



**CITY COUNCIL
MEETING AGENDA**

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

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. North Channel Rehab - Avista

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**

- a. Safe Passage Presentation

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 – October 17, 2023 City Council Meeting

- b. Payables October 10, 2023 - October 30, 2023
- c. Boyd's Landing Subdivision Plat Application
- d. Kootenai County Public Transportation Agreement
- e. August Cash and Investments
- f. Nagra Annexation Development Agreement
- g. Black Bay LWCF Grant Acceptance
- h. North Crown Zone Change Agreement
- i. Thompson Annexation Agreement
- j. Crack Sealer replacement
- k. Compact Excavator Purchase for the Urban Forestry Division
- l. Hargrave-Hathawy Annexation Agreement File No ANN-22-8
- m. Nagra Annexation File No. ANN-22-11 Grant of Right-Of-Way
- n. Nagra Annexation File No. ANN-22-11 Grant of Easements

2. PUBLIC HEARINGS

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

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Ordinance - Snow Removal

- b. Ordinance - Development Agreement Text Amendment TA-23-1
- c. City Hall Remodel – Amendment #2 to contract with Bernardo Wills
- d. Wastewater Service Truck Procurement
- e. Ordinance - Nagra Annexation File No. ANN-22-11.

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. Zoning Information Handout Presentation
- b. 2022 Impact Fee Report

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)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.

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**

**October 17, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Historical Society Discussion

ROLL CALL

Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Kenny Shove, Mayor Jacobson - **Present**

Lynn Borders - **Excused**

Kim Brown from the Historical Society spoke about the importance of the Historical Society in Post Falls. They are asking for support of the volunteer group and the preservation of the Chaplin building. City staff would like to focus on the cost of the upkeep of the building. The start of that would be a new lease that would outline the responsibilities of the City and what would be the Historical Society on the upkeep of the building. This information will come back to the Council for review at a later date.

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

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

Lynn Borders-**Excused**

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

- a. Proclamation - Domestic Violence Awareness Month

- b. Proclamation - Careers In Construction Month

c. Residential fall clean-up is Saturday, October 28th. Pick up will be one day city-wide. Items must be placed at the street by 6:00 am. All items must be bagged, bundled or in a garage cart. Items must not exceed 4 ft. in length and 4 ft. in width.

d. We invite you to stop by City Hall on Halloween from 3 to 5 pm for trick-or-treating.

e. Election Day is Tuesday, November 7th. To find your polling place and other election information visit Kootenai County's website, kcgov.us/elections.

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – September 19, 2023, City Council Meeting
- b. Minutes - September 26, 2023 Special City Council Meeting
- c. Minutes - September 27, 2023 Special City Council Meeting
- d. Payables September 12, 2023 - October 9, 2023
- e. July Cash and Investment Reports
- f. Joint Powers Subscriber Agreement with ICRMP
- g. Haycrop Commercial Park Addition Subdivision Construction Improvement Agreement
- h. Satre Estates Subdivision Plat Application
- i. Police Department Direct Multi Node VIPER System Contract

Motion by Malloy to approve the Consent Calendar as presented.

Second by Ziegler.

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

2. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the

Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

- a. Development Agreement Text Amendment File # TA-23-1

Public Hearing opened at 6:06 pm.

Staff Report/Applicant

Jon Manley, Planning Manager presenting: The City requires a development agreement, pursuant to Idaho Code section 67-6511A, for all requests to zone property to the Technology Community Commercial, or Residential Mixed Zone and in conjunction with all requests for annexation and zoning of property. Additionally the City may require a development agreement as a condition of approving a rezone request. When required, the development agreement must be signed by the property owner and returned to the City within six months of the City Council granting annexations and/or rezone, the change would extend that time period to twelve months.

Testimony

In Favor-None

Neutral -None

In Opposition -None

Public Hearing Closed at 6:09 pm

**Motion by Malloy to approve the Development Agreement Text Amendment File #TA-23-1.
Second by Walker.**

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

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Purchase of Four Replacement Henke Gated Loader Plows

Ross Junkin, Maintenance Manager presenting: The existing loader plows are now five years old and are in need of replacement. The new plows have been redesigned and are structurally more sound. Some of the old plows will be kept as backup. The cost per plow is \$36,462.92. For four plows it will be \$145,851.68. The funds for this are in the FY2024 budget.

Motion by Malloy to approve the purchase of Four Replacement Henke Gated Loader Plows.

Second, by Walker.

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

Motion Carried

- b. North Crown Zone Change Ordinance File # ZC-22-7

Motion by Thoreson to place the Ordinance North Crown Zone Change File # ZC-22-7 on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CHANGING THE ZONING CLASSIFICATION FOR THE LANDS DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM PUBLIC RESERVE (PR) TO RESIDENTIAL MIXED (RM). PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THE CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUPERSEDED; AND PROVIDING AN EFFECTIVE DATE.

Motion by Thoreson to approve Ordinance North Crown Zone Change File #ZC-22-7 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

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

Motion Carried

- c. Thompson Satchwell Annexation Ordinance File # ANNX-22-14

Motion by Thoreson to place the Ordinance Thompson Satchwell Annexation File # ANNX-22-14 on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ANNEXING APPROXIMATELY 283.60 ACRES; PARCEL 1: THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; TOGETHER WITH THE NORTH 40 FEET OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 25' THEREOF, PARCEL 2: THAT PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; TOGETHER WITH THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 23,

TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND ZONING THE ANNEXED PROPERTY PUBLIC RESERVE (PR), COMMUNITY COMMERCIAL MIXED (CCM), MEDIUM DENSITY RESIDENTIAL (R2), AND SINGLE FAMILY RESIDENTIAL (R1) PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

Motion by Thoreson to approve the Ordinance Thompson Satchwell Annexation File # ANNX-22-14 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

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

Motion Carried

d. Implementation of Facilities Needs Assessment/Master Plan

John Beacham, Public Works Director, presenting: In June 2023, a discussion was held regarding funding options for future facilities needs. In this discussion, the City Council expressed a priority of investing in long-term facilities vs. short-term improvements with less lasting value. It was suggested that a bond be investigated to fund one or more facility projects. Bond financing is a tool available to municipalities in Idaho. For general fund projects, general obligation (GO) bonds are used, as opposed to a revenue bond for a business-like enterprise such as a water or wastewater utility. A GO bond requires a vote of 66% and 2/3 in the general election. If approved, the municipality is authorized to borrow the approved funds from a bank or the broader bond market. The citizens of the municipality then fund the annual bond payments with a new tax levied in addition to their annual property taxes. Costs include payments to an attorney specializing in bond financing for the government (Bond Council), costs for providing material information to the community, and costs associated with fees and interest charged on the bond itself. Cost information was obtained through discussions with the City's bond counsel and financial advisor.

Instead of a bond, staff recommend the following strategies:

- Continue to dedicate one-time revenues, such as rebates from Urban Renewal and unspent funds in annual budgets, to the facilities funds.
- Consider a small tax increase (less than required for a bond payment) to fund ongoing facilities needs. This would cost less to the taxpayers both in terms of the required amount and in avoiding the need for the costs of the bond itself.
- Develop an outreach program to continually update the community on the state of the city's facilities. This will help to inform the public in the future, if a bond is required at some later date to meet a pressing need or opportunity. The facilities plan does call for a significant bond to be considered in the 2040s to fund major facility upgrades.

e. Well House 11 - Additional Services Agreement with J-U-B Engineers

Jaxon Fleshman, Project Manager presenting: This additional services with JUB Engineers accounts for the additional Construction Management Services (CMS) that are needed to complete the construction of the New Well House. The additional services are required as a result of a delay in equipment delivery, preventing completion of the project. The extended project schedule is attributed to delays in the supply and delivery of equipment, specifically the new well pump. These delays have resulted in the resequencing of work activities onsite, specifically those requiring oversight and inspections by the City's engineering consultant. As a result, this delay represents a change to the original scope of services with JUB. Project completion is anticipated by the end of 2023. Funding will come from the City's Well House 11

Fund. City staff will utilize the \$11,600 in management reserve to partially fund the \$25,600 request. Council approval is for the difference of \$14,000, plus a \$5,000 contingency for unforeseen events or project changes that will benefit the water system.

Motion by Malloy to approve the Well House 11 - Additional Services Agreement with J-U-B Engineers.

Second by Ziegler.

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

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

- a. Well 4 Rehabilitation Engineering and Construction Management Services

Jaxon Fleshman, Project Manager presenting: The 2018 Water System Master Plan identified the need to rehabilitate aging water supply infrastructure to increase system capacity and reliability. The Well 3 and Well 4 wells and well houses were identified as priority projects to ensure supply capacity meets demand requirements. The rehabilitation of Well 3 was completed in late 2021 allowing for design work on the Well 4 project to move forward. The original Well 4 well and well house were completed in 1974 making it the City's oldest currently operating well. The Post Falls Parks Department and Community Development will be included in the design process to ensure the final design meets the needs of all impacted stakeholders. The project schedule is for design through the remainder of 2023, bidding in early 2024, and construction to begin when the necessary construction materials can be procured. Funding for this project will come from the Well 4 Replacement budget. Payment for work outlined in the proposed scope is not to exceed \$352,400. In the event additional tasks are required, the Public Works Director is authorized to direct the use of Taks 300, Management reserve Fund, up to the amount of \$20,000. The total requested amount for Council approval is \$372,400.

Motion by Malloy to approve the Well 4 Rehabilitation Engineering and Construction Management Services.

Second by Walker.

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

Motion Carried

- b. Snow Removal Ordinance and Enforcement Policy

John Beacham, Public Works Director, presenting: The overall goals for this ordinance are to provide clarity regarding sidewalk snow removal requirements, document the city's plan to meet ADA snow removal requirements, and to facilitate enforcement in rare instances when it is necessary. Staff is recommending the ordinance saying that every owner or lessee of real property abutting a sidewalk must remove any snow, slush, or ice that accumulates on the sidewalk or pedestrian path, including curb ramps, abutting their property within forty-eight

hours following any storm causing the accumulation of snow, slush, or ice or within twenty-four hours after receiving an official warning from the City requiring that the snow, slush, or ice be removed. The enforcement policy developed would be complaint driven, initial response would be discussion and education. Citations for willful/malicious non-compliance or repeated issues and provisions for discretion when not feasible.

5. CITIZEN ISSUES

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Bob Flowers: Wanted to know if there was any regulations on short term rentals.
Mr. Flowers was told that we have none.

6. ADMINISTRATIVE / STAFF REPORTS

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None

7. MAYOR AND COUNCIL COMMENTS

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ACTION ITEMS:

- a. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss legal ramification of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.

Motion by Thoreson to enter into Executive Session pursuant to Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss legal ramification of and legal options for pending litigation, or controversies not yet likely to be litigated, further that no action will be taken during the session and that the session will last approximately 15 minutes.

Second by Malloy.

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

Motion Carried

Entered Executive Session at 6:57 pm.
Exited Executive Session at 7:04 pm.

RETURN TO REGULAR SESSION

a. **ACTION ITEM**

To authorize legal enforcement action in regards to Project Delta.

**Motion by Thoreson to authorize legal enforcement action in regards to Project Delta.
Second by Malloy.**

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

ADJOURNMENT

7:04 PM

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: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Gracie Ficca, CSR/AP
SUBJECT: Payables October 10, 2023 - October 30, 2023

ITEM AND RECOMMENDED ACTION:

Check Run 11.7.23

DISCUSSION:

Check Run 11.7.23

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

2253164.70

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval 11.8.23
2. Hand Checks 11.7.23

Post Falls Check Approval



City of Post Falls

Packet: APPKT11744 - Check Run 11.8.23
Vendor Set: 01 - Vendor Set 01

Check Date: 11/1/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN14887	208-Corbin Meadows LLC						
APMWB	Check			BOND RELEASE -	(BOND RELEASE - CORBIN MEADOWS ST 001-22115		3,600.00
VEN14884	Angela Liffel						
APMWB	Check			10.19.23	Damage deposit Refund	001-22080	250.00
VEN06558	ARCHITERRA HOMES						
APMWB	Check			Bond Release - 315	Bond Release - 3151 N. Cassiopeia	001-22115	2,000.00
VEN01490	Bob Danner						
APMWB	Check			10.18.23	Aflac check cut to the City by mistake	001-21050	22.14
VEN14888	BTG Development, LLC						
APMWB	Check			BOND RELEASE -	(BOND RELEASE - PASTURE VIEW ESTAT 001-22115		32,899.80
VEN14319	Christopher Cheeley						
APMWB	Check			BOND RELEASE -	(BOND RELEASE - 6322 E. MAPLEWOOD 001-22115		40,860.00
VEN14499	Donna Drury						
APMWB	Check			84264	Garden Performance Deposit Return	001-22080	80.00
VEN14890	Eric Fernandez						
APMWB	Check			84291	Garden Performance Deposit Refund	001-22080	40.00
VEN14889	Kim Robertson						
APMWB	Check			84263	Garden Performance Deposit Refund	001-22080	40.00
VEN08489	Ralf Denger						
APMWB	Check			84261	Refund Garden Performance Deposit	001-22080	40.00
VEN14684	Wayne Woodward						
APMWB	Check			84302	Garden Deposit Refund	001-22080	40.00
Balance Sheet Accounts Total:							79,871.94
Dept: 411 Mayor & Council							
P2420	Post Falls Chamber						
APMWB	Check			68375	Post Falls Chamber 2023 State of City Lunch	001-411.0000.63800	125.00
						001-411.0000.64010	75.00
Dept 411 Total:							200.00
Dept: 412 Information Systems							
C140	CDW Government Inc.						
APMWB	Electronic Funds Transf			MH75915	Annual Barracuda backup renewal	001-412.0000.66014	5,832.00
D070	Dell Marketing LP						
APMWB	Check			CM0004811	RapidRails refund	001-412.0000.63030	-75.56
Dept 412 Total:							5,756.44
Dept: 413 General Services							
P2420	Post Falls Chamber						
APMWB	Check			68375	Post Falls Chamber 2023 State of City Lunch	001-413.0000.64010	75.00
P4835	ProPrint						
APMWB	Check			64243	Pro Print Warren Business Cards	001-413.0000.63060	31.00
Dept 413 Total:							106.00
Dept: 414 Finance							
B091	BDS						
APMWB	Check			90977	Delinquency Notices	001-414.1445.62170	349.65
						001-414.1445.62190	201.86
VEN14783	ClearGov Inc.						
APMWB	Electronic Funds Transf			2023-13220	Budgeting Software	001-414.0000.66012	50,375.00
D09750	DeVries Info Management						
APMWB	Check			0163662	On-site records destruction	001-414.0000.62040	55.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
P2420	Post Falls Chamber				
APMWB	Check	68375	Post Falls Chamber 2023 State of City Lunct	001-414.0000.64010	25.00
Dept 414 Total:					51,006.51
Dept: 415 City Clerk					
VEN14766	CivicPlus, LLC				
APMWB	Check	279137	CivicClerk Software yearly price	001-415.0000.62040	10,214.75
		279118	MuniCode Software for codification	001-415.0000.62040	4,615.82
VEN03335	Francotyp-Postalia Inc				
APMWB	Check	RI105942391	Postage Meter Rental	001-415.0000.66080	135.00
P4835	ProPrint				
APMWB	Check	64148	Business Cards - Shannon Howard	001-415.0000.63060	31.00
Dept 415 Total:					14,996.57
Dept: 418 Human Resources					
P2420	Post Falls Chamber				
APMWB	Check	68375	Post Falls Chamber 2023 State of City Lunct	001-418.0000.64010	50.00
Dept 418 Total:					50.00
Dept: 421 Police					
N276	Access Information Protected				
APMWB	Check	10507962	Shredder Services	001-421.0000.68010	60.90
A254	Allegra Print & Imaging				
APMWB	Check	204788	Impound notices	001-421.0000.63210	509.85
		204789	Warning notices	001-421.0000.63210	386.64
C220	Coleman Oil Co				
APMWB	Check	CP-0040351	PD Fuel	001-421.0000.64030	5,452.73
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	12269	Office Keys -Sergeants	001-421.0000.63060	39.00
		12241	PD Padlocks	001-421.0000.68010	39.90
		12306	PD Shop Keypad	001-421.0000.68010	980.00
VEN14874	Debra J Salish				
APMWB	Check	23-68	Uniform alterations - Johnson	001-421.4000.72000	59.00
		23-59	PD Uniform Alterations - Koontz	001-421.4000.72000	47.00
		23-67	Uniform alterations - Calderwood	001-421.4000.72000	36.00
		23-61	PD Uniform Stripes - Dalke	001-421.4000.72000	10.50
		23-65	PD Uniforms - Desjarlais	001-421.4000.72000	8.00
		23-60	PD Uniform Patches - Anderson	001-421.4000.72000	30.00
I153	Idaho State Police				
APMWB	Check	IN2505	PD Quarterly ILETS Access	001-421.0000.67310	18,762.50
VEN13129	Identifix, Inc				
APMWB	Check	484646-23	PD Fleet Subscription Service	001-421.0000.62060	714.00
VEN09941	Jacque Panza				
APMWB	Check	102723	Chaplain stipend - September	001-421.0000.62370	25.00
VEN07726	Jon Dekeles				
APMWB	Check	102723	On call Chaplain - September	001-421.0000.62370	100.00
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11112043	Interpreter services	001-421.0000.65030	92.85
VEN14469	Magnet Forensics USA, Inc				
APMWB	Electronic Funds Transf	SIN061928	Magnet Axiom	001-421.0000.63920	4,000.00
VEN12699	Mike White Ford of Coeur d'Alene				
APMWB	Check	151057	Tensioner & Ignition Boot - PFPD134	001-421.0000.67100	128.67
N001	Napa Auto Parts				
APMWB	Check	3688-258891	Mass Air Flow Sensor - PFPD126	001-421.0000.67100	111.18
		3688-258966	Core Credits	001-421.0000.67100	-181.14
		3688-258928	Miniature Bulb	001-421.0000.67100	3.60
		3688-258283	Gasket Set - PFPD84	001-421.0000.67100	83.26
		3688-259045	Filters for PD Stock	001-421.0000.67100	80.21
		190108	Hydro cylinder lift	001-421.0000.67100	798.00
		3688-259084	Jump Starter	001-421.0000.67100	259.71
		3688-258894	Valves & Brake Rotor - PFPD126	001-421.0000.67100	227.59

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-258325	Evolution Blades - PFPD84	001-421.0000.67100	23.76
		3688-258310	Loom-Split Poly - PFPDSTOCK	001-421.0000.67100	17.70
		3688-258285	Air Filter - PFPD84	001-421.0000.67100	10.00
		3688-258912	Schaffers oil for 2024	001-421.0000.67100	5,692.61
V040	ODP Business Solutions				
APMWB	Check	334201759001	Office Supplies- Police	001-421.0000.66042	362.99
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	49172	Applicant evaluations	001-421.0000.67020	175.00
P2420	Post Falls Chamber				
APMWB	Check	68375	Post Falls Chamber 2023 State of City Lunch	001-421.0000.64010	150.00
S275	Solar Eclipse				
APMWB	Check	49676	Windshield - PFPD84	001-421.0000.67100	289.00
		49837	Window tint on PFPD161	001-421.0000.67170	370.00
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4362047	Herborn tower lease	001-421.0000.62040	653.22
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	18944	Monthly cyber monitoring	001-421.0000.62040	9,332.00
T118	TPI Embroidery				
APMWB	Check	10602	Patrol patches - velcro added	001-421.4000.72000	112.00
U0010	ULINE				
APMWB	Check	169412053	Evidence supplies	001-421.0000.63920	152.93
VEN14328	ZaccWorks				
APMWB	Check	2023-1023B	Monthly server maintenance	001-421.0000.66043	135.00
		2023-1023A	Monthly website maintenance	001-421.0000.66043	125.00
VEN03255	Ziply Fiber				
APMWB	Check	2081971263-04261	PD Internet	001-421.0000.65030	616.00
		2081971699060223	Substation Internet	001-421.0000.65030	312.00
		2081970075-04082	PD phones	001-421.0000.65030	1,150.14
		2087736415061303	PD Elevator Line	001-421.0000.65030	50.04
		2087733518-06200	PD Phones	001-421.0000.65030	295.18
		2087777569071422	PD Wifi	001-421.0000.65030	87.60
Dept 421 Total:					52,977.12
Dept: 423 Oasis					
VEN14877	Fernico, Inc				
APMWB	Check	INV0146846	Forensic Photography System	001-423.0000.91000	18,109.00
Dept 423 Total:					18,109.00
Dept: 424 Legal					
D070	Dell Marketing LP				
APMWB	Check	10705702655	New Legal workstation	001-424.0000.80010	2,143.50
V040	ODP Business Solutions				
APMWB	Check	336274692001	Office Supplies- Legal	001-424.0000.63060	26.49
		336274693001		001-424.0000.63060	34.95
P2420	Post Falls Chamber				
APMWB	Check	68375	Post Falls Chamber 2023 State of City Lunch	001-424.0000.64010	25.00
VEN14845	Smith & Malek, PLLC				
APMWB	Check	46251-102323	City of Post Falls v KC Treasury	001-424.0000.62040	1,800.00
		46251-A	City of Post Falls vs KC Treasury	001-424.0000.62040	5,889.37
Dept 424 Total:					9,919.31
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0040351	PD Fuel	001-427.0000.64030	228.17
Dept 427 Total:					228.17
Dept: 431 Streets					
A365	American On-Site Services				
APMWB	Check	530329	Streets Port-a-John service - September	001-431.0000.68130	78.00
A497	Arrow Construction Supply, Inc				
APMWB	Check	385855	Wire Wheel	001-431.0000.63260	196.56

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
A017	A-Tec, Inc.				
APMWB	Check	6103	Repair of Streets AlPhone	001-431.0000.68010	200.00
VEN05261	CDA PAVING				
APMWB	Check	89345	Concrete - Sidewalks	001-431.0000.68150	261.57
VEN02994	Grimco				
APMWB	Electronic Funds Transf	31439968-01	1178 Black Electrocut overlay	001-431.0000.63260	675.00
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-544210	2023 Durapatcher Oil Contract - CRS 2WA	001-431.0000.68110	539.50
		4-556912	2023 Durapatcher Oil contract - CRS-2WA	001-431.0000.68110	195.00
		4-555331	2023 Durapatcher Oil - CRS-2WA	001-431.0000.68110	409.50
VEN01373	Intermountain Sign & Safety				
APMWB	Check	17839	Aluminum Blanks	001-431.0000.63260	501.00
		17721	Telspar Posts	001-431.0000.63260	252.00
		17853	Aluminum Blanks	001-431.0000.63260	180.00
		17785	Telespar Posts	001-431.0000.63260	55.00
		17726	50 yds Red EC	001-431.0000.63260	487.50
		17732	50 yd White HIP	001-431.0000.63260	693.75
I340	Interstate Concrete & Asphalt				
APMWB	Check	917738	Asphalt	001-431.0000.68130	215.56
		876792	Asphalt - 19th Ave project	001-431.0000.68130	964.92
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Check	T26122RS-13	LHTAC Training Class - Speed Limits & Zon	001-431.0000.64020	640.00
		T2092623RD-1	Roadway Drainage Class	001-431.0000.64020	240.00
		T210523EB-4	Road Master - Environmental BMPs - Doug F	001-431.0000.64020	140.00
N001	Napa Auto Parts				
APMWB	Check	3688-260077	Belt for Billy Goat Grazor	001-431.0000.63260	7.72
N0991	Norco Inc				
APMWB	Check	38928139	Uniform shirts - James Mettler	001-431.4000.72000	40.72
		38875900	2022 Uniform shirt - James Mettler	001-431.4000.72000	20.36
VEN08121	PacWest Machinery LLC				
APMWB	Check	30417382	Volvo Loaders	001-431.0000.90010	265,788.00
		30417352		001-431.0000.90010	215,997.00
R251	Serights Ace Hardware				
APMWB	Check	348350/1	duct tape, denatured alcohol	001-431.0000.63260	32.01
		348431/1	nuts & bolts	001-431.0000.63260	11.16
		348119/1	Anchor Screws	001-431.0000.68010	34.19
		347817/1	Propane	001-431.0000.68090	13.00
		348143/1	Garden Sprayer & Propane	001-431.0000.68090	35.87
T090	Thorco, Inc.				
APMWB	Check	1795151	Locate - Greensferry/Prairie for WellSprings	001-431.0000.68140	340.90
T1195	Traffic Safety Supply Co, Inc.				
APMWB	Check	INV064288	2" 14 ga 10' sq tube posts	001-431.0000.63260	1,609.25
		INV064340	Breakaway bases	001-431.0000.63260	734.02
VEN14310	US Fleet Tracking LLC				
APMWB	Check	455256	New Tracking Devices	001-431.0000.66016	610.75
Z026	Ziegler Lumber Co #017				
APMWB	Check	572725	Lumber to tie down SaltShed flaps	001-431.0000.68010	397.70
		52230	return of lumber - Saltshed	001-431.0000.68010	-164.00
		51625	Credit for returned Pallets	001-431.0000.68130	-175.00
		563247	Cement and Concrete	001-431.0000.68150	1,046.15
		578268	Rubber Strap & Gap filler	001-431.0000.68150	47.57
Dept 431 Total:					493,352.23
Dept: 432 Public Works Administration					
P2420	Post Falls Chamber				
APMWB	Check	68375	Post Falls Chamber 2023 State of City Lunct	001-432.0000.64010	75.00
Dept 432 Total:					75.00
Dept: 433 Facility Maintenance					
V040	ODP Business Solutions				
APMWB	Check	336274349001	Office Supplies- Maintenance	001-433.0000.63730	369.99

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>W0226</u>	Walter E Nelson Co				
APMWB	Electronic Funds Transf	<u>508597</u>	Paper supplies CH and PD	001-433.0000.63140	681.87
		<u>508605</u>	cleaning supplies	001-433.0000.63150	30.92
Dept 433 Total:					1,082.78
Dept: 434 Fleet Maintenance					
<u>A1395</u>	Advanced Compressor & Hose Inc				
APMWB	Check	<u>93738</u>	PVC & Hose - S215	001-434.0000.63011	67.68
		<u>93719</u>	Hose tip - S219	001-434.0000.63011	13.16
		<u>93730</u>	PVC blue water - S237	001-434.0000.63011	59.76
		<u>93683</u>	Prevost Safety Coupler	001-434.0000.68010	150.94
<u>VEN14736</u>	Cintas Corporation No. 3				
APMWB	Check	<u>4170113835</u>	Laundry & Rug Service	001-434.0000.63160	79.76
		<u>4170835959</u>		001-434.0000.63160	79.76
		<u>4171544348</u>		001-434.0000.63160	79.76
		<u>4172260736</u>	Laundry & Rugs	001-434.0000.63160	79.76
<u>C3818</u>	Cooper Fabrication, Inc.				
APMWB	Check	<u>26636</u>	Repair Snowplow mount lock operation	001-434.0000.67170	110.00
<u>C410</u>	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	<u>12281</u>	Padlocks for New reader boards	001-434.0000.90010	113.80
<u>VEN14872</u>	Dave Smith Motors Inc				
APMWB	Check	<u>993266</u>	PFPD 162 2022 Dodge Durango	001-434.0000.90010	48,342.00
<u>VEN03826</u>	FMI Equipment				
APMWB	Check	<u>SPK-1007872</u>	Ignition Key - Parks	001-434.0000.63012	8.72
<u>F145</u>	Freightliner Northwest- Spokane				
APMWB	Check	<u>PC001596199 01</u>	Hose & Clamp - S210	001-434.0000.63011	87.99
		<u>PC001598062 01</u>	Credit for hose & clamp - S210	001-434.0000.63011	-87.99
		<u>PC001596759 01</u>	Power Steering filter - S219	001-434.0000.63011	97.50
		<u>PC001598004 01</u>	Alternator brush - S210	001-434.0000.63011	198.95
		<u>PC001596199 02</u>	4" pipe - S210	001-434.0000.63011	458.99
<u>VEN01683</u>	Goodyear Tire & Rubber Company				
APMWB	Check	<u>197-1150711</u>	Tires - P128	001-434.0000.67190	994.96
<u>VEN13129</u>	Identifix, Inc				
APMWB	Check	<u>484646-23</u>	PD Fleet Subscription Service	001-434.0000.62133	714.00
<u>VEN01373</u>	Intermountain Sign & Safety				
APMWB	Check	<u>17753</u>	2023 SMC reader boards (Replacements)	001-434.0000.90010	43,950.00
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<u>3688-261962</u>	Threadlocker	001-434.0000.63011	48.64
		<u>3688-260164</u>	Battery - S504	001-434.0000.63011	164.01
		<u>3688-258899</u>	Filter Stock	001-434.0000.63011	67.48
		<u>3688-260016</u>		001-434.0000.63011	80.52
		<u>3688-262414</u>		001-434.0000.63011	82.42
		<u>3688-262417</u>	heat shrink - stock	001-434.0000.63011	13.20
		<u>3688-260669</u>	Battery - S212	001-434.0000.63011	307.28
		<u>3688-258912</u>	Schaffers oil for 2024	001-434.0000.63011	8,708.11
		<u>3688-259170</u>	Spark Plug - S217	001-434.0000.63011	8.73
		<u>3688-260648</u>	Lube Filter - S345	001-434.0000.63011	19.08
		<u>3688-261622</u>	Mini Light Bulbs - S555	001-434.0000.63011	11.00
		<u>3688-261229</u>	Filters	001-434.0000.63011	15.61
		<u>3688-261480</u>	SeatBelt Stop Kit - A113	001-434.0000.63011	6.35
		<u>3688-261621</u>	Mini light bulbs - S555	001-434.0000.63011	5.50
		<u>3688-260198</u>	Core Deposit - S504	001-434.0000.63011	-18.00
		<u>3688-261841</u>	Spark Plugs	001-434.0000.63011	8.06
		<u>3688-261959</u>	Anti Seize	001-434.0000.63011	29.64
		<u>3688-258912</u>	Schaffers oil for 2024	001-434.0000.63012	1,897.53
		<u>3688-261841</u>	Spark Plugs	001-434.0000.63012	8.05
		<u>3688-262417</u>	heat shrink - stock	001-434.0000.63012	13.15
		<u>3688-261229</u>	Filters	001-434.0000.63012	15.61
		<u>3688-259450</u>	Battery - P471	001-434.0000.63012	74.24
		<u>3688-260086</u>	Grease - Cemetary	001-434.0000.63012	87.10
		<u>3688-260016</u>	Filter Stock	001-434.0000.63012	80.50

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	3688-262414	Filter Stock	001-434.0000.63012	82.40
		3688-261959	Anti Seize	001-434.0000.63012	29.60
		3688-261962	Threadlocker	001-434.0000.63012	48.64
		3688-258899	Filter Stock	001-434.0000.63012	67.47
				001-434.0000.63013	67.47
		3688-261229	Filters	001-434.0000.63013	15.61
		3688-261959	Anti Seize	001-434.0000.63013	29.60
		3688-258912	Schaffers oil for 2024	001-434.0000.63013	1,897.54
		3688-261962	Threadlocker	001-434.0000.63013	48.64
		3688-262413	light bulbs - A103	001-434.0000.63013	21.31
		3688-262447	Wiper blade - A103	001-434.0000.63013	7.51
		3688-262414	Filter Stock	001-434.0000.63013	82.40
		3688-260016		001-434.0000.63013	80.50
		3688-262417	heat shrink - stock	001-434.0000.63013	13.15
		3688-261841	Spark Plugs	001-434.0000.63013	8.05
		3688-260199	First Aid Kit	001-434.0000.63110	135.00
		3688-261964	Ice melt	001-434.0000.68010	249.90
VEN08121	PacWest Machinery LLC				
APMWB	Check	30417375	Volvo Keys	001-434.0000.63011	70.74
P180	Perfection Tire				
APMWB	Check	1063736	Lawn Mower Tires - Flat Repair	001-434.0000.67210	16.89
		1064565	Flat repair - Cemetary	001-434.0000.67210	83.98
R251	Serights Ace Hardware				
APMWB	Check	348344/1	nuts & bolts	001-434.0000.63011	21.60
		348388/1	Utility heater element	001-434.0000.68010	61.18
		348034/1	Cable lock for new reader boards	001-434.0000.90010	48.57
		348033/1	Jack stand for new reader boards	001-434.0000.90010	165.56
S420	Spokane Pump Inc.				
APMWB	Check	0251317	Jack rebuild	001-434.0000.63011	367.34
		0251316	Jack Rebuild	001-434.0000.63011	98.00
VEN13040	Turf Star Western				
APMWB	Check	8082177-00	Window & Trim - S347	001-434.0000.63011	597.61
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027P274781	Air Dryer Cartridge - S217	001-434.0000.63011	38.78
Dept 434 Total:					111,788.35
Dept: 435 GIS					
D099	DLT Solutions, LLC				
APMWB	Check	5197988A	Autocad Yearly Licensing	001-435.0000.66020	6,915.48
Dept 435 Total:					6,915.48
Dept: 442 Cemetery					
C2961	Cold Spring Granite Company				
APMWB	Check	RI2108918	Helen Niche	001-442.0000.63760	242.00
		RI 2111242	Hester Priscilla	001-442.0000.63760	292.00
		RI 2104503	Nadine Barker	001-442.0000.63760	322.00
		RI 2099460	Redekop	001-442.0000.63760	352.00
I0131	ICCFA				
APMWB	Check	7181-24	ICCFA membership	001-442.0000.62060	110.00
P310	Platt Electric Supply				
APMWB	Check	4N82767	Lighting repair	001-442.0000.67050	466.98
R251	Serights Ace Hardware				
APMWB	Check	348546/1	Concrete screws and hooks	001-442.0000.67030	51.51
		348173/1	repair	001-442.0000.67050	19.60
Dept 442 Total:					1,856.09
Dept: 443 Parks					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	230489-1	Borrow Pit Project Management	001-443.0000.62040	4,349.39
		230061-5	Black Bay Parking lot coordination	001-443.0000.62040	19,781.50
A5189	Aspen Nursery				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	76957B	Trees for Parks	001-443.0000.68190	963.00
		76957A	Tree for a Park	001-443.0000.68190	249.50
VEN07316	BC Engineers Inc				
APMWB	Check	09375	Revision of East Lean-to Plans	001-443.0000.62040	1,040.00
VEN10155	Bill's Heating Air Appliance Repair, LLC				
APMWB	Check	20134003	Unit Heater Repair	001-443.0000.62180	125.00
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-247360	Impact Driver	001-443.0000.67090	99.00
C3818	Cooper Fabrication, Inc.				
APMWB	Check	26591	Fabricate & Install caps for Tullamore Pavilio	001-443.0000.62180	4,476.98
VEN14867	CW Signs				
APMWB	Check	1231	Sign Decals for Sports Fiields	001-443.0000.63260	212.00
F1275	Fox Trailer Sales				
APMWB	Check	403095	Cargo Trailer for Field Striper	001-443.0000.81505	1,995.00
G098	Grainger				
APMWB	Check	9878130401	Dusting air for parks cleaning	001-443.0000.63150	126.84
		9871811924	Door Closers for Parks Restrooms	001-443.0000.94180	2,777.40
H1957	Horizon				
APMWB	Electronic Funds Transf	2S199927	Irrigation for Spokane St. Parking Lot	001-443.0000.68230	162.30
O040	Overhead Door Company				
APMWB	Check	543979	Repair slide lock on garage door	001-443.0000.67050	125.00
VEN14579	Planet Turf				
APMWB	Check	1007596	Cap for Spray Nozzle	001-443.0000.67030	4.25
		3005790	Field Striping Paint	001-443.0000.68240	125.00
P310	Platt Electric Supply				
APMWB	Check	4L97717	Ligh Bulbs for Shop	001-443.0000.67030	232.50
P2420	Post Falls Chamber				
APMWB	Check	68375	Post Falls Chamber 2023 State of City Luncl	001-443.0000.64010	50.00
VEN13906	Productive Parks				
APMWB	Check	INV-1399	Productive Parks Annual Software License	001-443.0000.80030	3,373.92
R1691	River City Paint & Decorating				
APMWB	Check	54692	Paint for Park Buildings	001-443.0000.68160	148.85
R251	Serights Ace Hardware				
APMWB	Check	348076/1	Small Equipment Parts	001-443.0000.66190	30.58
		348351/1	WD40 for Equipment	001-443.0000.66190	24.28
		348068/1	Tools	001-443.0000.66190	17.25
		348092/1	Loppers for Jess	001-443.0000.67090	111.59
		348321/1	Hoe for Bulb Planting	001-443.0000.67090	26.09
		347801/1	Falls Pond Pump Out	001-443.1658.62330	62.72
S389	Spokane Hardware Supply				
APMWB	Check	K31302	Crash Bars for Parks Restrooms	001-443.0000.94180	1,925.02
S390	Spokane House of Hose Inc.				
APMWB	Check	1027349	Part for Pond Pump	001-443.1658.62330	813.01
U040	United Electrical				
APMWB	Check	22364	Lights for Grand Pavilion	001-443.1658.62330	890.05
Dept 443 Total:					44,318.02
Dept: 444 Parks - Construction					
E054	Evan Ferguson Concrete, Inc.				
APMWB	Check	1629	Concrete For East Side Lean-to	001-444.0000.94180	10,044.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	915995	Top Course for East Lean-to	001-444.0000.94180	988.30
VEN02005	Matheus Lumber Company				
APMWB	Check	67694009	Lumber for East Lean-to	001-444.0000.94180	999.00
Dept 444 Total:					12,031.30
Dept: 445 Recreation					
A365	American On-Site Services				
APMWB	Check	534034	Soccer Sanitation	001-445.0000.65050	57.87
VEN13187	Checkr Inc				
APMWB	Check	981181	background checks	001-445.0000.62080	765.52

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN01020	Cindy Jacobs				
APMWB	Check	10.17.23	Contractual October Payment	001-445.0000.62040	54.60
N2332	Collins, Tom				
APMWB	Check	10.17.23	Contractual October Payment	001-445.0000.62040	361.90
VEN14772	Family Friendly DJ				
APMWB	Check	1245	DJ for Shoes & Brews	001-445.0000.63080	260.00
P4835	ProPrint				
APMWB	Check	64072	Envelopes	001-445.0000.63060	134.00
R097	Rebecca Powell				
APMWB	Check	10-23-23	Winter Guide Layout Design	001-445.0000.63210	1,070.00
S050	Saturday Night Inc.				
APMWB	Check	104936	Soccer Shirts	001-445.0000.63430	35.90
		105084	Tiny Hoopsters	001-445.0000.63430	396.90
S054	Schmidt, Sheila				
APMWB	Check	10.30.23	Contractual Payment-Gymnastics	001-445.1617.33339	1,998.40
U140	UpScale Mail				
APMWB	Check	330894	Return shipping for Dance Costume	001-445.0000.63070	16.63
VEN09501	Yoke's Foods Inc				
APMWB	Check	10/06/23	food supplies for Shoes & Brews	001-445.0000.63080	228.46
Dept 445 Total:					5,380.18
Dept: 450 Economic & Comm. Dev. Rev					
VEN14876	Haillie Childers				
APMWB	Check	10.24.23	Refund for building permit	001-450.1753.38507	972.75
Dept 450 Total:					972.75
Dept: 451 Planning & Zoning					
R1541	Ricoh USA Inc.				
APMWB	Check	5068234423	Meter Reading from 09/01-09/30 CD Copiers	001-451.1901.66140	51.89
Dept 451 Total:					51.89
Dept: 452 Building Inspector					
R1541	Ricoh USA Inc.				
APMWB	Check	5068234423	Meter Reading from 09/01-09/30 CD Copiers	001-452.1901.66140	51.87
Dept 452 Total:					51.87
Dept: 453 Engineering					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	10.24.23	Refund for building permits	001-453.1752.33501	2,992.10
R1541	Ricoh USA Inc.				
APMWB	Check	5068234423	Meter Reading from 09/01-09/30 CD Copiers	001-453.1901.66140	51.87
Dept 453 Total:					3,043.97
Dept: 481 Capital Improvements/Contracts					
VEN14044	Glacier Bay Electric LLC				
APMWB	Check	101223	PD Substation Wiring	001-481.0000.68395	1,379.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	FY23 - Pay Request	Pay Request #1 - Water Tower Parking Lot (	001-481.0000.95015	329,838.72
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	FY23 - Inv #413541	FY23 - Inv #41354100-013 - Water Tower P	001-481.0000.95015	16,665.79
Dept 481 Total:					347,883.51
Fund 001 Total:					1,262,024.48
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN08243	Awards Network				
APMWB	Check	00120620	Employee Anniversary Gifts	003-482.0000.73020	210.74
		00119484	Employee Anniversary Awards	003-482.0000.73020	18.49
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Electronic Funds Transf	296928	October 2023 Consulting	003-482.0000.62040	2,500.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14068	IncentFit				
APMWB	Check	15953	Activty Incentive Program	003-482.4000.73000	245.44
VEN14886	Ready Rebound, Inc				
APMWB	Check	2927	Ready Rebound Public Works annual agreeer	003-482.0000.73010	3,000.00
		2924	Readu Rebound Annual Service	003-482.0000.73010	10,763.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	IN0000182064	COBRA Notices	003-482.0000.62160	50.00
R1249	Uprise Health				
APMWB	Check	282213	EAP Services	003-482.4000.73000	1,647.75
Dept 482 Total:					18,435.42
Fund 003 Total:					18,435.42
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN14044	Glacier Bay Electric LLC				
APMWB	Check	101023	Ford Rock Water Tower Electrical Grounding	008-426.0000.67280	1,609.00
Dept 426 Total:					1,609.00
Fund 008 Total:					1,609.00
Fund: 017 - ANNEXATION FEES					
Dept: 410 General Government Services					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	10.24.23	Refund for building permits	017-410.1440.39105	1,000.00
Dept 410 Total:					1,000.00
Fund 017 Total:					1,000.00
Fund: 035 - PUBLIC SAFETY IMPACT FEES					
Dept: 420 Public Safety Impact Fees					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	10.24.23	Refund for building permits	035-420.2002.38204	469.00
Dept 420 Total:					469.00
Fund 035 Total:					469.00
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	10.24.23	Refund for building permits	037-431.2003.38205	1,567.00
				037-431.2003.38206	902.00
VEN02944	BNSF Railway Company				
APMWB	Electronic Funds Transf	INV #90258244	INV #90258244	037-431.0000.95134	9,142.24
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	FY23 - Inv #016678	FY23 - Inv #0166780 - Transportation Waste	037-431.0000.80290	28,433.00
		Inv #0166914	FY23 - Inv #0166914 Spokane & Prairie	037-431.0000.95134	3,948.65
		INV #0165826 -SPC	INV #0165826 -SPOKANE & PRAIRIE	037-431.0000.95134	4,241.16
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	Inv #41354090-019	Inv #41354090-019 - Chase BNSF RR-Xing	037-431.0000.95134	6,024.39
Dept 431 Total:					54,258.44
Fund 037 Total:					54,258.44
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	10.24.23	Refund for building permits	038-443.2004.38303	3,862.00
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5608	Tullamore Sports Complex Phase 1	038-443.0000.62040	5,014.36

Dept 443 Total: 8,876.36

Fund 038 Total: 8,876.36

Packet: APPKT11744 - Check Run 11.8.23
Vendor Set: 01 - Vendor Set 01

Check Date: 11/1/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 650 - RECLAIMED WATER OPERATING							
Dept: 463 Wastewater Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			135071	Fecal & Total Solids Testing	650-463.0000.68360	240.00
				134724	Monthly Comps	650-463.0000.68360	995.00
				134734	Cyanide 4500CN	650-463.0000.68360	160.00
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			93666	AKIT REBUILD KIT	650-463.0000.68025	501.50
				93560	3" PVC Suction, 3" Layflat	650-463.0000.68025	918.88
A424	Anatek Labs, Inc.						
APMWB	Check			2322021	Local Limits Domestic Backsprout	650-463.0000.65021	1,036.00
				2320855	BLM @ Corbin Park - Pulled on 9/21/2023	650-463.0000.68360	330.00
				2321894	Surface Water	650-463.0000.68360	612.00
				2320957	WRF Yearly Sampling	650-463.0000.68360	1,290.00
				2319948	Surface Water Testing 9/14/23	650-463.0000.68360	612.00
VEN06558	ARCHITERRA HOMES						
APMWB	Check			10.24.23	Refund for building permits	650-463.3305.39630	60.00
VEN14808	Ardurra Group, Inc						
APMWB	Electronic Funds Transfr			210756-21	Community Forest Sep 1st- Sept 30th 2023	650-463.0000.62040	1,737.50
VEN13187	Checkr Inc						
APMWB	Check			981181	background checks	650-463.0000.62080	72.23
C3090	Columbia Electric Supply						
APMWB	Check			1120-1015456	86W 120-277V 5K LED, VINYL ELEC TAPE	650-463.0000.68010	783.73
				1120-1014964	KEY 22W LT FX	650-463.0000.68010	163.50
				1220-1015503	HIBAY 18"150W 5K 120/277V LEDSNRSR	650-463.0000.68010	797.34
C360	Consolidated Supply Co.						
APMWB	Check			S011594532.001	Flex Tubing 6"x100'	650-463.0000.68025	302.40
C3814	Co-op Supply. INC.						
APMWB	Check			323181	Rubber Knee Boot	650-463.4000.72000	18.99
F030	FedEx						
APMWB	Check			1769-3857-9	Shipping to Analytical Laboratories	650-463.0000.68360	160.89
VEN06984	Gravity Consulting, LLC						
APMWB	Check			23192	Gravity PCB sampling	650-463.0000.68360	1,681.33
H030	Hach Company						
APMWB	Check			13791292	CONTAINER,2.5 GAL GLASS WITH CAP	650-463.0000.63400	210.00
				13781967	Lab Supplies	650-463.0000.63400	1,130.49
I2731	Inland Environmental Resources						
APMWB	Check			2023-1431	mag deliveries	650-463.0000.63008	7,285.00
				2023-1448	poly 10/17/23	650-463.0000.63480	9,460.00
VEN12699	Mike White Ford of Coeur d'Alene						
APMWB	Check			79157	Brackets and adjustable arms - T204	650-463.0000.67170	586.24
N001	Napa Auto Parts						
APMWB	Check			3688-259640	Premium 85W140, Break Cleaner, Gear Oil	650-463.0000.68025	281.13
VEN01972	North Idaho College						
APMWB	Check			WFT995850	Wastewater Exam - Rafael Estrada	650-463.0000.64020	25.00
N500	NSI Solutions, Inc						
APMWB	Electronic Funds Transfr			425906	Residue in Water - QC-Blind 500ml	650-463.0000.68360	248.00
V040	ODP Business Solutions						
APMWB	Check			333916512001	Office Supplies- Wastewater	650-463.0000.63060	22.53
				333912274001		650-463.0000.63060	29.99
				333916512001		650-463.0000.63060	23.02
R251	Serights Ace Hardware						
APMWB	Check			348390/1	GREASE GUN HD FLEXZILLA	650-463.0000.68025	53.99
				348276/1	FAUCET 1-1P O-RING	650-463.0000.68025	1.40
				347965/1	Lime-Rust Remover	650-463.0000.68025	72.87
				348054/1	Shop Supplies	650-463.0000.68025	33.90
VEN11958	Ultra-Lawn, LLC						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	94882	WRF 2023 Lawn Care	650-463.0000.62180	2,800.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	509792	Lab Supplies	650-463.0000.63400	691.47
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41351000-009	Jacklin Land Exchange Legal Descriptions	650-463.0000.62040	3,545.77
VEN09501	Yoke's Foods Inc				
APMWB	Check	11-1381146	Ice	650-463.0000.68025	11.95
Dept 463 Total:					38,986.04
Dept: 466 Wastewater - Collections					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	93629	oil for generators	650-466.0000.63006	1,962.81
		93553	KNIFE BREAK-OFF BLADE LARGE	650-466.0000.63006	13.80
C0790	Cobalt Truck Equipment				
APMWB	Check	SR11312	Ford F550 TRK# T204-	650-466.0000.67170	1,397.65
C3090	Columbia Electric Supply				
APMWB	Check	1120-1015385	11PIN SCREW TERM SKT	650-466.0000.63006	46.89
I340	Interstate Concrete & Asphalt				
APMWB	Check	917610	5/8" TOP COURSE	650-466.0000.68021	63.41
VEN11676	Keller Associates, Inc				
APMWB	Check	Inv #0231829	Inv #0231829 - Pleasant View Rd	650-466.0000.62040	5,343.75
N001	Napa Auto Parts				
APMWB	Check	3688-258329	Battery Core Deposit	650-466.0000.63006	-18.00
		3688-258212	Professional Battery	650-466.0000.63006	153.70
P180	Perfection Tire				
APMWB	Check	1064452	REPLACE L/R TIRE SENSOR 2019 Ford F-	650-466.0000.67170	45.00
		1063758	Full Service Oil Change Truck # T112	650-466.0000.67170	58.12
P310	Platt Electric Supply				
APMWB	Check	4M22171	Deep Strut, Corner Angle, Hole Flat Angle PI	650-466.0000.63006	802.43
R251	Serights Ace Hardware				
APMWB	Check	348386/1	WRENCH 6"ADJ, MASTER KEY M1	650-466.0000.63006	39.51
Dept 466 Total:					9,909.07
Dept: 468 Wastewater - Surface Water					
A090	Accurate Testing Labs LLC				
APMWB	Check	134481	Stormwater Monitoring	650-468.0000.68360	280.00
VEN12699	Mike White Ford of Coeur d'Alene				
APMWB	Check	150621	Spark Pugs and Wires Truck D104	650-468.0000.67170	1,184.23
Dept 468 Total:					1,464.23
Fund 650 Total:					50,359.34
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
A293	Allwest Testing & Engin., LLC				
APMWB	Check	233706	Tertiary Upgrade Allwest Invoice October 20	651-463.3213.90015	1,087.50
VEN06558	ARCHITERRA HOMES				
APMWB	Check	10.24.23	Refund for building permits	651-463.3308.38625	5,983.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0166783	WRF Facility Plan Study September 2023	651-463.3209.95500	13,563.40
		0166781	Tertiary Upgrade JUB Invoice September 20	651-463.3213.90015	103,081.83
VEN14291	Sletten Construction Company				
APMWB	Check	Tertiary Pay App 35	Tertiary Sletten Pay App #35 September 202	651-463.3213.90015	666,328.28
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354130-008	Lundy Blvd. Waterline Ext Welch Invoice Se	651-463.6505.95520	382.50
Dept 463 Total:					790,426.51
Fund 651 Total:					790,426.51

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

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN06558	ARCHITERRA HOMES						
APMWB	Check			10.24.23	Refund for building permits	652-463.3308.38624	2,918.73
						652-463.3308.38626	733.00
VEN14808	Ardurra Group, Inc						
APMWB	Electronic Funds Transf			200143-41	Ponderosa LS Ardurra Invoice September 2023	652-463.3214.95520	19,085.69
				210583-20	Bentley LS Ardurra Invoice September 2023	652-463.3230.95520	9,528.00
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			0166915	12th Ave FM Phase I JUB Invoice September 2023	652-463.3228.95520	490.00
				0166782	Biosolids Hopper Improvements September 2023	652-463.3231.95520	7,109.60
VEN11676	Keller Associates, Inc						
APMWB	Check			0232940	12th Ave Phase II Keller Invoice September 2023	652-463.3228.95520	2,914.50
				0232639	12th Ave Phase II Keller Invoice August 2023	652-463.3228.95520	4,175.00
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transf			41354120-017	Corbin LS Welch Invoice September 2023	652-463.3234.95520	6,850.00
Dept 463 Total:							53,804.52
Fund 652 Total:							53,804.52
Fund: 700 - SANITATION							
Dept: 461 Sanitation							
K100	Kootenai County Solid Waste						
APMWB	Check			08-81957	Fall Clean-up	700-461.0000.65050	20.80
				08-80850	Fall Clean-up yard waste	700-461.0000.65050	34.45
				08-86884	General Refuse	700-461.0000.65050	44.20
				08-88082	Fall Clean-up	700-461.0000.65050	39.00
				08-90758	Wood debris	700-461.0000.65050	55.25
				08-80450	Yard Waste	700-461.0000.65050	13.65
Dept 461 Total:							207.35
Fund 700 Total:							207.35
Fund: 750 - WATER OPERATING							
Dept: 462 Water Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			134733	Coliform Presence/ Absence	750-462.0000.68360	150.00
				135002	Coliform Presence/Absence	750-462.0000.68360	150.00
				134980		750-462.0000.68360	150.00
				135025	Colifprm Presence/Absence	750-462.0000.68360	150.00
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			93638	FUEL-CURB 3/4' W/STATIC WIRE, 3/4" FUEL	750-462.0000.63280	150.46
VEN14124	Badger Meter, Inc.						
APMWB	Check			80142042	BEACON MBL HOSTING SERV UNIT	750-462.0000.66012	53.58
H215	Core & Main LP						
APMWB	Check			T627057	4" Coupling	750-462.0000.63280	559.96
				T633324	VB Risers	750-462.0000.63280	330.48
VEN14305	General Pacific, Inc						
APMWB	Check			1477000	1-1/2" E-Series Meter - Pine & Poppy	750-462.0000.63280	696.00
G098	Grainger						
APMWB	Check			9868425993	STORAGE TANK	750-462.0000.63280	297.33
				9876221871	TESTER KIT	750-462.0000.67090	378.10
H003	H.D. Fowler Company						
APMWB	Check			I6546646	2-1/2" CURB BOX REPAIR LID OUTSIDE T	750-462.0000.63280	221.40
K080	Knudtsen Chevrolet and GMAC						
APMWB	Check			6257955	Oil Change & Tire Rotation Truck #W-120	750-462.0000.67170	124.81
N001	Napa Auto Parts						
APMWB	Check			3688-259626	Fuse Kit for Shop	750-462.0000.63280	23.12
				3688-259688	12V Pro-LOGIX Wheel Charger	750-462.0000.63280	174.50
				3688-258464	Gearwrench 1/2"	750-462.0000.67090	176.29
N0991	Norco Inc						
APMWB	Check			38876127	Waterproof Rain Bibs	750-462.4000.72000	43.80
P4835	ProPrint						

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB R251	Check	64219	Business Cards- Naomi	750-462.0000.63060	31.00
	Check	348071/1	DOWEL 1/2X48 - Office Supply	750-462.0000.63060	14.28
		348354/1	INSULATE REFLECTIX2X25	750-462.0000.63280	64.78
VEN13988	Tacoma Screw Products, Inc				
APMWB U145	Check	240085040-00	Pear Head Ratchet, Cap Screws, Screw Pin	750-462.0000.63280	260.12
	Check	INV00162150	Brass Hydrant Adapter 2-1/2"	750-462.0000.63280	169.00
W180	Western States Equipment				
APMWB	Check	IN002552442	Counter Weights	750-462.0000.63280	1,451.04
Dept 462 Total:					5,820.05
Fund 750 Total:					5,820.05

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

[J105](#) J-U-B Engineers, Inc.

APMWB	Electronic Funds Transfr	0166850	Well House 11 JUB Invoice September 2023	753-462.3224.95550	5,874.23
Dept 462 Total:					5,874.23
Fund 753 Total:					5,874.23
Report Total:					2,253,164.70



Fund	Account	Amount
001 - GENERAL FUND		
	001-21050	22.14
	001-22080	490.00
	001-22115	79,359.80
	001-411.0000.63800	125.00
	001-411.0000.64010	75.00
	001-412.0000.63030	-75.56
	001-412.0000.66014	5,832.00
	001-413.0000.63060	31.00
	001-413.0000.64010	75.00
	001-414.0000.62040	55.00
	001-414.0000.64010	25.00
	001-414.0000.66012	50,375.00
	001-414.1445.62170	349.65
	001-414.1445.62190	201.86
	001-415.0000.62040	14,830.57
	001-415.0000.63060	31.00
	001-415.0000.66080	135.00
	001-418.0000.64010	50.00
	001-421.0000.62040	9,985.22
	001-421.0000.62060	714.00
	001-421.0000.62370	125.00
	001-421.0000.63060	39.00
	001-421.0000.63210	896.49
	001-421.0000.63920	4,152.93
	001-421.0000.64010	150.00
	001-421.0000.64030	5,452.73
	001-421.0000.65030	2,603.81
	001-421.0000.66042	362.99
	001-421.0000.66043	260.00
	001-421.0000.67020	175.00
	001-421.0000.67100	7,544.15
	001-421.0000.67170	370.00
	001-421.0000.67310	18,762.50
	001-421.0000.68010	1,080.80
	001-421.4000.72000	302.50
	001-423.0000.91000	18,109.00
	001-424.0000.62040	7,689.37
	001-424.0000.63060	61.44
	001-424.0000.64010	25.00
	001-424.0000.80010	2,143.50
	001-427.0000.64030	228.17
	001-431.0000.63260	5,434.97
	001-431.0000.64020	1,020.00
	001-431.0000.66016	610.75
	001-431.0000.68010	467.89
	001-431.0000.68090	48.87
	001-431.0000.68110	1,144.00
	001-431.0000.68130	1,083.48
	001-431.0000.68140	340.90
	001-431.0000.68150	1,355.29
	001-431.0000.90010	481,785.00
	001-431.4000.72000	61.08
	001-432.0000.64010	75.00
	001-433.0000.63140	681.87
	001-433.0000.63150	30.92
	001-433.0000.63730	369.99

001-434.0000.62133	714.00
001-434.0000.63011	11,647.74
001-434.0000.63012	2,413.01
001-434.0000.63013	2,271.78
001-434.0000.63110	135.00
001-434.0000.63160	319.04
001-434.0000.67170	110.00
001-434.0000.67190	994.96
001-434.0000.67210	100.87
001-434.0000.68010	462.02
001-434.0000.90010	92,619.93
001-435.0000.66020	6,915.48
001-442.0000.62060	110.00
001-442.0000.63760	1,208.00
001-442.0000.67030	51.51
001-442.0000.67050	486.58
001-443.0000.62040	25,170.89
001-443.0000.62180	4,601.98
001-443.0000.63150	126.84
001-443.0000.63260	212.00
001-443.0000.64010	50.00
001-443.0000.66190	72.11
001-443.0000.67030	236.75
001-443.0000.67050	125.00
001-443.0000.67090	236.68
001-443.0000.68160	148.85
001-443.0000.68190	1,212.50
001-443.0000.68230	162.30
001-443.0000.68240	125.00
001-443.0000.80030	3,373.92
001-443.0000.81505	1,995.00
001-443.0000.94180	4,702.42
001-443.1658.62330	1,765.78
001-444.0000.94180	12,031.30
001-445.0000.62040	416.50
001-445.0000.62080	765.52
001-445.0000.63060	134.00
001-445.0000.63070	16.63
001-445.0000.63080	488.46
001-445.0000.63210	1,070.00
001-445.0000.63430	432.80
001-445.0000.65050	57.87
001-445.1617.33339	1,998.40
001-450.1753.38507	972.75
001-451.1901.66140	51.89
001-452.1901.66140	51.87
001-453.1752.33501	2,992.10
001-453.1901.66140	51.87
001-481.0000.68395	1,379.00
001-481.0000.95015	346,504.51
Fund 001 Total:	1,262,024.48
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.62160	50.00
003-482.0000.73010	13,763.00
003-482.0000.73020	229.23
003-482.4000.73000	1,893.19
Fund 003 Total:	18,435.42
008 - 911 SUPPORT	
008-426.0000.67280	1,609.00
Fund 008 Total:	1,609.00
017 - ANNEXATION FEES	
017-410.1440.39105	1,000.00
Fund 017 Total:	1,000.00
035 - PUBLIC SAFETY IMPACT FEES	
035-420.2002.38204	469.00

		Fund 035 Total:	469.00
037 - STREETS IMPACT FEES			
	037-431.0000.80290		28,433.00
	037-431.0000.95134		23,356.44
	037-431.2003.38205		1,567.00
	037-431.2003.38206		902.00
		Fund 037 Total:	54,258.44
038 - PARKS IMPACT FEES			
	038-443.0000.62040		5,014.36
	038-443.2004.38303		3,862.00
		Fund 038 Total:	8,876.36
650 - RECLAIMED WATER OPERATING			
	650-463.0000.62040		5,283.27
	650-463.0000.62080		72.23
	650-463.0000.62180		2,800.00
	650-463.0000.63008		7,285.00
	650-463.0000.63060		75.54
	650-463.0000.63400		2,031.96
	650-463.0000.63480		9,460.00
	650-463.0000.64020		25.00
	650-463.0000.65021		1,036.00
	650-463.0000.67170		586.24
	650-463.0000.68010		1,744.57
	650-463.0000.68025		2,178.02
	650-463.0000.68360		6,329.22
	650-463.3305.39630		60.00
	650-463.4000.72000		18.99
	650-466.0000.62040		5,343.75
	650-466.0000.63006		3,001.14
	650-466.0000.67170		1,500.77
	650-466.0000.68021		63.41
	650-468.0000.67170		1,184.23
	650-468.0000.68360		280.00
		Fund 650 Total:	50,359.34
651 - RECLAIMED WATER CAPITAL - WWTP			
	651-463.3209.95500		13,563.40
	651-463.3213.90015		770,497.61
	651-463.3308.38625		5,983.00
	651-463.6505.95520		382.50
		Fund 651 Total:	790,426.51
652 - RECLAIMED WATER CAPITAL - COLLECTOR			
	652-463.3214.95520		19,085.69
	652-463.3228.95520		7,579.50
	652-463.3230.95520		9,528.00
	652-463.3231.95520		7,109.60
	652-463.3234.95520		6,850.00
	652-463.3308.38624		2,918.73
	652-463.3308.38626		733.00
		Fund 652 Total:	53,804.52
700 - SANITATION			
	700-461.0000.65050		207.35
		Fund 700 Total:	207.35
750 - WATER OPERATING			
	750-462.0000.63060		45.28
	750-462.0000.63280		4,398.19
	750-462.0000.66012		53.58
	750-462.0000.67090		554.39
	750-462.0000.67170		124.81
	750-462.0000.68360		600.00
	750-462.4000.72000		43.80
		Fund 750 Total:	5,820.05
753 - WATER CAPITAL			
	753-462.3224.95550		5,874.23
		Fund 753 Total:	5,874.23
		Report Total:	2,253,164.70

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RI

10/12/2023	\$47.85	94110 AT&T Long Distance	Pay Before Due Date
10/12/2023	\$98,019.43	94111 AVISTA Utilities	Pay Before Due Date
10/12/2023	\$238.37	94112 Ricoh USA Inc.	Pay Before Due Date
10/12/2023	\$81.63	94113 Ziplly Fiber	Pay Before Due Date
10/18/2023	\$43.80	94172 AT&T Long Distance	Pay Before Due Date
10/18/2023	\$30,460.79	94173 AVISTA Utilities	Pay Before Due Date
10/18/2023	\$16.94	94174 Spectrum	Pay Before Due Date
10/18/2023	\$99.97	94175 Spectrum	Pay Before Due Date
10/19/2023	\$6,480.15	94176 TrailersPlus	tariler ready for pickup
10/23/2023	\$1,400.29	94187 A-Tec Inc.	Pay Before Due Date
10/23/2023	\$200.00	94188 Better Together Animal Alliance	Pay Before Due Date
10/23/2023	\$7,065.65	94189 Coleman Oil Co.	Pay Before Due Date
10/23/2023	\$55.00	94190 CW Wraps & Marketing Inc.	Pay Before Due Date
10/23/2023	\$10.50	94191 Debra J. Salish	Pay Before Due Date
10/23/2023	\$685.79	94192 Galls LLC	Pay Before Due Date
10/23/2023	\$1,339.15	94193 Grainger	Pay Before Due Date
10/23/2023	\$950.00	94194 Intermix Networks	Pay Before Due Date
10/23/2023	\$111.42	94195 Kootenai Animal Hospital	Pay Before Due Date
10/23/2023	\$360.46	94196 Kootenai Electric	Pay Before Due Date
10/23/2023	\$134.40	94197 Lifeloc Technologies	Pay Before Due Date
10/23/2023	\$393.00	94198 Medtech Forensics Inc.	Pay Before Due Date
10/23/2023	\$2,756.36	94199 Napa Auto Parts	Pay Before Due Date
10/23/2023	\$465.00	94201 Ramey's Yard Care	Pay Before Due Date
10/23/2023	\$250.00	94202 Rocky Mountain Info Network	Pay Before Due Date
10/23/2023	\$246.00	94203 Rose City Label	Pay Before Due Date
10/23/2023	\$1,480.50	94204 Tetiri LLC	Pay Before Due Date
10/23/2023	\$472.50	94205 VARI Sales Corporation	Pay Before Due Date
10/23/2023	\$260.00	94206 Zaccworks	Pay Before Due Date
10/23/2023	\$163.50	94207 Ziplly Fiber	Pay Before Due Date
10/26/2023	\$522.25	94208 AVISTA Utilities	Pay Before Due Date
10/27/2023	\$158.08	94210 AT&T Long Distance	Pay Before Due Date
10/27/2023	\$1,728.50	94211 East Greenacres Irrigation	Pay Before Due Date
10/27/2023	\$2,296.75	94213 Kootenai County Solid Waste	Pay Before Due Date
10/27/2023	\$33.54	94214 Kootenai Electric	Pay Before Due Date
10/27/2023	\$734.08	94215 Ricoh USA Inc.	Pay Before Due Date
10/27/2023	\$2,566.00	94216 Ross Point Water	Pay Before Due Date
10/27/2023	\$279.96	94217 Spectrum	Pay Before Due Date
10/27/2023	\$149.98	94218 Spectrum	Pay Before Due Date
10/27/2023	\$130.98	94219 TDS	Pay Before Due Date
10/27/2023	\$514.53	94220 Verizon	Pay Before Due Date
10/27/2023	\$262.50	94221 Ziplly Fiber	Pay Before Due Date
10/27/2023	\$122.00	94222 Ziplly Fiber	Pay Before Due Date
10/27/2023	\$1,326.88	94223 Ziplly Fiber	Pay Before Due Date
10/27/2023	\$122.00	94224 Ziplly Fiber	Pay Before Due Date
10/27/2023	\$71.67	94225 Ziplly Fiber	Pay Before Due Date

10/27/2023	\$183.42	94226 Ziply Fiber
10/27/2023	\$122.00	94227 Ziply Fiber
	\$165,613.57	

Pay Before Due Date
Pay Before Due Date

UN 11.7.23

001-445.0000.65030

Various

001-421.0000.66050

650-463.0000.65030

Various

Various

001-417.0000.6380

001-443.0000.65030

001-433.0000.90010

001-421.0000.68010

001-427.0000.62040

Various

001-421.0000.63210

001-421.4000.72000

001-421.4000.72000

Various

001-421.0000.62040

001-427.0000.62040

001-421.0000.65021

001-421.0000.67020

001-421.0000.63920

Various

001-421.0000.68010

001-421.0000.63920

001-421.0000.63590

001-421.0000.62040

003-482.4000.73000

001-421.0000.66043

001-421.0000.65030

652-463.3230.95520

001-431.0000.65030

Various

Various

001-443.0000.65021

Various

Various

001-412.0000.65040

001-442.0000.65030

001-443.0000.65030

Various

650-463.0000.65030

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

650-463.0000.65030

008-426.0000.65031
001-445.0000.65030

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Boyd's Landing Subdivision Plat Application

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the Boyd's Landing Subdivision.

Mylars to clerk prior to meeting.

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
CONSENT CALENDAR
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Kootenai County Public Transportation Agreement

ITEM AND RECOMMENDED ACTION:

Staff asks for Council to approve the contract and authorize the Mayor to sign.

DISCUSSION:

Kootenai County presented it to council and later requested funding from the City of Post Falls during the budget process. CityLink has numerous routes within the city limits. This year, Kootenai County Public Transportation is requesting \$40,412. The funds have been budgeted for this purpose.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Budget workshops in addition to the budget hearing for fiscal year 2024.

APPROVED OR DIRECTION GIVEN:

Approve, as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$40,412

BUDGET CODE:

001-411.0000.63870

ATTACHMENTS:

1. PF_LOA_FY24 - Final

Kootenai County Public Transportation

PUBLIC TRANSPORTATION LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the County of Kootenai, hereinafter “COUNTY” and the City of Post Falls, hereinafter “CITY”, and shall be effective on 1 October 2023 after all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to Kootenai County;

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services; and

WHEREAS, the COUNTY is a direct recipient of Federal Transit Administration (FTA) 5307 funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities within the urbanized area are authorized to participate in the funding of public transportation;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY is the legal authority to receive and dispense federal funds for planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in rolling stock, overhaul and rebuilding of vehicles, communications, and computer hardware and software. In addition, the COUNTY may receive and dispense federal funds for associated transit improvements, certain expenses associated with mobility management programs, all preventive maintenance, and some Americans with Disabilities Act complementary paratransit service costs.
2. The CITY agrees to provide funding in the amount of \$40,412 (Forty Thousand Four Hundred and Twelve Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on 1 October 2023 and ending on 30 September 2024. The CITY further agrees to provide one-half of said funding on or before the 29th day of February 2024, with the balance due no later than the 31st day of July 2024.

Kootenai County Public Transportation

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

Leslie Duncan, Chair
Kootenai County Commissioners

Date

ATTEST:

Jennifer Locke, County Clerk

Ron Jacobson, Mayor
City of Post Falls, Idaho

Date

ATTEST:

Shannon Howard, City Clerk

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: August Cash and Investments

ITEM AND RECOMMENDED ACTION:

August Cash and Investments

DISCUSSION:

N/A

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

179414972.32

BUDGET CODE:

Various

ATTACHMENTS:

1. Budget Status Report
2. Cash and Investments
3. Treasurer's Report of Cash and Investment Transactions

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED August 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 103,685.00	\$ 99,306.07	95.8%
	Personnel	<u>102,747.40</u>	<u>88,999.23</u>	86.6%
		206,432.40	188,305.30	91.2%
412 - INFORMATION SYSTEMS	Operating	127,633.08	126,831.04	99.4%
	Capital	108,422.76	108,422.76	0.0%
	Personnel	<u>385,483.63</u>	<u>324,616.36</u>	84.2%
		621,539.47	559,870.16	90.1%
413 - GENERAL SERVICES	Operating	15,050.00	13,832.84	91.9%
	Personnel	<u>295,325.67</u>	<u>251,279.65</u>	85.1%
		310,375.67	265,112.49	85.4%
414 - FINANCE	Operating	486,690.04	548,716.65	112.7%
	Personnel	<u>602,784.31</u>	<u>540,400.40</u>	89.7%
		1,089,474.35	1,089,117.05	100.0%
415 - CITY CLERK	Operating	21,976.15	22,588.71	102.8%
	Capital	-	-	0.0%
	Personnel	<u>80,278.06</u>	<u>72,401.30</u>	90.2%
		102,254.21	94,990.01	92.9%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	7,080.59	98.3%
	Capital	-	-	0.0%
	Personnel	<u>143,382.19</u>	<u>127,325.86</u>	88.8%
		150,582.19	134,406.45	89.3%
418 - HUMAN RESOURCES	Operating	8,950.00	17,201.89	192.2%
	Personnel	<u>200,720.09</u>	<u>263,826.68</u>	131.4%
		209,670.09	281,028.57	134.0%
419 - LIBRARY	Operating	-	-	
		-	-	
		-	-	
421 - POLICE	Operating	838,911.27	863,184.78	102.9%
	Capital	813,255.16	813,255.16	100.0%
	Personnel	<u>7,281,512.36</u>	<u>5,630,960.17</u>	77.3%
		8,933,678.79	7,307,400.11	81.8%
423 - OASIS	Operating	21,735.35	28,441.46	130.9%
	Personnel	<u>136,742.27</u>	<u>131,298.34</u>	96.0%
		158,477.62	159,739.80	100.8%
424 - LEGAL (PROSECUTING)	Operating	86,539.55	79,134.45	91.4%
	Capital	-	-	0.0%
	Personnel	<u>806,649.61</u>	<u>719,939.32</u>	89.3%
		893,189.16	799,073.77	89.5%
427 - ANIMAL CONTROL	Operating	17,250.00	9,900.03	57.4%
	Personnel	<u>178,702.68</u>	<u>158,060.89</u>	88.4%
		195,952.68	167,960.92	85.7%
431 - STREETS	Operating	2,051,709.69	1,238,627.56	60.4%
	Capital	3,307,320.08	124,205.53	0.0%
	Personnel	<u>1,341,387.86</u>	<u>1,050,743.99</u>	78.3%
		6,700,417.63	2,413,577.08	36.0%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED August 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	5,893.44	66.6%
		8,850.00	5,893.44	66.6%
433 - FACILITY MAINTENANCE	Operating	38,750.00	43,054.10	111.1%
	Capital	50,000.00	591.57	0.0%
	Personnel	276,347.23	250,294.23	90.6%
		365,097.23	293,939.90	80.5%
434 - FLEET MAINTENANCE	Operating	351,890.59	192,521.34	54.7%
	Capital	1,971,359.00	707,106.53	35.9%
	Personnel	461,461.39	317,777.72	68.9%
		2,784,710.98	1,217,405.59	43.7%
435 - -GIS	Operating	54,750.00	53,110.41	97.0%
	Personnel	180,251.18	159,107.32	88.3%
		235,001.18	212,217.73	90.3%
441 - URBAN FORESTRY	Operating	34,508.00	45,001.88	130.4%
	Capital	101,060.00	53,046.29	0.0%
	Personnel	208,195.12	184,893.55	88.8%
		343,763.12	282,941.72	82.3%
442 - CEMETERY	Operating	116,159.00	101,634.92	87.5%
	Capital	-	-	0.0%
	Personnel	224,794.76	193,035.65	85.9%
		340,953.76	294,670.57	86.4%
443 - PARKS	Operating	767,394.09	582,824.22	75.9%
	Capital	557,292.00	131,934.31	0.0%
	Personnel	1,258,279.79	1,078,009.18	85.7%
		2,582,965.88	1,792,767.71	69.4%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	763,594.00	81,296.04	10.6%
		763,594.00	81,296.04	10.6%
445 - RECREATION	Operating	214,779.26	234,216.33	109.0%
	Capital	6,895.00	11,930.00	0.0%
	Personnel	889,895.14	657,995.24	73.9%
		1,111,569.40	904,141.57	81.3%
451 - PLANNING & ZONING	Operating	56,902.70	24,049.02	42.3%
	Personnel	291,054.09	272,558.02	93.6%
		347,956.79	296,607.04	85.2%
452 - BUILDING INSPECTOR	Operating	30,600.00	22,295.59	72.9%
	Personnel	719,488.66	636,591.72	88.5%
	Capital	-	3,750.00	0.0%
		750,088.66	662,637.31	88.3%
453 - ENGINEERING	Operating	40,800.00	17,422.53	42.7%
	Capital	-	-	0.0%
	Personnel	699,853.54	621,446.28	88.8%
		740,653.54	638,868.81	86.3%

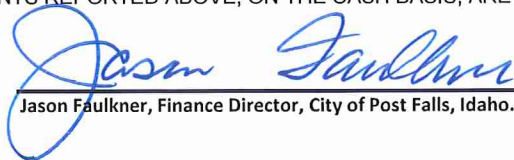
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED August 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	62,765.00	75,732.67	120.7%
	Capital	18,600.00	18,600.00	0.0%
	Personnel	209,731.40	184,157.11	87.8%
		<u>291,096.40</u>	<u>278,489.78</u>	95.7%
465 - STREET LIGHTS	Operating	650,000.00	551,641.67	84.9%
		<u>650,000.00</u>	<u>551,641.67</u>	84.9%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	10,800,696.65	7,301,269.95	67.6%
	Capital	6,657.42	34,925.96	0.0%
		<u>10,807,354.07</u>	<u>7,336,195.91</u>	67.9%
482 - PERSONNEL POOL	Operating	4,121,000.00	3,777,583.00	91.7%
	Personnel	496,752.04	38,786.35	7.8%
		<u>4,617,752.04</u>	<u>3,816,369.35</u>	82.6%
497 - TRANSFERS OUT	Operating	1,551,571.45	3,102,571.45	200.0%
		<u>1,551,571.45</u>	<u>3,102,571.45</u>	200.0%
TOTAL GENERAL FUND		<u>47,865,022.76</u>	<u>35,229,237.30</u>	73.6%
002 - INSURANCE FUND	Operating	310,466.00	304,435.31	98.1%
		<u>310,466.00</u>	<u>304,435.31</u>	98.1%
003 - PERSONNEL FUND	Operating	112,300.00	97,995.76	87.3%
	Capital	-	-	0.0%
	Personnel	4,168,700.00	3,806,402.65	91.3%
		<u>4,281,000.00</u>	<u>3,904,398.41</u>	91.2%
007 - DRUG SEIZURE FUND	Operating	530,000.00	64,030.45	12.1%
	Capital	-	30,211.62	
		<u>530,000.00</u>	<u>94,242.07</u>	17.8%
008 - 911 FUND	Operating	482,778.71	316,348.50	65.5%
	Capital	-	811.59	0.0%
	Personnel	73,001.73	72,007.46	98.6%
		<u>555,780.44</u>	<u>389,167.55</u>	70.0%
011 - FACILITY BUILDING RESERVE FUND	Operating	7,094,962.00	-	0.0%
	Capital	1,405,038.00	653,466.55	0.0%
		<u>8,500,000.00</u>	<u>653,466.55</u>	0.0%
017 - ANNEXATION FUND	Operating	3,700,000.00	14,858.49	0.4%
	Capital	-	625,651.03	
		<u>3,700,000.00</u>	<u>640,509.52</u>	17.3%
023 - SPECIAL EVENTS FUND	Operating	48,320.00	26,612.15	55.1%
		<u>48,320.00</u>	<u>26,612.15</u>	55.1%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	
		<u>202,500.00</u>	<u>-</u>	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	2,000,000.00	558,288.98	
		<u>2,000,000.00</u>	<u>558,288.98</u>	
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,355,000.00	33,334.70	1.4%
	Capital	-	999,784.39	0.0%
		<u>2,355,000.00</u>	<u>1,033,119.09</u>	43.9%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED August 31, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	750,000.00	151,120.95	0.0%
	Capital	4,193,847.00	2,349,234.51	
		<u>4,943,847.00</u>	<u>2,500,355.46</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	65,000.00	18,357.60	0.0%
	Capital	4,600,000.00	2,665,854.30	58.0%
		<u>4,665,000.00</u>	<u>2,684,211.90</u>	57.5%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
410 - LID 2004	Operating	528,000.00	-	0.0%
		<u>528,000.00</u>	<u>-</u>	0.0%
450 - LID GUARANTEE FUND	Operating	150.00	-	0.0%
		<u>150.00</u>	<u>-</u>	0.0%
650 - RECLAIMED WATER OPERATING FUND includ: wwo, collections, recycled, surface	Operating	24,792,154.30	14,913,898.71	60.2%
	Capital	873,373.00	531,536.40	60.9%
	Personnel	2,030,043.86	1,747,442.85	86.1%
		<u>27,695,571.16</u>	<u>17,192,877.96</u>	62.1%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	921,274.00	682,533.00	74.1%
	Capital	17,055,000.00	6,844,523.22	40.1%
		<u>17,976,274.00</u>	<u>7,527,056.22</u>	41.9%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	17,107,506.00	2,345,895.74	13.7%
		<u>17,107,506.00</u>	<u>2,345,895.74</u>	13.7%
700 - SANITATION FUND	Operating	3,534,608.00	3,101,692.55	87.8%
		<u>3,534,608.00</u>	<u>3,101,692.55</u>	87.8%
750 - WATER OPERATING FUND	Operating	2,249,747.34	1,656,419.37	73.6%
	Capital	596,000.00	252,861.15	
	Personnel	764,745.05	701,602.01	91.7%
		<u>3,610,492.39</u>	<u>2,610,882.53</u>	72.3%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	2,783,794.00	858,325.83	30.8%
		<u>2,783,794.00</u>	<u>858,325.83</u>	30.8%
GRAND TOTAL		<u>\$ 153,193,331.75</u>	<u>\$ 81,654,775.12</u>	53.3%

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Jason Faulkner, Finance Director, City of Post Falls, Idaho.

City of Post Falls
Cash and Investments
8/31/2023

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	39,992,316.90
LGIP Acct 1441	272,305.65
<u>First Financial Equity Corporation</u>	
General Accts Investments	23,044,920.88
Contingency Accts	5,922,900.90
Replacement & Reserve Accts	51,687,771.94
<u>Moreton Capital Investments</u>	
Moreton Securities	19,744,910.76
<u>Mountain West bank</u>	
Repurchase Sweep Account	38,672,779.11
Checking Account	75,003.18
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	230.00
Park	608.00
Planning and Zoning	150.00
Total	<u><u>\$ 179,414,972.32</u></u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS
REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE.



Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
8/31/2023

FUND	BALANCE 07/31/2023	RECEIPTS	DISBURSEMENTS	BALANCE 08/31/2023
001 - GENERAL FUND	\$ 40,317,416.49	\$ 2,977,708.25	\$ 2,934,468.67	\$ 40,360,656.07
002 - COMPREHENSIVE LIABILITY	424,305.48	\$ 50,348.38	\$ -	474,653.86
003 - PERSONNEL BENEFIT POOL	(494,971.71)	\$ 359,899.98	\$ 360,843.51	(495,915.24)
004 - STREET LIGHTS	131,781.96	\$ 262.16	\$ -	132,044.12
007 - DRUG SEIZURE PROGRAM	169,169.88	\$ 15,329.56	\$ 42,895.10	141,604.34
008 - 911 SUPPORT	2,392,583.58	\$ 54,067.88	\$ 9,503.48	2,437,147.98
011 - FACILITY BUILDING RESERVE	8,616,558.21	\$ 58,891.35	\$ -	8,675,449.56
017 - ANNEXATION FEES	3,023,270.34	\$ 24,050.19	\$ -	3,047,320.53
023 - SPECIAL EVENTS	343,733.85	\$ 11,494.38	\$ 6,165.25	349,062.98
029 - CEMETERY CAPITAL IMPROVEMENT	415,728.63	\$ 8,191.66	\$ -	423,920.29
034 - KOOTENAI FIRE/EMS IMPACT FEES	121,039.32	\$ 33,823.86	\$ 112,285.00	42,578.18
035 - PUBLIC SAFETY IMPACT FEES	2,229,804.36	\$ 26,955.10	\$ 2,872.00	2,253,887.46
037 - STREETS IMPACT FEES	5,720,391.48	\$ 101,608.71	\$ 17,806.95	5,804,193.24
038 - PARKS IMPACT FEES	4,073,922.74	\$ 678,841.74	\$ 58,069.57	4,694,694.91
039 - STREETS CAPITAL PROJECTS	21,327.95	\$ 42.43	\$ -	21,370.38
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(87,415.39)	\$ 1,134.18	\$ -	(86,281.21)
450 - LID GUARANTEE	17,801.99	\$ 35.41	\$ -	17,837.40
650 - RECLAIMED WATER OPERATING	52,244,109.85	\$ 1,742,216.07	\$ 1,474,483.94	52,511,841.98
651 - RECLAIMED WATER CAPITAL - WWTP	9,504,032.83	\$ 305,139.20	\$ 167,836.08	9,641,335.95
652 - RECLAIMED WATER CAPITAL - COLLECTOR	19,118,271.92	\$ 1,207,390.19	\$ 223,438.89	20,102,223.22
700 - SANITATION	1,537,184.17	\$ 389,626.26	\$ 381,476.42	1,545,334.01
750 - WATER OPERATING	21,588,865.29	\$ 725,892.94	\$ 346,354.04	21,968,404.19
753 - WATER CAPITAL	5,450,157.60	\$ 32,180.40	\$ 99,750.00	5,382,588.00
GRAND TOTAL:	\$ 176,848,090.94	\$ 8,805,130.28	\$ 6,238,248.90	\$ 179,414,972.32

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Jason Faulkner, Finance Director, City of Post Falls, Idaho

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Nagra Annexation (File No. ANNX-22-11)

THIS AGREEMENT is made this Click or tap to enter a date., 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 Ranvir S. Nagra and Davinder Nagra, with a principal place of business at PO Box 529, Veradale, WA 99037.

WHEREAS, Ranvir S. Nagra and Davinder Nagra, (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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 annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located at the northwest corner of Prairie Avenue and McGuire Road (8043 N. McGuire Rd.) and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining

lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate "as-built" drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate "as-builts" are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. The Owner acknowledges that, at the time of annexation, sanitary sewer service is not available to the site. Prior to development of the site, the North Regional Lift Station (near the northeast corner of the Pleasant View / Prairie intersection) would need to be constructed (by the City) and sanitary sewer would need to be extended to the site by the Owner or other private developers. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of sanitary sewer capacity within 500' of the Property, the owner agrees to disconnect from the temporary service and connect to and divert flows to the public system within one year. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along McGuire Road to include utilities, sidewalks, and storm drainage.
- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along McGuire Road for a total right of way width of 42.5 feet measured from the Section Line.
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Prairie Avenue to include utilities, sidewalks, and storm drainage.
- 4.1.3. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Prairie Avenue for a total right of way width of 55 feet measured from the Section Line.
- 4.1.4 At the existing roundabout at Prairie Avenue and McGuire Road, the rights-of-way and easements required by this Section 4.1 must connect with a tangent curve of 50' radius.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual

burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. 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.

- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. 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.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. 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.
- 6.13. 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.
- 6.14. 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.
- 6.15. 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.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit

brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

CITY OF POST FALLS

Ranvir S. Nagra and Davinder Nagra

By: Ronald G. Jacobson, Mayor

By: Ranvir Singh Nagra
Ranvir S. Nagra

Attest:

Shannon Howard, City Clerk

By: Davinder Nagra

ACKNOWLEDGEMENTS

STATE OF IDAHO)
)
 : ss
County of Kootenai)

On this _____ day of February, 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.

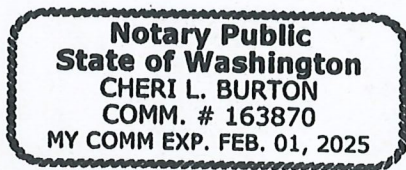
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
:SS

County of ~~Keotena~~ Spokane)

On this 17th day of ~~February~~ April, 2023, before me, a Notary for the State of ~~Idaho~~ Washington, personally appeared ~~Paul J. Burman~~ Paul J. Burman, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that they 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.



Cheri L. Burton
Notary Public for the State of ~~Idaho~~ Washington
Residing at: Spokane
Commission Expires: 2-1-2025

EXHIBIT A

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 20 BEING A 2.5 INCH ALUMINUM CAP MARKED PLS 11119 PER CP&F 2405159000 FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 20 BEARS NORTH 88°42'55" WEST A DISTANCE OF 2650.29 FEET ; THENCE, ALONG THE CENTERLINE OF THE RIGHT-OF-WAY OF NORTH MCGUIRE ROAD NORTH 0°45'02" EAST A DISTANCE OF 281.57 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, NORTH 89°15'22" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF WAY OF NORTH MCGUIRE ROAD;

THENCE, ALONG SAID RIGHT-OF-WAY SOUTH 2°06'53" WEST A DISTANCE OF 179.00 FEET;

THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 106.19 FEET, A DELTA ANGLE OF 86°54'51", AND A CHORD THAT BEARS SOUTH 45°34'18" WEST A DISTANCE OF 96.29 FEET;

THENCE, SOUTH 89°01'44" WEST A DISTANCE OF 95.80 FEET TO A POINT ON THE POST FALLS CITY BOUNDARY;

THENCE, DEPARTING FROM THE RIGHT-OF-WAY OF NORTH MCGUIRE ROAD ALONG SAID CITY BOUNDARY NORTH 0°44'38" EAST A DISTANCE OF 630.67 FEET;

THENCE, SOUTH 88°42'42" EAST A DISTANCE OF 197.97 FEET TO THE CENTERLINE OF NORTH MCGUIRE ROAD;

THENCE, ALONG SAID CENTERLINE SOUTH 0°45'02" WEST A DISTANCE OF 378.68 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 2.642 ACRES, MORE OR LESS.





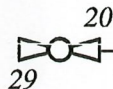
H-Scale 1" = 80'



LEGEND

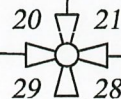
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY BOUNDARY
- ////// EXISTING CITY BOUNDARY
- ////// PROPOSED CITY BOUNDARY

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	70.00'	106.19'	86°54'51"	N45°34'18"E	96.29'



S88°42'55"E 2650.29'

W. PRAIRIE AVE.



PARCEL
115074 SF
2.642 AC

N89°15'22"W 30.00'

N2°06'53"E 179.30'

N. MCGUIRE RD.

N89°01'44"E 95.80'

S0°45'02"W 378.68'

S0°44'38"W 630.67'

N88°42'50"W 197.97'

CITY ANNEXATION EXHIBIT

SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: N/A

DRAFTED BY: ERH

PLOT DATE: 05/31/2022

SHEET

FILE NAME: 22-125

CHECKED BY: CJJ

PROJECT No.: 22-125

1
1

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Black Bay LWCF Grant Acceptance

ITEM AND RECOMMENDED ACTION:

The Parks Department is seeking council approval for the mayor to sign an agreement with the State of Idaho for a Land and Water Conservation Fund (LWCF) grant to assist in the Black Bay Phase 1 Park Improvements.

DISCUSSION:

During the past five years, the Parks Department has been working towards the construction of Black Bay Phase 1 Park Improvements. To date, the vision plan has been completed and adopted by the council, the vision plan has been validated, the schematic design has been completed and adopted by the council, phase 1 construction documents have been completed, and phase 1 construction has been put out to bid. During this time, the Park Department has also applied for two rounds of LWCF grant funding. In September 2023, the Park Department was notified that our grant application had received final approval from the National Parks Service.

The City has been awarded a \$750,236.00 grant with a 50% match requirement. The matching funds will be paid for with park impact fees.

The Parks Department is seeking council approval for the mayor to sign an agreement with the State of Idaho, represented by the Idaho Parks and Recreation Board and the Idaho Department of Parks and Recreation, for a Land and Water Conservation Fund (LWCF) grant to assist in the Black Bay Phase 1 Park Improvements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

1. 08-07-18: Black Bay Park Request for Qualifications for a Master Plan and Landscape Design Services.
2. 11-06-18: Black Bay Park Consultant Services Agreement with Civitas, Inc.
3. 08-06-19: Black Bay Park Vision Plan Final Plan Presentation for Adoption
4. 10-15-19: Black Bay Park Consultant Services Agreement for Park Design Validation and Schematic Design
5. 12-17-19: Black Bay Park Design Validation and Schematic Design for Adoption
6. 02-18-20: Black Bay Park Design Validation and Schematic Design for Adoption
7. 02-18-20: Black Bay Park Consultant Services Agreement for Phase 1 Design
8. 08-15-23: Black Bay Phase 1 Update

APPROVED OR DIRECTION GIVEN:

The council approved or provided direction to proceed with the previously mentioned items.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$750,236.00

BUDGET CODE:

No Budget Code yet

ATTACHMENTS:

1. Black Bay_LWCF Grant

STATE AND LOCAL PROJECT AGREEMENT Land and Water Conservation Fund		Project Sponsor: City of Post Falls
		Project Title: Black Bay Park Improvements
Approval Date: October 1, 2023	Project Period: 10/01/2023 to 12/31/2025	Project No.: 16-00594

Project Scope (Description of Project):

1. Entry Plaza (including site amenities)
2. Beach
3. Bay Restoration
4. Lawn
5. Water Distribution
6. Trail to Beach
7. Electrical Service to Plaza

Project Cost Breakdown:

Total Project Cost as Shown by Project Proposal	\$1,500,472.00
Local Matching Funds of 50%	\$ 750,236.00
Federal Funds for this Project to Support Ceiling of *50%	\$ 750,236.00

***Support Ceiling** - The maximum amount of federal assistance that will be provided on a project. This amount is determined at the time of project approval contained in the project proposal.

The State of Idaho, represented by the Idaho Park and Recreation Board and the Idaho Department of Parks and Recreation (hereinafter referred to as the State), and **the City of Post Falls** (hereinafter referred to as the Sponsor), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965 (hereinafter referred to as LWCF), and any rules or regulations promulgated thereunder; and the Idaho Administrative Procedures Act, IDAPA 26.01.33000 et seq., including the terms, conditions, plans, specifications, estimates and procedures established thereunder.

The State is authorized to enter into this agreement pursuant to Sections 67-4223, Idaho Code.

The State hereby promises, in consideration of the promises made by the local unit herein, to take the necessary steps and action to attempt to enter an agreement with the United States Department of the Interior, National Park Service, to obtain federal funds for that portion of the project referred from the United States and disburse the same as it deems necessary to the local unit.

Nothing contained in any part of this contract, including the general provisions, maintenance agreement, or any other attachment hereto, is to be, in any way, understood as obligating the credit of funds of the State of Idaho or any state department. It is further understood that in the event federal funds are not available for this project within a year from the date of this agreement, that this agreement is null and void. The Sponsor hereby promises, in consideration of the promises made by the State, to carry out and complete the project scope described on the reverse side in accordance with the terms of this agreement and attachments.

It is expressly understood and agreed by and between the parties that the State is not liable to reimburse the local unit for any costs whatsoever until it has received funds designated for such project from the National Park Service and until the National Park Service has agreed that such funds are to be disbursed to the local unit. It is further understood that in the event any project is cancelled, any funds remaining in the hands of the State will not be paid over to the local unit unless so permitted by the federal government.

The Sponsor is responsible for assuring that all reasonable safeguards, safety devices, and protective equipment are provided. Also, the Sponsor should take the action necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with performance of work to the project.

The attached general provisions and all commitments in the total project proposal, the project application, and LWCF manual are made a part of this agreement.

The following special project terms and conditions were added to this agreement before it was signed.

The parties hereto have executed this agreement on:

Date: _____

Date: _____

IDAHO DEPARTMENT OF
PARKS AND RECREATION

PROJECT SPONSOR

By: _____
(Signature)

By: _____
(Signature)

Alternate State Liaison Officer
(Title)

(Title)

Terms of Agreement

PERFORMANCE GOALS AND PROJECT OBJECTIVES

Performance Goals – LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the public. This project will improve public outdoor recreation opportunity for the residents of Post Falls by renovating Black Bay Park in Post Falls, Idaho. This will provide updated, accessible recreation amenities for town residents of all abilities.

Project Objectives – Construct an entry plaza, remove dilapidated retaining wall, increase site drainage, add native landscaping, extending water distribution and electrical service to the entry plaza, rehab/repave trail to the beach., develop beach, and bay restoration.

PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

STATEMENT OF WORK

The City of Post Falls will renovate/develop Black Bay Park. Renovation work includes upper lawn improvements to remove a dilapidated retaining wall, increase site drainage and add native landscaping, extending water distribution and electrical service to the entry plaza, and rehab/repave trail to the beach to meet accessibility standards. Development work associated with this project will include the construction of an entry plaza (large shade pavilion, site furnishings, wayfinding signage, lighting, and native landscaping), beach development (added surface material, site furnishings, and native landscaping), and bay restoration.

The Recipient and Subrecipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement.

COST-SHARE REQUIREMENT

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, any reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

PRE-AWARD INCURRENCE OF COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

AWARD SPECIFIC TERMS AND CONDITIONS

USACE – section 401 permit was received and has stipulations regarding the permit that must be followed for this NPS project.

Detailed breakdown of budget categories with federal and non-federal costs to be submitted to and approved by the National Park Service prior to any reimbursement.

PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

PROPERTY UTILIZATION

NOT APPLICABLE

ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

SECTION 508 OF THE REHABILITATION ACT OF 1973 ([29 U.S.C. §794 \(d\)](#))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View [Section 508 of the Rehabilitation Act, Standards and Guidelines](#) for detailed information.

BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#).

Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement reference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to ["Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).

7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an Financial Assistance Awarding Officer.

Questions pertaining to waivers should be directed to the Financial Assistance Awarding Officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Buy America Preference Alternate Small Award Term

The following terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: 1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; 2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica/. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest. Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

Per National Park Service Federal Agreement:

GENERAL AND SPECIAL PROVISIONS

1. **Lobbying Prohibition.** 18 U.S.C. § 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
2. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. § 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
3. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
6. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
8. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
9. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

10. No Third-Party Rights. This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

11. Program Income. If the Recipient earns program income, as defined in 2 CFR § 200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR § 200.305 (5)). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

12. Rights in Data. The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

13. Conflict of Interest

a. Applicability.

- i. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- ii. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply.

b. Requirements.

- i. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- ii. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

- iii. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

c. Notification.

- i. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of interest.
- ii. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC § 1352.
- iii. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- iv. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

ATTACHMENT A LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a

failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF postcompletion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.

E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published postcompletion compliance regulations (36 C.F.R Part 59).

F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property

described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause physical work on the project to start within one year after receipt of notification that funds have been approved and assure that the project is being implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.

6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.

8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

LWCF

National Park Service
U.S. Department of the Interior
State and Local Assistance Programs



16-00594- Black Bay Park Post Falls, Kootenai County, Idaho

Proposed Federal Action:

Approval of a Land and Water Conservation Fund grant. The city of Post Falls proposes to renovate/develop 55-acre Black Bay Park. Renovation work includes upper lawn improvements to remove a dilapidated retaining wall, increase site drainage and add native landscaping, extending water distribution and electrical service to the entry plaza, and rehab/repave trail to the beach to meet accessibility standards. Development work associated with this project will include an entry plaza (large shade pavilion, site furnishings, signage, lighting, and native landscaping), beach development (added surface material, site furnishings, and native landscaping), and bay restoration.

Categorical Exclusion On the basis of the environmental impact information in the LWCF grant file, including the public and agency involvement documented on the associated Proposal Description and Environmental Screening Form, I am categorically excluding the described project from further NEPA analysis. The action is fully described in NPS DO-12, §3.3 F(5) which states, “Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:

- a. conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours;
- b. introduce motorized recreation vehicles;
- c. introduce active recreation pursuits into a passive recreation area;
- d. increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or
- e. add or alter access to the park from the surrounding area.”

None of the exceptional circumstances described in NPS DO-12, §3.5 apply to this project. **Date Brandon Pace,**

Acting Compliance Officer Team
Leader MIDWEST REGION

BRANDON PACE Digitally signed by BRANDON PACE

Date: 2023.06.28 10:08:51 -06'00'

Budget Narrative - LWCF Request for the City of Post Falls

The Black Bay Park project is a large-scale redevelopment of a 66-acre park. For this phase,

we are concentrating on 8 acres that were identified by the public as their highest priority. The total estimated cost of this project is \$1,500,472. This grant request is for \$750,236 and city funds pay for the balance.

Black Bay Park - City of Post Falls

\$1,500,472.00 Total Phase One Cost
\$750,236.00 Grant Request
\$750,236.00 City Cash Match

A break-out of the component cost is listed in the table below but includes an **entry plaza** with a large shade pavilion, site furnishings, signage, lighting, and native landscaping. A **beach** with added surface material, site furnishings, and native landscaping. **Bay restoration** for a small area along the northeast side of the bay, above the high water mark. Upper **lawn** improvements to remove a dilapidated retaining wall, increase site drainage and add native landscaping. Extending **water distribution and electrical service** to the entry plaza. Remove, regrade, and repave the **Trail to the beach** to meet ADA standards.

BLACK BAY PARK - PHASE 1 Bid Docs	
COST MODEL DECEMBER 2022	
Black Bay Park Areas Above High Water Line (Area A, Inside 6-f Boundary)	Cost
Entry Plaza	\$906,497.47
Beach	\$92,651.36
Bay Restoration	\$10,226.25
Lawn	\$266,545.35
Water Distribution	\$53,563.95
Trail to Beach	\$137,450.25
Electrical Service to Plaza	\$33,538.05
Total Park Costs	\$1,500,472.69
Design cost not included	

The cost estimates were developed by Civitas, our contracted design firm, and their subcontractors. Detailed estimates for each park area can be found on the following pages.

BLACK BAY PARK - PHASE 1 Bid Docs
COST MODEL DECEMBER 2022

Black Bay Park Areas Above High Water Line (Area A, Inside 6-f Boundary)		Cost
Entry Plaza		\$906,497.47
Beach		\$92,651.36
Bay Restoration		\$10,226.25
Lawn		\$266,545.35
Water Distribution		\$53,563.95
Trail to Beach		\$137,450.25
Electrical Service to Plaza		\$33,538.05
Total Park Costs		\$1,500,472.69

Design cost not included

BLACK BAY PARK - PHASE 1 Bid Docs
COST MODEL DECEMBER 2022

Material	Quantity	Units	\$/Unit	Cost
Black Bay Park				
Entry Plaza				
Tackified Aggregate (Klingstone)	2,373	SF	\$27.00	\$64,071.00
Concrete Wall	58	LF	\$405.00	\$23,490.00
Logs	3	EA	\$1,012.50	\$3,037.50
Large Boulders	3	EA	\$1,080.00	\$3,240.00
Medium Boulders	10	EA	\$675.00	\$6,750.00
Small Boulders	13	EA	\$405.00	\$5,265.00
Custom BBQ table	1	LS	\$10,800.00	\$10,800.00
Drinking Fountain	1	EA	\$8,889.08	\$8,889.08
Trash and Recycling	4	EA	\$2,936.29	\$11,745.16
Firepit	1	EA	\$10,416.98	\$10,416.98
Harvest Table - standard size	3	EA	\$12,772.19	\$38,316.56
Harvest Table - ADA	1	EA	\$12,245.16	\$12,245.16
Gas Grill Burner Built-In	1	EA	\$13,500.00	\$13,500.00
Bench Wood Topper	6	EA	\$4,249.03	\$25,494.18
Park Entry Signage	1	EA	\$8,100.00	\$8,100.00
Shade Pavilion	1	LS	\$371,250.00	\$371,250.00
Pedestrian Light (Cheaper Alternate)	2	EA	\$5,400.00	\$10,800.00
Perennial Garden	2,971	SF	\$13.50	\$40,108.50
Shrubland Mix	2,088	SF	\$16.20	\$33,825.60
Earthwork - Plaza				
Clearing and Grubbing - Lawn Area	1975	SY	\$8.10	\$15,997.50
Excavation to Embankment - Lawn Area	50	CY	\$54.00	\$2,700.00
Import Material (fill, soil, gravel) - Lawn Area	495	CY	\$67.50	\$33,412.50
Clearing and Grubbing - Swales	455	SY	\$8.10	\$3,685.50
Excavation to Embankment - Swales	230	CY	\$54.00	\$12,420.00
Misc. Erosion Control (silt fence, straw wattle, etc.)	1	LS	\$15,187.50	\$15,187.50
			Subtotal	\$83,403.00
Demolition				
Remove Existing Asphalt	240	SY	\$14.85	\$3,564.00
Remove Existing Retaining Wall	1	LS	\$10,125.00	\$10,125.00
			Subtotal	\$13,689.00
Plaza Improvements				
Concrete Sidewalk	163	SY	\$155.25	\$25,305.75
Import Material (fill, soil, gravel) - conc sidewalk	5	CY	\$67.50	\$337.50
Concrete Curb & Gutter	562	LF	\$71.55	\$40,211.10
Curb Inlet	2	EA	\$267.30	\$534.60
Drywell	2	EA	\$11,777.40	\$23,554.80
Trench Drain	1	LS	\$10,125.00	\$10,125.00
4" HDPE Drain Pipe	32	LF	\$30.38	\$972.00
			Subtotal	\$101,040.75
Plaza and Lawn Area Electrical Costs				
			Subtotal	\$7,020.00
Total Entry Plaza Costs				\$906,497.47

BLACK BAY PARK - PHASE 1 Bid Docs
COST MODEL DECEMBER 2022

Material	Quantity	Units	\$/Unit	Cost
Black Bay Park				
Beach				
Logs	2	EA	\$1,012.50	\$2,025.00
Large Boulders	24	EA	\$1,080.00	\$25,920.00
Medium Boulders	3	EA	\$675.00	\$2,025.00
Small Boulders	12	EA	\$945.00	\$11,340.00
Trash and Recycling	2	EA	\$2,936.29	\$5,872.58
Firepit	1	EA	\$9,664.08	\$9,664.08
Log Stump Tables	1	EA	\$0.00	\$0.00
Park Place Making Signage	1	EA	\$3,240.00	\$3,240.00
Native Riparian Species	99	SF	\$10.80	\$1,069.20
Earthwork - Nose of the Bay - Beach Area				
Clearing and Grubbing - Nose of the Bay	355	SY	\$8.10	\$2,875.50
Excavation to Embankment - Nose of the Bay	20	CY	\$54.00	\$1,080.00
Import Material (fill, soil, gravel) - Nose of the Bay	85	CY	\$67.50	\$5,737.50
Misc. Erosion Control (silt fence, straw wattle, etc.)	1	LS	\$13,500.00	\$13,500.00
Nose of the Bay Improvements - Beach Area				
6" Sand	70	CY	\$40.50	\$2,835.00
Base - 4" Type 1 Crushed Aggregate	27	CY	\$101.25	\$2,733.75
Tackified Aggregate	27	Ton	\$101.25	\$2,733.75
Total Beach Area				\$92,651.36

BLACK BAY PARK - Bid Docs
COST MODEL DECEMBER 2022

Material	Quantity	Units	\$/Unit	Cost
Black Bay Park				
Bay Restoration				
Flex MSE Wall Hydroseeding	1,351	SF	\$1.35	\$1,823.85
NE Trail to Bay				
Aggregate Mix	2,662	SF	\$2.70	\$7,187.40
Armoring Plan - Northeast of the Bay				
Water Bars - Northeast Bay	2	EA	\$607.50	\$1,215.00
				\$10,226.25

BLACK BAY PARK - PHASE 1 Bid Docs
COST MODEL DECEMBER 2022

Material	Quantity	Units	\$/Unit	Cost
Black Bay Park				
Lawn				
Remove Existing CMU Block Wall	1	LS	\$6,075.00	\$6,075.00
Shrubland Mix	4,921	SF	\$10.80	\$53,146.80
Turf	11,837	SF	\$5.40	\$63,919.80
Misc. Erosion Control (silt fence, straw wattle, etc.)	1	LS	\$10,125.00	\$10,125.00
Clearing and Grubbing - Lawn Area	1370	SY	\$3.38	\$4,623.75
Excavation to Embankment - Lawn Area	20	CY	\$13.50	\$270.00
Import Material (fill, soil, gravel) - Lawn Area	265	CY	\$135.00	\$35,775.00
Large Boulders	5	EA	\$1,080.00	\$5,400.00
Medium Boulders	74	EA	\$675.00	\$49,950.00
Small Boulders	92	EA	\$405.00	\$37,260.00
Total Lawn Area				\$266,545.35

BLACK BAY PARK - PHASE 1 Bid Docs
COST MODEL DECEMBER 2022

Material	Quantity	Units	\$/Unit	Cost
Black Bay Park				
Water Distribution System				
2" Water Service - HDPE DR-13.5	219	LF	\$10.13	\$2,217.38
Trenching and Backfill	1379	LF	\$20.25	\$27,924.75
Imported Pipe Bedding	1379	LF	\$8.10	\$11,169.90
2" Gate Valves	1	EA	\$3,586.28	\$3,586.28
Water Service Assembly Type I	1	EA	\$8,530.65	\$8,530.65
2" 90° Elbow	1	EA	\$135.00	\$135.00
Total Water Distribution				\$53,563.95

BLACK BAY PARK - PHASE 1 Bid Docs
COST MODEL DECEMBER 2022

Material	Quantity	Units	\$/Unit	Cost
Black Bay Park				
Trail to Beach				
<i>Earthwork - South Trail Improvements</i>				
Clearing and Grubbing	455	SY	\$8.10	\$3,685.50
Excavation to Embankment	70	CY	\$54.00	\$3,780.00
Import Material (fill, soil, gravel)	150	CY	\$67.50	\$10,125.00
Rock Excavation	433	LF	\$40.50	\$17,536.50
Misc. Erosion Control (silt fence, straw wattle, etc.)	1	LS	\$30,375.00	\$30,375.00
<i>Demolition</i>				
Remove Existing Asphalt	1,010	SY	\$14.85	\$14,998.50
<i>South Trail Repaving</i>				
Ballast - 12" Subgrade	337	CY	\$40.50	\$13,648.50
Base - 4" Type 1 Crushed Aggregate	113	CY	\$101.25	\$11,441.25
2" Asphalt Pavement	118	Ton	\$270.00	\$31,860.00
Total South Trail Costs				\$137,450.25

BLACK BAY PARK - PHASE 1 Bid Docs
COST MODEL DECEMBER 2022

Material	Quantity	Units	\$/Unit	Cost
Black Bay Park				
Electrical Service to the Plaza				
Electrical Service to the Plaza (extended from on-site)	1	LS	\$33,538.05	\$33,538.05
Electrical Service to the Site				\$33,538.05

09/27/2023

LWCF State & Local Assistance Grant Budget Narrative / Milestone Plan

State: Idaho	Sub-grantee:	Indirect (ICR): 6.45%
Project Name: Black Bay Park Improvements	PoP Start: 02/01/23	PoP End: 12/31/23
LWCF Legacy Project #: 16-00594	Development: X	Acquisition:
Total Project Cost (including ICR): \$1,597,252.44	NPS Region: PWR	Date Prepared: 07/29/21
Federal Share: \$798,626.22		
Federal Share as % of project: 50.0%		

Scope of Work: Over a thousand feet of pave pathway that meets ADA grade requirements, erosion control, viewing sites, picnic and gathering sites, A picnic shelter with a hardscape plaza for ADA access. Lawn and drainage, wayfinding, site amenities, and separation of vehicle / pedestrian along entry road.

PROPOSED ACCOMPLISHMENTS	LWCF grant (federal share)	MATCH - from grant sponsor	MATCH - not from grant sponsor	SUBTOTALS by Category	Pre- Agreement Cost?	MILESTONES - projected dates by scope element
7. Site Work						
Earthwork	\$62,836.00	\$62,836.00				
Utilities (drainage, electrical, water)	\$64,387.00	\$64,387.00				
Erosion Control	\$35,201.00	\$35,201.00				
				\$324,848.00		10/1/2023 - 9/31/2024
8. Demolition/Removal						
Clearing & Grubbing	\$15,434.00	\$15,434.00				
Asphalt Removal	\$9,281.00	\$9,281.00				
Wall Removal	\$5,063.00	\$5,063.00				
				\$59,556.00		10/1/2023 - 9/31/2024
9. Construction						
Flatwork	\$76,066.00	\$76,066.00				
Landscape	\$176,647.00	\$176,647.00				
Structures	\$185,625.00	\$185,625.00				
Wall and Curb	\$35,155.00	\$35,155.00				
				\$946,986.00		1/1/2023 - 9/31/2024
11. Miscellaneous						
Site Amenities	\$73,471.00	\$73,471.00				
Signage	\$5,670.00	\$5,670.00				
Lighting	\$5,400.00	\$5,400.00				
				\$169,082.00		1/1/2023 - 9/31/2024
Subtotals - federal cost share	\$750,236.00	\$750,236.00	\$0.00	\$1,500,472.00		
Subtotal - local cost share (all sources)		\$750,236.00				
16. TOTAL PROJECT COSTS (not incl ICR)	\$1,500,472.00					
Indirect Cost by federal and local cost share	\$48,390.22	\$48,390.22		\$96,780.44		
Total project cost by type of cost share	\$798,626.22	\$798,626.22				
TOTAL Project Cost (including ICR)	\$1,597,252.44					
				Over Match (Not Reimbursable):		\$0.00

Notes:

The indirect cost rate in effect will be applied to each billing.

Cost estimates prepared by: City of Post Falls.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: North Crown Zone Change Agreement

ITEM AND RECOMMENDED ACTION:

Approve the Zoning Agreement to correspond with approved Zone Change on June 15th and the Ordinance approved October 17th.

DISCUSSION:

This Agreement corresponds with approved Zone Change on June 15th, 2023 and the Ordinance approved October 17th, 2023.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 15th and October 17th

APPROVED OR DIRECTION GIVEN:

The Zoning Agreement is the binding agreement that will run with the Title of this property and any major amendments will be required to come back before the City Council for review.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. North Crown Zone Change Agreement

ZONING DEVELOPMENT AGREEMENT

North Crown Zone Change (RM)

(File No. ZC-22-7)

THIS AGREEMENT is made this 7th day of November, 2023, between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Jacklin Land Company, LLLP**, an Idaho Limited Liability Limited Partnership organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 4752 W Riverbend Ave. Post Falls, ID 83854.

WHEREAS, Jacklin Land Company, LLLP, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) within the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to rezone from Public Reserve (PR) to Residential Mixed (RM) and develop consistent with this Agreement; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit “A;” and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to rezone the Property subject to the Owner performing the covenants and conditions in this Agreement.

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 rezoning of the Property while the City seeks to obtain surety regarding the manner in which the Property will be developed as contemplated by Idaho Code § 67-6511A. Owner acknowledges that City has no duty to rezone the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located north of the Crown Pointe Subdivision, south of Hayden Avenue, and east of Chase Road and is more particularly described in Exhibit “A.”

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate "as-built" drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate "as-builts" are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property. Owner agrees that the grant will be in a form acceptable to the grantee.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of sanitary sewer capacity, Owner agrees to disconnect from the temporary service and connect to and divert flows to the public system within ninety (90) days of public sewer service becoming available. Any proposed alternative must not impede the extension, progression, and continuity of the City's wastewater collection system.
- 3.2.1. Wastewater Improvements to Serve Property: Owner acknowledges that, at the time of this Agreement, sanitary sewer service is limited to approximately 150 dwelling units on the Property until such time that the sewer main identified in the Water Reclamation Master Plan, and located to the east of the Property's boundary, is extended from Prairie Avenue to Bodine Avenue. Owner agrees to conduct, and submit to the City for review and approval, a study of existing sewer capacity and sewer collection configuration for the Property prior to development or subdivision of the Property. The parties agree that the collection system for the Property must be designed to allow for sewer to ultimately flow easterly along Bodine Avenue to intersect the City's sewer system as laid out in the Water Reclamation Master Plan.

Alternatively, the parties agree that the Owner may undertake a wastewater collection study, at its sole cost, to determine if wastewater service may be extended in a more cost effective manner. The parties agree that any alternative cannot negatively impact the availability of sewer infrastructure to serve future development of other properties. Upon approval of the findings of the wastewater collection study by the City, City agrees to

modify the Wastewater Collection Master Plan to approve the accepted alternative. The City's approval of the wastewater collection study will not be unreasonably withheld.

- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of subdivision or development of the property subject to this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Hayden Avenue to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Hayden Avenue for a total half road right of way width of 42.5 feet measured from the Section Line.
 - 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Bodine Avenue to include utilities, sidewalks, and storm drainage.
 - 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Bodine Avenue for a total right of way width of 80 feet measured from the existing southern rights-of-way line for Bodine Avenue.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1. Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit “B,” which depicts the general disposition of uses and infrastructure on the Property. The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit “B.” In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit “B,” the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.13.
- 5.2. Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy, environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
- 5.2.1. Double Fronted Lots: Where double fronted single family lots are approved during the development of the Property, Owner agrees to provide a landscape buffer along the higher rated roadway to provide a visually interesting streetscape and to provide a buffer for the residence from the traffic on the roadway. The buffer must be located outside of dedicated rights of way and be a minimum of ten feet (10’) wide. The buffer must be designed by a landscape architect and include grass, native, or other drought resistant vegetation and street trees meeting the City’s street tree requirements. A permanent irrigation system must be installed to irrigate the buffer and an owner’s association must be established to maintain the buffer.
- 5.2.2. Primary Residential Entrance: The primary entrance for all single-family residences must front the street from which it is addressed and be clearly visible from the street and accessible via a sidewalk. Individual exceptions to this standard may be granted by the City during development approval based on the needs of emergency service providers.
- 5.2.3. Garages: No more the 65% of the front façade of a residence may consist of a garage. Garage area will be measured from inside the side walls to the top plate line of the garage. Detached garages must be set back from the front plane of the residence at least fifteen feet (15’).
- 5.2.4. Duplex Lot Sizes: Rear loaded duplex lots must be a minimum of forty feet (40’) wide. Front loaded duplex lots must be a minimum of fifty feet (50’) wide. Front loaded duplex lots at a knuckle or cul-de-sac must have a minimum width of fifty feet (50’) measured at the front setback line.
- 5.2.5. Multi-Family Parking Requirements: Owner agrees to provide either 2.25 parking stalls per unit, or the amount required by the City’s zoning code at the time building permits are applied for, whichever is higher. The parking areas should be located within three hundred feet (300’) from the dwelling units intended to be served.

- 5.2.6. Open Space: Each subdivision phase must provide, at minimum, 7% open space to meet the open space requirement for the RM zoning district contained in City Code.
- 5.2.7. Midblock Walkways: Owner agrees to provide a pedestrian access easement or tract at the end of cul-de-sacs or closed end streets and at the approximate midpoint of any block exceeding one thousand feet (1,000') in length. The parties agree that the required access easements or tracts must be a minimum of fifteen feet (15') wide and contain a paved path at least eight feet (8') wide.
- 5.2.8. Extension of Spokane Street: Owner agrees that Spokane Street will be extended from its current terminus at the southeast corner of the Property to the northeast corner of the Property at Hayden Avenue. Spokane Street will be constructed as a Minor Collector roadway with no single family driveway approaches directly accessing Spokane Street.
- 5.2.9. Traffic Studies: Owner agrees that at the time of submitting a request to subdivide the Property, that Owner will complete a traffic study to evaluate traffic conditions at projected buildout of the Property plus 10 years in order to ascertain the impacts and appropriate mitigation measures for all roadways intersecting Hayden Avenue. The parties agree that if the City has updated its Transportation Master Plan prior to Owner submitting for subdivision approval, the City may waive this requirement.
- 5.2.10. Total Number of Residential Units: Owner agrees that it will construct no more than 525 residential units on the Property.

ARTICLE VI. CONSIDERATION/FEEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any

applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 7.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. 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.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.

- 7.9. 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.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. 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.
- 7.13. 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.
- 6.14. 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.
- 7.15. 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.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

City of Post Falls

Jacklin Land Company, LLLP

By: _____
Ronald G. Jacobson, Mayor

By: _____
Thomas P. Stoeser, Manager

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

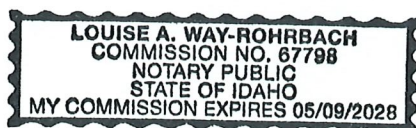
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on 10/24/23 by **Thomas P. Stoeser** as the **Manager** of **Jacklin Land Company, LLLP**, on behalf of whom the instrument was executed.



Louise A. Way-Rohrbach
Signature of notary public

(Stamp above)

NORTH CROWN ZONE MAP AMENDMENT LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

Exhibit A

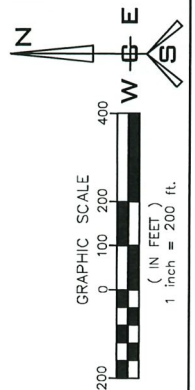
ZONE MAP AMENDMENT EXHIBIT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

- SINGLE FAMILY RESIDENTIAL
- MULTI FAMILY RESIDENTIAL (8-3 ACRES MAX)
- NEIGHBORHOOD COMMERCIAL (1.0 ACRE MAX)
- PARK/OPEN SPACE (1/8 ACRES MIN)



WHIPPLE CONSULTING ENGINEERS
SPOKANE VALLEY, WA 99208
PH: 509-893-2617 FAX: 509-826-0227

PROJ #: 22-2326
DATE: 12/15/2022
DRAFTED BY: RIK
REVIEWED BY: RIK

CIVIL	STRUCTURAL	SURVEYING	TRAFFIC	PLANNING	LANDSCAPE	OTHER
		X				

**NORTH CROWN
PROPERTY**
ZONE CHANGE EXHIBIT

SHEET
1 OF 1
JOB NUMBER
22-3326

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Thompson Annexation Agreement

ITEM AND RECOMMENDED ACTION:

Approve the Annexation Agreement to correspond with approved Annexation on June 15th and the Ordinance approved October 17th.

DISCUSSION:

Annexation Agreement to correspond with approved Annexation on June 15th and the Ordinance approved October 17th.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 15th and October 17th

APPROVED OR DIRECTION GIVEN:

The Annexation Agreement is the binding agreement that will run with the Title of this property and any major amendments will be required to come back before the City Council for review.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Thompson Annexation Agreement

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Thompson Annexation

(File No. ANNX-22-14)

THIS AGREEMENT is made this 7th day of November, 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 **Jacklin Land Company, LLLP**, an Idaho Limited Liability Limited Partnership also shown of record as **Jacklin Land Company**, an Idaho Limited Partnership both organized and existing pursuant to the laws of the State of Idaho, with their principal place of business at 4752 W Riverbend Ave., Post Falls, ID 83854.

WHEREAS, Jacklin Land Company, LLLP and Jacklin Land Company, (hereinafter collectively the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit "A," and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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 annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located bounded by Hayden Avenue, State Highway 41 and the Union Pacific Railroad rail line and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 3.1.1. Water Rights: Concurrent with annexation, Owner agrees to grant to the public water supply provider all water rights associated with the Property, including the transfer of any easements for conveyance of water across the Union Pacific rail line along the northern boundary of the Property.
- 3.1.2. Irrigation Water: Owner agrees to grant to the City a temporary easement allowing an irrigation line to be extended from the existing well located south of Hayden Avenue, to that portion of the Property located north of the Union Pacific railroad line. The City will have the right to use the easement for irrigation for 5 years from the date the Property is annexed or the completion of the Highway 41 and Interstate 90 interchange, whichever is later.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. Owner acknowledges that, at the time of annexation, sanitary sewer service is not available to the Property. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of sanitary sewer capacity, Owner agrees, at its sole cost, to disconnect from the temporary service and connect to and divert flows to the public system within ninety (90) days of public sewer service becoming available. Any proposed alternative must not impede the extension, progression, and continuity of the City's wastewater collection system.
- 3.2.1. Wastewater Improvements to Serve the Property: The parties agree that the City's current Wastewater Collection Master Plan requires that, prior to development of the Property, sanitary sewer would need to be extended to the Property from the existing nearest point of connection, which is located approximately 2.75 miles away near the intersection of Prairie Avenue and Spokane Street. In addition, the Master Plan requires the following additional improvements in order to provide service to the Property:

- 1) Reconstruction of the Fisher Lift Station, which is estimated to occur in 2025.
- 2) Extension of a sewer main in Prairie Avenue connecting to the Fisher Lift Station basin, anticipated to be completed by developers, potentially including the Owner.

The parties agree that the Owner may construct the improvements required by the Wastewater Collection Master Plan (or wait for the completion of those improvements by others) and that the City has no obligation to construct the required wastewater infrastructure to serve the Property.

Alternatively, the parties agree that the Owner may undertake a wastewater collection study, at its sole cost, to determine if wastewater service may be extended to the Property in a more cost manner. The parties agree that any alternative cannot negatively impact future development of other properties within the same sewer basin. Upon approval of the findings of the wastewater collection study by the City, City agrees to modify the Wastewater Collection Master Plan to approve the accepted alternative. The City's approval of the wastewater collection study will not be unreasonably withheld.

- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Hayden Avenue to include utilities, sidewalks, and storm drainage.

- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Hayden Avenue for a total right of way width of 42.5-feet measured from the Section Line.
- 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along SH41 to include utilities, sidewalks, and storm drainage.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1. Site Plan: Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit "B," which depicts the general disposition of uses and infrastructure on the Property. The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit "B." In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit "B," the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.13.
- 5.2. Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
 - 5.2.1. Multi-Family Parking Requirements: Owner agrees to provide either 2.25 parking stalls per unit, or the amount required by the City's zoning code at the time building permits are applied for, whichever is higher. The parking areas should be located within three hundred feet (300') from the dwelling units intended to be served.
 - 5.2.2. Railroad Fencing: Owner agrees to install a six-foot (6') fence along the Union Pacific rail line along the northern boundary of the Property with development of each phase of the Property that abuts the rail line.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the

Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 7.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 7.4. Time is of the Essence: Time is of the essence in this Agreement.

- 7.5. 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.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 7.9. 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.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. 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.
- 7.13. 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.
- 7.14. 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.

- 7.15. 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.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

City of Post Falls

Jacklin Land Company, LLLP

By: _____
Ronald G. Jacobson, Mayor

By: _____
Thomas P Stoeser, Manager

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

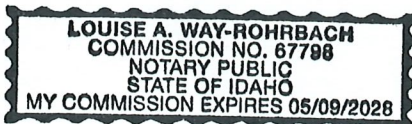
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on 10/24/23 by **Thomas P. Stoeser** as the **Manager of Jacklin Land Company, LLLP**, on behalf of whom the instrument was executed.



Louise A. Way-Rohrbach
Signature of notary public

(Stamp above)

R-1 LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13 LYING SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

R-2 LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

CCM LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13;

TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13 LYING SOUTHERLY OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

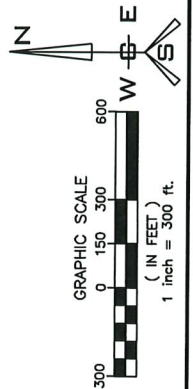
ANNEXATION EXHIBIT

LOCATED IN THE SOUTH HALF OF SECTION 13, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

- AREA TO BE ANNEXED
- EXISTING CITY LIMITS
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE



CIVIL	PROJ #:	22-2326
STRUCTURAL	DATE:	12/15/2022
☒ SURVEYING	DRAFTED BY:	RK
TRAFFIC	REVIEWED BY:	RK
PLANNING		
LANDSCAPE		
OTHER		

IWCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

**THOMPSON
PROPERTY
ANNEXATION EXHIBIT**

**SHEET
1 OF 1**
**JOB NUMBER
22-3326**



SE 1/4, SEC. 13, T. 51 N., R. 05 W., B. M.
**THOMPSON ANNEXATION
CONCEPT DEVELOPMENT PLAN**
LOCATED IN THE SE 1/4 OF
SEC. 13, TOWNSHIP 51 N., RANGE 05 W., B. M.
CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO



SITE DATA TABLE	
GENERAL DESIGN DATA	
RANGE	N. 51 N.
SECTION	13
COUNTY	KOOTENAI
EXISTING ZONING	RY (R2)/CCM
PROPOSED ZONING	CCM
PROJECT AREA (ac)	83.73
NUMBER OF 5' LOTS	10
NUMBER OF TOWNSHIP LOTS	10
NUMBER OF TOWNSHIP UNITS	10
CCM ADVICE	351 1/2'
AVERAGE LOT AREA (SF)	351 1/2'
DOMESTIC WATER	ROSS POINT
SEWERAGE	ROSS POINT
SANITARY SEWER	ROSS POINT
SANITARY FIRE DEPARTMENT	ROSS POINT
DATUM	NAD 83
ELECTRIC POWER	ROSS POINT
GAS PROVIDER	AUSTIA
OTHER PURSUITS	TO BE DETERMINED

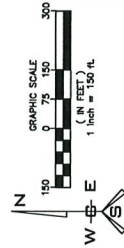


EXHIBIT B

THOMPSON ANNEXATION CONCEPT DEVELOPMENT PLAN HIGHWAY 41 POST FALLS, ID	
SHEET 1 OF 1	JOB NUMBER 22-3326



DATE	BY	REVISIONS
10/1/22	NAVD	1
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10/1/22	NAVD	100

SCALE:	PROJ #:	22-3326
HORIZONTAL:	DATE:	10/1/22
VERTICAL:	DRAWN:	
	REVIEWED:	NAVD

NAVD - 88

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Crack Sealer replacement

ITEM AND RECOMMENDED ACTION:

City Staff requests that the Mayor and Council approve the purchase of (1) new Crafcro Super Shot 125 crack sealer from Arrow Construction Supply, LLC using Sourcewell cooperative purchasing pricing for a total amount of \$55,529.00

DISCUSSION:

The FY24 approved budget includes replacement funds for (1) Street department replacement crack sealer. The \$55,529.00 Sourcewell discount price includes a trade-in value of \$10,500 for our old crack sealer. That crack sealer was purchased used in 2007, its exact age is unknown. The new replacement crack sealer will be assigned to our Streets division.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$55,529.00

BUDGET CODE:

001-434.0000.90010

ATTACHMENTS:

1. Post Falls SS125 Sourcewell Discount 10-18-23



Arrow Construction Supply, LLC.

9915 E. Trent Avenue Spokane, WA 99206
Phone: (509) 922-7847 Direct: (509) 934-1605 Cell:(509) 435-1421

Contact: Tom Kennard

QUOTE

Please accept the following quote:

QUOTE TO:	<i>City of Post Falls</i>
LOCATION:	
BID DATE:	<i>10/18/23</i>
ATTN:	

<i>Item #</i>	<i>Description</i>	<i>Unit Price</i>
	SS125 Single Axle, Pintle Hitch	\$70,500
	Sourcewell Discount Contract #080521-CFC (expires 10/25)	(\$7,050)
	Less Used SS125	(\$10,500)
	Freight	\$2,579
	Total	\$55,529
	<i>Geotextiles, geogrids, erosion control products, safety and traffic control products, asphalt and concrete products, storage containers, equipment sales and rentals also available.</i>	

**** Due to the current instability in fuel and freight costs, listed freight rates are subject to change without notice. Arrow shall pass on, to the customer, 100% of any fuel surcharge imposed by the carrier upon its transportation of goods. Price valid for 15 Days**

**Terms: Net 30 Days, 1.5% Service Charge per month on Past Due Accounts

**MATERIALS F.O.B. SPOKANE, WA. UNLESS OTHERWISE NOTED

**20% RESTOCK ON ALL RETURNS **SALES TAX NOT INCLUDED IN THE ABOVE BID



Request for Informal Bids: Compact Excavator

City of Post Falls, Urban Forestry Division

Introduction: The City of Post Falls Urban Forestry Division is seeking informal bids from qualified suppliers for the purchase of a compact excavator to support our Urban Forestry operations.

Specifications:

- Compact Excavator (x1), meeting the following specifications:
 - Engine Horsepower: 20 (*minimum*)
 - Digging Force @ Bucket: 4800 lb. (*minimum*)
 - Digging Force @ Arm: 3100 lb. (*minimum*)
 - Auxiliary Hydraulic Flow: 12 gpm (*minimum*)
 - Overall Machine Width: 5' 2" (*maximum*)
 - Tail Swing: 4" (*maximum*)
 - Canopy/ROPS Height: 8' 1" (*maximum*)
 - Max. Travel Speed: 2.8 mph (*minimum*)
 - Max. Dig Depth: 8' 6" (*minimum*)
 - Max. Dig Reach: 15' 2" (*minimum*)
 - Ground Clearance: 12" (*minimum*)
 - Lifting Capacity (at the front): 2250 lb. (*minimum*)
 - Lifting Capacity (at the side): 780 lb. (*minimum*)
 - Overall Weight: 7000 lb. (*maximum*)
- And, with the following options:
 - Canopy only (no enclosed cab)
 - Hydraulic thumb
 - Aux. hydraulic connections on excavator arm (without disconnecting hydraulic thumb)
 - Quick-disconnect system for the bucket/attachment
- Additional Attachments:
 - 12" wide toothed bucket (x1)
 - 18" wide toothed bucket (x1)
 - Hydraulic-tilt 30+" wide smooth-edge bucket (x1)
 - Ripper tooth attachment (x1)
 - 36" wide land clearance rake (x1)
 - Hydraulic hammer/breaker attachment (x1)
- Warranty:
 - 12-month warranty on all items against manufacturer defects

Submission Requirements: Interested suppliers are requested to submit the following:

- Detailed quote with itemized pricing.
- Information about the compact excavator model and specifications.
- Delivery timeline.



- Warranty information.
- References from previous clients (if available).

Timeline:

- Deadline for Submission: October 15th, 2023
- Evaluation Period: Two weeks
- Anticipated Decision Date: November 1st, 2023

Contact Information: For inquiries and submission of bids, please contact: Preston Hill, Urban Forester; prestonh@postfalls.gov; 208.457.3315

Submission Address: prestonh@postfalls.gov

Terms and Conditions:

1. The City of Post Falls reserves the right to accept or reject any or all bids.
2. Bidders must comply with all applicable local, state, and federal laws and regulations.
3. The City of Post Falls is not responsible for any costs incurred by bidders in the preparation and submission of their bids.

Thank you for your interest in providing a bid for the City of Post Falls Urban Forestry Division. We look forward to receiving your proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Preston Hill", is written over a light blue horizontal line.

Preston Hill
Urban Forester
City of Post Falls Urban Forestry Division

COMPACT EXCAVATOR COMPARISON																		
	John Deere 26 P-Tier			Bobcat E26 R-Series			Kubota U27-4R1			Case CX26C			Takeuchi TB235-2			Caterpillar 302.7 CR		
PREFERRED SPECIFICATION	YES	NO	EXPLANATION	YES	NO	EXPLANATION	YES	NO	EXPLANATION	YES	NO	EXPLANATION	YES	NO	EXPLANATION	YES	NO	EXPLANATION
Engine Power minimum 20 HP	x		20HP	x		24.8 HP	x		20.8 HP	x		24.8 HP	x		24.4 HP	x		23.6 HP
Digging Force @ Bucket minimum 4800 Lb	X		4994	X		5652 LBF	X		7014 lb		X	4740 lb	X		9127 lbs	X		5238 lb
Digging Force @ Arm minimum 3100 Lb	X		3410	X		3457 LBF		X	2765 lb	X		3280 lb	X		3889 lbs	X		3102 lb
Aux Hydraulic Flow minimum 12 gpm	X		12.2	X		14.2 gpm	X		12.7 gpm	X		12.2 gpm	X		15.8 gpm	X		17 gpm
Overall Machine Width maximum 5’2	X		4' 11"	X		5' 1"	X		4' 11"	X		4' 7"	X		5' 2.2"	X		5' 2"
Tail Swing Overhang 4” maximum	x		2.5	x		0-3.5" w/ counterweight	x		1.6"	x		0"		X	35"	x		0"
Canopy/ROPS height 8’1” maximum	X		8'	X		8'	X		7' 11.3"		X	8' 2"	X		8' 2.8"	X		8' 1"
Maximum Travel Speed 2.8 mph minimum	x		2.8	x		3.2 mph		X	2.7 mph		X	2.7 mph		X	2.6 mph	x		2.8 mph
Maximum Dig Depth 8’6” minimum	X		8' 6"	X		9' 6"	X		9' 5"	X		8' 8"	X		10.78'	X		8' 10"
Maximum Dig Reach 15’2” minimum	X		15' 2"	X		16'	X		15' 4"	X		15' 4"	X		16.1'	X		15'2"
Ground Clearance 12” minimum	X		12"	X				X	12.1"	X		20"		X	11.6"	X		12.2"
Lifting Capacity at front minimum 2250 Lbs	X		2573	X		2359 lb 10' out at ground level		X	2000 lb	X		4160 lb @ 7'	X		3081 lb	X		
Lifting Capacity at the side minimum 780 Lbs	X		781	X		1016 lb 10' out at ground level	X		1020 lb	X		1510 lb @ 7'	X		1690 lb	X		
Overall Weight 7000 Lbs maximum	X		5780	X		6489 lb	X		5908 lbs	X		6160 lb.		X	7416 lb	X		6725 lb
Canopy Only	X			X			X			X			X			X		
Hydraulic Thumb	X		JD	X			X			X		JD	X			X		
Aux Hydraulics (Arm Mounted)	X			X		2nd aux. kit	X			X			X			X		
Quick Disconnect System	X		WEDGE	X		X Change	X		K7130A	X		Pin Grabber QC	X			X		
Warranty-Full Machine	X		2 YEAR				X		2 year	X		24 mo. or 3000 hrs	X		2 yr/2000 hr	X		2 yr/2000 hr
ATTACHMENTS:	YES	NO	EXPLANATION	YES	NO	EXPLANATION	YES	NO	EXPLANATION	YES	NO	EXPLANATION	YES	NO	EXPLANATION	YES	NO	EXPLANATION
12” Wide Tooth Bucket	X		JD	X			X		Kubota	X			X			X		
18” Wide Tooth Bucket	X		JD		X	Bobcat makes 12", 16", and 20" buckets	X		Kubota	X			X			X		
Hydraulic Tilt 30+” smooth edge bucket	X		AMULET	X		Hydra-tilt attachment with 36" smooth bucket	X		AMI	X		Weldco-Beales	X		Amulet	X		Cat 47"
Ripper Tooth	X		ROCKLAND	X			X		AMI	X			X		Amulet	X		Werk-Brau
36” Wide Land Clearance Rake	X		PSM	X			X		AMI - 30"	X		Weldco-Beales	X		Amulet	X		Werk-Brau
Hydraulic Hammer/Breaker	X		TNB3M	X			X		Land Pride AP-BR460	X		Allied-Rammer R03P	X		Arrowhead 680-TAK235-027	X		Cat B4
	Total Price = \$58,700			Total Price = \$60,338.72			Total Price = \$65,093.64			Total Price = \$67,320			Total Price = \$67,895			Total Price = \$68,682		

Quote Id: 29761478

Prepared For:
CITY OF POST FALLS

Prepared By: **PATRICK MORRIS**

Pape Machinery, Inc.
6210 W Rowand Road
Spokane, WA 99224

Tel: 509-838-5252
Fax: 509-558-2485
Email: pmorris@papemachinery.com

Quote Summary**Prepared For:**

CITY OF POST FALLS
408 N SPOKANE ST
POST FALLS, ID 83854
Business: 208-777-4504
Mobile: 208-457-3359
bmyers@postfallsidaho.org

Prepared By:

PATRICK MORRIS
Pape Machinery, Inc.
6210 W Rowand Road
Spokane, WA 99224
Phone: 509-838-5252
pmorris@papemachinery.com

Delivery time:

26P w/Thumb & Buckets As of 10/11/23 2 weeks.

Quote Id: 29761478**Created On:** 09 October 2023**Last Modified On:** 17 October 2023**Expiration Date:** 08 November 2023

Attachments- 2 weeks to 6 weeks various on each
attachment

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 26 P-Tier Compact Excavator	\$ 58,700.00 X	1 =	\$ 58,700.00
Equipment Total			\$ 58,700.00

Quote Summary

Equipment Total	\$ 58,700.00
SubTotal	\$ 58,700.00
Total	\$ 58,700.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 58,700.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29761478

Customer: CITY OF POST FALLS

JOHN DEERE 26 P-Tier Compact Excavator

Hours:
Stock Number:

				Selling Price
				\$ 58,700.00
Code	Description	Qty	Unit	Extended
0130FF	26 P-Tier Compact Excavator	1	\$ 50,978.00	\$ 50,978.00
Standard Options - Per Unit				
0202	Destination Code - United States	1	\$ 0.00	\$ 0.00
0259	English Customer Delivery Packet	1	\$ 0.00	\$ 0.00
0401	Configuration 1 - Canopy, Rubber, Susp, Std Arm	1	\$ 0.00	\$ 0.00
SOURCEWELL	Sourcewell Contract #011723-JDC 27%	1	\$ -13,764.06	\$ -13,764.06
Standard Options Total				\$ -13,764.06
Dealer Attachments				
12" dig	12" HD Dig Bkt-BYT10962 (DEERE)	1	\$ 0.00	\$ 0.00
18" dig	18" HD Dig Bkt -BYT10963 (DEERE)	1	\$ 0.00	\$ 0.00
AUX HYD	Aux Lines QD's (AT312877/KV13884)-S&I	1	\$ 0.00	\$ 0.00
THUMB	Hyd Thumb-AT451119 (DEERE) NI	1	\$ 0.00	\$ 0.00
TILT	HYD TILT 36" BUCKET	1	\$ 3,800.00	\$ 3,800.00
RAKE	36" LAND CLEARANCE RAKE	1	\$ 2,900.00	\$ 2,900.00
RIPPER	RIPPER TOOTH ATTACH	1	\$ 2,500.00	\$ 2,500.00
BREAKER	HYD. HAMMER/BREAKER	1	\$ 6,000.00	\$ 6,000.00
Dealer Attachments Total				\$ 15,200.00
Value Added Services Total				\$ 0.00
Customer Discounts				
Customer Discounts Total			\$ 6,286.06	\$ 6,286.06
Total Selling Price				\$ 58,700.00

John Deere 26p

PREFERRED SPECIFICATION	YES	NO	EXPLANATION
Engine Power minimum 20 HP	x		20HP
Digging Force @ Bucket minimum 4800 Lb	X		4994
Digging Force @ Arm minimum 3100 Lb	X		3410
Aux Hydraulic Flow minimum 12 gpm	X		12.2
Overall Machine Width maximum 5'2	X		4'11
Tail Swing Overhang 4" maximum	x		2.5
Canopy/ROPS height 8'1" maximum	X		8'
Maximum Travel Speed 2.8 mph minimum	x		2.8
Maximum Dig Depth 8'6" minimum	X		8'6"
Maximum Dig Reach 15'2" minimum	X		15'2"
Ground Clearance 12" minimum	X		12"
Lifting Capacity at front minimum 2250 Lbs	X		2573
Lifting Capacity at the side minimum 780 Lbs	X		781
Overall Weight 7000 Lbs maximum	X		5780
Canopy Only	X		
Hydraulic Thumb	X		JD
Aux Hydraulics (Arm Mounted)	X		
Quick Disconnect System	X		WEDGE
Warranty-Full Machine	X		2 YEAR
ATTACHMENTS:	YES	NO	EXPLANATION
12" Wide Tooth Bucket	X		JD
18" Wide Tooth Bucket	X		JD
Hydraulic Tilt 30+" smooth edge bucket	X		AMULET
Ripper Tooth	X		ROCKLAND
36" Wide Land Clearance Rake	X		PSM
Hydraulic Hammer/Breaker	X		TNB3M

NOTES:



TiltBucket^G™

Ultimate Tool for Grading and Shaping Soil



**"The Most
Versatile
Attachment
I've Ever
Owned!"**

Superior in Design - Superior in Quality

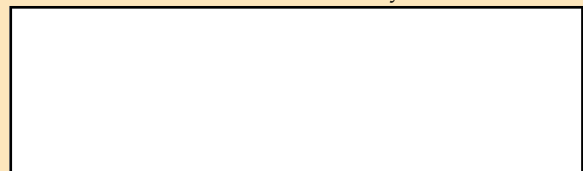


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PRICES AND SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE. FOR MODEL, PRICE & SPECIFICATIONS PLEASE CONTACT AMULET OR YOUR NEAREST DEALER.

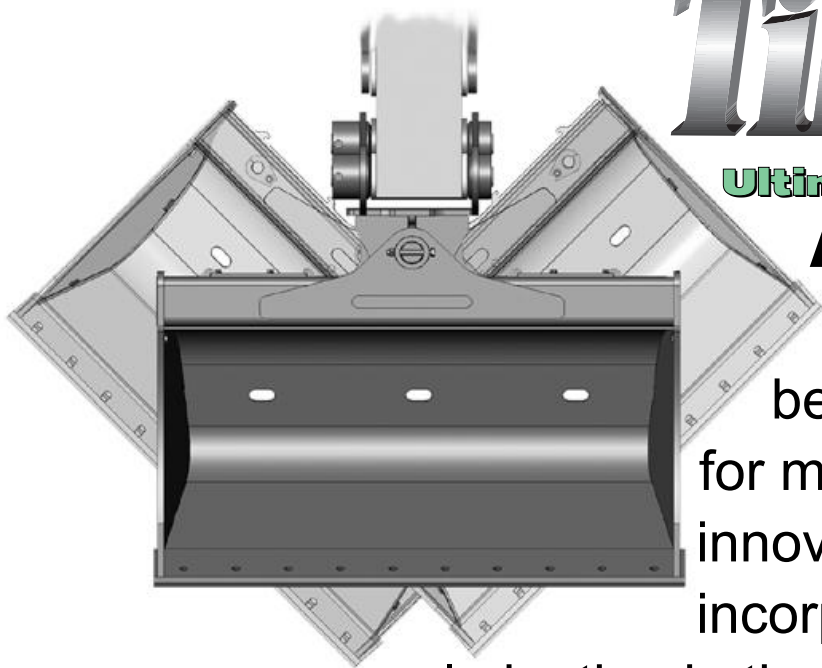
AMULET

TiltBucket^G

Ultimate Grading and Shaping Tool

Amulet Hydraulic Tilt Buckets.

The Amulet Tilt Bucket is fast becoming standard equipment for many excavator operators. Our innovative and superior design incorporates every feature possible, culminating in the ultimate shaping tool.



Features and benefits of Amulet Tilt Buckets:

- Buckets tilt 45 degrees each way giving a full 90 degree range of tilt.
- Standard side taper allows for bucket clearance through crowd action.
- Heavy duty double-acting hydraulic cylinders are fully guarded.
- Induction hardened pivot pins mounted through large bushed surfaces maximize wearability.
- Cylinder rod ends are bushed for ease of maintenance.
- Hydraulic hose guides are provided for short hose protection.
- Twin cylinders come complete with bucket hose kit.
- Wear strips are fitted as standard features for extended bucket life.
- Bolt-on cutting edges can be fitted as an option increasing life of the base edge.
- Optional abrasion resistant side cutters and heavy duty cutting edge increases bucket rigidity, durability and wear.

**Perfect for
V-Ditching &
Sloping**



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Product Quotation
 Quotation Number: **MW119140**
 Quote Sent Date: **Oct 03, 2023**
 Expiration Date: **Nov 02, 2023**

Prepared By
Max Wheeler
 Phone: 2084513148
 Email: maxwheeler@peak-machinery.com

Customer
CITY OF POST FALLS
 408 N SPOKANE ST
 POST FALLS, ID, 83854-7538
 Phone: +1 208 773 3511

Contact

Dealer
Bobcat of Hayden, Hayden, ID
 15687 N. GOVERNMENT WAY
 HAYDEN, ID, 83835

Item Name	Item Number	Quantity	Price Each	Total
E26 R-Series Bobcat Compact Excavator	M5555	1	37,021.34	37,021.34
Standard Equipment: Tier 4 Diesel Engine, Non DPF Arm-Long with additional counterweight Auto-Idle Auto-Shift, 2-Speed Travel Long Arm Auxiliary Hydraulics - W/ Boom Mounted Flush Face Quick Couplers Boom Swing Canopy Includes: Cup Holder, Retractable Seat Belt Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD)				
Base Package	M5555-P11-C01	1	181.11	181.11
<i>Included:</i> Base Package:, Open Canopy, Standard Instrument Panel, Keyed Ignition, Vinyl Suspension Seat				
Hydraulic Clamp (Class III)	M5555-A10-C48	1	2,174.09	2,174.09
HB680 Hydraulic Breaker with Nail Point	7113419	1	6,328.00	6,328.00
Frost & Rock Ripper	6817177	1	1,239.00	1,239.00
12" MX2 XCHG TEETH	7333230	1	992.00	992.00
20" MX2 XCHG TEETH	7333255	1	1,105.00	1,105.00
Hydra-Tilt	6728578	1	2,835.00	2,835.00
36" MX3 XCHG GRADING	7333978	1	1,542.00	1,542.00
Pin-on X-Change, Kit	7220386	1	0.00	0.00
Second Auxiliary Hydraulics Kit	7352640	1	1,435.19	1,435.19
Hose Kit - E26(Std.Arm)322,323,325,425	7117823	1	327.00	327.00
X-Change Mounting Cap - HB680/NB140 and PCF34 plate compactor	7113656	1	769.00	769.00
Excavator Hose Kit (Check Description)	6729175	1	363.00	363.00

	Total for E26 R-Series Bobcat Compact Excavator			56,311.72
36" brush rake	36	1	2,800.00	2,800.00
	Total for 36" brush rake			2,800.00
			Quote Total - USD	59,111.72
			Dealer P.D.I.	300.00
			Freight Charges	1,375.00
			Destination Charges	749.00
			Dealer Assembly Charges	803.00
			Sales Programs	
			<i>Government Rebate: US Sep-Dec 2023</i>	-2,000.00
			Sales total before Taxes	60,338.72
			Taxes	0.00
			Quote Total - USD	60,338.72

Customer Acceptance:

Quotation Number: **MW119140**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐

Bobcat E26

PREFERRED SPECIFICATION	YES	NO	EXPLANATION
Engine Power minimum 20 HP	x		24.8
Digging Force @ Bucket minimum 4800 Lb	x		5652 LBF
Digging Force @ Arm minimum 3100 Lb	x		3457 LBF
Aux Hydraulic Flow minimum 12 gpm	x		14.2 gpm
Overall Machine Width maximum 5'2	x		5'1"
Tail Swing Overhang 4" maximum	x		0-3.5" with added counterweight
Canopy/ROPS height 8'1" maximum	x		8'
Maximum Travel Speed 2.8 mph minimum	x		3.2 mph
Maximum Dig Depth 8'6" minimum	x		114 in
Maximum Dig Reach 15'2" minimum	x		192 in
Ground Clearance 12" minimum	x		
Lifting Capacity at front minimum 2250 Lbs	x		2,359 lbs 10' out at ground level
Lifting Capacity at the side minimum 780 Lbs	x		1,016 lbs 10' out at ground level
Overall Weight 7000 Lbs maximum	x		6,489 lbs
Canopy Only	x		
Hydraulic Thumb	x		
Aux Hydraulics (Arm Mounted)	x		2nd aux kit
Quick Disconnect System	x		x change
Warranty-Full Machine			
ATTACHMENTS:	YES	NO	EXPLANATION
12" Wide Tooth Bucket	x		
18" Wide Tooth Bucket		x	Bobcat makes 12, 16 and 20" buckets
Hydraulic Tilt 30+" smooth edge bucket	x		hydra tilt attachment with 36" smooth bucket
Ripper Tooth	x		
36" Wide Land Clearance Rake	x		
Hydraulic Hammer/Breaker	x		

NOTES:

Preston Hill

From: Brett Engert <brette@cdatatractor.com>
Sent: Thursday, October 5, 2023 4:01 PM
To: Preston Hill
Subject: RE: Request for Informal Bids - Compact Excavator with Attachments
Attachments: CITY OF POST FALLS KUBOTA U27-4.pdf; LP BR LIT.pdf; U27-4 Prod bid spec.pdf

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Preston,

Here is my prepared quote for your consideration on a Kubota U27-4 compact excavator in the open station ROPS configuration as requested. You'll see the Kubota U27-4 matches or beats your requirements in the listed bid specifications in all but travel speed I believe. I have prepared the quote also with the listed attachments you require, we will be sourcing the tilt grading bucket, frost ripper and brush rake through AMI Attachments. Your bid request stated that you desired a 30"+ grading bucket and we don't recommend going any larger than 30" on a machine that size with its limited tail weight, zero tail swing design but if you absolutely must have closer to 36" than it could be done with a much longer lead time. Around 22 weeks from order. The same idea is also part of consideration on the bush rake part of the order. Once again, we don't want to go larger than 30" for weight and safety considerations but if you need the 36" rake I can change my bid. The Land Pride (Kubota) BR460 breaker is performance matched to the Kubota U27 compact excavator. The thumb circuit and 2nd auxiliary circuit can be switched with a turn of the selector valve out on the excavator boom. The machine we already have on order but I'm not sure when I will see another U27, it might be 2-3 months. If I don't see the machine or attachments until after the first of the year, we will be subject to any price increases from our vendor. All final prices will be established at the time of delivery. The Kubota U27 has a standard 24-month warranty but I have included a line-item option for the 2-year extended warranty for coverage out to 48 months or 4000 hours. The 12-month rubber track warranty does not extend. The AMI attachments have 24-month warranties and the Land Pride BR460 breaker comes standard with a 12-month warranty.

Please let me know if you have any other questions or if I can provide anything else to help the bid process. Thank you again for the opportunity to earn your business here at Coeur D Alene Tractor.

Thank you,

Brett Engert

Sales Associate

brette@cdatatractor.com

O: 208.765.2315

C: 208.610.9040



From: Preston Hill <prestonh@postfalls.gov>
Sent: Friday, September 29, 2023 4:02 PM
To: Brett Engert <brette@cdatatractor.com>
Subject: Request for Informal Bids - Compact Excavator with Attachments

Hi Brett –

Thanks for taking my call today. As I mentioned, the City of Post Falls Urban Forestry Division is in the market for a compact excavator and a handful of corresponding buckets/attachments. I believe (but could be wrong) that the size machine we're looking for is similar to the Kubota U25 or U27-4. Would you please have a look at the attached request for informal bids and prepare one or more competitive bids for the described package? If after having a look, you have any follow-on questions or concerns, please feel free to give me a call. Thanks Brett.

Preston Hill, BCMA

Urban Forester

City of Post Falls
408 N. Spokane St.
Post Falls, ID 83854
208.457.3315



The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

1112 W. APPLEWAY
COEUR D'ALENE, ID 83814
CDATractor.com



(208) 765-2315
(800) 876-4369
info@cdatractor.com

Invoice #	CDA-0
Date	9/29/2023
Time	3:22 PM

PO #:	
Document #:	CDA-41714
Due Date:	10/25/2023

Salesman:	BRETT ENGERT
Ship Via:	
Terms:	25th of Month

CITY OF POST FALLS (18600-CDA)		
408 N SPOKANE STREET		
POST FALLS	ID	83854
Contact:	PRESTON, 208-457-3315	

Wholegood Estimate

Reprint

Ship To:		

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
WHOLEGOOD ESTIMATE									
KUBOTA U27-4R1 EXCAVATOR - OPEN ROPS, STRAIGHT BLADE	1.00	\$42,927.00	\$42,927.00	12.00%	\$37,775.76		\$37,775.76		
WHOLEGOOD ESTIMATE									
KUBOTA K7130A QUICK COUPLER	1.00	\$1,247.00	\$1,247.00	12.00%	\$1,097.36		\$1,097.36		
WHOLEGOOD ESTIMATE									
KUBOTA K7131 THUMB	1.00	\$2,240.00	\$2,240.00	12.00%	\$1,971.20		\$1,971.20		
WHOLEGOOD ESTIMATE									
KUBOTA K7976 12" TRENCHING BUCKET	1.00	\$1,000.00	\$1,000.00	12.00%	\$880.00		\$880.00		
WHOLEGOOD ESTIMATE									
KUBOTA K7978 18" TRENCHING BUCKET	1.00	\$1,350.00	\$1,350.00	12.00%	\$1,188.00		\$1,188.00		
WHOLEGOOD ESTIMATE									
AMI ATTACHMENTS 30" TILT/GRADING BUCKET W/ BOLT ON CUTTING EDGE	1.00	\$5,500.00	\$5,500.00		\$5,500.00		\$5,500.00		
WHOLEGOOD ESTIMATE									
AMI ATTACHMENTS QA FROST RIPPER 19" SINGLE TOOTH RIPPER	1.00	\$1,725.00	\$1,725.00		\$1,725.00		\$1,725.00		
WHOLEGOOD ESTIMATE									
AMI ATTACHMENTS QA 30" BRUSH RAKE	1.00	\$2,512.00	\$2,512.00		\$2,512.00		\$2,512.00		
WHOLEGOOD ESTIMATE									
LAND PRIDE AP-BR460 BREAKER -01, -21	1.00	\$12,664.00	\$12,664.00	12.00%	\$11,144.32		\$11,144.32		

Printed:10/5/2023 2:51 PM

Page 1 of 2 Pages

1112 W. APPLEWAY
COEUR D'ALENE, ID 83814
CDATractor.com



(208) 765-2315
(800) 876-4369
info@cdatractor.com

Invoice #	CDA-0
Date	9/29/2023
Time	3:22 PM

PO #:	
Document #:	CDA-41714
Due Date:	10/25/2023

Salesman:	BRETT ENGERT
Ship Via:	
Terms:	25th of Month

CITY OF POST FALLS (18600-CDA)		
408 N SPOKANE STREET		
POST FALLS	ID	83854
Contact:	PRESTON, 208-457-3315	

Wholegood Estimate

Reprint

Ship To:		

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
EXTENDED WARRANTY									
KUBOTA ORANGE PROTECTION 2 YEAR EXTENDED WARRANTY 48 MONTHS AND/OR 4000HRS OF MACHINE COVERAGE. 12 MONTH RUBBER TRACK WARRANTY DOES NOT EXTEND	1.00	\$1,300.00	\$1,300.00		\$1,300.00		\$1,300.00		

Cash	Check/Check#	CC/CC Type	On Acct.	Mfg Credit	CIT	Deposit	Other
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Disclaimer of Warranties

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sales of said products. Any limitation contained herein does not apply where prohibited by law.

UPON BREACH OR FAILURE TO PAY THIS ACCOUNT WHEN DUE THE SELLER MAY DECLARE THIS ACCOUNT TO BE DELINQUENT AND PURCHASER SHALL BE LIABLE FOR ALL COSTS OF COLLECTION INCLUDING A REASONABLE ATTORNEY'S FEE.

Summary of Charges

\$0.00	Taxable
\$65,093.64	Non-Taxable
\$65,093.64	Subtotal
\$0.00	Sales Tax
\$65,093.64	Total
\$0.00	Amount Tendered
\$0.00	Change Due

Exempt Tax Cert #: X-17084-E-930

Expiration Date:

Printed:10/5/2023 2:51 PM

Page 2 of 2 Pages

Customer Signature

Date

BR SERIES BREAKERS

Available for: SSV65 | SSV75 | SVL65 | SVL75 | SVL97

DEMOLITION

KX018 | KX030 | KX033 | KX040 | KX057 | KX080 | U17 | U27 | U35 | U48 | U55



KEY FEATURES

- Multiple tool options
- Wear resistant steel housing
- Replaceable seal and bushing
- CBE Constant blow energy

Ideal for demolition of concrete and rock, and as a rental tool where optimum power and breaking efficiency is required. Six models are available to fit a variety of powered units.



Noise reducing design provides a lower operating noise level than most.

All hammers are shipped with amoil point and a chisel point tool and change out is quick & easy.



	BR310	BR360	BR460
Frequency Range	1300-2500 bpm	1200-1600 bpm	1000-2000 bpm
Operating Weight (kg)	165 (75)	256 (116)	409 (186)
Oil Flow Range (lpm)	3.9-8.7 gpm (15-33)	5.3-12.7 gpm (20-48)	7.9-16.6 gpm (30-63)
Operating Pressure (bar)	1450-1740 psi (100-120)	1740-2030 psi (120-140)	
Pressure Relief Setting Min. (bar)	2170-2460 psi (150-170)	2460-2760 psi (170-190)	
Pressure Relief Setting Max. (bar)	-	3190 psi (220)	
Tool Shank Diameter (mm)	1.42" (36)	1.65" (42)	1.97" (50)

	BR510	BR560	BR860
Frequency Range	600-1800 bpm	500-1700 bpm	500-1700 bpm
Operating Weight (kg)	610 (275)	820 (370)	1110 (505)
Oil Flow Range (lpm)	9.2-23.8 (35-90)	10.5-31.7 (40-120)	13.2-39.6 (50-150)
Operating Pressure (bar)	1300-2030 psi (90-140)		1450-2030 psi (100-140)
Pressure Relief Setting Min. (bar)	2030-2900 (140-200)	2030-2760 (140-190)	2180-2760 (150-190)
Pressure Relief Setting Max. (bar)		3190 (220)	
Tool Shank Diameter (mm)	2.83 (72)	3.15 (80)	3.54 (90)



U27-4 Tight Tail Swing Excavator

Sales Features

- ❖ 20.0 hp Net, (SAE J1349) 20.8 hp (SAE J1995) Gross @ 2400 rpm
- ❖ Tier 4 Final emission standards
- ❖ 5688 lbs. operating weight
- ❖ 9' 5" digging depth
- ❖ Tight Tail Swing
- ❖ Two pattern selection system
 - ISO / Large excavator pattern
 - SAE / Backhoe pattern
- ❖ Suspension seat
- ❖ Front mounted dash panel
 - Interactive service and diagnostics displays
- ❖ 2 variable displacement pumps, 1 gear pump
- ❖ Accumulator
- ❖ Auxiliary hydraulics piping and diverter valves standard
- ❖ Attachment flow adjustable
- ❖ Bi-directional, proportional service port controls, right-hand pilot control mounted.
- ❖ Cushioned boom cylinder
- ❖ Direct to tank return line valve
- ❖ SP1 Diverter valve
- ❖ Hydraulic pilot controls
 - Adjustable wrist rests
- ❖ Multiple circuit operation
- ❖ Straight travel circuit

Sales Features (cont'd)

- ❖ Reinforced boom cylinder protector
- ❖ Protected boom and bucket cylinder hoses (inside boom)
- ❖ Protected travel motor hoses
- ❖ Swing bracket bushings
- ❖ Thumb bracket & relief valves factory installed
- ❖ Tool and grease gun storage
- ❖ Two-piece dozer hoses
- ❖ Wide open access panels for ground level serviceability
- ❖ Dual element air cleaner
- ❖ Fuel / water separator
- ❖ Self-bleed fuel system

Undercarriage

- ❖ 30° angle shaped track frame
- ❖ Dozer blade
- ❖ Three Single outer flange lower 3 lower track rollers per side
- ❖ Grease track tension adjustment
- ❖ Rubber track
- ❖ Shockless travel
- ❖ Shockless swivel
- ❖ Two travel speeds
 - Auto-downshift travel motors
 - Travel speed switch blade lever mounted
- ❖ Upper track roller

Safety Equipment

- ❖ Automatic house parking brake
- ❖ Automatic travel parking brake
- ❖ Control lever safety locks
- ❖ Grab handles for entry & exit
- ❖ Non-slip entry & exit surfaces
- ❖ Retractable seat belt
- ❖ ROPS / TOPS / OPG (Top Guard, Level 1) cab / canopy
- ❖ Safety start system

Buckets & Attachments

- ❖ 12", 16", 18", 24" quick attach trenching buckets
- ❖ Pin on buckets (TBA)
- ❖ Auger
- ❖ Hydraulic breaker
- ❖ Hydraulic thumb
- ❖ Quick coupler

Options

- ❖ 3" Retractable seat belt
- ❖ ROPS / TOPS / OPG (Top Guard, Level 1)
- ❖ Cab mirror kit
- ❖ Cab radio
- ❖ Canopy light kit
- ❖ Spark arrestor muffler kit
- ❖ Travel alarm kit
- ❖ Block Heater
- ❖ Travel Pedal Kit

Engine:

Make and Model.....	Kubota D1105-BH
Type	Liquid cooled, 3 cylinder, diesel Tier 4 Final diesel
Engine hp (Gross)	20.8 / 2400 rpm
Bore X Stroke	3.07 X 3.09
Displacement.....	68.5 cu. in.
Fuel Consumption (75% of load)	N/A
Air Cleaner	Dual Element
Lubrication.....	Forced Lubrication
Cooling System	Pressurized Radiator
Charging Output.....	40 amp

Capacities:

Fuel Reservoir	8.7gal
Cooling System (w/ reservoir)	.9 gal
Engine Oil.....	1.0 gal
Hydraulic Reservoir	5.8 gal
Wheel Motor	.1 gal

Drive System:

Traveling Speed	1.6 / 2.7 mph
Maximum Traction Force.....	6,767 lbf
Length of Track on the Ground.....	6'6.3"
Under Carriage Shoe Width	11.8"
Ground Contact Pressure.....	3.5 psi ROPS 3.6 psi Cab

Hydraulics:

System Type	Open center
Pump Type / Quantity.....	Piston / 2, Gear / 1
Total Pump Output	20.3 gpm
Auxiliary Flow	12.7 gpm
Bucket Digging Force	7014 lbf
Arm Digging Force	2,765 lbf

Dimensions:

Overall Length (Transport)	166"
Overall Height (CAB).....	95.7"
Overall Height (ROPS).....	95.3"
Overall Width	59.1"
Tail Swing Radius	31"
Tail Swing Overhang.....	1.6"

Standard Blade

Blade Width X Height	59.1" X 11.8"
Maximum Lift Above Ground.....	14.2"
Maximum Drop Below Ground	12.6"

Swing System:

Unit Swing Speed.....	9.9 rpm
Boom Swing Angle.....	75° left / 55° right

Operating Weight:

Canopy, rubber tracks, standard blade	5,688 lbs.
Cab, rubber tracks, standard blade ..	5,908 lbs.

Working Range:

Maximum Digging Depth.....	9'5"
Maximum Reach @ Ground Level ..	15'4"
Maximum Vertical Digging Depth....	7'8"
Maximum Digging Height.....	14'6"
Maximum Dumping Height.....	10'

Lift Capacity:

Over Front, Blade Grounded, 2 Ft. Load Point Height, 10 Ft. Load Radius.....	1,340 lbs.
--	------------

BID SPECIFICATIONS		
U27-4 MTS EXCAVATOR		
KEY SPECIFICATIONS		
Type of ROPS/FOPS	Canopy / Cab	
Type of tracks	Rubber	
Operating weight	5,688 lbs. / 5,908 lbs.	
Maximum digging depth	9' 5"	
Output (SAE J1995 gross)	20.8 hp / 2400 rpm	
Tail swing overhang	1.6"	
OPERATING AREA		
Digging controls	Two pilot operated, console mounted joystick levers control simultaneous boom, arm, bucket, and house swing.	
Operating pattern	Two pattern selector valve for selecting ISO or SAE control pattern without tools or leaving seat.	
Blade controls	Blade control by separate right-hand lever. (no float)	
Track controls	Straight travel when operating other circuits. Two self-centering hand and foot levers control speed and direction. Two-speed travel switch on blade lever.	
Auxiliary controls	Right foot valve controls boom swing. Right joystick proportional thumb switch controls auxiliary hydraulics.	
Front meter dash panel	Advanced features provide information that makes operation and maintenance much easier. Controllers such as auto glow and travel hi-hold are integrated with all the various analog and mechanical meters.	
Engine controls	Key operated preheat, start and stop.	
	Required preheat period is automatically controlled according to the engine coolant temperature.	
	Engine speed control by separate right-hand lever	
Suspension seat	High back suspension seat with adjustments for seatback angle, fore/aft,	
ENGINE		
Model	Kubota D1105-BH Tier 4 Final Certified	
Type	Three cylinder, liquid-cooled, overhead valve, indirect injection	
Displacement	68.5 cu in	
Fuel consumption (75% Load)	N/A	
Sound level @ ear	79 dB(A)	
"F" shaped fan blades (low noise)	Standard equipment	
Under hood muffler	Standard equipment	
Dual element cyclone type air cleaner w/ dust cup	Standard equipment	
Fuel / water separator	Standard equipment	
Self bleed fuel system	Standard equipment	
DIGGING PERFORMANCE		
Maximum digging depth	ft. in. / (mm)	9' 5" / (2870)
Digging height	ft. in. / (mm)	14'6" / (4420)
Dumping height	ft. in. / (mm)	10' 0" / (3048)
Digging radius @ ground	ft. in. / (mm)	15' 4" / (4674)
Arm breakout force	lbs. / (kgf)	2,765 lb / (1260)
Bucket breakout force	lbs. / (kgf)	7,014 lb / (3181)

BID SPECIFICATIONS	
U27-4 EXCAVATOR (Cont.)	
HYDRAULIC SYSTEM	
Hydraulic pumps	2 ea. Variable type, 1 ea. Gear type, (gear type for pilot)
Total flow capacity	20.3 gpm
Relief valve setting	3133 psi
Auxiliary hydraulics (routed to arm)	12.7 gpm Piping and valves standard equipment w/ diverter valve
Auxiliary relief setting	2494 psi
Hydraulic oil cooler	Standard equipment
Simultaneous boom, arm, bucket, travel and house swing operation	Standard equipment
Cushioned travel, swing, and boom circuits	Standard equipment
DRIVE SYSTEM	
Track type	Rubber 1/2 pitch
Traveling speed	1.6 mph Low / 2.7 mph High
Drive motor type	Two speed axial piston with automatic hydraulic brake
Type of reduction	Two stage planetary final drives
Maximum drawbar pull	NA
Maximum traction force	6,767lbs
Under carriage shoe width	11.8"
Ground contact pressure	Rubber—ROPS / CAB 3.5psi / 3.6 psi
Length of track on ground	6'6.3"
Interchangeability between rubber & steel tracks	N/A
Grease adjusted track tensioner	Standard equipment
Independent hydraulic steering	Standard equipment
Upper track roller	Standard equipment
Single outer flange track rollers	Standard equipment
30° angle shaped track frame	Standard equipment
Swing System	
Unit swing speed	9.9 rpm
Swing motor type	Piston motor with reduction gear drive. Automatic hydraulic cushioned brake,
Ring gear type	Single row shear type ball bearings. Internal gear built into swivel bearing. Remote lubrication point.
Boom swing angle	75° left / 55° right
Blade	
Blade width x height	59.1" x 11.8"
Maximum lift above ground	14.2"
Maximum drop below ground	12.6"

BID SPECIFICATIONS	
U27-4 EXCAVATOR (Cont.)	
DIMENSIONS	
Overall length	166"
Overall height Canopy / Cab	95.3" / 95.7"
Overall width	59.1"
Tail swing radius	31"
Tail swing overhang	1.6"
Ground clearance	12.1"
COOLANT AND LUBRICANT CAPACITIES	
Fuel reservoir	8.7 gal
Coolant (including reservoir)	0.9 gal
Engine oil	1.2 gal
Hydraulic reservoir	5.8 gal
Wheel motor	0.1 gal
FILTERS	
	Engine oil, spin on type
	Fuel filter, spin on type
	Cyclonic air filter, dual element, inner and outer elements
	Fuel / water separator and fuel tank clean out port
	Hydraulic filters, suction & return, spin on type
ELECTRICAL	
Engine alternator	12 VDC, 40 amp
Battery	12 VDC, 62 AH
Horn	Standard equipment
Instrumentation	Battery charging warning lamp Coolant temperature gauge Coolant level low lamp Engine oil pressure warning lamp Fuel level gauge Fuel low warning lamp Hour meter Pre-heat control lamp Tachometer
Boom Work light	Standard equipment
BUCKETS (CAPACITIES IAW SAE J296)	
Three hole buckets feature power hole for best bucket breakout force, curl hole for best loading performance	12" / 1.34 cu ft trenching bucket (late 2019)
	16" / 1.98 cu ft trenching bucket (late 2019)
	18" / 2.30 cu ft trenching bucket (late 2019)
	24" / 3.29 cu ft trenching bucket (late 2019)
Dedicated quick coupler buckets	9" / 1.03 cu ft trenching bucket
	12" / 1.40 cu ft trenching bucket
	18" / 2.20 cu ft trenching bucket
	24" / 3.0 cu ft trenching bucket

BID SPECIFICATIONS		
U27-4 EXCAVATOR (Cont.)		
SAFETY EQUIPMENT		
Rollover Protective Structure (ROPS)	Canopy and cab meet OSHA 1926.1001/SAE J1040	
OPG (Top Guard, Level 1)	Canopy and cab meet ISO 10262:1998 and OSHA 1926:1003	
Grab handles for entry and exit	Standard equipment	
Engine start safety lockout	Standard equipment	
Joystick control lockout	Standard equipment	
Travel lever safety lock	Standard equipment	
Auxiliary hydraulics on / off switch	Standard equipment	
Refueling assistant to prevent overflow	Standard equipment	
Low travel speed reset @ engine start	Standard equipment	
Boom anti-drop system	Standard equipment	
Non-slip surfaces for entry and exit	Standard equipment	
Retractable seat belt	Standard equipment	
Travel motion alarm	Optional	
Automatic house parking brake	Standard equipment	
MANUALS		
	Operator's Instruction Manual	
	Illustrated Parts List	
	Work Shop (Maintenance)	
WARRANTY		
Basic warranty	24 months / 2000 hours	
Rubber track warranty	12 months / 1000 hours	
OPTIONS		
	• 3" Retractable seat belt	
	• Mirror Kit (cab only)	
	• Block heater	
	• Canopy work lights	
	• Hydraulic breaker	
	• Hydraulic thumb	
	• Radio (cab only)	
	• Spark arrestor muffler kit	
	• Travel alarm kit	
	• Foot Pedal Kit	
CYCLE TIMES		
Boom Cylinder Speed	Raise	2.2 sec
	Lower	2.6 sec
Arm Cylinder Speed	Crowd in	2.7 sec
	Crowd Out	2.6 sec
Bucket Cylinder Speed	Curl	2.5 sec
	Dump	1.6 sec
Blade Cylinder Speed	Raise	1.9 sec
	Lower	2.6 sec
Boom Swing Cylinder Speed	Left	4.9 sec
	Right	4.3 sec



October 05, 2023

Preston Hill
City Of Post Falls
Post Falls, ID 83854

Dear Preston:

We are pleased to propose the following for your consideration: 1) New Case CX26C - Compact Excavator Unit# N12191, S/N # 20E004099. **The following factory and dealer options are included:**

- * Built for US Market Case CX26C Base Machine
- * CX26C ROPS Long Arm II
- * English Operators Manual
- * Options Package on Base Machine
- * Rubber Tracks
- * ROPS Canopy
- * 2 Way Aux. Hydraulics Proportional
- * Arm Long w/Thumb Bracket
- * LED Working Lights
- * LED Beacon
- * Additional Counterweight.
- * STD DOZER BLADE 747240
- * Linkage With Hook
- * Travel Alarm
- * Thumb Kit, Hyd., Long Tines
- * Coupler, Mechanical Pin Grabber
- * 12" HD Bucket (Mech/Hyd Coupler)
- * 18" or 24" HD Bucket (Mech/Hyd Coupler)
- * Rammer R03P Hammer w/Mounting Bracket and Hose Kit
- * Weldco-Beals 30" QC and Tilt Smooth Lip Bucket
- * Weldco-Beales 36" 5 Tine Land Clean-Up Rake
- * Weldco-Beales 20" QC Ripper Tooth

Warranty: 24 Months or 3,000 Hours (Whichever comes 1st), of Full Machine Limited Warranty.

Bid Price Complete + Delivered: \$67,320.00 Note: We do not collect Idaho Tax if due.

Optional Extended Warranty: Extended Warranty to a Total of 60 Month and 5,000 Hours (whichever comes 1st) for only an additional \$1,990.00

On behalf of Central Machinery Sales, Inc., thank you for the opportunity to quote Case Construction Equipment.

Sincerely,

A handwritten signature in black ink that reads "Brian Blackorby".

Brian Blackorby
Account Manager
Central Machinery – Case CE Dealer
4030 East Trent Ave
Spokane, WA 99202
Cell: 509.431.8617
BrianB@CMachinery.net

This proposal is good for 90 days.



Request for Informal Bids: Compact Excavator

City of Post Falls, Urban Forestry Division

Introduction: The City of Post Falls Urban Forestry Division is seeking informal bids from qualified suppliers for the purchase of a compact excavator to support our Urban Forestry operations.

Specifications:

Case CX26C Mini Excavator

- Compact Excavator (x1), meeting the following specifications:
 - Engine Horsepower: 20 (minimum) Yes, 24.8 Net HP
 - Digging Force @ Bucket: 4800 lb. (minimum) No, 4,740 lbs. (Short 60lbs.)
 - Digging Force @ Arm: 3100 lb. (minimum) Yes, 3,280 lbs.
 - Auxiliary Hydraulic Flow: 12 gpm (minimum) Yes, 12.2 GPM
 - Overall Machine Width: 5' 2" (maximum) Yes, 4' 7"
 - Tail Swing: 4" (maximum) Yes, 0 Tail Swing
 - Canopy/ROPS Height: 8' 1" (maximum) No, 8'2" ROPS Canopy 1" Over Height
 - Max. Travel Speed: 2.8 mph (minimum) Yes, 2.7 mph, No 2.7 mph
 - Max. Dig Depth: 8' 6" (minimum) Yes, 8' 8"
 - Max. Dig Reach: 15' 2" (minimum) Yes, 15' 4"
 - Ground Clearance: 12" (minimum) Yes, 20"
 - Lifting Capacity (at the front): 2250 lb. (minimum) Yes, 4.160 lbs @ 7'
 - Lifting Capacity (at the side): 780 lb. (minimum) Yes, 1.510 lbs @ 7'
 - Overall Weight: 7000 lb. (maximum) Yes, 6,160 lbs. Op. Weight
- And, with the following options:
 - Canopy only (no enclosed cab) Yes, Open ROPS
 - Hydraulic thumb Yes, Hyd. Thumb
 - Aux. hydraulic connections on excavator arm (without disconnecting hydraulic thumb) Yes
 - Quick-disconnect system for the bucket/attachment Yes, Pin Grabber QC
- Additional Attachments:
 - 12" wide toothed bucket (x1) Yes, 12" Digging Bucket w/Teeth
 - 18" wide toothed bucket (x1) Yes, 18" Digging Bucket w/Teeth
 - Hydraulic-tilt 30+" wide smooth-edge bucket (x1) Yes, Weldco-Beales 30" Twist Bucket
 - Ripper tooth attachment (x1) Yes, QC Ripper Tooth
 - 36" wide land clearance rake (x1) Yes, Weldco-Beales 36" QC Rake
 - Hydraulic hammer/breaker attachment (x1) Yes, Allied-Rammer R03P Breaker / Hammer
- Warranty:
 - 12-month warranty on all items against manufacturer defects Yes, Case Standard Warranty Exceeds

Submission Requirements: Interested suppliers are requested to submit the following:

- Detailed quote with itemized pricing. Seperate Page Included.
- Information about the compact excavator model and specifications. In Stock except 3 attachments
- Delivery timeline. 45 Days with all attachments



- Warranty information. 24 Months or 3,000 Hours (Whichever comes 1st) of Full Machine Limited Warranty.
- References from previous clients (if available).

Shoshone Waste Transfer Station in Kellogg, Richard Brenner
208-784-5190 Cell 208-783-3020 Office
Airway Heights Correctional Center in Airway Heights
Seth George 509-244-6700 Office 206-459-7660 Cell

Timeline:

- Deadline for Submission: October 15th, 2023
- Evaluation Period: Two weeks
- Anticipated Decision Date: November 1st, 2023

Contact Information: For inquiries and submission of bids, please contact: Preston Hill, Urban Forester;
prestonh@postfalls.gov; 208.457.3315

Submission Address: prestonh@postfalls.gov

Terms and Conditions:

1. The City of Post Falls reserves the right to accept or reject any or all bids.
2. Bidders must comply with all applicable local, state, and federal laws and regulations.
3. The City of Post Falls is not responsible for any costs incurred by bidders in the preparation and submission of their bids.

Thank you for your interest in providing a bid for the City of Post Falls Urban Forestry Division. We look forward to receiving your proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Preston Hill", is written over a light blue horizontal line.

Preston Hill
Urban Forester
City of Post Falls Urban Forestry Division

COVER PAGE

BID PROPOSAL

HYDRAULIC 3.5 TONNE EXCAVATOR

Submitting Vendor:

FMI Equipment

11111 E Trent Ave

Spokane, Wa 99206

Contact: Spence Andrews

O:509-927-4071

C:509-703-2160

E:sandrews@fmiequipment.com

Prepared For:

City of Post Falls Idaho

Attn: Preston Hill; Urban Forester

408 Spokane St

Post Falls Idaho 83854

TAKEUCHI TB235-2

		YES	NO	EXPLANATION
PREFERRED SPECIFICATION				
Engine Power minimum 20 HP		X		24.4 HP
Digging Force @ Bucket minimum 4800 Lb		X		9,127 LBS
Digging Force @ Arm minimum 3100 Lb		X		3,889 LBS
Aux Hydraulic Flow minimum 12 gpm		X		15.8 GPM
Overall Machine Width maximum 5'2		X		5' 2.2"
Tail Swing 4" maximum			X	35"
Canopy/ROPS height 8'1" maximum		X		8' 2.8"
Maximum Travel Speed 2.8 mph minimum			X	2.6 MPH
Maximum Dig Depth 8'6" minimum		X		10.78"
Maximum Dig Reach 15'2" minimum		X		16.10'
Ground Clearance 12" minimum			X	11.6"
Lifting Capacity at front minimum 2250 Lbs		X		3,081 LB
Lifting Capacity at the side minimum 780 Lbs		X		1,690 LBS
Overall Weight 7000 Lbs maximum			X	7,416 LBS
Canopy Only		X		
Hydraulic Thumb		X		
Aux Hydraulics (Arm Mounted)		X		
Quick Disconnect System		X		
Warranty-Full Machine		X		2yr/2000hr
ATTACHMENTS:		YES	NO	EXPLANATION
12" Wide Tooth Bucket		X		
18" Wide Tooth Bucket		X		
Hydraulic Tilt 30+" smooth edge bucket		X		
Ripper Tooth		X		
36" Wide Land Clearance Rake		X		
Hydraulic Hammer/Breaker		X		

NOTES:

machine is in stock in Spokane, and available for immediate delivery



**11111 E Trent
Spokane, WA 99206**

**Phone: (509) 927-4071
www.fmiequipment.com**

QUOTE

Invoice #	SPK-0
Date	9/28/2023
Time	3:35 PM

PO #:	
Document #:	SPK-5795
Due Date:	10/28/2023

Salesman:	Spencer Andrews
Ship Via:	BESTWAY
Terms:	Net 30

City of Post Falls (CITPOS)		
408 Spokane Street		
Post Falls	ID	83854
Contact:	Hill, Preston (208) 773-8147	

Wholegood Estimate

Reprint

Ship To:		
City of Post Falls		
408 Spokane Street		
Post Falls	ID	83854

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
(11134) TAKEUCHI TB235-2RA-TC Takeuchi TB235-2 Excavator w/ Canopy, Rubber Track, Angle blade, Includes Hydraulic Thumb & Quick Coupler(SN:123603918)	1.00	\$58,477.00	\$58,477.00		\$58,477.00		\$58,477.00		
FMI DISCOUNT - EXCAVATOR MACHINE									
Municipality Discount	-1.00	\$9,100.00	(\$9,100.00)		(\$9,100.00)		(\$9,100.00)		
(4984) TAKEUCHI BQC12512 BUCKET (12" COUPLE) (TB125, TB135, TB230, TB240)(SN:)	1.00	\$778.00	\$778.00		\$778.00		\$778.00		
(4989) TAKEUCHI BQC12518 Takeuchi BQC12518 Bucket (18" Couple) (TB125,TB135, TB230, TB240)(SN:)	1.00	\$885.00	\$885.00		\$885.00		\$885.00		
(21156) AMULET T3-1.5-36 (Drilled for CAT) Amulet T3-1.5-36 36" Wide, Hydraulic Tilt Bucket, Drilled For CAT Bolt- On Edge(SN:)	1.00	\$5,050.00	\$5,050.00		\$5,050.00		\$5,050.00		
(21157) AMULET RKT235 Amulet RKT290 HoeMate, 3/4-Tine 36" Wide, Heavy Duty Demolition Rake(SN:)	1.00	\$2,315.00	\$2,315.00		\$2,315.00		\$2,315.00		
(21158) AMULET RPTB235 Amulet RPTB235 Severe-Duty, Single Tine Ripper w/ Tooth Included(SN:)	1.00	\$1,920.00	\$1,920.00		\$1,920.00		\$1,920.00		

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Page 1 of 2 Pages



**11111 E Trent
Spokane, WA 99206**

**Phone: (509) 927-4071
www.fmiequipment.com**

QUOTE

Invoice #	SPK-0
Date	9/28/2023
Time	3:35 PM

PO #:	
Document #:	SPK-5795
Due Date:	10/28/2023

Salesman:	Spencer Andrews
Ship Via:	BESTWAY
Terms:	Net 30

City of Post Falls (CITPOS)		
408 Spokane Street		
Post Falls	ID	83854
Contact:	Hill, Preston (208) 773-8147	

Wholegood Estimate

Reprint

Ship To:		
City of Post Falls		
408 Spokane Street		
Post Falls	ID	83854

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
(21159)									
ARROWHEAD 680-TAK235- 027 Arrowhead 680-TAK235- 027 Hydraulic Breaker w/ Hoses, Point, & 027 Type 1/8 Yard Mount Bracket(SN:)	1.00	\$9,370.00	\$9,370.00		\$9,370.00		\$9,370.00		
Set-Up Excavator									
Install & Test 2nd Aux Hydraulic Valving (hoses and valve included)	1.00	\$1,700.00	\$1,700.00		\$1,700.00		\$1,700.00		
Customer Cash Discount - NO LOW RATE FINANCING									
Takeuchi Customer Cash Discount	-1.00	\$3,500.00	(\$3,500.00)		(\$3,500.00)		(\$3,500.00)		

Cash	Check/Check#	CC/CC Type	On Acct.	Mfg Credit	CIT	Deposit	Other
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Summary of Charges	
\$0.00	Taxable
\$67,895.00	Non-Taxable
\$67,895.00	Subtotal
\$0.00	Sales Tax
\$67,895.00	Total
\$0.00	Amount Tendered
\$0.00	Change Due

Customer Signature	Date
--------------------	------

Exempt Tax Cert #:	ST-101
Expiration Date:	

Printed:10/3/2023 9:31 AM

Page 2 of 2 Pages

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Hargrave-Hathawy Annexation Agreement File No ANNEX-22-8

ITEM AND RECOMMENDED ACTION:

Approve the submitted Hargrave-Hathawy Annexation Agreement.

DISCUSSION:

The agreement corresponds with the October 4, 2022 public hearing before City Council and the associated Reasoned Decision for Single-Family Residential (R1) zoning.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Reasoned Decision on November 15, 2022.

APPROVED OR DIRECTION GIVEN:

The agreement corresponds with the October 4, 2022 public hearing before City Council and the associated Reasoned Decision for Single-Family Residential (R1) zoning.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

n/a

BUDGET CODE:

n/a

ATTACHMENTS:

1. Applicant signed Annexation and Development Agreement Hargrave-Hathaway

DEVELOPMENT AND ANNEXATION AGREEMENT

Hargrave-Hathaway Annexation

(File No. ANN-22-8)

THIS AGREEMENT is made this ____ day of _____, 20__, 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 William C. Hathaway and Ute E. Hathaway, husband and wife; Brett E. Hargrave and Kimberly J. Hargrave, husband and wife, with their principal place of residence at 1421 W. Poleline Ave., Post Falls, ID 83854 and 57 Twin Oaks Lane, Toole, UT 84074.

WHEREAS, **William C. Hathaway and Ute E. Hathaway, husband and wife; Brett E. Hargrave and Kimberly J. Hargrave, husband and wife**, (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property with the zoning designation of Single-Family Residential (R1) subject to the Owner performing the covenants and conditions in this Agreement.

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 in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located along the north side of Bogie Drive, centrally located between N. Greensferry Road and N. Cecil Road and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City

policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any

lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.

- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Poleline Avenue to include utilities, sidewalks, and storm drainage.
- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Poleline Avenue for a total right of way width of 55 feet measured from the Section Line located in Poleline Ave.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any

applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. 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.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.

- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. 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.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. 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.
- 6.13. 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.
- 6.14. 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.
- 6.15. 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.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

CITY OF POST FALLS

William C. Hathaway and Ute E. Hathaway

By: _____
Ronald G. Jacobson, Mayor

By: _____
William C. Hathaway

Attest: _____
Shannon Howard, City Clerk

By: _____
Ute E. Hathaway

Brett E. Hargrave and Kimberly J. Hargrave

By: _____
Brett E. Hargrave

By: _____
Kimberly J. Hargrave

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

On this _____ day of November, 2022, 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.

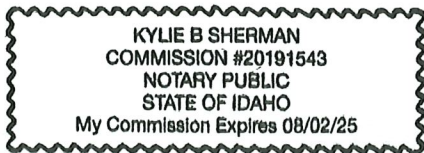
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF IDAHO)
 :SS
County of Kootenai)

On this 25th day of October, 2023, before me, a Notary for the State of Idaho, personally appeared ***William C. Hathaway and Ute E. Hathaway, husband, and wife***, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Kylie B. Sherman
Notary Public for the State of Idaho
Residing at: Post Falls, ID 83854
Commission Expires: 08/02/2025

STATE OF IDAHO)
 :SS
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary for the State of Idaho, personally appeared ***Brett E. Hargrave and Kimberly J. Hargrave, husband, and wife***, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

CITY OF POST FALLS

William C. Hathaway and Ute E. Hathaway

By: Ronald G. Jacobson, Mayor

By: _____
William C. Hathaway

Attest:

Shannon Howard, City Clerk

By: Ute E. Hathaway

Brett E. Hargrave and Kimberly J. Hargrave

By: 
Brett E. Hargrave

By: Kimberly J. Hargrave

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

On this ____ day of November, 2022, 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: _____

STATE OF IDAHO)
 :ss
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared **William C. Hathaway and Ute E. Hathaway, husband, and wife**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he 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: _____

STATE OF IDAHO)
 :ss
County of Kootenai)

On this 30th day of October, 2023, before me, a Notary for the State of Washington personally appeared **Brett E. Hargrave** known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Katie L. Dougall Pederson
Notary Public for the State of Washington
Residing at: Bellingham, WA
Commission Expires: 12/21/2025

CITY OF POST FALLS

William C. Hathaway and Ute E. Hathaway

By: Ronald G. Jacobson, Mayor

By: _____
William C. Hathaway

Attest:

Shannon Howard, City Clerk

By: Ute E. Hathaway

Brett E. Hargrave and Kimberly J. Hargrave

By: Brett E. Hargrave

By: Kimberly J. Hargrave
Kimberly J. Hargrave

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

On this ____ day of November, 2022, 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: _____

STATE OF IDAHO)
)
:SS
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared **William C. Hathaway and Ute E. Hathaway, husband, and wife**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he 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.

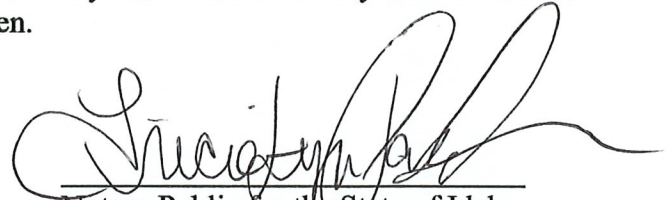
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

Utah
STATE OF ~~IDAHO~~)
Tooele)
:SS
County of ~~Kootenai~~)

On this 30 day of October, 2023, before me, a Notary for the State of Idaho, personally appeared **Brett E. Hargrave and Kimberly J. Hargrave, husband, and wife**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he 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: Tooele, UT
Commission Expires: 1.19.25

LEGAL DESCRIPTION FOR 1349 W POLELINE AVE

Lot 2, Block 1, MICA ACRES, according to the plat recorded in the office of the County Recorder in Book "F" of Plats at Page 60, records of Kootenai County, Idaho.

LEGAL DESCRIPTION FOR 1421 W POLELINE AVE

Lot 1, Block 1, MICA ACRES, according to the plat thereof filed in Book F of Plats at page(s) 60, records of Kootenai County, Idaho.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Nagra Annexation File No. ANNX-22-11 Grant of Right-Of-Way

ITEM AND RECOMMENDED ACTION:

Approve Grant of Right-Of-Way Document

DISCUSSION:

Approve Grant of Right-Of-Way that corresponds with the Nagra Annexation

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 5th, 2023

APPROVED OR DIRECTION GIVEN:

Grants of Right-Of-Way are required with Annexation

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Grant of ROW-City of Post Falls

GRANT OF RIGHT-OF-WAY

Nagra Annexation

W. Prairie Ave. / N. McGuire Rd.

File No. ANNX-22-11

KNOWN ALL MEN BY THESE PRESENTS, that **Ranvir S. Nagra and Davinder Nagra (Owners)**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property:

A PARCEL OF LAND BEING A PORTION OF TAX NUMBER 5285 LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20 BEING A 3" ALUMINUM CAP FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 21 BEARS SOUTH 88°48'06" EAST A DISTANCE OF 2646.19 FEET; THENCE, ALONG THE EAST LINE OF SECTION 20 NORTH 0°45'09" EAST A DISTANCE OF 281.56 FEET TO THE **TRUE POINT OF BEGINNING**.

THENCE, NORTH 89°14'51" WEST A DISTANCE OF 30.00 FEET;

THENCE, SOUTH 2°07'00" WEST A DISTANCE OF 179.00 FEET;

THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 106.19 FEET, A DELTA ANGLE OF 86°54'50", AND A CHORD THAT BEARS SOUTH 45°34'33" WEST A DISTANCE OF 96.29 FEET;

THENCE, SOUTH 89°01'51" WEST A DISTANCE OF 95.80 FEET;

THENCE, NORTH 0°44'45" EAST A DISTANCE OF 25.41 FEET;

THENCE, SOUTH 88°42'59" EAST A DISTANCE OF 104.94 FEET;

THENCE, ALONG A CURVE THE LEFT WITH A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 79.00 FEET, A DELTA ANGLE OF 90°31'52", AND A CHORD THAT BEARS NORTH 46°01'05" EAST A DISTANCE OF 71.04 FEET;

THENCE, NORTH 0°45'09" EAST A DISTANCE OF 554.78 FEET;

THENCE, SOUTH 88°42'35" EAST A DISTANCE OF 42.50 FEET;

THENCE, SOUTH 0°45'09" WEST A DISTANCE OF 378.68 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 0.494 ACRES, MORE OR LESS.

As depicted in the attached **Exhibit A**.

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this 1st day of Nov., 2023.

GRANTEE:

CITY OF POST FALLS

By Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Ranvir S. Nagra and Davinder Nagra

By Ranvir S. Nagra

By Davinder Nagra

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

On this _____ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor** and **City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

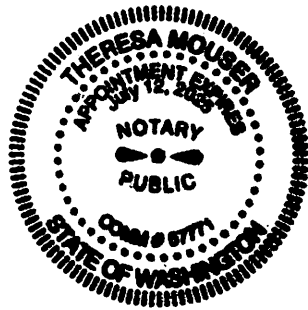
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF IDAHO)

On this 1 day of November, 2023 before me, a Notary for the State of ~~Idaho~~ ^{Washington}, personally appeared **Ranvir S. Nagra and Davinder Nagra, Owners**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he 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 Washington
Residing at: Spokane Washington
Commission Expires: July 12, 2025

EXHIBIT A

UTILITY, SIDEWALK AND STORM DRAINAGE EASEMENT

A PARCEL OF LAND BEING A PORTION OF TAX NUMBER 5285 LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20 BEING A 3" ALUMINUM CAP FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 21 BEARS SOUTH 88°48'06" EAST A DISTANCE OF 2646.19 FEET; THENCE, ALONG THE EAST LINE OF SECTION 20 NORTH 0°45'09" EAST A DISTANCE OF 660.24; THENCE, NORTH 88°42'35" WEST A DISTANCE OF 42.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, NORTH 88°42'35" WEST A DISTANCE OF 15.00 FEET;

THENCE, SOUTH 0°45'09" WEST A DISTANCE OF 539.78 FEET;

THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 79.00 FEET, A DELTA ANGLE OF 90°31'52", AND A CHORD THAT BEARS SOUTH 46°01'05" WEST A DISTANCE OF 71.04 FEET;

THENCE, NORTH 88°42'59" WEST A DISTANCE OF 89.94 FEET;

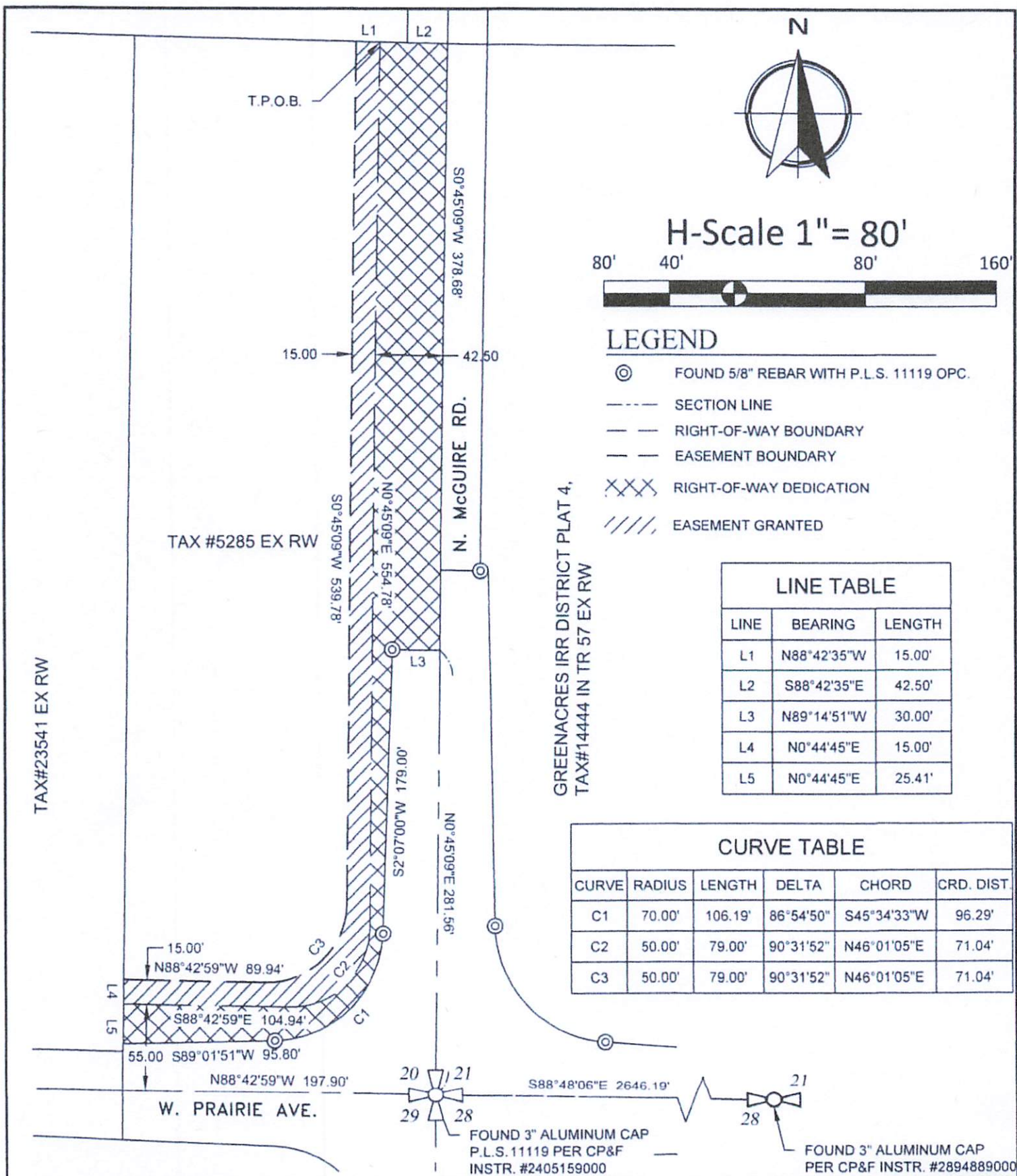
THENCE, SOUTH 0°44'45" WEST A DISTANCE OF 15.00 FEET;

THENCE, SOUTH 88°42'59" EAST A DISTANCE OF 104.94 FEET;

THENCE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 79.00 FEET, A DELTA ANGLE OF 90°31'52", AND A CHORD THAT BEARS NORTH 46°01'05" EAST A DISTANCE OF 71.04 FEET;

THENCE, NORTH 0°45'09" EAST A DISTANCE OF 554.78 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 0.257 ACRES, MORE OR LESS.



RIGHT-OF-WAY/EASEMENT EXHIBIT

SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: N/A

DRAFTED BY: ERH

PLOT DATE: 10/23/2023

SHEET

FILE NAME: 22-125

CHECKED BY: CJJ

PROJECT No.: 22-125

2

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Nagra Annexation File No. ANNX-22-11 Grant of Easements

ITEM AND RECOMMENDED ACTION:

Approve the submitted Grant of Easements to corresponds with the Nagra Annexation.

DISCUSSION:

Easements are required to be granted and the time of Annexation.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 5th, 2023

APPROVED OR DIRECTION GIVEN:

Easements are required to be granted and the time of Annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Grant of Easement-City of Post Falls

GRANT OF EASEMENT
Nagra Annexation
W. Prairie Ave. / N. McGuire Rd.
File No. ANNX-22-11

KNOW ALL MEN BY THESE PRESENTS that, **Ranvir S. Nagra and Davinder Nagra (Owners)**; "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

A PARCEL OF LAND BEING A PORTION OF TAX NUMBER 5285 LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20 BEING A 3" ALUMINUM CAP FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 21 BEARS SOUTH 88°48'06" EAST A DISTANCE OF 2646.19 FEET; THENCE, ALONG THE EAST LINE OF SECTION 20 NORTH 0°45'09" EAST A DISTANCE OF 660.24; THENCE, NORTH 88°42'35" WEST A DISTANCE OF 42.50 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, NORTH 88°42'35" WEST A DISTANCE OF 15.00 FEET;

THENCE, SOUTH 0°45'09" WEST A DISTANCE OF 539.78 FEET;

THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 79.00 FEET, A DELTA ANGLE OF 90°31'52", AND A CHORD THAT BEARS SOUTH 46°01'05" WEST A DISTANCE OF 71.04 FEET;

THENCE, NORTH 88°42'59" WEST A DISTANCE OF 89.94 FEET;

THENCE, SOUTH 0°44'45" WEST A DISTANCE OF 15.00 FEET;

THENCE, SOUTH 88°42'59" EAST A DISTANCE OF 104.94 FEET;

THENCE, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 79.00 FEET, A DELTA ANGLE OF 90°31'52", AND A CHORD THAT BEARS NORTH 46°01'05" EAST A DISTANCE OF 71.04 FEET;

THENCE, NORTH 0°45'09" EAST A DISTANCE OF 554.78 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 0.257 ACRES, MORE OR LESS.

As further depicted in the attached **Exhibit A**

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

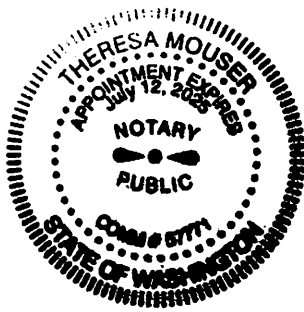
In witness whereof, the Grantor has caused this instrument to be executed this 1st day of Nov., 2023.

CITY OF POST FALLS

Spokane :SS
County of ~~Kootenai~~)

On this 1 day of November, 2023 before me, a Notary for the State of ~~Idaho~~ ^{Spokane Washington}, personally appeared **Ranvir S. Nagra and Davinder Nagra, Owners**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he 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 Washington
Residing at: Spokane Washington
Commission Expires: July 12, 2025

EXHIBIT A

RIGHT-OF-WAY DEDICATION

A PARCEL OF LAND BEING A PORTION OF TAX NUMBER 5285 LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20 BEING A 3" ALUMINUM CAP FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 21 BEARS SOUTH 88°48'06" EAST A DISTANCE OF 2646.19 FEET; THENCE, ALONG THE EAST LINE OF SECTION 20 NORTH 0°45'09" EAST A DISTANCE OF 281.56 FEET TO THE **TRUE POINT OF BEGINNING**.

THENCE, NORTH 89°14'51" WEST A DISTANCE OF 30.00 FEET;

THENCE, SOUTH 2°07'00" WEST A DISTANCE OF 179.00 FEET;

THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 106.19 FEET, A DELTA ANGLE OF 86°54'50", AND A CHORD THAT BEARS SOUTH 45°34'33" WEST A DISTANCE OF 96.29 FEET;

THENCE, SOUTH 89°01'51" WEST A DISTANCE OF 95.80 FEET;

THENCE, NORTH 0°44'45" EAST A DISTANCE OF 25.41 FEET;

THENCE, SOUTH 88°42'59" EAST A DISTANCE OF 104.94 FEET;

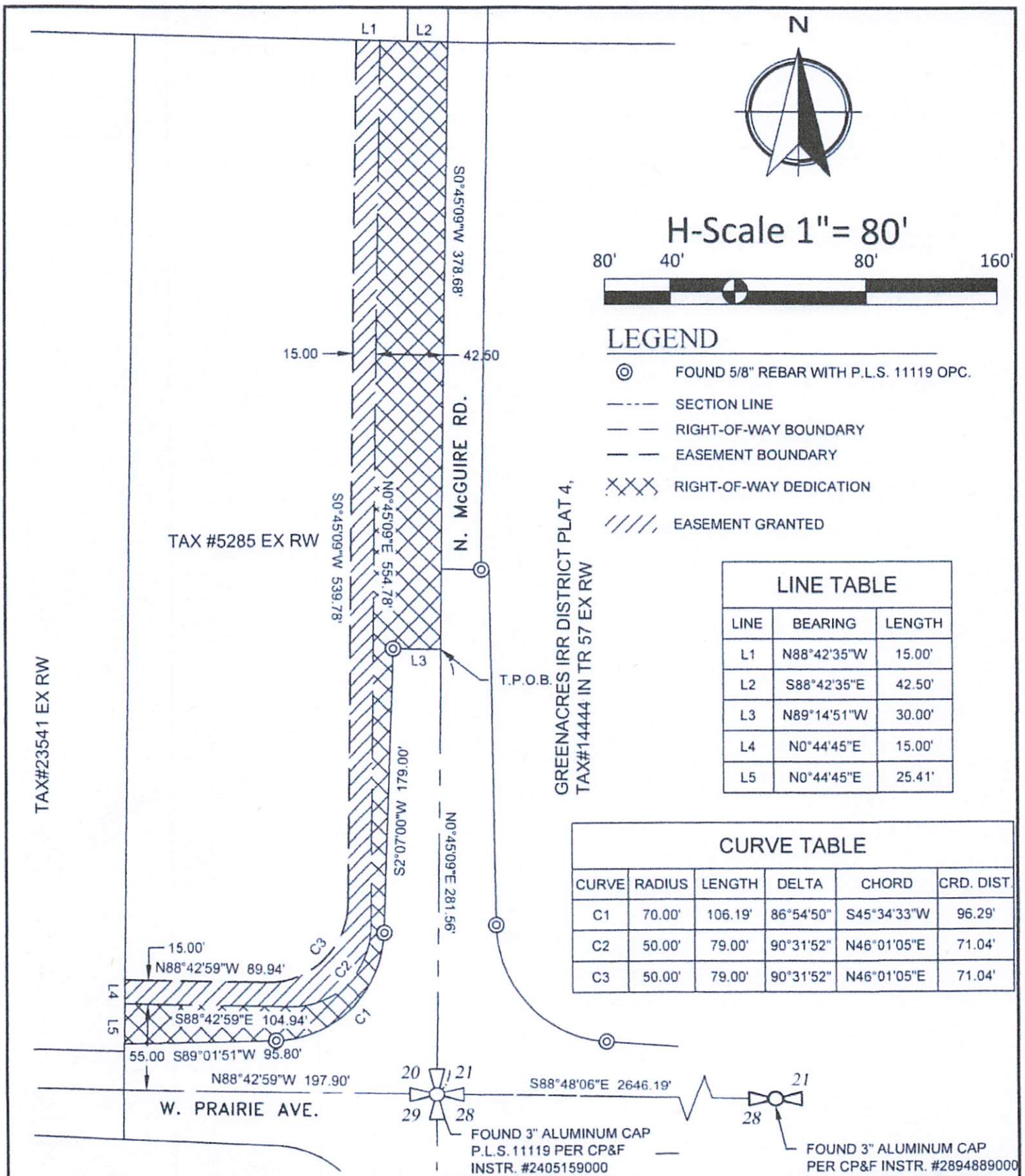
THENCE, ALONG A CURVE THE LEFT WITH A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 79.00 FEET, A DELTA ANGLE OF 90°31'52", AND A CHORD THAT BEARS NORTH 46°01'05" EAST A DISTANCE OF 71.04 FEET;

THENCE, NORTH 0°45'09" EAST A DISTANCE OF 554.78 FEET;

THENCE, SOUTH 88°42'35" EAST A DISTANCE OF 42.50 FEET;

THENCE, SOUTH 0°45'09" WEST A DISTANCE OF 378.68 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 0.494 ACRES, MORE OR LESS.



RIGHT-OF-WAY/EASEMENT EXHIBIT
SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

Johnson
Surveying
P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

DATE SURVEYED: N/A	DRAFTED BY: ERH	PLOT DATE: 10/23/2023	SHEET 2
FILE NAME: 22-125	CHECKED BY: CJJ	PROJECT No.: 22-125	2

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/7/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson, Deputy City Administrator
SUBJECT: Ordinance - Snow Removal

ITEM AND RECOMMENDED ACTION:

Staff recommends adopting the attached snow removal ordinance to address removal of snow from public sidewalks.

DISCUSSION:

The attached snow removal ordinance is presented for council adoption. The ordinance requires owners and lessees of real property to remove snow and ice from sidewalks abutting their property and prohibits placing snow, dirt, de-icer, and other debris on public rights of ways.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This ordinance, and the related enforcement plan, was reviewed by the City Council at its October 17, 2023 meeting.

APPROVED OR DIRECTION GIVEN:

Staff was directed to present the ordinance for final adoption.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2023.10.06.12 Snow Removal Ordinance

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING MUNICIPAL CODE CHAPTER 10.48 AND ADOPTING A NEW CHAPTER 10.48, REQUIRING THE OWNER OR LESSEE OF REAL PROPERTY TO REMOVE SNOW FROM PUBLIC SIDEWALKS ABUTTING THE PROPERTY, PROHIBITING PLACING SNOW, DIRT, DEBRIS, AND DE-ICER ON PUBLIC RIGHTS OF WAYS, PROVIDING THAT FIRST AND SECOND VIOLATIONS OF THIS ORDINANCE WITHIN TWO YEARS ARE INFRACTIONS PUNISHABLE BY FINES OF ONE HUNDRED AND THREE HUNDRED DOLLARS RESPECTIVELY, AND PROVIDING THAT A THIRD VIOLATION WITHIN TWO YEARS IS A MISDEMEANOR PUNISHABLE BY A FINE OF UP TO ONE THOUSAND DOLLARS OR BY IMPRISONMENT OF UP TO SIX MONTHS, OR BOTH; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, the Mayor and City Council find that it's in the best interest of the citizens of Post Falls to ensure, to the extent possible, that sidewalks are clear of snow during winter months.

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

SECTION 1. That Post Falls Municipal Code Chapter 10.48 is hereby repealed and a new Chapter 10.48 is adopted as follows:

**CHAPTER 10.48
SNOW AND DEBRIS ON STREETS AND SIDEWALKS**

10.48.010: REMOVAL OF SNOW AND ICE FROM SIDEWALKS:

Every owner or lessee of real property abutting a sidewalk must remove any snow, slush, or ice that accumulates on the sidewalk or pedestrian path, including curb ramps, abutting their property within forty-eight (48) hours following any storm causing the accumulation of snow, slush, or ice or within twenty-four (24) hours after receiving an official warning from the City requiring that the snow, slush, or ice be removed.

10.48.020: PLACING SNOW ON PUBLIC PROPERTY:

No owner or lessee of real property, or operator of snow removal equipment on private property, may remove snow, slush, or ice from private property and place it in any manner on public property or streets or around fire hydrants.

10.48.030: PLACING DIRT OR DEBRIS ON PUBLIC PROPERTY:

No person may place sand, salt, gravel, deicer, or similar materials on public streets without obtaining the written permission of the City's Public Works Director.

10.48.040: ENFORCEMENT AND VIOLATIONS:

An initial violation of this chapter is an infraction punishable by a fine of one hundred dollars (\$100.00). A second violation within a two (2) year period is an infraction punishable by a fine of three hundred dollars (\$300.00). All additional violations within a two (2) year period are misdemeanors punishable as provided in Section 1.24.010.

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

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

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances.

It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

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

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

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING MUNICIPAL CODE CHAPTER 10.48 AND ADOPTING A NEW CHAPTER 10.48, REQUIRING THE OWNER OR LESSEE OF REAL PROPERTY TO REMOVE SNOW FROM PUBLIC SIDEWALKS ABUTTING THE PROPERTY, PROHIBITING PLACING SNOW, DIRT, DEBRIS, AND DE-ICER ON PUBLIC RIGHTS OF WAYS, PROVIDING THAT FIRST AND SECOND VIOLATIONS OF THIS ORDINANCE WITHIN TWO YEARS ARE INFRACTIONS PUNISHABLE BY FINES OF ONE HUNDRED AND THREE HUNDRED DOLLARS RESPECTIVELY, AND PROVIDING THAT A THIRD VIOLATION WITHIN TWO YEARS IS A MISDEMEANOR PUNISHABLE BY A FINE OF UP TO ONE THOUSAND DOLLARS OR BY IMPRISONMENT OF UP TO SIX MONTHS, OR BOTH; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which provides for snow removal from sidewalks and streets; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of November, 2023.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which provides for snow removal from sidewalks and streets, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of November, 2023.

Field Herrington, City Attorney

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/7/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Ordinance - Development Agreement Text Amendment TA-23-1

ITEM AND RECOMMENDED ACTION:

Review and Approve the ordinance that corresponds with the recently approved Text Amendment

DISCUSSION:

This text amendment was presented to increase the time allowed to attain a signature for a Development Agreement to 12 months from 6 months in Post Falls Municipal Code (PFMC) Title 18.20.190. The following PFMC section is being proposed to be amended:

18.20.190: DEVELOPMENT AGREEMENTS:

The City requires a development agreement, pursuant to Idaho Code section 67-6511A, for all requests to zone property to the Technology, Community Commercial, or Residential Mixed Zone and in conjunction with all requests for annexation and zoning of property. Additionally, the City may require a development agreement as a condition of approving a rezone request. When required, the development agreement must be signed by the property owner and returned to the City within six (6) twelve (12) months of the City Council granting annexation and/or rezone.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

October 17th, 2023

APPROVED OR DIRECTION GIVEN:

To bring back the ordinance,

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2023.11.03 ORD Dev Agmt TA

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO POST FALLS MUNICIPAL CODE 18.20.190: DEVELOPMENT AGREEMENTS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, after the recommendation of the Planning and Zoning Administrator on the hereinafter provided amendments; and

WHEREAS, a public hearing was held before the Post Falls Planning and Zoning Commission on September 12th, 2023, in accordance with the law, testimony was taken, and the recommendation was given by the Commission that the City Council adopt the amendments hereinafter provided; and

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

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

SECTION 1. That Post Falls Municipal Code Section 18.20.190 is amended to read as follows:

18.20.190: DEVELOPMENT AGREEMENTS:

The City requires a development agreement, pursuant to Idaho Code section 67-6511A, for all requests to zone property to the Technology, Community Commercial, or Residential Mixed Zone and in conjunction with all requests for annexation and zoning of property. Additionally the City may require a development agreement as a condition of approving a rezone request. When required,

the development agreement must be signed by the property owner and returned to the City within ~~six (6)~~ twelve (12) months of the City Council granting annexation and/or rezone.

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

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

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

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

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

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

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO POST FALLS MUNICIPAL CODE 18.20.190: DEVELOPMENT AGREEMENTS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which changes the timeframe in which a development agreement must be signed and returned to the City from six months to twelve months; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of November, 2023.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which changes the timeframe in which a development agreement must be signed and returned to the City from six months to twelve months, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of November, 2023.

Field K. Herrington, City Attorney

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/7/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: City Hall Remodel – Amendment #2 to contract with Bernardo Wills

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign Fee Proposal Amendment 002 with Bernardo Wills for the City Hall Remodel project.

DISCUSSION:

An existing project is under design to add office space to the administration and legal department areas of City Hall, as well as to make upgrades to the building security and council chambers. Part of the project was also to investigate acoustic issues in the rotunda and to make recommendations as to future uses for that space.

In August, the scope of the project was expanded to investigate the concept of adding a public conference room to the second floor and to look into the possibility of adding a family restroom off the rotunda. Both of these concepts appear beneficial and feasible.

This contract amendment with the architect, Bernardo Wills, has been prepared to authorize the necessary design work for the new project elements as well as measures to mitigate the acoustics as recommended in the study. The amendment will also authorize Bernardo Wills to provide construction management services during the remodel project. That effort was not authorized at the time of the initial design contract.

Adding this work to the project will improve overall building security, will allow significantly greater use of the rotunda by the public, and will generally improve the quality of the city hall space for all who visit.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Amendment #1 – August 2, 2023
Design and Study Contract – March 7, 2023

APPROVED OR DIRECTION GIVEN:

The original contract and amendment were both approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

This amendment increases the authorized funding for architectural services on the project to a total of \$158,420. Funds will come from the budget for the Contracts and Professional line of the Capital Facilities Maintenance budget.

BUDGET CODE:

001-481.0000.62040

ATTACHMENTS:

1. 23-01-017 Post Falls City Hall Fee Proposal Modification #2
2. 23-01-017 Fee Summary v3
3. Original Contract with Bernardo Wills

Date:	10/29/2023
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 & Engineering Services:

Phase I: The added scope of work listed below includes Design Development, Construction Documents and Bidding Phases as described under Description of Basic Services. The additional scope of work also includes full mechanical, electrical and plumbing design. It is assumed that no structural engineering is required.

1. 2nd Floor Improvements to include design of 3,400 SF office and conference room renovation (Lobby and Finance Department).
2. 1st Floor Improvements to include design of a 150 SF Family Restroom and sink addition adjacent to the Council Chambers/Ante Room.
3. 1st Floor Improvements to include re-redesigning the central customer service area.
4. 1st Floor Improvements to include acoustic solutions at the rotunda.

Optional Services now added to Basic Services:

1. Furniture Selection/Coordination for Phase I Improvements.
2. Construction Administration Services for Phase I Improvements

Changes to the Contract Sum

Bernardo Wills |

Phase/Tasks	Description	Fee
Phase I: Added Basic Services	Architectural (BW)	\$ 32,000.00
Phase I: Added Basic Services	Consultants	\$ 15,070.00
Phase I: Optional Services: Furniture Coordination	Architectural (BW)	\$ 6,000.00
Phase I: Optional Services: Construction Administration	Architectural (BW)	\$ 30,550.00
Phase I: Optional Services: Construction Administration	Consultants	\$ 6,600.00
Total Authorization		\$ 90,220.00

Changes to Terms and Conditions

None

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)

07/18/23
(Date)

(Date)

FEE SUMMARY		
BW Project No.:	23-01-017	
BW Project Title:	Post Falls City Hall Remodel	
Project Manager:	Licia LeGrant/Michelle Widner	
Date:	10/29/2023	
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	\$ 2,200	
Electrical	\$ 3,300	
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	
Phase I: Improvements: Added Scope (Fee Modification #1)		\$ 8,510.00
Schematic Design Phase	\$ 8,510	
Phase I: Improvements: Added Scope (Fee Modification #2)		\$ 47,070.00
Design Phase	\$ 9,500	
Construction Documents Phase	\$ 18,500	
Bidding Phase	\$ 4,000	
Consultants		
Mechanical	\$ 5,500	
Electrical	\$ 9,570	
Added Services: Construction Administration (Fee Modification #2)		\$ 37,150
* Phase I - Construction Services (BW)	\$ 24,600	
* Phase I - Site Visits (BW) Assume 7 Visits @ \$850.00	\$ 5,950	
Consultants		
* Mechanical	\$ 2,750	
* Electrical	\$ 3,850	
*Assume 7 Month Construction Timeframe		
Added Services: Furniture Coordination (Fee Modification #2)		\$ 6,000
Phase I - Furniture Selection/Coordination	\$ 6,000	
Total Fee for Basic Services (Stipulated Sum)		\$ 158,420

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 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

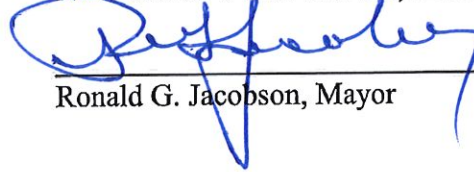
9.1. CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement and the other documents listed below and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the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

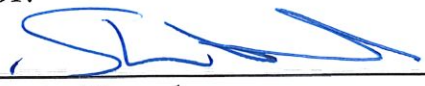
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

MAYOR OF POST FALLS, IDAHO



Ronald G. Jacobson, Mayor

ATTEST:

BY: 

Shannon Howard
City Clerk

Date: March 21, 2023

Licia LeGrant

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

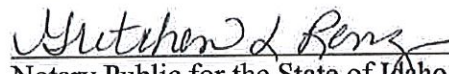
Licia LeGrant, [Commercial Sector Manager]
Bernardo Wills Architects

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


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

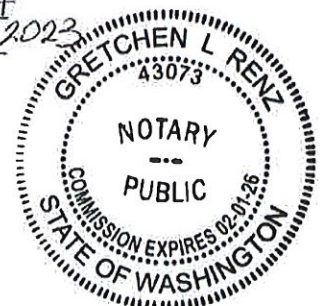


Exhibit B Nondiscrimination Requirements

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.

Bernardo Wills |

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
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/7/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: Wastewater Service Truck Procurement

ITEM AND RECOMMENDED ACTION:

City Council adopts the resolution authorizing the open market procurement of a wastewater service truck.

DISCUSSION:

The Water Reclamation Division uses a service truck to provide required maintenance at various locations in the collections system and at the treatment facility. Replacement of the current 2013 F-550 was approved for the FY23 budget and re-approved for the FY24 budget. The existing vehicle is currently in operation but has reached a point of decreased reliability.

A search has been conducted for a medium duty truck with a service box and a crane of sufficient capacity to meet the needs of the water reclamation system. Lead times for new vehicles and a subsequent crane body build and installation are approximately 12 months. In June, an attempt was made to procure a vehicle using a sole source authorization. However, that vehicle was sold before the process could be completed. Other similar vehicles have also been sold before authorization could be sought, such as a unit from a custom truck-body builder.

A local vendor conveyed to staff they were having a vehicle built which would match our specifications. The vendor indicated they would submit a bid, if offered, for the truck being built. Hoping to secure an agreement, staff placed a public bid notice and solicited formal bids from local supplies. None were received, including from the dealer offering to do so. Further discussion indicates dealers are unwilling to commit to selling a vehicle before it arrives and then wish to sell it as quickly as possible.

Staff requests authorization to purchase a suitable vehicle directly, up to an authorized amount. This vehicle has been pursued for over a full year, without success. Potential sources include buying a cab and chassis and waiting for it to be delivered, at which time a body would be built for it or buying an acceptable complete truck from a lot should one be identified. Buying a chassis and body separately will take over a year from start to finish; a vehicle on a lot can be obtained much more quickly. Availability will factor into final decisions.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Fiscal Year 2023 Budget
Sole Source Procurement, June 2023
Fiscal Year 2024 Budget

APPROVED OR DIRECTION GIVEN:

Funds were allocated for this purchase in both FY23 and FY24 and the sole source procurement was approved but unsuccessful.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Authorization is requested for \$250,000. It is expected costs will be nearer to \$200,000 as estimates in that vicinity have been provided during past purchase attempts.

BUDGET CODE:

650-466.0000.90010

ATTACHMENTS:

1. Council Agenda - WW Service Truck Open Market Resolution

RESOLUTION NO. 23-[Category]
RESOLUTION AUTHORIZING PROCUREMENT ON OPEN MARKET

WHEREAS, The City of Post Falls in fiscal year 2023 approved a budget which included replacement funds for a wastewater service truck; and

WHEREAS, Suitable chassis bodies were unavailable for purchase during the first eight months of fiscal year 2023; and

WHEREAS, In June 2023 City Council determined a sole source procurement was suitable for this vehicle; and

WHEREAS; The vehicle identified for sole source procurement was sold by the dealer before the sole source determination was finalized; and

WHEREAS, In the fall of 2023 Public Works advertised a request for competitive bids for the truck in accordance with Idaho Code; and

WHEREAS, No bids were received by the city; and

WHEREAS, Discussions with manufacturers led city staff to conclude that equipment delivery times were volatile and therefore potential bidders were not willing to risk submitting a bid; and

WHEREAS, Funds were budgeted again for this purchase in fiscal year 2024; and

WHEREAS, Idaho Code 67-2806(2)(h) provides that the governing board may pass a resolution declaring that the subject goods or services can be procured more economically on the open market; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that:

The City attempted to procure the subject goods, the wastewater service truck, through a competitive bidding process as outlined in Idaho Code §67-2806, no bids were received. The City Council finds it as a fact that the subject goods, the new wastewater service, can be more economically procured on the open market.

The City Council authorizes the procurement of the new wastewater service truck by the Public Works Director on the open market for an amount not to exceed two-hundred fifty thousand dollars (\$250,000) within fiscal year 2024.

This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law.

PASSED by the City Council on the ____ day of November, 2023 and

APPROVED by the City Council on this _____ day of November, 2023.

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/7/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Ordinance - Nagra Annexation File No. ANNX-22-11.

ITEM AND RECOMMENDED ACTION:

Approve the Nagra Annexation Ordinance that corresponds with the Annexation Agreement File No. ANNX-22-11.

DISCUSSION:

On July 5, 2023 the City Council approved the annexation with the Zoning Designation of Community Commercial Services (CCS).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 5, 2023

APPROVED OR DIRECTION GIVEN:

Bring back the Ordinance consistent with the Reasoned Decision

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Nagra Annexation Ordinance (2)

ORDINANCE NO. ____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

A Parcel of Land Being a Portion of the Southeast Quarter of Section 20, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho. Totaling 2.830 acres, generally located at the Northwest corner of the McGuire Rd./Prairie Ave. Intersection.

(File No. ANN-22-11)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 2.830 ACRES, A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 20 OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 05 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on December 13, 2022, and the City Council July 5, 2023, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Community Commercial Services (CCS) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Community Commercial Services (CCS) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the 7th day of November, 2023.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 2.830-acres and zoning the property Community Commercial Services (CCS). The property is generally located at the Northwest corner of the McGuire Rd./Prairie Ave. intersection. and is legally described as:

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 20 BEING A 2.5 INCH ALUMINUM CAP MARKED PLS 11119 PER CP&F 2405159000 FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 20 BEARS NORTH 88°42'51" WEST A DISTANCE OF 2650.37 FEET ; THENCE, ALONG THE EAST LINE OF SECTION 20 NORTH 0°45'17" EAST A DISTANCE OF 281.56 FEET TO A POINT ON THE CENTERLINE OF THE MCGUIRE ROAD RIGHT-OF-WAY SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE, NORTH 89°14'43" WEST A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY OF MCGUIRE ROAD;

THENCE, ALONG SAID WEST RIGHT-OF-WAY SOUTH 2°07'08" WEST A DISTANCE OF 179.00 FEET;

THENCE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 106.18 FEET, A DELTA ANGLE OF 86°54'37", AND A CHORD THAT BEARS SOUTH 45°34'34" WEST A DISTANCE OF 96.29 FEET TO THE NORTH RIGHT-OF-WAY OF PRAIRIE AVENUE;

THENCE, ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 89°01'59" WEST A DISTANCE OF 95.80 FEET TO A POINT ON THE EXISTING BOUNDARY OF THE CITY OF POST FALLS;

THENCE, ALONG SAID CITY BOUNDARY NORTH 0°44'53" EAST A DISTANCE OF 630.67 FEET;

THENCE, SOUTH 88°42' 27" EAST A DISTANCE OF 222.98 FEET TO THE EAST RIGHT-OF-WAY OF MCGUIRE ROAD;

THENCE, LEAVING THE EXISTING BOUNDARY OF THE CITY OF POST FALLS ALONG SAID EAST RIGHT-OF-WAY SOUTH 0°45'17" WEST A DISTANCE OF 328.46 FEET;

THENCE, NORTH 89°14'43" WEST A DISTANCE OF 25.00 FEET TO THE EAST LINE OF SECTION 20;

THENCE, ALONG SAID EAST LINE SOUTH 0°45' 17" WEST A DISTANCE OF 49.99 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PARCEL CONTAINING 2.830 ACRES, MORE OR LESS.

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

EXHIBIT A

CITY OF POST FALLS ANNEXATION

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 20 BEING A 2.5 INCH ALUMINUM CAP MARKED PLS 11119 PER CP&F 2405159000 FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 20 BEARS NORTH 88°42'51" WEST A DISTANCE OF 2650.37 FEET ; THENCE, ALONG THE EAST LINE OF SECTION 20 NORTH 0°45'17" EAST A DISTANCE OF 281.56 FEET TO A POINT ON THE CENTERLINE OF THE MCGUIRE ROAD RIGHT-OF-WAY SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

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SAID PARCEL CONTAINING 2.830 ACRES, MORE OR LESS.

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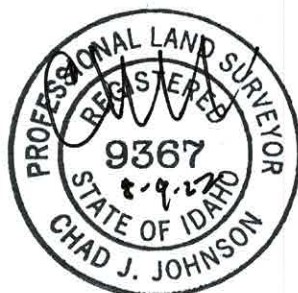


H-Scale 1" = 80'



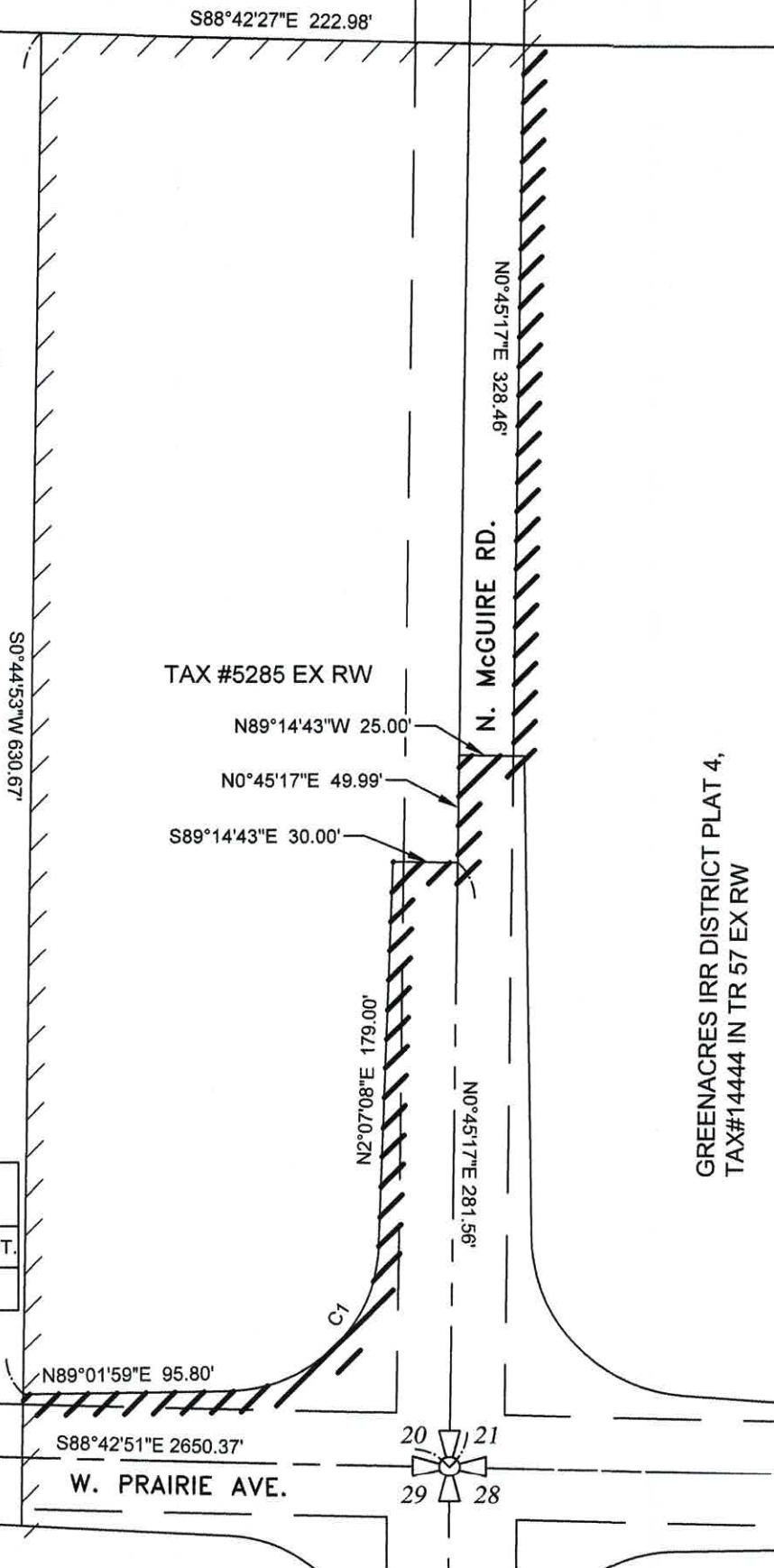
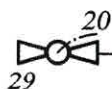
LEGEND

- SECTION LINE
- RIGHT-OF-WAY BOUNDARY
- //// EXISTING CITY BOUNDARY
- //// PROPOSED CITY BOUNDARY



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	70.00'	106.18'	86°54'37"	N45°34'34"E	96.29'



CITY ANNEXATION EXHIBIT

SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: N/A

DRAFTED BY: ERH

PLOT DATE: 05/31/2022

SHEET

FILE NAME: 22-125

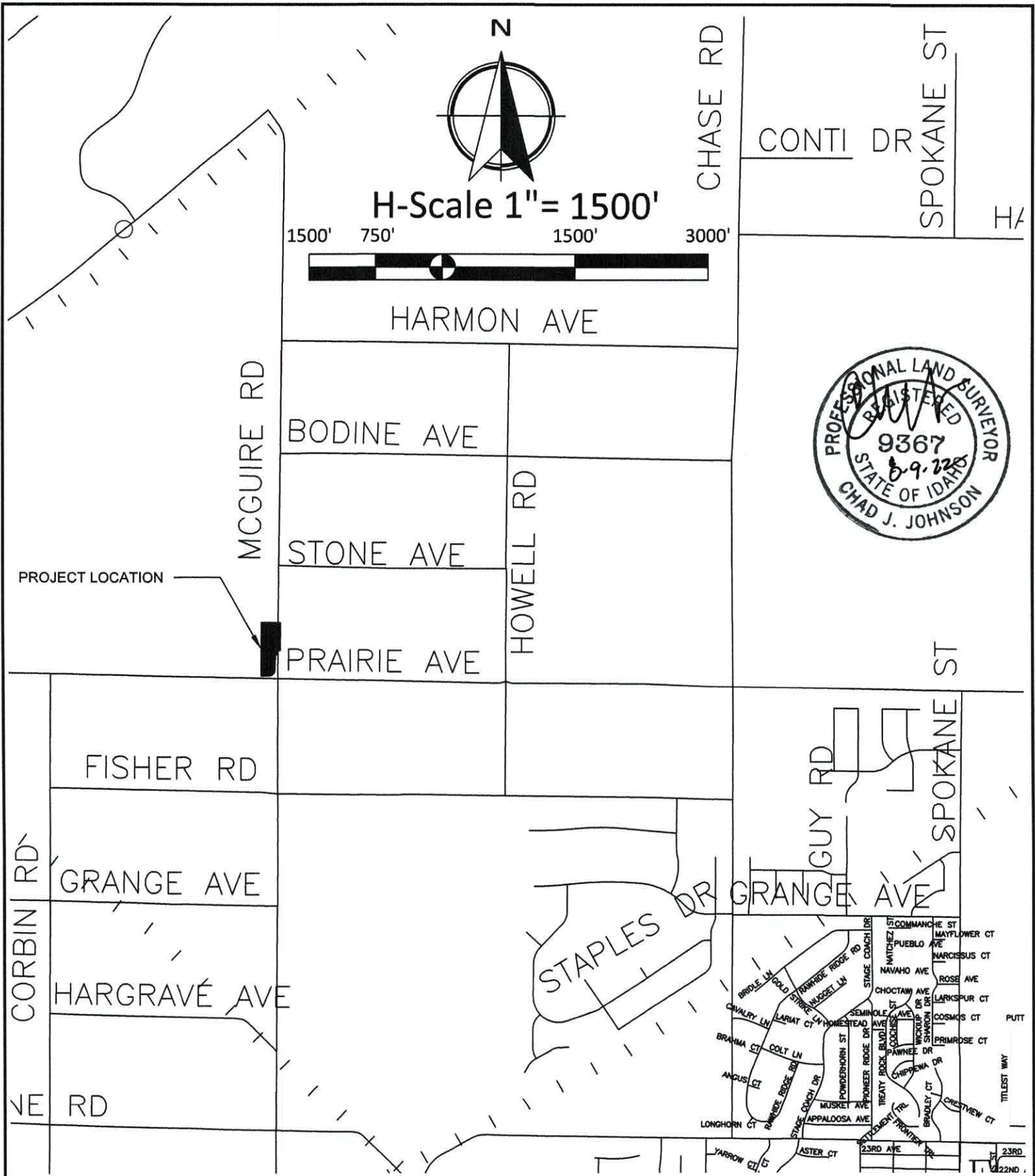
CHECKED BY: CJJ

PROJECT No.: 22-125

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1

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com



VICINITY MAP EXHIBIT

SECTION 20, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

DATE SURVEYED: N/A

DRAFTED BY: ERH

PLOT DATE: 05/31/2022

SHEET

FILE NAME: 22-125

CHECKED BY: CJJ

PROJECT No.: 22-125

1

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 11/7/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Zoning Information Handout Presentation

ITEM AND RECOMMENDED ACTION:

Presentation on the Land Use Chart and Zoning Code Handouts

DISCUSSION:

These handouts are intended to increase the level of service which the Planning Division can provide to the community.

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

Post Falls Zoning Handouts

Anna Staal – Planner I
11/07/2023

POST FALLS ZONING/USE CHART					
LAND USE TYPE	RIS	R1	R2	R3	RM
Single-Family 	1-acre Min. Lot	6,500 sq.ft. Min. Lot	4,000 sq.ft. Min. Lot	Not Permitted	Development Agreement
Tiny Home 	1-acre Min. Lot	6,500 sq.ft. Min. Lot	4,000 sq.ft. Min. Lot	Not Permitted	Development Agreement
Cottage Home 					

Land Use Chart – At a glance what can be developed in Post Falls

R-1	Permitted Uses [below are commonly requested uses – see table 1]	
See section 18.16.010 for complete guidelines		
Single-Family Residential	Principal Uses	Accessory Uses
The R1 Zone is intended for one single-family home on one lot of minimum size or larger and to permit other accessory uses that are associated and compatible with residential use.	Single-family home	- Accessory dwelling unit - Accessory residential support use (i.e., garage, shed, pool, greenhouse) - Single-family incidental to a religious use - Home occupation - Congregate living, group homes - Child daycare, home (up to 5 children) - Commercial crop production
Lot area and building bulk and placement requirements shall agree with the values set forth in section 18.20.040 , "Official Bulk And Placement Regulations Table", of this title.		

Zoning Code Sheets – At a glance what can be developed in specific zones within Post Falls

Max Height and Min Setbacks (ft.)						
Height	Front	Rear	Interior Side	Street Side	Min Lot Width (ft.)	Ma
35	15	10	5	15	60	

Intent:

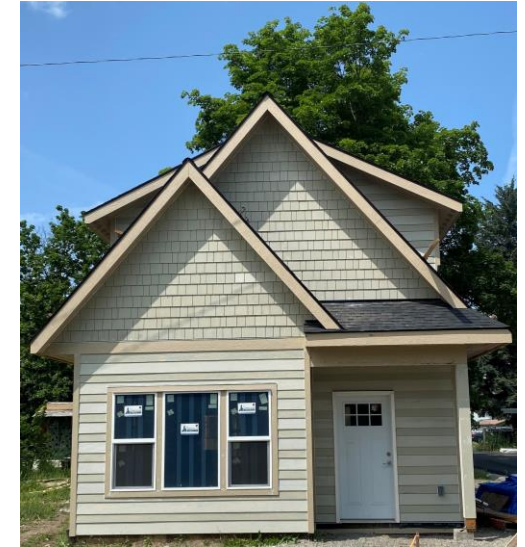
Land Use Type – Cottage Home



Greenwood Avenue Cottages in Shoreline, WA: eight small homes on four standard lots. (Photo: [Ross Chapin Architects](#))

Included information:

- Lot area requirements
- Development Agreement requirements
- Special Use Permit requirements



Cottage Home in Post Falls, ID.
(Photo: Anna Staal)

R1S	R1	R2	R3	RM	CCM	CCS	LC	TM	I
Not Permitted	With a Special Use Permit	2,400 Min. Sq.ft. Lot Size	2,400 Min. Sq.ft. Lot Size	Permitted	With a Dev Agreement	With a Special Use Permit	With a Special Use Permit	Not Permitted	Not Permitted

Land Use Chart Example:

Land Use Type – Sit Down Restaurant



The Saw Mill Grill in Post Falls, ID. (Photo: Anna Staal)

Included information:

- Lot area requirements
- Development Agreement requirements
- Special Use Permit requirements

R1S	R1	R2	R3	RM	CCM	CCS	LC	TM	I
Not Permitted	Not Permitted	Not Permitted	Not Permitted	With a Dev Agreement	With a Dev Agreement	Permitted	Permitted	With a Dev Agreement	Permitted

Land Use Chart Example:

RM	Permitted Uses	
	[below are commonly requested uses – see table 18.20.030 for complete list]	
See section 18.16.010 for complete guidelines	Principal Uses	Special Use Permit
Residential Mixed The Residential Mixed (RM) zone is intended to accommodate a mixed residential community with a variety of housing types at varying densities within the development area. Small scale neighborhood commercial/office uses may be suitable within the RM zone. This zone should be applied in areas designated for a residential land use pattern within the Comprehensive Plan's Future Land Use Map. Approval of the Residential Mixed (RM) zone requires a development agreement regulating the development site as provided in section 18.20.190 of this title. Multi-family residential uses <u>cannot exceed twenty percent (20%)</u> of the total development site. Neighborhood commercial/office uses <u>cannot exceed 10 percent (10%)</u> of the total development site.	Residential uses - Single-family, townhome, multi-family, Accommodations and group living - Residential care facilities General sales or services - Retail, small neighborhood grocery Professional, scientific, and technical services - Restaurant Arts, entertainment, tourism, and recreation - Performing arts center Health and human services - Community food bank	Accommodations and group living - Bed and breakfast inn Professional, scientific, and technical services - General office buildings (1-4 stories) Warehouse and storage uses - Mini-storage warehouse/self storage Arts, entertainment, tourism, and recreation - Wedding event and reception Education uses - Primary education facilities Public safety - Fire and rescue

Minimum site		Max Height (ft.)	Max Lot Coverage (%)	Min Lot Area/d.u. (sq.ft.)
4 acres	Duplexes, twin-homes, and single-family	35	N/A	N/A
	All other structures	45	N/A	N/A

Minimum Setbacks (ft.)		
Front	Setback to front of structure	15
	Setback to front of garage/shop	20
Rear	Non-residential lot bordering residential zone edge/lot line	15
	Non-residential lot bordering non-residential zone edge	0
	Residential lot (excluding multi-family) bordering non-residential zone edge	15
	All other residential setback to rear of structure	10
Interior Side	Non-residential lot bordering residential zone edge/lot line	15
	Non-residential lot bordering non-residential zone edge	0
	Residential lot bordering non-residential zone edge	15
	All other residential (excluding multi-family) setback to the side of structure	5
	All other multi-family setback to the side of structure	10
Street Side	Setback to side of structure	15

Cottage Homes Permitted – See section [18.24.032](#)

Setback and Site Requirements

- Greater detail than Bulk and Placement Handout

Zoning Code Sheet Example:

Questions

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 11/7/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: 2022 Impact Fee Report

ITEM AND RECOMMENDED ACTION:

Present the 2022 Impact Fee report

DISCUSSION:

It is a state requirement to present an Annual Impact Fee Report. The intent of this report is to relay the current status regarding Impact Fee balances and expenditures.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

This item was reviewed by the Development Impact Fee Committee. No Action is needed.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. CC Memo Impact Fee Report 2022 Consolidated

MEMORANDUM

DATE: October 18, 2023

TO: City Council

FROM: Jon Manley, Planning Manager

SUBJECT: Development Impact Fee Report 2022

The Finance Director has prepared the Development Impact Fee Report 2022 as part of the Annual Audit for Fiscal Year 2022 (FY22). A development impact fee report is an annual requirement for every governmental entity that collects impact fees (Title 67 Chapter 82 of the Idaho Statutes; Post Falls City Code, Title 19, Subsection 19.04.080.G). Exhibit S-1 details the history of impact fee collections and expenditures.

The data in the Development Impact Fee Report 2022 reflects beginning balances, impact fees collected, other revenues, expenditures, interest, fund totals, and the roads, parks and public safety projects that received impact fees during FY22 (10/01/21 to 09/30/22). In FY22, approximately \$4,905,300 were collected in impact fees and \$8,028,926 of impact fees were spent on roads, parks and public safety projects to assist with mitigating growth in the community as shown below.

- **Roads:** The following projects expended funding from the roads impact fee account: HWY41 Widening, Spokane and Prairie project, traffic control at Poleline and Cecil, Traffic Safety at Mullan and Cecil, Prairie/Idaho Roundabout, Poleline/Spokane Roundabout. The total money spent on roads for fiscal year 2022 was \$6,640,222.82.
- **Parks:** Impact fee money for the Parks Department was spent on many projects. Some of the more substantial expenditures include Sportsfields, Phase 1 of the Sports Complex, and Black Bay Park. The total sum of moneys spent by the Parks Department totals \$1,352,400.57.
- **Public Safety:** The Police Department expenditure of impact fees for FY22:
Impact Fee Study \$1,842.00
Transfer Fund 008 \$34,460.70
Total Public Safety Projects \$36,302.70

The report was presented to the Development Impact Fee Committee, which is currently the Planning and Zoning Commission on September 12, 2023

Attachments:

Exhibit S-1: Impact Fee History
Exhibit S-2: FY2022 Impact Fee Summary
Exhibit S-3: 2022 Development Impact Fee Assessment

Impact Fee History

FY99	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 60,462.29	\$ 190,935.24			\$ 8,945.51	\$ 260,343.04
Parks	\$ 92,586.13	\$ 211,988.00		\$ (19,354.47)	\$ 9,025.08	\$ 294,244.74
Public Safety	\$ 17,616.24	\$ 55,284.46			\$ 2,590.13	\$ 75,490.83
	\$ 170,664.66	\$ 458,207.70	\$ -	\$ (19,354.47)	\$ 20,560.72	\$ 630,078.61
FY00	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 260,343.04	\$ 183,680.69		\$ (29,659.64)	\$ 19,860.32	\$ 434,224.41
Parks	\$ 294,244.74	\$ 160,127.00		\$ (234,284.91)	\$ 10,548.69	\$ 230,635.52
Public Safety	\$ 75,490.83	\$ 64,265.60			\$ 6,698.48	\$ 146,454.91
	\$ 630,078.61	\$ 408,073.29	\$ -	\$ (263,944.55)	\$ 37,107.49	\$ 811,314.84
FY01	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 434,224.41	\$ 137,223.61		\$ (26,864.29)	\$ 19,725.91	\$ 564,309.64
Parks	\$ 230,635.52	\$ 150,800.00		\$ (36,266.59)	\$ 12,565.50	\$ 357,734.43
Public Safety	\$ 146,454.91	\$ 103,431.95		\$ (153,000.00)	\$ 4,523.90	\$ 101,410.76
	\$ 811,314.84	\$ 391,455.56	\$ -	\$ (216,130.88)	\$ 36,815.31	\$ 1,023,454.83
FY02	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 564,309.64	\$ 230,429.01		\$ (355,995.89)	\$ 19,176.46	\$ 457,919.22
Parks	\$ 357,734.43	\$ 170,518.82		\$ (169,550.16)	\$ 12,152.26	\$ 370,855.35
Public Safety	\$ 101,410.76	\$ 56,304.46		\$ -	\$ 4,536.36	\$ 162,251.58
	\$ 1,023,454.83	\$ 457,252.29	\$ -	\$ (525,546.05)	\$ 35,865.08	\$ 991,026.15
FY03	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 457,919.22	\$ 258,082.36		\$ (5,939.92)	\$ 12,575.59	\$ 722,637.25
Parks	\$ 370,855.35	\$ 272,247.99		\$ (231,758.96)	\$ 10,288.27	\$ 421,632.65
Public Safety	\$ 162,251.58	\$ 77,336.06		\$ (237,890.00)	\$ 3,901.58	\$ 5,599.22
	\$ 991,026.15	\$ 607,666.41	\$ -	\$ (475,588.88)	\$ 26,765.44	\$ 1,149,869.12

Impact Fee History

FY04	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 722,637.25	\$ 346,274.59	\$ 31,443.50	\$ -	\$ 12,352.14	\$ 1,112,707.48
Parks	\$ 421,632.65	\$ 365,540.00		\$ (237,980.18)	\$ 6,199.51	\$ 555,391.98
Public Safety	\$ 5,599.22	\$ 95,477.58		\$ (50,000.04)	\$ 278.81	\$ 51,355.57
	\$ 1,149,869.12	\$ 807,292.17	\$ 31,443.50	\$ (287,980.22)	\$ 18,830.46	\$ 1,719,455.03

FY05	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 1,112,707.48	\$ 314,742.11		\$ -	\$ 24,640.21	\$ 1,452,089.80
Parks	\$ 555,391.98	\$ 390,884.24		\$ (531,811.70)	\$ 10,227.73	\$ 424,692.25
Public Safety	\$ 51,355.57	\$ 93,616.38		\$ (69,999.96)	\$ 1,192.06	\$ 76,164.05
	\$ 1,719,455.03	\$ 799,242.73	\$ -	\$ (601,811.66)	\$ 36,060.00	\$ 1,952,946.10

FY06	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 1,452,089.80	\$ 635,061.81		\$ (50,106.00)	\$ 58,547.74	\$ 2,095,593.35
Parks	\$ 424,692.25	\$ 759,173.12	\$ 251,110.10	\$ (328,086.88)	\$ 25,583.09	\$ 1,132,471.68
Public Safety	\$ 76,164.05	\$ 103,046.11		\$ (69,999.96)	\$ 3,108.91	\$ 112,319.11
	\$ 1,952,946.10	\$ 1,497,281.04	\$ 251,110.10	\$ (448,192.84)	\$ 87,239.74	\$ 3,340,384.14

*Includes a grant of \$251,110.10 in the Other Revenue Column

FY07	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 2,095,593.35	\$ 922,764.16		\$ (16,600.00)	\$ 109,116.11	\$ 3,110,873.62
Parks	\$ 1,132,471.68	\$ 654,949.88		\$ (265,729.58)	\$ 56,553.35	\$ 1,578,245.33
Public Safety	\$ 112,319.11	\$ 127,993.55		\$ (75,000.00)	\$ 5,611.47	\$ 170,924.13
	\$ 3,340,384.14	\$ 1,705,707.59	\$ -	\$ (357,329.58)	\$ 171,280.93	\$ 4,860,043.08

FY08	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,110,873.62	\$ 781,140.38	\$ 10,387.79	\$ (771,027.36)	\$ 99,777.36	\$ 3,231,151.79
Parks	\$ 1,578,245.33	\$ 344,345.00		\$ (690,790.04)	\$ 41,760.58	\$ 1,273,560.87
Public Safety	\$ 170,924.13	\$ 132,285.45		\$ (82,960.64)	\$ 6,528.72	\$ 226,777.66
	\$ 4,860,043.08	\$ 1,257,770.83	\$ 10,387.79	\$ (1,544,778.04)	\$ 148,066.66	\$ 4,731,490.32

Impact Fee History

FY09	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,231,151.79	\$ 351,255.78	\$ 54,936.45	\$ (379,106.18)	\$ 45,664.08	\$ 3,303,901.92
Parks	\$ 1,273,560.87	\$ 530,664.00		\$ (675,507.83)	\$ 13,466.19	\$ 1,142,183.23
Public Safety	\$ 226,777.66	\$ 112,846.16		\$ (110,276.20)	\$ 1,741.71	\$ 231,089.33
	<u>\$ 4,731,490.32</u>	<u>\$ 994,765.94</u>	<u>\$ 54,936.45</u>	<u>\$ (1,164,890.21)</u>	<u>\$ 60,871.98</u>	<u>\$ 4,677,174.48</u>
FY10	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,303,901.92	\$ 622,757.01	\$ 42,991.39	\$ (964,233.58)	\$ 154,895.93	\$ 3,160,312.67
Parks	\$ 1,142,183.23	\$ 341,904.00		\$ (35,375.39)	\$ 44,206.39	\$ 1,492,918.23
Public Safety	\$ 231,089.33	\$ 107,472.61		\$ (109,460.76)	\$ 321.48	\$ 229,422.66
	<u>\$ 4,677,174.48</u>	<u>\$ 1,072,133.62</u>	<u>\$ 42,991.39</u>	<u>\$ (1,109,069.73)</u>	<u>\$ 199,423.80</u>	<u>\$ 4,882,653.56</u>
FY11	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,160,312.67	\$ 309,221.90	\$ 250,000.00	\$ (375,852.29)	\$ 29,371.26	\$ 3,373,053.54
Parks	\$ 1,492,918.23	\$ 253,051.60		\$ (121,275.18)	\$ 9,846.43	\$ 1,634,541.08
Public Safety	\$ 229,422.66	\$ 52,530.61		\$ (108,285.31)	\$ 445.83	\$ 174,113.79
	<u>\$ 4,882,653.56</u>	<u>\$ 614,804.11</u>	<u>\$ 250,000.00</u>	<u>\$ (605,412.78)</u>	<u>\$ 39,663.52</u>	<u>\$ 5,181,708.41</u>
FY12	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,373,053.54	\$ 232,783.02	\$ 262,656.44	\$ (605,519.70)	\$ 38,004.41	\$ 3,300,977.71
Parks	\$ 1,634,541.08	\$ 287,570.07	\$ 35,700.00	\$ (153,835.18)	\$ 11,705.99	\$ 1,815,681.96
Public Safety	\$ 174,113.79	\$ 75,168.98		\$ (109,460.76)	\$ 206.70	\$ 140,028.71
	<u>\$ 5,181,708.41</u>	<u>\$ 595,522.07</u>	<u>\$ 298,356.44</u>	<u>\$ (868,815.64)</u>	<u>\$ 49,917.10</u>	<u>\$ 5,256,688.38</u>
FY13	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,300,977.71	\$ 266,414.73	\$ 246,234.53	\$ (1,338,179.80)	\$ 31,007.85	\$ 2,506,455.02
Parks	\$ 1,815,681.96	\$ 348,727.21		\$ (193,575.70)	\$ 9,499.10	\$ 1,980,332.57
Public Safety	\$ 140,028.71	\$ 100,131.27		\$ (98,300.04)	\$ 113.49	\$ 141,973.43
	<u>\$ 5,256,688.38</u>	<u>\$ 715,273.21</u>	<u>\$ 246,234.53</u>	<u>\$ (1,630,055.54)</u>	<u>\$ 40,620.44</u>	<u>\$ 4,628,761.02</u>

Impact Fee History

FY14	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 2,506,455.02	\$ 166,090.35	\$ 191,632.03	\$ (318,441.95)	\$ 23,096.02	\$ 2,568,831.47
Parks	\$ 1,980,332.57	\$ 201,490.50	\$ 176.00	\$ (22,963.81)	\$ 8,562.63	\$ 2,167,597.89
Public Safety	\$ 141,973.43	\$ 63,660.65		\$ (34,460.76)	\$ 73.38	\$ 171,246.70
	<u>\$ 4,628,761.02</u>	<u>\$ 431,241.50</u>	<u>\$ 191,808.03</u>	<u>\$ (375,866.52)</u>	<u>\$ 31,732.03</u>	<u>\$ 4,907,676.06</u>
FY15	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 2,568,831.47	\$ 437,629.80	\$ 84,279.49	\$ (895,234.16)	\$ 45,130.34	\$ 2,240,636.94
Parks	\$ 2,167,597.89	\$ 458,715.50	\$ -	\$ (5,108.55)	\$ 15,892.15	\$ 2,637,096.99
Public Safety	\$ 171,246.70	\$ 168,052.74	\$ -	\$ (36,380.70)	\$ 127.11	\$ 303,045.85
	<u>\$ 4,907,676.06</u>	<u>\$ 1,064,398.04</u>	<u>\$ 84,279.49</u>	<u>\$ (936,723.47)</u>	<u>\$ 61,149.60</u>	<u>\$ 5,180,779.78</u>
FY16	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 2,240,636.94	\$ 826,769.21	\$ 1,314,740.05	\$ (1,002,531.97)	\$ 32,196.46	\$ 3,411,810.69
Parks	\$ 2,637,096.99	\$ 1,030,175.88	\$ -	\$ (38,008.62)	\$ 13,074.64	\$ 3,642,338.89
Public Safety	\$ 303,045.85	\$ 331,626.34	\$ -	\$ (271,266.77)	\$ 441.69	\$ 363,847.11
	<u>\$ 5,180,779.78</u>	<u>\$ 2,188,571.43</u>	<u>\$ 1,314,740.05</u>	<u>\$ (1,311,807.36)</u>	<u>\$ 45,712.79</u>	<u>\$ 7,417,996.69</u>
FY17	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,411,810.69	\$ 632,563.81	\$ (4,964.49)	\$ (372,452.41)	\$ 2,856.23	\$ 3,669,813.83
Parks	\$ 3,642,338.89	\$ 933,733.64	\$ (15,842.83)	\$ (1,008,408.39)	\$ 22,479.99	\$ 3,574,301.30
Public Safety	\$ 363,847.11	\$ 246,547.42	\$ -	\$ (216,799.27)	\$ 687.98	\$ 394,283.24
	<u>\$ 7,417,996.69</u>	<u>\$ 1,812,844.87</u>	<u>\$ (20,807.32)</u>	<u>\$ (1,597,660.07)</u>	<u>\$ 26,024.20</u>	<u>\$ 7,638,398.37</u>
FY18	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,669,813.83	\$ 738,555.80	\$ (95,087.99)	\$ (416,319.51)	\$ 64,106.66	\$ 3,961,068.79
Parks	\$ 3,574,301.30	\$ 929,645.05	\$ (32,856.23)	\$ (2,110,323.84)	\$ 35,901.66	\$ 2,396,667.94
Public Safety	\$ 394,283.24	\$ 287,715.97	\$ 1,304.41	\$ (66,236.49)	\$ 4,914.98	\$ 621,982.11
	<u>\$ 7,638,398.37</u>	<u>\$ 1,955,916.82</u>	<u>\$ (126,639.81)</u>	<u>\$ (2,592,879.84)</u>	<u>\$ 104,923.30</u>	<u>\$ 6,979,718.84</u>

Impact Fee History

FY19	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,961,068.79	\$ 1,167,542.90	\$ 159,078.65	\$ (49,781.15)	\$ 106,558.29	\$ 5,344,467.48
Parks	\$ 2,396,667.94	\$ 1,679,134.21	\$ 256,938.19	\$ (1,789,838.11)	\$ 62,481.17	\$ 2,605,383.40
Public Safety	\$ 621,982.11	\$ 449,719.24	\$ (1,304.41)	\$ (184,145.22)	\$ 15,282.60	\$ 901,534.32
	\$ 6,979,718.84	\$ 3,296,396.35	\$ 414,712.43	\$ (2,023,764.48)	\$ 184,322.06	\$ 8,851,385.20
FY20	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 5,344,467.48	\$ 1,308,239.53	\$ 10,901.89	\$ (98,806.50)	\$ 148,138.17	\$ 6,712,940.57
Parks	\$ 2,605,383.40	\$ 1,890,377.12	\$ 3,649.86	\$ (1,218,580.27)	\$ 65,077.75	\$ 3,345,907.86
Public Safety	\$ 901,534.32	\$ 507,537.88	\$ -	\$ (66,316.75)	\$ 15,845.31	\$ 1,358,600.76
	\$ 8,851,385.20	\$ 3,706,154.53	\$ 14,551.75	\$ (1,383,703.52)	\$ 229,061.23	\$ 11,417,449.19
FY21	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 6,712,940.57	\$ 1,209,418.88	\$ 1,072,065.69	\$ (813,172.13)	\$ 57,873.25	\$ 8,239,126.26
Parks	\$ 3,345,907.86	\$ 1,379,967.15	\$ (40,745.91)	\$ (1,002,435.33)	\$ 23,545.53	\$ 3,706,239.30
Public Safety	\$ 1,358,600.76	\$ 455,977.70	\$ 3,990.57	\$ (36,112.37)	\$ 4,057.94	\$ 1,786,514.60
	\$ 11,417,449.19	\$ 3,045,363.73	\$ 1,035,310.35	\$ (1,851,719.83)	\$ 85,476.72	\$ 13,731,880.16
FY22	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 8,239,126.26	\$ 2,283,080.08	\$ 2,328,405.00	\$ (6,640,222.82)	\$ (17,880.06)	\$ 6,192,508.46
Parks	\$ 3,706,239.30	\$ 2,172,755.32	\$ -	\$ (1,352,400.57)	\$ (1,284.57)	\$ 4,525,309.48
Public Safety	\$ 1,786,514.60	\$ 449,464.22	\$ -	\$ (36,302.70)	\$ 4,833.20	\$ 2,204,509.32
	\$ 13,731,880.16	\$ 4,905,299.62	\$ 2,328,405.00	\$ (8,028,926.09)	\$ (14,331.43)	\$ 12,922,327.26
FY23 YTD 2/24/23	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 6,192,508.46	\$ 419,519.72	\$ 31,955.33	\$ (1,153,304.90)	\$ 811,393.25	\$ 6,302,071.86
Parks	\$ 4,525,309.48	\$ 460,542.48	\$ -	\$ (801,961.71)	\$ 290,948.10	\$ 4,474,838.35
Public Safety	\$ 2,204,509.32	\$ 78,048.88	\$ -	\$ (35,946.00)	\$ 15,931.37	\$ 2,262,543.57
	\$ 12,922,327.26	\$ 958,111.08	\$ 31,955.33	\$ (1,991,212.61)	\$ 1,118,272.72	\$ 13,039,453.78

Impact Fee Summary.xlsx

	FY2022					
FY2022	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 8,239,126.26	\$ 2,283,080.08	\$ 2,328,405.00	\$ (6,640,222.82)	\$ (17,880.06)	\$ 6,192,508.46
Parks	\$ 3,706,239.30	\$ 2,172,755.32	\$ -	\$ (1,352,400.57)	\$ (1,284.57)	\$ 4,525,309.48
Public Safety	\$ 1,786,514.60	\$ 449,464.22	\$ -	\$ (36,302.70)	\$ 4,833.20	\$ 2,204,509.32
	\$ 13,731,880.16	\$ 4,905,299.62	\$ 2,328,405.00	\$ (8,028,926.09)	\$ (14,331.43)	\$ 12,922,327.26

FY2022 Summary						
	Impact Fees	Other Revenues	Interest	Expenditures	Total	
Roads	\$ 14,613,119.05	\$ 5,959,700.42	\$ 1,145,736.24	\$ (15,526,047.25)	\$ 6,192,508.46	
Parks	\$ 16,011,071.43	\$ 458,129.18	\$ 529,359.11	\$ (12,473,250.24)	\$ 4,525,309.48	
Public Safety	\$ 4,335,109.63	\$ 3,990.57	\$ 88,063.82	\$ (2,222,654.70)	\$ 2,204,509.32	
	\$ 34,959,300.11	\$ 6,421,820.17	\$ 1,763,159.17	\$ (30,221,952.19)	\$ 12,922,327.26	

Budget Impact Fee Recon
FY2022

Roads	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Fund37	\$ 8,239,126.26	\$ 2,283,080.08	\$ 2,328,405.00	\$ (6,640,222.82)	\$ (17,880.06)	\$ 6,192,508.46

(includes Multi-modal)

Impact Fee Study	\$ 3,948.00
Highway 41 Widening	2,053,499.83
Spokane and Prairie	738,049.51
Poleline and Cecil: Traffic control	2,485,772.60
Mullan and Cecil: Traffic Safety	239,844.92
Prairie/ Idaho Roundabout	35,602.00
Poleline/Spokane Roundabout	1,083,505.96
Total Street Projects	\$ 6,640,222.82

Parks	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Fund38	\$ 3,706,239.30	\$ 2,172,755.32	\$ -	\$ (1,352,400.57)	\$ (1,284.57)	\$ 4,525,309.48

Sportsfields	153,226.21
Impact Fee Study	1,842.00
Sports Complex (Phase 1)	1,139,337.48
Black Bay	56,340.50
Highway 41 Widening	1,654.38
Total Parks Projects	\$ 1,352,400.57

Public Safety	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Fund35	\$ 1,786,514.60	\$ 449,464.22	\$ -	\$ (36,302.70)	\$ 4,833.20	\$ 2,204,509.32

Impact Fee Study	1,842.00
Transfer to Fund 008	34,460.70
Total Pulic Safety Pojects	\$ 36,302.70