



**CITY COUNCIL
MEETING AGENDA**

**August 1, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. FY2024 Budget

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

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 – July 18th, 2023, City Council Meeting
- b. Payables - July 11, 2023 - July 24, 2023

- c. Consent to Annexation Agreement - Hughes Trust
- d. Elevate North School Resource Officer 3 year agreement
- e. Amendment to Agreement with Bernardo Wills for City Hall Architectural Services
- f. Montrose 16th Addition Plat

2. PUBLIC HEARINGS

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

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

4. NEW BUSINESS

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

ACTION ITEMS:

5. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have 5 minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

6. ADMINISTRATIVE / STAFF REPORTS

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

- a. Post Falls Festival Review

7. MAYOR AND COUNCIL COMMENTS

This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

8. EXECUTIVE SESSION

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

ACTION ITEMS:

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

RETURN TO REGULAR SESSION

ADJOURNMENT

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Mayor Ronald G. Jacobson

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

Mission

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

Vision

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

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



**CITY COUNCIL
MEETING MINUTES**

**July 18, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS

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

Water Reclamation Facility Plan Update – Utility Manager Craig Borrenpohl presented updates on the facility, and future plans and options for the Water Reclamation Division.

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

ACTION ITEM

- a. I90/SH41 Interchange – Idaho Transportation Department Presentation on Current Project Status and Upcoming Traffic Revisions: Shannon Stein, Project Manager with ITD presented an overview and status on the Interchange Project.

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

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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 – July 5, 2023, City Council Meeting
- b. Payables – June 27, 2023 – July 10, 2023
- c. Kindred and Co. License to Use Real Property
- d. North Standpipe Cell Tower Lease
- e. Parks Department Request for Disposal of 2013 Kubota UTV
- f. Parks Department Request for Disposal of 2017 Bobcat
- g. Parks Department Request for Disposal of 2017 Kubota UTV
- h. Street Maintenance Division Request for Disposal of 2012 Paver
- i. Water Division Request for Disposal of 1994 Crane Truck
- j. Water Reclamation Division Request for Disposal of Kubota UTV
- k. Parks Department Contract with Brightly Software

Motion by Malloy to accept the Consent Calendar as presented

Second by Walker

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

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

None

4. NEW BUSINESS

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

ACTION ITEMS:

a. Implementation of Facilities Needs Assessment (Master Plan)

John Beacham, Public Works Director: This is more of a discussion than an action item. We are looking for guidance as to what funding pathways Council is comfortable going down to fund the projects in the Facilities Plan. The Facilities Needs Assessment was finalized in 2021. This included all the support facilities and office space for the City. From the needs assessment, a five year “to do list” was created and many of the items have been completed or started. Those that are in progress or completed are land purchases, City Hall office space remodel, Parks improvements to operations yard, Water/Wastewater admin interim improvement, and the Streets/Fleet admin interim improvement. The long-term Facilities Plan is a twenty year plan and with the original financial plan tied to this, we would run out of money for it in about 15 years. In the existing plan, there was assumed bond financing for \$41 million (in 2021 dollars) in additional funds in 2040. The baseline financial model was to put aside one time capital dollars of \$500,000 in FY23, then adding \$120,000 more to that per year. Today we have approximately \$8 million in the fund, with about \$500,000 more being put in it at the end of this fiscal year. Unfortunately, since FY 21 project costs have increased with inflation, revenues have not gone up, project needs remain, but there are some new opportunities that may exist. If we have the cash today, completing projects ahead of plan saves on escalation costs. The near term challenge is to expand the Police Department. By 2029, with the expansion of the Police Department, we would have spent the vast majority of the fund.

Thoreson: You said that starting in 2030 we can't collect impact fees for the Police Department.

Beacham: For these specific projects. We are collecting impact fees for the Police Department to expand the Police Department. So, once we've done that, we can't collect that impact fee.

Shelly Enderud, City Administrator: It's broken into separate categories, so once the expansion is complete, you would no longer have that to charge for that particular expansion.

Thoreson: Would a developer be paying less in impact fees?

Enderud: Once that expansion is complete, yes. Unless we have a secondary expansion that's added to a new study.

Warren Wilson, City Attorney: That's why we update our Capital Improvement Plan for impact fees every few years, because it's always a moving number. As we get to those horizons, we look at what are our needs today and what are our needs over the planning horizon. That's what the impact fees are based on.

Beacham: We don't have the luxury of following that plan, the changes unbalance the plan and either require canceling projects or finding new funding. Financial change options are to increase the annual contribution to the facilities fund (options which could include tax increases and taking away funding from other general fund projects), eliminate projects, or postpone projects. Other possible options are to dedicate unspent general fund dollars to the fund, and finance projects with either bonds or certificates of participation. To bring that generically from what could we do to a specific example, one of the first projects for Public Works was to remodel the existing Streets Crew Facility. This is the old Post Falls Mazda dealership that hasn't seen a lot of improvements since it was the dealership in the 90's. The major improvements needed are to move bathroom access indoors, increase capacity, build a functional locker room, increase breakroom space, and create functional office spaces. There is 10-15 years remaining on the existing lease of this building with the Wastewater Facility. The approximate budget of the remodel is about \$1.1 million. A year ago, we purchased property out on Hargrave to build a future Public Works Operation Center. Instead of spending \$1 million on a facility we don't get to keep, should we move the Streets to Hargrave ahead of schedule? Relocating early costs would be roughly \$5 million, which would require new funding. One thing about seeking bond financing down the road is that the Idaho Legislature does not love bond financing and its possible they could change any of the rules between now and a

future project. In terms of recommendations, we definitely recommend the idea of annually allocating a portion of unspent funds to fund future projects. We also recommend considering the idea of financing.

Jacobson: I hate the thought of spending \$1.1 million on a temporary improvement. If you look at another \$3.9 million on something that you will keep in perpetuity and expand on in the future, investing \$1.1 million temporarily doesn't make sense. As far as using cash now, I like the idea of not paying any interest, it would save us some money now. However, the concern would be if something changes at the legislative level. I'm not a proponent of borrowing, but I think there's some merit to using cash on hand. We all agreed we needed a Facilities Study, and we all pretty much accepted it and the projects that needed to be done.

Thoreson: So, if you put \$1.1 million into the current Streets facility, 5 years from now, when Water Reclamation takes that over, are they going to demo it?

Beacham: Very likely. There's a pretty nice admin facility in the southwest corner of the Water Reclamation Facility already and that's where you want to have your shop space and office space for 20, 30, 50 years. We've made an investment there.

Borders: I have to agree with what the Mayor said. I can't see throwing \$1.1 million dollars away. It makes more sense to me to move out to the Hargrave property. My thought is to move some of that General Fund dollars over to facilities. I think we really need to take a serious look at maybe a 1% tax increase that goes towards facilities. I don't see us making ends meet and I hate to see the debt. It's something to take a look at.

Malloy: A bond goes out for a referendum vote, that's right?

Beacham: That's my understanding.

Malloy: It would make sense that we float a bond for a new Streets Facility and have the public decide if that's a wise use of money. If that fails, then we still have cash to fall back on if its that high of a priority. Then we still have a second opportunity in 5 years to float a bond for the Police Department Facility.

Ziegler: I had a similar thought process as Joe. If we float a bond now, we certainly aren't going to pay \$1.1 million in interest by the time it is done. Its really difficult to make decisions speculating on what the legislature is going to do in the future. We base our decisions on the information we have today.

Walker: I agree with Joe and Nathan as well. Spending money on a temporary fix is not worth it.

Shove: I'd say the same, a temporary fix is not the best way to go at this point. I like Joe's idea to put it to the people as well.

Jacobson: In a bond you typically get lower interest rates. I'm not opposed to that at all. My only concern is paying interest now when we may not need to.

Malloy: We can always pay a bond early if we have the cash right?

Enderud: Yes.

Jacobson: Do we have any other debt outstanding other than Wastewater?

Enderud: No.

Beacham: That's very helpful conversation so I appreciate your time.

5. CITIZEN ISSUES

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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.

Barry Reuben, citizen: I would like to address illegal fireworks. They started at about 6:30pm and went into about 1:30am. Then a little after 3am they set off more. My neighbor's husband was trying to sleep because July 5th was a workday, she asked me what she could do, and I told her I didn't know. My cat disappeared in the closet for six hours. The veterans in the area who are listening to loud noises that may remind them of artillery for hours on end may end up with a flashback and that might lead to something very bad. Something needs to be done about this. It seems to me that a reasonable amount should be allowed. I would propose a grace period where they can set off fireworks for a couple of hours. At the end of that grace period, the Police will strictly enforce the illegal fireworks ordinance and you will be cited, and your illegal fireworks will be confiscated.

Jacobson: I know this is something that is discussed every year. Several years ago, at the Association of Idaho Cities, the topic came up and it was how it pertained to state law. I found it interesting, but one of the Mayors from a small town in southeast Idaho said, "Yeah I know it is illegal but I'm one of the ones that supplies them." It's a common problem throughout the state.

6. ADMINISTRATIVE / STAFF REPORTS

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a. Fleet Shop Floor Replacement Project Update – Ross Junkin

Ross Junkin, Public Works Maintenance Manager: A couple of years ago I was in front of you talking about this as we had problems with Fleet Lift Systems, and we replaced those. However, the existing Fleet Shop floor in the main high bay shop was inadequate to support the new lifts and heavy loads. So, we were able to install reinforced concrete floors. We are very happy with the product we have. We have the new column lifts, and they are interconnected with wi-fi. These are much more efficient than they were before. Actual costs came in below what was budgeted, with \$79,310 for the floor replacement and \$173,198 for the four replacement lifts. Thank you.

Malloy: Those lifts can be used at a new facility if we move?

Junkin: Yes.

b. Spokane Street Rehabilitation Project Update – Andrew Arbini

Andrew Arbini, Public Works Project Division Manager: This is an update on the Spokane Street Rehabilitation Project. We were in front of Council in March and presented an engineering contract for construction-based services. We intended construction to begin sometime this summer. In that process, we discovered another funding source in the ITD Strategic Initiatives Program. The limits of the project are essentially south of I-90 to the Spokane River Bridge. The ITD program has \$100 million of funding available statewide. In discussions we unanimously decided to pursue this grant funding. We see this project being a great fit as an applicant for this project and funding either the whole thing or a portion of this project. In pursuing this funding, it will push the project out to 2024 for construction. The grant award notification is in October. We do currently have the funding in the FY 23 budget, so if we were not awarded the grant, we will be able to roll that funding into the FY 24 budget. We will coordinate with BNSF for their rail crossing improvements, the Post Falls Highway District for the Spokane River Bridge Project, and Idaho Transportation Department for their project work on I-90.

Jacobson: What's the total cost of the improvements?

Arbini: Total project costs are less than \$2 million.

Borders: What's the status of the parking lot at the Water Tower?

Arbini: That's a project led by Engineering if Bob or Bill could answer questions?

Bill Melvin, City Engineer: The Water Tower Parking Lot project has been bid, they've started construction and we're working through some light and stormwater issues right now. We are going to complete that this year.

7. MAYOR AND COUNCIL COMMENTS

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Jacobson: Thanks Dave for the Post Falls Festival Days. It went well, the parade was great. The concerts in the park have started, another one tomorrow night. Thanks for all your efforts and what your staff does.

8. EXECUTIVE SESSION

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ACTION ITEM (To enter into executive session only):

RETURN TO REGULAR SESSION

ADJOURNMENT 7:03PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson

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

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/1/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Payables - July 11, 2023 - July 24, 2023

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ATTACHMENTS:

1. Post Falls Check Approval
2. Hand Checks

Post Falls Check Approval



City of Post Falls

Packet: APPKT11095 - Check Run 7.25.23 8.2.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 7/25/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN07931	HAYDEN HOMES				
APMWB	Check	BOND RELEASE - 3945 N JUNE BUG	BOND RELEASE - 3945 N JUNE BUG	001-22115	2,000.00
		BOND RELEASE - 3903 N JUNE BUG	BOND RELEASE - 3903 N JUNE BUG	001-22115	2,000.00
VEN14832	J L Management Services Inc				
APMWB	Check	BOND RELEASE - 810 N COLES LOOP	BOND RELEASE - 810 N COLES LOOP	001-22115	20,260.50
VEN10000	MORT CONSTRUCTION				
APMWB	Check	BOND RELEASE - 940 W WAYWARD	BOND RELEASE - 940 W WAYWARD	001-22115	2,000.00
Balance Sheet Accounts Total:					26,260.50
Dept: 411 Mayor & Council					
C191	City of Coeur d'Alene				
APMWB	Check	NA	2023 North Idaho Mayor's Meeting Food	001-411.0000.64010	184.75
T146	Level 3 Communications				
APMWB	Electronic Funds Transfr	645066449	Phone	001-411.0000.65030	27.82
Dept 411 Total:					212.57
Dept: 412 Information Systems					
T146	Level 3 Communications				
APMWB	Electronic Funds Transfr	645066449	Phone	001-412.0000.65030	55.65
				001-412.0000.65040	511.00
Dept 412 Total:					566.65
Dept: 413 General Services					
T146	Level 3 Communications				
APMWB	Electronic Funds Transfr	645066449	Phone	001-413.0000.65030	83.47
Dept 413 Total:					83.47
Dept: 414 Finance					
B091	BDS				
APMWB	Check	89149	Utility Billing	001-414.1445.62170	5,483.42
		88672		001-414.1445.62170	5,469.66
		89459	Delinquency Notices	001-414.1445.62170	303.86
		88941		001-414.1445.62170	292.02
		89149	Utility Billing	001-414.1445.62190	3,829.88
		89459	Delinquency Notices	001-414.1445.62190	175.06
		88672	Utility Billing	001-414.1445.62190	3,151.52
		88941	Delinquency Notices	001-414.1445.62190	140.70
T146	Level 3 Communications				
APMWB	Electronic Funds Transfr	645066449	Phone	001-414.0000.65030	305.67
V040	ODP Business Solutions				
APMWB	Check	320516348001	Office Supplies-Finance	001-414.0000.63060	258.01
Dept 414 Total:					19,409.80
Dept: 415 City Clerk					
A4761	APS Inc				
APMWB	Check	88389	Postage Machine	001-415.0000.66080	395.00
C291	Coeur d' Alene Press				
APMWB	Check	0000011304	Printing of Ordinance 1489	001-415.0000.62000	27.25
VEN03335	FrancoTyp-Postalia Inc				
APMWB	Check	RI105830352	Postage Machine rent	001-415.0000.66080	135.00
T146	Level 3 Communications				
APMWB	Electronic Funds Transfr	645066449	Phone	001-415.0000.65030	55.65

Packet: APPKT11095 - Check Run 7.25.23 8.2.23

Check Date: 7/25/2023

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 417 Media/Cable Franchise							
T146	Level 3 Communications						
APMWB	Electronic Funds Transfr			645066449	Phone	001-417.0000.65030	55.67
Dept 417 Total:							55.67
Dept: 418 Human Resources							
A1190	A Drug Free Alliance						
APMWB	Check			73903A	January 2023 Drug Testing	001-418.4000.72070	355.00
				80340	Drug Testing April 2023	001-418.4000.72070	950.00
T146	Level 3 Communications						
APMWB	Electronic Funds Transfr			645066449	Phone	001-418.0000.65030	55.65
Dept 418 Total:							1,360.65
Dept: 421 Police							
N276	Access Information Protected						
APMWB	Check			10343888	Shredding services	001-421.0000.68010	58.00
A017	A-Tec, Inc.						
APMWB	Check			6025	Police Substation Cameras	001-421.0000.67020	4,011.59
C05100	Car Wash Plazas, Inc						
APMWB	Check			5043	PD Car washes	001-421.0000.67170	100.00
VEN14145	Charter Communications						
APMWB	Check			0337140062023	PD Internet	001-421.0000.65030	159.98
C291	Coeur d' Alene Press						
APMWB	Check			0000011006-07012	PD auction notice	001-421.0000.62000	34.18
C220	Coleman Oil Co						
APMWB	Check			INV-117046	PD Generator fuel	001-421.0000.64030	286.42
				CP-0005285	PD fuel	001-421.0000.64030	6,531.84
D070	Dell Marketing LP						
APMWB	Check			10676872622	Dell Monitor computer and screenbeam Sub:	001-421.0000.80010	5,303.89
G020	Galls, LLC						
APMWB	Check			024642414	Uniform belt - Bowne	001-421.4000.72000	64.46
				024933630	Uniform pants - Close	001-421.4000.72000	94.82
				024609194	Uniform gear - Close	001-421.4000.72000	235.75
				024609195		001-421.4000.72000	387.38
				024652720	Uniform jumpsuit - Close	001-421.4000.72000	577.69
				024620231	Credit for uniform gear - Close	001-421.4000.72000	-434.62
				024652757	Uniform pants	001-421.4000.72000	79.20
VEN01683	Goodyear Tire & Rubber Company						
APMWB	Check			197-1149206	Tires - PFPD123	001-421.0000.67190	500.00
G116	Graybar Elecric Company, Inc.						
APMWB	Check			9332741523	Wiring supplies for IT	001-421.0000.66041	230.31
				9332741524	Clamps for IT	001-421.0000.66041	190.46
VEN13191	Intermax Networks						
APMWB	Check			272559	Fiber connection to City Hall	001-421.0000.62040	475.00
I339	Interstate Business Center						
APMWB	Check			1717 062223	PD Property association dues	001-421.0000.62310	110.45
				1717B 062223		001-421.0000.62310	168.67
				1717A 062223	PD Property Association dues	001-421.0000.62310	609.84
VEN01329	iWorQ Systems						
APMWB	Check			200796	Fleet management software	001-421.0000.67100	500.00
K080	Knudtsen Chevrolet and GMAC						
APMWB	Check			5515159	Cables - PFPD93	001-421.0000.67100	106.33
				6250729	Engine light troubleshooting - PFPD Impala	001-421.0000.67170	513.60
L0195	Language Line Services						
APMWB	Electronic Funds Transfr			11040537	Intepreter services	001-421.0000.65030	96.00
L070	LexisNexis Matthew Bender						
APMWB	Check			37489712	Chiefs law book updates	001-421.0000.63010	79.60
				3742937X		001-421.0000.63010	558.99
L0870	Lifeloc Technologies						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN14015	Check Midway Hyundai	384474	Lifeloc calibration station	001-421.0000.67020	1,044.23
APMWB N001	Check Napa Auto Parts	170315	Tire mount and alignment - PFPD123	001-421.0000.67170	209.90
APMWB	Check	3688-243171	Torches for shop	001-421.0000.67090	84.45
		3688-235636	Brakes - PFPD92	001-421.0000.67100	228.48
		3688-238192	Weatherstrip adhesive - shop stock	001-421.0000.67100	11.31
		3688-237026	Core credits	001-421.0000.67100	-55.00
		3688-239399	Brakes - PFPD111	001-421.0000.67100	237.14
		3688-238490	Credit for returns	001-421.0000.67100	-40.92
		3688-243238	Tensioner and gasket maker - PFPD151	001-421.0000.67100	75.74
		3688-243092	Battery - PFPD104	001-421.0000.67100	201.63
		3688-236173	Fuel sensor - Shop stock	001-421.0000.67100	188.25
		3688-236192	Fan assembly - PFPD110	001-421.0000.67100	168.65
		3688-242038	Fuse - PFPD157	001-421.0000.67100	4.47
		3688-241168	Brakes - PFPD139	001-421.0000.67100	168.27
		3688-242006	Battery charger - PFPD113	001-421.0000.67100	145.00
		3688-242987	Water pump - PFPD151	001-421.0000.67100	138.77
		3688-239412	Oil filters - shop stock	001-421.0000.67100	72.84
		3688-242098	Battery - PFPD122	001-421.0000.67100	136.14
		3688-243488	Headlight/light bulbs for stock	001-421.0000.67100	112.86
		3688-241174	Brake rotor - PFPD139	001-421.0000.67100	84.30
		3688-243786	Filters - shop stock	001-421.0000.67100	80.54
		3688-244936	Oil filters - shop stock	001-421.0000.67100	18.36
		3688-235174	Windshield wash - PD stock	001-421.0000.67100	111.42
		3688-235607	Oil filters- PD stock	001-421.0000.67100	50.64
		3688-242035	Fuses - PFPD157	001-421.0000.67100	8.10
		3688-237854	Credit for returns	001-421.0000.67100	-88.14
		3688-242265	Tire shine - stock	001-421.0000.67100	11.10
		3688-239608	Timing kit - PFPD104	001-421.0000.67100	292.87
		3688-244540	Oil - PD generator	001-421.0000.68050	241.98
V040	ODP Business Solutions				
APMWB	Check	318674301001	Office Supplies-PD	001-421.0000.63060	18.78
				001-421.0000.63920	96.44
VEN03694	Otis Elevator Company				
APMWB	Check	100401210008	Elevator maintenance contract	001-421.0000.68060	651.15
		100401232218	Elevator maintenance contractual adjustmer	001-421.0000.68060	8.74
O040	Overhead Door Company				
APMWB	Check	535917	PD Shop door repair	001-421.0000.68010	456.92
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	48253	Patrol applicant testing	001-421.0000.64020	50.00
P4384	Proforce Law Enforcement				
APMWB	Check	523919	Chemical Munitions	001-421.0000.67020	3,324.40
S022	Salt Lake Wholesale Sports				
APMWB	Check	91331	Training Ammunition	001-421.0000.63300	2,470.25
R251	Serights Ace Hardware				
APMWB	Check	345239/1	Hose and tubing for shop	001-421.0000.67100	11.84
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4294133	Herborn tower rental	001-421.0000.62040	653.22
T118	TPI Embroidery				
APMWB	Check	10208	Uniform Name tags	001-421.4000.72000	135.00
U0010	ULINE				
APMWB	Check	165707955	ICAC Office furniture Sub	001-421.0000.63060	1,999.39
VEN03255	Ziply Fiber				
APMWB	Check	208-197-0075-0408	PD Phones	001-421.0000.65030	1,142.03
		208-197-1699-0602	Substation Internet	001-421.0000.65030	312.00
		208-197-1263-0426	PD Internet	001-421.0000.65030	616.00
Dept 421 Total:					37,519.37

Dept: 423 Oasis
[VEN02102](#) Stevens, Randi M.

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	806	VSU group counseling	001-423.1153.68400	920.00
Dept 423 Total:					920.00
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CL96626	June Fuel Usage	001-424.0000.64030	145.70
T146	Level 3 Communications				
APMWB	Electronic Funds Transfr	645066449	Phone	001-424.0000.65030	166.75
Dept 424 Total:					312.45
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0005285	PD fuel	001-427.0000.64030	193.49
Dept 427 Total:					193.49
Dept: 431 Streets					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	92555	Camlok & bands for hydrant	001-431.0000.68010	21.58
VEN05261	CDA PAVING				
APMWB	Check	85718	Dumping - Concrete-Mixed A/C	001-431.0000.68130	358.44
		85781	Dumping - Concrete/mixed a/c	001-431.0000.68130	293.12
C220	Coleman Oil Co				
APMWB	Check	CL96626	June Fuel Usage	001-431.0000.64030	6,586.72
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR286373	Street/ Fleet Copier	001-431.0000.63060	24.90
		AR289633	Streets Copier - June usage	001-431.0000.66050	15.80
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-543660	2023 Durapatcher Oil CRS-2WA	001-431.0000.68090	279.50
VEN14753	Integrus Architecture, P.S.				
APMWB	Check	22260-22261.00-3	Architectural Services	001-431.0000.62040	3,920.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	877881	Asphalt - Paving of 19th Avenue	001-431.0000.68130	1,105.68
		877218	Asphalt - 19th Ave Prep	001-431.0000.68130	1,106.36
T146	Level 3 Communications				
APMWB	Electronic Funds Transfr	645066441	Phone Service	001-431.0000.65030	132.81
R251	Serights Ace Hardware				
APMWB	Check	345278/1	Propane/torch	001-431.0000.68100	91.87
		345025/1	Propane tank exchange	001-431.0000.68100	43.18
		345168/1	propane	001-431.0000.68100	14.63
		345333/1	Galvanized Couplers	001-431.0000.68100	5.56
		345166/1	Marking Wand	001-431.0000.68130	34.19
		345137/1	Peak BlueDEF - 2.5 Gal	001-431.0000.68130	13.94
		345161/1	Propane	001-431.0000.68130	23.73
Dept 431 Total:					14,072.01
Dept: 432 Public Works Administration					
T146	Level 3 Communications				
APMWB	Electronic Funds Transfr	645066449	Phone	001-432.0000.65030	83.27
VEN14427	Pacific Northwest Clean Water				
APMWB	Check	5958	2023 PNCWA Conference Registration - Be	001-432.0000.64020	600.00
P4835	ProPrint				
APMWB	Check	63622	Business Cards - John Beacham	001-432.0000.63060	31.00
Dept 432 Total:					714.27
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CL96626	June Fuel Usage	001-433.0000.64030	315.76
T146	Level 3 Communications				
APMWB	Electronic Funds Transfr	645066449	Phone	001-433.0000.65030	83.27
P310	Platt Electric Supply				
APMWB	Check	4z31162	batteries	001-433.0000.63150	149.12

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>S0760</u>	Seltice Laundry				
APMWB	Check	2224	laundry service	001-433.0000.63160	48.71
		2327		001-433.0000.63160	46.98
		2323		001-433.0000.63160	45.35
		2329		001-433.0000.63160	43.76
		2285		001-433.0000.63160	42.37
		2322		001-433.0000.63160	42.18
		2361		001-433.0000.63160	36.24
		2328		001-433.0000.63160	32.01
		2353		001-433.0000.63160	30.35
		2225		001-433.0000.63160	29.57
		2352		001-433.0000.63160	34.93
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	344890/1	cleaning supplies	001-433.0000.63150	73.42
<u>W0226</u>	Walter E Nelson Co				
APMWB	Electronic Funds Transf	502528	paper supplies ch & pd	001-433.0000.63140	464.89
		502527	cleaning supplies	001-433.0000.63150	162.01
Dept 433 Total:					1,680.92

Dept: 434 Fleet Maintenance

<u>A1395</u>	Advanced Compressor & Hose Inc				
APMWB	Check	91986	Broom 3	001-434.0000.63011	28.62
<u>VEN14736</u>	Cintas Corporation No. 3				
APMWB	Check	4161825351	Laundry service	001-434.0000.63160	80.43
<u>C220</u>	Coleman Oil Co				
APMWB	Check	CL96626	June Fuel Usage	001-434.0000.64030	191.75
<u>VEN01683</u>	Goodyear Tire & Rubber Company				
APMWB	Check	197-1149470	Tires - P126	001-434.0000.67190	721.81
<u>N001</u>	Napa Auto Parts				
APMWB	Check	3688-244795	Blue DEF	001-434.0000.63011	280.84
		3688-244793	8 diode round lamp - S556	001-434.0000.63011	81.83
		3688-244303	Air Filter - B108	001-434.0000.63013	26.67
		3688-243507	silicone lube/meguiars intrior	001-434.0000.67120	93.85
		3688-243564	Shop Towels	001-434.0000.67120	74.70
<u>VEN14689</u>	Norstar Industries, Inc				
APMWB	Check	61229	Mag system for S221	001-434.0000.90010	33,000.00
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	345211/1	nails bolts nuts	001-434.0000.63011	3.08
		345159/1	nail bolts nuts	001-434.0000.63011	5.90
				001-434.0000.63012	5.90
		345211/1	nails bolts nuts	001-434.0000.63012	3.06
				001-434.0000.63013	3.06
		345159/1	nail bolts nuts	001-434.0000.63013	5.90
		345139/1	Hose noxxle & Connection	001-434.0000.68010	19.78
<u>S390</u>	Spokane House of Hose Inc.				
APMWB	Check	1010857	Pioneer Poppet - S234	001-434.0000.63011	177.64
<u>VEN13988</u>	Tacoma Screw Products, Inc				
APMWB	Check	240074664-00	Hex Cap Screws - Shop Stock	001-434.0000.63011	12.17
				001-434.0000.63012	12.17
				001-434.0000.63013	12.17
		240075139-00	Thread Seal Tape	001-434.0000.67090	9.38
<u>T106</u>	Titan Truck Equipment				
APMWB	Check	1353733	Stake pocket & ratchet straps - F601	001-434.0000.67020	153.75
<u>VEN13040</u>	Turf Star Western				
APMWB	Check	9504179-00	Electrical System service - P460	001-434.0000.63012	719.80
<u>W180</u>	Western States Equipment				
APMWB	Check	IN002464202	Generator Parts - A801	001-434.0000.63013	203.72
Dept 434 Total:					35,927.98

Dept: 435 GIS

<u>T146</u>	Level 3 Communications				
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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Electronic Funds Transf	645066449	Phone	001-435.0000.65030	27.82
Dept 435 Total:					27.82
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CL96626	June Fuel Usage	001-441.0000.64030	504.24
VEN14390	Juniper Systems Inc				
APMWB	Check	128024	Batteries for Tablets	001-441.0000.80010	636.07
T146	Level 3 Communications				
APMWB	Electronic Funds Transf	645066449	Phone	001-441.0000.65030	55.65
Dept 441 Total:					1,195.96
Dept: 442 Cemetery					
C220	Coleman Oil Co				
APMWB	Check	CL96626	June Fuel Usage	001-442.0000.64030	628.23
T146	Level 3 Communications				
APMWB	Electronic Funds Transf	645066449	Phone	001-442.0000.65030	55.65
P4835	ProPrint				
APMWB	Check	7/11/2023	business cards	001-442.0000.63060	246.00
S0760	Seltice Laundry				
APMWB	Check	2325	drapery cleaning	001-442.0000.63150	36.24
Dept 442 Total:					966.12
Dept: 443 Parks					
VEN14808	Ardurra Group, Inc				
APMWB	Check	220689-4	Q'emiln Well Improvements	001-443.1658.62330	1,459.00
C220	Coleman Oil Co				
APMWB	Check	CL96626	June Fuel Usage	001-443.0000.64030	4,858.38
C3818	Cooper Fabrication, Inc.				
APMWB	Check	26061	Fabricate Splash Pad Baskets	001-443.0000.62180	300.00
F020	Fastenal Company				
APMWB	Check	IDCOE183346	Gas can for Small Equipment	001-443.0000.66190	65.56
VEN14388	Glenrose Service Inc				
APMWB	Electronic Funds Transf	32960	Repair Drinking Fountain at Kiwanis	001-443.0000.62180	640.00
		33045	Replace the water heater at Kiwanis	001-443.0000.62180	2,525.00
H1957	Horizon				
APMWB	Electronic Funds Transf	CM0004706	Irrigation return	001-443.0000.68230	-458.70
VEN08073	Kay Park & Recreation				
APMWB	Check	199482	BBQ Pedestal Replacement	001-443.0000.67050	378.00
T146	Level 3 Communications				
APMWB	Electronic Funds Transf	645066449	Phone	001-443.0000.65030	278.05
N1780	North Idaho Post & Pole				
APMWB	Check	ID 54827	Treated End Posts for Fence	001-443.0000.63530	77.34
VEN02385	Prairie Transfer Station				
APMWB	Check	08-21685	Big Can Waste	001-443.0000.65050	27.30
R1913	Rockhound Landscape Supply				
APMWB	Check	1234	Decorative Bark for PD	001-443.0000.68170	365.00
S0760	Seltice Laundry				
APMWB	Check	2360	Car Wash for Vehicles	001-443.0000.63150	10.55
R251	Serights Ace Hardware				
APMWB	Check	345190/1	Hasp for Storage Shed	001-443.0000.67030	13.49
		345085/1	Hardware for South Parks	001-443.0000.67030	25.18
		344804/1	Sun Protection for Q'emiln	001-443.1658.62330	139.96
		345013/1	Hose for the Garden	001-443.1667.63009	62.99
S135	Shenango Signs and Designs				
APMWB	Check	23670	Signs for Parks	001-443.0000.63260	1,019.40
S140	Sherwin Williams				
APMWB	Check	3634-4	Paint for Shop	001-443.0000.68160	48.09
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	502541	Cleaning Supplies for all the parks	001-443.0000.63150	1,791.50

Packet: APPKT11095 - Check Run 7.25.23 8.2.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 7/25/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 445 Recreation							
VEN01020	Cindy Jacobs						
APMWB	Check			072423	Contractual Payment	001-445.0000.62040	210.00
C220	Coleman Oil Co						
APMWB	Check			CL96626	June Fuel Usage	001-445.0000.64030	273.42
N2332	Collins, Tom						
APMWB	Check			072423	Contractual Payment	001-445.0000.62040	105.00
T146	Level 3 Communications						
APMWB	Electronic Funds Transfr			645066449	Phone	001-445.0000.65030	166.75
V040	ODP Business Solutions						
APMWB	Check			322647304001	Office Supplies-Recreation	001-445.0000.63060	118.68
VEN01197	Post Falls High School						
APMWB	Check			INV0146211	Contractual Payment for Basketball Camp	001-445.0000.62040	2,839.78
R251	Serights Ace Hardware						
APMWB	Check			T60840	Post Falls Days Parade	001-445.1632.33379	17.98
VEN09501	Yoke's Foods Inc						
APMWB	Check			07-159797	PnR Commission Dedication	001-445.0000.63080	32.87
Dept 445 Total:							3,764.48
Dept: 451 Planning & Zoning							
T146	Level 3 Communications						
APMWB	Electronic Funds Transfr			645066449	Phone	001-451.0000.65030	139.12
R1541	Ricoh USA Inc.						
APMWB	Check			Inv #1096890760	Inv #1096890760	001-451.0000.66050	2.97
				Inv #5067637053	Inv #5067637053	001-451.0000.66050	62.41
				Inv #5067452508	Inv #5067452508	001-451.0000.66050	88.90
Dept 451 Total:							293.40
Dept: 452 Building Inspector							
B091	BDS						
APMWB	Check			89149	Utility Billing	001-452.0000.62040	50.00
				88672		001-452.0000.62040	50.00
C220	Coleman Oil Co						
APMWB	Check			CL96626	June Fuel Usage	001-452.0000.64030	643.55
K130	Kootenai County Reprographics						
APMWB	Check			2023-90	Post Falls labels Inv# 2023-90	001-452.0000.63210	329.38
T146	Level 3 Communications						
APMWB	Electronic Funds Transfr			645066449	Phone	001-452.0000.65030	166.75
P4835	ProPrint						
APMWB	Check			63506	Residential labels	001-452.0000.63000	136.00
R1541	Ricoh USA Inc.						
APMWB	Check			Inv #5067637053	Inv #5067637053	001-452.0000.66050	62.40
				Inv #1096890760	Inv #1096890760	001-452.0000.66050	2.97
				Inv #5067452508	Inv #5067452508	001-452.0000.66050	88.90
Dept 452 Total:							1,529.95
Dept: 453 Engineering							
C220	Coleman Oil Co						
APMWB	Check			CL96626	June Fuel Usage	001-453.0000.64030	271.12
T146	Level 3 Communications						
APMWB	Electronic Funds Transfr			645066449	Phone	001-453.0000.65030	139.12
R1541	Ricoh USA Inc.						
APMWB	Check			Inv #1096890760	Inv #1096890760	001-453.1901.66050	2.96
				Inv #5067637053	Inv #5067637053	001-453.1901.66050	62.40
				Inv #5067452508	Inv #5067452508	001-453.1901.66050	88.89
Dept 453 Total:							564.49
Dept: 454 Community Development Admin							
VEN14013	Bluebeam, Inc						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
L109	APMWB Check	Inv #1659634	Inv #1659634	001-454.0000.66016	2,340.00
	Lowe's Credit Services				
	APMWB Check	Acct #9800 214952	Acct #9800 214952 8	001-454.0000.63000	48.45
Dept 454 Total:					2,388.45

Dept: 481 Capital Improvements/Contracts

VEN06795	Kootenai County Fire & Rescue				
	APMWB Electronic Funds Transfr	5520	Substation - Final inspection	001-481.0000.68395	94.00
VEN03694	Otis Elevator Company				
	APMWB Check	100401210008	Elevator maintenance contract	001-481.0000.68060	651.15
		100401232218	Elevator maintenance contractual adjustmer	001-481.0000.68060	8.74
Dept 481 Total:					753.89
Fund 001 Total:					165,013.35

Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool

VEN08243	Awards Network				
	APMWB Check	00112040	7.19.2023 Invoice	003-482.0000.73020	147.27
VEN04994	Gallagher Benefit Services Inc.				
	APMWB Electronic Funds Transfr	289355	July 2023 Consulting	003-482.0000.62040	2,500.00
VEN14068	IncentFit				
	APMWB Check	15085	7.15.23 - 8.15.23 Service	003-482.4000.73000	249.90
		14804	6.15.23 - 7.15.23 Incentfit Service	003-482.4000.73000	249.90
VEN11519	Northwest Specialty Hospital				
	APMWB Check	6212023	Physical 7.6.2022	003-482.4000.73000	100.00
P079	Panhandle Health District				
	APMWB Check	5698 06.08.23	N Job Vaccines	003-482.4000.73000	175.00
A6000	Rehn & Associates, Inc.				
	APMWB Check	IN0000173272	COBRA Notices 3.31.2023	003-482.0000.62160	25.00
		IN0000169657	COBRA notices 11.30.2022	003-482.0000.62160	50.00
		IN0000170642	COBRA Notices 12.31.2022	003-482.0000.62160	50.00
		IN0000175502	COBRA notices 4.30.2023	003-482.0000.62160	75.00
		IN0000178259	COBRA notices 6.30.2023	003-482.0000.62160	150.00
R1249	Uprise Health				
	APMWB Check	279939	EAP Services 7.12.2023	003-482.4000.73000	1,647.75
		277381	EAP Services 4.1.2023	003-482.4000.73000	1,647.75
Dept 482 Total:					7,067.57
Fund 003 Total:					7,067.57

Fund: 007 - DRUG SEIZURE PROGRAM

Dept: 425 Drug Seizure Program

A600	Awards Etc.				
	APMWB Electronic Funds Transfr	34521	K9 Golf tournament awards	007-425.1525.34242	224.00
B1480	Blue Sky Broadcasting Inc.				
	APMWB Check	IN-1230644887	K9 Fund raiser announcement	007-425.1525.34242	90.00
VEN04300	CW Wraps & Marketing, Inc				
	APMWB Check	16256	K9 Fundraiser signs	007-425.1525.34242	60.00
		16214	K9 Fundraiser signage	007-425.1525.34242	60.00
Dept 425 Total:					434.00
Fund 007 Total:					434.00

Fund: 023 - SPECIAL EVENTS

Dept: 446 Special Events

A365	American On-Site Services				
	APMWB Check	518101	Pump Gray Water from Festival	023-446.1601.65050	275.00
VEN06795	Kootenai County Fire & Rescue				
	APMWB Electronic Funds Transfr	5533	Fire Inspection for Post Falls Days	023-446.1660.33337	180.00

Dept 446 Total: 455.00

Fund 023 Total: 455.00

Packet: APPKT11095 - Check Run 7.25.23 8.2.23
Vendor Set: 01 - Vendor Set 01

Check Date: 7/25/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
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Fund: 035 - PUBLIC SAFETY IMPACT FEES
Dept: 420 Public Safety Impact Fees
[VEN06795](#) Kootenai County Fire & Rescue
APMWB Electronic Funds Transfr [INV0146223](#) City Impact Fee Refund 035-420.2002.38204 219.48

Dept 420 Total: 219.48

Fund 035 Total: 219.48

Fund: 037 - STREETS IMPACT FEES
Dept: 431 Streets
[J105](#) J-U-B Engineers, Inc.
APMWB Electronic Funds Transfr [Inv #0163285](#) Inv #0163285 037-431.0000.95134 16,226.81
[VEN06795](#) Kootenai County Fire & Rescue
APMWB Electronic Funds Transfr [INV0146223](#) City Impact Fee Refund 037-431.2003.38205 1,577.68
037-431.2003.38206 459.62

Dept 431 Total: 18,264.11

Fund 037 Total: 18,264.11

Fund: 038 - PARKS IMPACT FEES
Dept: 443 Parks
[VEN14808](#) Ardurra Group, Inc
APMWB Check [230061-02](#) Black Bay Parking Lot Design 038-443.0000.62040 16,611.60
[VEN13635](#) Big Sky ID, Corp
APMWB Check [002](#) Sports Complex Irrigation Well 038-443.0000.94165 137,055.55

Dept 443 Total: 153,667.15

Fund 038 Total: 153,667.15

Fund: 650 - RECLAIMED WATER OPERATING
Dept: 463 Wastewater Operating
[A424](#) Anatek Labs, Inc.
APMWB Check [2312273](#) BLM @ Corbin Park 650-463.0000.68360 330.00
[VEN03129](#) Barr Tech LLC
APMWB Check [8970](#) Bio Soilds Disposal June 2023 650-463.0000.62150 42,861.33
[C220](#) Coleman Oil Co
APMWB Check [CL96626](#) June Fuel Usage 650-463.0000.65005 901.53
[C410](#) Country Lock & Key, Inc.
APMWB Electronic Funds Transfr [11775](#) Commercial Locks & Re-key 650-463.0000.68010 329.70
[H030](#) Hach Company
APMWB Check [13643418](#) Lab Supplies 650-463.0000.63400 897.54
[H1957](#) Horizon
APMWB Electronic Funds Transfr [2S192250](#) WWTP Supplies & Hybrid Battery Control 650-463.0000.68010 212.63
[VEN14616](#) Inductive Automation LLC
APMWB Check [1285501](#) SCADA renewal 650-463.0000.66012 4,226.00
[I2731](#) Inland Environmental Resources
APMWB Check [2023-0972](#) MAG Delivery 650-463.0000.63008 4,405.00
[2023-0593](#) Void Shipping Fees 650-463.0000.63480 -550.00
[T146](#) Level 3 Communications
APMWB Electronic Funds Transfr [645066441](#) Phone Service 650-463.0000.65030 265.60
[V040](#) ODP Business Solutions
APMWB Check [320919073001](#) Office Supplies- Wastewater 650-463.0000.63060 89.59
[VEN14559](#) One Call Concepts, Inc
APMWB Check [3065022](#) Locates Water & WW June 650-463.0000.62320 480.70
[R251](#) Serights Ace Hardware
APMWB Check [344999/1](#) Great Stuff G&C 200Z 650-463.0000.68010 43.16
[344664/1](#) Break room supplies 650-463.0000.68025 129.18

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN03698	Smith & Loveless Inc				
APMWB	Check	169994	Valve Check	650-463.0000.68025	360.43
VEN11958	Ultra-Lawn, LLC				
APMWB	Check	91577	WRF 2023 Lawn Care	650-463.0000.62180	3,500.00
U145	USABlue Book				
APMWB	Check	INV00059093	Lab Supplies	650-463.0000.63400	673.05
W095	Welding Fabrication Services				
APMWB	Check	24321	DRILL OUT BUSHING IN BRACKET TO 1	650-463.0000.68025	110.00
		24153	Labor	650-463.0000.68025	110.00
		24207-A	Drill 3 Holes	650-463.0000.68025	110.00
		24323	WELD & FORM S.S. PATCHES ON BELT G	650-463.0000.68025	110.00
Dept 463 Total:					59,595.44

Dept: 466 Wastewater - Collections

C220	Coleman Oil Co				
APMWB	Check	CL96626	June Fuel Usage	650-466.0000.65005	3,311.25
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1149294	T118 New Tires	650-466.0000.67170	871.41
G098	Grainger				
APMWB	Check	9762857911	LEAD ACID BATTERY,6VDC,3.3AH	650-466.0000.63006	165.50
		9769012213	Ear plugs	650-466.0000.63110	413.97
R251	Serights Ace Hardware				
APMWB	Check	344776/1	Shop Supplies	650-466.0000.63006	4.29
VEN13163	Wapiti Consulting, LLC				
APMWB	Check	402	Surge Protective Device -4th Ave Lift Station	650-466.0000.68021	1,320.00
Dept 466 Total:					6,086.42

Dept: 468 Wastewater - Surface Water

A1395	Advanced Compressor & Hose Inc				
APMWB	Check	92397	Black Ties - Surface Water	650-468.0000.68380	41.70
C220	Coleman Oil Co				
APMWB	Check	CL96626	June Fuel Usage	650-468.0000.65005	777.00
C360	Consolidated Supply Co.				
APMWB	Check	S0114444024.001	Black Poly Tubin & 1" Clamps	650-468.0000.68380	172.38
VEN09289	Emerald Services, Inc				
APMWB	Check	92245451-2303454	5th ave oil/water seperator cleaning	650-468.0000.68380	3,121.78
H1957	Horizon				
APMWB	Electronic Funds Transf	2S192251	Vinyl Tube	650-468.0000.68380	10.20
N1760	North Idaho Hydroseeding, Inc				
APMWB	Check	16319	Hydroseed 719 S Greensferry	650-468.0000.68380	425.00
R251	Serights Ace Hardware				
APMWB	Check	344732/1	Rain-X & Shop Supplies	650-468.0000.68380	32.52
		344981/1	Woodcutter & File	650-468.0000.68380	25.36
		345037/1	Welding Wire & Rake	650-468.0000.68380	56.68
Dept 468 Total:					4,662.62

Fund 650 Total: 70,344.48

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0163985	Outfall Project JUB Invoice FINAL June 2023	651-463.6505.95520	2,198.69
VEN14291	Sletten Construction Company				
APMWB	Check	Tertiary Pay App #3	Tertiary Sletten Pay App #32	651-463.3213.90015	291,188.77
Dept 463 Total:					293,387.46

Fund 651 Total: 293,387.46

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

VEN14753	Integrus Architecture, P.S.				
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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	22260-22261.00-3	Architectural Services	652-463.3235.95520	1,000.00
VEN11676	Keller Associates, Inc						
		APMWB	Check	0231828	Keller 12th Ave Diversion Study Invoice #2	652-463.3228.95520	1,572.50
				0231894	12th Ave Keller Invoice #1 June 2023	652-463.3228.95520	26,957.25
T11390	T-O Engineers, Inc.						
		APMWB	Check	200143-38	Ponderosa Lift Station T-O Invoice June 202	652-463.3214.95520	11,472.15
				210583-17	Bentley Lift Station T-O Invoice May/June 20	652-463.3230.95520	663.75
Dept 463 Total:							41,665.65
Fund 652 Total:							41,665.65

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN07913	CANNON HILL						
		APMWB	Check	36916	Wood waste	700-461.0000.65050	525.00
VEN04268	Coeur d'Alene Garbage Service						
		APMWB	Check	2028201	Garbage disposal for Parks	700-461.0000.65050	977.12
VEN02385	Prairie Transfer Station						
		APMWB	Check	08-21859	Big Can Waste	700-461.0000.65050	27.30
				08-22835	Wood Waste from PD	700-461.0000.65050	4.50
Dept 461 Total:							1,533.92
Fund 700 Total:							1,533.92

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC						
		APMWB	Check	132630	Coliform Presence / Absence	750-462.0000.68360	150.00
				132519		750-462.0000.68360	180.00
C220	Coleman Oil Co						
		APMWB	Check	CL96626	June Fuel Usage	750-462.0000.64030	2,105.06
VEN14305	General Pacific, Inc						
		APMWB	Check	1468865	3/4" M35 Meter, 7-1/2" Lay Length	750-462.0000.68235	996.00
				1468569	1" M55, USG, HRE Meters	750-462.0000.68235	1,340.00
G116	Graybar Electric Company, Inc.						
		APMWB	Check	9328900940	Credit Schneider Electric USA Module 480Y	750-462.0000.68025	-740.00
				9330186155	Well 8 -Module 480Y/277V 3 PH 240KA	750-462.0000.68025	740.00
H1957	Horizon						
		APMWB	Electronic Funds Transf	2S191670	Shop Supplies Water	750-462.0000.63280	683.93
T146	Level 3 Communications						
		APMWB	Electronic Funds Transf	645066441	Phone Service	750-462.0000.65030	132.81
N001	Napa Auto Parts						
		APMWB	Check	3688-243682	Adapter	750-462.0000.63280	0.64
				3688-243128	Sand Pad, Impact Socket, Wrench Set	750-462.0000.63280	111.70
				3688-243574	Brake Cleaner, Guage, Fittings, drilling hamr	750-462.0000.63280	154.93
V040	ODP Business Solutions						
		APMWB	Check	320624265001	Office Supplies-Water	750-462.0000.63060	5.99
				320624007001		750-462.0000.63060	39.98
VEN14559	One Call Concepts, Inc						
		APMWB	Check	3065022	Locates Water & WW June	750-462.0000.62320	480.70
U145	USABlue Book						
		APMWB	Check	271659	Impack Socket, Funnel	750-462.0000.63280	-109.55
W0226	Walter E Nelson Co						
		APMWB	Electronic Funds Transf	502526	Toilet & Facial Tissue	750-462.0000.63060	120.22
Dept 462 Total:							6,392.41
Fund 750 Total:							6,392.41

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

J105	J-U-B Engineers, Inc.						
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Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Electronic Funds Transfr	0164420	Well House 11 JUB Invoice June 2023	753-462.3224.95550	1,647.00
				Dept 462 Total:	1,647.00
				Fund 753 Total:	1,647.00
				Report Total:	760,091.58



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	26,260.50
	001-411.0000.64010	184.75
	001-411.0000.65030	27.82
	001-412.0000.65030	55.65
	001-412.0000.65040	511.00
	001-413.0000.65030	83.47
	001-414.0000.63060	258.01
	001-414.0000.65030	305.67
	001-414.1445.62170	11,548.96
	001-414.1445.62190	7,297.16
	001-415.0000.62000	27.25
	001-415.0000.65030	55.65
	001-415.0000.66080	530.00
	001-417.0000.65030	55.67
	001-418.0000.65030	55.65
	001-418.4000.72070	1,305.00
	001-421.0000.62000	34.18
	001-421.0000.62040	1,128.22
	001-421.0000.62310	888.96
	001-421.0000.63010	638.59
	001-421.0000.63060	2,018.17
	001-421.0000.63300	2,470.25
	001-421.0000.63920	96.44
	001-421.0000.64020	50.00
	001-421.0000.64030	6,818.26
	001-421.0000.65030	2,326.01
	001-421.0000.66041	420.77
	001-421.0000.67020	8,380.22
	001-421.0000.67090	84.45
	001-421.0000.67100	2,980.99
	001-421.0000.67170	823.50
	001-421.0000.67190	500.00
	001-421.0000.68010	514.92
	001-421.0000.68050	241.98
	001-421.0000.68060	659.89
	001-421.0000.80010	5,303.89
	001-421.4000.72000	1,139.68
	001-423.1153.68400	920.00
	001-424.0000.64030	145.70
	001-424.0000.65030	166.75
	001-427.0000.64030	193.49
	001-431.0000.62040	3,920.00
	001-431.0000.63060	24.90
	001-431.0000.64030	6,586.72
	001-431.0000.65030	132.81
	001-431.0000.66050	15.80
	001-431.0000.68010	21.58
	001-431.0000.68090	279.50
	001-431.0000.68100	155.24
	001-431.0000.68130	2,935.46
	001-432.0000.63060	31.00
	001-432.0000.64020	600.00
	001-432.0000.65030	83.27
	001-433.0000.63140	464.89
	001-433.0000.63150	384.55
	001-433.0000.63160	432.45

001-433.0000.64030	315.76
001-433.0000.65030	83.27
001-434.0000.63011	590.08
001-434.0000.63012	740.93
001-434.0000.63013	251.52
001-434.0000.63160	80.43
001-434.0000.64030	191.75
001-434.0000.67020	153.75
001-434.0000.67090	9.38
001-434.0000.67120	168.55
001-434.0000.67190	721.81
001-434.0000.68010	19.78
001-434.0000.90010	33,000.00
001-435.0000.65030	27.82
001-441.0000.64030	504.24
001-441.0000.65030	55.65
001-441.0000.80010	636.07
001-442.0000.63060	246.00
001-442.0000.63150	36.24
001-442.0000.64030	628.23
001-442.0000.65030	55.65
001-443.0000.62180	3,465.00
001-443.0000.63150	1,802.05
001-443.0000.63260	1,019.40
001-443.0000.63530	77.34
001-443.0000.64030	4,858.38
001-443.0000.65030	278.05
001-443.0000.65050	27.30
001-443.0000.66190	65.56
001-443.0000.67030	38.67
001-443.0000.67050	378.00
001-443.0000.68160	48.09
001-443.0000.68170	365.00
001-443.0000.68230	-458.70
001-443.1658.62330	1,598.96
001-443.1667.63009	62.99
001-445.0000.62040	3,154.78
001-445.0000.63060	118.68
001-445.0000.63080	32.87
001-445.0000.64030	273.42
001-445.0000.65030	166.75
001-445.1632.33379	17.98
001-451.0000.65030	139.12
001-451.0000.66050	154.28
001-452.0000.62040	100.00
001-452.0000.63000	136.00
001-452.0000.63210	329.38
001-452.0000.64030	643.55
001-452.0000.65030	166.75
001-452.0000.66050	154.27
001-453.0000.64030	271.12
001-453.0000.65030	139.12
001-453.1901.66050	154.25
001-454.0000.63000	48.45
001-454.0000.66016	2,340.00
001-481.0000.68060	659.89
001-481.0000.68395	94.00
Fund 001 Total:	165,013.35
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.62160	350.00
003-482.0000.73020	147.27
003-482.4000.73000	4,070.30
Fund 003 Total:	7,067.57
007 - DRUG SEIZURE PROGRAM	
007-425.1525.34242	434.00

	Fund 007 Total:	434.00
023 - SPECIAL EVENTS		
023-446.1601.65050		275.00
023-446.1660.33337		180.00
	Fund 023 Total:	455.00
035 - PUBLIC SAFETY IMPACT FEES		
035-420.2002.38204		219.48
	Fund 035 Total:	219.48
037 - STREETS IMPACT FEES		
037-431.0000.95134		16,226.81
037-431.2003.38205		1,577.68
037-431.2003.38206		459.62
	Fund 037 Total:	18,264.11
038 - PARKS IMPACT FEES		
038-443.0000.62040		16,611.60
038-443.0000.94165		137,055.55
	Fund 038 Total:	153,667.15
650 - RECLAIMED WATER OPERATING		
650-463.0000.62150		42,861.33
650-463.0000.62180		3,500.00
650-463.0000.62320		480.70
650-463.0000.63008		4,405.00
650-463.0000.63060		89.59
650-463.0000.63400		1,570.59
650-463.0000.63480		-550.00
650-463.0000.65005		901.53
650-463.0000.65030		265.60
650-463.0000.66012		4,226.00
650-463.0000.68010		585.49
650-463.0000.68025		929.61
650-463.0000.68360		330.00
650-466.0000.63006		169.79
650-466.0000.63110		413.97
650-466.0000.65005		3,311.25
650-466.0000.67170		871.41
650-466.0000.68021		1,320.00
650-468.0000.65005		777.00
650-468.0000.68380		3,885.62
	Fund 650 Total:	70,344.48
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3213.90015		291,188.77
651-463.6505.95520		2,198.69
	Fund 651 Total:	293,387.46
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3214.95520		11,472.15
652-463.3228.95520		28,529.75
652-463.3230.95520		663.75
652-463.3235.95520		1,000.00
	Fund 652 Total:	41,665.65
700 - SANITATION		
700-461.0000.65050		1,533.92
	Fund 700 Total:	1,533.92
750 - WATER OPERATING		
750-462.0000.62320		480.70
750-462.0000.63060		166.19
750-462.0000.63280		841.65
750-462.0000.64030		2,105.06
750-462.0000.65030		132.81
750-462.0000.68025		0.00
750-462.0000.68235		2,336.00
750-462.0000.68360		330.00
	Fund 750 Total:	6,392.41
753 - WATER CAPITAL		
753-462.3224.95550		1,647.00
	Fund 753 Total:	1,647.00
	Report Total:	760,091.58

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RU

7/14/2023	\$133.10	93039 AT&T Long Distance	Pay Before Due Date
7/14/2023	\$661.93	93040 AT&T Mobiluty	Pay Before Due Date
7/14/2023	\$538.52	93041 AT&T Mobiluty	Pay Before Due Date
7/14/2023	\$83,251.23	93042 AVISTA Utilities	Pay Before Due Date
7/14/2023	\$25,563.17	93043 Idaho State Tax Commission	Pay Before Due Date
7/14/2023	\$37,164.68	93044 Kootenai Electric	Pay Before Due Date
7/14/2023	\$479.18	93046 Post Falls Food Bank	Pay Before Due Date
7/14/2023	\$203.69	93047 Ricoh USA Inc.	Pay Before Due Date
7/14/2023	\$278.91	93048 Spectrum	Pay Before Due Date
7/14/2023	\$339.96	93049 Spectrum	Pay Before Due Date
7/14/2023	\$120.03	93050 Verizon Wireless	Pay Before Due Date
7/14/2023	\$80.02	93051 Verizon Wireless	Pay Before Due Date
7/14/2023	\$245.19	93052 Verizon Wireless	Pay Before Due Date
7/14/2023	\$400.10	93053 Verizon Wireless	Pay Before Due Date
7/14/2023	\$120.03	93054 Verizon Wireless	Pay Before Due Date
7/14/2023	\$315.22	93055 Verizon Wireless	Pay Before Due Date
7/14/2023	\$56.61	93056 Ziplly Fiber	Pay Before Due Date
7/14/2023	\$79.72	93057 Ziplly Fiber	Pay Before Due Date
7/20/2023	\$2,500.00	93068 Jim Lien	Market & Music performance
	\$152,531.29		

JN 8.1.23

Various

650-466.0000.65030

650-463.0000.65030

Various

Various

Various

001-22110

Various

001-443.0000.65030

001-443.0000.65030

001-453.0000.65030

001-452.0000.65030

Various

Various

001-424.0000.65030

001-443.0000.65030

001-481.0000.68390

650-463.0000.65030

023-446.1605.34107

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/1/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jon Manley, Planning Manager
SUBJECT: Consent to Annexation Agreement - Hughes Trust

ITEM AND RECOMMENDED ACTION:

The purpose for the Consent to Annexation Agreement is for the owner(s) to enters into this agreement with the City to obtain approval for development within the unincorporated Kootenai County (CUP22-0017) prior to annexation into the City and obtaining City wastewater and other services while the City seeks to obtain certainty regarding its future boundaries. The term "Owner" includes any successor in interest in the Property.

DISCUSSION:

The location and general layout of the proposed development area is within Exhibit A of the attached. Within the attached agreement and in section 2.3 there are 10 conditions that staff has included to assist the requested CUP (CUP22-0017) be consistent with the intent of the Area of City Impact Agreement between Kootenai County and the City.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Consent to Annexation Agreement 7.13.23Rev2

CONSENT TO ANNEXATION AGREEMENT HUGHES TRUST – Parcel 2

THIS AGREEMENT is made this 13th day of July, 2023, by and 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 the **Hughes Trust**, whose mailing address is PO Box 3337, Post Falls, ID 83877.

WHEREAS, the Hughes Trust (hereinafter the “Owner”) owns a tract(s) of land (hereinafter the “Property”) in the vicinity of the city limits of the City of Post Falls (hereinafter the “City”); and

WHEREAS, the Owner desires to annex the Property and obtain utility services in the future; and

WHEREAS, pending future annexation of the Property, the Owner has applied to Kootenai County for a conditional use permit to develop a self-serve storage facility on the Property, which is now pending under Kootenai County Case No. CUP 22-0017; and

WHEREAS, the City is willing to annex the Property when appropriate;

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain approval for development of the Property in unincorporated Kootenai County prior to annexation into the City and obtaining City wastewater and other services while the City seeks to obtain certainty regarding its future boundaries. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located on the west side of Meyer Road between Prairie Avenue and Hope Avenue and is more particularly described on the attached Exhibit A, which by this reference is incorporated herein.

ARTICLE II: CONSENT TO ANNEXATION

- 2.1. Consent to Annexation: Owner hereby consents, on behalf of the Owner, and the Owner’s subsequent purchasers, heirs, and/or assigns, to the City annexing the Property at the time when the City determines that annexation of the Property is appropriate. The parties intend that this Agreement will serve as written consent for the City to annex the Property as contemplated by Idaho Code 50-222(4) as it now exists or as it may be subsequently amended. Owner further agrees to formally request annexation of the

Property at the time Owner seeks annexation of any other contiguous property owned by Owner and to connect to public utilities, at Owner's sole cost, upon annexation.

2.2. Fees: Owner agrees to pay all other fees related to the annexation or provision of utility services for the Property, including, but not limited to, cap fees, annexation fees, connection fees, and application fees at the time of applying for annexation or connecting to utility services as specified in the City municipal code.

2.3. County Conditional Use Permit Application: As additional consideration for this Agreement, and upon execution of this Agreement by Owner, the City agrees to supplement its staff comments to Kootenai County regarding the Owner's pending conditional use permit application under Case No. CUP 22-0017 to indicate that the requested CUP is consistent with the intent of the Area of City Impact Agreement between Kootenai County and the City based on the following conditions:

- a) The Owner has agreed to dedicate right-of-way and construct improvements to the future Killdeer Avenue prior to or as part of the development of any adjacent parcels owned by the Owner;
- b) The temporary access off of Meyer Road shown in the Owner's updated Site Plan and Phase Exhibit dated July 11, 2023 will be approved by the Post Falls Hwy District;
- c) The Owner has agreed to coordinate the future alignment of Killdeer Road with the City as part of a future land use development or use application;
- d) The Owner will satisfy the City's requirements for connection to public sewer through the installation of a sewer stub for a future connection when public sewer is available to the Property. Until public sewer is available, the Property can be served by a septic system permitted by Panhandle Health District;
- e) The Owner will satisfy the City's requirements for public water service through connection to the 12" water main installed by Ross Point Water District in Meyer Road as part of the conditional use permit development;
- f) The Owner has satisfied the City's requirements for fire flow through the installation of a fire hydrant by Kootenai Fire & Rescue near the intersection of Meyer Road and the future Killdeer Avenue;
- g) The Owner will satisfy the City's requirements for improvements to the Property frontage on Meyer Road through the phased construction of said improvements as shown in the Owner's Phase Exhibit dated July 11, 2023;
- h) The Owner has agreed to coordinate review and approval of the Owner's updated Site Plan with the City prior to issuance of any building permits by Kootenai County;
- i) The Owner's updated Site Plan satisfies the City's landscape buffer requirements; and

- j) The Owner has agreed to coordinate the updated Site Plan with Kootenai County Fire & Rescue.

ARTICLE III. MISCELLANEOUS

- 3.1. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 3.2. Recordation: The Owner agrees this Agreement will be recorded by the City.
- 3.3. 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.
- 3.4. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 3.5. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 3.6. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 3.7. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

<Signature Page Below>

Hughes Trust

By: Marie T. Hughes, Trustee
Marie T. Hughes, Trustee

City of Post Falls

By: _____
Ronald G. Jacobson, Mayor

Attest: _____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 :SS
County of Kootenai)

On this 13th day of July, 2023, before me, a Notary for the State of Idaho, personally appeared **Marie T. Hughes**, known, or identified to me to be the person(s) whose name is subscribed to within the foregoing instrument, and acknowledged to me that she executed the same as Trustee of the Hughes Trust.

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

Celise M Willeford
Notary Public for the State of Idaho
Residing at: Post Falls, Idaho
Commission Expires: 11/02/2026



STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

Notary Public for the State of Idaho
Residing at:
Commission Expires:

Exhibit A

Legal Description

Parcel 2

A portion of the Northeast Quarter of Section 30, T51N, R4W, B.M., Kootenai County, Idaho described as follows:

Commencing at the North Quarter corner of said Section 30;

Thence along the north-south centerline of said section, S 1°01'04" W, 617.73 feet

Thence S 88°58'56" E, 292.28 feet

Thence N 1°01'04" E, 269.36 feet;

Thence S 89°18'13" E, 1,442.18 to the Point of Beginning;

Thence S 63°34'16" E, 446.01 feet;

Thence S 88°58'57" E, 511.01 feet to the East line of said section;

Thence along said East line S 1°01'03" W, 914.30 feet;

Thence N 89°36'07" W, 907.96 feet;

Thence N 0°42'41" E, 1,115.52 feet to the Point of Beginning;

Containing 875,294 square feet, 20.094 acres more or less.

Together with an easement for ingress, egress, and utilities, across the southerly 60 feet of Parcel 2.

Excepting therefrom any prescriptive rights of way and/or easements for Meyer Road.

RECORD OF SURVEY

A PORTION OF THE NE QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

CONFORM COPY

BOOK 32 PAGE 120
INST. # 24541000

BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS BETWEEN THE FOUND MONUMENTS DEFINING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30 HAVING A GRID BEARING OF S89°18'13"E PER THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011).

GPS DATA

- GPS GRID DATA IS ISP (IDAHO STATE PLANE), WEST ZONE, NAD 83 (2011).
- INSTRUMENT USED: JAVAD TRIUMPH 1M & JAVAD TRIUMPH LS
- CORS BASE STATIONS USED, DATE: 05-26-2021
 P020(CORS) LAT(N 47 00 07.933) LONG(W 118 33 56.713) DIST(151537.3)
 P025(CORS) LAT(N 48 43 51.632) LONG(W 116 17 14.983) DIST(118406.6)
 P422(CORS) LAT(N 46 47 52.298) LONG(W 116 58 46.803) DIST(105346.9)
 P451(CORS) LAT(N 46 47 34.015) LONG(W 119 02 28.843) DIST(194604.6)
 WASK(CORS) LAT(N 47 39 56.585) LONG(W 117 25 14.016) DIST(41356.8)
- DISTANCES SHOWN HEREON ARE ISP GROUND DISTANCES. TO CONVERT TO ISP GRID, MULTIPLY BY 0.99991702.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MONUMENT AND SHOW THE FREE SPLIT OF THE HUGHES PROPERTY, AT THE REQUEST OF VINCENT PATRICK HUGHES AND JOAN CATHERINE HUGHES, TRUSTEES OF THE HUGHES TRUST.

REFERENCES

- PLAT OF FOXTAIL ADDITION, BY W. BRANT MORRIS, PLS 6602, FILED IN BOOK K OF PLATS, AT PAGE 388, RECORDS OF KOOTENAI COUNTY.
- ANNEXATION MAP CITY OF POST FALLS ORDINANCE NO. 1001, FILED IN BOOK 21, AT PAGE 363, RECORDS OF KOOTENAI COUNTY.

COUNTY RECORDER

THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, STATE OF IDAHO, AT THE REQUEST OF ACE SOLUTIONS
 THIS 10th DAY OF May 2022 AT 1:31 PM
 AS INSTRUMENT NUMBER 24541000 AND DULY RECORDED AT BOOK 32, PAGE 120 OF SURVEYS.

BY: Neelinda Proder \$ 5.00
 DEPUTY PAID
 JIM BRANNON, CLERK

SURVEYOR'S CERTIFICATE

I, JOSEPH HASSELL, PLS 8249, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

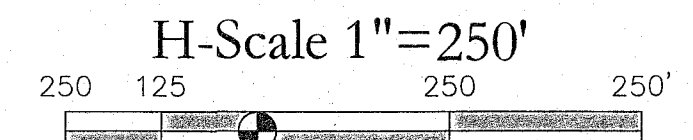
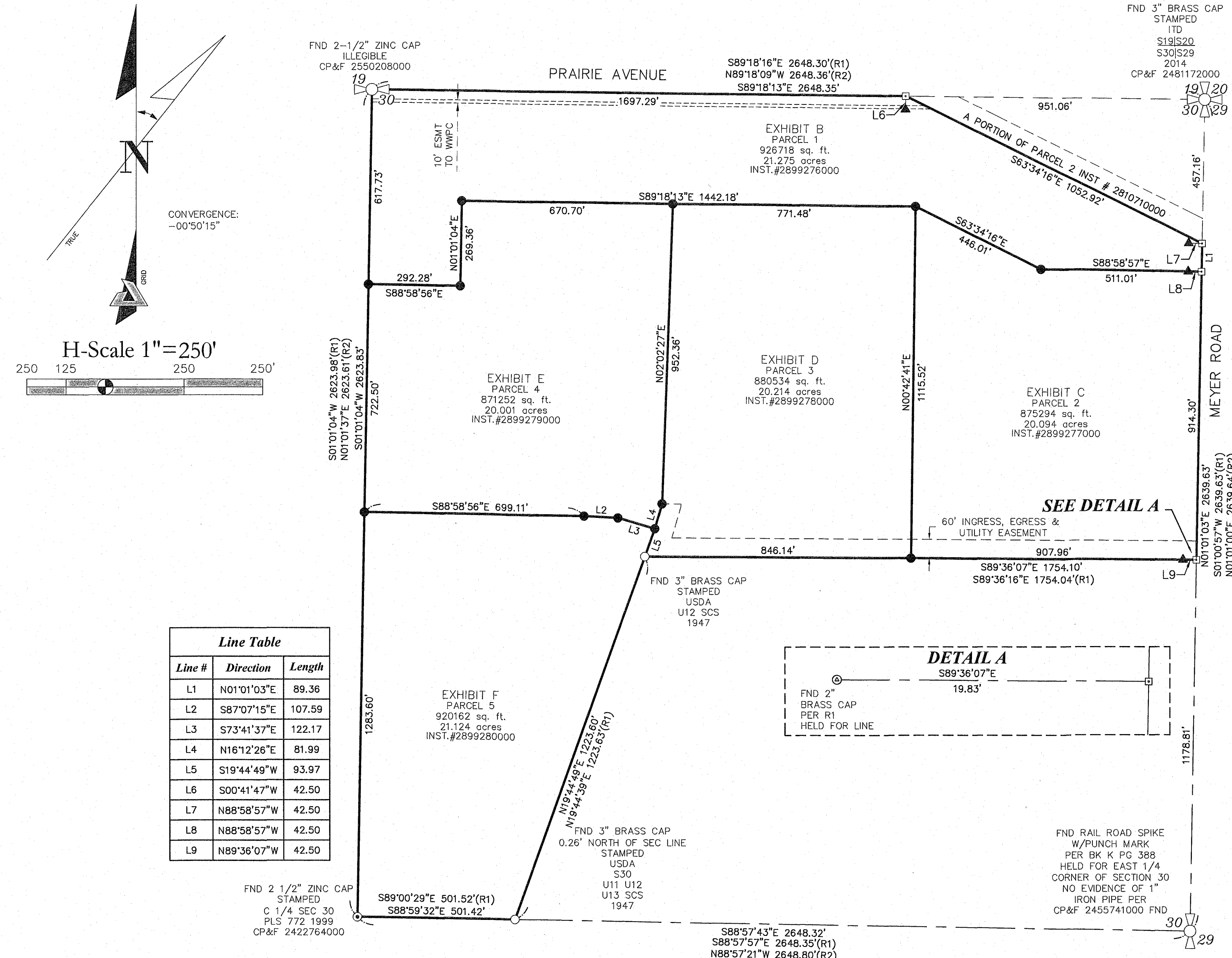
PROFESSIONAL LAND SURVEYOR
 REGISTERED
 8249
 STATE OF IDAHO
 JOSEPH E. HASSELL
 P.L.S. 8249
 DATE 5/10/2022

609 N. Calgary Court, Suite 7,
 Post Falls, Idaho 83854
 PHONE:(208)777-1854
 FAX:(208)777-2128
 www.acesolutions.pro



RECORD OF SURVEY
 KOOTENAI COUNTY, IDAHO

DRAWN BY: BLO	DATE: 4/11/2022	DWG NAME: 21-065_Free Split 1.dwg
CHECKED BY: JEH	SCALE: 1" = 250'	PROJ #: 21-065 SHEET 1 of 1



Line #	Direction	Length
L1	N01°01'03"E	89.36
L2	S87°07'15"E	107.59
L3	S73°41'37"E	122.17
L4	N16°12'26"E	81.99
L5	S19°44'49"W	93.97
L6	S00°41'47"W	42.50
L7	N88°58'57"W	42.50
L8	N88°58'57"W	42.50
L9	N89°36'07"W	42.50

NOTES

- RECORDED AND UNRECORDED DOCUMENTS, MAPS, DEEDS, PRESCRIPTIONS, VERBAL CONTRACTS AND EASEMENTS MAY EXIST THAT EFFECT THE MAPPED PARCEL(S) OF THIS DOCUMENT. NO ATTEMPT WAS MADE TO PLOT ANY OF THE AFOREMENTIONED. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY.

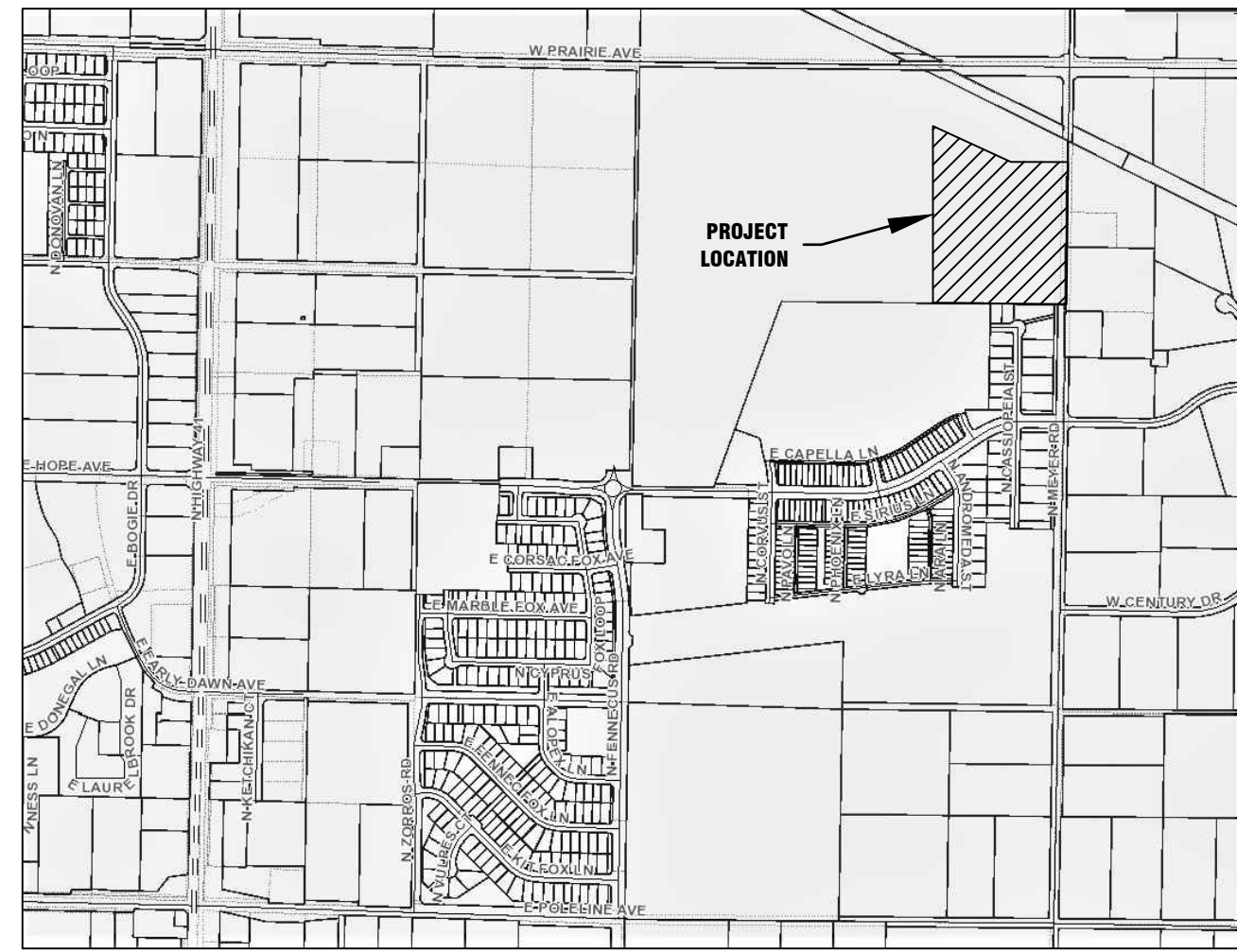
LEGEND

- FOUND 3" BRASS CAP USDA SCS 1947
- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 8249
- CALCULATED POINT, NOTHING FOUND OR SET
- ▲ SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 8249

Exhibit A

PARCEL EXHIBIT FOR CROSSROADS STORAGE

TAX #3146 IN SECTION 30, T51N, R4W, B.M., KOOTENAI COUNTY, IDAHO



VICINITY MAP
N.T.S.

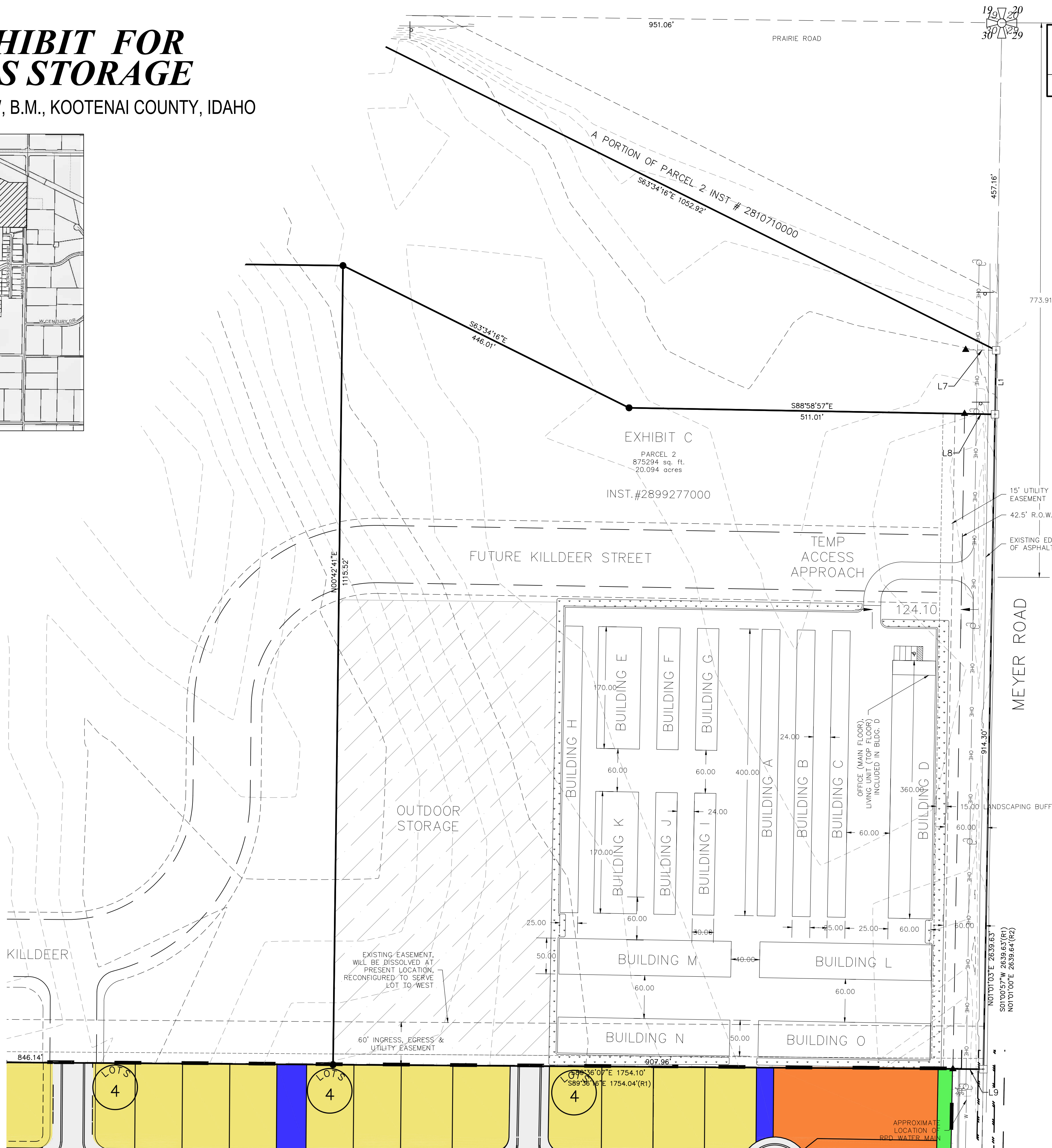
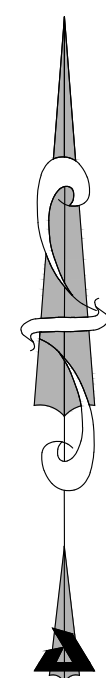
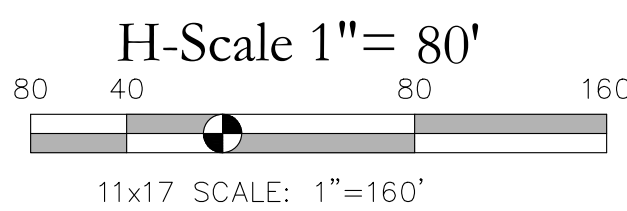
BUILDING SIZE LIST

BUILDING A:	10,000 SF (40 UNITS)
BUILDING B:	10,000 SF (40 UNITS)
BUILDING C:	10,000 SF (40 UNITS)
BUILDING D:	21,600 SF* (34 UNITS)
BUILDING E:	10,200 SF (50 UNITS)
BUILDING F:	5,100 SF (34 UNITS)
BUILDING G:	5,100 SF (34 UNITS)
BUILDING H:	10,000 SF (40 UNITS)
BUILDING I:	5,100 SF (34 UNITS)
BUILDING J:	5,100 SF (34 UNITS)
BUILDING K:	10,200 SF (50 UNITS)
BUILDING L:	12,000 SF (48 UNITS)
BUILDING M:	12,000 SF (48 UNITS)
BUILDING N:	12,000 SF (48 UNITS)
BUILDING O:	12,000 SF (48 UNITS)
OFFICE, LIVING (W/IN BLDG D):	1,200 SF EACH

TOTAL AREA: 150,400 SF (582 UNITS ~600 USED FOR TRIP GENERATION)
 SITE SIZE: 20.094 AC
 UTILIZATION: 17.18% (82.82% FREE)

* ADDRESS BUILDING SIZE IN RELATION TO FIRE CODES DURING BUILDING PERMIT PROCESS

NUMBER OF UNITS IS LISTED AS AN ESTIMATE AND IS SUBJECT TO CHANGE



NO BOUNDARY SURVEY

PROPERTY LINES SHOWN ARE APPROXIMATE. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY BY ACE SOLUTIONS.
 DATUM: NSRS 2011 IDAHO STATE PLANES, WEST ZONE
 CONTOUR INTERVAL: 5 FOOT MAJOR, 1 FOOT MINOR

PROPERTY INFORMATION:

PID: 51N04W-30-0900
 20.094 AC
 INST# 2899277000
 ZONING: AGRICULTURAL

OWNER INFORMATION:

VINCENT HUGHES
 9305 N GENACH RD
 SPOKANE, WA 99217
 CONTACT:
 MARK HUGHES
 208-719-1410

NOTE:
 THE PURPOSE OF THIS DRAWING IS TO SHOW THE PROPOSED MINI-STORAGE DEVELOPMENT ON MEYER ROAD FOR CONDITIONAL USE PERMIT REQUEST.

SHEET INDEX:

- T1 TITLE SHEET
- C1 UNIT DETAILS
- C2 EASEMENT EXHIBIT

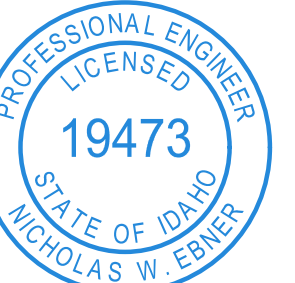
LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED 8798, OR AS NOTED
- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 8249
- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- MAJOR CONTOUR
- MINOR CONTOUR
- FENCE
- OHE OVERHEAD ELECTRIC LINE
- CONIFEROUS TREE
- DECIDUOUS TREE



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ORIGINAL ON FILE AT ACE SOLUTIONS



CROSSROADS STORAGE
PARCEL EXHIBIT
KOOTENAI COUNTY, IDAHO

MARK	DATE	DESCRIPTION

ISSUE DATE: 4/26/2023
 PLOT DATE: 4/27/23
 DRAWN BY: JM
 CHECKED BY: RJG
 DWG FILE: 21-065_MEYER
 PROJ. # PARCEL 21-065

SHEET TITLE:
PARCEL EXHIBIT

T1

Exhibit A

NO BOUNDARY SURVEY

PROPERTY LINES SHOWN ARE APPROXIMATE. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY BY ACE SOLUTIONS.

DATUM: NAD83 2011 IDAHO STATE PLANES, WEST ZONE
CONTOUR INTERVALS: 5 FOOT MAJOR, 1 FOOT MINOR



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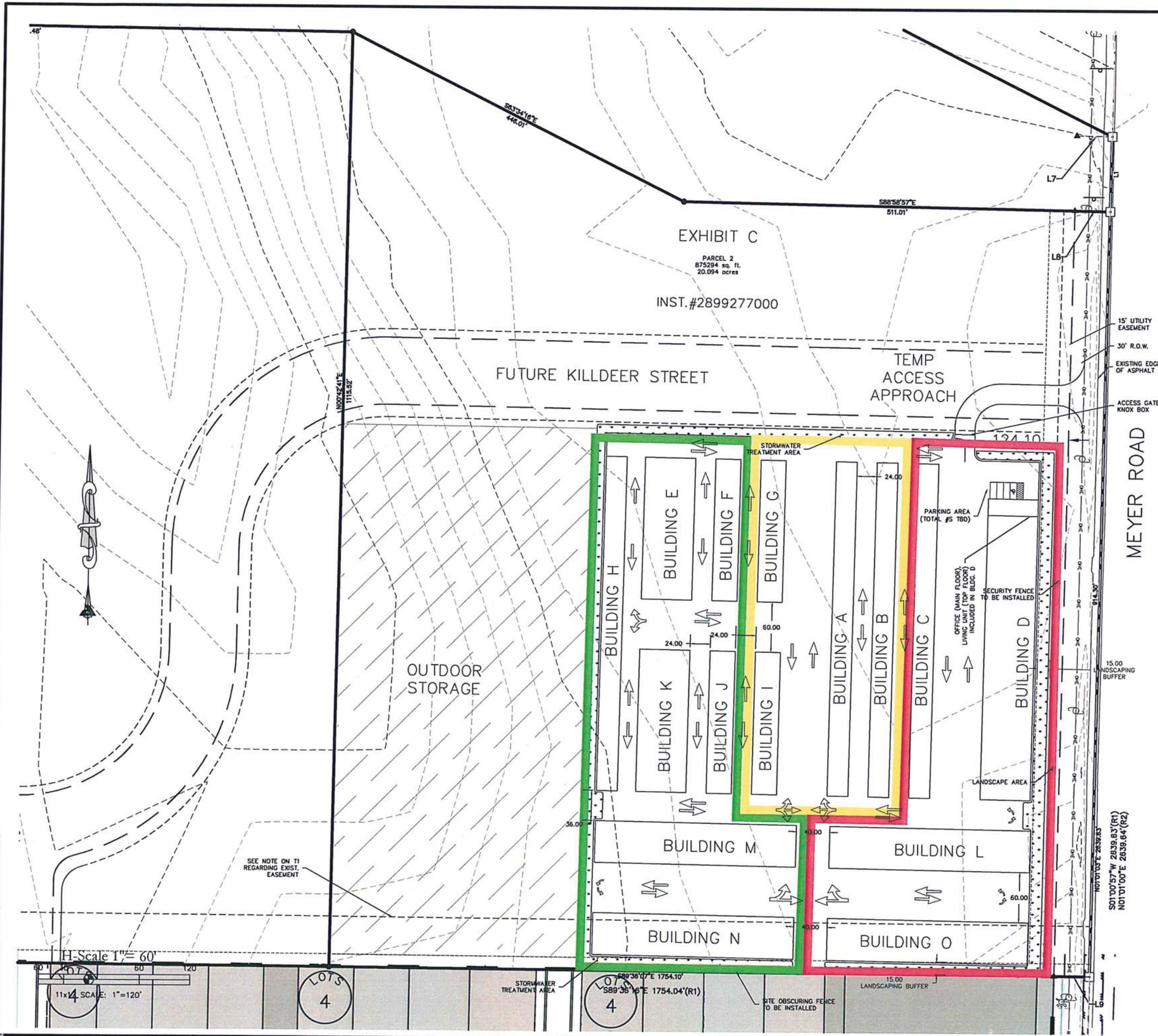
ORIGINAL ON FILE AT ACE SOLUTIONS



MEYER ROAD IMPROVEMENTS WILL OCCUR WITH PHASE 3 CONSTRUCTION.

- MEYER ROAD IMPROVEMENTS
- 1 1/2" WIDTH +10" PAVEMENT
 - 2 CURB & GUTTER
 - 3 ROADSIDE STORMWATER COLLECTION & TREATMENT
 - 4 SIDEWALK OR MULTI USE PATH
 - 5 STREET LIGHTING
 - 6 STREET FRONT LANDSCAPING

ROSS POINT WATER HAS A NEW 12" WATERMAIN IN PLACE.



MEYER ROAD

FUTURE KILLDEER STREET

EXHIBIT C

PARCEL 2
875294 sq. ft.
20.094 acres

INST.#2899277000

OUTDOOR STORAGE

TEMP ACCESS APPROACH

15' UTILITY EASEMENT
30' R.O.W.
EXISTING EDGE OF ASPHALT
ACCESS GATE, W/ KEYPAD, KNOX BOX

15.00 LANDSCAPING BUFFER

15.00 LANDSCAPING BUFFER

**Exhibit A
(Phasing Plan)**

- CONCRETE REBAR WITH YELLOW PLASTIC CAP MARKED B796, OR AS NOTED
- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS B249
- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- MAJOR CONTOUR
- MINOR CONTOUR
- FENCE
- ONE OVERHEAD ELECTRIC LINE
- CONIFEROUS TREE
- DECIDUOUS TREE
- PHASE 1
- PHASE 2
- PHASE 3

**CROSSROADS STORAGE
PHASE EXHIBIT
KOOTENAI COUNTY, IDAHO**

MARK	DATE	DESCRIPTION

ISSUE DATE: 7/7/2023
PLOT DATE: 7/11/23
DRAWN BY: JM
CHECKED BY: RJG
DWG FILE: 21-065_MEYER
PROJ # 21-065

SHEET TITLE:
PHASE DETAILS

P1

NO BOUNDARY SURVEY

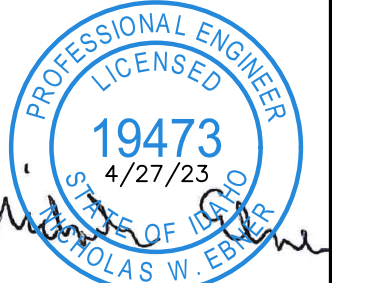
PROPERTY LINES SHOWN ARE APPROXIMATE. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY BY ACE SOLUTIONS.

DATUM: NSRS 2011 IDAHO STATE PLANES, WEST ZONE
CONTOUR INTERVAL: 5 FOOT MAJOR, 1 FOOT MINOR

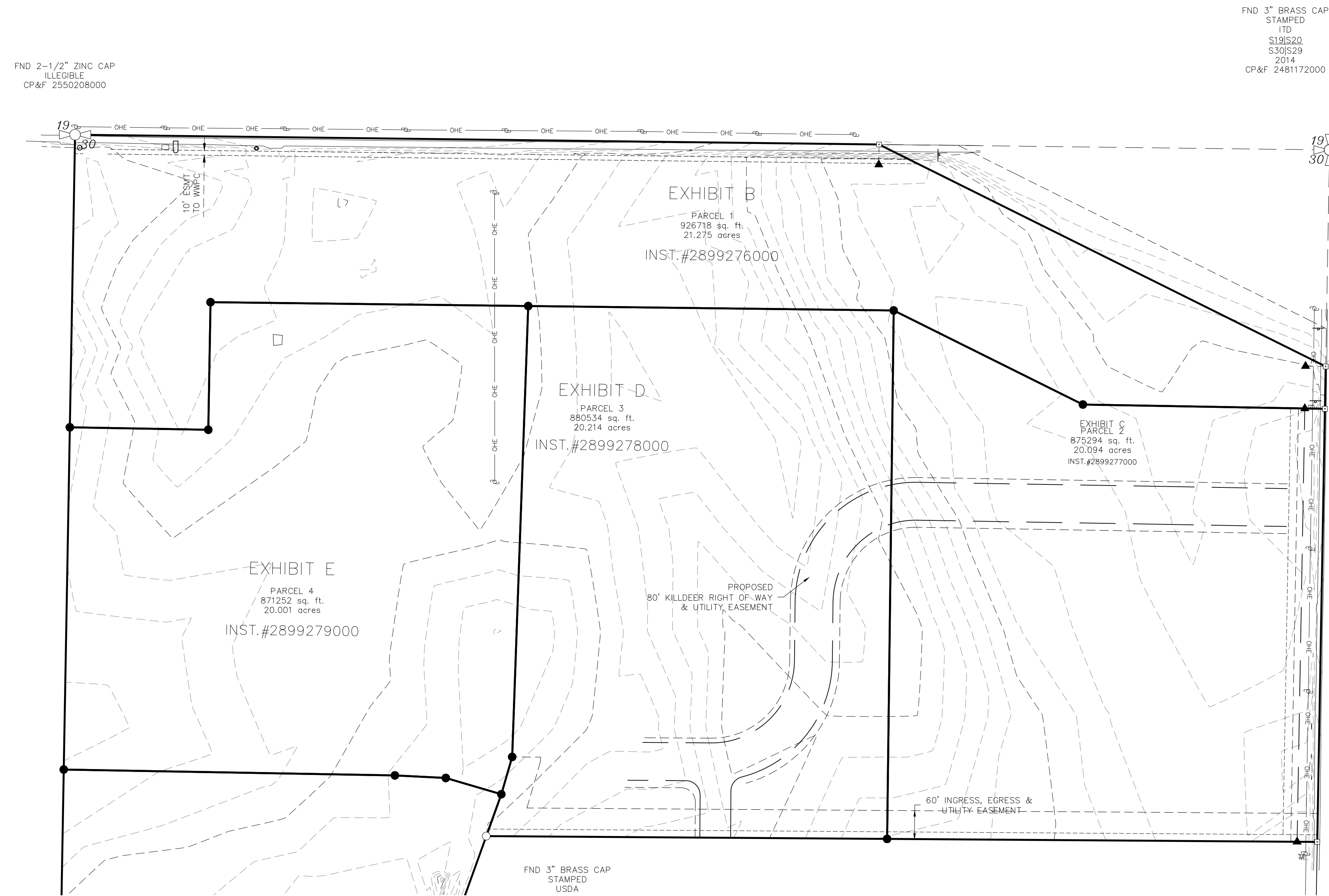


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ORIGINAL ON FILE AT ACE SOLUTIONS



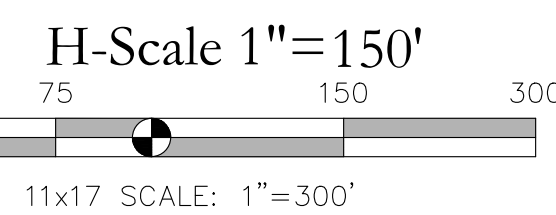
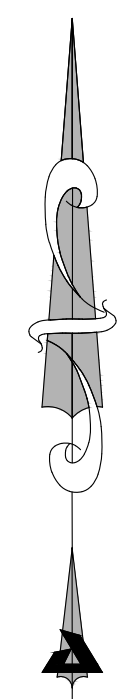
**CROSSROADS STORAGE
PARCEL EXHIBIT
KOOTENAI COUNTY, IDAHO**



EASEMENT EXHIBIT

LEGEND

- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED 8798, OR AS NOTED
- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED INC PLS 8249
- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- MAJOR CONTOUR
- MINOR CONTOUR
- FENCE
- OHE OVERHEAD ELECTRIC LINE
- CONIFEROUS TREE
- DECIDUOUS TREE



MARK	DATE	DESCRIPTION

ISSUE DATE: 4/26/2023
 PLOT DATE: 4/27/23
 DRAWN BY: JM
 CHECKED BY: RJG
 DWG FILE: 21-065_MEYER
 PROJ. # 21-065
 SHEET TITLE:
EASEMENT EXHIBIT

Exhibit A

C2

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/1/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Mark Brantl, Police Captain
SUBJECT: Elevate North School Resource Officer 3 year agreement

ITEM AND RECOMMENDED ACTION:

Agreement with Elevate North Academy for service provided by the Police Department for a School Resource Officer. This is a three year agreement for consideration

DISCUSSION:

Agreement includes reimbursement to the City of Post Falls for the services of a Police Officer during their school year

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

A similar agreement was reviewed in 2022 and approved.

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

ATTACHMENTS:

1. 2023.05.04 City of Post Falls - Elevate Academy North SRO Agreement

**Contract between
Elevate Academy North Charter School
and
The City of Post Falls, Idaho
For a
School Resource Officer Program**

THIS AGREEMENT made and entered into this 1st day of August, 2023, by and between Elevate Academy North Charter School, Kootenai County, State of Idaho, (hereinafter referred to as "EAN"), and The City of Post Falls, Idaho (hereinafter referred to as the "City").

WITNESSETH:

- A. The EAN and the City desire to provide law enforcement and related services to the EAN; and
- B. A School Resource Officer Program has been proposed for the EAN, as hereinafter described; and
- C. The EAN and the City recognize the potential outstanding benefits of the School Resource Officer program, to the citizens of Post Falls, Kootenai County, Idaho, and particularly to the students of the EAN; and
- D. WHEREAS the parties wish to exercise their authority and power, if necessary, to effectuate the proposes of this agreement in accordance with the authority of Idaho law as an Interagency Contract in accordance with the provisions of Idaho Code 67-2328.
- E. It is in the best interests of the EAN, and the City, and the citizens of Post Falls, Kootenai County, Idaho to establish this program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the EAN and the City hereby agree as follows:

ARTICLE I

Role of the School Resource Officer

A School Resource Officer Program is hereby established in the EAN, for thirty-six months from August 1st, 2023 to July 31st, 2026.

- iii. The SRO will encourage individual and small group discussions with students, based upon material presented in class to further establish rapport with the students.
- iv. When requested by the principal, the SRO will attend parent/faculty meeting to solicit support and understanding of the program.
- v. The SRO will make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature. Confidential information obtained will not be disclosed, except as provided by City & Police Department policy, law or court order.
- vi. The SRO will become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO will make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty and staff of the school.
- vii. The SRO will assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.
- viii. Should it become necessary to conduct formal police interviews with the students, the SRO will adhere to EAN policy, City & Police policy, and legal requirements with regard to such interviews.
- ix. The SRO will take law enforcement action as required. As soon as practicable, the SRO will make the principal of the school aware of such action. At the principal's request, the SRO will take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.
- x. The SRO will give assistance to other police officers and deputy sheriffs in matters

regarding his/her school assignments, whenever necessary.

- xi. The SRO will, whenever possible, participate in and/or attend school functions.
- xii. The SRO may be assigned investigations relating to the students attending the school to which the SRO is assigned.
- xiii. The SRO will maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit other reports of an instructional nature as required by his/her supervisor, the principal or school staff.

ARTICLE II

Rights and Duties of the City

The City will provide one regularly employed Police Officer to serve as a School Resource Officer at Elevate Academy North Charter School as follows:

A. Supervision

- a. The City will assign one full-time supervisor to oversee the SRO assigned above, and to perform scheduled or non-scheduled visits to the schools in the EAN.

C. Regular Duty Hours of SRO

- a. One officer will be assigned the primary duties as SRO at Elevate Academy North Charter School. The SRO will be assigned hours that cover the largest part of the school day. The SRO may be temporarily reassigned by the City during school holidays and vacations, or during a period of police emergency or staffing shortages.

D. Duties of SRO

- a. Instructional responsibility for SRO, in the Elevate Academy North Charter School.
 - i. The SRO may act as an instructor for specialized, short-term programs in the EAN, when invited to do so by the principal or members of the

faculty.

b. Additional duties and responsibilities of SRO.

- i. The SRO will coordinate all of his/her activities with the principals and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
- ii. The SRO will develop expertise in presenting various subjects to the students. Such subjects include a basic understanding of the law, the role of the police officer, and the police mission.
- xiv. The SRO will not act as a school disciplinarian, which is a responsibility of EAN. However, if an incident is a violation of the law, the SRO may then determine whether law enforcement action is appropriate in consultation with the principal.
- xv. SRO's are not to be assigned lunchroom duties, bus duties, as hall monitors or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
- xvi. SRO's may be required to do police functions unrelated to EAN as assigned by their supervisor.

E. In periods of extended school closures due to uncontrollable circumstances such as declared health and/or safety emergencies (i.e. communicable disease pandemics, civil unrest etc.), School Resource Officers may be temporarily reassigned within the police department but will remain available to their respective school administrator(s) for law enforcement related duties deemed a priority safety issue for students and/or staff.

F. If school administrators have no need for their assigned SRO during an extended school closure, this will be communicated and agreed upon in writing by both the police department and school district. The school district's contractual financial obligation to the City of Post Falls may be suspended until school resumes and SRO duties are re-established.

ARTICLE III

Rights and Duties of the EAN

EAN will provide the following materials and facilities for the SRO:

- A. Access to an air-conditioned and properly lighted private office containing a telephone for business purposes.
- B. A location for files and records that can be properly locked and secured.
- C. A desk with drawers, a chair, worktable, filing cabinet, and office supplies.
- D. A computer system and/or secretarial assistance.

ARTICLE IV

Financing the School Resource Officer Program

The EAN agrees to pay a total of \$ 70,000 per year as its share of the School Resource Officer Program for the duration of this agreement. EAN will pay quarterly: August 1, November 1, February 1, May 1.

ARTICLE V

Employment Status of School Resource Officer

SRO's remain employees of the Post Falls Police Department. The EAN and the City acknowledge that the SRO is subject to the Post Falls Police Department chain of command.

ARTICLE VI

Appointment of SRO's

- A. The selection and appointment of the SRO is the sole responsibility of the Post Falls Police Department. The Department will consider the officer's job knowledge, experience, training, education, appearance, attitude, communications skills and bearing.
- B. The SRO may be transferred out of the SRO program at any time as necessary for the operations of the Department due to promotion or other Departmental need.

Transfers during the school year will be avoided to the extent practicable. A replacement SRO will be appointed following a transfer.

ARTICLE VII

Dismissal or Replacement of SRO

- A. In the event, the school principal feels that the SRO is not effectively performing his or her duties and responsibilities, EAN will advise the Chief of Police, in writing, about the issue. The parties agree to meet and discuss the matter and determine if the issue can be resolved or whether a replacement SRO will be appointed.

- B. In case of the resignation, dismissal, reassignment, or long-term absences by the SRO, the City will provide a temporary replacement for the SRO within thirty (30) school days. The "SRO" unit supervisor or his/her designee will fill any vacancy and take responsibility for required duties until a full-time replacement can be selected. As soon as practicable, the City will assign a permanent replacement for the SRO position.

ARTICLE VIII

Termination of Agreement

This agreement may be terminated by either party upon ninety days (90) days' written notice to the other party. In the event, this agreement is terminated; the City will be compensated for the services of the SRO up to the date of contract termination. The City will issue a pro-rated refund for any funds paid to the City for SRO services beyond the contract termination date.

ARTICLE IX

Notices

Any and all notices or any other communication required under this agreement will be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid, and addressed as follows:

<p>Marita Diffenbaugh, Principal Tony Prka, Vice Principal Elevate Academy North Charter Administrators 3716 E. Killdeer Ave. Post Falls, Idaho 83854</p>	<p>Greg McLean, Chief of Police Post Falls Police Department 1717 E. Polston Avenue Post Falls, Idaho 83854</p>
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ARTICLE X

Good Faith

The parties agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police, or their designees.

ARTICLE XI

Modification

This document constitutes the full understanding of the parties. In addition, no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document will be binding unless made in writing and signed by the parties.

ARTICLE XII

Non-assignment

This agreement, and each covenant herein, may not be assigned to another entity without the express written consent of the other party.

ARTICLE XIII

Duplication

This agreement may be executed in two (2) counterparts. Each counterpart will be deemed an "original."

ARTICLE XIV

Merger

This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

ARTICLE XV

Venue and Choice of Law

The sole and exclusive venue for any disputes arising out of this agreement will be in the First Judicial District of the State of Idaho in Kootenai County. This agreement will be interpreted in accordance with Idaho law.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Elevate Academy North

City of Post Falls



EAN Charter Administrator, Principal

Ronald G. Jacobson, Mayor

ATTEST:

EAN Board of Director, Chair

Shannon Howard, City Clerk

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/1/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: John Beacham, Public Works Director
SUBJECT: Amendment to Agreement with Bernardo Wills for City Hall Architectural Services

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, the City Council approves and authorizes the Mayor to sign the Additional Services Agreement with Bernardo Wills.

DISCUSSION:

Bernard Wills have been contracted to provide architectural services for a remodel of City Hall. In the process of this remodel design, opportunities were identified to improve building security, to improve future project phasing, and to improve public access to City Hall. Additional services by the architect are requested to evaluate the feasibility of moving the basement conference room, which is often used for public meetings, to the second floor and to remodel the Finance Department to accommodate this change. This would more fully utilize what is currently a lobby and customer service counter space. The customer service functions are now largely completed in the rotunda. Future changes to the rotunda, including the addition of a family restroom and expanded customer service opportunities, will also be considered.

This amendment allows the City to strategically invest in the current remodel effort in order to best position for future needs and to establish a long-term plan for citizen interaction at City Hall.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

March 21, 2023 - Contract for Architectural Services

APPROVED OR DIRECTION GIVEN:

Contract with Bernardo Wills approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this project comes from the Capital Facilities Maintenance budget. The increased cost is 8,510.25.

BUDGET CODE:

001-481.0000.62040

ATTACHMENTS:

1. 23-01-017 Post Falls City Hall Fee Proposal Modification #1
2. Approved Contract with Bernardo Wills

Date:	07/20/2023
To:	John Beacham, City of Post Falls Public Works Director
From:	Licia LeGrant - Associate
Project:	Post Falls City Hall Remodel
	Post Falls, Idaho
BW Project No.:	23-01-017

We are pleased to offer the following fee proposal for **additional services** for architectural and engineering services for your project.

This Amendment is governed by the original signed Fee for Proposal Services dated March 3, 2023, and all Terms and Conditions from the original contract apply to this Amendment.

Project Description

As a result of a feasibility study completed by the City of Post Falls in 2022, the City would like to further investigate recommendations of the feasibility study. This project is to include space planning and design services for various spaces within the existing 3-Story, +/- 65,000 SF Post Falls City Hall. The project includes evaluating existing spaces and the needs and functions of the various departments, developing space plans accommodating future growth, and providing acoustic and security recommendations.

Changes to the Scope of Work

Changes to the scope of services include the following:

Architectural Services:

- Additional time required to evaluate the existing space needs and functions as well as space planning and design of new office and workstation layouts for the Finance Department.
- Additional time and effort required to evaluate the building conditions and to space plan the main floor family restroom.
- Additional time and effort required to space plan 2nd floor conference room.

Changes to the Contract Sum

Phase/Tasks	Description	Fee
Additional Services (Arch)	See above	\$ 8,510.25
Total Authorization		\$ 8,510.25

Changes to Terms and Conditions

None

Bernardo Wills

Acceptance

We acknowledge that the previously provided BW Contract Terms and Conditions including “BW Corporate Responsibility,” “General Liability and Limitation Thereof,” and “Professional Liability and Limitation Thereof” also apply to this Amendment.

Please signify your agreement to this Fee Modification with your signature and return a copy for our records by email to:

- Project Manager: Licia LeGrant @ llegrant@bwarch.com

Bernardo Wills is authorized to begin the work as proposed.

Bernardo Wills

Accepted by City of Post Falls

(Signature)

(Signature)

Licia LeGrant - Associate
(Print Name/Title)

(Print Name/Title)

07/20/23
(Date)

(Date)

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Public Works Department
408 N. Spokane Street
Post Falls, ID 83854

City Project Manager: John Beacham, Public Works Director. Phone: (208) 457-3374.
Email: jbeacham@postfalls.gov

CONSULTANT:

Bernardo Wills Architects
153 S. Jefferson Street, Spokane, WA 99201
Firm Project Manager: Licia LeGrant, [Commercial Sector Manager]. Phone: 5098384511
Email: llegrant@bernardowills.com

THIS AGREEMENT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "City," and Bernardo Wills Architects having offices for the transaction of business at 153 S. Jefferson Street, Spokane, WA 99201 hereinafter referred to as the "Consultant" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, the city desires to obtain architectural design services, within the City; and

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

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

ARTICLE 1. SUBJECT AND PURPOSE

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

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

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

2.2. **SCOPE/STATEMENT OF WORK:** The Consultant will provide the professional services described in the Scope of Services attached hereto as **Exhibit "A"**, which is incorporated herein by

reference. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or their representative.

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

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

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

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

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid on a lump sum and hourly rate based on the category of work and, when applicable, the rates listed in the Budget section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$81,310.00 Dollars without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

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

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

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

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

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

ARTICLE 4. INSURANCE

4.1. INSURANCE: The Consultant will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed, or altered without forty-five (45) days prior notice submitted to the City. The policy must be endorsed and the certificate must reflect that the City of Post

Falls is named as an additional insured on the Consultant's general liability policy with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls Public Works Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

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

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

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

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

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

ARTICLE 5. CONTRACT TERMINATION

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

5.2. TERMINATION BY CITY: This Agreement may be terminated by the City with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault

of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Consultant that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant, must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

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

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

ARTICLE 6. INDEMNIFICATION

6.1. CONSULTANT TO INDEMNIFY CITY: The Consultant agrees to indemnify, defend (at the city's sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Consultant performed under this Agreement by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend (at the city's sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Consultant's actual, proportional indemnity obligation as determined by a court of law.

6.2. PROFESSIONAL LIABILITY: The Consultant's professional liability to the City (including Consultant's officers, directors, employees, and agents) is limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Consultant's services under this Agreement and any continuation or extension of such services.

6.3. U.C.C., LIENS, ETC. The Consultant's indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or

contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

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

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

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

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option), the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising

out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City, or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

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

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

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

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement

become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

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

1. Change Orders; and
2. This Agreement; and
3. Exhibit "A" Scope of Work; and
4. Exhibit "B" Nondiscrimination Requirements; and
5. Consultant response to the Request for Qualifications.

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

[Handwritten Signature]

Ronald G. Jacobson, Mayor

ATTEST:

BY: *[Handwritten Signature]*

Shannon Howard
City Clerk

Date: March 21, 2023

 Digitally signed by Licia LeGrant
DN: C=US,
E=llegrant@bwarch.com,
O=Bernardo Wills Architects, CN=Licia LeGrant
Date: 2023.03.09 13:38:04-08'00'

CONSULTANT

Licia LeGrant, [Commercial Sector Manager]
Bernardo Wills Architects

Date: March 9, 2023

Washington)
State of Idaho)
 : ss
County of Spokane)

On this 9th day of March, 2023 before me, a notary for the State of Idaho, personally appeared Licia LeGrant who, being by me first duly sworn, declared that they is a [Commercial Sector Manager] of Bernardo Wills Architects that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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

[Handwritten Signature]

Notary Public for the State of Idaho
Residing at: Leavenworth WA
My Commission Expires: 02/01/2023

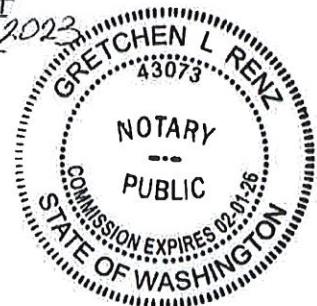


Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

Date:	3/9/2023
To:	John Beacham, City of Post Falls Public Works Director
From:	Licia LeGrant, Commercial Sector Manager
Project:	Post Falls City Hall Remodel
	Post Falls, Idaho
BW Project No.:	23-01-017

Based on our work to date and our experience with similar projects we have completed, Bernardo Wills (BW) is pleased to offer the following fee proposal for professional services.

Project Description

As a result of a feasibility study completed by the City of Post Falls in 2022, the City would like to further investigate recommendations of the feasibility study. This project is to include space planning and design services for various spaces within the existing 3-Story, +/- 65,000 SF Post Falls City Hall. The project includes evaluating existing spaces and the needs and functions of the various departments, developing space plans accommodating future growth, and providing acoustic and security recommendations.

Basic Design Services Scope of Work

Phase I: Improvements

The scope of work listed below includes Schematic Design, Design Development, Construction Documents and Bidding Phases as described under Description of Basic Services. This phase includes various scopes of work as described below:

1. Legal and Admin. Service Space Planning: Evaluating existing space needs and functions, space planning and design of new office and workstation layout for the Legal and Administrative Services.
2. Council Chambers: Design of improvements to the Council chambers including new lectern for community presentations/speakers, minor casework reconfigurations, and minor electrical work.
3. Security Improvement Plan: Evaluation of both private and public movement through the existing facility to help identify and create a general security improvement plan for the building. Identifying security concerns and propose solutions to secure office spaces from public spaces. Scope to include new access control doors, sight line or camera improvements for the reception office and reviewing emergency egress and records security on the second floor. Low voltage, security camera, access control design excluded and to be designed by Owner's Vendors.

Phase II: Rotunda Design

The scope of work listed below includes Schematic Design only. This phase includes the scope of work as described below:

1. Investigate acoustic issues in the rotunda space to include:
 - a. Rotunda Reverberation Analysis and recommendations by Acoustical Engineer
 - b. Sound Isolation analysis and recommendations by Acoustical Engineer
2. Develop preliminary design ideas for central customer service area to include a preliminary floor plan study.
3. Develop preliminary design concepts for the rotunda as a community space to include a preliminary floor plan study and 3D renderings.

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Phase III: Space Planning

The scope of work listed below includes Schematic Design only. This phase includes the scope of work as described below:

1. Evaluate existing space needs and functions for Community Development Dept. to create a more efficient configuration and accommodate future growth.
2. Develop preliminary space plans based on evaluation for the Community Development Department.

Deliverables

Phase I:

- Floor Plan Studies (2 options + 1 revision)
- Security Plan Studies (1 option + 1 revision)
- Design Review (60%) Set prior to finalizing Permit/Bid Set
- 100% Bid/Permit Set

Phase II:

- Acoustic Investigation Analysis and Recommendations
- Floor Plan study for customer service area (2 Options + 1 Revision)
- Preliminary Design Concept (2 Options + 1 Revision)

Phase III:

- Floor Plan Studies (2 Options + 1 revision)

Description of Basic Services

Professional services are typically provided in phases beginning with simple preliminary work to determine the project scope and moving towards more detailed design work and technical drawings for permits, pricing, and construction.

Basic services shall conclude upon approval of Bernardo Wills' work by the authority having jurisdiction. For projects that do not include permit actions, basic services shall conclude upon receipt of deliverables as subscribed in the scope of work above.

1. Schematic Design Phase: Preparation of drawings and sketches including site plan, floor plan diagrams, perspective sketches and massing models to describe the size, scale, and character of the project. This phase also includes meeting with owner and various city departments to obtain preliminary input and approvals.
2. Design Development Phase: Based on the approved schematic design phase work, preparation of more detailed drawings to further define the size, scope, and character of the project including finalizing building floor plans, reflected ceiling plans, and interior design including colors and materials. This work to include mechanical, and electrical engineering design (if required).
3. Construction Documents Phase: Based on the approved design development phase work and preparation of construction documents including structural, mechanical and electrical engineering, (if required) and technical specifications setting forth in detail the quality levels and performance criteria of materials and systems. Construction documents will be suitable for construction bidding and building permit.
4. Bidding Phase: Bidding services as described herein are for the design team to continue to provide services during the contractor selection phase of the project. Services may include issuing documents to bidders and plan centers, responding to bidder questions, preparing addenda as required and assisting the owner in evaluating bids or proposals.

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Compensation for Basic Services

In addition to any fees previously invoiced, we propose a stipulated sum fee plus reimbursable expenses as detailed in the attached Fee Summary.

Optional Services

1. Construction Phase Services: Construction phase services as described herein are for the design team to continue to provide services during the construction phases of the project. Services may include shop drawing and submittal review, site visits by the design team, responding to the contractor's requests for additional information, processing the contractor's monthly payment applications, and assisting with project closeout. The need for construction phase services can vary based on the contractor, subcontractors, regulatory agencies, tenants, and other circumstances beyond our control. This phase of the work can be expanded, reduced, or eliminated, or done on as-requested/as-needed basis with an estimated budget in accordance with our standard hourly rate schedule.
2. Furniture Design/Coordination: This task includes time required to select furniture, finishes and coordination with Owner's furniture vendor.
3. Site Visit and In-person Assessment by Acoustical Engineer (if required)

We have detailed an estimated budget for these optional services in the attached Fee Summary.

Additional Services not Included in Basic Services

The following work is not included as part of the basic services, but can be added if necessary:

- Revising previously completed or approved work as requested by owner or potential tenants.
- Design work beyond phase as described above (i.e. Construction Documents, Permit Documents).
- Construction cost or budgeting estimates
- 3D Renderings, special graphics, presentation drawings, marketing brochures, or lease exhibits
- Multiple bid packages or permit submittals
- Certifications, inspections, or testing required by agencies having jurisdiction.
- Site visits by the architect or engineers beyond unless noted otherwise.
- Preparation of record drawings (construction completion)
- Specialized consultants (i.e., building envelope, structural, accessibility etc.)
- Relocation management (design related to relocation)
- LEED or "Green Architecture" design

Hourly Charges

The following hourly rates shall be used when a portion of the fee is to be charged on an hourly basis or if we are requested to perform additional work. For fees based on an hourly rate, we will provide time reports to substantiate hours.

Position	2023 Hourly Rates
Department Manager	\$240.00
Sector Manager	\$225.00
Associate	\$215.00
Professional Grade V	\$210.00
Professional Grade IV	\$200.00
Professional Grade III	\$190.00
Professional Grade II	\$175.00
Professional Grade I	\$160.00
Emerging Architecture Professional	\$145.00
BIM Technician III	\$145.00

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Position	2023 Hourly Rates
BIM Technician II	\$125.00
BIM Technician I	\$110.00
Project Administrator	\$100.00

Schedule

Estimated project timelines per Phase. It is assumed that Phases can occur concurrently or in order depending on the needs of the client.

- Phase I: Improvements (7-8 weeks)
- Phase II: Rotunda (6-8 weeks)
- Phase III: Space Planning (4-6 weeks)

Reimbursable Expenses

Within our fee we have allowed for travel within 50 miles of our office and printing of drawings and reports for our own use or for distribution to our consultants. All other expenses are not included in the proposal and will be reimbursed by the client at cost. Reimbursable expenses include:

- Incidental fees paid to regulatory agencies for applications, etc.
- Printing and overnight shipping.

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FEE SUMMARY		
BW Project No.:	23-01-017	
BW Project Title:	Post Falls City Hall Remodel	
Project Manager:	Licia LeGrant/Michelle Widner	
Date:	3/9/2023	
Phase/Task	Task Fee	Phase Fee
Phase I: Improvements		\$ 33,150.00
Scoping/Fee Development/Schedule	\$ 2,300	
Create/Verification of As-builts	\$ 1,500	
Design Phase	\$ 8,250	
Construction Documents Phase	\$ 11,950	
Bidding Phase	\$ 3,650	
Consultants		
Mechanical	\$ 3,300	
Electrical	\$ 2,200	
Phase II: Rotunda Design		\$ 19,740
Acoustic Investigation Coord./Product Selection	\$ 2,500	
Rotunda Design Concepts	\$ 5,800	
Consultants		
Acoustical Engineer	\$ 11,440	
Phase III: Space Planning (Community Development Dept.)		\$ 6,800
Dept. Interviews/Space Planning	\$ 6,800	
Total Fee for Basic Services (Stipulated Sum)		\$ 59,690
Optional Services: Construction Services		\$ 12,000
Phase I - Construction Services (BW)	\$ 8,200	
Phase I - Site Visits (BW)	\$ 1,800	
Consultants		
Mechanical	\$ 1,000	
Electrical	\$ 1,000	
Optional Services: Acoustic Engineer (Site Visit)		\$ 4,620
Phase II - Site Visit/In Person Investigation (Acoustic Eng)	\$ 4,620	
Optional Services: Furniture Selection/Coordination		\$ 5,000
Phase I - Furniture Selection/Coordination	\$ 5,000	
Total Fee for Optional Services (Estimated NTE billed hourly)		\$ 21,620
Total Fee for Services		\$ 81,310

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/1/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Montrose 16th Addition Plat

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the Montrose 16th Addition 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

ATTACHMENTS:

None

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 8/1/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Post Falls Festival Review

ITEM AND RECOMMENDED ACTION:

N/A

DISCUSSION:

N/A

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

None