443.0000.63260	627.25
		25416	Repair to Fish Guard on Spokane Street	001-443.0000.67050	1,635.00
C410	Country Lock & Key, Inc.				
APMWB	Check	11456	Keys	001-443.0000.67030	5.98
F020	Fastenal Company				
APMWB	Check	IDCOE178871	Curb Ramp	001-443.0000.66190	380.24
		IDCOE178870	Hex lag screws	001-443.0000.67030	90.37
VEN03826	FMI Equipment				
APMWB	Check	SPK-1005200	Small Equipment Parts	001-443.0000.66190	54.56
		SPK-0	Compact Track Loader	001-443.0000.90050	70,412.60
VEN05363	North 40 Outfitters				
APMWB	Check	042774/E	Sprayer Wand	001-443.0000.66190	59.96
VEN14065	North Idaho Pest				
APMWB	Check	2023-004	Skunk Trapping	001-443.0000.68215	250.00
O040	Overhead Door Company				
APMWB	Check	531664	Door Install for Lean-to	001-443.0000.94180	318.00
VEN14579	Planet Turf				
APMWB	Check	3003646	Grass Seed for all parks.	001-443.0000.68180	6,395.00
P310	Platt Electric Supply				
APMWB	Check	3X33900	Hardware for Beck	001-443.0000.67030	41.60
G0204	Playcore Wisconsin, Inc				
APMWB	Check	PJI-0206809	Woodbridge Playground Parts	001-443.0000.68013	282.37
R060	Ragan Equipment Co.				
APMWB	Check	01-125692	Curb Ramp	001-443.0000.66190	599.72
R1691	River City Paint & Decorating				
APMWB	Check	52977	Falls Kiosk Paint	001-443.1658.62330	75.83
R251	Serights Ace Hardware				
APMWB	Check	342326/1	Hardware for Shop	001-443.0000.67030	18.51

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	342463/1	Pressure Gauge for Irrigation	001-443.0000.68230	35.07
S135	Shenango Signs and Designs						
		APMWB	Check	23337	Signs for Parks	001-443.0000.63260	1,384.73
A565	SiteOne Landscape Supply, LLC						
		APMWB	Check	129088503-001	Sprayer Diaphragm	001-443.0000.66190	233.29
				128374130-001	Sandy Loam for Upper Corbin	001-443.0000.68170	738.00
				129543726-001	Irrigation Parts	001-443.0000.68230	249.07
				127792055-001	Irrigation Parts for Spring Start-ups	001-443.0000.68230	7,283.88
U040	United Electrical						
		APMWB	Check	21997	Ballast for Q'emiln	001-443.1658.62330	154.20
Z026	Ziegler Lumber Co #017						
		APMWB	Check	443178	Ply Wood for Corbin	001-443.0000.68160	93.40
Dept 443 Total:							113,472.99

Dept: 445 Recreation

A365	American On-Site Services						
		APMWB	Check	506273	Portable for Warren Field	001-445.0000.65050	72.80
C175	Century Publishing Co, Inc.						
		APMWB	Check	INV0145824	Activities Guide Postage	001-445.0000.63210	5,666.23
S050	Saturday Night Inc.						
		APMWB	Check	104139	T-shirts	001-445.0000.63430	32.00
VEN14261	The JACC						
		APMWB	Check	042623	April Contractual	001-445.0000.62040	714.00
Dept 445 Total:							6,485.03

Dept: 451 Planning & Zoning

C291	Coeur d' Alene Press						
		APMWB	Check	0000007992-042120	Annex and ZC publication	001-451.0000.62000	391.46
H001	H & H Business Systems, Inc.						
		APMWB	Check	AR280648	Contract for V9735700465	001-451.1901.66140	9.98
				AR280649	Contract for G736M660937	001-451.1901.66140	7.66
				AR280648	Contract for V9735700465	001-451.1901.66140	9.98
Dept 451 Total:							419.08

Dept: 452 Building Inspector

C220	Coleman Oil Co						
		APMWB	Check	CL77978	April Fuel Usage	001-452.0000.64030	513.07
H001	H & H Business Systems, Inc.						
		APMWB	Check	AR280649	Contract for G736M660937	001-452.1901.66140	7.66
VEN02035	Staples, Inc						
		APMWB	Check	3536821424	Office Supplies- Building	001-452.0000.63000	177.77
Dept 452 Total:							698.50

Dept: 453 Engineering

C220	Coleman Oil Co						
		APMWB	Check	CL77978	April Fuel Usage	001-453.0000.64030	232.21
H001	H & H Business Systems, Inc.						
		APMWB	Check	AR280649	Contract for G736M660937	001-453.1901.66140	7.65
				AR280648	Contract for V9735700465	001-453.1901.66140	9.97
J105	J-U-B Engineers, Inc.						
		APMWB	Check	Inv #0162186	Inv #0162186	001-453.0000.62040	3,279.40
V040	ODP Business Solutions						
		APMWB	Check	310292769001	Office Supplies-HR	001-453.0000.63060	50.99
Dept 453 Total:							3,580.22

Dept: 454 Community Development Admin

VEN02035	Staples, Inc						
		APMWB	Check	3536821419	Office Supplies-Finance	001-454.0000.63060	28.96
Dept 454 Total:							28.96

Dept: 481 Capital Improvements/Contracts

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14128	ArchiveSocial, Inc				
APMWB	Check	27681	social media archives	001-481.0000.62040	6,287.40
VEN10155	Bill's Heating Air Appliance Repair, LLC				
APMWB	Check	13422746	Police Substation HVAC	001-481.0000.68395	4,950.00
VEN02774	Dave Posey				
APMWB	Check	006332	Drywall new walls and refinish old walls	001-481.0000.68395	11,650.00
G0012	GTS Interior Supply				
APMWB	Check	18108890-00	PD Sub-station	001-481.0000.68395	323.98
VEN03694	Otis Elevator Company				
APMWB	Check	INV0145813	5yr Idaho elevator inspection, City Hall	001-481.0000.68390	2,580.00
Dept 481 Total:					25,791.38
Fund 001 Total:					228,001.40

Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool

VEN08243	Awards Network				
APMWB	Check	00104100	Awards Packet	003-482.0000.73020	68.37
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Check	281944	April Consulting	003-482.0000.62040	2,500.00
Y0180	Yoga By Cindy				
APMWB	Check	00059	Wellness March & April	003-482.4000.73000	350.00
		00058	Wellness December, January, February, March	003-482.4000.73000	500.00
Dept 482 Total:					3,418.37
Fund 003 Total:					3,418.37

Fund: 007 - DRUG SEIZURE PROGRAM

Dept: 425 Drug Seizure Program

T0030	T-Mobile USA				
APMWB	Check	986172479 042323	PD Mobile devices	007-425.0000.67020	2,163.00
Dept 425 Total:					2,163.00
Fund 007 Total:					2,163.00

Fund: 008 - 911 SUPPORT

Dept: 426 911 Support

VEN02416	Eaton Corporation				
APMWB	Check	949184545	UPS maint and support for PFPD battery back	008-426.0000.66040	16,762.52
Dept 426 Total:					16,762.52
Fund 008 Total:					16,762.52

Fund: 035 - PUBLIC SAFETY IMPACT FEES

Dept: 420 Public Safety Impact Fees

T105	TischlerBise, Inc.				
APMWB	Check	2023500000028	April Impact Fee Update Final Invoice	035-420.0000.80300	264.00
Dept 420 Total:					264.00
Fund 035 Total:					264.00

Fund: 037 - STREETS IMPACT FEES

Dept: 431 Streets

J105	J-U-B Engineers, Inc.				
APMWB	Check	Inv # 0161588	Spokane & Prairie Project	037-431.0000.95134	12,151.79
VEN07815	LaRiviere, Inc				
APMWB	Check	Pay App #10 - Spoka	Pay App #10 - Spokane & Prairie Projec	037-431.0000.95200	550,733.71
T105	TischlerBise, Inc.				
APMWB	Check	2023500000028	April Impact Fee Update Final Invoice	037-431.0000.80300	576.00
Dept 443 Total:					563,461.50

Packet: APPKT10696 - Check Run 5.10.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 5/10/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN12724	Civitas, Inc				
APMWB	Check	26057	Black Bay Park Master Plan	038-443.0000.94070	5,023.75
T105	TischlerBise, Inc.				
APMWB	Check	2023500000028	April Impact Fee Update Final Invoice	038-443.0000.80300	264.00
Dept 443 Total:					5,287.75
Fund 038 Total:					5,287.75
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	131040	Fecal Coliform, Total Solids	650-463.0000.63400	120.00
		130977		650-463.0000.63400	240.00
		130584	Cyanide 4500CN Testing	650-463.0000.68360	160.00
		130619	April Monthly Composite Tests	650-463.0000.68360	995.00
		130534	Testing Lead, Zinc, Phosphorus, Solids	650-463.0000.68360	280.00
		130913	Biosolids Testing	650-463.0000.68360	240.00
		130832	Fecal Coliform A-1	650-463.0000.68360	240.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	91536	Blue Water PVC, Hose Clamp, Ball Valve	650-463.0000.68025	42.52
		91467	Clamps	650-463.0000.68025	36.71
		91541	BLUE WATER PVC SUCTION 2" , BUSHING,	650-463.0000.68025	30.68
		91500	Dixon Air King, Camlok	650-463.0000.68025	23.67
A424	Anatek Labs, Inc.				
APMWB	Check	2307254	BLM @ Corbin Park	650-463.0000.68360	330.00
A017	A-Tec, Inc.				
APMWB	Check	5898	Waste Water Gate Access, AiPhone Intercom	650-463.0000.68010	2,734.69
C220	Coleman Oil Co				
APMWB	Check	CL77978	April Fuel Usage	650-463.0000.65005	586.95
VEN03982	Dally Environmental LLC				
APMWB	Check	2706	Avista Contract No. R-39492 April1-30, 2023	650-463.0000.62040	1,390.34
H030	Hach Company				
APMWB	Check	13556268	CYLINDER, GRADUATED 100ML T	650-463.0000.63400	127.05
		13554598	FILTER, GLASS FBR	650-463.0000.63400	483.15
		2211630		650-463.0000.63400	-483.15
		13557796	Lab Supplies	650-463.0000.63400	872.60
I110	Idaho Fence Co, Inc.				
APMWB	Check	47090	Fence Repair - Community Forest	650-463.0000.68010	250.00
T146	Level 3 Communications				
APMWB	Check	636898869	Water Treatment Digital Voice	650-463.0000.65030	399.00
VEN14741	Midland Electric, Inc				
APMWB	Check	2304-1	WRF UB2 Harmonic Filter Replacement	650-463.0000.68025	2,664.24
N040	NCL of Wisconsin, Inc.				
APMWB	Check	486069	Lab Supplies	650-463.0000.63400	882.28
VEN04172	Northwest Scientific, Inc.				
APMWB	Check	5167297	Lab Test Tubes	650-463.0000.63400	356.53
VEN14559	One Call Concepts, Inc				
APMWB	Check	3045023	Locate Tickets	650-463.0000.62320	522.10
R251	Serights Ace Hardware				
APMWB	Check	342298/1	Sealant, Adapter, Coupling	650-463.0000.68010	31.46
		342251/1	Sprayer, Super Glue, Bolts	650-463.0000.68025	27.48
VEN11958	Ultra-Lawn, LLC				
APMWB	Check	89072	WRF Lawn Mowing April 2023	650-463.0000.62180	1,400.00
W0226	Walter E Nelson Co				
APMWB	Check	496630	ALUMINUM FOIL, KIMWIPE	650-463.0000.63400	345.28
Dept 463 Total:					15,328.58

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 466 Wastewater - Collections					
A497	Arrow Construction Supply, Inc				
APMWB	Check	365601	Flourescent Green Marking	650-466.0000.63330	123.10
C220	Coleman Oil Co				
APMWB	Check	CL77978	April Fuel Usage	650-466.0000.65005	2,155.80
R251	Serights Ace Hardware				
APMWB	Check	342256/1	Shop Supplies	650-466.0000.63006	37.94
		342031/1	Locate Cable	650-466.0000.63330	52.71
		342374/1	PVC, Nipple, Adapter	650-466.0000.68010	12.93
		342023/1	Lawn & Garden Food	650-466.0000.68010	105.27
		342299/1	Shop Suplies	650-466.0000.68021	16.00
Dept 466 Total:					2,503.75
Dept: 468 Wastewater - Surface Water					
C220	Coleman Oil Co				
APMWB	Check	CL77978	April Fuel Usage	650-468.0000.65005	374.76
Dept 468 Total:					374.76
Fund 650 Total:					18,207.09
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
A293	Allwest Testing & Engin., LLC				
APMWB	Check	230943	Tertiary Project Allwest Invoice March 2023	651-463.3213.90015	3,980.70
J105	J-U-B Engineers, Inc.				
APMWB	Check	0161305	WRF Facility Plan Consultant Services March 2023	651-463.3209.95500	38,894.70
		0161594	Outfall Replacement JUB Invoice March 2023	651-463.6505.95520	6,719.80
VEN13102	McMillen Jacobs Associates				
APMWB	Check	Pay App 7-Final	Final Pay Application No.7	651-463.6505.95520	216,224.33
P050	Panhandle Area Council				
APMWB	Check	36-PFLM	Tertiary Project PAC Invoice April 2023	651-463.3213.90015	1,871.00
VEN14291	Sletten Construction Company				
APMWB	Check	Tertiary Pay App 29	Tertiary Sletten Pay App #29	651-463.3213.90015	218,473.99
		PF-AFP #29	ARPA funds for the Tertiary Treatment Project	651-463.3213.90015	1,000,000.00
Dept 463 Total:					1,486,164.52
Fund 651 Total:					1,486,164.52
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN14614	Strider Construction Co, Inc				
APMWB	Check	Ponderosa AFP 8	Ponderosa Pay App #8	652-463.3214.95520	381,646.73
Dept 463 Total:					381,646.73
Fund 652 Total:					381,646.73
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	36039	Wood waste	700-461.0000.65050	396.00
VEN02385	Prairie Transfer Station				
APMWB	Check	07-61246	Woodbridge Clean-up	700-461.0000.65050	14.95
		07-60928	Corbin Clean-up	700-461.0000.65050	17.55
		07-60796		700-461.0000.65050	39.65
Dept 461 Total:					468.15
Fund 700 Total:					468.15
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
VEN14786	A M Construction Supply, Inc				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	2276	Rescue Blade Steel/Rebar	750-462.0000.63280	299.99
A090	Accurate Testing Labs LLC				
APMWB	Check	131155	Coliform Presence/Absence	750-462.0000.68360	120.00
		130779		750-462.0000.68360	150.00
		130825		750-462.0000.68360	150.00
		130902		750-462.0000.68360	150.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	91613	Water Dept Shop Supplies	750-462.0000.63280	517.70
A424	Anatek Labs, Inc.				
APMWB	Check	2307005	Drinking Water Testing	750-462.0000.68360	6,660.00
VEN14124	Badger Meter, Inc.				
APMWB	Check	80125968	Badger Annual Support	750-462.0000.66012	2,140.20
C1161	CDA Garbage				
APMWB	Check	1951838	Cardboard Recycle	750-462.0000.65050	42.50
C220	Coleman Oil Co				
APMWB	Check	CL77978	April Fuel Usage	750-462.0000.64030	1,422.64
VEN14305	General Pacific, Inc				
APMWB	Check	1462893	Badger 3in Compound Meter -Prairie GC	750-462.0000.63280	2,713.00
		1462613	3/4" M35 Meter, 7-1/2"	750-462.0000.68235	14,940.00
		1462713	1" Meters	750-462.0000.68235	5,287.00
VEN14482	Gunnerson Consulting and Communication Site Services, LLC				
APMWB	Check	5073	Cell Tower Lease Support April 2023	750-462.0000.62040	3,067.75
H003	H.D. Fowler Company				
APMWB	Check	16371917	ROMAC MARCO GASKET	750-462.0000.63280	380.70
T146	Level 3 Communications				
APMWB	Check	636898869	Water Treatment Digital Voice	750-462.0000.65030	132.99
VEN09639	McHugh Bromley PLLC				
APMWB	Check	1000 3484	Water Rights Support for April 2023	750-462.0000.62010	55.00
VEN14559	One Call Concepts, Inc				
APMWB	Check	3045023	Locate Tickets	750-462.0000.62320	522.10
R251	Serights Ace Hardware				
APMWB	Check	342356/1	Water Shop Supplies	750-462.0000.63280	51.64
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240066165-00	Hex Cap Screws	750-462.0000.63280	47.27

Dept 462 Total: 38,850.48

Fund 750 Total: 38,850.48

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

J105	J-U-B Engineers, Inc.				
APMWB	Check	0161930	Well House 11 JUB Invoice March 2023	753-462.3224.95550	23,039.85

Dept 462 Total: 23,039.85

Fund 753 Total: 23,039.85

Report Total: 2,767,735.36



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	26,000.00
	001-411.0000.63060	27.40
	001-413.0000.62060	120.00
	001-413.0000.63060	36.51
	001-414.0000.63060	313.23
	001-415.0000.66050	18.26
	001-415.0000.66080	135.00
	001-418.0000.63060	53.53
	001-421.0000.62040	1,475.00
	001-421.0000.62370	100.00
	001-421.0000.63060	470.85
	001-421.0000.63920	55.97
	001-421.0000.64020	125.00
	001-421.0000.64030	5,237.17
	001-421.0000.65021	441.20
	001-421.0000.65030	585.59
	001-421.0000.66042	455.56
	001-421.0000.66043	11,767.51
	001-421.0000.67020	1,321.20
	001-421.0000.67100	1,581.34
	001-421.0000.67170	2,001.59
	001-421.0000.68010	338.04
	001-421.4000.72000	807.08
	001-424.0000.62040	655.50
	001-424.0000.64030	87.84
	001-427.0000.63000	646.82
	001-427.0000.64030	232.38
	001-427.0000.68010	85.00
	001-431.0000.63060	279.99
	001-431.0000.63110	65.16
	001-431.0000.63260	785.09
	001-431.0000.64030	4,943.60
	001-431.0000.66016	539.10
	001-431.0000.68010	619.20
	001-431.0000.68090	4,500.00
	001-431.0000.68100	273.22
	001-431.0000.68130	606.86
	001-431.0000.68150	454.95
	001-431.4000.72000	117.97
	001-433.0000.63140	159.77
	001-433.0000.64030	204.78
	001-433.0000.67030	17.98
	001-433.0000.68030	244.69
	001-434.0000.63011	180.89
	001-434.0000.63012	13.87
	001-434.0000.63060	21.57
	001-434.0000.64030	184.97
	001-434.0000.67020	45.00
	001-434.0000.67090	1,456.25
	001-434.0000.67170	3,392.69
	001-434.0000.67190	48.28
	001-441.0000.64030	602.28
	001-442.0000.64030	452.14
	001-442.0000.67050	24.48
	001-442.0000.67090	71.89
	001-442.0000.68200	2,044.00

001-443.0000.62180	90.00
001-443.0000.63260	2,011.98
001-443.0000.63530	6,433.19
001-443.0000.64030	3,029.60
001-443.0000.65050	1,146.60
001-443.0000.66190	1,589.74
001-443.0000.67030	135.46
001-443.0000.67050	1,635.00
001-443.0000.68013	282.37
001-443.0000.68111	6,800.00
001-443.0000.68160	-32.60
001-443.0000.68170	5,178.00
001-443.0000.68180	6,395.00
001-443.0000.68215	250.00
001-443.0000.68230	7,568.02
001-443.0000.90050	70,412.60
001-443.0000.94180	318.00
001-443.1658.62330	230.03
001-445.0000.62040	714.00
001-445.0000.63210	5,666.23
001-445.0000.63430	32.00
001-445.0000.65050	72.80
001-451.0000.62000	391.46
001-451.1901.66140	27.62
001-452.0000.63000	177.77
001-452.0000.64030	513.07
001-452.1901.66140	7.66
001-453.0000.62040	3,279.40
001-453.0000.63060	50.99
001-453.0000.64030	232.21
001-453.1901.66140	17.62
001-454.0000.63060	28.96
001-481.0000.62040	6,287.40
001-481.0000.68390	2,580.00
001-481.0000.68395	16,923.98
Fund 001 Total:	228,001.40
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.73020	68.37
003-482.4000.73000	850.00
Fund 003 Total:	3,418.37
007 - DRUG SEIZURE PROGRAM	
007-425.0000.67020	2,163.00
Fund 007 Total:	2,163.00
008 - 911 SUPPORT	
008-426.0000.66040	16,762.52
Fund 008 Total:	16,762.52
035 - PUBLIC SAFETY IMPACT FEES	
035-420.0000.80300	264.00
Fund 035 Total:	264.00
037 - STREETS IMPACT FEES	
037-431.0000.80300	576.00
037-431.0000.95134	12,151.79
037-431.0000.95200	550,733.71
Fund 037 Total:	563,461.50
038 - PARKS IMPACT FEES	
038-443.0000.80300	264.00
038-443.0000.94070	5,023.75
Fund 038 Total:	5,287.75
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	1,390.34
650-463.0000.62180	1,400.00
650-463.0000.62320	522.10
650-463.0000.63400	2,943.74
650-463.0000.65005	586.95
650-463.0000.65030	399.00

650-463.0000.68010	3,016.15
650-463.0000.68025	2,825.30
650-463.0000.68360	2,245.00
650-466.0000.63006	37.94
650-466.0000.63330	175.81
650-466.0000.65005	2,155.80
650-466.0000.68010	118.20
650-466.0000.68021	16.00
650-468.0000.65005	374.76
Fund 650 Total:	18,207.09
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3209.95500	38,894.70
651-463.3213.90015	1,224,325.69
651-463.6505.95520	222,944.13
Fund 651 Total:	1,486,164.52
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3214.95520	381,646.73
Fund 652 Total:	381,646.73
700 - SANITATION	
700-461.0000.65050	468.15
Fund 700 Total:	468.15
750 - WATER OPERATING	
750-462.0000.62010	55.00
750-462.0000.62040	3,067.75
750-462.0000.62320	522.10
750-462.0000.63280	4,010.30
750-462.0000.64030	1,422.64
750-462.0000.65030	132.99
750-462.0000.65050	42.50
750-462.0000.66012	2,140.20
750-462.0000.68235	20,227.00
750-462.0000.68360	7,230.00
Fund 750 Total:	38,850.48
753 - WATER CAPITAL	
753-462.3224.95550	23,039.85
Fund 753 Total:	23,039.85
Report Total:	2,767,735.36

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 5.17.23

4/25/2023	\$	10,000.00	ACH	North Idaho Title Company	Earnest Money	038-443.0000.96000
4/27/2023	\$	77.40	92043	AT&T Long Distance	Pay Before Due Date	001-431.0000.65030
4/27/2023	\$	8,623.07	92044	AVISTA Utilities	Pay Before Due Date	Various
				Division of Occupational and		
4/27/2023	\$	200.00	92045	Professional Licenses	Pay Before Due Date	650-463.0000.64020
4/27/2023	\$	1,612.13	92046	East Greenacres Irrigation District	Pay Before Due Date	Various
4/27/2023	\$	23,536.12	92048	Idaho State Tax Commission	Pay Before Due Date	Various
4/27/2023	\$	1,810.25	92049	Kootenai County Solid Waste	Pay Before Due Date	Various
4/27/2023	\$	35.51	92050	Kootenai Electric	Pay Before Due Date	Various
4/27/2023	\$	1,136.58	92051	Ricoh USA Inc.	Pay Before Due Date	Various
4/27/2023	\$	139.98	92052	Spectrum	Pay Before Due Date	001-417.0000.63080
4/27/2023	\$	33.88	92053	Spectrum	Pay Before Due Date	001-442.0000.65030
4/27/2023	\$	149.98	92054	Spectrum	Pay Before Due Date	001-412.0000.65040
4/27/2023	\$	513.55	92055	Verizon Wireless	Pay Before Due Date	Various
4/27/2023	\$	131.11	92056	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
4/27/2023	\$	122.00	92057	Ziplay Fiber	Pay Before Due Date	650-463.0000.65030
4/27/2023	\$	122.00	92058	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
4/27/2023	\$	85.64	92059	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
4/27/2023	\$	1,326.88	92060	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
4/27/2023	\$	122.00	92061	Ziplay Fiber	Pay Before Due Date	001-445.0000.65030
5/3/2023	\$	1,581,683.35	ACH	Liberty Closing and Escrow, LLC	Pay on Closing Date	038-443.0000.96000
5/9/2023	\$	26,384.00	92120	Parker Toyota	Pay Before Due Date	001-434.0000.90010
	\$	1,657,845.43				

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 05/16/2023 07:00:00

DATE: 05/09/2023 17:37:24
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson
SUBJECT: 2023 Intergovernmental Agreement with Rathdrum for Prosecution Services

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council approve the 2023 Intergovernmental Agreement with Rathdrum for Prosecution Services

DISCUSSION:

The City of Post Falls has provided prosecution services for the City of Rathdrum under a contract since 2015. City prosecution staff reviews the agreement annually to evaluate whether an increase in the fee for providing the service is warranted. The fee was last increased in 2019. This year, the prosecution staff determined that an increase was warranted and negotiated an increase from \$64,800 annually to \$70,000. The City also has a prosecution agreement with the City of Hayden and we anticipate a similar increase to that agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

This agreement will result in an increase of approx, \$5,000 to offset prosecution costs.

BUDGET CODE:

N/A

2023 INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROSECUTION SERVICES

This AGREEMENT, is entered into by and between the city of Rathdrum, hereinafter referred to as "RATHDRUM" and the city of Post Falls, hereinafter referred to as "POST FALLS" to replace an Agreement between the parties executed by RATHDRUM on September 3, 2019 and executed by POST FALLS on July 11, 2019.

WHEREAS, RATHDRUM desires to enter into a contract with POST FALLS for the performance of misdemeanor and infraction prosecution, and related administrative/civil hearings, for offenses that occur within the corporate limits of RATHDRUM, and

WHEREAS, POST FALLS agrees to render such services under the terms and conditions set forth herein, and

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 50-208A and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. PROSECUTION SERVICES: POST FALLS agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies, and supervision, records, and record keeping, and such other items as are reasonably necessary to provide prosecution of infraction and misdemeanor state and municipal law violations occurring within the corporate limits of the Rathdrum, and related administrative/civil hearings.
 - a. The service shall include criminal misdemeanor and infraction offenses and all other related proceedings, including, but not limited to, BAC hearings, arraignments, probable cause hearings, suppression hearings, show cause hearings, sentencing hearings, and preparation of complaints. Prosecution shall include enforcement of state laws and Rathdrum city codes/ordinances.
 - b. POST FALLS will use its best effort to provide the highest quality legal services necessary to meet Rathdrum's needs. The level of service will be equivalent to the service provided by POST FALLS for citations issued by POST FALLS police officers or sworn complaints issued on behalf of POST FALLS. The prosecution duties will be performed in accord with standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance with the terms of this Agreement.
 - c. The personnel used by POST FALLS to perform the prosecution and support services are under the jurisdiction and control of POST FALLS while rendering the services.
 - d. POST FALL'S personnel will prepare all necessary documents relating to prosecution services. All documents and notes in the POST FALLS prosecution staff files

will remain the property of POST FALLS. However, RATHDRUM has the right to view and obtain copies of all such documents and paperwork.

e. POST FALLS will provide a quarterly report accounting for the cases and hearings attended by POST FALLS prosecutors while providing the services under this agreement.

f. POST FALLS prosecutors will be available by telephone and in person to advise RATHDRUM police officers in the field regarding issues relating to service of warrants, arrest procedures, and charging decisions.

g. RATHDRUM agrees to forward to POST FALLS' prosecution staff copies of police reports, arrest and citation records, and criminal records checks necessary to provide effective prosecution.

2. EMPLOYEES OF POST FALLS: It is agreed that all employees of POST FALLS will remain employees of POST FALLS for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that RATHDRUM will not be liable for compensation or indemnity to any of the employees of POST FALLS for injuries or sickness arising out of the performance of this agreement, and POST FALLS hereby agrees to indemnify and hold harmless RATHDRUM from any liability of such a claim.

3. GENERAL LIABILITY: POST FALLS agrees to hold harmless and indemnify RATHDRUM from any and all liability arising solely from the acts or omissions of POST FALLS' employees in providing the prosecution services rendered under this Agreement.

4. INSURANCE: POST FALLS agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000. POST FALLS shall provide proof of liability coverage as set forth above to RATHDRUM at the request of RATHDRUM.

5. ADMINISTRATION: Each of the parties will designate in writing, within ten (10) days at the commencement of this Agreement, an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of RATHDRUM and the employees of POST FALLS in requesting and performing the prosecution services. All communications between the parties with regard to this Agreement and the providing of prosecution services will be made between these designated parties, or their designee. Either party may change its designated administrator during the term of this Agreement by providing the other party written notice of that change. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

6. COMPENSATION: As compensation for the prosecution services provided by POST FALLS, RATHDRUM hereby agrees to pay to POST FALLS the sum of \$5,833.00 per month. The parties agree to review the compensation on an annual basis, at least ninety (90) days prior

to the adoption of each party's annual budget. The amount of this compensation may be modified or amended only by an agreement in writing.

7. TERM OF AGREEMENT: This Agreement shall be effective commencing on the 1st day of October 2023 and continue in full force and effect until terminated by either party with thirty (30) day's written notice. Both parties agree to attempt to keep the other informed of the status of performance in order that mutually acceptable performance can be achieved.

8. RECITALS: The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

9. ANNUAL MEETING: Representatives from both POST FALLS and RATHDRUM shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this Agreement. On or before May 1 of each year, both parties shall meet annually to evaluate the program and discuss any concerns.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

POST FALLS:


Ronald G. Jacobson, Mayor

Date: _____

ATTEST:

Shannon Howard, City Clerk

RATHDRUM:



Vic Holmes, Mayor

Date: 27 April 2023



Sherri Halligan, City Clerk

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: MAY 16TH, 2023**

DATE: May 5, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER
SUBJECT: AGREEMENT WITH KEC - ELECTRICAL INFRASTRUCTURE EASEMENTS AND ROAD RIGHTS OF WAY

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor's signature to enter into an agreement dedicating a 10-foot electrical infrastructure easement, within Prairie Avenue, to Kootenai Electric Cooperative, Inc. (KEC).

DISCUSSION: KEC has electrical infrastructure located in a private easement along Prairie Avenue, at the Southeast corner of Prairie Avenue and Cecil Road. Dedications of rights-of-way with annexations have created a situation where KEC's infrastructure is in the road rights-of-way, and roadway widening will require KEC's infrastructure to be relocated. A location for the relocation of the electrical infrastructure and easement has been identified within the road rights-of-way, between the future multi-use path and the property line of the adjoining Tullamore Sports Complex. The new location is unlikely to cause any conflicts with future roadway improvements or the completion of the Tullamore Sports Complex Development. Provision of the new easement to replace the existing easement is in line with the City's Franchise Agreement with KEC (reference Ordinance No. 1005)

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

APPROVED OR DIRECTION GIVEN: N/A

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

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the Agreement concerning electrical infrastructure easements and road right of way is attached.

Recorded at the Request of:

**AGREEMENT CONCERNING
ELECTRICAL INFRASTRUCTURE EASEMENTS
AND ROAD RIGHT OF WAYS
(Between the City of Post Falls and Kootenai Electric Cooperative)**

This Agreement Concerning Electrical Infrastructure Easements and Road Right of Ways (the “Agreement”) is entered into and effective on the last signature date below (“Effective Date”) by and between **KOOTENAI ELECTRIC COOPERATIVE, INC.**, an Idaho non-profit organization (“KEC”), whose address is 2451 W. Dakota Ave., Hayden, Idaho 83835, and the **CITY OF POST FALLS**, a municipal corporation, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854 (“City”) (individually said entities are singularly reference as “Party” and collectively as “Parties”).

RECITALS

- A. WHEREAS, KEC (including its predecessors) has acquired numerous easements at its own cost throughout the City of Post Falls for the purposes of running powerlines and other infrastructure necessary for conducting its electric service distribution and operations; and
- B. WHEREAS, KEC and City have entered into a Franchise Agreement (Ordinance No. 1005) (“Franchise Agreement”) establishing certain rights and obligations between the Parties with respect to power lines and associated electric distribution and maintenance infrastructure (“Infrastructure”), which allows KEC to utilize the City’s streets, highways and rights of way for the purpose of locating its Infrastructure, subject to the terms and conditions set forth in the Franchise Agreement; and
- C. WHEREAS, from time to time, the City’s growth, increased traffic burden, and road and highway plans require that the City build or expand its streets, highways, alleys, and other traffic infrastructure, which impacts KEC’s Infrastructure, and which may require relocation or installation of the Infrastructure to locations outside of its existing easements; and
- D. WHEREAS, the City has expanded a roadway right of way in the location of KEC’s existing easement, recorded on June 23, 1994 as Instrument No. 1359941 (“Subject Easement”); and

E. WHEREAS, the City and KEC desire to cooperatively install KEC's Infrastructure to a location that is less burdensome to the City, to document and preserve KEC's easement rights, to share appropriately in the cost of relocating Infrastructure, and agree upon the terms and conditions of future expansion of the subject right of way, which may necessitate that KEC relocate its Infrastructure in the future to another location outside of its easement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KEC and CITY hereby agree as follows:

1. Non-Abandonment of Easement: For any and all roads, rights of way, streets alleys, or other property rights held by the City, through which KEC owns easement rights (as stated in the Subject Easement), the City agrees that KEC's installation of its Infrastructure to a location outside of its easement shall in no way effect a relinquishment or abandonment of the Subject Easement.
2. Agreement to Install Infrastructure to New Location: At the City's request, KEC agrees that it will install its energy Infrastructure in a location outside of its current easement area, as defined in the Subject Easement.
3. Controlling Agreement: City agrees that the installation of the Infrastructure in the agreed new location will be governed by this Agreement, and not the Franchise Agreement.
4. Grant of Right to Infrastructure in New Location: The City and KEC agree that KEC shall have the right to operate and maintain its Infrastructure in the new location, as described and depicted in **Exhibit A** hereto ("New Location"), for as long as KEC or its successors or assigns reasonably require use of the Infrastructure in said location, or until further relocation or abandonment occurs as set forth below.
5. Future Relocation Obligations: City agrees that in the event there is any future construction, expansion, or other work undertaken by the City that adversely affects KEC's Infrastructure in the New Location, the City agrees to pay the cost to relocate or re-configure the Infrastructure, and shall grant KEC or its successors or assigns an indefinite right to maintain its Infrastructure in the new replacement location ("New Replacement Location"), and document the same by written agreement, which the Parties agree may be recorded at either Parties' discretion.
 - A. KEC agrees to relocate its Infrastructure in the future, provided:
 - i. The expenses of relocating are paid by the City;
 - ii. The New Replacement Location imposes no additional unreasonable burdens or expenses on KEC.
6. Grant of Future Easements in Case of City's Abandonment of Right of Way: In the event City abandons the right of way through which KEC has installed or relocated its infrastructure under this Agreement, City agrees to acquire and/or grant KEC an easement in the then-present location of its Infrastructure, which shall occur prior to City's abandonment of the subject right of way.

- A. KEC's Abandonment of Easement upon Grant of Replacement Easement: Once KEC has accepted the terms of the new easement and recorded the same, upon City's request, KEC agrees to relinquish and abandon any easement rights it may hold in the Subject Easement.
7. GENERAL TERMS: The following general terms shall apply to this Agreement.
- A. Time of the Essence. Time and prompt performance of each and every obligation of the Parties hereto are agreed to be of the essence of this Agreement.
- B. Amendments/Modifications. This Agreement may not be amended, modified, altered, changed, rescinded, cancelled, terminated, or supplemented in any manner except by agreement in writing signed by all Parties to this Agreement.
- C. Binding Effect. This Agreement and all the obligations and covenants hereunder shall inure to the benefit of and bind the Parties hereto, their affiliates, subsidiaries, assigns, successors, heirs, executors, administrators, and legal representatives.
- D. Severability. If any provision of this Agreement is deemed invalid, illegal void, or otherwise unenforceable by a court of competent jurisdiction, such provisions shall be enforced as nearly as possible in accordance with the stated intention of the Parties and the remaining provisions shall survive and continue in full force and effect without being impaired or invalidated in any way.
- E. Construction. The following rules of construction shall apply to this Agreement:
- i. The recitals set forth above shall be deemed incorporated in full.
 - ii. This Agreement has been negotiated and prepared by the Parties and their respective counsel, and each Party has had equal opportunity to participate in the drafting and revision of this Agreement and the terms thereof. Accordingly, should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provisions hereof shall not apply the rule of construction that a document is to be construed more strictly against one Party.
 - iii. If any term of this Agreement is invalid, illegal, or unenforceable, in whole or in part, the validity of the other terms of the Agreement shall remain operative and binding.
- F. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Idaho. Any and all claims, disputes, and controversies arising out of or related to 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.
- G. Attorneys' Fees and Costs of Suit. In the event it is necessary for any Party to this Agreement to enforce the terms thereof, the prevailing Party in any such litigation shall be entitled to an award of reasonable attorneys' fees and actual costs of suit in such action or any appeal thereof.
- H. Acknowledgements. The Parties, and each of them, acknowledge and agree that: (1) they have carefully read this Agreement; (2) they have relied solely upon their own respective judgment and that of their counsel in deciding to execute this; (3) that they understand this Agreement and the terms and effects of each; (4) that they voluntarily executed this

Agreement of their own free will; and (5) that they had adequate time to consult with counsel of their choosing regarding all aspects of this Agreement prior to the execution of each.

- I. Representations. The Parties each warrant and represent that they are authorized to enter into this Agreement, and the persons executing this Agreement on behalf of each Party have been authorized by said Party to do so on its behalf.
- 8. Execution and Counterparts. The Parties agree that this Agreement shall be recorded in the real property records of the county within which the subject properties are located.

IN WITNESS WHEREOF, the authorized agent(s) of the City of Post Falls, the Mayor (and attesting Clerk), and the authorized agent of Kootenai Electric Cooperative, the General Manager, have affixed their signatures hereto the day and year first above written.

CITY OF POST FALLS

Ronald G. Jacobson, Mayor

ATTEST

Shannon Howard, City Clerk

**KOOTENAI ELECTRIC
COOPERATIVE**

Douglas Elliott, Chief Executive Officer

STATE OF IDAHO)
 :ss.
County of Kootenai)

On this ____ day of _____, 2023, before me, _____, a Notary Public in and for the State of Idaho, personally appeared Douglas Elliott, known or identified to me to be the Chief Executive Officer of KOOTENAI ELECTRIC COOPERATIVE, the entity that executed the foregoing instrument and the persons who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
 :ss.
County of Kootenai)

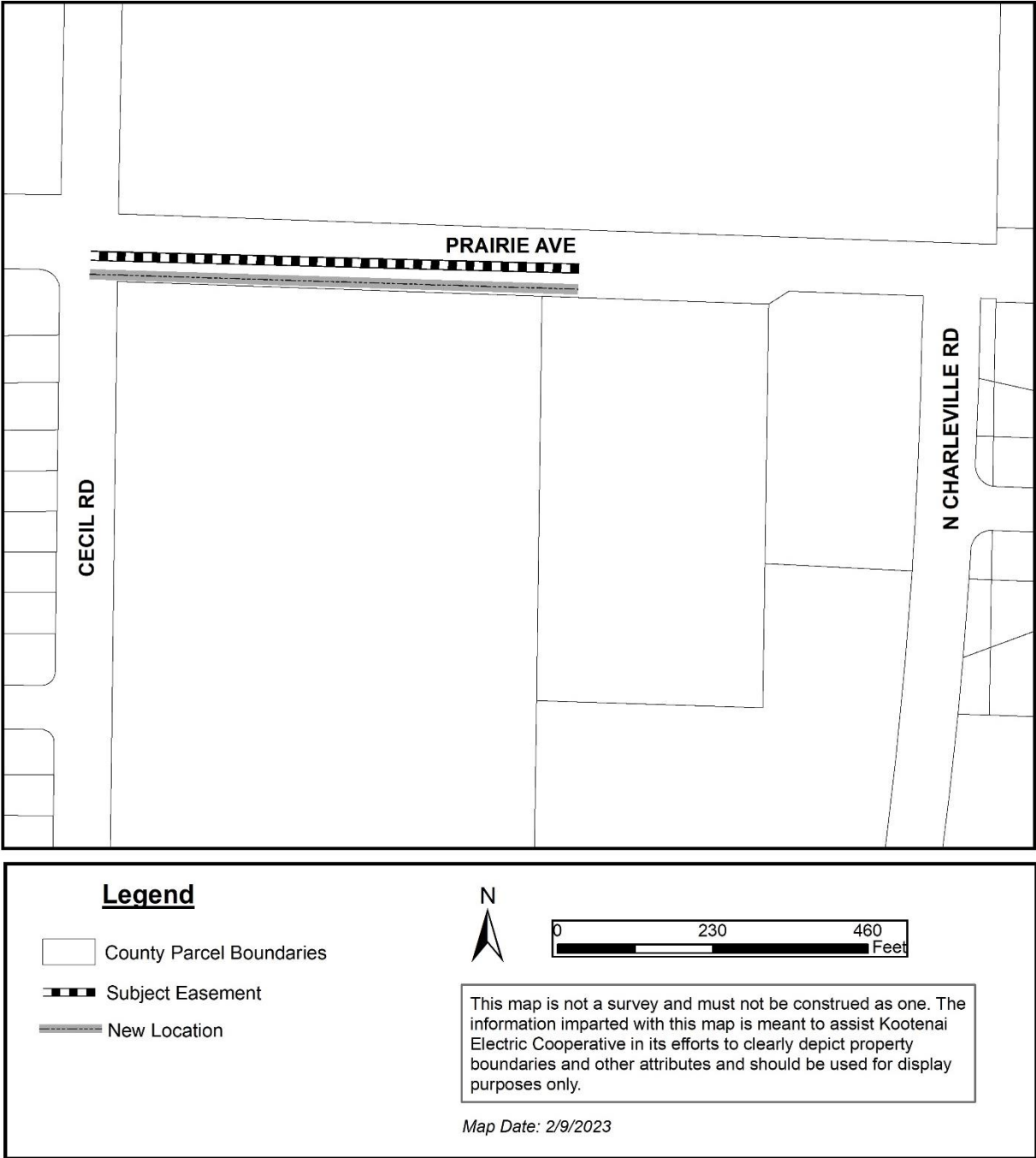
On this ____ day of _____, 2023, before me, _____, a Notary Public in and for the State of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, known or identified to me to be the **Mayor** and **City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the foregoing instrument, and acknowledged to me that said City executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public for Idaho
Residing at _____
Commission Expires _____

EXHIBIT A

The south 10 feet of the north 40 feet of Tract 4 and the south 10 feet of the north 40 feet of the west 50 feet of Tract 3 of Block 25 of Post Falls Irrigated Tracts, according to the plat recorded in Book C of Plats at Pages 78, 79, and 80, records of Kootenai County, Idaho.



**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: MAY 16TH, 2023**

DATE: MAY 8TH, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN – CITY ENGINEER
**SUBJECT: FANNING ADDITION TO ALAN PARK BUSINESS CENTER MINOR SUBDIVISION
PLAT APPLICATION**

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature of the final plat for the Fanning Addition to Alan Park Business Center Minor Subdivision.

DISCUSSION: The Developer has provided surety for the remaining improvements.

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

APPROVED OR DIRECTION GIVEN: Under the Subdivision Ordinance the plat application is returned to Council, for authorization of the Mayor’s signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the plat application, surety, and engineer’s estimate are available in the Community Development Department for review.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 05/16/2023 07:00:00

DATE: 05/09/2023 17:38:41
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Alyssa Gersdorf
SUBJECT: Pretreatment Sampling Agreement with Burly Products, Inc

ITEM AND RECOMMENDED ACTION:

The City of Post Falls Water Reclamation Division manages an Industrial Pretreatment program to meet state and federal regulations and protect the reclamation facility's treatment process. Burly Products, Inc. is a local business which, based on a unit process within the business, is defined as a Significant Industrial User. Burly Projects, Inc. has been issued a discharge permit by the division which includes requirements for biannual sampling of their discharge prior to it entering the combined City system. The past agreement for pretreatment sampling by City staff on behalf of Burly Products expired in April 2023. Burly would like to renew the agreement and it is recommended that City Council approves and authorizes the Mayor to sign the pretreatment sampling services agreement with Burly Products, Inc.

DISCUSSION:

In April 2022, an agreement for City staff to provide pretreatment sampling on behalf of Burly Products was authorized by the City Council. This agreement expired in April 2023. Burly has indicated they would like to renew the agreement; City staff are also comfortable renewing the agreement. The proposed agreement renewal will allow for our trained staff to continue to collect and transmit samples to a contract laboratory on behalf of Burly Products. All other permit requirements, including reporting requirements, will remain the responsibility of Burly Products. The City fee schedule allows for the City to seek reimbursement for sampling costs therefore there is no additional expense to the City for completing the sampling.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

4/5/22

APPROVED OR DIRECTION GIVEN:

Council authorized the mayor to sign the agreement.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$0

BUDGET CODE:

N/A

INDUSTRIAL PRETREATMENT SAMPLING SERVICES AGREEMENT

BETWEEN

THE CITY OF POST FALLS

AND

BURLY PRODUCTS INC.

This Pretreatment Sampling Services Agreement (“Agreement”) is entered into as of this 26th day of April, 2023, between the Parties: the City of Post Falls (“City”), whose address is 408 N. Spokane Street, Post Falls, Idaho 83854 and Burly Products, Inc. (“Burly”), whose address is 3999 St Joe Ave, Post Falls, ID 83854.

RECITALS

1. Pursuant to federal regulations 40 CFR 403.12(g) and 40 CFR 403.12(h) a Publicly Owned Treatment Works (POTW) may take over the required pretreatment sampling and analysis for a categorical industrial user.
2. The City owns and operates a Water Reclamation Facility (“WRF”) and must implement and enforce a POTW Pretreatment Program to regulate and control wastewater treatment systems, pursuant to the requirements of IPDES Permit No ID0025852 and the regulations promulgated thereunder (40 CFR Part 403.8, as amended at 70 FR 60134); and
3. The City has been delegated the authority to permit and accept industrial wastewater discharges from all contributing sources, users, and facilities pursuant to of IPDES Permit No ID0025852.
4. Burly’s discharge is regulated under categorical pretreatment standards for new sources (PSNS) set forth in 40 CFR 433.17 – Metal Finishing which classifies Burly as a categorical industrial user.
5. Burly discharges industrial wastewater to the City WRF pursuant to permit #IDPF0003 as of July 1, 2021.
6. The Parties desire to enter into an agreement to cooperatively implement the pretreatment sampling requirement of 40 CFR 433.17 and permit #IDPF0003.

AGREEMENT

Pursuant to federal regulations 40 CFR 403.12(g) and 40 CFR 403.12(h) and in consideration of the terms and conditions contained herein, as well as the attached Exhibits which are incorporated and made a part hereof, the Parties agree as follows:

SECTION 1. PURPOSE:

The purpose of this Agreement is to define roles and responsibilities of the City and Burly as set forth herein for pretreatment sampling requirements as defined in 40 CFR 433.17 and permit #IDPF0003.

SECTION 2. RECITALS ADOPTED:

The recitals set forth above are hereby adopted as the factual basis for this Agreement.

SECTION 3. PRETREATMENT PROGRAM AUTHORITY AND STANDARDS

- A. City's Delegated POTW Pretreatment Program Authority. The City owns and operates a wastewater collection and treatment system and has been delegated the authority to permit and accept industrial wastewater discharges from all industrial sources, users, and facilities, pursuant to 40 CFR 403.11. The City is currently the Control Authority over the POTW Pretreatment Program governing discharges to its wastewater treatment system pursuant to this delegation from the Idaho Department of Environmental Quality.
- B. City's Adopted Pretreatment Ordinances. The City has adopted ordinance 13.20 Wastewater Discharge Restrictions, which establishes a POTW Pretreatment Program for the regulation and permitting of users and enforcement of standards and requirements, which meet federal, state, and local water quality standards for users.
- C. Amendments of City's Adopted Pretreatment Ordinance. In the event that the City amends its Pretreatment Program, or any pretreatment regulations and standards, the City shall notify Burly within thirty (30) days of adoption of any amendments.

SECTION 4. SAMPLING AND REPORTING

- A. The City will conduct and coordinate the sample collection and laboratory analysis for parameters with effluent limits in Burly's wastewater discharge permit at the required permit sampling frequency.
- B. Sampling results will be sent to Burly for interpretation and analysis for periodic reporting requirements.
- C. If resampling is needed or an effluent violation is identified, Burly is to notify the City within twenty-four (24) hours of identifying the need to resample and the City shall perform the repeat sampling and analysis unless it notifies the user of the violation and requires Burly to perform the repeat analysis.
- D. Burly is responsible for periodic reporting requirements and all other permit related requirements and record keeping.

SECTION 5. COST

- A. Burly agrees to fully reimburse the City for one hundred percent (100%) of all actual costs and expenses incurred for the sampling, including administration and overhead cost at the current rate schedule attached as Exhibit "B", or its subsequent amendments.
- B. Within sixty (60) days after completion of the sampling, City will submit a final billing invoice to Burly for any balance owed. Billing invoices will be submitted to the contact address as indicated in this Agreement.
- C. Burly shall make all required payments in the form, intervals, and manner requested by the City Finance Director, no later than forty-five (45) days from the date upon which they were billed. The City reserves the right to terminate service if payments are not received within forty-five (45) days from the date upon which they were billed.

SECTION 6. OTHER PROVISIONS

- A. ENTIRE AGREEMENT. This Agreement contains the entire written agreement and constitutes the final Agreement between the Parties concerning pretreatment sampling. This Agreement may be amended only in writing, signed by both Parties.
- B. SEVERABILITY. If any section, term, condition, or part of this Agreement or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the validity or enforceability of any other sections, terms, conditions or parts of this Agreement, which can be given effect without the invalid section, term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
- C. REVIEW AND AMENDMENT. The terms of this Agreement may be amended only by written agreement of the Parties and executed with the same formalities as this present Agreement. Written notice of a request to amend this Agreement must be submitted to the contact address as indicated in this Agreement.
- D. TERM OF AGREEMENT. The initial term of this Agreement shall be one (1) year. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current term. Any renewal term shall be subject to the same terms and conditions of the initial term, unless otherwise agreed to in writing by both parties.
- E. TERMINATION. Agreement shall automatically terminate if discharge of Burly's wastewater to the City's WRF is no longer accepted or if Burly is no longer classified as a categorical industrial user. Either party may terminate this agreement by providing written notice to the contact address as indicated in this agreement. Termination will take effect thirty (30) days following written notice.
- F. DISPUTE RESOLUTION. Should a dispute arise, the City and Burly shall attempt to resolve the matter by promptly meeting and discussing the dispute. If the dispute is not resolved following such discussion, the parties agree to mediate the dispute in accordance with Idaho law.

- G. JURISDICTION AND VENUE. This Agreement shall be interpreted in accordance with the laws of the State of Idaho and relevant federal requirements. The District Court of the State of Idaho in the County of Kootenai, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement and may not thereafter be removed to any other state or federal court.
- K. NO THIRD PARTY RIGHTS. This Agreement is solely for the benefit of the City and Burly and gives no right to any other party or person.
- L. NO JOINT VENTURE. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.
- M. INDEMNIFICATION.
- i. Burly 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 Burly performed under this Agreement by the Burly, its agents or employees to the fullest extent permitted by law. Burly'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. Burly'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 of (a) the City, its agents or employees, and (b) Burly, its agents or employees shall apply only to the extent of negligence of the Burly or its agents or employees. Burly'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. Burly's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Burly's actual, proportional indemnity obligation as determined by a court of law.
 - ii. Specifically, Burly shall defend, indemnify and hold harmless the City and its officers, officials, employees, contractors and agents, from any and all claims, demands, suits, actions, fines, penalties, liability and costs incurred as a proximate result of process wastewater or domestic wastewater discharged from users, disruption of treatment processes, or operations, harmful degradation of sludge quality, NPDES permit violations, and other air, water and sludge quality violations caused by harmful wastes discharged from users; and incurred as a result of the failure of Burly and its contractors, agents, employees and representatives to comply with this Agreement. Burly's obligation hereunder shall include reimbursement to the City for fines or costs stemming from injury to the City personnel, and for damage to the City facilities.
 - iii. In the event that any suit based on such a claim, demand, suit, action, fine, penalty or liability is brought against either party, each party retains the right to participate in said suit if any principle of public law is involved.

- N. ATTORNEYS FEES AND COSTS. If either party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.
- O. 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.
- i. Boycotting Israel: If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Burly employs ten (10) or more persons, then Burly 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).
 - ii. Contract with Abortion Providers: To the extent this Agreement is subject to the use of public funds, Burly 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).

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

City of Post Falls
By:

Burly Products Inc
By:

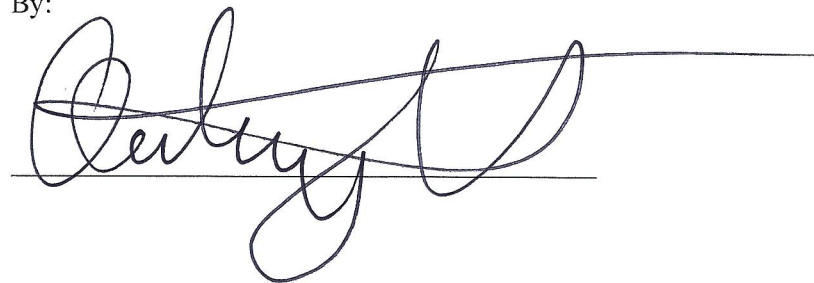


EXHIBIT A



Figure 1. July 2018 Google Earth Imagery of the Burly Products, Inc. Facility

EXHIBIT B

Miscellaneous Utilities Fee section of Resolution No. 23-01

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

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

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

MISCELLANEOUS UTILITY FEES:

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: MAY 16TH 2023**

DATE: July 11, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER
SUBJECT: SANITARY SEWER AND UTILITIES EASEMENT – PRAIRIE CROSSING

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor's signature to accept dedication of an easement to the City, associated with the extension of sanitary sewer needed to service the Prairie Crossing and Jacklin Hwy 41 Projects.

DISCUSSION: The Jacklin Land Company is in the process of developing property northeast of the Prairie Avenue / SH41 intersection, Jacklin Hwy 41 project. In order to provide sanitary sewer service to the property, sanitary sewer needs to be extended to the site thru the Prairie Crossing Project owned by GVD Partners, LP. GVD has provided a construction easement to the Jacklin's to allow for the sewer construction, and that work is underway. Dedication of a permanent easement is necessary to secure ownership of the sewer mains and facilitate the City's ability to access, maintain and operate such, upon completion. The sanitary sewer as designed and being constructed is located to provide appropriate service to both the Prairie Crossing Project and the Jacklin Hwy 41 projects.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: None at this time. City would assume ownership and maintenance of sanitary sewer improvements upon completion of construction and acceptance of improvements meeting City Standards.

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the easement is attached.

GRANT OF EASEMENT

Sanitary Sewer and Utilities Prairie Crossing

KNOW ALL MEN BY THESE PRESENTS that, GVD Partners, LP, a Washington limited partnership, 909 W. 1st Ave., Suite B, Spokane, WA 99201, herein after termed "Grantor", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby grant unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement of varying widths for the construction, improvement, operation and maintenance of sewer and utilities, over, under, upon and across the following described property, to wit:

Those portions of Government Lots 3 and 4, south of the Spokane International Railroad, located in the Southwest Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, State of Idaho. Described as follows;

Commencing at the Southwest corner of said Section 19; thence along the west line of said Section 19 N 01°01'46" E, a distance of 2036.14 feet to a point on the southerly right-of-way line of the Spokane International Railroad; thence along said Railroad right-of-way line S 63°36'42" E, a distance of 175.91 feet to the Northwest corner of said portion of Government Lots 3 and 4, marked by a set 5/8 inch rebar with yellow plastic cap marked LS 9367; thence continuing along said Railroad right-of-way line S 63°38'42" E, a distance of 1325.57 feet to a found 5/8 inch rebar with yellow plastic cap marked 9367, said point being the Point of Beginning for Line A;

An easement 14.00 feet wide, along the easterly boundary line of said portion of Government Lots 3 and 4, the easterly line of which is described as follows:

Thence along said east boundary line S 00°59'04" W, 630.20 feet;

Said easement widening to 50.00 feet and centered on a line described as follows:

Thence N 88°26'22" W, 296.97 feet;

Thence N 88°36'24" W, 345.21 feet;

Thence N 55°17'05" W, 143.31 feet;

Thence N 25°44'06" W, 347.35 feet;

Thence N 26°41'38" W, 247.02 feet;

Thence N 67°46'06" W, 107.47 feet;

Said easement remaining 50 feet in width and laying parallel and adjacent to the westerly boundary of said portion of Government Lots 3 and 4 along a line from the previous call, N 01°02'50" E, 446.30 feet more or less to the aforementioned southerly railroad right-of-way line;

Also including an additional 40.11 foot wide easement along the northerly rights-of-way for Prairie Avenue, the southern line of which is described as follows:

Commencing at the Southwest corner of said Section 19; thence along the west line of said Section 19 N 01°01'46" E, a distance of 2036.14 feet to a point on the southerly right-of-way line of the Spokane International Railroad; thence along said Railroad right-of-way line S 63°36'42" E, a distance of 175.91 feet to the Northwest corner of said portion of Government Lots 3 and 4, marked by a set 5/8 inch rebar with yellow plastic cap marked LS 9367; thence S 01°01'46" W, a distance of 1872.20 feet along the east right-of-way line of State Highway 41, said point being the intersection of said east right-of-way line of State Highway 41 and the north right-of-way line of Prairie Avenue, said point being the Point of Beginning for Line B;

Thence along said northerly rights-of-way of Prairie Avenue S 88°10'02" E, 288.71 feet;

Said easement widening to 50.00 feet in width and centered on a line described as follows from the last call:

Thence N 01°01'37" E, 143.42 feet;

Thence N 01°06'00" E, 604.15 feet;

Thence N 24°44'15" E, 76.91 feet;

Thence N 64°20'18" E, 78.11 feet more or less to a point intersecting with said easement of Line A.

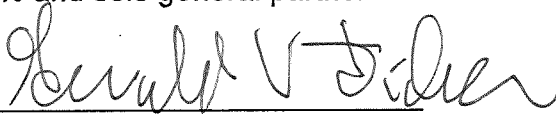
All side and edge lines of said easement are to be extended or contracted at angle points to remove any gaps or overlaps.

TO HAVE AND TO HOLD said easement for sewer and utility purposes so long as the same shall be used, operated and maintained as such. The Grantor 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 25th day of April, 2023.

GVD PARTNERS, LP,
a Washington limited partnership

By: GVD Investments, Inc.,
a Washington corporation,
its 1% and sole general partner

By: 
Gerald V. Dicker, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

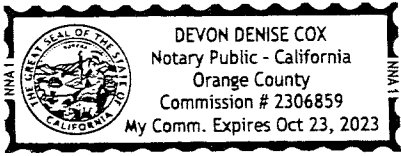
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)
On April 25th, 2023 before me, Devon Denise Cox, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Gerald V. Dicker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Devon Denise Cox
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: Signers for City of Post Falls

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gerald V. Dicker
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: GVD Partners, LP

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CITY OF POST FALLS

This sewer and utility 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: _____

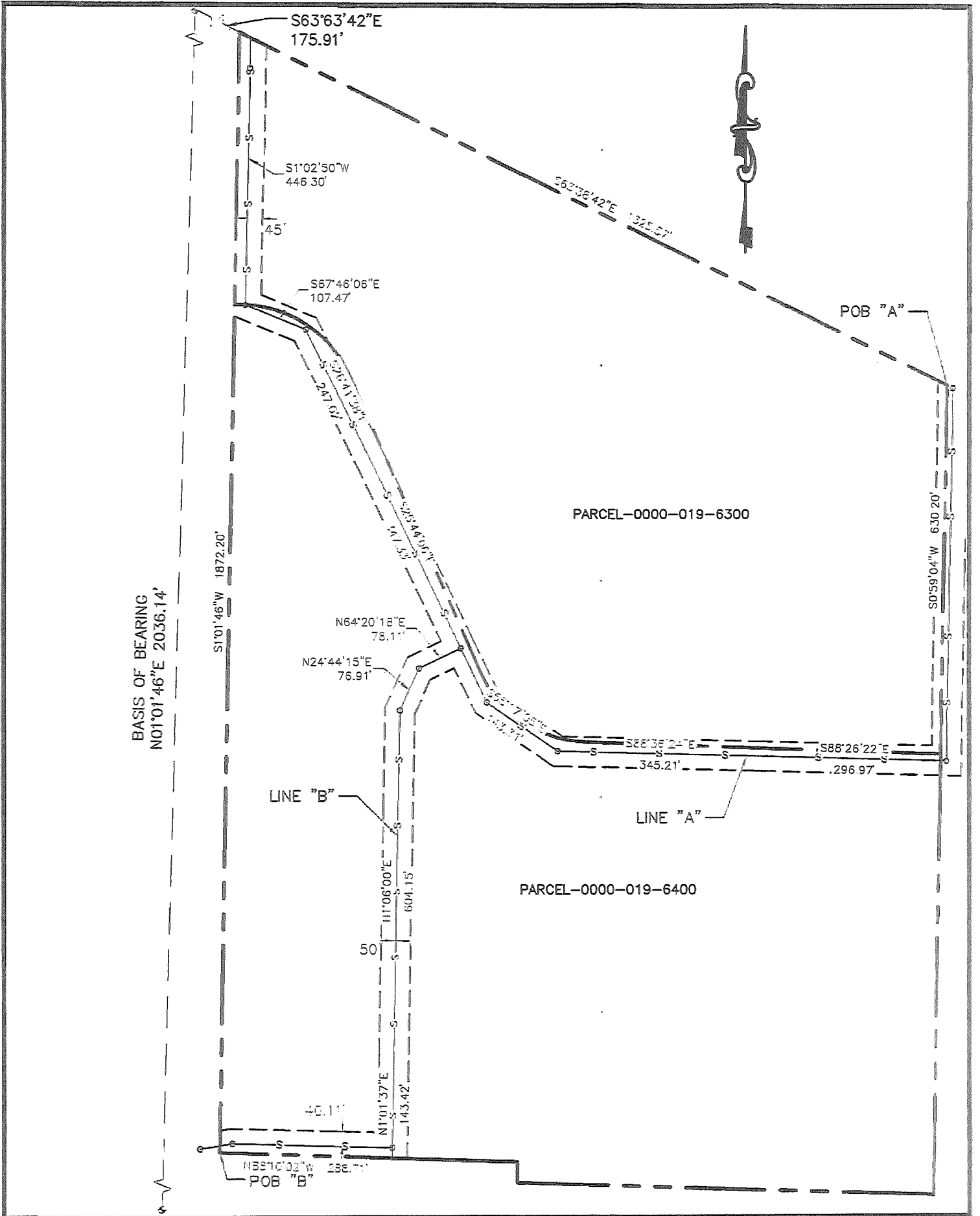


EXHIBIT "A"		
SCALE: NA	DATE: 4/10/2023	FILE: P430C SS EASMENT

FRAME & SMETANA

ENGINEERING AND SURVEYING
603 North 4th Street,
Coeur d'Alene, Idaho, 83814
Ph. (208) 664-2121
Email: info@framesandsmetana.com

FS

SHEET
1 OF 1



Hayden
 10780 N Highway 95 Hayden, ID 83835
 208.762.6690

SALES AGREEMENT

AGREEMENT: Q000317118-1
 AGREEMENT DATE: 5/3/2023
 AGREEMENT EXPIRES: 5/13/2023
 WAREHOUSE: Hayden Machine Sales
 CUSTOMER NO.: 6994500
 CUSTOMER PO:
 SALESMAN: Jeff D Shaw
 208-659-3003
 Jeff.Shaw@wseco.com

SOLD TO:
 City Of Post Falls
 408 N Spokane St
 Attn: Town Supervisor
 Post Falls, ID 83854-7538

SHIP TO:
 Office
 408 N Spokane St
 Attn: Town Supervisor
 Post Falls, ID 83854-7538

ITEM DESCRIPTION	PRICE
2023 Caterpillar 303 Track Excavator S/N: NXY01177 ID:E0120940	\$62,766.00
● EMS Basic - 1 Yr / 500 Hr Parts Only Preventative Maintenance Kit.	
Caterpillar 24" HD BKT 4.2CFT 303-304 C/E S/N: A6221BK30560 YEAR: 2022 ID: E0108619	\$1,389.00
Caterpillar THUMB 304H S/N: A4226TH20136 YEAR: 2022 ID: E0117398	\$2,430.56
Caterpillar 40" HD BKT 4.8CFT 303-304 C/E S/N: CH225DC20117 YEAR: 2023 ID: E0121269	\$1,285.00
Caterpillar HYD CPLR LOCK 303C-304.5E2 S/N: 285519822 YEAR: 2023 ID: E0123260	\$2,764.00
Delivery Freight	\$0.00
New Warranty - 5 Yr / 2000 Hr Premier Warranty	\$0.00
List Price Discount - 2023 Sourcwell Discount -20% Off List Price. Contract #032119 CAT -	(\$14,126.91)

Notes		
	Before Tax Balance	\$56,507.65
	Sales Tax	\$0.00
	Trade Payoff	\$0.00
	Downpayment	\$0.00
	Net Due	\$56,507.65

Western States Equipment	City Of Post Falls
Order Received by _____	Approved and Accepted by _____
Title Salesman _____ Date _____	Title _____ Date _____
	Warranty Document Received (initial) _____

Trade Ins: All trade-ins are subject to equipment being in as inspected condition by vendor at time of delivery of replacement machine purchase above. Purchaser hereby sells the trade in equipment described above to the vendor and warrants it to be free and clear of all claims, liens, and security interest except as shown above.
Warranty: By initialing above the customer acknowledges that they have received a copy of the Western States Co/Caterpillar Warranty and has read and understands said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified above.



SALES AGREEMENT

NO.: Q000317118-1

EQUIPMENT DETAILS

5525480 303 07A CR HYD EXCAVATOR	5199283 TRAVEL LEVERS AND PEDALS
5414787 FILM, PRODUCT LINK, ANSI	5421495 2 WAY CONTROL
5421504 FILM, INC. CANADA	5461419 UNDERCARRIAGE, FIXED, STD BLD
5461451 DRAIN, ECOLOGY	5461517 BOOM, STANDARD
5571709 SOFTWARE, PROPORTIONAL CONTROL	5571710 SOFTWARE, STICK STEER CONTROL
5571713 SOFTWARE, CODED START	5581744 ALARM, TRAVEL
5693571 INSTRUCTIONS, ANSI	5719087 LINKAGE, BUCKET, W/LIFTING EYE
5767656 BLADE, FIXED, BOCE	5779794 ENGINE, MLIT STP3/EPA TIER 4F
5882227 ACCUMULATOR	6017968 HYDRAULIC OIL, STD
6161986 303 07A CR MHE CFG1B	4218926 SERIALIZED TECHNICAL MEDIA KIT
0P2266 SHIPPING/STORAGE PROTECTION	0P4299 PACKING, LAST MILE PROGRAM
0P9002 LANE 2 ORDER	5199266 SEAT, SUSPENSION, VINYL
5254465 CAT KEY, WITH PASS CODE OPTION	5428886 BOOM LIGHT, LED
5461449 CONTROL, 1ST AUX, JOYSTICK	5525495 LINES, BOOM W/O BLCV
5525497 LINES, STICK W/O SLCV	5551839 CWT, STANDARD
5558085 LINES, BUCKET, STD STICK	5581740 STICK, STD W/ THUMB BRACKET
5662913 TRACK, 12", RUBBER	5739677 PRODUCT LINK, CELLULAR PL243
5757224 LINES, 1ST AUX, STD STICK	5807179 MONITOR NEXT GEN, NO CAMERA
5914710 CANOPY, ROPS	5945727 FILM, CANOPY
5947895 FLOORMAT, CANOPY, W/TRAVEL	5997202 SEAT BELT, 3" RETRACTABLE
6023576 FILM, ROPS, ISO, CANOPY	0P0227 MINI HYD EXCAVATOR WORK TOOLS
4649904 BUCKET-HD, 24", 4.2 FT3, 3T	1542638 PINS, BUCKET, 40MM
0P0227 MINI HYD EXCAVATOR WORK TOOLS	4522740 THUMB, HYDRAULIC, 3-4T
0P0227 MINI HYD EXCAVATOR WORK TOOLS	2794322 BUCKET-DC, 40", 4.8 FT3, 3T
1542638 PINS, BUCKET, 40MM	0P0227 MINI HYD EXCAVATOR WORK TOOLS
4855300 COUPLER, PG, HYDR.D.LOCK, 3-4T	

TERMS AND CONDITIONS

1. OFFER TO SELL, METHODS OF ACCEPTANCE AND AGREEMENT TERMS: This Sales Agreement ("SA") is an offer for the sale of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. This offer may be accepted by **(1)** the execution of this SA by a representative of Customer or **(2)** Customer's verbal or written authorizations or conduct consistent with prior course of dealing between the parties authorizing WSECO to take action to fulfill this SA, or **(3)** the commencement of the manufacture or shipment of the goods specified in this SA, whichever of the foregoing first occurs.

Acceptance of this SA is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this SA and this SA shall be deemed agreed to by WSECO without said additional or different terms. Once accepted, this SA shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this SA or contained in a separate writing supplementing this SA and signed by authorized agents of both WSECO and Customer. This SA will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this SA will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

2. PAYMENT TERMS: Customer agrees to pay the sales price for the equipment, less any net trade-in allowance, in accordance with the payment terms as all stated on the invoice. The sales price is offered F.O.B. at WSECO's designated facility as stated on the invoice and Customer is responsible for all shipping charges as provided in this SA. Customer is also responsible for paying all applicable sales, use or any other applicable taxes levied or assessed on the equipment by any federal, state or local governmental authority, unless Customer provides WSECO an appropriate exemption certificate as stated on the invoice. In the event that Customer fails to pay any applicable tax or other charge as agreed herein or fails to provide a valid exemption certificate, Customer agrees to indemnify and hold WSECO harmless from any liability and expense by reason of Customer's failure to pay said taxes or assessments, including, but not limited to, WSECO's reasonable attorney's fees and costs and other necessary legal expenses resulting from such failure.

3. GRANT OF SECURITY INTEREST, AUTHORIZATION TO FILE STATEMENT AND PROTECTION OF COLLATERAL: Until the Customer pays the total sales price and additional charges as provided in this SA, Customer hereby grants WSECO a security interest in and to the equipment and all additions, replacements, substitutions, and proceeds of the same ("Collateral") to secure payment of the sales price and any and all other amounts owed or owing by Customer to WSECO under this SA or otherwise. Customer authorizes WSECO to file financing statement(s) evidencing this security agreement and the collateral subject thereto and to take all steps necessary to perfect WSECO's interest in the equipment.

Customer agrees to execute any documents required by WSECO to evidence and perfect such security interest. Customer hereby appoints WSECO as its irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect or to continue the security interest granted in this SA. Customer will reimburse WSECO for all expenses for the perfection and the continuation of the perfection of WSECO's security interest in the Collateral. Customer promptly will notify WSECO before any changes in Customer's name including any changes to the assumed business names of Customer.

Customer, upon WSECO's request, will deliver to WSECO a schedule of the locations of the Collateral and agrees to update the list upon WSECO's further request. Customer will not commit or permit damage to or destruction of the Collateral or any material part of the Collateral. WSECO and its designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral. Customer shall immediately notify WSECO of all cases involving the loss or damage of or to any material portion of the Collateral and generally of all material happenings and events affecting the Collateral.

4. INSURANCE: Customer shall not move, load, transport or otherwise handle the equipment on WSECO's premises without first having obtained insurance coverage. Customer shall carry all risks insurance on the equipment, including, without limitation, fire, theft and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. As long as any portion of the sales price is outstanding, Customer will deliver to WSECO from time to time the policies or certificates of insurance in forms satisfactory to WSECO, showing WSECO as an additional insured and including stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days prior written notice to WSECO.

5. TIME OF DELIVERY AND SHIPPING: Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to Customer on the scheduled delivery date as stated on the invoice. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of the invoice to the contrary. Customer is responsible for all freight, shipping, loading and unloading costs.

6. RISK OF LOSS/SHORTAGES/REJECTION OF GOODS: Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Any claim by Customer for shortage in shipment shall be made by written notice to WSECO within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach and shortage in shipment is not deemed to constitute a nonconformity.

All equipment or goods shall be subject to the standard manufacturing and commercial variation and practices of the manufacturer thereof. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to the order. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within fifteen (15) days after delivery of the goods. It is agreed that in the event of rejection, Customer will store the goods or reship the goods to WSECO. Should Customer use the equipment or goods, such use shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this SA, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.

7. ASSIGNMENTS: No right or interest in this SA shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

8. NO WARRANTY: Unless provided otherwise on the invoice, the equipment is purchased "**AS IS**" and there is no other agreement with Customer regarding the equipment other than what is stated in this SA and in any credit instrument and/or guaranty between Customer and WSECO. There are no other warranties, express or implied, for any equipment, product, service, or other items sold or furnished under this SA unless agreed to in writing between Customer and WSECO. **WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. EQUIPMENT FAILURE/LIMITATION OF REMEDIES: If, for any reason, the equipment does not perform satisfactorily, as judged by WSECO in its sole discretion, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this SA. This remedy does not apply if the equipment has failed or performs less than satisfactorily due to improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints specified by WSECO or the equipment manufacturer. Customer is responsible for all expenses related to repair or replacement due to these causes. **THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.**

10. LIMITATION OF LIABILITY: Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this SA or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this SA, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. Customer's sole remedy, for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "**EQUIPMENT FAILURE/LIMITATION OF REMEDIES**" of this SA. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing. Customer agrees that it has selected each item of equipment based upon its own judgment and particular needs and disclaims any reliance upon any statements or presentations made by WSECO. The liability for performing under any manufacturer warranty program rests solely with the subject manufacturer and WSECO has no liability or responsibility for performance thereunder.

11. FORCE MAJEURE: WSECO shall not be responsible or liable for any delay or failure to deliver any or all of the goods and/or performance of the services where such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.

12. INDEMNITY: Customer agrees to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise.

13. DEFAULT BY CUSTOMER: An event of default shall occur if (a) Customer fails to pay when due the sales price; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by it hereunder; (c) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if its owners, shareholders or members of Customer take actions towards dissolution or liquidation of Customer; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof prior to paying the full sales price; or (e) WSECO, in good faith deems itself, insecure relative to payment of the sales price.

Upon the occurrence of any event of default, WSECO may exercise the following rights and remedies: (i) declare the sales price immediately due and payable; (ii) require Customer to assemble the equipment and make it available to WSECO at a place and time designated by WSECO; (iii) WSECO shall have full power to enter upon the property or jobsite of the Customer and take possession of and remove the equipment; (iv) WSECO shall have full power and authority to sell, lease, transfer or otherwise deal with the equipment or proceeds thereof, and in connection therewith WSECO may bid on the goods or equipment and that a commercially reasonable price for said reclaimed equipment may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors for goods of similar type and condition; (v) if WSECO chooses to sell or lease the reclaimed equipment, WSECO may obtain a judgment against Customer for any deficiency remaining on the sales price after application of all amounts received from the exercise of its rights under this SA; and (vi) all rights and remedies of a secured creditor under the provisions of the Idaho Uniform Commercial Code, as amended from time to time. All of WSECO's rights and remedies, whether evidenced by this SA or other related agreement, shall be cumulative and may be exercised singularly or concurrently. Customer agrees to pay all costs incurred by WSECO in enforcing this SA or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

14. JURISDICTION AND VENUE: This SA and the relationship between WSECO and Customer shall be governed and construed according to the laws of the State of Idaho. At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this SA shall be in the in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction.

15. EQUIPMENT DATA: This machine may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the machine performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve the Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer to the terms and conditions of SA by signing below. Until this SA (or identical counterpart thereof) has been signed by our duly authorized representative, it will constitute an offer by Customer to enter into this SA with WSECO on the terms herein.

CUSTOMER: _____

WESTERN STATES EQUIPMENT COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Salesman _____

Date: _____

Date: _____



STANDARD WARRANTY AND APPLICATION FOR EXTENDED COVERAGE FOR CATERPILLAR PRODUCTS

The Caterpillar equipment owner identified below ("Owner") hereby applies to Western States Equipment for Standard or Extended Coverage in accordance with the terms as set forth in this document, for the Caterpillar product identified below. Owner desires the Standard or Extended coverage option(s) listed below:

COVERAGE EXPIRATION - FIRST TO OCCUR (MONTHS OR HOURS) - Months after retail purchase (less duration of rental, demonstration, or other usage, if any, prior to the first purchaser or lessee)

Standard Warranty period based on Caterpillar guidelines				
OWNER's NAME City Of Post Falls			OWNER PHONE	
OWNER ADDRESS, CITY and ZIP CODE 408 N Spokane St Attn: Town Supervisor Post Falls, ID 83854-7538				
EXTENDED WARRANTY COVERAGE New Warranty - 5 Yr / 2000 Hr Premier Warranty				
MODEL 303	PRODUCT DESCRIPTION 303 Track Excavator	HOUR METER 0	SERIAL NUMBER NXY01177	DELIVERY DATE

IMPORTANT NOTE TO OWNER: Complete terms of Standard or Extended Coverage are set forth on this document. Please read all pages carefully before signing. **YOUR RIGHTS AND REMEDIES IN CONNECTION WITH STANDARD OR EXTENDED COVERAGE ARE LIMITED AS INDICATED ON ALL PAGES OF THIS DOCUMENT. CATERPILLAR PRODUCTS CARRY NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS. STANDARD WARRANTY OR EXTENDED COVERAGE IS NOT INSURANCE.**

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of Standard or Extended Coverage, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until I pay the applicable charge for this extended coverage. I understand the SOS requirements _____ (initial)

OWNER/LESSEE SIGNATURE : _____ DATE: _____

The owner and product identified above meet all requirements for the coverage requested and the applicable charge for extended coverage has been paid.

DEALER SIGNATURE : _____ DATE: _____

TRANSFER: The unexpired portion of the Standard or Extended Repair Coverage may be transferred with Western States Equipment approval (see section F on back for complete details). Complete the section below to request transfer.

Purchase Application <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> FORESTRY <input type="checkbox"/> WASTE <input type="checkbox"/> GOVERNMENTAL <input type="checkbox"/> AG	PURCHASER NAME	DATE MACHINE SOLD	DATES INSPECTION COMPLETED & APPROVED	
	ADDRESS (STREET, RR)	(CITY/TOWN)	(STATE)	(ZIP CODE)
	TRANSFER HOUR METER READING	SIGNATURE OF NEW BUYER	DEALER CONFIRMATION	

By signing this agreement I agree to the terms on the following pages.

CATERPILLAR STANDARD WARRANTY

General Provisions: Caterpillar warrants the products sold by it, and operating within the geographic area serviced by authorized USA and Canadian Caterpillar dealers, to be free from defects in material and workmanship. In other areas and for other products, different warranties may apply. Copies of applicable warranties may be obtained by writing Caterpillar Inc. 100 N.E. Adams St., Peoria IL, USA61629-3345.

Warranty Period: The Standard Caterpillar Machine Warranty is 12 Months/UNLIMITED hours of operation (whichever occurs first), based upon Caterpillar's recommended guidelines. For new associated work tools, the warranty period is 12 Months/UNLIMITED hours, starting from the date of delivery or sale to first user. No extended coverage is available for Caterpillar work tools. For new replacement engines, the warranty is 6 months, starting from date of delivery to the first user. Note: For hydraulic line's quick connect / disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.

Caterpillar Responsibilities: If a defect in materials or workmanship is found during the Standard Warranty period, Caterpillar will, during normal working hours and at a place of business of a Caterpillar dealer or other source approved by Caterpillar. 1) Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar-approved repaired parts or assembled components needed to correct the defect. 2) Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect. 3) Provide reasonable or customary labor needed to connect the defect. Note: Items replaced under this warranty become the property of Caterpillar. Owner Responsibilities: The user is responsible for: 1) Providing proof of deliver date to the first user. 2) The costs associated with transporting the product. 3) Labor costs, except as stated under "Caterpillar Responsibilities." 4) Local taxes, if applicable. 5) Parts shipping charges in excess of those which are usual and customary (air freight). 6) Cost to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship. 7) Giving timely notice of a warrantable failure and promptly making the product available for repair. 8) Costs associated with the performance of required maintenance (including proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear. 9) Allowing Caterpillar access to all electronically stored data. 10) Costs associated with travel time and mileage required for on-site repairs.

EXTENDED REPAIR COVERAGE

A. General Provisions: During the selected coverage period, Western States Equipment will repair or replace, at its option, covered components of the product identified on the face of this document under the Extended Coverage Section. Coverage is subject to the listed conditions of "Standard", "Full Machine", "Power Train", or "Power Train Plus Hydraulics" and for the appropriately indicated "Months" and "Hours" for components that are defective in material or workmanship, subject to the terms and conditions set forth on both sides of this document. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below or as stated within the Standard Caterpillar Warranty section above. Under the "Governmental Full Machine" option, the extended coverage includes Scheduled Oil Sampling materials and analysis provided by Western States Equipment at Caterpillar's prescribed intervals. An Extended Coverage Contract is not required for purchase or to obtain financing.

Warranty Periods: Warranty periods for Extended Coverage are indicated in the extended warranty coverage box on the face of this document. The coverage is listed for hours and months, whichever expires first.

Owners Responsibilities: The owner (lessee, for leased products) at their expense, must maintain the product in accordance with the product's Operators Manual, and, upon request, provide adequate records verifying maintenance. For the "Power Train", "Power Train Plus Hydraulics", and "Full Machine" Extended Coverage, Scheduled Oil Sampling (SOS) must be taken by the owner at Caterpillar recommended intervals and sent to Western States Equipment. Failure to do so could jeopardize the Extended Coverage and result in shared liability on a pro rata basis if SOS could have predicted or reduced the cost of a covered failure. Note: Any malfunction of the service meter shall be reported within 30 days of said malfunction in writing, or this agreement is null and void.

Power Train Extended Coverage: The following components are covered. If a component is not listed, it is not covered. 1) ENGINE: basic engine including engine components essential to engine operation (i.e., fuel pump, oil pump, water pump, turbocharger, governor, engine control module, etc.). 2) TRANSMISSION: includes transmission pump and hydraulic controls. 3) TORQUE CONVERTER/DIVIDER. 4) DRIVE LINE: includes pinion and bevel gear. 5) TRANSFER GEAR GROUP. 6) DRIVE AXLES. 7) FINAL DRIVES. 8) HYDRAULIC DRIVE PUMPS AND MOTORS: on hydraulic excavators and machines equipped with hydrostatic drive or differential steering, including hydrostatic lines between the pump and motor. 9) BRAKE COMPONENTS for track-type loaders and tractors, only if they also provide steering. 10) STEERING CLUTCH COMPONENTS: on track-type loaders and tractors, if so equipped. 11) DIFFERENTIAL STEERING COMPONENTS: includes differential steer planetary group, pump, motor and pilot valves. 12) VIBRATORY COMPONENTS: on vibratory compactors. Includes vibratory mechanism, hydraulic pump and motor, hydraulic valves, universal joints, bearings, and drum isolation system. 13) ROTOR DRIVE MECHANISM: on paving profilers, reclaimers and stabilizers. This includes the drive shaft group, sheave groups, and clutch group. This excludes belts, chains and rotor brakes. 14) ELECTRONIC CONTROLS AND SENSORS: which function to direct power for moving the machine. This includes power shift controls, engine pressure controls, differential lock, and fingertip controls. Also includes the wiring connectors that are part of the designated power train components.

Power Train Plus Hydraulics Extended Coverage: The following components are covered. If a component is not listed, it is not covered. Power Train Plus Hydraulics coverage includes all of the above listed items under Power Train for the appropriately indicated hours and months, plus the following: 1) HYDRAULIC/STEERING HOSES AND LINES. 2) HYDRAULIC QUICK-COUPERS AND SWIVELS. 3) HYDRAULIC TANKS: includes specific internal parts. 4) HYDRAULIC OIL FILTER BASE, excluding hydraulic oil filters. 5) HYDRAULIC PUMPS AND MOTORS: including steering pumps (main and supplemental). 6) HYDRAULIC CYLINDERS: steering, suspension, and implement hydraulic cylinders (includes bulldozer and ripper cylinders on track-type tractors). 7) HYDRAULIC VALVES AND CONTROLS: includes all parts that make up a valve for directing or controlling hydraulic fluid for steering and implements, including automatic blade controls and bucket position controls. 8) HYDRAULIC ACCUMULATORS: steering and implement. 9) HYDRAULIC OIL COOLERS: steering and implement.

Full Machine Extended Coverage: All of the listed items included in the POWER TRAIN and POWER TRAIN PLUS HYDRAULICS coverage, plus all attachments/accessories that were installed on the product before delivery which are not covered by another warranty, for the appropriately indicated hours and months of coverage on the face of this document (whichever expires first). Governmental application "Full Machine Failsafe Coverage" will also include all fluid filters and pre-paid SOS as prescribed by Caterpillar's recommendations and a 95% machine availability as recorded by owner. Machine availability for Governmental application Full Machine Failsafe coverage will be determined by:

Scheduled Hours Available for Work (numerator)

Scheduled Hours (denominator)

The machine availability will be evaluated at 12-month intervals. If machine availability is below 95%, Western States Equipment will reimburse owner \$25.00 per hour for the

hours necessary to "enhance" availability to the 95% level.

Note: "Power Train", "Power Train Plus Hydraulics", and "Full Machine" coverage continue (unless transferred or terminated as per Section C or G below) until the expiration of the hours or months listed on the face of this document. The coverage period ends after reaching the specified number of months selected, or when the machine's hour meter reaches the specified number of hours limitation selected, whichever occurs first. Extended Coverage is available only through Western States Equipment for Caterpillar Equipment.

Note: Once Extended Coverage becomes effective, Western States Equipment's obligations there under extend only to the applicant identified on the face of this document, unless the remaining coverage is transferred to a subsequent end use purchaser of the product in accordance with Section F below, and indicated on the face of this document, or cancelled under Section G below.

Note: The travel time and mileage/hauling option is available only to Governmental application "Full Machine Failsafe coverage" option.

B. ITEMS NOT COVERED: Western States Equipment is not responsible for the following: 1) Premiums charged for overtime labor requested by the owner/lessee. 2) Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer if the travel time and mileage/hauling option is not included. 3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, collision or other accidents, or acts of God. 4) Normal maintenance and replacement of maintenance and wear items, such as filters, oil, fuel, hydraulic fluid, lubricants, coolants and conditioners, labor for taking oil sample, tires, Freon, batteries, lights, paint, fuses, glass, seat upholstery, undercarriage, lubricated joints (including pins and bushings), blades and cutting edge parts, belts, dry brakes, dry clutch linings, and bulbs. 5) Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component. 6) Travel time and mileage for Extended Repair Coverage repairs in the field, if travel time and mileage/hauling option is not included. 7) Auxiliary Equipment Manufacturers' attachments and new associated work tools and attachments carry only one warranty as prescribed by that manufacturer. 8) Western States Equipment will not be responsible for repairs, cost of repairs, or be assessed hours against the availability guarantee for damage or downtime caused by fire, vandalism, accident, operator's abuse, negligence, strikes, acts of God, failure to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide, tire failure or Auxiliary Equipment or Attachments. 9) Owner/Lessee will not assess the time required to perform the manufacturer's recommended maintenance as set forth by the lube and maintenance guide against the availability guarantee. 10) All costs (including travel time and mileage/hauling) for repairs required because of abuse or improper operation will be charged to the owner/lessee. Minor repairs that do not affect the immediate and safe operation of the machine will be completed within the earliest possible period within Western States Equipment maintenance schedule.

C. TERMINATION OF EXTENDED COVERAGE: Western States Equipment is relieved of its obligation under Extended Coverage if: 1) The product is altered or modified in any manner not approved by Western States Equipment in writing. 2) The product's hour meter has been rendered inoperative or otherwise tampered with, or any malfunction of the service meter is not reported within 30 days of said malfunction in writing to Western States Equipment. 3) The product is removed from Western States' territory. 4) Use is made of the product within an application group other than the one designated in the original application for Extended Coverage for the product.

D. LIMITATIONS OF WESTERN STATES EQUIPMENT LIABILITY: In no event will Western States Equipment be liable for any incidental or consequential damages (including, without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be caused due to a defect in the product of the breach of performance of Western States Equipment obligations under Extended Coverage.

E. OBTAINING EXTENDED COVERAGE SERVICE: To obtain service the owner/lessee must request Extended Coverage Service from the nearest Western States Equipment branch. When making a request, the owner/lessee must promptly make the product available for repair and inform the dealer of what they believe is the problem/defect. Extended Coverage service can be performed in the field if the owner/lessee and servicing branch agree to do so. However, Western States Equipment will not be held responsible for any additional cost incurred because of the decision to repair a machine in the field. Dealer Branches toll free number:

Idaho Falls, ID	877-552-2287	Pendleton, OR	888-388-2287
Lewiston, ID	800-842-2225	Pasco, WA	800-633-2287
Meridian, ID	800-852-2287	Spokane, WA	800-541-1234
Pocatello, ID	800-832-2287	Hayden, ID	208-762-6600 (Not a toll free number)
Twin Falls, ID	800-258-1009		
Kalispell, MT	800-635-7794		
Missoula, MT	800-548-1512		
LaGrande, OR	800-963-3101		

F. TRANSFER OF UNUSED COVERAGE UPON RESALE: Remaining Extended Coverage applicable to a used Caterpillar product is transferred to a subsequent end use purchaser only if: 1) The subsequent purchase is made before the product's Extended Coverage expires. 2) The product is determined by Western States Equipment to be in satisfactory condition following an inspection performed by an authorized Western States Equipment branch at the subsequent end use purchaser's expense. 3) The subsequent end use purchaser receives Western States Equipment's written confirmation of the transfer. 4) The use of the product by the subsequent end use purchaser remains in the initial/same application group designed on the product's original coverage application, or the subsequent end use purchaser pays the amount specified by Western States Equipment for conversion of the remaining coverage to a different application group.

G. CANCELLATION OF COVERAGE: The owner may cancel Extended Coverage: 1) Within thirty (30) days of machine purchase by original end use purchaser if no claim has been made, and receive a full refund of the coverage purchase price, less a \$50.00 cancellation fee. 2) At any other time during the coverage by the first end use purchaser and receive a pro rata refund of the coverage purchase price for the unexpired term of the coverage, based on the number of lapsed months, less a \$50.00 cancellation fee. 3) Prior to cancellation owner/lessee must provide written notice of the intent to cancel coverage to the nearest Western States Equipment branch.

H. COVERAGE AFFORDED UNDER THIS CONTRACT IS NOT GUARANTEED BY THE IDAHO INSURANCE GUARANTY ASSOCIATION. OBLIGATIONS OF THE MACHINE SERVICE CONTRACT PROVIDER UNDER THIS MACHINE SERVICE CONTRACT ARE GUARANTEED UNDER A SERVICE CONTRACT LIABILITY POLICY. SHOULD THE MACHINE SERVICE CONTRACT PROVIDER FAIL TO PAY OR PROVIDE SERVICE ON ANY CLAIM WITHIN SIXTY (60) DAYS AFTER PROOF OF LOSS HAS BEEN FILED, THE MACHINE SERVICE CONTRACT HOLDER IS ENTITLED TO MAKE A CLAIM DIRECTLY AGAINST THE INSURANCE COMPANY.

I. UPON FAILURE OF THE OBLIGOR TO PERFORM UNDER THE CONTRACT, CATERPILLAR INSURANCE COMPANY SHALL PAY ON BEHALF OF THE OBLIGOR ANY SUMS THE OBLIGOR IS LEGALLY OBLIGATED TO PAY OR SHALL PROVIDE THE SERVICE THAT THE OBLIGOR IS LEGALLY OBLIGATED TO PERFORM ACCORDING TO THE OBLIGOR'S CONTRACTUAL OBLIGATION UNDER THE SERVICE CONTRACTS ISSUED BY THE OBLIGOR, AND CATERPILLAR INSURANCE COMPANY WILL PAY CLAIMS AGAINST THE OBLIGOR FOR THE RETURN OF THE UNEARNED PURCHASE PRICE OF THE SERVICE CONTRACT.

J. THIS DOCUMENT IS NOT AN IMPLIED WARRANTY. THIS COVERAGE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS COVERAGE ARE LIMITED TO THE PROVISION OF MATERIAL AND LABOR, AS SPECIFIED HEREIN. WESTERN STATES EQUIPMENT IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

K. REGISTER OBLIGOR: WESTERN STATES EQUIPMENT COMPANY IS REGISTERED OBLIGOR, WHO IS CONTRACTUALLY OBLIGATED TO THE SERVICE CONTRACT HOLDERS NAME TO PROVIDE SERVICE UNDER THIS SERVICE AGREEMENT. WESTERN STATES EQUIPMENT COMPANY CAN BE CONTACTED AT THE FOLLOWING ADDRESS OR PHONE NUMBER: WESTERN STATES EQUIPMENT COMPANY 500 E OVERLAND ROAD, MERIDIAN, ID 83642 (208) 888-2287. SERVICE CONTRACT INSURER: CATERPILLAR INSURANCE COMPANY 2120 WEST END AVE., NASHVILLE, TENNESSEE 37203 | 800 248-4228



Caterpillar Inc.
Peoria, Illinois 61629

Check when information has been entered into the Product. Information System through Caterpillar dealer terminal.

DO NOT SEND IF ENTERED INTO P.I.S.

Delivery Service Record

Comprobante Del Servicio de Entrega

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
H510	303	NXY01177	0		

ATTACHMENTS INSTALLED: BUCKET, DOZER, RIPPER, WINCH, CAB, TRANSMISSION, BOOM, STICK, ETC.

ACCESORIOS INSTALADOS: CUCHARON, HOJA, DESGARRADOR, MALACATE, CABINA, TRANSMISION, PLUMA, BRAZO, ETC,

Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P	Mfr. & Model or Part No, Fabricante y Modelo o N/P
24" HD BKT 4.2CFT 303-304 C/E	THUMB 304H	40" HD BKT 4.8CFT 303-304 C/E	HYD CPLR LOCK 303C-304.5E2
Serial No. A6221BK30560 N/S	Serial No. A4226TH20136 N/S	Serial No. CH225DC20117 N/S	Serial No. 285519822 N/S

Customer Name (Please Print) City Of Post Falls
Nombre del Cliente (con letra de imprenta)

Dirección postal completa 408 N Spokane St Attn: Town Supervisor Post Falls, ID 83854-7538

Country USA
país

Delivery service on this machine has been completed, including the following items. Check () when each item is completed.
El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes, Marque () cada punto que complete.

- 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.
- 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos
- 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.
- 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Foma 01-085314-03).

User's Signature _____ Dir. Rep. Signature _____
Firma del usuario _____ Firma del representante del distribuidor _____

Delivery Checklist CONTINUED ON REVERSE SIDE

At dealership

- Make sure all pending Safety Product Improvement Programs (PIP) have been completed.
- Make sure all necessary forms and literature are available.
- All decals are installed.
- All attachments are installed/available.
- Install shipping/service lock pins in fire suppression system (if equipped) when transporting machine.

At delivery area with customer (owner, operator):

- Explain Parts Book.
- Explain all warning labels on machine.
- Show location of all serial numbers on machine.

Lubrication and Maintenance.

- Explain Maintenance Guide.
- Instruct how to use lubrication and maintenance chart.
- Show all lubrication points on the machine and attachments.

Lista de Comprobación SIGUE AL DORSO

En la distribuidora

- Asegurese que se completaron los programas pendientes de mejoras al producto para fines de seguridad (PIP).
- Asegurese que hay disponibles todas las formas y folletos necesarios.
- Se han puesto todas las etiquetas.
- Todos los accesorios están instalados/disponibles.
- Se han instalado los pasadores de traba para embarque/servicio en el sistema supresor de incendios (si tiene) al transportar la máquina.

En el lugar de entrega, con el cliente (propietario, operador).

- Explicar el Catálogo de Piezas.
- Explicar todos los rótulos de advertencia de la máquina.
- Mostrar ubicación de todos los números de serie en la máquina.

Lubricación y Conservación

- Explicar la Guía de Conservación.
- Indicar cómo se utiliza el cuadro de lubricación y conservación.
- Mostrar todos los puntos de lubricación de la máquina y accesorios.



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select ProductLink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document"). The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#). Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

FOR DEALER USE ONLY

Company : _____

Company UCID : _____

Company Name (print) : _____

Company Representative CWS ID : _____

Company Representative (print) : _____

Main Store Dealer Code : _____

Signature : _____

Dealer Representative Name : _____

Date : _____

Dealer Representative CWS ID : _____

New Machine Purchase - Customer Value Agreement Basic Parts Only Kit



Customer : City Of Post Falls

Date : Wednesday, May 3, 2023

Account # : 6994500

Delivery Date : 4/13/2023

Western States Equipment Contact : Jeff.Shaw@wseco.com

MACHINE INFORMATION

Machine Serial : NXY01177

Single 500 Hr. Service

Machine Model : 303 Track Excavator

CLIENT INFORMATION

Address (no P.O. box) : _____

City : _____ State : _____ Zip : _____

Contact's Email : _____

WESTERN STATES RESPONSIBILITIES

- Provide Basic Parts Only Kit (POK) for Oil Change. Includes: Engine Oil Filter, Fuel Filter(s), necessary seals and gaskets, primary engine air filter and two SOS samples for hydraulic and engine oil sampling
- The 500 hour POK kit will be used for the first 500 hour service
- We will monitor and proactively ship your POK kits in advance for the service interval or at the end of the 12 months from agreement date
- Provide personalized product consultation

CLIENT'S RESPONSIBILITIES

- Maintain working telematics systems, Productlink or equivalent telematics
- Perform all 10 hr., 50 hr., 100 hr., and 250 hr. scheduled maintenance and inspections as outlined in the applicable Caterpillar and/or other Manufacturer's Operation & Maintenance Manual
- Maintain accurate records of daily inspections, including machine operating hours
- Client is responsible for following all requirements as defined in the Operation Maintenance Manual at the appropriate service schedule intervals
- Daily Checks: Walk around inspection, engine air filters, fluid levels, grease, top off oils

TERMS OF AGREEMENT

Unless otherwise agreed in writing by the President or a Vice President of Western States Equipment Company, the purchase of services, goods and parts from Western States Equipment Company will be governed solely by the Western States Equipment Company's Customer Value Agreement Terms and Conditions ("**Terms and Conditions**"), which are available at <https://www.westernstatescat.com/termsandconditions/>. A hard copy of the Terms and Conditions is available upon written request to legal@wseco.com. Western States Equipment Company's Terms and Conditions are hereby incorporated by reference into this document and all other documents related to your purchase of services, goods and parts from Western States Equipment Company. By purchasing services, goods and parts from Western States Equipment Company, you agree to be bound by the Terms and Conditions as exactly written.

Client Signature and Date

Western States Equipment Signature and Date

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

MEETING DATE: 05/16/2023 07:00:00

DATE: 05/09/2023 17:48:50
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl
SUBJECT: Water Division Purchase of Mini-Excavator

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes staff to complete the purchase of a mini excavator for use by the Water Division.

DISCUSSION:

Staff identified a need for smaller excavating equipment to better work in constrained areas such as tight alleyways and between buildings. The proposed mini-excavator is an appropriate piece of equipment to meet this need and was requested as part of the 2023 fiscal year budget. The request was approved during the budget process and staff have since worked with suppliers and the Fleet division to secure the appropriate equipment utilizing Sourcewell contract pricing to ensure the best price.

The presented purchase agreement is the result of that effort. If authorized, staff will complete the purchase and secure the equipment for use in future water main maintenance and emergency line repairs.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

2023 Fiscal Year Budget

APPROVED OR DIRECTION GIVEN:

Approved by Council

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$56,507.65

BUDGET CODE:

750-462.0000.90100



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

Memorandum of Legal Counsel

To: Craig Borrenpohl
From: Field K. Herrington, Deputy City Attorney
Date: May 9, 2023
Re: May 16, 2023, Cooperative Purchasing – Caterpillar 303

My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the requirements of state code and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must then complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about 4/27/2023, I received copies of a Sales Agreement from Western States CAT that was received by Public Works, Water Division and utilized a Sourcewell discount.

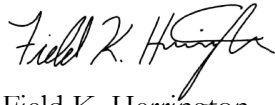
I have reviewed the submittal and researched the competitive solicitation process that the Sourcewell utilized. Sourcewell published a request for proposals (“RFP”) on 1/31/2019 and opened the proposals on 3/22/2019 and awarded the contract to Caterpillar Inc. The associated RFP, Proof of Publication, Evaluation, and any Comment & Review documents can be found here: [Caterpillar Inc.: Contract 032119-CAT | Sourcewell](#).

Based upon the contract amount being between \$50,000 and \$100,000, the request must be provided to the City Clerk with a staff memo explaining the reason for the procurement and the reason for the vendor’s selection. The procurement must be approved by City Council and the contract signed by the Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Sourcewell is offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls procurement standards.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Field K. Herrington". The signature is fluid and cursive, with the first name "Field" being the most prominent.

Field K. Herrington
Deputy City Attorney

Enclosures

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 5/16/2023

DATE: 5/10/2023 8:55 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson
SUBJECT: Employment Contract with Janet Best as Human Resources Director

ITEM AND RECOMMENDED ACTION:

Staff recommends approving the contract with Janet Best to serve as the Human Resources Director.

DISCUSSION:

Teresa Benner is retiring as the Human Resources Director for the City. Janet Best, who currently works in the Human Resources Department, interviewed to become the Human Resources Director. Based on that interview and Janet's work history, staff recommends that Janet be appointed to the Human Resources Director. The HR Director is an appointed position generally meaning that she must be appointed by the Mayor and confirmed by a majority vote of the City Council. Appointed officers in the City are also employed under an employment contract unlike other employees. Staff has prepared an employment contract with Janet for the position. While this is an updated form, the major terms of the agreement are consistent with the terms in the contracts with the other appointed officers of the City including the benefit provisions. Under the agreement, either party can terminate the agreement. If the city terminates the agreement without cause, or fails to continue to budget for the position, the employee would be entitled to a separation payout.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No additional fiscal impact to the city.

BUDGET CODE:

N/A

CITY OF POST FALLS

CLASS SPECIFICATION

HUMAN RESOURCES DIRECTOR – Appointed Position

FLSA Designation: Exempt

Effective Date: 06-01-2023

General Statement of Duties

Manages and administers human resources programs; performs related work as required.

Classification Summary

The principal function of an employee in this class is to serve as an executive director with the responsibility of supervising all personnel and human resource issues for the City, which includes; employee recruitment, selection and promotion; managing employee disciplinary actions including terminations and other actions; personnel policy implementation, revision, explanation and interpretation; salary and benefit review and renewal; and advising supervisors on employee issues. The work is performed under the direct supervision of the City Administrator, but considerable latitude is granted for the exercise of independent judgment and initiative. A high degree of human relations skills are required to establish credibility and gain cooperation from City personnel. The principal duties of this class are performed in a general office environment.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities:

- Supervises and directs the human resources operations of the City, including but not limited to, all staff recruitment and retention, training, counseling, evaluations, terminations, compensation and benefits management, and related programs and policies;
- Works with staff to manage and make decision on personnel issues.
- Manages the City's personnel policies by making revisions when needed, interpreting policies for consistent application, and explaining policy provisions to City employees;
- Provide recommendations, options, and courses of action to resolve employment disputes;
- Develops and administers employee compensation and benefits programs, ensuring compliance with applicable federal and state laws and requirements;
- Ensures City compliance with federal, state, and other applicable employment statutes, laws, and reporting requirements, including maintaining records; documents; logs; retention, evaluation, and termination documents; and other required records;
- Develops and administers employee training and development programs;
- Performs annual review of City policies, procedures, and practices and recommends changes and amendments;
- Assists in development and management of Workman Compensation program compliance;

- Administers drug testing program;
- Administer annual department budget;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Other Duties and Responsibilities

- Supervises subordinate employees;
- Available during after duty hours to respond to emergency situations;
- Attends all necessary meetings;
- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- Operational methods, procedures, practices, and objectives of a City human resources program;
- Current employment practices, procedures, practices, and theories;
- Applicable federal and state laws, statutes, and requirements and city ordinances and codes;
- Current employee compensation and benefits plans;
- Current employee recruitment, retention, evaluation, counseling, supervisory, training and development, and termination procedures;
- Mediation and dispute resolution;
- Project management methods and objectives;
- Risk management methods and objectives;
- Municipal budgeting practices and procedures.

Ability to:

- Interact effectively and diplomatically with all levels of employees;
- Interpret laws and regulations;
- Prioritize demands from other departments;
- Research, interpret and implement solutions, policies and laws which affect employment practices;
- Plan, anticipate and accept change;
- Perform and coordinate program and administrative activities;
- Develop and administer a municipal human resources program;
- Research, interpret and implement solutions, policies and laws which affect employment practices;
- Exercise strong analytical, interpretive, decision-making, and problem-solving skills;
- Produce and deliver oral and written reports and maintain performance and compliance records;
- Establish and maintain working relationships with City employees, staff members, supervisors, elected officials, regulatory agencies, and the public; Perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;

- Perform multiple tasks simultaneously, including handling interruptions, and return to and complete tasks;
- Perform time management and scheduling functions, meet deadlines, and set priorities;
- Demonstrate integrity, ingenuity, and inventiveness in the performance of assigned tasks;
- Operate standard office equipment, including a personal computer and program applications appropriate to assigned duties.

Acceptable Experience and Training

- College degree in business administration, human resources, or a related field;
- Three (3) to five (5) years experience in human resources, preferably in city government; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Essential Physical Abilities

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to discern verbal instructions and to communicate effectively in person and on a telephone;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions and prepare, review, and evaluate a variety of written/typed documents;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate a variety office equipment, including a personal computer;
- Sufficient personal mobility, flexibility, and strength, with or without reasonable accommodation, which permits the employee to lift up to 20 pounds, to sit and work at a keyboard for an extended period of time, and work in an office environment.

EXHIBIT "B"

CONFIDENTIAL SEPARATION, SEVERANCE AND RELEASE AGREEMENT

THIS CONFIDENTIAL SEPARATION, SEVERANCE AND RELEASE AGREEMENT ("Agreement") is made by and between the City of Post Falls ("City"), and _____ ("Employee"). "City" and "Employee" are collectively referred to as the "Parties" in this Agreement. The Parties agree as follows:

1. Background. Employee has been employed with the City and is currently employed as _____ for the City under an Employment Contract dated _____. The Parties agree that in is in the Parties best to terminate the Employment Contract ending the employer/employee relationship between the parties. As such the Parties agree that Employee's last date of employment will be _____ (the "Termination Date"). After the Termination Date, the Employee is not authorized to work on behalf of the City or access any system or network belonging to the City. Any such action would be considered a material breach of this Agreement and grounds for revocation and recoupment of the Severance Pay, below, along with all other legal options available to the City. City has offered Employee severance pay to which Employee would not otherwise be entitled in consideration of Employee's release and waiver of claims against the City arising from Employee's employment with and termination of employment from the City. Employee wishes to accept the severance pay and agrees to abide by the terms and conditions set forth in this Agreement.

2. Effective Date. Unless otherwise revoked by Employee as provided below, this Agreement shall be effective on the eighth (8th) day following the date Employee signs and returns this Agreement to the City (the "Effective Date").

3. Severance Pay. The City agrees to pay Employee severance pay equal to a maximum of four (4) months of regular salary and four (4) months of COBRA health care coverage continuation (total gross amount of \$_____) in a lump sum, less applicable withholdings, payroll taxes, and deductions, upon the Effective Date of this Agreement as outlined in Section 2 above. The City's payment of the severance pay is specifically conditioned on Employee not revoking this Agreement as outlined below in Section 11K.

4. Release by Employee. In consideration of the promises made and the severance pay provided, Employee hereby fully and forever waives, releases and discharges the City, and its elected officials, employees, attorneys, insurers, and agents (collectively the "Released Parties") from and against any and all liabilities, claims, demands, actions and causes of action, suits, charges, damages, or other demands or claims of any kind whatsoever known or unknown, foreseen or unforeseen involving any matter arising out of or in any way related, directly or indirectly, to Employee's employment with the City or the termination of Employee's employment with the City (collectively the "Claims"). The Parties agree and acknowledge that the Claims released include, but are not limited to, any Claims or actions based upon any common law tort action, breach of contract, misrepresentation, promissory estoppel, wrongful discharge, fraud, defamation, interference with contract, infliction of emotional distress, rehire or reemployment rights, any and all discrimination claims or rights to sue that might be available to Employee under federal, state, or local statutes, laws, regulations or ordinances, including but not limited to the Age Discrimination in Employment Act, as amended by the Older Workers Benefits Protection Act; Title VII of the Civil Rights Act; the Equal Pay Act of 1963; the Americans with Disabilities Act, as amended by the ADA Amendments Act of 2008; the Family and Medical Leave Act; the Fair Labor Standards Act; the National Labor Relations Act; the Employee Retirement Income

Security Act; the Fair Credit Reporting Act; and any provisions of the Idaho Code Annotated, including but not limited to the Idaho Human Rights Act and the Idaho Wage Claims Act.

5. Claims not Released by Employee. The release in Section 4 does not release or apply to: (a) any right to file an administrative charge or complaint with the Equal Employment Opportunity Commission or the Idaho Human Rights Commission, although the Employee waives any right to monetary relief related to such an administrative charge or complaint or in an associated lawsuit; (b) any Claims arising from conduct or occurrences that take place after the Effective Date of this Agreement; (c) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of applicable plan documents; (d) unemployment insurance or workers compensation claims; or (e) any other rights that cannot be releases as a matter of law.

6. Representation Regarding Litigation. The Employee represents that he has not filed any lawsuits against the City or any of the other Released Parties. Except as otherwise permitted below, the Employee promises and agrees that Employee will not do so at any time in the future with respect to any Claims that arose on or prior to the Effective Date of this Agreement.

7. Ownership of Claims by Employee. Employee represents and warrants that Employee has not assigned or transferred any Claim against the Released Parties to any third party. Employee further agrees to indemnify, defend, and hold harmless each and all of the Released Parties against any and all Claims based on, arising out of or in connection with any such transfer or assignment, or purported transfer or assignment, of any Claims or any portion thereof or interest therein.

8. Earned Salary and Benefits. Regardless of whether Employee signs this Agreement, Employee shall be paid Employee's compensation and benefits earned and vested through the Termination Date.

9. Confidentiality of Agreement. To the extent allowed by law, Employee and the City agrees that the fact of and the terms, payments, and conditions provided for in this Agreement shall remain confidential and shall not be disclosed to anyone except: (i) to the extent that either Party is legally obligated to disclose any of the terms and conditions of the Agreement or to the extent that a regulatory body with authority and jurisdiction over matters addressed in or related to this Agreement shall request information contained in this Agreement; (ii) the Parties may disclose the terms and conditions of this Agreement to their respective legal and/or tax counsel; and (iii) Employee may disclose the terms and conditions of this Agreement to Employee's immediate family. The Parties agree to ensure that any individual or entity to whom the provisions of this Agreement are disclosed will abide by this confidentiality provision. Employee acknowledges that any failure to keep confidential this Agreement or its terms including the consideration paid for this Agreement shall constitute a material breach of this Agreement.

10. Continued Obligation of Confidentiality Regarding City Information. Except as otherwise permitted under this Agreement, Employee warrants and agrees that Employee has a continuing obligation after the Termination Date to not keep in Employee's possession any City property or information, and to not disclose any confidential or proprietary information concerning or relating to the City's ("City's Confidential Information"), which was acquired during the course of or as a result of Employee's employment, to any third party. Nothing in this Agreement shall be construed to prevent disclosure of City Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Pursuant to 18 U.S.C. § 1833(b)(The Defend Trade Secrets Act Notice), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (1) made in

confidence to a government official either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; and/or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual who files a lawsuit for retaliation by an employer based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

11. Non-Disparagement Obligations. The Parties agree that they wish to end their relationship and part company in an amicable manner. Accordingly, and except as otherwise permitted in this Agreement, Employee agrees to not disparage, criticize, or demean the City, its work, services, or personnel with any third party or through any media, social media platform, or other publication. Similarly, the City agrees not to disparage, criticize, or demean the Employee and his/her work with any third party or through any media.

12. Post-Termination Cooperation. For a period of 60 days after the Termination Date, the Employee agrees that he/she will continue to provide reasonable cooperation to the City with respect to any City related matters that he/she may have insight or information about. Employee agrees that he/she will be reasonably available to answer questions, which will only be directed to him/her by the City Administrator, City Attorney, or Mayor. The Employee further agrees to not respond to any inquiries from any other City employee, in their capacity as employees, to maintain consistent communication with the appointed representatives of the City. Additionally, at all times in the future, the Employee will reasonably cooperate in and with any proceeding or dispute relating to any matter that occurred during Employee's employment in which Employee was involved or of which Employee has knowledge or may be called as witness. Employee will, in performing this obligation, provide truthful testimony in any jurisdiction or forum required. Without limiting the generality of the foregoing, to the extent the City seeks Employee's assistance, the City will use reasonable efforts, whenever possible, to provide Employee with reasonable advance notice of its need for him/her.

13. No Application for Reemployment. Employee agrees that he will not apply for employment or seek reinstatement with the City for so long as Employee's spouse is employed by the City. Employee agrees that this term is a legitimate, non-discriminatory, and non-retaliatory reason for the City to reject any application from Employee in the future.

14. Age Discrimination in Employment Act Acknowledgments. In conjunction with the Age Discrimination in Employment Act:

A. Employee acknowledges that he has had a reasonable time within which to consider this Agreement before executing it, and that no one coerced or hurried him into executing this Agreement;

B. Employee acknowledges that he has carefully read and fully understands all of the provisions of this Agreement, and declares that the Agreement is written in a manner that Employee understands;

C. Employee acknowledges that he understands that he is, through this Agreement, releasing the City and all Released Parties from any and all claims Employee may have against them and that this Agreement constitutes a release and discharge of claims arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, including the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f) ("OWBPA");

D. Employee declares that his agreement to all of the terms set forth in this Agreement is knowingly and is voluntary;

E. Employee knowingly and voluntarily intends to be legally bound by the terms of this Agreement;

F. Employee acknowledges and agrees that through this Agreement, he is receiving consideration in addition to anything of value to which Employee is already entitled;

G. Employee acknowledges that he was advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of Employee's choice prior to executing this Agreement, and states that Employee did consider this option before executing this Agreement;

H. Employee acknowledges that he understands that rights or claims that may arise after the date this Agreement is executed are not waived; and

I. Employee acknowledges that he understands that he is responsible for compliance with any obligation to pay taxes with respect to any proceeds received from the City in connection with this Agreement, and Employee agrees to indemnify and hold the City harmless from any failure on Employee's part to comply with those obligations.

J. Employee acknowledges that he understands that he has twenty-one (21) days to consider this Agreement, and in the event Employee decides to execute this Agreement in fewer than twenty-one (21) days, Employee has done so with the express understanding that he has been given and declined the opportunity to consider the Agreement for a full twenty-one (21) days; and

K. Employee acknowledges that he may revoke this Agreement at any time within seven (7) days after Employee executes the Agreement and that this Agreement is not effective or enforceable until the eighth day following his execution of the Agreement.

15. Return of City Property. Employee represents and warrants that he has or will return to the City all of the City's property in Employee's possession, along with any City information, including City's Confidential Information, in whatever form maintained, by no later than the Effective Date of this Agreement, including, but not limited to computers, phones, smart phones, tablets, electronic storage devices, customer information, keys, passwords, and all tangible and intangible property belonging to the City or relating to Employee's employment with the City. Employee further represents and warrants that Employee has not retained copies, electronic or otherwise, of such property.

16. Employee's Application for Unemployment. The City will not respond to any inquiry for an unemployment claim made by the Employee to the Idaho Department of Labor and Industry unless the information contained in such a claim is disputed, false, or disparaging to the City. The City cannot guarantee whether the Employee will be found eligible for, or will be provided benefits under, any claim made for unemployment.

17. No Admission of Liability. This Agreement shall not be in any way construed as an admission by the City that it has acted wrongfully with respect to Employee or any other person.

18. Other Terms. This Agreement shall be binding on the Parties and their heirs. The provisions of this Agreement are severable, and if any provision is held to be invalid or enforceable, it shall not affect the validity or enforcement of other terms. This Agreement sets forth the entire agreement between the Parties and supersedes all prior oral agreements or writings. The Agreement shall be construed in accordance with the laws of the state of Idaho. The Parties agree that the proper venue for any proceeding brought under this Agreement shall be in Kootenai County, Idaho.

19. Binding Arbitration. Any disputes under this Agreement shall be resolved by binding arbitration conducted under the Employment Dispute Resolution Rules of the AAA on a confidential

basis. An aggrieved Party must give written notice to the other Party within 30 days after they first knew or should have known of the facts giving rise to the claims. If this arbitration provision is invoked, each Party shall recommend three (3) arbitrators and will agree to use the first available arbitrator jointly recommended. Any arbitration shall take place in the First Judicial District, in Coeur d'Alene, Idaho. The Parties shall share equally the AAA administrative fees and expenses, unless otherwise required by law. Attorney fees and expenses may be awarded by the arbitrator, consistent with Idaho Rules Civil Procedure 54(e)(1) and applicable statutes.

20. Notice. Any notices required under this Agreement shall be served upon the Parties via First Class U.S. Mail as follows:

Notice to City:

City of Post Falls c/o City Administrator
4087 N. Spokane Street
Post Falls, ID 83854

Notice to Employee:

21. Acknowledgment by Employee.

A. Employee acknowledges that he has carefully read and fully understands all the provisions of this Agreement, and that he is knowingly, voluntarily and of Employee's own free will entering into this Agreement.

B. Employee acknowledges that the payment Employee is to receive under the terms of this Agreement in exchange for Employee's release and waiver is consideration to which Employee would not otherwise be entitled and that the consideration set forth herein is adequate and satisfactory.

C. Employee acknowledges that Employee's employment with the City will be permanently and irrevocably severed on or before the Termination Date and that the City has no obligation to re-hire, re-employ, recall, or hire Employee in the future.

<Signature page to follow>

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF CERTAIN KNOWN OR UNKNOWN CLAIMS.

Read, Understood, and Agreed to:

Employee:

Date: _____

Employer:

City of Post Falls

By: _____
_____, Mayor

Date: _____

ATTEST:

_____, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
 : ss
County of Kootenai)

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

Signature of notary public

(Stamp above)

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on _____ by _____.

Signature of notary public

(Stamp above)

EMPLOYMENT CONTRACT

Human Resources Director

THIS AGREEMENT is made this _____ day of May, 2023, between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Janet Best**, who's primary address is 620 E. 18th Avenue, Post Falls, ID 83854.

WHEREAS, The City of Post Falls, (hereinafter the "City") desires to employ the services of Janet Best, (hereinafter the "Employee") as the Human Resources Director for the City of Post Falls; and

WHEREAS, A copy of the position description for the Human Resources Director position is attached to this Agreement as Exhibit "A;"

WHEREAS, The appointment of a Human Resources Director is governed by Municipal Code § 2.08.010 and Idaho Code § 50-204 and the Human Resources Director serves at the pleasure of the Mayor and City Council; and

WHEREAS, The City desires to enter into this Agreement to establish the terms and conditions of employment prior to appointing Employee to this position; and

WHEREAS, Employee desires to enter into this Agreement to establish the terms and conditions of employment prior to accepting appointment to this position.

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Employment. Subject to the other provisions of this Agreement, City agrees to employ Employee in the position of Human Resources Director as described in Exhibit "A." The parties agree that the duties of the Human Resources Director may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Human Resources Director is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.
2. Term. The term of this Agreement will commence on June 1, 2023 and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits and requirements of this Agreement will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects to not renew this

Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions and to the same extent as listed in Section 13.

3. Duties. The parties agree that Employee will perform the duties of the Human Resources Director as outlined in Exhibit “A,” city personnel rules, and city code. The parties further agree that Employee will perform other lawful duties assigned by the City Administrator or Mayor. Employee agrees to devote as much time as is needed to complete the tasks of the Human Resources Director and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Human Resources Director is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the performance of the Employee during the past evaluation period. Additionally, during each evaluation, the City Administrator and Employee will discuss, and document in writing if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. During the initial six (6) months of Employee’s employment as Human Resources Director, the City agrees to pay Employee a salary of \$4,188.80 for each two-week pay period. If, at the end of the initial six (6) month period, Employee receives a satisfactory performance evaluation, the City agrees to grant Employee a salary increase of five percent (5%). For so long as Employee receives satisfactory performance evaluations, the City agrees to grant Employee merit and cost of living salary increases of the same percentage approved by the Mayor and City Council for all other full-time, benefitted employees of the City.
6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”), or the highest amount of EPTO the City agrees to pay to any other appointed officer of the City, annually to the Employee. If Employee does not use the full amount of EPTO during the fiscal year, the City will pay any remaining EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year.
 - b. Bereavement Leave. Employee will receive bereavement leave in an amount contained in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.

- d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefited employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year. The amount of the PERSI 401K contribution will be the greater of Thirteen Hundred Dollars (\$1,300.00) or the highest PERSI 401K contribution amount the City agrees to pay to any other appointed officer of the City.
 - e. Professional Dues and Development. The City agrees to budget for, and pay, all dues necessary for Employee to retain any accreditations or licenses needed for Employee to perform the duties of the Human Resources Director.
 - f. Continuing Education and Professional Development. The City agrees to budget for, and pay, necessary travel and training costs for Employee to meet continuing education requirements for any necessary accreditations or license requirements as well as for attending other professional meetings beneficial to the City. Employee agrees to submit annual budget requests for necessary travel and training for review during the annual budget adoption process.
7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Human Resources Director by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the “outside employment” will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee’s time off.
8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, or holding appointive office, or misuse of public time. The City agrees to support Employee in keeping these commitments by refraining from any order, direction, or request that would require Employee to violate any of these ethical commitments. Specifically, neither the Mayor or any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City’s personnel rules in addition to any violation of the terms of this Agreement.

10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.
11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for the removal of appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.
12. Effective Termination by the City. If the City fails to appropriate sufficient funds to provide the annual salary and benefits due to the Employee under Sections 5 and 6 of this Agreement, the Employee may elect to provide notice to the City Administrator that the City has breached this Agreement and that the Employee is resigning their employment because of the breach by the City. The notice must be provided to the City Administrator no later than thirty (30) days after the City Council finally approves the budget for the next fiscal year. If the Employee timely provides such notice, the resignation will be treated as an effective termination of this Agreement by the City and Employee will be entitled to the payment of the Separation Pay under the same conditions and to the same extent listed in Section 13.
13. Separation Pay. If the Employee is terminated by the City, when the Employee is otherwise willing and able to perform the duties of the Human Resources Director pursuant to this Agreement, the City will pay to Employee a lump sum cash payment equal to four (4) months future salary and four (4) months of COBRA health care coverage continuation (collectively “Separation Pay”) for Employee and all Employee’s dependents covered by the City’s health insurance at the time of separation of employment in addition to all accrued and unused PTO and EPTO. Payment of any Separation Pay will be made in accordance with state and federal law and is conditioned upon the Employee executing a release in substantially the same form as that attached to this Agreement as Exhibit “B.” However, no Separation Pay will be paid if, in sole discretion of the City, if it is determined that any of the following exemptions apply.

Exceptions:

- a. Conviction of any criminal act relating to employment with the City;
- b. Conduct, relating to City employment, which, while not criminal in nature, violates the personnel manual or other reasonable standards of professional and personal conduct, in a substantial manner;
- c. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude; or
- d. Conviction of any felony offense.

14. Appropriation of Separation Pay. The City agrees to appropriate sufficient funds on the effective date of this Agreement to fully pay the total Separation Pay amounts that would be due to the Employee if this Agreement were terminated or not renewed by the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

15. Other Terms and Conditions of Employment. The parties agree that unless otherwise provided in this Agreement, all provisions contained in the most recently adopted Post Falls Municipal Code or city personnel rules, in effect at the time, related to vacations, sick leave, retirement, holidays, and other fringe benefits and working conditions apply to Employee as they would to other employees of the City.

16. Notice. Notice pursuant to this Agreement may be given by personal service, by email, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

a. City: City of Post Falls
C/O Shelly Enderud, City Administrator
408 N. Spokane Street
Post Falls, ID 83854
senderud@postfalls.gov

b. Employee: Janet Best
620 E. 18th Avenue
Post Falls, ID 83854
janetlbest37@gmail.com

Notice will be deemed given as of the date of personal service, or email, or as of the date five days after the date of deposit in the custody of the United States Postal Service.

17. General Provisions.

a. Entire Agreement: This agreement represents the entire agreement between the parties. All discussions and negotiations are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Human Resources Director.

b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

- c. Choice of Law. The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho.
- d. Binding Arbitration. Any disputes under this Agreement shall be resolved by binding arbitration conducted under the Employment Dispute Resolution Rules of the AAA on a confidential basis. An aggrieved Party must give written notice to the other Party within 30 days after they first knew or should have known of the facts giving rise to the claims. If this arbitration provision is invoked, each Party shall recommend three (3) arbitrators and will agree to use the first available arbitrator jointly recommended. Any arbitration shall take place in the First Judicial District, in Coeur d'Alene, Idaho. The Parties shall share equally the AAA administrative fees and expenses, unless otherwise required by law. Attorney fees and expenses may be awarded by the arbitrator, consistent with Idaho Rules Civil Procedure 54(e)(1) and applicable statutes.
- e. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- f. Attorney Fees: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.
- g. Incorporation of Recitals and Exhibits. The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- h. Section Headings. The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- i. Neutral Interpretation. This Agreement constitutes the product of negotiation between the parties and the parties agree that the enforcement of this Agreement will be interpreted in a neutral manner and that any rules of construction to the contrary are specifically waived.

<Signature Page Follows>

IN WITNESS WHEREOF, the City of Post Falls has caused this agreement to be executed on its behalf by its Mayor and attested by its City Clerk, and the Employee has executed this Agreement.

CITY OF POST FALLS

EMPLOYEE

Ronald G. Jacobson, Mayor

Janet Best

Date: _____

Date: _____

ATTEST:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
 : ss
County of Kootenai)

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

Signature of notary public

(Stamp above)

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on _____ by **Janet Best**.

Signature of notary public

(Stamp above)

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 05/16/2023 07:00:00

DATE: 05/09/2023 17:35:22
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Impact Fee Public Hearing

ITEM AND RECOMMENDED ACTION:

Staff recommends the impact fee suggestions for multi-family and commercial, as presented.

DISCUSSION: Staff engaged with TischlerBise in the Fall of 2022 to update the fee categories with updated costs for the projects within the fee categories. These findings were presented to Council in a Workshop held on February 7th and brought to the February 21st Council meeting for further discussion and direction. The Council provided direction to amend the fees, reducing the parks impact fee and the multimodal fee, and bring back to Council for adoption. The amended fees were brought back to Council on March 21st, but the resolution failed to include the updates to the multi-family and commercial components of the fee. The process tonight corrects that error and includes these fees.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: Feb 7th, 2023; Feb 21st, 2023, and March 21st, 2023.

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

IMPACT FEES

Type of Use	Parks	Public Safety	Streets	Multimodal	Fire/EMS	Total
Residential						
	Per Housing Unit					
Multi-Family	\$ 3,130	\$ 380	\$ 965	\$ 731	\$ 1,339	\$ 6,546
Multi-Family	\$ 4,657	\$ 910	\$ 1,743	\$ 1,002	\$ 1,339	\$ 9,651
Single-Family	\$ 6,256	\$ 1,223	\$ 3,082	\$ 1,347	\$ 1,339	\$ 13,247
Non-Residential						
Commercial /Shopping Center	N/A	\$ 0.51	\$ 3.40	\$ 0.96	\$ 0.67	\$ 5.54
Office	N/A	\$ 0.20	\$ 1.32	\$ 0.37	\$ 0.67	\$ 2.57
Light Industrial	N/A	\$ 0.10	\$ 0.68	\$ 0.19	\$ 0.67	\$ 1.64
Manufacturing	N/A	\$ 0.08	\$ 0.53	\$ 0.15	\$ 0.67	\$ 1.43
Warehousing	N/A	\$ 0.03	\$ 0.23	\$ 0.07	\$ 0.67	\$ 1.00
Mini-Warehouse	N/A	\$ 0.03	\$ 0.20	\$ 0.05	\$ 0.67	\$ 0.96
Elementary School	N/A	\$ 0.26	\$ 1.75	\$ 0.48	\$ 0.67	\$ 3.17
Middle School/Junior High	N/A	\$ 0.27	\$ 1.82	\$ 0.52	\$ 0.67	\$ 3.28
High School	N/A	\$ 0.19	\$ 1.27	\$ 0.36	\$ 0.67	\$ 2.49
Day Care	N/A	\$ 0.64	\$ 4.30	\$ 1.21	\$ 0.67	\$ 6.82
Church	N/A	\$ 0.15	\$ 0.95	\$ 0.26	\$ 0.67	\$ 2.03
Assisted Living	N/A	\$ 0.09	\$ 0.57	\$ 0.16	\$ 0.67	\$ 1.48
Nursing Home	N/A	\$ 0.14	\$ 0.88	\$ 0.26	\$ 0.67	\$ 1.95
Recreational Community Center	N/A	\$ 0.59	\$ 3.83	\$ 1.12	\$ 0.67	\$ 6.20
Hotel (per room)	N/A	\$ 171.82	\$ 1,144.14	\$ 323.06	N/A	\$ 1,639.02
Hotel (per sq. foot)	N/A	N/A	N/A	N/A	0.67	\$ 0.67
Commercial /Shopping Center	N/A	\$ 1.20	\$ 6.15	\$ 1.32	\$ 0.67	\$ 9.34
Office	N/A	\$ 0.47	\$ 2.40	\$ 0.51	\$ 0.67	\$ 4.05
Light Industrial	N/A	\$ 0.24	\$ 1.22	\$ 0.27	\$ 0.67	\$ 2.40
Manufacturing	N/A	\$ 0.19	\$ 0.97	\$ 0.21	\$ 0.67	\$ 2.04
Warehousing	N/A	\$ 0.08	\$ 0.43	\$ 0.09	\$ 0.67	\$ 1.27
Mini-Warehouse	N/A	\$ 0.07	\$ 0.37	\$ 0.08	\$ 0.67	\$ 1.19
Elementary School	N/A	\$ 0.62	\$ 3.18	\$ 0.68	\$ 0.67	\$ 5.15
Middle School/Junior High	N/A	\$ 0.64	\$ 3.29	\$ 0.71	\$ 0.67	\$ 5.31
High School	N/A	\$ 0.45	\$ 2.29	\$ 0.50	\$ 0.67	\$ 3.91
Day Care	N/A	\$ 1.52	\$ 7.76	\$ 1.66	\$ 0.67	\$ 11.61
Church	N/A	\$ 0.34	\$ 1.71	\$ 0.37	\$ 0.67	\$ 3.09
Assisted Living	N/A	\$ 0.20	\$ 1.03	\$ 0.22	\$ 0.67	\$ 2.12
Nursing Home	N/A	\$ 0.32	\$ 1.64	\$ 0.35	\$ 0.67	\$ 2.98
Recreational Community Center	N/A	\$ 1.39	\$ 7.12	\$ 1.53	\$ 0.67	\$ 10.71
Hotel (per room)	N/A	\$ 404.00	\$ 2,066.12	\$ 442.36	N/A	\$ 2,912.48
Hotel (per sq. foot)	N/A	N/A	N/A	N/A	0.67	\$ 0.67

CITY OF POST FALLS
AGENDA REPORT
Unfinished Business
MEETING DATE: 05/16/2023 07:00:00

DATE: 05/09/2023 17:39:30
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Alyssa Gersdorf
SUBJECT: Recycled Water Reuse Permit Application for the Post Falls Community Forest

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Idaho DEQ Recycled Water Reuse Permit Application for the Post Falls Community Forest.

DISCUSSION:

The Utilities Division, along with consultant T-O Engineers (Ardurra), has been evaluating the Community Forest property since 2017 when the property was purchased with the express purpose of land applying treated effluent on the property. The attached Technical Report for Wastewater Reuse Permit, which includes the Recycled Water Reuse Permit Application for the Post Falls Community Forest, (is the result of work completed in the Phase II Hydrogeological Investigation and Permitting of the Post Falls Community Forest ([Click here for the Full Technical Report with all the appendices](#))).

Specifically Phase II completed the items necessary to prepare the site for permitting the property for land application of treated effluent such as finalizing the hydrogeological investigation, developing a preliminary hydraulic management unit layout, developing a Silvicultural Plan and preparing monitoring well specs and plans for the site. Phase II also prepared the Recycled Water Reuse Permit Application which is included in the overall Report. If this agenda item is approved, the Report will be submitted to Idaho DEQ to develop a reuse permit for the site.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

11/5/21

APPROVED OR DIRECTION GIVEN:

Contract with T-O Engineers for the Post Falls Community Forest Phase II Hydrogeological Investigation and Permitting Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

650-463.0000.62040

Post Falls Community Forest Reuse Site Post Falls, ID



Technical Report for Wastewater Reuse Permit

April 2023

Prepared By:



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

Post Falls Community Forest Reuse Site Post Falls, ID

Technical Report for Wastewater Reuse Permit



 2023.04.26
15:50:02-07'00'



Digitally signed by Scott
McNeel
Date: 2023.04.26
15:54:40-0700' 

April 2023

Prepared By:



T-O ENGINEERS

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

TABLE OF CONTENTS

	<u>PAGE</u>
SUMMARY AND BACKGROUND.....	1
SITE LOCATION AND OWNERSHIP	1
FACILITY INFORMATION AND PROPOSED UPGRADES.....	3
REUSE SITE CHARACTERISTICS	6
PERMIT LIMITS AND CONDITIONS.....	9
SYSTEM CAPACITY AND SIZING	13
MONITORING AND REPORTING REQUIREMENTS.....	13
SITE OPERATIONS AND MAINTENANCE	15
COMPLIANCE SCHEDULE	16
APPENDIX:	
Appendix A: Recommendations Memorandum	
Appendix B: Pre-Application Meeting Minutes, Letter of Needs, & Permit Application	
Appendix C: Technical Memorandum No. 10, TMF Product Data & Qualifications	
Appendix D: Technical Memorandum No. 11, TMF System Manufacturer Information	
Appendix E: Technical Memorandum No. 13 – Class A Recycled Water Pumping	
Appendix F: Silvicultural Plan	
Appendix G: NRCS Web Soil Survey Map	
Appendix H: Project Site Test Hole Locations	
Appendix I: T-O Engineers Evaluation: Test Pits and Topsoil	
Appendix J: Phase 1 Hydrogeological Report	
Appendix K: Proposed Well Locations & Geophysical Survey	
Appendix L: IWR Calculations & Supporting Information	
Appendix M: Nutrient Loading & Uptake Calculations	
Appendix N: Water Balance Calculations & Summary	

SUMMARY AND BACKGROUND

The purpose of this technical report is to request application for a Municipal Wastewater Reuse Permit for the City of Post Falls Community Forest (PFCF) Reuse Site. The proposed reuse property, located in the City of Post Falls on the south side of the Spokane River, consists of approximately 315 total acres, with about 206 acres proposed for Class A water reuse, utilizing forest drip irrigation. The Reuse Site is part of a 500-acre multi-use natural area called the Post Falls Community Forest (PFCF) meant to serve as an educational forest, providing outdoor recreational opportunities to citizens and visitors.

On August 30, 2017, T-O Engineers and the City met with the Idaho Department of Environmental Quality (IDEQ), Coeur d'Alene Regional Office, for a high-level discussion of the project and the permitting process. A memorandum of recommendations, including notes from this meeting with IDEQ, was prepared and submitted to the City (included in **Appendix A**).

A pre-application workshop was conducted with IDEQ at the City of Post Falls Water Reclamation Facility on April 6, 2022. A copy of the Letter of Needs Identified from the Pre-Application Workshop along with minutes from the meeting can be seen in **Appendix B**. A completed permit application packet is also included in **Appendix B**.

The PFCF Reuse Site will receive effluent from the Post Falls Water Reclamation Facility (WRF), which is currently undergoing a capacity expansion coupled with tertiary treatment system improvements to maintain compliance with the City's IPDES permit. The project will also provide advanced filtration and disinfection facilities to generate Class A effluent. In addition, construction was recently completed to replace a portion of the WRF outfall pipeline into the Spokane River. Installation of new piping across the river, to convey Class A effluent to the proposed PFCF Reuse Site is currently in the final design stage.

SITE LOCATION AND OWNERSHIP

The PFCF Reuse Site is made up of portions of three (3) parcels (P-000-004-8500, P-000-009-1000, and P-000-009-3500) located on the south side of the Spokane River, approximately ½ mile South of the Post Falls WRF. The site covers portions of Sections 4 and 9, Township 50 North, Range 5 West, Boise Meridian, Post Falls, Kootenai County, Idaho. The parcels were annexed into the City of Post Falls in 2019. See **Figure 1** for a vicinity map.



Figure 1- Vicinity Map

Following is the pertinent contact information with regards to the permit and related correspondence:

Legal Name of Applicant

City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854
Ronald G. Jacobson, Mayor (Responsible Official)
(208) 773-3511
rjacobson@postfalls.gov
John Beacham, Public Works Director (Authorized Representative)
(208) 457-3374
jbeacham@postfalls.gov

Engineer

T-O Engineers, Inc.
7950 N. Meadowlark Way, Suite A
Coeur d'Alene, ID 83815
(208) 762-3644
Zach Thompson, P.E., Project Manager
zthompson@to-engineers.com
Scott McNee, P.E., Permitting Lead
smcnee@to-engineers.com

FACILITY INFORMATION AND PROPOSED UPGRADES

EXISTING WASTEWATER RECLAMATION FACILITY

The City of Post Falls owns and operates the regional Wastewater Reclamation Facility (WRF), which serves the City of Post Falls and surrounding areas as well as the City of Rathdrum. The original treatment facility was constructed in 1985 and has continued to expand to its present-day capacity of 4.0 million gallons per day (MGD). The WRF utilizes a secondary extended aeration activated sludge wastewater treatment process designed for advanced biological nutrient removal. Treated flows are disinfected utilizing ultraviolet light and discharged to the Spokane River. The City received its current National Pollutant Discharge Elimination System (NPDES) permit from the EPA effective December 1, 2014. In 2018, IDEQ took over administration of the NPDES permit through the Idaho Pollutant Discharge Elimination System (IPDES) program. The permit has been administratively continued and is listed as "Development" in IDEQ's 2023 IPDES Permit Issuance Plan. The current permit includes a 10-year compliance schedule for achieving a total phosphorus seasonal average (February through October) limit of 3.19 lb/day and a carbonaceous 5-day biochemical oxygen demand of 255 lb/day by November 30, 2024.

The City is currently upgrading the WRF treatment system, including the addition of coagulation, tertiary clarification, membrane ultrafiltration, and a new ultraviolet (UV) disinfection system to provide expanded capacity and maintain compliance with the IPDES permit. Filtration and disinfection improvements, as further described below, are also underway to generate effluent meeting Class A requirements for reuse. These improvements are expected to be completed by the summer of 2023.

TERTIARY TREATMENT SYSTEM

The new tertiary treatment (TTS) system is designed to treat secondary effluent, by utilizing a combination of high-rate plate settlers and membrane filtration, to enhance phosphorus removal for river discharge, and to provide high quality effluent for disinfection and Class A reuse. The TTS system has an initial design maximum day flow capacity of 7.78 MGD. A more detailed description of the TTS system can be found in the Water Reclamation Facility Tertiary Treatment Improvements Preliminary Engineering Report (PER), Technical Memorandum No. 10, Tertiary Membrane Filtration (TMF) prepared by JUB Engineers, Inc. (**Appendix C**). The membrane system will include Dupont Ultrafiltration Modules, Model SFD-2880XP. A manufacturer's Product Data Sheet and Letter of Equivalency to California pre-approved products for these modules can also be found in **Appendix C**. Information provided to IDEQ regarding pre-approval of these filters as a Class A filtration technology is also included in **Appendix C**.

ULTRAVIOLET (UV) DISINFECTION SYSTEM

The existing UV disinfection system is an older generation UV system that is not fully redundant, requiring a backup chemical disinfection system. Installation of a new UV disinfection system is

currently underway, providing the necessary redundancy and latest UV technology. The new system has been designed to disinfect treated wastewater for discharge to the Spokane River and produce a reduced volume of Class A recycled water on a seasonal basis. The current construction includes a two-channel configuration, with room for a third, with a single channel specifically sized to disinfect tertiary treated wastewater to a peak flow of 1.0 MGD for Class A recycled water. A more detailed description of the UV system can be found in the Water Reclamation Facility Tertiary Treatment Improvements PER, Technical Memorandum No. 11, Tertiary Ultraviolet (UV) Disinfection, prepared by JUB Engineers, Inc. (**Appendix D**). The UV system selected for installation is the Xylem Duron UV System. Manufacturer information and design information for the system can also be found in **Appendix D**.

CLASS A RECYCLED WATER PUMPING SYSTEM

A new recycled water transfer pump station is proposed downstream of the UV disinfection system to convey Class A recycled water to a proposed effluent storage pond at the PFCF Reuse Site. The proposed recycled water transfer pump station will include a single vertical turbine pump with a variable frequency drive (VFD) sized to discharge up to 695 gpm (1.0 MGD). Provisions will be made to add a second pump in the future. A more detailed description of the proposed pumping system can be found in the Water Reclamation Facility Tertiary Treatment Improvements PER, Technical Memorandum No. 13, Class A Recycled Water Pumping, prepared by JUB Engineers, Inc. (**Appendix E**). Preliminary design of a new pipe crossing of the Spokane River, for conveyance of Class A effluent to the PFCF reuse site, has been completed.

EFFLUENT STORAGE POND

A conceptual 1.0 MG, HDPE lined, effluent storage pond is proposed at the PFCF Reuse Site for short term storage of Class A effluent, prior to irrigation. During the design phase the City may consider other options for storage, such as a concrete tank. Siting of the storage facility may also change during design. Signage per IDAPA 58.01.17 section 601.1.c will be provided, security fencing however is not anticipated. A single-cell pond is proposed, since the ability of the WRF to discharge to the river provides appropriate redundancy, eliminating the need for multiple cells. This selected pond size allows for storage of a full day's production of Class A effluent and provides adequate equalization storage to meet projected peak irrigation demands exceeding the 695-gpm output from the Class A recycled water pumping system. See **Figure 2** for a Site Plan showing the proposed location of the effluent storage pond. Sizing of the effluent storage system is addressed in the System Capacity and Sizing section of this report.

**Place Site Plan Here
Add once Tech Report is converted to PDF*

Figure 2 - Site Plan

IRRIGATION PUMP STATION

A new irrigation pump station, located adjacent to the proposed effluent storage pond, will convey effluent to the land application irrigation system. A combination of pumps, to provide up to 2100 gpm in peak pumping capacity to irrigation areas up to 340 feet higher in elevation, are proposed for the irrigation pump station. Sizing of the irrigation pumping system is addressed in the System Capacity and Sizing section of this report.

LAND APPLICATION SYSTEM

A listing of the proposed hydraulic management units HMUs for this permit application is presented in **Table 2**. The HMU's are currently organized based on the forest type from the recommendations in the Silviculture Report included in **Appendix F**. Individual irrigation management units within each HMU will be detailed during the design phase of the project. The total estimated irrigation area is listed for each HMU in **Table 2**. The layout of the proposed HMUs can be seen in the Land Application Site Plan shown in **Figure 2**.

Table 2 – Proposed Hydraulic Management Units

HMU	Area (Ac.)
Area 1 - Upper Bench	36
Area 2 - Mid-slope Mosaic	93
Area 3 - Lower Bench	44
Area 4 - Old Field	33

REUSE SITE CHARACTERISTICS

GENERAL SITE CHARACTERISTICS

The PFCF Reuse Site lies along the Spokane River, bounded by the river's edge on the north side and West Riverview Drive to the south. Elevations across the site range from approximately 2100' to 2460' above sea level. Slopes at the site range from nearly flat to 50%. The rock outcrop areas of the site are generally steeper with vertical faces at some locations. The site generally slopes to the North towards the Spokane River. The proposed irrigation areas range from moderately to densely forested with predominately Douglas fir and Ponderosa pine with native plants including bluebunch wheatgrass, rough fescue, blue wildrye and trisetum. A Silvicultural Plan, prepared by Inland Forest Management Inc., provides additional details and recommendations, and can be found in **Appendix F**.

CLIMATIC CHARACTERISTICS

Precipitation data, temperature data and other climatic characteristics are available from the Western Regional Climate Center, Coeur d'Alene 1E Station, with a period of record from 1895 through 2016. Average annual precipitation for the Coeur d'Alene Area is 25.33 inches. Average total precipitation during the proposed land application period from April 1 through October 31 is 10.41 inches. Average minimum temperature during the coldest month (January) is 22.1 degrees. Average maximum temperature during the hottest month (July) is 84.8 degrees.

SOILS

The Natural Resource Conservation Service (NRCS) Web Soil Survey maps the soils in the northern, lower terrace portion of the reuse site as McGuire-Marble association (soil unit 149). McGuire-Marble soils are described as deep gravelly, sandy loam soils on outwash terraces with 0-7% slopes. These soils have a rooting depth of 60 inches or greater, moderately rapid permeability, slow runoff, and slight erosion potential. These soils are well suited for recycled water irrigation. Copies of the NRCS Web Soil Survey maps and soil descriptions are included in **Appendix G**.

To supplement the NRCS soils information, a total of twelve (12) test holes were excavated by the City in the lower terrace portion of the site, with evaluation by JUB Engineers as part of their Potential Reuse Property Feasibility Evaluation, dated February 2016. The test holes were excavated on September 30, 2015 to depths ranging from 24-48 inches and observed to be extremely dry with no observed evidence of groundwater or previously saturated conditions. Excerpts of this investigation, from the above referenced JUB evaluation, including a map showing test hole locations, can be found in **Appendix H**.

The southern, higher elevation portions of the site are predominantly classified by the NRCS as Skalen gravelly loam (soil unit 177) and Skalen-Rock outcrop complex (soil unit 178). The predominant soil type in both classification areas is Skalen gravelly loam, with the rock outcrop complex consisting of about 55% Skalen soils and 35% rock outcrop. The Skalen soils are described as moderately deep, well-drained soil over gneiss. Skalen soils have a rooting depth of 20-40 inches, moderate permeability, and potential for rapid runoff on steeper slopes. The rock outcrop areas are exposures of bare gneiss or other metamorphic rocks having some soil material in the cracks and crevasses. Areas of Skalen soils are suitable for recycled water irrigation with careful consideration of avoiding rock outcrop and/or excessively steep areas. Copies of the NRCS Web Soil Survey maps and soil descriptions are included in **Appendix G**.

On November 14, 2016, T-O Engineers conducted an investigation of the southern, higher elevation portion of the site by excavating and sampling three (3) test holes. Test pit #1 was excavated to 72 inches with no refusal. Test pit #2 was excavated to 72 inches with practical refusal likely due to a large boulder. Test pit #4 was excavated to 36 inches until refusal at bedrock. Samples were pulled from the test pits with laboratory analysis and classification completed by STRATA. Details of this investigation can be found in **Appendix I**.

As part of T-O's investigation, three (3) topsoil samples were obtained and sent to the University of Idaho Analytical Sciences Laboratory for analysis of pH, cation exchange capacity, standard fertility, electrical conductivity, and phosphorus adsorption isotherms. The results of this testing can be found in **Appendix I**. The three (3) topsoil samples had a pH range of 5.7 to 5.9. Biological treatment mechanisms in soils generally do well at pH levels above 5.0, and most plant species grow well in soils within this pH range.

Nitrate + Nitrite Nitrogen levels in the topsoil samples ranged from < 0.72 to 1.1 ug/g (ppm). Ammonium-nitrogen concentrations ranged from 1.6 to 3.9 ppm. Normally, ammonium does not leach from soil because of its positive charge, so nitrate is of primary concern. A nitrate-nitrogen concentration ranging from 0.72 to 1.1 ppm converts to about 1.3 to 4.3 lbs/acre in 12 inches of topsoil. These residual nitrate-nitrogen levels are fairly insignificant when compared with the annual uptake rates for the trees and understory vegetation.

Available phosphorus levels in the topsoil samples ranged from 0.66 to 4.1 ppm. The Hach Company "Soil and Irrigation Water Interpretation Manual" lists phosphorus levels of less than 5 ppm as very low. A phosphorus concentration ranging from 0.66 to 4.1 ppm converts to about 2.6 to 16.2 lbs/acre in 12 inches of topsoil.

Cation Exchange Capacity (CEC) in the topsoil samples ranged from 9.6 to 19 cmol/kg. CEC is a measurable indicator of the potential adsorption capacity for trace elements. Table 5-20 from the EPA Process Design Manual for Land Treatment of Municipal Wastewater Effluents (EPA/625/R-06/016) lists soils with CECs between 12-20 cmol/kg as moderately adsorptive and soils with CECs less than 10 cmol/kg as having limited adsorption capacity.

SURFACE WATER

The PFCF Reuse Site sits on the south side of the Spokane River, just downstream from Avista Utility's Post Falls Middle Dam. The Spokane River begins at the outlet of Coeur d'Alene Lake, which sits about 10 miles upriver from the Reuse Site. A hydrogeological characterization of the site, prepared by Monks Hydro-Geoscience, delineated four (4) small watersheds crossing the site, with what appeared to be one (1) perennial un-named stream and the other three (3) watersheds with no evidence of active stream channels. Further description of these watershed characteristics can be found in the Hydrogeological Characterization City of Post Falls Forest Wastewater Reuse Site report, prepared by Monks Hydro-Geoscience, included in **Appendix J**.

GROUNDWATER

SVRP Aquifer

The Spokane Valley-Rathdrum Prairie (SVRP) Aquifer sits along the north side of the proposed reuse site with the regulatory boundary generally following the Spokane River, with some deviations. The regulatory boundary for the SVRP that IDEQ recognizes is the 1977 USGS

boundary. The portions of the PFCF site proposed for reuse are outside the regulatory boundary of the SVRP Aquifer, but the site is located within Kootenai County's Aquifer Protection District boundary.

Hydrogeologic Characterizations

An evaluation and hydrogeological characterization of the PFCF Reuse site was completed by John Monks, P.G. of Monks Hydro-Geoscience in August of 2020. A copy of this report titled Hydrogeological Characterization City of Post Falls Forest Wastewater Reuse Site is included in **Appendix J**. According to the report, the groundwater system at the site is comprised of two (2) aquifers. These include a crystalline bedrock aquifer in the metamorphic/granite bedrock, and an unconsolidated deposits aquifer in the sands and gravels along the Spokane River, and potentially in areas of thicker flood deposits in the upland areas. The Monks report includes a detailed subsurface characterization, hydrogeologic characterization, groundwater system conceptual model, and preliminary groundwater monitoring plan. The report concludes that shallow unconsolidated deposit aquifer along the Spokane River is likely hydrologically connected to the SVRP Aquifer.

A second phase of the hydrogeologic investigation, including geophysical surveys to characterize the buried bedrock topography, locate suitable locations for groundwater monitoring wells, and to establish the nature of the hydrogeologic connections between the shallow unconsolidated deposits aquifer, the river and the SVRP aquifer was completed by Harmony Warren, P.G. of Warren Geo. Results of the geophysical surveys and proposed monitoring well locations, prepared by Harmony Warren, dated July 1st, 2022, can be found in **Appendix K**. Updates to the hydrogeological characterization if needed will be completed after the monitoring wells have been constructed.

PERMIT LIMITS AND CONDITIONS

IRRIGATION WATER REQUIREMENT

The irrigation water requirement (IWR) for the PFCF Reuse site is estimated using ET Idaho precipitation deficit data for Orchards – Apples and Cherries No Ground Cover from the Coeur d'Alene 1E weather station. Each of the HMUs have different canopy cover and understory percentages as described in the Silvicultural Plan. **Table 3** shows the ratios of cover for each management unit, which are used in the IWR calculations. The understory IWR is calculated based on ET Idaho precipitation deficit data for Pasture Grass – High Management. The calculated IWR is the weighted average of the precipitation deficits for the Orchards – Apples and Cherries and the Pasture Grass. An irrigation efficiency of 90% for drip irrigation is assumed and applied to the composite IWR for the trees and understory. A summary of the proposed drip irrigation hydraulic loading rates based on both the mean IWR and 80% exceedance IWR can be seen in **Tables 4.1-4.4**. The target loading rate for each month will be based on the mean IWR adjusted either up or down based on a comparison of actual precipitation versus

average precipitation from an AgriMet station (PSFI) which is located on the reuse site. IWR calculations and supporting information can be seen in **Appendix L**.

Table 3 –Hydraulic Management Units Cover Ratios

HMU	Canopy Cover	Understory
Area 1 - Upper Bench	52%	48%
Area 2 - Mid-slope Mosaic	24%	61%
Area 3 - Lower Bench	57%	43%
Area 4 - Old Field	36%	64%

Table 4.1 –Area 1 Hydraulic Loading Rates

	Mean	80% Exceed.
	Irrigation	Irrigation
	Requirement	Requirement
Month	(in/mo.)	(in/mo.)
April	1.29	0.39
May	3.21	2.24
June	4.66	3.03
July	6.88	6.18
August	5.60	4.53
September	3.25	2.47
October	0.90	0.00
TOTAL (in)	25.78	18.85
TOTAL (MG/ac-yr.)	0.70	0.51

Table 4.2 –Area 2 Hydraulic Loading Rates

	Mean	80% Exceed.
	Irrigation	Irrigation
	Requirement	Requirement
Month	(in/mo.)	(in/mo.)
April	1.25	0.33
May	2.93	2.04
June	3.91	2.50
July	5.82	5.25
August	4.79	3.83
September	2.80	2.11
October	0.69	0.00
TOTAL	22.18	16.06
TOTAL (MG/ac-yr.)	0.60	0.44

Table 4.3 –Area 3 Hydraulic Loading Rates

	Mean	80% Exceed.
	Irrigation	Irrigation
	Requirement	Requirement
Month	(in/mo.)	(in/mo.)
April	1.25	0.40
May	3.16	2.20
June	4.68	3.04
July	6.88	6.19
August	5.59	4.54
September	3.24	2.47
October	0.91	0.00
TOTAL	25.72	18.83
TOTAL (MG/ac-yr.)	0.70	0.51

Table 4.4 –Area 4 Hydraulic Loading Rates

	Mean	80% Exceed.
	Irrigation	Irrigation
	Requirement	Requirement
Month	(in/mo.)	(in/mo.)
April	1.41	0.39
May	3.37	2.35
June	4.62	2.97
July	6.86	6.18
August	5.62	4.51
September	3.28	2.48
October	0.84	0.00
TOTAL	25.99	18.88
TOTAL (MG/ac-yr.)	0.71	0.51

Irrigation will not take place under adverse weather conditions or when soils are saturated. Weather conditions from year to year will dictate actual start and stop dates, but the April 1 through October 31 irrigation season will allow irrigation to occur under favorable conditions.

NITROGEN LOADING

Nitrogen uptake for the site is estimated based on the methodology presented in IDEQ’s 2012 Draft Guidance for Forested/Poplar Site Nutrient and Hydraulic Loading. The estimated uptake rates are from a combination of juvenile and older stand Douglas fir, with an understory of herbaceous and woody vegetation. The percentages of each are based on the vegetation summary tables included in the Silvicultural Plan. The calculated Nitrogen Loading limits for each of the HMUs are summarized in **Table 5** below. Calculations of estimated nitrogen uptake can be found in **Appendix M**. For a worst-case scenario assuming hydraulic loading at the mean IWR

for the most nutrient limited management unit (Area2), the site could potentially uptake an average effluent Total Nitrogen concentration of 11.5 mg/l. The other management units have almost double the allowable nutrient limits, so nutrient limitations are not of concern with them. Post Falls WRF effluent data from January 2019 through December 2021, shows an average effluent Total Nitrogen (TKN + NO₂ + NO₃) concentration of 8.8 mg/l. At this concentration, annual loading to the site is estimated at 44.2 lb./acre if irrigation occurs at the mean IWR.

Table 5 –Nitrogen Loading Limits

HMU	Nitrogen (lb/acre-yr)
Area 1 - Upper Bench	107
Area 2 - Mid-slope Mosaic	58
Area 3 - Lower Bench	76
Area 4 - Old Field	111

PHOSPHORUS LOADING

Phosphorus uptake for the site is estimated based on information presented in IDEQ's Draft Guidance for Forested/Poplar Site Nutrient and Hydraulic Loading from NRCS guidance which recommends a 20 lb/acre-year Phosphorus uptake for "Non-Grazed Privately Owned Woodland". Assuming hydraulic loading at the mean IWR, the site could potentially uptake an average effluent Phosphorus concentration of 3.4 mg/l. Post Falls WRF effluent data from January 2019 through December 2021, shows an average effluent Total Phosphorus concentration of 0.47 mg/l. At this concentration, annual loading to the site is estimated at 2.7 lb./acre if irrigation occurs at the mean IWR.

BUFFER ZONES

In accordance with the Recycled Water Rules, buffer zones are not required for Class A recycled water. Fencing around the site is also not a requirement for Class A recycled water.

IDENTIFICATION AND SIGNAGE

In accordance with the Recycled Water Rules, warning signs will be posted around the outer perimeter of the Reuse Site, stating "Caution: Recycled Water – Do Not Drink" or equivalent in both English and Spanish. Signage will also be placed at all valve boxes, within the irrigation areas. The effluent storage pond will also be posted with equivalent signage. To maintain the natural beauty of the site, purple drip irrigation pipe is not proposed, however the end of each drip lateral will include an appropriate warning label attached to the pipe. Furthermore, the perforated pipe proposed for drip irrigation is not available in purple. Buried irrigation sub-mains will also not be purple pipe, but will include the installation of identification tape, 18-inches above the pipe, stating "Caution: Recycled Water – Do Not Drink" or equivalent. The undeveloped nature of the site and sole purpose of the site eliminates the need to differentiate between multiple buried utilities, making the use of purple pipe unwarranted. A Waiver Application will

be submitted to IDEQ, under separate cover, proposing elimination of the purple pipe requirements for the Reuse Site.

RUNOFF CONTROL

Management controls will be put in place to minimize runoff of precipitation influenced by effluent from the proposed Reuse Site. Irrigation will not take place during periods when rainfall is occurring or when soils are saturated. Visual inspection of reuse areas for ponding or surface runoff will help protect against effluent leaving the site.

SYSTEM CAPACITY AND SIZING

WATER BALANCE

Optimization of effluent storage volume was conducted utilizing a range of water balance scenarios included in **Appendix N**. The water balances all utilize the mean IWR and account for average precipitation into and estimated evaporation out of the effluent storage pond. Precipitation data is taken from ET Idaho for the Coeur d'Alene 1E weather station Gross Precipitation. Evaporation data is taken from ET Idaho for the Coeur d'Alene 1E weather station Basal Transpiration for Open Water – Shallow Systems. A range of effluent storage volumes were considered, from no storage all the way up to 6.5 MG in storage. As shown in the water balances, 1.0 MG of effluent storage (Option 3) allows the City to utilize approximately 96% of the reuse site capacity in an average year. Increasing the storage volume beyond 1.0 MG provides minimal benefit in terms of increased utilization potential, compared to the costs of building that storage. All water balance scenarios are based on a maximum Class A effluent production of 1.0 MGD from the WRF.

Irrigation pumping rates are also considered, with calculations included in each water balance scenario in **Appendix N**. Optimized pumping rates for each scenario, consider the peak month's irrigation capacity, assuming an average of 12 hours per day irrigation for a minimum of 22 days during the peak month.

MONITORING AND REPORTING REQUIREMENTS

RECYCLED WATER CONSTITUENT MONITORING

The following **Table 6** summarized the recycled water constituent monitoring requirements for Class A. Per IDAPA 58.01.17, the point of compliance for Class A effluent will be at any point in the system following final treatment and disinfection contact time. For the PFCF Reuse system the point of compliance will be after final treatment at the WRF, prior to entering the storage pond.

Table 6 – Water Constituent Monitoring Requirements

Item/Monitoring Point	Description	Sample Type and Frequency	Constituents (mg/L unless otherwise specified)
1 - Recycled water prior to disinfection	Recycled water prior to disinfection	Continuous monitoring with recorded value every 15 minutes	Turbidity (NTU)
2 - Recycled water during disinfection	Recycled water during disinfection	Continuous monitoring with recorded value every 15 minutes	UV Transmittance (%) UV Intensity (mW/cm ²)
3 - Recycled water following disinfection, prior to storage pond	Recycled water following disinfection, prior to storage pond	Grab/daily	Total coliform (organisms/100 mL)
4 - Recycled water following disinfection, prior to storage pond	Recycled water following disinfection, prior to storage pond	Grab/daily or continuous monitoring with recorded value every 15 minutes	pH (standard units)
5 - Recycled water following disinfection, prior to storage pond	Recycled water following disinfection, prior to storage pond	24-hour Composite/weekly (during periods of diversion to storage pond)	Total Nitrogen
		24-hour Composite/weekly (during periods of diversion to storage pond)	Total Phosphorus

MANAGEMENT UNIT AND FLOW MONITORING

The following **Table 7** summarizes the flow monitoring requirements for Class A.

Table 7 – Flow Monitoring Requirements

Item/Monitoring Point	Description	Sample Type and Frequency	Parameters, each MU or FM
1 - Flow Meter to Storage Pond	Recycled water flow discharged to Storage Pond	Daily meter reading, Monthly compilation of data	Volume (gallons/day, MG/month)
2 - Flow meters to irrigation areas after storage pond	Recycled water flow to each management unit.	Daily, when irrigating	Volume (gallons/acre and acre-inches) to each Irrigation area within each HMU, recorded daily and compiled monthly

GROUNDWATER MONITORING

Irrigation of Class A wastewater at or below agronomic uptake does not typically require groundwater monitoring. However, the City of Post Falls intends to voluntarily prepare a groundwater network monitoring plan and install groundwater monitoring wells for monitoring of groundwater at the aquifer boundary. Following completion of a seismic refraction and electrical resistance tomography (ERT) survey, Warren Geo prepared a memorandum with recommended locations for groundwater monitoring wells. This information is included in **Appendix K**.

CROP MONITORING

Associated Management Units	Sample Type	Sample Frequency	Parameters
MU - 1 Upper Bench MU-2 Mid-slope Mosaic MU-3 Lower Bench MU-4 Old Field	Timber Harvest	Each Harvest	Harvest Date Harvested acreage (acres) Yield in board feet or other appropriate measurement

SOIL MONITORING

Since this is Class A recycled water, soil monitoring is not anticipated as a requirement of the Reuse Permit for this facility.

REPORTING

In accordance with Recycled Water Rules and Permit requirements, the City will monitor the operation and efficiency of all treatment reuse facilities. Samples will be collected at times and locations that are representative of the treatment process as outlines in the Permit requirements. Appropriate analytical methods shall be employed. As a condition of the Permit, a Quality Assurance Project Plan (QAPP) will be developed to cover field activities; monitoring locations; laboratory analytical methods; data verification and validation; data storage, retrieval and assessment; and monitoring program evaluation and improvement. The purpose of the QAPP is to ensure that methods and techniques used for sample collection and analysis result in data that are accurate and representative of conditions, within accepted standards of practice.

SITE OPERATIONS AND MAINTENANCE

The wastewater treatment and reuse system infrastructure are owned and operated by the City of Post Falls.

Currently the wastewater system classifications are:

- Wastewater Collection – Class IV
- Wastewater Treatment – Class IV

The Responsible Charge Operator of the system is Adam Tate, Chief Operator. Adam holds the following operator licenses related to wastewater:

- Wastewater Collection – Class IV (WWC4-21022)
- Wastewater Treatment – Class IV (WWT4-20841)

The Substitute Responsible Charge Operator of the collection system is Jason Chavez. Jason holds the following operator licenses related to wastewater:

- Wastewater Collection – Class IV (WWC4-19786)
- Wastewater Treatment – Class I (WWT1-24330)

The Substitute Responsible Charge Operator of the treatment system is Ricky Estrada. Ricky holds the following operator licenses related to wastewater:

- Wastewater Treatment – Class III (WWT3-25632)

The City currently has one operator licensed for land application. Mr. Don Ellis holds the following operator license:

- Wastewater Land Application – WWTLA-19325

COMPLIANCE SCHEDULE

Anticipated compliance activities following issuance of the Reuse Permit are as follows:

PLAN OF OPERATION

A Draft Plan of Operation, incorporating requirements of the new permit, will be completed and submitted to IDEQ during the design phase. A Final Plan of Operation, that reflects operation of the new Class A, pumping, storage, irrigation, and monitoring system will be completed upon substantial completion of construction of said improvements, and prior to irrigation of the Reuse Site.

QUALITY ASSURANCE PROJECT PLAN

A Draft Quality Assurance Project Plan (QAPP), incorporating requirements of the new permit, will be completed and submitted to IDEQ during the final design phase. A Final QAPP, that reflects operation of the new Class A, pumping, storage, irrigation and monitoring system will be completed upon substantial completion of construction of said improvements, and prior to irrigation of the Reuse Site.

EFFLUENT POND SEEPAGE TESTING

Following construction of the effluent storage pond, seepage testing will be completed to conform compliance with the allowable leakage rate of 0.125 inches per day or less in accordance with IDAPA 58.01.16.493. Prior to testing, a schedule and seepage testing plan, based on the requirements of IDAPA 58.01.16.493 and as defined in the August 2016 IDEQ memorandum entitled "Guidance for Evaluating Wastewater Lagoon Seepage Rates", will be prepared and submitted to IDEQ for review and approval.

UPDATED SILVICULTURAL PLAN

The Silvicultural Plan included with this report, in **Appendix F**, describes current forest conditions at the proposed PFCF Reuse Site and recommends forest treatments to consider implementing before installation of irrigation infrastructure. As described in the plan, once irrigation begins, forest conditions may change rapidly and an update to the silvicultural plan will be necessary. A reevaluation and update to the Silvicultural plan is recommended as part of each permit renewal process.

GROUNDWATER MONITORING NETWORK CONSTRUCTION

T-O Engineers is currently completing plans and specifications for groundwater monitoring well construction. These plans will be submitted to IDEQ for review and approval, under separate cover. The City anticipates bidding and construction of these monitoring wells will be completed by the fall of 2024. At a minimum, construction will be completed prior to initiation of land application activities on the site.

RESEARCH STUDY

A research study was discussed with IDEQ during the August 2017 meeting and the pre-application meeting. The objective of such a study would be to monitor and assess how the forest vegetation is responding to irrigation on the Reuse Site. A research study plan may be prepared as a compliance activity under the new permit, for implementation during the first permit cycle. The University of Idaho would be partner in the research study. The objective of the study will be to identify if the trees and vegetation are performing similarly to published literature values or if

the vegetation is exceeding published and permitted uptake rates. If the results of the study provide justification for increasing permitted loading rates at the site, these will be incorporated into a permit modification or the next permit renewal application and technical report.

The research study is anticipated to utilize small test plots with different levels of irrigation applied to each and some with no irrigation. Monitoring and comparison of tree growth in each test plot would then be conducted. Soils and groundwater monitoring could also be incorporated for estimating forest nutrient and water uptake, which may be helpful in establishing higher loadings to the site.

Recycled Water Reuse Permit Application

Contents

1. Application for Recycled Water Reuse Permit.....	1
Form A: Designation of Authorized Representative	2
2. Facility Information	3
3. Plan of Operation Checklist / Preliminary Technical Report Checklist	5

December 1, 2022



Idaho Department of Environmental Quality

Regional Office Contact

Name, title: Emma Wooldridge, EIT, Water Quality Engineer

Regional office: Coeur d'Alene

Address: 2110 Ironwood Parkway, Coeur d'Alene, ID 83814

Phone/e-mail: (208) 769-1422, emma.wooldridge@deq.idaho.gov

Notes:

1. Left clicking on items in **red font** will provide a drop-down menu to choose from.
2. Left clicking on **red boxes** will choose that item.
3. Material highlighted in **yellow font** are examples or information on how to fill out that section of the application form. Replace the material in yellow font with your specific information.

1. Application for Recycled Water Reuse Permit

Instructions: Complete the following form and attachments as completely as possible. Failure to provide sufficient information will delay processing of the application and final action on the permit. A pre-application meeting between the applicant and Idaho Department of Environmental Quality (DEQ) is strongly encouraged to discuss site-specific issues and level of detail needed. If clarification is needed, contact DEQ's Coeur d'Alene Regional Office at (208) 769-1422.

Type of application (attach appropriate checklists) New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> : Permit No.: Major modification <input type="checkbox"/> Minor modification <input type="checkbox"/>	
Legal name of applicant:	City of Post Falls, Idaho
Responsible Official and title (see Form A for definition of Responsible Official and Authorized Representative)	Ronald G. Jacobson Mayor
Authorized Representative and title (attach Form A for designating Authorized Representative)	John Beacham Public Works Director
Mailing address:	City of Post Falls Public Services – Utilities Division 408 N. Spokane Street Post Falls, ID 83854
Facility address, if different:	2002 Seltice Way Post Falls, ID 83854
Phone/fax:	(208) 457-3378
E-mail address:	jbeacham@postfalls.gov
Company Internet address:	www.postfalls.gov
Attachments (check all that apply): <input checked="" type="checkbox"/> Form A <input checked="" type="checkbox"/> Section 2. Facility Information Section 3. Plan of Operation Checklist / Preliminary Technical Report Checklist <input type="checkbox"/> Plan of Operation <input checked="" type="checkbox"/> Preliminary Technical Report <input type="checkbox"/> Other:	
<i>"I certify that the information provided in this submittal is, to the best of my knowledge, true, accurate and complete and I acknowledge that knowing submission of false or incomplete information may result in permit revocation as provided for in IDAPA 58.01.17.920.01, non-issuance of the permit, or other enforcement action as provided for under Idaho law."</i>	
Signature of Responsible Official:	
Title:	
Date:	

Form A: Responsible Official / Duly Authorized Representative Designation Form

Use the following form to specify facility contacts.

Permittee name: City of Post Falls	
Permit number:	
I hereby certify that I am qualified to be the responsible official for the above-named permittee.	
Specifically, I, Ronald G. Jacobson	
<input type="checkbox"/>	am an officer of the corporation.
	My title is:
<input type="checkbox"/>	perform policy or decision-making functions similar to that of an officer of the corporation.
	Explain:
<input type="checkbox"/>	am a general partner in a partnership.
<input type="checkbox"/>	am the owner of a sole proprietorship.
<input checked="" type="checkbox"/>	am a principal executive officer, ranking elected official, or a person of decision-making authority of a municipality, state, federal, or other public agency who can legally bind the permittee with respect to the permit.
	My office/title is: Mayor
	My agency is: City of Post Falls
I hereby designate the following person or position title as a duly authorized representative: Public Works Director	
I certify that the individual filling this position is responsible for the overall operation of the regulated facility or an individual having overall responsibility for environmental matters.	
Signature of responsible official:	
Signature of duly authorized representative designee:	
Date:	
<p>The Responsible Official is the facility contact person authorized by the permittee to communicate with DEQ on behalf of the permittee on any matter related to the permit, including without limitation, the authority to communicate with and receive notices from DEQ regarding notices of violation or noncompliance, permit violations, permit enforcement, and permit revocation.</p> <p>The Responsible Official is responsible for providing written certification of permit application materials, annual report submittals, and other information submitted to DEQ as required by the permit. Any notice to or communication with the responsible official is considered a notice to or communication with the permittee.</p> <p>The Responsible Official <u>may</u> designate an Authorized Representative to act as the facility contact person for any of the activities or duties related to the permit, except signing and certifying the permit application, which must be done by the Responsible Official.</p> <p>The designated Authorized Representative shall act as the Responsible Official and shall bind the permittee as described above. The designation of an Authorized Representative must a) be made in writing by the Responsible Official and attached to the permit application using Form A and b) specify an individual having responsibility for the overall operation of the regulated facility, such as the plant manager, superintendent, or an individual having overall responsibility for environmental matters.</p>	

2. Facility Information

Type of facility from which wastewater is generated	Municipal
Types of wastewater produced	Domestic wastewater and pre-treated industrial wastewater from users within the City of Post Falls
Method(s) of wastewater treatment	Secondary extended aeration activated sludge followed by tertiary clarification, membrane filtration and UV disinfection.
For municipal wastewater systems, provide and collection and treatment system classifications. Refer to IDAPA 58.01.16.202.01.a located at: <i>Wastewater Rules</i>	Collection: Class IV Treatment: Class IV Note: Include applicable classification form or submit updated form if current form is no longer applicable. Forms are available at: <i>Classification Forms</i>
For municipal wastewater treatment, designate "class" of recycled water generated and method(s) of reuse	<input checked="" type="checkbox"/> Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C <input type="checkbox"/> Class D <input type="checkbox"/> Class E
For industrial wastewater treatment, describe the different types of recycled water streams generated and method(s) of reuse	N/A
Facility ownership	<input checked="" type="checkbox"/> Public (specify type): City of Post Falls <input type="checkbox"/> Private
Site elevation (feet above sea level)	2150' – 2430'
USGS Quadrangle	Post Falls
Legal location (township, range, section)	T50N, R5W, Section 9
County	Kootenai
Representative soil profile for method of reuse	Silty Sand with Gravel
Seasonal high ground water, if available	Depth to seasonal high ground water: 100'-400' estimated Season encountered: TBD
Depth, thickness, and flow direction of aquifer(s) located at or near the reuse facility	<ol style="list-style-type: none"> 1. SVRP Aquifer – along north border of project area. 2. Unconsolidated aquifer – discharges to either the Spokane River or the SVRP Aquifer north of the project site 3. Bedrock aquifer – Flows north-northwest along fracture zones
Nearby surface water(s) and distance(s) to nearest reuse area	Spokane River – Borders reuse site to the north

<p>Beneficial uses of surface water (Check all that apply)</p>	<p><input type="checkbox"/> Agriculture <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Aquaculture <input checked="" type="checkbox"/> Aquatic life <input type="checkbox"/> Salmonid spawning <input checked="" type="checkbox"/> Primary Recreation <input checked="" type="checkbox"/> Secondary Recreation <input checked="" type="checkbox"/> Other (identify): Irrigation</p> <p>Note: Beneficial uses of surface water are listed in the Water Quality Rules, 58.01.16, sections 110 through 160.</p>
<p>Operator Certification Requirements (for municipal systems only)</p>	<p>Wastewater Treatment Operator - Class IV Wastewater Treatment Operator – Land Application</p>
<p>Engineer/consultant that prepared application documents:</p> <p>Firm Person(s) Address Phone/fax/email</p>	<p>Zach Thompson, P.E. T-O Engineers, Inc. 7950 N Meadowlark Way Unit A Coeur d'Alene, ID 83815 (208) 762-3644 (208) 596-1834 zthompson@to-engineers.com</p>

3. Plan of Operation Checklist / Preliminary Technical Report Checklist

For facilities with an existing reuse permit, use these checklists as a guide to update your plan of operation and prepare a preliminary technical report for submittal with the permit application. A pre-application workshop will be held one year prior to permit expiration to discuss permit application requirements and answer questions regarding application content.

For facilities applying for a new reuse permit, provide an outline of the plan of operation with the permit application. If reuse facilities are in the design and construction phase, submit a detailed plan of operation at the 50% completion point of construction. After 1 year of operating the reuse facility, the plan must be updated to reflect actual operating procedures. A pre-application workshop between the applicant and DEQ is *strongly encouraged*.

Consult the DEQ Guidance or other information source listed in the right-hand column of the checklists for assistance in developing the plan of operation or preliminary technical report. If additional clarification is needed, contact your DEQ regional office.

The preliminary technical report is the core of the application. This report shall describe how the facility will comply with the "Recycled Water Rules" (IDAPA 58.01.17) and conform to DEQ guidance (*Guidance for Reclamation and Reuse of Municipal and Industrial Wastewater*). The application should include those checklist items **as applicable and necessary to characterize the wastewater treatment and reuse systems**.

Plan of Operation and Preliminary Technical Report Checklists

Plan Section and Requirements	Plan of Operation	Prelim. Technical Report	DEQ Guidance Section No. or other source of information
Section 1. Operation and Management Responsibility			
a. Attach organizational chart showing positions responsible for operation and maintenance of wastewater treatment and reuse systems. For municipal systems, include operator training and certification requirements, certification credentials for operators, and any other operator certification information.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Classification and Licensure
b. Describe operator and manager responsibilities.	<input checked="" type="checkbox"/>		
c. Describe process for updating the plan of operation as operational and/or facility changes occur.	<input checked="" type="checkbox"/>		
d. If a party other than the applicant operates and maintains any portion of the wastewater treatment or recycled water reuse system, provide a copy of the signed contract or agreement. The contract or agreement must contain language outlining how the system will be operated to meet the conditions and requirements of the reuse permit.		<input type="checkbox"/>	

Plan Section and Requirements	Plan of Operation	Prelim. Technical Report	DEQ Guidance Section No. or other source of information
Section 2. Permits and Other Regulatory Requirements			
a. Attach copies of the reuse permit, National Pollutant Discharge Elimination System (NPDES) permit, planning and zoning conditional use permits, and all other applicable permits, licenses, and approvals.	<input type="checkbox"/>	<input type="checkbox"/>	NPDES Permits in Idaho
b. List applicable ordinances, rules, statutes, and standards.	<input type="checkbox"/>		
Section 3. Land Application Site			
a. A topographic map identifying and showing the location and extent of wastewater inlets, outlets, and storage structures and facilities, land application area, wells, springs, wetlands, surface waters, FEMA floodplains, service roads, natural or man-made features necessary for treatment, buildings and structures, and process chemical and residue storage facilities. See 58.01.17.300.03.c	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Recycled Water Rules
b. A topographic map extending ¼ mile beyond the outer limits of the facility site identifying and showing the location and extent of wells, springs, wetlands, surface waters, public and private drinking water supply sources, applicable source water assessment areas, public roads, dwellings, and public gathering places. See 58.01.17.300.03.f	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Recycled Water Rules
c. Description of and a regional map showing important land features (cities, major roads, major surface water bodies, county/state lines) in relation to the reuse facility.		<input checked="" type="checkbox"/>	
d. A scaled map showing hydraulic management units (HMUs) and associated acres, ground water monitoring wells, and wastewater and recycled water lagoons.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
e. A scaled map showing the recycled water and supplemental water (if used) irrigation system, including piping, appurtenances, and the type & efficiency of irrigation system used for each HMU.	<input type="checkbox"/>	<input type="checkbox"/>	
f. Description of land uses adjacent to reuse facility.		<input checked="" type="checkbox"/>	
g. Identify ownership of the reuse sites, including documentation. If not owned by the applicant, include copies of leases and agreements for the reuse sites. For leased or rental reuse sites, provide a signed agreement between applicant and landowner that clearly states the applicant will have sufficient control of the site to meet reuse permit requirements.		<input checked="" type="checkbox"/>	
Section 4. General Plant Description			
a. Describe wastewater treatment design basis and/or criteria.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Describe wastewater treatment processes and/or unit operations used to generate recycled water for reuse, including design capacities. For municipal systems, include disinfection processes and disinfection level. (See 58.01.17.601 for municipal recycled water classifications)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Municipal Disinfection Class

Plan Section and Requirements	Plan of Operation	Prelim. Technical Report	DEQ Guidance Section No. or other source of information
c. Provide plot plans and process and instrumentation diagrams. (P&IDs)	<input type="checkbox"/>	<input type="checkbox"/>	
d. Provide hydraulic profile, including key inverts and elevations.	<input type="checkbox"/>		
e. Characterize wastewater and recycled water streams, including daily, monthly, & annual flow rates, seasonal variability, chemistry and microbiology. Provide source of data for this characterization.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 3.1, 3.2, 3.3, 3.4
f. Describe wastewater treatment and reuse system efficiencies.	<input type="checkbox"/>		
Section 5. Description, Operation, and Control of Unit Operations and Processes			
a. Describe unit operation/process purpose and control strategy.	<input checked="" type="checkbox"/>		
b. Describe normal operations. (e.g., flow patterns, typical process and reuse system flow rates, and sludge production rates)	<input checked="" type="checkbox"/>		
c. Describe process monitoring and control systems.	<input checked="" type="checkbox"/>		
d. Provide operating instructions for equipment with reference to manufacturer's operation and maintenance (O&M) manuals, standard operating procedures (SOPs), or other applicable documents.	<input type="checkbox"/>		
e. Discuss common operating problems and solutions. (troubleshooting guide)	<input checked="" type="checkbox"/>		
f. List laboratory tests for process control.	<input type="checkbox"/>		
g. List laboratory tests for compliance determination.	<input type="checkbox"/>		
h. Describe start-up procedures.	<input checked="" type="checkbox"/>		
i. Provide emergency operating plans and procedures.	<input checked="" type="checkbox"/>		
Section 6. Wastewater and Recycled Water Treatment and Storage Lagoons			
a. Describe all treatment and storage ponds and lagoons, including date constructed, purpose, capacity, liner material, last seepage rate test date and result, scheduled seepage rate tests, and operating parameters (e.g., minimum freeboard and minimum depth).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 6.3
b. Describe lagoon maintenance.	<input checked="" type="checkbox"/>		Guidance 6.3.4
c. Sludge accumulation monitoring	<input checked="" type="checkbox"/>		
Section 7. Reuse Site Features and Characteristics			
a. Describe fencing and posting (signs) used on each IIMU. Fencing and posting guidance is shown in Tables 6.4 and 6.5 of the Guidance.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 6.5
b. Describe backflow prevention equipment for each irrigation well, domestic well and public water system that has an	<input type="checkbox"/>		

Plan Section and Requirements	Plan of Operation	Prelim. Technical Report	DEQ Guidance Section No. or other source of information
interconnection with a wastewater, recycled water system, or other source of contamination.			
c. Climatic characteristics – provide meteorological data of the site, including precipitation, high and low temperature data, frost-free days, and wind speed and direction.		☒	Guidance 2.1.1, 4.1.1.1
d. Soils i. Describe the soil types present at all reuse sites. Use Natural Resources Conservation Service (NRCS) soil survey information if available or site-specific information, ii. provide and interpret available soil monitoring results, and iii. for sites applying or proposing to apply during the non-growing season, provide calculations used to determine acceptable non-growing season hydraulic loading rates. (See Guidance Section 4.4.9)		☒	Guidance 2.1.2, 4.4.9, 7.4.3
e. Topography – describe configuration of land surface: elevation, slope, relief, and aspect and the relationship to land application design.		☒	Guidance 2.1.3
f. Surface Water i. Identify and describe the location of surface water(s) located near the wastewater treatment and reuse sites. ii. List applicable DEQ beneficial uses of surface water. (See 58.01.02, sections 110 through 160) iii. Describe the influence of the wastewater treatment system and reuse site on nearby surface waters.		☒	Beneficial Uses of Surface Water
g. Ground Water i. Describe the ground water conditions including depth to first water, depth to regional ground water, confined or unconfined (if known), ground water flow direction, and seasonal variations in depth or flow direction. ii. Describe the ground water monitoring well network, including location, depth, construction, completion, lithology, and aquifer parameters for each monitoring well (attach well logs). Describe the gradient position of each monitoring well and the purpose it serves in the network. Identify wells that no longer produce samples. iii. Provide the location of public wells, private wells, irrigation wells, and injection wells located within a one-quarter mile of the reuse site(s). Include copies of well logs if available. iv. Conduct a well location acceptability analysis for the wells identified. (see Guidance Section 6.6.4) v. Provide and interpret ground water monitoring or modeling results.		☒	Guidance 2.1.4, 6.6, 7.1, 7.2, 7.7.4
Section 8. Reuse Site Loading Rates			
a. Describe how the facility tracks recycled water and irrigation water hydraulic loading for each HMU.	☐	☒	Guidance 4.1, 7.5.2.2

Plan Section and Requirements	Plan of Operation	Prelim. Technical Report	DEQ Guidance Section No. or other source of information
b. Provide the design and typical recycled water and irrigation water hydraulic loading rates by month for each HMU and the basis used to establish design rates.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 4.1.1
c. Describe irrigation scheduling methods and practices used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 4.1.1.2
d. Describe the source(s) of supplemental irrigation water and typical hydraulic loading rate by month.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 4.1.1.2.1, 4.1.1.2.2
e. Attach documentation of water rights for supplemental irrigation water (if used). Confirm water rights, in combination with recycled water volume are sufficient to meet crop water needs.	<input type="checkbox"/>	<input type="checkbox"/>	
f. Describe non-growing season application practices.	<input type="checkbox"/>		Guidance 4.1.2
g. If storage ponds/lagoons are used, include monthly water balances for the storage system, including all inputs and outputs to demonstrate sufficient capacity is provided for the system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
h. Describe how the facility calculates and manages loading rates for relevant constituents (e.g., nitrogen, phosphorus, chemical oxygen demand, NVDS) for each HMU. Loading rate information should identify respective loadings from each source, such as recycled water, waste solids, and fertilizers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 4.2.1, 4.2.2
i. Identify the land limiting constituent for the land application system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 4.
Section 9. Reuse Site Vegetation			
a. Cropped sites: describe the crop rotation plan. Include crop type, approximate planting and harvest dates, expected yield, expected crop uptake values for relevant constituents, method used to calculate crop uptake, anticipated commercial fertilizers application rates, any other anticipated source of nutrients or constituents of concern, irrigation water requirement (IWR) for each crop type and the basis used to determine IWR.	<input type="checkbox"/>	<input type="checkbox"/>	Guidance 2.2
b. Silvicultural (forest) site: describe dominant forest and understory species, respective percentage of the site occupied by each, and age class and successional stage of the forest. Describe management of forested sites. Include pest and weed control, harvest, thinning, new planting, and anticipated dates of these operations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 2.2.2
c. Native vegetation site: describe dominant vegetation species and respective percentage of the site occupied by each. Describe the management of sites with native vegetation, including pest and weed control and other operations, if any, and anticipated dates of these operations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Plan Section and Requirements	Plan of Operation	Prelim. Technical Report	DEQ Guidance Section No. or other source of information
Section 10. Reuse Site Management			
a. Site management history – describe past uses and management of reuse sites including important events and dates, agronomic practices, and other relevant land use practices.		<input checked="" type="checkbox"/>	
b. Compliance Activities: If applying for a permit modification or renewal, provide a summary of the status of each compliance activity in the existing permit.		<input type="checkbox"/>	
c. Site Management Plans - If the site has previously developed management plans listed below (or other site-specific plans), provide updated plans as necessary to reflect current operations. For new sites or if the applicable management plan(s) have not been developed for existing sites, prepare the following plans:	<input type="checkbox"/>	<input type="checkbox"/>	
i. Buffer Zone Plan – Address buffer zones for dwellings, areas of public access, surface waters, private and public water sources, and irrigation and monitoring wells. Compare proposed or existing buffer zone distances with DEQ guideline buffer distances and describe any proposed mitigation measures to reduce buffer zone distances. Include a scaled map showing buffer zones (existing or proposed).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 6.5, 6.6
ii. Grazing management: describe planned grazing activities, including type and number of animals, grazing rotation, and time of year.	<input type="checkbox"/>	<input type="checkbox"/>	Guidance 6.4
iii. Nuisance management: describe administrative and engineering controls to prevent nuisance conditions, such as odors, overspray, vector attraction, and noise. Include specific design considerations, operation and maintenance procedures, and management practices to be employed. Describe procedures for handling and responding to complaints about facility-caused nuisances.	<input type="checkbox"/>	<input type="checkbox"/>	Guidance 2.3.2 Air Quality Pollutants and Odors
iv. Waste solids management: describe type and quantity of waste solids generated, process by which wastes are generated, physical and chemical characteristics, and waste storage systems. Describe disposal or recycling of these wastes, identify locations of disposal or recycling sites, and discuss criteria for selecting these sites. (See 58.01.16.650 of the Wastewater Rules). Waste solids management plans should be submitted prior to stockpiling, disposal, or reuse for DEQ review and approval.	<input type="checkbox"/>	<input type="checkbox"/>	Sludge and Biosolids Wastewater Rules
v. Nonvolatile Dissolved Solids (NVDS) Management Plan – Systems with high NVDS (referred to as salts) loading rates may cause elevated ground water total dissolved solids (TDS) levels. The NVDS management plan is used to identify sources of salt and reduce NVDS-loading rates as necessary to satisfy the <i>Ground Water Quality Rule</i> , IDAPA 58.01.11.	<input type="checkbox"/>	<input type="checkbox"/>	Guidance 4.2.2.5

Plan Section and Requirements	Plan of Operation	Prelim. Technical Report	DEQ Guidance Section No. or other source of information
vi. Runoff management: describe administrative and engineering controls and best management practices used to prevent runoff of recycled water from the reuse site. Include provisions/practices to prevent run-on of storm water onto reuse sites.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 4.1.3
vii. Weed management.	<input type="checkbox"/>		Guidance 6.8
Section 11. Quality Assurance Project Plan			
<p>Prepare and implement a quality assurance project plan (QAPP) to assist in planning for collection, analysis, and reporting of all monitoring in support of permit and explaining data anomalies when they occur. At a minimum, the QAPP must include the following:</p> <ul style="list-style-type: none"> i. Number of measurements, number of samples, type of sample containers, preservation of samples, holding times, analytical methods, analytical detection, and quantitation limits for each target compound, type and number of quality assurance field samples, precision and accuracy requirements, sample preparation requirements, sample shipping methods, and laboratory data delivery requirements. ii. Maps indicating the location of each monitoring and sampling point. iii. Personnel qualification and training. iv. Names, addresses, and telephone numbers of the laboratories used by or proposed to be used by the permittee. v. Example formats and tables that will be used by the permittee to summarize and present all data in the annual report. <p>The QAPP format and content should adhere to recommendations and references in the quality assurance and data processing sections of the DEQ guidance.</p> <p>Note: For existing facilities having a QAPP, include with the preliminary technical report. For new facilities, QAPP requirements will be discussed during the pre-application conference.</p>		<input checked="" type="checkbox"/>	Guidance 7.1.5, 7.1.6, 7.1.7
Section 12. Monitoring Activities			
a. Describe recycled water monitoring.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 7.5, 7.7.8
b. Describe supplemental irrigation water monitoring.	<input type="checkbox"/>	<input type="checkbox"/>	Guidance 7.5
c. Describe ground water monitoring.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 7.2, 7.7.3.1, 7.7.4
d. Describe soil monitoring.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 7.4, 7.7.6, 7.7.7
e. Describe crop tissue monitoring.	<input type="checkbox"/>	<input type="checkbox"/>	Guidance 7.6, 7.7.9

Plan Section and Requirements	Plan of Operation	Prelim. Technical Report	DEQ Guidance Section No. or other source of information
f. Describe any other monitoring (e.g., meteorological and vadose zone).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Guidance 7.3, 7.7.5
Section 13. Maintenance			
Provide maintenance information, including the following: preventative maintenance schedules; troubleshooting charts and guides; maintenance record system; location of manufacturer's manuals; management of spare parts inventory; vendors, outside contractors and suppliers.	<input type="checkbox"/>		
Section 14. Records and Reports			
a. Provide general overview of records kept, recordkeeping system, and reports generated.	<input checked="" type="checkbox"/>		
b. Describe daily operating logs and provide examples.	<input checked="" type="checkbox"/>		
c. Describe laboratory records and reports and provide examples.	<input checked="" type="checkbox"/>		
d. Describe reporting procedures for permit violations.	<input checked="" type="checkbox"/>		

CITY OF POST FALLS
AGENDA REPORT
New Business

MEETING DATE: 05/16/2023 07:00:00

DATE: 05/09/2023 17:43:07
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin
SUBJECT: Request approval to purchase (4) new Volvo L70H Loaders with gated snow plows

ITEM AND RECOMMENDED ACTION:

City Staff requests that the Mayor and Council approve the purchase of (4) new L70H Wheel Loaders from Pac West Machinery, LLC using Sourcewell cooperative purchasing pricing.

DISCUSSION:

The new loaders will replace the City's existing loaders: 1992 Deere 544 ETC, 1998 Deere 624H, and 2005 Deere 544J. The new loaders will increase our loader fleet from seven to eight and be assigned to our Streets division. Their primary use will be to remove snow during winter storms. City staff requests that Council approve the purchase of (4) new Volvo L70H loaders with gated snowplows (including buckets and one set of forks) in the total amount of \$1,004,385.00 (this price includes a 43.6% Sourcewell discount).

Staff received quotes from three vendors (Western States: CAT, Pape: Deere, and Pac West: Volvo). Staff recommends purchasing Volvo loaders from Pac West (lowest cost). The purchase of these loaders is expected to help staff maintain the existing level of service the city provides during snow events. Replacing the existing loaders will allow flexibility and coverage when equipment failures occur.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Council Workshop 2/21/23: Council attended a workshop in which Public Works staff presented proposals for equipment changes with regard to the city's loaders and winter event response

APPROVED OR DIRECTION GIVEN:

At the workshop, Council advised staff to bring to them a loader purchase proposal (vs. leasing) as well as an increase to the loader fleet size (7 to 8). Council also advised staff to look for the most cost-effective method to do this.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funds for this purchase will come from the vehicle and equipment replacement fund:
\$1,004,385.00

BUDGET CODE:

001-434.0000.90010



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

Memorandum of Legal Counsel

To: Ross Junkin
From: Field K. Herrington, Deputy City Attorney
Date: May 5, 2023
Re: May 16, 2023, Cooperative Purchasing – Four (4) Volvo Loaders

My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the requirements of state code and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must then complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about 4/25/2023, I received copies of contract documents for four (4) Volvo L70H wheel loaders that were received by Public Works using Sourcewell.

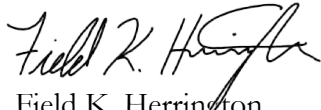
I have reviewed the submittal and researched the competitive solicitation process that the Sourcewell utilized. Sourcewell published a request for proposals (“RFP”) on 2/1/2019 and opened the proposals on 3/22/2019 and awarded the contract to Volvo Construction Equipment North America, LLC. The associated RFP, Proof of Publication, Evaluation, and any Comment & Review documents can be viewed on Sourcewell’s website [here](#).

Based upon the contract amount being over \$100,000, the contracts, along with a staff memo explaining the reason for procurement must be presented for approval by City Council and signed by the Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Sourcewell is offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls procurement standards.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Field K. Herrington". The signature is fluid and cursive, with the first name "Field" being the most prominent.

Field K. Herrington
Deputy City Attorney

PACWEST MACHINERY QUOTATION

PORTLAND BRANCH

13805 N.E. SANDY BLVD. (97230)
P.O.BOX 20577 (97294) PORTLAND, OR
PH 1-800-929-5933 FAX (503) 252-1769

SPOKANE BRANCH

3515 N. Sullivan RD. SPOKANE Valley, WA
99216 PH (509) 534-5933 1-800-938-5933
FAX (509) 534-5286

SEATTLE BRANCH

8207 S. 216TH KENT, WA 98032-1935
PH (206) 762-5933 1-800-935-5933
FAX (206) 763-3117

EUGENE BRANCH

1550 IRVING RD. EUGENE, OR 97402
PH (541) 302-3762
FAX (541) 302-3763

To:	City of Post Falls	Date:	5/5/2023
Address:	408 N. Spokane Street Post Falls, ID 83854	Proposal No.:	SW032119-1PF
Attention:	Mr. Ross Junkin	F.O.B. Point:	Post Falls, ID
		Acceptance Period:	10 days

In accordance with the terms and conditions stated herein and the following page hereof,
PacWest Machinery LLC offers to sell, furnish and deliver FOB shipping point, the equipment described.

QUANTITY	DESCRIPTION	AMOUNT
4	New VOLVO L70H Wheel Loaders per Sourcewell contract # 032119-VCE	
3	HENKE snow plows with High Gates & quick couplers to fit VOLVO L70H	
1	Henke Swivel Plate to fit VOLVO L70H wheel loader	
1	Set of Forks with quick coupler attachment to fit VOLVO L70H wheel loader	
1	Quick coupler general purpose 2.9cy bucket with bolt on cutting edge L70H	
1	Quick coupler multi purpose 4&1 bucket with bolt on cutting edge L70H	
	See (4) Four Sourcewell contract L70H option pages for detail on L70H Loader build and options.	
4	5 year 5,000 hr full warranty with travel time and milage	
4	5 year full service sgreement	
TERMS : Net 10 days from PacWest Invoice date, machine delivery prior to invoicing.		
Total Not Including Tax:		\$1,004,385.00

IMPORTANT: ADDITIONAL TERMS ARE LOCATED ON 2nd PAGE OF THIS DOCUMENT, INCLUDING WARRANTY AND DISCLAIMER PROVISIONS, ALL OF WHICH SHALL BE CONSIDERED PART OF THIS QUOTATION.

Submitted by:	Craig Patterson	Estimated delivery date after receipt of order & complete information has been provided.
Accepted by: PacWest Machinery LLC	Accepted (Company):	
By: 	By:	
Title: Municipal Sales	Title:	
Date: 5/5/2023	Date:	
Warranty Attached	60 months	



Quote Valid for 90 days

Contract:
032119-
VCE

Date: 4/11/2023

Buying Agency:	City of Post Falls	Dealership:	PacWest Machinery LLC
Contact Person:	Ross Junkin	Prepared By:	Craig Patterson
Phone:	208-773-1722	Phone:	509-534-5933
Email:	rjunkin@postfalls.gov	Email:	cpatterson@pacwestmachinery.com

Sourcewell Product Code	D - Volvo Pricing Catalog: Wheel Loaders Large
--------------------------------	--

A. Catalog / Price Sheet Items being purchased

Quan	Description	Unit Pr	Total
1	Volvo L70H wheel loader	\$196,234	\$196,234
Sourcewell Machine Price:			\$196,234
Additional Discount:			-\$3,000
Subtotal A:			\$193,234

B. Sourced and/or Non-Contracted Items

Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
Subtotal B:			\$0

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	\$500	
PDI	\$1,000	
Labor to install hydraulics for plow and high gate	\$600	
Parts and hoses to install Henke	\$724	
Extended warranty 5yr 5000 hr. travel time and milage	\$11,007	
Volvo maintenance agreement	\$8,932	
Subtotal C:		\$22,763

Delivery Date:	11/1/2023	D. TOTAL PURCHASE PRICE (A+B+C):	\$215,997
-----------------------	------------------	---	------------------

Version 20

Description	Part #	List Price
Volvo L70H, Wheel Loader	L70H	258,236.00
20.5R25* L-2 Michelin Snoplus (4)	WL20019	22,857.00
4-Rims (3pc) for 20.5 or 600 tires	WL21004	4,771.00
Engine D6J (Tier 4F) US	WL32017	0.00
Fuel fill strainer	WL30007	0.00
Delayed Engine Shutdown	WL30024	216.00
Reversible cooling fan	WL37001	1,437.00
Rimpull	WL39501	0.00
Volvo Airsusp, Heated, 2pt, 3" belt	WL41010	2,372.00
Air conditioning with ACC (automatic climate control)	WL42001	7,624.00
Radio BlueTooth/USB/AUX no CD (must select WL44001 or WL44002)	WL43004	1,154.00
LH Radio mounting kit including 20 amp converter, speakers & 12v outlet	WL44002	1,214.00
Steering knob	WL45001	0.00
Sliding window in door	WL45003	0.00
ACC Fahrenheit decal only	WL45004	0.00
Universal key	WL45005	0.00
Secondary steering, electric	WL45019	0.00
Lunch box holder	WL45023	0.00
Anchorage manual	WL45027	0.00
Co-pilot incl Camera	WL45057	0.00
Operator Coaching Start	WL88201	0.00
LOTO, Lock out tag out	WL53009	0.00
Back up alarm	WL54001	0.00
Max Boom Height	WL65013	0.00
Oil sampling ports	WL71002	350.00
Footsteps front frame	WL71005	341.00
Footstep, right side	WL71009	0.00
Boom Suspension System (" Ride Control" . Includes single acting lift system.)	WL80001	7,261.00
Decals, English/Spanish	WL83004	0.00
Cover plates, rear frame	WL86013	0.00
Frame, life time warranty	WL86041	0.00
CareTrack Connectivity 4 yr Subscription	WL88010	0.00
CareTrack, GSM/Satellite	WL88018	0.00
De-activate SAT	WL88020	0.00
Engine block heater, 120 V	WL33002	1,070.00
CoPilot with rear view camera + OBW Hardware (must select WL88205)	WL45052	6,413.00
Operator Coaching Advanced (requires WL45052 & WL88205 OBW hardware and software)	WL88202	275.00
OnBoard Weighing Software (must select WL45051 or WL45052 and WL88202)	WL88205	4,338.00
C3_Single lever ctrl, 4 funct EL (hydraulic and detent function included)	WL47014	12,142.00
Rearview mirrors,el.adj& heat.	WL45201	514.00
LED Economy Package	WL50022	3,428.00

Warning Beacon, LED	WL51003	987.00
Separate attachment locking, std. boom	WL64001	2,809.00
Attachment bracket (Must select Hook-on attachments)	WLA85346	8,123.00

Total List Price		\$347,932
Sourcewell % off List		43.6%
Sourcewell Machine Price		\$196,234

See Front Page of Quote for Total Purchase Price



Quote Valid for 90 days

Contract:
032119-
VCE

Date: 4/11/2023

Buying Agency:	City of Post Falls	Dealership:	PacWest Machinery LLC
Contact Person:	Ross Junkin	Prepared By:	Craig Patterson
Phone:	208-773-1722	Phone:	509-534-5933
Email:	rjunkin@postfalls.gov	Email:	cpatterson@pacwestmachinery.com

Sourcewell Product Code	D - Volvo Pricing Catalog: Wheel Loaders Large
--------------------------------	--

A. Catalog / Price Sheet Items being purchased

Quan	Description	Unit Pr	Total
1	Volvo L70H wheel loader	\$210,837	\$210,837
		Sourcewell Machine Price:	\$210,837
		Additional Discount:	-\$3,000
		Subtotal A:	\$207,837

B. Sourced and/or Non-Contracted Items

Quan	Description	Unit Pr	Total
1	Henke REL12 with High Gate----Henke plow 300 days till delivery	\$34,284	\$34,284
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
		Subtotal B:	\$34,284

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	\$500
PDI	\$1,000
Labor to install hydraulics for plow and high gate	\$600
Parts and hoses to install Henke	\$724
Volvo Extended warranty 5yr travel time and milage	\$11,007
Volvo maintenance agreement 5yr 5000 hour	\$8,932
Subtotal C: \$22,763	

Delivery Date: 11/1/2023	D. TOTAL PURCHASE PRICE (A+B+C): \$264,884
---------------------------------	---

Version 20

Description	Part #	List Price
Volvo L70H, Wheel Loader	L70H	258,236.00
20.5R25* L-2 Michelin Snoplus (4)	WL20019	22,857.00
4-Rims (3pc) for 20.5 or 600 tires	WL21004	4,771.00
Engine D6J (Tier 4F) US	WL32017	0.00
Fuel fill strainer	WL30007	0.00
Delayed Engine Shutdown	WL30024	216.00
Reversible cooling fan	WL37001	1,437.00
Rimpull	WL39501	0.00
Volvo Airsusp, Heated, 2pt, 3" belt	WL41010	2,372.00
Air conditioning with ACC (automatic climate control)	WL42001	7,624.00
Radio Bluetooth/USB/AUX no CD (must select WL44001 or WL44002)	WL43004	1,154.00
LH Radio mounting kit including 20 amp converter, speakers & 12v outlet	WL44002	1,214.00
Steering knob	WL45001	0.00
Sliding window in door	WL45003	0.00
ACC Fahrenheit decal only	WL45004	0.00
Universal key	WL45005	0.00
Secondary steering, electric	WL45019	0.00
Lunch box holder	WL45023	0.00
Anchorage manual	WL45027	0.00
Co-pilot incl Camera	WL45057	0.00
Operator Coaching Start	WL88201	0.00
LOTO, Lock out tag out	WL53009	0.00
Back up alarm	WL54001	0.00
Max Boom Height	WL65013	0.00
Oil sampling ports	WL71002	350.00
Footsteps front frame	WL71005	341.00
Footstep, right side	WL71009	0.00
Boom Suspension System (" Ride Control" . Includes single acting lift system.)	WL80001	7,261.00
Decals, English/Spanish	WL83004	0.00
Cover plates, rear frame	WL86013	0.00
Frame, life time warranty	WL86041	0.00
CareTrack Connectivity 4 yr Subscription	WL88010	0.00
CareTrack, GSM/Satellite	WL88018	0.00
De-activate SAT	WL88020	0.00
Engine block heater, 120 V	WL33002	1,070.00
CoPilot with rear view camera + OBW Hardware (must select WL88205)	WL45052	6,413.00
Operator Coaching Advanced (requires WL45052 & WL88205 OBW hardware and software)	WL88202	275.00
OnBoard Weighing Software (must select WL45051 or WL45052 and WL88202)	WL88205	4,338.00
C3_Single lever ctrl, 4 funct EL (hydraulic and detent function included)	WL47014	12,142.00
Rearview mirrors,el.adj& heat.	WL45201	514.00
LED Economy Package	WL50022	3,428.00

Warning Beacon, LED	WL51003	987.00
Separate attachment locking, std. boom	WL64001	2,809.00
Attachment bracket (Must select Hook-on attachments)	WLA85346	8,123.00
Multi Purpose hook on Bucket 101"	WLA85610	25,893.00

Total List Price		\$373,825
Sourcewell % off List		43.6%
Sourcewell Machine Price		\$210,837

See Front Page of Quote for Total Purchase Price



Quote Valid for 90 days

Contract:
032119-
VCE

Date: 4/11/2023

Buying Agency:	City of Post Falls	Dealership:	PacWest Machinery LLC
Contact Person:	Ross Junkin	Prepared By:	Craig Patterson
Phone:	208-773-1722	Phone:	509-534-5933
Email:	rjunkin@postfalls.gov	Email:	cpatterson@pacwestmachinery.com

Sourcewell Product Code	D - Volvo Pricing Catalog: Wheel Loaders Large
--------------------------------	--

A. Catalog / Price Sheet Items being purchased

Quan	Description	Unit Pr	Total
1	Volvo L70H wheel loader	\$196,234	\$196,234
		Sourcewell Machine Price:	\$196,234
		Additional Discount:	-\$3,000
		Subtotal A:	\$193,234

B. Sourced and/or Non-Contracted Items

Quan	Description	Unit Pr	Total
1	Non Contracted Item Henke REL plow with High Gate	\$34,284	\$34,284
1	Henke Swivel back plate to fit VOLVO L70H Henke S.N. 33540	\$7,435	\$7,435
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
		Subtotal B:	\$41,719

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	\$500	
PDI	\$1,000	
Labor to install hydraulics for plow and high gate	\$600	
Parts and hoses to install Henke	\$724	
Extended warranty 5yr 5000 hr. travel time and milage	\$11,007	
Volvo maintenance agreement	\$8,932	
Subtotal C:		\$22,763

Delivery Date:	11/1/2023	D. TOTAL PURCHASE PRICE (A+B+C):	\$257,716
-----------------------	------------------	---	------------------

Version 20

Description	Part #	List Price
Volvo L70H, Wheel Loader	L70H	258,236.00
20.5R25* L-2 Michelin Snoplus (4)	WL20019	22,857.00
4-Rims (3pc) for 20.5 or 600 tires	WL21004	4,771.00
Engine D6J (Tier 4F) US	WL32017	0.00
Fuel fill strainer	WL30007	0.00
Delayed Engine Shutdown	WL30024	216.00
Reversible cooling fan	WL37001	1,437.00
Rimpull	WL39501	0.00
Volvo Airsusp, Heated, 2pt, 3" belt	WL41010	2,372.00
Air conditioning with ACC (automatic climate control)	WL42001	7,624.00
Radio BlueTooth/USB/AUX no CD (must select WL44001 or WL44002)	WL43004	1,154.00
LH Radio mounting kit including 20 amp converter, speakers & 12v outlet	WL44002	1,214.00
Steering knob	WL45001	0.00
Sliding window in door	WL45003	0.00
ACC Fahrenheit decal only	WL45004	0.00
Universal key	WL45005	0.00
Secondary steering, electric	WL45019	0.00
Lunch box holder	WL45023	0.00
Anchorage manual	WL45027	0.00
Co-pilot incl Camera	WL45057	0.00
Operator Coaching Start	WL88201	0.00
LOTO, Lock out tag out	WL53009	0.00
Back up alarm	WL54001	0.00
Max Boom Height	WL65013	0.00
Oil sampling ports	WL71002	350.00
Footsteps front frame	WL71005	341.00
Footstep, right side	WL71009	0.00
Boom Suspension System (" Ride Control" . Includes single acting lift system.)	WL80001	7,261.00
Decals, English/Spanish	WL83004	0.00
Cover plates, rear frame	WL86013	0.00
Frame, life time warranty	WL86041	0.00
CareTrack Connectivity 4 yr Subscription	WL88010	0.00
CareTrack, GSM/Satellite	WL88018	0.00
De-activate SAT	WL88020	0.00
Engine block heater, 120 V	WL33002	1,070.00
CoPilot with rear view camera + OBW Hardware (must select WL88205)	WL45052	6,413.00
Operator Coaching Advanced (requires WL45052 & WL88205 OBW hardware and software)	WL88202	275.00
OnBoard Weighing Software (must select WL45051 or WL45052 and WL88202)	WL88205	4,338.00
C3_Single lever ctrl, 4 funct EL (hydraulic and detent function included)	WL47014	12,142.00
Rearview mirrors,el.adj& heat.	WL45201	514.00
LED Economy Package	WL50022	3,428.00

Warning Beacon, LED	WL51003	987.00
Separate attachment locking, std. boom	WL64001	2,809.00
Attachment bracket (Must select Hook-on attachments)	WLA85346	8,123.00

	Total List Price	\$347,932
	Sourcewell % off List	43.6%
	Sourcewell Machine Price	\$196,234

See Front Page of Quote for Total Purchase Price



Quote Valid for 90 days

Contract:
032119-
VCE

Date: 4/11/2023

Buying Agency:	City of Post Falls	Dealership:	PacWest Machinery LLC
Contact Person:	Ross Junkin	Prepared By:	Craig Patterson
Phone:	208-773-1722	Phone:	509-534-5933
Email:	rjunkin@postfalls.gov	Email:	cpatterson@pacwestmachinery.com

Sourcewell Product Code	D - Volvo Pricing Catalog: Wheel Loaders Large
--------------------------------	--

A. Catalog / Price Sheet Items being purchased

Quan	Description	Unit Pr	Total
1	Volvo L70H wheel loader	\$211,791	\$211,791
		Sourcewell Machine Price:	\$211,791
		Additional Discount:	-\$2,950
		Subtotal A:	\$208,841

B. Sourced and/or Non-Contracted Items

Quan	Description	Unit Pr	Total
1	Non contracted item: Henke REL12 with High Gate----Henke plow 300 days till delivery	\$34,284	\$34,284
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
		Subtotal B:	\$34,284

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	\$500
PDI	\$1,000
Labor to intsaall hydraulics for plow and High Gate	\$600
Parts and hoses to install HENKE REL 12	\$724
Extended warranty 5 yr. 5000 hour	\$11,007
VOLVO maintenance agreement 5yr 5000 hour	\$8,832
Subtotal C: \$22,663	

Delivery Date:	11/1/2023	D. TOTAL PURCHASE PRICE (A+B+C):	\$265,788
-----------------------	------------------	---	------------------

Version 20

Description	Part #	List Price
Volvo L70H, Wheel Loader	L70H	258,236.00
20.5R25* L-2 Michelin Snoplus (4)	WL20019	22,857.00
4-Rims (3pc) for 20.5 or 600 tires	WL21004	4,771.00
Engine D6J (Tier 4F) US	WL32017	0.00
Fuel fill strainer	WL30007	0.00
Delayed Engine Shutdown	WL30024	216.00
Reversible cooling fan	WL37001	1,437.00
Rimpull	WL39501	0.00
Volvo Airsusp, Heated, 2pt, 3" belt	WL41010	2,372.00
Air conditioning with ACC (automatic climate control)	WL42001	7,624.00
Radio BlueTooth/USB/AUX no CD (must select WL44001 or WL44002)	WL43004	1,154.00
LH Radio mounting kit including 20 amp converter, speakers & 12v outlet	WL44002	1,214.00
Steering knob	WL45001	0.00
Sliding window in door	WL45003	0.00
ACC Fahrenheit decal only	WL45004	0.00
Universal key	WL45005	0.00
Secondary steering, electric	WL45019	0.00
Lunch box holder	WL45023	0.00
Anchorage manual	WL45027	0.00
Co-pilot incl Camera	WL45057	0.00
Operator Coaching Start	WL88201	0.00
LOTO, Lock out tag out	WL53009	0.00
Back up alarm	WL54001	0.00
Max Boom Height	WL65013	0.00
Oil sampling ports	WL71002	350.00
Footsteps front frame	WL71005	341.00
Footstep, right side	WL71009	0.00
Boom Suspension System (" Ride Control" . Includes single acting lift system.)	WL80001	7,261.00
Decals, English/Spanish	WL83004	0.00
Cover plates, rear frame	WL86013	0.00
Frame, life time warranty	WL86041	0.00
CareTrack Connectivity 4 yr Subscription	WL88010	0.00
CareTrack, GSM/Satellite	WL88018	0.00
De-activate SAT	WL88020	0.00
Engine block heater, 120 V	WL33002	1,070.00
CoPilot with rear view camera + OBW Hardware (must select WL88205)	WL45052	6,413.00
Operator Coaching Advanced (requires WL45052 & WL88205 OBW hardware and software)	WL88202	275.00
OnBoard Weighing Software (must select WL45051 or WL45052 and WL88202)	WL88205	4,338.00
C3_Single lever ctrl, 4 funct EL (hydraulic and detent function included)	WL47014	12,142.00
Rearview mirrors,el.adj& heat.	WL45201	514.00
LED Economy Package	WL50022	3,428.00

Warning Beacon, LED	WL51003	987.00
Separate attachment locking, std. boom	WL64001	2,809.00
Attachment bracket (Must select Hook-on attachments)	WLA85346	8,123.00
104" 2.9 yd hook-on HD GP bucket	WLA86404	16,136.00
104" 3-piece bolt-on edge kit, straight-edge bucket (BOE adds 0.2 yd3)	WLA80670	1,836.00
59" Fork frame - standard	WLA83770	5,160.00
57" offset fork tine - right, 6" X 2.4"	WLA80106	2,226.00
57" offset fork tine - left, 6" X 2.4"	WLA80107	2,226.00

Total List Price		\$375,516
Sourcewell % off List		43.6%
Sourcewell Machine Price		\$211,791

See Front Page of Quote for Total Purchase Price

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 5/16/2023

DATE: 5/9/2023 10:06 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Preston Hill
SUBJECT: Federal Grant Funding Application for Forest Management in City Natural Areas

ITEM AND RECOMMENDED ACTION:

Post Falls Urban Forestry Division is seeking approval from City Council to submit an application for federal grant funding through the US Forest Service for forest management in City natural areas.

DISCUSSION:

Funding, if awarded would be used toward forest management goals for the City's three largest natural areas; the Post Falls Community Forest, Black Bay Park, and Kiwanis Park. These goals include, but are not limited to:

- Developing multi-year forest stewardship plans
- Completing forest thinning in high-priority areas
- Felling and/or removal of dead and dying trees in close proximity to high value targets
- Developing strategic fire-breaks (where possible) to reduce wildland fire risks to adjacent development
- Combating noxious weeds in those areas with dense weed populations
- Improving natural-surface trails and trail markings with particular emphasis on first responder access

The short grant application timeline means that specific application details are still being developed. The funding request is expected to be in the neighborhood of \$250,000. If funding is granted, matching funds from the City will not be required.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A



USDA Forest Service Urban & Community Forestry Inflation Reduction Act Notice of Funding Opportunity (NOFO)

SUMMARY INFORMATION

Federal Awarding Agency Name: U.S. Department of Agriculture – Forest Service (FS) Urban and Community Forestry Program.

Notice of Funding Opportunity Title: Inflation Reduction Act – Urban and Community Forestry

Notice of Funding Opportunity Number: USDA-FS-2023-UCF-IRA-01 Grants.gov
<https://www.grants.gov/web/grants/home.html>

Assistance Listing: This program is listed in the Assistance Listings on [Sam.gov](https://www.sam.gov) under [10.727 Inflation Reduction Act – Urban & Community Forestry](#)

SAM.gov Registration: All applicants must have an active registration at sam.gov and maintain active registration throughout the life of the award. This is the government-wide web-based system that supports all contracts, grants, and the electronic payment system. This requirement for registration may be found at 2 CFR 25.200.

Notice of Funding Opportunity Summary

Inflation Reduction Act of 2022, Public Law No: 117-169. Subtitle D, Sec. 23003 (a). State and Private Forestry Conservation Programs, (2) Urban and Community Forestry (2022-2031) to provide multiyear, programmatic, competitive grants for tree planting and related activities, with a priority for projects that benefit underserved populations and areas through the Urban and Community Forestry Assistance program established under section 9(c) of the Cooperative Forestry Assistance Act Of 1978 (16U.S.C.2105(c))

Key Dates

Applicant materials can be found by searching for this funding opportunity through Grants.gov. Search for grant Opportunity Number USDA-FS-2023-UCF-IRA 01. Applications will be submitted through the UCF Online Grant Portal. All application materials must be received by **11:59 pm Eastern Time on June 1, 2023**.

For inquiries specific to the content of the NOFO requirements, contact the following shared inbox: SM.FS.UCF_IRA@usda.gov). Please limit questions to those regarding specific information contained in

this NOFO (such as dates, page numbers, clarification of discrepancies, etc.). Questions related to eligibility, or the merits of a specific proposal will not be addressed.

Information on available pre-award webinars and other supporting information for this funding opportunity will be posted at: <https://www.fs.usda.gov/managing-land/urban-forests/ucf>

Contents

SUMMARY INFORMATION.....	1
PROGRAM DESCRIPTION.....	2
Legislative Authority and Funding Priorities.....	2
FEDERAL AWARD INFORMATION	3
Available Funding.....	3
Eligibility Information.....	3
Pass-Through Funding (Sub-Awards).....	7
APPLICATION, SUBMISSION, AND REPORTING REQUIREMENTS.....	8
Electronic Application Package	8
Content and Form of Application Submission	8
PROPOSAL EVALUATION	11
REPORTING REQUIREMENTS	12
APPLICATION SUBMITTAL.....	12
CONTACT FOR FURTHER INFORMATION	12

PROGRAM DESCRIPTION

Legislative Authority and Funding Priorities

Subtitle D, Sec. 23003 (a). State and Private Forestry Conservation Programs - Appropriations:

\$1,500,000,000 to provide multiyear, programmatic, competitive grants to a State agency, a local governmental entity, an agency or governmental entity of the District of Columbia, an agency or governmental entity of an insular area (as defined in section 1404 of the National Agricultural Research, Extension, and Teaching Policy Act of 1977 (7 U.S.C. 3103)), an Indian Tribe, or a nonprofit organization.

Urban and Community Forestry (UCF) is a covered program under the Agency's [Justice40 Initiative](#) established through Executive Order 13985. To advance the mission of Justice40, proposals that deliver 40% of the benefits of IRA investments through established partnerships with local organizations working to support disadvantaged communities experiencing low tree canopy and environmental justice will receive priority consideration.

USDA is a partner on the Interagency [Memorandum of Understanding \(MOU\) on Promoting Equitable Access to Nature in Nature-Deprived Communities](#), which seeks to reduce the number of people without access to parks and nature in their communities. The [America the Beautiful Initiative](#) supports the prioritization of locally led conservation and park projects in communities that disproportionately lack access to nature and its benefits.

FEDERAL AWARD INFORMATION

Available Funding

A. Estimated Funding

The USDA Forest Service may provide up to \$1 Billion for Urban and Community Forestry investments through this opportunity (based on availability of funding, the quality of applications received, agency priorities, and other applicable considerations).

B. Performance Period

All funding agreements will be for a period of 5 years. All activities and expenses must be completed within 5 years of award. Funding agreements will not be extended beyond 5 years.

Note: Recipients will be expected to implement and demonstrate measurable progress within 12 months of award.

C. Amount of Awards

The USDA Forest Service welcomes proposals spanning a broad range of costs from eligible entities working at a community, regional and national scale. The *minimum* Federal funding amount for projects is \$100,000. The *maximum* Federal funding limit is \$50,000,000.

D. Additional Funding

FS may at its discretion, increase the total level of funding available in this funding round or in any category in this funding round from any available source provided the awards meet the requirements of the statute which made the funding available to the agency.

Eligibility Information

Projects must conform to laws and authorities in the [Cooperative Forestry Assistance Act \(Section 9. \[16 U.S.C. 2105\] Urban and Community Forestry Assistance](#).

Costs must conform to [2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).

A. Who Can Apply

Entities eligible to apply for funding under this NOFO include:

- State government entity
- Local government entity
- Agency or governmental entity of the District of Columbia

- Agency or governmental entity of an insular area (as defined in section 1404 of the National Agricultural Research, Extension, and Teaching Policy Act of 1977 (7 U.S.C. 3103))
- Federally Recognized Tribes, Alaska Native Corporations/villages, and Tribal organizations as defined in 25 USC 5304 (I) and operating within the United States, or its territories
- Non-profit organizations
- Public and State-controlled institutions of higher education
- Community Based Organization

Applicants that include contributing partners must clearly describe the relationship between the applicant and the “partner(s).” Partner organizations from disadvantaged communities must be full partners in the project. A letter of commitment is required to be submitted by each contributing partner.

B. Eligible Lands

Eligible applicants may apply for funding for a project to be conducted on non-Federal lands such as:

- State and local government,
- Homeowner associations,
- Private lands, and
- Tribal/Alaska native corporation (includes Trust lands).

Lands owned or administered by the federal government are not eligible for this funding opportunity except for lands held in trust for Native American Tribes and individuals (hereinafter Trust lands).

C. Eligible Uses of Funding

1. Examples of eligible activities include projects that:
 - a. Foster individuals, groups, and organizations in the communities served to become engaged participants in urban forest planning, planting, and management, especially those in disadvantaged communities that do not have adequate resources to install or maintain green infrastructure or are underrepresented.
 - b. Protect, enhance, and expand equitable urban tree canopy cover to maximize community access to human health, social, ecological, and economic benefits particularly in disadvantaged and nature-deprived communities experiencing low tree canopy cover, extreme heat and frequent flooding. Improve and increase access to parks and nature in communities.
 - c. Encourage long-term urban forest planning, assessment, and management.
 - d. Encourage proactive and systematic maintenance and monitoring of urban trees and forested natural areas to improve forest health; assess risk to forests from pests, disease, and adverse climate impacts; and formulate adaptive management strategies to improve forest resilience.

- e. Advance the use of tree and forest inventories, monitoring, and assessment tools in priority areas, including monitoring and measurement of extreme heat.
 - f. Improve preparation for severe storms and the recovery of damaged or deteriorated landscapes to more healthy and resilient conditions.
 - g. Protect, enhance and increase access to watersheds in urban and developing areas with a focus on conserving and managing forest patches, and green stormwater infrastructure.
 - h. Provide paid training experiences for urban forestry crews to establish and maintain urban forests into the future. Support youth employment opportunities, including workforce development and training for the creation and maintenance of green jobs and economic opportunities for planning, planting, and sustainably maintaining trees and forests, including training and retaining urban arborists, and producing and using urban forest products.
 - i. Develop paid on-the-job training opportunities, including pre-apprenticeships and apprenticeships, to expand workforce development pathways for green careers in urban and community forestry.
 - j. Address exotic invasive pest species that adversely impact urban forests.
 - k. Work across jurisdictional boundaries, leveraging ideas and resources to increase capacity to provide equitable access to benefits across the larger landscape and at a greater geographic scale.
 - l. Aid in planning, goal setting, and skill sharing with other professions such as urban planners, engineers, educators, recreational and public health officials.
2. Examples of project activities that are NOT eligible for funding under Urban and Community Forestry Authorities include:
- a. Research: Basic research as defined in 2CFR 422.1, “Systematic study directed toward fuller knowledge or understanding of the fundamental aspects of phenomena and of observable facts without specific applications towards processes or products in mind.” Note: Technical transfer, education, and outreach activities associated with applying research can be included in the application.).
 - b. Construction and capital improvements. Examples of construction include facilities, infrastructure, roads, new buildings, culverts, and boardwalks.
 - c. Land acquisition (conservation easement and fee simple) projects.
 - d. Cost-share, reimbursement, and other types of payment provided directly to private landowners. However, Urban and Community Forestry funding (and match) may be used to perform work on private lands; for example, an eligible entity could pay for trees to be planted on private lands with permission of the landowner.

- e. Small business start-up funding.
- f. Equipment purchases are rarely approved and will be reviewed prior to grant award. Equipment rental should be considered as an alternative. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

3. Match Waiver

Any Non-Federal cost-share requirement otherwise applicable to projects carried out under this section may be waived at the discretion of the Secretary. **Match may be waived for proposals that deliver 100 percent of the funding/program benefits to disadvantaged communities.**

Applications seeking match waiver must clearly describe the scope of work to be performed in applicable disadvantaged communities, and identify online vulnerability and environmental justice equity data tools referenced to support a disadvantaged community designation, (e.g., White House Climate and Economic Justice Screening Tool ([CEJST](#)), EPA Environmental Justice and Screening Mapping Tool ([EJScreen](#)), EPA [EnviroAtlas Interactive Map](#), [Opportunity Zones](#)), or other government sponsored vulnerability tools which inform metrics applicable to the scope of work. Multiple tools may be used. **All work must be tracked at the level that designates disadvantaged communities.** Applicants receiving match waiver approval that pass-through funding (sub-award) for work in disadvantaged communities must pass the match waiver to sub-awardees performing the work.

While the pace of federal expenditures and cost sharing/matching may vary throughout the award period, the agency will actively monitor expenditure rates and cost sharing/matching levels as it receives payment requests to ensure the total cost sharing/matching requirement is met by the award period of performance end date. Additional details about cost sharing or matching funds/contributions are located at [2 CFR 200.306](#).

Cost Sharing or Matching Requirements

All federal grant funds are to be matched at least equally (**dollar for dollar**) with non-federal match which may include allowable and allocable in-kind contributions (i.e., personnel salary, fringe, and indirect costs; services, materials, supplies, equipment donations; and volunteer assistance), and private and public (non- federal) monetary contributions.

Cash match is from the applicant's budget, such as personnel salary, fringe benefits, travel, equipment, and supplies, or cash provided by another party. The source of the cash match cannot be derived from another Federal award or grant.

In-kind match is a non-cash contribution of value. A non-Federal entity's in-kind match must meet the following criteria:

- Verifiable from the non-Federal entity's records
- Not included as contributions for any other Federal award.
- Necessary and reasonable for accomplishment of project or program objectives.
- Allowable under subpart E of 2 CFR 200.

- Not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs.
- Provided for in the approved budget when required by the Federal awarding agency; and
- Conform to other provisions of 2 CFR 200, as applicable.

Matching funds must be derived entirely from non-Federal sources (unless expressly authorized in law by the other federal program).

Pass-Through Funding (Sub-Awards)

In response to stakeholder feedback and to alleviate the administrative burden on small, capacity-strained applicants, to expedite funding to communities in greatest need, and to increase opportunities to award high volumes of grants in condensed timeframes, applications from eligible entities with demonstrated ability to competitively pass-through (subaward) funding to community-based organizations and other partners serving disadvantaged communities are encouraged. **A minimum of 80% of all funding to a pass-through entity must be competitively sub-awarded to community-based organizations, or other partners serving disadvantaged communities.** Funding to Pass-Through Entities will be executed through a grant or cooperative agreement with substantial Forest Service involvement, at the discretion of the Forest Service.

For this funding opportunity, a “**Community Based Organization**” is defined as a public or nonprofit organization that supports and/or represents a community and/or certain populations within a community through engagement, education, and other related services provided to individual community residents and community stakeholders. A “community” can be characterized by a particular geographic area and/or by the relationships among members with similar interests and can be characterized as part of a broader national or regional community where organizations can be focused on the needs of urban, rural and/or tribal areas, and other similar groups.

Responsibilities of each pass-through entity include the following:

1. Design an equal opportunity competitive project application submission and evaluation process that alleviates burden, including but not limited to technical and administrative burden, on small, capacity-constrained applicants.
2. Develop outreach efforts and plans to reach all underserved or disadvantaged communities, especially urban communities, tribal governments and indigenous communities, youth, and public minority land grant institutions, for awareness of the availability of sub-award funding.
3. Develop a sub-award process that ensures efficient and effective fund dispersal and completion of sub-awardee projects within a 1year period. All sub-awardee projects must be completed within the five-year, Pass-Through Entity grant performance period.
4. Create an efficient progress and financial tracking and accomplishment reporting system for Urban and Community Forestry IRA sub-award projects.

5. Manage the application in-take processes, evaluations, subawards process, project risk through ongoing monitoring, and project tracking and reporting for communities. Subawards to communities will not be individually approved by the Forest Service. Submit timely financial and progress reports and success stories (brief project description and outcomes, with project photographs and recipient testimonials where feasible) with the USDA Forest Service.
6. Assist sub-awardee with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.

APPLICATION, SUBMISSION, AND REPORTING REQUIREMENTS

Electronic Application Package

Applicant materials can be found on the [Urban and Community Forestry UCF Grant Portal](#) or by searching for this funding opportunity through Grants.gov. In grants.gov, search for grant Opportunity Number USDA-FS-2023-UCF-IRA-01. Applications are to be submitted through the UCF Online Grant Portal. All application materials must be received by **11:59 pm Eastern Time on June 1, 2023**.

For technical issues while viewing Grants.gov, contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov. Forest Service staff cannot support applicants regarding Grants.gov accounts.

USDA Forest Service will provide two (2) Application Assistance Webinars in late April to assist with specific questions and inquiries. If you would like to receive a direct invitation for these sessions, please send an email to the Urban & Community Forestry Program Inbox: SM.FS.UCF_IRA@USDA.GOV

Content and Form of Application Submission

The Forest Service may choose not to consider applications that fail to comply with the required content, format, and page limits, or those that are incomplete.

To be considered for funding under this opportunity, an application must contain the following documents:

A. Project Narrative

Each page must be numbered and have one-inch margins. The text of the project narrative must be single spaced and typed in a standard typeface (e.g., Times New Roman, Arial, Calibri) with no smaller than 12-point font. The project narrative must not exceed 7 pages. This page limit applies to the project narrative only. Other application materials, such as budget details/narratives, maps, and letters of commitment from contributing partners are not counted in this 7-page limit.

Project Narratives must include all the following information:

1. **Project Title:** Provide a uniquely descriptive title for this project. Use this full title consistently on all submission communications and supplemental documents, including letters of support, until an official application number is assigned by the Forest Service.

2. **Project Applicant:** Provide the name of the organization applying for Federal funding.
3. **Contact Information:** Provide the name, title, address, phone number, and email address for the person leading the project or program.
4. **Project Summary:** In less than 100 words, provide a summary of the project that includes the scope, location, key partners, and expected accomplishments.
5. **Project Scope Alignment:** Describe the issues this project is seeking to address and how the project will contribute to the goals in this funding opportunity, including congressional, Justice40, [State Forest Action Plans](#), and [Ten-Year Urban and Community Forestry Action Plan \(2016-2026\)](#) priorities.
6. **Implementation Strategy/Methodology/Timeline:** Provide a detailed explanation of the proposed approach, methodology, operations strategies, project schedule/timeline with goals/milestones, expected accomplishments or measurable outcomes, and project assessment/evaluation methods.
7. **Capability and Capacity:** Describe how each contributing organization is suited for (mission) and qualified to deliver the project. Provide the names, titles, and organization affiliation and specific roles of key personnel for the project. Include qualifications and experience of key personnel to implement, monitor, and assess/report project outcome.
8. **Project Partners:** Provide the names of partner organizations, describe their involvement and contributions to the project, and qualifications of the organization and personnel as they relate to their roles in project implementation.
9. **Communications Plan:** Share your plans for communication on the project, including plans for 1) signage acknowledging the source of funding at project locations 2) inclusion of funding information in press and promotional materials.
10. **Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):** Clearly describe the scope of work to be performed in disadvantaged communities, and identify online vulnerability and environmental justice equity data and/or tools referenced to support a disadvantaged community designation, (e.g., White House Council on Environmental Quality [Climate and Economic Justice Screening Tool \(CEJST\)](#), EPA Environmental Justice and Screening Mapping Tool (EJScreen), EPA [EnviroAtlas Interactive Map](#), Opportunity Zones, or other vulnerability data/tools applicable to the scope of work). Multiple tools may be used. **All work must be tracked at the level that designates disadvantaged communities.**

Primary applicants receiving cost-match waiver approval that pass-through funding (sub-award) for work in disadvantaged communities must pass through the cost match waiver to sub-awardees performing the work.

D. Budget Narrative

In a separate document titled “Budget Narrative,” explain and justify all requested budget items/costs. List in detail how the totals on the budget were determined and demonstrate a clear connection between costs and the proposed project activities.

For personnel salary costs, include the base-line salary figures and the estimates of time to be directly charged to the project. Describe any item that under the applicable Federal cost principles requires the agency’s approval and estimate its cost.

The pages included as the budget narrative do not count toward the page limit. Cost sharing/matching must be committed at the time of application submission. The budget narrative must show the amounts and sources of match or cost share (including both cash and in-kind contributions).

E. Budget

A budget should be submitted as an attachment and does not count toward the 7-page narrative limit (see sample budget template and instructions). Categories include the following:

- Personnel (salary costs)
- Fringe benefits
- Travel
- Equipment (cost of purchase, not rental. NOTE: The definition of equipment is tangible personal property having a useful life of more than one year and a per-unit acquisition cost of at least \$5000. Equipment purchase is heavily discouraged. Consider equipment rental instead.)
- Supplies (tangible personal property other than equipment--includes tree purchase not completed under a contract for service)
- Contractual (e.g., contract for service, equipment rental)
- Other (sub-grants only)
- Indirect costs (NICRA, de minimis, or none—see below)

De minimis rate: Any Non-Federal entity (except State and local governments that receive more than \$35 million per year in Federal funding) that does not have a current negotiated (including provisional) indirect rate (NICRA) may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10 percent de minimis indirect cost rate. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs,

tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Negotiated Indirect Cost Rate Agreement (NICRA) may be used, if established.

PROPOSAL EVALUATION

Proposals will be evaluated based on the following Evaluation Criteria (100 points):

1. Alignment with Priorities (0-30 points)

Scope of work addresses Justice40, Congressional, [State Forest Action Plan](#) and [Ten-Year National Urban and Community Forestry Plan](#) priorities.

- Increase equitable access to urban tree canopy and associated human health, environmental and economic (workforce) benefits in disadvantaged communities.
- Broaden community engagement in local urban forest planning.
- Improve resilience to climate change, pests, storm/extreme heat events through best management and maintenance practices.

2. Technical Merit (0-20 points)

- Strategy and methodology are logical and appropriate to attain stated results.
- Methodology demonstrates high likelihood of success and long-term outcomes.
- If applicable, methodology for identifying disadvantaged communities is appropriate to meet priorities.

3. Capability and Capacity (0-20 points)

- Organization(s) (including partners) have ability to carry out the proposed work within the grant period and meet federal grant requirements.
- Key personnel (including partners/contractors) have the training opportunities, skills, expertise, and relationships required to complete the work and achieve stated results; hired personnel include union labor, living wage paying jobs.

4. Measurable Results/Outcomes (0-20 points)

- Conditions are significantly improved for communities (people or places) as prioritized in Justice40, Congressional, State Forest Action Plan and Ten-Year National Urban and Community Forestry Plan.
 - Increased equitable access to urban tree canopy and associated human health, environmental and economic (workforce) benefits in disadvantaged communities.
 - Broadened community engagement in local urban forest planning.

- Improved resilience to climate change, pests, storm/extreme heat events through best management and maintenance practices.
- Recipients will be expected to implement and demonstrate measurable progress within 12 months of award.

5. Budget and Cost-Effectiveness (0-10 points)

- Budget and budget narrative adequately describes proposed costs.
- Administrative costs are reasonable compared to other expenditures.
- Costs are in proportion to project input needs and results/outcomes.

REPORTING REQUIREMENTS

Semi-annual financial and progress reports are required for IRA grants: Financial and Progress reports will be submitted for the periods ending June 30 and December 31. Reports are due 30 days from the period end. Timely submittal of financial and progress reports for each grant as indicated in your award agreement will be required. Payments will be withheld until missing reports are received and approved.

Progress reports should highlight direct quantitative and qualitative investment activities and outcomes and include stories and photographs that illustrate these.

APPLICATION SUBMITTAL

[Applications are to be submitted through the UCF Online Grant Portal.](#) The on-line application workflow process is self-explanatory with help links to guide you through the application process. Applicant materials can be found on the grant application portal under the [forms template and resources section](#), or by searching grant opportunity number USDA-FS-2023-UCF-IRA-01 in Grants.gov.

All applications must be completed and submitted by **June 1, 2023, 11:59 PM Eastern**. Once submitted, the applicant will receive an email notice confirming their application was successfully submitted.

CONTACT FOR FURTHER INFORMATION

For inquiries specific to the content of the NOFO requirements, contact the following shared inbox: SM.FS.UCF_IRA@usda.gov. Please limit questions to those regarding specific information contained in this NOFO (such as dates, page numbers, clarification of discrepancies, etc.). Questions related to eligibility, or the merits of a specific proposal will not be addressed.

USDA Forest Service will provide two (2) Application Assistance Webinars in late April to assist with specific questions and inquiries. If you would like to receive a direct invitation for these sessions, please send an email to the Urban & Community Forestry Program Inbox:

SM.FS.UCF_IRA@USDA.GOV