



**CITY COUNCIL
MEETING AGENDA**

**April 16, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Panhandle Affordable Housing Alliance and Hayden Homes

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove

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

- a. Proclamation - Arbor Day 2024
- b. Proclamation - Fair Housing Month
- c. Proclamation - World Wish Month

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-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 – April 2, 2024, City Council Meeting
- b. Payables March 26, 2024 - April 8, 2024
- c. February Cash and Investments
- d. Acceptance of Property - Rights-of-Way and Easement - 4th & Idaho Roundabout
- e. Acceptance of Property - Rights-of-Way and Easement - Zorros Road, Harvest Avenue and Fennecus Road
- f. Acceptance of Property - Rights-of-Way and Easement - Prairie/Zorros Roundabout
- g. Pinion Park Roadway Frontage Improvements Construction Improvement Agreement
- h. Woodbridge Park Concrete Contract with Five Star Concrete

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. Idaho Community Development Block Grant Application for Warren Field Park Road Frontage Improvements, Fair Housing Resolution, and Citizen Participation Plan

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. Water Reclamation Facility Tertiary Treatment Project – Amendment to the Professional Services Agreement with J-U-B Engineers
- b. Water Reclamation Facility Tertiary Treatment Project – Contract Amendment with Panhandle Area Council

4. NEW BUSINESS

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

ACTION ITEMS:

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

- a. 2024 Legislative Session Review
- b. City of Post Falls - Traffic Signal Operations

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: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission
Building Community.

Give as you go



CITY OF POST FALLS COUNCIL WORK SESSION

**Deborah Flagan Hayden
Homes**

Maggie Lyons PAHA
April 16, 2024



Give As You Go

Hayden Homes & Simplicity Homes

Overview

- Largest private homebuilder in PNW
- 4 States ID, MT, WA, OR
- Rural Secondary Markets
- 35 years in business
- In 2023: 1800 homes

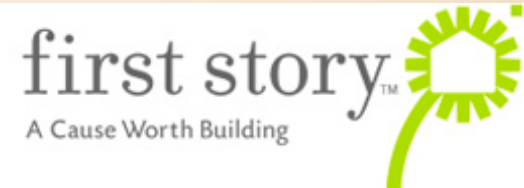
Post Falls

- 2011 initial year of building
- 429 total homes

Business Model

- **Area Median Income** (AMI) each city
- Goal to bring a home to market for working families earning 100–120% AMI
- Affordable by Design – *without* government subsidies

Give as you go



Charitable Giving

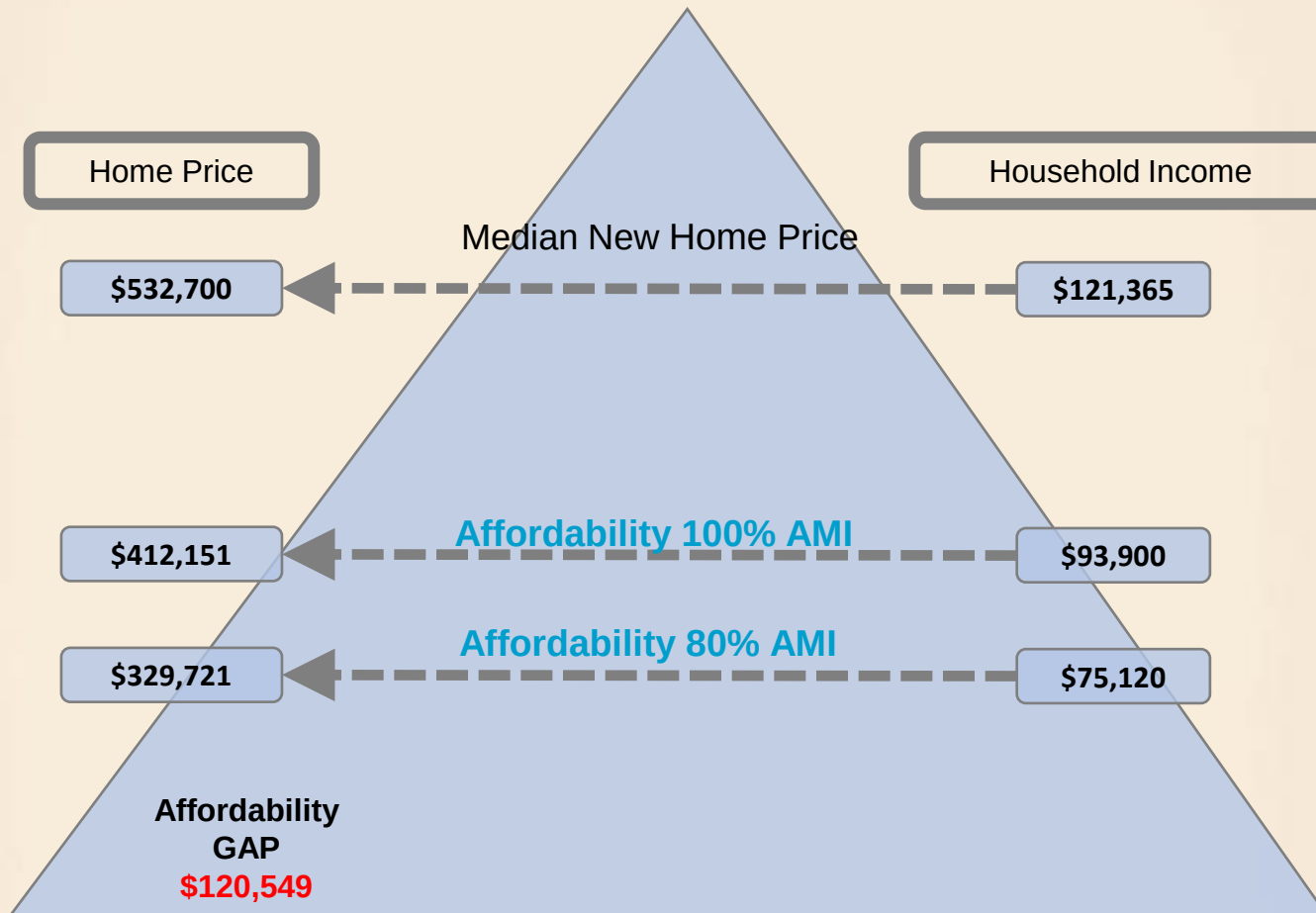
- 25 years
- 10% of profits each year are put in a foundation
- These dollars are contributed to non-profits in the cities we serve
- \$65M to cities we serve (\$2M year)

First Story Non-Profit

- 129 First Story Homes
- 100% Private Donations Team Members & Suppliers and Trades
- 30 Year No-Interest Loan
- 5 North Idaho/2 in Post Falls

Give as you go

City of Post Falls



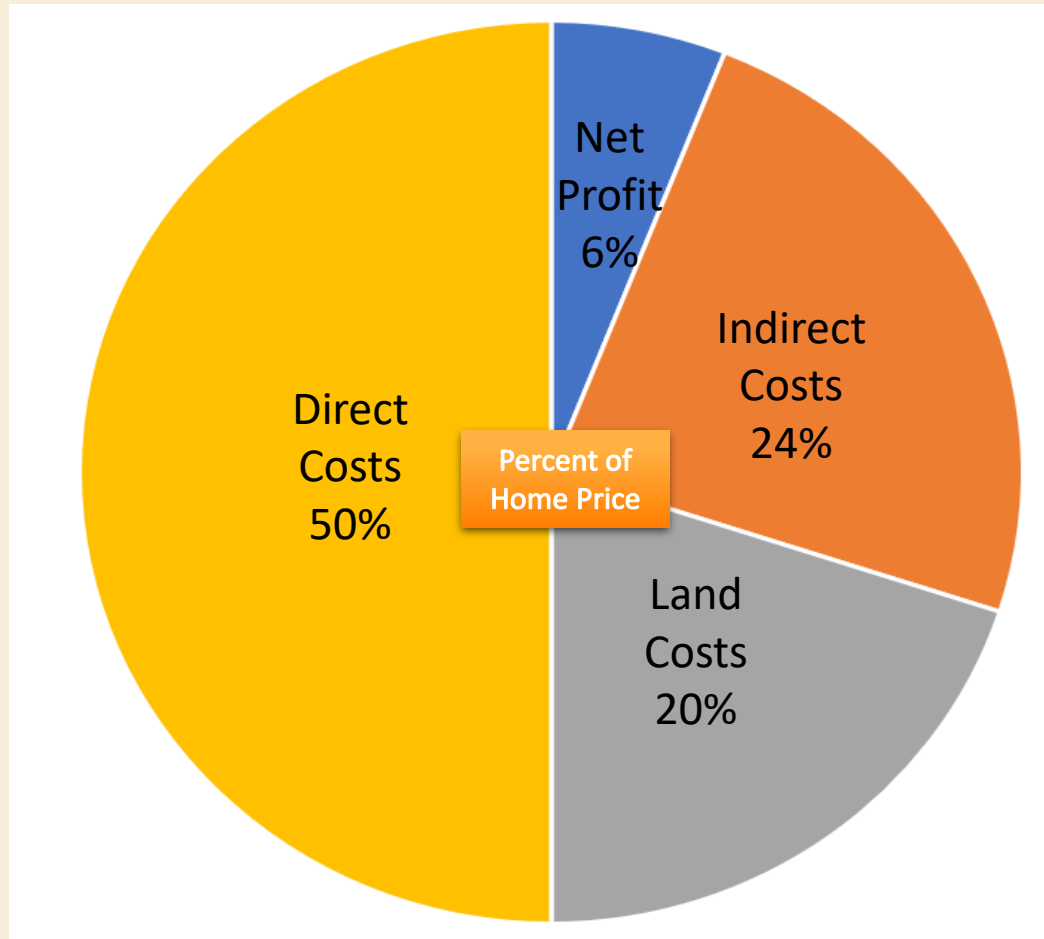
Sources: MLS March 2024 PF, AMI = Kootenai County HUD Family of 4 2023-2024

Affordability assumes 30% of income used for housing, 5% down payment, and 6% interest rate for a 30-year loan

Give as you go

Industry Model

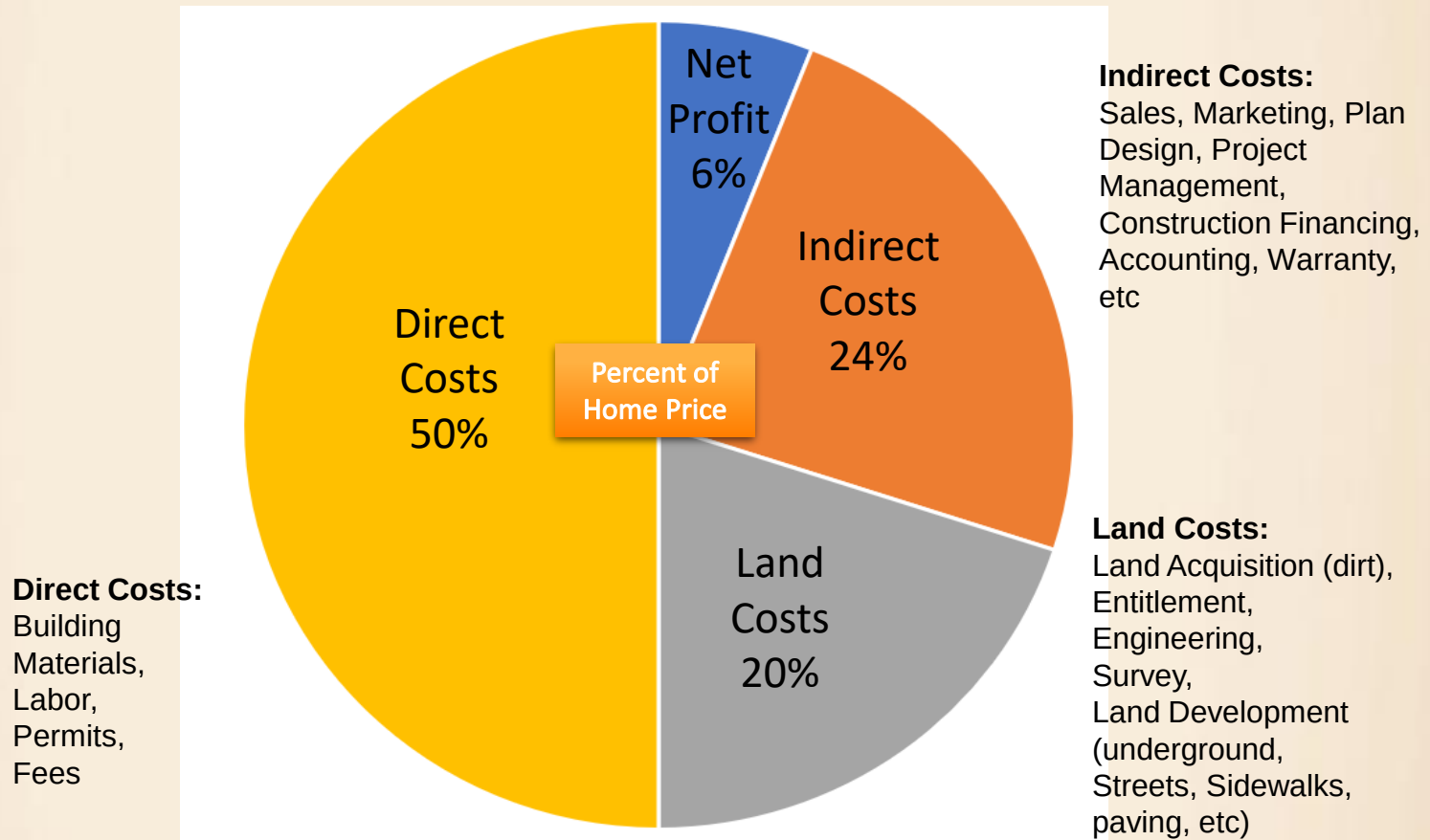
Production Homebuilding – Cost of Construction



Give as you go

Industry Model

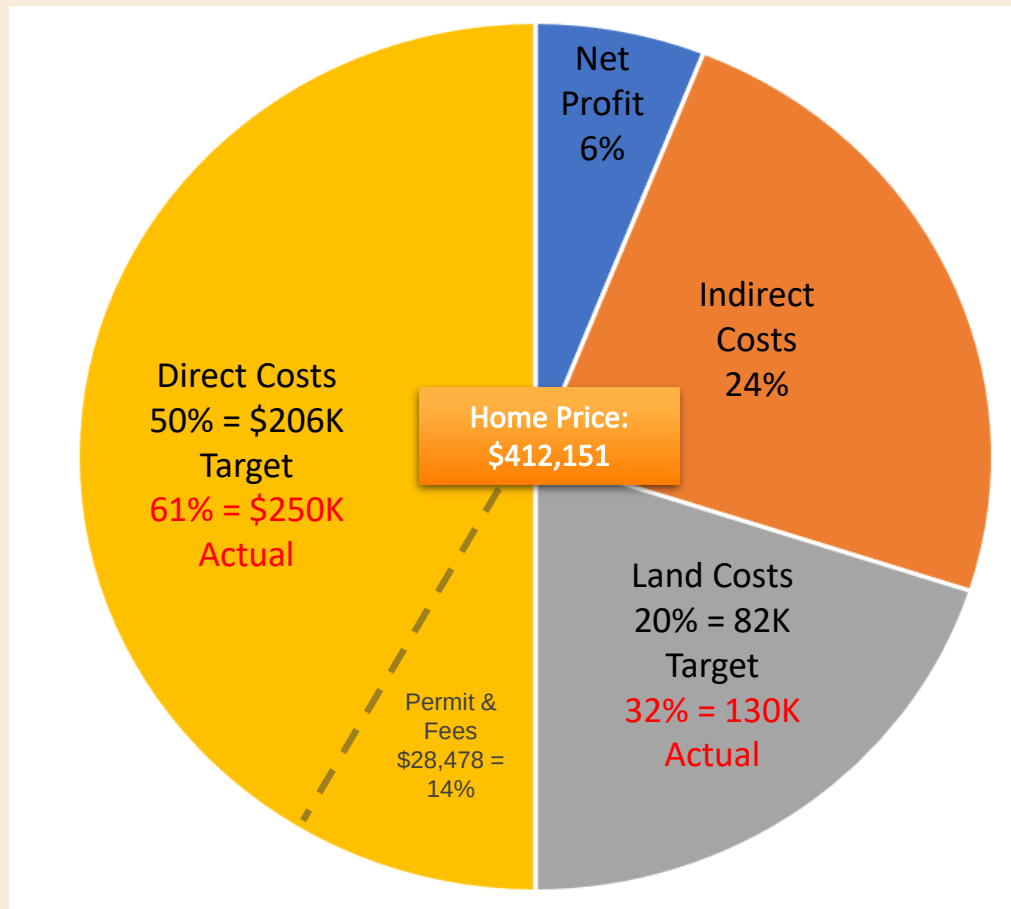
Production Homebuilding – Cost of Construction (% of Home \$)



Give as you go

Industry Model

Production Homebuilding: Cost of Construction (100% AMI Home \$)



**ADDITIONAL COST =
23% (\$92K)**

(11% Directs + 12%
Land)

Give as you go

What can the City do to encourage builders to construct homes that working families can afford?

Land Cost Reductions:

- **Allow increased density** if builder agree to construct a home that the working families can afford (i.e. two lots instead of one)
Smaller lots allow for:
 - Smaller homes to be built for these families (keeping building costs down)
 - Yards are smaller so less water costs and maintenance cost for homeowner are reduced.
- **Continue to encourage flexibility in residential (mixed) designed neighborhoods:** Allow communities to be designed to encourage flexibility (combination of large lots and small lots in the same community for mix income neighborhoods).

Home Cost Reductions:

- **By-right development** – Encourage administrative approval for items that do not need Council approve to reduce time.
- **Building permit or fee reductions** (those allowable by law) – 14% cost

Give as you go

How does the City ensure homes will be resold to another working family earning AMI?

Builder agrees to the following:

- Construct and sell a home that meets the AMI Income Wage Earner
 - Builder agrees to work with an approved partner (PAHA) that is certified in shared equity (deed restricted properties).
 - Ensuring paperwork is administered legally and timely.
 - Ensuring the burden does not fall on city staff.
 - Ensuring that homes can be financed with Fannie/Freddie mortgages so free market lenders can provide loans with no issues.
 - City begins to build their long term housing stock that will be resold each time the house is sold to a working family earning the AMI

Give as you go

What is Shared Equity?

Is home ownership for our working middle class possible in today's market?

ABSOLUTELY

**Community
Land Trusts-**
home only

**Dee Restricted
Fee Simple-**
land and home

SHARED EQUITY

ENSURES HOME REMAINS AFFORDABLE EVERY TIME IT SELLS

What does the data say?

First-time home buyers' access to shared equity homeownership move on to market homeownership.

7 out of 10

shared equity
homeowners are first-
time homebuyers



6 out of 10

shared equity homeowners use their earned equity to
eventually purchase a traditional market rate home.





Deed Restriction Approved Program



National Program:

Ensures FHA Loans are able to be used by buyers



PAHA Fully Trained and Certified Program Manager



Ryan and Jayne

PAHA Homeowners

February 13, 2024



“Being locals here in North Idaho, we never thought we would ever have a shot at buying a home. We’ve watched our family and friends move out of the area and it hurt us to think one day we would need to move away because we couldn’t afford it anymore...”

Buying our first home (from PAHA) has meant the world for us. For the first time in our lives, we feel like we’ve earned our right to stay and be a part of our community here in North Idaho.”

THANK YOU

Give as you go



Proclamation

Arbor Day 2024

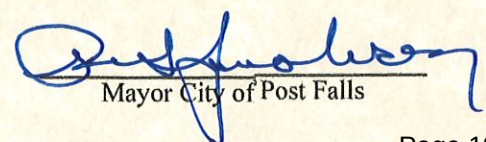
Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and a holiday called Arbor Day, was first observed with the planting of more than a million trees in Nebraska.

Arbor Day is now observed throughout the nation and world.

Trees can reduce the erosion of our precious topsoil, lower heating and cooling costs, clean the air, produce oxygen and provide habitat for wildlife. Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless wood products. Trees in our city increase property values and beautify our community. Trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, therefore, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim April 26, 2024 as Arbor Day in Post Falls, and urge all citizens to plant and care for trees to gladden the heart and promote the wellbeing of this and future generations.

Dated this 26 of April, 2024.


Mayor City of Post Falls



Proclamation

Fair Housing Month

Whereas, April 2024 marks the 56th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and

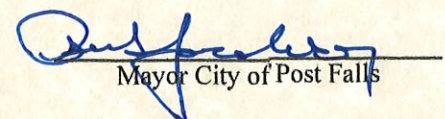
Whereas, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and

Whereas, equal opportunity for all-regardless of race, color, religion, sex, disability, familial status or national origin-is a fundamental goal of our nation, state and city; and equal access to housing is an important component of this goal-as fundamental as the right to equal education and employment; and housing is a critical component of family and community health and stability; and

Whereas, housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights and responsibilities; and only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed; and

Now, therefore, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim April 2024 to be Fair Housing Month in the City of Post Falls.

Dated this 16 of April, 2024.


Mayor City of Post Falls



Proclamation

World Wish Month

Whereas, On April 29, 1980, Department of Public Safety officers and members of the community in Phoenix, Arizona, came together to grant the wish of Chris Greicius, a 7-year-old boy battling leukemia who wished to be a police officer.

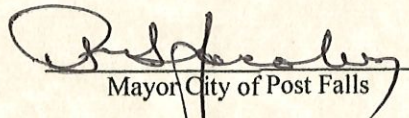
Whereas, Chris' wish inspired six of the people involved to form a foundation that would grant life-changing wishes for other children with critical illnesses. The organization known as Make-A-Wish® has since granted more than 520,000 wishes worldwide, operating in every community in the U.S. and in nearly 50 countries worldwide.

Whereas, Make-A-Wish Idaho was founded in 1986 and has granted more than 2,000 wishes that deliver hope and joy back into the lives of children with critical illnesses in Idaho.

Whereas, Research has shown that wishes can improve a child's quality of life and produce better health outcomes. When a wish is granted, a child replaces fear with confidence, anxiety with hope and sadness with joy.

Now, therefore, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, proclaim the month of April 2024 will be celebrated as World Wish Month in recognition of the anniversary of Chris Greicius' wish that inspired the founding of Make-A-Wish, and subsequently, Make-A-Wish Idaho and the global wish-granting movement.

Dated this 16 of April, 2024.


Mayor City of Post Falls



**CITY COUNCIL
MEETING MINUTES**

**April 2, 2024
6:00 PM**

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

WORKSHOP – 4:30 pm Basement Conference Room

City Council - Mayor, Steigleder, Walker, Malloy, Westlund, Shove - Present
Ziegler - Excused

Planning and Zoning Commission - Steffensen, Wilhelm, Kimball - Present
Walton, Carey, Schlotthauer, Hampe - Absent

- a. Joint Workshop with Planning and Zoning Commission on Tiny Homes

Jon Manley, Planning Manager presenting: A Tiny Home is any detached residential structure (pre-manufactured or stick built) with a total living area, excluding any attached garage, of less than eight hundred (800) square feet. A discussion was held on what should be in the tiny home code.

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove
Steigleder, Walker, Malloy, Westlund, Shove - Present
Ziegler-Excused

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

- a. Proclamation - Military Child Month

AMENDMENTS TO THE AGENDA

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- a. Amended Agenda - **ACTION ITEM**

Motion by Westlund to amend the agenda as amended.
Second by Steigleder.

Vote: Shove-Aye, Malloy-Aye, Westlund-Aye, Steigleder-Aye, Walker-Aye
Motion Carried

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – March 19, 2024, City Council Meeting
- b. Payables March 12, 2024 - March 25, 2024
- c. January Cash and Investment
- d. The Post Planned Unit Development & Subdivision Master Development Agreement
PUD-23-1/SUBD-23-4
- e. Computer equipment disposal
- f. Wastewater Capacity Replacement Fee Agreement - 6055 E. Seltice Way
- g. Fair Estates Subdivision Construction Improvement Agreement

Motion by Malloy to accept the Consent Calendar as amended.

Second by Westlund.

Vote: Malloy-Aye, Westlund-Aye, Steigleder-Aye, Walker-Aye, Shove-Aye
Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Resolution Adopting Private Road Acceptance and Memorials on Public Property
Policies

WHEREAS, the City of Post Falls adopts policies to provide guidelines to ensure effective and efficient city operations; and

WHEREAS, from time to time, city staff review and update policies to ensure that the policies remain effective and

WHEREAS, city staff are proposing the adoption of the following new or amended policies; and

WHEREAS, the City Council finds it to be in the best interest of the city to adopt such policies.

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

Section 1. Policy Adoption.

That the following policies attached hereto as exhibits are adopted:

Description	Exhibit Number
1. Acceptance of Private Roads	1
2. Roadside and Public Property Memorials	2

Section 2. Repeal of Conflicting Policies.

Policies that conflict with the policies adopted by this Resolution are hereby repealed.

Section 3. Effective Date. This Resolution, passed by a majority of the Post Fall City Council, shall be in full force and effect from and after its passage and approval according to law.

Motion by Malloy to approve Resolution Adopting Private Road Acceptance and Memorials on Public Property Policies.

Second by Walker.

Vote: Westlund-Aye, Steigleder-Aye, Walker-Aye, Shove-Aye, Malloy-Aye

Motion Carried

- b. Spokane Street Reconstruction - Recommendation of Award

Andrew Arbini, Projects Division Manager presenting: This presentation is for this item and the next. The Spokane Street Reconstruction will include replacing the asphalt pavement, relocation and replacement of fire hydrants, dry conduit installation, and surface crossing improvements at BNSF railway crossing. The lowest bid was from Interstate Concrete at \$869,050 and staff is recommending awarding the bid to them. The amendment in the engineering services contract is for a revised utility alignment under BNSF rail crossing and an increase of construction calendar days from 43 to 57. This amendment will be for an additional \$21,250. The next step is having the contractor select a construction schedule of either April-July 2024 or August-November 2024. This is in coordination with other projects and community events occurring in the area. The Idaho Department of Transportation (ITD) is showing some interest in extending the paving limits underneath I-90 to around 7th avenue.

Motion by Malloy to approve the Spokane Street Reconstruction - Recommendation of Award.

Second by Walker.

Vote: Steigleder-Aye, Walker-Aye, Shove-Aye, Malloy-Aye, Westlund-Aye

Motion Carried

- c. Spokane Street Reconstruction - Engineering Services Contract Amendment

Motion by Malloy to approve the Spokane Street Reconstruction - Engineering Services Contract Amendment.

Second by Walker.

Vote: Walker-Aye, Shove-Aye, Malloy-Aye, Westlund-Aye, Steigleder-Aye

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

- a. Contract for Impact Fee Update Phase I

Bob Seale, Community Development Director, presenting: Impact fees are payments required by local governments for new developments for the purpose of providing new or expanded public capital facilities required to serve the community and new developments. The fees are used to shift the costs of financing public facilities from the general taxpayer. Growth pays for growth. Development impact fees shall not be used for any purpose other than system improvement costs to create additional improvements to serve new growth. Collected development impact fees must be expended within 8 years from the date they were collected. City Council in 2023 directed staff to begin a new expanded study with primary topics to be covered are growth, parks, transportation, police, scaling residential fees, development land use categories, annual fee escalation. The anticipated total cost for phase I is \$115,890 with the funding for the study to come from impact fees already collected.

Motion by Malloy to approve the contract for impact Fee Update Phase I.

Second by Westlund.

Vote: Shove-Aye, Malloy-Aye, Westlund-Aye, Steigleder-Aye, Walker-Aye

Motion Carried

5. CITIZEN ISSUES

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6. ADMINISTRATIVE / STAFF REPORTS

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a. 2023-24 Snow Operations Report

Ross Junkin, Maintenance Manager presenting:

This Winter's Totals

- 4 plowable winter storms (1 residential plow)
- 20 anti-icing applications (73,114 gallons applied)
- 3 ice slicer applications (66 tons placed by the City and 71 tons placed by the Post Falls Highway District)

7. MAYOR AND COUNCIL COMMENTS

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

None

8. EXECUTIVE SESSION

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

ACTION ITEMS:

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

Motion by Westlund to enter into Executive Session pursuant to 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, further that no action will be taken during the session and the session will last no longer than 30 minutes.

Second by Malloy.

Vote: Shove-Aye, Walker-Aye, Steigleder-Aye, Malloy-Aye, Westlund-Aye

Motion Carried

Entered in to Executive Session at 6:35pm.

Exited Executive Session at 7:16pm.

RETURN TO REGULAR SESSION

9. UNFINISHED BUSINESS

ACTION ITEMS:

- a. Water Reclamation Facility Tertiary Treatment Project - Change Order #68 with Sletten Construction

John Beacham, Public Works Director presenting: This amendment will add 115 days to the contract. There is a milestone on April 22, 2024, to complete most work. This moves substantial completion to June 21, 2024. Allows 30 days for punch list items. The price is reduced by \$50,000 if the final deadline is missed. It retains other contractual remedies. This will allocate the cost share for the membrane filtration equipment supplier costs. The City will pay the contractual escalation in the amount of \$42,812 and the storage will be split at \$131,600 by the City and \$80,000 by Sletten.

Motion by Malloy to approve the Water Reclamation Facility Tertiary Treatment Project - Change Order #68 with Sletten Construction.

Second by Westlund.

Vote: Walker-Aye, Steigleder-Aye, Malloy-Aye, Westlund-aye, Shove-Aye

Motion Carried

ADJOURNMENT

7:25 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson

Councilors: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission
Building Community.

Vision
Creating a welcoming, sustainable, and dynamic community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Wolf, CSR/AP
SUBJECT: Payables March 26, 2024 - April 8, 2024

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

Accounts Payable Check Run 04/17/24/Hand Checks

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

772530.85

BUDGET CODE:

Various

ATTACHMENTS:

1. Hand Checks 04.17.24
2. Check Run 04.17.24
3. Check Run 2 04.17.24

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 4.17.24

3/29/2024	139.98	95997 Spectrum	Pay Before Due Date	001-412.000.65040
3/29/2024	228.21	95998 Ziply Fiber	Pay Before Due Date	Various
4/3/2024	\$ 49,875.00	95999 Robideaux Motors Co., Inc	Vehicle ready for Pick up	001-431.0000.90010
4/5/2024	\$ 547.52	96061 AT&T Mobility	Pay Before Due Date	650-463.0000.65030
4/5/2024	\$ 11.17	96062 AT&T Mobility	Pay Before Due Date	750-462.0000.65030
4/5/2024	\$ 652.43	96063 AT&T Mobility	Pay Before Due Date	650-466.0000.65030
4/5/2024	\$ 2,072.76	96064 AVISTA Utilities	Pay Before Due Date	Various
4/5/2024	\$ 108.92	96065 Charter Communication	Pay Before Due Date	001-443.0000.65030
4/5/2024	\$ 134.98	96066 Charter Communication	Pay Before Due Date	001-443.0000.65030
4/5/2024	\$ 169.98	96067 Charter Communication	Pay Before Due Date	001-443.0000.65030
4/5/2024	\$ 57.03	96068 Charter Communication	Pay Before Due Date	001-443.0000.65030
4/5/2024	\$ 218.98	96069 Charter Communication	Pay Before Due Date	001-443.0000.65030
4/5/2024	\$ 108.92	96070 Charter Communication	Pay Before Due Date	001-443.0000.65030
4/5/2024	\$ 110.00	96071 DeVries Info Management	Pay Before Due Date	Various
4/5/2024	\$ 141.40	96072 Kootenai Electric	Pay Before Due Date	001-431.0000.65101
4/5/2024	\$ 241.00	96073 Ross Point Water	Pay Before Due Date	Various
4/5/2024	\$ 185.22	96074 Verizon Wireless	Pay Before Due Date	001-443.0000.65030
4/5/2024	\$ 80.02	96075 Verizon Wireless	Pay Before Due Date	001-452.0000.65030
4/5/2024	\$ 120.03	96076 Verizon Wireless	Pay Before Due Date	001-453.0000.65030
4/5/2024	\$ 120.03	96077 Verizon Wireless	Pay Before Due Date	001-424.0000.65030
4/5/2024	\$ 440.11	96078 Verizon Wireless	Pay Before Due Date	Various
4/5/2024	\$ 230.19	96079 Verizon Wireless	Pay Before Due Date	Various
4/5/2024	\$ 131.78	96080 Ziply Fiber	Pay Before Due Date	Various
4/5/2024	\$ 180.18	EFT H&H Document Management	Pay Before Due Date	Various
4/5/2024	\$ 80.63	96081 AT&T Long Distance	Pay Before Due Date	01-431.0000.65030
4/5/2024	\$ 500.00	96082 East Greenacres Irrigation Water Shut - offs	Pay Before Due Date	750-462.3317.33610
4/5/2024	\$ 33.62	96083 Kootenai Electric	Pay Before Due Date	001-443.000.65021
4/5/2024	\$ 51.32	96084 Ricoh USA Inc.	Pay Before Due Date	001-421.0000.66050
4/5/2024	\$ 200.00	96085 Ross Point Water	Pay Before Due Date	750-462.3317.33610
	\$ 57,171.41			

Post Falls Check Approval



City of Post Falls

Packet: APPKT12717 - Check Run 04.09.24
Vendor Set: 01 - Vendor Set 01

Check Date: 4/9/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14499	Donna Drury				
APMWB	Check	87094	Refund of Community Garden Registration	-001-22080	40.00
VEN14891	North Idaho Mushroom Club				
APMWB	Check	4/05/24	Damage deposit refund	001-22080	250.00
Balance Sheet Accounts Total:					290.00
Dept: 411 Mayor & Council					
K112	Kootenai County Treasurer				
APMWB	Check	FY24-2 POST FALL	2nd half of participation agreement FY 2024	001-411.0000.63870	20,206.00
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5747	Veritas Advisors March 2024 Lobbying	001-411.0000.62040	2,916.66
Dept 411 Total:					23,122.66
Dept: 413 General Services					
VEN02035	Staples, Inc				
APMWB	Check	6000942166	Office Supplies-Admin	001-413.0000.63060	11.18
Dept 413 Total:					11.18
Dept: 414 Finance					
B091	BDS				
APMWB	Check	93728	Utility Billing	001-414.1445.62170	5,830.23
		93247		001-414.1445.62170	5,817.73
				001-414.1445.62190	3,797.71
		93728		001-414.1445.62190	3,794.21
P4835	ProPrint				
APMWB	Check	65111	Business cards - J Faulkner	001-414.0000.63060	31.00
Dept 414 Total:					19,270.88
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000021120-03292	ICDBG Public Hearing Publication	001-415.0000.62000	51.12
Dept 415 Total:					51.12
Dept: 417 Media/Cable Franchise					
VEN14766	CivicPlus, LLC				
APMWB	Check	INV0147782	Civic Plus Mass Notification Software	001-417.0000.66014	10,123.00
		INV0147783	CivicPlus Website	001-417.0000.66014	25,251.80
Dept 417 Total:					35,374.80
Dept: 421 Police					
VEN14905	Car Wash Plaza				
APMWB	Check	1088	Patrol car wash services	001-421.0000.67170	100.00
VEN14145	Charter Communications				
APMWB	Check	0337140032024	PD Internet	001-421.0000.65030	159.98
C210	City of Post Falls				
APMWB	Check	INV0147768	28-0243-00	001-421.0000.65004	274.09
VEN14742	Concept Seating Division				
APMWB	Check	127278	Dispatch chair maintenance and repairs	001-421.0000.63060	510.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	027310676	Tourniquet for uniform - Gochenour	001-421.0000.67020	29.44
		027328349	Mag holder - Casey	001-421.0000.67020	37.26
		027328250	Mace holder - Brabender	001-421.0000.67020	39.40

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1153612	Tires - PFPD147	001-421.0000.67190	564.00
		197-1153611	Tires - PFPD135 and PFPD136	001-421.0000.67190	1,278.24
G116	Graybar Electric Company, Inc.				
APMWB	Check	9336469046	Tech room racks	001-421.0000.66041	661.76
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5003618	SL-N-Sensors for stock	001-421.0000.67100	298.08
N001	Napa Auto Parts				
APMWB	Check	3688-284453	Gaskets - PFPD123	001-421.0000.67100	16.98
		3688-282338	Cleats for stock	001-421.0000.67100	102.48
		3688-284785	Car battery - PFPD114	001-421.0000.67100	140.86
		3688-285368	Car batteries - PFPD120	001-421.0000.67100	140.86
		3688-282413	Battery - PFPD104	001-421.0000.67100	140.86
		3688-283409	Wiper blades - stock	001-421.0000.67100	80.94
		3688-284885	Water pump - PFPD100	001-421.0000.67100	68.21
		3688-284327	Surface conditioning discs for shop	001-421.0000.67100	67.82
		3688-285653	Brake pads and rotors - PFPD120	001-421.0000.67100	195.78
		3688-285654	Hub bearing assembly - PFPD120	001-421.0000.67100	307.70
		3688-282933	Battery and mount - PFPD136	001-421.0000.67100	248.18
		3688-285395	Misc oil filteres	001-421.0000.67100	426.24
		3688-283470	ATF - stock	001-421.0000.67100	105.60
		3688-285673	Automatic Transmission fluid - PFPD125	001-421.0000.67100	51.24
		3688-283472	Filter kit - PFPD104	001-421.0000.67100	10.13
		3688-283667	Super glue for shop	001-421.0000.67100	4.72
		3688-282932	Fuel hose for stock	001-421.0000.67100	22.90
		3688-284649	Misc filters for stock	001-421.0000.67100	44.21
		3688-282973	Core Deposit - PFPD	001-421.0000.67100	-18.00
		3688-282482		001-421.0000.67100	-36.00
		3688-282934	Fuel hose - stock	001-421.0000.67100	22.90
		3688-283590	Air filters - stock	001-421.0000.67100	40.00
		3688-285369	Steering tie rod end - PFPD120	001-421.0000.67100	124.72
VEN03694	Otis Elevator Company				
APMWB	Check	100401498540	Elevator maintenance 4/1-6/30	001-421.0000.68060	1,328.52
S0760	Seltice Laundry				
APMWB	Check	8/168	Car wash usage	001-421.0000.67170	14.62
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	INV-5567	Uniform jumpsuit repair - Boyle	001-421.4000.72000	80.00
T0030	T-Mobile USA				
APMWB	Check	986172479 032124	Patrol mobile devices	001-421.0000.65030	2,024.01
VEN03255	Zipty Fiber				
APMWB	Check	208-773-3518-0620	PD Phones	001-421.0000.65030	295.28
Dept 421 Total:					10,004.01
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-424.0000.64030	99.04
VEN14845	Smith & Malek, PLLC				
APMWB	Check	49588	PF & CDA vs KC Treasury	001-424.0000.62040	3,465.00
Dept 424 Total:					3,564.04
Dept: 431 Streets					
A365	American On-Site Services				
APMWB	Check	I19188	Streets Portajohn cleanout	001-431.0000.68130	78.00
		I10569	Streets Port-a-john clean out	001-431.0000.68130	78.00
VEN14174	ATSI				
APMWB	Check	INV110126	2024 Tester Certification - 12 month calibrati	001-431.0000.66016	826.52
B120	Big Country Communications				
APMWB	Check	21863	Radio upgrades	001-431.0000.67040	1,130.95
		21862		001-431.0000.67040	1,130.95
VEN05261	CDA PAVING				
APMWB	Check	93193	3/4" minus crushed base	001-431.0000.68130	527.60

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14467	CDA Redi Mix & Precast, Inc				
APMWB	Check	76377	Concrete Dissolver	001-431.0000.68130	41.38
C210	City of Post Falls				
APMWB	Check	INV0147768	28-0243-00	001-431.0000.65004	187.91
C291	Coeur d' Alene Press				
APMWB	Check	0000019594	Spokane Street Rehab CDA Press Bid Ad In	001-431.1811.95040	254.24
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-431.0000.64030	4,821.96
VEN14939	Custom Chemicals and Coatings LLC				
APMWB	Check	15066	SaltsGone salt neutralizer for snow equipme	001-431.0000.68080	2,475.00
G010	Galeton Gloves				
APMWB	Check	2709871	Adopt-A-Street Gloves	001-431.0000.63110	229.61
VEN01373	Intermountain Sign & Safety				
APMWB	Check	18489	Aluminum Blanks	001-431.0000.63260	75.00
		18448		001-431.0000.63260	126.30
		18447	Post Caps	001-431.0000.63260	80.00
		18473	Aluminum Blanks	001-431.0000.63260	29.40
		18453	Straight leg bracket	001-431.0000.63260	24.00
		18489	Aluminum Blanks	001-431.0000.63260	150.00
		18497	Butyl Pads	001-431.0000.68130	8.00
K100	Kootenai County Solid Waste				
APMWB	Check	10-32216/943812	General Refuse	001-431.0000.68130	11.70
		10-32216/09-49780	General Refuse - Streets	001-431.0000.68150	29.25
VEN14930	National Safety Inc				
APMWB	Check	0720539-IN	Corded Ear Plug stock	001-431.0000.63110	77.80
		0720462-IN	Streets Uniform Items	001-431.4000.72000	33.87
		0719986-IN	Safety Vest - Clint	001-431.4000.72000	26.20
		0720462-IN	Streets Uniform Items	001-431.4000.72000	52.13
VEN05363	North 40 Outfitters				
APMWB	Check	046245/E	Gaskets, air tips - S346	001-431.0000.68130	99.55
P1001	Pape Machinery				
APMWB	Check	15161020	Tooth for Box on S348	001-431.0000.68130	64.14
R251	Serights Ace Hardware				
APMWB	Check	352892/1	Anchors	001-431.0000.63110	21.14
		352901/1	Exchange of anchors from 352892/1	001-431.0000.63110	4.95
		353208/1	Duct tape	001-431.0000.63260	10.42
		353743/1	Markers	001-431.0000.63260	3.41
		353445/1	Extension Cords	001-431.0000.67090	40.49
		353013/1	Diab Recip 6" 8/10T 5pk	001-431.0000.67090	14.39
		353736/1	Diablo Saw blades	001-431.0000.67090	21.59
		353610/1	Garden Sprayer, WD40	001-431.0000.68130	16.18
		353043/1	WD40 & Propane	001-431.0000.68130	88.94
		353092/1	PVC Riser	001-431.0000.68130	2.32
		353499/1	nails bolts	001-431.0000.68130	3.90
		353414/1	Marking Paint	001-431.0000.68130	53.94
		353498/1	hoses, clamps - S346	001-431.0000.68130	50.97
		352932/1	Clevis hooks for trailer	001-431.0000.68130	21.58
		353511/1	Hose barbs, O-rings - S346	001-431.0000.68130	9.89
		353543/1	Baracade caution tape	001-431.0000.68130	25.18
		353049/1	Buckets w/Lids	001-431.0000.68130	25.32
		353610/1	Garden Sprayer, WD40	001-431.0000.68130	5.39
		353039/1	variety of tools for skidsteer	001-431.0000.68130	46.19
		353610/1	Garden Sprayer, WD40	001-431.0000.68130	17.99
		353335/1	Muriatic Acid - Hammer Handle	001-431.0000.68130	21.58
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240100887-00	Nuts bolts screws	001-431.0000.63260	221.71
T090	Thorco, Inc.				
APMWB	Check	1795276	Camera & green arrow - Pointe Parkway	001-431.0000.68140	411.25
VEN14310	US Fleet Tracking LLC				
APMWB	Check	466757	GPS tracking - 19 of Streets vehicles	001-431.0000.66016	569.05
Z026	Ziegler Lumber Co #017				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	658469	Cement	001-431.0000.68130	733.95
Dept 431 Total:					15,111.18
Dept: 432 Public Works Administration					
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-432.0000.64030	71.94
Dept 432 Total:					71.94
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-433.0000.64030	253.44
VEN04236	Ramey's Yard Care				
APMWB	Check	723837	Pest control spray	001-433.0000.68010	115.00
S0760	Seltice Laundry				
APMWB	Check	8-149	Laundry service	001-433.0000.63160	43.66
		8-156		001-433.0000.63160	43.08
		8-169		001-433.0000.63160	27.92
		8-165		001-433.0000.63160	36.63
		8-164		001-433.0000.63160	40.33
R251	Serights Ace Hardware				
APMWB	Check	353202-1	Picture hanging supplies	001-433.0000.63730	26.86
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	520529	Paper supplies CH and PD	001-433.0000.63140	572.14
		520530	Cleaning supplies	001-433.0000.63150	148.83
		520683	New build bathroom hardware	001-433.0000.63730	386.07
		520318	New Vacuum	001-433.0000.66190	928.92
Dept 433 Total:					2,622.88
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	95294	Hydraulic hoses - S225	001-434.0000.63011	198.34
		95306	Vibration pad & Slings	001-434.0000.63011	57.90
		95404	Hydraulic hose - Parks	001-434.0000.63012	86.56
		95356	Hydraulic fitting for Fleet Air Compressor	001-434.0000.68010	201.90
A497	Arrow Construction Supply, Inc				
APMWB	Check	394452	Engine cover for crafco melter	001-434.0000.90010	2,435.58
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4188078831	Fleet Laundry & Rug service	001-434.0000.63160	81.45
C0790	Cobalt Truck Equipment				
APMWB	Check	S25822	misc parts	001-434.0000.63011	21.80
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-434.0000.64030	262.57
C3818	Cooper Fabrication, Inc.				
APMWB	Check	27607	Seatbelt repair - S217	001-434.0000.67170	137.50
VEN12746	Mountain States Electric Inc				
APMWB	Check	6931	insallation of Fleets new air compressor	001-434.0000.68010	1,450.00
N001	Napa Auto Parts				
APMWB	Check	3688-283708	Battery return & Core Deposit	001-434.0000.63011	-148.12
		3688-283528	Relay Kit - S222	001-434.0000.63011	26.45
		3688-286545	LED lamp - S555	001-434.0000.63011	46.62
		3688-285394	Filter stock	001-434.0000.63011	310.55
		3688-283502	Primary Wire - 100 ft spool	001-434.0000.63011	94.80
		3688-285649	Fuel Cap - F101	001-434.0000.63011	11.99
		3688-283169	Fuse Holders	001-434.0000.63011	47.00
		3688-283530	Battery - S213	001-434.0000.63011	148.12
		3688-281946	Split Poly Loom	001-434.0000.63011	26.42
		3688-286590	Contura Rocker - S568	001-434.0000.63011	28.54
		3688-283545	Battery - S213	001-434.0000.63011	130.12
		3688-285796	Core Deposit refund - P453	001-434.0000.63012	-9.00
		3688-287061	Air Filter - P114	001-434.0000.63012	26.66
		3688-286164	Air Filter - P113	001-434.0000.63012	14.45

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	3688-285394	Filter stock	001-434.0000.63012	310.55
		3688-283502	Primary Wire - 100 ft spool	001-434.0000.63012	82.95
		3688-285335	Battery - P453	001-434.0000.63012	138.37
		3688-281946	Split Poly Loom	001-434.0000.63012	26.42
		3688-286620	Filter Stock	001-434.0000.63012	45.75
		3688-283164	Fuse Holders	001-434.0000.63012	5.88
		3688-286217	Washer Fluid Cap - P113	001-434.0000.63012	6.17
		3688-285394	Filter stock	001-434.0000.63013	266.18
		3688-285389	oil filters - LoomSplit poly	001-434.0000.63013	44.03
		3688-283162	Fuse Holder	001-434.0000.63013	5.88
		3688-283502	Primary Wire - 100 ft spool	001-434.0000.63013	59.25
		3688-281946	Split Poly Loom	001-434.0000.63013	22.66
		3688-284192	Motor Tune-up fluid	001-434.0000.63013	16.98
		3688-285392	Battery Charger	001-434.0000.67090	440.00
		3688-285616	Return battery charger - i#3688-282990	001-434.0000.67090	-233.97
VEN08121	PacWest Machinery LLC				
APMWB	Check	30420186	Sweeper Service - S555	001-434.0000.67170	1,300.22
P1001	Pape Machinery				
APMWB	Check	15170315	Wear plate & cutting edges for Box Scraper	001-434.0000.63011	663.23
P180	Perfection Tire				
APMWB	Check	1071882	Routine Service - P114	001-434.0000.67170	1,277.35
R251	Serights Ace Hardware				
APMWB	Check	353644/1	nails bolts nuts	001-434.0000.63011	0.85
		352930/1	Wall Clock	001-434.0000.63060	10.79
		353360/1	Wall Charger	001-434.0000.67090	15.29
		353164/1	"plumbing" for Fleet oil tank	001-434.0000.67090	28.03
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240101884-00	Nuts & Bolts Stock	001-434.0000.63011	185.82
		240100878-00	Nuts Bolts Screws	001-434.0000.63011	65.49
				001-434.0000.63012	65.50
		240101884-00	Nuts & Bolts Stock	001-434.0000.63012	185.80
				001-434.0000.63013	123.88
		240100878-00	Nuts Bolts Screws	001-434.0000.63013	56.14
Z026	Ziegler Lumber Co #017				
APMWB	Check	653848	Wedge Bolts	001-434.0000.63011	11.60
Dept 434 Total:					10,915.29
Dept: 435 GIS					
VEN02035	Staples, Inc				
APMWB	Check	6000942167	Office Supplies - GIS	001-435.0000.63060	75.49
Dept 435 Total:					75.49
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-441.0000.64030	770.76
VEN14867	CW Signs				
APMWB	Check	1635	Trail Marker Reflective Decals	001-441.0000.62040	210.00
R251	Serights Ace Hardware				
APMWB	Check	353037/1	Gate Installation	001-441.0000.62040	14.39
		353108/1	Staple guns & staples	001-441.0000.67090	106.93
		CM0004959	Process Credit Memo to balance	001-441.0000.67090	-3.81
Dept 441 Total:					1,098.27
Dept: 442 Cemetery					
C210	City of Post Falls				
APMWB	Check	INV0147768	28-0243-00	001-442.0000.65004	95.52
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-442.0000.64030	326.36
R251	Serights Ace Hardware				
APMWB	Check	353098/1	concrete	001-442.0000.68170	553.28

Packet: APPKT12717 - Check Run 04.09.24

Check Date: 4/9/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003032212	Acetylene for Welder	001-443.0000.64030	9.08
A365	American On-Site Services				
APMWB	Check	I19137	Warren Portable	001-443.0000.65050	23.91
		I19148	Tullamore Portable	001-443.0000.65050	112.00
		I19106	4th St. Trailhead Portable	001-443.0000.65050	105.00
		I19111	Crown Pointe Portable	001-443.0000.65050	78.00
		I19108	Falls Park Portable	001-443.0000.65050	228.00
		I19107	Black Bay Portable	001-443.0000.65050	78.00
		I19138	Landings Portable	001-443.0000.65050	23.91
		I19114	Skate Park Portable	001-443.0000.65050	105.00
		I19109	Corbin Portables	001-443.0000.65050	183.00
		I19133	Hilde Kellogg Portable	001-443.0000.65050	23.91
		I19134	Upper Corbin Portable	001-443.0000.65050	23.91
		I19135	Woodbridge Portable	001-443.0000.65050	23.91
		I19136	Singing Hills Portable	001-443.0000.65050	23.91
		I19143	Kiwanis Portable	001-443.0000.65050	225.00
		I19112	White Pine Portable	001-443.0000.65050	78.00
		I19113	Q'emiln Portables	001-443.0000.65050	366.00
B120	Big Country Communications				
APMWB	Check	21842	Install radio in Parks truck	001-443.0000.62180	960.60
		21841	Install communication radio into a truck	001-443.0000.62180	1,005.65
VEN10155	Bill's Heating Air Appliance Repair, LLC				
APMWB	Check	26905338	Repair Q'emiln Shop Heater	001-443.1658.62330	59.00
		26810143	Q'emiln Shop Furnace Repair	001-443.1658.62330	175.00
VEN05261	CDA PAVING				
APMWB	Check	92842	Crushed Gravel for Shop Yard	001-443.0000.68170	76.25
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1213529	March 2024 Background Checks	001-443.0000.62080	259.94
C210	City of Post Falls				
APMWB	Check	INV0147768	28-0243-00	001-443.0000.65004	847.12
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-443.0000.64030	3,412.22
C3818	Cooper Fabrication, Inc.				
APMWB	Check	27573	Tullamore Playground Repair	001-443.0000.68013	175.00
VEN14867	CW Signs				
APMWB	Check	1673	Decal for Esplande Sign	001-443.0000.63260	9.99
VEN14499	Donna Drury				
APMWB	Check	87094	Refund of Community Garden Registration	-001-443.1667.34322	63.60
F020	Fastenal Company				
APMWB	Check	IDCOE197419	Hardware for Buoys	001-443.0000.67050	940.52
VEN03826	FMI Equipment				
APMWB	Check	SPK-12281	P310 Avant 760 and attachments (New)	001-443.0000.90010	30,971.36
G098	Grainger				
APMWB	Check	9064821631	Leather Gloves for Safety	001-443.0000.63110	239.40
		9073046261	Filter for Air Sniffer	001-443.0000.67030	22.53
		9071805213	Batteries for Stock	001-443.0000.67030	42.75
H002	H & E Equipment Services Inc				
APMWB	Check	99211793	Air Compressor Rental for Woodbridge	001-443.0000.67070	216.25
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR321067	Parks Ricoh	001-443.0000.66061	57.57
H1957	Horizon				
APMWB	Electronic Funds Transf	7F011429	Woodbridge Irrigation	001-443.0000.94180	481.95
		2S202994	Irrigation Parts for Woodbridge Park Improve	001-443.0000.94180	5,311.00
		7F010918	Woodbridge Project - Irrigation	001-443.0000.94180	138.17
		7F011430	Return	001-443.0000.94180	-237.84
		2S204053	South Side Irrigation Parts	001-443.0000.94180	258.75
I340	Interstate Concrete & Asphalt				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	949049	Concrete for Woodbridge Project	001-443.0000.94180	344.00
		950266	Woodbridge project stem wall	001-443.0000.94180	430.00
		951822	Woodbridge - Gravel	001-443.0000.94180	595.28
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032032629	Safety Glasses Liner	001-443.0000.63110	112.00
		00320312630	Safety glasses with liner	001-443.0000.63110	741.60
VEN14775	Park N Play Northwest LLC				
APMWB	Check	635	Red Wave Slide for White Pine	001-443.0000.68013	2,415.27
R060	Ragan Equipment Co.				
APMWB	Check	01-140797	Blower Repair	001-443.0000.66190	373.15
		01-140796	Backpack Blower Repairs	001-443.0000.66190	385.65
		01-140798	Repair Backpack Blower	001-443.0000.66190	136.94
R1913	Rockhound Landscape Supply				
APMWB	Check	03.26.24	Brown Basalt for Depot Island	001-443.0000.68170	78.00
		03.26.2024B	Brown Basalt - Depot Island	001-443.0000.68170	234.00
S0760	Seltice Laundry				
APMWB	Check	8/157	Car Washes	001-443.0000.63150	16.23
R251	Serights Ace Hardware				
APMWB	Check	353357/1	Cleaning Supplies	001-443.0000.63110	38.67
		353340/1	Safety equipment and hardware.	001-443.0000.63110	44.98
		353301/1	Cleaning supply	001-443.0000.63150	17.99
		353585/1	Broom	001-443.0000.63150	11.69
		352954/1	Rust Cleaner	001-443.0000.63150	8.99
		353385/1	Cleaning supply	001-443.0000.63150	21.56
		353239/1	Tire plug kits	001-443.0000.66190	15.55
		353235/1	Door Hinge Pin	001-443.0000.67030	6.46
		353112/1	Bolts	001-443.0000.67030	17.95
		353161/1	Hardware for north parks	001-443.0000.67030	17.99
		353342/1	Steel handle	001-443.0000.67030	44.99
		353339/1	Ground Fabric for Depot Island	001-443.0000.67030	80.98
		352839/1	Paracord for Parks	001-443.0000.67030	91.74
		353340/1	Safety equipment and hardware.	001-443.0000.67030	17.07
		353402/1	Saw Blade	001-443.0000.67090	22.49
		353128/1	Tools for Crew	001-443.0000.67090	79.17
		353655/1	Marking Paint	001-443.0000.68160	9.89
		CM0004959	Process Credit Memo to balance	001-443.0000.68160	-8.81
		346172/1	Credit Memo for items returned	001-443.0000.68160	-7.99
		353033/1	Woodbridge Project	001-443.0000.94180	15.46
		352959/1	Woodbridge Restroom Remodel	001-443.0000.94180	50.34
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	139409509-001	Irrigation Parts	001-443.0000.68230	200.67
		139456887-001	Irrigation parts	001-443.0000.68230	40.47
		139799467-001	Irrigation Parts for Woodbridge	001-443.0000.94180	159.84
		139263226-001	Woodbridge Project	001-443.0000.94180	638.14
VEN05934	Sunbelt Rentals				
APMWB	Check	151390468-0001	Floor Burnisher Rental	001-443.0000.67070	314.25
T106	Titan Truck Equipment				
APMWB	Check	1367656	Mounts for Trucks	001-443.0000.66190	690.47
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	521203	Hand soap & paper towels	001-443.0000.63150	471.58
		520724	Cleaning Supplies	001-443.0000.63150	76.69
Z026	Ziegler Lumber Co #017				
APMWB	Check	657975	Nails	001-443.0000.67030	59.99
		653847	Shovels	001-443.0000.67090	68.75
Dept 443 Total:					56,377.45
Dept: 445 Recreation					
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1213529	March 2024 Background Checks	001-445.0000.62080	1,247.95
VEN01241	City of Hayden				
APMWB	Check	24-00002797	Shared hotel for IRPA Conference	001-445.0000.64010	208.50

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-445.0000.64030	78.93
VEN14917	Crystal Reiber				
APMWB	Check	03/28/24	Contractual Payment	001-445.0000.62040	84.00
VEN14772	Family Friendly DJ				
APMWB	Check	1823	Daddy Daughter DJ	001-445.0000.63080	250.00
V040	ODP Business Solutions				
APMWB	Check	358263999001	Office Supplies-Recreation	001-445.0000.63060	36.19
		358266670001		001-445.0000.66042	59.34
		356358719001	Office Supplies- Recreation	001-445.0000.66050	286.63
P4322	Post Falls School Dist #273				
APMWB	Check	01172024PR	Daddy Daughter Facility Usage	001-445.0000.63080	200.00
S054	Schmidt, Sheila				
APMWB	Electronic Funds Transf	03.27.24	Contractual Payment	001-445.0000.62040	1,338.40
		4/08/24		001-445.0000.62040	2,255.20
VEN14261	The JACC				
APMWB	Check	03.26.24	Contractual Payment	001-445.0000.62040	794.50
Dept 445 Total:					6,839.64
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000020772-03192	Public Notice Publication - 1170 Mullan SUP	001-451.0000.62000	188.66
		0000020736-03192	Public Notice Publication - Pleasant View SU	001-451.0000.62000	228.07
		0000020766-03192	Public Notice Publication -Northshore SUBD	001-451.0000.62000	355.42
		0000020764-03192	Public Notice Publication -Legion Park SUP	001-451.0000.62000	276.50
VEN02035	Staples, Inc				
APMWB	Check	6000942166	Office Supplies-Admin	001-451.0000.63060	15.08
Dept 451 Total:					1,063.73
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	93247	Utility Billing	001-452.0000.62040	50.00
		93728		001-452.0000.62040	50.00
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-452.0000.64030	585.67
R251	Serights Ace Hardware				
APMWB	Check	3535901	Inspector supplies	001-452.0000.63000	40.47
		CM0004958	Return of GFCI Tester	001-452.0000.63000	-23.38
Dept 452 Total:					702.76
Dept: 453 Engineering					
A477	APWA				
APMWB	Check	000636841	Inv #000636841 (Bill Melvin - City of Post Fa	001-453.0000.62060	1,206.00
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	001-453.0000.64030	227.68
VEN02035	Staples, Inc				
APMWB	Check	6000942166	Office Supplies-Admin	001-453.0000.63060	13.73
Dept 453 Total:					1,447.41
Dept: 481 Capital Improvements/Contracts					
C210	City of Post Falls				
APMWB	Check	INV0147768	28-0243-00	001-481.0000.68390	122.59
VEN14783	ClearGov Inc.				
APMWB	Electronic Funds Transf	INV0147834	ClearGov Strategic Plan Tracking Software	001-481.0000.80330	10,500.00
Dept 481 Total:					10,622.59
Fund 001 Total:					199,612.48

Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool
[VEN14039](#) OneBridge

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	INV2667	April HSA Admin Fees	003-482.4155.71210	150.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	INV-00201886	March 2024 COBRA notices	003-482.0000.62160	112.00
R1249	Uprise Health				
APMWB	Check	287018	April - June EAP service	003-482.4000.73000	1,647.75
Dept 482 Total:					1,909.75
Fund 003 Total:					1,909.75
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transfr	March 2024	Impact Fees for March 2024	034-428.0000.33117	-240.00
				034-428.0000.62040	5,544.00
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transfr	March 2024	Impact Fees for March 2024.	034-428.0000.33117	-480.00
				034-428.0000.62040	50,139.00
Dept 428 Total:					54,963.00
Fund 034 Total:					54,963.00
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfr	41354090-026	Inv #41354090-026 Chase Rd BNSF	037-431.0000.95136	7,106.74
Dept 431 Total:					7,106.74
Fund 037 Total:					7,106.74
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003032287	High Pressure Rental	650-463.0000.68025	9.08
A424	Anatek Labs, Inc.				
APMWB	Check	2407005	Surface Water Testing	650-463.0000.68360	565.00
		2407006		650-463.0000.68360	615.00
VEN14632	Aquatic Informatics Inc				
APMWB	Check	105712	WIMS Upgrade	650-463.0000.80030	1,000.00
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transfr	1213529	March 2024 Background Checks	650-463.0000.62080	127.48
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4187446540	WWTP Uniforms	650-463.4000.72000	167.94
		4188079178	Uniforms WW	650-463.4000.72000	167.94
C210	City of Post Falls				
APMWB	Check	INV0147768	28-0243-00	650-463.0000.65080	136.92
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	650-463.0000.65005	446.93
D070	Dell Marketing LP				
APMWB	Check	INV0147837	Replacement laptop for Borrenpohl	650-463.0000.80010	742.90
G098	Grainger				
APMWB	Check	9062990735	Plastic Rod: 4 ft Plastic Lg, Black, Opaque,	1650-463.0000.68025	12.94
L01935	Landia, Inc.				
APMWB	Check	15419	AX pump replacement	650-463.3122.68400	18,228.00
N001	Napa Auto Parts				
APMWB	Check	3688-284258	Safety Absorbent Roll	650-463.0000.68025	56.36
VEN14559	One Call Concepts, Inc				
APMWB	Check	4035024	Locate Tickets Mar 2024	650-463.0000.62320	397.80
Q001	Quality Control Services Inc.				
APMWB	Check	74118	Lab Supplies	650-463.0000.63400	1,189.85
VEN14929	Rojo Ink				
APMWB	Check	WWTP	WW Uniform Hats	650-463.4000.72000	856.25

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
R251	Serights Ace Hardware				
APMWB	Check	353544/1	HOSE AIR 3/8"ID X 5/8"OD	650-463.0000.67090	42.96
		352748/1	WWTP Supplies	650-463.0000.68025	140.51
		353250/1	Plant Supplies	650-463.0000.68025	4.48
		352837/1	HEX BUSHING3/4MX1/2"F	650-463.0000.68025	11.86
		352984/1	Shop Supplies	650-463.0000.68025	32.89
		353226/1	Plant Supplies	650-463.0000.68025	2.58
VEN01959	Washington State Department of Ecology				
APMWB	Check	2024-BT1005	2024 WA DOE Biosolids Annual Permit Fee	650-463.0000.62150	5,305.39
Dept 463 Total:					30,261.06

Dept: 466 Wastewater - Collections

C064	Cascade Columbia Distribution				
APMWB	Check	889346	Activated carbon for L/S odor control	650-466.0000.63006	7,119.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4188079178	Uniforms WW	650-466.4000.72000	167.94
		4187446540	WWTP Uniforms	650-466.4000.72000	167.94
C210	City of Post Falls				
APMWB	Check	INV0147768	28-0243-00	650-466.0000.65080	12.82
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	650-466.0000.65005	1,641.54
C3090	Columbia Electric Supply				
APMWB	Check	1120-1017100	L/S pressure transducers	650-466.0000.63006	2,181.42
L060	Les Schwab Central Billing Dep				
APMWB	Check	10500977960	Flat Repair -2023 KW T880	650-466.0000.67170	48.28
P180	Perfection Tire				
APMWB	Check	1069249	FLAT REPAIR & TRIBLUE TPMS SENSOR	650-466.0000.67170	110.00
VEN14929	Rojo Ink				
APMWB	Check	WWTP	WW Uniform Hats	650-466.4000.72000	856.25
R251	Serights Ace Hardware				
APMWB	Check	352783/1	DRY LUBE LOCK & WASHR HOSE RUBBR	650-466.0000.63006	10.06
		353097/1	Steel Grip 11 in. L Black Cable Tie	650-466.0000.63330	13.49
		352810/1	WWTP Shop Supply	650-466.0000.63330	68.89
		353553/1	Thread locker & Bolts	650-466.0000.68021	19.35
T106	Titan Truck Equipment				
APMWB	Check	1366827	Hydraulic System T119	650-466.0000.67170	369.61
W095	Welding Fabrication Services				
APMWB	Check	24822	Tap Actuator at 12th Ave Lift Station	650-466.0000.68021	675.00
VEN14518	Woodhawk Controls, LLC				
APMWB	Check	WC-24069-01	Low Level Call Out Alarm	650-466.0000.68021	620.00
Dept 466 Total:					14,081.59

Dept: 468 Wastewater - Surface Water

C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	650-468.0000.65005	448.66
F1275	Fox Trailer Sales				
APMWB	Check	404497	Surface water mower trailer	650-468.0000.80240	3,995.00
N001	Napa Auto Parts				
APMWB	Check	3688-283601	Wiper Blades D200 & Cleaner	650-468.0000.67170	23.27
R251	Serights Ace Hardware				
APMWB	Check	353299/1	SPRAYER BACKPACK 4GAL	650-468.0000.68360	80.99
		353201/1	Tarp Straps & Pail	650-468.0000.68380	14.98
		353341/1	PICKUP TOOL 36"	650-468.0000.68380	25.19
		352765/1	Sparkplug Surface Water	650-468.0000.68380	28.76
		352775/1	Electric Tape, S-Biner	650-468.0000.68380	31.28
		353048/1	Snap Loc E-Track, Link Chain	650-468.0000.68380	74.78
Dept 468 Total:					4,722.91
Fund 650 Total:					49,065.56

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 463 Wastewater Operating					
P050	Panhandle Area Council				
APMWB	Check	47-PFLM	Tertiary Upgrade PAC Invoice March 2024	651-463.3213.90015	1,871.00
VEN14291	Sletten Construction Company				
APMWB	Electronic Funds Transf	Sletten Pay App 40	Tertiary Upgrade Pay App#40 February 2024	651-463.3213.90015	146,441.85
Dept 463 Total:					148,312.85
Fund 651 Total:					148,312.85

Fund: 700 - SANITATION

Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	39432	30 yd dumpster of wood waste	700-461.0000.65050	525.00
K100	Kootenai County Solid Waste				
APMWB	Check	10-30289/09-55696	Yard waste	700-461.0000.65050	20.80
		10-30289/09-55313	Yard Waste	700-461.0000.65050	28.60
		10-30289/09-55360		700-461.0000.65050	29.25
		10-30289/09-42896	General Refuse	700-461.0000.65050	33.80
		10-30289/09-57062	Big Can Refuse	700-461.0000.65050	26.65
		10-30289/09-49287	Yard waste	700-461.0000.65050	34.45
		10-30289/09-63571	Yard Waste	700-461.0000.65050	45.50
		10-30289/09-50316	General Refuse	700-461.0000.65050	53.30
		10-30289/09-48359		700-461.0000.65050	56.55
		10-30289/09-63432	Yard waste	700-461.0000.65050	25.35
		10-30289/09-58032	General Refuse	700-461.0000.65050	24.70
		10-30289/09-55587	Yard Waste	700-461.0000.65050	24.70
		10-30289/09-42972	General Refuse	700-461.0000.65050	22.10
		10-30289/09-49182	Yard waste	700-461.0000.65050	17.55
		10-30289/09-58076	General Refuse	700-461.0000.65050	14.30
		10-30289/09-49142	Wood Waste	700-461.0000.65050	12.60
		10-30289/09-55415	Yard Waste	700-461.0000.65050	27.95
		10-30289/09-55272		700-461.0000.65050	27.95
Dept 461 Total:					1,051.10
Fund 700 Total:					1,051.10

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	137679	Coliform Presence/Absence	750-462.0000.68360	150.00
		137663		750-462.0000.68360	150.00
VEN14124	Badger Meter, Inc.				
APMWB	Check	80155189	BEACON MBL HOSTING SERV UNIT	750-462.0000.66012	62.82
C1161	CDA Garbage				
APMWB	Electronic Funds Transf	2374761	Recycle Bin	750-462.0000.65050	4.00
VEN05261	CDA PAVING				
APMWB	Check	92911	3/4" Crushed Base & Dumping	750-462.0000.63280	109.30
C220	Coleman Oil Co				
APMWB	Check	CP-0103530	Fuel Usage - March	750-462.0000.64030	1,598.01
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011642478.001	Armorcast Meter Box & Covers	750-462.0000.63280	5,732.07
		S011759599	Smartshore Kit NO. 5	750-462.0000.90050	8,059.00
H215	Core & Main LP				
APMWB	Check	U365570	18x6 Tap Sleeve	750-462.0000.63280	2,520.43
D070	Dell Marketing LP				
APMWB	Check	INV0147837	Replacement laptop for Borrenpohl	750-462.0000.80010	742.90
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transf	1489256	2" Meter W/8 Dial, 10' Lead Wildfire	750-462.0000.63280	4,890.00
		1489251	2" Meter W/8 Dial, 10' Lead Millworks	750-462.0000.63280	4,890.00
		1489250	2" Meter W/8 Dial, 10' Lead for Brinkman	750-462.0000.63280	4,890.00
		1489255	2" Meter HRE, 8 Dial, 10' Lead	750-462.0000.63280	2,518.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transfr	1489261	2" Meter HRE, 8 Dial, 10' Lead	750-462.0000.63280	2,445.00
		1489257	2" Meter W/8 Dial, 10' Lead	750-462.0000.63280	2,445.00
		1489254		750-462.0000.63280	2,445.00
		1489252		750-462.0000.63280	2,445.00
		1489253		750-462.0000.63280	2,445.00
		1489244	2" Meter HRE, 8 Dial, 10' Lead	750-462.0000.63280	2,445.00
		1489260		750-462.0000.68235	2,445.00
		1489249	2" Meter W/8 Dial, 10' Lead Stock	750-462.0000.68235	2,445.00
		1489247	2" Meter HRE, 8 Dial, 10' Lead	750-462.0000.68235	2,445.00
		1489246		750-462.0000.68235	2,445.00
		1489245		750-462.0000.68235	2,445.00
		1489262	1" Meter Orion ME Transmitter, Twist Tight C	750-462.0000.91280	8,280.00
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR321071	Water Copier 3/1-3/31/2024	750-462.0000.63060	50.76
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0171433	Well House #4 JUB Invoice February 2024	750-462.3227.95550	15,276.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	6267505/1	Oil Change & Tire Rotation W119(Short Pay	750-462.0000.67170	169.94
N001	Napa Auto Parts				
APMWB	Check	3688-284969	Seat Covers W120	750-462.0000.63280	23.90
VEN14559	One Call Concepts, Inc				
APMWB	Check	4035024	Locate Tickets Mar 2024	750-462.0000.62320	397.80
R251	Serights Ace Hardware				
APMWB	Check	353263/1	Earmuffs & Batteries	750-462.0000.63280	53.08
		353207/1	Tools for Truck W120	750-462.0000.67090	40.55
		353619/1	Salt Softner	750-462.0000.68025	486.99
T106	Titan Truck Equipment				
APMWB	Check	1366657	Shelf for Truck 121	750-462.0000.67170	617.52
Dept 462 Total:					88,608.07
Fund 750 Total:					88,608.07
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
T005	TML Construction, Inc.				
APMWB	Check	Well 11 Pay App 11	Well House 11 TML FINAL Pay Application #753-462.3224.95550		95,132.90
Dept 462 Total:					95,132.90
Fund 753 Total:					95,132.90
Report Total:					645,762.45



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	290.00
	001-411.0000.62040	2,916.66
	001-411.0000.63870	20,206.00
	001-413.0000.63060	11.18
	001-414.0000.63060	31.00
	001-414.1445.62170	11,647.96
	001-414.1445.62190	7,591.92
	001-415.0000.62000	51.12
	001-417.0000.66014	35,374.80
	001-421.0000.63060	510.00
	001-421.0000.65004	274.09
	001-421.0000.65030	2,479.27
	001-421.0000.66041	661.76
	001-421.0000.67020	106.10
	001-421.0000.67100	2,607.41
	001-421.0000.67170	114.62
	001-421.0000.67190	1,842.24
	001-421.0000.68060	1,328.52
	001-421.4000.72000	80.00
	001-424.0000.62040	3,465.00
	001-424.0000.64030	99.04
	001-431.0000.63110	333.50
	001-431.0000.63260	720.24
	001-431.0000.64030	4,821.96
	001-431.0000.65004	187.91
	001-431.0000.66016	1,395.57
	001-431.0000.67040	2,261.90
	001-431.0000.67090	76.47
	001-431.0000.68080	2,475.00
	001-431.0000.68130	2,031.69
	001-431.0000.68140	411.25
	001-431.0000.68150	29.25
	001-431.1811.95040	254.24
	001-431.4000.72000	112.20
	001-432.0000.64030	71.94
	001-433.0000.63140	572.14
	001-433.0000.63150	148.83
	001-433.0000.63160	191.62
	001-433.0000.63730	412.93
	001-433.0000.64030	253.44
	001-433.0000.66190	928.92
	001-433.0000.68010	115.00
	001-434.0000.63011	1,927.52
	001-434.0000.63012	986.06
	001-434.0000.63013	595.00
	001-434.0000.63060	10.79
	001-434.0000.63160	81.45
	001-434.0000.64030	262.57
	001-434.0000.67090	249.35
	001-434.0000.67170	2,715.07
	001-434.0000.68010	1,651.90
	001-434.0000.90010	2,435.58
	001-435.0000.63060	75.49
	001-441.0000.62040	224.39
	001-441.0000.64030	770.76
	001-441.0000.67090	103.12

001-442.0000.64030	326.36
001-442.0000.65004	95.52
001-442.0000.68170	553.28
001-443.0000.62080	259.94
001-443.0000.62180	1,966.25
001-443.0000.63110	1,176.65
001-443.0000.63150	624.73
001-443.0000.63260	9.99
001-443.0000.64030	3,421.30
001-443.0000.65004	847.12
001-443.0000.65050	1,701.46
001-443.0000.66061	57.57
001-443.0000.66190	1,601.76
001-443.0000.67030	402.45
001-443.0000.67050	940.52
001-443.0000.67070	530.50
001-443.0000.67090	170.41
001-443.0000.68013	2,590.27
001-443.0000.68160	-6.91
001-443.0000.68170	388.25
001-443.0000.68230	241.14
001-443.0000.90010	30,971.36
001-443.0000.94180	8,185.09
001-443.1658.62330	234.00
001-443.1667.34322	63.60
001-445.0000.62040	4,472.10
001-445.0000.62080	1,247.95
001-445.0000.63060	36.19
001-445.0000.63080	450.00
001-445.0000.64010	208.50
001-445.0000.64030	78.93
001-445.0000.66042	59.34
001-445.0000.66050	286.63
001-451.0000.62000	1,048.65
001-451.0000.63060	15.08
001-452.0000.62040	100.00
001-452.0000.63000	17.09
001-452.0000.64030	585.67
001-453.0000.62060	1,206.00
001-453.0000.63060	13.73
001-453.0000.64030	227.68
001-481.0000.68390	122.59
001-481.0000.80330	10,500.00
Fund 001 Total:	199,612.48
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62160	112.00
003-482.4000.73000	1,647.75
003-482.4155.71210	150.00
Fund 003 Total:	1,909.75
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-720.00
034-428.0000.62040	55,683.00
Fund 034 Total:	54,963.00
037 - STREETS IMPACT FEES	
037-431.0000.95136	7,106.74
Fund 037 Total:	7,106.74
650 - RECLAIMED WATER OPERATING	
650-463.0000.62080	127.48
650-463.0000.62150	5,305.39
650-463.0000.62320	397.80
650-463.0000.63400	1,189.85
650-463.0000.65005	446.93
650-463.0000.65080	136.92
650-463.0000.67090	42.96
650-463.0000.68025	270.70
650-463.0000.68360	1,180.00

650-463.0000.80010	742.90
650-463.0000.80030	1,000.00
650-463.3122.68400	18,228.00
650-463.4000.72000	1,192.13
650-466.0000.63006	9,310.48
650-466.0000.63330	82.38
650-466.0000.65005	1,641.54
650-466.0000.65080	12.82
650-466.0000.67170	527.89
650-466.0000.68021	1,314.35
650-466.4000.72000	1,192.13
650-468.0000.65005	448.66
650-468.0000.67170	23.27
650-468.0000.68360	80.99
650-468.0000.68380	174.99
650-468.0000.80240	3,995.00
Fund 650 Total:	49,065.56
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	148,312.85
Fund 651 Total:	148,312.85
700 - SANITATION	
700-461.0000.65050	1,051.10
Fund 700 Total:	1,051.10
750 - WATER OPERATING	
750-462.0000.62320	397.80
750-462.0000.63060	50.76
750-462.0000.63280	40,296.78
750-462.0000.64030	1,598.01
750-462.0000.65050	4.00
750-462.0000.66012	62.82
750-462.0000.67090	40.55
750-462.0000.67170	787.46
750-462.0000.68025	486.99
750-462.0000.68235	12,225.00
750-462.0000.68360	300.00
750-462.0000.80010	742.90
750-462.0000.90050	8,059.00
750-462.0000.91280	8,280.00
750-462.3227.95550	15,276.00
Fund 750 Total:	88,608.07
753 - WATER CAPITAL	
753-462.3224.95550	95,132.90
Fund 753 Total:	95,132.90
Report Total:	645,762.45

Post Falls Check Approval



City of Post Falls

Packet: APPKT12726 - Check Run 2 04.09.24
Vendor Set: 01 - Vendor Set 01

Check Date: 4/9/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Dept: 443 Parks					
VEN14933	Brightly Software, Inc				
APMWB	Electronic Funds Transf	INV-237894	Brightly Tracking Program	001-443.0000.80030	13,016.90
VEN02005	Matheus Lumber Company				
APMWB	Check	67694012	Trim, hardware & lumber for Woodbridge Prc	001-443.0000.94180	3,872.00
VEN14065	North Idaho Pest				
APMWB	Check	2024-01	Pest Control in all Parks	001-443.0000.68215	3,884.10
N249	Northwest Playground Equipment				
APMWB	Check	53185	Woodbridge Playground	001-443.0000.94180	23,358.00
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	139572692-001	Irrigation Parts for South Parks	001-443.0000.68230	2,699.84
Dept 443 Total:					46,830.84
Fund 001 Total:					46,830.84
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN12724	Civitas, Inc				
APMWB	Check	26679	Black Bay Bid Service Schedule B	038-443.0000.94070	7,633.95
		26678	Black Bay Park Bid Service Schedule A	038-443.0000.94070	9,327.70
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5716	Contingency Consulting for Sports Complex	038-443.0000.94230	2,810.50
Dept 443 Total:					19,772.15
Fund 038 Total:					19,772.15
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	39230	Wood Waste from tree removals & pruning.	700-461.0000.65050	2,994.00
Dept 461 Total:					2,994.00
Fund 700 Total:					2,994.00
Report Total:					69,596.99



Fund	Account	Amount
001 - GENERAL FUND		
	001-443.0000.68215	3,884.10
	001-443.0000.68230	2,699.84
	001-443.0000.80030	13,016.90
	001-443.0000.94180	27,230.00
	Fund 001 Total:	46,830.84
038 - PARKS IMPACT FEES		
	038-443.0000.94070	16,961.65
	038-443.0000.94230	2,810.50
	Fund 038 Total:	19,772.15
700 - SANITATION		
	700-461.0000.65050	2,994.00
	Fund 700 Total:	2,994.00
	Report Total:	69,596.99

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Victoria Howell, Purchasing/CSR
SUBJECT: February Cash and Investments

ITEM AND RECOMMENDED ACTION:

Monthly Cash and Investments

DISCUSSION:

None

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

182510949.59

BUDGET CODE:

Various

ATTACHMENTS:

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

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 29, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 156,830.00	\$ 97,052.52	61.9%
	Personnel	102,747.40	41,037.24	39.9%
		<u>259,577.40</u>	<u>138,089.76</u>	53.2%
412 - INFORMATION SYSTEMS	Operating	78,225.00	33,264.99	42.5%
	Capital	-	-	0.0%
	Personnel	408,212.48	146,720.70	35.9%
		<u>486,437.48</u>	<u>179,985.69</u>	37.0%
413 - GENERAL SERVICES	Operating	25,750.00	8,794.81	34.2%
	Personnel	533,488.86	197,360.09	37.0%
		<u>559,238.86</u>	<u>206,154.90</u>	36.9%
414 - FINANCE	Operating	558,310.00	271,122.24	48.6%
	Personnel	644,021.66	250,634.78	38.9%
		<u>1,202,331.66</u>	<u>521,757.02</u>	43.4%
415 - CITY CLERK	Operating	50,353.00	18,529.76	36.8%
	Capital	-	-	0.0%
	Personnel	86,293.92	34,082.30	39.5%
		<u>136,646.92</u>	<u>52,612.06</u>	38.5%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	2,124.74	29.5%
	Capital	-	-	0.0%
	Personnel	152,168.84	57,288.87	37.6%
		<u>159,368.84</u>	<u>59,413.61</u>	37.3%
418 - HUMAN RESOURCES	Operating	6,450.00	12,046.33	186.8%
	Personnel	218,272.21	93,649.26	42.9%
		<u>224,722.21</u>	<u>105,695.59</u>	47.0%
421 - POLICE	Operating	1,088,447.43	895,145.02	82.2%
	Capital	268,000.00	106,159.50	39.6%
	Personnel	8,042,990.74	2,850,036.07	35.4%
		<u>9,399,438.17</u>	<u>3,851,340.59</u>	41.0%
423 - OASIS	Operating	4,000.00	17,744.80	443.6%
	Capital	-	18,109.00	0.0%
	Personnel	120,791.50	51,886.35	43.0%
		<u>124,791.50</u>	<u>87,740.15</u>	70.3%
424 - LEGAL (PROSECUTING)	Operating	81,550.00	60,600.81	74.3%
	Capital	-	-	0.0%
	Personnel	770,254.91	309,917.22	40.2%
		<u>851,804.91</u>	<u>370,518.03</u>	43.5%
427 - ANIMAL CONTROL	Operating	16,250.00	3,691.74	22.7%
	Personnel	192,013.10	73,386.52	38.2%
		<u>208,263.10</u>	<u>77,078.26</u>	37.0%
431 - STREETS	Operating	2,086,266.00	(133,909.78)	-6.4%
	Capital	6,545,637.00	1,428,075.85	0.0%
	Personnel	1,575,252.07	506,927.20	32.2%
		<u>10,207,155.07</u>	<u>1,801,093.27</u>	17.6%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 29, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	19,280.00	3,366.25	17.5%
	Personnel	200.00	-	0.0%
		<u>19,480.00</u>	<u>3,366.25</u>	17.3%
433 - FACILITY MAINTENANCE	Operating	42,080.00	12,822.66	30.5%
	Capital	64,260.47	38,926.14	60.6%
	Personnel	<u>337,784.38</u>	<u>114,418.27</u>	33.9%
		444,124.85	166,167.07	37.4%
434 - FLEET MAINTENANCE	Operating	251,497.00	109,388.54	43.5%
	Capital	3,070,307.01	1,918,447.43	62.5%
	Personnel	<u>479,756.66</u>	<u>165,231.57</u>	34.4%
		3,801,560.67	2,193,067.54	57.7%
435 - -GIS	Operating	60,230.00	46,525.72	77.2%
	Personnel	<u>193,780.63</u>	<u>72,775.32</u>	37.6%
		254,010.63	119,301.04	47.0%
441 - URBAN FORESTRY	Operating	52,750.00	45,005.14	85.3%
	Capital	212,224.06	58,700.00	0.0%
	Personnel	<u>275,303.32</u>	<u>103,762.85</u>	37.7%
		540,277.38	207,467.99	38.4%
442 - CEMETERY	Operating	111,145.00	31,660.07	28.5%
	Capital	30,000.00	20,051.36	0.0%
	Personnel	<u>241,099.10</u>	<u>92,888.70</u>	38.5%
		382,244.10	144,600.13	37.8%
443 - PARKS	Operating	924,624.00	236,550.43	25.6%
	Capital	1,622,062.39	249,902.40	15.4%
	Personnel	<u>1,427,171.23</u>	<u>486,377.57</u>	34.1%
		3,973,857.62	972,830.40	24.5%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>466,649.22</u>	<u>100,099.47</u>	21.5%
		466,649.22	100,099.47	21.5%
445 - RECREATION	Operating	219,814.00	63,458.24	28.9%
	Capital	-	5,534.60	0.0%
	Personnel	<u>926,118.98</u>	<u>299,037.90</u>	32.3%
		1,145,932.98	368,030.74	32.1%
451 - PLANNING & ZONING	Operating	337,419.00	5,752.83	1.7%
	Capital	50,000.00	26,657.00	100.0%
	Personnel	<u>371,282.21</u>	<u>117,657.46</u>	31.7%
		758,701.21	150,067.29	19.8%
452 - BUILDING INSPECTOR	Operating	30,600.00	16,076.98	52.5%
	Personnel	773,410.60	297,303.46	38.4%
	Capital	-	-	
		<u>804,010.60</u>	<u>313,380.44</u>	39.0%
453 - ENGINEERING	Operating	45,100.00	9,105.80	20.2%
	Capital	30,000.00	23,157.00	100.0%
	Personnel	<u>803,098.02</u>	<u>282,982.76</u>	35.2%
		878,198.02	315,245.56	35.9%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 29, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	85,070.00	28,154.49	33.1%
	Capital	-	-	0.0%
	Personnel	225,457.51	84,835.17	37.6%
		310,527.51	112,989.66	36.4%
465 - STREET LIGHTS	Operating	650,000.00	294,055.56	45.2%
		650,000.00	294,055.56	45.2%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,331,114.00	728,953.21	54.8%
	Capital	-	69,619.93	0.0%
		1,331,114.00	798,573.14	60.0%
482 - PERSONNEL POOL	Operating	4,557,500.00	1,898,958.35	41.7%
	Personnel	834,997.56	30,390.00	3.6%
		5,392,497.56	1,929,348.35	35.8%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		-	-	0.0%
TOTAL GENERAL FUND		44,972,962.47	15,640,069.56	34.8%
002 - INSURANCE FUND	Operating	337,326.00	326,860.00	96.9%
		337,326.00	326,860.00	96.9%
003 - PERSONNEL FUND	Operating	51,800.00	12,456.26	24.0%
	Capital	-	-	0.0%
	Personnel	4,660,700.00	1,810,440.53	38.8%
		4,712,500.00	1,822,896.79	38.7%
004-Street Lights	Operating	-	-	0.0%
		-	-	
007 - DRUG SEIZURE FUND	Operating	168,000.00	15,788.37	9.4%
	Capital	-	-	
		168,000.00	15,788.37	9.4%
008 - 911 FUND	Operating	2,875,282.69	56,203.56	2.0%
	Capital	-	-	0.0%
	Personnel	81,465.89	32,345.54	39.7%
		2,956,748.58	88,549.10	3.0%
011 - FACILITY BUILDING RESERVE FUND	Operating	7,900,000.00	-	0.0%
	Capital	-	-	0.0%
		7,900,000.00	-	0.0%
017 - ANNEXATION FUND	Operating	4,640,000.00	266,672.39	5.7%
	Capital	-	-	
		4,640,000.00	266,672.39	5.7%
023 - SPECIAL EVENTS FUND	Operating	52,820.00	4,486.80	8.5%
		52,820.00	4,486.80	8.5%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	
		202,500.00	-	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	2,000,000.00	205,562.24	10.3%
		2,000,000.00	205,562.24	10.3%

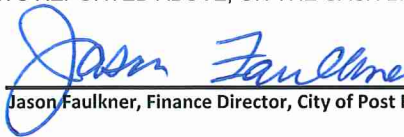
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 29, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,355,000.00	14,358.65	0.6%
	Capital	-	-	0.0%
		<u>2,355,000.00</u>	<u>14,358.65</u>	0.6%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED February 29, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,980,000.00	1,171,646.91	0.0%
	Capital	643,647.90	206,019.78	
		3,623,647.90	1,377,666.69	0.0%
038 - PARK IMPACT FEE FUND	Operating	960,000.00	5,014.36	0.0%
	Capital	2,800,000.00	(129,984.20)	-4.6%
		3,760,000.00	(124,969.84)	-3.3%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	-	-	0.0%
		-	-	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		-	-	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	15,418,214.69	4,746,052.90	30.8%
	Capital	5,345,000.00	273,056.94	5.1%
	Personnel	2,192,724.82	814,544.27	37.1%
		22,955,939.51	5,833,654.11	25.4%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	2,474,925.00	337,954.50	13.7%
	Capital	5,601,350.00	6,885,689.18	122.9%
		8,076,275.00	7,223,643.68	89.4%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	29,135,000.00	792,463.48	2.7%
		29,135,000.00	792,463.48	2.7%
700 - SANITATION FUND	Operating	3,688,815.00	1,527,476.96	41.4%
		3,688,815.00	1,527,476.96	41.4%
750 - WATER OPERATING FUND	Operating	1,920,775.26	421,272.14	21.9%
	Capital	3,044,500.00	186,119.50	
	Personnel	815,338.59	328,593.54	40.3%
		5,780,613.85	935,985.18	16.2%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	4,037,153.75	455,760.34	11.3%
		4,037,153.75	455,760.34	11.3%
GRAND TOTAL		\$ 151,355,302.06	\$ 36,406,924.50	24.1%

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


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

City of Post Falls
Cash and Investments
2/29/2024

Description	City's Balance
Idaho State Investment Pool	
LGIP Acct 1399	45,509,945.43
LGIP Acct 1441	279,723.57
First Financial Equity Corporation	
General Accts Investments	23,329,486.87
Contingency Accts	9,732,323.52
Replacement & Reserve Accts	56,051,276.86
Moreton Capital Investments	
Moreton Securities	20,068,261.85
Mountain West bank	
Repurchase Sweep Account	27,463,215.52
Checking Account	75,002.97
Cash on Hand	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	280.00
Park	208.00
Planning and Zoning	150.00
Total	<u>\$ 182,510,949.59</u>

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



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

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
2/29/2024

FUND	BALANCE 01/31/2024	RECEIPTS	DISBURSEMENTS	BALANCE 02/01/2024
001 - GENERAL FUND	\$ 37,332,329.43	\$ 19,731,168.08	\$ 19,111,832.02	\$ 37,951,665.49
002 - COMPREHENSIVE LIABILITY	555,150.81	\$ 12,964.24	\$ -	568,115.05
003 - PERSONNEL BENEFIT POOL	(428,678.83)	\$ 393,834.95	\$ 378,916.20	(413,760.08)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	168,206.87	\$ 4,875.16	\$ 2,343.05	170,738.98
008 - 911 SUPPORT	2,631,373.96	\$ 25,014.51	\$ 10,380.36	2,646,008.11
011 - FACILITY BUILDING RESERVE	11,976,732.15	\$ 38,338.58	\$ -	12,015,070.73
017 - ANNEXATION FEES	1,919,610.45	\$ 26,191.63	\$ 56,333.33	1,889,468.75
023 - SPECIAL EVENTS	354,580.92	\$ 10,017.39	\$ 471.24	364,127.07
029 - CEMETERY CAPITAL IMPROVEMENT	454,634.80	\$ 7,219.02	\$ -	461,853.82
034 - KOOTENAI FIRE/EMS IMPACT FEES	30,301.24	\$ 142,192.52	\$ 24,126.20	148,367.56
035 - PUBLIC SAFETY IMPACT FEES	2,453,699.44	\$ 57,053.73	\$ 6,651.73	2,504,101.44
037 - STREETS IMPACT FEES	5,733,292.81	\$ 219,078.36	\$ 23,985.60	5,928,385.57
038 - PARKS IMPACT FEES	5,749,462.88	\$ 191,522.36	\$ 21,756.34	5,919,228.90
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(80,141.52)	\$ 1,278.23	\$ -	(78,863.29)
450 - LID GUARANTEE	18,068.79	\$ 49.78	\$ -	18,118.57
650 - RECLAIMED WATER OPERATING	54,827,909.44	\$ 1,741,588.29	\$ 1,223,387.80	55,346,109.93
651 - RECLAIMED WATER CAPITAL - WWTP	2,827,974.98	\$ 367,981.16	\$ 807,316.89	2,388,639.25
652 - RECLAIMED WATER CAPITAL - COLLECTOR	23,741,089.26	\$ 1,133,027.08	\$ 32,533.32	24,841,583.02
700 - SANITATION	1,671,672.35	\$ 424,655.38	\$ 760,501.52	1,335,826.21
750 - WATER OPERATING	23,542,680.92	\$ 318,434.62	\$ 302,567.12	23,558,548.42
753 - WATER CAPITAL	4,920,990.53	\$ 62,872.54	\$ 5,267.10	4,978,595.97
GRAND TOTAL:	\$ 180,369,961.80	\$ 24,909,357.61	\$ 22,768,369.82	\$ 182,510,949.59

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


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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: Acceptance of Property - Rights-of-Way and Easement - 4th & Idaho Roundabout

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayors signature to accept grants of rights-of-way and a sidewalk, drainage and utility easement associated with the construction of the 4th and Idaho Roundabout.

***Originals to Clerk prior to meeting.

DISCUSSION:

A roundabout is currently under construction at the intersection of 4th Avenue and Idaho Street. Work also includes the extension of Idaho Street, south of 4th Avenue, to Railroad Avenue. Improvements are needed to support the development of the Millworx sites and projected travel demands within the City's Transportation Master Plan. In order to accommodate necessary public transportation and utility infrastructure, rights-of-way and easement dedications to the City are required. There are no costs associated with the acquisition of the easement. Incurred additional maintenance costs upon completion of the project will be equivalent to the costs incurred for the development of any project in conformance to the City's adopted frontage improvement standards.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Right-of-Way
2. Easement

GRANT OF RIGHT-OF-WAY

KNOWN ALL MEN BY THESE PRESENTS, that William Lawson, Member of AWL, LLC, 621 W. Mallon Avenue Ste. 509, Spokane, WA 99201, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, to wit:

That portion of the SW1/4 of the NW1/4 of Section 2, and the SE1/4 of the NE1/4 of Section 3 of Township 50 North, Range 5 West, B.M., City of Post Falls, Kootenai County, Idaho, described as follows:

COMMENCING at the West 1/4 Corner of said Section 2, (from which the northwest corner of said Section 2 bears North 01°00'50" East, a distance of 2,644.76 feet); thence North 01°00'50" East along the west boundary of said SW1/4 of the NW1/4 a distance of 315.85 feet, more or less, to the northerly right-of-way line of the Burlington Northern and Santa Fe Railroad, said point being the **POINT OF BEGINNING**;

thence South 89°00'52" East along said northerly right-of-way line, a distance of 40.00 feet;

thence North 01°00'50" East, a distance of 383.93 feet;

thence 117.73 feet along the arc of a curve to the right, having a radius of 75.00 feet, through a central angle of 89°56'18", said curve having a long chord that bears North 45°58'59" East a chord distance of 106.01 feet;

thence South 89°02'52" East, a distance of 506.88 feet, more or less, to the northwest corner of the Timberworx Ridge Townhomes Condo plat, recorded in Book L of Plats at Pages 802, 802A, and 802B, records of Kootenai County, Idaho;

thence continuing South 89°02'52" East along the north plat boundary of said Timberworx Ridge Townhomes a distance of 403.40 feet;

thence 31.79 feet along the arc of a curve to the left, having a radius of 1,459.00 feet, through a central angle of 01°14'54", said curve having a long chord that bears South 89°40'19" East a chord distance of 31.79 feet, more or less, to the northeast corner of said plat of Timberworx Ridge Townhomes;

thence North 01°51'35" East, a distance of 8.58 feet, more or less, to the southerly right-of-way line of East 4th Avenue;

thence North 88°56'17" West along said southerly right-of-way line a distance of 1,057.11 feet, more or less, to the west boundary of said SW1/4 of the NW1/4;

thence South 01°00'50" West along said west boundary a distance of 4.90 feet, more or less, to the easterly extension of the southerly right-of-way line of East 4th Avenue as it exists to the west in said SE1/4 of the NE1/4 of Section 3, said southerly right-of-way line being the north boundary of that certain portion of said 4th Avenue vacated per Post Falls City Ordinance No. 705, recorded as Instrument Number 1302194, records of Kootenai County, Idaho;

thence North 89°03'59" West along said southerly right-of-way line and said easterly extension, a distance of 115.11 feet;

thence 117.91 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 90°04'49", said curve having a long chord that bears South 44°01'34" East a chord distance of 106.14 feet;

thence South 01°00'50" West, a distance of 389.62 feet, more or less, to the northerly right-of-way line of the Burlington Northern and Santa Fe Railroad;

thence South 88°51'31" East along said northerly right-of-way line, a distance of 40.00 feet, more or less, to the POINT OF BEGINNING;

Containing 49,855 square feet (1.145 acres), more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on said above-described tract.

TO HAVE AND TO HOLD such right-of-way for public purposes, the Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

IN WITNESS WHEREOF AWL, LLC the Grantors
have caused this instrument to be executed this 5th day of APRIL,
2024.

William J. Lawson
William Lawson, Member

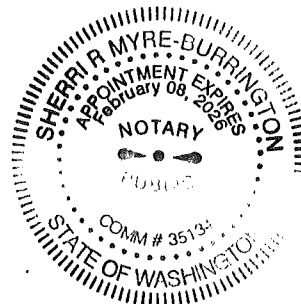
ACKNOWLEDGMENT

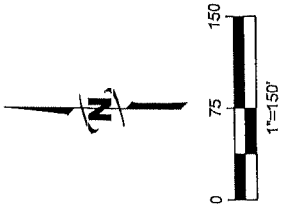
STATE OF Washington)
County of Snohomish) :ss

On this 5th day of April, 2024, before me
personally appeared William J. Lawson, known to me or identified to me to be the
person(s) subscribed herein who executed the foregoing Grant-Of Right-Of-Way and
acknowledged that they voluntarily executed the same.

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

Sherri R. Myre-Burrington
Notary Public for the State of WA
Residing at: Snohomish
My Commission Expires: 2/8/26





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°00'52"E	40.00'
L2	S88°51'31"E	40.00'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	117.73'	75.00'	89°56'18"	N45°58'59"E
C2	31.79'	1459.00'	1°14'54"	S89°40'19"E
C3	117.91'	75.00'	90°04'49"	S44°01'34"E

EAST 4TH AVENUE

N88°56'17"W 1057.11'

S89°02'52"E 506.88'

N01°51'35"E 8.58'

TIMBERWORK RIDGE TOWNHOMES

RIGHT-OF-WAY ACQUISITION
49,855 SQ. FT. (1.145 ACRES)±

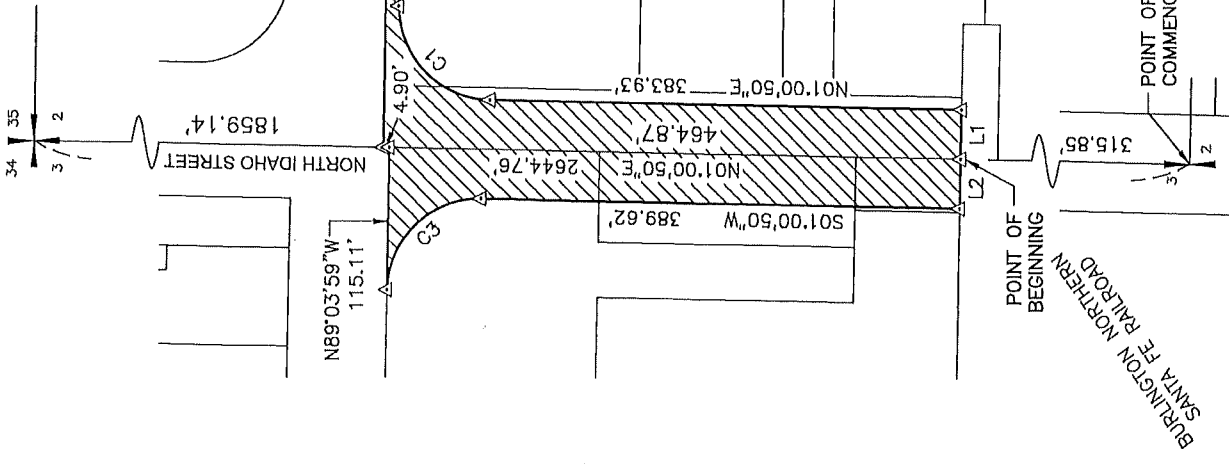
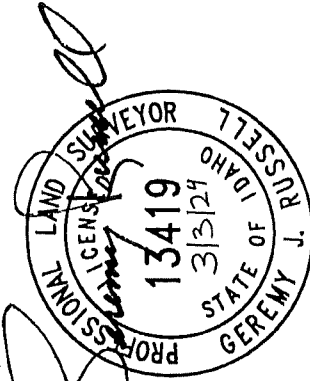


EXHIBIT A

EAST 4TH AVENUE AND NORTH IDAHO STREET

RIGHT-OF-WAY ACQUISITION

SW1/4 OF THE NW1/4 OF SEC. 2, T 50N, R 5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, ID



J-U-B ENGINEERS, INC.

LAST UPDATE: 1/22/2024
PLOT DATE: 1/22/2024
FILE: 20-22-025_4THSTACQ_EX.DWG

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, William Lawson, Member of AWL, LLC, a Limited Liability Company, 621 W. Mallon Avenue Ste 509, Spokane, WA 99201, herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, utility and drainage over, under, upon and across the following described property, to wit:

UTILITY EASEMENT NO. 1

That portion of the SW1/4 of the NW1/4 of Section 2, Township 50 North, Range 5 West, B.M., City of Post Falls, Kootenai County, Idaho, described as follows:

COMMENCING at the West 1/4 corner of said Section 2, (from which the northwest corner of said Section 2 bears North 01°00'50" East, a distance of 2,644.76 feet); thence North 01°00'50" East along the west line of the SW1/4 of the NW1/4 of said Section 2, a distance of 315.85 feet, more or less, to the northerly right-of-way line of the Burlington Northern and Santa Fe Railroad;

thence South 89°00'52" East along said northerly right-of-way line, a distance of 40.00 feet to the **POINT OF BEGINNING**;

thence North 01°00'50" East, a distance of 383.93 feet;

thence 117.73 feet along the arc of a curve to the right, having a radius of 75.00 feet, through a central angle of 89°56'18", said curve having a long chord that bears North 45°58'59" East a chord distance of 106.01 feet;

thence South 89°02'52" East, a distance of 506.88 feet, more or less, to the northwest corner of the Timberworx Ridge Townhomes Condo plat, recorded in Book L of Plats at Pages 802, 802A, and 802B, records of Kootenai County, Idaho;

thence continuing South 89°02'52" East along the north plat boundary of said Timberworx Ridge Townhomes a distance of 403.40 feet;

thence 31.79 feet along the arc of a curve to the left, having a radius of 1,459.00 feet, through a central angle of 01°14'54", said curve having a long chord that bears South 89°40'19" East a chord distance of 31.79 feet, more or less, to the northeast corner of said plat of Timberworx Ridge Townhomes;

thence South 01°51'35" West, a distance of 5.00 feet;

thence 31.71 feet along the arc of a non-tangent curve to the right, having a radius of 1,465.00 feet, through a central angle of 01°14'23", said curve having a long chord that bears North 89°40'03" West a chord distance of 31.71 feet;

thence North 89°02'52" West, a distance of 905.28 feet;

thence 109.88 feet along the arc of a curve to the left, having a radius of 70.00 feet, through a central angle of 89°56'18", said curve having a long chord that bears South 45°58'59" West a chord distance of 98.94 feet;

thence South 01°00'50" West, a distance of 383.93 feet, more or less, to the northerly right-of-way line of the Burlington Northern and Santa Fe Railroad;

thence North 89°00'52" West along said northerly right-of-way line, a distance of 10.00 feet to the POINT OF BEGINNING;

Containing 9,468 square feet (0.217 acres), more or less.

TOGETHER WITH:

UTILITY EASEMENT NO. 2

That portion of the SE1/4 of the NE1/4 of Section 3, Township 50 North, Range 5 West, B.M., City of Post Falls, Kootenai County, Idaho, described as follows:

COMMENCING at the East 1/4 corner of said Section 3, (from which the northeast corner of said Section 3 bears North 01°00'50" East, a distance of 2,644.76 feet); thence North 01°00'50" East along the east boundary of said SE1/4 of the NE1/4, a distance of 315.85 feet, more or less, to the northerly right-of-way line of the Burlington Northern and Santa Fe Railroad;

thence North 88°51'31" West along said northerly right-of-way line, a distance of 40.00 feet to the POINT OF BEGINNING;

thence North 88°56'21" West continuing along said northerly right-of-way line, a distance of 10.00 feet;

thence North 01°00'50" East, a distance of 389.61 feet;

thence 102.19 feet along the arc of a curve to the left, having a radius of 65.00 feet, through a central angle of 90°04'19", said curve having a long chord that bears North 44°01'34" West a chord distance of 91.99 feet;

thence North 00°56'01" East, a distance of 10.00 feet;

thence 117.91 feet along the arc of a non-tangent curve to the right, having a radius of 75.00 feet, through a central angle of 90°04'49", said curve having a long chord that bears South 44°01'34" East a chord distance of 106.14 feet;

thence South 01°00'50" West, a distance of 389.62 feet, more or less, to the northerly right-of-way line of the Burlington Northern and Santa Fe Railroad and the POINT OF BEGINNING;

Containing 4,998 square feet (0.115 acres), more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on said above-described tract.

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

DATED AND DONE this 5th day of April, 2024.



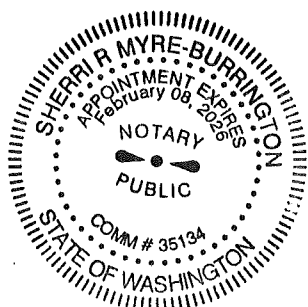
William Lawson, Member
AWL, LLC

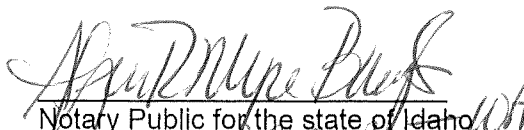
ACKNOWLEDGMENT

STATE OF ~~IDAHO~~ Washington
County of ~~Kootenai~~ Spokane :ss

On this 5th day of April, 2024, before me, a Notary Public in and for said state, personally appeared William J. Lawson known or identified to me to be the member of AWL, LLC, the _____ that executed this instrument, or the person who executed the instrument on behalf of said _____ and acknowledged to me that such _____ 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: Spokane
Commission Expires: 2/8/25

CITY OF POST FALLS

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

Ronald G. Jacobson, Mayor

ATTEST:

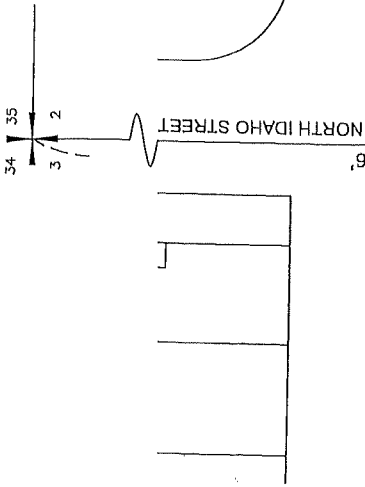
Shannon Howard, City Clerk

State Of Idaho)
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

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

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



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	117.73'	75.00'	89°56'18"	N45°58'59"E	106.01'
C2	31.79'	1459.00'	1°14'54"	S89°40'19"E	31.79'
C3	31.71'	1465.50'	1°14'23"	N89°40'03"W	31.71'
C4	109.88'	70.00'	89°56'18"	S45°58'59"W	98.94'
C5	102.19'	65.00'	90°04'49"	N44°01'34"W	91.99'
C6	117.91'	75.00'	90°04'49"	S44°01'34"E	106.14'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S89°00'52"E	40.00'
L2	N89°00'52"W	10.00'
L3	N88°51'31"W	40.00'
L4	N88°56'21"W	10.00'

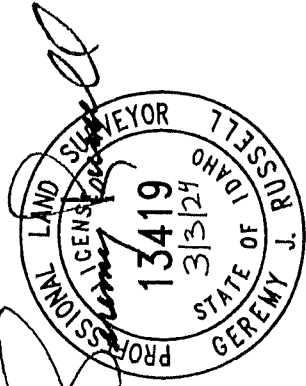
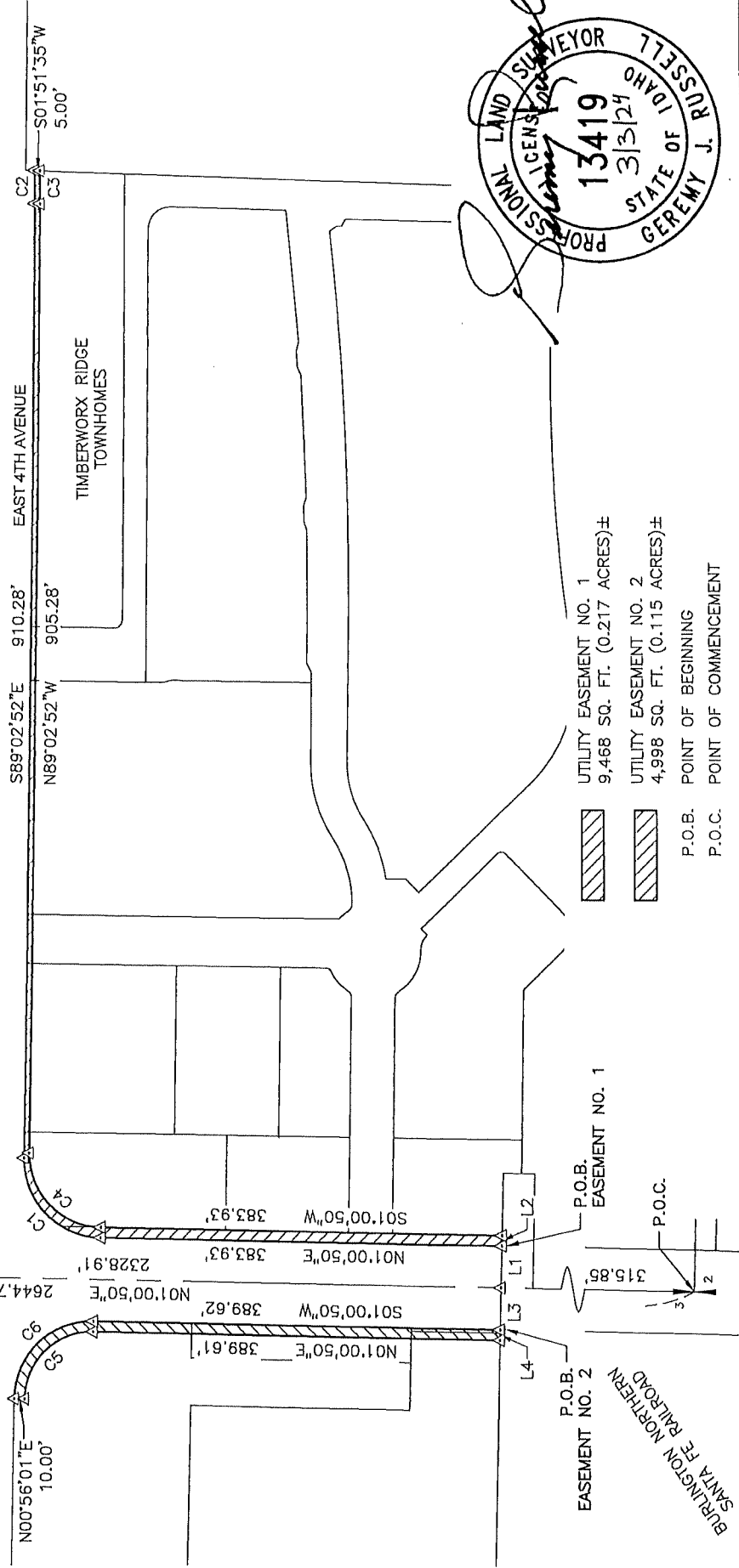


EXHIBIT A

EAST 4TH AVENUE AND NORTH IDAHO STREET

UTILITY EASEMENT

SW1/4 OF THE NW1/4 OF SEC. 2, T 50N, R 5W, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, ID



J-U-B ENGINEERS, INC.

LAST UPDATE: 1/22/2024
PLOT DATE: 1/22/2024
FILE: 20-22-025_4THSTUTL_EX

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: Acceptance of Property - Rights-of-Way and Easement - Zorros Road, Harvest Avenue and Fennecus Road

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature to accept grants of rights-of-way and a sidewalk, drainage and utility easement from Medalist Development, Inc. for Zorros Road, Harvest Avenue and Fennecus Road; and associated with the Jacklin Ranch Subdivision.

Originals to clerk prior to meeting

DISCUSSION:

Medalist Development, Inc. is currently constructing improvements to the Jacklin Ranch Subdivision on Prairie Avenue, east of SH41. Portions of the required rights-of-way and easements for the subdivision are located outside, but adjacent to, the Jacklin Ranch boundary or are needed to more expeditiously aid in the construction of improvements associated with the neighboring Prairie Crossing Subdivision.

The grant of rights-of-way for Zorros Road supports the completion of the Prairie / Zorros Roundabout and the construction of Zorros Road with the Prairie Crossing Subdivision.

The grant of rights-of-way for Harvest Avenue supports completion of required improvements associated with the Jacklin Ranch Subdivision and are located outside the proposed plat boundary.

The grant of a Sidewalk, Drainage and Utility Easement along Fennecus Road and Harvest Avenue supports completion of required improvements associated with the Jacklin Ranch Subdivision and are located outside the proposed plat boundary.

There are no costs associated with the acquisition of the easement. Incurred additional maintenance costs upon completion of the project will be equivalent to the costs incurred for the development of any project in conformance to the City's adopted frontage improvement standards.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Easement - Fennecus & Harvest (Jacklin)
2. ROW - Zorros (Jacklin)
3. ROW - Harvest (Jacklin)

GRANT OF EASEMENT

Fennecus Road and Harvest Avenue

KNOW ALL MEN BY THESE PRESENTS that, Tag Jacklin, President, of Medalist Development, Inc., a Corporation, 4752 W. Riverbend Ave, Post Falls, ID 83854, herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, utility and drainage over, under, upon and across the following described property, to wit:

See Attached Exhibits A-1, A-2, B-1 and B-2

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

DATED AND DONE this 8 day of April, 2024.


Tag Jacklin, President
Medalist Development, Inc.

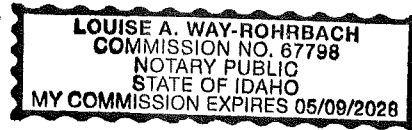
ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

On this 8 day of April, 2024, before me personally appeared Tag Jacklin, known to me or identified to me to be the person(s) subscribed herein who executed the foregoing Grant-Of Easement and acknowledged that they voluntarily executed the same.

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

Louise A. Way-Rohrbach
Notary Public for the State of Idaho
Residing at: Post Falls
My Commission Expires: May 9, 2028



CITY OF POST FALLS

This 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-1

Sidewalk, Drainage, and Utility Easement

Fennecus Road and Harvest Avenue

A parcel of land being a portion of the Southeast One-Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at Center Section corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2940034000, Records of Kootenai County, from which the East Quarter corner of said Section 19 bears South 88°55'41" East 2648.06 feet;

thence along the North line of the Southeast Quarter of said Section 19, South 88°55'41" East 57.44 feet to the northwest corner of Adjusted Parcel 7 in the Record of Survey filed in Book 32, Page 242, Records of Kootenai County;

thence leaving said North line and along the West line of said Adjusted Parcel 7, South 00°57'53" West 588.84 feet;

thence leaving said west line, South 89°02'09" East 0.04 feet to the **True Point of Beginning**;

thence South 89°02'09" East 17.50 feet;

thence South 00°57'51" West 63.49 feet;

thence along a tangent curve to the left with a radius of 42.50 feet, an arc length of 66.82 feet, a central angle of 90°04'33" and a long chord that bears South 44°04'25" East 60.14 feet;

thence South 89°06'42" East 69.50 feet;

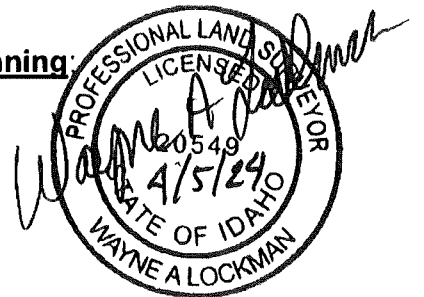
thence South 00°53'18" West 15.00 feet;

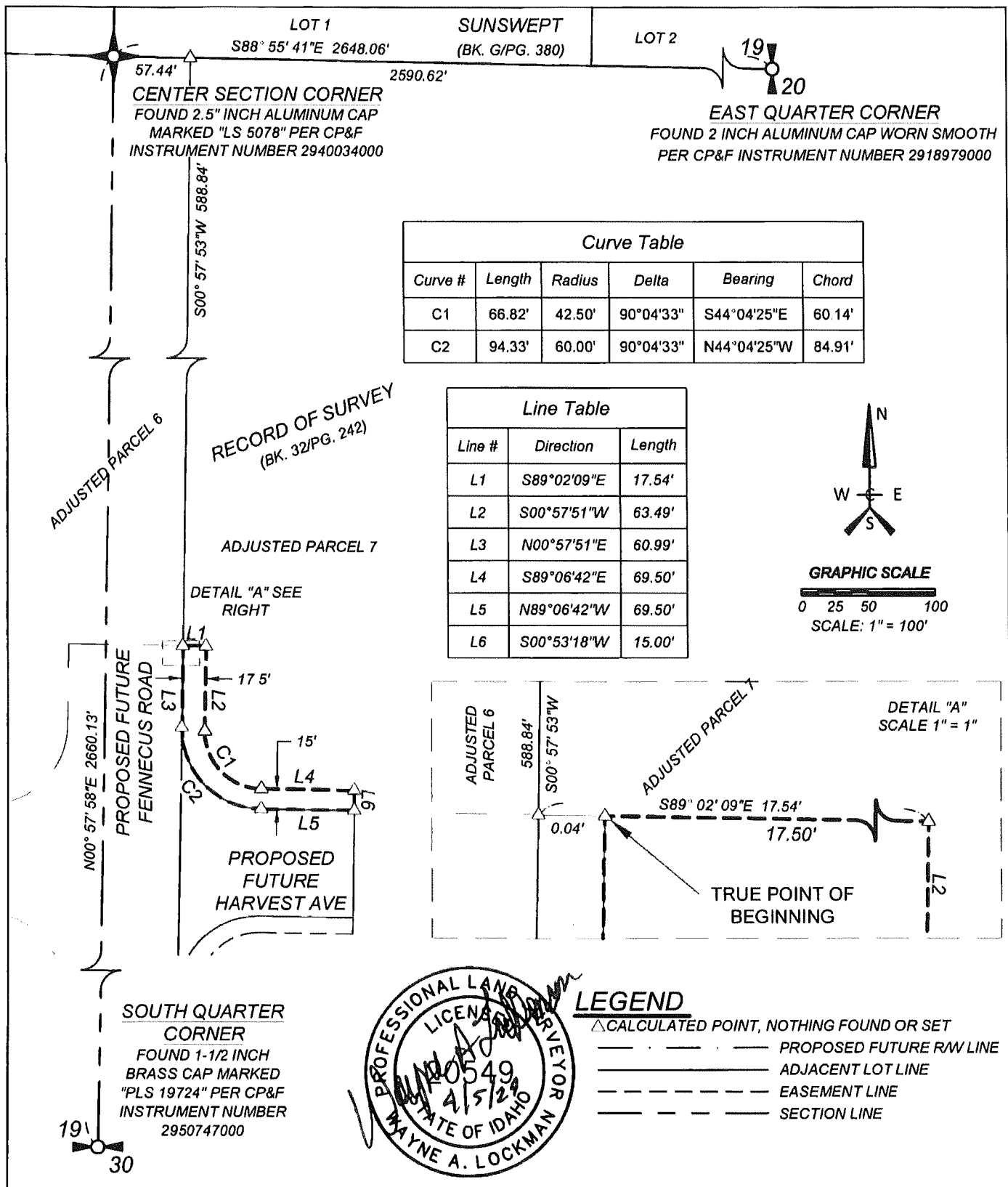
thence North 89°06'42" West 69.50 feet;

thence along a tangent curve to the right with a radius of 60.00 feet, an arc length of 94.33 feet, a central angle of 90°04'33" and a long chord that bears North 44°04'25" West 84.91 feet;

thence North 00°57'51" East 60.99 feet to the **True Point of Beginning**;

said parcel containing 3,413 square feet of land, more or less,
as depicted in **Exhibit A-2**.





PROJECT NO.: 22-3385
DATE: 04/05/24
DRAFTED BY: MAS
REVIEWED BY: WAL
SCALE: 1"=100'

S. 19 - T. 51N. - R. 4W. B.M.

EXHIBIT A-2
SIDEWALK, DRAINAGE, AND UTILITY
EASEMENT
PROPOSED CONDITIONS
CITY OF POST FALLS,
KOOTENAI COUNTY, ID

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

EXHIBIT B-1

Sidewalk, Drainage, and Utility Easement

Fennecus Road and Harvest Avenue

A parcel of land being a portion of the Southeast One-Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at Center Section corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2940034000, Records of Kootenai County, from which the East Quarter corner of said Section 19 bears South 88°55'41" East 2648.06 feet; thence South 07°29'21" East 798.61 feet to the **True Point of Beginning**;

thence South 89°06'42" East 69.76 feet;

thence South 00°53'18" West 12.50 feet;

thence North 89°06'42" West 69.76 feet;

thence along a tangent curve to the left with a radius of 45.00 feet, an arc length of 70.63 feet, a central angle of 89°55'27" and a long chord that bears South 45°55'35" West 63.60 feet;

thence South 00°57'51" West 340.09 feet;

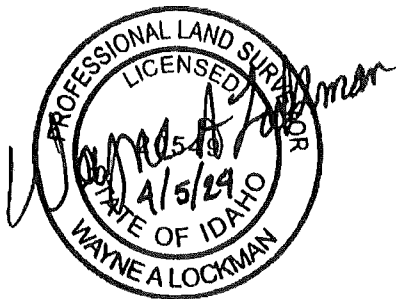
thence North 89°02'09" West 15.00 feet;

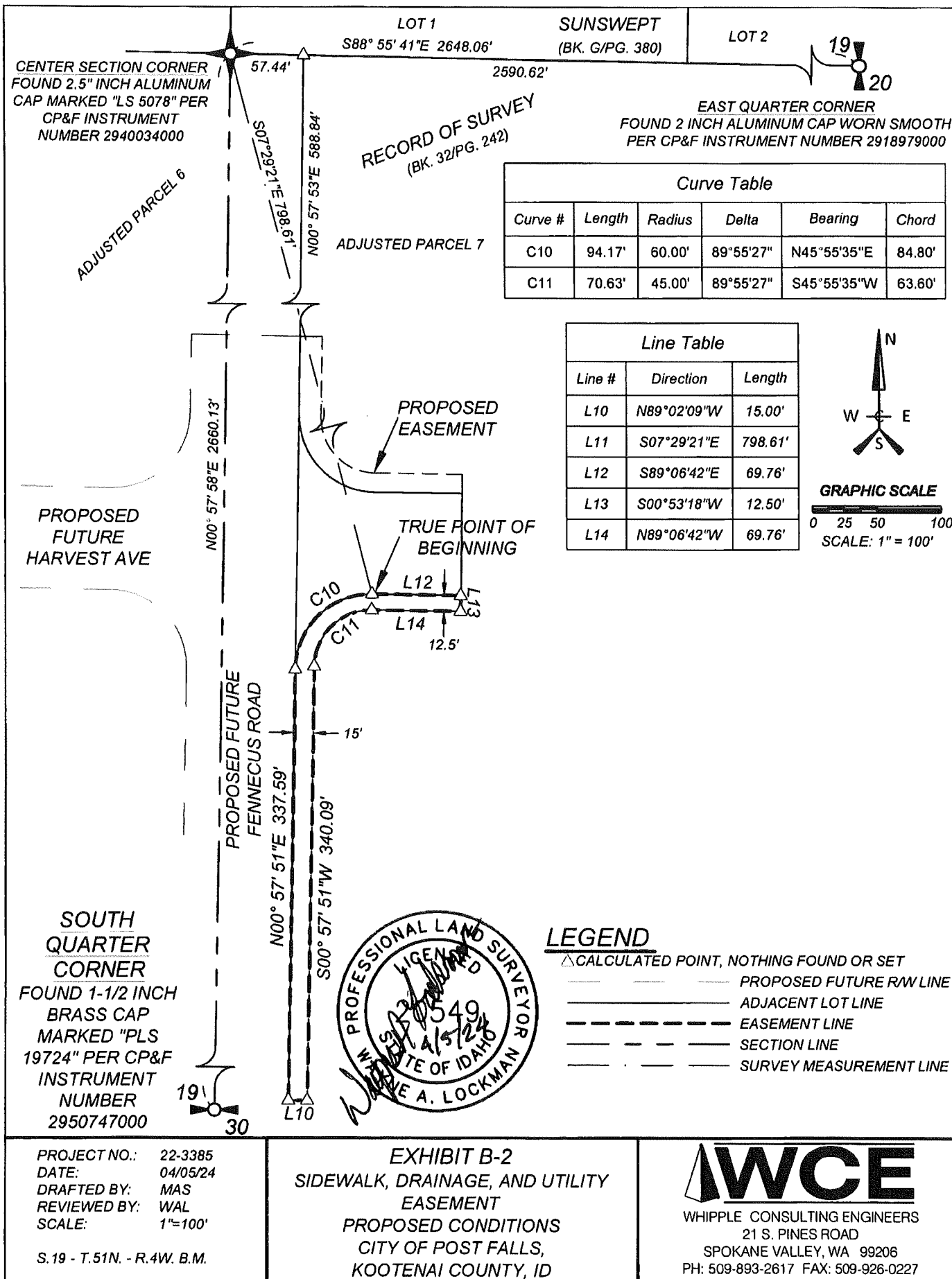
thence North 00°57'51" East 337.59 feet;

thence along a tangent curve to the right with a radius of 60.00 feet, an arc length of 94.17 feet, a central angle of 89°55'27" and a long chord that bears North 45°55'35" East 84.80 feet to the **True Point of Beginning**;

said parcel containing 7,059 square feet of land, more or less,

as depicted in **Exhibit B-2**.





GRANT OF RIGHT-OF-WAY

Zorros Road

KNOWN ALL MEN BY THESE PRESENTS, that Tag Jacklin, President of Medalist Development, Inc, 4752 W. Riverbend Ave, Post Falls, ID 83854, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, to wit:

See attached Exhibit A-1 and A-2

IN WITNESS WHEREOF Medalist Development, Inc. the Grantors
have caused this instrument to be executed this 8 day of April,
2024.

Page 76 of 267

EXHIBIT A-1

Zorros Road Right-of-Way

A parcel of land being a portion of the Southwest One-Quarter of Section 19, Township 51 North, Range 4 West, Bosie Meridian, City of Post Falls, Kootenai County, Idaho and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 19 being a 1-1/2 Brass Cap per CP&F Instrument Number 2950747000, Records of Kootenai County, from which the Southwest corner bears North 88°29'43" West 2633.41 feet; thence North 88°29'43" West 1274.97 feet; thence North 00°59'04" East 55.00 feet to the intersection of the North Right-of-Way of Prairie Avenue and the East Right-of-Way of Zorros Road being the **True Point of Beginning**;

thence along the East Right-of-Way of said Zorros Road, North 00°59'04" East 1350.14 feet to the southerly line of the Abandoned Union Pacific Railroad;

thence along the southerly line of said Abandoned Union Pacific Railroad, South 63°38'41" East 44.27 feet;

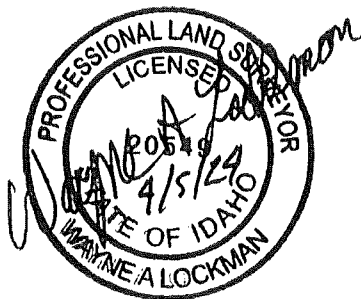
thence leaving said southerly line, South 00°59'04" West 1222.53 feet;

thence along a tangent curve to the left with a radius of 110.00 feet, an arc length of 171.79 feet, a central angle of 89°28'47" and a long chord that bears South 43°45'20" East 154.86 feet to the North Right-of-Way of said Prairie Avenue;

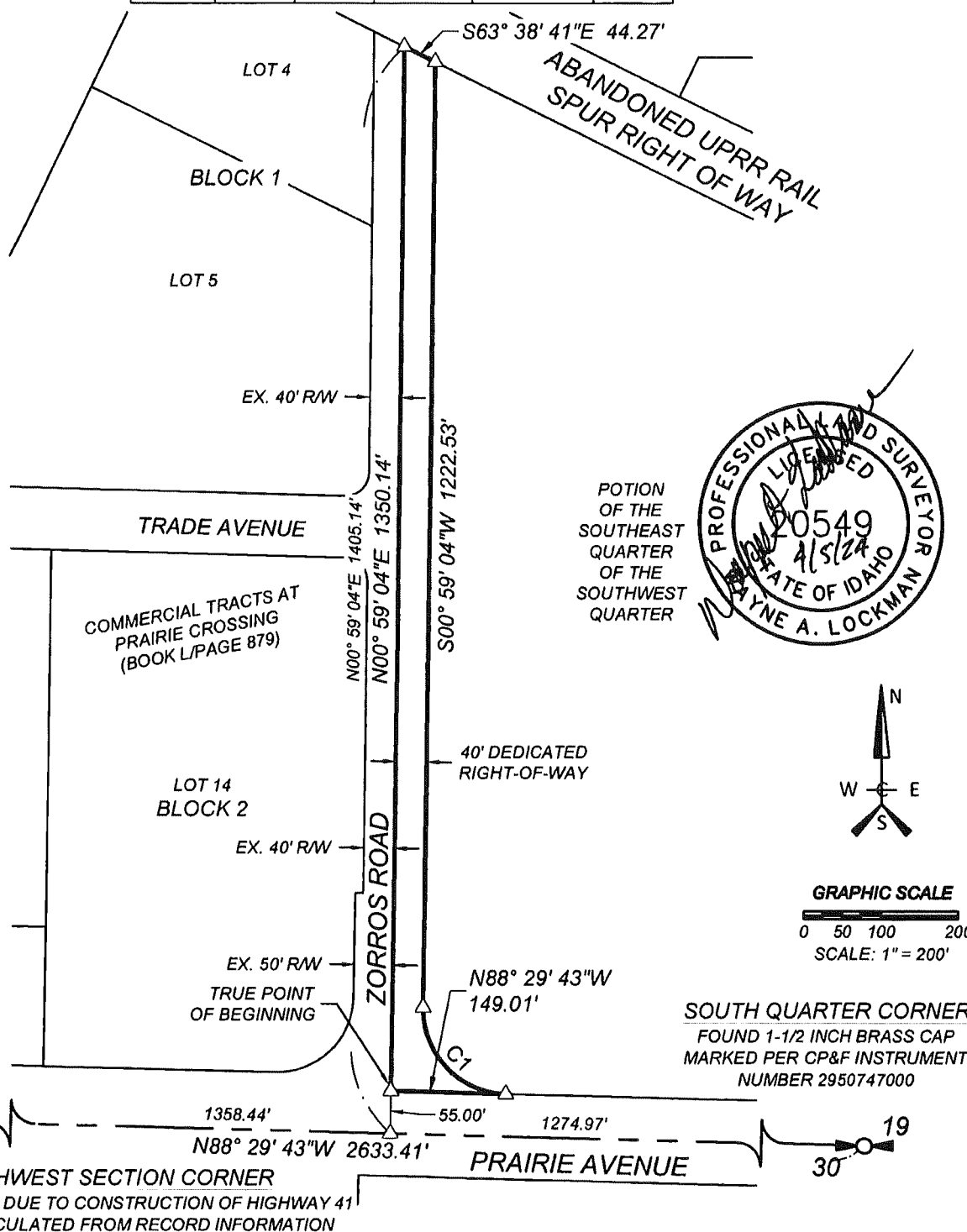
thence along said North Right-of-Way, North 88°29'43" West 149.01 feet to the **True Point of Beginning**;

said parcel of land containing 1.290 acres of land, more or less.

As depicted on **EXHIBIT A-2**.



Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	171.79'	110.00'	89°28'47"	S43°45'20"E	154.86'



PROJECT NO.: 22-3385
DATE: 04/05/24
DRAFTED BY: WAL
REVIEWED BY: BAG
SCALE: 1"=200'

S.19 - T.51N - R.4W B M

EXHIBIT A-2
ZORROS ROAD
RIGHT-OF-WAY DEDICATION
CITY OF POST FALLS,
KOOTENAI COUNTY, ID

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

GRANT OF RIGHT-OF-WAY

Harvest Avenue

KNOWN ALL MEN BY THESE PRESENTS, that Tag Jacklin, President of Medalist Development, Inc, 4752 W. Riverbend Ave, Post Falls, ID 83854, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, to wit:

See attached Exhibit A-1 and A-2

IN WITNESS WHEREOF Medalist Development, Inc. the Grantors
have caused this instrument to be executed this 8 day of April,
2024.

Page 81 of 267

EXHIBIT A-1

Harvest Right-of-Way

A parcel of land being a portion of the Southeast One-Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at Center Section corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2940034000, Records of Kootenai County, from which the East Quarter corner of said Section 19 bears South 88°55'41" East 2648.06 feet; thence South 04°04'23" East 652.47 feet to the **True Point of Beginning**;

thence along a non-tangent curve to the left with a radius of 60.00 feet, an arc length of 94.33 feet, a central angle of 90°04'33" and a long chord that bears South 44°04'25" East 84.91 feet;

thence South 89°06'42" East 69.50 feet;

thence South 00°53'18" West 80.00 feet;

thence North 89°06'42" West 69.76 feet;

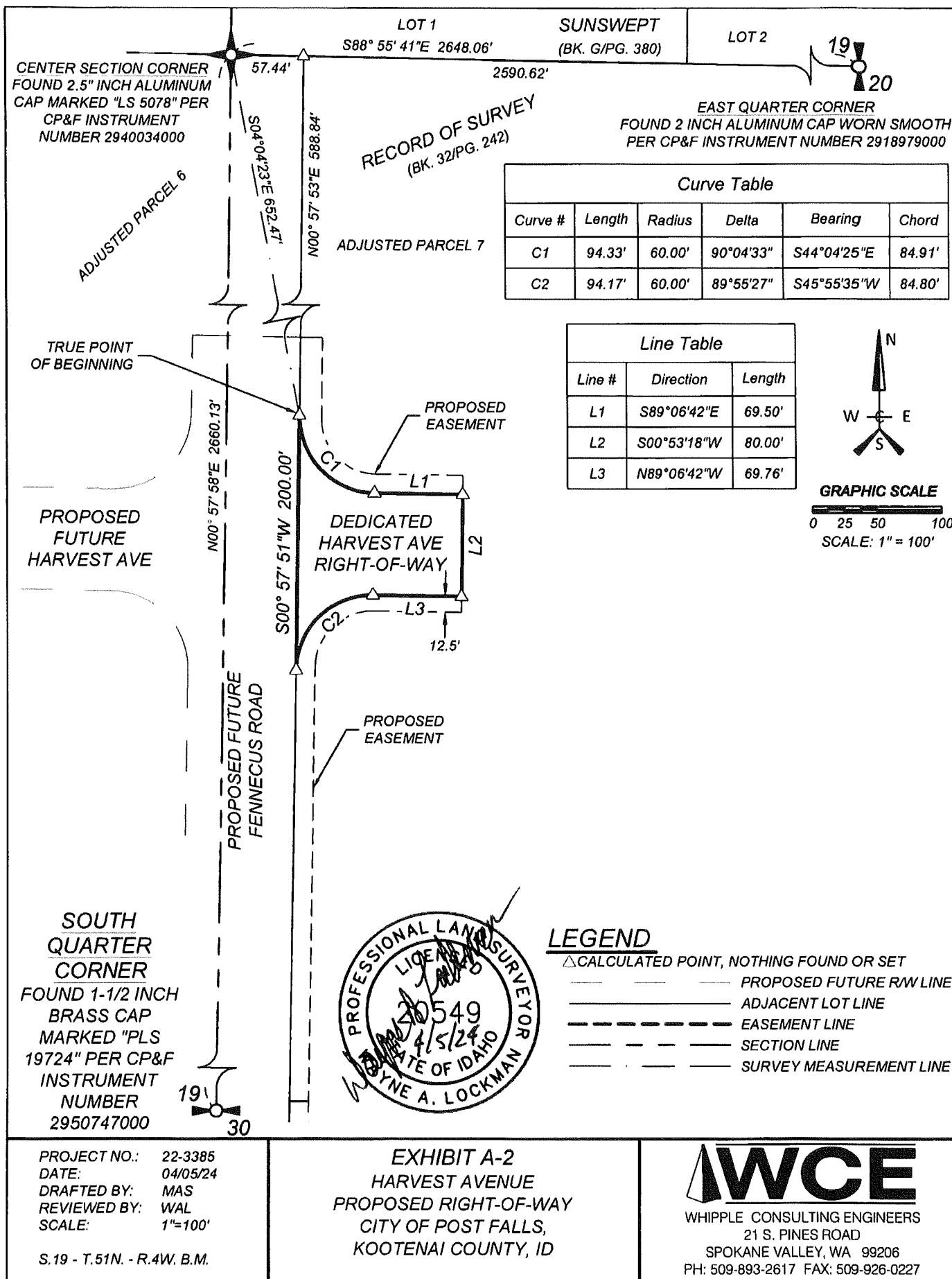
thence along a tangent curve to the left with a radius of 60.00 feet, an arc length of 94.17 feet, a central angle of 89°55'27" and a long chord that bears South 45°55'35" West 84.40 feet;

thence North 00°57'51" East 200.00 feet to the **True Point of Beginning**;

said parcel of land containing 11,915 square feet of land, more or less

as depicted on **EXHIBIT A-2**.





**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: Acceptance of Property - Rights-of-Way and Easement - Prairie/Zorros Roundabout

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature to accept grants of rights-of-way and a sidewalk, drainage and utility easement from Lakeside Real Estate Holdings II, LLC. associated with the Prairie / Zorros Roundabout.

***Originals to clerk prior to meeting.

DISCUSSION:

Lakeside Real Estate Holdings II, LLC. previously entered into an agreement with the City of Post Falls to dedicate rights-of-way and easement to accommodate the Prairie / Zorros Roundabout. Lakeside Real Estate Holdings II is the developer of the Fox Tail Subdivision and owns the property on the southeast corner of the Prairie Avenue and Zorros Road intersection. The granting of rights-of-way and easements at this time allows for the completion of the Prairie / Zorros Roundabout and accommodates the completion of Prairie Avenue widening by the Post Falls Highway District and City of Post Falls (Joint Grant project in design) anticipated for construction in 2028. The dedications being made conform with the conditions of the previous agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 27, 2023 – Right of Way Dedication Agreement for Future Roundabout at Prairie Ave and Zorros Rd with Lakeside Real Estate Holdings II, LLE (Consent Calendar – Item C)

APPROVED OR DIRECTION GIVEN:

Approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. ROW - Prairie & Zorros Roundabout (Wells)
2. Easement - Prairie & Zorros Roundabout (Wells)

GRANT OF RIGHT-OF-WAY

KNOWN ALL MEN BY THESE PRESENTS, that Melissa Wells, Manager of Lakeside Real Estate Holdings II, LLC, 1859 N. Lakewood Dr #200, Coeur D'Alene, ID 83814, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, to wit:

THAT PART OF TRACT 6, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 'C', PAGE 78, RECORDS OF KOOTENAI COUNTY IDAHO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, THENCE SOUTH 88°29'54" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1316.69 FEET TO A POINT ON THE NORTHERLY EXTENDED WEST LINE OF SAID TRACT 6; THENCE SOUTH 01°01'20" WEST, ALONG THE NORTHERLY EXTENDED WEST LINE AND WEST LINE OF SAID TRACT 6, A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE AND **THE POINT OF BEGINNING;**

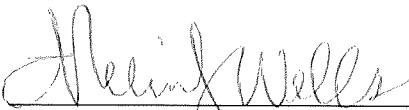
THENCE CONTINUING SOUTH 01°01'20" WEST 54.51 FEET;
THENCE SOUTH 88°58'40" EAST 46.04 FEET;
THENCE NORTH 00°43'43" EAST 10.63 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 56.50 FEET, A CHORD BEARING OF NORTH 26°07'23" EAST, A CHORD DISTANCE OF 47.84 FEET; THROUGH A CENTRAL ANGLE OF 50°05'20", A DISTANCE OF 49.39 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE;
THENCE NORTH 88°29'54" WEST 66.28 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 2768 SQUARE FEET, MORE OR LESS.

See attached "Exhibit A"

TO HAVE AND TO HOLD such right-of-way for public purposes, the Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

IN WITNESS WHEREOF Lakeside Real Estate Holdings II the Grantors have caused this instrument to be executed this 8th day of March, 20 24.

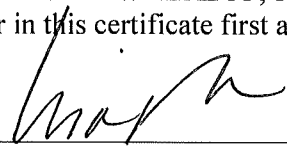

Melissa Wells, Manager
Lakeside Real Estate Holdings II, LLC

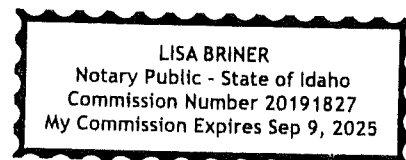
ACKNOWLEDGMENT

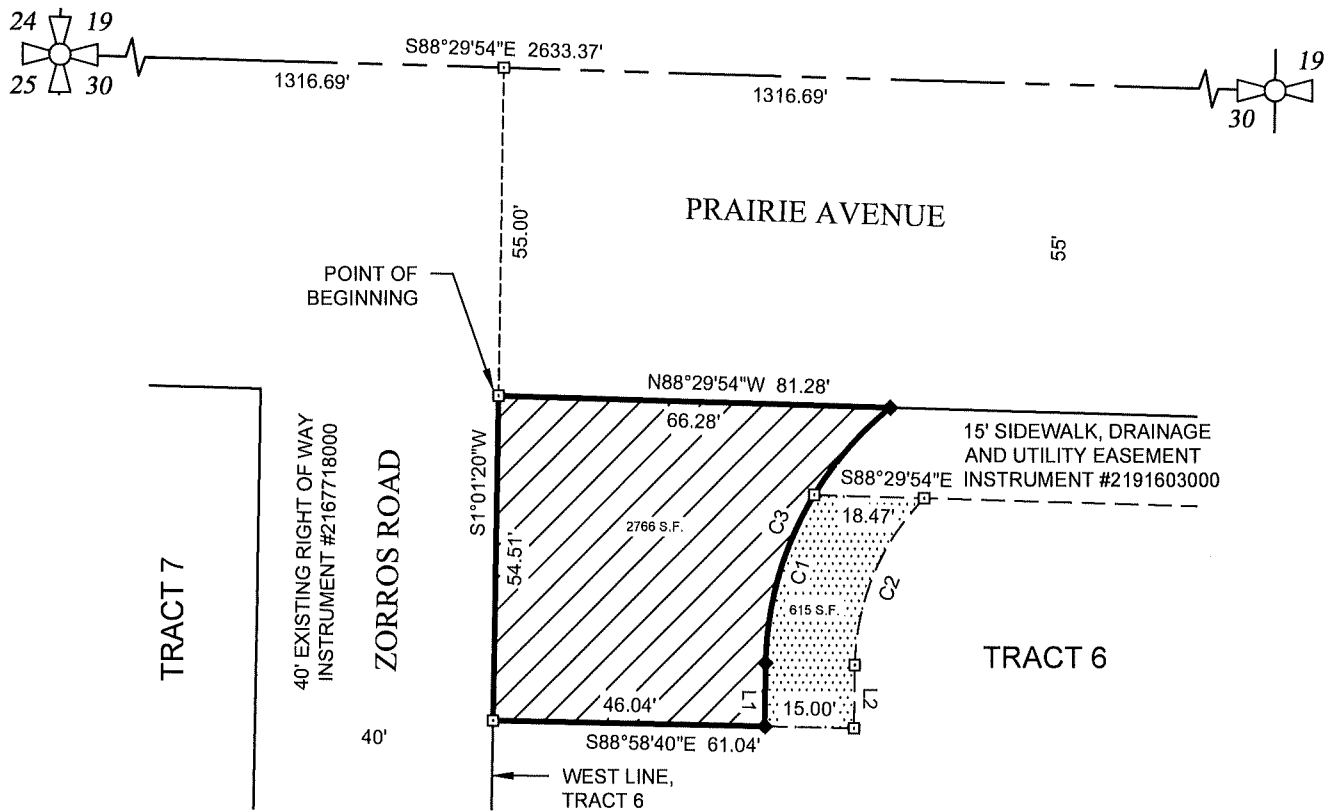
STATE OF IDAHO)
County of Kootenai)

On this 8th day of March, 20 24, before me personally appeared Melissa Wells, known to me or identified to me to be the person(s) subscribed herein who executed the foregoing Grant of Right-Of-Way and acknowledged that they voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto 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: Kootenai County
My Commission Expires: 9/9/25





LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°43'43"W	10.63'
L2	S0°43'43"W	10.66'

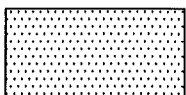
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	56.50'	29.79'	30°12'41"	S16°11'04"W	29.45'
C2	41.50'	31.09'	42°55'29"	S22°35'58"W	30.37'
C3	56.50'	49.39'	50°05'20"	S26°07'23"W	47.84'

LEGEND

- ◆ SET 1/2" REBAR AND PLASTIC CAP P.L.S. 9367
- CALCULATED POSITION NOTHING FOUND OR SET



NEW RIGHT OF WAY



NEW EASEMENT

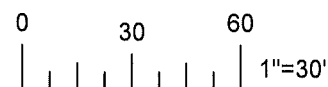


EXHIBIT A - ZORROS ROAD RIGHT OF WAY

PORTION OF TRACT 6, POST FALLS IRRIGATED TRACTS
LOCATED IN THE NW 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN. CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

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

DATE SURVEYED:	DRAFTED BY: DTL	PLOT DATE: 01/12/2024	SHEET 1 / 1
FILE NAME: 21-289 ROUNDABOUT	CHECKED BY: CJJ	PROJECT No.: 21-289	

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, Melissa Wells, the Manager of Lakeside Real Estate Holdings II, LLC, 1859 N. Lakewood Drive #200, Coeur D'Alene, ID 83814 herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, utility and drainage over, under, upon and across the following described property, to wit:

THAT PART OF TRACT 6, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 'C', PAGE 78, RECORDS OF KOOTENAI COUNTY IDAHO, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 30, THENCE SOUTH 88°29'54" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1316.69 FEET TO A POINT ON THE NORTHERLY EXTENDED WEST LINE OF SAID TRACT 6; THENCE SOUTH 01°01'20" WEST, ALONG THE NORTHERLY EXTENDED WEST LINE AND WEST LINE OF SAID TRACT 6, A DISTANCE OF 109.51 FEET; THENCE SOUTH 88°58'40" EAST 46.04 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°43'43" EAST 10.63 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 56.50 FEET, A CHORD BEARING OF NORTH 16°11'04" EAST, A CHORD DISTANCE OF 29.45 FEET; THROUGH A CENTRAL ANGLE OF 30°12'41", A DISTANCE OF 29.79 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN EASEMENT RECORDED UNDER INSTRUMENT NUMBER 2191603000, RECORD OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 88°29'54" EAST 18.47 FEET;
THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 41.50 FEET, A CHORD BEARING OF SOUTH 22°35'58" WEST, A CHORD DISTANCE OF 30.37 FEET; THROUGH A CENTRAL ANGLE OF 42°55'29", A DISTANCE OF 31.09 FEET;
THENCE SOUTH 00°43'43" WEST 10.66 FEET;
THENCE NORTH 88°58'40" WEST 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 615 SQUARE FEET, MORE OR LESS.

See Attached "Exhibit A"

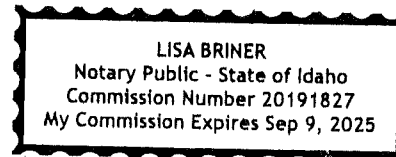
TO HAVE AND TO HOLD said easement for public sidewalk, utility and drainage purposes so long as the same shall be used, operated and maintained as such. The Grantors herein expressly limit the grant and quitclaim of this easement to their respective interest, and that of their successors, in that parcel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

DATED AND DONE this 8th day of March, 2024.

Melissa Wells
Melissa Wells, Manager
Lakeside Real Estate Holdings II, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)



On this 8th day of March, 2024 before me, a Notary Public in and for said state, personally appeared Melissa Wells known or identified to me to be the Manager of Lakeside Real Estate, the manager that executed this instrument, or the person who executed the instrument on behalf of said _____ and acknowledged to me that such _____ 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.

Lisa Briner
Notary Public for the state of Idaho
Residing at: Kootenai County
Commission Expires: 9/9/25

CITY OF POST FALLS

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

Ronald G. Jacobson, Mayor

ATTEST:

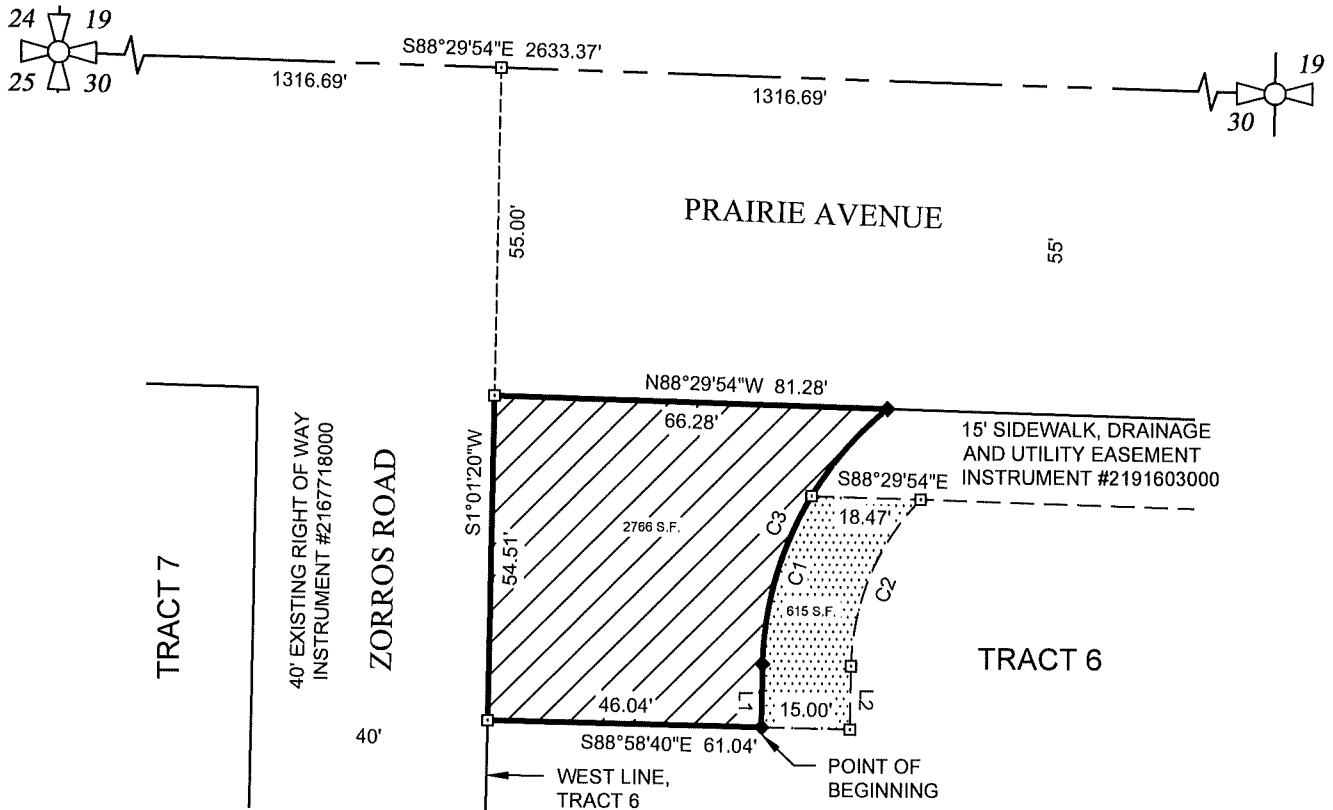
Shannon Howard, City Clerk

State Of Idaho)
County of Kootenai)

On this ____ day of _____, 20____, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

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

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S0°43'43"W	10.63'
L2	S0°43'43"W	10.66'

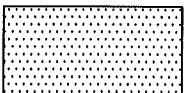
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CRD. DIST.
C1	56.50'	29.79'	30°12'41"	S16°11'04"W	29.45'
C2	41.50'	31.09'	42°55'29"	S22°35'58"W	30.37'
C3	56.50'	49.39'	50°05'20"	S26°07'23"W	47.84'

LEGEND

- ◆ SET 1/2" REBAR AND PLASTIC CAP P.L.S. 9367
- CALCULATED POSITION NOTHING FOUND OR SET



NEW RIGHT OF WAY



NEW EASEMENT

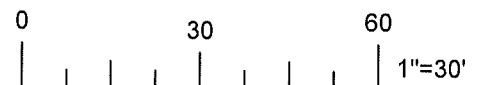


EXHIBIT A - ZORROS ROAD EASEMENT

PORTION OF TRACT 6, POST FALLS IRRIGATED TRACTS
LOCATED IN THE NW 1/4 OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN. CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

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

DATE SURVEYED:	DRAFTED BY: DTL	PLOT DATE: 01/12/2024	SHEET
FILE NAME: 21-289 ROUNDABOUT	CHECKED BY: CJJ	PROJECT No.: 21-289	1/1

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: Pinion Park Roadway Frontage Improvements Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject project.

***Original with wet signatures to clerk prior to meeting.

DISCUSSION:

This Agreement reflects the construction phase of the Pinion Park Roadway Frontage Improvements. The Agreement sets forth the typical expectations of the Developer of the project, and sets forth the responsibilities of the Developer and the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. CIA (FOR SIGNATURE) 4.9.24

**CITY OF POST FALLS
408 SPOKANE STREET
POST FALLS, IDAHO 83854**

CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho, 83854 and **Pinion Park Estates, LLC** (hereinafter the "Developer"), enter into this Agreement effective the _____ day of _____ 20____, respecting the development of **Pinion Park Estates Frontage Improvements** the Project, affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for dedication and construction of public improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with ordinances of the City of Post Falls

WHEREAS, the Developer is the Owner of the real property which is the subject of the Agreement (hereinafter the "Property") is located in the City of Post Falls and is described as set forth on Attachment A, which is incorporated herein by reference: (Legal Description of External Boundaries of Lands Subject to Agreement).

WHEREAS, no construction of public improvements shall be allowed until plans are approved by the City Engineer as authorized by the City Council, as appropriate, until Engineering inspection and other fees indicated herein are pre-paid in full, until this Construction Improvement Agreement has been approved by City Council, Mayor or City Engineer, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Title 18, Zoning, of the Post Falls City Code requires certain improvements to be provided by the owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, the City of Post Falls has adopted site development standards which require landowners to do work in the public rights of way in order to complete their site development work; and

WHEREAS, development of inclusive lots must be provided with survey monuments, street surfacing, curbs and gutters, drainage systems, sidewalks, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS the owner desires to construct certain roadway frontage improvements prior to approval of a site plan; and

WHEREAS, The Developer seeks the City's agreement to enter in a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of the Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article applies to every part of this Agreement.

1.02 PERMITS, LAWS AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Post Falls Municipal Code and resolutions adopted by the City Council implementing Code requirements.

All work that is to be performed within the public rights-of-way or that is to be completed on items to be owned, operated or maintained by the City of Post Falls shall be done by a public works contractor licensed to perform said work on projects to comply with the City's ordinances; and

1.03 RELATIONSHIP OF PARTIES

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer, or any contractor or subcontractor of the Developer, be deemed an agent, employee, or partner of the city, nor otherwise associated with the City other than in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the city other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform the work required to be completed by the Developer under this Agreement shall not be deemed an agent, employee, partner or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer

and that the City is a third party beneficiary. The Developer shall require the Engineer's duties to include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 **DEVELOPER'S RESPONSIBILITY**

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of the Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof. The Developer shall notify all contractors, subcontractors, or agents providing professional services of conditions and requirements of this agreement.

1.06 **ALLOCATION OF LIABILITY**

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 **DISCLAIMER OF WARRANTY**

Notwithstanding this Agreement or any action taken by any person hereunder, neither the city nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.08 **NON-DISCRIMINATION**

In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age.

1.09 **COST OF DOCUMENTS**

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense free of copyright.

1.10 **PUBLIC UTILITIES**

- A. Any public utility service contemplated by this Agreement shall be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations and tariffs of the State of Idaho to the extent they may apply.
- B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the city or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action or demand against the City.
- C. The Developer shall bear all cost associated with the installation of all Public Utilities, including street lights. These installation costs shall be paid at the time of execution of this Agreement and not be passed on to the city unless provided for otherwise within an appendix to this agreement.
- D. The Developer shall be responsible to pay either the sewer cap, water cap and hook-up fees or confirm that those fees have been paid by the previous property owner prior to connection to the City sewer or water system as part of the installation of the public improvements.

1.11 **TIME IS OF THE ESSENCE**

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

1.12 **ASSIGNMENTS**

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign or delegate its duties under this Agreement:
 - 1. To the extent that applicable codes require that assignments of contract rights be allowed;
 - 2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
 - 3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 **DEFAULT – CITY’S REMEDIES**

A. The City may declare the Developer to be in default:

1. 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.
3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours notice of this default and the Developer fails to correct the failure within that time period.
4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

B. Upon a declaration of default, and failure to cure under section 1.13.A.2, the City may do any one or more of the following:

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer.
2. Developer shall be liable to the City for any costs thus incurred. The City may deduct any cost incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13A4.
3. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.

4.

Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 **NON-WAIVER**

The failure of the city at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.15 **INTERPRETATION**

- A. Each document incorporated by reference here in is an essential part of this Agreement and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.
- B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
 - 1. Documents, appendixes or sections titled "Special Provisions"
 - 2. Article II of this Agreement, titled "**Improvement Construction Standards and Procedures**" and Article III of this Agreement titled "**Final Acceptance of Improvements**".
 - 3. Article I of this Agreement titled "**General Provisions**".
 - 4. Any other documents incorporated by reference herein.

1.16 **EFFECT OF STANDARD SPECIFICATIONS**

The Design Standards of the City of Post Falls, Idaho Standards for Public Works Construction and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 **AMENDMENT**

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 **JURISDICTION – CHOICE OF LAW**

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Kootenai County. The law of the State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 **SEVERABILITY**

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

1.20 **INTEGRATION**

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

1.21 **DEFINITIONS**

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. “Improvements” mean all work, which the Developer is required to perform by this Agreement.
- B. “City Improvements” means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. “Private Utility Improvement” means improvements owned, maintained and operated by a private utility or by a private owner or owner’s association.
- C. “City” for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.
- D. “Acceptance”, by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- E. “Final Acceptance” by the City means that the City is satisfied that **all** improvements required by this Agreement and Title 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 **APPROVALS AND CONSENTS**

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

1.23 **ATTORNEY FEES**

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 **RECORDING**

Developer shall be solely responsible for acquisitions of property, including the preparation and recordation of documents for any and all easements or rights-of-way necessary for the completion of improvements as outlined in this agreement.

2.02 **PERFORMANCE GUARANTY**

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.03, 2.04 and 2.05. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.
- B. Guaranty will be required prior to any work within the existing rights-of-way.
- C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimate, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer. The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls; utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements which accord with the requirements of ordinances of the City of Post Falls. Evidence of such surety shall be attached hereto and be labeled Attachment

D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

"This type of surety is for an initial term that expires on . This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the issuing bank notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this letter of credit will not be renewed.

E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.

F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09
2. The expiration of the warranty period as provided in Section 3.08.

2.03 **PERFORMANCE BOND**

The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.

2.04 **ESCROW**

The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

2.05 **LETTER OF CREDIT**

The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in the form approved by the City.

2.06 **PREREQUISITES OF CONSTRUCTION**

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until approval by all other agencies as

required to construct the required improvements have been obtained and this Agreement has been completed and signed by the Developer and the City and all public works inspection fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Public Works Inspection Fee Summary.

2.07 **ENGINEER**

- A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvement, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.
- B. The Developer shall inform the city of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer or engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.08 **PLANS AND SPECIFICATIONS**

- A. The Developer shall submit to the city, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.
- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. The City will endeavor to provide a complete and thorough review of all plans and specifications; however, ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.09 **QUALITY CONTROL PROGRAM**

The Developer's Engineer of Record shall follow the City's project certification and quality control program when performing their duties to provide for certification of the construction work. The Engineer of record shall be responsible, in charge of the quality control / inspection activities.

2.10 **WORK SCHEDULE**

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.
- C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.
- D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.
- E. In case of an emergency affecting public health and safety, the City may provide to the Developer written notice to take immediate action to construct the improvements or correct deficiencies, setting a time frame in which those improvements must be completed. In the event that the Developer does not take action to construct those improvements within the time frame set by the City, the City may declare the Developer in default and without providing a time period to cure may complete the improvements and pursue reimbursement from the Developer or the security posted by the Developer.

2.11 **MATERIALS**

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with city standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to the City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.12 **GENERAL STANDARDS OF WORKMANSHIP**

- A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091 instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.

- B. If, in the course of construction, conditions appear, which in the exercise of reasonable engineering judgment, require a modification of, or substitution for approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the Project not otherwise subject to this Agreement in accordance with applicable statutes, ordinances or specifications.

2.13 **PLACEMENT OF UTILITIES**

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement. The City Engineer shall approve the alignment of city and private utilities.

2.14 **WORK IN RIGHTS-OF-WAY**

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. The Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience towards the public.

2.15 **SURVEYOR**

A person registered as a professional land surveyor under the laws of the State of Idaho shall make all boundary surveys required for the completion of improvements under this Agreement.

2.16 **REQUIRED REPORTING**

- A. *Quality Control*
The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.
- B. *Construction Progress*
If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.
- C. *Surveys*
The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.

- D. *Well Logs/Test Hole Logs*
The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.
- E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.
- F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results and construction quality control data as indicated with the City's Engineering Project Certification and Quality Control provision.

2.17 **PROGRESS PAYMENTS**

The Developer shall hold the City harmless against any claims made by Developer's contractors.

2.18 **OBSERVANCE**

- A. The Engineer of record or their representative shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.
- B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.16A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.16, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.
- D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.19 **STOP WORK ORDERS**

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present

a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.

- B. A stop work order shall remain in effect until the city approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Post Falls, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issued a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.20 **ACCESS**

The City shall have access to all parts of the project necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

2.21 **MAINTENANCE**

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all public improvements associated with the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement. If the Developer fails to maintain the road improvements, the City may either contract for the maintenance to be completed, or complete the maintenance by City forces and charge the Developer for all associated costs, including administration fees.

- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees or contractors. The Developer shall give reasonable notice to the city before undertaking the repair of any damaged improvement.

2.22 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

- A. Before final acceptance, the City may enter upon, inspect, control and operate any improvement if the city determines that such action is necessary to protect the public's health, safety and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the city, nor shall the action affect in any way the Developer's warranty under this Agreement.
- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the city or other responsible public agency or have been completed as required by this Agreement.

2.23 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

- A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.
- B. No later than sixty (60) days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide to the City as-built drawings in accordance with current City Engineer's Drawing Submittal Standards. The as-built drawings shall be certified by a professional engineer

registered under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 **CERTIFICATE OF COMPLIANCE**

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.15F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 **CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS**

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid for work owned or maintained by the City or private utilities and no liens or other claims have been recorded, or that the Developer knows of no intent to file a claim or lien against the City or private utility improvements.

3.05 **CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY**

The Developer shall convey to the city any easement, rights-of-way, or other property interest necessary to allow access to the city improvements to operate, maintain or repair the City improvements. Documents for conveyance of any and all easements or rights-of-way shall be prepared in accordance with city policies. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 **INSPECTION**

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.
- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.
- E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer,

the City Engineer shall submit to the Post Falls City Council a recommendation for final acceptance of the improvements.

3.07 **CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS**

- A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.
- B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

3.08 **DEVELOPER'S WARRANTY**

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year from the date of final acceptance. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon the satisfaction and final acceptance of all improvements.
- B. The Developer's warranty shall not extend to any failure or effect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 **WARRANTY GUARANTY**

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.03 through 2.05, determined by the following table:

<u>Actual Cost of All Improvements</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000.00	10.0%
\$500,000.00 - \$1,000,000.00	7.5%
Over \$1,000,000.00	5.0%

3.10 **CITY'S REMEDIES UNDER WARRANTY**

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 **CONDITIONS OF REIMBURSEMENT**

- A. If this Agreement requires the City to reimburse the Developer for all or part of the cost of an improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement. Reimbursement shall be limited to that work described herein in Appendix V.
- B. Any reimbursement shall be subject to the approval of bonds and/or the appropriation of funds as required by law. If funds are not available at the time any reimbursement is due under this Agreement, the City shall reimburse the Developer when funds become available. The City shall not be liable for any delay in reimbursing the Developer due to the unavailability of funds, nor shall such delay constitute a breach of this Agreement.

3.12 AUTHORITY

The Developer accepts full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of project review by the City of Post Falls. It is understood that the person(s) who execute this Agreement on behalf of the Developer and Owner, and represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER

Pinion Park Estates, LLC
Todd Kaufman, Member
3110 N. Government Way
Coeur D'Alene, ID 83815

CITY

City of Post Falls
Engineering Department
408 Spokane Street
Post Falls, ID 83854
(208) 773-8708

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF POST FALLS

DEVELOPER

BY: _____

BY: _____

ATTEST:

WITNESS:

City Clerk

Print Name: _____

ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHEMNT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY
APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	ENGINEER OF RECORD DECLARATION
APPENDIX V:	ENGINEER OF RECORD CERTIFICATION
APPENDIX VI:	CERTIFICATION OF PAYMENT OF CONTRACTORS & VENDORS
APPENDIX VII:	STREET LIGHT FEES (1 YEAR)
APPENDIX VIII:	IRRIGATION SYSTEMS
APPENDIX IX	STREET TREE CASH IN LIEU OF INSTALLATION

DEVELOPER ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss

On this ____ day of _____, 20____, before me, a Notary Public for the State of _____, personally appeared _____, the Developer of _____, known or identified to me to be the person(s), who executed the foregoing Commercial Construction Improvement Agreement and acknowledged to that they executed such Agreement.

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

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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Pinion Park Estates Frontage Improvements

Developer to submit legal property description and reduced site plan of adjoining property.

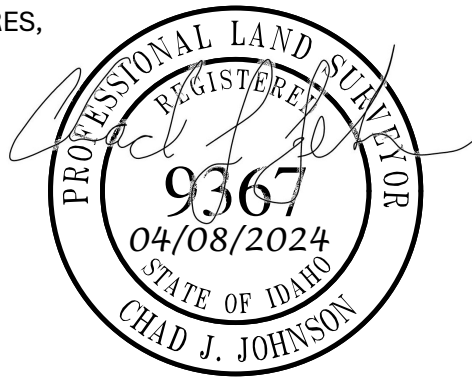
ATTACHMENT "A"

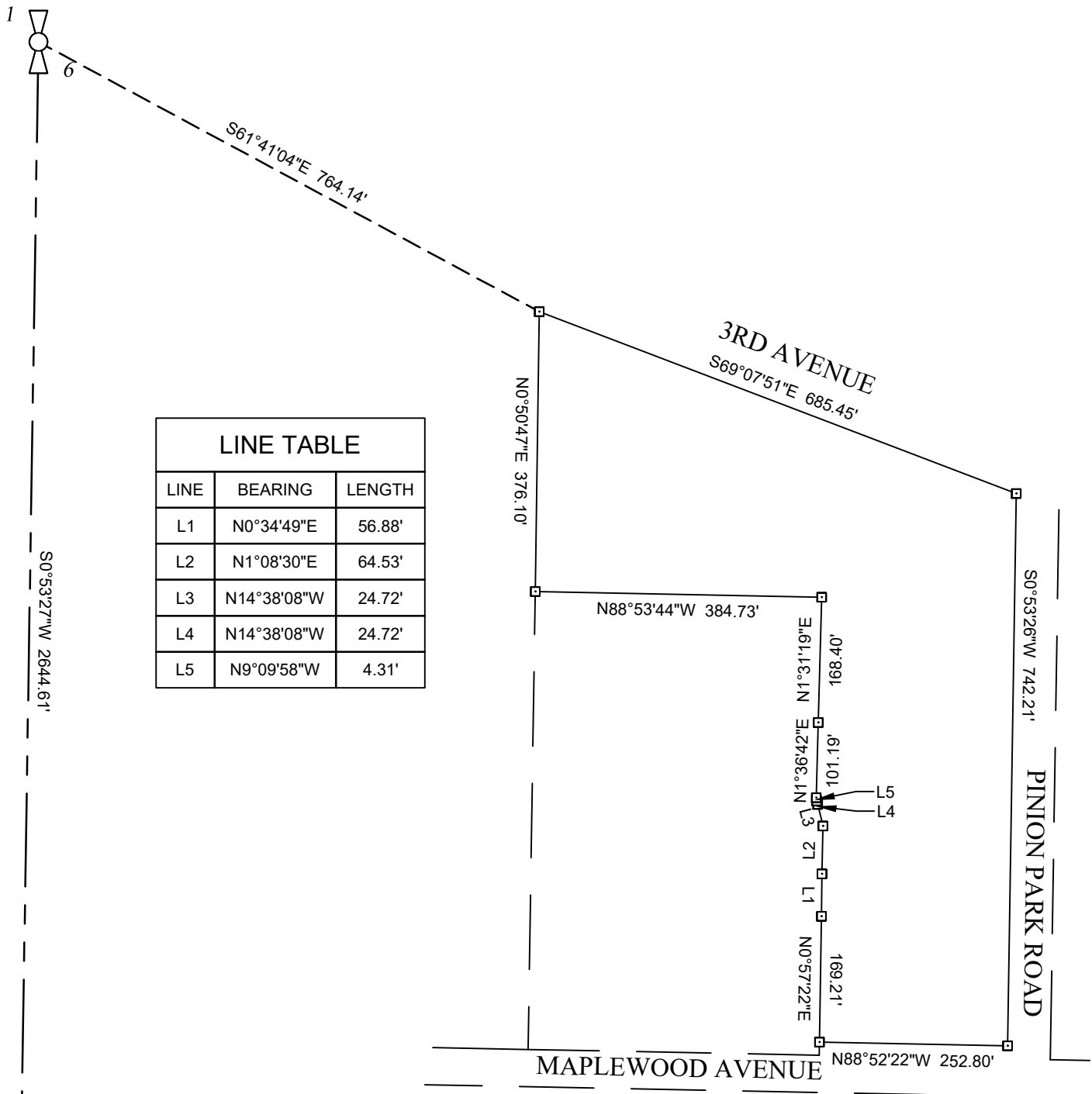
THAT PART OF LOTS 1, 4, & 5, BLOCK B, THOMPSON, ACCORDING TO THE PLAT THEREOF FILED IN BOOK B OF PLATS, PAGE 101, RECORDS OF KOOTENAI COUNTY, IDAHO, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 6 BEARS SOUTH 00°53'27" WEST 2644.61 FEET; THENCE SOUTH 61°41'04" EAST 764.14 TO APOINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 3RD AVENUE AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 69°07'51" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE 685.45 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF PINION PARK ROAD; THENCE SOUTH 00°53'26" WEST ALONG SAID WEST RIGHT OF WAY LINE 742.21 FEET; TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF MAPLEWOOD AVENUE; THENCE NORTH 88°52'22" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 252.80 FEET; THENCE NORTH 00°57'22" EAST 169.21 FEET; THENCE NORTH 00°34'49" EAST 56.88 FEET; THENCE NORTH 01°08'30" EAST 64.53 FEET; THENCE NORTH 14°38'08" WEST 24.72 FEET; THENCE NORTH 14°51'17" WEST 4.97 FEET; THENCE NORTH 09°09'58" WEST 4.31 FEET; THENCE NORTH 01°36'42" EAST 101.19 FEET; THENCE NORTH 01°31'19" EAST 168.40 FEET; THENCE NORTH 88°53'44" WEST 384.73 FEET; THENCE NORTH 00°50'47" EAST 376.10 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 7.369 ACRES,





BOUNDARY EXHIBIT

SECTION 6, TOWNSHIP 50 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

DATE SURVEYED:

DRAFTED BY: DTL

PLOT DATE: 04/08/2024

SHEET

FILE NAME: 22-32 SURVEY

CHECKED BY: CJJ

PROJECT No.: 22-032

1 / 1

Johnson
Surveying

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

ATTACHMENT "B"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY

CDA Paving & Concrete Specialties

FOR

Pinion Park Estates Frontage Improvements

☐	Street surfacing or infill paving
☐	Monumentation
☐	Electric
☐	Curbs and gutters
☐	Street lighting
☐	Gas
☐	Sidewalks
☐	Telephone
☐	Drainage
☐	Street signs
☐	Cable TV
☐	Water
☐	Landscaping (Swales)
☐	Sanitary Sewer
☒	Improvements shown on construction plans referenced within Appendix I to this Agreement.
☐	Other - as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES FOR

Pinion Park Estates Frontage Improvements

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls:
\$ 539,983.80
 2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ -0-**
 3. Other improvements for which bonding are required: **\$ -0-**
 4. Street trees within public right-of-way: **\$ -0-**
 5. Total cost of improvements: **\$ 539,983.80**
 6. Warranty amount: **\$ 40,498.79**
- **Street trees, irrigation and final grass establishment shall be completed upon site development.**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Pinion Park Estates Frontage Improvements

Developer to submit detailed cost estimates. The cost estimate, unit quantities, and costs are provided for budgetary purposes. The Developer is required to construct the project in accordance with the approved construction drawings, regardless of variations in the cost estimate quantities and plan quantities.

ATTACHMENT "C-1"

Construction Cost Estimate

Pinion Park Frontage Improvements



Date: 3/28/2024

Item	Description	Quantity	Unit	Unit Price	Total Price
<u>Clearing & Grubbing</u>					
1	Mobilization	1	LS	\$ 26,000.00	\$ 26,000.00
2	Erosion and Sediment Control	1	LS	\$ 5,345.00	\$ 5,345.00
3	Traffic Control	1	LS	\$ 7,530.00	\$ 7,530.00
4	AC Sawcut	1,000	LF	\$ 2.50	\$ 2,500.00
5	Remove Existing Asphalt	47,250	SF	\$ 0.30	\$ 14,175.00
6	Remove Existing Catch Basin and Culvert	1	LS	\$ 1,460.00	\$ 1,460.00
<u>Sewer</u>					
1	10" PVC Sanitary Sewer	835	LF	\$ 59.00	\$ 49,265.00
2	8" PVC Sanitary Sewer	800	LF	\$ 45.00	\$ 36,000.00
2	48" Manholes	6	EA	\$ 1,800.00	\$ 10,800.00
3	6" PVC Sewer Service	180	LF	\$ 65.00	\$ 11,700.00
4	Sewer Tie In	1	EA	\$ 1,750.00	\$ 1,750.00
<u>Stormwater</u>					
2	Swales	14,420	SF	\$ 0.25	\$ 3,532.90
3	Drywell Type A (Single)	4	EA	\$ 2,600.00	\$ 10,400.00
	Check Dam	8	EA	\$ 114.00	\$ 912.00
<u>Water</u>					
1	12" PVC Water Main	300	LF	\$ 182.28	\$ 54,684.00
	8" PVC Water Main	80	LF	\$ 461.53	\$ 36,922.40
2	6" PVC Water Line	50	LF	\$ 62.10	\$ 3,105.00
	Remove Existing FH	2	EA	\$ 1,000.00	\$ 2,000.00
8	Fire Hydrant Assembly	4	EA	\$ 10,000.00	\$ 40,000.00
<u>Streets, Curbs, & Gutter</u>					
1	Asphalt Roadway 3" AC Over 6" Base (Maplewood)	2,844	SY	\$ 24.00	\$ 68,256.00
	Asphalt Roadway 2" AC Over 4" Base (Pinion Park)	2,501	SY	\$ 17.00	\$ 42,517.00
2	Asphalt Roadway 2" AC Over 4" Base (3rd Ave)	648	SY	\$ 23.00	\$ 14,904.00
3	Standard Curb and Gutter	1,642	LF	\$ 19.00	\$ 31,198.00
4	Curb Inlet	25	EA	\$ 150.00	\$ 3,750.00
5	Concrete Approach	2	EA	\$ 5,300.00	\$ 10,600.00
<u>Sidewalks</u>					
1	4" Concrete Sidewalk Over 2" Base	8,525	SF	\$ 4.30	\$ 36,657.50
2	Pedestrian Ramp	5	EA	\$ 1,784.00	\$ 8,920.00
<u>Dry Utilities</u>					
1	Dry Utilities Trenching (Ex, Bed, and Backfill Only)	400	LF	\$ 8.00	\$ 3,200.00
<u>Signage, Striping, Mailboxes, street lighting</u>					
1	Street Signs and Barricades	1	LS	\$ 1,900.00	\$ 1,900.00

Item	Description	Quantity	Unit	Unit Price	Total Price
Total of Bid Schedule					\$ 539,983.80

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Pinion Park Estates, LLC

A surety company will post a performance guaranty acceptable to the City for the improvements per Section 2.02 prior to construction activity.

ATTACHMENT "D"

**APPENDIX I
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND**

Pinion Park Estates, LLC

FOR

Pinion Park Estates Frontage Improvements

CONSTRUCTION DRAWINGS

Plans Titled: **Pinion Park Estates Frontage Improvements**

Dated: **4/4/24**

By: **Steven P. Soltys, P.E.**

Sheets 1 through **11**.

**APPENDIX II
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND**

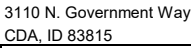
Pinion Park Estates, LLC

FOR

Pinion Park Estates Frontage Improvements

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.



Pinion Park Estates Frontage Improvements Project - PRELIMINARY SCHEDULE

[illegible]

**APPENDIX III
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND**

Pinion Park Estates, LLC

FOR

Pinion Park Estates Frontage Improvements

ENGINEERING SERVICES FEE SUMMARY

To be determined by the City of Post Falls, Engineering Division, based on quantity of improvements and current fee schedule.

Items	Units	Quantity	Base Fee	Rate (\$/unit)	Total
Utility ROW			100		0
Commercial ROW			350		0
Residential ROW			150		0
Utility Trench					1908.25
	1-200ft		250	0	0
	201-400 ft		350	0	0
	401-600 ft		400	0	0
	601-800 ft		450	0	0
	>800 ft	2245	0	0.85	1908.25
Curb and Gutter		1642	150	0.6	1135.2
Sidewalk/Approaches		1694	150	0.6	1166.4
Swales and Drywells					
	Swale	14420	150	0.2	3034
	Drywell	4	0	60	240
Pavement		5993	150	0.5	3146.5
Water Pressure Test		1	0	120	120
Sewer Pressure Test		6	0	120	720
Street Trees		0	0	40	0
Total					11470.35

APPENDIX IV
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Pinion Park Estates, LLC

FOR

Pinion Park Estates Frontage Improvements

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Steven P. Soltys, P.E.**

ENGINEERING FIRM: **Olson Engineering**

ADDRESS: **1640 N. Nicholson Center St. #102**

CITY: **Post Falls** STATE: **ID** ZIP: **83854**

PHONE NO.: **(208) 640-1584**

E-MAIL ADDRESS: **ss@oecivil.com**

APPENDIX V
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Pinion Park Estates, LLC

FOR

Pinion Park Estates Frontage Improvements

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

I, _____, certify that construction observation and quality control for (project, plans with approval date) was performed under my responsible charge. It is my professional opinion that the project was constructed in accordance with the intent of the plans and specifications. The submittal of as-built drawings and the attached documentation within the certification packet provide evidence to support a recommendation of acceptance of the public infrastructure associated with the referenced project plans and specifications.

(Provide Engineer's seal, signature and date.)

APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Pinion Park Estates, LLC

FOR

Pinion Park Estates Frontage Improvements

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of _____)
County of _____)
SS

I, _____, hereby certify under oath that all contractors, subcontractors and vendors that have performed work and provided supplies for the construction of the subdivisions public improvements relating to _____ Subdivision, including individuals or firms providing design services or legal services, have been paid in full and that no liens or other claims have been recorded against the real property of the Subdivision for those services.

I further certify that I know of no intent to file a claim or lien against the public improvements or any private utility improvements.

Signature

Print Name

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__.

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

APPENDIX VII
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Pinion Park Estates, LLC

FOR

STREET LIGHT CHARGES

Per Section 1.10 E of the Agreement, the Developer reimburses the City for street light charges for a period of 12 months. The street light charges are determined as follows:

Street light utility provider: **Avista Utilites**

Street light type: **Cobra Head**

3 lights X 12 months X \$ **13.18** per month = **\$ 474.48**

Street light type: _____

(_____) lights X 12 months X \$ _____ per month = \$ _____

TOTAL = \$ 474.48

APPENDIX VIII
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Pinion Park Estates, LLC

FOR

IRRIGATION SYSTEMS

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size	\$ <u>N/A</u>
Capitalization Fee Based Upon Service Line Size	\$ _____
Total Irrigation Connection Fee	\$ _____

The Developer will be responsible for establishing an irrigation account with the City (\$10.00 fee), purchasing a meter, and paying all water capitalization fees associated with the project.

- **Irrigation meter to be installed with development of adjoining property.**

APPENDIX IX
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Pinion Park Estates, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

 X The Developer agrees to plant street trees **upon site development** approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Trees option.

 The Developer agrees to cash out the obligated street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of \$, and is based upon trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Woodbridge Park Concrete Contract with Five Star Concrete

ITEM AND RECOMMENDED ACTION:

With the approval of the Consent Agenda, the City Council authorizes the Mayor to sign the construction contract with Five Star Concrete, Inc. for concrete work related to the Woodbridge Park construction project.

DISCUSSION:

The park department is in the process of installing a new playground and shelter at Woodbridge Park. The concrete scope will include playground curbing and ADA ramp, shelter and storage slabs, and new site flatwork. Following the adopted Purchasing Policy, the informal bid process was followed, soliciting bids from three qualified contractors. The city received two bids and the low-responsive bidder was Five Star Concrete, Inc. with a bid total of \$61,159.00.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$61,159.00

BUDGET CODE:

001-443.0000.94180

ATTACHMENTS:

1. Woodbridge Concrete Contract

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Parks and Recreation Department
408 N. Spokane Street
Post Falls, ID 83854

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

City Project Manager: Robbie Quinn, Parks Planner. Phone: (208) 457-3320
Email: rquinn@postfalls.gov

CONTRACTOR:

Five Star Concrete, Inc
4307 S Fossean Rd, Spokane WA 99224
President: Chip Mohr Phone: (509) 226-1189
Email: chip@5starconcrete.com

THIS CONTRACT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and Five Star Concrete, Inc, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, having offices for the transaction of business at 4307 S Fossean Rd, Spokane WA 99224 hereinafter referred to as the "**Contractor**" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, the city desires to obtain construction service for concrete installation for the park improvements at Woodbridge Park, within the City; and

WHEREAS, the Contractor has been awarded the contract for Woodbridge Concrete Work according to plans and specifications on file in the office of the Parks and Recreation Department of the City, which plans and specifications are incorporated herein by reference.

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 Contractor and the Contractor hereby agrees to perform the services hereinafter set forth, which are generally described within **Exhibit "B"**, which is incorporated herein by this reference.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. PROJECT LOCATION: This project is to be located at the City of Post Falls Woodbridge Park (750 N Silkwood, Post Falls, ID 83854).

2.2. SCOPE/STATEMENT OF WORK: The Contractor shall complete improvements as set forth in the plans and specifications described above, in said City, furnishing all labor and materials, therefore according to the plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the plans and specifications and approved by the City and all labor performed shall be of first-class workmanship and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or their representative.

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

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

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

ARTICLE 3. COMPENSATION

3.1. COMPENSATION: The City agrees to pay Contractor the sum of **\$61,159.00** for successful completion of the work per the Contract Documents for the base bid. Contractor will submit pay applications monthly with a certified estimate of the work completed up to the date of the pay application. The City will make payment, less 5% retainage and the amount of any disputed work, within forty-five (45) days of receipt of the pay application. Upon successful completion and acceptance of the work, including receipt of releases from subcontractors, suppliers and the State Tax Commission, the City will release its retainage and pay the remainder of the contract price.

3.2. LIQUIDATED DAMAGES: The City and the Contractor recognize that time is of the essence and failure of the Contractor to complete the work on or before July 31, 2024, shall result in damages sustained by the City. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the Contractor shall fail to complete the work within the above time limits, the Contractor shall pay to the City or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

ARTICLE 4. BONDING AND INSURANCE

4.1. PERFORMANCE BOND: For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the Contractor shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of eighty-five percent 85% of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho

4.2. INSURANCE: The Contractor will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Contractor'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 Contractor. 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 Contractor's general liability policy with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Contractor. The certificate holder shall be City of Post Falls C/O City of Post Falls Parks and Recreation Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Contractor.

4.3. GENERAL LIABILITY INSURANCE: The Contractor shall indemnify, defend and hold the City harmless from all claims arising from the Contractor's actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the City as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

4.4. WORKERS COMPENSATION: The Contractor 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 Contractor fail to maintain such insurance during the entire term hereof, the Contractor will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Contractor shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

4.5. FAILURE TO COMPLY: Failure of the Contractor 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 Contractor'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 Contractor due for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

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

5.2. TERMINATION BY CITY: This Agreement may be terminated by the City with or without cause immediately upon written notice to the Contractor. In the event of termination of a Contract through no fault of the Contractor, the City agrees to pay the Contractor for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Contractor 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 Contractor, must reimburse the City for all reasonable costs associated with the replacement of the Contractor 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 Contractor 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. CONTRACTOR TO INDEMNIFY CITY: The Contractor 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 Contractor performed under this Agreement by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents, or employees. The Contractor'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) Contractor, its agents or employees shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor'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. Contractor's defense obligation under the indemnity paragraph shall include only the

reimbursement of reasonable defense costs to the extent of Contractor's actual, proportional indemnity obligation as determined by a court of law.

6.2. PROFESSIONAL LIABILITY: The Contractor agrees that in consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which they are engaged is of a transitory character and that in the pursuit thereof, their property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

- (1) To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
- (2) That if the said taxes, excises, and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon their property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
- (3) That in the event of their default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract 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. The Contractor's professional liability to the City (including Contractor's officers, directors, employees, and agents) is limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. In no case will the Contractor'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 Contractor's services under this Agreement and any continuation or extension of such services.

ARTICLE 8. GENERAL CONDITIONS

8.1. IDAHO RESIDENTS: The Contractor agrees that it must employ ninety five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the Contractor, in which case the Contractor may employ ten percent (10%) nonresidents; provided, however, in all cases the Contractor, must give preference to the employment of bona fide residents in the performance of said work.

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

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

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

Agreement.

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

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

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

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

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

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 personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

8.16 NONDISCRIMINATION: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 Contractor 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 Contractor 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 Contractor further agrees to comply with all the Nondiscrimination Requirements contained in **Exhibit "A"**, which by this reference is incorporated herein.

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

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

(2) **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.

(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).

ARTICLE 9. CONTRACT DOCUMENTS

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

1. Change Orders; and
2. This Agreement; and
3. Exhibit “A” Nondiscrimination Requirements; and
4. Exhibit “B” Request for Bids; and
5. Exhibit “C” Contractor Bid; and
6. Exhibit “D” Plans and Specifications

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: April ____, 2024

CONTRACTOR

Chip Mohr, President
Five Star Concrete, Inc

Date: April 3, 2024

State of Washington)

: ss

County of Spokane)

On this 3rd day of April, 2024 before me, a notary for the State of Washington, personally appeared Chip Mohr who, being by me first duly sworn, declared that they are the President of Five Star Concrete, Inc that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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

Notary Public for the State of Washington
Residing at: Spokane WA
My Commission Expires: 3-19-2027



Exhibit A 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/contractor, 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 PARKS & RECREATION
REQUEST FOR BIDS
WOODBIDGE PARK CONCRETE**

Purpose:

The City of Post Falls will be accepting bids to include the **supply and installation** of complete concrete work related to the park improvement at Woodbridge Park.

Timelines:

Bid Submission Deadline: BIDS must be submitted to the City of Post Falls by 10:00 am local time on Friday, March 29, 2024. Bids should be emailed to Michael Zimmerman, Parks Construction Supervisor, at mzimmerman@postfalls.gov.

Start of Construction: The earliest start of construction date for the project is April 2024.

Project Completion: The project must be completed by May 2024.

This request creates no obligation on the part of the City of Post Falls to award the contract. The City of Post Falls reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this request, and to negotiate in any manner necessary to best serve the City's interest.

Project Background:

The City of Post Falls Parks Department is replacing an existing playground and adding a covered pavilion to Woodbridge Park. These park improvements will require various types of concrete work to complete; included, including playground curbing, ADA access ramp, storage building and pavilion slab, and all adjoining sidewalks. Woodbridge Park is located at 750 Silkwood Dr, Post Falls, ID 83854.

A. Plans and Specifications:

- The plans and plan specs are included in the email requesting bids.
- The contractor will coordinate with the Parks Construction Supervisor.

B. Warranty and Closout:

- The concrete work shall be warranted for one year from the date of substantial completion.

C. Bid Submittals: Each bid shall, at a minimum, include:

- Itemized bid on contractor's letterhead and bid from.
 - Restroom expansion slab (excluding footings)
 - Pavilion Slab (excluding footings)
 - Playground curbing and ADA ramp
 - All remaining site flatwork
- Payment and performance bond of at least 85% each. Bonds are **not** required for bidding but must be in place before contract issuance.

D. Selection Process: The City of Post Falls will award the bid to the low-responsive bidder, or reject all bids according to Idaho code.

E. Project Schedule:

- Solicitation of Bids: March 25, 2024
- Bids due: March 29, 2024
- Council Approval: April 16, 2024
- Start of Construction: End of April

F. Attachments: The following attachments are for reference and to aid in additional project understanding.

- Attachment A – Site Plans
- Attachment B - Sample Contract Documents

Questions during the bid process should be directed to Michael Zimmerman,
mzimmerman@postfalls.gov

03.25.24

Date



Robbie Quinn, Parks Planner

Five Star Concrete Inc.
4307 S Fossean Rd
Spokane WA 99224
FIVESSC943OQ



Estimate

Date	Estimate #
3/29/2024	6945

Name / Address
City of Post Falls 408 Spokane St. Post Falls, ID 83854

Description	Units	Qty	Cost	Total
City of Post Falls Parks & Recreation - Woodbridge Park Concrete				
Mobilization / Bond / General Conditions	LS	1	5,000.00	5,000.00
4" Restroom expansion slab (excluding footings & slab reinforcing)	SF	200	9.00	1,800.00
4" Pavilion Slab (excluding footings & slab reinforcing)	SF	825	9.00	7,425.00
Playground curbing	LF	262	55.00	14,410.00
ADA ramp including Detectable Warning	SF	80	20.00	1,600.00
4" Sidewalk (All remaining site flatwork - see attached plan)	SF	3,436	9.00	30,924.00
All subgrade and gravel preparation by others. General Contractor to provide adequate engineering, survey, staking and layout. Testing and traffic control by others. Excludes joint sealant. Excludes cold weather placement & / or cold weather protection.				
Thank you for the opportunity!			Subtotal	\$61,159.00
			Sales Tax ()	\$0.00
			Total	\$61,159.00

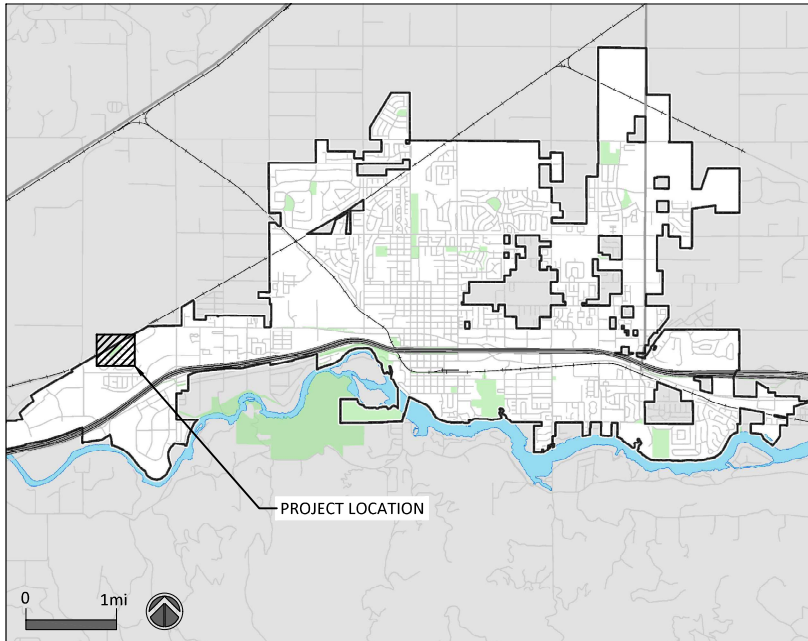
Signature _____

Phone #	Fax #	E-mail	E-mail
509-226-1189	509-226-1159	chip@5starconcrete.com	estimating@5starconcrete.com

WOODBIDGE PLAYGROUND & SHELTER

750 N SILKWOOD DR.

CITY LIMITS:



SITE LOCATION:



PROJECT LOCATION:



WOODBIDGE PLAYGROUND & SHELTER

PLAN SET:

PLAN DESCRIPTION	DATE
BID SET	12.07.23

PROJECT OVERVIEW:

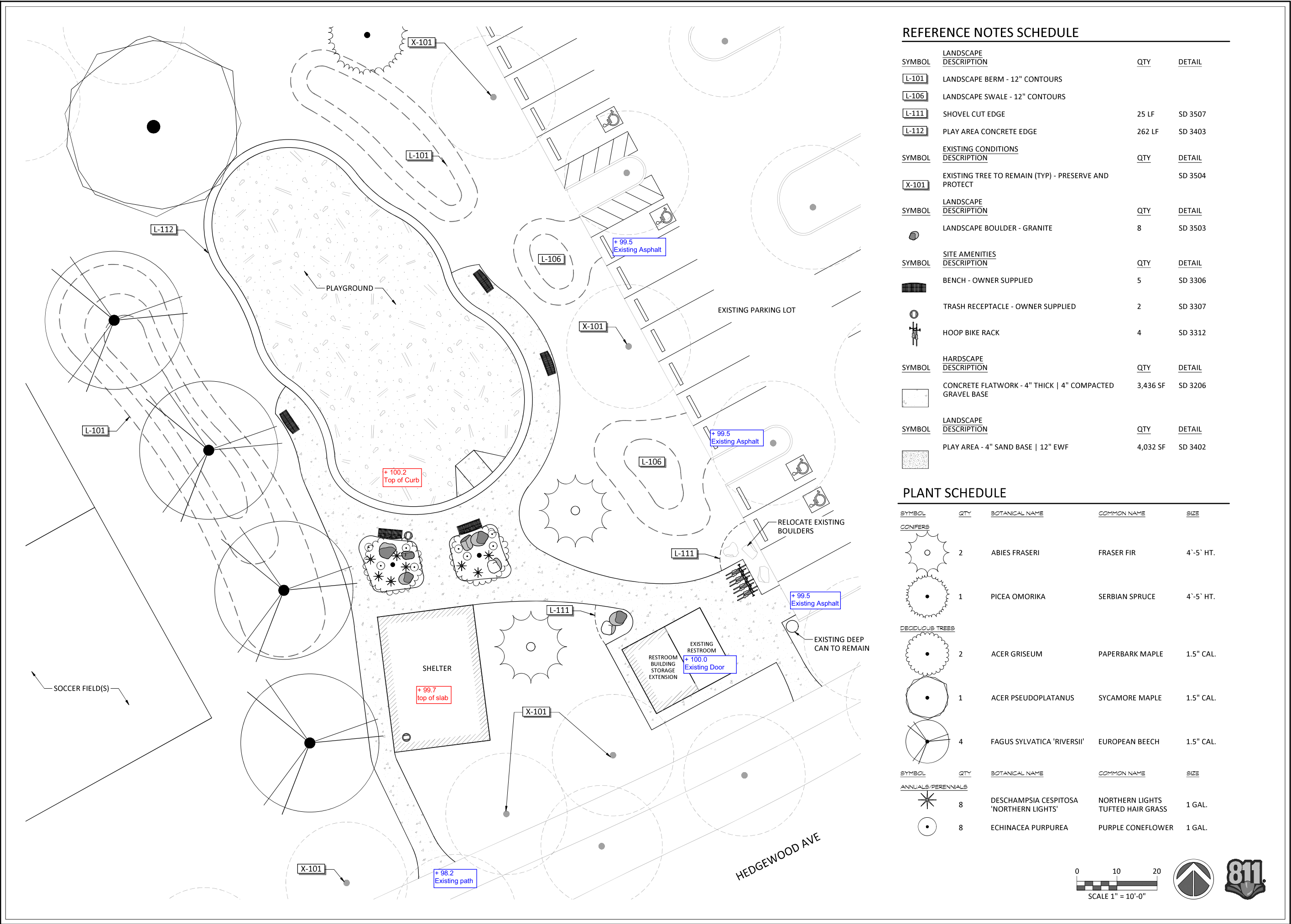
NEW PLAYGROUND, SHELTER INSTALLATION, AND RESTROOM ADDITION.
LANDSCAPE IMPROVEMENTS WILL SIDEWALKS, PLANTINGS, BOULDERS
AND ASSOCIATED IRRIGATION REVISIONS.

SHEET INDEX:

SHEET NO.	SHEET TITLE
C1.0	COVER SHEET
L1.0	SITE PLAN
L2.0	IRRIGATION PLAN
LD1.0	LANDSCAPE DETAILS
LD2.0	LANDSCAPE DETAILS
LI1.0	IRRIGATION DETAILS
A1.0	RESTROOM ADDITION



C1.0

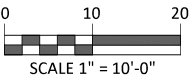


REFERENCE NOTES SCHEDULE

SYMBOL	LANDSCAPE DESCRIPTION	QTY	DETAIL
L-101	LANDSCAPE BERM - 12" CONTOURS		
L-106	LANDSCAPE SWALE - 12" CONTOURS		
L-111	SHOVEL CUT EDGE	25 LF	SD 3507
L-112	PLAY AREA CONCRETE EDGE	262 LF	SD 3403
SYMBOL	EXISTING CONDITIONS DESCRIPTION	QTY	DETAIL
X-101	EXISTING TREE TO REMAIN (TYP) - PRESERVE AND PROTECT		SD 3504
SYMBOL	LANDSCAPE DESCRIPTION	QTY	DETAIL
	LANDSCAPE BOULDER - GRANITE	8	SD 3503
SYMBOL	SITE AMENITIES DESCRIPTION	QTY	DETAIL
	BENCH - OWNER SUPPLIED	5	SD 3306
	TRASH RECEPTACLE - OWNER SUPPLIED	2	SD 3307
	HOOP BIKE RACK	4	SD 3312
SYMBOL	HARDSCAPE DESCRIPTION	QTY	DETAIL
	CONCRETE FLATWORK - 4" THICK 4" COMPACTED GRAVEL BASE	3,436 SF	SD 3206
SYMBOL	LANDSCAPE DESCRIPTION	QTY	DETAIL
	PLAY AREA - 4" SAND BASE 12" EWF	4,032 SF	SD 3402

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE
CONIFERS				
	2	ABIES FRASERI	FRASER FIR	4'-5' HT.
	1	PICEA OMORIKA	SERBIAN SPRUCE	4'-5' HT.
DECIDUOUS TREES				
	2	ACER GRISEUM	PAPERBARK MAPLE	1.5" CAL.
	1	ACER PSEUDOPLATANUS	SYCAMORE MAPLE	1.5" CAL.
	4	FAGUS SYLVATICA 'RIVERSII'	EUROPEAN BEECH	1.5" CAL.
SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE
ANNUALS/PERENNIALS				
	8	DESCHAMPSIA CESPITOSA 'NORTHERN LIGHTS'	NORTHERN LIGHTS TUFTED HAIR GRASS	1 GAL.
	8	ECHINACEA PURPUREA	PURPLE CONEFLOWER	1 GAL.



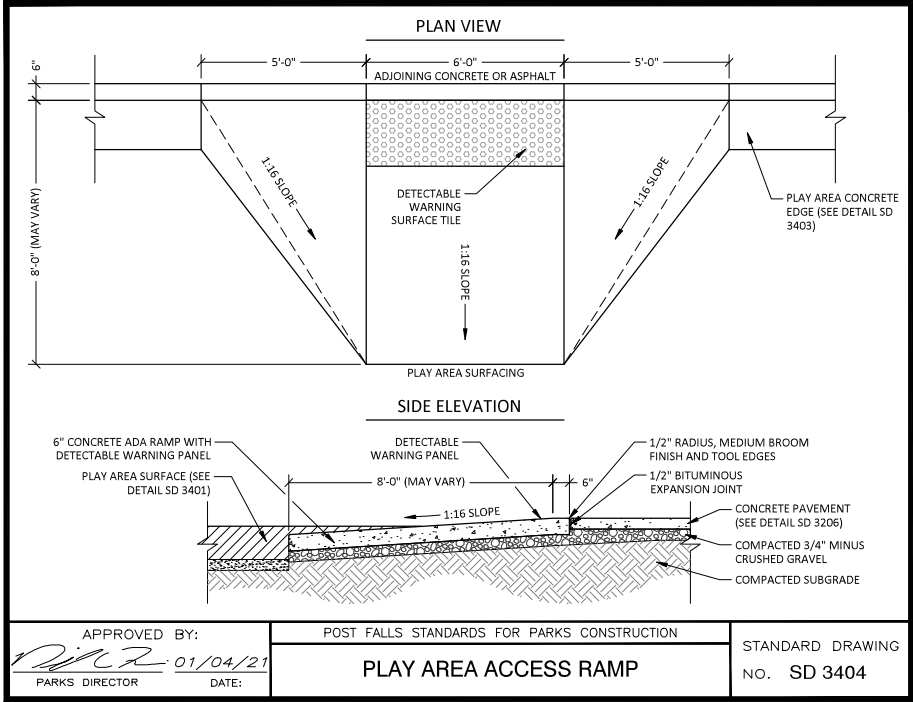
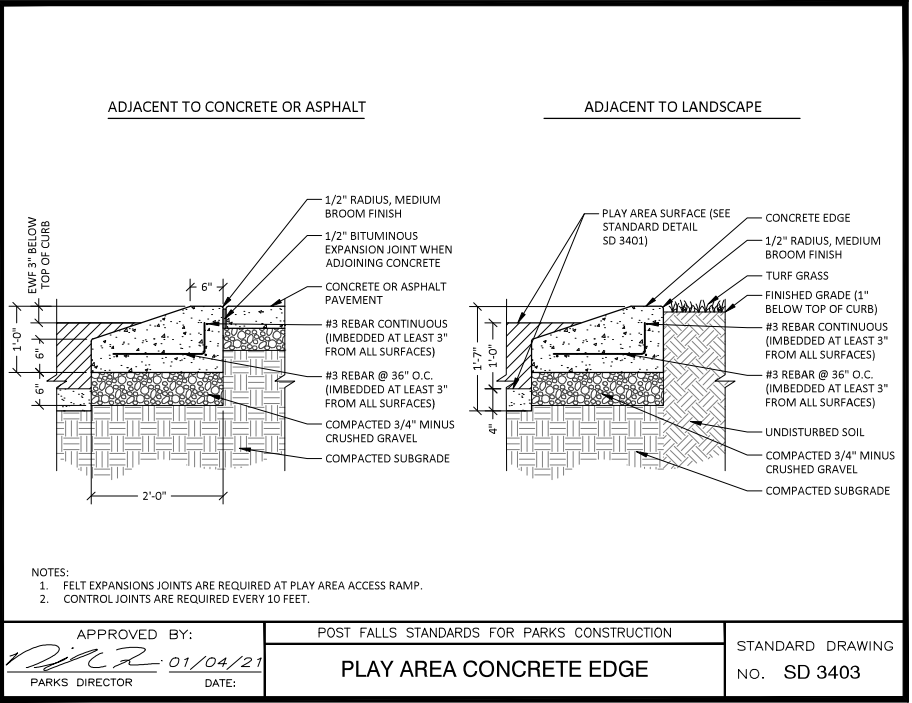
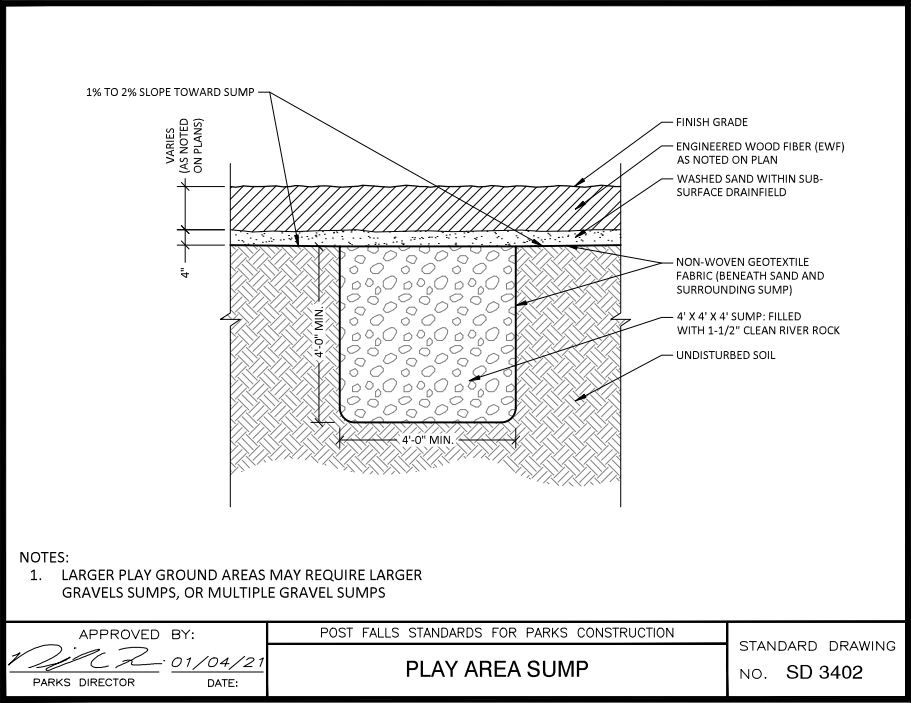
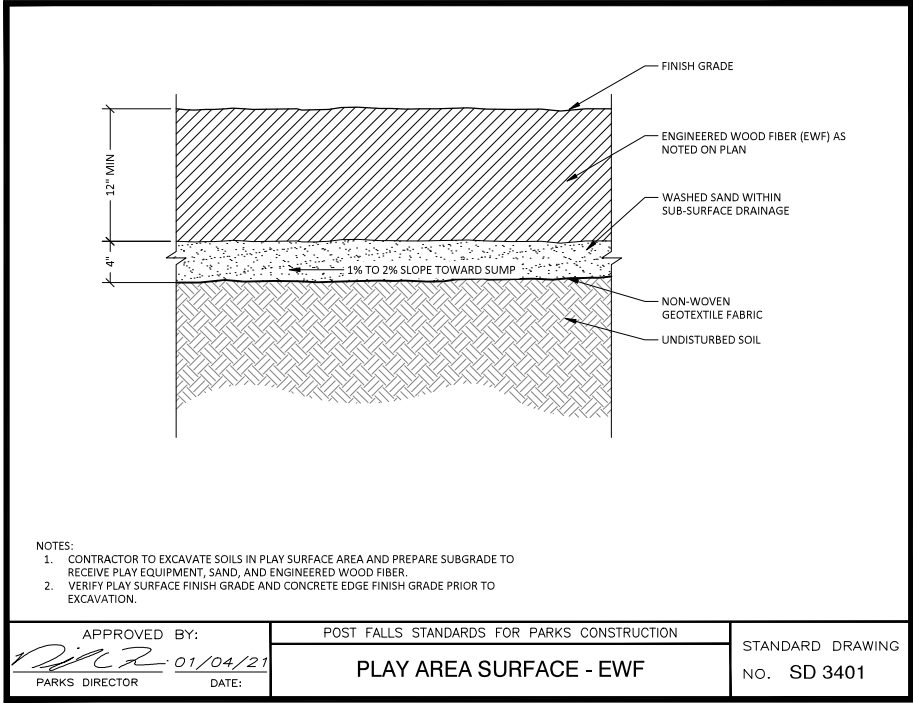
WOODBIDGE PLAYGROUND & SHELTER
750 N SILKWOOD DR.
SITE PLAN

DATE:	12.04.23
REVISIONS	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

SHEET NAME:	SITE PLAN
DRAWN BY:	RQ
CHECKED BY:	RQ
SHEET:	

L1.0

SCALE: 1" = 10'-0"



DATE:	12.04.23
REVISIONS	
1.	
2.	
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4.	
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7.	
8.	

SHEET NAME: PLAYGROUND DETAILS	
DRAWN BY:	RQ
CHECKED BY:	RQ
SHEET:	
LD1.0	
SCALE: 1" = 10' - 0"	



**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 4/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Seale, Community Development Director

SUBJECT: Idaho Community Development Block Grant Application for Warren Field Park Road Frontage Improvements, Fair Housing Resolution, and Citizen Participation Plan

ITEM AND RECOMMENDED ACTION:

Staff requests Council approval of the application for the Idaho Community Development Block Grant (ICDBG) for Warren Field Park Road Frontage Improvements. Staff also requests approval of the Fair Housing Resolution and Citizen Participation Plan which are requirements of the ICDBG application.

DISCUSSION:

In discussions with the Idaho Department of Commerce, city staff were made aware of an opportunity to apply for a CARES Parks for Resiliency Idaho Community Development Block Grant (ICDBG) in 2024. This grant application is specifically for existing parks with eligible funding activities like ADA accessibility to and within parks.

Warren Field Park is a city park with playfields, playground equipment, picnic sites, and a basketball court that is heavily utilized by the community, especially for organized sports. City data shows that over 10,000 people visited the park in the past year. Currently, there are no paved parking spaces nor sidewalks or street improvements around the park.

This grant application for \$325,000, along with an \$80,000 cash contribution from the city, would allow the city to make the necessary road frontage improvements to 2nd Avenue and Idaho Street along Warren Field Park. The improvements will include curbing, gutter, stormwater management, sidewalks, asphalt parking, and street and pedestrian lighting. ADA standards will be significantly improved through ADA pedestrian road crossing ramps, striped parking stalls including ADA parking, and ADA-accessible routes to enter the park.

The ICDBG application is due to the Idaho Department of Commerce by May 15th, 2024. A pre-application public hearing, Fair Housing Resolution, and Citizen Participation Plan are all required components of the application. A Fair Housing Resolution was previously adopted by the City of Post Falls in June 2011 (Resolution 11-09). The Citizen Participation Plan was also previously adopted by the Council in June 2011.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

There is no required funding match for this grant. As the estimated costs of the project exceed the \$325,000 grant funds, the city will contribute \$80,000 to the project from the Fees In Lieu of Parking

fund. The \$80,000 may be eligible for reimbursement in the future from the URA as the project contributes to parking in the Downtown URD and implements a portion of the City Center Parking Plan.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2024 CDBG Application
2. Fair Housing Resolution
3. ICDBG Citizen Participation Plan 4.16.24

An Application For A CARES Parks for Resiliency
Idaho Community Development Block Grant

By the



Warren Field Park Road Frontage Improvements



April 16, 2024

Ronald G. Jacobson, Mayor

April 16, 2024

Director Tom Kealey
Idaho Department of Commerce
P.O. Box 83720
Boise, ID 83720-0093

Dear Director Kealey:

The City of Post Falls respectfully submits this application for ICDBG CARES funding. The City will utilize the funding to construct road frontage improvements on 2nd Avenue and Idaho Street along Warren Field Park. Warren Field is a heavily utilized city park with sports fields, a playground, picnic sites, and a basketball court located in the center of Post Falls.

The improvements to the park facilities will assist our community in providing safe, orderly, and ADA accessible parking improvements as well as ADA-accessible routes to enter the park. The improved and expanded access to Warren Field Park will assist our community in building long-term resiliency against future coronavirus outbreaks and position the City of Post Falls to better mitigate a possible future outbreak. Based on the park assessment we have determined that the improvements we want to make will increase outdoor recreation opportunities for the area's residents.

We appreciate your concern and attention to our ICDBG CARES request in the amount of \$325,000. Please feel free to contact me should you have any questions.

Sincerely,

Ronald G. Jacobson
Mayor of Post Falls

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I. ICDBG CARES Information Page

Applicant (City/County): Post Falls Chief Elected Official: Ronald Jacobson
Address: 408 N. Spokane St. Post Falls, ID 83854 Phone: (208) 773-3511
Email Address: riacobson@postfalls.gov
Unique Entity Identification (UEI) # NVB1N77U99J5

Sub recipient (if applicable): _____ President: _____
Address: _____ Phone: _____

Application Prepared by: City of Post Falls Phone: (208) 773-3511
Address: 408 N. Spokane St. Post Falls, ID 83854

Architect/Engineer/CM (Contact Name): Riannon Zender Phone: (208) 762-8787
Address: 7825 N Meadowlark Way, Coeur d'Alene, ID 83815

PROJECT POPULATION TO BENEFIT (PERSONS): (Census/Survey)

TOTAL # TO BENEFIT: 1,630 TOTAL # LMI TO BENEFIT: 945
% LMI TO BENEFIT: 57.99%

PROJECT DESCRIPTION: This project will construct road frontage improvements on 2nd Avenue and Idaho Street along the existing Warren Field Park. The road frontage improvements will include curbing, gutter, sidewalks, stormwater management, lighting for sidewalks, street, and pedestrians, asphalt striped ADA parking, as well as ADA pedestrian road crossing ramps and routes to enter the park.

SOURCE	AMOUNT	FUNDS COMMITTED/ CONTRACT AWARD DATE	DOCUMENTATION IN APPENDIX **
ICDBG CARES	\$325,000		
Local Cash	\$80,000	April 16, 2024	Appendix E
Local Loan*			
Local In-Kind**	\$17,000	April 16, 2024	Appendix E
State Grant			
Foundation Grant			
Private Investment			
Other (identify)			
TOTAL PROJECT FINANCING	\$422,000		

II. Economic Advisory Council Page

Warren Field Park was purchased in 1999 as a permanent city park and is conveniently located in the center of the City of Post Falls. The 2.19 acre park consists of sports fields, a playground, picnic sites, and a basketball court. The fields are utilized frequently for both organized games and casual play. The City's Placer.ai data estimates over 10,000 visitors to the park per year. Sports such as soccer and football are often played there, including for the City's recreational leagues, making spring and fall peak use times for the fields.

Despite heavy use of the park, there are no formal, dedicated parking spots at Warren Field Park. Particularly when there are organized sports being played, the parking situation is haphazard at best. Cars currently park in the grassy areas on the outskirts of the fields, and with an average dwelling time of approximately one hour, parking "spots" are at a premium during games. There are no perimeter sidewalks which creates additional hurdles for visitors and spectators. ADA accessibility standards are not currently being met as there are no ADA accessible parking spots nor pathways.

The Centers for Disease Control and Prevention (CDC) states that viral particles in COVID-19 spread between people more easily indoors than outdoors. When COVID-19 hospital admission levels increase, the CDC recommends spending more time outside when possible and especially moving indoor activities outdoors. The City of Post Falls can help mitigate future coronavirus outbreaks in the community by keeping group sports games like football and soccer outdoors in parks such as Warren Field. The proposed design provides needed ADA access along with the ability to disperse park users through a wider area as opposed to narrow path entrances. This design promotes quicker access while spreading out the public, thus reducing contact points. Providing a safe and ADA accessible space allows for more use of the park.



Constructing road frontage improvements on 2nd Avenue and Idaho Street along Warren Field will greatly improve access and safety for visitors to the park. The road frontage improvements will include curbing, gutter, stormwater management, sidewalks, asphalt parking, and street and pedestrian lighting. ADA standards will be significantly improved through ADA pedestrian road crossing ramps, striped parking stalls including ADA parking, and ADA-accessible routes to enter the park. The ICDBG request of \$325,000 is being leveraged with \$17,000 in City In-Kind and \$80,000 in City cash. The \$325,000 from the ICDBG will provide much needed funds to complete the necessary improvements. Better access to the park will encourage all ages and abilities to utilize Warren Field for outdoor activities. The new parking stalls will provide orderly and defined ADA accessible parking on a site where it currently completely lacks in safety and accessibility.

III. Threshold Factors

A. Eligible Applicant

The applicant is a city ☒

The applicant is a county ☐

B. Eligible Activities

This project for road frontage improvements at Warren Field Park qualifies under the following list of Eligible Activities as identified in Chapter 2 of the Idaho Community Development Block Grant (CDBG) Application Handbook and the CARES Public Parks for Resiliency Instructions:

- CARES Public Parks for Resiliency for improving and expanding recreation opportunities that will help the community increase their long-term resiliency and ability to mitigate future coronavirus outbreaks. Improvements include ADA accessibility to and within the park with pathways, road crossing ramps, and parking areas.
- Design Professional Services for payment of reasonable services for design and construction oversight relating to executing the CDBG project.

C. National Objective

Low-and-Moderate-Income Area Benefit:

Total number of households in project benefit area 1,630

LMI Percentage Determined by:

 X Census Data – (supporting documentation in Appendix A).

 Income Survey – provide Survey Report in Appendix.

 Census and Survey – provide supporting documentation/report in Appendix.

D. Citizen Participation Plan and Hearing

Citizen Participation Plan adopted? ☒ Yes ☐ No

Did you hold a public hearing prior to application? ☒ Yes ☐ No

Date of Notice: March 29, 2024 Date of Hearing: April 16, 2024

The Citizen Participation Plan, public hearing documents, meeting minutes, and published public hearing notice can be found in [Appendix B](#)

E. Administrative Capacity

1. Applicant Capacity:

- a. Shannon Howard, City Clerk, has 12 years of experience as a City Clerk. She is a Certified Municipal Clerk in the State of Idaho. Shannon is also a certified ADA Coordinator and a certified Public Risk Manager. John Beacham, Public Works Director, has 16 years of experience in the public works sector. He has an engineering degree and is a certified Wastewater Operator.
- b. The City of Post Falls' most recent audited financial statements were for Fiscal Year 2022. There were no material weaknesses nor findings reported. There was one deficiency in an internal control regarding a misstatement related to the investment account balances of the City. The City responded by implementing the auditor's recommendation and strengthened its financial statement preparation process. The oversight was remedied by the City prior to publishing the final financial statement.
- c. The most recent ICDBG grant the City of Post Falls managed was the Post Falls Senior Center Renovation and Expansion Grant in 2015.
- d. There are no sub-recipients for this project.

2. Grant Administration:

The City of Post Falls intends to administer the award internally. There have been no previous findings of non-compliance under the Idaho CDBG program with the City of Post Falls. The City has staff to manage the project. Each of the key city staff members identified below will be involved with this project, have worked with grants, and have implemented similar projects to this one.

- Shelly Enderud, City Administrator, has 16 years' experience as a Finance Director and 10 years' experience as a City Administrator. In those roles, she has worked with federal funds and grants as well as administered several grants.
- Robert Seale, Community Development Director, has worked in that role for 9 years. He has worked with many grants and several CDBG projects.

- Jason Faulkner, Finance Director, has worked in Municipal Finance for 23 years. During that time, he has worked with grant administration and been through multiple Single Audit processes.
- Dave Fair, Parks and Recreation Director, has worked in Parks and Recreation for 42 years with 32 of those at a director level. He has worked with dozens of federal and state grants during that time.
- Robert Quinn, Parks Planner, has worked as a Park Planner and Landscape Architect for 5 years and has been involved in landscape design and construction for over 10 years. During that time, he has helped acquire grant funding through the Land and Water Conservation Fund and been involved in over 50 park design and development projects.
- Rhiannon O'Neill, Deputy City Clerk, has worked in municipal government for 16 years. She assists with grant writing, administration, and grant projects. Rhiannon has also attended extended training programs in grant management, writing, administration, and procurement.

F. Fair Housing

The City of Post Falls adopted a Fair Housing Resolution at the City Council meeting on April 16, 2024. It was published on our website on [REDACTED]. The City also implemented a Fair Housing Proclamation. The proclamation was signed on April 16, 2024. The adopted resolution and proclamation can be found in Appendix C.

G. Duplication of Benefits

The Warren Field Park Road Frontage Improvements project will have two main sources of funding. Most of the funds for the project will be the \$325,000 from the ICDBG CARES assistance. The City of Post Falls' will contribute \$17,000 in In-Kind contributions for Landscape Design and Grant Administration. The In-Kind contribution will consist of City Staff time and will be tracked through our timecard system. The City will also be contributing \$80,000 in cash from our Fees-in-Lieu of Parking budget line to meet this unmet need. This budget line is separate from the City's general fund and does not include any CARES funds nor any other emergency assistance funds. CARES funds previously received by the City were tracked by the City's Finance Department in the general fund. There are no additional sources of funding for this public park project that have been applied for, received, or requested. There will be no duplication of benefits for this project. An additional breakdown of funding can be found in the Budget Form.

IV. Program Income

This project will not generate any program income as a result of the ICDBG-supported activities.

V. Project Description and Property

A. Project Description

1. Existing Situation

ADA accessibility standards are not being met at Warren Field Park as there are no pedestrian road crossing ramps, ADA parking stalls, nor ADA accessible routes to enter the park. With over 10,000 visitors to the park in the past year, the lack of formal, dedicated parking spots creates a significant hazard to all who utilize the park. Particularly when organized sports games such as football and soccer are being played, the disorderly parking situation is a real problem for players and spectators alike.

2. Necessary Project

Warren Field Park Road Frontage Improvements are necessary to allow for all ages and abilities to utilize the park facilities, and especially to make the park ADA accessible. The improvements to parking and pedestrian paths will make the park safer and allow better access to all visitors.

3. Scope of Work

Road Frontage Improvements to 2nd Avenue and Idaho Street along Warren Field will include curbing and gutter, stormwater management, sidewalks, street and pedestrian lighting, and asphalt parking. ADA standards will be significantly improved through ADA pedestrian road crossing ramps, striped parking stalls, including ADA parking, and ADA-accessible routes to enter the park.

4. Expected Outcomes

The improvements will provide needed ADA access along with the ability to disperse park users through a wider area as opposed to narrow path entrances. This design promotes quicker access while spreading out the public, thus reducing contact points. Providing a safe and ADA accessible space, including parking, allows for more use of the park and can help mitigate

future coronavirus outbreaks in the community by encouraging outdoor gathering and recreation.

5. Site Plan

Photos, site maps, and cost estimate are in [Appendix F](#) and [Appendix G](#).

B. Property & Permits

A copy of the deed for Warren Field Park can be found in [Appendix D](#)

1. Does the applicant have current ownership or title to property applicable to the project?
☒ Yes ☐ No
2. Will any property be needed for this project? ☐ Yes ☒ No
3. Will any easements/or rights-of-way be needed for this project? ☐ Yes ☒ No
4. Will any lease be needed for this project? ☐ Yes ☒ No
5. Is anyone living on the land or in the structures at the proposed site?
☐ Yes ☒ No
6. Is any business being conducted on the land or in the structures at the proposed site?
☐ Yes ☒ No
7. Are there any business, individuals, or farms being displaced as a result of this project?
☐ Yes ☒ No
8. Are there permits that will be needed for the project, i.e.,
 - demolition permits ☐ Yes ☒ No
 - building permits (electrical) ☒ Yes ☐ No
 - other (Right of Way Permit) ☒ Yes ☐ No

Status of the permits (has application for the permit been submitted, if so, what is projected date of issue?): The projected date of issue for the building permit is August of 2024 (after designs have been submitted to the Building Department).
The projected date of issue for the Right of Way Permit is April of 2025 (after the Construction Contract has been executed).

VI. Budget Narrative

The following describes the funding sources by category, in order as stated on the following budget form and the commitment status of each source. Match documentation is located in [Appendix E](#).

ICDGB CARES - \$325,000 – Pending

ICDBG CARES funds will be primarily used for the construction contract. The contract will include construction of road frontage improvements. These improvements will generally include, curb and gutter, sidewalks, pedestrian ramps, asphalt parking area, striping, road and pedestrian lighting, and landscape and irrigation.

City of Post Falls Cash - \$80,000 – Committed

City funds will be used for the design contract. The design will include site survey and a civil engineering plan set to construct the road frontage improvements.

City of Post Falls In-Kind - \$17,000 – Committed

In-Kind contributions from the City consist of Landscape Design (\$2,000) and Grant Administration (\$15,000).

VII. Budget Form

Applicant or Grantee: City of Post Falls

Project Name: Warren Field Park Road Frontage Improvements

Line Items	ICDBG CARES	City Cash	City In-Kind	Total
Planning & Grant Writing				\$0
Grant Administration			\$15,000.00	\$15,000.00
Design Professional	\$20,000.00	\$80,000.00	\$2,000.00	\$102,000.00
Soft Cost				\$0
Construction	\$305,000.00			\$305,000.00
Equipment				\$0
Acquisition				\$0
Legal				\$0
Other				\$0
Total Costs	\$325,000.00	\$80,000.00	\$17,000.00	\$422,000.00

VIII. Detailed Cost Analysis

1. Will project include bid alternatives to meet project budget if necessary?
☐ Yes ☒ No
2. Are Davis Bacon wage rates applicable to the project?
If yes, are they included in the project costs?
☒ Yes ☐ No
☒ Yes ☐ No
3. Design Professional Cost Estimate may be found in [Appendix F](#).

IX. Project Schedule

Project Activity	Expected Completion Date
Design Professional Contract Executed	June 2024
Grant Administration Contract Executed	N/A
Environmental Release	February 2025
Bid Document Approval	December 2024
Bid Opening	February 2025
Construction Contract Executed	March 2025
Start Construction	May 2025
Second Public Hearing	July 2025
Certificate of Substantial Completion	August 2025
Furthering Fair Housing Actions	August 2025
Construction 100% Complete	September 2025
Final Closeout	October 2025

X. Furthering Fair Housing

Furthering Fair Housing

As part of the ICDBG program, cities and counties are required to further fair housing within your community. In 2022, Commerce and Idaho Housing and Finance Association conducted an assessment to fair housing. The assessment examined policies and practices among Idaho's cities, counties, and housing industry to determine fair housing issues and contributing factors.

For some of these contributing factors there are steps cities and counties can take to achieve the goal of reducing or mitigating the factors, thereby furthering fair housing.

Contributing Factor #1

There is the lack of cities and counties providing for the allowance of group homes in designated residential zones or their narrow definitions of the types of group homes allowed (nursing and rest homes) Why is this a contributing factor? *The regulation may treat residents who are disabled, differently. Therefore;*

Has the City reviewed its zoning codes specific to group homes to ensure that they are in compliance with the Fair Housing Act? (group homes are allowed in residential zones and that the City /County definition of a group home is not too restrictive)

☒ Yes ☐ No

Contributing Factor #2

Idaho's fair housing law does not provide protection based on familial status. Familial status is the presence of one or more children under the age of 18, pregnant woman, or someone in the process of acquiring legal custody of a child. Why is this a contributing factor? Residents who are unfamiliar with fair housing law may believe that they are not protected from housing discrimination based on familial status because Idaho's law does not cover familial status.

Does the City/County have an ordinance, resolution, or proclamation that prohibits discrimination against individuals based on their familial status? **Note:** this is not the same as the Fair Housing Resolution.

☒ Yes ☐ No

Contributing Factor #3

Lack of public transportation in rural areas. Also, insufficient transportation services to support independent and integrated community living for seniors and persons with disabilities.

In accordance with Idaho's Local Land Use Planning Act, has the City or County completed their Comprehensive Plan? ☒ Yes ☐ No

If Yes, when was the Plan last updated? July 7, 2020

Under the transportation component of the Plan has the City / County evaluated:

- Existing (or feasibility of) public transportation options such as – bus or van? ☒ Yes ☐ No
- Bicycle paths? ☒ Yes ☐ No

Contributing Factor #4

Low wages in economically disadvantaged rural areas due to limited economic growth and growth in low wage industries (service jobs)

Does the City or County belong to an economic development organization whose objective is to advance job growth or training opportunities in the area? If yes, identify the organization(s)

Yes, the Coeur d'Alene Area Economic Development Corporation (previously known as Jobs Plus).

Contributing Factor #5

Housing in rural areas developed without visitable/accessible features due to limited development in some rural areas and when housing was developed.

What is the most current edition of the International Building Code the City / County has adopted?

2018

What is the most current edition of the International Residential Code the City / County has adopted?

2018

In addition to the International Residential Code, has the City/County adopted a building standard or ordinance that requires or encourages Visitability in single family housing? (Basic Requirement: one zero-step entrance, doors with 32 inches of clear passage space, one bathroom on the main floor you can get into using a wheelchair, and reinforcement of bathroom walls for potential grab bar installation).

☐ Yes ☒ No

Contributing Factor #6

Some local governments' land-use regulations do not embrace practices that allow for diverse housing stock. Diverse housing stock can increase affordability of housing—therefore, does the City/County:

- Allow for ADUs in all or some residential zones? ☒ Yes ☐ No
- Allow duplexes in single family zones? ☐ Yes ☒ No
- Allow triplexes in single family zones? ☐ Yes ☒ No
- Allow lower parking standards for affordable or group housing developments? ☐ Yes ☒ No

XI. Project Site – Field Notes Review for Environmental Review

The purpose of this review is to identify potential environmental related issues that could delay, hamper or derail the proposed project. The information will assist in understanding what studies, documentation, and mitigation measures could be applicable in order to commence project construction.

1. Limitations on Activities

Is the Grantee planning or in the process of acquiring property for this proposed project?

☐ Yes ☒ No

If yes, is the Applicant aware that land acquired or site work after submission of the ICDBG application is subject to 24 CFR 58.22 Limitation on Activities Requiring Clearance? Meaning once an application for ICDBG funds is submitted, neither Applicant or sub recipient, may commit Non-HUD funds to a project for land acquisition or site work (except for minor testing) before the environmental review is complete, unless the land acquisition or contract is conditioned on completion of the ICDBG environmental review.

2. Historic Preservation

Has the SHPO or THPO been notified of the project via the SHPO form? ☒ Yes ☐ No

Use <https://history.idaho.gov/wp-content/uploads/DOSE-form.pdf>

Have tribes with possible cultural and religious sites been notified of the project? ☒ Yes ☐ No

3. Floodplain

Is the project located within a floodway or floodplain designated on a current FEMA map?

Use www.msc.fema.gov ☐ Yes ☒ No ☐ Not Sure

If yes, what is the floodplain map number? _____

If the project is located in a floodway or floodplain, is the community where the project is taking place a participant in the National Flood Insurance Program?

Use <https://idwr.idaho.gov/flood-control-districts/> ☐ Yes ☐ No

4. **Wetlands**

Are there estuarine, ponds, lakes, marshes, drainage ways, streams, rivers, or other wetlands on or near the site? ☐ Yes ☒ No

5. **Asbestos and/or Lead Based Paint**

For building renovations, remodeling or demolition, has an asbestos analysis been planned for or conducted?

☐ Yes ☐ No ☒ N/A

For housing rehabilitation, has a lead-based paint assessment been planned for or conducted?

☐ Yes ☐ No ☒ N/A

6. **Noise Sensitive Use - N/A**

7. **Explosive and Flammable Operations**

Is the physical structure (not necessarily infrastructure) intended for residential, clinical, recreational, commercial or industrial use? ☒ Yes ☐ No ☐ Unknown at this time

If yes, are there any above ground explosives, flammable fuels or chemical containers within .25 mile of the physical structure? ☐ Yes ☒ No

If yes, have you been able to identify what the container is holding and the container's size?

☐ Yes ☐ No

8. **Site or Soil Contamination**

Are there any known hazardous materials, contamination, chemicals, gases, and radioactive substance on or near the site? ☐ Yes ☒ No ☐ Unknown at this time

If yes, explain _____

During the visual inspection of the site, are there signs of distressed vegetation, vents or fill pipes, storage/oil tanks, stained soil, dumped material, questionable containers, foul or noxious odors, etc.

☐ Yes ☒ No

If yes, explain _____

At this time, are the site's previous uses known to have been gasoline stations, train depots, dry cleaners, agricultural operations, repair shops, landfill, etc.? ☐ Yes ☒ No

Are other funding agencies requiring the Grantee to perform an American Society for Testing Materials (ASTM) environmental assessment? ASTM assessment involves analysis of site uses and ownership, inspection of site, and possible testing. ☐ Yes ☒ No

9. **Environmental Due Diligence**

Has the applicant contacted any environmental or historical agencies in an effort to minimize the environmental review's timeline in waiting for necessary responses or information? This preliminary step will assist in allowing the applicant to respond to required mitigation measures sooner rather than later, should the proposed project receive grant funding.

Mark the agencies that have been contacted.

Note: If other funding agencies have sought comment from the agencies listed below for the same project, you may not need to contact.

- ☒ Idaho State Historic Preservation Officer
- ☒ Tribal Historic Preservation Officer or Tribal Office
- ☒ U.S. Fish and Wildlife
- ☐ NOAA Fisheries (if salmon and/or steelhead are applicable)
- ☒ Idaho Fish and Game
- ☐ USDA Natural Resource Conservation Service (if farmlands are applicable)
- ☒ Idaho Department of Environmental Quality
- ☒ Local Government – Planning Department
- ☐ Others _____

XII. Public Parks for Resiliency – Part D:

I. **Park Assessment, Conditions, and Resiliency (400 points):** Points will be awarded to each application based upon the park facility's documented needs.

A. **Park Assessment can be found in [Appendix G](#)**

B. **Park Conditions (150 points):** Identify the problems or needs of the park facilities (ADA accessibility, playground, courts, pathway and/or restrooms). Check the park components as **critical**, **urgent**, or **potential concern**. Document below why a component is considered critical (violation of ASTM standards or ADA requirements), urgent (health and safety problems), or potential concern (end of useful life).

Criticalness and Urgency of Problems

Identification of physical problems	Critical (9)	Urgent (5)	Potential Concern (3)
	(insert ✓)	(insert ✓)	(insert ✓)
<u>Playground Fixtures</u>			
Swing Set			✓
Play structure	✓		
<u>ADA Accessibility</u>			
Playground Accessibility	✓		

Park Accessibility	✓		
<u>Pathways</u>			
Internal Pathways			✓
Perimeter Sidewalk – does not exist	✓		
<u>Courts:</u>			
Basketball Court			✓
<u>Restrooms:</u>			
Do Not Exist		✓	

1. Identify why each specific component is considered critical or urgent. If applicable, reference safety codes.
 - Playground Fixtures – The current playground is over 20 years old, and current industry standards for playground useful life is 15 years. The playground does not have an accessible route and does not meet ADA standards for public playgrounds. Last year there were three occurrences where the playground manufacturer was unable to provide replacement parts due to the equipment age and this unit being discontinued from production.
 - ADA Accessibility – Currently there are no ADA accessible routes to the park. The park is surrounded by a road on three sides without ADA parking stalls, curbing, or ADA accessible sidewalks. There are no ADA ramps into the playground area.
 - Pathways – Currently there are no ADA accessible routes into or around the park. The only existing internal sidewalk is narrow and 19 years old, reaching the end of its useful life expectancy.
 - Courts – The sports court is currently over 20 years old and has reached its useful life expectancy.
 - Restrooms – There are no permanent restrooms on site. The site is serviced with a porta potty that does not meet accessibility standards.

2. **Building Resiliency and Mitigation against Coronavirus (150 points):**

- a. How will this project help the citizens within the community build resiliency against any future coronavirus outbreaks?

The Centers for Disease Control and Prevention (CDC) states that viral particles in COVID-19 spread between people more easily indoors than outdoors. When coronavirus hospital admission levels increase, the CDC recommends spending more time outside when possible and especially moving indoor activities outdoors. This project will build resiliency against outbreaks in Post Falls by encouraging group sports to be played outdoors and by providing a safe and ADA accessible space that allows for more use of the park for outdoor activities.

b. How will the project design help reduce the spread of a coronavirus outbreak? What elements of social distancing will be part of the design. (Example: wider pathway sidewalks, restroom availability other.)

The current design provides needed ADA access along with the ability to disperse park users through a wide area as opposed to narrow path entrances. This design promotes quicker access while spreading out the public, thus reducing contact points.

c. Explain how the project will encourage outdoor fitness? (Example: outdoor gym equipment will now give parents the ability to exercise while watching their children at the playground.)

Better access to the park allows all ages and abilities to utilize the park. Dedicated, safe parking will encourage more families to drive to the park for their children to use the existing playground equipment and the fields for both organized and unorganized sports. Future improvement plans for the park will include the underutilized half basketball court to be converted into a pickleball court encouraging use of a wider age group.

- II. **Project Implementation (250 points):** Using the categories below, the applicant must describe and document the process used to plan and implement the project and describe the components of the project.

1. **Planning (40 points):** Respond to the following questions.

Explain expected form of construction. (Examples: single bid, construction management-general contractor, design build, owner build, or other.)

The project will be built by a city hired general contractor and will follow Idaho code for public works construction bidding. A city hired engineering consultant will provide construction management and administration along with city staff.

Has there been any site plans, schematics, or sketches prepared for the project?

☒ Yes ☐ No

If yes, provide drawing in the appendices.

Schematic plan is attached as [Appendix F](#)

2. **Design Professional (50 points):**

Option 1: To receive points the applicant must have completed the design professional selection process using procurement requirements as described in the most recent Grant Administration Manual.

Utilizing the City's consultant roster, which follows Idaho Code 67-2320, J-U-B Engineering will be contracted to provide the design documents and specs, project bidding services, and conduct construction management and administration.

J-U-B Engineering Proposal is attached as [Appendix H](#)

Option 2: However, sometimes in existing facilities, a design professional is not required and the work by qualified specialist vendors, force account, or even volunteers can be sufficient. If this is the option chosen, provide convincing support for the alternative option. Approaching a project this way also requires the grantee or sub recipient to demonstrate its ability to provide competent construction management.

3. **Grant Administration (20 points):** To receive points the applicant must be soliciting or has solicited for grant administration services using the procurement requirements as described in the most recent Grant Administration Manual. **Note:** Grant Administration services estimated under \$25,000 allow for micro-purchase procedures.

See Administrative Capacity on page 6-7.

4. **Schedule (15 points):** *Points will be awarded based on the project schedule completed in the general application. Project must be completed by December 2025.*

See complete schedule on page 11.

5. **Project Site – Field Notes Review for Environmental Review (10 points):** *Maximum points will be awarded if the applicant has completed the field notes review and commenced contact with applicable federal / state agencies.*

See Field Notes for Environmental Review on pages 13-14.

6. **Property acquisition (20 points):** *Full points will be awarded if the applicant or sub recipient has ownership of the property including easements (or right of way permits) or has an option to purchase pending completion of the environmental release.*

See Project Property and Permits on page 9 and in [Appendix D](#).

7. **Cost analysis (20 points):** *The detailed cost analysis sheet should be completed and dated/signed within four weeks of submission of application.*

See Detailed Cost Analysis on pages 10-11 and in [Appendix F](#).

8. **Applicant administrative capacity (75 points):** Points will be awarded based on:

- a. The city or county's financial audit reports, quality of management systems, history of performance, and audit findings. If sub-recipient, provide description of the agency's governing structure or framework such as nonprofit corporation, district, and the board composition.

See Administrative Capacity on page 6-7.

- a. Use Fee – Is there a fee charged for the use of or access to the park facility?
☐ Yes ☒ No
- c. Has the applicant completed an ADA/Section 504 self-evaluation of the accessibility of its public programs and facilities and also completed a Transition Plan?
☒ Yes ☐ No

Note: Applicants may be required to submit supporting documentation.

- d. Furthering Fair Housing

See Furthering Fair Housing on pages 11-13.

III. **Benefits (150 points):**

1. **Activities (100 points):**

- a. Identify the top five outdoor activities that occur at the park. (Example: playground, field or court use, walking path, etc.)
 - i. Open lawn space
 - ii. Fields for sports/activities
 - iii. Playground
 - iv. Basketball court
 - v. Mature trees

- b. What are the park hours?

Park hours are sunrise to midnight.

- b. Have Park Ordinances been adopted?

Yes

2. **Outreach (50 points):**

- a. Describe the park facility's existing and/or proposed affirmative marketing and outreach efforts aimed at including participation by low-and-moderate-income persons, racial and ethnic minorities, disabled persons and non-English speakers. Examples might include: website, social media, postings, radio, television, outdoor signage, etc. *(1/3 page narrative)*

As Warren Field Park is one of the facilities used for the City's recreational sports, our recreational leagues are marketed to the public in many ways. Our website is ADA accessible and includes information on the park itself as well as city recreational sports. These website pages can be translated to many languages using free online translation software such as Google Translate. Our online recreation information includes Specialized Needs Recreation information as well. The City of Post Falls mails a physical booklet of recreational opportunities to all registered citizens including those in low-and-moderate-income areas of the city. Warren Field Park and the sports played there are also occasionally highlighted on the City's social media pages, reaching a diverse audience. The City's cable channel 1300 features advertisements for recreational sports sign ups like those played at Warren Field. The City just received budget authorization to implement a new mass-notification software that will allow citizens to sign up for notifications such as recreational sports sign-ups in multiple languages as well as via phone or text for those who are hearing or seeing impaired. We expect to implement this software in mid to late 2024.

b. Does the city have a park or recreation director?

Yes

➤ If yes, is the position full time / part time / seasonal?

Full time

➤ If no, who is responsible to manage park facilities and activities?

c. Has the city conducted a Limited English Proficiency (LEP) Four-Factor Analysis?

☒ Yes ☐ No

IV. **Project Local Match (0 points):** Measures the amount of cash and in-kind donations that are committed to just the CARES project. A commitment letter must be provided in the appendix. If local match is a bond, the applicant must provide documentation that the bond has passed and who will buy it. The ICDBG project can include prior planning, design, and property acquisition.

A. **Project cash match (0 points):** This criteria measures the percentage of cash matching funds committed to the CARES project. It is direct matching funds to just the CARES project. "Cash match" includes cash on hand, bonds, loan funds, urban renewal funds, recreation district, or resort city tax.

See Budget Information on page 10 and Commitment Letter in [Appendix E](#).

- B. **Project in-kind match (0 points):** This measures the percentage of in-kind funds committed to the project which includes in-kind activities, force account work, volunteer work, donations, or waiving of fees to fund the CARES project. It is in-kind match to just the CARES project.

See Budget Information on page 10 and Commitment Letter [Appendix E](#).

- C. **Duplication of Benefits:** The funding for this park application will come from ICDBG CARES funds. This being the case, is the applicant willing to certify the following duplication of benefits clause (see below) should their application be selected for funding? ☒ Yes ☐ No

Duplication of Benefits:

We the City of Post Falls have disclosed in the application budget all other funds available from, received by, or to be received from other government or non-profit agencies for the proposed park project.

- V. **Grant Writing and Administration:** Administrative duties for CARES will include: project set-up, environmental review, project and labor monitoring, Section 3 actions, fair housing actions, and closeout. Grantees will not be required to complete or update 504/ADA plan or LEP. Maximum for grant administration is 10%. The 10% does not include writing.

Note: Approved and funded CARES projects are eligible to receive reimbursement for grant writing up to \$3,000.

XIII. Certifications

I certify the data in this application is true and correct, that this document has been duly authorized by the governing body of the City of Post Falls and we will comply with the following laws and regulations if this application is approved and selected for funding.

Duplication of Benefits:

It has disclosed to the Idaho Department of Commerce in the application process all other funds available from, received by, or to be received from other governmental or non-profit agencies as compensation for damages or additional costs resulting from the COVID-19 pandemic for which assistance may be provided by Commerce.

It will disclose to Commerce all other funds received from and or available from governmental or non-profit agencies as compensation for damages resulting from the COVID-19 pandemic for which assistance has been provided.

Acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of ICDBG CARES funds may be required in the event that it makes or files false, misleading, or incomplete statements or documents.

Specific ICDBG Provisions:

Section 110 of the Housing and Community Development Act of 1974, as amended, by the Housing and Urban-Rural Recovery Act of 1983 and the Housing and Community Development Act of 1987, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards;

It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws;

Conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively further fair housing;

Provide opportunities for citizen participation comparable to the state's requirements (those described in Section 104(a) of the Act, as amended);

Not use assessments or fees to recover the capital costs of ICDBG funded public improvements from low and moderate income owner occupants;

Minimize displacement as a result of activities assisted with ICDBG funds by following the Idaho Department of Commerce's anti-displacement and relocation assistance plan and the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (49 CFR Part 24);

Policy on the Prohibition of the Use of Excessive Force:

It hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, it hereby agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration.

It further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that it has not complied with this policy to file a complaint.

Civil Rights and Equal Opportunity Provisions:

Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

The Fair Housing Act (previously known as Title VIII of the Civil Rights Act of 1968) (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;

Section 109 of Title I of the Housing and Community Development Act of 1987, as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program activity;

Executive Order 11063, as amended by Executive Order 12259 on equal opportunity in housing and non-discrimination in the sale or rental of housing built with Federal assistance, and requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

Executive Order 11246 as amended by Executive Order 11375 and 12086, and the regulations issued pursuant hereto (24 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally assisted construction contracts. Contractors and subcontracts on Federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship;

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing within the unit of local government;

Property Acquisition Provision:

It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulation at 49 CFR Part 24, and the requirements of section 570.496a and it is following a residential anti-displacement and relocation assistance plan under section 104(d) of Title I of the Housing & Community Development Act of 1974, as amended;

Environmental Standards and Provisions:

Its chief executive official:

- 1) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. S 4321 et seq.) and other provisions of Federal law, as specified at 24 CFR 58.1 (a) (3) and (a) (4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to the Idaho Community Development Block Grant Program; and
- 2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will comply with:

- 1) The National Environmental Policy Act of 1969 (42 U.S.C. S 4321 et seq.) and 24 CFR Part 58, and in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (U.S.C. 469a-1, et seq.) by:
 - a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and
 - b) Complying with all requirements established by the State and to avoid or mitigate adverse effects upon such properties.
- 2) Executive Order 11988, Floodplain Management;
- 3) Executive Order 11990, Protection of Wetlands;
- 4) Endangered Species Act of 1973, as amended, (16 U.S.C. Section 1531 et seq.);
- 5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Section 661 et seq.);
- 6) The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C. Section 1271);
- 7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Section 300f et seq.);
- 8) Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended, (42 U.S.C. Section 4831 (b));
- 9) The Clean Air Act of 1970, as amended, (42 U.S.C. Section 7401 et seq.);
- 10) The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C. Section 1251 et seq.);
- 11) The Clean Water Act of 1977 (Public Law 95-217); and
- 12) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.);
- 13) Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) as it relates to the mandatory purchase of flood insurance for special flood hazard areas.

Labor Standards and Provisions:

The provisions of the Davis-Bacon Act (46 U.S.C. S 276a-5) with respect to prevailing wage rates (except for projects for rehabilitation of residential properties of fewer than eight units);

Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;

Federal Fair Labor Standards Act, 29 U.S.C. S 102 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;

Anti-kickback (Copeland) Act of 1934, 18 U.S.C. S 874 and 40 U.S.C. S 276c, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

Anti-Lobbying Certification:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into any cooperative agreement and the extension, renewal, modification or amendment of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Administrative and Financial Provisions:

2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Miscellaneous:

It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties;

It will comply with the provisions of the Hatch Act, which limits the political activity of employees;

It will give State, HUD and the Comptroller General through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant; and

The local government hereby certifies that it will comply with the above stated assurances.

Signed by Chief Elected Official

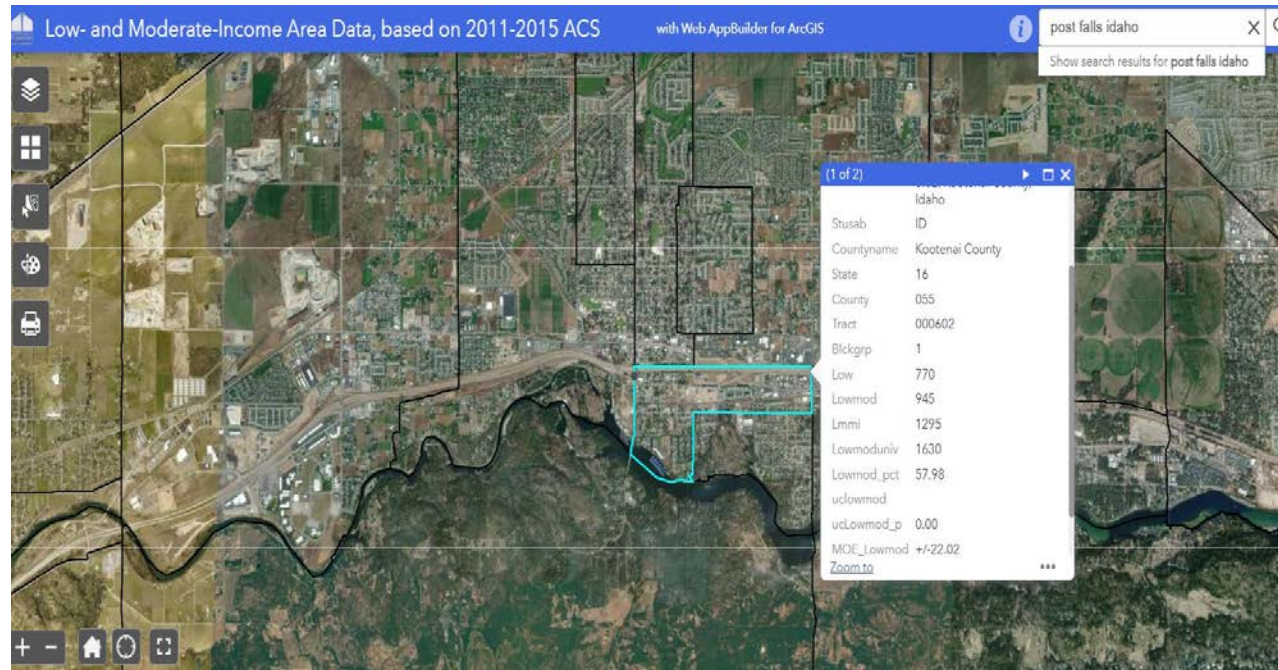
Date

Ronald G. Jacobson

Printed Name

XIV. Appendices

Appendix A – Census Data



Appendix B – Citizen Participation and Pre-Application Public Hearing

City of Post Falls

Pursuant to citizen participation requirements for Idaho Community Block Grant participants, the City of Post Falls hereby certifies the following activities will be completed:

Provide for and encourage citizen participation, particularly for low and moderate income persons who reside in slum or blighted areas and areas in which ICDBG funds are proposed to be used. Provide technical assistance to group's representative of low and moderate income persons that request assistance in developing proposals in accordance with procedures developed by the department. Such assistance need not include providing funds to such groups.

Hold a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views. The first public hearing shall include a description of the proposed project, scope of work, budget, schedule, location, and beneficiaries. Any earned program income must also be noted. The application, related documents, and the Application Handbook shall be available for citizens to review.

The second public hearing on the status of funded activities and accomplishments to date; a general description of remaining work and a general description of changes made to the ICDBG project scope of work, budget, schedule, location or beneficiaries.

A public hearing shall also be held in the event ICDBG project activities are added, deleted or substantially changed from the application. Substantially changed means changes made in terms or purpose, scope, location or beneficiaries as defined by the ICDBG program.

Provide reasonable and timely access to local meetings, information and records pertaining to the local government's proposed and actual use of ICDBG funds. Public hearings shall be conducted at times and locations convenient to local citizens.

Public hearings shall be advertised in a local newspaper no less than seven (7) twenty-four (24) hour days prior to the hearing date. If there is no local newspaper, public notification will occur through some other method where there is wide distribution to citizens within the project area. The Community Development staff must approve this method.

A copy of the publication and/or affidavit of publication shall be submitted to the department. The notice should identify all of the topics to be addressed in the public hearing including the assurances that hearings shall be held in facilities that are accessible to persons with disabilities and that alternative

formats shall be available to persons with disabilities where practicable, and with advance notice to the unit of local government.

Citizens shall also be notified they will be given the opportunity to comment orally or in writing at a minimum of (timeframe) prior to and at the hearing. Special accommodations shall be available for persons with disabilities who may wish to comment within this period.

Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.

Local citizen participation records which shall be made available to the state and local citizens shall include: A copy of the public notice and/or affidavit of publication which describes proposed or actual project activities, scope of work, location, budget, schedule, objectives, and beneficiaries. Notices shall also contain the accessibility clause for persons with disabilities.

Grantees must provide the address, telephone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances within fifteen (15) working days where practicable.

Local staff shall be familiar with citizen's complaint procedures. These procedures shall provide local citizens with the opportunity to protest project activities or related issues. A written complaint or grievance is formal notification of a concern, allegation or protest to a proper authority. A formal complaint will be considered filed at the time it is delivered to the appropriate authority's office. To file a complaint, citizens must provide enough information to allow an investigation. The complaint should be clear and concise and include the following information:

- A. Identification of the project, project location, and program activities.
- B. Reason for the complaint (hearsay and innuendo will not be considered valid).
- C. Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
- D. If desired, citizens may propose a solution to the problem.

If the complaint is concerning local activities or project implementation, complaints and grievances shall first be filed with the appropriate elected official. If this is the case, grantees shall be required to notify the department of the complaint. A copy of the response shall also be submitted to the department. Every attempt must be made to respond to citizens within fifteen (15) days where practicable.

If a citizen feels the response from the local jurisdiction is unsatisfactory, he or she may appeal to the department for resolution. The department at that time may request additional information. Every effort will be made by the department to provide a full response within thirty (30) days.

If valid and sufficient data has been provided to substantiate the complaint, an investigation will be conducted. The extent of an investigation depends on the scope and depth of the issues involved.

If the complaint is more appropriately directed toward the ICDBG program activities, the same procedure will be followed except all communications are between the state and the complainant.

This plan shall become effective _____.
(Date)

Chief Elected Official

Appendix C – Fair Housing Resolution and Proclamation

Appendix D – Deed to Property

1618784

STATE OF IDAHO } ss
COUNTY OF KOOTENAI }
FIRST AMERICAN TITLE COMPANY

DEC 30 10 41 AM '99

DANIEL J. ENGLISH

DEPUTY 9.00
FEES

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by STEVEN RAY WARREN, as Personal Representative of the Estate of EARL L. WARREN, deceased, as Grantor, to CITY OF POST FALLS, IDAHO, a municipality in the State of Idaho, Grantee, whose current address is

408 Spokane Post Falls, ID 83854

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Probate Number SP 99-01686, in Kootenai County, Idaho;

THEREFORE, for valuable consideration received, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantees, CITY OF POST FALLS, IDAHO, a municipality in the State of Idaho, all of the estate's interest in the following described real property in Kootenai County, Idaho, to-wit:

PLEASE REFER TO EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION INCORPORATED HEREIN BY THIS REFERENCE.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees and Grantees' heirs and assigns forever. Said Grantor does hereby covenant to and with the said Grantees, that Grantor is the owner in fee simple of said real property; that it is free from all encumbrances except current year taxes, levies and assessments and rights-of-way in view and of record, and Grantor will warrant and defend the same from all lawful claims whatsoever.

EXECUTED this ____ day of 12-29, 1999.

St R Warren
STEVEN RAY WARREN
Personal Representative of the
Estate of Earl L. Warren
Deceased.

1618784

STATE OF IDAHO)
) ss.
County of Kootenai)

On the 29 day of December, 1999, before me, the undersigned Notary Public, personally appeared STEVEN RAY WARREN, known or identified to me to be the person whose name is subscribed to the within instrument as Personal Representative of the Estate of EARL L. WARREN, and acknowledged to me that he executed the same as such Personal Representative.



[Signature]
Notary Public in and for the
State of Idaho
Residing at: Hailey
Comm. Exp.: 10/12/2000

1618784

Order No.: C39702

ATTACHED LEGAL DESCRIPTION

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19 and 20, Block 42, City of Post Falls , according to the plat recorded in Book C of Plats, Page 208, records of Kootenai County, Idaho and together with that portion of the East half of Grant Street as vacated by order to vacate recorded September 22, 1981, as Instrument No. 887075.

ALTA Commitment
Legal Description

(C39702.PFD/C39702/10)

Appendix E – City Funding Commitment

April 16, 2024

Director Tom Kealey
Idaho Department of Commerce
P.O. Box 83720
Boise, ID 83720-0093

RE: Matching Funds Commitment – Warren Field Park Road Frontage Improvements

Dear Director Kealey:

The City of Post Falls has committed to provide \$80,000 in local cash for the road frontage improvements to Warren Field Park. These funds will help bridge the gap between ICDBG funds and total project expenses. Additionally, the City will provide \$17,000 of In-Kind contributions between Landscape Design and Grant Administration from City Staff time.

Thank you for your attention. If there are any questions, please don't hesitate to contact me at (208) 773-3511.

Sincerely,

Ronald G. Jacobson, Mayor

Appendix F - Design Professional Cost Estimate and Schematics

Warren Field - CDBG
105 N IDAHO ST
04.03.24



BID ITEM	UNIT	QTY	COST	
			RATE	AMOUNT

Misc. / Protection / Layout / Design				
Mobilization (10% of Construction)	LS	1	\$ 24,110.67	\$ 24,110.67
Misc. / Protection / Layout / Design Subtotal:			\$	24,110.67
Site Utilities				
Electric Meter	EA	1	\$ 13,000.00	\$ 13,000.00
2" Conduit	LF	789	\$ 8.45	\$ 6,667.05
Street Lights	EA	6	\$ 1,950.00	\$ 11,700.00
Pedestrian Lights	EA	8	\$ 3,200.00	\$ 25,600.00
Site Utilities Subtotal:			\$	56,967.05
Hardscape				
Curb and Gutter	LF	724	\$ 26.00	\$ 18,824.00
Curb Cuts	LF	14	\$ 208.00	\$ 2,912.00
Sidewalk	SF	5210	\$ 7.15	\$ 37,251.50
Pedestrian Ramps	EA	6	\$ 2,665.00	\$ 15,990.00
Asphalt 2/4	SY	868	\$ 26.00	\$ 22,568.00
Paint Striping	LF	1514	\$ 0.65	\$ 984.10
Thermo Striping	SF	336	\$ 6.50	\$ 2,184.00
Hardscape Subtotal:			\$	100,713.60
Landscape				
Swales	SF	8396	\$ 3.25	\$ 27,287.88
Irrigation	SF	8396	\$ 5.85	\$ 49,118.19
Street Trees	EA	9	\$ 780.00	\$ 7,020.00
Landscape Subtotal:			\$	83,426.07
			SUBTOTAL	\$ 265,217.39
			CONTINGENCY (15%)	\$ 39,782.61
			DESIGN AND MANAGEMENT	\$ 100,000.00
			CITY IN-KIND	\$ 17,000.00
			TOTAL	\$ 422,000.00

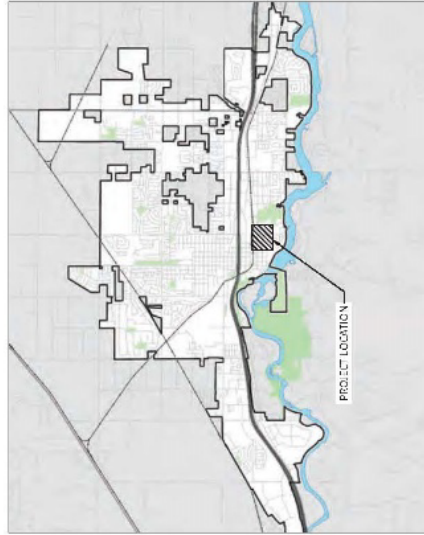
Funding Breakdown		
	Project Cost	\$ 422,000.00
	CDBG	\$ 325,000.00
	City Contribution	\$ 97,000.00

WARREN PLAYFIELD

ROAD FRONTAGE IMPROVEMENTS

105 N IDAHO ST

CITY LIMITS:



SITE LOCATION:



PROJECT LOCATION:



PLAN SET:

PLAN DESCRIPTION	DATE
GRANT SET	02.13.24

PROJECT OVERVIEW:

PROJECT SCOPE INCLUDES PEDESTRIAN AND ROAD FRONTAGE IMPROVEMENTS ALONG WARREN PLAYFIELD ON 2ND AVE AND IDAHO ST. IMPROVEMENTS WILL INCLUDE: CURB AND GUTTER, STORMWATER COLLECTION AND DRAINAGE, ADDITIONAL ON-STREET PARKING WITH MULTIPLE ADA STALLS, SIDEWALKS, PEDESTRIAN AND STREET LIGHTS, PEDESTRIAN RAMPS FOR ROAD CROSSINGS, STREET TREE PLANTINGS, AND AN ADA ACCESSIBLE CONNECTION TO EXISTING PARK FEATURES.

SHEET INDEX:

SHEET NO.	SHEET TITLE
C1.0	COVER SHEET
1.0	SITE PLAN
2.0	DETAILS
2.1	DETAILS
2.2	DETAILS



C1.0

WARREN PLAYFIELD
 105 N IDAHO ST
 ROAD FRONTAGE IMPROVEMENTS

DATE:	02.12.24
REVISIONS	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

SHEET NAME:	SITE PLAN
DRAWN BY:	BO
CHECKED BY:	
SHEET:	

1.0

SCALE: 1" = 20' - 0"



WARREN PLAYFIELD

105 N IDAHO ST

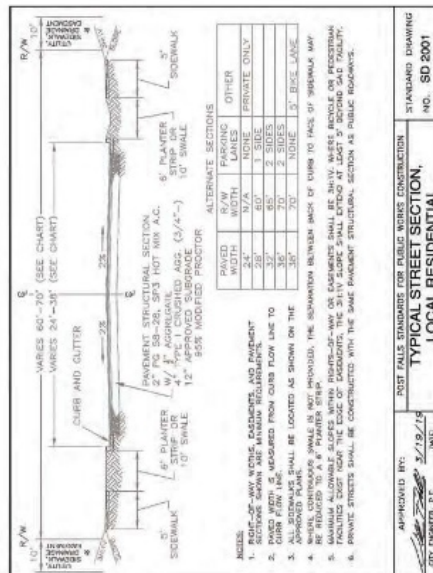
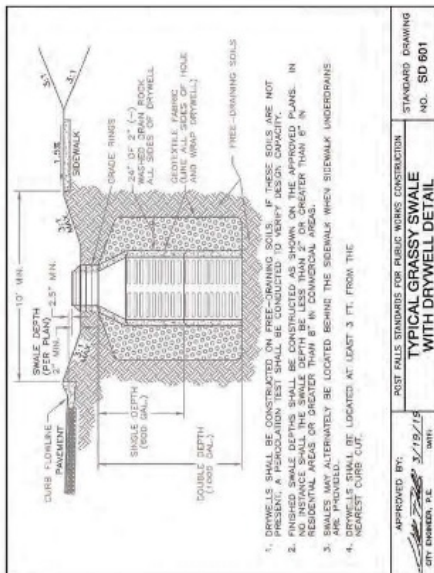
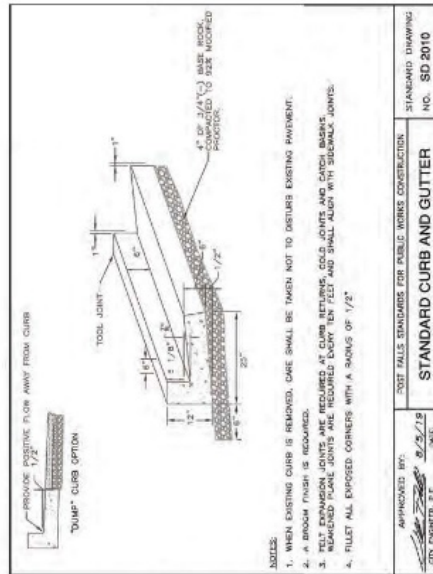
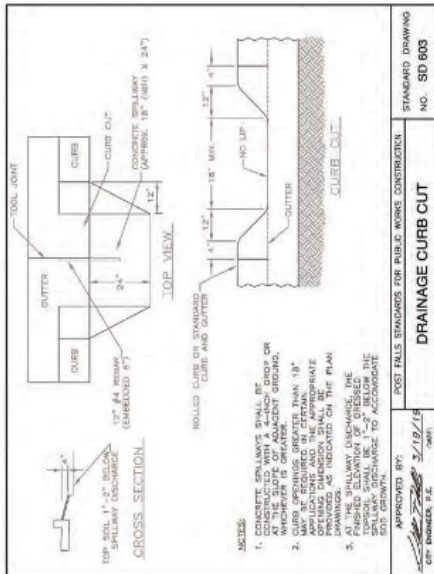
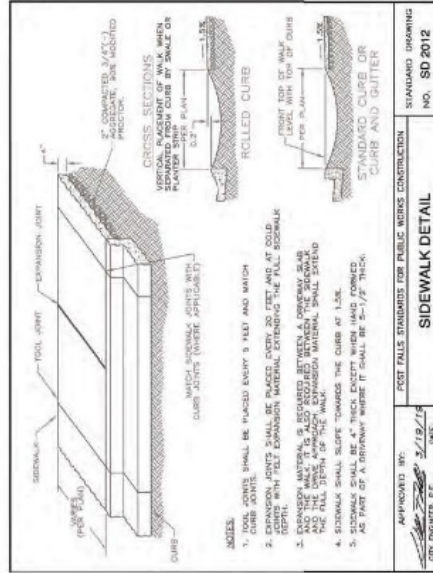
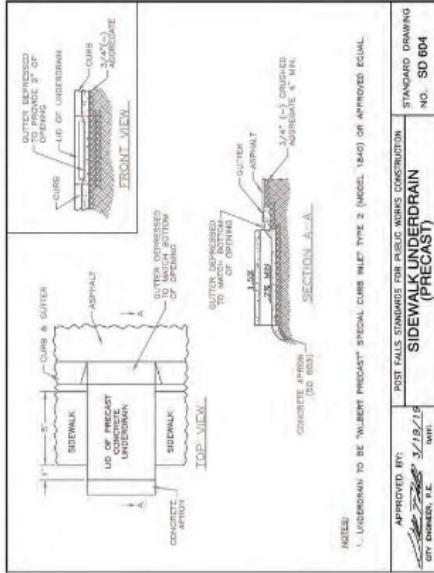
ROAD FRONTAGE IMPROVEMENTS

DATE:	02.12.24
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SHEET NAME:
DETAILS
DRAWN BY:
CHECKED BY:
SHEET:

2.0

SCALE: 1" = 20' 0"



WARREN PLAYFIELD

105 N IDAHO ST

ROAD FRONTAGE IMPROVEMENTS

DATE	REVISIONS
02/12/24	1
	2
	3
	4
	5
	6
	7
	8

SHEET NAME:	DETAILS
DRAWN BY:	RU
CHECKED BY:	
SHEET:	

2.1

SCALE: 1" = 20'-0"

COMMON STREET SIGNS

APPROVED BY: *[Signature]* DATE: 3/18/16
CITY ENGINEER, P.E.

STANDARD DRAWING NO. SD 2017

STOP	SPEED LIMIT	SCHOOL	ONE-WAY
8" x 10" PLATE	8" x 10" PLATE	8" x 10" PLATE	8" x 10" PLATE
WHITE BACKGROUND	WHITE BACKGROUND	WHITE BACKGROUND	WHITE BACKGROUND
BLACK LETTERS	BLACK LETTERS	BLACK LETTERS	BLACK LETTERS
MIN. 1/2" LETTER HEIGHT	MIN. 1/2" LETTER HEIGHT	MIN. 1/2" LETTER HEIGHT	MIN. 1/2" LETTER HEIGHT
MIN. 1/2" LETTER HEIGHT	MIN. 1/2" LETTER HEIGHT	MIN. 1/2" LETTER HEIGHT	MIN. 1/2" LETTER HEIGHT

TREE PROTECTION

APPROVED BY: *[Signature]* DATE: 01/04/21
CITY ENGINEER, P.E.

STANDARD DRAWING NO. SD 3804

NOTES:

1. THE PROTECTION FENCE SHALL BE LOCATED WITHIN THE TPZ BOUNDARY AND SHALL BE A MINIMUM OF 4' FROM THE TRUNK OF THE TREE.
2. THE PROTECTION FENCE SHALL BE LOCATED WITHIN THE TPZ BOUNDARY AND SHALL BE A MINIMUM OF 4' FROM THE TRUNK OF THE TREE.
3. THE PROTECTION FENCE SHALL BE LOCATED WITHIN THE TPZ BOUNDARY AND SHALL BE A MINIMUM OF 4' FROM THE TRUNK OF THE TREE.
4. THE PROTECTION FENCE SHALL BE LOCATED WITHIN THE TPZ BOUNDARY AND SHALL BE A MINIMUM OF 4' FROM THE TRUNK OF THE TREE.
5. THE PROTECTION FENCE SHALL BE LOCATED WITHIN THE TPZ BOUNDARY AND SHALL BE A MINIMUM OF 4' FROM THE TRUNK OF THE TREE.

STREET SIGN PLACEMENT DETAIL

APPROVED BY: *[Signature]* DATE: 3/18/16
CITY ENGINEER, P.E.

STANDARD DRAWING NO. SD 2016

NOTES:

1. CONCRETE FOOTINGS SHALL BE PREFORMED 8" SQUARE.
2. 2" x 4" AND 2" x 6" SIGNPOSTS SHALL BE WELDED WITH 1/2" DIA. STEEL RODS. THE RODS SHALL BE EMBEDDED IN CONCRETE. SPACING SHALL BE 2'-0" ON CENTER.
3. FOR APPLICATIONS WHERE THE TOTAL SIGN AREA IS GREATER THAN 16" (8" x 8"), A 30" DEEP FOOTING SHALL BE USED.
4. ALL SIGNAGE SHALL BE INSTALLED AS SHOWN ON THE PLANS.
5. THE SIGNPOSTS SHALL BE INSTALLED AS SHOWN ON THE PLANS.
6. THE SIGNPOSTS SHALL BE INSTALLED AS SHOWN ON THE PLANS.

TREE PLANTING

APPROVED BY: *[Signature]* DATE: 01/04/21
CITY ENGINEER, P.E.

STANDARD DRAWING NO. SD 3801

NOTES:

1. THE TREE SHALL BE PLANTED WITHIN THE TPZ BOUNDARY AND SHALL BE A MINIMUM OF 4' FROM THE TRUNK OF THE TREE.
2. THE TREE SHALL BE PLANTED WITHIN THE TPZ BOUNDARY AND SHALL BE A MINIMUM OF 4' FROM THE TRUNK OF THE TREE.
3. THE TREE SHALL BE PLANTED WITHIN THE TPZ BOUNDARY AND SHALL BE A MINIMUM OF 4' FROM THE TRUNK OF THE TREE.
4. THE TREE SHALL BE PLANTED WITHIN THE TPZ BOUNDARY AND SHALL BE A MINIMUM OF 4' FROM THE TRUNK OF THE TREE.
5. THE TREE SHALL BE PLANTED WITHIN THE TPZ BOUNDARY AND SHALL BE A MINIMUM OF 4' FROM THE TRUNK OF THE TREE.

PEDESTRIAN RAMPS

APPROVED BY: *[Signature]* DATE: 3/18/16
CITY ENGINEER, P.E.

STANDARD DRAWING NO. SD 2013

NOTES:

1. THE RAMP SHALL BE INSTALLED AS SHOWN ON THE PLANS.
2. THE RAMP SHALL BE INSTALLED AS SHOWN ON THE PLANS.
3. THE RAMP SHALL BE INSTALLED AS SHOWN ON THE PLANS.
4. THE RAMP SHALL BE INSTALLED AS SHOWN ON THE PLANS.
5. THE RAMP SHALL BE INSTALLED AS SHOWN ON THE PLANS.

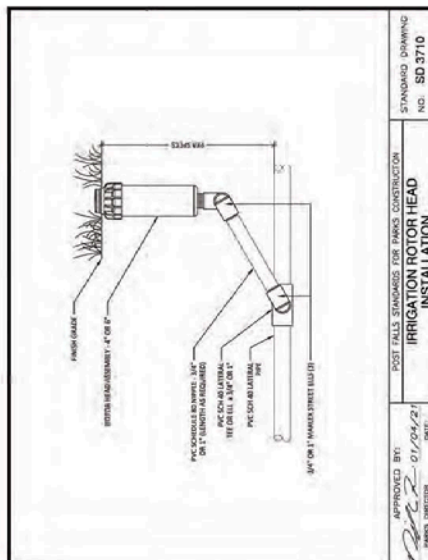
TYPICAL TURN POCKET STRIPING

APPROVED BY: *[Signature]* DATE: 3/18/16
CITY ENGINEER, P.E.

STANDARD DRAWING NO. SD 2020

NOTES:

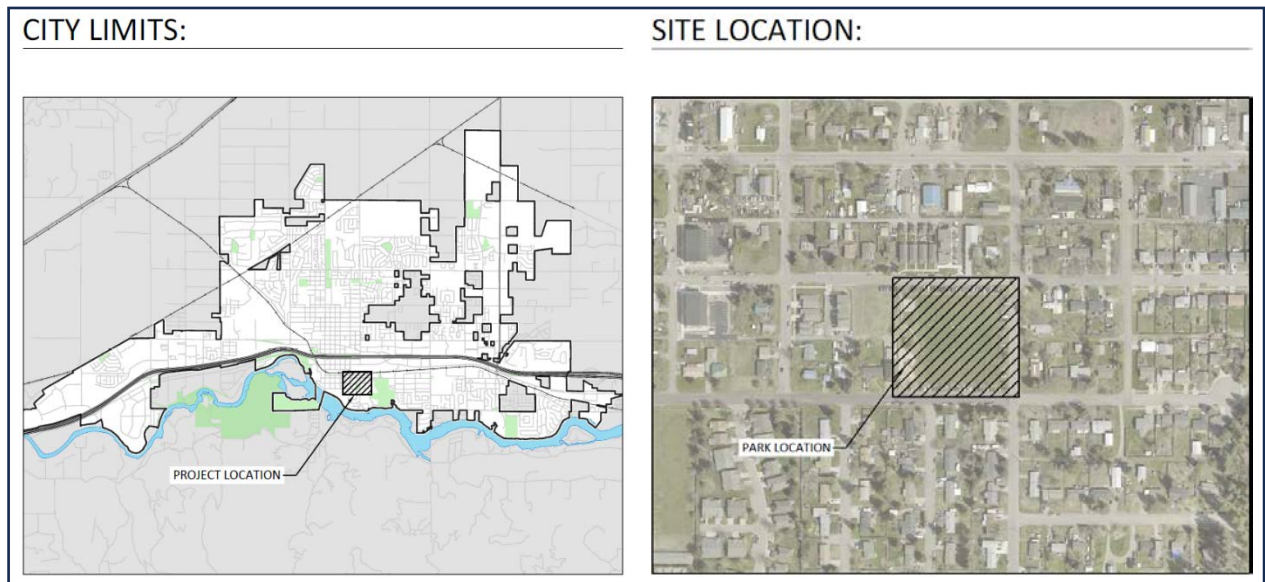
1. THE STRIPING SHALL BE INSTALLED AS SHOWN ON THE PLANS.
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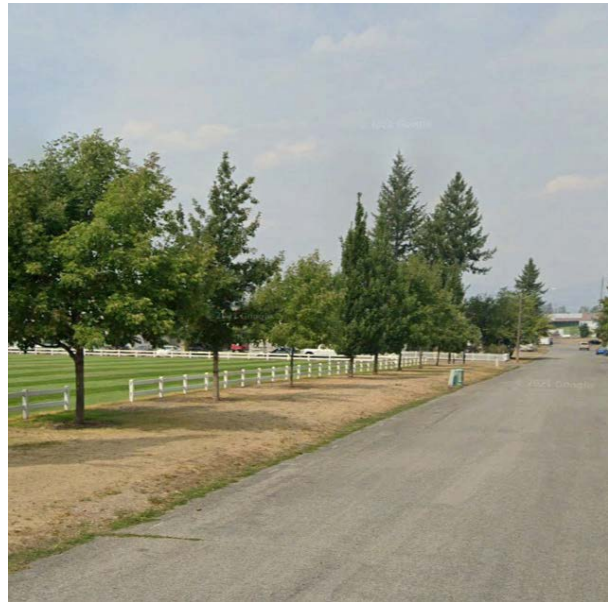
Appendix G – Park Assessment

a. Existing Facilities

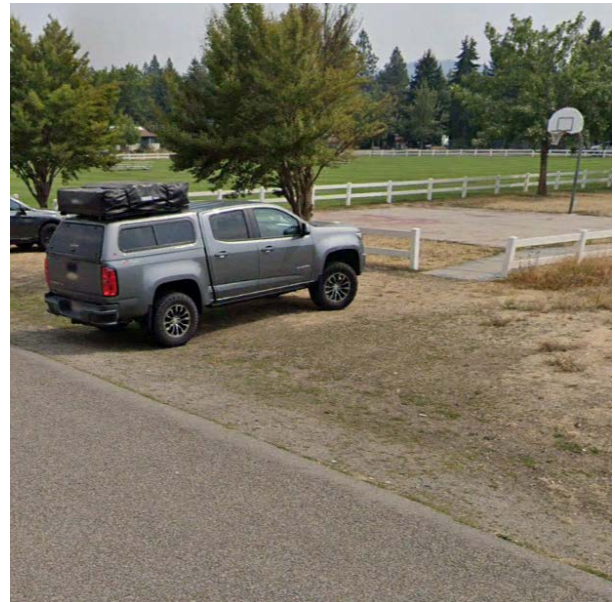
1. Location Map



2. Condition of park facilities that will be updated.







b. Identify the Need for Project

1. Public health and safety concerns

Currently, there are no road frontage improvements along the three street frontages at Warren Field. Because of this, park users are forced to drive off the pavement and onto the

dirt/gravel shoulders to park their vehicles and enter the park. This is also a safety issue since there is no defined orderly parking.

2. Violation of ASTM or industry standards and/or ADA Accessibility codes.

Since there are no paved parking stalls, curbing, or sidewalks, there are no ADA parking stalls nor accessible routes into the park.

3. Damaged and aging park facilities and equipment.

Without curbing and paved parking, park users have been parking close to trees, and existing fences, causing damage to the tree root systems and fencing.

c. Proposed Project

1. Project Description

This project will construct road frontage improvements on 2nd Ave and Idaho St. along Warren Field. The road frontage improvements will include, curbing and gutter, stormwater management, sidewalks, street, and pedestrian lighting, asphalt parking, ADA pedestrian road crossing ramps, striped parking stalls, including ADA parking, and ADA-accessible routes to enter the park. The ADA-accessible routes to enter the park will provide access to park amenities such as the basketball court, playground, and a large field that allows for both organized and unorganized play. Better access to the park will encourage all ages and abilities to utilize the park. The new parking stalls will provide orderly and defined parking on a site where it currently lacks.

2. Preliminary Project Design

Attached in [Appendix F](#)

3. Total Project Cost Estimate

\$422,000

Attached as [Appendix F](#)

d. Park Facility – Maintenance Policies

1. Is there a maintenance management plan?

There is a maintenance management plan for the entire Post Falls Parks system, which is comprised of over 880 acres. However, there is not a site-specific management plan for Warren Field.

2. Who does the maintenance of the park?

We have a park maintenance division that performs park maintenance on our entire park system, including this site. The parks maintenance division is made up of 11 full-time positions and 21 seasonal positions.

e. Park Facility – Annual Operating Budget

1. Income – Provide information about all sources of income for the park.

All funding for the site comes for the City's general fund budget.

2. Annual O&M Costs

See attachment A below.

Attachment A

Annual Cost of Park Maintenance Per Category

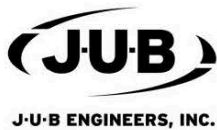
Maintenance Plan & Annual Costs for: Warren Playfield

Acreage: 2.4 ac

Line Item	Cost	Hours	How Often	How Many Weeks	Total Annual Cost
Mow/Trim	\$38.00	2	2 x per week	28	\$4256.00
vehicle cost (mower)	\$12.00	2	2x per week	28	\$1344.00
Aeration					
vehicle cost	\$65.00	1.5	3xper year		\$292.50
labor	\$38.00	1.5	3xper year		\$171.00
Herbicide/Weed Control	\$175.00	4	5xper year		\$3500.00

Irrigation	\$2800.00				\$2800
Litter Control	\$38.00	.25	Daily	52	\$3458
Pruning	\$55.00	16	Yearly		\$880.00
Lighting & Electrical	\$250.00		Yearly		\$250
Surfaces, sidewalks, pathways, etc.	\$38.00	2	Monthly	12	\$912.00
Pressure Washing	\$38.00	5	As needed	2	\$380.00
Repairs, building, benches, tables, etc.	\$38.00		As needed		
Playground Inspection	\$38.00	1	Weekly	52	\$1976.00
Irrigation System Repairs	\$75.00	50			\$3750.00
Security Cameras					N/A
Flowers, landscaping					N/A
Restroom Supplies	\$125.00		12xper month		\$1500.00
Snow Removal	\$45.00	2	10xper year		\$900.00
Total					\$26,369.50

Appendix H – J-U-B Engineering Proposal



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

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

PROJECT NAME: Warren Park Frontage Improvements

CLIENT: City of Post Falls Parks and Recreation

J-U-B PROJECT NUMBER: 07-24-XXX

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED:** Click or tap to enter a date.; **or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

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:

The City of Post Falls desires to design new frontage improvements for Warren Park along 2nd Avenue and Idaho Street. The improvements will include sidewalk, curb and gutter, pedestrian ramps, swale sizing and stormwater calculations, and street and crosswalk illumination, shown in Exhibit 1-A. The City has requested J-U-B accomplish boundary and topographic survey and prepare design plans for the proposed improvements listed below in the scope of work. Boundary and topographic survey will include the park frontage on 1st Avenue, but design of frontage improvements on 1st Avenue is not included at this time. The City will prepare the landscape and irrigation design.

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

J-U-B's Services under this Agreement are limited to the following tasks. 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 001: Project Management, QC, and Closeout

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Coordinate quality assurance / quality control (QA/QC) processes.
3. Conduct internal reviews at appropriate phases for quality control and assurance.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Regularly monitor project status, budget and schedule.
6. Attend 1 client meeting to review final design.
7. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
8. Provide a monthly invoice including budget status.
9. Provide ongoing document handling and filing.
10. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

B. Task 002: Boundary and Topographic Survey

For this task, J-U-B will: Collect final survey information for site access, site modification and construction drawings.

1. Notify one-call utility locating to mark utilities within the project area for field survey.
2. Prepare right of entry letters for up to two property owners
3. Perform a topographic survey of site and adjacent roadways, as outlined in the attached, Exhibit 1-B. Survey will encompass the areas outlined along 1st Avenue, 2nd Avenue, and Idaho Street. Features located will include all visually available surface utility appurtenances and underground utilities located from the One Call (811) system and City of Post Falls provided record drawings, including sewer and storm water invert elevations where possible, roadway features including curb/pavement elevations and grades, roadway striping, trees and landscaping including existing trees, driveways, pedestrian ramps, signs, fencing, and structure corners.
4. Establish project control and benchmarks on City of Post Falls datum.
5. Provide boundary survey of the project site
6. Conduct research of available survey records, including the plat of record and the easements disclosed in the Title Report (or as provided by the client).
7. Prepare a draft topographic base map, with contours at 1-foot intervals, for design purposes.
8. Conduct (1) field review by an Engineer to become familiar with the general conditions of the site and (1) separate field check survey base map when drafted.
9. Collect supplemental data identified during the field check.
10. Finalize topographic survey for design.
 - a. Assumptions:
 - i. Survey will mobilize a total of two times
 - ii. Deliverables will conform to accepted surveying practices, and Idaho State Code and Statutes regarding land surveying.
 - b. Deliverables:
 - i. Right of Entry Letters (2 total)
 - ii. Topographic Base Map delivered in electronic and hard copy formats.

C. Task 003: Preliminary Design

For this task, J-U-B will: Design frontage improvements along 2nd Avenue and Idaho Street where adjacent to Warren Park. Frontage improvements include sidewalks, swales, curb and gutter, ADA pedestrian ramps, on street parking and illumination.

1. Incorporate the City provided concept layout into the base map.
2. Design a new lighting system for illumination along both roadways and at pedestrian crossings. The light type will be selected by the City. J-U-B will coordinate a new power drop with Avista for the new lighting system. Lighting level analysis is included in this scope.
3. Design frontage improvements including grading and drainage, curb, gutter, sidewalk, six ADA pedestrian ramps, and stormwater swales.
4. Calculate on and off-site storm water drainage for swale sizing. Summarize into a memorandum for City's approval.
5. Prepare design exhibit for submittal to City
 - a. Assumptions:
 - i. No on-site improvements are included.
 - ii. J-U-B will provide the City with the CAD base file for use in irrigation and landscape design.
 - b. Deliverables:
 - i. 50% design exhibit and opinion of probable cost
 - ii. Stormwater calculation memo

D. Task 004: Final Design

After the City has approved the preliminary plan, the project will move into final design, including preparation of Plans and Specifications. J-U-B will finalize detailed construction plans and documents, including the following:

1. Develop 22" x 34" plan sheets including:

Sheet Name	# of Sheets
Title Sheet	1
General Notes	1
Legend Sheet	1
Topographic Survey (1"=20')	2
Typical Sections	1
Removal Plans (1"=20')	2
Horizontal Control & Overview (1"=40')	1
Grading & Stormwater Details (1"=20')	4
Roadway and Standard Details	2
Illumination Plans (1"=40')	1
Signing & Pavement Marking (1"=20')	2
Pollution Prevention Plans (1"=40')	1
Total	19

2. Prepare final bid documents, including front end contract documents, Technical Specifications and Special Provisions
3. The specification package will undergo an internal quality control review by a Senior Engineer and appropriate adjustments will be made per the QC/QA review.
4. Provide 90% plans, specifications, and opinion of probable cost for improvements.
5. Address City comments and submit 100% sealed plans and specifications for the City's use in bidding and construction.
 - a. Assumptions:
 - i. No on-site improvements are expected.
 - ii. J-U-B will provide the City with the CAD base file for use in irrigation and landscape design.
 - b. Deliverables:
 - i. 90% plans, specifications, and opinion of probable cost
 - ii. 100% sealed plans, specifications, and opinion of probable cost

E. Task 005: Bidding Services

For this task, J-U-B will: Provide bid support in the form of preparing final bid documents, bid advertisement, pre-bid meeting coordination, issuing addenda, addressing bidder questions and awarding the project

1. Advertise bid – CLIENT will place an advertisement (provided by J-U-B) for bidding in accordance with Idaho Code. J-U-B will provide the bid package to contractors for bidding (via third party internet bidding service, Quest CDN) and track bidders for addendums to be issued by J-U-B.
2. Prepare and facilitate a pre-bid meeting.
3. Award support – J-U-B will review the bid documents supplied by contractors and provide bid evaluations for consideration and possible selection of a contractor and award for construction by Client. The bid summary will be provided to Client with considerations for award.
 - a. Assumptions:
 - i. N/A
 - b. Deliverables:

- i. Specification package for CLIENT review
- ii. Final bid-ready specification package
- iii. Advertisement
- iv. Notice to Bidders
- v. Addendum
- vi. Bid Summary and Bid Review letter

F. Task 006: Construction Management Services

For this task, J-U-B will:

- 1. See Exhibit A – Construction Phase Services
- 2. Provide construction administration and field observation services. J-U-B will monitor the project for completion in accordance with the plans and specifications. Field materials testing will be completed by a third-party material testing firm as part of the Contractor's work.
 - a. Construction Administration – Perform submittal reviews, respond to contractor Requests for Information, prepare Change Orders and Field Order as needed and make recommendations for payment from contractor Applications for Payment. A weekly construction coordination meeting will be held with the contractor, active subcontractors, the City of Post Falls, and other impacted utilities.
 - b. J-U-B will provide submittal review for materials as specified in the bid documents. The City will review any submittals not conforming to the bid documents for potential material substitutions.
 - c. Field Observation – A construction observer is anticipated to be utilized part time during construction activities unless required by Idaho Code or regulations. A construction observer or project engineer will make site visits as required and requested to meet project needs. Estimated with an average of 3 visits per week for up to 4 hours per visit for the duration of construction field time estimated at 8 weeks plus miscellaneous site visits by the project manager or project engineer.
- 3. Upon receipt of field as-built drawings from the Contractor, J-U-B will review final as-built drawings incorporating any changes that occurred during construction.
 - a. Assumptions:
 - i. Final inspection and acceptance of the contractor's work will be performed by the CLIENT.
 - ii. The engineer's recommendation to CLIENT for the contractor's final application for payment will be in accordance with the construction agreement and change order(s).

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. Landscape design
 - 2. Irrigation design
- 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. Construction Staking
 - a. Task could include staking for horizontal and vertical control, curbs, site grading, water, sidewalk, subgrade, and top of rock.

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 Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. 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.
3. 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 Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct 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
001 - 004	Project Management, Survey, Bid Package Preparation	Lump Sum	\$70,000	Concurrent with work progress (approximately 6 months to complete)
005	Bidding Services	Lump Sum	\$5,000	After approval from the City to bid.
006	Construction Management Services	Time and Materials (Ceiling Amount Shown)	\$25,000	Anticipated summer 2025 after Award by the City.
Total:			\$100,000	

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.

Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

Exhibit(s):

- Exhibit 1-A: Improvements Exhibit
- Exhibit 1-B: Survey Limits
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: Choose an item.

R&D: No

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Traffic/Transportation (T03)
2. Recreational Facility (R04)

Exhibit 1-A (page 1)

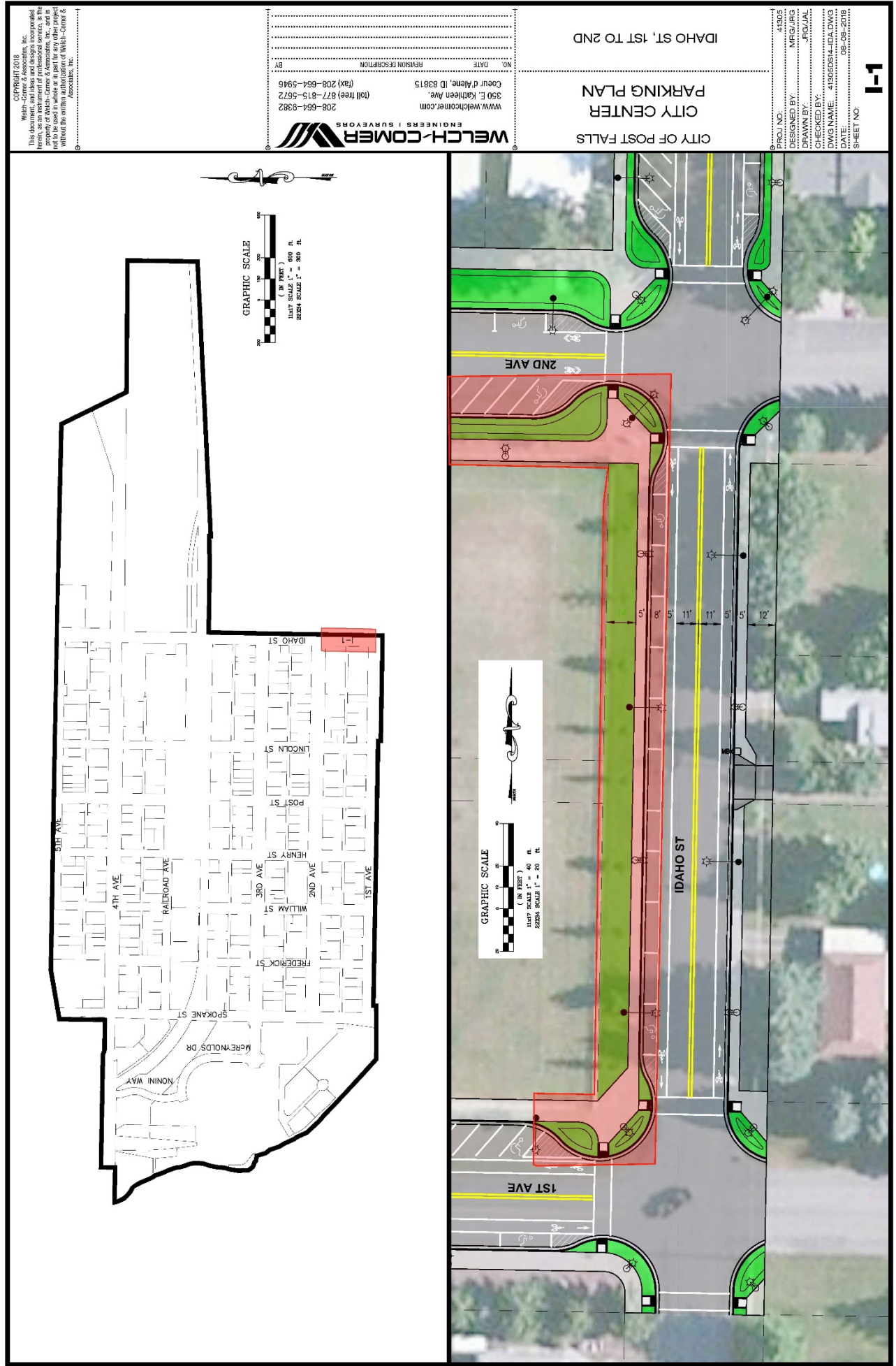


Exhibit 1-A (page 2)

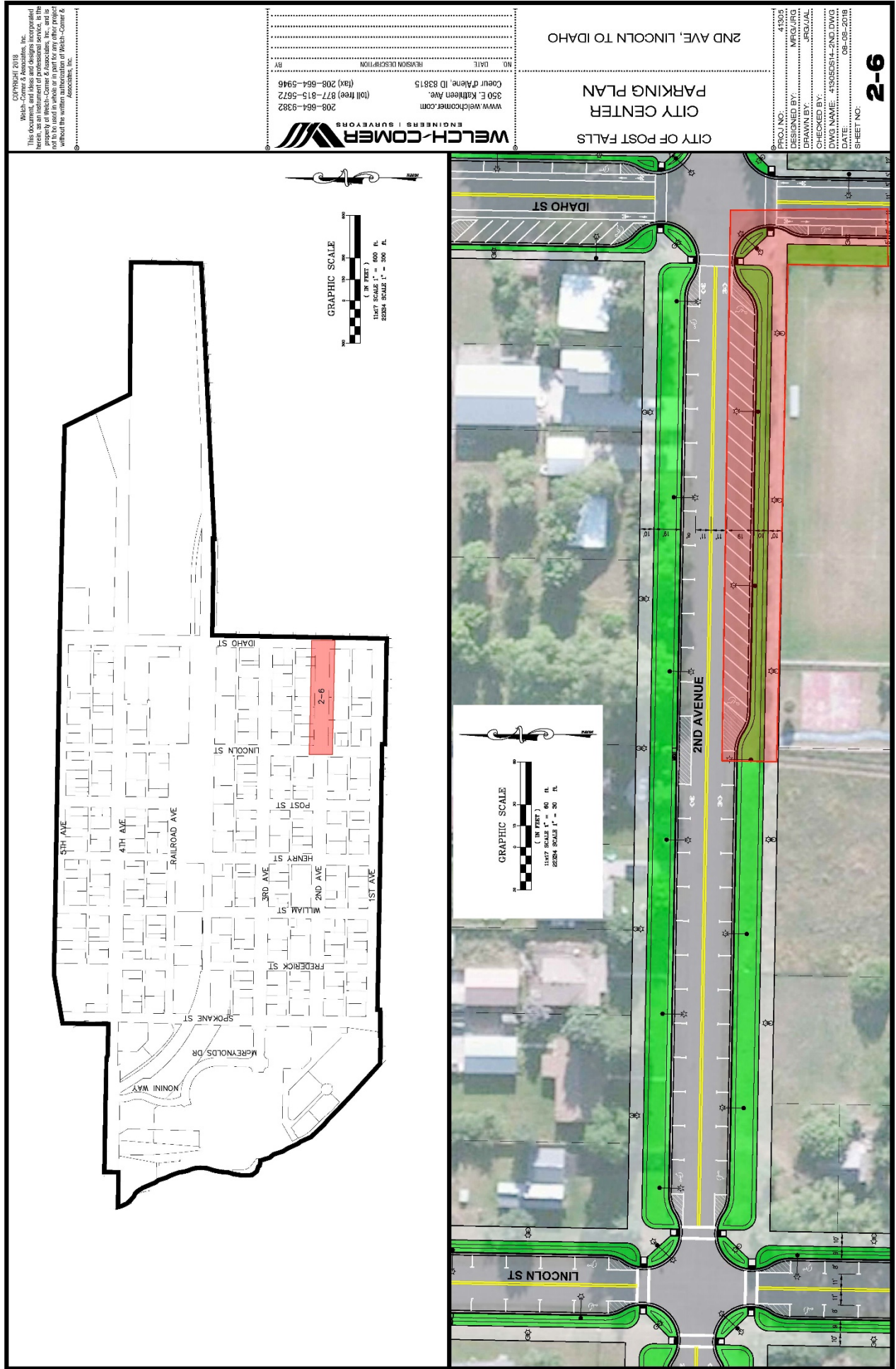


Exhibit 1-B
Survey Limits





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

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. <i>General Administration of the Contract Documents.</i> 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. <i>Pre-Construction Conference.</i> 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 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.
- ☐ No
-
- ☒ Yes 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.
- ☐ No
-
- ☒ Yes 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.
- ☐ No
-
- ☒ Yes 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.
- ☐ No
-
- ☒ Yes 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.
- ☐ No
-
- ☐ Yes 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.
- ☒ No

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. <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☐ Yes
☒ No | 2. <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☐ Yes
☒ No | 3. <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☐ Yes
☒ No | 4. <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☐ Yes
☒ No | 5. <i>Defective Work.</i> 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. <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☒ Yes
☐ No | 7. <i>Record Drawings.</i> 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. <i>Warranty Inspection.</i> 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. <i>Additional Tasks.</i> 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.

RESOLUTION NO. 24-[Category]

FAIR HOUSING

LET IT BE KNOWN TO ALL PERSONS OF the City of Post Falls that discrimination on the basis of race, color, religion, sex, national origin, handicap, or familial status in the sale, rental, advertising, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law) and the Fair Housing Amendments Act of 1988.

It is the policy of the City of Post Falls to encourage equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, handicap, or familial status. Therefore, the City does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, handicap, or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City shall publicize this Resolution and through this publicity shall encourage owners of real estate, real estate brokers and sellers, rental owners, rental property manager, lenders, developers, builders, home buyers, and renters to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID FAIR HOUSING PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing assessment; and 5) declaring April as Fair Housing Month.

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

PASSED by the City Council on the ____ day of April, 2024, and

APPROVED by the City Council on this _____ day of April 2024.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

AYES:

NAYES:

ABSENT:

Citizen Participation Plan
Idaho Community Development Block Grant (ICDBG)

City Of Post Falls, Idaho

Pursuant to citizen participation requirements for Idaho Community Block Grant participants, the City of Post Falls, Idaho hereby certifies the following activities will be completed:

Provide for and encourage citizen participation, particularly for low and moderate income persons who reside in slum or blighted areas and areas in which ICDBG funds are proposed to be used. Provide technical assistance to group's representative of low and moderate income persons that request assistance in developing proposals in accordance with procedures developed by the department. Such assistance need not include providing funds to such groups.

Hold a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views. The first public hearing shall include a description of the proposed project, scope of work, budget, schedule, location, and beneficiaries. Any earned program income must also be noted. The application, related documents, and the Application Handbook shall be available for citizens to review.

The second public hearing on the status of funded activities and accomplishments to date; a general description of remaining work and a general description of changes made to the ICDBG project scope of work, budget, schedule, location or beneficiaries.

A public hearing shall also be held in the event ICDBG project activities are added, deleted or substantially changed from the application. Substantially changed means changes made in terms or purpose, scope, location or beneficiaries as defined by the ICDBG program.

Provide reasonable and timely access to local meetings, information and records pertaining to the local government's proposed and actual use of ICDBG funds. Public hearings shall be conducted at times and locations convenient to local citizens.

Public hearings shall be advertised in a local newspaper no less than seven (7) twenty-four (24) hour days prior to the hearing date. If there is no local newspaper, public notification will occur through some other method where there is wide distribution to citizens within the project area. The Community Development staff must approve this method.

A copy of the publication and/or affidavit of publication shall be submitted to the department. The notice should identify all of the topics to be addressed in the public hearing including the assurances that hearings shall be held in facilities that are accessible to persons with disabilities and that alternative formats shall be available to persons with disabilities where practicable, and with advance notice to the unit of local government.

Citizens shall also be notified they will be given the opportunity to comment orally or in writing at a minimum of five days prior to and at the hearing. Special accommodations shall be available for persons with disabilities who may wish to comment within this period.

Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.

Local citizen participation records which shall be made available to the state and local citizens shall include: A copy of the public notice and/or affidavit of publication which describes proposed or actual project activities, scope of work, location, budget, schedule, objectives, and beneficiaries. Notices shall also contain the accessibility clause for persons with disabilities.

Grantees must provide the address, telephone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances within fifteen (15) working days where practicable.

Local staff shall be familiar with citizen's complaint procedures. These procedures shall provide local citizens with the opportunity to protest project activities or related issues. A written complaint or grievance is formal notification of a concern, allegation or protest to a proper authority. A formal complaint will be considered filed at the time it is delivered to the appropriate authority's office. To file a complaint, citizens must provide enough information to allow an investigation. The complaint should be clear and concise and include the following information:

- A. Identification of the project, project location, and program activities.
- B. Reason for the complaint (hearsay and innuendo will not be considered valid).
- C. Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
- D. If desired, citizens may propose a solution to the problem.

If the complaint is concerning local activities or project implementation, complaints and grievances shall first be filed with the appropriate elected official. If this is the case, grantees shall be required to notify the department of the complaint. A copy of the response shall also be submitted to the department. Every attempt must be made to respond to citizens within fifteen (15) days where practicable.

If a citizen feels the response from the local jurisdiction is unsatisfactory, he or she may appeal to the department for resolution. The department at that time may request additional information. Every effort will be made by the department to provide a full response within thirty (30) days.

If valid and sufficient data has been provided to substantiate the complaint, an investigation will be conducted. The extent of an investigation depends on the scope and depth of the issues involved.

If the complaint is more appropriately directed toward the ICDBG program activities, the same procedure will be followed except all communications are between the state and the complainant.

This plan shall become effective April 16, 2024.

Ronald Jacobson, Mayor
City of Post Falls

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 4/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Water Reclamation Facility Tertiary Treatment Project – Amendment to the Professional Services Agreement with J-U-B Engineers

ITEM AND RECOMMENDED ACTION:

The item presented is an amendment to the professional services agreement with J-U-B Engineers. This amendment provides an increase to the Construction Management Services (CMS) task for construction oversight and support services of the Tertiary Treatment Project. Staff recommends City Council approval and for the Mayor to sign the amendment with J-U-B Engineers.

DISCUSSION:

The completion of the Tertiary Treatment Project is delayed. The recently approved Change Order 68 addresses these project delays with the contractor and represents a negotiated settlement of all project delays to date, which results in a change to the contract milestones and overall project completion date. As a result of the delays, J-U-B's amendment will extend CMS support services to reflect the additional time agreed to in the change order.

J-U-B's development of this amendment is based on the change order milestones and schedule information from the contractor and includes some budgetary float for an additional month of services, if required. This amendment accounts for the engineering and support services necessary for the start-up of the new treatment systems in the project. Work performed by J-U-B will be billed as outlined in the original Agreement and this Amendment, as time and materials, not to exceed \$445,186.

The city is managing several consultant contracts for services related to construction of the WRF Tertiary project. Apart from the contract amendments with J-U-B and PAC (presented together), review of these contracts and their billing projections appear to align with the new contract completion dates agreed to by the city and the contractor. Contract completion of the construction project is July 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This project has been in progress since 2018. Below are the most recent items:

- Change Order with Sletten for CPI adjustment and Schedule Extension – 4/2/2024
- Change Order with Sletten for Escalation and Schedule Extension – 11/15/2023
- Amendment to Allwest Contract for Schedule Extension – 6/6/2023
- Change Order with Sletten for Membrane Filtration Equipment Costs – 4/2/2023
- Amendment to J-U-B Contract for Schedule Extension – 12/6/2022
- Amendment to PAC Contract for Schedule Extension – 12/6/2022
- Amendment to Allwest Contract for Schedule Extension – 9/6/2022
- Change Order with Sletten for FRP Tank Costs – 8/9/2022

Change Order with Sletten to Add Backup Generators – 4/5/2022

APPROVED OR DIRECTION GIVEN:

Council approved the agenda items listed above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The amendment with J-U-B is in the amount of \$445,186. J-U-B's remaining contract contingency is \$85,121, which is about 7% of J-U-B's contract balance. Additional services utilizing contingency funds will require written authorization from the Public Works Director or his designee. The increased costs for the project will be funded from the Water Reclamation Facility Capital Fund. Due to growth related revenue exceeding projections, and to delays in other projects under the current financial plan, neither rate increases nor substantial delays in other projects are anticipated to result from this change.

BUDGET CODE:

651-463.3213.90015

ATTACHMENTS:

1. PFWRF AAS NO. 9 CMS Support Services

April 2, 2024

Mr. John Beacham, Public Works Director
City of Post Falls
408 N Spokane St.
Post Falls, ID 83854

**RE: WATER RECLAMATION FACILITY TERTIARY IMPROVEMENTS: ADDITIONAL SERVICES
AMENDMENT 9 - CONSTRUCTION MANAGEMENT SUPPORT ENGINEERING SERVICES**

Dear John:

Thank you for the City's consideration and coordination regarding the additional services proposal for Construction Management Engineering Support Services for the WRF Tertiary Improvements. We have included below a list of the major items impacting our overall project budget, with the primary impact being the Contractor's extension of the overall project schedule.

With the Contractor's schedule submittal on February 20, 2024, we have reassessed our projected budgets through the Contractor's identified Substantial and Final completion dates. The primary assumptions included in our budget assessment are as follows:

- The Contractor's February 2024 schedule update would add 115 days from the dates defined in CO-066 that was executed in November 2023. The February 2024 schedule shows Substantial Completion in late June 2024 with Final Completion in late July 2024.
- Our prior budget amendment in November 2022 anticipated a schedule extension of 308 days for a project duration through September 2023. However, we were able to stretch our budget to cover the project through mid-February 2024.
- Based on our discussions with you regarding supporting the project, we have retained the remaining existing budget for the following tasks:
 - Revision to the O&M following start-up
 - Record Drawing development
 - Warranty period support
 - We have also retained the remaining budgets for SPI and Esvelt Environmental Engineering for start-up and post-startup support of the filtration and UV systems. These budget line items do not require a modification at this time.
 - We have reviewed the remaining available budgets for AEI Electrical Engineering (includes JTL Mechanical Engineering) and H2E Engineering (SCADA Programming). These subconsultant budgets are not projected to require an adjustment based on the updated schedule.
- We have included in our budget projection an allocation of approximately one-month of budgetary float for start-up coordination items not currently identified, beyond the current schedule projection from the Contractor.

- There is approximately \$50,000 remaining in the original Management Reserve task that has not been authorized or re-allocated (Task 400-002). We have retained that budget item, and it is available for specific allocation at the City's discretion if needed.

A summary of the tasks associated with the additional work to be performed due to a schedule extension is **attached** and reflects J-U-B Engineers' staff as well as J-U-B's subconsultant budget modifications, as applicable. Based on our projections, we are requesting that the following elements in our scope be amended to continue providing support for the project at the current level of service.

- Project Management and Controls Administration
- Construction Administration Support (RFI's, Change Orders, Closeout Submittals)
- Project Coordination and Progress Meetings
- Startup Support
- RPR / Site Construction Observation
- Subconsultants:
 - B2 Architecture

These proposed modifications to our current scope of work are included in the **attached** Additional Services Amendment No. 9 for your consideration.

We appreciate the teamwork and collaboration the City has taken in partnering with J-U-B during the course of this project. We look forward to supporting construction in the remaining months through project completion.

Should you have any questions or comments during your review of these documents, please do not hesitate to contact me.

Sincerely,
J-U-B ENGINEERS, Inc.

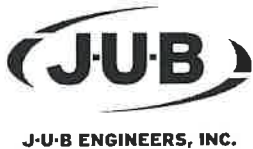


Ruel Michael Conn, P.E.
Project Manager

Cc: Andrew Arbini, Utilities Project Manager

Enclosures

- Additional Services Agreement Amendment 9
- Budget Projection Summary



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

Authorization for Additional Services

CLIENT: City of Post Falls
Project Name: WRF Tertiary Treatment Improvements Project
J-U-B Project Number: 20-18-024

1. *Additional Services.* The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 3/6/18. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Provide Engineering Services to provide continued CMS Support Services to support construction activities based on anticipated Contractor extended schedule and labor estimate for projection of Engineering support.
Anticipated Contractor Substantial Completion date of June 21, 2024
Anticipated Contractor Final Completion Date of July 21, 2024
Warranty Period Support for 1-Year from Substantial Completion, per original Agreement.

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

N/A N/A
Name Date

3. *Payment for Additional Services.* Unless otherwise noted below, J-U-B will provide these Additional Services 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:

Anticipated Budget Increase of \$445,186.

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

Work to be completed as part of the Tertiary Treatments Improvements Project.

Dated this ____ day of April, 2024,

CLIENT

By: _____
Project Representative or Authorized Signatory for
CLIENT

Print or Type Name and Title

J-U-B ENGINEERS, Inc.

By:  _____
Project Representative or Authorized Signatory for J-U-B

Cory R. Baune, Executive VP

Print or Type Name and Title

Project: City of Post Falls Tertiary Treatment Improvements			
Title: Additional Services No. 9 - Budget Projections			
Date:	4/1/2024		
Reference Row			
1	Construction Management Support		
2	Contract Amount (Task 250)	\$	6,069,800
3	Job to Date Billings through date above.	\$	5,336,556
4	Remaining Budget	\$	733,244
5			
6	Budget to be Reserved for subconsultants and remaining tasks		
7	Reserved for AEI	\$	296,752
8	Reserved for B2	\$	24,003
9	Reserved for H2E	\$	287,093
10	Reserved for SPI	\$	58,000
11	Reserved for EEE	\$	20,000
12	Reserve for O&M Finalize during 1st year	\$	51,000
13	Reserved for Record Dwg's	\$	62,000
14	Reserved for 1 year warranty support	\$	37,000
15			
16	Budget Remaining/ (over) for JUB staff through Final Completion	\$	(102,604)
17			
18	Average JUB staff monthly billings (previous 4 months)	\$	72,085
19	Budget Check Analysis Date (today)		4/1/2024
20	Projected months remaining at current monthly billing rate		-1.42
21	Projected budget coverage through this date (start for projections)		2/18/2024
22			
23	Schedule Adjustment From Change Order 066 (previously)		
24	Sletten Substantial Completion Date CO-066	2/27/2024	180
25	Sletten Final Completion Date CO-066	3/28/2024	30
26			
27	JUB Budget Projection (Based on Sletten 2/20/24 request for 115 Additional Days)		
28	Substantial Completion	6/21/2024	assumes 115 days added per Sletten Request on 2/20/24
29	Final Completion	7/21/2024	30 days from Substantial to achieve Final completion
30			
31	Additional Time to Support CMS through Subs. Completion	4.1	months (Row 28 minus Row 21)
32	Additional Time to Support CMS through Final Completion	1.0	months (Row 29 minus Row 28))
33	1-month float budget for startup coordination items not currently identified.	1.0	months
34	Projected Budget Modifications for CMS Support		
35	JUB (Subtasks 001 through 013)	\$ 441,404	Additional 4 months to achieve Substantial Completion;1 additional month for Final Completion and 1-month budgetary float at similar budget expenditure rate (average from October 2023 through Jan 2024.) Reference Row 18 above.
36	AEI (Subtask 020)	NA	No additional budget required.
37	B2 (Subtask 022)	\$ 3,782	Additional 2 months at similar budget expenditure rate (averaged from July 2023 through Jan 2024).
38	SPI (Subtask 023)	NA	No additional budget required.
39	EEE (Subtask 024)	NA	No additional budget required.
40	H2E (Subtask 026)	NA	No additional budget required. Based on current Scope of Work. The City has requested SCADA Controls Programming for several lift stations that are newly constructed, or recently have had communications systems added. The need for any additioanl budget SCADA Controls programming budget for these lift stations will be assessed as the scope of work for these lift station is further refined.
41	TOTAL ADDITIONAL SERVICES REQUEST	\$ 445,186	

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 4/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Water Reclamation Facility Tertiary Treatment Project – Contract Amendment with Panhandle Area Council

ITEM AND RECOMMENDED ACTION:

Staff requests City Council approval of the contract Amendment to increase the contract value with Panhandle Area Council (PAC).

DISCUSSION:

The City received a loan offer in late 2017 from the Idaho Water Pollution Control State Revolving Loan Fund (SRF) for Tertiary Treatment upgrades at the Water Reclamation Facility. This loan includes Davis Bacon wage requirements and carries wage compliance guidelines that require wage interviews and payroll tracking of the contractor's employees and subcontractors throughout the duration of the project. The City has hired PAC to provide these required services.

City Council recently approved a change order with the city's contractor, which establishes new contract milestones for the completion of the Tertiary Treatment Project at the Water Reclamation Facility (WRF). As PAC is the City's consultant for wage compliance services, staff is requesting a contract Amendment to extend these services through August 2024. This extension of PAC's services aligns with the new construction contract milestones that are described in the recent change order.

The city is managing several consultant contracts for services related to construction of the WRF Tertiary Treatment Project. Apart from the contract amendments with PAC and J-U-B (presented together), review of these contracts and their billing projections appear to align with the new contract completion dates agreed to by the city and the contractor. Project completion of the construction contract is July 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This project has been in progress since 2018. Below are the most recent items:

- Change Order with Sletten for CPI adjustment and Schedule Extension – 4/2/2024
- Change Order with Sletten for Escalation and Schedule Extension – 11/15/2023
- Amendment to Allwest Contract for Schedule Extension – 6/6/2023
- Change Order with Sletten for Membrane Filtration Equipment Costs – 4/2/2023
- Amendment to J-U-B Contract for Schedule Extension – 12/6/2022
- Amendment to PAC Contract for Schedule Extension – 12/6/2022
- Amendment to Allwest Contract for Schedule Extension – 9/6/2022
- Change Order with Sletten for FRP Tank Costs – 8/9/2022
- Change Order with Sletten to Add Backup Generators – 4/5/2022

APPROVED OR DIRECTION GIVEN:

Prior items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Council approval is requested in the amount of \$8,608. The adjusted contract value with PAC will be \$100,286. PAC's remaining contract contingency is \$1,871. Additional Services utilizing contingency funds will require written authorization from the Public Works Director or his Designee. The increased costs for the project will be funded from the Water Reclamation Facility Capital Fund. Due to growth related revenue exceeding projections, and to delays in other projects under the current financial plan, neither rate increases nor substantial delays in other projects are anticipated to result from this change.

BUDGET CODE:

651-463.3213.90015

ATTACHMENTS:

1. WRF Tertiary - PAC Amendment 3

**AGREEMENT between
CITY OF POST FALLS and PANHANDLE AREA COUNCIL
for WAGE COMPLIANCE SERVICES
regarding the
POST FALLS WRF TERTIARY TREATMENT IMPROVEMENTS PROJECT**

AMENDMENT #3

The Agreement dated April 7, 2020, and Amendment #1 dated November 1, 2022, and Amendment #2 dated December 19, 2023 by and between the City of Post Falls, 408 Spokane Street, Post Falls, Idaho, a municipal corporation of the State of Idaho, hereafter called the City; and Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho, hereinafter called the Consultant, for labor monitoring services under the Post Falls WRF Tertiary Improvements Project, is hereby amended to change the *End Date* from April 30, 2024 to August 31, 2024. The project timeline extended beyond the control of both the City and PAC; therefore, certified payrolls will continue to be submitted.

This amendment is effective May 1, 2024, and will conclude August 31, 2024. The value for services will increase by 15% at \$2,152 per month, for a total NTE of \$8,608 for services performed. All other Articles and Attachment A of the April 7, 2020, Agreement between the City and PAC remain.

THE OWNER
CITY OF POST FALLS

Ronald G. Jacobson, Mayor

Date

Attest

THE CONSULTANT
PANHANDLE AREA COUNCIL, INC.

Lloyd W. Jacobson, Executive Director

Date

Attest

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 4/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson, Deputy City Administrator
SUBJECT: 2024 Legislative Session Review

ITEM AND RECOMMENDED ACTION:

This staff presentation recaps bills considered during the 2024 Idaho legislative session that are relevant to the City. No action is required on this item.

DISCUSSION:

The 2024 Idaho legislative session recently concluded. Staff monitors the session for bills that may have an impact on the city. This recap will review bills that were adopted that are related to city business. It will also address several bills that were not adopted that may return in future sessions.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by the council.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

There is no fiscal impact related to the report. The new laws adopted by the Idaho legislature will have a financial impact on the city. The extent of that impact differs based on the subject of each new law.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2024.04.08 Legislative Recap Presentation

2024 Legislative Recap

Warren Wilson
Deputy City Administrator

April 16, 2024
City Council Meeting



House Bill 466

- Requires Idaho license before architect responds to request for proposals/qualifications (RFP/RFQ)
- Must identify Idaho licensed architect in charge of project.
- Stated goal: Protect Idaho architects
- Creates hurdle for other architects to cross **before** applying for the job
- **Effective: July 1, 2024**

House Bill 508

- Adds Emergency Communications Officer supervisors to Rule of 80 for retirement
- Age + years of service = 80 to qualify for retirement
- Rule of 80 generally limited to law enforcement
- Requires higher employer & employee contributions to offset earlier retirement
- Most employees on Rule of 90
- **Effective: July 1, 2024**

House Bill 538

- Allows employee to sue if city disciplines employee for refusing to:
 - Call customer by preferred title/pronoun that's inconsistent with person's sex; or
 - Use name other than customer's legal name (or derivative)
- **Effective: July 1, 2024**

House Bill 545

- Prohibits cities from forcing property owners to participate in federal housing assistance programs that may regulate rent/fees/deposits
- Poorly worded – difficult to see how this will be applied
- One of several state preemption bills this year
- **Effective: July 1, 2024**

House Bill 571

- Increases Public Works Contractors License exemption from \$50k to \$100k based on project cost
- Creates an exemption for subcontractors who are “directly supervised” by licensed contractor
- Exemption amount was tied to lowest “bidding” threshold
- Now lowest “bidding” threshold is ½ of exemption amount
- Will create challenges administering projects under new exemptions
- **Effective: July 1, 2024**

House Bill 572

- Prohibits cities from adopting a guaranteed income program
- **Effective: July 1, 2024**

House Bill 574

- Requires an additional disclosure statement on bonds/levies if state tax relief funds are involved
- Statement must indicate the date when the state funds will expire
- **Effective: July 1, 2024**

House Bill 588

- Creates separate public records response times for Idaho residents vs. nonresidents
- Residents = 10 working days
- Nonresidents = 21 working days
- **Effective: July 1, 2024**

House Bill 590

- Changes date for manufactured home park owner to notify established community association of a potential sale
- Trigger was w/in 15 days of entering listing agreement
- Many sales without listing agreement
- Now 15 days before entering purchase agreement
- Aimed at giving residents chance to buy the park/keep land leases affordable
- **Effective: July 1, 2024**

House Bill 620

- Prohibits cities from regulating the transportation, use, carrying, ownership, of knives.
- Police facilities excluded
- May regulate in childcare facility standards
- **Effective: July 1, 2024**

House Bill 638

- Makes changes to Strategic Initiative Grant Program, funding transportation projects
- Now administered by Local Highway Technical Assistance Council (LHTAC) not Idaho Transportation Department (ITD)
- Cites over 50,000 pop. must match 20%
- 60% of funds go to ITD – 40% goes to local gov't
- Local gov't funds split 50-50 between large and small cities
- **Effective: July 1, 2024**

Senate Bill 1247

- Creates process to take person with major neurocognitive disorder, in acute crisis, to emergency room for assessment
- Must be likely threat to themselves or others
- Assessment to determine if undiagnosed medical issue is causing crisis
- **Effective: October 1, 2024**

Senate Bill 1260

- Allows an uncontested city election to be cancelled
 - Only applies to city with less than 100,000 pop.
-
- **Effective: July 1, 2024**

Senate Bill 1291

- Generally, prohibits city from contracting with firm that boycotts fossil fuel, timber, hydro or nuclear power, agriculture, or firearms companies
- Existing provisions regarding boycotting Israel, and contracting with affiliates of abortion providers
- Difficult to enforce with large or out of state entities
- We require a certification that the company meets requirement
- **Effective: July 1, 2024**

Senate Bill 1293

- Rewrites annexation law
- Biggest impact on city-initiated annexations
- Consent threshold goes from 50% of owners to 60% of owners holding 50% of the area
- Reduces size of residential enclaves from 100 to 30
- Enclave must now be surrounded by the city or by land that can't be legally/physically annexed
- Allows annexation of noncontiguous properties located in county pockets
- **Effective: July 1, 2024**

Senate Bill 1303

- Changes threshold for publishing notice of personal service contracts from \$10,000 to \$30,000 annually
- Required notice must be published within 15 days
- Notice includes name of the parties, amount, purpose of contract
- Requirement relocated into other purchasing statutes
- **Effective: July 1, 2024**

Senate Bill 1374

- Places limits on cities ability to lease public property to private entities who may limit carrying concealed weapons
 - Must be for an invitation only event, a commercial event that charges admission, or for other restricted access events
 - Must appear to reasonable person that the public does not have unrestricted access to property.
-
- **Effective: July 1, 2024**

Senate Bill 1403

- Changes Areas of ~~City~~ Impact laws
- Areas of Impact are limited to areas within 2 miles of existing city limits and to areas that are very likely to be annexed within 5 years
- Areas of Impact can't overlap
- Removes negotiation procedure for rules within impact area
- **Effective: July 1, 2024**

Failed - House Bill 390

- Intended to make Attorney General investigate allegations against city elected officers
- Current responsibility of county prosecutor
- Didn't apply to other local elected officials (excluding county)
- Investigation of county officers by county prosecutor is a conflict

Failed - House Bill 492

- Would have allowed collection of impact fees for recreation districts

Failed - House Bill 497

- Intended to prohibit elected city, school district, & highway district officers from also serving in legislature
- Did not apply to other local elected officials
 - Including full-time county officers

Failed - House Bill 506

- Included significant restrictions on cities ability to regulate short term/vacation rentals
- Would have essentially ended local regulation
- Short term rentals can have negative impacts on housing affordability & negative impacts on neighborhoods
- Will be worked on between sessions

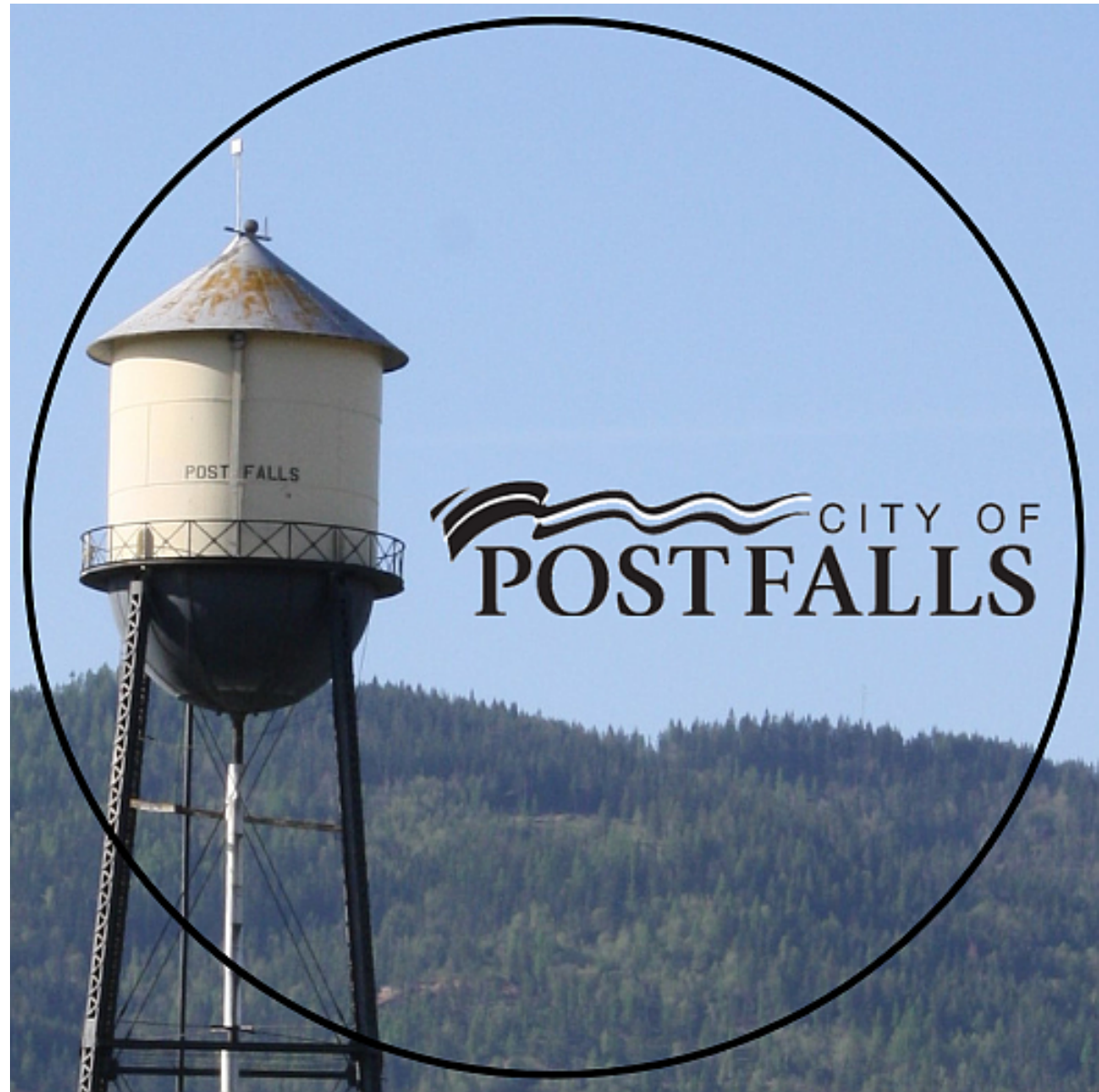
Failed - Senate Bill 1304

- Would have turned all agenda items into public hearings
- Required public comment period before the final decision on each item
- City could limit total amount of comment time and limit speaker time to 2 minutes each
- **but . . .**

Senate Bill 1361

- Requires school districts to take public comment prior to acting on an agenda item
- School districts must allow residents to add agenda items
- School districts can set reasonable standards for comments and adding agenda items
- **Effective: July 1, 2024**

Questions?



**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 4/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: City of Post Falls - Traffic Signal Operations

ITEM AND RECOMMENDED ACTION:

Overview of City of Post Falls traffic signal operations and coordination with ITD signals. This is informative and no specific actions of Council are being requested.

PowerPoint will be uploaded on Thursday

DISCUSSION:

At the March 19, 2024 City Council meeting, a member of the public expressed concerns regarding signal timing on a regional and local basis. The City Council was requested to consider supporting efforts to have the Idaho Transportation Department (ITD) transfer signal timing responsibilities over to local authorities.

The City of Post Falls operates 20 Traffic Signals within the City. ITD operates 19 Traffic Signals within Post Falls, predominantly located along the I-90 interchange ramps, along the I-90 Business Corridor and along SH41. The State of Idaho and City of Post Falls have over 11 Agreements identifying the shared responsibilities for traffic signals, on the State of Idaho Highway System, which affects ownership, maintenance, and operations. In June 2023, the City entered into a Cooperative Construction Agreement with the State of Idaho (ITD) for the construction of the I-90 / SH41 Interchange. This agreement supersedes five (5) previous agreements and consolidates, into one (1) agreement, the responsibilities of the nine (9) ITD Signals for the I-90/SH41 Interchange and along SH41 (Seltice Way to Hayden Avenue). In March 2024, City Staff met with representatives of ITD Headquarters, ITD District 1 (Coeur d'Alene), and City of Coeur d'Alene Staff to discuss the status and effectiveness of current agreements, laying the foundation for potential future consolidation of agreements and modifications in implementation.

Currently, The City works collaboratively with ITD on two (2) roadway corridors that include a mixture of State-owned and City-owned infrastructure: Pleasant View Road comprised of 3-City and 2-ITD signals, with timing controlled by ITD; and Spokane Street comprised of 3-City and 4-ITD signals, with timing controlled by the City.

The City's last major signal timing update was completed in 2014. With the current Transportation Master Planning efforts, the City will be updating the timing for the fourteen (14) City Signals that are not State-owned and the shared corridors of Pleasant View Road and Spokane St. New timing programs are anticipated to be installed during the summer of 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

None