CITY OF POST FALLS

CITY COUNCIL MEETING AGENDA

December 5, 2023 6:00 PM

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

WORKSHOP – 5:00 pm Basement Conference Room

a. Strategic Plan

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

a. Minutes – November 21, 2023, City Council Meeting

b. Payables November 14, 2023 - November 27, 2023

c. DeAtley Annexation Agreement File No. ANNX-23-1

d. Fiscal Year 2023 Road Report

e. Bogie Annexation Agreement ANNX-23-2

f. Fixed Asset Disposal Zebra ID Badge Printer Asset 4652

g. Fleet Division Request to Surplus Vehicles & Equipment

h. Acceptance of the Canvassed Election Results

i. Millsap Landing Annexation Agreement File No. ANNX-22-16

j. Acceptance of Sewer Easement - Farwest Steel

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. Black Bay Phase 1 Construction Agreement

4. NEW BUSINESS

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

ACTION ITEMS:

a. 2023 Proposed Update to Post Falls Code Chapter 13.20 Wastewater Discharge Restrictions

b. Solids Hopper Rehabilitation - Knife Gate Valve Purchase

c. Solids Hopper Rehabilitation - Construction Management Services

d. Police Department Pay Grade Kinds and Levels Adjustments

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. Annual Comprehensive Financial Report and GASB

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:

RETURN TO REGULAR SESSION

ADJOURNMENT

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

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

Mission

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

Vision

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

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

CITY OF POST FALLS

CITY COUNCIL MEETING MINUTES

November 21, 2023 6:00 PM

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

WORKSHOP – 5:00 pm Basement Conference Room

a. I-90 Widening Project - Idaho Department of Transportation

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

The Idaho Department of Transportation presented the two design options for the I-90 Widening Project. Results from public input, including stakeholder meetings and the ITD public survey were reviewed. The differences in the two designs, including impacts to the City of Post Falls streets, were discussed.

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

- City Hall and City Business Offices will be closed Thursday November 23rd and Friday November 24th in observance of Thanksgiving.
- Winterfest is Friday December 1st from 4pm-8pm at City Hall.
- Congratulations to Len Crosby for being awarded the 2023 Spirit of Freedom Idaho Veterans Service Award.

AMENDMENTS TO THE AGENDA

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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 – November 7, 2023, City Council Meeting

b. Payables October 31, 2023 - November 13, 2023

c. September 2023 Cash and Investments

d. Bobcat Toolcat Replacement

e. Audit Engagement Letter

f. Street Division Request to Surplus Vehicles

g. Fleet Division Request to Surplus Vehicles

h. Retail Village I, II and III Construction Improvement Agreements (Updated)

i. Street Division Request to Surplus Equipment

j. Prairie Trail Improvement Agreement with the Jacklin Land Company

k. Street Division Request to Surplus Equipment and Vehicles

l. Purchase of Compact Wheel Loader for the Parks Division

m. Commercial Tracts at Prairie Crossing Subdivision Plat Application

Motion by Borders to accept the Consent Calendar as presented.
Second by Malloy.
Ayes: Thoreson, Malloy, Ziegler, Borders, Shove
Motion Carried

2. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided

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

ACTION ITEMS:

a. DeAtley Annexation File No. ANNX-23-1

Public Hearing Opened at 6:04pm

Ethan Porter, Associate Planner Presenting: This is the application of Devin Meacham, on behalf of Matt DeAtley with Eucon Corporation, to annex 5 acres into the city with Community Commercial Services (CCS) requested zoning which was recommended for approval by the Planning and Zoning Commission on October 10th. The property is located on the NE corner of W Seltice Way and N Pleasant View Road. Currently, the lot is vacant land, with surrounding land uses of vacant industrial land and railroad right of way to the north, vacant undeveloped industrial and commercial subdivision lots to the east, to the south is Seltice Way with commercial zoning across that road, and to the west is Pleasant View Road right of way and vacant commercial land. In the Comprehensive Plan, the future land use designation is commercial. It is in the West Prairie Focus Area. Alignment with review criteria was presented.

Malloy: With the limitation on egress from Pleasant View, is that going to be one driveway for that 5-acre plot?
Rob Palus, Assistant City Engineer: There's anticipation of two access points onto Pleasant View Way. The southern one would be restricted to right in, right out. The northern would be full access movement.
Malloy: With the future school site and all that, are there already utilities, water and sewer, running up Pleasant View at that point or will this help start getting that up to that area?
Palus: It will need to be extended to the north from Seltice Way.
Malloy: Does adding this at this time help that effort or hinder it?
Palus: The stuff they would be putting in would not be a significant hindrance for the Urban Renewal Area. We do know of one significant force main that will go into the easement area that is on their property.

Applicant Devin Meacham with Black Commercial Inc: The staff have been very helpful in this process. Any questions you have for me I would be happy to answer.

Testimony
In Favor: None
Neutral: None
Opposed: None

Public Hearing Closed at 6:18pm

Review Criteria Discussed

- Is the annexation of the property in the best interest of the City?

All Council: Yes

- Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Malloy: That area has long been where the focus for the commercial and industrial has been. This is a continuation of that and the focus area. It also fits nicely with the Urban Renewal Area there.

- Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Thoreson: Yes
Borders: Yes
Malloy: Yes, the important factors are that as that area develops rapidly, pedestrian corridors are going to be important to keep people safe as we move north, culminating in a school.

- Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Thoreson: Not that anyone communicated.
Ziegler: I would say no
Malloy: It's not adding population, so its not adding any strain to School Districts. Its a small plot and doesn't pose any major fire danger.
Ziegler: It improves connectivity and safety.

Motion by Malloy to Approve the DeAtley Annexation File No. ANNX-23-1 and that it be assigned the CCS zoning designation.
Second by Borders.
Ayes: Thoreson, Malloy, Ziegler, Borders, Shove
Motion Carried

b. Bogie Annexation File No. ANNX-23-2

Public Hearing Opened at 6:22pm

Jon Manley, Planning Manager Presenting: The owner is Northern Lights LLC. The applicant is Drew Dittman of Lake City Engineering. They are requesting to annex 5 acres into the City with a zoning designation of Single-Family Residential (R-1). The Planning and Zoning Commission recommended approval of the zoning at their September 12th meeting. The location is on the

north side of E. Bogie Drive between N. Greensferry and N. Cecil Road. Currently, it is a large-lot single family residence. The surrounding area to the north is Corbin Meadows subdivision, to the east Kootenai County single family residences, to the south is Millsap Landings subdivision, and to the west is Boyd's Subdivision. Future Land Use Designation of the area is low density residential. It is in the 41 North Focus Area. Review criteria alignment was presented.

Applicant Drew Dittman with Lake City Engineering: I'm here representing Northern Lights Development. It is a county infill island. This is the same developer that is currently developing the property to the west, so it would be a continuation of Boyds Landing. This fits with single-family zoning surrounding the property entirely.

Testimony
In Favor: None
Neutral: None
Opposed:
Samantha Steigleder (Post Falls): I'm in opposition to the annexation. On the city's website it says there are 15 already approved subdivisions that haven't been plotted. It seems unnecessary. There's already a number of undeveloped plots around this one, so its unnecessary that we annex more in when we haven't finished developing what we have already annexed.

Rebuttal
Dittman: It meshes with the surrounding subdivisions. The developer that's developing Boyds Landing to the west didn't own this property at the time they started developing the other areas, which is why it's a two-piece annexation, if you will. There's obviously more demand for housing in this area.

Public Hearing Closed at 6:35pm

Review Criteria Discussed

- Is the annexation of the property in the best interest of the City?

All Council except Shove: Yes
Shove: Bogie Drive looks pretty narrow there. Will it be developed to add more access?
Manley: This adds to the current portion that is not developed, but to the east there are two parcels that will have a county road section until such time that those are improved.
Shove: What is the access through there like right now?
Manley: The access is two-way traffic, and then a gravel section that's narrow.
Shove: Ok, then it makes sense to me.
Field Herrington, City Attorney: With the questions outside of the hearing, we should probably re-open the record for the new information.

Public Hearing Re-Opened to add information at 6:37pm

Manley: The areas that are in the county, have a county road section which is a gravel road section. Those areas developing have city standard roadways.

Public Hearing Closed at 6:37pm

Review Criteria Discussed

- Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Ziegler: Yes, adding the connectivity for safety and its consistent with the surrounding areas.

- Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Malloy: Yes, the biggest value of this one is the vehicular and pedestrian connectivity. Bogie drive is going to receive full improvements over the section where this is located. There's another street that deadends and that will eventually go through to service all these residents.
Jacobson: It is an infill of county pocket, which is important in that those pockets make providing services more difficult in terms things like law enforcement. Policy 9; it is compatible with the neighboring development.

- Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Ziegler: None that were noted.

Motion by Malloy to Approve the Bogie Annexation File No. ANNX-23-2 that it be assigned the R-1 zoning designation.
Second by Borders.
Ayes: Thoreson, Malloy, Ziegler, Borders, Shove
Motion Carried

c. Copper Basin Prairie Annexation File No. ANNX-23-3

Public Hearing Opened at 6:41pm

Jon Manley, Planning Manager presenting: The owner of this is Copper Basin Construction Inc with Drew Dittman of Lake City Engineering representing this one as well. This is to annex approximately 20 acres into the City with a mix of High-Density Multi-Family (R-3) and Community Commercial Services (CCS). On October 10th, the Planning and Zoning Commission met and recommended zoning as requested. The R-3 would be on the northern side of the property, CCS would be on the southern side. The property is about 1/3 of a mile east of the intersection of N. Greensferry Road and W. Prairie Avenue and about 2/3 of a mile from Highway 41. Upon completion of this project, there would be a Prairie Avenue trail completion to get the pedestrian connectivity. Current land use is vacant and undeveloped. Surrounding land uses to the north and east are undeveloped lands in the City, a technology mixed zone property which was brought in through the Beyond Green annexation. They are bound by the annexation agreement uses. They are planning a predominantly high-density development and commercial

along Prairie Avenue.

Malloy: Is this the same owner and/or developer of the surrounding property in the Tech Zone?
Manley: It is my understanding that yes to the north and northeast, but the applicant can speak to that.
Malloy: Directly to the east is not though?
Jacobson: They don't own the tech park, correct?
Manley: East of Cecil Road is a different developer.
Malloy: I'm concerned about the parcel between Cecil Road and this parcel.

A five-minute recess was called due to technical issues.

Manley: Ownership of the surrounding area includes Copper Basin and Mr. Douglas and to the west is Joseph Family Trust intending to put in a storage usage facility and other CCS without multi-family possibilities. Then mixed-commercial industrial type uses that front Prairie. The applicant is in contact with all parties for connectivity. To the west are 5-acre and 10-acre tracts of single-family homes. To the south is the commercial/industrial/recreational building. The future land use designation is transitional, which points to the focus area. This is the 41 North Focus Area. Review criteria information was presented.

Malloy: With Lynn Street's 3/4 access on to Prairie, Lynn Street south of Prarie doesn't exist yet, correct?
Rob Palus, Assistant City Engineer: That is correct. Eventually, it will become a 3/4 turn, but with initial development, road volumes out there and the road configuration can handle full movements.
Shove: To the west, the Joseph Family Trust, there was a restriction on R-3, can you elaborate?
Manley: When this annexation came forward they wanted storage units, but the annexation agreement I believe...
Malloy: At the time they were proposing it, there was a concern that a CCS could end up with 3-story apartments with a Special Use Permit. At that time, or even right now, the only access to that development was from Greensferry or Prairie. We didn't want a whole bunch of apartments dumping access onto Greensferry or Prarie. So, we put in the development agreement so there would be no multi- that family in that plot.

Applicant Drew Dittman with Lake City Engineering: Representing Copper Basin Construction. It is an infill country island piece. It was brought before Council three years ago for a request for annexation, prior to HWY 41 being done and prior to some annexations that have been approved since. We thought it was an appropriate time to bring it back. We are requesting commercial along Prairie Avenue and R-3 to the north of that. It's in the 41 North Focus Area, which states it should provide provisions for multi-family, commercial and tech uses near higher-classified roadways. It facilitates the creation of a backage road. There will be a road that will go from Greensferry all the way to Cecil Road which is where we split the zoning. The property to the west has proposed storage units, so we would buffer that with our multi-family and then the already planned commercial to the south. The concerns Councilor Malloy had with the turning on Prairie is addressed in the annexation agreement.

Malloy: Tech Park, in the approval of mulit-family in that, it is a limited number in that entire area right?
Manley: Yes, it can be up to 10%. All their multi-family is west of Cecil road, and the net sum is

44 acres, which is less than 10%.
Malloy: It's a different owner than Copper Basin?
Manley: Correct.
Malloy: So if Copper Basin builds all R-3 in that area, does that mean the developer that owns the rest can't build any?
Manley: It's all spelled out in the Annexation Agreement, or they would have to come in and ask for an amendment to the agreement.
Dittman: All of the Multi-Family is west of Cecil Road. It is 44 acres, 10%.
Malloy: I didn't think it had to be east of Cecil, just that it was less than 10% or less of the entire area.
Manley: It came in two different phases. The original annexation was east of Cecil Road and then the first one, none was allowed. The second came along and that's where the request was to provide less than 10% of the overall net sum.
Malloy: We debated that in the original request was 25% and I backed them down to 10% and the Council approved that. I'm concerned about the amount of traffic put on Prairie. The backage road is a solution to that, but is it going to be part of the development agreement that the road has to be there and that the R-3 only has access through that road.
Palus: The City and KMPO have identified specific north/south backage roads, but we don't have ones to Prairie Avenue identified. What they are proposing is something that would function as a parallel to Prairie Avenue that would help distribute traffic.
Herrington: I was able to find the recorded agreement. It is up to 15% of the development site, and on the attached map it is the Worth area which is all west of Cecil.
Malloy: My concern is the amount of trips onto Praire. So, can we require the backage road and that any residential has to be on to Greensferry or Cecil, not Praririe?
Palus: We are not going to allow drive access points onto Prarie. Commercial uses generally don't have high uses in the am but more in the pm. As that area develops, we will have the road built out to its five lane capacity and we will have access points to get to Cecil and Greensferry Road. If you want a restriction in the interim, that can be your recommendation.
Malloy: Would your client entertain such a restriction?
Dittman: No, because we don't control the property to the west and the east. To us, that would be an unfair restriction.

Testimony
In Favor: None
Neutral: None
Opposed: Samantha Steigleder (Post Falls): Everything should be developed around that area before we annex in. There are 699 multi-family units that have been approved but don't have a certificate of occupancy. Why approve more now? There's not a development agreement, so it wouldn't be written in stone. I don't agree that it meets goal 5. It's not developed, so we don't know if Ross Point can serve all these areas.

Rebuttal:
Dittman: There's about a 2% vacancy rate in the county, that's mostly turnover too. There is definitely a need for it. The concept of waiting to develop the area around it, then nothing will develop. It could be years before we could even break ground on an apartment project out there.

Public Hearing Closed at 7:27pm

Review Criteria was Discussed

- Is the annexation of the property in the best interest of the City?

Malloy: Yes, but...
Ziegler: Yes, but not connected to what is proposed for zoning criteria. It would add value to the city.
Thoreson: This is the one we denied three years ago because of Highway 41. I would be in favor.
Borders: It does give us some access road with Lynn Street.
Shove: I'm neutral on it. There's a lot of county around there too, so I don't see the need for it.

- Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Malloy: Yes, it's designated as transitional, which can be commercial and/or residential.
Ziegler: I agree.

- Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Malloy: Yes, for the same reasons. Diversity of housing and commercial types.
Ziegler: This parcel is outside the commercial node of Prairie, and it not having a restriction on R-3, doesn't make sense with me that it is in line with our plan for that area.
Shove: It's weak on the support with the goals and policies. Safe, vital, and attractive. Most of Post Falls that I've heard from don't think it's attractive and don't think it is vital. Long-term high-density residential is not best for the community.
Jacobson: So if we fail one, do we fail the whole?
Herrington: Not necessarily.

- Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

Malloy: The adverse impact on the road and the traffic. The potential R-3 to the north of this also may not have any access except to Prairie. We may end up with all these apartments that go down on Prairie.
Jacobson: If the annexation gets denied, how long does the applicant have before he can bring it back? I ask because if they work with the neighboring developer to create the backage road, how much time would they have to wait to bring it back?
Herrington: There's no time limit. They can request to annex any time.
Jacobson: If annexation was approved with a different zoning designation, that would allow the developer to come back with an agreement with the neighboring developers to create that road?
Malloy: Yes, but we still have the acres to the north that are already R-3 with the same problem.
Ziegler: We have a high demand for housing, but its flawed logic to continue to build as many high-density apartments until the vacancy rate hits what number, 7 or 8 %? At that point, we will

probably have more projects on the books that haven't been developed. We may never reach a point where the demand reaches that point.
Malloy: If developers see a vacancy rate at 10%, they aren't going to build.

Motion by Ziegler to deny the Copper Basin Prairie Annexation File No. ANNX-23-3.
Second by Malloy.
Ayes: Thoreson, Malloy, Ziegler, Borders, Shove
Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

a. Water Reclamation Facility Tertiary Treatment Project - Change Order #66 with Sletten Construction

John Beacham, Public Works Director Presenting: This is the longest change order I have ever negotiated. Ten years ago, we had a permit issued that required us to upgrade the wastewater plant to meet the new discharge requirements. We awarded the project in May 2020. There have been project impacts from the pandemic, the Ukraine War (supply chain issues), and construction challenges. We have been negotiating with Sletten since October 2022. This order will add 488 days to the contract, which will bring us to December 29, 2023, for the vast majority of the project to be completed. The completed startup of the membrane facility will now be February 27, 2024 (also for substantial completion). We negotiated an overhead payment based on a schedule extension of 308 days, with a contractor estimate of $9,500 per day for them to run the job. The change order itself is about 37% of what the contractor is estimating for overhead per day.
Malloy: Besides labor and overhead, what is there?
Beacham: Direct labor and materials cost would be non-overhead. So, overhead would be like a Project Manager, other staff, lodging for staff that are here for the duration of the project, vehicles not directly associated with actual construction. That sort of thing. The overhead that is part of this change order represents about a 4.5% increase of the original contract value, or approximately $1.7 million. There's also a negotiated escalation payment in materials to the contractor of 2.8% of the contract value, or $1.05 million. Most of the increases were managed by the construction company, but we do have some documented material escalation costs in the negotiated change order. We will get assurances with new deadlines and clear expectations for what happens if those aren't met. This is the final escalation adjustment for things that are known and unknown. Overall, this change order is about a 6.3% increase in contract value.
Malloy: Does 6.3% include the contingency, or not?
Beacham: I don't remember what I used for the denominator. The funding sources will still come from capital replacement funds and a DEQ loan. There will not be significant impacts on other wastewater projects because of this change at this point. The next steps are startup of the facility and adjustment of the Idaho D.E.Q. compliance schedule.

Jacobson: I don't like the increase in costs nor the number of days, but I understand it was out of your control. You and your staff have done an admirable job overseeing and negotiating this. Circumstances arose that no one saw coming. I'm not pleased with it, you've done a good job answering the questions. Hopefully, we are getting to completion of the project. I commend you on your efforts on that.
Malloy: Is the contractor eating about as much as we are paying extra?
Beacham: Yes, in terms of overhead, they are eating about 63% of that cost, and we are paying about 37% of it based on what we negotiated. As far as escalation, we are paying the full amount that they documented. They resolved many, many things without us. These are the things they could not resolve without us that we are paying for.
Malloy: I know they are eating a significant percent, especially for materials, because 6% for materials is way below the rate of inflation. I've seen an excess of 30-40% in the past few years. I would be interested to see how much they had to eat. Of course, it may not be public info.
Beacham: The full amount hasn't been shared with me.
Ziegler: As a percentage of the project, escalation is much lower than I would anticipate, considering what happened during that time period.
Borders: I congratulate you guys and Sletten because even the paperwork was tremendous. To sort through that and all that you have, you should be congratulated. Good Job.

Motion by Malloy to Approve the Water Reclamation Facility Tertiary Treatment Project - Change Order #66 with Sletten Construction.
Second by Borders.
Ayes: Thoreson, Malloy, Ziegler, Borders, Shove
Motion Carried

4. NEW BUSINESS

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

ACTION ITEMS:

a. Purchase of a New Paint Striping Truck

Ross Junkin, Public Works Maintenance Manager Presenting: The existing Paint Striping Truck was identified to be replaced in the FY24 budget cycle. The existing truck is a 2006 model. In the past four years, we have done about $12,600 in repair work on the existing truck. We have an increasing number of lane miles each year within the city. We only apply the paint when the weather is about 70 degrees to allow the paint to dry sufficiently, so vehicles do not get paint on them. The existing truck only has the capability to paint one color and one width at a time. Each time we need to switch colors or widths, we need to go back to the shop to do so. A new truck would allow us to make those adjustments in the field and continue painting throughout the day. Also, with the new technology of these trucks, the spray tips can be cleaned out, allowing more efficiency. We do have plans to keep the existing truck in our fleet. The chassis and other equipment on it has a lot of life left on it, so we can reuse the equipment as a stencil truck in the field for this work. We can use the Sourcewell Cooperative purchasing agreement on this purchase. We have found a unit for $424,428 from Vogel Traffic Services.

Thoreson: That sounds a lot more efficient, and it sounds like you were a good shopper on that

new truck. Are they holding that truck at that price for you?
Junkin: They have 3 chassis in their system, but once those are spoken by other agencies, that price will be gone. We have been told if we can't get a PO to them by the end of the month, the price will go up $30,000.

Motion by Thoreson to approve the purchase of a New Paint Stripting Truck.
Second by Malloy.
Ayes: Thoreson, Malloy, Ziegler, Borders, Shove
Motion Carried

b. Post Falls Community Forest Hazard Fuels Treatment Grant

Bryan Myers, Park Manager Presenting for Preston Hill: This grant is offered through the Kootenai County Office of Emergency Management. We are looking for a match portion to reimburse the county. The total value of the grant is $125,000. We are looking at establishing a shaded fuel break along the southern boundary of the Community Forest. We are working with a consulting forester to identify the full scope of work on this project. We are trying to reduce the potential for fires in the Community Forest. The scope of work will include a Hazardous Fuel Treatment Prescription Plan and a Defensible Space Plan. Those will be presented in the M.O.U. between KC Emergency Management and IDL. We are also pursuing a grant with the Idaho Emergency Management Office. We've reviewed these grants, and they don't appear to be conflicting. We are looking for a match commitment letter today for KC Office of Emergency Management.

Jacobson: Is the match amount $12,500?
Myers: It is.
Malloy: In light of this year's events, that will be the best $12,500 we have spent in a long time.

Motion by Malloy to accept the Post Falls Community Forest Hazard Fuels Treatment Grant.
Second by Ziegler.
Ayes: Thoreson, Malloy, Ziegler, Borders, Shove
Motion Carried

5. CITIZEN ISSUES

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

None

6. ADMINISTRATIVE / STAFF REPORTS

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

None

7. MAYOR AND COUNCIL COMMENTS

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

Jacobson: Happy Thanksgiving, and I encourage everyone to be cognizant of those less fortunate and be willing to reach a hand out to help them as well.

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)(c) To acquire an interest in real property which is not owned by a public agency

b. 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.

Motion by Thoreson to enter into Executive Session pursuant to Idaho Code 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency and 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 and that no action or decisions will be made in the session which will last approximately ten minutes.
Second by Malloy.
Ayes: Thoreson, Malloy, Ziegler, Borders, Shove
Motion Carried

Executive Session Entered at 8:11PM
Executive Session Ended at 8:18PM

RETURN TO REGULAR SESSION

ADJOURNMENT
Adjourned at 8:19PM

_____
Ronald G. Jacobson, Mayor

_____
Shannon Howard, City Clerk

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

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

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

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

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

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables November 14, 2023 - November 27, 2023

ITEM AND RECOMMENDED ACTION:
Check Run 12.6.23

DISCUSSION:
Check Run 12.6.23

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
725855.19

BUDGET CODE:
Various

ATTACHMENTS:
1. Post Falls Check Approval 12.6.23
2. Hand Checks 12.6.23

City of Post Falls

Packet: APPKT11901 - Check Run 11.29.23 **Check Date:** 11/29/2023
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14896	Jeff Schultz				
APMWB	Check	84718	Garden Performance Deposit Return	001-22080	40.00
VEN11835	SORBONNE HOMES LLC				
APMWB	Check	Bond Release - 100	Bond Release - 1007 E. Blair	001-22115	2,000.00
		Bond Release - 987	Bond Release - 987 E. Blair	001-22115	2,000.00
				Balance Sheet Accounts Total:	**4,040.00**
Dept: 411 Mayor & Council					
P4835	ProPrint				
APMWB	Check	63401	Mayor and Council Master Run for Business	001-411.0000.63060	553.00
				Dept 411 Total:	**553.00**
Dept: 414 Finance					
B091	BDS				
APMWB	Check	91547	Delinquecy Notices	001-414.1445.62170	323.50
		91275	Utility Billing	001-414.1445.62170	5,771.73
		91547	Delinquecy Notices	001-414.1445.62190	181.33
		91275	Utility Billing	001-414.1445.62190	3,882.36
C291	Coeur d' Alene Press				
APMWB	Check	0000009149-06022(	CDA#10662 NOPH Update to Fee Resolutio	001-414.0000.62000	24.12
		0000009149-05262(		001-414.0000.62000	35.72
V040	ODP Business Solutions				
APMWB	Check	337750171001	Office supplies- Finance	001-414.0000.63060	6.91
		342493842001	Office Supplies-Finance	001-414.0000.63060	96.67
				Dept 414 Total:	**10,322.34**
Dept: 415 City Clerk					
A4761	APS Inc				
APMWB	Check	90046	Postage Machine	001-415.0000.66080	395.00
				Dept 415 Total:	**395.00**
Dept: 417 Media/Cable Franchise					
P230	Post Falls Press/CDA Press				
APMWB	Check	45870 11.15.23	Subscription Notice acc #45870 FY2024	001-417.0000.62133	484.80
				Dept 417 Total:	**484.80**
Dept: 421 Police					
A0690	AccessData Corp				
APMWB	Check	10562368	PD Shredder Service	001-421.0000.68010	76.73
A254	Allegra Print & Imaging				
APMWB	Electronic Funds Transfi	205119	PD Impound Stickers	001-421.0000.63210	462.29
VEN14464	Background Solutions, LLC				
APMWB	Check	24066	Background solutions renewal	001-421.0000.63920	2,780.00
C220	Coleman Oil Co				
APMWB	Check	CP-0055293	PD Fuel	001-421.0000.64030	5,496.70
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	16734	PD Business Cards - Harmon	001-421.0000.63210	80.00
VEN14874	Debra J Salish				
APMWB	Check	23-87	Uniform alterations - Dowd	001-421.4000.72000	24.00
		23-83	PD Uniforms - S Leavitt	001-421.4000.72000	24.00
VEN01195	Empire Insignias				
APMWB	Check	2311084	PD Patches	001-421.4000.72000	935.00

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN06546	Findlay Chrysler Dodge Jeep Ram				
APMWB	Check	157471	PFPD157 Key Fobs	001-421.0000.67100	137.42
G020	Galls, LLC				
APMWB	Check	026121039	PD Uniforms	001-421.4000.72000	167.77
		026130368	PD Uniform Adjustment	001-421.4000.72000	10.78
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1151196	Tires - PFPD131	001-421.0000.67190	639.12
		197-1151195	Tires - PFPD134	001-421.0000.67190	639.12
L0195	Language Line Services				
APMWB	Electronic Funds Transfe	11138259	PD Interpretation Services	001-421.0000.65030	186.38
VEN14015	Midway Hyundai				
APMWB	Check	173346	PFPD134 Inspection	001-421.0000.67170	209.90
		173595	PFPD131 Inspection	001-421.0000.67170	209.90
VEN12699	Mike White Ford of Coeur d'Alene				
APMWB	Check	151057A	Repairs for PFPD134 - previously short paid	001-421.0000.67170	1,022.73
M140	Modern Glass Company				
APMWB	Check	175386	PD Door Closer Hinge	001-421.0000.68010	787.00
N001	Napa Auto Parts				
APMWB	Check	3688-262497	PFPD Tacoma Parts	001-421.0000.67100	280.43
		3688-262536	PD Core Deposit Credit	001-421.0000.67100	-27.00
		3688-263509	PFPDSTOCK Plastic Bonder Syringe	001-421.0000.67100	9.03
		3688-263768	PFPD90 Battery	001-421.0000.67100	143.37
		3688-262707	PFPD133 Battery	001-421.0000.67100	148.12
		3688-262450	PFPD Tacoma Parts	001-421.0000.67100	270.08
VEN03694	Otis Elevator Company				
APMWB	Check	100401306015	Elevator service contract	001-421.0000.62040	1,328.52
VEN14817	Public Safety Psychological Services				
APMWB	Check	3922	PD Applicant Psych Evals - Elliot & Morris	001-421.0000.62040	900.00
VEN12998	RACOM Corporation				
APMWB	Check	9CSO198787	Police Vehicle Equip	001-421.0000.67020	2,906.50
		9B198866	PFPDSTOCK Antenna	001-421.0000.67100	230.00
S0760	Seltice Laundry				
APMWB	Check	8-81	PD October Car Wash Usage	001-421.0000.67170	7.31
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240086703-00	PFPDSTOCK Fuses, Connectors, Etc. Parts	001-421.0000.67100	160.71
VEN03255	Ziply Fiber				
APMWB	Check	2081971699 110223	PD Internet	001-421.0000.65030	312.00
		2081970075-04082		001-421.0000.65030	1,150.14
				Dept 421 Total:	**21,708.05**
Dept: 424 Legal					
VEN02035	Staples, Inc				
APMWB	Check	3551176085	Office Supplies- Legal	001-424.0000.66060	219.99
T089	Thomson Reuters				
APMWB	Check	849270491	ID Trial Handbook Lawyers 2D 2023-2024 Pl	001-424.0000.63010	368.00
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5599	Management Fee-September 2023	001-424.0000.62040	2,916.66
		5483	Managment Fee-April 2023	001-424.0000.62040	2,916.66
		5461	Management Fee-March 2023	001-424.0000.62040	2,916.66
				Dept 424 Total:	**9,337.97**
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0055293	PD Fuel	001-427.0000.64030	206.67
VEN04236	Ramey's Yard Care				
APMWB	Check	715836	Animal Shelter Pest Control	001-427.0000.68010	85.00
				Dept 427 Total:	**291.67**
Dept: 431 Streets					
T096	3M				
APMWB	Check	9425625990	Green Film	001-431.0000.63260	338.31

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN01373	Intermountain Sign & Safety				
APMWB	Check	17974	Red Film	001-431.0000.63260	457.50
		17962	White Sheeting	001-431.0000.63260	1,070.00
		17964	Telspar post caps	001-431.0000.63260	90.00
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Electronic Funds Transfe	T2102523MUTCD-1	MUTCD Class - Jason, Brian, Jesse	001-431.0000.64020	180.00
		T2102623WM-3	Winter Maintenence Class - Shawn Payne	001-431.0000.64020	60.00
P4835	ProPrint				
APMWB	Check	64388	Business Cards - Ross Junkin	001-431.0000.63060	31.00
VEN14471	Road Products, Inc.				
APMWB	Check	16649	2023 Chip Seal Contract	001-431.0000.68110	375,596.69
R251	Serights Ace Hardware				
APMWB	Check	349171/1	Snowbrushes for vehicles	001-431.0000.63525	89.90
		349285/1	Kerosene	001-431.0000.64030	68.39
		30423/3		001-431.0000.64030	205.17
		349313/1	Trailer Jack	001-431.0000.67090	67.49
		348770/1	plastic buckets & lids	001-431.0000.67090	46.70
		349087/1	Extension Cords	001-431.0000.67090	16.18
				Dept 431 Total:	**378,317.33**
Dept: 433 Facility Maintenance					
N0991	Norco Inc				
APMWB	Check	38985238	Ice Melt	001-433.0000.68010	835.17
P310	Platt Electric Supply				
APMWB	Check	5z10596	light bulbs	001-433.0000.63720	790.95
VEN04236	Ramey's Yard Care				
APMWB	Check	714543	pest control CH	001-433.0000.68010	115.00
S0760	Seltice Laundry				
APMWB	Check	8/76	laundry service	001-433.0000.63160	45.35
		8/77		001-433.0000.63160	44.04
		8/41		001-433.0000.63160	27.02
		8/42		001-433.0000.63160	34.10
R251	Serights Ace Hardware				
APMWB	Check	348433/1	supplies	001-433.0000.63730	27.29
		348904/1	fuse	001-433.0000.63730	11.86
		348490/1	tape and such	001-433.0000.63730	11.05
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfe	511706	paper supplies CH and PD	001-433.0000.63140	467.46
		509997	cleaning supplies	001-433.0000.63150	573.11
				Dept 433 Total:	**2,982.40**
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	94042	Hydraulic hose - S210	001-434.0000.63011	29.33
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4175200366	Laundry & Rug Service	001-434.0000.63160	92.41
		4174527345		001-434.0000.63160	92.41
C0790	Cobalt Truck Equipment				
APMWB	Check	SR11343	Sander equipment - S220	001-434.0000.63011	899.17
VEN09805	Continental Door Co. LLC				
APMWB	Check	48785413	Repair of High Bay #1	001-434.0000.68010	502.50
VEN03826	FMI Equipment				
APMWB	Check	SPK-1008225	Fuel Filter - P472	001-434.0000.63012	36.60
		SPK-1008256	Belts for Parks Mowers	001-434.0000.63012	287.73
		SPK-1008255	Blades & Parts	001-434.0000.63012	118.47
		SPK-1008190	Belts - P472	001-434.0000.63012	801.69
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1151451	S346 New tires for cat skid steer	001-434.0000.67190	1,700.66
N001	Napa Auto Parts				
APMWB	Check	3688-266102	Battery - S211	001-434.0000.63011	566.75
		3688-266229	Spark Plugs	001-434.0000.63011	47.44

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-265907	Filters	001-434.0000.63011	38.38
		3688-265194	Spark PLug - S514	001-434.0000.63011	11.84
		3688-265191	Battery & charger - S514	001-434.0000.63011	140.51
		3688-265862	Core Deposit - S514	001-434.0000.63011	-18.00
		3688-265908	Air Filter - stock	001-434.0000.63012	25.20
		3688-265339	Windshield wipers - E102	001-434.0000.63013	28.48
		3688-265197	Underhood Light	001-434.0000.67090	152.05
R251	Serights Ace Hardware				
APMWB	Check	349321/1	USB Drive 16GB	001-434.0000.63060	15.29
T106	Titan Truck Equipment				
APMWB	Check	1360431 11.27.23	Warning Beacon Sales Tax Short Pay	001-434.0000.63012	8.70
		1360546	Winch Cover - F101	001-434.0000.67020	72.08
VEN08038	United Rentals (North America), Inc				
APMWB	Check	227134705-001	Main Element - P305	001-434.0000.63012	152.26
				Dept 434 Total:	**5,801.95**
Dept: 442 Cemetery					
C2961	Cold Spring Granite Company				
APMWB	Check	RI 2116702	934 Scrolls	001-442.0000.63760	256.00
		RI 2120239	Burg, Anne	001-442.0000.63760	292.00
		2133364 RI	VA Vase	001-442.0000.63760	956.00
R251	Serights Ace Hardware				
APMWB	Check	349119/1	hardware	001-442.0000.67030	28.21
T106	Titan Truck Equipment				
APMWB	Check	1355038	C200 bed replacment	001-442.0000.90050	20,051.36
Z026	Ziegler Lumber Co #017				
APMWB	Check	2958675	2x10x8 boards	001-442.0000.68160	66.80
				Dept 442 Total:	**21,650.37**
Dept: 443 Parks					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transfe	230589-2	Borrow Pit Project Management	001-443.0000.62040	20,650.61
		230589-1		001-443.0000.62040	4,349.39
A5189	Aspen Nursery				
APMWB	Check	76957C	Trees for Parks	001-443.0000.68190	893.50
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-250636	Tools for the Trucks	001-443.0000.67090	623.00
D1165	Drains Plus Rooter and Septic				
APMWB	Check	97662	Pump Septic at Trailer Wave	001-443.0000.65050	500.00
F020	Fastenal Company				
APMWB	Check	IDCOE190634	Safety Gloves	001-443.0000.63110	20.91
		IDCOE190169	Winter safety gloves	001-443.0000.63110	103.95
		IDCOE191056	Glove Return	001-443.0000.63110	-82.66
		IDCOE191088	Tent Hardware for Winterfest	001-443.0000.67030	686.97
VEN03826	FMI Equipment				
APMWB	Check	SPK-1008255	Blades & Parts	001-443.0000.66190	374.44
H002	H & E Equipment Services Inc				
APMWB	Check	97697399	P305 Grease	001-443.0000.66190	50.97
L109	Lowe's Credit Services				
APMWB	Check	91774	Oil for Small Equipment	001-443.0000.66190	22.74
		17819	Refund Tax	001-443.0000.67090	-8.17
		77670	Tools & Calk	001-443.0000.67090	97.39
N001	Napa Auto Parts				
APMWB	Check	3688-26875	Small Equipment Grease	001-443.0000.66190	24.26
		3688-264663	Equipment Oil	001-443.0000.66190	12.32
VEN14065	North Idaho Pest				
APMWB	Check	2023-007	Pest Control	001-443.0000.68215	105.00
V040	ODP Business Solutions				
APMWB	Check	339629973001	Office Supplies-Parks	001-443.0000.63060	127.45
		339634813001		001-443.0000.63060	49.99
VEN09319	Rolled Steel Products, Inc				

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	IN47899	East Lean-to	001-443.0000.94180	498.99
R251	Serights Ace Hardware				
APMWB	Check	349233/1	Ear Protection & Tool	001-443.0000.63110	62.99
		349236/1	Small Equipment Maint . Parts	001-443.0000.66190	25.14
		349366/1	Dowel for ladder repair	001-443.0000.67050	11.24
		349127/1	Tool Bits	001-443.0000.67090	68.32
		349233/1	Ear Protection & Tool	001-443.0000.67090	40.49
		349173/1	Tool bits	001-443.0000.67090	39.58
		349441/1	Tools for Construction	001-443.0000.67090	16.17
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	136068483-001	Ice melt for Winter	001-443.0000.68220	531.20
		136640998-001	Valve box covers	001-443.0000.68230	52.56
VEN14899	Tarp Tech				
APMWB	Check	123910	Repair vinyl Flag	001-443.0000.67050	50.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	511709	Cleaning Supplies	001-443.0000.63150	440.04
		512011		001-443.0000.63150	120.03
Z026	Ziegler Lumber Co #017				
APMWB	Check	595993	Hardware for Shop	001-443.0000.67030	132.97
		592535	Lumber for Parks Shop	001-443.0000.68160	163.34
				Dept 443 Total:	**30,855.12**
Dept: 444 Parks - Construction					
L109	Lowe's Credit Services				
APMWB	Check	77670	Tools & Calk	001-444.0000.94180	46.86
VEN14676	Selland Construction Inc				
APMWB	Check	238	Crown Pointe Regrading Retainage	001-444.0000.94180	15,072.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	590963	Primed Trim for East Lean-to	001-444.0000.94180	1,582.67
				Dept 444 Total:	**16,701.53**
Dept: 445 Recreation					
C175	Century Publishing Co, Inc.				
APMWB	Check	INV0147003	Printing of Winter Guide	001-445.0000.63210	5,245.79
V040	ODP Business Solutions				
APMWB	Check	336635230001	Office Supplies- Recreation	001-445.0000.63060	2.25
		340234449001	Office Supplies-Recreation	001-445.0000.63060	45.48
		339513437001		001-445.0000.63060	111.97
		340234704001		001-445.0000.63060	11.27
P4835	ProPrint				
APMWB	Check	64377	Business Cards	001-445.0000.63060	62.00
				Dept 445 Total:	**5,478.76**
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000016228-11012(	Public Notice Publication Bogie Annexation	001-451.0000.62000	274.19
		0000016226-11012(	Public Notice Publication Copper BAsin Ann	001-451.0000.62000	362.88
		0000016223-11012(	Publicaiton Notice Publication DeAtley Anne	001-451.0000.62000	330.05
V040	ODP Business Solutions				
APMWB	Check	339103082001	Office Supplies- Planning	001-451.0000.63060	64.98
				Dept 451 Total:	**1,032.10**
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	91275	Utility Billing	001-452.0000.62040	50.00
K130	Kootenai County Reprographics				
APMWB	Check	2024-14	Post Falls Corr notices and tags Inv#2024-1	001-452.0000.63000	427.05
				Dept 452 Total:	**477.05**
				Fund 001 Total:	**510,429.44**

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN08243	Awards Network				
APMWB	Check	00124148	November Anniv Awards	003-482.0000.73020	215.71
VEN02641	Bell Tower Funeral Home				
APMWB	Check	10.22.2023	N McDaniel Funeral	003-482.4000.73000	6,120.00
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Electronic Funds Transfe	299079	November 2023 Consulting	003-482.0000.62040	2,500.00
VEN14068	IncentFit				
APMWB	Check	16242	11.15.2023 - 12.15.2023 Activity	003-482.4000.73000	249.90
				Dept 482 Total:	**9,085.61**
				Fund 003 Total:	**9,085.61**
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN08122	Telecommunication Systems, Inc				
APMWB	Check	04INV-000043757	Annual PSAP fee	008-426.0000.65031	2,100.00
				Dept 426 Total:	**2,100.00**
				Fund 008 Total:	**2,100.00**
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
VEN02944	BNSF Railway Company				
APMWB	Electronic Funds Transfe	Inv #90259557	Inv #90259557	037-431.0000.95134	544.08
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfe	Inv #0167626	Inv #0167626	037-431.0000.80290	16,743.00
		Inv #0167794	Inv #0167794	037-431.0000.95134	2,750.11
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfe	Inv #41354090-018	Inv #41354090-018	037-431.0000.95136	1,315.68
				Dept 431 Total:	**21,352.87**
				Fund 037 Total:	**21,352.87**
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN12724	Civitas, Inc				
APMWB	Check	26378	Black Bay Master Plan	038-443.0000.94070	3,305.00
		26377		038-443.0000.94070	1,434.47
				Dept 443 Total:	**4,739.47**
				Fund 038 Total:	**4,739.47**
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	135254	Biosolids # 7	650-463.0000.68360	120.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	93894	PAC ECHO 3/8-9/16#510 500'	650-463.0000.63400	1,012.50
A424	Anatek Labs, Inc.				
APMWB	Check	2323982	Surface Water Testing	650-463.0000.68360	552.00
C3090	Columbia Electric Supply				
APMWB	Check	1120-1015521	Rail 150W FX	650-463.0000.68010	797.34
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transfe	12456	Remote Battery	650-463.0000.67170	5.99
F020	Fastenal Company				
APMWB	Check	IDCOE190339	WWTP Shop Supplies	650-463.0000.68025	37.45
G098	Grainger				
APMWB	Check	9901051111	O-ring	650-463.0000.68025	2.79
		9903556372	O-ring 6-3/4"	650-463.0000.68025	3.27

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	9903617471	TELESCOPIC POLE,ALUMINUM,6 TO 12 F	650-463.0000.68025	71.02
VEN14741	Midland Electric, Inc				
APMWB	Check	INV0146917	WRF UB2 Harmonic Filter Replacement	650-463.0000.68025	5,236.80
N001	Napa Auto Parts				
APMWB	Check	3688-263009	IND Belts	650-463.0000.68025	32.07
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transfe	5173841	Glass Microfiber Filters 934-AH 11.0cm	650-463.0000.63400	144.09
V040	ODP Business Solutions				
APMWB	Check	338964239001	Office Supplies-Wastewater	650-463.0000.63060	39.20
		331434358001	Office Supplies- Water/WW	650-463.0000.63060	212.48
		331434539001		650-463.0000.63060	19.89
R251	Serights Ace Hardware				
APMWB	Check	349181/1	Driveway Markers, Clamps	650-463.0000.68025	223.61
		349373/1	Vacuum & Bags, Peg Hooks	650-463.0000.68025	124.46
		349134/1	Conduit PVC 40, Adapter, Bushings, Clamps	650-463.0000.68025	118.28
		349357/1	Large Hook & Shop Supplies	650-463.0000.68025	36.73
		349403/1	Hot Water Nozzle	650-463.0000.68025	11.69
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB	Electronic Funds Transfe	11623897	PCB Congeners Samples	650-463.0000.68360	944.92
VEN13163	Wapiti Consulting, LLC				
APMWB	Electronic Funds Transfe	420	WRF Field Services -Thermal Imaging	650-463.0000.62040	960.00
VEN09501	Yoke's Foods Inc				
APMWB	Check	11-1381146	Ice	650-463.0000.68025	11.95
				Dept 463 Total:	**10,718.53**
Dept: 466 Wastewater - Collections					
C3090	Columbia Electric Supply				
APMWB	Check	1120-1015767	15PSI Level Transmitter, Duct Seal, Connec	650-466.0000.63006	1,137.18
		1120-1015739	PVC 80 Conduit	650-466.0000.63006	93.40
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transfe	12428	WWTP Keys	650-466.0000.63006	6.48
F020	Fastenal Company				
APMWB	Check	IDCOE190589	Premium Vinyl Electrical Tape & Shop Suppl	650-466.0000.63330	482.63
P310	Platt Electric Supply				
APMWB	Check	4P68728	1-1/2 EG Pipe	650-466.0000.63006	7.00
R251	Serights Ace Hardware				
APMWB	Check	349311/1	BALL MOUNT REDUCER, HITCH PIN&CLIF	650-466.0000.63330	61.16
T005	TML Construction, Inc.				
APMWB	Check	1603	Highlands Force Main Repair	650-466.0000.68021	4,220.00
VEN01248	United Crown Pump & Drilling				
APMWB	Check	106808	Sensor Float Control	650-466.0000.63006	947.38
VEN13163	Wapiti Consulting, LLC				
APMWB	Electronic Funds Transfe	425	Jacklin LS-Troubleshooting Corrected PLC F	650-466.0000.62040	320.00
				Dept 466 Total:	**7,275.23**
Dept: 467 Wastewater - Recycled Water					
T106	Titan Truck Equipment				
APMWB	Check	1357323	T121 Up-fit and lighting	650-467.0000.90010	3,137.37
		1357309	T120 Up-fit and lighting	650-467.0000.90010	3,137.37
				Dept 467 Total:	**6,274.74**
Dept: 468 Wastewater - Surface Water					
A424	Anatek Labs, Inc.				
APMWB	Check	2321404	Stormwater catch basin solid analysis	650-468.0000.68360	375.00
N001	Napa Auto Parts				
APMWB	Check	3688-265060	Wiper Blade Truck D200	650-468.0000.67170	17.98
		3688-264206	Battery Charger Truck D200	650-468.0000.67170	43.29
P180	Perfection Tire				
APMWB	Check	1065534	Full service Oil Change Truck # D104	650-468.0000.67170	67.03
R251	Serights Ace Hardware				
APMWB	Check	348895/1	CORD EXTN 14/3 SJOW 25	650-468.0000.68380	28.79

				Dept 468 Total:	**532.09**
				Fund 650 Total:	**24,800.59**

Packet: APPKT11901 - Check Run 11.29.23 **Check Date: 11/29/2023**
Vendor Set: 01 - Vendor Set 01

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfe	0167562	Tertiary Upgrade JUB Invoice October 2023	651-463.3213.90015	116,002.70
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfe	41354130-09	Lundy Waterline Ext Welch Invoice October 2	651-463.6505.95520	3,071.05
				Dept 463 Total:	**119,073.75**
				Fund 651 Total:	**119,073.75**
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transfe	200143-42	Ponderosa LS Ardurra Invoice October 2023	652-463.3214.95520	1,540.00
		210583-21	Bentley LS Ardurra Invoice October 2023	652-463.3230.95520	7,541.25
H003	H.D. Fowler Company				
APMWB	Check	I6569940	GUARD SHACK- Ponderosa Lift Station	652-463.3214.95520	857.67
VEN11676	Keller Associates, Inc				
APMWB	Check	0233339	12th Ave FM Phase II Keller Invoice Oct. 202	652-463.3228.95520	1,890.00
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfe	41354140-006	October 2023 Fisher LS Consulting	652-463.3232.95520	6,180.00
		41354140-007	November 2023 Fisher LS Consulting	652-463.3232.95520	4,120.00
		41354120-018	Corbin LS Welch Invoice October 2023	652-463.3234.95520	6,850.00
				Dept 463 Total:	**28,978.92**
				Fund 652 Total:	**28,978.92**
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
K100	Kootenai County Solid Waste				
APMWB	Check	08-92332	Fall Clean-up	700-461.0000.65050	20.15
		09-02499		700-461.0000.65050	92.95
		09-00276		700-461.0000.65050	57.85
		09-00383		700-461.0000.65050	54.60
		09-00322		700-461.0000.65050	50.70
		08-99633		700-461.0000.65050	31.20
		09-02496		700-461.0000.65050	10.40
				Dept 461 Total:	**317.85**
				Fund 700 Total:	**317.85**
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
B0690	Batteries Plus				
APMWB	Check	P68022650	Battery for Handheld Sensus	750-462.0000.63280	44.95
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transfe	S011642409.001	Long Brass Bolts	750-462.0000.63280	133.34
		S011642351.001	RPM 20K Meter Box	750-462.0000.63280	2,693.47
H215	Core & Main LP				
APMWB	Check	T848171	6" Mid-Line Vice	750-462.0000.63280	593.00
G098	Grainger				
APMWB	Check	9913064417	PLASTIC,TOOL CASE, RIVET, WALL PLAT	750-462.0000.63280	361.45
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	6261770/1	Oil Change, Tire Rotation, Air Filters Truck #	750-462.0000.67170	286.55
		6261769/1	Full service Oil Change Truck # W201	750-462.0000.67170	143.33
N001	Napa Auto Parts				
APMWB	Check	3688-267056	OE Quality Stoplight	750-462.0000.67170	0.89

Vendor Number / Bank Code	Vendor Name / Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
V040	ODP Business Solutions				
APMWB	Check	331434330001	Office Supplies- Water/WW	750-462.0000.63060	6.54
		331434345001		750-462.0000.63060	24.78
		331355251001		750-462.0000.63060	88.78
O040	Overhead Door Company				
APMWB	Check	546116	2023 Performed PM on 11 Doors	750-462.0000.68010	544.43
R251	Serights Ace Hardware				
APMWB	Check	349202/1	MAGNETIC TAPE 1"X25	750-462.0000.63280	22.49
		349345/1	Well MIOX & Office Floor	750-462.0000.63280	32.69
				Dept 462 Total:	**4,976.69**
				Fund 750 Total:	**4,976.69**
				Report Total:	**725,855.19**

Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	40.00
	001-22115	4,000.00
	001-411.0000.63060	553.00
	001-414.0000.62000	59.84
	001-414.0000.63060	103.58
	001-414.1445.62170	6,095.23
	001-414.1445.62190	4,063.69
	001-415.0000.66080	395.00
	001-417.0000.62133	484.80
	001-421.0000.62040	2,228.52
	001-421.0000.63210	542.29
	001-421.0000.63920	2,780.00
	001-421.0000.64030	5,496.70
	001-421.0000.65030	1,648.52
	001-421.0000.67020	2,906.50
	001-421.0000.67100	1,352.16
	001-421.0000.67170	1,449.84
	001-421.0000.67190	1,278.24
	001-421.0000.68010	863.73
	001-421.4000.72000	1,161.55
	001-424.0000.62040	8,749.98
	001-424.0000.63010	368.00
	001-424.0000.66060	219.99
	001-427.0000.64030	206.67
	001-427.0000.68010	85.00
	001-431.0000.63060	31.00
	001-431.0000.63260	1,955.81
	001-431.0000.63525	89.90
	001-431.0000.64020	240.00
	001-431.0000.64030	273.56
	001-431.0000.67090	130.37
	001-431.0000.68110	375,596.69
	001-433.0000.63140	467.46
	001-433.0000.63150	573.11
	001-433.0000.63160	150.51
	001-433.0000.63720	790.95
	001-433.0000.63730	50.20
	001-433.0000.68010	950.17
	001-434.0000.63011	1,715.42
	001-434.0000.63012	1,430.65
	001-434.0000.63013	28.48
	001-434.0000.63060	15.29
	001-434.0000.63160	184.82
	001-434.0000.67020	72.08
	001-434.0000.67090	152.05
	001-434.0000.67190	1,700.66
	001-434.0000.68010	502.50
	001-442.0000.63760	1,504.00
	001-442.0000.67030	28.21
	001-442.0000.68160	66.80
	001-442.0000.90050	20,051.36
	001-443.0000.62040	25,000.00
	001-443.0000.63060	177.44
	001-443.0000.63110	105.19
	001-443.0000.63150	560.07
	001-443.0000.65050	500.00

001-443.0000.66190		509.87
001-443.0000.67030		819.94
001-443.0000.67050		61.24
001-443.0000.67090		876.78
001-443.0000.68160		163.34
001-443.0000.68190		893.50
001-443.0000.68215		105.00
001-443.0000.68220		531.20
001-443.0000.68230		52.56
001-443.0000.94180		498.99
001-444.0000.94180		16,701.53
001-445.0000.63060		232.97
001-445.0000.63210		5,245.79
001-451.0000.62000		967.12
001-451.0000.63060		64.98
001-452.0000.62040		50.00
001-452.0000.63000		427.05
	Fund 001 Total:	**510,429.44**
003 - PERSONNEL BENEFIT POOL		
003-482.0000.62040		2,500.00
003-482.0000.73020		215.71
003-482.4000.73000		6,369.90
	Fund 003 Total:	**9,085.61**
008 - 911 SUPPORT		
008-426.0000.65031		2,100.00
	Fund 008 Total:	**2,100.00**
037 - STREETS IMPACT FEES		
037-431.0000.80290		16,743.00
037-431.0000.95134		3,294.19
037-431.0000.95136		1,315.68
	Fund 037 Total:	**21,352.87**
038 - PARKS IMPACT FEES		
038-443.0000.94070		4,739.47
	Fund 038 Total:	**4,739.47**
650 - RECLAIMED WATER OPERATING		
650-463.0000.62040		960.00
650-463.0000.63060		271.57
650-463.0000.63400		1,156.59
650-463.0000.67170		5.99
650-463.0000.68010		797.34
650-463.0000.68025		5,910.12
650-463.0000.68360		1,616.92
650-466.0000.62040		320.00
650-466.0000.63006		2,191.44
650-466.0000.63330		543.79
650-466.0000.68021		4,220.00
650-467.0000.90010		6,274.74
650-468.0000.67170		128.30
650-468.0000.68360		375.00
650-468.0000.68380		28.79
	Fund 650 Total:	**24,800.59**
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3213.90015		116,002.70
651-463.6505.95520		3,071.05
	Fund 651 Total:	**119,073.75**
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3214.95520		2,397.67
652-463.3228.95520		1,890.00
652-463.3230.95520		7,541.25
652-463.3232.95520		10,300.00
652-463.3234.95520		6,850.00
	Fund 652 Total:	**28,978.92**
700 - SANITATION		
700-461.0000.65050		317.85
	Fund 700 Total:	**317.85**
750 - WATER OPERATING		

750-462.0000.63060		120.10
750-462.0000.63280		3,881.39
750-462.0000.67170		430.77
750-462.0000.68010		544.43
	Fund 750 Total:	**4,976.69**
	Report Total:	**725,855.19**

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK I				
11/16/2023	$659.38	94564	AT&T Mobility	Pay Before Due Date
11/16/2023	$13,233.23	94565	AVISTA Utilities	Pay Before Due Date
11/16/2023	$468.00	94566	Kootenai County Solid Waste	Pay Before Due Date
11/16/2023	$196.24	94567	Maria Carter	Pay Before Due Date
11/16/2023	$128.93	94568	Ricoh USA Inc.	Pay Before Due Date
11/16/2023	$99.97	94569	Spectrum	Pay Before Due Date
11/16/2023	$82.63	94570	ZIply Fiber	Pay Before Due Date
	$14,868.38			

RUN 12.6.23

650-466.0000.65030
Various
700-461.0000.65050
001-21050
Various
001-443.0000.65030
650-463.0000.65030

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: DeAtley Annexation Agreement File No. ANNX-23-1

ITEM AND RECOMMENDED ACTION:
Review and approve the applicant signed DeAtley Annexation Agreement.

DISCUSSION:
The submitted annexation agreement memorializes the conditions associated with the approved DeAtley annexation of approximately 4.92 acres to be zoned Community Commercial Services located on the northeast corner of W. Seltice Way and N. Pleasant View Rd.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
City Council approved on November 21, 2023

APPROVED OR DIRECTION GIVEN:
It is the standard process to bring the annexation agreement back to City Council after an Annexation approval.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. DeAtley Annexation Agreement

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

DeAtley Annexation

(File No. ANNX-23-1)

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 **EUCON CORPORATION**, an Idaho corporation, with its principal place of business at 4201 Snake River Ave., Lewiston, ID 83501.

WHEREAS, EUCON CORPORATION, (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 with an initial zoning designation of Community Commercial Services ("CCS") 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 located on the northeast corner of North Pleasant View Road and West Seltice Way 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: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply 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. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic

water supply capacity will be available at the time Owner requests connection to the water system. If water 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 all legal requirements are met. Upon public water service becoming available, the Owner agrees to disconnect from the temporary service and connect to the public water service at Owner's sole cost.

3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant to the City all water rights associated with the Property to assure that the City 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 agrees to disconnect from the temporary service and connect to and divert flows to the public system at Owner's sole cost. Any proposed alternative must not impair the City's ability to extend its sanitary sewer collection system to other properties.

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 public easement along Pleasant View Road for utilities, sidewalks, and storm drainage.

4.1.2. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide public easement along Seltice Way for 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/or 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

By: _____
Ronald G. Jacobson, Mayor

Attest:

_____
Shannon Howard, City Clerk

EUCON CORPORATION

By: _____
Matthew DeAtley, Vice President/ General Manager

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 9-21-23 by **Matthew DeAtley** as the Vice President and General Manager of Eucon Corporation, on behalf of whom the instrument was executed.

ANGELA CROMER
COMM. #26651
NOTARY PUBLIC
STATE OF IDAHO

_____
Signature of notary public

(Stamp above)

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jason Faulkner, Finance Director

SUBJECT: Fiscal Year 2023 Road Report

ITEM AND RECOMMENDED ACTION:
Approve, and authorize the mayor to sign.

DISCUSSION:
The City of Post Falls must provide street repair, street maintenance, upcoming street projects, and salaries and benefits associated with streets. The Street Report is a state requirement and state disbursements during FY 2024 will be withheld until the report is submitted to the state.

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

APPROVED OR DIRECTION GIVEN:
Approve, and authorize the mayor to sign.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. Annual Road and Street Report 2023

Annual Road and Street Financial Report

Reporting Entity Name - Enter below by entity type		Please return, **not later than December 31**, to:
City **or** **City of Post Falls**	County of City **Kootenai**	**BRANDON D. WOOLF** **IDAHO STATE CONTROLLER** **ATTN: HIGHWAY USERS** **STATEHOUSE MAIL** **BOISE, ID 83720**
County **or**		
Highway District	County of Hwy. District	

This certified report of dedicated funds is hereby submitted to the State Auditor as required by 40-708, *Idaho code.*

Dated this: 5th day of December, 2023.

ATTEST:

Jason Faulkner, Treasurer
City Clerk/County Clerk/District Secretary **(type or print name & sign)**

Ronald G. Jacobson, Mayor
Commissioners or Mayor **(type or print name & sign)**

Contact Phone Number: **(208) 457-3310**

FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023

Line 1	BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	$ 4,137,638.20
RECEIPTS		
	LOCAL FUNDING SOURCES	
Line 2	Property tax levy (for roads, streets and bridges)	
Line 3	Sale of assets	$ 53,953.19
Line 4	Interest income	$ 9,702.21
Line 5	Fund transfers from non-highway accounts.	$ 2,048,938.20
Line 6	Proceeds from sale of bonds (include LIDs)	
Line 7	Proceeds from issue of notes (include loans)	$ -
Line 8	Local impact fees	$ 1,939,920.53
Line 9	Local option registration fee	
Line 10	All other LOCAL receipts or transfers in.	$ 476,101.56
Line 11	**Total Local Funding (sum lines 2 through 10).**	$ 4,528,615.69
	STATE FUNDING SOURCES	
Line 12	Highway user revenue	$ 2,030,634.39
Line 13	Sales tax/Inventory replacement tax	
Line 14	Sales tax/Revenue sharing	$ 317,728.18
Line 15	State Exchange funds.	
Line 16	All other STATE receipts or transfers.	$ 573,867.50
Line 17	**Total State Funding (sum lines 12 through 16).**	$ 2,922,230.07
	FEDERAL FUNDING SOURCES	
Line 18	Secure Rural Schools	
Line 19	Federal-aid Bridge	
Line 20	Federal-aid Rural	
Line 21	Federal-aid Urban.	$ 97,119.30
Line 22	Federal Lands Access Funds and All other FEDERAL receipts or transfers	$ -
Line 23	**Total Federal Funding (sum lines 18 through 22)**	$ 97,119.30
Line 24	**TOTAL RECEIPTS (sum lines 11, 17, 23)**	$ 7,547,965.06

REPORTING ENTITY NAME: City of Post Falls **FISCAL YEAR: 2021**

DISBURSEMENTS			
	NEW CONSTRUCTION		
Line 25	Roads	$	2,820,197.11
Line 26	Bridges, culverts and storm drainage		
Line 27	RR Crossing		
Line 28	Other (specify - including salaries and benefits)		
Line 29	**Total New Construction (sum lines 25 through 28)**	$	2,820,197.11
	RECONSTRUCTION/REPLACEMENT/REHABILITATION		
Line 30	Roads (rebuilt, realign, or 2" overlay upgrade)	$	525,298.97
Line 31	Bridges, culverts and storm drainage		
Line 32	RR Crossing		
Line 33	Other (specify - including salaries and benefits)	$	626,239.16
Line 34	**Total Reconstruction/Replacement (sum lines 30 through 33)**	$	1,151,538.13
	ROUTINE MAINTENANCE		
Line 35	Chip sealing or seal coating	$	401,937.54
Line 36	Patching	$	26,804.23
Line 37	Winter Maintenance	$	229,077.73
Line 38	Grading/blading		
Line 39	Bridge		
Line 40	Other (specify - including salaries and benefits)	$	626,239.16
Line 41	**Total Routine Maintenance (sum lines 35 through 40)**	$	1,284,058.66
	EQUIPMENT		
Line 42	Equipment purchase - automotive, heavy, other	$	833,664.98
Line 43	Equipment lease / purchase	$	-
Line 44	Equipment maintenance	$	226,982.84
Line 45	Other (specify)	$	439,685.49
Line 46	**Total Equipment (sum lines 42 through 45)**	$	1,500,333.31
	ADMINISTRATION		
Line 47	**Administrative salaries and expenses**	$	287,885.57
	OTHER		
Line 48	Right-of-way and property purchases		
Line 49	Property leases		
Line 50	Street lighting	$	128,794.00
Line 51	Professional services - audit, clerical, and legal		
Line 52	Professional services - engineering		
Line 53	Interest - bond (include LIDs)	$	11,015.00
Line 54	Interest - notes (include loans)		
Line 55	Redemption - bond (include LIDs)	$	-
Line 56	Redemption - notes (include loans)		
Line 57	Payments to other local government		
Line 58	Fund transfers to non-highway accounts		
Line 59	All other local expenditures		
Line 60	**Total Other (sum lines 48 through 59)**	$	139,809.00
Line 61	**TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60)**	$	7,183,821.77
Line 62	**RECEIPTS OVER DISBURSEMENTS (line 24 - line 61)**	$	364,143.29
Line 63	**OTHER ADJUSTMENTS (Audit adjustment and etc.)**	$	-
Line 64	**CLOSING BALANCE (sum lines 1, 62, 63)**	$	4,501,781.49
Line 65	**Funds on Line 64 obligated for specific future projects**	$	5,512,201.84
Line 66	**Funds on Line 64 retained for general funds and operations**		
Line 67	**ENDING BALANCE (line 64 minus the sum of lines 65, 66)**	$	(1,010,420.35)

REPORTING ENTITY NAME: City of Post Falls **FISCAL YEAR: 2021**

REPORTING MEASURES

	NEW CONSTRUCTION	
Line 68	Total lane miles constructed	0.00
Line 69	Total square feet of bridge deck constructed	0.00
	RECONSTRUCTION/REPLACEMENT/REHABILITATION	
Line 70	Total lane miles rebuilt, realigned, or overlay	1.65
Line 71	Total square feet of bridge deck reconstructed or rehabilitated.	0.00
	ROUTINE MAINTENANCE	
Line 72	Total lane miles with surface treatments, chip sealed, seal coated etc. on line 35.	10.19
Line 73	Total lane miles graded or bladed on line 38	0.00

PROJECTS

NEW PROJECTS

Line 74 Available Funds (From line 65) $ 5,512,201.84

Project List	Start Year	Projected Cost
Prairie and Zorros Roundabout	**FY 2024**	**$120,000.00**
Street Construction	**FY 2024**	**$2,000,000.00**
Street Reconstruction	**FY 2024**	**$854,736.00**
Spokane Street Reconstruction	**FY 2024**	**$550,000.00**

Line 75	Estimated Cost of future projects.	$ 3,524,736.00
Line 76	**Available for Other Projects (line 76 minus line 77)**	$ 1,987,465.84

MANDATORY Section must be complted on HB312 Revenue

Reporting is required on the highway user revenue from HG312. Make sure you list how much you received in additional revenue on line 77. Starting on line 78, check the maintenance that was completed with the additional funds, provide how much was spent on each item, and a general description including quanitity of length.

Line 77 **Total amount of Highway User Revenue from HB312** $ -

	Maintenance performed	Amount Spent	Description of Work
Line 78	Rehabilitation of Road	$ 525,298.97	Street reconstruction projects
Line 79	Rehabilitation and maintenance of bridge	$ -	
Line 80	Chip Sealing / Seal Coating	$ 804,338.46	Road patching along with sealing and maintenance.
Line 81	Grading / Blading	$ -	
Line 82	Striping	$ 49,046.48	
Line 83	Traffic Control	$ -	
Line 84	All other maintenance		
Total amount spent on maintenance or replacement		$ 1,378,683.91	

Line 85 Deferred maintenance cost over the last 5 years (in dollars) $ -

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Bogie Annexation Agreement ANNX-23-2

ITEM AND RECOMMENDED ACTION:
Approve the Bogie Annexation Agreement that corresponds with the Public Hearing held before the City Council on 11/21.

DISCUSSION:
The submitted annexation agreement memorializes the conditions associated with the approved Bogie Annexation of approximately 5 acres to be zoned Single Family Residential (R1) located north of E. Bogie Dr, halfway between N. Cecil Rd. and N. Greensferry Rd.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
11/21/23

APPROVED OR DIRECTION GIVEN:
It is the standard process to bring the annexation agreement back to City Council after an Annexation approval.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
NA

BUDGET CODE:
NA

ATTACHMENTS:
1. Bogie Annexation Agreement File No. ANNX-23-2

DEVELOPMENT AND ANNEXATION AGREEMENT

Bogie Annexation

(File No. ANNX-23-2)

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 **Northern Lights Development, LLC,** an Idaho Limited Liability Company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 179 E. Wilbur Ave., Dalton Gardens Gardens, ID 83815.

WHEREAS, ***Northern Lights Development, LLC, an Idaho Limited Liability Company*** (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 in the course of 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, any and 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, any and 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.

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 90 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.

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 will 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 that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.

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 Bogie 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 20 additional feet of rights-of-way along Bogie Avenue, such that the northern rights-of-way line for Bogie Avenue aligns with the Bodine Subdivision, to the west.

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 Article 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 any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result 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. 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.

6.12. 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.

6.13. 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.

6.14. 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.

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

By: _____
Ronald G. Jacobson, Mayor

Attest:

_____
Shannon Howard, City Clerk

NORTHERN LIGHTS, LLC

By: _____
Michael Fitzgerald II, Managing Member

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 9-22-23 by **Michael Fitzgerald II** as the **Managing Member** of **Northern Lights, LLC**, on behalf of whom the instrument was executed.

ANDREA L. DITTMAN
COMM. NO. 57253
NOTARY PUBLIC
STATE OF IDAHO

_____
Signature of notary public

(Stamp above)

Annexation Description

A parcel of land being the West half of Tract 43 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, and a portion of the Bogie Drive Right-of-way lying in the southwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the center quarter corner of said Section 25 being a 3 inch aluminum cap marked "PLS 4182" per Instrument No. 2540621000, Records of Kootenai County, from which the West quarter corner bears North 88°31'38" West a distance of 2647.25 feet; thence along the East line of said southwest quarter, South 00°41'26" West a distance of 661.33 feet; thence along the South line of the Plat of Bluegrass Corner filed in Book L of Plats at Page 124, Records of Kootenai County, and the extension thereof, North 88°32'50" West a distance of 661.90 feet to the southwest corner of said Plat of Bluegrass Corner being a 5/8 inch rebar with yellow plastic cap marked "PLS JS 9367", said point also being on the Existing City Limits of Post Falls; thence along the North line of said Existing City Limits of Post Falls and the South line of the Plat of Corbin's Meadow filed in Book L of Plats at Page 774, Records of Kootenai County, North 88°32'50" West a distance of 330.95 feet to the northwest corner of the East half of said Tract 43 of the Plat of Post Falls Irrigated Tracts, said point being the **True Point of Beginning**;

thence leaving said Existing City Limits of Post Falls and along the West line of said East half of Tract 43 of the Plat of Post Falls Irrigated Tracts and its extension thereof, South 00°42'07" West a distance of 681.68 feet to a point on the South Right-of-way of Bogie Drive at the northeast corner of the West half of Tract 54 of said Plat of Post Falls Irrigated Tracts;

thence along said South Right-of-way of Bogie Drive, North 88°34'03" West a distance of 331.00 feet to the northwest corner of said West half of Tract 54 being a point on said Existing City Limits of Post Falls;

thence along the East line of Tract 42 of the Plat of Post Falls Irrigated Tracts and its extension thereof and said Existing City Limits of Post Falls, North 00°42'23" East a distance of 681.79 feet to the northeast corner of said Tract 42 on said South line of the Plat of Corbin's Meadow and on said Existing City Limits of Post Falls;

thence along said South line of the Plat of Corbin's Meadow and on said Existing City Limits of Post Falls, South 88°32'50" East a distance of 330.95 feet to the **True Point of Beginning**;

said parcel containing 5.179 acres of land, more or less.

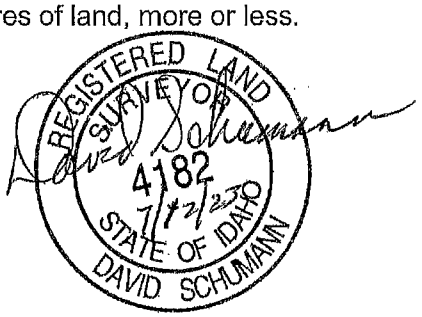
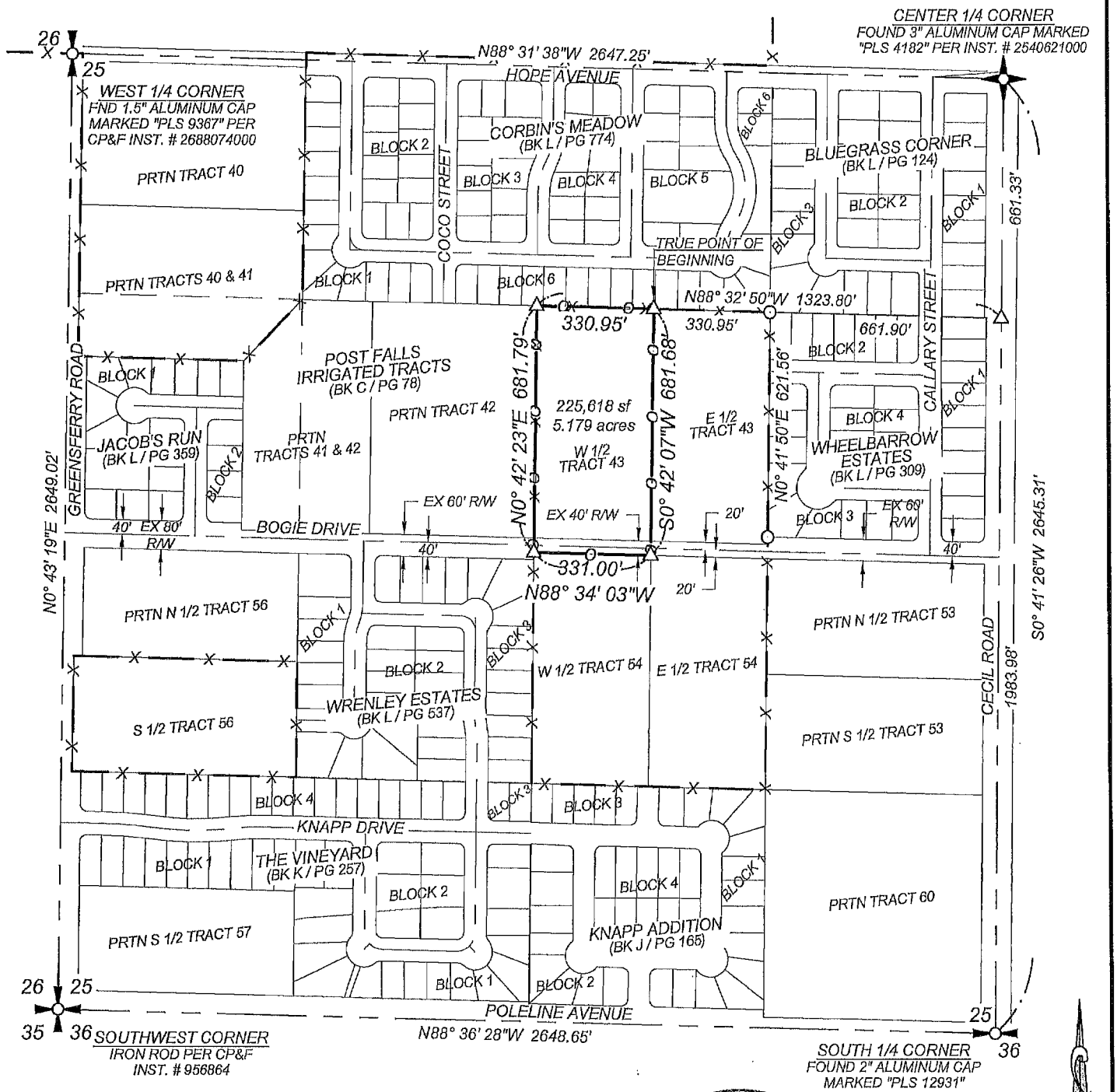


Exhibit A



LEGEND

- △ — CALCULATED POINT, NOTHING FOUND OR SET
- ○ — FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "JS PLS 9367"
- —— X —— X —— EXISTING CITY LIMITS
- ——o——o—— PROPOSED CITY LIMITS

REGISTERED LAND SURVEYOR
DAVID SCHUMANN
4182
7/14/23
STATE OF IDAHO

NORTH

SCALE: 1" = 400'

LAKE CITY ENGINEERING

126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

ANNEXATION EXHIBIT

WEST 1/2 OF TRACT 43 OF PLAT OF POST FALLS IRRIGATED TRACTS

SW 1/4 OF SEC. 25, T 51 N, R 5 W, B. M., KOOT. CNTY, IDAHO

DESIGNED BY:	DES
DRAFTED BY:	SMA
SCALE:	1" = 400'
DATE:	07/12/2023
JOB NO:	23-037
FILE: 23-037-ANNX XBT.dwg	

PLOTTED: Jul 12 2023 - 9:24am

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Victoria Howell, Purchasing/CSR

SUBJECT: Fixed Asset Disposal Zebra ID Badge Printer Asset 4652

ITEM AND RECOMMENDED ACTION:
Zebra ID Badge Printer to be disposed of as it sparks when it gets plugged in. It is no longer safe to be used by the City.

DISCUSSION:
None

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
None

APPROVED OR DIRECTION GIVEN:
None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
None

BUDGET CODE:
None

ATTACHMENTS:
1. 4652 Disposal Form

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME HR DEPT.# 001.418 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:
☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☐ VEHICLE (Enter Mileage) _____
☐ OTHER IMPROVEMENTS_____

CONTROLLABLE ASSETS (UNDER $5,000 COST)
☑ MACHINERY & EQUIPMENT
☐ OTHER_____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Zebra ID Badge Printer.

Sparked when plugged in. No longer safe for City to use.

TAG# 4652 SERIAL # Z3J124600445 MODEL# Zebra

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☑ DESTROYED / DISPOSED
☐ SOLD AT AUCTION SELLING PRICE _____
☐ SOLD SELLING PRICE _____
☐ TRADED IN CASH VALUE/TRADE IN _____

☐ OTHER:_____

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

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

ESTIMATED REMAINING USEFUL LIFE 0 years

_____ _____

AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Rhonda Ellis, Admin Streets

SUBJECT: Fleet Division Request to Surplus Vehicles & Equipment

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ITEM AND RECOMMENDED ACTION:
Fleet Division request for approval to surplus/trade in various city vehicles & equipment

DISCUSSION:
Fleet Division request for approval to surplus/trade in various city vehicles & equipment

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Department budgets

BUDGET CODE:

ATTACHMENTS:
1. Fleet Disposals

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Admin/City Hall DEPT.# 424 DATE: _____ OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☐ MACHINERY & EQUIPMENT
- ☑ VEHICLE (Enter Mileage) 56,420
- ☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: A103

2014 Nissan Versa S Plus - LP# C16736

TAG# _____ SERIAL # 3N1CN7AP4EL852612 MODEL# Versa S Plus

REASON FOR DISPOSAL (MANDATORY):
- ☐ ABANDONED IN PLACE
- ☐ DESTROYED / DISPOSED
- ☑ SOLD AT AUCTION — SELLING PRICE _____
- ☐ SOLD — SELLING PRICE _____
- ☐ TRADED IN — CASH VALUE/TRADE IN _____

☐ OTHER: _____

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

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

ESTIMATED REMAINING USEFUL LIFE _____

_____ _____

AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: _____ OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☐ MACHINERY & EQUIPMENT
- ☑ VEHICLE (Enter Mileage) 51,644
- ☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: P111

2004 Ford F450 1-ton

TAG# _____ SERIAL # 1FDXF46S74ED47858 MODEL# F450

REASON FOR DISPOSAL (MANDATORY):
- ☐ ABANDONED IN PLACE
- ☐ DESTROYED / DISPOSED
- ☐ SOLD AT AUCTION — SELLING PRICE _____
- ☐ SOLD — SELLING PRICE _____
- ☑ TRADED IN — CASH VALUE/TRADE IN _____

☐ OTHER: _____

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

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

ESTIMATED REMAINING USEFUL LIFE _____

_____ _____

AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Urban Forestry DEPT.# 441 DATE: OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☐ MACHINERY & EQUIPMENT
- ☑ VEHICLE (Enter Mileage) 75,593
- ☐ OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: UF101

2007 Ford F150

TAG# SERIAL # 1FTRF12287NA46960 MODEL# F150

REASON FOR DISPOSAL (MANDATORY):
- ☐ ABANDONED IN PLACE
- ☐ DESTROYED / DISPOSED
- ☑ SOLD AT AUCTION — SELLING PRICE
- ☐ SOLD — SELLING PRICE
- ☐ TRADED IN — CASH VALUE/TRADE IN
- ☐ OTHER:
- ☐ LOST
  Please attach police report
- ☐ STOLEN
  Please attach police report

REPLACED YES NO
USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Streets DEPT.# 431 DATE: _____ OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☐ MACHINERY & EQUIPMENT
- ☑ VEHICLE (Enter Mileage) 238,462
- ☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: S217

2005 International Water/Mag truck

TAG# _____ SERIAL # 1HTMKAAN55H109190 MODEL# 4400

REASON FOR DISPOSAL (MANDATORY):
- ☐ ABANDONED IN PLACE
- ☐ DESTROYED / DISPOSED
- ☑ SOLD AT AUCTION — SELLING PRICE _____
- ☐ SOLD — SELLING PRICE _____
- ☐ TRADED IN — CASH VALUE/TRADE IN _____

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____

_____ AUTHORIZED SIGNATURE

_____ ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Water Dept DEPT.# 462 DATE: _____ OF DISPOSAL

CATEGORY OF ASSET:

- ☐ LAND
- ☐ BUILDING
- ☐ MACHINERY & EQUIPMENT
- ☑ VEHICLE (Enter Mileage) 66,887
- ☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER $5,000 COST)

- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: W115

2015 Ford F250

TAG# _____ SERIAL # 1FTBF2B63FED08599 MODEL# F250

REASON FOR DISPOSAL (MANDATORY):

- ☐ ABANDONED IN PLACE
- ☐ DESTROYED / DISPOSED
- ☑ SOLD AT AUCTION
- ☐ SOLD
- ☐ TRADED IN

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

- ☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____

_____ _____

AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks DEPT.# 443 DATE: _____ OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☑ MACHINERY & EQUIPMENT
- ☐ VEHICLE (Enter Mileage) _____
- ☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: P609

2005 Fox Trailer - 7' x 18' Tilt Deck

TAG# _____ SERIAL # 5DEFT182751002530 MODEL# 718

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

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

☐ OTHER: _____

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

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

ESTIMATED REMAINING USEFUL LIFE _____

_____ _____

AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Cemetary DEPT.# 442 DATE: _____ OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☑ MACHINERY & EQUIPMENT
- ☐ VEHICLE (Enter Mileage) _____
- ☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: C302

2004 John Deere Backhoe

TAG# _____ SERIAL # T0310SG943112 MODEL# 310 SG

REASON FOR DISPOSAL (MANDATORY):
- ☐ ABANDONED IN PLACE
- ☐ DESTROYED / DISPOSED
- ☐ SOLD AT AUCTION — SELLING PRICE _____
- ☐ SOLD — SELLING PRICE _____
- ☑ TRADED IN — CASH VALUE/TRADE IN _____

☐ OTHER: _____

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

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

ESTIMATED REMAINING USEFUL LIFE _____

_____ AUTHORIZED SIGNATURE

_____ ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Police Dept DEPT.# _____ DATE: _____ OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☐ MACHINERY & EQUIPMENT
- ☑ VEHICLE (Enter Mileage) 109,183
- ☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: PFPD 83

2005 Buick Century

TAG# _____ SERIAL # 2G4WS52J751127925 MODEL# Century

REASON FOR DISPOSAL (MANDATORY):
- ☐ ABANDONED IN PLACE
- ☐ DESTROYED / DISPOSED
- ☑ SOLD AT AUCTION — SELLING PRICE _____
- ☐ SOLD — SELLING PRICE _____
- ☐ TRADED IN — CASH VALUE/TRADE IN _____

☐ OTHER: _____

☐ LOST
Please attach police report

☐ STOLEN
Please attach police report

REPLACED YES ✓ NO _____

USEFUL LIFE OF ASSET INCREASED YES _____ NO _____

ESTIMATED REMAINING USEFUL LIFE _____

_____ AUTHORIZED SIGNATURE

_____ ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Police Dept DEPT.# _____ DATE: _____ OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☐ MACHINERY & EQUIPMENT
- ☑ VEHICLE (Enter Mileage) 111,000
- ☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: PFPD 95

2008 Dodge Charger

TAG# _____ SERIAL # 2B3KA43R68H326918 MODEL# Charger

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

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

- ☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____

_____ _____

AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Streets DEPT.# 431 DATE: _____ OF DISPOSAL

CATEGORY OF ASSET:
- ☐ LAND
- ☐ BUILDING
- ☐ MACHINERY & EQUIPMENT
- ☑ VEHICLE (Enter Mileage) 158572.0
- ☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER $5,000 COST)
- ☐ MACHINERY & EQUIPMENT
- ☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: S214

1993 Ford Dump Truck

TAG# _____ SERIAL # 1FDZU90X6PVA18394 MODEL# L9000

REASON FOR DISPOSAL (MANDATORY):
- ☐ ABANDONED IN PLACE
- ☐ DESTROYED / DISPOSED
- ☑ SOLD AT AUCTION — SELLING PRICE _____
- ☐ SOLD — SELLING PRICE _____
- ☐ TRADED IN — CASH VALUE/TRADE IN _____

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____

_____ _____

AUTHORIZED SIGNATURE ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shannon Howard, City Clerk

SUBJECT: Acceptance of the Canvassed Election Results

ITEM AND RECOMMENDED ACTION:
Accept the Canvassed Election results from the Kootenai County Elections Office.

DISCUSSION:
Per Idaho Code 50-412, the Canvassed Election results need to be entered into the minutes of the City Council.

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

APPROVED OR DIRECTION GIVEN:
Accept the Canvassed Election results from the Kootenai County Elections Office.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. 20231127101701468

Kootenai County Elections

Jennifer Locke • Clerk

1808 N 3rd St · P.O. Box 9000 · Coeur d'Alene, ID 83816-9000

Phone (208)446-1030 · Fax (208)446-2184

http://www.kcgov.us/elections · Email kcelections@kcgov.us

STATE OF IDAHO }
ss.
COUNTY OF Kootenai

We, the commissioners of the county and state aforesaid, acting as the **Board of Canvassers of Election,** convened on November 16th, 2023, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the Candidates and Ballot Questions as they appeared at the **Consolidated Election** held on **November 7, 2023** as shown by the records now on file in the County Clerk's office.

County Board of Canvassers

Attest: Jennifer Locke
Clerk

(County Seal)

CLERK OF 1ST DISTRICT
FIRST JUDICIAL DISTRICT-KOOTENAI COUNTY
OFFICE AUDITOR AND RECORDER
STATE OF IDAHO

E-31, Approved Secretary of State, January 2011

Kootenai County Elections

Jennifer Locke • Clerk

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http://www.kcgov.us/elections · Email kcelections@kcgov.us

STATE OF IDAHO }
ss.
COUNTY OF Kootenai

I, Jennifer Locke, Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the Candidates therein named as they appeared on the election ballot for the **Consolidated Election on November 7, 2023** for the **City of Post Falls** as shown by the record of the Board of Canvassers filed in my office this **16th** day of **November, 2023**.

Jennifer Locke
County Clerk

(County Seal)

CLERK OF 1ST DISTRICT
FIRST JUDICIAL DISTRICT-KOOTENAI COUNTY
OFFICE AUDITOR AND RECORDER
STATE OF IDAHO

E-30, Approved Secretary of State, January 2011

Kootenai County
November 7, 2023 Consolidated Election

	Voting Statistics				
Precinct	Total Number of Registered Voters at Cutoff	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted
201	1,625	14	1,639	469	28.6%
202	1,875	13	1,888	459	24.3%
203	1,820	21	1,841	560	30.4%
204	1,720	14	1,734	568	32.8%
205	1,535	12	1,547	542	35.0%
206	673	8	681	223	32.7%
207	696	17	713	204	28.6%
208	910	6	916	219	23.9%
301	1,344	12	1,356	393	29.0%
302	1,520	14	1,534	450	29.3%
303	1,660	6	1,666	470	28.2%
304	1,896	11	1,907	441	23.1%
305	1,224	12	1,236	330	26.7%
306	1,617	15	1,632	498	30.5%
307	1,554	16	1,570	451	28.7%
308	1,706	16	1,722	548	31.8%
309	1,533	22	1,555	540	34.7%
310	1,483	19	1,502	533	35.5%
311	822	13	835	234	28.0%
312	1,554	14	1,568	647	41.3%
313	1,626	21	1,647	692	42.0%
314	1,877	13	1,890	826	43.7%
315	1,436	12	1,448	530	36.6%
316	1,399	31	1,430	500	35.0%
317	1,661	12	1,673	488	29.2%
318	1,366	27	1,393	518	37.2%
319	1,579	18	1,597	689	43.1%
320	1,662	12	1,674	635	37.9%
321	1,558	21	1,579	706	44.7%
322	1,745	37	1,782	607	34.1%
323	1,264	15	1,279	297	23.2%
401	1,222	16	1,238	396	32.0%
402	1,532	10	1,542	432	28.0%
403	1,611	19	1,630	597	36.6%
404	1,469	16	1,485	634	42.7%
405	1,818	23	1,841	551	29.9%
406	1,381	21	1,402	567	40.4%
407	1,557	13	1,570	584	37.2%
408	1,610	11	1,621	464	28.6%
409	1,422	15	1,437	505	35.1%
410	1,440	17	1,457	729	50.0%
411	1,493	8	1,501	454	30.2%
412	1,404	7	1,411	538	38.1%
413	1,532	22	1,554	347	22.3%
414	1,528	22	1,550	450	29.0%
415	1,386	12	1,398	417	29.8%
416	1,327	9	1,336	502	37.6%
417	1,486	12	1,498	509	34.0%

Kootenai County
November 7, 2023 Consolidated Election

	Candidates							
	City of Post Falls							
	Council Member Seat 1			Council Member Seat 3		Council Member Seat 5		
Precinct	James Steffensen	Samantha Steigleder	Bobby Wilhelm	Rita Anderson	Joe Malloy	Joe Bodman	Cherilyn K Towne	Randy Westlund
308	0	1	0	0	1	0	0	1
323	26	62	6	15	78	31	8	53
501	32	107	21	26	133	37	11	110
502	43	110	47	49	148	53	26	117
503	124	228	75	87	336	158	35	230
504	83	158	32	55	214	100	22	147
505	87	222	37	62	285	95	33	219
506	61	134	68	53	205	90	30	137
507	74	133	118	77	243	108	36	176
508	73	176	18	38	222	65	29	169
509	87	175	48	58	256	94	30	189
510	47	101	27	55	120	46	33	94
511	86	201	65	71	271	111	41	191
512	56	173	32	55	208	75	26	163
513	47	219	29	35	258	74	21	197
514	82	189	56	48	274	98	19	206
515	43	132	33	46	163	45	35	131
516	119	213	62	79	316	151	41	201
517	31	55	13	16	85	42	6	53
518	2	16	6	5	19	6	3	15
Total	1,203	2,805	793	930	3,835	1,479	485	2,799

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Millsap Landing Annexation Agreement File No. ANNX-22-16

ITEM AND RECOMMENDED ACTION:
Approve the Annexation Agreement that corresponds with the approved Millsap Landing Annexation.

DISCUSSION:
This is for the annexation of approximately 5-acres of Single Family Residential R1 zoning generally located south of E. Bogie Drive, between N. Greensferry Road and N. Cecil Road.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
The Public Hearing was on June 15th and the Reasoned Decision was approved September 19th.

APPROVED OR DIRECTION GIVEN:
Bring back the Annexation Agreement

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
NA

BUDGET CODE:
NA

ATTACHMENTS:
1. Millsap Landing Annaxation Agreement

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Millsap Landing Annexation

(File No. ANNX-22-16)

THIS AGREEMENT is made this 5th day of December, 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 **Wild Horse Investments, LLC**, an Idaho Limited Liability Company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 14899 W. Stub Ave., Rathdrum, ID 83858.

WHEREAS, Wild Horse Investments, LLC, (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 Post Falls Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision of the Property, which is commonly known as Millsap Landing. A copy of the approved Reasoned Decision for the Millsap Landing subdivision is attached hereto as Exhibit "B"; 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 south of Bogie Drive, east of Greensferry Road and west of 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.

2.5 Compliance with Conditions of Approval: The conditions of approval for the subdivision of the Property attached as Exhibit "B" are expressly incorporated into this Agreement as

binding provisions. As such, Owner specifically agrees to fulfill each condition of approval as if each condition were specifically enumerated in this Agreement.

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 impare 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 will 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 Bogie Drive for 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 Bogie Drive for a half width right of way width of 40 feet measured from the existing right-of-way centerline of Bogie Drive.

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

By: _____
Ronald G. Jacobson, Mayor

Attest:

_____
Shannon Howard, City Clerk

Wild Horse Investments, LLC

By: _____
Michael D. Stegmann, Manager

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 04/24/2023 by **Michael D. Stegman** as the **Manager** of **Wild Horse Investments, LLC**, on behalf of whom the instrument was executed.

LOGAN ERNY
COMMISSION# 20170942
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 11/14/2023

_____
Signature of notary public

(Stamp above)

MILLSAP LANDING ANNEXATION LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the South Quarter Corner of said Section 25 from which the Center Quarter Corner of said Section 25 bears North 00°41'24" East a distance of 2645.58 feet;

Thence along the East line of the Southwest 1/4 of said Section 25, North 00°41'24" East a distance of 661.36 feet;

Thence leaving said East line, North 88°35'14" West a distance of 993.22 feet to the Southeast corner of the west half of Tract 54, Block 25 of the plat of Post Falls Irrigated Tracts as recorded in Book C, Pages 78-80, Records of Kootenai County, Idaho, and the point of beginning of this description;

Thence along said South line of the west half of said Tract 54 North 88°35'14" West a distance of 331.17 feet to the Southwest corner of said Tract 54;

Thence along said West line of the west half of said Tract 54 and the extension thereof North 00°42'38" East a distance of 681.87 feet to a point on the north line of the Right of Way of Bogie Drive;

Thence along said North Right of Way line of Bogie Drive South 88°34'01" East a distance of 331.05 feet;

Thence along said East line of the West half of said Tract 54 and the Northerly extension thereof South 00°42'02" West a distance of 681.75 feet to the Southeast corner of the West half of said Tract 54 and the point of beginning of this description.

ANNEXATION EXHIBIT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

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

GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch = 200 ft.

N
W E
S

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

PROJ #: 22-3384
DATE: 12/19/2022
DRAFTED BY:RK/WAL
REVIEWED BY: RK

- CIVIL
- STRUCTURAL
- [X] SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER

MILLSAP LANDING SUBDIVISION

ANNEXATION EXHIBIT

SHEET 1 OF 1

JOB NUMBER 22-3384

Millsap Landing Annexation
File No. ANNX-22-16

City Council

Reasoned Decision

A. INTRODUCTION:

APPLICANT: Ray Kimball, Whipple Engineering

LOCATION: Generally located south of E. Bogie Drive, between N. Greensferry Rd and N. Cecil Rd.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 4.88 acres, As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-6 Auth Letter
5. A-7 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFHD Comments
10. PA-2 YPL Comments
11. PA-3 KCFR Comments
12. PA-4 DEQ Comments
13. S-4 PZ Staff Report
14. S-5 Development Agreement
15. S-6 Minutes 4-11-2023
16. S-7 Zoning Recommendation
17. PA-6 PFHD Comments
18. PA-7 DEQ Comments
19. PC-1 Ellsworth Comments
20. PC-2 Parker Comments
21. PC-3 Mills Comments
22. City Council Memo
23. Testimony at the June 15, 2023, City Council public hearing including:

Jon Manley, Planning Manager

Mr. Manley presented the staff report. He testified that the applicant was seeking approval of an annexation request with the zoning designation of Single-Family Residential (R1) on approximately 4.88 acres. He noted that the subject property is located south of E. Bogie Dr. and between N. Greensferry Rd. and N. Cecil Rd.

Mr. Manley testified that the current land use is a large lot single family residential use, and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. He testified that water

will be provided by Ross Point Water District and the city of Post Falls will supply the wastewater service.

Mr. Manley said that the Future Land Use Map designates the area as Low-density residential. He submitted that the designation encompasses all types of single-family residential uses, up to eight dwelling units per acre.

Mr. Manley testified about the surrounding uses, explaining that to the north and east of the property are Kootenai County single family residential lots and to the south and west and there are other R1 Subdivisions in the city.

Mr. Manley testified that the property is next to Bogie Drive, which is classified as a minor collector roadway and that rights-of-way and easements conforming to the City's standards will be required along with a 10-foot sidewalk, drainage and utility easement. He noted that the local roadway connection will allow local circulation through the Knapp Subdivision to the south to Poleline Ave.

Mr. Manley testified that this lower density residential development is set further away from the higher intensity urban activities that are located along Seltice, Mullan and Highway 41.

Rob Palus, Assistant City Engineer

Mr. Palus explained that the eastern property line does not provide sufficient room to develop two-way traffic that would provide north-south connectivity. He testified that until the parcel to the east develops the road will be blocked off for vehicular traffic but will be open for pedestrians and bicyclists.

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball testified that future land use shows low-density residential and explained the proposed zoning upon annexation is R1, matching the surrounding properties. He reiterated that all the annexation criteria are met as Mr. Manley addressed. He stated that this request complies with the transportation master plan and the goals and policies of the Comprehensive Plan as described in the narrative. He stated the proposed zoning matches all the low density in the area and is approximately ½ a mile from higher intensity Highway 41 corridor.

Kathy Mills

Ms. Mills testified that the 5 surrounding neighborhoods between Poleline Avenue and Bogie Drive, Greensferry Road, and Cecil Road do not have any access to a park for their children. She stated that she had counted 35 children living in the neighborhood and testified that the closest parks are Tullamore Park at 0.6 miles away and Syringa Park at 1.3 miles away. However, both parks require crossing busy roads at Cecil Road and Greensferry Road. She requested that the Millsap property be considered to build a park and common area for the neighborhood. She testified that as building projects continue to grow, the traffic is increasing but safe places for children and recreational activities are decreasing. She stated the city's current level of service and standard is 16 acres of parkland per 1,000 people.

Rebuttal

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball testified that this annexation would connect Bogie Dr to the south through Knapp Addition to the high school and elementary school playfields and is centrally located to a lot of parks. He stated that he believes access to parks in this area is taken care of. He testified that this annexation is within the parameters of the city's park acquisition and comprehensive plans that supports its designation as R1 zone.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested Single-family Residential (R1) zoning on approximately 4.88 acres. The Future Land Use Map designates this area as Low Density Residential within the 41 North focus area.

The Council finds that evidence and testimony demonstrate that the R1 zoning is an implementing zone for the Low-Density Residential designation therefore the request is consistent with the Future Land Use Map.

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

Based on the testimony provided and the staff report, the Council finds the requested zone change is consistent with the following goals and policies contained in the comprehensive plan:

Goals:

Goal 5: *Keep Post Falls' neighborhoods safe, vital, and attractive.*

This proposal keeps with the character and unhurried pace of Post Falls neighborhoods and helps ensure those neighborhoods are kept safe, active, and aesthetically pleasing. This proposal will provide an attractive, pedestrian-friendly development with diverse housing types.

Goal 6: *Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.*

The City Council finds that this project will improve existing street networks by connecting Bogie Drive to Greensferry Road and Cecil Road as well as providing potential connectivity through Knapp Addition to Poleline Avenue as testified to by Jon Manley. While there will be no north-south connectivity to Hahn Street for two-way vehicular traffic until the property to the east is developed, it will be open for pedestrians and bicyclists. These connections will improve the efficiency and function of the city for both vehicles and pedestrians.

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

The Council finds that the additional R1 zoning supports the Post Falls community needs and its long-term sustainability by growing the local economy and providing housing amid a housing shortage.

Policies:

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

The Council finds that this site is currently undeveloped and under-utilized.

Policy 9: *Encourage annexation of County "islands" within the City, with priority given to areas:*

- *Surrounded by incorporated areas;*

  The subject property is adjacent to incorporated areas on both the west and

south sides.

- *That have readily available service infrastructure and capacity;*

  Ross Point Water is currently located along the property's frontage of Bogie Drive. Sanitary sewer is stubbed to the property's western boundary. Bogie Drive is paved west of the site and a short section (330') of unmaintained gravel roadway remains in the last section of county jurisdiction, east of the site.

- *That support increased development intensity near the urban core.*

  The site is located near the urban core and is approximately ¾ of a mile from Highway 41 and 1¼ mile from Mullan Ave.

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

Streets/Traffic:
Based on the staff report, the Council finds that Minor Collectors (Bogie Drive) are designed to accommodate traffic volumes of 1,500 - 5,000 vehicles per day.

Future traffic patterns to/from this site will be benefitted from the proximity to numerous Collector and Arterial Roadways that would distribute traffic from the subject site to SH41, Greensferry Road, and Cecil Road.

Compatibility with Existing Development and Future Uses:

The Council finds that the proposed residential use is compatible with other existing residential uses in the area.

Future Land Use Designation:

The Council finds that the Future Land Use Map depicts the land use designation for this area as Low Density Residential and R1 is an implementing zoning district.

Geographic/Natural Features:
The Council finds that the site is located over the Rathdrum Prairie Aquifer and contains no other geographic or other natural features that would adversely affect development of the site.

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

The Council finds this criterion inapplicable to this request.

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

The Council finds the request is located outside an intense urban activity area. The site is located near the urban core and is approximately ¾ of a mile from Highway 41 and 1¼ mile from Mullan Ave.

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

The Council finds this criterion inapplicable to the request.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COUNCIL:

ANNX-22-16, INITIAL ZONING: Based on the record developed during the public hearing process and the recommendation of the Planning and Zoning Commission, the City Council hereby approves the requested Single Family Residential (R1) zoning on the subject property's approximately 4.88 acres upon its successful annexation.

Date

Mayor

9/5/23

Attest

NOTICE OF RIGHTS:

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

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

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

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

CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: Acceptance of Sewer Easement - Farwest Steel

ITEM AND RECOMMENDED ACTION:
With approval of the Consent Agenda, City Council authorizes the Mayor's signature to accept a sanitary sewer easement along Seltice Way, as part of the Farwest Steel Project.

DISCUSSION:
With the development of the Farwest Steel facility, at 4301 W. Seltice Way, public sanitary sewer was required to be extended to the site. A sewer easement was required to allow for the placement, operation and access to the terminus of the sewer main that is located on private property. There are no costs associated with the acquisition of the easement.

***Draft attached. Original with signature to clerk prior to meeting.

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:
1. SHEN_32_23113008430

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that 4301 W. Seltice Way, LLC, a Limited Liability Company, 4301 W. Seltice Way, Post Falls, ID 83854, herein after termed "Grantor", for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, a municipal corporation of the state of Idaho, the "Grantee", whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation, and maintenance of an underground public sewer over, under, upon and across the following described property, to wit:

BEGINNING at a point that is on the North Right of Way line of Seltice Way, said point being North 00°55'11" West 37.90 feet and North 88°22'03" West, 330.14 feet from the Southeast Corner of Section 31;

Thence North 88°22'03" West along said Right of Way line, 341.23 feet;

Thence along a spiral right of way line that has a total deflection of 02°, with a Chord Bearing of North 89°50'36" West, 201.49 feet;

Thence westerly along a curve to the left that has a radius of 2914.79 feet, through a central angel of 01°52'09";

Thence leaving said North Right of Way line, North 02°27'21"West 21.27 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence North 39°42'51" West 6.70 feet;

Thence North 00°52'20" East 45.97 feet;

Thence North 89°07'40" West 20.00 feet;

Thence South 00°53'04" West 52.58 feet;

Thence easterly along a curve the right, from a point with a radial bearing of North 02°55'56" West, having a radius of 2,935.00 feet, through a central angle of 00°28'35" to the said True Point of Beginning of this description, containing 1,050 square feet of land, more or less.

USE RIGHTS AND RESPONSIBILITIES: Grantor retains all rights to use the easement area for any purpose not inconsistent with the easement granted herein, including without limitation the right to utilize the surface as a driveway.

MAINTENANCE: Any and all construction or maintenance performed by the Grantee in the Easement Area shall be done in a good and workmanlike manner. Grantee shall conduct all construction and maintenance activities in the Easement Area so as to minimize interference with Grantor's Property. Upon completion of any Grantee's construction work or maintenance activities in or around the easement, Grantee will promptly restore the surface area of the easement area, as nearly as is practicable, to the condition existing immediately prior to the work beginning.

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

DATED AND DONE this 30th day of November, 2023.

4301 W. Seltice Way, LLC
By: Farwest Steel Properties, Inc., Member

By: _____
Patrick Eagen - President

ACKNOWLEDGMENT

STATE OF OREGON)

:ss
County of LANE)

On this 30th day of November, before me, a Notary Public in and for said state, personally appeared Patrick Eagen known or identified to me to be the President of Farwest Steel Properties, Inc., member of 4201 W. Seltice Way, LLC, and executed the instrument on behalf of said Limited Liability Company.

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

OFFICIAL STAMP
DIANNA MAY DURAN
NOTARY PUBLIC-OREGON
COMMISSION NO. 999497
MY COMMISSION EXPIRES APRIL 27, 2024

Dianna May Duran
Notary Public for the state of Oregon
Residing at: Lane County, OR
Commission Expires: April 27, 2024

CITY OF POST FALLS

This sewer easement has been approved and accepted by the Post Falls City Council this _____ day of _____ 20___.

_____
Ronald G. Jacobson, Mayor

ATTEST:

_____
Shannon Howard, City Clerk

State Of Idaho)
: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, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

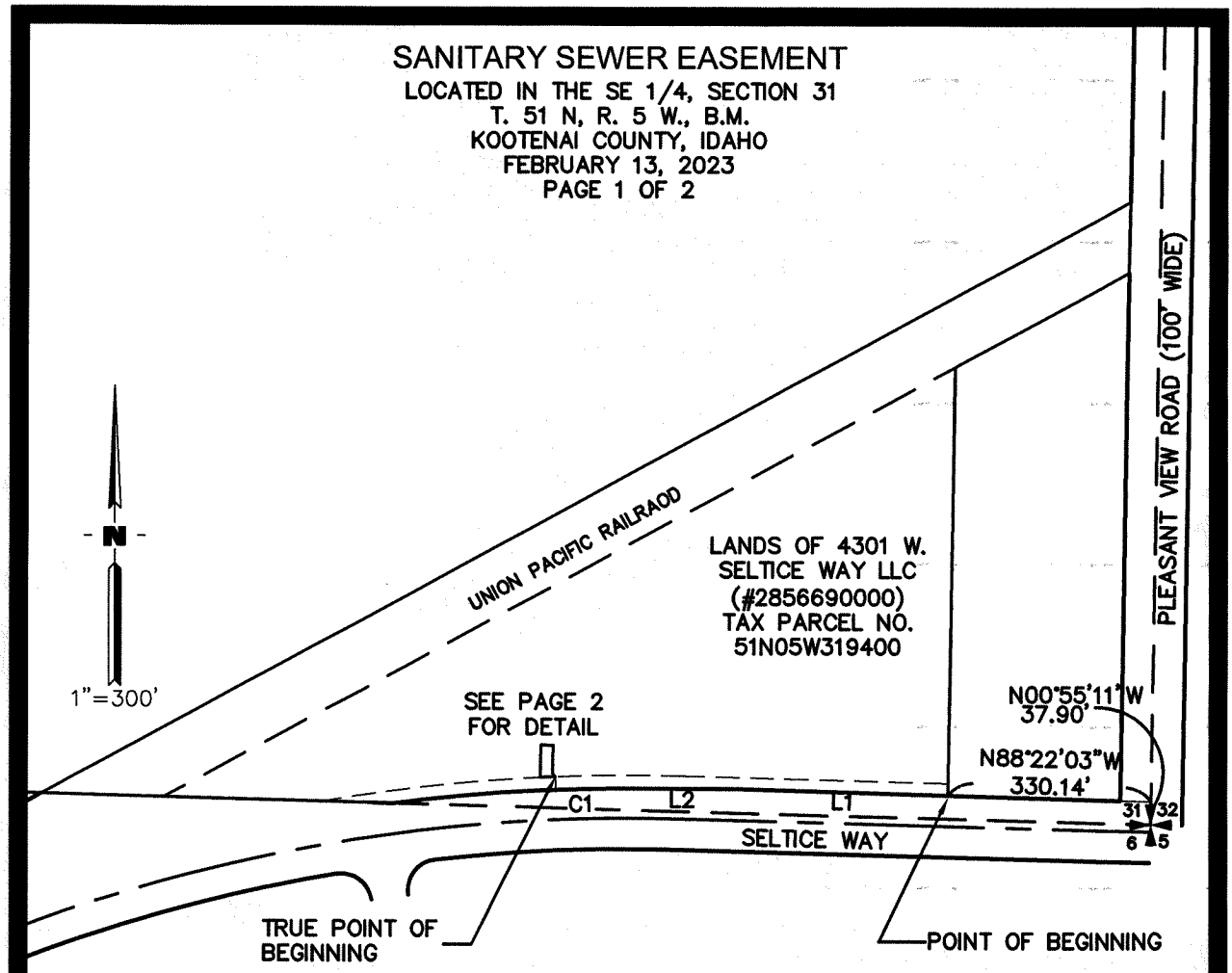
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

EXHIBIT "A"

SANITARY SEWER EASEMENT

LOCATED IN THE SE 1/4, SECTION 31
T. 51 N, R. 5 W., B.M.
KOOTENAI COUNTY, IDAHO
FEBRUARY 13, 2023
PAGE 1 OF 2



SURVEYOR'S CERTIFICATE

I, MITCHELL DURYEA, PROFESSIONAL LAND SURVEYOR NO. 8693 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS EXHIBIT WAS MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF FARWEST STEEL.

PROFESSIONAL LAND SURVEYOR REGISTERED 8693 STATE OF IDAHO MITCHELL DURYEA

2/14/23

MITCHELL DURYEA
P.L.S. NO. 8693

DURYEA & ASSOCIATES
2702 N. Perry Street
Spokane, WA 99207
JOB NO. 21-3041

SANITARY SEWER EASEMENT

LOCATED IN THE SE 1/4, SECTION 31
T. 51 N, R. 5 W., B.M.
KOOTENAI COUNTY, IDAHO
FEBRUARY 13, 2023

NOT TO SCALE

LANDS OF 4301 W.
SELTICE WAY LLC
(#285690000)
TAX PARCEL NO.
51N05W319400

TRUE POINT OF BEGINNING

L6
L7 L5
L4
C2 L3
C1 L2 L1

SELTICE WAY

55.00'

N02°55'56"W (R)

STREET DEDICATION &
UTILITY EASEMENT
(BY SEPERATE INSTRUMENTS)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°22'03"W	341.23'
L2	N89°50'36"W	201.49'
L3	N02°27'21"W	21.27'
L4	N39°42'51"W	6.70'
L5	N00°52'20"E	45.97'
L6	N89°07'40"W	20.00'
L7	S00°53'04"W	52.58'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	2914.79'	1°52'09"	95.08'
C2	2935.00'	0°28'35"	24.42'

DURYEA & ASSOCIATES
2702 N. Perry Street
Spokane, WA 99207
JOB NO. 21-3041

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Black Bay Phase 1 Construction Agreement

ITEM AND RECOMMENDED ACTION:
The Parks Department is seeking council approval for the mayor to sign an agreement with Big Sky Corp for the construction of 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, design documents have been completed, validated, and adopted by the council, state and federal permits have been obtained, and a LWCF grant has been accepted.

On November 9, 2023, the City opened bids for Black Bay Phase 1 Park Improvements. Big Sky Corp was the lone bidder for phase 1 at $2,558,965.00. The Engineer's Estimate for construction was $2,350,000.00 (from 2022). After review, Ardurra and City staff believe the bid to be responsive and recommend the project be awarded to Big Sky Corp. This scope will include the replacement of the existing park entrance including the arrival plaza and pavilion shelter, regrading of existing park hillside and lawn area, complete reconstruction of the south asphalt trail including re-grading to meet ADA requirements and repaving, upgrades to the beach area, construction of a boardwalk at the entrance of the bay area, and construction of rip rap as armoring along designated areas of the Black Bay shoreline as well as stake plantings and a root wads and construction of an MSE wall for erosion control. Staff is also seeking council approval for a contingency of 5 percent in the amount of $127,948.25 for potential change orders of unforeseen conditions for a total construction amount of $2,686,913.25. Change orders utilizing the contingency funds will require approval and signature by the Parks and Recreation Director or his designee.

Additionally, staff is seeking council approval for the contract with Civitas for construction administration, observation, and staking for $220,120.00. Civitas will provide contract administration such as submittal review, review and preparation of contractor pay requests, and preparation of change order documentation. Civitas will also provide construction observation such as construction diaries, materials review, testing procedure, workmanship observation, quantity tracking, erosion and sediment control compliance, punch list, and substantial and final inspections, and construction staking for elevations and construction locations.This contract will be billed based on actual working hours, and it is assuming 24 weeks of construction.

The funding source for these contracts will be Park Impact Fees, LWCF Grant, and Park Trust funds.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
1. 08-15-23: Black Bay Phase 1 Update
2. 11-07-23: Black Bay LWCF Grant Acceptance

APPROVED OR DIRECTION GIVEN:
The council approved or provided direction to proceed with the previously mentioned items.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$2,507,033.25 - Park Impact Fees and LWCF Grant
$400,000.00 - Park Trust
$2,907,033.25 - Total (Construction, 5% Contingency, and CA Contract)

BUDGET CODE:
038-443.0000.62040
038-443.0000.94070

ATTACHMENTS:
1. Ardurra Recommendation of Award
2. 2023.11.30 Legal Services Memo-signed
3. Bid Summary
4. Black Bay Notice of Award for Big Sky
5. Black Bay Construction Agreement with Big Sky Corp
6. Black Bay CA Agreement with Civitas

ARDURRA

November 9, 2023

Robert Quinn
City of Post Falls
408 N. Spokane St.
Post Falls, ID 83854
rquinn@postfallsidaho.gov

RE: 2023 Black Bay Park Phase I Bid

Subject: Engineer's Recommendation of Award

Dear Robbie:

As specified, the sealed bid received November 9, 2023, was publicly opened and read aloud. One (1) bid was received for the project. The following table is a summary of bids received:

Contractor	Bid
Big Sky Corp.	$2,558,965.00

We have reviewed the bid that was submitted. There were some minor errors in the bid. The bidder did not state the bid unit price of each item in words and numerals in accordance with Instruction for Bidders, Section 12.2 within the Bidding Information of the contract documents. There appears to be no math errors or discrepancies in the indicated sum of any bid item or bid total. The Mobilization bid item #1 in both Bid Schedule A and B exceed the maximum 5% of the total bid. Bid Schedule A's mobilization bid item is 10% of the total bid amount. Bid Schedule B's mobilization bid item is 7% of total bid amount.

It appears that Big Sky Corp. is the low, responsible bidder and we recommend award be made to them. A bid summary and detailed bid tabulation are enclosed for your review. This award should be made contingent upon City of Post Falls review and approval.

Should you have any questions regarding the bid, bid results, and subsequent award process, please call.

Sincerely,
Ardurra

Zachary J Thompson, P.E.
Project Manager

Attachments: Bid Summary
Bid Tabulations

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

Memorandum of Legal Counsel

To: Robert Quinn – Parks Planner
From: Field K. Herrington, City Attorney
Date: November 30, 2023
Re: November 9, 2023, Bid Opening – Black Bay Park Phase I

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about November 9, 2023, I received copies of one (1) bid that were received and opened by the City Clerk, Shannon Howard at or about 10:00 on November 9, 2023.

The bids consisted of one bid from Big Sky Corp. ($2,558,965.00).

I have reviewed the submittal from the only and apparent low bidder, Big Sky Corp. Based upon the bit total sheet, Big Sky Corp. appears to be the lowest responsive bidder.

My review of the Big Sky Corp bid leads me to conclude, on a purely legal level, that Big Sky Corp. is the lowest responsive bidder, and if the City intends to award the bid, then the bid should be awarded to Big Sky Corp. My conclusion is based upon the following information:

1. I have reviewed the bid submittal from the City Clerk. It appears that the submittal by Big Sky Corp was timely.
2. The submittal was provided on the required form and with the required attachments:
    a. Completed proposal;
        i. It is noted that there were some minor errors in the bid documents, as referenced in the Engineer's Recommendation of Award. The City has the right to waive informalities and to negotiate terms with the successful bidder. In this case, the errors or irregularities are minor, and there appear to be no math errors or discrepancies in the indicated sums of any bid item or total. I recommend that the City waive those informalities.
    b. 5% Bid Bond;
    c. Bidder information;
    d. List of required subcontractors with the requisite license information. I would note that no HVAC subcontractor was provided as there is no HVAC work contemplated;
    e. Executed Non-Collusion Affidavit;

f. The attestations and documents were executed by the president of the corporation, who has the authority to sign on behalf of the Corporation.
g. Executed Anti-Discrimination Affidavit; and

3. I researched the Public Works License of Big Sky Corp. to confirm the validity of the license, the level of the license, and the approved types of work. Big Sky Corp. is a licensed Public Works Contractor with an "Unlimited" license No. 002207. I have attached a copy of the license information for your records.

Based upon my review Big Sky Corp. is compliant with Idaho Law, and the City of Post Falls Procurement standards, and is the lowest responsive bidder at $2,559,965, which is $208,965 higher than the Engineer's Estimate.

I did not review the plans' details or specifications. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to hypothesize on the technical aspects.

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

Very Truly Yours,

Field K. Herrington

Field K. Herrington
City Attorney

Enclosures

Print

Company Name	License Number	Work Category	License Type	License Class	Status	Applicant Name	Owner Name	Company Address	Company City	Company State	Company Zip Code	Phone	Expiration Date	Parent License Number
Big Sky ID, Corp.	002207	00001	1	UNLIMITED	ACTIVE	Big Sky ID, Corp.		10063 Navion Dr	HAYDEN	ID	83835	(208) 772-9646	6/30/2024	

BID SUMMARY

PROJECT TITLE:	Black Bay Park Phase I
PROJECT LOCATION:	Kootenai County, Idaho
PROJECT NUMBER:	190551
OWNER:	The City of Post Falls
ENGINEER:	Ardurra
BID OPENING:	November 9, 2023, 10:00am
BID LOCATION:	City of Post Falls, Council Chambers

BID INFORMATION:

		Bidder #1
CONTRACTOR:	ENGINEER'S ESTIMATE	Big Sky Corp.
Bid Schedule A		X
Bid Schedule B		X
Bidder's Checklist		X
Required Bid Security		X
Designation of Subcontractors		X
Non-Collusion Affidavit		X
Anti-Discrimination Affidavit		X
Affidavit of Payment or Securement of All Taxes		X
Non-Discrimination Exhibit C		X
Bid	**$2,350,000**	**$2,558,965.00**
Corrections		**$0.00**
Corrected Total	**$ 2,350,000.00**	**$2,558,965.00**
Responsive Bidder		Yes
Bidder Rank		**1**

CITY OF POST FALLS
Black Bay Park Phase 1
BID SCHEDULE A
Tabulations of Bids
November 9, 2023

			Big Sky Corp.	
Item Description	**Quantity**	**Units**	**Unit Price**	**Amount**
Mobilization (not to exceed 5% of Total Bid)	1	LS	$ 122,500.00	$ 122,500.00
Quality Control	1	LS	$ 18,622.00	$ 18,622.00
Dust Control	1	LS	$ 4,545.00	$ 4,545.00
Silt Fence	925	LF	$ 6.00	$ 5,550.00
Water Bars	2	EA	$ 264.00	$ 528.00
Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$ 9,328.00	$ 9,328.00
6-ft Chain Link Temporary Construction Fence	1,510	LF	$ 28.00	$ 42,280.00
Temporary Construction Security Fence	1,370	LF	$ 4.00	$ 5,480.00
Pavilion	1	LS	$ 123,930.00	$ 123,930.00
Pedestrian Light	2	EA	$ 8,905.00	$ 17,810.00
Removal of Obstructions	1	LS	$ 2,082.00	$ 2,082.00
Removal of Existing Asphalt Pavement	1,604	SY	$ 5.00	$ 8,020.00
Removal of Retaining Wall	1	LS	$ 5,597.00	$ 5,597.00
Removal of CMU Block Wall and Temporary Restroom	1	LS	$ 1,096.00	$ 1,096.00
Removal of Existing Gravel - Beach Area	1	LS	$ 1,155.00	$ 1,155.00
Excavation to Embankment	651	CY	$ 17.00	$ 11,067.00
General Structural Fill	476	CY	$ 56.00	$ 26,656.00
Waste Material	19	CY	$ 41.00	$ 779.00
Rock Excavation	189	CY	$ 99.00	$ 18,711.00
Crushed Aggregate Base	125	SY	$ 22.00	$ 2,750.00
Import Material	30	CY	$ 61.00	$ 1,830.00
Clearing and Grubbing	2,722	SY	$ 7.00	$ 19,054.00
Trenching and Backfill	668	LF	$ 6.00	$ 4,008.00
Pipe Bedding	1,411	LF	$ 10.00	$ 14,110.00
French Drain System	1	LS	$ 2,060.00	$ 2,060.00
Stormwater Drain System	1	LS	$ 2,756.00	$ 2,756.00
Single Barrel Drywell	2	EA	$ 3,170.00	$ 6,340.00
2" HDPE DR-7 Water Pipe	238	LF	$ 7.00	$ 1,666.00
3/4" HDPE DR-9 Water Pipe	25	LF	$ 7.00	$ 175.00
2" 90° Elbow	1	EA	$ 77.00	$ 77.00
2"x2"x3/4" Tee	1	EA	$ 89.00	$ 89.00
2" Stop and Waste Valve	1	EA	$ 757.00	$ 757.00
Asphalt Pavement	114	TONS	$ 461.00	$ 52,554.00
Topsoil	526	CY	$ 51.00	$ 26,826.00
Curb and Gutter/Straight Curb	562	LF	$ 70.00	$ 39,340.00
Drainage Curb Cut	4	EA	$ 430.00	$ 1,720.00
Concrete Seatwalls	58	LF	$ 596.00	$ 34,568.00
Fence	22	LF	$ 326.00	$ 7,172.00
Bench - Wood Topper	6	EA	$ 3,439.00	$ 20,634.00
BBQ Grill	1	LS	$ 17,947.00	$ 17,947.00
Drinking Fountain	1	EA	$ 10,215.00	$ 10,215.00
Firepit	2	EA	$ 30,778.00	$ 61,556.00
Harvest Table - Standard	1	EA	$ 9,951.00	$ 9,951.00
Harvest Table - ADA	2	EA	$ 9,514.00	$ 19,028.00
Litter Receptacle	3	EA	$ 3,377.00	$ 10,131.00
Recycling Receptacle	3	EA	$ 3,377.00	$ 10,131.00
Entry Sign	1	EA	$ 32,396.00	$ 32,396.00
Wayfinding Sign	2	EA	$ 1,888.00	$ 3,776.00
Electrical Upgrades	1	LS	$ 23,290.00	$ 23,290.00
Utility Electrical Service to Site	1	LS	$ 24,500.00	$ 24,500.00
Concrete Sidewalk	1,470	SF	$ 15.00	$ 22,050.00
4" Concrete Paving (integral color)	153	SF	$ 30.00	$ 4,590.00
Landscape Irrigation	1	LS	$ 56,557.00	$ 56,557.00
Mineral Mulch	17	CY	$ 172.00	$ 2,924.00
Organic Mulch	61	CY	$ 34.00	$ 2,074.00
Crushed Stone Paving with Stabilizer	3,108	SF	$ 5.00	$ 15,540.00
Boulders - Type A: 6’ x 6’ x 5’	16	EA	$ 828.00	$ 13,248.00
Boulders - Type B: 5’ x 4’ x 4’	85	EA	$ 414.00	$ 35,190.00
Boulders - Type C: 3’ x 3’ x 3’	106	EA	$ 207.00	$ 21,942.00
Natural Logs	6	EA	$ 345.00	$ 2,070.00
Boulder Stepping Stone	10	EA	$ 621.00	$ 6,210.00
Steel Edger	252	LF	$ 21.00	$ 5,292.00
Tackified Aggregate	2,373	SF	$ 5.00	$ 11,865.00
Seeded Turf	11,837	SF	$ 2.00	$ 23,674.00

Seeded Native Grass Mix	5,020	SF	$ 2.00	$ 10,040.00
Shrubs (1 Gal.)	59	EA	$ 69.00	$ 4,071.00
Shrubs (5 Gal.)	63	EA	$ 117.00	$ 7,371.00
Perennials(1 Gal.)	303	EA	$ 69.00	$ 20,907.00
Ornamental Grasses 1 Gal.	406	EA	$ 69.00	$ 28,014.00

Total Bid Schedule A $ 1,180,772.00

CITY OF POST FALLS
Black Bay Park Phase 1
BID SCHEDULE B
Tabulations of Bids
November 9, 2023

			Big Sky Corp.	
Item Description	**Quantity**	**Units**	**Unit Price**	**Amount**
Mobilization (not to exceed 5% of Total Bid)	1	LS	$ 92,500.00	$ 92,500.00
Quality Control	1	LS	$ 13,105.00	$ 13,105.00
Dust Control	1	LS	$ 2,272.00	$ 2,272.00
Silt Fence	100	LF	$ 6.00	$ 600.00
Rip Rap	704	SY	$ 175.00	$ 123,200.00
Stake Plantings	369	LF	$ 34.00	$ 12,546.00
Root Wad	1	EA	$ 1,379.00	$ 1,379.00
Boardwalk	1	LS	$ 716,474.00	$ 716,474.00
Floating Boardwalk	1	LS	$ 55,315.00	$ 55,315.00
MSE Wall	1	LS	$ 240,020.00	$ 240,020.00
Solar Light	3	EA	$ 10,275.00	$ 30,825.00
Excavation to Embankment	483	CY	$ 17.00	$ 8,211.00
General Structural Fill	69	CY	$ 62.00	$ 4,278.00
Import Material	16	CY	$ 199.00	$ 3,184.00
Clearing and Grubbing	405	SY	$ 14.00	$ 5,670.00
Bench - Freestanding	4	EA	$ 3,562.00	$ 14,248.00
Boulders - Type A: 6’ x 6’ x 5’	51	EA	$ 960.00	$ 48,960.00
Seeded Native Grass Mix	129	SF	$ 41.00	$ 5,289.00
Shrubs (5 Gal.)	1	EA	$ 117.00	$ 117.00

Total Bid Schedule B $ 1,378,193.00

NOTICE OF AWARD

Dated:_____

TO: Big Sky ID Corp

(BIDDER)

ADDRESS: 10063 Navion Drive, Hayden, ID 83835

OWNERS' CONTRACT NO._____

CONTRACT FOR: Black Bay Park Phase 1

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated November 9 , 2023 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Black Bay Park Phase 1.

The Contract Price of your contract is $ 2,558,965.00 .

Three copies each of the proposed Agreement and Contract Bond Forms accompany this Notice of Award.

1 sets of the Construction Specifications and Drawings will be delivered separately or otherwise made available to you immediately. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award that is by _____, 2023.

1. You must deliver to the OWNER 3 fully executed counterparts of the Agreement including all required bonds.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, paragraph 17, General Conditions, Article 6 and Supplemental Conditions, Section 1000.

3. You must deliver with the executed Agreement the Certificates of Insurance as specified in the Instructions to Bidders, paragraph 17, General Conditions, Article 6 and Supplemental Conditions, Section 1000.

4. The Contractor shall have possessed and retained a valid Idaho Public Works Contractor's License of the appropriate classification at the time of bid submittal.

5. The Contractor shall assure that the Subcontractor(s) have possessed and retained a valid Idaho Public Works Contractor's License of the appropriate classification at the time of bid submittal.

COPY to ENGINEER
(Use certified Mail,
Return Receipt Requested)

6. The Contractor should be prepared to receive a Notice to Proceed with an effective date for commencement of construction on _____.

7. Other Conditions and Precedents:

    a. Complete Public Works Contract Report (WH-5) and submit to Idaho State Tax Commission within thirty days of award.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within thirty days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

ACCEPTANCE OF AWARD

City of Post Falls, Idaho	Big Sky ID Corp
(OWNER)	(CONTRACTOR)
By:_____	By:_____
(AUTHORIZED SIGNATURE)	(AUTHORIZED SIGNATURE)
Mayor	
(TITLE) (DATE)	(TITLE) (DATE)

COPY to ENGINEER
(Use certified Mail,
Return Receipt Requested)

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of_____ the year 2023 by and between **The City of Post Falls,** (hereinafter called OWNER) and Big Sky ID Corp , (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described by Schedule, or part thereof as identified in the Notice of Award as follows:

Black Bay Park Phase 1

Schedule A – Complete replacement of existing park entrance driveway including concrete sidewalk installation and entry planting beds, construction of an arrival plaza and pavilion, upgrades to plaza area including: furnishings, firepit, lighting, retaining wall, boulders and logs, and drywell; regrading of existing park hillside and lawn area including demolition of existing CMU wall, installation of boulders along hillside and boulder play cave, complete reconstruction of the south asphalt trail including regrading to meet ADA requirements and repaving, and upgrades to the beach area including: furnishings, regrading and with new fill. All construction includes stormwater and drainage improvements and treatment, upgrade to the electrical service provided to the park, installation of a domestic water line, and installation of a new gas propane tank, gas line, propane tank fence enclosure.

Schedule B – Construction of rip rap as armoring along designated areas of the Black Bay shoreline as well as stake plantings and a root wad, construction of an MSE wall, construction of a boardwalk with solar lights and floating boardwalk at the entrance of the bay area, and installation of boulders with riprap zone at beach.

Article 2 ARCHITECT

The Project has been designed by Civitas, 1200 Bannock Street, Denver, CO 80204, who is hereinafter called ARCHITECT and who will assume all duties and responsibilities and will have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 CONTRACT TIME

3.1 Work encompassed by this Agreement as identified in Article 1 above shall be Substantially Complete, as defined in paragraph 1.01 and as stated in paragraph 15.03 of the General Conditions; and shall be Complete and ready for Final Payment, in accordance with paragraph 15.06 of the General Conditions; in accordance with the following:

Substantial Completion	Final Completion	Liquidated Damages per Calendar Days
180 Calendar Days	190 Calendar Days	$1500 after Substantial Completion $500 after Final Completion

3.2 Contractor shall complete all work related to the Black Bay shoreline including rip rap/armoring, MSE wall construction, root ball installation, water bars, stake plantings, and all other associated construction activities during the specified work window of January 15, 2024, through March 15, 2024. Black Bay's annual low water elevation will begin to rise after this work window is complete.

3.3 The Contractor will be given authorization to commence construction upon issuance of the Notice to Proceed. The Contract Time shall commence upon the Notice to Proceed date as described in the Section 01000 Special Provisions.

3.4 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount(s) specified in Paragraph 3.1 for each phase for each day that expires after the time specified in Paragraph 3.1 for Final Completion of each phase until each phase of the Work is complete.

Article 4 CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: See copy of CONTRACTOR'S BID (and attachments) marked Exhibit 1, attached.

Article 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions on or about the 26th day of each month. Applications for Payment will be processed by ARCHITECT as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ARCHITECT, during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 15.01 of the General Conditions.

5.1.1. Prior to Final Completion, progress payments will be in an amount equal to 95% of the Work completed, less aggregate of payments previously made and less such amounts as ARCHITECT shall determine in accordance with paragraph 15.01 of the General Conditions.

5.1.2 The CONTRACTOR is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 45 (forty-five) days from the date of approval of the payment request by the Owner.

5.1 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by ARCHITECT as provided in said Paragraph 15.06.

5.2 Payments to Subcontractors. The CONTRACTOR agrees to pay each subcontractor it contracts with to perform any portion of the work for satisfactory performance of its contract no later than 30 days from the receipt of each payment the CONTRACTOR receives from the OWNER. The CONTRACTOR agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. Failure by the CONTRACTOR to carry out these requirements shall be a material breach of this Agreement.

Article 6 INTEREST

All moneys not paid when due hereunder shall bear interest at the legal rate set by 28-22-104, Idaho Code.

Article 7 CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

7.2 CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

7.4 CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

7.5 CONTRACTOR has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.

7.6 Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7.7 CONTRACTOR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7.8 CONTRACTOR has given ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

7.9 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.10 CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Article 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR consist of the following:

8.1 This Agreement, pages 1 to 10 , inclusive.

8.2 Performance and Payment Bonds.

8.3 Certificates of Insurance.

8.4 Notice of Award.

8.5 Construction Documents and Specifications bearing the title: **Black Bay Park Phase 1,** dated July 2023, to include, but not limited to Contract Documents, Specifications, General Conditions, and Supplementary Conditions - Owner and consisting of divisions and pages, as listed in Table of Contents, dated July 20, 2023 , thereof, copy of Table of Contents attached.

8.6 Drawings bearing the title: **Black Bay Park,** dated March 2023, consisting of sheets numbered L000 through S3.1, inclusive.

8.7 Addendums Numbered 1-3 , dated 10/20/2023, 11/06/2023, & 11/07/2023; **Black Pay Park Phase 1.**

8.8 CONTRACTOR's Bid, dated 11/09/2023, including Additional Bid Forms, attached.

8.9 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Field Order, Work Change Directive, Change Order, or Written Amendment as defined in Article 1 of the General Conditions. Copies of the appropriate forms are included in Section II of the document referenced in item 8.5 above.

Article 9 MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 Unless expressly agreed to elsewhere in the contract, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 10 OTHER PROVISIONS

10.1 Contractor's Certifications

10.1.1 Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.1.1:

10.1.1.1 "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

10.1.1.2 "fraudulent practice" means an intentional misrepresentation of facts made (a) to

influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

10.1.1.3 "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

10.1.1.4 "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.2 Other Provisions

10.2.1 The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:

10.2.1.1 To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;

10.2.1.2 That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

10.2.1.3 That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.

10.2.2 Pursuant to the provisions of section 63-1504 of the Idaho Code, before final

payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.

10.3 Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.

10.4 The CONTRACTOR shall not commence work on the project until receipt of the Notice To Proceed. Contract time shall commence on the effective date of the Notice to Proceed.

10.5 ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO: The clauses 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 acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

10.5.1 Boycotting Israel: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and the CONTRACTOR employs ten (10) or more persons, then the 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).

10.5.2 Government of China: CONTRACTOR certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

10.5.3 Contract with Abortion Providers: To the extent this Agreement is subject to the use of public funds, CONTRACTOR 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).

10.5.4 Employment of Bona Fide Idaho Residents: If this Agreement contemplates public works construction, CONTRACTOR agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on Black Bay Park Phase 1 in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If

CONTRACTOR employes less than fifty (50) employees on Black Bay Park Phase 1, CONTRACTOR may employ up to ten (10%) nonresidents on Black Bay Park Phase I. In all cases, CONTRACTOR agrees to give a preference to bona fide Idaho residents. The parties agree that if Black Bay Park Phase I involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf.

This Agreement will be effective on _____, 2023.

OWNER:

City of Post Falls

By:

Name: Ronald G. Jacobson

Title: Mayor

Date:

Address for giving notices:

408 N Spokane St, Post Falls, ID 83854

CONTRACTOR:

Big Sky ID Corp

By:

Name:

Title:

Date:

Attest

Address for giving notices:

License No.:

Agent for service of process:

Notary Public in and for the State

of

Residing at:

My Commission expires:

CITY OF POST FALLS:
City of Post Falls Idaho
C/O City of Post Falls Parks and Recreation
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: Jason Faulkner, Finance Director. Phone: (208) 773-3511
Email: jfaulkner@postfalls.gov

City Project Manager: Robbie Quinn, Parks Planner. Phone: (208) 773-0539.
Email: rquinn@postfalls.gov

CONSULTANT:
Civitas, Inc.
1200 Bannock Street, Denver, CO 80204
Firm Project Manager: Scott Jordan, Treasurer. Phone: (303) 571-0053
Email: sjordan@civitasinc.com

THIS AGREEMENT made and entered into by and between the 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 Civitas, Inc. having offices for the transaction of business at 1200 Bannock Street, Denver, CO 80204 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

W I T N E S S E T H:

WHEREAS, the City desires to obtain Landscape Architecture, Engineering, and Architectural services to conduct construction phase service for the oversight of Black Bay Phase 1 construction, within the City; and

WHEREAS, Civitas, Inc., the Black Bay Phase 1 design consultant, has been selected by the City to perform the construction administration work.

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 will be 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 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 authorized under state and local law to perform such services. The Consultant must coordinate work with the City Project Manager or their representative.

2.3. **PERSONNEL:** The Consultant represents that it has or will secure all personnel required to perform its services at its own expense 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 may not replace the Project Manager or other key employee(s) without obtaining the City's approval, which the City will not unreasonably withhold. 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 relevant specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that the City may 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. However, 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. The Consultant must provide notice of any such assignment or transfer 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 approvals according 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 required for the City's review and the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. **BASIS OF COMPENSATION**: Consultant will be paid at an hourly rate based on the rates listed in the budget section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable

expenses, will not exceed **$220,120.00** 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 are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include costs 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 offer any additional compensation, payment, use of facilities, service, or other value to the Consultant in connection with the performance of this Agreement. 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 the computation of the Consultant's price and may not be charged to the City.

3.4. **TIME OF PAYMENT:** Payments will be made monthly based on an invoice for services rendered and costs incurred during the previous month. Each invoice will contain the project or contract number and be sequentially numbered beginning with "Pay Request 1". The invoice will be addressed to the Project Manager at the above address. The invoice will be paid within thirty (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 includes applicable payment terms and any fees incurred by the Consultant through their financial institutions in taking any of the above-referenced payment methods. No additional fees or charges to the City shall apply unless otherwise pre-approved by the City.

3.6. **FINAL INVOICE:** 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 be closed and any budget balances deleted, the Consultant agrees that any further charges not adequately 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 coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this Agreement may not commence until evidence of all required insurance is provided to, and approved by, the City's Legal Department. 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 concerning activities under this Agreement. The policy must provide, and the certificate must reflect that the insurance afforded applies separately to each insured against whom a 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 Parks and Recreation, 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 the City of Post Falls, its officers, agents and employees, and any other entity required explicitly 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 prior written notice to the 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 from such failure, either by 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 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 under the terms of this Agreement through no fault of the Consultant.

5.2. **TERMINATION BY CITY:** The City may terminate this Agreement 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 the Consultant's itemized breakdown and documentation 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 from 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. The Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of the 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 Agreement 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 the 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 expressly 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 Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

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, 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 before expiration.

7.2. **CONSULTANT TO ASSIGN RIGHTS:** The Consultant hereby assigns to the City all rights, titles, and interests to the Materials. Upon request of the City, the Consultant will execute all papers and perform all other acts necessary to assist the City in obtaining and registering 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 a paper, electronic, or another 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, imitated or used for any purpose other than the performance of the Consultant's obligations under this Agreement without the prior written consent of the City 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 preceding 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 ordinary course of its business. The City further waives any claim against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after completing 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 infringes 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. In that case, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

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

7.8. **ARTICLE APPLICABLE TO SUBCONTRACTORS:** The Consultant shall ensure that the substance of the preceding subsections is included in each subcontract for the work under this Agreement.

ARTICLE 8. GENERAL CONDITIONS

8.1. **PAYMENT OF TAXES**: This Agreement 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 expressly 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 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 apply 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.

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 law shall be taken and construed as cumulative, 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 thereof, or the right of the City to enforce every such provision hereafter.

8.7. **HEADINGS**: This Agreement's Article and Section headings have been inserted solely for 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 or Sections 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 this 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 this Agreement or any other contract between the Consultant and the City including reasonable attorney fees and or any additional collection costs. The rights of the 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 their interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested or has any personal or financial interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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 parties' entire Agreement. 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 is incorporated herein by this reference.

8.17. **ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO:** The clauses 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 acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

a. **Boycotting Israel**: If payments under this Agreement exceed one hundred thousand dollars ($100,000) and the Consultant employs ten (10) or more persons, then the 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).

b. **Government of China**: Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

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

1. This Agreement; and
2. Exhibit "A" Scope of Work; and
3. Exhibit "B" Nondiscrimination Requirements

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: November ____, 2023

CONSULTANT

Scott Jordan, Treasurer
Civitas, Inc.

Date: November 29, 2023

State of Colorado)
: ss
County of Denver)

On this 29 day of November, 2023 before me, a notary for the State of Colorado, personally appeared Scott Jordan who, being by me first duly sworn, declared that they is a Treasurer of Civitas, Inc. that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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

SANDRA K. HENDON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174022787
MY COMMISSION EXPIRES NOVEMBER 17, 2025

Notary Public for the State of Colorado
Residing at: 1200 Bannock St. Denver, Co 80204
My Commission Expires: 11·17·2025

CIVI
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CONSULTING SERVICES AGREEMENT: PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES FOR BLACK BAY PARK PHASE 1

CIVITAS PROJECT# 2-18-0038

PROJECT INFORMATION

Owner:

City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854
208.457.3359
Robert Quinn

Landscape Architectural Consultant:

Civitas, Inc.
1200 Bannock Street
Denver, CO 80204
(303) 571-0053 phone
Scott Jordan, Principal in Charge
Jessica Doig, Project Leader

Subconsultant(s) to Civitas:

Civil Engineering
Ardurra Engineering
7950 N. Meadowlark Way Suite A
Coeur d'Alene, Idaho 83815
208-762-3644 phone
Zach Thompson

Architect
Bernardo Wills Architects PC
153 S Jefferson Street
Spokane, WA
509-838-4511 phone
Ryan Zane

Structural Engineering
BC Engineers
11917 N Warren Steet
Hayden, ID 83815
208-772-8424 phone
Eliasib Apodaca

SITE INFORMATION

Jurisdiction: City of Post Falls
Total Site Area: +/- 62 Acres
Total Project Construction Budget: $5,000,000

Task 1 CONSTRUCTION PHASE SERVICES **28 weeks**

GENERAL SCOPE OF SERVICES

Construction Phase Services

Civitas will work closely with The City and Ardurra throughout the construction process. Construction Phase services can range dramatically in scope and fee based on the final project delivery method. For the purposes of this proposal, we have assumed a typical Design/Bid/Build scenario where the Design Team will only be responsible for reviewing work in progress to determine if the installation is meeting design intent, responding to RFI's, reviewing submittals/mock-ups and issuing design changes. The design team will not be responsible for processing Contractor pay applications, or performing roles typically associated with an Owner's Representative. If at any point in the process the delivery method is changed, or the City requires the Design Team to perform services not specified in this proposal or services typically performed by an Owner's Representative, the Design Team will work with the City to negotiate an additional services agreement in the form of a scope/fee addition or deduction as required.

During construction, the Design Team will assist the City in the review of the work in process. We anticipate that this will include attendance at a Pre-Construction Meeting(s), review of submittals and shop drawings, and preparation of drawing clarifications as needed.

The Design Team anticipates regular visits by other consultants as necessary to the site during construction to review the work in progress. These visits will be documented with Field Reports. Members of the Design Team will attend periodic construction team planning sessions, initial site walks to punch list completed work, final site walk for final acceptance and warranty period site walk. In this phase we will prepare all necessary Field Reports, punch lists, prepare necessary change orders, and review all submittals and shop drawings.

Civitas Assumptions

Site Visits

Civitas will make site visits during construction review throughout the duration of construction. It is anticipated that more time will be spent on site during the final two months of construction.

- Site Visits 12

(Including: pre-construction visit, site walks, and final walk through)
Each trip assumes 2 total days with 1 night of hotel

Deliverables

- Field reports for construction progress
- Written and graphic RFI responses to field conditions
- Review of all submittals and shop drawings
- Responses to change orders
- Punch lists and final acceptance reviews and letters

Ardurra Assumptions

Construction Phase Service (Office):

- Assumes 2 hours per week for Project Manager and 2 hours per week for On-Site Representative, a total of 28 weeks of construction is anticipated.

Construction Phase Service (Field):

- Consultant will be on-site daily during construction, assuming twenty (20) weeks of construction at 20 hours per week for the on-site representative.

Construction Staking

Ardurra will provide one set of construction stakes for the following items:

a. Asphalt demo limits on Bay Street (construction drawings sheet C3). This scope assumes no more than 30 stakes.
b. Silt fence (sheet C3). This scope assumes 665 linear feet at 25-foot intervals or less.
c. Lawn and arrival plaza (sheet C4). Grading limits will be staked at major inflection points. Up to 50 grading stakes will be provided. Offset stakes will be set for four drainage structures and the outfall, with grades to top of structure and invert as appropriate.
d. Beach trail centerline (sheet C5). Stakes will be set at horizontal and vertical inflection points of the beach trail centerline, with cuts or fills to finished grade. This scope assumes that 40 stakes will be sufficient.
e. Nose of bay (sheet C6). Grading limits will be staked at major inflection points. Grading stakes for the beach trail entrance, and the beach alignment, section, and sample lines will be provided. This scope assumes that none of the locations requiring stakes is submerged. A total of 83 stakes are anticipated for these items.
f. Entrance walkway and gravel (sheet C7). Entrance walkway and gravel finished grade stakes will be provided for a total of 67 stakes. Offset stakes will be provided for the French drain, concrete retaining wall, water fountain, water structures, and water line, for a total of 18 stakes.
g. Basins #1 & #2 (sheet C8). Stakes will be provided for the basin limits & finished grades (30 stakes). Offset stakes will be set for drainage structures, curbs, and sign pad, for a total of 18 stakes.
h. Gas tank and lines, dry utility trench, 2” drain, and light poles (sheet C10) will be staked for a total of 30 stakes.
i. Rock armor limits (sheet C11). Limit stakes for rock armor will be set. This scope assumes that no locations requiring stakes will be submerged, and that a total of 20 stakes will be sufficient.
j. Concrete wall (sheet LL101). Offset stakes will be set. 6 stakes are assumed to be sufficient.
k. Shade structure (sheet LL102). Up to 8 stakes will be set for the location of the shade structure corners.
l. Boardwalk (sheet LL104). Up to 42 stakes for the location and/or alignment of the boardwalk(s) will be set as required. This scope assumes that none of the locations requiring stakes are submerged.

CIVITAS

DETAILED FEE BREAKDOWN

Bid Schedule A:

Construction Phase Services – Bid Schedule A

Civitas Fee	$ 40,000
Ardurra + Subconsultants	$ 88,000
Bernado Wills	$ 5,950
Sub-total design fees	$ 133,950

Reimbursable – Bid Schedule A

Civitas (including Travel)	$ 9,600
Ardurra	$ 805
Sub-total Reimbursable	$ 10,405

TOTAL CONSTRUCTION PHASE SERVICES FEE - SCHEDULE A **$ 144,355**

Construction Staking – Bid Schedule A

Ardurra	$ 17,650

Bid Schedule B:

Construction Phase Services – Bid Schedule B

Civitas Fee	$ 10,000
Ardurra + Subconsultants	$ 37,800
Sub-total design fees	$ 47,800

Reimbursable – Bid Schedule B

Civitas (including Travel)	$ 2,400
Ardurra	$ 345
Sub-total Reimbursable	$ 2,745

TOTAL CONSTRUCTION PHASE SERVICES FEE - SCHEDULE A **$ 50,545**

Construction Staking – Bid Schedule B

Ardurra	$ 7,570

ASSUMPTIONS

A. Review for warranty issues at Final Acceptance at the completion of the warranty period is included.

B. Only the services and meetings outlined above are included in this scope of work, if additional meetings or studies are required, an additional fee in the form of an additional services agreement will be required.

C. We have assumed a 24-week period for Construction Phase Services. Once a contractor has been selected and a construction schedule is completed, if the anticipated Construction period exceeds the anticipated timeframe by greater than 2 weeks, additional fees will be necessary and will need to be negotiated through an additional services agreement.

D. As-Built plans are not included.

FORM OF CONTRACT

Labor for the services described in this proposal would be provided under an hourly-not-to-exceed agreement, with subconsultants and reimbursable expenses included in the fee.

REIMBURSABLE EXPENSES

Normal reimbursable expenses include travel from Denver to Post Falls, printing, delivery services, and photo reproduction. Expenses will be billed at cost plus 10%. Printing multiple copies of approval and bid documents is not included.

TRAVEL

Travel from Denver to Post Falls is anticipated. Expenses related to such travel will be billed in accordance with other project reimbursable expenses as detailed above.

ADDITIONAL SERVICES

When the Owner or Client requests activities and/or work products that are above and beyond the Scope of Work in this proposal, an Additional Services request will be made by Civitas to the Owner/Client. This request must be approved by the Owner/Client prior to Civitas beginning the additional work. Based on the Owner's/Client's and Civitas' needs, the additional service may be considered an additional billing group or may be included in the overall contract amount.

BILLING RATES

Senior Principal	$300.00/hr
Principal	$250.00/hr
Project Director	$225.00/hr
Senior Project Leader I	$200.00/hr
Project Leader	$150.00/hr
Designer III	$130.00/hr
Designer II	$120.00/hr
Designer I	$110.00/hr
Tech/Clerical	$80.00/hr

ACCEPTANCE

Signature		Signature	
Date	November 21, 2023	Date	
Name	Scott Jordan - Treasurer	Name	
Company	Civitas	Company	
	1200 Bannock Street Denver, CO 80204		
Phone	(303) 571-0053	Phone	
Fax	(303) 825-0438	Fax	

Please sign and return a digital copy to Civitas Inc.

TERMS OF AGREEMENT

A. ORIGINAL AGREEMENT: The original Agreement for this project remains in effect with the exception of revisions to Scope and Fee agreed to within this Additional Services Authorization.

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.

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: 2023 Proposed Update to Post Falls Code Chapter 13.20 Wastewater Discharge Restrictions

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ITEM AND RECOMMENDED ACTION:
City Council reviews and comments on the updates to Post Falls Municipal Code Chapter 13.20.

DISCUSSION:
The Idaho Department of Environmental Quality (IDEQ) recently reviewed the City of Post Falls Industrial Pretreatment Program for compliance with State and Federal requirements. IDEQ made several recommendations to ensure municipal code accurately reflects program administrative procedures. In summary, the Code has been modified to correct the language deficiencies required by IDEQ.

Section 13.20.230 Wastewater Discharge Permits Contents discusses City requirements for Wastewater Discharge Permits. As required by IDEQ, two additions were added to ensure municipal code complies with 40 CFR 403.

The first addition relates to the Environmental Protection Agency's (EPA's) Streamlining Rules for Best Management Practices (BMPs). This Streamlining rule allows for BMPs to be treated as enforceable Pretreatment standards and therefore can be included in Wastewater Discharge Permits. A statement for the inclusion of BMPs is added to the list of wastewater discharge permit contents.

The second addition relates to the allowance of monitoring waivers for industrial users. Monitoring waivers are discussed in code however IDEQ identified that language discussing the process for requesting a monitoring waiver must be included in the wastewater discharge permit contents. This additional language is necessary to provide the City legal authority for granting the monitoring waivers to industrial users.

Finally, in section 13.20.140B, language was updated in reference to Accidental Spill Prevention Plans to note that Industrial Users must immediately notify the City after the discovery of a slug or accidental discharge. This changes from allowing 24-hrs to notify the City to immediately notifying the City as required by 40 CFR 403.

The presented final code has been reviewed by IDEQ and the City's legal staff to ensure the modifications capture the recommended changes and the code meets new formatting standards.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
NA

APPROVED OR DIRECTION GIVEN:
NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
None

BUDGET CODE:
NA

ATTACHMENTS:
1. SUO Draft ORD Utility 13.20 Update_legal reviewWW

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING MUNICIPAL CODE SECTIONS 13.20.140 AND 13.20.230 TO REQUIRE IMMEDIATE NOTIFICATION OF DISCHARGES OF REGULATED SUBSTANCES INTO THE WASTEWATER STREAM AND REQUIRING THAT WASTEWATER DISCHARGE PERMITS CONTAIN EFFLUENT LIMITS AND A WAIVER PROCESS; PROVIDING THAT THE REMAINING SECTIONS OF THE POST FALLS MUNICIPAL 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 recommendation of the Public Works Department on the hereinafter amendments, the Mayor and City Council deem it 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 13.20.140 subsection B is amended to read as follows:

13.20.140: ACCIDENTAL SPILL PREVENTION PLANS:

B. *Industrial Users* must notify the *POTW* immediately~~, but no later than twenty-four (24) hours,~~ after the discovery of a slug or accidental *Discharge* of substances regulated by this chapter. The notification must include location of *Discharge*, date and time thereof, type of waste, concentration and volume, and corrective actions. Any affected *Industrial User* shall be liable for any expense, loss, or damage to the *POTW*, in addition to the amount of any fines imposed on the city on account thereof under state or federal law. Within five (5) days following an accidental *Discharge*, the *Industrial User* must submit to the *Director* a detailed written report describing the cause of the *Discharge* and the measures to be taken by the *Industrial User* to prevent similar future occurrences. Such notification shall not relieve the *Industrial User* of any expense, loss, damage, or other liability which may be incurred as a result of damage to the *POTW*, fish kills, or any other damage to person or property nor shall such notification relieve the *Industrial User* of any fines, civil penalties, or other liability which may be imposed by this chapter or other applicable law.

SECTION 2. That Post Falls Municipal Code Section 13.20.230 subsection A is amended to read as follows:

13.20.230: WASTEWATER DISCHARGE PERMIT CONTENTS:

Wastewater Discharge Permits must include such conditions as are reasonably deemed necessary by the city to prevent *Pass Through* or *Interference*, protect the quality of the water body receiving the *Treatment Plant's* effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the *POTW*.

A. *Wastewater Discharge Permits* will contain the following conditions:

1. A statement that indicates *Wastewater Discharge Permit* duration, which in no event shall exceed five (5) years, and a specific date upon which the permit will expire.

2. A statement that the *Wastewater Discharge Permit* is non-transferable without prior notification to and approval from the city, and provisions for furnishing the new owner or operator with a copy of the existing *Wastewater Discharge Permit*;

3. ~~*Applicable Pretreatment Standards* (including local limits) and requirements, including effluent limits;~~ Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

4. Self-monitoring, sampling, reporting, notification, submittal of technical reports, compliance schedules, and record-keeping requirements. These requirements must include an identification of *Pollutants* to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law;

5. Requirement to report the results of monitoring of any regulated *Pollutant* that is conducted more frequently than required by the permit;

6. Requirement for immediate notification to the city where self-monitoring results indicate non-compliance;

7. Requirement to report a bypass or upset of a *Pretreatment* facility;

8. Requirement to report immediately to the city all *Discharges*, including *Slug Loading*s, which could cause problems to the *POTW*;

9. Requirement for the *SIU* who reports non-compliance to repeat the sampling and analysis and submit results to the city within thirty (30) days after becoming aware of the violation.

10. A statement of applicable civil, criminal, and administrative penalties for violation of *Pretreatment Standards* and requirements, and any applicable compliance schedule.

11. Requirements to control *Slug Loads*, if determined by the *Director* to be necessary.

12. Any grant of monitoring waiver by the city (Section 13.20.290 B) must be included as a condition in the user's permit.

13. The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with 13.20.290.B

SECTION 3. 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 4. 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 5. 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 6. 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]

The city of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which requires immediate notification of discharges of regulated substances into the wastewater stream and requires that wastewater discharge permits contain effluent limits and a waiver process. 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 requires immediate notification of discharges of regulated substances into the wastewater stream and requires that wastewater discharge permits contain effluent limits and a waiver process 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
NEW BUSINESS
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Solids Hopper Rehabilitation - Knife Gate Valve Purchase

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ITEM AND RECOMMENDED ACTION:
Council reviews and authorizes the purchase of four knife gate valves for the WRF Solids Hopper Rehabilitation project. If approved, a purchase order will be issued to complete the purchase.

DISCUSSION:
The Water Reclamation Division is completing a rehabilitation project on the solids load out hopper. The selected valves have a long lead time between ordering and delivery. City procurement of the valves now will allow for the order to be placed while the design is being finalized, bid, and scheduled with the contractor.

If approved, a purchase order will be issued to begin the ordering process. City Staff will return at a later date with a construction contract after the design is finalized and project bids opened.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
NA

APPROVED OR DIRECTION GIVEN:
NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
$65,574.19 to be paid out of the WRF Odor, Solids, and Dewatering Project budget line item.

BUDGET CODE:
650-463.3125.95520

ATTACHMENTS:
1. Knife Gate QuoteS011658610-0001_282695

** Quotation **

Bid #: S011658610
Page #: 1

Consolidated Supply Co.

Send P/O To:
CONSOLIDATED SUPPLY CO - CDA
155 EAST DALTON AVE
DALTON GARDENS, ID 83815

Phone # : 208-762-2568

Bid To:
CITY OF POST FALLS
408 N SPOKANE ST
POST FALLS, ID 83854

Ship To:
CITY OF POST FALLS
408 N SPOKANE ST
POST FALLS, ID 83854

Requested By: ADAM TATE
Phone # : 208-457-3318

JOB: 16" KNIFE GATE

Bid-Date	Expr-Date	Writer	Salesperson	Ship Via
11/14/23	12/14/23	Kevin Swarner - CDA	Andy Wilson - Corpora	WCN WC NOW

Quantity	Description	Unit Price	Ext Price
	********* Shipping Instructions **********		
	* SHIP MATERIAL TO: 2002 W. SELTICE *		
	* POST FALLS, ID *		
	**********		
1MC		0.000ea	0.00
	PROJECT: CITY OF POST FALLS KNIFE GATE VALVE		
	LOCATION: CITY OF POST FALLS		
	BID DATE: PRIVATE		
	.		
	NOTE: QUOTING THE FOLLOWING KNIFE GATE PER CONVERSATION BETWEEN DEZURIK AND ADAM TATE (CHIEF OPERATOR AT POST FALLS WRF).		
	PLEASE NOTE THE FOLLOWING IS NON-CANCELABLE AND NON-RETURNABLE.		
	.		
4MC		14893.547ea	59574.19
	KGC,16,ES,F1,S2,ASP,S2-M*X*Modified		
	.		
	Style: KGC - Cast Stainless Steel Knife Gate Valve (KGC)		
	Size: 16 - 16 Inch (400mm)		
	Body Style: ES - Extended Service Valve		
	End Connection: F1 - Flanged Drilling; ASME Class 150		
	Body Material: S2 - 316 Stainless Steel Cast		
	Packing: ASP - Self Adjusting PTFE Braided Packing with Copolymer of Tetrafluoroethylene/Propylene Fluoroelastomer Cord;		

*** Continued on Next Page ***

CITY OF POST FALLS

Quantity	Description	Unit Price	Ext Price
	Temperature to 400¯ F. (205¯ C.) (pH Range 0-14) Gate Material: S2 - 316 Stainless Steel Seat Material: M - Metal Coating: SB0 - Exterior: 4 mils minimum of Blue Epoxy DeZURIK with Standard (SP10) surface prep Actuator: X - Enter your modification here Weight (Approx): 272 lbs/ 124 kgs Max Temperature: 400 Degrees F. Additional Modification : LIMITORQUE ELECTRIC MOTOR MXb-		
1MC	_____	6000.000ea	6000.00
	DEZURIK START UP .		
	Subtotal -------		65574.19
	.		
	Bid Total		65574.19
	Bid Amount		65574.19

Thank you for requesting a quotation from Consolidated Supply Co. ("Consolidated") for certain materials you need for the project identified in the attached or enclosed quotation document (the "Project"). The enclosed quotation to you is made subject to the following terms and conditions:

1. You must carefully review the quotation to confirm that it meets your requirements before using it for a bid. Unless you have provided Consolidated with a detailed bill of materials and specifications with your requirements (with any applicable addendums), this quotation is only a good-faith estimate of the material types and quantities that may be required for the Project. Building plans alone do not constitute a detailed bill of materials or specifications, particularly if more than one supplier or subcontractor may be involved in supplying plumbing and/or waterworks materials. You agree that all risk of loss arising from the use of this quotation for bidding purposes-including any loss relating to errors in scope, quantity, price, time, and place of delivery-is on you. Notwithstanding anything to the contrary in this paragragh, you are responsible to specify and select appropriate materials for your intended use. Consolidated provides no design, engineering, or other professional services and cannot recommend or warrant goods to be fit for your particular purposes.

2. If you place an order with Consolidated for work or materials for the Project, the resulting contract will be subject to Consolidated's General Terms and Conditions of Sale. If credit is provided by Consolidated, then that credit is provided on Consolidated's general credit terms and conditions. These terms and conditions are available to you upon request and can be viewed on our website at www.consolidatedsupply.com.

3. Delivery under this quotation is FOB Consolidated's OR manufacturer's facility. If the quotation includes delivery to a jobsite, Consolidated may use a method and carrier of Consolidated's choice, unless otherwise stated in the quotation, and Consolidated assumes that the location is legally and physically accessible to interstate freight carriers operating under ICC regulations. Unloading labor will be provided by purchaser. Additional charges may apply if these assumptions are incorrect or if multiple deliveries are required. Consolidated will make a good faith effort to meet delivery dates agreed to in writing, but cannot guaranty delivery dates for goods not in stock or for which the terms of delivery are outside our control.

4. Except as otherwise provided in Section 5 below, pricing in this quotation is based on unit amounts and is based on the expectation that goods will be ordered within 30 calendar days from the date of the quotation. Consolidated may extend quoted prices on a case-by-case basis beyond the 30-day period. Consolidated reserves the right to correct or withdraw this quotation in the case of clerical error. Any change in quantities ordered or time for delivery may result in a change of the quoted prices, including unit prices, unless otherwise agreed to by Consolidated in writing.

5. Due to the current unstable market and price conditions, Consolidated reserves the right, at any time after the date of this quotation and until the time of shipment, to adjust the delivery times and/or increase the prices set forth in this quotation to address price and availabiltiy factors, including but not limited to government regulations,tariffs, transportation, fuel and raw materials costs. Any material deliveries delayed beyond manufacturer lead times may be subject to applicable storage fees in effect at the time of shipment. This quotation is not a bid or a lump-sum quote, unless specifically stated in the quotation.

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Solids Hopper Rehabilitation - Construction Management Services

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ITEM AND RECOMMENDED ACTION:
Council reviews and authorizes the Mayor to sign the Construction Management Services contract with JUB Engineers for the Solids Hopper Rehabilitation project.

DISCUSSION:
The Water Reclamation Division is completing a rehabilitation project on the solids load out hopper. The attached contract with JUB Engineers will allow for finalization of the design, contract and bidding support, and construction inspection services. City staff will return with a construction contract after the project is bid which will cover the physical construction of the improvements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
NA

APPROVED OR DIRECTION GIVEN:
NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Not to exceed $74,459 to be paid out of the WRF Odor, Solids, and Dewatering Project budget line.

BUDGET CODE:
650-463.3125.95520

ATTACHMENTS:
1. AAS-1 BiosolidsHopperCMS

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Contract Amendment

CLIENT: City of Post Falls

Project Name: Post Falls Water Reclamation Facility Plan

J-U-B Project Number: 20-23-033

1. *Amendments.* The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated April 11, 2023. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

   See AAS-1,
   - Task 010- Final Design Coordination Attachment 1 including Exhibit B)
   - Task 020 Bidding and Construction Management Support Services (Attachment 1 including Exhibits A and B)

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

   _____ _____
   Name *Date*

3. *Payment for* Amendments. Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

   Other Basis for Payment:

   Task 010 – Final Design Coordination: T&M Estimate at $4,820 per AAS-1, Attachment 1, and Exhibit B
   Task 020 – Bidding and Construction Management Support Services: T&M Estimate at $62,870 per AAS-1, Attachment 1, Exhibit A, and Exhibit B.

4. *Schedule of Services.* Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

   See AAS-1, Attachment 1

Dated this _____ day of _____, _____,

CLIENT	**J-U-B ENGINEERS, Inc.**
By: _____	By: _____
Project Representative or Authorized Signatory for CLIENT	Project Representative or Authorized Signatory for J-U-B
_____	Treatment Group Lead
Print or Type Name and Title	Print or Type Name and Title

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Amendment #1
Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: WRF Biosolids Hopper Improvements
CLIENT: City of Post Falls
J-U-B PROJECT NUMBER: 20-23-033
CLIENT PROJECT NUMBER: N/A
ATTACHMENT TO:

☐ **AGREEMENT DATED: 4/11/2023; or**
☒ **AUTHORIZATION FOR ADDITIONAL SERVICES #1**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

During design of the Biosolids Hopper Improvements Project, CLIENT chose to pre-procure major valve/actuator equipment based on discussions with J-U-B. This amendment authorizes the completion of final pre-procurement coordination in addition to bidding and construction support for the Biosolids Hopper Improvements Project.

The project construction cost is anticipated to be less than $200,000 and thereby fall under the applicable "semi-formal" bidding procedures permitted in IDAPA 67-2805. City will solicit sealed bids from a minimum of three bidders based on the Engineers Opinion of Probable Construction Cost develop during design. Bidding and procurement approach to be verified by City legal counsel.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks and as supplemented by the attached **Standard Exhibit A – Construction Phase Services**. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. **Task 010 Final Design Coordination**
   1. Subtask 001: Final design assistance for pre-procured valves and actuators.
      a. The original scope envisioned a single project. This task will support coordination into final design including coordination for purchase order for pre-procured valves and actuator equipment, as required.

B. **Task 020: Bidding and Construction Phase Services for Project 1**
   1. Subtask 001: Project Management / Administration
      a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
      b. Conduct project planning and risk assessment.

c. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
d. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
e. Regularly monitor project status, budget and schedule.
f. Attend monthly board meetings to report project status.
g. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
h. Provide a monthly invoice including budget status.
i. Provide ongoing document handling and filing.
j. At project close out:
    i. Archive paper and electronic files and records.
    ii. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
    iii. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

2. Subtask 002: Construction Administration
    a. Bidding support:
        i. Prepare electronic Bidding Documents for distribution to at least three potential contractors.
        ii. Receive and answer questions from bidders arising during the bidding period. A 3-week bidding period is assumed for this project.
        iii. Prepare and issue addenda as necessary to clarify or amend provisions in the Bidding Documents. A total of two addenda are assumed for budgeting purposes.
        iv. Attend one pre-bid conference at the WRF as requested by Owner. Questions arising from the pre-bid conference will be addressed through an addendum, if necessary.
        v. Review bids received and provide CLIENT with Engineer's Opinion of Probable Construction Cost (OPCC) developed during design. Identify lowest responsive and responsible bidder for CLIENT review.
        vi. Issue Notice of Award to Contractor, as selected by CLIENT.
        vii. Coordinate with CLIENT to develop agreement documents required and for CLIENT and Contractor to execute.
        viii. Prepare and issue Notice to Proceed to Contractor
    b. Provide Construction Phase support as listed in *Standard Exhibit A - Construction Phase Services* as follows:
        i. Reference "Construction Phase" Items 1 through 6 and 8 through 15, as marked.
        ii. Reference "Post-Construction Phase" Items 5 and 9, as marked.
    c. The assumed construction duration is as follows:
        i. 70 days for bidding, award and development of agreements
        ii. 90 days for notice to proceed to Contractor and lead time for Owner procured equipment. No Work anticipated during this period.
        iii. Total of 180 days with 90 calendar days to achieve Substantial Completion (*active construction*)
        iv. 30 calendar days to achieve Final Completion (*active construction*)

3. Subtask 003: On-Site Progress Meetings
    a. Attend on-site construction meetings. Assumes a meeting every other week for up to 2 hours with on-site attendance by the Project Engineer, with attendance virtually by other J-U-B personnel as deemed necessary.
4. Subtask 004: Submittals and RFIs
    a. Provide Construction Phase support as listed in *Standard Exhibit A - Construction Phase Services* as follows:

i. Reference “Construction Phase” Item 7, as marked.

5. Subtask 005: Construction Staking
   a. No work anticipated for this task.
6. Subtask 006: Observation / Resident Project Representative
   a. Provide Construction Phase support as listed in *Standard Exhibit A - Construction Phase Services*. The assumed construction duration is noted in Subtask 002. RPR level of effort is assumed at 4 hours per day and 1 day per week (in addition to bi-weekly project meeting).
7. Subtask 007: Control Narratives
   a. Develop Control Narratives for systems not provided as part of a package system design by others. Control Narratives will be provided to CLIENT’s software designer / programmer as part of the Supervisory Control and Data Acquisition (SCADA) development. Work for this task included with the O&M manual narrative updates.
8. Subtask 008: Equipment Testing / Start-up
   a. Conduct site visits during equipment start-up operations and testing to review items for general conformance to the project specifications.
   b. Start-up operations are scheduled by the contractor and may occur on successive days or over extended periods. J-U-B has attempted to estimate the time commitment to support these activities in the attached labor estimate. However, delays caused by the contractor, including repeating attempted start-up and commissioning activities due to incomplete Work, may result in additional costs.
   c. Performance testing, if required by the project specifications, will be completed by Contractor and CLIENT’s staff with general review by ENGINEER.
   d. Reference *Standard Exhibit A - Construction Phase Services* as follows:
      i. “Post-Construction Phase” Items 1, 2, and 3, as marked.
9. Subtask 020: Record Drawings
   a. Reference *Standard Exhibit A - Construction Phase Services* as follows:
      i. “Post-Construction Phase” Items 6 and 7, as marked.
10. Subtask 021: Engineer’s O&M Manual
    a. Reference *Standard Exhibit A - Construction Phase Services* as follows:
       i. “Post-Construction Phase” Item 4, as marked.
11. Subtask 022: Warranty Claims
    a. Reference *Standard Exhibit A - Construction Phase Services* as follows:
       i. “Post-Construction Phase” Item 8, as marked.
12. Subtasks 040-049: Reserved for subconsultant administration.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
   1. Reference previous scopes of work.

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
   1. Reference previous scopes of work.

2. The project is understood to be funded by City reserves. Additional Services may be required for assisting CLIENT with new funding agency requirements such as American Iron and Steel (AIS), Build America Buy America (BABA), prevailing wage surveys and compliance, and other requirements which may be required by CLIENT's funding sources.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
   1. For Time and Materials fees:
      a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
      b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
      c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
   2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

C. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Final Design Coordination	Time and Materials (Estimated Amount Shown)	$4,820 (a)	As required.
030	Bidding and Construction Phase Services	Time and Materials (Estimated Amount Shown)	$62,870	Concurrent with Contractors progress for the duration assumed herein.

(a) Amount shown is an increase in this task; previous budget was $45,100 plus $1,200 of Management Reserve that was utilized. The current budget with this amendment is $51,120.

***NOTE on Coronavirus and Schedule**: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

Certification Concerning Boycott of Israel. *Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.*

Exhibit(s):

- Standard Exhibit A – Construction Phase Services

- Exhibit B – Work Breakdown Structure

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

GROUP: Choose an item.

PROJECT DESCRIPTION(S)**:**

1. Wastewater Treatment (S04-T)
2. Municipal/Utility Engineering (203)

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☒ Yes
☐ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes
☒ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☒ Yes
☐ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☒ Yes
☐ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☒ Yes
☐ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes
☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes
☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☐ Yes
☒ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☒ Yes
☐ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☒ Yes
☐ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☒ Yes
☐ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☒ Yes
☐ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☒ Yes
☐ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☐ Yes
☒ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☒ Yes
☐ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☐ Yes
☒ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☐ Yes
☒ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

   a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.

   c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*

7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

9. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Startups.*

    a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

    b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.

    c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.

    d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

    Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*

    a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

    b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

d) Maintain records for use in preparing documentation of the Work.

e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.

c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.

d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

EXHIBIT B: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE

Project Title, Client: Post Falls WRF: Biosolids Hopper Improvements
Project Number: 20-23-033
Prepared By: RMC

J-U-B ENGINEERS, INC. | THE LANGDON GROUP | GATEWAY MAPPING INC.
J-U-B FAMILY OF COMPANIES

			Hassell, Alton	Conn, Ruel	Krallman, Scott	Cutler, Kylie	Colson, Robert	Holder, William	Halland, Katie	Utecht, Kimberly	Asche, Jarod				
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Program Manager	Program Manager	Project Engineer - Senior	Project Designer - Lead	Project Engineer II	CAD Designer - Senior	Senior Administrative Support	PFA	Construction Observer		J-U-B Expenses	Subconsultant Expenses	Total Compensation
010		**Final Design Coordination**	**0**	**8**	**2**	**0**	**2**	**8**	**8**	**0**	**0**	**0**	**$0**	**$0**	**$4,820**
010	**001**	**Final Design Coordination**	**0**	**8**	**2**	**0**	**2**	**8**	**8**	**0**	**0**	**0**	**$0**	**$0**	**$4,820**
		Final Pre-Procured Equipment Coordination for Plans and Specificaitons		4			2	8	8				$0	$0	$3,340
		Valve/Actuator Procurement Contract Coordination		4	2								$0	$0	$1,480
													$0	$0	$0
020		**Bidding and CMS Services**	**1**	**38**	**102**	**4**	**38**	**11**	**21**	**3**	**64**	**0**	**$1,080**	**$5,500**	**$62,870**
020	**001**	**Administration**	**1**	**18**	**0**	**0**	**0**	**0**	**0**	**3**	**0**	**0**	**$0**	**$0**	**$4,970**
		Set up project in Vision/Agreements	0.5	2						2			$0	$0	$860
		Ongoing Project Management with Team		4									$0	$0	$1,000
		Monitor and report project status, budget and schedule		6						1			$0	$0	$1,620
		Monthly invoicing		6									$0	$0	$1,500
020	**002**	**Construction Administration**	**0**	**14**	**58**	**0**	**14**	**3**	**13**	**0**	**40**	**0**	**$260**	**$0**	**$28,530**
		Bidding											$0	$0	$0
		Bid Documents to Contractors		4									$0	$0	$1,000
		Bid Questions		3	4		2		2				$0	$0	$2,260
		Addenda		3	4		2		2				$0	$0	$2,260
		Bid Solicitation / Review		2					1				$0	$0	$590
		Construction Phase Services											$0	$0	$0
		Item 1 - General Admin -		2	20		4		4				$0	$0	$6,400
		Item 2 - Pre-construction conference (included in onsite project meetings)									2		$70	$0	$400
		Item 3a - Periodic Site Visits			8						32		$200	$0	$7,400
		Item 4 - Defective Work			2		2	1					$0	$0	$1,020
		Item 5 - Clarifications and Interpretations - under RFIs											$0	$0	$0
		Item 6 - Change Orders / WCDs			2		2	1					$0	$0	$1,020
		Item 7 - Submittals - see subtask 004											$0	$0	$0
		Item 8 - Substitutes			2		2	1					$0	$0	$1,020
		Item 9 - Special Inspections / Tests (*not included*)											$0	$0	$0
		Item 10 - Disagreements between CLIENT/ GC (Claims)			2								$0	$0	$480
		Item 11 - AFPs			4				2				$0	$0	$1,130
		Item 12 - Contractor's Completion Documents			2				2				$0	$0	$650
		Item 13 - Substantial Completion			2						3		$0	$0	$980
		Item 14 - Final Notice of Acceptability of Work			3						3		$0	$0	$1,220
		Post-Construction Phase Services											$0	$0	$0
		Item 5 - Defective Work			3								$0	$0	$720

EXHIBIT B: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE

Project Title, Client: Post Falls WRF: Biosolids Hopper Improvements
Project Number: 20-23-033
Prepared By: RMC

J-U-B ENGINEERS, INC. | THE LANGDON GROUP | GATEWAY MAPPING INC.
J-U-B FAMILY OF COMPANIES

			Hassell, Alton	Conn, Ruel	Krallman, Scott	Cutler, Kylie	Colson, Robert	Holder, William	Halland, Katie	Utecht, Kimberly	Asche, Jarod				
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Program Manager	Program Manager	Project Engineer - Senior	Project Designer - Lead	Project Engineer II	CAD Designer - Senior	Senior Administrative Support	PFA	Construction Observer		J-U-B Expenses	Subconsultant Expenses	Total Compensation
020	**003**	**On-Site Progress Meetings**	**0**	**0**	**12**	**0**	**0**	**0**	**4**	**0**	**0**	**0**	**$310**	**$0**	**$3,530**
		Meetings (bi-weekly)			8								$310	$0	$2,230
		Notes / follow-up			4				4				$0	$0	$1,300
020	**004**	**Submittals and RFIs**	**0**	**3**	**30**	**0**	**22**	**4**	**0**	**0**	**24**	**0**	**$0**	**$0**	**$16,730**
		Submittals - minor			20		10				20		$0	$0	$10,000
		Submittals - major		2	6		6						$0	$0	$3,080
		RFIs		1	4		4	4					$0	$0	$2,610
		Contractor O&M Manuals					2				4		$0	$0	$1,040
020	**005**	**Construction Staking**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
		Staking -not required											$0	$0	$0
020	**006**	**Observation / RPR**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
		not included, see periodic site visits											$0	$0	$0
020	**007**	**Control Narratives**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
		Included with Engineers O&M Manual											$0	$0	$0
020	**008**	**Equipment Testing / Start-Up**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
		Included with Periodic Site Visits and RPR											$0	$0	$0
020	**020**	**Record Drawings**	**0**	**1**	**2**	**0**	**2**	**4**	**0**	**0**	**0**	**0**	**$500**	**$0**	**$2,130**
		Redlines / Edits		0.5	2		2	4					$500	$0	$2,130
020	**021**	**Engineer's O&M Manual**	**0**	**2**	**0**	**4**	**0**	**0**	**4**	**0**	**0**	**0**	**$0**	**$0**	**$1,480**
		Biosolids Hopper Loadout System Edits		2		4			4				$0	$0	$1,480
020	**022**	**Warranty Claims**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
		Not included											$0	$0	$0
020	**040**	**AEI (subconsultant electrical engineering)**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$5,500**	**$5,500**
		Not Used											$0	$5,500	$5,500
020	**042**	**Architect**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
		Not Used											$0	$0	$0
020	**043**	**HVAC**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
		Not Used											$0	$0	$0
020	**044**	**Geotech**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
		Not Used											$0	$0	$0
040		**Management Reserve Fund**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**
040	**001**	**Future Tasks**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$0**

CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud

SUBJECT: Police Department Pay Grade Kinds and Levels Adjustments

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ITEM AND RECOMMENDED ACTION:
Increase the Police Department Kinds and Levels Chart for FY24 by 16%.

DISCUSSION:
Recently, the City of CDA and Kootenai County have increased their pay grades and rates for sworn officers. Currently, Post Falls is approximately 16% behind these two competing agencies. Attached is the detailed information regarding this pay difference. Also attached is the newly recommended pay grade kinds and levels chart for the Post Falls Police Department sworn officers. This chart has been adjusted by a 16% increase from the chart for FY 24 that was adopted in September 2023.

Normally, we try to wait until the budget cycle to make these types of adjustments, but in the current workforce environment, the police department is struggling to attract and retain employees with the difference in pay between these two local agencies and the higher wages in Washington.

Currently, the police department has ten vacant patrol positions. The recommended change will assist with filling these positions and help with retaining current officers. It is imperative that we fill these positions as the current employees have moved to 12-hour shifts to ensure coverage. These long shifts are negatively impacting current employees, and we are starting to see significant burn out of these employees.

Jason has earmarked funding in the personnel pool from current vacancies and delays in hiring of positions to use to implement this change, to be made effective at the beginning of the next pay period, December 9, 2023. No budget amendment would be needed for this change, as the budget already exists in the personnel pool. The only action needed at this time would be for the Council to approve the recommended kinds and levels or make a motion to approve the kinds and levels at a different percentage increase, if desired.

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
Approximately $577,000 to be paid from the Police Department Budget

BUDGET CODE:
001-421.4155.71000

ATTACHMENTS:

1. Meeting 11-09-23
2. CDA Pay Plan
3. KCSO Matrices
4. Purposed K & L PD

The entry level wage for PFPD is $26.38/hr. At KCSO it is $29.40 during the academy and then $30.87. At CDA PD, it is $28.87/hr during the academy and then $30.30/hr. A first-year officer would make $8,153/year more at CDA than Post Falls. $9,339/year more at KCSO than Post Falls.

A five-year officer at PFPD is making $32.84/hour. At KCSO, it would be $41.38/hr and CDA PD would be $42.67. A five-year officer would make $20,446/year more per year at CDA than Post Falls. $17,763 more at KCSO than Post Falls.

It should be noted these other agencies also offer other pay incentives that are higher than PFPD. Shift differential at CDA PD, for example, is $1.00 per hours for swings and $2.25 per hour for graves. They also have other perks, such as double pay for their holiday check instead of time and a half, 3hrs of court pay (which gets paid even if court is cancelled the day before), and small pay incentives for college degrees.

	Recruit	1 year	5 Year
Post Falls PD	N/A	$26.38	$32.84
Kootenai County SO	$29.40	$30.87	$41.38
Coeur d'Alene PD	$28.87	$30.30	$42.67

PFPD

Emerg. Comm. Shift Supv.		$ 28.75	$ 35.94	$ 43.13	$ 59,804.75	$ 74,755.94	$ 89,707.13
Senior Police Officer							
K-9 Officer							
Lateral Police Officer							
SRO/CPO Officer							
Police Officer		$ 26.38	$ 32.97	$ 39.57	$ 54,866.75	$ 68,583.43	$ 82,300.12
Sergeant		$ 34.16	$ 42.70	$ 51.24	$ 71,054.03	$ 88,817.53	$ 106,581.04

KCSO

PATROL RECRUIT	
Grade	Min
OPDE	$61,152.00
Hourly	$29.40

PEACE OFFICER ANNUAL BASE PAY					
Grade	1	2	3	4	5
OPD	$64,209.60	$67,412.80	$74,152.00	$81,577.60	$86,070.40
Hourly	$30.87	$32.41	$35.65	$39.22	$41.38

OPERATIONS SERGEANT ANNUAL BASE PAY					
Grade	1	2	3	4	5
SGT	$90,376.00	$92,622.40	$94,952.00	$97,323.20	$99,756.80
Hourly	$43.45	$44.53	$45.65	$46.79	$47.96

CDA PD

Sergeant	Minimum	Maximum	Senior Pay
FY 2022-2023	$44.93	$48.58	$51.01
FY 2023-2024	$46.95	$50.76	$53.30
FY 2024-2025	$48.12	$52.03	$54.64

→ All promotions to Sergeant or Lieutenant start at Minimum
→ Eligible for a 5% increase annually on anniversary date until employee reaches maximum

Police Officer	Minimum	Maximum	Senior Pay
FY 2022-2023	$29.00	$40.83	$42.88
FY 2023-2024	$30.30	$42.67	$44.81
FY 2024-2025	$31.06	$43.74	$45.93

→ Police Officer Recruit placed at the Police Officer Minimum upon completion of Academy
→ Year 1: 5% Increase
→ Year 2: 5% Increase
→ Year 3: 10% Increase
→ Year 4: 10% Increase
→ Year 5: 5.5% Increase

Police Officer Recruit	Minimum
FY 2022-2023	$27.63
FY 2023-2024	$28.87
FY 2024-2025	$29.59

→ During Academy

City of Coeur d'Alene
Sworn Officer Compensation Schedule
Appendix A

Lieutenant	Minimum	Maximum	Senior Pay
FY 2022-2023	$53.44	$58.80	$61.74
FY 2023-2024	$55.84	$61.44	$64.52
FY 2024-2025	$57.24	$62.98	$66.14

Sergeant	Minimum	Maximum	Senior Pay
FY 2022-2023	$44.93	$48.58	$51.01
FY 2023-2024	$46.95	$50.76	$53.30
FY 2024-2025	$48.12	$52.03	$54.64

→ All promotions to Sergeant or Lieutenant start at Minimum
→ Eligible for a 5% increase annually on anniversary date until employee reaches maximum

Police Officer	Minimum	Maximum	Senior Pay
FY 2022-2023	$29.00	$40.83	$42.88
FY 2023-2024	$30.30	$42.67	$44.81
FY 2024-2025	$31.06	$43.74	$45.93

→ Police Officer Recruit placed at the Police Officer Minimum upon completion of Academy
→ Year 1: 5% Increase
→ Year 2: 5% Increase
→ Year 3: 10% Increase
→ Year 4: 10% Increase
→ Year 5: 5.5% Increase

Police Officer Recruit	Minimum
FY 2022-2023	$27.63
FY 2023-2024	$28.87
FY 2024-2025	$29.59

→ During Academy

City of Coeur d'Alene

KOOTENAI COUNTY MATRICES, FY24
Effective September 24, 2023

4.5% COLA

DETENTION DEPUTY ANNUAL BASE PAY									
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
DD1	$56,513.60	$58,219.20	$59,945.60	$61,755.20	$63,606.40	$65,520.00	$67,496.00	$69,513.60	$71,260.80
Hourly	$27.17	$27.99	$28.82	$29.69	$30.58	$31.50	$32.45	$33.42	$34.26
DD2	$58,219.20	$59,945.60	$61,755.20	$63,606.40	$65,520.00	$67,496.00	$69,513.60	$71,260.80	$72,654.40
Hourly	$27.99	$28.82	$29.69	$30.58	$31.50	$32.45	$33.42	$34.26	$34.93
DD3	$59,945.60	$61,755.20	$63,606.40	$65,520.00	$67,496.00	$69,513.60	$71,260.80	$72,654.40	$74,110.40
Hourly	$28.82	$29.69	$30.58	$31.50	$32.45	$33.42	$34.26	$34.93	$35.63
DDM	$61,755.20	$63,606.40	$65,520.00	$67,496.00	$69,513.60	$71,260.80	$72,654.40	$74,110.40	$75,608.00
Hourly	$29.69	$30.58	$31.50	$32.45	$33.42	$34.26	$34.93	$35.63	$36.35

DETENTION SERGEANT ANNUAL BASE PAY							
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**
DS2	$84,884.80	$86,569.60	$88,316.80	$90,064.00	$92,060.80	$94,806.40	$97,656.00
Hourly	$40.81	$41.62	$42.46	$43.30	$44.26	$45.58	$46.95
DS3	$86,569.60	$88,316.80	$90,064.00	$92,060.80	$94,806.40	$97,656.00	$100,588.80
Hourly	$41.62	$42.46	$43.30	$44.26	$45.58	$46.95	$48.36

PATROL RECRUIT	
Grade	**Min**
OPDE	$61,152.00
Hourly	$29.40

PEACE OFFICER ANNUAL BASE PAY						PEACE OFFICER LONGEVITY PAY		
Grade	**1**	**2**	**3**	**4**	**5**	**15**	**20**	**25**
OPD	$64,209.60	$67,412.80	$74,152.00	$81,577.60	$86,070.40	$88,649.60	$92,185.60	$96,803.20
Hourly	$30.87	$32.41	$35.65	$39.22	$41.38	$42.62	$44.32	$46.54

OPERATIONS SERGEANT ANNUAL BASE PAY					
Grade	**1**	**2**	**3**	**4**	**5**
SGT	$90,376.00	$92,622.40	$94,952.00	$97,323.20	$99,756.80
Hourly	$43.45	$44.53	$45.65	$46.79	$47.96
OPERATIONS SERGEANT LONGEVITY PAY					
SG15	$93,080.00	$95,409.60	$97,801.60	$100,235.20	$102,752.00
Hourly	$44.75	$45.87	$47.02	$48.19	$49.40
SG20	$96,803.20	$99,216.00	$101,712.00	$104,249.60	$106,870.40
Hourly	$46.54	$47.70	$48.90	$50.12	$51.38
SG25	$101,649.60	$104,187.20	$106,808.00	$109,470.40	$112,216.00
Hourly	$48.87	$50.09	$51.35	$52.63	$53.95

LIEUTENANT ANNUAL BASE PAY					
Grade	**1**	**2**	**3**	**4**	**5**
LT	$106,579.20	$109,262.40	$111,987.20	$114,774.40	$117,644.80
Hourly	$51.24	$52.53	$53.84	$55.18	$56.56
LIEUTENANT LONGEVITY PAY					
LT15	$109,782.40	$112,548.80	$115,356.80	$118,227.20	$121,180.80
Hourly	$52.78	$54.11	$55.46	$56.84	$58.26
LT20	$114,171.20	$117,041.60	$119,974.40	$122,948.80	$126,027.20
Hourly	$54.89	$56.27	$57.68	$59.11	$60.59
LT25	$119,870.40	$122,886.40	$125,964.80	$129,105.60	$132,329.60
Hourly	$57.63	$59.08	$60.56	$62.07	$63.62

CAPTAIN ANNUAL BASE PAY					
Grade	**1**	**2**	**3**	**4**	**5**
CPT	$122,033.60	$124,488.00	$126,963.20	$129,521.60	$132,100.80
Bi-weekly	$4,693.60	$4,788.00	$4,883.20	$4,981.60	$5,080.80

KOOTENAI COUNTY MATRICES, FY24
Effective September 24, 2023

4.5% COLA

UNDERSHERIFF			
Grade	**1**	**2**	**3**
UND	$138,049.60	$140,816.00	$143,624.00
Bi-weekly	$5,309.60	$5,416.00	$5,524.00

EMERGENCY COMMUNICATIONS OFFICER ANNUAL BASE PAY									
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
ECO1	$53,788.80	$55,411.20	$57,075.20	$58,780.80	$59,966.40	$61,172.80	$62,379.20	$63,627.20	$64,896.00
Hourly	$25.86	$26.64	$27.44	$28.26	$28.83	$29.41	$29.99	$30.59	$31.20
ECO2	$55,411.20	$57,075.20	$58,780.80	$59,966.40	$61,172.80	$62,379.20	$63,627.20	$64,896.00	$66,206.40
Hourly	$26.64	$27.44	$28.26	$28.83	$29.41	$29.99	$30.59	$31.20	$31.83
ECO3	$57,075.20	$58,780.80	$59,966.40	$61,172.80	$62,379.20	$63,627.20	$64,896.00	$66,206.40	$67,537.60
Hourly	$27.44	$28.26	$28.83	$29.41	$29.99	$30.59	$31.20	$31.83	$32.47
ECOA	$58,780.80	$59,966.40	$61,172.80	$62,379.20	$63,627.20	$64,896.00	$66,206.40	$67,537.60	$68,889.60
Hourly	$28.26	$28.83	$29.41	$29.99	$30.59	$31.20	$31.83	$32.47	$33.12

ECO SUPERVISOR'S ANNUAL BASE PAY					
Grade	**1**	**2**	**3**	**4**	**5**
ES2	$70,304.00	$71,344.00	$72,425.60	$73,486.40	$74,588.80
Hourly	$33.80	$34.30	$34.82	$35.33	$35.86
ES3	$71,697.60	$72,800.00	$73,860.80	$74,984.00	$76,107.20
Hourly	$34.47	$35.00	$35.51	$36.05	$36.59
ESA	$73,112.00	$74,214.40	$75,337.60	$76,460.80	$77,625.60
Hourly	$35.15	$35.68	$36.22	$36.76	$37.32

COMMUNICATION SERVICES ADMINISTRATOR ANNUAL BASE PAY							
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**
CSA	$76,440.00	$79,872.00	$83,491.20	$87,235.20	$91,166.40	$95,264.00	$99,548.80
Bi-weekly	$2,940.00	$3,072.00	$3,211.20	$3,355.20	$3,506.40	$3,664.00	$3,828.80

COMMUNICATION SERVICES LEAD ADMINISTRATOR ANNUAL BASE PAY							
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**
CSLA	$80,475.20	$84,094.40	$87,880.00	$91,832.00	$95,971.20	$100,276.80	$104,291.20
Bi-weekly	$3,095.20	$3,234.40	$3,380.00	$3,532.00	$3,691.20	$3,856.80	$4,011.20

FY24 Post Falls Police Department Kinds & Levels (Sworn)											
				Hourly Rates			Annual Rates				
Pay Grade	Public Safety - Sworn & ECO Divisions			Minimum	Market	Maximum	Minimum	Market	Maximum		
P-J	*Captain			$ 52.74	$ 65.93	$ 79.12	$ 109,699.20	$ 137,134.40	$ 164,569.60		
			current	$ 45.47	$ 56.83	$ 68.20	$ 94,577.60	$ 118,206.40	$ 141,856.00		
P-I	*Sr. Lieutenant			$ 47.95	$ 59.94	$ 71.92	$ 99,736.00	$ 124,675.20	$ 149,593.60		
			current	$ 41.33	$ 51.67	$ 62.00	$ 85,966.40	$ 107,473.60	$ 128,960.00		
P-H	*Lieutenant			$ 43.59	$ 54.49	$ 65.39	$ 90,667.20	$ 113,339.20	$ 136,011.20		
			current	$ 37.58	$ 46.97	$ 56.36	$ 78,166.40	$ 97,697.60	$ 117,228.80		
P-G	Sergeant			$ 39.63	$ 49.53	$ 59.44	$ 82,430.40	$ 103,022.40	$ 123,635.20		
			current	$ 34.16	$ 42.70	$ 51.24	$ 71,052.80	$ 88,816.00	$ 106,579.20		
P-F	Detective			$ 36.36	$ 45.44	$ 54.53	$ 75,628.80	$ 94,515.20	$ 113,422.40		
			current	$ 31.34	$ 39.17	$ 47.01	$ 65,187.20	$ 81,473.60	$ 97,780.80		
P-E	Senior Police Officer			$ 33.35	$ 41.69	$ 50.03	$ 69,368.00	$ 86,715.20	$ 104,062.40		
	K-9 Officer										
	Lateral Police Officer										
	SRO/CPO Officer										
			current	$ 28.75	$ 35.94	$ 43.13	$ 59,800.00	$ 74,755.20	$ 89,710.40		
P-D	Police Officer			$ 30.60	$ 38.25	$ 45.90	$ 63,648.00	$ 79,560.00	$ 95,472.00		
			current	$ 26.38	$ 32.97	$ 39.57	$ 54,870.40	$ 68,577.60	$ 82,305.60		

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 12/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jason Faulkner, Finance Director

SUBJECT: Annual Comprehensive Financial Report and GASB

ITEM AND RECOMMENDED ACTION:
No action needed.

DISCUSSION:
There are four financial reporting topics that will be discussed and how they affect the city's financial statements.

GASB 31: Mark to Market Adjustment

GASB 68: *Accounting and Financial Reporting for Pensions*

GASB 87: Leases

GASB 96: Subscription Based IT Arrangements (SBITA)

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
None.

APPROVED OR DIRECTION GIVEN:
No action or direction needed.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
None