



**CITY COUNCIL
MEETING AGENDA**

**August 6, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Post Falls School District Funding Discussion

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**

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes –July 16, 2024, City Council Meeting
- b. Payables 7/18/24-8/6/24

- c. May Cash and Investments
- d. Prairie Trail Improvement Agreement Addendum #1
- e. North Place East 2nd Addition Subdivision Construction Improvement Agreement

2. PUBLIC HEARINGS

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

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. WRF Biosolids Hopper and Biofilter Modifications Project - Construction Contract Award
- b. Alcoholic Beverage Fees
- c. Spokane Street Rehabilitation – Contract Change Order 1 to Extend Paving Limits

4. NEW BUSINESS

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

ACTION ITEMS:

- a. Fiscal year 2025 budget resolution
- b. Addendum #1 to Development Agreement Point Zone Change (RZNE-0001-2022)
- c. Quarry Sports Complex LWCF Grant Application

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. State Transportation Investment Program Overview

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

- a. Idaho Code 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;

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.



**CITY COUNCIL
MEETING MINUTES**

**July 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. Budget Workshop

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

Deputy City Administrator Warren Wilson and Human Resources Director Janet Best presented on Department Head Comparisons and the FY 25 Budget. For the comparison of the Department Head compensation, ten cities were used based on similar populations to Post Falls and proximity to Post Falls with a similar cost of living. Based on the results, Department Heads were separated into three separate grade levels for a proposed new designation of Grades: 20, 21, and 22. Another piece of this is that the IT Division will be transitioning to an IT Department with a new Department Head, who will be added to these grades (which may be adjusted in time for his position). The Department Head Contracts will be executed going forward using a base template. This ensures that the contracts are in compliance with employment law and are fairly uniform. Some contracts may vary slightly due to the specific position or terms that were negotiated in prior contracts. The fiscal Year 2025 budget is going to be a tough budget year due to escalating costs and decreasing revenues. The decreasing levy rate means less new construction and annexation revenue. Staff recommend a four percent general fund budget increase. For a home assessed at \$650,000, there would be approximately a \$44 increase in property taxes for the year. This is the proposed budget for the hearing in August.

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

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

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

Jacobson: River City Market and Music begins tomorrow, July 17th at Landings Park. This is a six-week event every Wednesday from 5-8 PM. The next Movie in the Park event will feature "Wonka" on Friday, July 26th at Tullamore Park, starting at 7 PM.

- a. Employer Support for the Guard and Reserves - Employer Patriot Award for Bryan Myers

Jacobson: The Employer Patriot Award which was on tonight's agenda has been rescheduled to a future meeting.

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.

Motion by City Council Malloy to remove item 3c Fiscal Year 2025 Budget Resolution from tonight's agenda tonight and bring it back at the next meeting.

Second by City Council Westlund.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Westlund

Motion Carried

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – July 2, 2024 City Council Meeting
- b. Payables 6/28/24 - 7/11/24
- c. Landmark Place Grant of Right-of-Way and Easement for McGuire Rd. File No ANN-0003-2019
- d. Millsap Landing Subdivision Plat Application
- e. Tedder Business Condominiums Plat Application

Motion by City Council Malloy to accept the Consent Calendar as presented.

Second by City Council Westlund.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council

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. Mountain View Bible Church (MVBC) File No. ANN-23-6

Public Hearing Opened at 6:03 PM

Ethan Porter, Associate Planner Presenting: This is the request of Stonehenge on behalf of Mountain View Bible Church to annex approximately 3.6 acres (including the dedicated rights-of-way) into the City with a requested zoning of Limited Commercial (LC) zoning. The property is on the south-east corner of Prairie Avenue and Chase Road. Surrounding current uses are primarily single-family homes. The site is currently a church and a single-family home. The property is in the Central Prairie Focus Area and is within a commercial node on the future land use map. Comprehensive goals and policy alignment for the zone change was reviewed.

Westlund: We don't have a sewer line up there currently. We are waiting on the Fischer Lift Station. Do we know when we are doing that expansion?

Robert Palus, City Engineer: The Water Reclamation Department is looking at doing that Fisher Lift Station and upgrades around 2025-2026, but that is an estimate at this point. In 2022, when we widened some of Prairie Avenue, we put in some sections of that sewer. We need to get it the rest of the way down Chase from Prairie and over to the Fischer Lift Station. We do know it is needed and if this is annexed, some of the right-of-way and easements would help with that project.

Connie Krueger on behalf of the Applicant Presenting: We are located at Chase and Prairie. The property to the left is the developed church. The plan is to expand to the east with the second property. The area is surrounded by Post Falls, so it incorporates a near island into the city. It is consistent with the City's future land use plans. Mountain View Bible Church's vision is to serve the residents of Post Falls. Most of their new membership live within about a mile of the church. They offer support services and programs to their membership. There is a need to expand those offerings and space to do so, as well as parking expansion to the east. Parking for churches is impactful to the surrounding neighborhood, so they want to accommodate that onsite. There is an onsite septic system that cannot accommodate additional use, which is a motivating factor for seeking annexation. The concept drawing of the development plan was viewed. Right-of-way dedication and some issues with those were discussed.

Testimony

In Favor:

Janet Liesenfeld and Tanya Williams, Post Falls (Not wishing to speak).

Russell Livengood, Post Falls (Not wishing to speak). It would be a blessing to help our church grow our community service by granting the zoning and annexation request.

Zach Kemper, Post Falls: I'm one of the Pastors at Mountain View Bible Church. We were founded in Post Falls in 1978. We have been at our current location since 1980. Our recent growth has been primarily from nearby houses. Our current size limitations of our facility are hindering our ability to serve and minister to the people in this area, which is why we are seeking to annex into Post Falls. We are excited about being in the Post Falls area.

Jeffrey Rachoy, Newman Lake: I am the Vice Chairman of the board of elders at Mountain View. We have kids' clubs and summer kids' clubs. They are better attended by community members than even people from our own church. Our church provides a kids' club throughout the school year. This last year we served 160 kids and 81 percent were not people who attend our church regularly. For the past 13 years at Post Falls High School, we go in with the Alive Club and support them and have conversations with them. We also have a Finding Hope support group which supports loved ones who have someone struggling with addiction. We would love the opportunity to be officially part of the Post Falls community.

Neutral:

None

Opposed:

None

Public Hearing Closed at 6:30 PM

Review Criteria

Do you support the annexation of this property?

Walker: I think so, it's a county pocket, and it would be good with the right-of-ways coming in to help connect that sewer.

Malloy, and Ziegler: Yes

Westlund: Yes. This is exactly what our plan recommends.

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

Malloy: It doesn't get more consistent. It is in the commercial node. It meets all the criteria for providing extension of utilities and pedestrian facilities.

Ziegler: Agreed.

Westlund: Limited commercial in a commercial activity node serving nearby residential. It's exactly by the book.

Walker: I agree.

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

Malloy: Yes, its focusing commercial activity along Prairie Avenue. Patterns are going to be well served by the primary and minor arterial.

Ziegler: An additional benefit to this proposal is the activity is already there.

Does the proposed zoning district create a demonstrable adverse impact upon the delivery of services by any political subdivision providing public services within the city?

Malloy: In the case of the acquisition of right-of-way, it actually helps the city with providing the sewer services. The concern is always traffic. There's an existing use. It's just going to expand a bit, but it's not like a commercial shopping center that's going to be in and out all the time. The traffic impact is going to be minimal.

Motion by City Council Malloy to Approve the Mountain View Bible Church File No. ANNX-23-6 and that it be assigned Limited Commercial Zoning.

Second by City Council Walker.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Westlund

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

a. 6th Avenue Stormwater Additional Services Agreement

Craig Borrenpohl, Utilities Manager Presenting: This is the additional services agreement for the 6th Avenue Stormwater project. The City Water Reclamation Division manages our stormwater permit including the requirements of the MS4 Permit. That permit covers anywhere the stormwater enters the Spokane River. The permit requires the city to submit a pollutant reduction activity. The city has selected and submitted activities reducing MS4 area along 6th Avenue. The proposed project removes catch basins which connect storm drains to the Spokane River, it constructs swales within the city right of way and will reduce the overall pollutant load to the 4th Avenue MS4 outfall. The total amount requested is \$71,500, which will be funded through the 6th avenue Stormwater Project Budget. The construction contract will be brought back for approval by council. This services agreement is for engineering, design, and bidding primarily.

Westlund: Will this have any negative impacts for the property owners on this street?

Borrenpohl: We need to finalize the design, but essentially, what we'd be looking to do is, the right of way includes flat grassy areas. We would be excavating that down, allowing for some infiltration storage. Looking at the existing use of the area, most individuals just have their swales as regular grass, so we wouldn't really be changing that use much. It is city right of way, so we do have rights to make those changes.

Westlund: Do we already have curbs installed along that road?

Borrenpohl: We do.

Westlund: Do we have to take those out as part of it?

Borrenpohl: We don't.

Motion by City Council Malloy to Approve the 6th Avenue Stormwater Additional Services Agreement.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council

- b. Tiny Home Performance Standards Ordinance (TA-23-2)

Motion by City Council Malloy to place the ordinance Tiny Home Performance Standards Ordinance (TA-23-2) on its first and only reading by title only while under suspension of the rules.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Westlund
Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.12.010 DEFINITIONS; PROVIDING FOR A NEW CODE SECTION 18.24.034 TITLED TINY HOME RESIDENTIAL PERFORMANCE STANDARDS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

Motion by City Council Malloy to Approve the Ordinance Tiny Home Performance Standards (TA-23-2) and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Westlund
Motion Carried

- c. Fiscal year 2025 Budget Resolution

This item was removed from this agenda by a vote during amendments to the agenda.

- d. 12th Avenue Forcemain – Over Excavation Change Order #4

Andrew Arbini, Public Works Projects Division Manager Presenting: We are requesting and recommending approval of change order four for the 12th Avenue Forcemain Project for over excavation. The forcemain is about one mile long from highway 41 to Sugar Maple Lane, with both a 12 and 16 inch line. Current progress to date is about fifty percent complete of both forcemains. They are nearing the Cecil intersection. There has been overall success with the public and traffic along this corridor. At the start of the project, the contractor potholed known utility crossings identified in the design plans, which revealed conflicts. Staff found that installing pipes below the conflicting utilities was the best solution. The total request for this change order is \$283,730, which is in addition to the remaining contingency. Even with the change order adding 21 contract days, we still anticipate the project to be complete by the end of this summer construction season.

Malloy: Are the utility maps being updated with the current depths and locations?

Arbini: That is always the goal. When we close out our projects, we get a set of record drawings that reflect what was done in the field. That is also updated in our GIS system. This is one phase of several phases and we are learning a few things and will hopefully spend additional time in the

future projects to explore the utilities additionally.

Ziegler: The engineers' budget for this project was about \$3 million, but the low bid was \$1.2 million, so was the budgeted amount we have allocated for this from the engineers' estimate?

Arbini: Correct. This project was budgeted in the FY24-25 budget. When we are putting together those budgeted requests, they are conservative estimates. We were pleasantly surprised to find the bids at this level for this project. We still kept the original \$3 million budgeted amount despite the lower bid.

Ziegler: So that money already there?

Arbini: Correct. This change does not impact future projects' ability to complete other capital wastewater projects.

Motion by City Council Malloy to Approve the 12th Avenue Forcemain – Over Excavation Change Order #4.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Westlund

Motion Carried.

- e. Title 18 and 18A Housekeeping Ordinance (TA-24-1)

Motion by City Council Malloy to place the Ordinance Title 18 and 18A Housekeeping (TA-24-1) on its first and only reading by title only while under suspension of the rules.

Second by City Council Westlund.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Westlund

Motion Carried

AN ORDINANCE AMENDING SECTIONS OF TITLE 18 ZONING, THE MUNICIPAL CODE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO; AMENDING 18.20.130 – SITE PLAN REVIEW; AMENDING 18A.20.070 – BUILDING CONFIGURATION; PROVIDING SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE BY SUMMARY AND PROVIDING AN EFFECTIVE DATE.

Motion by City Council Malloy to Approve the Ordinance Title 18 and 18A Housekeeping (TA-24-1) and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by City Council Westlund.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Westlund

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

- a. Engineering Services Agreement for the Seltice Way Rehabilitation and Pipeline Project

Andrew Arbini, Public Works Projects Division Manager Presenting: This is a new project, Seltice Way Rehabilitation and Pipeline Project. This is an engineering services agreement with JUB Engineers. The project limits are Chase Road and McGuire Road. The current pavement condition is poor to fair. Interim repairs and patching have provided a temporary fix. There was a 2020 Geotechnical analysis to evaluate the current condition. This project was budgeted as a capital improvement project in both the FY 24 and 25 budgets. This project was identified in the WRF Headworks Feasibility Study report for the pipeline installation. The estimated total project cost is \$10 million, budgeted primarily between Wastewater and Streets Capital Improvement funds. The agreement tonight is for a design analysis of the roadway repair extent. The engineering agreement is for \$742,700. There is a Management Reserve to be used as a contingency in the amount of \$108,900. The total request tonight is \$851,600. JUB would have the completed design and bid ready documents by Spring of 2025.

Ziegler: What's the age of that roadway now?

Arbini: I know that we have done chip seal improvements over the years.

Rob Palus, City Engineer: The original concrete is probably from the 1930s. The more recent asphalt is from the 1990s with an Urban Renewal Project.

Arbini: I've heard somewhere along the line in 1980 the craven seed of the concrete roadway occurred then resurfacing over the years with layer and layers. That's part of the issue. There's delamination of those layers.

Malloy: I like that this project kills two birds with one stone because we need to be able to use the re-use property, hopefully, later than sooner, to meet our permits. It's important to get that in. Getting it all done at once makes sense.

Motion by City Council Malloy to Approve the Engineering Services Agreement for the Seltice Way Rehabilitation and Pipeline Project.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Westlund

Motion Carried

5. CITIZEN ISSUES

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None

6. ADMINISTRATIVE / STAFF REPORTS

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None

7. MAYOR AND COUNCIL COMMENTS

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

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 City Council Malloy 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 that the session will last approximately eight and a half minutes.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Westlund

Motion Carried

Executive Session Entered at 7:06 PM

Executive Session Exited at 7:18 PM

RETURN TO REGULAR SESSION

ADJOURNMENT

Adjourned at 7:19 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.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables 7/18/24-8/6/24

ITEM AND RECOMMENDED ACTION:

Check Run 8.6.24

DISCUSSION:

Check Run 8.6.24

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

2414820.82

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run 8.6.24
2. Hand Checks Check Run 8.6.24

Post Falls Check Approval



City of Post Falls

Packet: APPKT13352 - Check Run 8/6/24
Vendor Set: 01 - Vendor Set 01

Check Date: 7/30/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Dept: 411 Mayor & Council					
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	69781	Connect 4 Lunch Tickets 2024 City BBQ	001-411.0000.64010	50.00
Dept 411 Total:					50.00
Dept: 412 Information Systems					
D070	Dell Marketing LP				
APMWB	Check	10761075567	Dell XPS laptop	001-412.0000.80010	2,301.26
		10754241868a	06-2024 Workstation refresh	001-412.0000.80010	2,220.44
Dept 412 Total:					4,521.70
Dept: 414 Finance					
A510	AIC - Association of Id Cities				
APMWB	Check	12671	ICCTFOA Membership for Shannon, Rhiann	001-414.0000.62060	45.00
A4280	Alpine Summit CPAs				
APMWB	Check	12076	Audit Fees for FY 2023	001-414.0000.62091	8,225.00
B091	BDS				
APMWB	Check	95148	Delinquency Notices	001-414.1445.62170	337.42
		95519	Utility Billing	001-414.1445.62170	5,882.87
		94980		001-414.1445.62170	5,873.31
		95519		001-414.1445.62190	3,911.02
		95148	Delinquency Notices	001-414.1445.62190	3,931.83
		95132	Credit for UB statements mailed late	001-414.1445.62190	176.70
Dept 414 Total:					24,618.95
Dept: 415 City Clerk					
A510	AIC - Association of Id Cities				
APMWB	Check	12671	ICCTFOA Membership for Shannon, Rhiann	001-415.0000.62060	90.00
C291	Coeur d' Alene Press				
APMWB	Check	0000025128-07062	Ordinance 1512 Publication	001-415.0000.62000	100.40
Dept 415 Total:					190.40
Dept: 418 Human Resources					
A1190	A Drug Free Alliance				
APMWB	Check	91506	Drug Testing	001-418.4000.72070	55.00
		91221		001-418.4000.72070	55.00
Dept 418 Total:					110.00
Dept: 421 Police					
R04500	1-800-Radiator				
APMWB	Check	18036454	PFPD115 Radiator	001-421.0000.67100	140.00
A0690	AccessData Corp				
APMWB	Check	11004522	PD Shredding Services	001-421.0000.68010	71.86
A600	Awards Etc.				
APMWB	Electronic Funds Transf	35635	Plaque for Laura	001-421.0000.63060	35.00
		35588	10 Years of Service Award - Sanicola	001-421.0000.63060	70.00
VEN14572	Axon Enterprise, Inc				
APMWB	Electronic Funds Transf	INUS264130	PD Pro License Bundle	001-421.0000.62040	1,263.60
B160	Body By Scotty Towing				
APMWB	Check	45713	Repairs for PFPD140	001-421.0000.67170	2,455.26
VEN14905	Car Wash Plaza				
APMWB	Check	1179	PD Car Washes - June	001-421.0000.67170	100.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
VEN14145	Charter Communications				
APMWB	Check	228876901070124	Substation Internet	001-421.0000.65030	114.99
C220	Coleman Oil Co				
APMWB	Check	CP-0150341	PD Gasoline	001-421.0000.64030	5,659.80
		CP-0145679		001-421.0000.64030	-4,832.69
VEN14680	DataWorks Plus, LLC				
APMWB	Check	24-1296	Yearly Service Contract Livescan	001-421.0000.66043	1,763.02
D070	Dell Marketing LP				
APMWB	Check	10761370612	Polygraph - Latitude 3550	001-421.0000.66044	1,014.54
		10761177460	Records Kiosk machine	001-421.0000.66044	1,268.95
		10761863802	PD MDC Computer Dell Laptop Retro Fit	001-421.0000.66044	51,137.70
VEN01195	Empire Insignias				
APMWB	Check	2407174	PD Uniform Patches	001-421.4000.72000	232.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	028424336	New Hire Equipment - Mace, Crone	001-421.0000.67020	21.05
		028414288	New Hire Equipment - Mace Holder, Crone	001-421.0000.67020	40.98
		028402564	New Hire Equipment - Crone	001-421.0000.67020	71.76
		028436973	PD Uniforms - Harmon	001-421.4000.72000	269.66
I153	Idaho State Police				
APMWB	Check	IN2980	Quarterly ILETs Fees	001-421.0000.67310	18,762.50
VEN01329	iWorQ Systems				
APMWB	Check	204032	PD Annual Software Managment & Support	001-421.0000.62040	500.00
VEN07726	Jon Dekeles				
APMWB	Check	071524	Chaplain Stipend - June 2024	001-421.0000.62370	100.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5005252	PFPD92 SL-N-TEEs	001-421.0000.67100	24.95
K112	Kootenai County Treasurer				
APMWB	Check	348085	Property Tax PIN: PCELL0278171	001-421.0000.65110	5.97
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11332455	911 Interpretation Services	001-421.0000.62040	344.15
VEN14850	Legacy Heating and Cooling				
APMWB	Check	20174831	HVAC Service for Blossom Mtn Tower	001-421.0000.68010	593.75
L070	LexisNexis Matthew Bender				
APMWB	Check	4184291X	Idaho Code Book Updates	001-421.0000.63010	570.24
		41885651	Idaho Court Rules Updates	001-421.0000.63010	81.10
M0613	MdE, Inc.				
APMWB	Check	9896	PD ADORE Software	001-421.0000.62040	830.00
VEN14732	MP Antenna LTD, LLC				
APMWB	Check	INV0148388	PD MDC Retrofit upgrade MP Antennas	001-421.0000.66044	5,154.31
N001	Napa Auto Parts				
APMWB	Check	3688-299858	Warranty return, Core Deposit	001-421.0000.67100	-118.14
		3688-299571	Warranty return, core deposit	001-421.0000.67100	-302.84
		3688-299858	Warranty return, Core Deposit	001-421.0000.67100	-120.54
		3688-301450	PFPD119 Compressor	001-421.0000.67100	387.31
		3688-299858	Warranty return, Core Deposit	001-421.0000.67100	-18.00
		3688-300427	PFPD Stock - Tire Reps	001-421.0000.67100	51.21
		3688-301936	PFPD Stock - Loom-Split Polys	001-421.0000.67100	34.00
		3688-301359	PFPD Stock - AC Clean Flush	001-421.0000.67100	23.98
		3688-301495	PFPD Tool - Thermometer Dials	001-421.0000.67100	19.85
		3688-301935	PFPD Stock - Loom-Split Polys	001-421.0000.67100	60.10
		3688-301888	PFPD117 MAF Sensor	001-421.0000.67100	96.52
		3688-301859	PFPD120 Fuel Pressure Sensors	001-421.0000.67100	140.25
		3688-301860	PFPD115 Fuel Pressure Sensors	001-421.0000.67100	140.25
		3688-300540	PFPD115 - Battery & Core Deposit	001-421.0000.67100	140.88
		3688-301436	PFPD Stock - Fuel Pressure Sensors	001-421.0000.67100	280.50
		3688-301737	PFPD Stock - Loom-Split Polys	001-421.0000.67100	19.04
		3688-302012	PFPD109 Battery & Core Deposit	001-421.0000.67100	140.88
		3688-301363	PFPD Stock - Refrigerant Filter	001-421.0000.67100	8.98
		3688-301454	PFPD119 - Refrigerant Filter	001-421.0000.67100	4.49
		3688-297822	Return of belt purchased on 3688-297767	001-421.0000.67100	-17.75
		3688-302355	Core Deposit credit - to inv# 3688-302012	001-421.0000.67100	-18.00

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			3688-300710	PD Core Deposit	001-421.0000.67100	-136.14
				3688-297728	Warranty return & Core Deposit 3688-22933	001-421.0000.67100	-136.14
				3688-299858	Warranty return, Core Deposit	001-421.0000.67100	-18.00
				3688-300491	PFPD Stock - Gumout Carb Choke	001-421.0000.67100	9.98
				3688-301739	PFPD Stock - Loom-Split Polys	001-421.0000.67100	44.50
				3688-301437	PFPD115 - Fuel Pressure Sensors	001-421.0000.67100	140.25
V040	ODP Business Solutions						
APMWB	Check			373431949001	Office Supplies- PD	001-421.0000.63060	3.88
				373426042001		001-421.0000.63060	140.10
VEN04570	Premier Vehicle Installation, Inc						
APMWB	Check			43796	Power Cords for PD Retrofits	001-421.0000.90020	396.93
P4384	Proforce Law Enforcement						
APMWB	Check			552741	Tasers	001-421.0000.67020	8,376.00
VEN14880	Public Safety Testing, Inc						
APMWB	Check			2024-672	PD Applicant Testing Portal, April - June 2020	001-421.0000.62040	675.00
VEN07943	Retail Acquisition & Development, Inc						
APMWB	Check			9002485497	PD Batteries	001-421.0000.63130	110.45
S0760	Seltice Laundry						
APMWB	Check			8/241	PD Car Wash Usage	001-421.0000.67170	14.62
R251	Serights Ace Hardware						
APMWB	Check			357501/1	PD Silicone for Tower Repair	001-421.0000.63060	7.73
S285	Spalding Auto Parts						
APMWB	Check			2131332	PFPD121 Core Return	001-421.0000.67100	-50.00
VEN12205	SpectraSite Communications, LLC						
APMWB	Check			4610624	Herborn Tower Rent	001-421.0000.62040	676.08
VEN14751	Tetiri, LLC						
APMWB	Check			46	Substation July Rent	001-421.0000.62040	1,480.50
VEN14902	The Bunker Tri-Cities LLC						
APMWB	Check			INV/2024/00769	PD Uniforms - Roach Jumpsuit	001-421.4000.72000	485.24
T0030	T-Mobile USA						
APMWB	Check			997252888 052024	T-Mobile Control Center - May	001-421.0000.65030	748.40
				997252888 062024	T-Mobile Control Center - June	001-421.0000.65030	748.40
W181	Western States Fire Protection						
APMWB	Check			WSF618327	PD Annual Fire Alarm Inspection	001-421.0000.68010	590.00
				WSF618283	PD Annual Sprinkler Inspection	001-421.0000.68010	590.00
VEN14328	ZaccWorks						
APMWB	Check			2024-0717A	PD Monthly Website Maintenance	001-421.0000.62370	125.00
				2024-0717B	PD Monthly Server Maintenance	001-421.0000.62370	135.00
VEN03255	Ziply Fiber						
APMWB	Check			208-170-0197-1010	Substation Space Rent	001-421.0000.65030	423.50
				208-197-1077-0524	Internet Connection	001-421.0000.65030	435.00
				208-197-1085-0524	PD Ethernet	001-421.0000.65030	447.00
				208-197-1077-0524	PD Internet Connection	001-421.0000.65030	551.00
				208-197-1085-0524	PD Ethernet	001-421.0000.65030	551.00
				208-197-0075-0408	PD Phones	001-421.0000.65030	834.20
				208-197-1263-0426	PD Internet	001-421.0000.65030	616.00
				208-773-3518-0620	PD Phones	001-421.0000.65030	297.06
				208-777-7569-0714	PD Wifi	001-421.0000.65030	77.72
				208-197-1699-0602	Substation Internet	001-421.0000.65030	312.00
				208-773-3415-0613	PD Elevator Line	001-421.0000.65030	50.09
Dept 421 Total:							108,569.77
Dept: 424 Legal							
C220	Coleman Oil Co						
APMWB	Check			CP-0143074	June 2024 Fuel usage	001-424.0000.64030	85.64
VEN14845	Smith & Malek, PLLC						
APMWB	Check			50596	City of PF vs Hwy 41 Borrow Pit	001-424.0000.62040	2,634.08
Dept 424 Total:							2,719.72
Dept: 427 Animal Control							
C220	Coleman Oil Co						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	CP-0145679	PD Gasoline	001-427.0000.64030	-236.19
Dept 427 Total:					-236.19
Dept: 431 Streets					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	96471	Hose for Water truck	001-431.0000.68130	13.79
A365	American On-Site Services				
APMWB	Check	132640	Streets monthly port-a-john cleanout	001-431.0000.68130	156.00
A497	Arrow Construction Supply, Inc				
APMWB	Check	404318	Square Point Shovel	001-431.0000.67090	171.58
		406190	Crafco Road Saver 211 & Shovels	001-431.0000.67090	69.14
		37508	Return of incorrect product - inv# 406190	001-431.0000.68130	-3,960.00
		404316	White Marking paint	001-431.0000.68130	75.14
		405356	Fuel shutoff valve for compactor	001-431.0000.68130	97.64
		406190	Crafco Road Saver 211 & Shovels	001-431.0000.68130	3,960.00
VEN05261	CDA PAVING				
APMWB	Check	97071	Dumping Asphalt & Concrete	001-431.0000.68130	181.20
		96511	Dumping Asphalt/Gravel Mix	001-431.0000.68130	27.11
		97273	Dumping Asphalt/gravel mixed	001-431.0000.68130	100.00
		97483	Dumping - Asphalt/Gravel mix	001-431.0000.68130	25.00
		96511	Dumping Asphalt/Gravel Mix	001-431.0000.68130	125.00
		96812	Dumping Asphalt/Gravel mix	001-431.0000.68130	51.44
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1328884	June Background Checks	001-431.0000.62080	76.99
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-431.0000.64030	5,360.43
C3818	Cooper Fabrication, Inc.				
APMWB	Check	28126	Wheels for Loader Plow Blade	001-431.0000.63525	82.50
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-574109CR	48892-CR 6/27/2024	001-431.0000.68090	-403.00
		4-580061	2024 Durapatcher Oil	001-431.0000.68090	715.00
		4-578180		001-431.0000.68090	507.00
VEN01373	Intermountain Sign & Safety				
APMWB	Check	19006	30x8 & 18X8 Aluminum Blank	001-431.0000.63260	16.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	978332	SP 100 1/2" PG 70/28 17"	001-431.0000.68130	254.32
K100	Kootenai County Solid Waste				
APMWB	Check	10-322216/10-2959	Disposal of old tires	001-431.0000.68150	19.60
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Electronic Funds Transf	T206112024FC-2	ATSSA Flagger Certification - Shawn R & St	001-431.0000.64020	80.00
N001	Napa Auto Parts				
APMWB	Check	3688-300485	Spark plugs - Asphalt Cutter	001-431.0000.68130	14.27
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	47426	2024 Chip/Fog Seal	001-431.0000.68110	615,053.45
		9425	Asphalt for paving	001-431.0000.68130	268.62
		9397	Pothole Repair & patchwork on Mullan Avenue	001-431.0000.68130	2,641.10
		9325	Asphalt for Catherine St & 22nd Ave	001-431.0000.68130	2,788.88
VEN14929	Rojo Ink				
APMWB	Check	071024JT1	Street Dept Patch Reorder	001-431.4000.72000	750.00
		070924JT1	Application of patch for Doug Patterson	001-431.4000.72000	17.00
R251	Serights Ace Hardware				
APMWB	Check	357563/1	Propane	001-431.0000.68100	15.08
		357206/1		001-431.0000.68100	22.62
		357072/1		001-431.0000.68100	19.14
		357311/1		001-431.0000.68100	17.11
		357157/1	Propane & Torch	001-431.0000.68100	84.02
		357255/1	Propane	001-431.0000.68100	16.53
		356944/1		001-431.0000.68100	23.78
		357025/1		001-431.0000.68100	22.91
		357000/1	Propane & Spark Torch	001-431.0000.68100	24.08
		356747/1	Propane	001-431.0000.68100	38.57

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	356638/1	Propane	001-431.0000.68100	9.86
		357230/1	31-150 Starter Rope	001-431.0000.68130	2.49
		357483/1	Hitch Pin	001-431.0000.68130	5.90
		357434/1	Aluminum Tube	001-431.0000.68130	15.29
		356783/1	Propane	001-431.0000.68130	24.07
		357232/1	Mailbox, numbers	001-431.0000.68130	35.97
		357148/1	String, twine, WD40, earplugs	001-431.0000.68130	91.98
		356975/1	Vinyl tubing	001-431.0000.68130	1.71
		357438/1	Exchanged item from inv# 357434/1	001-431.0000.68130	-3.60
S140	Sherwin Williams				
APMWB	Check	3537-1	Contractor ProConnect Replacement Cartrid	001-431.0000.68100	78.43
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240112552-00	Screws washers nuts	001-431.0000.63260	20.53
		240113724-00	Hex Cap Screws	001-431.0000.63260	28.37
		240112552-01	Zinc screws and washers	001-431.0000.63260	97.65
VEN14310	US Fleet Tracking LLC				
APMWB	Check	474065	Monthly vehicle tracking	001-431.0000.66016	569.05
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354110-023	Spokane Street Rehab Welch Invoice June 2001	431.1811.95040	5,982.21
W095	Welding Fabrication Services				
APMWB	Check	25043	Single button remotes for gate	001-431.0000.68130	470.40
Z026	Ziegler Lumber Co #017				
APMWB	Check	739030	2x4 for concrete forms	001-431.0000.68150	36.30
Dept 431 Total:					637,085.65
Dept: 432 Public Works Administration					
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-432.0000.64030	37.28
VEN14427	Pacific Northwest Clean Water				
APMWB	Check	97	Beacham Complete PNCWA 2024 Registrati	001-432.0000.64020	600.00
Dept 432 Total:					637.28
Dept: 433 Facility Maintenance					
VEN04619	Advanced Hot Wash				
APMWB	Check	2034	CH window washing	001-433.0000.68015	2,136.00
C185	Chemsearch				
APMWB	Check	8757051	Cooling tower CH	001-433.0000.68030	638.27
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-433.0000.64030	82.22
P310	Platt Electric Supply				
APMWB	Check	7z12460	batteries	001-433.0000.63730	171.22
R251	Serights Ace Hardware				
APMWB	Check	357260/1	cleaning supplies	001-433.0000.63150	12.58
		357089/1	maintenance supplies	001-433.0000.63730	62.80
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	527842	paper supplies CH and PD	001-433.0000.63140	575.21
		527843	cleaning supplies CH and PD	001-433.0000.63150	319.90
Dept 433 Total:					3,998.20
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	96766	Manulli hydraulic hoses - S225	001-434.0000.63011	415.46
VEN14966	ARG Industrial				
APMWB	Check	H000617	3/4 Pipe Double Beta Clap - S349	001-434.0000.63011	21.84
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4197378783	Fleet Laundry & Rug Service	001-434.0000.63160	67.37
		4200210474	Fleet laundry & Rug Service	001-434.0000.63160	67.37
		4198072598	Fleet Laundry & Rug Service	001-434.0000.63160	77.42
		4198788918	Fleet Uniform Laudnry & Rug Service	001-434.0000.63160	67.37
		4199512828	Fleet Laundry & Rug Service	001-434.0000.63160	77.42
C220	Coleman Oil Co				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-434.0000.64030	379.95
C3090	Columbia Electric Supply				
APMWB	Check	1120-1018572	Cable ties	001-434.0000.63011	10.75
				001-434.0000.63012	10.75
				001-434.0000.63013	9.22
C3818	Cooper Fabrication, Inc.				
APMWB	Check	28339	Fabrication of brackets for Arrow light bar	001-434.0000.67170	884.00
VEN09289	Emerald Services, Inc				
APMWB	Check	94758186	Antifreeze recycling	001-434.0000.65113	40.00
VEN03826	FMI Equipment				
APMWB	Check	SPK-1010882	Throttle Control - P470	001-434.0000.63012	25.05
		SPK-104679	Sublet repair of Mower P472	001-434.0000.67170	1,399.17
G1381	Grizzly Glass Centers				
APMWB	Check	H0163792	Repair windshield - S220	001-434.0000.67170	180.00
VEN14707	Metro Express Carwash				
APMWB	Check	INV0090	June Car Washes	001-434.0000.68014	10.00
		INV0093		001-434.0000.68014	230.00
N001	Napa Auto Parts				
APMWB	Check	3688-301360	Filter stock	001-434.0000.63011	26.06
		3688-302847	Fuse Holder	001-434.0000.63011	26.48
		3688-301887	battery - S208	001-434.0000.63011	253.28
		3688-303538	Minature Light Bulbs	001-434.0000.63011	8.80
		3688-300526	Fuse - S129	001-434.0000.63011	5.72
		3688-299972	Air Filters - P476	001-434.0000.63012	25.22
		3688-302847	Fuse Holder	001-434.0000.63012	26.48
		3688-301360	Filter stock	001-434.0000.63012	26.05
		3688-301858	Circuit Breaker - P129	001-434.0000.63012	38.39
		3688-301272	plug tap - P474	001-434.0000.63012	4.50
		3688-302847	Fuse Holder	001-434.0000.63013	22.70
		3688-301360	Filter stock	001-434.0000.63013	22.33
		3688-301887	battery - S208	001-434.0000.67090	-100.51
		3688-302532	Sawzall & blades	001-434.0000.67090	223.99
		3688-301314	Cleaning cloths - F101	001-434.0000.67120	18.93
		3688-301777	High Foaming Car Wash	001-434.0000.68014	9.45
N0991	Norco Inc				
APMWB	Check	41250109	Pre-moistened lens wipes	001-434.0000.67120	22.28
N107	Norlift Inc				
APMWB	Electronic Funds Transf	45026370	Service/repair - S345	001-434.0000.67170	890.38
P180	Perfection Tire				
APMWB	Check	1076029	Tire repair - S612	001-434.0000.67210	188.48
		1076196	Lawn Mower Tire Flat Repair - Parks	001-434.0000.67210	330.20
R060	Ragan Equipment Co.				
APMWB	Check	01-146900	Parts & Technical manuals - P477	001-434.0000.63012	493.38
R190	Robideaux Motors Co., Inc.				
APMWB	Check	40530	Fuse Retainers	001-434.0000.63012	93.18
VEN07942	RWC International LTD				
APMWB	Check	XA106080557 01	Air Cleaner Cover - R200	001-434.0000.63012	132.20
R251	Serights Ace Hardware				
APMWB	Check	357392/1	bolts to install arrow boards	001-434.0000.63011	30.59
		357018/1	Gorilla Glue	001-434.0000.67120	6.83
S285	Spalding Auto Parts				
APMWB	Check	2156905	Door handle - S123	001-434.0000.63011	63.00
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240112147-00	Brake Cleaner	001-434.0000.63011	20.17
				001-434.0000.63012	20.17
				001-434.0000.63013	17.29
T106	Titan Truck Equipment				
APMWB	Check	1370086	Supplies, labor, misc shop cost - S128	001-434.0000.67170	297.30
		1371608	install D-rings on floor of dump body - P200	001-434.0000.67170	362.33
		1368098	UF104 Upfit	001-434.0000.90010	5,032.87
		CM0005060	Credit for Truck bed take off - inv# 1368094	001-434.0000.90010	-544.50

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			1372656	Credit for Take Off truck bed - inv# 1368100	001-434.0000.90010	-544.50
Dept 434 Total:							11,522.66
Dept: 441 Urban Forestry							
VEN14377	Affordable Stump Grinding						
APMWB	Check			1487	Stump Grinding Service	001-441.0000.62040	240.00
C220	Coleman Oil Co						
APMWB	Check			CP-0143074	June 2024 Fuel usage	001-441.0000.64030	910.28
P4835	ProPrint						
APMWB	Check			65765	Door Hanger Notices	001-441.0000.63210	340.00
R251	Serights Ace Hardware						
APMWB	Check			357093/1	Rakes & Hammer	001-441.0000.67090	137.75
Dept 441 Total:							1,628.03
Dept: 442 Cemetery							
C220	Coleman Oil Co						
APMWB	Check			CP-0143074	June 2024 Fuel usage	001-442.0000.64030	278.92
VEN05363	North 40 Outfitters						
APMWB	Check			047555/E	Jacket/Hats	001-442.4000.72000	177.99
N210	Northland Nursery						
APMWB	Check			220000053867	Dirt for Cemetery	001-442.0000.68170	132.00
				220000053828	Wood Waste	001-442.0000.68170	201.60
P4835	ProPrint						
APMWB	Check			65779	Business Cards	001-442.0000.63060	46.00
R251	Serights Ace Hardware						
APMWB	Check			357156/1	roto bits	001-442.0000.67090	21.58
A565	SiteOne Landscape Supply, LLC						
APMWB	Check			1439812321-001	1" valve	001-442.0000.68230	21.61
				144312095-001	swale sprinklers	001-442.0000.68230	189.15
VEN07745	Wilbert Funeral Services						
APMWB	Check			mm22285	Luscher memorial	001-442.0000.63760	422.00
				mm24273	Jandt	001-442.0000.63760	192.00
				mm24272	Chichoke	001-442.0000.63760	192.00
Dept 442 Total:							1,874.85
Dept: 443 Parks							
A365	American On-Site Services						
APMWB	Check			I33034	Singing Hills Portable Restroom	001-443.0000.65050	20.58
				I33167	Tullamore Portable Restrooms	001-443.0000.65050	315.00
VEN14924	Angler Fencing and Construction, LLC						
APMWB	Check			02.06.24	Fence Rental for Woodbridge Renovation	001-443.0000.63530	2,355.20
VEN14808	Ardurra Group, Inc						
APMWB	Electronic Funds Transf			220689-6	Q'emiln Well Improvements Design & Projec	001-443.1658.62330	5,920.00
A017	A-Tec, Inc.						
APMWB	Check			6315	Service to Tullamore lock system	001-443.0000.67050	552.46
VEN10155	Bill's Heating Air Appliance Repair, LLC						
APMWB	Check			30841757	Repair A/C at Black Bay depot	001-443.0000.67050	450.00
VEN14933	Brightly Software, Inc						
APMWB	Electronic Funds Transf			INV-240026	Asset Essentials Connector Training	001-443.0000.80030	1,340.45
VEN07913	CANNON HILL						
APMWB	Check			40250	Demolish the Cecil House	001-443.0000.62040	38,000.00
C280	Coeur d'Alene Power Tool						
APMWB	Check			2-266802	Blades for Saws	001-443.0000.67090	22.00
C220	Coleman Oil Co						
APMWB	Check			CP-0143074	June 2024 Fuel usage	001-443.0000.64030	4,005.82
F020	Fastenal Company						
APMWB	Check			IDCOE203323	Traffic Cones	001-443.0000.63260	3,018.92
				IDCOE196824	Return a charger	001-443.0000.66190	-270.20
				IDCOE203614	Hardware for Stock	001-443.0000.67030	7.13
				IDCOE201875		001-443.0000.67030	19.73
				IDCOE203184		001-443.0000.67030	35.88

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14388	Glenrose Service Inc				
APMWB	Electronic Funds Transfr	34230	Install Drinking Fountain at Tennis Courts	001-443.0000.62180	860.00
H003	H.D. Fowler Company				
APMWB	Check	16746051	Solvent for Woodbridge	001-443.0000.94180	264.40
H1957	Horizon				
APMWB	Electronic Funds Transfr	2S214512	Weedeater Heads	001-443.0000.66190	197.94
		2S216102	Solenoid Assemblies for City Hall	001-443.0000.68230	287.88
		2S215825	Controller w/Solenoid for Syringa	001-443.0000.68230	377.49
K100	Kootenai County Solid Waste				
APMWB	Check	10-30289/10-37909	General Refuse	001-443.0000.65050	24.70
VEN02005	Matheus Lumber Company				
APMWB	Check	67694014	Decking T & G for Woodbridge Project	001-443.0000.94180	4,510.10
N001	Napa Auto Parts				
APMWB	Check	3688-304283	Right Stuff grey	001-443.0000.66190	14.76
P310	Platt Electric Supply				
APMWB	Check	5H74632	Junction Box for Q'emiln	001-443.1658.62330	63.93
		5H81332	LED Bulbs for Q'emiln	001-443.1658.62330	160.00
VEN14974	Randell Eugene Taylor				
APMWB	Check	06.27.24	Damage Claim Payment	001-443.0000.67050	151.67
R1691	River City Paint & Decorating				
APMWB	Check	56719	Paint for tables	001-443.0000.68160	227.85
		56756	Paint	001-443.0000.68160	303.80
		56748	Paint for Parks	001-443.0000.68160	340.65
		56871	Paint for Woodbridge	001-443.0000.94180	239.95
S0760	Seltice Laundry				
APMWB	Check	8/240	Car Wash	001-443.0000.63150	11.81
R251	Serights Ace Hardware				
APMWB	Check	356993/1	Water Cooler for Mower Crew	001-443.0000.63110	28.49
		357276/1	Water Coolers for the Trucks	001-443.0000.63110	56.98
		357321/1	Wire & Clamps for Mower	001-443.0000.66190	13.22
		357205/1	Gorilla Tape & Duct Tape	001-443.0000.67030	39.57
		357171/1	Washers for Shop	001-443.0000.67030	13.04
		357454/1	Hardware for South Side	001-443.0000.67030	3.95
		357246/1	Plastic White Bucket	001-443.0000.67030	30.18
		357163/1	Wire Cutters	001-443.0000.67090	17.09
		357409/1	Marking Paint	001-443.0000.68160	26.70
		357447/1	Wasp Spray	001-443.0000.68220	56.92
		356797/1	Faucet Kit for Shop Sink	001-443.0000.68250	152.99
		357537/1	Stem Assembly for Shop Faucet	001-443.0000.68250	13.49
		357494/1	Roofing Sealant for Woodbridge	001-443.0000.94180	16.18
		357079/1	Caulk for Woodbridge Project	001-443.0000.94180	26.08
		357128/1	Hardware for Woodbridge Project	001-443.0000.94180	25.51
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	144045670-001	Solenoid for Syringa Park	001-443.0000.68230	96.97
		143826056-001	Irrigation for South Parks	001-443.0000.68230	7.54
		143615863-001	Irrigation parts for North Parks	001-443.0000.68230	14.78
		144066012-001	Irrigation Parts for City Hall	001-443.0000.68230	54.04
		144290116-001	Pump hose & Solenoid for Woodbridge	001-443.0000.94180	159.11
		144030957-001	Irrigation Parts for Woodbridge Project	001-443.0000.94180	135.25
		143345092-001	Irrigation parts for Woodbridge	001-443.0000.94180	31.41
		144290045-001	Irrigation Return for Woodbridge	001-443.0000.94180	-632.43
C606	Sun Rental Post Falls				
APMWB	Check	490142-01	Tractor Rental for Rough Area Mowing	001-443.0000.67070	2,887.50
T106	Titan Truck Equipment				
APMWB	Check	1368094	P139 Upfit	001-443.0000.90010	23,316.46
U040	United Electrical				
APMWB	Check	22815	Lighting installation for Woodbridge	001-443.0000.94180	1,222.12
		22780	Electrical for Woodbridge Resrooms	001-443.0000.94180	16,575.00
		22779	Install new lighting in Falls Park Restrooms	001-443.1658.62330	1,220.00
		22800	Electrical Repairs at Q'emiln Park	001-443.1658.62330	623.34
W0226	Walter E Nelson Co				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	528608	Toilet Paper & Hand Soap	001-443.0000.63150	722.90
		527654	Cleaning supplies for Parks	001-443.0000.63150	2,045.41
Z026	Ziegler Lumber Co #017				
APMWB	Check	682017	Hardware for Bike Station	001-443.0000.67030	27.24
		725859	PVC for Woodbridge	001-443.0000.94180	25.98
Dept 443 Total:					112,882.91
Dept: 444 Parks - Construction					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0175071	Community Garden Bid Set Plan Updates	001-444.0000.94180	5,283.60
Dept 444 Total:					5,283.60
Dept: 445 Recreation					
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1328884	June Background Checks	001-445.0000.62080	1,110.78
N2332	Collins, Tom				
APMWB	Check	07.19.24	Contractual Payment for July	001-445.0000.62040	163.80
VEN14977	Float, LLC				
APMWB	Check	001	Pool Rental for lifeguard traing	001-445.0000.64020	500.00
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	69781	Connect 4 Lunch Tickets 2024 City BBQ	001-445.0000.64010	25.00
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	106179	Youth Baseball Shirts	001-445.0000.63430	1,091.40
		10618		001-445.0000.63430	698.90
Dept 445 Total:					3,589.88
Dept: 451 Planning & Zoning					
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1328884	June Background Checks	001-451.0000.62080	42.24
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR331921	Monthly Contract Charges for V9735700465	001-451.1901.66140	12.66
		AR331922	Monthly Contract Charges for G736M660937001	001-451.1901.66140	18.11
V040	ODP Business Solutions				
APMWB	Check	374064301001	Office Supplies-Planning	001-451.0000.63060	22.99
		374064461001		001-451.0000.63060	35.69
R1541	Ricoh USA Inc.				
APMWB	Check	5069757099	Monthly Contract Charges for C94027912/C	001-451.1901.66140	52.35
Dept 451 Total:					184.04
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	94980	Utility Billing	001-452.0000.62040	50.00
		95519		001-452.0000.62040	50.00
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-452.0000.64030	434.10
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR331921	Monthly Contract Charges for V9735700465	001-452.1901.66140	12.65
		AR331922	Monthly Contract Charges for G736M660937001	001-452.1901.66140	18.10
R1541	Ricoh USA Inc.				
APMWB	Check	5069757099	Monthly Contract Charges for C94027912/C	001-452.1901.66140	52.33
Dept 452 Total:					617.18
Dept: 453 Engineering					
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1328884	June Background Checks	001-453.0000.62080	39.99
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	001-453.0000.64030	125.53
D070	Dell Marketing LP				
APMWB	Check	10762212523	New Engineering PC	001-453.0000.80010	1,173.77
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR331921	Monthly Contract Charges for V9735700465	001-453.1901.66140	12.65

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	AR331922	Monthly Contract Charges for G736M660937001-453.1901.66140		18.11
R1541	Ricoh USA Inc.				
APMWB	Check	5069757099	Monthly Contract Charges for C94027912/C001-453.1901.66140		52.34
Dept 453 Total:					1,422.39
Dept: 481 Capital Improvements/Contracts					
VEN04619	Advanced Hot Wash				
APMWB	Check	2038	Window Cleaning Police Dept	001-481.0000.68395	1,400.00
VEN03694	Otis Elevator Company				
APMWB	Check	100401617577	maintenance agreement annual adjustment	001-481.0000.68060	36.12
Dept 481 Total:					1,436.12
Fund 001 Total:					922,707.14

Fund: 002 - COMPREHENSIVE LIABILITY

Dept: 410 General Government Services

B160	Body By Scotty Towing				
APMWB	Check	45517a	PFPD147 Repairs - Supplement 2	002-410.0000.62280	595.50
		45517b	PFPD147 - Supplement 3	002-410.0000.62280	171.90
Dept 410 Total:					767.40
Fund 002 Total:					767.40

Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool

VEN04994	Gallagher Benefit Services Inc.				
APMWB	Electronic Funds Transf	317170	July 2024 Benefit Consulting	003-482.0000.62040	2,500.00
VEN14039	OneBridge				
APMWB	Check	INV-2969	HSA Admin Fees for June	003-482.4155.71210	150.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	INV-00203141	June Cobra Notices	003-482.0000.62160	112.00
VEN14643	The Links Golf Club				
APMWB	Check	INV0147065	Mayor walking challenge money from Blue C	003-482.4000.73000	1,000.00
R1249	Uprise Health				
APMWB	Check	2024-10873	EAP Services	003-482.4000.73000	1,647.75
Dept 482 Total:					5,409.75
Fund 003 Total:					5,409.75

Fund: 007 - DRUG SEIZURE PROGRAM

Balance Sheet Accounts

VEN06027	Kootenai County Prosecutor				
APMWB	Check	23PF24436	Payment Request - Evidence Release	007-20020	2,531.00
Balance Sheet Accounts Total:					2,531.00

Dept: 425 Drug Seizure Program

B1480	Blue Sky Broadcasting Inc.				
APMWB	Check	MC-1240748914	K9 Tournament Broadcasts	007-425.0000.67020	390.00
VEN14867	CW Signs				
APMWB	Check	2108	K9 Tournament Sponsor Signs	007-425.0000.67120	51.00
R251	Serights Ace Hardware				
APMWB	Check	357291/1	Supplies for K9 Tournament	007-425.0000.67120	20.29
VEN14643	The Links Golf Club				
APMWB	Check	K9-2024	2024 K9 Tournament	007-425.1525.34242	4,080.00
Dept 425 Total:					4,541.29
Fund 007 Total:					7,072.29

Fund: 008 - 911 SUPPORT

Dept: 426 911 Support

G116	Graybar Electric Company, Inc.				
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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	9336590660	PD Power Strip Cables for Dispatch	008-426.0000.66040	921.64
VEN01022	Kootenai County 911				
APMWB	Check	2024-00000003	Annual KC Radio Fee	008-426.0000.91390	254.80
M2005	Motorola Solutions				
APMWB	Electronic Funds Transfr	8281926136	Dual Band Portable radios	008-426.0000.67020	720.66
Dept 426 Total:					1,897.10
Fund 008 Total:					1,897.10
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
VEN12372	Bernardo/Wills Architects, PC				
APMWB	Check	24644	City Hall Remodel BW Invoice June 2024	011-491.1801.93163	1,524.75
Dept 491 Total:					1,524.75
Fund 011 Total:					1,524.75
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
VEN11864	Kosh Shioya				
APMWB	Check	07.24.24	Contractual Band Payment for RCMM	023-446.1605.34107	1,500.00
L085	Lien, Jim				
APMWB	Check	07.24.24	Contractual Band Payment for RCMM	023-446.1605.34107	2,500.00
VEN14162	Robert Kasun				
APMWB	Check	07.24.24	Contractual Band payment for RCMM	023-446.1605.34107	750.00
R251	Serights Ace Hardware				
APMWB	Check	356931/1	Duct Tape for Post Falls Festival	023-446.1601.63000	26.06
		357067/1	Festival Supplies	023-446.1601.63000	345.21
Dept 446 Total:					5,121.27
Fund 023 Total:					5,121.27
Fund: 035 - PUBLIC SAFETY IMPACT FEES					
Dept: 420 Public Safety Impact Fees					
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfr	41354180-002	41354180-002	035-420.0000.80300	1,597.50
Dept 420 Total:					1,597.50
Fund 035 Total:					1,597.50
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0174799	0174799	037-431.0000.80290	4,780.00
		0175112	0175112	037-431.0000.95134	2,695.28
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfr	41354180-002	41354180-002	037-431.0000.80300	1,597.50
Dept 431 Total:					9,072.78
Fund 037 Total:					9,072.78
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN07316	BC Engineers Inc				
APMWB	Check	10348	Black Bay Project Schedule B inspection	038-443.0000.94070	3,250.00
VEN12724	Civitas, Inc				
APMWB	Check	26861	Black Bay Schedule B Bid work	038-443.0000.94070	787.35
		26863	Black Bay Bid Schdule A	038-443.0000.94070	11,583.40
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5955	The Quarry Sports Complex Design	038-443.0000.94230	6,673.15
W090	Welch Comer & Associates, Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transfr	41354180-002	41354180-002	038-443.0000.80300	1,597.50
Dept 443 Total:					23,891.40
Fund 038 Total:					23,891.40

Fund: 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

A090	Accurate Testing Labs LLC				
APMWB	Check	139565	Testing	650-463.0000.68360	790.00
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003036577	High Pressure Rental	650-463.0000.68025	8.79
A424	Anatek Labs, Inc.				
APMWB	Check	2415535	Surface Water	650-463.0000.68360	595.00
		2416778	Surface Water	650-463.0000.68360	615.00
		2416788	Surface Water	650-463.0000.68360	565.00
VEN14632	Aquatic Informatics Inc				
APMWB	Electronic Funds Transfr	109414	WIMS Remote Training	650-463.0000.64020	1,108.00
A497	Arrow Construction Supply, Inc				
APMWB	Check	405253	VTM Landscape Fabric 6x250	650-463.0000.68010	326.10
VEN03129	Barr Tech LLC				
APMWB	Check	9758	Bio Solids Disposal June 2024	650-463.0000.62150	48,664.95
VEN14648	Beveridge and Diamond PC				
APMWB	Check	240600462	IPDES Legal Support for February 2024	650-463.0000.62010	3,277.00
		240600461	IPDES Legal Support for March 2024	650-463.0000.62010	19,323.00
C1161	CDA Garbage				
APMWB	Electronic Funds Transfr	10-25673	Prairie Transfer -Refuse	650-463.0000.68025	11.05
VEN14467	CDA Redi Mix & Precast, Inc				
APMWB	Check	81659	6' Round Top	650-463.0000.68010	375.00
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transfr	1328884	June Background Checks	650-463.0000.62080	75.74
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4198789269	WWTP Uniforms	650-463.4000.72000	176.05
		4196659712		650-463.4000.72000	352.10
		4197379323		650-463.4000.72000	176.05
		4198072894		650-463.4000.72000	176.05
		4199513188	WWTP Uniforms	650-463.4000.72000	176.05
C2960	COGZ Systems, LLC				
APMWB	Check	S018076	2024 COGZ Work Order Software	650-463.0000.66012	600.00
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	650-463.0000.65005	484.93
		INV-200391	Dyed ULSD2	650-463.0000.67221	1,085.19
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transfr	s011696372.001	knife gate valve for hopper	650-463.3125.95520	59,574.19
G098	Grainger				
APMWB	Check	9187909693	Fire Hose Adapter	650-463.0000.68025	115.80
		9168136811	Adapter Pin Lug	650-463.0000.68025	127.40
		9166033986	Tool Pouch	650-463.0000.68025	54.70
H1957	Horizon				
APMWB	Electronic Funds Transfr	2S214601	Bluetooth Batter Control	650-463.0000.68010	377.49
I110	Idaho Fence Co, Inc.				
APMWB	Check	0033085	Barbless Tension Wire & T-Posts	650-463.0000.68025	139.50
I340	Interstate Concrete & Asphalt				
APMWB	Check	980694	5/8" Top Course	650-463.0000.68010	489.68
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0174844	June WRF Hopper Project Consulting	650-463.3125.95520	6,031.10
N001	Napa Auto Parts				
APMWB	Check	3688-299905	Trailer Hitch & Hook	650-463.0000.67170	237.63
		3688-299906	Swivel Hitch Pin	650-463.0000.68025	14.77
N040	NCL of Wisconsin, Inc.				
APMWB	Check	506245	Lab Supplies	650-463.0000.63400	314.95
		506411		650-463.0000.63400	653.22

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	506344	QA/QC Standard	650-463.0000.63400	72.07
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transfr	5181004	m-Tec,Modified Prepared Agar Plates	650-463.0000.63400	178.30
		5181430	Agar Plates	650-463.0000.63400	178.30
		5181158	Phosphorus, Total, Test 'N Tube	650-463.0000.63400	331.48
		5181653	Agar Plates	650-463.0000.63400	334.90
		5181047	Electrode Storage Solution, 1 L	650-463.0000.63400	111.48
P310	Platt Electric Supply				
APMWB	Check	5H73339	Electrical Tester	650-463.0000.67090	160.98
R251	Serights Ace Hardware				
APMWB	Check	357001/1	Ice, Dish Soap & Super Glue	650-463.0000.63400	45.63
		356967/1	Driver Sets	650-463.0000.67090	58.80
		356908/1	PVC Piping & Materials	650-463.0000.68010	36.28
		355801/1	Trimmer Line	650-463.0000.68025	68.38
		356632/1	Repelant Coils	650-463.0000.68025	6.83
		357473/1	Storage Box	650-463.0000.68025	4.49
		357044/1	Waste Basket	650-463.0000.68025	7.73
		356554/1	WWTP Supplies	650-463.0000.68025	131.06
		356726/1		650-463.0000.68025	195.30
		356675/1		650-463.0000.68025	64.76
		357162/1	Trash Cans	650-463.0000.68025	60.87
		356520/1	Shovel & Fly Trap	650-463.0000.68025	48.55
		357433/1	Batteries	650-463.0000.68025	44.92
		356485/1	JB Plastic Adhesive	650-463.0000.68025	26.97
		357406/1	Shop Supplies	650-463.0000.68025	24.56
		356824/1	Cleaning Supplies	650-463.0000.68025	14.45
		357222/1	Tubing & Clamps	650-463.0000.68025	13.96
		356913/1	Outlets	650-463.0000.68025	10.76
		357173/1	WD-40 & Clamps	650-463.0000.68025	115.12
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB	Electronic Funds Transfr	11669008	PCB sample analysis	650-463.0000.68360	2,580.99
VEN13836	Thermal-King Inc				
APMWB	Check	10002937	HVAC - Mini Split Coding 4Way Valve Failure	650-463.0000.68010	307.25
		10003130	Replace Run Capacitor WWTP	650-463.0000.68010	246.50
VEN11958	Ultra-Lawn, LLC				
APMWB	Electronic Funds Transfr	104600	Wastewater Lawn Care	650-463.0000.62180	700.00
		103512	Water Treatment Lawn Mowing	650-463.0000.62180	2,100.00
		103774	Inverness & Chisholm Lawn Care	650-463.0000.62180	153.00
U1006	Univar Solutions USA, LLC				
APMWB	Check	52219299	poly 7-2-24	650-463.0000.63480	8,135.20
U145	USABlue Book				
APMWB	Check	INV00415671	Acid Solution	650-463.0000.63400	99.29
		INV00413481	Lab Supplies	650-463.0000.63400	432.93
		INV00407351		650-463.0000.63400	525.89
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfr	528163	DAWN LIQUID DISH DETERGENT	650-463.0000.63400	49.38
		527868	CENTERPULL TOWEL CONTROL	650-463.0000.63400	257.31
		528358		650-463.0000.63400	85.77
W095	Welding Fabrication Services				
APMWB	Check	24980	Plate, A36, 1/4", 4' x 8'	650-463.0000.68010	426.98
Dept 463 Total:					165,538.90
Dept: 466 Wastewater - Collections					
A497	Arrow Construction Supply, Inc				
APMWB	Check	404972	Flourescent Green Marking	650-466.0000.63330	69.00
B120	Big Country Communications				
APMWB	Check	22164	WW Treatment Plant	650-466.0000.63006	369.70
VEN05261	CDA PAVING				
APMWB	Check	405PC	manhole rings and lids	650-466.0000.63330	4,200.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4198072894	WWTP Uniforms	650-466.4000.72000	176.05

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	4197379323	WWTP Uniforms	650-466.4000.72000	176.05
		4198789269		650-466.4000.72000	176.05
		4199513188	WWTP Uniforms	650-466.4000.72000	176.05
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	650-466.0000.65005	1,781.12
C3090	Columbia Electric Supply				
APMWB	Check	1120-1018270	Xducers	650-466.0000.63006	2,181.42
F020	Fastenal Company				
APMWB	Check	IDCOE202378	Greensferry LS Supplies	650-466.0000.63330	34.91
		IDCOE203264	Shop Supplies	650-466.3104.68400	40.99
F1275	Fox Trailer Sales				
APMWB	Check	405608	Demco Coupler	650-466.0000.63330	155.00
G098	Grainger				
APMWB	Check	9184612548	BOTTLE,99 MM H,CLEAR,50 MM DIA	650-466.0000.63330	47.28
		9166841073	Fire Ext Bracket	650-466.0000.67170	59.82
		9166684192	FIRE EXTINGUISHER	650-466.0000.67170	123.61
		9170846506	Fire Ext Bracket	650-466.0000.67170	70.97
VEN01373	Intermountain Sign & Safety				
APMWB	Check	19010	28" Cones	650-466.0000.63330	460.00
N001	Napa Auto Parts				
APMWB	Check	3688-298100	Antifreeze	650-466.0000.63330	131.88
		3688-297556	6' Lighting Cable	650-466.0000.63330	38.00
		3688-302005	Anti-Fog	650-466.0000.63330	6.98
C1170	Norfolk Iron & Metal Co				
APMWB	Electronic Funds Transf	22212763	CR ROUND 1/2	650-466.0000.63330	48.52
B100	Owen Equipment Company				
APMWB	Check	00130415	rodder hose for vactor	650-466.0000.63330	2,721.02
P180	Perfection Tire				
APMWB	Check	1075735	FULL SYNTHETIC OIL CHANGE TRK T115	650-466.0000.67170	98.21
R251	Serights Ace Hardware				
APMWB	Check	357351/1	Box Fan	650-466.0000.63006	21.41
		356618/1	Shop Supplies	650-466.0000.63330	35.55
		357268/1	Paint Liners	650-466.0000.63330	6.29
		356985/1	Gray Spray Paint	650-466.0000.63330	6.29
		356998/1		650-466.0000.63330	6.29
		357154/1	Shop Supplies	650-466.0000.63330	21.57
		356982/1	Shop Supples	650-466.0000.63330	32.74
		357035/1	Waste Basket, Measuring Wheel	650-466.0000.63330	55.77
		356586/1	WWTP Supplies	650-466.0000.67090	162.65
VEN13163	Wapiti Consulting, LLC				
APMWB	Electronic Funds Transf	466	State Line LS, Replace Hydro Ranger w/Veg	650-466.0000.62040	480.00
		464	Greensferry LS, Changed Level Scaling on V	650-466.0000.62040	320.00
		463	• 4th AVE Lift Station; rewired the VFD(s	650-466.0000.63006	640.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	719850	4 in. PVC Pipe Cap	650-466.0000.63330	9.98
Dept 466 Total:					15,141.17
Dept: 468 Wastewater - Surface Water					
A090	Accurate Testing Labs LLC				
APMWB	Check	139510	Stormwater Testing	650-468.0000.68360	300.00
VEN14467	CDA Redi Mix & Precast, Inc				
APMWB	Check	81274	2" Catch Basin & Ring	650-468.0000.68380	429.00
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	650-468.0000.65005	429.75
R1913	Rockhound Landscape Supply				
APMWB	Check	6.28.2024	350 SF Sod	650-468.0000.68380	206.50
R251	Serights Ace Hardware				
APMWB	Check	357216/1	Rake & Electric Tape	650-468.0000.68380	48.75
		357493/1	Supply Parts	650-468.0000.68380	28.37
		357323/1	Paint Brush	650-468.0000.68380	4.83
W090	Welch Comer & Associates, Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transfr	41354170-006	May 2024 6th Ave Stormwater Project Const	650-468.3238.95520	385.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	734506	2 in. x 6 in. x 16 ft. Fir #2 and Better	650-468.0000.68380	22.90
		733673		650-468.0000.68380	156.90
Dept 468 Total:					2,012.00
Fund 650 Total:					182,692.07

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0174828	June 2024 WRF FPS Consulting	651-463.3209.95500	3,354.80
		0174840	Tertiary Upgrade JUB Invoice June 2024	651-463.3213.90015	99,006.36
P230	Post Falls Press/CDA Press				
APMWB	Check	WRF Solids CDA Pr	WRF Solids Improvements CDA Press Invoic	651-463.3124.95520	209.60
VEN14291	Sletten Construction Company				
APMWB	Electronic Funds Transfr	Tertiary Pay App #4	Tertiary Upgrade Sletten Pay App #42 April 26	651-463.3213.90015	146,971.97
		Sletten Pay App #4	Tertiary Upgrade Sletten Pay App #43 May 26	651-463.3213.90015	196,151.25
Dept 463 Total:					445,693.98
Fund 651 Total:					445,693.98

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transfr	200143-49	Ponderosa LS Ardurra Invoice June 2024	652-463.3214.95520	2,437.50
		210583-29	Bentley LS Ardurra Invoice June 2024	652-463.3230.95520	609.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0175108	12th Ave FM JUB Invoice June 2024	652-463.3228.95520	54,168.77
VEN11676	Keller Associates, Inc				
APMWB	Check	0242117	12th Ave FM Keller Invoice June 2024	652-463.3228.95520	3,257.50
VEN07815	LaRiviere, Inc				
APMWB	Electronic Funds Transfr	Corbin Pay App #6	Corbin LS La Riviere Pay App #6 June 2024	652-463.3234.95520	319,076.37
VEN14957	Sonray Enterprises LLC				
APMWB	Check	12th Ave FM Pay App	12th Ave FM Sonray Pay App #3	652-463.3228.95520	271,507.18
S580	Strata				
APMWB	Check	CD2400957-IN	Corbin LS Strata Invoice May and June 2024	652-463.3234.95520	8,103.75
VEN14614	Strider Construction Co, Inc				
APMWB	Electronic Funds Transfr	Bentley Pay App 8	Bentley LS Strider Pay App #8 Final	652-463.3230.95520	46,561.13
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfr	41354160-005	Guy Rd LS & Gravity Main Welch Invoice Jur	652-463.3232.95520	830.00
		41354120-026	Corbin LS Welch Invoice June 2024	652-463.3234.95520	15,316.48
Dept 463 Total:					721,867.68
Fund 652 Total:					721,867.68

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN07913	CANNON HILL				
APMWB	Check	40114	Wood Waste	700-461.0000.65050	180.00
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	2490145	Dumpsters for Parks	700-461.0000.65050	428.61
K100	Kootenai County Solid Waste				
APMWB	Check	10-30289/10-29353	Woodbridge waste/debris	700-461.0000.65050	24.70
		10-30289/10-38981	Big Can Refuse	700-461.0000.65050	24.70
Dept 461 Total:					658.01
Fund 700 Total:					658.01

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
A090	Accurate Testing Labs LLC				
APMWB	Check	139698	Water Testing	750-462.0000.68360	150.00
		139739		750-462.0000.68360	180.00
		139658	South Park Testing	750-462.0000.68360	60.00
		137821	Well # 11 Testing	750-462.0000.68360	465.00
		136771	Well # 11	750-462.0000.68360	465.00
		139660	Water Testing	750-462.0000.68360	150.00
		139787	Water Testing	750-462.0000.68360	420.00
B091	BDS				
APMWB	Check	94980	Utility Billing	750-462.0000.62410	2,295.00
C064	Cascade Columbia Distribution				
APMWB	Check	900731	Chlorine	750-462.0000.63280	209.00
C1161	CDA Garbage				
APMWB	Electronic Funds Transf	2489495	Water Recycle Bin	750-462.0000.65050	4.00
C220	Coleman Oil Co				
APMWB	Check	CP-0143074	June 2024 Fuel usage	750-462.0000.64030	1,660.72
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011991146.001	Vacume Breaker	750-462.0000.63280	60.39
		S012005329.001	Shop Supplies	750-462.0000.63280	286.42
H215	Core & Main LP				
APMWB	Check	V075528	41 Bypass	750-462.0000.63280	611.95
		V136308	Hydrant Locks	750-462.0000.80090	283.20
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transf	1496728	2" Meter HRE 8 Dial	750-462.0000.63280	2,577.00
G098	Grainger				
APMWB	Check	9193222016	Marking paint Blue	750-462.0000.63280	360.72
		9175755710	Thermometer	750-462.0000.67090	128.48
		9192220656	Tool Boxes	750-462.0000.67090	242.58
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR331924	Water Copier	750-462.0000.66050	40.55
H1957	Horizon				
APMWB	Electronic Funds Transf	2S214555	Shop Supplies Water	750-462.0000.63280	633.72
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0174942	June 2024 Well 4 Consulting	750-462.3227.95550	20,585.00
		0172880	Well House 4 Replacement	750-462.3227.95550	15,245.00
N0991	Norco Inc				
APMWB	Check	41137093	Gloves	750-462.0000.63110	151.44
VEN08557	Pollardwater				
APMWB	Check	0266392	2 1/2" Male Valve Gate	750-462.0000.63280	1,216.53
P4835	ProPrint				
APMWB	Check	65794	Justin W Business Cards	750-462.0000.63060	31.00
R251	Serights Ace Hardware				
APMWB	Check	357005/1	116 Ross Point Service Line Break	750-462.0000.63280	531.58
		356699/1	Grounding Connection & Plug	750-462.0000.63280	41.37
		357103/1	BATTERIES ALKLINE 9V 4PK	750-462.0000.63280	35.98
		356748/1	Grass Seed for 116 Ross Point & 315 E 22nd	750-462.0000.63280	23.02
		357471/1	Adaptor	750-462.0000.63280	5.37
		357013/1	116 Ross Point Service Line Break	750-462.0000.63280	-271.20
		357313/1	Liner Shelf	750-462.0000.68010	26.08
S390	Spokane House of Hose Inc.				
APMWB	Check	1073693	PVC Pipe for Well 11	750-462.0000.68025	89.62
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240113283-00	2" Carbide Tipped Hole Cutter	750-462.0000.63280	384.82
T106	Titan Truck Equipment				
APMWB	Check	1368100	W122 Upfit	750-462.0000.90040	23,316.46
U145	USABlue Book				
APMWB	Check	INV00396998	Pad Locks	750-462.0000.80090	169.75
Dept 462 Total:					72,865.55
Fund 750 Total:					72,865.55

Packet: APPKT13352 - Check Run 8/6/24
Vendor Set: 01 - Vendor Set 01

Check Date: 7/30/2024

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
VEN14948	Century West Engineering Corp.				
APMWB	Check	248577	June 2024 Drinking Water Design	753-462.3225.95500	11,982.15
Dept 462 Total:					11,982.15
Fund 753 Total:					11,982.15
Report Total:					2,414,820.82



Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.64010	50.00
	001-412.0000.80010	4,521.70
	001-414.0000.62060	45.00
	001-414.0000.62091	8,225.00
	001-414.1445.62170	12,093.60
	001-414.1445.62190	4,255.35
	001-415.0000.62000	100.40
	001-415.0000.62060	90.00
	001-418.4000.72070	110.00
	001-421.0000.62040	5,769.33
	001-421.0000.62370	360.00
	001-421.0000.63010	651.34
	001-421.0000.63060	256.71
	001-421.0000.63130	110.45
	001-421.0000.64030	827.11
	001-421.0000.65030	6,206.36
	001-421.0000.65110	5.97
	001-421.0000.66043	1,763.02
	001-421.0000.66044	58,575.50
	001-421.0000.67020	8,509.79
	001-421.0000.67100	972.37
	001-421.0000.67170	2,569.88
	001-421.0000.67310	18,762.50
	001-421.0000.68010	1,845.61
	001-421.0000.90020	396.93
	001-421.4000.72000	986.90
	001-424.0000.62040	2,634.08
	001-424.0000.64030	85.64
	001-427.0000.64030	-236.19
	001-431.0000.62080	76.99
	001-431.0000.63260	162.55
	001-431.0000.63525	82.50
	001-431.0000.64020	80.00
	001-431.0000.64030	5,360.43
	001-431.0000.66016	569.05
	001-431.0000.67090	240.72
	001-431.0000.68090	819.00
	001-431.0000.68100	372.13
	001-431.0000.68110	615,053.45
	001-431.0000.68130	7,463.72
	001-431.0000.68150	55.90
	001-431.1811.95040	5,982.21
	001-431.4000.72000	767.00
	001-432.0000.64020	600.00
	001-432.0000.64030	37.28
	001-433.0000.63140	575.21
	001-433.0000.63150	332.48
	001-433.0000.63730	234.02
	001-433.0000.64030	82.22
	001-433.0000.68015	2,136.00
	001-433.0000.68030	638.27
	001-434.0000.63011	882.15
	001-434.0000.63012	895.37
	001-434.0000.63013	71.54
	001-434.0000.63160	356.95
	001-434.0000.64030	379.95

001-434.0000.65113	40.00
001-434.0000.67090	123.48
001-434.0000.67120	48.04
001-434.0000.67170	4,013.18
001-434.0000.67210	518.68
001-434.0000.68014	249.45
001-434.0000.90010	3,943.87
001-441.0000.62040	240.00
001-441.0000.63210	340.00
001-441.0000.64030	910.28
001-441.0000.67090	137.75
001-442.0000.63060	46.00
001-442.0000.63760	806.00
001-442.0000.64030	278.92
001-442.0000.67090	21.58
001-442.0000.68170	333.60
001-442.0000.68230	210.76
001-442.4000.72000	177.99
001-443.0000.62040	38,000.00
001-443.0000.62180	860.00
001-443.0000.63110	85.47
001-443.0000.63150	2,780.12
001-443.0000.63260	3,018.92
001-443.0000.63530	2,355.20
001-443.0000.64030	4,005.82
001-443.0000.65050	360.28
001-443.0000.66190	-44.28
001-443.0000.67030	176.72
001-443.0000.67050	1,154.13
001-443.0000.67070	2,887.50
001-443.0000.67090	39.09
001-443.0000.68160	899.00
001-443.0000.68220	56.92
001-443.0000.68230	838.70
001-443.0000.68250	166.48
001-443.0000.80030	1,340.45
001-443.0000.90010	23,316.46
001-443.0000.94180	22,598.66
001-443.1658.62330	7,987.27
001-444.0000.94180	5,283.60
001-445.0000.62040	163.80
001-445.0000.62080	1,110.78
001-445.0000.63430	1,790.30
001-445.0000.64010	25.00
001-445.0000.64020	500.00
001-451.0000.62080	42.24
001-451.0000.63060	58.68
001-451.1901.66140	83.12
001-452.0000.62040	100.00
001-452.0000.64030	434.10
001-452.1901.66140	83.08
001-453.0000.62080	39.99
001-453.0000.64030	125.53
001-453.0000.80010	1,173.77
001-453.1901.66140	83.10
001-481.0000.68060	36.12
001-481.0000.68395	1,400.00
Fund 001 Total:	922,707.14
002 - COMPREHENSIVE LIABILITY	
002-410.0000.62280	767.40
Fund 002 Total:	767.40
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.62160	112.00
003-482.4000.73000	2,647.75
003-482.4155.71210	150.00

	Fund 003 Total:	5,409.75
007 - DRUG SEIZURE PROGRAM		
007-20020		2,531.00
007-425.0000.67020		390.00
007-425.0000.67120		71.29
007-425.1525.34242		4,080.00
	Fund 007 Total:	7,072.29
008 - 911 SUPPORT		
008-426.0000.66040		921.64
008-426.0000.67020		720.66
008-426.0000.91390		254.80
	Fund 008 Total:	1,897.10
011 - FACILITY BUILDING RESERVE		
011-491.1801.93163		1,524.75
	Fund 011 Total:	1,524.75
023 - SPECIAL EVENTS		
023-446.1601.63000		371.27
023-446.1605.34107		4,750.00
	Fund 023 Total:	5,121.27
035 - PUBLIC SAFETY IMPACT FEES		
035-420.0000.80300		1,597.50
	Fund 035 Total:	1,597.50
037 - STREETS IMPACT FEES		
037-431.0000.80290		4,780.00
037-431.0000.80300		1,597.50
037-431.0000.95134		2,695.28
	Fund 037 Total:	9,072.78
038 - PARKS IMPACT FEES		
038-443.0000.80300		1,597.50
038-443.0000.94070		15,620.75
038-443.0000.94230		6,673.15
	Fund 038 Total:	23,891.40
650 - RECLAIMED WATER OPERATING		
650-463.0000.62010		22,600.00
650-463.0000.62080		75.74
650-463.0000.62150		48,664.95
650-463.0000.62180		2,953.00
650-463.0000.63400		3,670.90
650-463.0000.63480		8,135.20
650-463.0000.64020		1,108.00
650-463.0000.65005		484.93
650-463.0000.66012		600.00
650-463.0000.67090		219.78
650-463.0000.67170		237.63
650-463.0000.67221		1,085.19
650-463.0000.68010		2,585.28
650-463.0000.68025		1,310.72
650-463.0000.68360		5,145.99
650-463.3125.95520		65,605.29
650-463.4000.72000		1,056.30
650-466.0000.62040		800.00
650-466.0000.63006		3,212.53
650-466.0000.63330		8,087.07
650-466.0000.65005		1,781.12
650-466.0000.67090		162.65
650-466.0000.67170		352.61
650-466.3104.68400		40.99
650-466.4000.72000		704.20
650-468.0000.65005		429.75
650-468.0000.68360		300.00
650-468.0000.68380		897.25
650-468.3238.95520		385.00
	Fund 650 Total:	182,692.07
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3124.95520		209.60
651-463.3209.95500		3,354.80

651-463.3213.90015	442,129.58
Fund 651 Total:	445,693.98
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3214.95520	2,437.50
652-463.3228.95520	328,933.45
652-463.3230.95520	47,170.13
652-463.3232.95520	830.00
652-463.3234.95520	342,496.60
Fund 652 Total:	721,867.68
700 - SANITATION	
700-461.0000.65050	658.01
Fund 700 Total:	658.01
750 - WATER OPERATING	
750-462.0000.62410	2,295.00
750-462.0000.63060	31.00
750-462.0000.63110	151.44
750-462.0000.63280	6,706.67
750-462.0000.64030	1,660.72
750-462.0000.65050	4.00
750-462.0000.66050	40.55
750-462.0000.67090	371.06
750-462.0000.68010	26.08
750-462.0000.68025	89.62
750-462.0000.68360	1,890.00
750-462.0000.80090	452.95
750-462.0000.90040	23,316.46
750-462.3227.95550	35,830.00
Fund 750 Total:	72,865.55
753 - WATER CAPITAL	
753-462.3225.95500	11,982.15
Fund 753 Total:	11,982.15
Report Total:	2,414,820.82

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK F

7/22/2024	\$94.13	97233 AT&T Long Distance	Pay Before Due Date
7/22/2024	\$11.95	97234 AT&T Mobility	Pay Before Due Date
7/22/2024	\$628.35	97235 AT&T Mobility	Pay Before Due Date
7/22/2024	\$90.34	97236 AT&T Mobility	Pay Before Due Date
7/22/2024	\$656.51	97237 AT&T Mobility	Pay Before Due Date
7/22/2024	\$135,345.04	92738 Avista	Pay Before Due Date
7/22/2024	\$1,943.51	92739 East Greenacres Irrigation	Pay Before Due Date
7/22/2024	\$2,201.65	97241 Kootenai County Solid Waste	Pay Before Due Date
7/22/2024	\$42,885.60	92742 Kootenai Electric	Pay Before Due Date
7/22/2024	\$4,347.33	97244 Ricoh USA Inc.	Pay Before Due Date
7/22/2024	\$154.98	97245 Charter Communications	Pay Before Due Date
7/22/2024	\$104.97	97246 Charter Communications	Pay Before Due Date
7/22/2024	\$139.98	97247 Charter Communications	Pay Before Due Date
7/22/2024	\$169.98	97248 Charter Communications	Pay Before Due Date
7/22/2024	\$218.89	97249 Charter Communications	Pay Before Due Date
7/22/2024	\$16.94	97250 Charter Communications	Pay Before Due Date
7/22/2024	\$350.19	97251 Verizon Wireless	Pay Before Due Date
7/22/2024	\$80.02	97252 Verizon Wireless	Pay Before Due Date
7/22/2024	\$120.03	97253 Verizon Wireless	Pay Before Due Date
7/22/2024	\$120.03	97254 Verizon Wireless	Pay Before Due Date
7/22/2024	\$170.22	97255 Verizon Wireless	Pay Before Due Date
7/22/2024	\$440.11	97256 Verizon Wireless	Pay Before Due Date
7/22/2024	\$59.97	97257 Ziply Fiber	Pay Before Due Date
7/22/2024	\$85.31	97258 Ziply Fiber	Pay Before Due Date
	\$190,436.03		

RUN 08.6.24

Various

750-462.0000.65030

650-463.0000.65030

001-424.0000.65030

650-466.0000.65030

Various

Various

Various

Various

001-421.0000.66050

001-442.0000.65030

001-443.0000.65030

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Various

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001-424.0000.65030

001-443.0000.65030

Various

001-481.0000.68390

650-463.0000.65030

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Victoria Howell, Purchasing/CSR
SUBJECT: May 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:

183918837.16

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 May 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 156,830.00	\$ 126,771.79	80.8%
	Personnel	<u>126,235.68</u>	<u>73,983.76</u>	58.6%
		283,065.68	200,755.55	70.9%
412 - INFORMATION SYSTEMS	Operating	78,225.00	62,779.86	80.3%
	Capital	-	-	0.0%
	Personnel	<u>408,212.48</u>	<u>248,132.06</u>	60.8%
		486,437.48	310,911.92	63.9%
413 - GENERAL SERVICES	Operating	25,750.00	11,794.80	45.8%
	Personnel	<u>545,410.82</u>	<u>338,801.31</u>	62.1%
		571,160.82	350,596.11	61.4%
414 - FINANCE	Operating	558,310.00	428,037.40	76.7%
	Personnel	<u>651,585.17</u>	<u>425,946.48</u>	65.4%
		1,209,895.17	853,983.88	70.6%
415 - CITY CLERK	Operating	50,353.00	27,431.44	54.5%
	Capital	-	-	0.0%
	Personnel	<u>86,293.92</u>	<u>57,360.47</u>	66.5%
		136,646.92	84,791.91	62.1%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	38,473.95	534.4%
	Capital	-	-	0.0%
	Personnel	<u>152,168.84</u>	<u>98,148.43</u>	64.5%
		159,368.84	136,622.38	85.7%
418 - HUMAN RESOURCES	Operating	6,450.00	12,651.96	196.2%
	Personnel	<u>229,055.84</u>	<u>154,510.50</u>	67.5%
		235,505.84	167,162.46	71.0%
421 - POLICE	Operating	1,088,447.43	1,099,950.14	101.1%
	Capital	268,000.00	113,487.88	42.3%
	Personnel	<u>8,827,638.38</u>	<u>4,982,823.14</u>	56.4%
		10,184,085.81	6,196,261.16	60.8%
423 - OASIS	Operating	4,000.00	28,050.98	701.3%
	Capital	-	18,109.00	0.0%
	Personnel	<u>120,791.50</u>	<u>90,822.88</u>	75.2%
		124,791.50	136,982.86	109.8%
424 - LEGAL (PROSECUTING)	Operating	81,550.00	93,443.21	114.6%
	Capital	-	-	0.0%
	Personnel	<u>966,606.62</u>	<u>546,436.91</u>	56.5%
		1,048,156.62	639,880.12	61.0%
427 - ANIMAL CONTROL	Operating	16,250.00	6,584.57	40.5%
	Personnel	<u>196,579.03</u>	<u>125,711.40</u>	63.9%
		212,829.03	132,295.97	62.2%
431 - STREETS	Operating	2,086,266.00	121,162.07	5.8%
	Capital	6,545,637.00	1,547,791.07	0.0%
	Personnel	<u>1,576,792.45</u>	<u>907,898.57</u>	57.6%
		10,208,695.45	2,576,851.71	25.2%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED May 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	19,280.00	7,133.26	37.0%
	Personnel	200.00	-	0.0%
		<u>19,480.00</u>	<u>7,133.26</u>	36.6%
433 - FACILITY MAINTENANCE	Operating	42,080.00	24,477.54	58.2%
	Capital	64,260.47	38,926.14	60.6%
	Personnel	<u>337,784.38</u>	<u>198,394.12</u>	58.7%
		444,124.85	261,797.80	58.9%
434 - FLEET MAINTENANCE	Operating	251,497.00	163,214.52	64.9%
	Capital	3,070,307.01	1,916,955.94	62.4%
	Personnel	<u>484,534.45</u>	<u>275,084.59</u>	56.8%
		3,806,338.46	2,355,255.05	61.9%
435 - -GIS	Operating	60,230.00	48,831.55	81.1%
	Personnel	<u>193,780.63</u>	<u>124,848.01</u>	64.4%
		254,010.63	173,679.56	68.4%
441 - URBAN FORESTRY	Operating	52,750.00	78,914.30	149.6%
	Capital	212,224.06	107,825.40	0.0%
	Personnel	<u>275,303.32</u>	<u>175,462.71</u>	63.7%
		540,277.38	362,202.41	67.0%
442 - CEMETERY	Operating	111,145.00	92,103.14	82.9%
	Capital	30,000.00	28,358.36	0.0%
	Personnel	<u>241,654.51</u>	<u>155,277.79</u>	64.3%
		382,799.51	275,739.29	72.0%
443 - PARKS	Operating	924,624.00	492,718.84	53.3%
	Capital	1,622,062.39	510,784.98	31.5%
	Personnel	<u>1,434,320.84</u>	<u>836,074.19</u>	58.3%
		3,981,007.23	1,839,578.01	46.2%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>466,649.22</u>	<u>100,052.61</u>	21.4%
		466,649.22	100,052.61	21.4%
445 - RECREATION	Operating	219,814.00	138,463.76	63.0%
	Capital	-	5,534.60	0.0%
	Personnel	<u>966,002.14</u>	<u>485,639.54</u>	50.3%
		1,185,816.14	629,637.90	53.1%
451 - PLANNING & ZONING	Operating	337,419.00	11,526.95	3.4%
	Capital	50,000.00	26,657.00	100.0%
	Personnel	<u>376,748.90</u>	<u>201,416.16</u>	53.5%
		764,167.90	239,600.11	31.4%
452 - BUILDING INSPECTOR	Operating	30,600.00	34,983.37	114.3%
	Personnel	773,410.60	503,069.22	65.0%
	Capital	-	-	
		<u>804,010.60</u>	<u>538,052.59</u>	66.9%
453 - ENGINEERING	Operating	45,100.00	12,094.35	26.8%
	Capital	30,000.00	23,157.00	100.0%
	Personnel	<u>803,098.02</u>	<u>479,442.84</u>	59.7%
		878,198.02	514,694.19	58.6%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED May 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	85,070.00	29,732.93	35.0%
	Capital	-	-	0.0%
	Personnel	225,457.51	145,394.32	64.5%
		310,527.51	175,127.25	56.4%
465 - STREET LIGHTS	Operating	650,000.00	487,429.94	75.0%
		650,000.00	487,429.94	75.0%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,331,114.00	780,825.68	58.7%
	Capital	-	79,680.17	0.0%
		1,331,114.00	860,505.85	64.6%
482 - PERSONNEL POOL	Operating	4,557,500.00	3,038,333.36	66.7%
	Personnel	(263,698.14)	34,932.67	-13.2%
		4,293,801.86	3,073,266.03	71.6%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		-	-	0.0%
TOTAL GENERAL FUND		44,972,962.47	23,680,847.88	52.7%
002 - INSURANCE FUND	Operating	337,326.00	331,859.73	98.4%
		337,326.00	331,859.73	98.4%
003 - PERSONNEL FUND	Operating	51,800.00	20,548.17	39.7%
	Capital	-	-	0.0%
	Personnel	4,660,700.00	2,965,843.97	63.6%
		4,712,500.00	2,986,392.14	63.4%
004-Street Lights	Operating	-	-	0.0%
		-	-	
007 - DRUG SEIZURE FUND	Operating	168,000.00	32,436.41	19.3%
	Capital	-	-	
		168,000.00	32,436.41	19.3%
008 - 911 FUND	Operating	2,873,482.54	192,645.31	6.7%
	Capital	-	464,242.41	0.0%
	Personnel	83,266.04	54,993.96	66.0%
		2,956,748.58	711,881.68	24.1%
011 - FACILITY BUILDING RESERVE FUND	Operating	7,900,000.00	-	0.0%
	Capital	-	16,708.80	0.0%
		7,900,000.00	16,708.80	0.0%
017 - ANNEXATION FUND	Operating	4,640,000.00	426,672.38	9.2%
	Capital	-	-	
		4,640,000.00	426,672.38	9.2%
023 - SPECIAL EVENTS FUND	Operating	52,820.00	8,733.20	16.5%
		52,820.00	8,733.20	16.5%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	(6,486.30)	-3.2%
	Capital	-	-	
		202,500.00	(6,486.30)	-3.2%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	2,000,000.00	436,121.50	21.8%
		2,000,000.00	436,121.50	21.8%

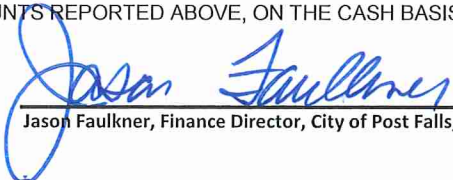
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED May 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,355,000.00	22,973.84	1.0%
	Capital	-	-	0.0%
		<u>2,355,000.00</u>	<u>22,973.84</u>	1.0%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED May 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,980,000.00	1,238,003.91	0.0%
	Capital	643,647.90	240,204.56	
		<u>3,623,647.90</u>	<u>1,478,208.47</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	960,000.00	5,014.36	0.0%
	Capital	2,800,000.00	671,092.56	24.0%
		<u>3,760,000.00</u>	<u>676,106.92</u>	18.0%
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	15,298,842.41	7,726,306.70	50.5%
	Capital	5,345,000.00	548,871.58	10.3%
	Personnel	2,312,097.10	1,405,894.01	60.8%
		<u>22,955,939.51</u>	<u>9,681,072.29</u>	42.2%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	2,474,925.00	344,009.21	13.9%
	Capital	5,601,350.00	7,821,490.47	139.6%
		<u>8,076,275.00</u>	<u>8,165,499.68</u>	101.1%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	29,135,000.00	2,371,131.34	8.1%
		<u>29,135,000.00</u>	<u>2,371,131.34</u>	8.1%
700 - SANITATION FUND	Operating	3,688,815.00	2,644,894.25	71.7%
		<u>3,688,815.00</u>	<u>2,644,894.25</u>	71.7%
750 - WATER OPERATING FUND	Operating	1,783,309.45	948,247.07	53.2%
	Capital	3,044,500.00	303,236.90	
	Personnel	952,804.40	556,135.26	58.4%
		<u>5,780,613.85</u>	<u>1,807,619.23</u>	31.3%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	4,037,153.75	592,579.88	14.7%
		<u>4,037,153.75</u>	<u>592,579.88</u>	14.7%
GRAND TOTAL		<u>\$ 151,355,302.06</u>	<u>\$ 56,065,253.32</u>	37.0%

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
5/31/2024

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	48,207,997.99
LGIP Acct 1441	283,421.04
<u>First Financial Equity Corporation</u>	
General Accts Investments	23,523,667.27
Contingency Accts	9,815,677.20
Replacement & Reserve Accts	56,610,132.21
<u>Moreton Capital Investments</u>	
Moreton Securities	20,257,304.49
<u>Mountain West bank</u>	
Repurchase Sweep Account	25,144,008.56
Checking Account	75,003.40
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	-
Park	400.00
Planning and Zoning	150.00
Total	<u>\$ 183,918,837.16</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.

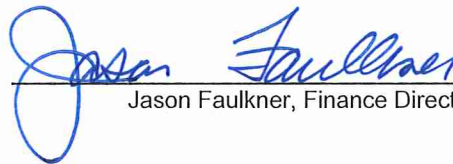


Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
5/31/2024

FUND	BALANCE 04/30/2024	RECEIPTS	DISBURSEMENTS	BALANCE 05/31/2024
001 - GENERAL FUND	\$ 36,374,244.98	\$ 1,746,805.28	\$ 3,798,923.01	\$ 34,322,127.25
002 - COMPREHENSIVE LIABILITY	598,640.59	\$ 15,217.29	\$ -	613,857.88
003 - PERSONNEL BENEFIT POOL	(414,820.64)	\$ 395,367.06	\$ 419,305.53	(438,759.11)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	165,587.86	\$ 42,887.52	\$ 4,002.64	204,472.74
008 - 911 SUPPORT	3,205,407.42	\$ 63,384.95	\$ 588,160.33	2,680,632.04
011 - FACILITY BUILDING RESERVE	12,083,481.20	\$ 35,544.37	\$ 457.28	12,118,568.29
017 - ANNEXATION FEES	1,833,006.57	\$ 35,895.56	\$ 53,333.33	1,815,568.80
023 - SPECIAL EVENTS	378,532.68	\$ 11,611.98	\$ -	390,144.66
029 - CEMETERY CAPITAL IMPROVEMENT	482,585.53	\$ 5,738.77	\$ 1,100.00	487,224.30
034 - KOOTENAI FIRE/EMS IMPACT FEES	52,003.66	\$ 144,785.64	\$ 40,337.40	156,451.90
035 - PUBLIC SAFETY IMPACT FEES	2,603,116.82	\$ 127,813.05	\$ 2,871.73	2,728,058.14
037 - STREETS IMPACT FEES	6,323,823.53	\$ 645,642.51	\$ 63,693.54	6,905,772.50
038 - PARKS IMPACT FEES	6,221,519.28	\$ 226,616.91	\$ 535,889.61	5,912,246.58
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(76,380.03)	\$ 1,214.21	\$ -	(75,165.82)
450 - LID GUARANTEE	18,219.04	\$ 49.26	\$ -	18,268.30
650 - RECLAIMED WATER OPERATING	56,804,980.15	\$ 1,561,021.07	\$ 1,629,036.23	56,736,964.99
651 - RECLAIMED WATER CAPITAL - WWTP	2,657,348.89	\$ 1,092,923.99	\$ 1,020,792.97	2,729,479.91
652 - RECLAIMED WATER CAPITAL - COLLECTOR	26,114,031.00	\$ 1,244,616.26	\$ 788,046.01	26,570,601.25
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	1,382,448.04	\$ 409,418.31	\$ 400,283.07	1,391,583.28
750 - WATER OPERATING	23,539,254.50	\$ 391,515.34	\$ 340,562.19	23,590,207.65
753 - WATER CAPITAL	5,033,124.95	\$ 83,409.79	\$ 25,023.23	5,091,511.51
GRAND TOTAL:	\$ 185,349,176.14	\$ 8,281,479.12	\$ 9,711,818.10	\$ 183,918,837.16

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: 8/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robbie Quinn, Parks Planner
SUBJECT: Prairie Trail Improvement Agreement Addendum #1

ITEM AND RECOMMENDED ACTION:

With the approval of the Consent Calendar, the city council authorizes the Mayor to sign the Prairie Trail Improvement Agreement Addendum #1 with the Jacklin Land Company LLLP, for the construction of the Prairie Trail on City Property.

DISCUSSION:

On October 30, 2023, the parties entered into the Extension Agreement to confirm the parties understanding of Jacklin's obligation to construct an extension of the Prairie Trail and the City's obligation to reimburse Jacklin for certain costs associated with the Prairie Trail extension.

Since the time of the execution of the Extension Agreement, the Post Falls Highway District has obtained a grant to construct a tunnel for the Prairie Trail under Prairie Avenue in 2025 that shortens the length of the Prairie Trail and eliminates the need for the Connector Trail that Jacklin was to construct under the Extension Agreement.

The parties have negotiated this Addendum to remove those portions of the Prairie Trail extension and construction of the Connector Trail that will conflict with the tunnel grant project in 2025 and to adjust the reimbursement to Jacklin from the City to reflect the reduced scope of the work.

The original reimbursement amount was 194,119.00. Now, with this agreement, the reimbursement amount is \$136,999.80.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

November, 21, 2023 - Prairie Trail Improvement Agreement with the Jacklin Land Company
August 16, 2022 - Jacklin-Prairie Annexation Development Agreement and Dedications of Right-of-Way and Easement.
August 16, 2022 - Jacklin-Prairie Annexation Reasoned Decision
August 16, 2022 - Ordinance – Jacklin-Prairie Annexation File No. ANNX-0012-2021

APPROVED OR DIRECTION GIVEN:

The council approved the previous items.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$136,999.80 - Multi-Modal Impact Fees

BUDGET CODE:

037-431.1711.95520

ATTACHMENTS:

1. Prairie Trail Improvement Agreement Addendum #1
2. Exhibit B-1 to Prairie Trail Extension Addendum #1

ADDENDUM #1
to
TRAIL IMPROVEMENT AGREEMENT

Prairie Trail Extension

The **City of Post Falls** (“**City**”), a municipal corporation of the State of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and **Jacklin Land Company LLP** (“**Jacklin**”), an Idaho Limited Liability Limited Partnership, with its principal place of business at 4752 W. Riverbend Ave., Post Falls, ID 83854, enter this Addendum #1 (“**Addendum**”) to the Trail Improvement Agreement for the Prairie Trail Extension (“**Extension Agreement**”), entered on October 30, 2023, to reflect the parties updated understanding of Jacklin’s obligation to design and construct an extension of the Prairie Trail on public property owned by the City. This Addendum is not binding upon either party unless and until all parties have executed and delivered this Addendum.

In consideration of the mutual covenants set forth in this Addendum and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jacklin and the City agree as follows:

Recitals:

1. On October 30, 2023, the parties entered into the Extension Agreement to confirm the parties understanding of Jacklin’s obligation to construct an extension of the Prairie Trail and the City’s obligation to reimburse Jacklin for certain costs associated with the Prairie Trail extension.
2. Since the time of the execution of the Extension Agreement, the Post Falls Highway District has obtained a grant to construct a tunnel for the Prairie Trail under Prairie Avenue in 2025 that shortens the length of the Prairie Trail and eliminates the need for the Connector Trail that Jacklin was to construct under the Extension Agreement.
3. The parties have negotiated this Addendum to remove those portions of the Prairie Trail extension and construction of the Connector Trail that will conflict with the tunnel grant project in 2025 and to adjust the reimbursement to Jacklin from the City to reflect the reduced scope of the work.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Section 2 of the Extension Agreement is amended to read as follows:
2. Jacklin to Construct Prairie Trail: Jacklin agrees to design and construct the southeastern portion of the Prairie Trail Extension from station 55+00 northwest of Prairie Avenue, as depicted on **Exhibit B-1**, to the western edge of the Zorros Road improvements on Parcel 71. The parties may, by an amendment to this agreement, agree for Jacklin to

design and construct the northwest portion of the Prairie Trail extension from the western edge of the Zorros Road improvements to Highway 41. The Prairie Trail Extension will be fifteen feet (15') wide and the Prairie Trail Extension must be constructed to comply with the construction plan set approved by the city attached to this Agreement as **Exhibit "B-1"**, which by this reference is incorporated herein.

2. Section 3 of the Extension Agreement concerning the construction of the Connector Trail is deleted from the Agreement.

3. Section 5 of the Extension Agreement is amended to read as follows:

5. Cost and Impact Fee Reimbursement: The parties previously agreed in the Annexation and Development Agreement between the parties, that Jacklin would construct a paved pedestrian and bicycle trail according to the specifications attached thereto, at its cost, in exchange for the ability to salvage the rail, ties, ballast, and structural soils from Parcel 71. The parties now agree that Jacklin is entitled to a reimbursement, from multi-modal impact fees, collected up to the date that reimbursement is requested, for the costs of additional trail improvements requested in this Trail Agreement, including but not limited to: the additional costs of constructing the additional three feet (3') of width on the Prairie Trail Extension beyond that contemplated by the Annexation and Development Agreement and the cost of installing Rapid Flashing Beacons at the trail crossings at Fennecus and Zorros Roads. Additionally, the City will pay an additional fifteen percent (15%) of the agreed upon additional construction costs to reimburse for the design and consultant costs associated with the additional construction costs. The parties agree that the total reimbursement amount that Jacklin is entitled to under this Agreement is \$136,999.80. If there are insufficient multi-modal impact fees collected to fully reimburse Jacklin for those costs that are reimbursable under this Agreement, the parties agree that Jacklin will be entitled to a credit against future multi-modal impact fees for any unreimbursed costs. The parties agree that any impact fee credit may not be transferred to any other party and expires five (5) years after the date that impact fee reimbursement is requested by Jacklin. The parties agree that this Agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

4. No Further Amendment: All other terms and conditions of the original Extension Agreement between the parties remain in full force without amendment.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date of execution by the last party to sign the agreement below.

City of Post Falls

Jacklin Land Company LLLP

Mayor Ronald G. Jacobson

Date Executed: _____

Tag Jacklin, Manager

Date Executed: 7/19/2024

ATTEST:

Shannon Howard, City Clerk

State of Idaho)
 : SS
County of Kootenai)

On this _____ day of November 2024 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 the within instrument, and acknowledged that the City of Post Falls executed the same.

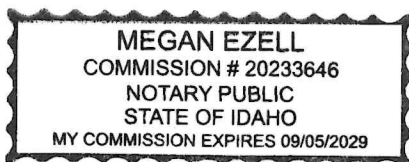
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

State of Idaho)
 : SS
County of Kootenai)

On this 19th day of June, 2024 before me, a notary for the State of Idaho, personally appeared **Tag Jacklin**, who, being by me first duly sworn, declared that he is the **Manager of Jacklin Land Company LLLP** and that he signed the foregoing document as a Manager of the partnership, 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.



Megan Ezell
Notary Public for the State of Idaho
Residing at: Post Falls
My Commission Expires: 09/05/2029

SEC.19, T.51N., R.04W., BM

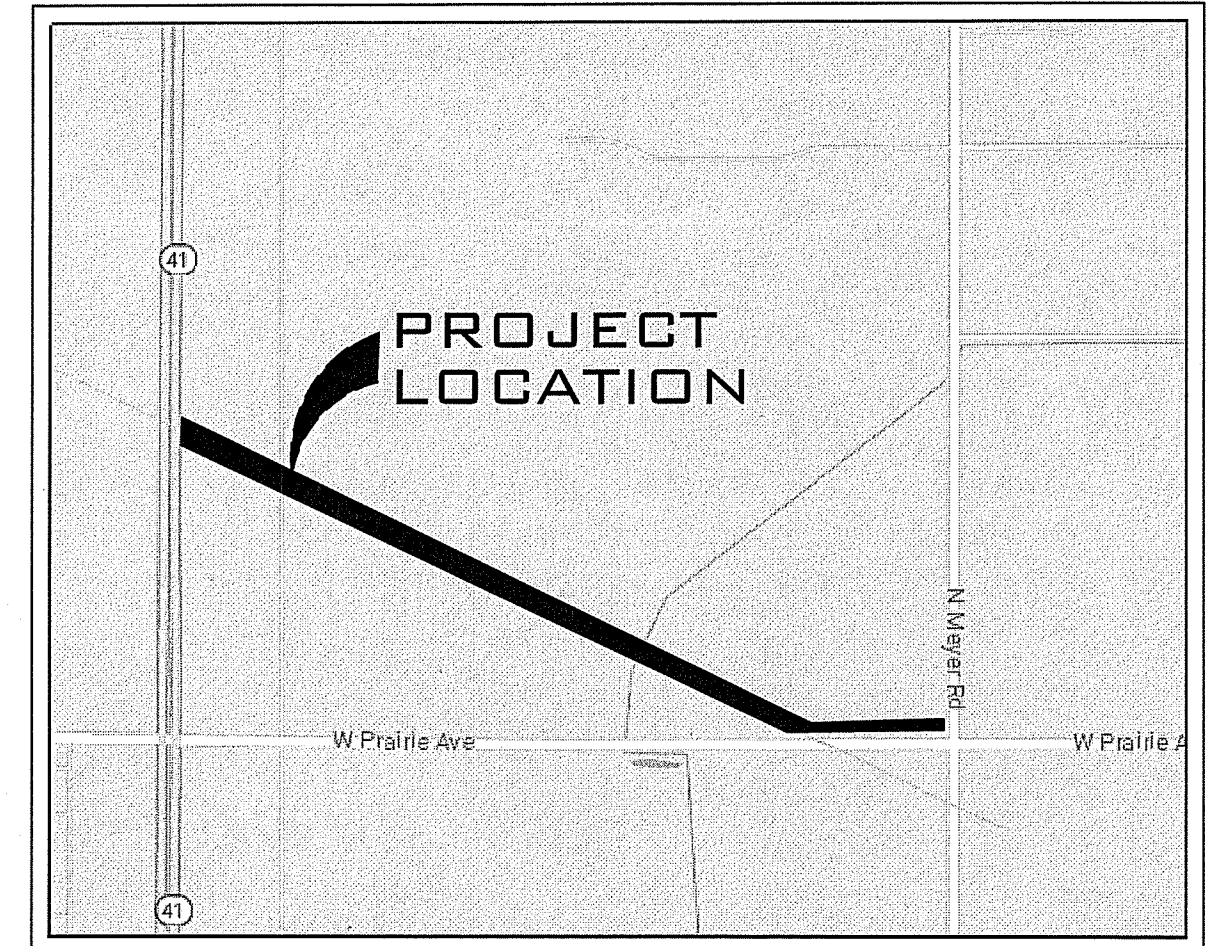
UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG

SYMBOL/HATCHING LEGEND

	DOMESTIC WATER MAIN (SIZED AS SHOWN)		RIGHT OF WAY
	DOMESTIC WATER SERVICE		PROPERTY LINE
	FIRE HYDRANT ASSEMBLY		UTILITY EASEMENT
	WATER VALVE		PVC SLEEVE
	SANITARY SEWER MAIN		DRIVEWAY ACCESS RESTRICTION
	SANITARY SEWER MANHOLE		EXISTING PAVEMENT
	SANITARY SEWER SERVICE		SWALE AREA
	DRYWELL		PAVED ROAD
	STREET LIGHT		SIDEWALK
	STOP/STREET SIGN (AS INDICATED)		

PATHWAY CONSTRUCTION PLANS
PRAIRIE TRAIL BIKE PATH
LOCATED IN A PORTION OF
SEC. 36, T.51. W, R.04, BM
POST FALLS, ID

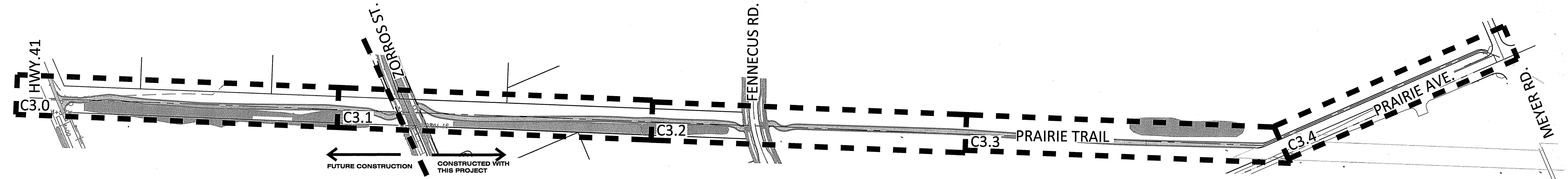
EXHIBIT "B-1"



VICINITY MAP

NOTES:

1. ALL AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED, TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO, AND AT THE COMPLETION OF CONSTRUCTION PER IDAHO CODE 55-1613. EXISTING MONUMENTS SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.



SITE PLAN

SCALE: 1"=200'

SHEET INDEX

SHEET NO. C0.0	COVER SHEET
SHEET NO. C0.1	GENERAL NOTES
SHEET NO. C3.0	BIKE PATH STA. 12+40 TO 23+00 (FUTURE CONSTRUCTION)
SHEET NO. C3.1	BIKE PATH STA. 23+00 TO 35+00
SHEET NO. C3.2	BIKE PATH STA. 35+00 TO 47+00
SHEET NO. C3.3	BIKE PATH STA. 47+00 TO 59+00 REVISED
SHEET NO. C3.4	BIKE PATH STA. 59+00 TO 68+00 REVISED
SHEET NO. C3.5	CITY OF POST FALLS DETAILS

SEWER / STREETS

CITY OF POST FALLS
408 SPOKANE STREET
POST FALLS, IDAHO 83854
PHONE: 208-457-3329
CONTACT: WILLIAM MELVIN, P.E.

WATER

ROSS POINT WATER DISTRICT
8584 W. PRAIRIE AVE.
POST FALLS, IDAHO 83854
PHONE: 1-208-773-1120
CONTACT: DAN SELDEN

FIRE

KOOTENAI CO. FIRE & RES.
P.O. BOX 2200
POST FALLS, IDAHO 83877
PHONE: 1-208-676-8739
CONTACT: JERYL ARCHER, F.M.

GAS / POWER

AVISTA UTILITIES
408 N SPOKANE STREET
POST FALLS, IDAHO 83854
PHONE: 208-769-1875
CONTACT: JAMIE HOWARD

HEALTH

PANHANDLE HEALTH DISTRICT
8500 NORTH ATLAS ROAD
HAYDEN, IDAHO 83836
PHONE: 1-208-415-5200
CONTACT: PHYLLIS SELLMER

SOLID WASTE

COEUR D'ALENE GARBAGE SERVICE
P. O. BOX 3010
POST FALLS, IDAHO 83877
PHONE: 1-208-457-1820

ENGINEER

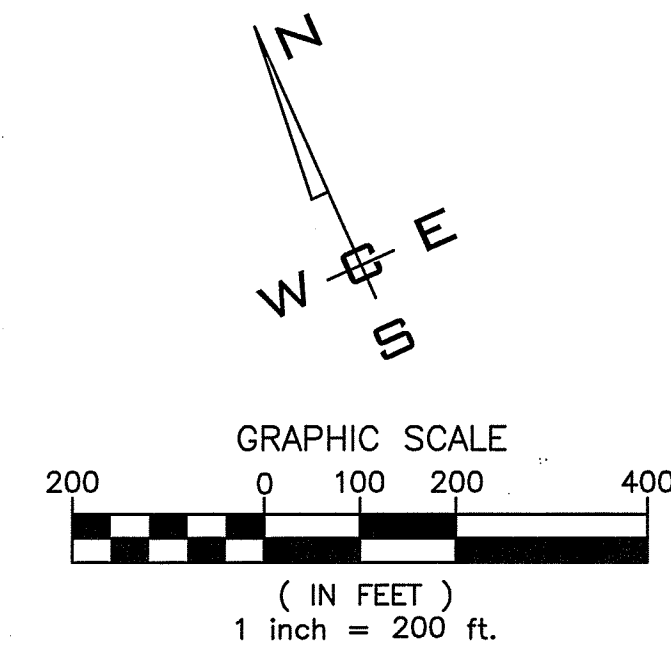
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES ROAD
SPOKANE VALLEY, WA 99216
PHONE: 509-893-2617
CONTACT: RAY KIMBALL, P.E.

OWNER/DEVELOPER

CITY OF POST FALLS
408 N. SPOKANE ST.
POST FALLS, ID
PHONE: 208-773-8708

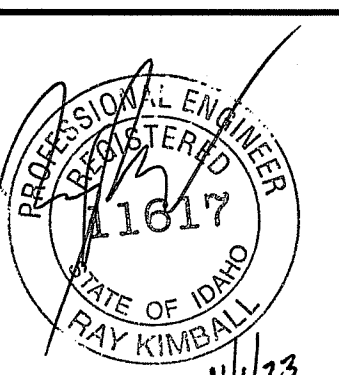
NAVD - 88

NGS R-352: FOUND 3" BRASS CAP (SV0627)
ELEVATION: 2142.19



City of Post Falls
Approval

Approved By:
City Engineer Date 11/3/23



NO.	DATE	BY	REVISIONS
2	9/21/23	RDK	SECOND SUBMITTAL
1	7/31/23	RDK	ORIGINAL PREPARATION

SCALE:

HORIZONTAL:

1" = 100'

VERTICAL:

N/A

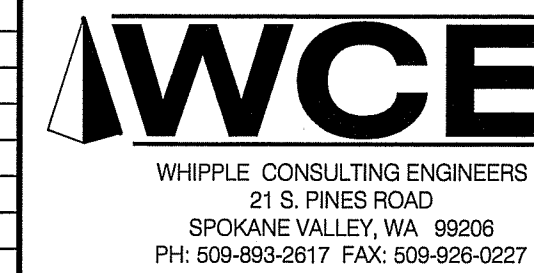
PROJ #: 22-3385

DATE: 9/21/23

DRAWN: ASG

REVIEWED: RDK

☒ CIVIL
☐ STRUCTURAL
☐ SURVEYING
☐ TRAFFIC
☐ PLANNING
☐ LANDSCAPE
☐ OTHER



PRAIRIE TRAIL BIKE PATH
COVER SHEET
PRAIRIE TRAIL
POST FALLS, ID

SHEET
C0.0

JOB NUMBER
22-3385

P:\WCE WORKS\2022\WCE PROJECTS\2022-3385 JACKLIN - 41 PHASE 2\DWG\3385-STREET-BIKE-PAVING.PLOT DATE:11/01/23

GENERAL

1. All work shall conform to the "Idaho Standards For Public Works Construction", (ISPMC) current edition, and the City Of Post Falls Standard Drawings and Specifications. In the case of conflict, the most stringent standard shall apply.
2. No revisions shall be made to these plans without the approval of the City Engineer. All proposed revisions shall be submitted by the Engineer of Record for review and approval by the City.
3. No revisions shall be made to the City Standard Drawings or Notes without written approval of the City Engineer. Revisions of City Standard Drawings shall be clearly identified upon the approved drawings; revisions or additions to Standard Notes shall be provided only within the Supplemental Notes.
4. All safety standards and requirements shall be the responsibility of the Contractor and complied with as set forth by OSHA.
5. Existing utilities shall be located by contacting CALL BEFORE YOU DIG at 811, at least 48 hours prior to starting any excavations. The Contractor shall notify the appropriate utility companies prior to starting work near any facilities and shall coordinate their work with company representatives.
6. Work shall not begin until a permit and notice to proceed is issued by the City.
7. The Contractor shall notify the City Engineering Inspector at least 48 hours prior to starting work or proceeding with new phases of construction. All inspections shall be scheduled with a minimum 24-hour notice prior to testing.
8. An approved set of improvement plans shall be kept on the job site at all times.
9. The Contractor shall maintain the streets, sidewalks, and all other public rights-of-way in a clean, safe and useable condition. All soil, rock, or construction debris shall be promptly removed from the publicly owned property during construction, and upon completion of the project. All adjacent property; private or public, shall be maintained in a clean, safe and useable condition.
10. Existing property corners or survey monuments shall be protected during the course of construction. Any damaged or obliterated corners or monuments shall be re-established by professional surveyors, licensed to work in the State of Idaho, prior to final acceptance.
11. Trees not identified for removal shall be preserved or protected in an approved manor prior to commencement of grading operations.
12. The Engineer of Record shall verify the adequacy of erosion and sedimentation control measures prior to the start of construction, and as necessary during the course of the project. Erosion and sedimentation control measures shall be installed in accordance with these plans, and the "Catalog of Storm Water Best Management Practices for Idaho Cities and Counties" as prepared by the Idaho Division of Environmental Quality.
13. All projects having the potential for runoff discharge to any surface water body; shall file a Notice of Intent (NOI), with the EPA. Copies of any required Storm Water Pollution Prevention Plans (SWPPP) or NOI shall be provided to the City prior to start of construction.
14. All concrete, unless otherwise specified, shall be commercial grade Portland Cement with air entrainment (6.5% +/- 1.5%), and a minimum 28-day compressive strength of 3000 psi.
15. All underground utility laterals shall be installed and approved before construction of curbs, cross gutters, sidewalks or the surfacing of streets.
16. Surface restoration of roadway cuts shall comply with the City's roadway cut policy. Permanent roadway patching shall be placed within 7 days of the initial roadway cut. Temporary patching that utilizes a minimum of 2 inches of asphalt concrete (cold mix) shall be placed within 24 hours of the initial roadway cut. The Contractor shall be responsible for the maintenance of all temporary patching and shall warrant all permanent patching for a period of 2 years.
17. All trenches and roadway cuts within public easements or rights-of-way shall be compacted in accordance with SD 301. Compaction test results shall be certified by the Engineer of Record and submitted to the City Engineer for approval prior to any paving and final acceptance of work.
18. All operations conducted on the premises shall be restricted to the hours between 6:00 a.m. and 10:00 p.m., unless otherwise approved by the City. This includes the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment or any other associated equipment.
19. All improvements shall be joined or matched in a manner satisfactory to the City Engineer. This includes all utility connections and necessary saw cutting, removal, replacement, extension, and capping associated with curb and gutter, sidewalks, swales, asphalt, concrete or other paving.
20. The Engineer of Record shall be responsible for all project inspections, including materials testing and quality control. Copies of daily reports and test results shall be made available to the City Engineer for review on a weekly basis, failure to provide reports may result in suspension of construction. Project certification and as-built drawings shall be submitted to the City Engineer prior to final acceptance and in conformance with the City's electronic submittal standards.
21. The Contractor shall be responsible for all traffic control, in accordance with the M.U.T.C.D., current edition. At least 48 hours prior to disruption of any traffic, traffic control plans shall be prepared and submitted to the City Engineering Division for approval. No work shall commence until a permit is issued and all approved traffic control is in place.
22. All landscaping maintained by the Property Owners Association shall have an irrigation installed and functioning.
23. All disturbed areas of the public rights-of-way shall be top coated with a minimum of 1 inch of topsoil and seeded with a dry land mix equivalent to the City's storm drainage standards.
24. All paving projects will need to adhere to the City of Post Falls Pavement Cut Policy.

SPECIAL NOTE

AVAILABLE RECORDS AND FIELD REASEARCH HAS BEEN CONDUCTED, TO LOCATE EXISTING PROPERTY CORNERES ASSOCIATED WITH THE PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS; AND THESE LOCATIONS SHALL BE VERIFIED PRIOR TO, AND AT THE COMPLETION OF CONSTRUCTION, PER IDAHO CODE 55-1613. EXISTING MONUMENT SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.

MASS GRADING AND GEOTECHNICAL NOTES

1. All cuts and fills shall be confined to the limits indicated within the approved grading plans.
2. The Contractor shall insure that all temporary slopes are stable and that appropriate erosion measures are in place and maintained.
3. Groundwater or unanticipated geologic conditions shall be reported to the Geotechnical Engineer for assessment and recommendations.
4. All compaction efforts shall be monitored and tested by an experienced Soils Technician, under the supervision of a Licensed Geotechnical Engineer representing the Owner.
5. All mass grading shall be monitored, tested, and certified by a Licensed Professional Engineer (Geotechnical Engineer).
6. Contractor is to notify the Geotechnical Engineer, the Engineer of record and City Engineering Inspector 48 hours prior to each and every start or stopping of construction, each time a lift of grading is ready for inspection, and each and every time the Contractor is requesting grading inspection from City. Failure to notify may result in Contractor removing any material that has not been inspected.
7. All areas shall be stripped of organic top soil and non-engineered fill; in addition to all brush, stumps, and roots. Onsite disposal of organic materials is not allowed. The Geotechnical Engineer shall review and approve all stripped and cleared areas prior to placement of fill. Prior to placing fill, the cleared areas shall be scarified and compacted.
8. Fills shall consist of well graded sands and gravels, with a maximum particle size of six inches, and no more than 20% passing the No. 200 sieve. The Geotechnical Engineer shall pre-approve all import soil sources.
9. Boulders and cobbles greater than 6 inches appearing in the excavation to a depth of at least 4 inches below subgrade shall be removed.
10. All fill material shall be dried or moistened to within 2% of the optimum moisture, prior to placement. Lifts shall not exceed eight inches. All fill shall be compacted to at least 90% of Modified Proctor (ASTM D-1557, AASHTO T-180), with the top 12 inches within the roadway prism compacted to 95% of the modified proctor. Material too coarse to test per the specified standards shall be placed in controlled lifts under a performance based method, as outlined within ISPMC.
11. Embankments shall not be constructed on frozen or snow-covered foundations, or with the use of frozen materials.
12. Embankments constructed on slopes greater than 5 horizontal to 1 vertical (5:1) shall be keyed into the undisturbed ground with horizontal benches of sufficient width to allow for the proper operation of compaction equipment.
13. The final limits of cut and fill shall be recorded with the boundary topography and survey by the Engineer or Record. The Geotechnical Engineer shall submit a certification of the fill, along with copies of observations and testing.
14. In the event that any unforeseen conditions not covered by these notes are encountered during grading operations, the Engineer of Record shall be immediately notified in order to provide guidance to Contractor.

STORM DRAINAGE

1. Temporary erosion control and water pollution measures shall be installed, in accordance with the plans and accepted best management practices adjustments to accommodate differing field conditions shall be made, as necessary, throughout the construction process. At no time, will silts and/or debris be allowed to drain into an existing or newly installed facility.
2. Swales within areas of mass grading shall be scarified a minimum of 24 inches prior to shaping, and after installation of curb and gutter.
3. All disturbed areas shall receive a minimum 1-inch dressing of top soil and be hydro seeded or sodded, as indicated on the plans. Seeded areas will not be accepted until the seed has germinated, and the grass is thoroughly established. Sodded areas will not be accepted until the roots have taken hold, and the grass has received two cuttings.
4. Care shall be taken to prevent compaction of the sub-grade in the grass infiltration areas of swales. In the event the sub-grade should be compacted or insufficient percolation is observed, testing of the sub-grade may be required at the discretion of the City Engineer. If a sufficient percolation is not observed, the sub-grade must be removed and replaced, or scarified to a minimum depth of 24" and retested.
5. Topsoil placed within the swales shall be free draining, and placed at a depth greater than 1-inch and less than 3-inches. At concrete spillways, finished top soil shall be kept 1'-2" below the finished concrete surface. To prevent compaction of the sub-grade and topsoil, wheeled equipment should not be used within the swale area. The minimum percolation rate through a constructed swale shall meet design requirements. Testing of percolation rates through a constructed swale may be required at the discretion of the City Engineer.
6. Drywells shall be installed to the elevations indicated on the plans. The elevation of the drywell rim shall be at least 0.2 feet below lowest adjoining curb out. Finished top soil adjacent to the drywell shall be at least 2-inches below the drywell rim.
7. Grass infiltration areas shall be hydro seeded with 50 lb. / 1,000 square feet, consisting of a mixture with equal portions of Canada Bluegrass, Crested Wheatgrass, Hard Fescue and Sheep Fescue. Seeded areas shall be fertilized with a commercial fertilizer per the manufactures specifications and mulched with "Silva Fiber Plus", or approved equal wood fiber cellulose at a rate of 1 ton per acre.
8. All sewer mains shall be air tested in accordance with ISPMC, Section 501.
9. Storm sewer pipes and drywells shall be separated a minimum of 10 feet horizontally from domestic water mains. Crossings of water mains and sewer systems shall have a minimum 18-inch vertical separation. Any anticipated separation less than minimum standards contained herein, shall conform to the Idaho Rules for Waste Water, (IDAPA 58.01.16)
10. Flood testing of all swales shall be conducted prior to final acceptance if required by the City Engineer.

SANITARY SEWER

1. Sanitary sewer mains up to 15-inch diameter shall be PVC, ASTM D 3034, SDR 35 with flexible gasketed joints. Sewer service connections shall be made by a tap to an existing main, or a tee branch from a new main connected above the spring line of the pipe. Service connections less than 45 above horizontal shall be allowed only when approved by the City Engineer, and at those locations indicated on the plans. Service connections to manholes are prohibited.
2. Force mains shall be PVC AWWA C905 DR 18 pipe. All force mains shall be constructed to the line and grade indicated on the approved plans, and have a minimum bury of 4.5 feet to the top of the pipe from finish grade. Force mains shall be hydrostatically tested per ISPMC, Section 401.
3. Force mains shall be installed with continuous tracer wire and plastic marking tape. Tracer wire shall be tested prior to sub grade approval, locating balls (available to be purchased from the City of Post Falls Public Works Department) shall be place at each bend.
4. Sewer services shall be sized as shown on the construction plans, and field staked for grade and alignment. A minimum invert depth of 5 feet below top of curb at the property line is required. As-built plans shall show services with stationing, off-set and depth.
5. Sewer services shall be at right angles to the sewer main, except in cul-de-sacs or street knuckles.
6. Disruption of existing sewer services while making connection to existing mains is prohibited, without the specific approval of the City Engineer.
7. All sewer mains shall be marked with continuous plastic marking tape. The ends of all services shall be marked with a marker indicating the depth of bury to the nearest inch, and a locating ball (locating balls available to be purchased from the City of Post Falls Public Works Department).
8. All public sewer lines shall be video inspected, and an electronic copy along with a transcript submitted to the Engineer of Record for review. Upon review, the Engineer of Record shall forward the video and transcript, along with a letter detailing recommendations for remediation or approval to the City Engineer. Paving shall not progress without the City Engineer's approval.
9. The Contractor shall be responsible for cleanup of any debris within newly constructed pipes, or their connections to existing systems. All lines and manholes shall be cleaned and inspected prior to paving. Hydrant flushing of sewers is not an acceptable means of cleaning.
10. All sewer mains shall be air tested in accordance with ISPMC, Section 501.
11. All thrust blocking shall be formed in place against undisturbed or compacted soil, and conform to the minimum dimensions shown in SD 403. The use of pre-cast thrust blocks is prohibited. All bolts and nuts shall be free of concrete and accessible by wrench.
12. All sanitary sewer mains shall be separated a minimum of 10 feet horizontally from domestic water lines. Crossings of water mains and sewer systems shall have a minimum 18-inch vertical separation with the water main being centered over the sanitary sewer. Any anticipated separation differing from the minimum standards contained herein shall conform to the Idaho Rules for Waste Water, (IDAPA 58.01.16)
13. The internal coating of sewer force main fittings shall be 40 mils of Protecto 401 ceramic epoxy coating as manufactured by Pacific States Cast Iron Pipe Co. or an approved equal.
14. For force mains that have a 12-inch diameter or larger plug valves shall be utilized, for force that have a diameter less than 12 inches gate valves shall be utilized.

STREETS

1. All fill placed within the roadway prism shall be compacted to 90% of the modified proctor, with the exception of the top 12 inches of sub-grade that shall be compacted to 95% of the modified proctor (ASTM D-1557).
2. Prior to placing base material, the following shall be completed:
 - A. All public utilities shall be installed, tested and approved.
 - B. The Engineer of Record shall certify and provide copies of compaction test results to the City Engineer, for all trenches and sub-grade.
 - C. The line and grade of the sub-grade shall be inspected and approved.
 - D. A proof-roll of the sub-grade shall be performed and observed by the Engineer of Record and City Engineering Inspector.
 - E. Obtain authorization from the Engineer of Record and City Engineering Inspector, to proceed with placement of base material. The City Engineering Inspector shall be notified at least 24 hours prior to placement of base material.
3. Crushed aggregate base shall conform to the Idaho Standards for Public Works Construction, Section 802, (type 1) ¾-inch maximum aggregate size, and shall be compacted to the following specifications:
 - A. Roadway: 95%-modified proctor.
 - B. Curb base and driveway approaches: 92%-modified proctor.
 - C. Sidewalks or trails: 90%-modified proctor.
4. Prior to placing asphalt concrete, the following shall be completed:
 - A. The Engineer of Record shall certify and provide compaction test results for base material to the City Engineer.
 - B. All utilities shall be adjusted to grade and thickened collars installed.
 - C. Obtain authorization from the Engineer of Record and City Engineer to proceed with asphalt paving. The City Engineering Inspector shall be notified at least 24 hours prior to placement of asphalt pavement.
5. Asphalt pavement shall conform with Idaho Transportation Department (ITD) specifications for Superpave. Pavement shall be SP3 PG 58-28 with ½" max aggregate size. Pavements with a Section of 3" or less may be placed with 1 lift. Pavements with a section greater than 3" shall be placed with multiple lifts. Minimum lift thickness of 1.5" and maximum thickness of 3".

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER

811

CALL TWO BUSINESS DAYS
BEFORE YOU DIG

NAVD - 88
NGS R-352: FOUND 3" BRASS CAP (SV0627)
ELEVATION: 2142.19

2	9/21/23	RDK	SECOND SUBMITTAL		
1	7/31/23	RDK	ORIGINAL PREPARATION		
NO.	DATE	BY	REVISIONS		

SCALE:		PROJ #:	22-3385	☒ CIVIL ☐ STRUCTURAL ☐ SURVEYING ☐ TRAFFIC ☐ PLANNING ☐ LANDSCAPE ☐ OTHER
HORIZONTAL:		DATE:	9/21/23	
1" = 50'		DRAWN:	ASG	
VERTICAL:		REVIEWED:	RDK	
N/A				

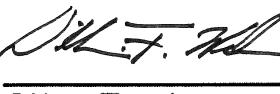
WCE

WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99208
PH: 509-893-2817 FAX: 509-898-0227

PRAIRIE TRAIL BIKE PATH
GENERAL NOTES
PRAIRIE TRAIL
POST FALLS, ID

City of Post Falls
Approval

Approved By:

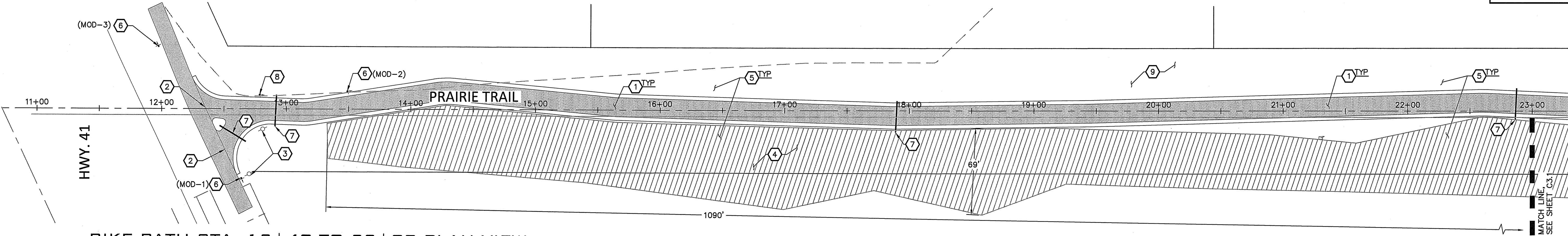
 11/3/23

City Engineer Date

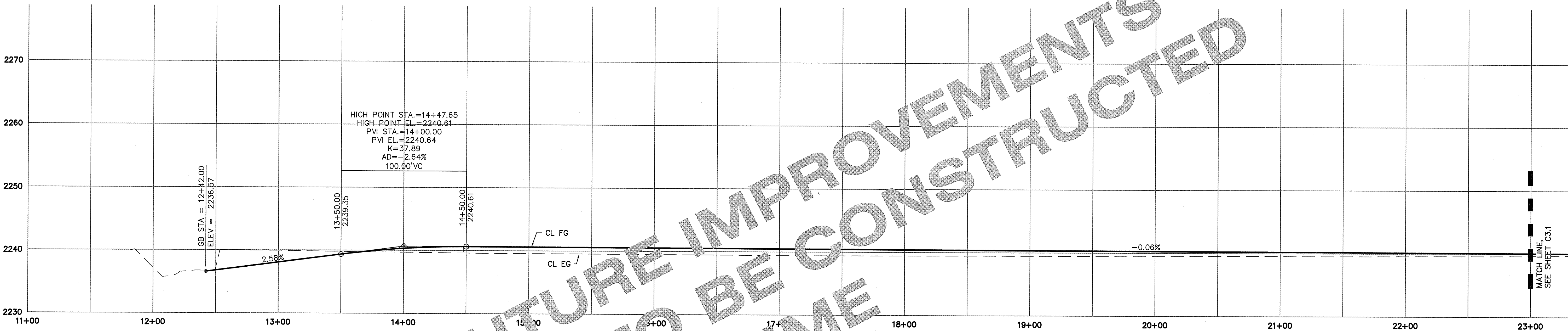
PROFESSIONAL ENGINEER
1617
STATE OF IDAHO
RAY KIMBALL

11/1/23

SHEET
C0.1
JOB NUMBER
22-3385



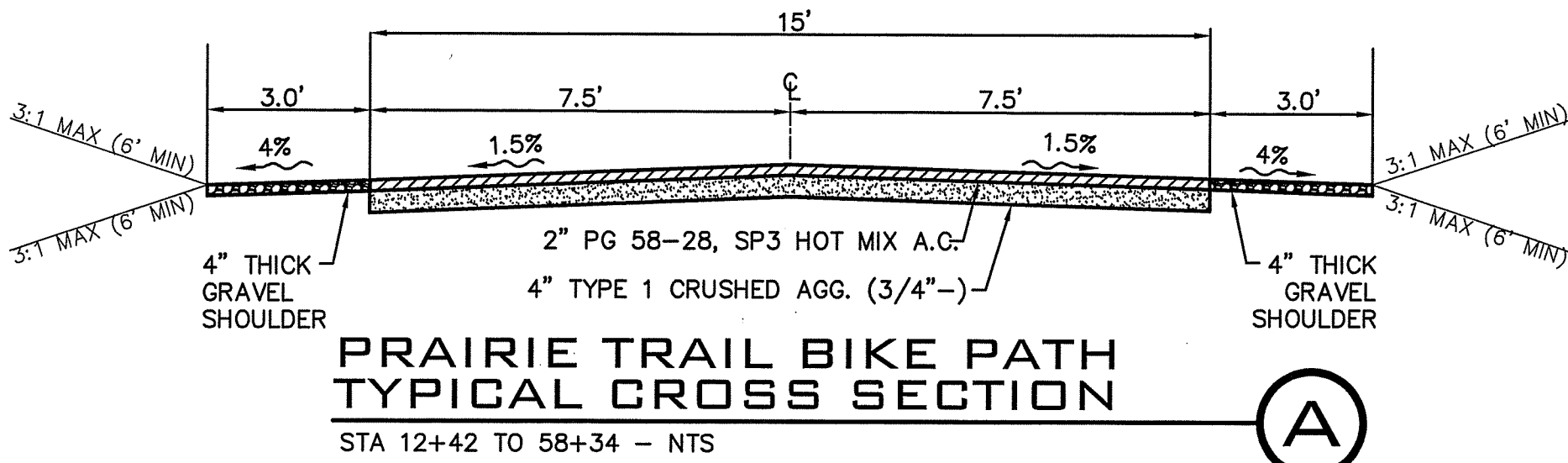
BIKE PATH STA. 12+40 TO 23+00 PLAN VIEW
SCALE: 1"=40'



PRAIRIE TRAIL BIKE PATH STA. 12+40 TO 23+00 PROFILE VIEW
SCALE(H): 1"=40'
SCALE(V): 1"=8'

CONSTRUCTION NOTES

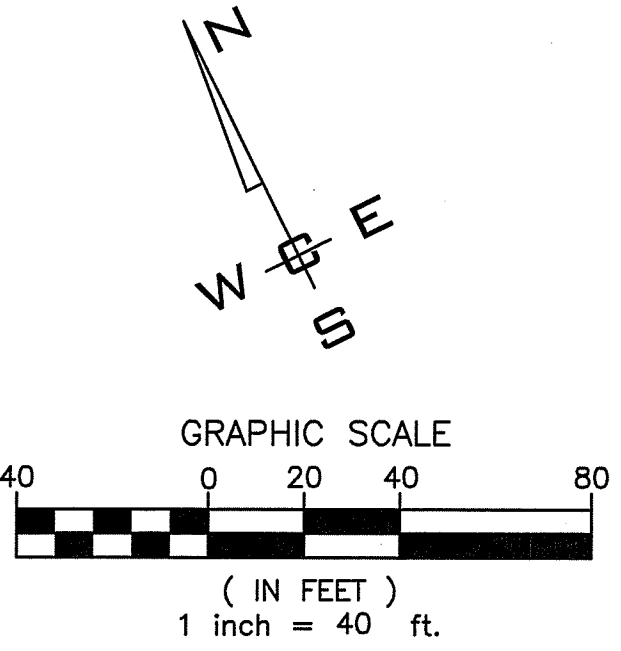
- 1 PROVIDE AND INSTALL BIKE PATH PER CITY OF POST FALLS STANDARD DETAIL SD-3209, AND DETAIL, THIS SHEET
- 2 MATCH EXISTING BACK OF WALK
- 3 EXISTING POWER POLE TO REMAIN
- 4 EXISTING BORROW PIT. ADJUST ALIGNMENT IN FIELD AS REQUIRED PER GEOTECHNICAL ENGINEER AND CITY OF POST FALLS RECOMMENDATIONS TO AVOID OVEREXCAVATION AND BORROW PIT REMEDIATION. BORROW PIT DIMENSIONS ARE TAKE APPROXIMATELY AT WIDEST POINT OF BORROW PIT.
- 5 NATIVE SEED ALL DISTURBED AREAS WITHIN PRAIRIE TRAIL RIGHT OF WAY PER STORM WATER NOTES 3 & 7 SHEET C0.1
- 6 PROVIDE AND INSTALL WAY-FINDING SIGN (D1-3a) PER DETAILS THIS SHEET
- 7 PROVIDE AND INSTALL 4" PVC (SCH40) IRRIGATION SLEEVES. EXTEND A MINIMUM OF 6" BEYOND EDGE OF GRAVEL SHOULDER, PROVIDE 18" COVER OVER SLEEVE.
- 8 PROVIDE AND INSTALL YIELD SIGN (R1-2) 18"x18"x18" PER CITY OF POST FALLS AND MUTCD STANDARDS. ON TELSAR POST, FACING TRAFFIC
- 9 LOCATION OF PROPOSED BORROW PIT. CONTRACTOR TO MAP LIMITS, AND DEPTH PRIOR TO BACKFILL. BACKFILL MAY NOT INCLUDE ANY ASPHALT, TRASH, OR OTHER UNACCEPTABLE MATERIAL. TOPSOIL IS CONSIDERED ACCEPTABLE BACKFILL.



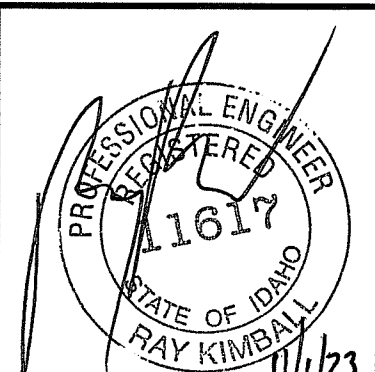
- SH41 Trail
↑ Rathdrum 2
Prairie Trail →
Centennial Trail 6 →
Coeur d'Alene 2 →
- D-1-3a (MOD-1)
- SH41 Trail
Rathdrum 2 →
← Centennial Trail 3
- D-1-3a (MOD-2)
- SH41 Trail
↑ Centennial Trail 3
- ← Prairie Trail
← Centennial Trail 6
← Coeur d'Alene 2
- D-1-3a (MOD-3)

NOTES:

1. THIS PLAN MAY NOT SHOW ALL EXISTING UTILITIES. EXISTING UTILITY LOCATIONS ARE APPROXIMATE ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE EXISTENCE AND ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. ALL AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED, TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO, AND AT THE COMPLETION OF CONSTRUCTION PER IDAHO CODE 55-1613. EXISTING MONUMENTS SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.



City of Post Falls
Approval
Approved By: *[Signature]* 11/3/23
City Engineer Date



6: WCE WORK\2022 WCE PROJECTS\2022-3385 JACKLIN- 41 PHASE 2\DWG\3385-STREET-BIKE-PATH\DWG PLOT DATE:11/01/23

NAVD - 88
NGS R-352: FOUND 3" BRASS CAP (SV0627)
ELEVATION: 2142.19

NO.	DATE	BY	REVISIONS
2	9/21/23	RDK	SECOND SUBMITTAL
1	7/31/23	RDK	ORIGINAL PREPARATION

SCALE:
HORIZONTAL:
1" = 40'
VERTICAL:
N/A

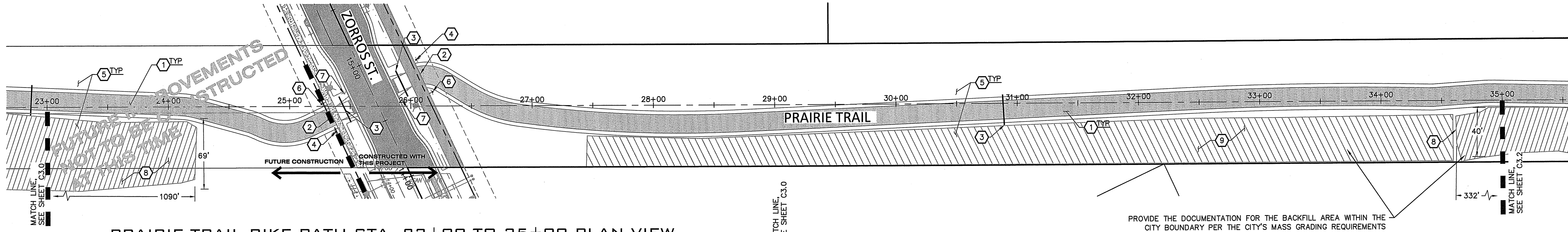
PROJ #: 22-3385
DATE: 9/21/23
DRAWN: JED
REVIEWED: RDK

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

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

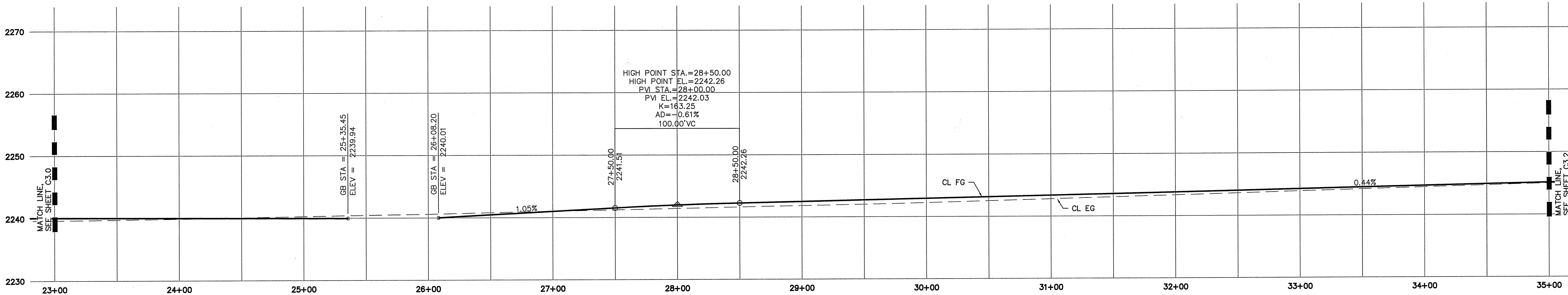
PRAIRIE TRAIL BIKE PATH
BIKE PATH STA. 12+40 to 23+00
PRAIRIE TRAIL
POST FALLS, ID

SHEET
C3.0
JOB NUMBER
22-3385



PRAIRIE TRAIL BIKE PATH STA. 23+00 TO 35+00 PLAN VIEW

SCALE: 1"=40'



PRAIRIE TRAIL BIKE PATH STA. 23+00 TO 35+00 PROFILE VIEW

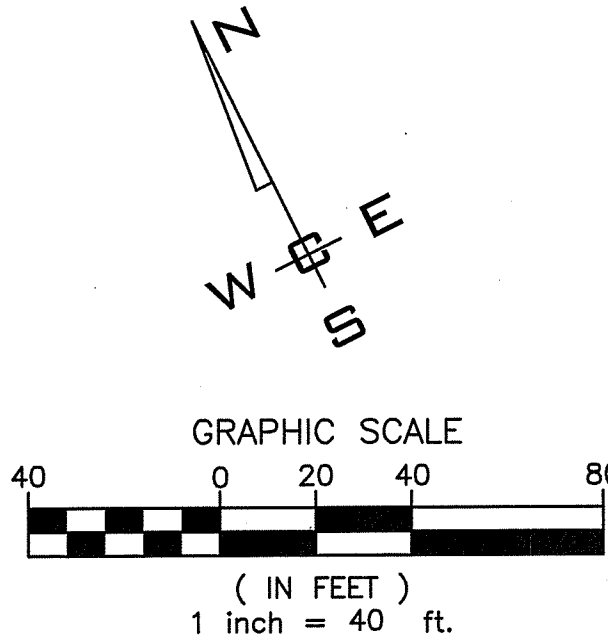
SCALE(H): 1"=40'
SCALE(V): 1" = 8'

CONSTRUCTION NOTES

- 1 PROVIDE AND INSTALL BIKE PATH PER CITY OF POST FALLS STANDARD DETAIL SD-3209, AND DETAIL, SHEET C3.0
- 2 MATCH EXISTING BACK OF WALK
- 3 PROVIDE AND INSTALL 4" PVC (SCH40) IRRIGATION SLEEVES. EXTEND A MINIMUM OF 6" BEYOND EDGE OF GRAVEL SHOULDER, PROVIDE 18" COVER OVER SLEEVE.
- 4 PROVIDE AND INSTALL YIELD SIGN (R1-2) 18"x18"x18" PER CITY OF POST FALLS AND MUTCD STANDARDS. ON TELSPAR POST, FACING BIKE PATH
- 5 NATIVE SEED ALL DISTURBED AREAS WITHIN PRAIRIE TRAIL RIGHT OF WAY PER STORM WATER NOTES 3 & 7 SHEET C0.1
- 6 PROVIDE AND INSTALL "NO MOTOR VEHICLES" SIGN" (R5-3) PER CITY OF POST FALLS AND MUTCD STANDARDS, FACING ROAD
- 7 FIELD VERIFY RECTANGULAR RAPID FLASHING BEACON (RRFB) HAS BEEN INSTALLED PER HAYCROP COMMERCIAL PARK ADDITION PLANS AND CITY OF POST FALLS STANDARDS AND SPECIFICATIONS.
- 8 EXISTING BORROW PIT. ADJUST ALIGNMENT IN FIELD AS REQUIRED PER GEOTECHNICAL ENGINEER AND CITY OF POST FALLS RECOMMENDATIONS TO AVOID OVEREXCAVATION AND BORROW PIT REMEDIATION. BORROW PIT DIMENSIONS ARE TAKE APPROXIMATELY AT WIDEST POINT OF BORROW PIT.
- 9 LOCATION OF PROPOSED BORROW PIT. CONTRACTOR TO MAP LIMITS, AND DEPTH PRIOR TO BACKFILL. BACKFILL MAY NOT INCLUDE ANY ASPHALT, TRASH, OR OTHER UNACCEPTABLE MATERIAL. TOPSOIL IS CONSIDERED ACCEPTABLE BACKFILL. SEE CITY DETAIL FOR BACKFILL ON SHEET C3.5.

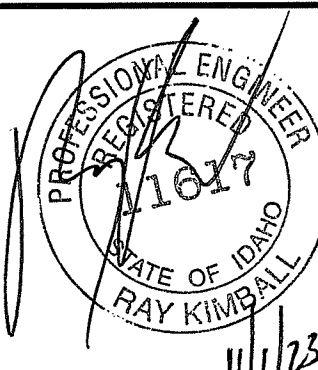
NOTES:

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2. ALL AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED, TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO, AND AT THE COMPLETION OF CONSTRUCTION PER IDAHO CODE 55-1613. EXISTING MONUMENTS SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.



City of Post Falls
Approval

Approved By: *[Signature]* 11/3/23
City Engineer Date



P:\WCE\WORK\2022\WCE PROJECTS\2022-3385 JACKLIN- 41 PHASE 2\DWG\3385-STREET-BIKE-PATH.DWG PLOT DATE:11/01/23

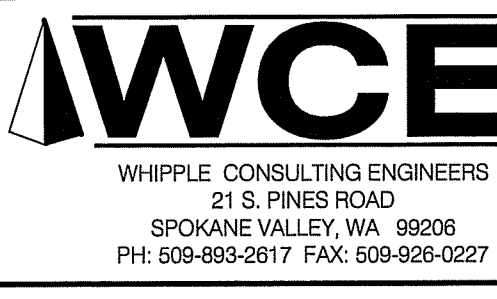
NAVD - 88
NGS R-352: FOUND 3" BRASS CAP (SV0627)
ELEVATION: 2142.19

NO.	DATE	BY	REVISIONS
2	9/21/23	RDK	SECOND SUBMITTAL
1	7/31/23	RDK	ORIGINAL PREPARATION

SCALE:
HORIZONTAL:
1" = 40'
VERTICAL:
N/A

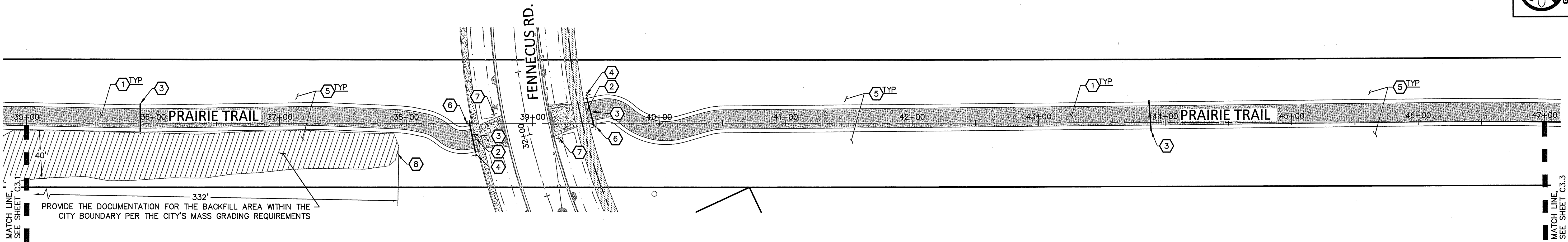
PROJ #:	22-3385
DATE:	9/21/23
DRAWN:	
REVIEWED:	RDK

☒ CIVIL
☐ STRUCTURAL
☐ SURVEYING
☐ TRAFFIC
☐ PLANNING
☐ LANDSCAPE
☐ OTHER



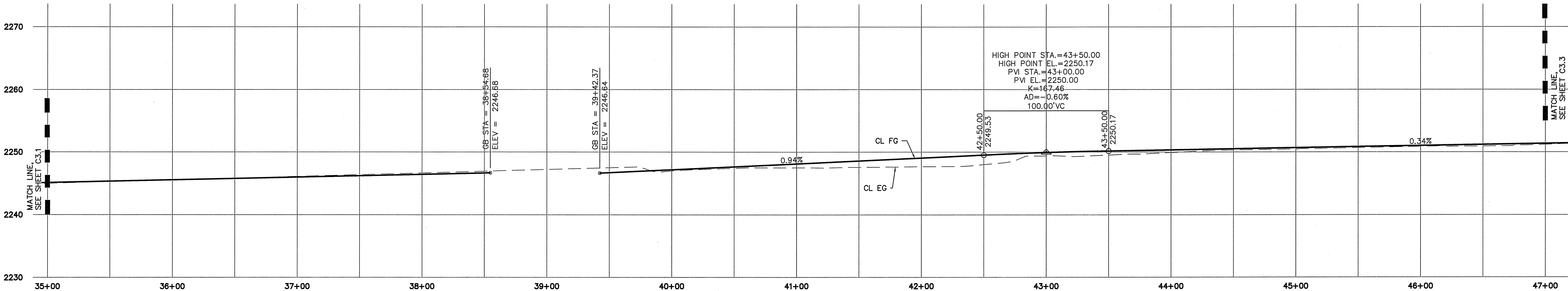
PRAIRIE TRAIL BIKE PATH
BIKE PATH STA. 23+00 TO 35+00
PRAIRIE TRAIL
POST FALLS, ID

SHEET
C3.1
JOB NUMBER
22-3385



PRAIRIE TRAIL BIKE PATH STA. 35+00 TO 47+00 PLAN VIEW

SCALE: 1"=40'



PRAIRIE TRAIL BIKE PATH STA. 35+00 TO 47+00 PROFILE VIEW

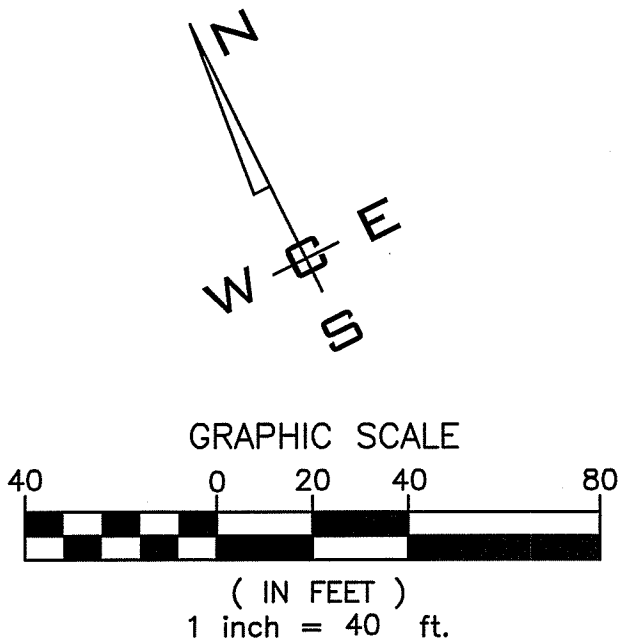
SCALE(H): 1"=40'
SCALE(V): 1" = 8'

CONSTRUCTION NOTES

- 1 PROVIDE AND INSTALL BIKE PATH PER CITY OF POST FALLS STANDARD DETAIL SD-3209, AND DETAIL, SHEET C3.0
- 2 MATCH EXISTING BACK OF WALK
- 3 PROVIDE AND INSTALL 4" PVC (SCH40) IRRIGATION SLEEVES. EXTEND A MINIMUM OF 6" BEYOND EDGE OF GRAVEL SHOULDER, PROVIDE 18" COVER OVER SLEEVE.
- 4 PROVIDE AND INSTALL YIELD SIGN (R1-2) 18"x18"x18" PER CITY OF POST FALLS AND MUTCD STANDARDS. ON TELSPAR POST, FACING BIKE PATH
- 5 NATIVE SEED ALL DISTURBED AREAS WITHIN PRAIRIE TRAIL RIGHT OF WAY PER STORM WATER NOTES 3 & 7 SHEET C0.1
- 6 PROVIDE AND INSTALL "NO MOTOR VEHICLES" SIGN" (R5-3) PER CITY OF POST FALLS AND MUTCD STANDARDS, FACING ROAD
- 7 FIELD VERIFY RECTANGULAR RAPID FLASHING BEACON (RRFB) HAS BEEN INSTALLED PER HAYCROP COMMERCIAL PARK ADDITION PLANS.
- 8 EXISTING BORROW PIT. ADJUST ALIGNMENT IN FIELD AS REQUIRED PER GEOTECHNICAL ENGINEER AND CITY OF POST FALLS RECOMMENDATIONS TO AVOID OVER-EXCAVATION AND BORROW PIT REMEDIATION. SEE CITY DETAIL FOR BACKFILL ON THE SHEET C3.5.

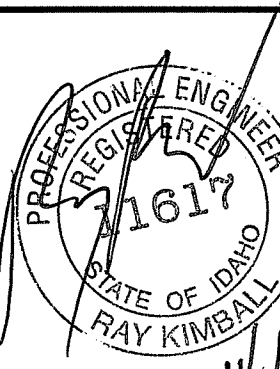
NOTES:

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City of Post Falls
Approval

Approved By: *[Signature]* 11/3/23
City Engineer Date



P:\WCE\WORK\2022\WCE PROJECTS\2022-3385 JACKLIN- 41 PHASE 2\WCE\3385-STREET-BIKE-PATH\DWG PLOT DATE:11/01/23

NAVD - 88
NGS R-352: FOUND 3" BRASS CAP (SV0627)
ELEVATION: 2142.19

NO.	DATE	BY	REVISIONS
2	9/21/23	RDK	SECOND SUBMITTAL
1	7/31/23	RDK	ORIGINAL PREPARATION

SCALE:
HORIZONTAL:
1" = 40'
VERTICAL:
N/A

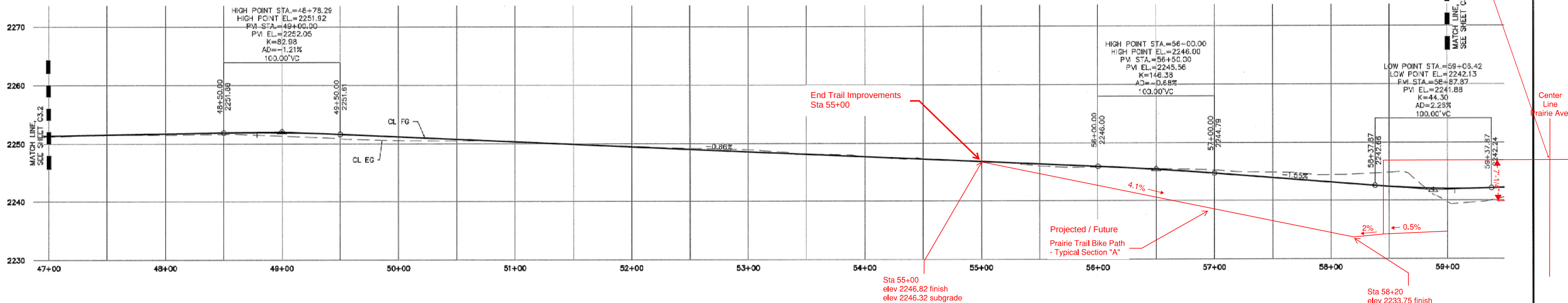
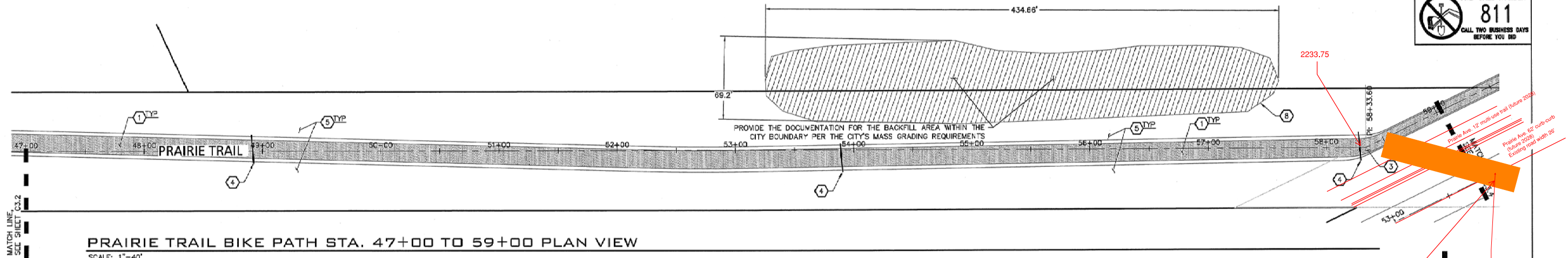
PROJ #: 22-3385
DATE: 9/21/23
DRAWN:
REVIEWED: RDK

☒ CIVIL
☐ STRUCTURAL
☐ SURVEYING
☐ TRAFFIC
☐ PLANNING
☐ LANDSCAPE
☐ OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99208
PH: 509-885-2617 FAX: 509-928-0227

**PRAIRIE TRAIL BIKE PATH
BIKE PATH STA. 35+00 TO 47+00**
**PRAIRIE TRAIL
POST FALLS, ID**

**SHEET
C3.2**
JOB NUMBER
22-3385

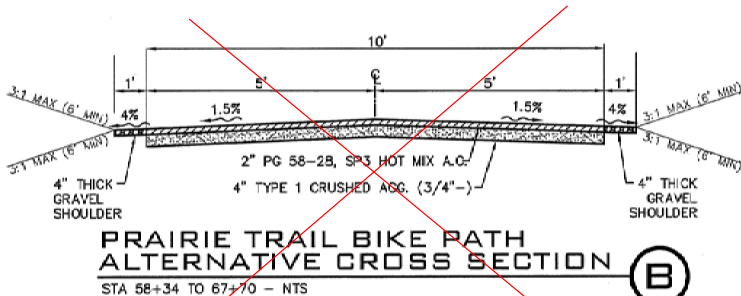


PRAIRIE TRAIL BIKE PATH STA. 47+00 TO 59+00 PROFILE VIEW

SCALE(H): 1"=40'
SCALE(V): 1"= 8'

CONSTRUCTION NOTES

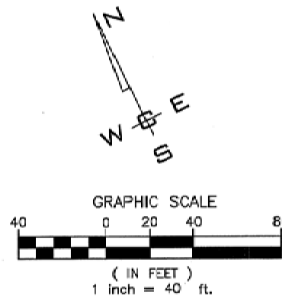
1. PROVIDE AND INSTALL BIKE PATH PER CITY OF POST FALLS STANDARD DETAIL SD-3209, AND DETAIL, SHEET C3.0
2. PROVIDE AND INSTALL BIKE PATH PER ALTERNATIVE SECTION DETAIL, THIS SHEET
3. TRANSITION FROM SECTION "A" PER DETAIL SHEET 3.0 TO SECTION "B" DETAIL PER THIS SHEET
4. PROVIDE AND INSTALL 4" PVC (SCH40) IRRIGATION SLEEVES. EXTEND A MINIMUM OF 6" BEYOND EDGE OF GRAVEL SHOULDER, PROVIDE 18" COVER OVER SLEEVE.
5. NATIVE SEED ALL DISTURBED AREAS WITHIN PRAIRIE TRAIL RIGHT OF WAY PER STORM WATER NOTES 3 & 7 SHEET C0.1
6. EXISTING BORROW PIT. ADJUST ALIGNMENT IN FIELD AS REQUIRED PER GEOTECHNICAL ENGINEER AND CITY OF POST FALLS RECOMMENDATIONS TO AVOID OVEREXCAVATION AND BORROW PIT REMEDIATION. BORROW PIT DIMENSIONS ARE TAKE APPROXIMATELY AT WIDEST POINT OF BORROW PIT. SEE CITY DETAIL FOR BACKFILL ON THE SHEET C3.5.



PRAIRIE TRAIL BIKE PATH
ALTERNATIVE CROSS SECTION (B)
STA 58+34 TO 67+70 - NTS

NOTES:

1. THIS PLAN MAY NOT SHOW ALL EXISTING UTILITIES. EXISTING UTILITY LOCATIONS ARE APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTENCE AND ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. ALL AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED, TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO, AND AT THE COMPLETION OF CONSTRUCTION PER IDAHO CODE 55-1613. EXISTING MONUMENTS SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.



City of Post Falls
Approval
Approved By: *[Signature]* 11/3/23
City Engineer Date

PROFESSIONAL ENGINEER
11617
DATE OF ISSUE
RAY KIMBALL
11/1/23

PRAIRIE TRAIL BIKE PATH
BIKE PATH STA. 47+00 TO 59+00
PRAIRIE TRAIL
POST FALLS, ID

SHEET
C3.3
JOB NUMBER
22-3385

NO.	DATE	BY	REVISIONS
2	9/21/23	RDK	SECOND SUBMITTAL
1	7/31/23	RDK	ORIGINAL PREPARATION

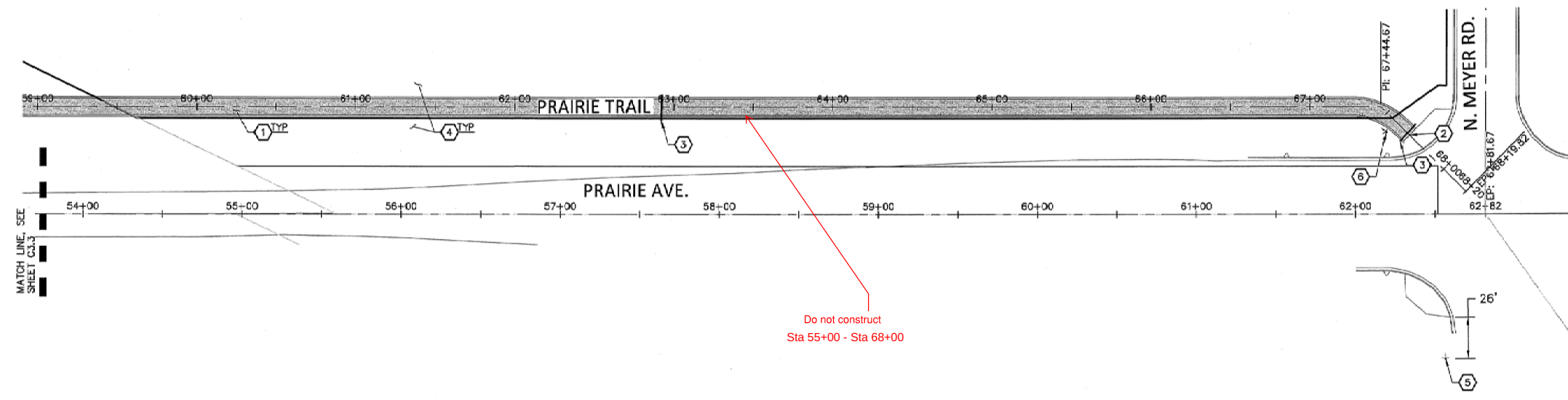
SCALE:
HORIZONTAL:
1" = 40'
VERTICAL:
N/A

PROJ #: 22-3385
DATE: 9/21/23
DRAWN:
REVIEWED: RDK

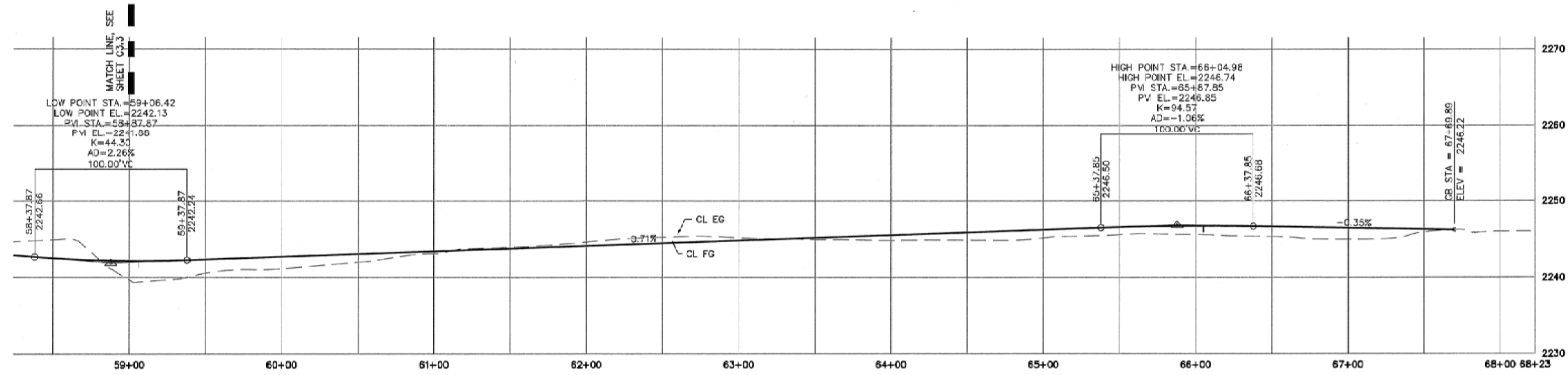
CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

WCE
WHIFFLE CONSULTING ENGINEERS
21 S. PINE ROAD
SPOKANE VALLEY, WA 99208
PH 509-895-2017 FAX 509-428-2227

NAVD - 88
NGS R-552: FOUND 3" BRASS CAP (SV0327)
ELEVATION: 2142.19
P:\WCE\WORK\2022\WCE PROJECTS\2022-3385 JACKLIN- 41 PHASE 2\DWG\3385-STREET-BIKE-PATH\DWG PLOT DATE:11/07/23



PRAIRIE TRAIL BIKE PATH STA. 59+00 TO 68+00 PLAN VIEW
SCALE: 1"=40'

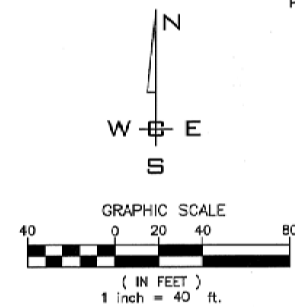


PRAIRIE TRAIL BIKE PATH STA. 59+00 TO 68+00 PROFILE VIEW
SCALE(H): 1"=40'
SCALE(V): 1"=8'

CONSTRUCTION NOTES

- 1 PROVIDE AND INSTALL BIKE PATH PER ALTERNATIVE SECTION DETAIL, SHEET C3.3
- 2 MATCH EXISTING BACK OF WALK
- 3 PROVIDE AND INSTALL 4" PVC (SCH40) IRRIGATION SLEEVES, EXTEND A MINIMUM OF 6" BEYOND EDGE OF GRAVEL SHOULDER, PROVIDE 18" COVER OVER SLEEVE.
- 4 NATIVE SEED ALL DISTURBED AREAS WITHIN PRAIRIE TRAIL RIGHT OF WAY PER STORM WATER NOTES 3 & 7 SHEET C0.1
- 5 PROVIDE AND INSTALL W11-1 WITH W16-1P (SHARE THE ROAD) 26' SOUTH OF END OF PEDESTRIAN FACILITIES
- 6 PROVIDE AND INSTALL 24"x36" SIGN "PRAIRIE TRAIL CONTINUES 400 FEET SOUTH ON MEYER ROAD" PER DETAIL D-1-3A, THIS SHEET

- NOTES:
- 1. THIS PLAN MAY NOT SHOW ALL EXISTING UTILITIES. EXISTING UTILITY LOCATIONS ARE APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTENCE AND ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 - 2. ALL AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED, TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO, AND AT THE COMPLETION OF CONSTRUCTION PER IDAHO CODE 55-1613. EXISTING MONUMENTS SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.



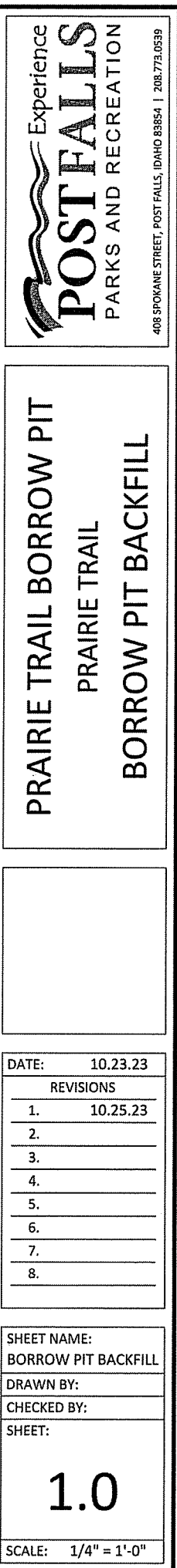
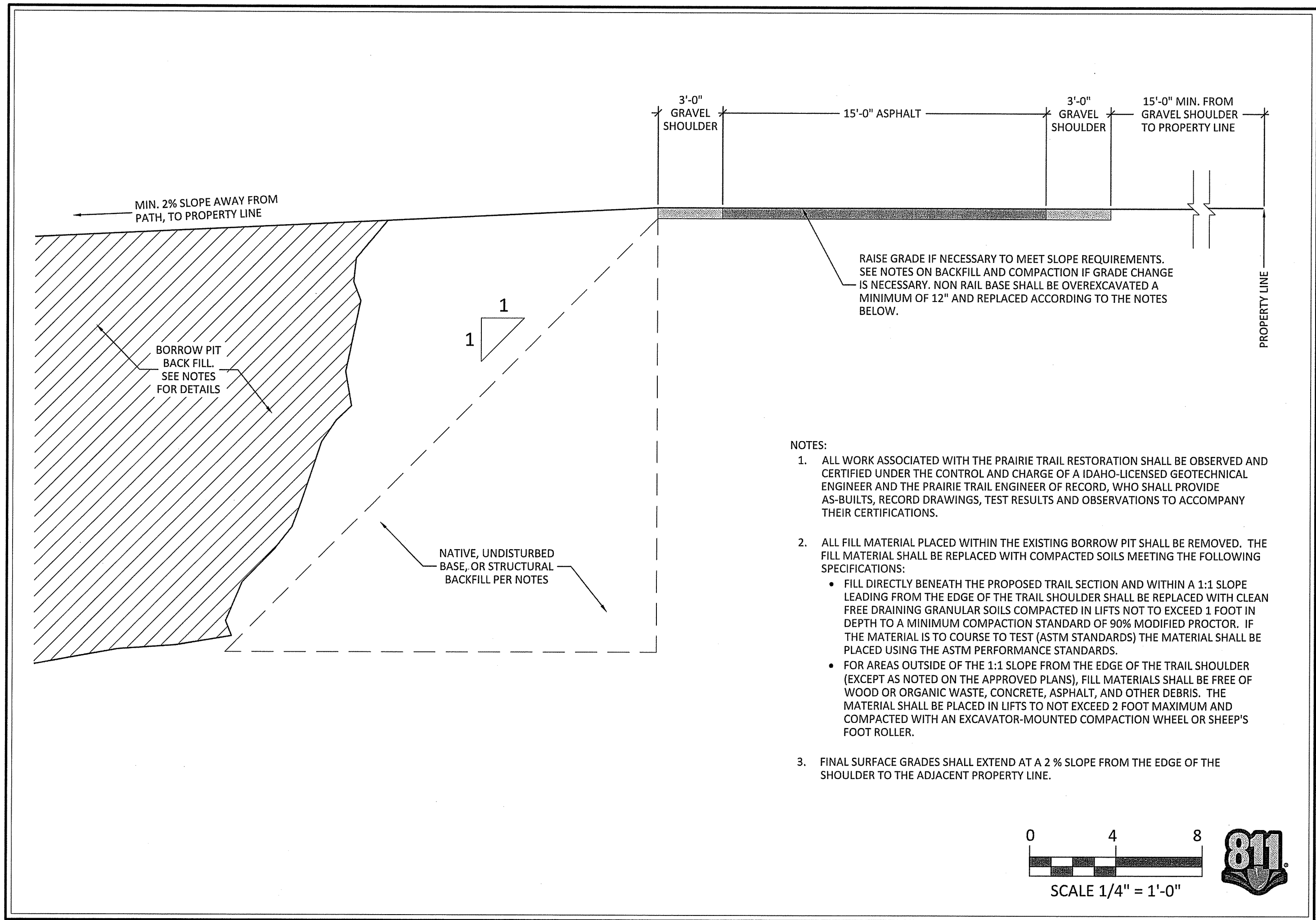
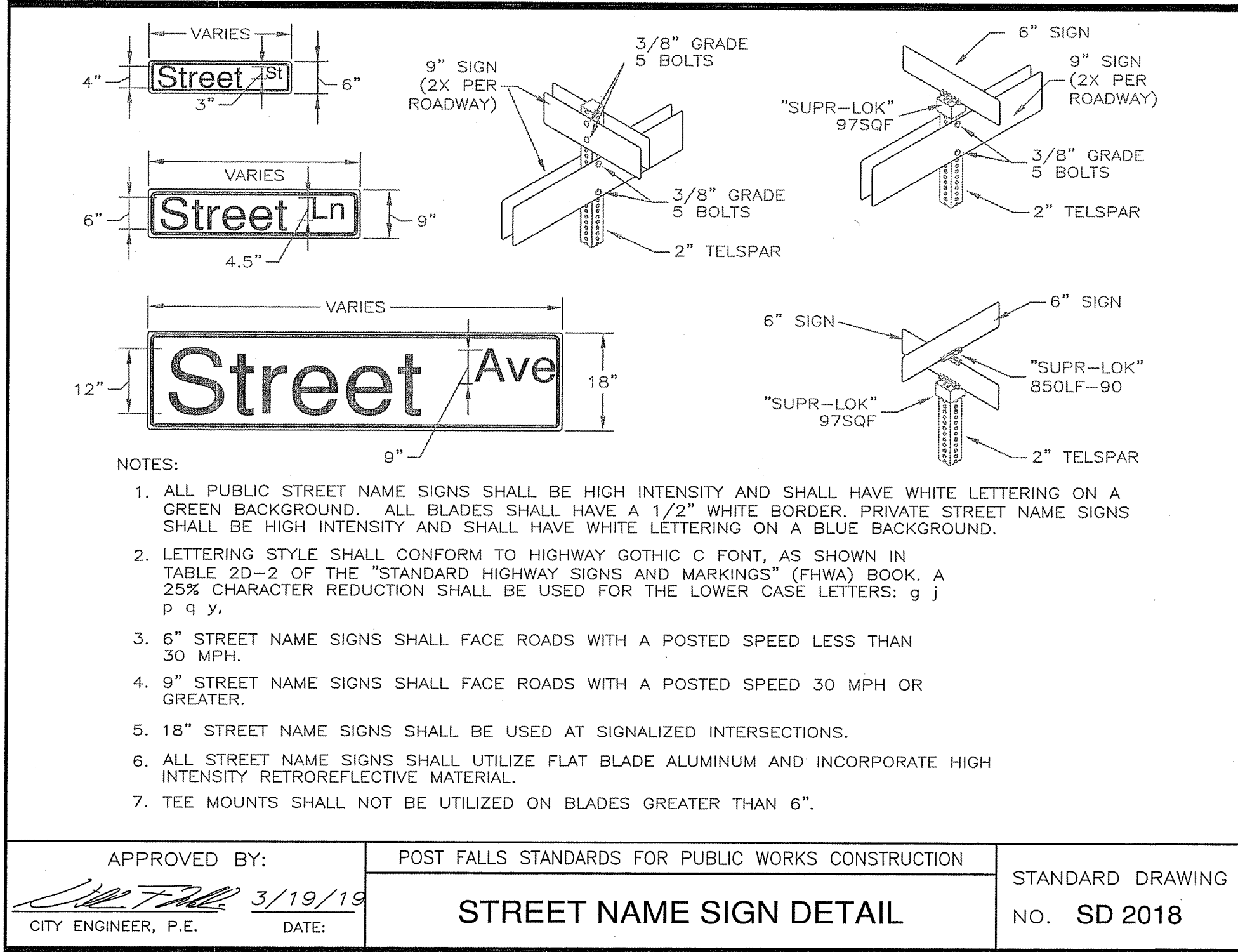
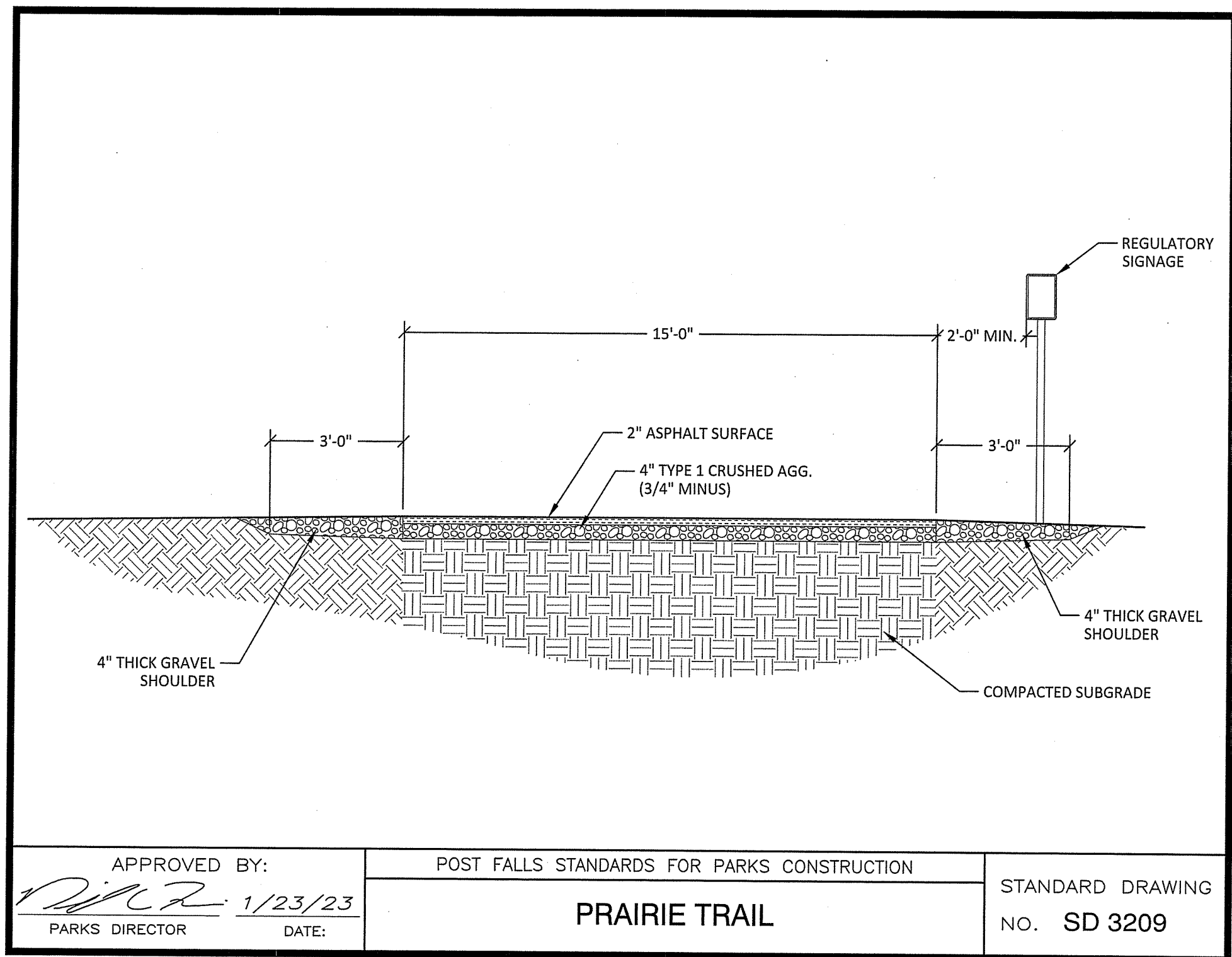
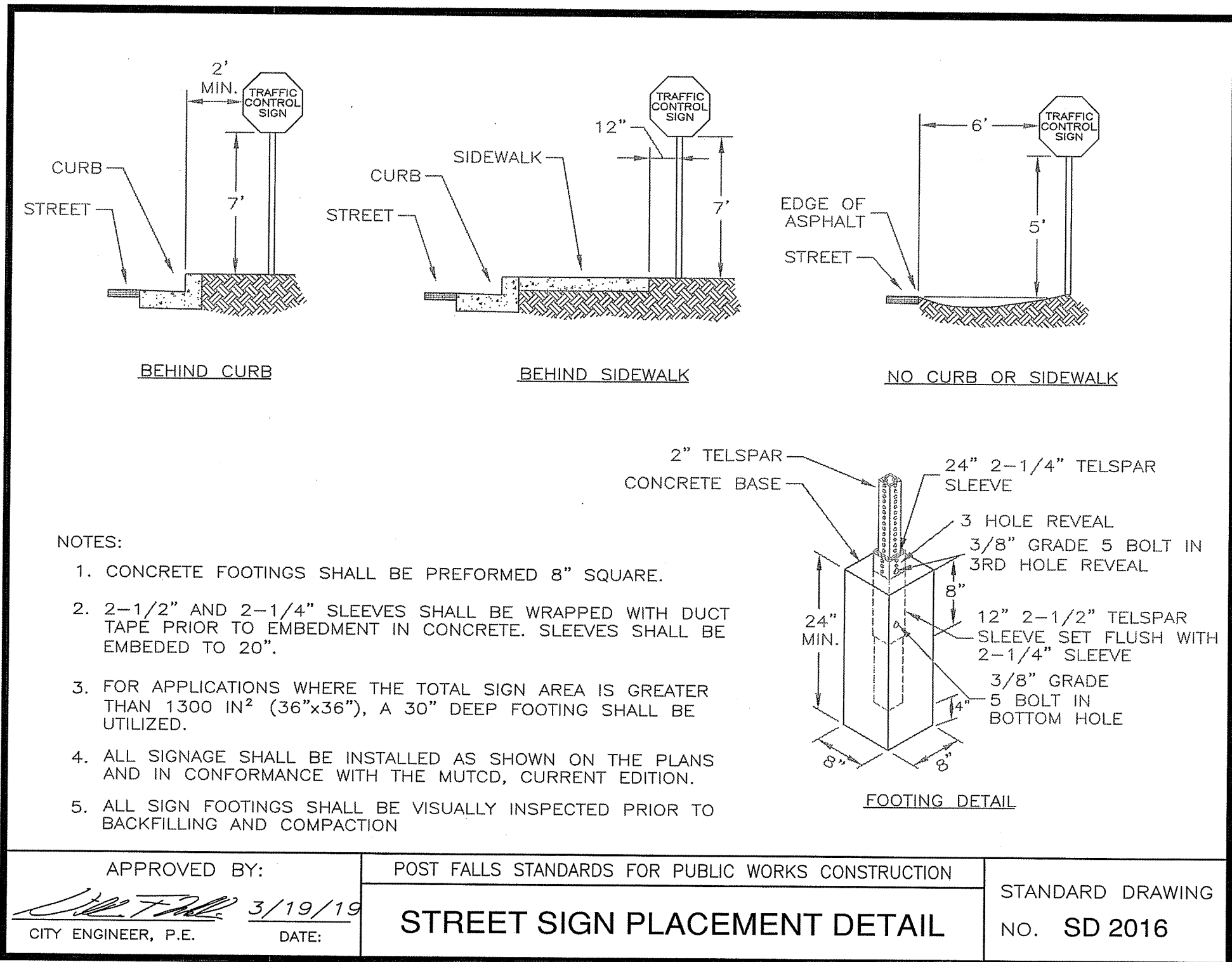
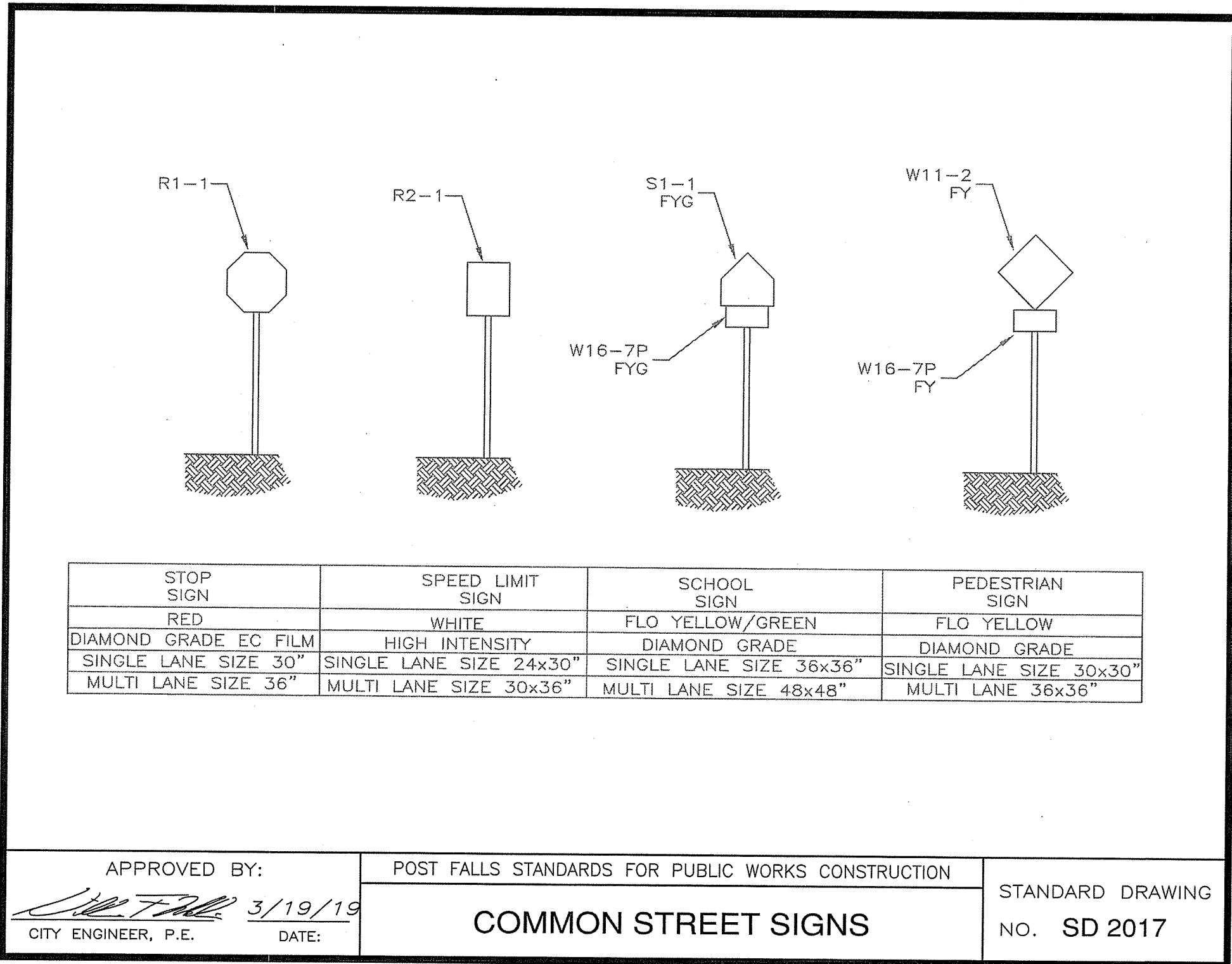
PROJECT: 2022 WCE PROJECTS\2022-23\505 JACKLIN- 41 PHASE 2\UMBA\380-SHRI-1-BIKE-PATH.DWG PLOT DATE: 11/07/23

NAVD - 88
NGS R-382: FOUND 3" BRASS CAP (SV0627)
ELEVATION: 2142.19

2 9/21/23 RDK SECOND SUBMITTAL			SCALE: HORIZONTAL: 1" = 40' VERTICAL: N/A	PROJ #: 22-3385 DATE: 9/21/23 DRAWN: REVIEWED: RDK	☒ CIVIL ☐ STRUCTURAL ☐ SURVEYING ☐ TRAFFIC ☐ PLANNING ☐ LANDSCAPE ☐ OTHER	WCE WHIPPLE CONSULTING ENGINEERS 21 S. PINES ROAD SPOKANE VALLEY, WA 99208 PH: 509-393-5817 FAX: 509-528-0227	PRAIRIE TRAIL BIKE PATH BIKE PATH STA. 59+00 TO 68+00 PRAIRIE TRAIL POST FALLS, ID	SHEET C3.4 JOB NUMBER 22-3385
1 7/31/23 RDK ORIGINAL PREPARATION								
NO. DATE BY REVISIONS								

City of Post Falls Approval	
Approved By: <i>[Signature]</i> City Engineer	Date: 11/3/23





City of Post Falls
Approval

Approved By: *[Signature]* 11/3/23
City Engineer Date

PROFESSIONAL ENGINEER
REGISTERED
1617
STATE OF IDAHO
RAY KIMBALL
11/1/23

2	9/21/23	RDk		SECOND SUBMITTAL	
1	7/31/23	RDk		ORIGINAL PREPARATION	
NO.	DATE	BY		REVISIONS	

SCALE:	PROJ #:	22-3385
HORIZONTAL:	DATE:	9/21/23
N/A	DRAWN:	JED
VERTICAL:	REVIEWED:	RDk
N/A		

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

**PRAIRIE TRAIL BIKE PATH
GENERAL DETAILS**

**PRAIRIE TRAIL
POST FALLS, ID**

**SHEET
C3.5**

JOB NUMBER
22-3385

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 8/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: North Place East 2nd Addition Subdivision 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 subdivision.

DISCUSSION:

This Agreement reflects the construction phase of the North Place East 2nd Addition Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 38-lot subdivision, with the application for plat submitted by Greenstone-Kootenai II.

*Draft attached. Original to clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Draft CIA

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Greenstone-Kootenai II** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **North Place East 2nd Addition**, 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 construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

I, **Kevin Schneidmiller**, execute this Agreement as the Developer with 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, as applicable. It is understood that the person(s) who execute this Agreement on behalf of the Developer does so in the capacity of Owner, and that they 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

Kevin Schneidmiller
Greenstone-Kootenai II
N. 1421 Meadowwood Ln #200
Liberty Lake, WA 99019

CITY

Ronald Jacobson, Mayor
City of Post Falls
408 Spokane Street
Post Falls, Idaho 83854
(208) 773-3511

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 17, Subdivisions, of the Post Falls City Code requires certain common 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, subdivisions and their 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, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded or adequate surety provided; and no Certificates of Occupancy will be issued until the plat has been recorded and all improvements necessary for public health and safety are constructed and

substantially complete. Said requirement shall not prohibit construction of a pre-approved model home or other demonstration project provided that it is not intended for sale or occupancy before all subdivision improvements are substantially complete and adequate life safety measures are addressed; and

WHEREAS, the Owner is deemed to have satisfied the requirements for the plat to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

WHEREAS, the City of Post Falls has adopted site development standards which require work in the public rights of way in order to complete site development work on projects to comply with the City's Subdivision Ordinance; and

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:

The real property which is the subject of this 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 Development Agreement).

The Developer seeks the City's agreement to enter into a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of this 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.

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 in accordance with the requirements of ordinances of the City of Post Falls. Evidence any required surety at the time of execution of this Agreement shall be attached hereto and be labeled Attachment D.

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, platting 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.

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 work 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 City. Engineer's duties 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 this 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

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.
- B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of disability, 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 not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- D. The Developer shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property

owner which the developer connects to the City sewer or water system as part of the installation of the public improvement.

- E. The Developer shall be responsible to pay the cost of operation of the street lights within the development for a period of one year. The Developer shall pay to the City, at the time of execution of this Agreement the anticipated cost of the operation of the street lights within the development for one year, as determined by the City.

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 of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest 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 its interest 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. 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, 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. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs 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 1.13,A.4.
2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
3. 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 herein 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 homeowner's association.
- D. "City", for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.
- E. "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.
- F. "Final Acceptance" by the City means that the City is satisfied that all improvements required by this Agreement and Titles 17 and 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 – MEET AND CONFER

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. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

Developer shall be solely responsible for all platting of the property.

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 2.02.D.1, 2.02.D.2, or 2.02.D.3. 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. The City Engineer may require a guaranty be established prior to any work within the existing rights of way commencing and prior to the Developer providing a guaranty for the purposes of recording the plat. The purpose of this guaranty is to allow the City remedy under Section 1.13.
- 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 estimates, 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.
- 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 company issuing the surety 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 surety will not be renewed.

- 1. 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. 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.

3. 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 a form approved by the City.

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 PREREQUISITES TO 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 Engineering Inspection Fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Engineering Inspection Fee Summary.

2.04 ENGINEER

A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, 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 and 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.

2.05 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.

2.06 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.

2.07 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 construction schedule shall indicate 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.

2.08 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 City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.09 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 subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

2.10 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.

2.11 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 co-ordinate 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.

2.12 SURVEYOR

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

2.13 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 within the City's Engineering Project Certification and Quality Control provision.

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

- A. The Engineer of Record or their representatives 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 2.13A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.13, 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.

2.16 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 issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.17 ACCESS

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

2.18 MAINTENANCE

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within 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.

2.19 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.

2.20 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 licensed 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 2.13F. 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 and no liens or other claims have been recorded, and that he knows of no intent to file a claim or lien against the property, the improvement, 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. 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, except for sewer systems which shall be warranted until such time as the number of active users on the system reaches twenty percent (20%) of the approved user design capacity, but not less than one (1) year or longer than three (3) years. 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 defect 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 Section 2.02, 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.
- 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.

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHMENT 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:	STREET LIGHT DESCRIPTION
APPENDIX V:	CALCULATION OF UTILITY FEES PRE-EXISTING RESIDENCE(S)
APPENDIX VI:	CITY WATER CAP & METER FEES
APPENDIX VII:	ENGINEER OF RECORD DECLARATION
APPENDIX VIII:	ENGINEERING CERTIFICATE OF COMPLIANCE
APPENDIX IX:	CERTIFICATION OF PAYMENT OF CONTRACTORS AND VENDORS
APPENDIX X:	CASH IN LIEU OF PLANTING TREES

STATE OF IDAHO)
)
) :SS
County of Kootenai)

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

North Place East 2nd Addition

Developer to submit legal property description and reduced copy of plat.

ATTACHMENT "A"

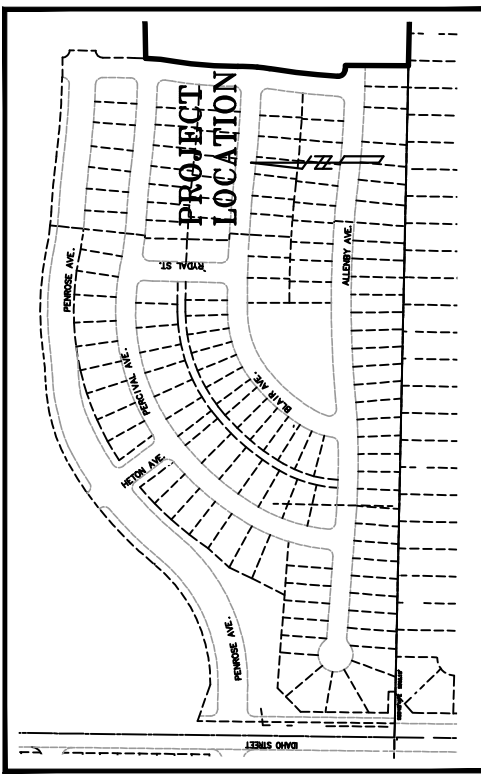
Legal Description
For
Northplace East 2nd Addition

A re-plat of a portion of Lots 21, 27, 28 and 29 of Post Falls Irrigated Tracts, Recorded in Book C of Plats, Page 78, and a portion of a vacated 20' wide Right of Way, Ordinance No. 1408, (Instrument No. 28064453000) located in the South Half of Section 26, Township 51 North, Range 5 West, in the City of Post Falls, Kootenai County, Idaho described as follows: BEGINNING at the Southeast Corner of Lot 6, Block 9 of Northplace East 1st Addition, Recorded in Book L of Plats, Pages 782 thru 782B, said point being on the Southerly Line of the Northwest Quarter of said Section 26; thence S88°48'49"E along said Southerly Line a distance of 722.25 feet to the Center of Section Monument; thence continuing S88°48'49"E along the Southerly Line of the Northeast Quarter of said Section 26 a distance of 44.44 feet; thence leaving said Southerly Line N01°11'11"E a distance of 87.37 feet to the beginning of a tangent curve concave to the East and having a radius of 1462.50 feet and a chord bearing and distance of N01°32'09"E, 17.84 feet; thence Northerly along said curve through a central angle of 00°41'56" an arc distance of 17.84 feet to the beginning of a non-tangent curve concave to the Southeast and having a radius of 20.00 feet and a chord bearing and distance of N31°32'44"E, 19.22 feet; thence Northeasterly along said curve through a central angle of 57°26'14" an arc distance of 20.05 feet; thence N05°03'39"E a distance of 62.93 feet to the beginning of a non-tangent curve concave to the Northeast and having a radius 20.00 feet and a chord bearing and distance of N44°06'12"W, 9.13 feet; thence Northwesterly along said curve through a central angle of 26°22'25" an arc distance of 9.21 feet; thence N87°53'41"W a distance of 65.00 feet; thence N88°47'07"W a distance of 18.95 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S70°28'08"W, 16.35 feet; thence Southwesterly along said curve through a central angle of 48°15'16" an arc distance of 16.84 feet to the beginning of a compound curve concave to the North and having radius of 2971.50 feet and a chord bearing and distance of N84°58'27"W, 44.57 feet; thence Westerly along said curve through a central angle of 00°51'34" an arc distance of 44.57 feet to the beginning of a reverse curve concave to the South and having a radius of 3028.50 feet and a chord bearing and distance of N85°11'17"W, 68.02 feet; thence Westerly along said curve through a central angle of 01°17'13" an arc distance of 68.02 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 8.50 feet and a chord bearing and distance of N40°21'14"W, 12.12 feet; thence Northerly along said curve through a central angle of 90°57'18" an arc distance of 13.49 feet; thence N87°00'43"W a distance of 57.04 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 8.50 feet and a chord bearing and distance of S48°54'46"W, 11.78 feet; thence Southwesterly along said curve through a central angle of 87°43'07" an arc distance of 13.01 feet to the beginning of a reverse curve concave to the South and having a radius of 3028.50 feet and a chord bearing and distance of N88°16'42"W, 111.01 feet; thence Westerly along said curve through a central angle of 02°06'01" an arc distance of 111.01 feet; thence N04°31'13"E a distance of 57.27 feet; thence N07°25'43"E a distance of 69.07 feet; thence N10°23'54"E a distance of 123.48 feet; thence N13°56'50"E a distance of 61.59 feet; thence N09°41'25"E a distance of 117.52 feet; thence N16°55'15"W a distance of 57.45 feet; thence N09°38'54"W a distance of 120.00 feet to the beginning of a non-tangent curve concave to the North and having a radius of 2404.50 feet and a chord bearing and distance of S85°04'29"W, 395.96 feet; thence Westerly along said curve through a central angle of 09°26'45" an arc distance of 396.41 feet to the Easterly Boundary Line of said Northplace East 1st Addition; thence along said Easterly Boundary Line the following (7) seven courses;

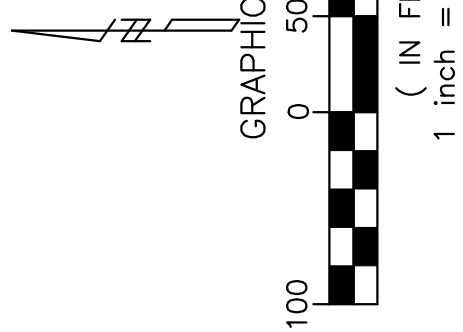
- 1) The beginning of a non-tangent curve concave to the West and having a radius of 728.50 feet and a chord bearing and distance of S06°18'52"W, 85.47 feet; thence Southerly along said curve through a central angle 06°43'33" an arc distance of 85.52 feet to the beginning of a reverse curve concave to the East and having a radius of 971.50 feet and a chord bearing and distance of S04°23'39"W, 178.91 feet;
- 2) Thence Southerly along said curve through a central angle of 10°33'59" an arc distance of 179.16 feet to the beginning of a reverse curve concave to the West and having a radius of 528.50 feet and a chord bearing and distance of S04°04'20"W, 91.41 feet;
- 3) Thence Southerly along said curve through a central angle of 09°55'20" an arc distance of 91.52 feet to the beginning of a reverse curve concave to the East and having a radius of 2267.50 feet and a chord bearing and distance of S06°33'11"W, 196.27 feet;
- 4) Thence Southerly along said curve through a central angle of 04°57'40" an arc distance of 196.33 feet to the beginning of a compound curve concave to the Northeast and having a radius of 20.00 feet and a chord bearing and distance of S42°44'08"E, 29.16 feet;
- 5) Thence Southeasterly along said curve through a central angle of 93°36'57" an arc distance of 32.68 feet;
- 6) S89°39'31"E a distance of 11.96 feet;
- 7) S00°13'35"W a distance of 180.59 feet to the POINT OF BEGINNING.

Containing 9.027 acres more or less
Subject to all easements of record

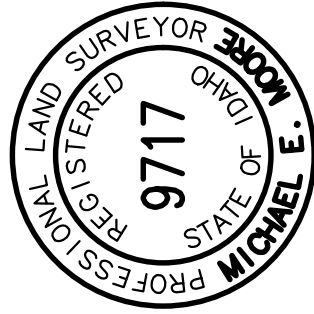
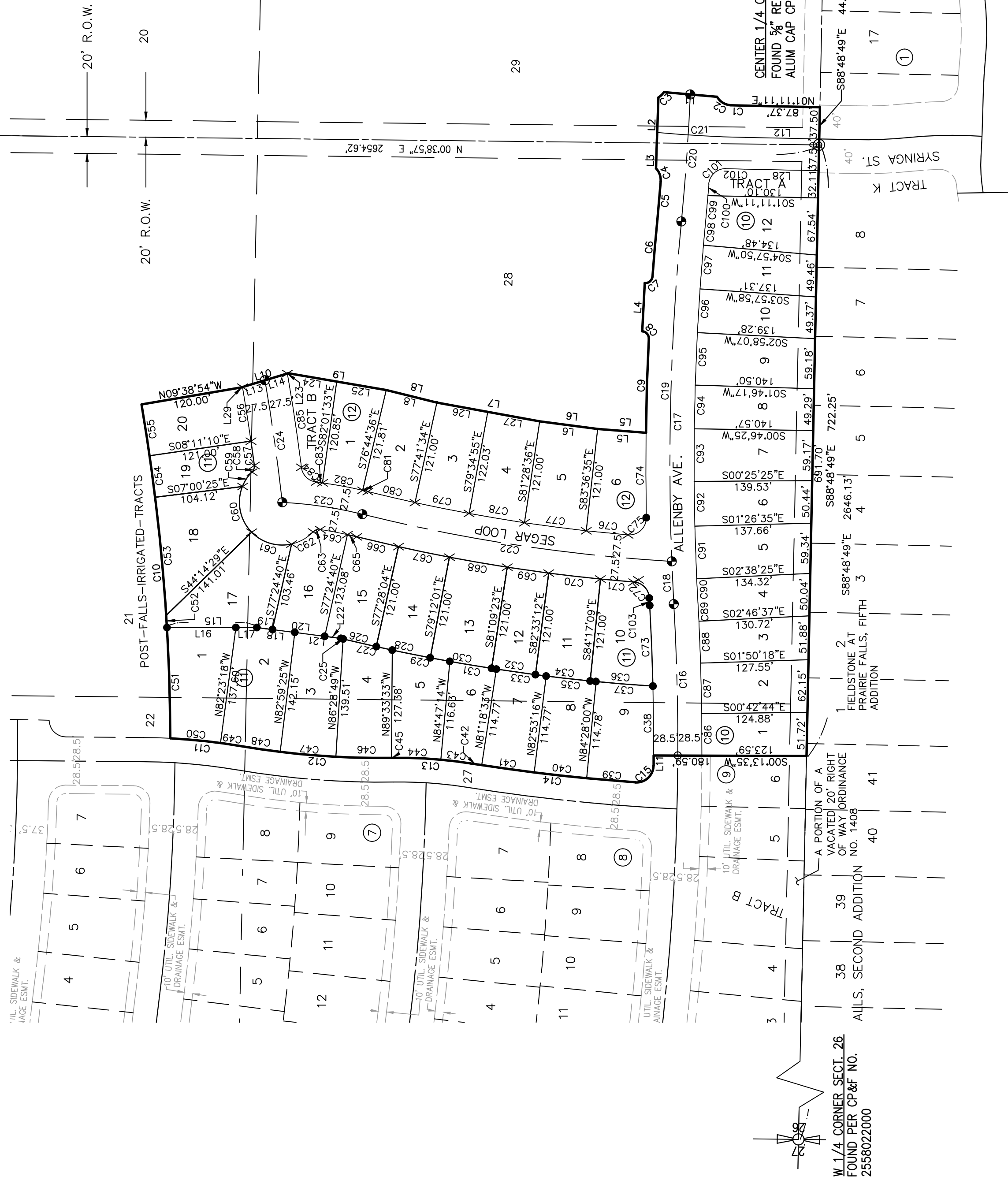




BLOCK & LOT	AREA
B10L1	6,994 S.F.
B10L2	7,674 S.F.
B10L3	6,547 S.F.
B10L4	6,537 S.F.
B10L5	6,257 S.F.
B10L6	7,457 S.F.
B10L7	6,409 S.F.
B10L8	7,102 S.F.
B10L9	8,487 S.F.
B10L10	6,993 S.F.
B10L11	6,874 S.F.
B10L12	6,546 S.F.
B11L1	9,320 S.F.
B11L2	9,926 S.F.
B11L3	8,737 S.F.
B11L4	7,654 S.F.
B11L5	7,884 S.F.
B11L6	6,027 S.F.
B11L7	6,990 S.F.
B11L8	6,990 S.F.
B11L9	7,332 S.F.
B11L10	7,854 S.F.
B11L11	6,173 S.F.
B11L12	6,142 S.F.
B11L13	8,642 S.F.
B11L14	7,654 S.F.
B11L15	7,395 S.F.
B11L16	7,395 S.F.
B11L17	10,106 S.F.
B11L18	10,151 S.F.
B11L19	5,957 S.F.
B11L20	7,812 S.F.
B12L1	6,507 S.F.
B12L2	7,607 S.F.
B12L3	7,686 S.F.
B12L4	7,686 S.F.
B12L5	8,642 S.F.
B12L6	7,697 S.F.
TRACT A	4,076 S.F.
TRACT B	4,876 S.F.



N 1/4 CORNER SECT. 26
FOUND PER CP&F NO.
1276672



SURVEYOR'S NARRATIVE
THIS PLAT IS A RE-PLAT OF A PORTION OF LOTS 21, 22, 27, 28 AND 29 OF POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS, PAGE 78 AND A PORTION OF A VACATED 20' WIDE OF WAY, ORDNANCE NO. 1408, (INSTRUMENT NO. 28064453000), LOCATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 5 WEST, IN THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO.

RFK LAND SURVEYING INC..

1420 WEST GARLAND AVENUE
SPOKANE, WA 99205
TEL: (509) 324-7861
FAX: (509) 327-7249
E-MAIL: rudy@rfklandsurveying.com

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS NAD 83/91 IDAHO STATE PLANE COORDINATE SYSTEM WEST ZONE GRID NORTH.

NORTHPLACE EAST 2ND ADDITION
A RE-PLAT OF A PORTION OF LOTS 21, 22, 27, 28 AND 29 OF POST FALLS IRRIGATED TRACTS AND A PORTION OF A VACATED 20' WIDE RIGHT OF WAY, ORDNANCE NO. 1408 LOCATED IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

<u> X </u>	Street surfacing or infill paving
<u> X </u>	Monumentation
<u> X </u>	Electric
<u> X </u>	Curbs and gutters
<u> X </u>	Street lighting
<u> X </u>	Gas
<u> X </u>	Sidewalks
<u> X </u>	Telephone
<u> X </u>	Drainage
<u> X </u>	Street Signs (Replacement)
<u> X </u>	Cable TV
<u> X </u>	Water
<u> X </u>	Landscaping (Swales)
<u> X </u>	Sanitary Sewer
<u> X </u>	Improvements shown on construction plans attached as Appendix I to this Agreement
<u> </u>	Other – as follows:

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

North Place East 2nd Addition

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: **\$ 875,579.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 43,402.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 52,251.00**
5. Total cost of improvements: **\$ 971,233.00**
6. Warranty amount: **\$ 72,842.48**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

North Place East 2nd Addition

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

North Place East 2nd Addition

The Developer will be performing the majority of required improvements prior to filing the plats. A surety company will post surety acceptable to the City for the remaining improvements per Section 2.02.

ATTACHMENT "D"

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

CONSTRUCTION DRAWINGS

Plans Titled: **North Place East 2nd Addition**

Dated: **7/29/24**

By: **Doug Desmond, P.E.**

Sheets 1 through 11

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

Greenstone-Kootenai II

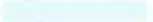
FOR

North Place East 2nd Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	North Place East 2nd Addition 8-788000	44 days	Mon 3/25/24	Thu 5/23/24		
2	Preconstruction meeting	1 day?	Mon 7/8/24	Mon 7/8/24		
3	Mass Grade	3 days	Tue 7/9/24	Thu 7/11/24	2	
4	Sewer	7 days	Fri 7/12/24	Mon 7/22/24	3	
5	Water	6 days	Tue 7/23/24	Tue 7/30/24	4	
6	Stormwater	3 days	Wed 7/31/24	Fri 8/2/24	5	
7	utility crossings	4 days	Mon 8/5/24	Thu 8/8/24	6	
8	Curb and road subgrade	5 days	Fri 8/9/24	Thu 8/15/24	7	
9	Curb	2 days	Fri 8/16/24	Mon 8/19/24	8	
10	Road Final grade and baserock	6 days	Tue 8/20/24	Tue 8/27/24	9	
11	Asphalt	1 day	Wed 8/28/24	Wed 8/28/24	10	
12	Sidewalk	4 days	Thu 8/29/24	Tue 9/3/24	11	
13	Mainline Utilities	10 days	Wed 9/4/24	Tue 9/17/24	12	
14	Signage	1 day	Wed 9/18/24	Wed 9/18/24	13	

Project: R.D. 3rd phase 2 edited by DB Date: Mon 5/13/24	Task		Inactive Summary	
	Split		Manual Task	
	Milestone		Duration-only	
	Summary		Manual Summary Rollup	
	Project Summary		Manual Summary	
	External Tasks		Start-only	
	External Milestone		Finish-only	
	Inactive Task		Progress	
	Inactive Milestone		Deadline	

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

ENGINEERING SERVICES FEE SUMMARY

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

38 Lots X \$350.00 = \$ **13,300.00**

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

Greenstone-Kootenai II

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 Utilities**

Street light type: **110 W. Town and Country**

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

 X This project does not have any existing structures connecting to the City of Post Falls Sanitary Sewer System.

Sanitary sewer cap fee of \$_____ to connect **existing structures** to City sanitary sewer.

_____ (# of SF homes) x \$7,843.00 = \$_____

_____ (# of Commercial service units) x \$7,843.00 = \$_____

_____ (# of structures connecting) x (Utility Deposit = \$60.00) = \$_____

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,843.00
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

 X This project does not have any existing structures or proposed common area irrigation systems connecting to the City of Post Falls Water System.

Total water cap & meter fees \$_____ for existing structures or irrigation service to common areas.

Fees to be determined based upon service size & meter size.

Water Cap Fees

_____ x	3/4" – 1"	= \$3,397.00 Residential	=	\$ _____
_____ x	1"	= \$5,662.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$11,323.00	=	\$ _____
_____ x	2"	= \$18,116.00	=	\$ _____

Meter Fees

_____ x	3/4"	= \$ 254.00	=	\$ _____
_____ x	1"	= \$ 325.00	=	\$ _____
_____ x	1-1/2"	= \$ 691.00	=	\$ _____
_____ x	2"	= \$ 920.00 (flow meter for irrigation only)	=	\$ _____
_____ x	2"	= \$ 1,864.00 (compound meter)	=	\$ _____

ACCOUNT FEES

_____ (# of irrigation service connections) x Utility Deposit \$10 = \$ _____

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Doug Desmond

ENGINEERING FIRM:

ADDRESS: N. 1421 Meadowwood Lane #200

CITY: Liberty Lake STATE: WA ZIP: 99201

PHONE NO.: 509-458-5860

E-MAIL ADDRESS: ddesmond@greenstonehomes.com

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

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

Greenstone-Kootenai II

FOR

North Place East 2nd Addition

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)SS
County of Kootenai Kootenai)

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 _____, 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 Idaho _____
Residing at: _____
Commission Expires: _____

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

Greenstone-Kootenai II

FOR

CASH IN LIEU OF PLANTING STREET TREES

 X The Developer agrees to plant street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Street 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
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 8/6/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: WRF Biosolids Hopper and Biofilter Modifications Project - Construction Contract Award

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the construction contract with Apollo, Inc. for the WRF Biosolids Hopper and Biofilter Modifications Project.

DISCUSSION:

A project to complete needed improvements to the Post Falls Water Reclamation Facility solids handling equipment and odor control biofilter has been planned for several years. Designs were completed by JUB Engineers, Inc. who also provided bidding support and will conduct construction inspections should the project be awarded for construction. The project was submitted for open bidding with two firms submitting responsive bids. JUB Engineers, Inc. reviewed the bids, the results of their bid review attached.

City staff have also reviewed the bids and present a recommendation to award a construction contract to Apollo, Inc. for the WRF Biosolids Hopper and Biofilter Modifications Project in the amount of \$481,040.45. Award of the construction contract will allow for the improvements to begin in September or October of 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 4, 2024 - Solids and Odor Control Additional Services Contract

May 7, 2024 - Solids Hopper Rehabilitation - Rejection of Bids

December 5, 2023 – Solids Hopper Rehabilitation – Construction Management Services

December 5, 2023 – Solids Hopper Rehabilitation – Knife Gate Valve Purchase

APPROVED OR DIRECTION GIVEN:

Approved by Council

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$481,040.45

BUDGET CODE:

650-463.3125.95520

ATTACHMENTS:

1. BidReviewLetter_2024-07-17
2. 2024.08.01 Memo of Legal Bid Review Solids Hopper
3. Apollo Bid

July 16, 2024

Craig Borrenpohl, PE
Utilities Manager
City of Post Falls
2002 W. Seltice Way
Post Falls, ID 83854

RE: CITY OF POST FALLS WRF BIOSOLIDS HOPPER AND BIOFILTER MODIFICATIONS PROJECT - BID REVIEW

Dear Mr. Borrenpohl:

On July 16, 2024, the City of Post Falls received two bids for the WRF Biosolids Hopper and Biofilter Modifications Project. Per Article 19.08 of the Instructions to Bidders, the basis of award is the lowest Total Bid-Schedule A. Per Article 2 of the Bid Form, the Bids will remain subject to acceptance for 60 days after the Bid opening. Apollo, Inc. submitted the apparent low bid. A summary of the bids is included below, and a detailed Bid Abstract is **enclosed**.

BIDDER	Total Bid Schedule A
Apollo, Inc.	\$481,040.45
S&L Underground, Inc.	\$869,184.45

J-U-B ENGINEERS, Inc. (J-U-B) has reviewed the bids to determine general compliance with the administrative requirements of the bidding process (i.e., whether each bid received was responsive) based on the following:

- Bid received on time, in a properly sealed envelope
- Bid signed
- Evidence of authority to sign provided
- Addenda properly acknowledged
- Bid Form completed in general conformance with the Instructions to Bidders
- Bid Security included and executed
- Bidder’s Idaho Public Works Contractor License number included
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC).
- Contractor’s Non-Collusion and Anti-Discrimination Affidavits signed and included

Our review did not include independent verification of the Bidder’s business status, the signatory’s evidence of authority to sign, or other possible reasons for considering the bids unresponsive. However, J-U-B did verify the active status of the Idaho Public Works license for each Bidder and their named subcontractors. We reviewed that the license was valid but not scope classification nor specialty work.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

The bid documents for the two bidders, Apollo, Inc. and S&L Underground, Inc. appear to be complete.

Based on our review of the contract documents, and upon completion of further review and concurrence by City legal staff, we recommend the City consider awarding the project to Apollo, Inc. for a total contract price of Four Hundred Eighty-One Thousand, Forty Dollars and 45/100 Cents (\$481,040.45). A copy of the bid from Apollo, Inc. and the Bid Abstract are enclosed for reference.

Please conduct any additional review deemed necessary and provide your authorization of Award and we will move forward with the preparation of the Notice of Award and Contract Documents for Apollo, Inc.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at 208-762-8787.

Sincerely,

J-U-B ENGINEERS, Inc.

A handwritten signature in blue ink that reads "R. Michael Conn".

Michael Conn, P.E.

Project Manager

Attachments: Bid Abstract (1 page)

Cc: Adam Tate, Chief Operator; John Beacham, Public Works Director

CITY OF POST FALLS WRF: BIOSOLIDS HOPPER AND BIOFILTER MODIFICATIONS PROJECT					
BID OPENING - CITY OF POST FALLS - 2:00 P.M. - JULY 16, 2024					
BID ABSTRACT		BIDDER NAME:		Apollo, Inc. 1133 W. Columbia Drive Kennewick, WA 99336	S&L Underground, Inc. P.O. Box 1952 / 66304 Hwy 2 Bonners Ferry, ID 83805
ITEM NO.	ITEM DESCRIPTION	QUAN.	UNIT	TOTAL PRICE	TOTAL PRICE
1	WRF Bisolids Hopper and Biofilter Modifications (All Work Under Contract Documents)	1	LS	\$477,106.00	\$865,250.00
2	Use Tax on Owner Furnished Materials and Equipment (6% of 65,574.19)	1	LS	\$3,934.45	\$3,934.45
TOTAL SCHEDULE A				\$481,040.45	\$869,184.45
INFORMATION SUMMARIZED BELOW TO BE REVIEWED BY LEGAL COUNSEL					
Completed Bid Form			Yes		Yes
Evidence of Authority to Sign			Yes		Yes
<u>Addenda Acknowledged</u>			Yes		Yes
Addendum No. 1			Yes		Yes
General Contractor Public Works License Number			PWC-C-14034-U-1-2-3		PWC-C-14825-U-1-2-3
Non-Collusion Affidavit			Yes		Yes
Anti-Discrimination Affidavit			Yes		Yes
Bid Security			Yes		Yes
<u>Naming of Subcontractors</u>			Yes		Yes
Plumbing			N/A		N/A
HVAC			N/A		N/A
Electrical			Power City Electric - PWC-C-14180		Shannon Industrial - PWC-C-17037-U-1-3-4
Footnotes:					



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

Memorandum of Legal Counsel

To: Adam Tate, Chief Water Reclamation Operator
From: Field K. Herrington, City Attorney
Date: August 1, 2024
Re: July 16, 2024, Bid Opening – Biosolids Hopper

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about July 16, 2024, I received copies of two (2) bids that were received and opened by the Deputy City Clerk, Rhiannon O'Neill, at or about 2:24 p.m. on July 16, 2024.

The bids consisted of bids from Apollo, Inc. (\$481,040.45) and S&L Underground, Inc. (\$869,184.45).

I have reviewed the submittal from the apparent low bidder, Apollo, Inc. ("Apollo"). Based on the bid total sheet, Apollo appears to be the lowest responsive bidder. I did a cursory review of the other bid as well, but it has not been thoroughly reviewed, and no analysis is presented here. However, if such a review is required, I will be glad to accommodate.

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

1. I have reviewed the Bid Total Sheet and bid submittals from the Deputy City Clerk. Apollo's submittal appears to have been timely.
2. The submittal was provided on the required form and with the required attachments:
 - a. Completed proposal;
 - b. 5% Bid Bond;
 - c. Bidder information;
 - d. List of required subcontractors with the requisite license information. I would note that there was only an electrical subcontractor provided as there is no plumbing or HVAC work contemplated;
 - e. Executed Non-Collusion Affidavit;
 - f. Executed Anti-Discrimination Affidavit; and

- g. The attestations and documents were executed by the corporation's vice president, Amy Jenne, accompanied by evidence of authority to sign, as shown by the executed signing authority resolution. Additionally, Amy Jenne is listed as a governor of the corporation by the Washington Secretary of State. See the attached documentation.
- 3. I researched Apollo's Public Works License to confirm its validity, level of license, and approved types of work. Apollo is a Public Works Contractor with an "Unlimited" license No. PWC-C-14034. I have attached a copy of the license information for your records.

Based on my review, Apollo is compliant with Idaho Law and the City of Post Falls Procurement standards. It is the lowest responsive bidder at \$481,040.45, which is \$388,144 lower than the other responsive bidder, S&L Underground, Inc.

I did not review the plans' details or specifications or see any proposed alternates or modifications. I will defer to you on the technical aspects of the bid as I lack the requisite knowledge and skills to opine on the technical aspects.

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

Very Truly Yours,



Field K. Herrington
City Attorney

Enclosures

BUSINESS INFORMATION

Business Name:

APOLLO, INC.

UBI Number:

601 490 907

Business Type:

WA PROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

1133 WEST COLUMBIA DRIVE, KENNEWICK, WA, 99336-3472, UNITED STATES

Principal Office Mailing Address:

1133 WEST COLUMBIA DRIVE, KENNEWICK, WA, 99336-3472, UNITED STATES

Expiration Date:

08/31/2024

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

08/30/1993

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

CONSTRUCTION

REGISTERED AGENT INFORMATION

Registered Agent Name:

ANGIE HAISCH

Street Address:

1133 W COLUMBIA DR, KENNEWICK, WA, 99336-3472, UNITED STATES

Mailing Address:

PO BOX 7305, KENNEWICK, WA, 99336-0000, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		ANGIE	HAISCH
GOVERNOR	INDIVIDUAL		AMY	JENNE
GOVERNOR	INDIVIDUAL		BRUCE	RATCHFORD
GOVERNOR	INDIVIDUAL		DAVID	HAIGHT
GOVERNOR	INDIVIDUAL		RYAN	RATCHFORD

<u>Company</u> <u>Name</u>	<u>License</u> <u>Number</u>	<u>Work</u> <u>Category</u>	<u>License</u> <u>Type</u>	<u>License</u> <u>Class</u>	<u>Status</u>	<u>Applicant</u> <u>Name</u>	<u>Owner</u> <u>Name</u>	<u>Company</u> <u>Address</u>	<u>Company</u> <u>City</u>	<u>Company</u> <u>State</u>	<u>Company</u> <u>Zip Code</u>	<u>Phone</u>	<u>Expiration</u> <u>Date</u>	<u>Parent</u> <u>License</u> <u>Number</u>
Apollo, Inc. dba Apollo Construction	PWC-C- 14034	00001, 00002, 00003	1, 2, 3, 5	UNLIMITED	ACTIVE	Apollo, Inc. dba Apollo Construction		PO Box 7305	KENNEWICK	WA	99336	(509) 586- 1104	5/31/2025	

**City of Post Falls
Kootenai County, Idaho**

WRF Biosolids Hopper and Biofilter Modifications

BIDDER'S CHECKLIST

The Bidder's Checklist is offered to assist the prospective bidder in checking his/her Bid. This checklist does not relieve the bidder from properly completing his/her Bid.

Check off when completed:

1. X Bid Form (Document 00410)
 - a. Are all blank spaces filled out on Bid Form?
 - b. Have questions arising from the bidding, contract, specifications or plans been submitted to the proper authority and resolved in the proper manner?
 - c. Are Bid amounts shown correctly as well as extensions and totals? Recheck for errors or omissions. Prices must be shown in words and figures.
 - d. Are authorized signatures properly affixed to the Bid form, giving also title, and Idaho Public Works Contractor license number, evidence of authority to sign, etc.?
 - e. Has Bidder performed examinations in accordance with the Instructions to Bidders?
 - f. Have all Addenda been received and acknowledged with the proper signature on the Bid Form?
2. X Has the Non-Collusion Affidavit been enclosed? (Document 00415)
3. X Has the Anti-Discrimination Affidavit been enclosed? (Document 00420)
4. X Has the Bid Security been enclosed? (Document 00430)
5. X Have all plumbing, heating, air conditioning and electrical subcontractors to whom work will be awarded been listed, as well as their Idaho Public Works Contractor license number?
(Document 00440)
6. X In order for a Bid to be considered, the Bid Form, Bid Security, Naming of Subcontractors Form, and other required attachments must be placed in a properly addressed sealed envelope and delivered to the specified authority prior to the time designated for the bid opening.

**BID FORM FOR
CONSTRUCTION CONTRACTS**

Modified from

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

For The

**CITY OF POST FALLS
WRF BIOSOLIDS HOPPER AND BIOFILTER MODIFICATIONS**

BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

BID FORM

for

CITY OF POST FALLS

WRF BIOSOLIDS HOPPER AND BIOFILTER MODIFICATIONS

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Post Falls
408 N. Spokane Street
Post Falls, Idaho 83854

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>July 10, 2024</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site;

the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- G. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SCHEDULE A – WRF BIOSOLIDS HOPPER AND BIOFILTER MODIFICATIONS

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	WRF Biosolids Hopper and Biofilter Modifications (All Work Under Contract Documents)	1	LS	\$ 477,106. ⁰⁰	\$ 477,106. ⁰⁰
2	Use Tax on Owner Furnished Materials and Equipment (6% of \$65,574.19)	1	LS	\$ 3,934.45	\$ 3,934.45
				TOTAL PRICE =	481,040.45

TOTAL PRICE:

FOUR HUNDRED EIGHTY ONE THOUSAND, FORTY DOLLARS AND FORTY FIVE CENTS.

(use words)

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Major Equipment Items: Certain items of major equipment to be provided under this Contract are tabulated in the Schedule of Manufacturers and Suppliers of Major Equipment and Material Items. In connection with the tabulation of major items of equipment included in the lump sum base bid, the following shall apply:

- A. The lump sum bid shall include the installed prices from those manufacturers listed by the Owner as "Base Bid."
- B. Bidder may include prices for listed alternate manufacturers or add additional manufacturers with corresponding prices, but only the manufacturers listed by the Owner as "Base Bid" will be

considered in determining the low bid. Listing of alternate equipment is optional and will not result in submitting a non-responsible bid if none is entered.

- C. The Owner may select the Base Bid equipment or items of equipment of any alternate manufacturer listed, at Owner's discretion.
- D. After the Date of Agreement and prior to the selection of the major equipment items, the Contractor, if requested by the Engineer, shall provide information in sufficient detail to allow the Owner and the Engineer to determine whether or not the proposed alternate equipment is equivalent to that specified. The selection of any alternate equipment by the Owner does not relieve the Contractor of his/her responsibility to meet the requirements of the Contract Documents and Specifications.
- E. Items of equipment selected by the Owner shall be installed at a contract price equal to the Base Bid lump sum adjusted by the add or deduct shown for the items selected by the Owner if different from the Base Bid items. The Owner will select major equipment items within thirty (30) days after the date of the Notice to Proceed, provided Contractor has provided sufficient information to Owner/Engineer as noted above.
- F. The Bidder understands that equipment of a proposed alternate manufacturer must meet or exceed the requirements of the Contract Documents and Specifications, be of equal or better quality, and be of equal function to the base bid equipment.
- G. The price add/deduct for all items of equipment other than base bid items shall include the preparation and submission to the Owner of complete submittals, including detailed drawings showing all modifications, if any, necessary to accommodate such equipment.
- H. The price add/deduct for all items of equipment other than base bid items shall cover a complete operating installation, including any and all buildings, mechanical and electrical work, controls and accessories necessary to accommodate the selected equipment.
- I. The Bidder further understands that the Engineer will review said detailed Drawings or modifications and either approve them or indicate thereon changes necessary to comply with the project requirements in accordance with Article 6.05 of the General Conditions. Detailed drawings which are not approved will be revised and then resubmitted to the Engineer. The deduct and add amounts listed are "installed" prices and take into consideration and include any cost of the design or construction changes that may be required as a result of using the alternate equipment. Unless listed separately, the amount listed shall apply to the additive items also if they are awarded by the Owner.

**SCHEDULE OF MANUFACTURERS & SUPPLIERS OF
MAJOR EQUIPMENT & MATERIAL ITEMS IN SCHEDULE A.1**

Item #	Item		Amount
1	Section TBD – NA		
	a. TBD		Base Bid
	b. _____ (Manufacturer)	Add/Deduct from Base Bid	\$ _____

**SCHEDULE OF MANUFACTURERS & SUPPLIERS OF
MAJOR EQUIPMENT & MATERIAL ITEMS IN SCHEDULE A.1**

Item #	Item		Amount
	C. _____ (Manufacturer)	Add/Deduct from Base Bid	\$ _____

Note: The Bidder shall circle the word "Add" or "Deduct" to indicate that the amount for the Alternate Equipment or Material is to be added to or deducted from the Base Bid Lump Sum. This Schedule may be photocopied and attached to the Proposal if additional space for alternates is required.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.
- 6.03 Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security in accordance with Article 8 of the Instructions to Bidders.
 - B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. State of Idaho Public Works Contractor's License No.: PWC-C-14034-Unlimited-1-2-3 [or] Evidence of Bidder's ability to obtain a State Contractor's License prior to award since federal funds are being used for the project.
 - E. Other Documents:
 - 1. Non-Collusion Affidavit, Document 00415;
 - 2. Anti-Discrimination Affidavit, Document 00420;
 - 3. Naming of Subcontractors, Document 00440;
 - 4. Evidence of Authority to Sign (if applicable).

ARTICLE 8 – DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Apollo, Inc.

State of Incorporation: Washington

Type (General Business, Professional, Service, Limited Liability): General Contractor

By: Amy Jenne
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Amy Jenne

Title: Vice President

Attest [Signature]

Date of Qualification to do business in Idaho is 03 / 31 / 2024

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1133 W Columbia Dr.

Kennewick, Wa. 99336

Phone No. 509-586-1104 Fax No. 509-586-3686

E-mail amy.jenne@apollo-gc.com

SUBMITTED on July 16th, 2024.

Idaho Public Works Contractor License No. PWC-C-14034-UNLIMITED-1-2-3

AUTHORIZATION TO SIGN

March 2023

Please know that, Angie Haisch; Secretary/Treasurer/CFO, Ryan Ratchford; Vice President, Amy Jenne; Vice President, David Haight; Vice President have full authorization to sign legally binding documents on behalf of Apollo, Inc.



Bruce Ratchford, President Apollo, Inc.

3/29/2023

Date

City of Post Falls
Kootenai County, Idaho

WRF Biosolids Hopper and Biofilter Modifications

Contractor's Non-Collusion Affidavit

State of Washington
County of Benton) SS

Bid for City of Post Falls WRF Biosolids Hopper Mods, being first duly sworn, deposes, and says that he is Vice President [sole owner, a partner, president, secretary, etc.] of, Apollo, Inc.
[Bidder],

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: Amy Penne

Title: Vice President

Subscribed and sworn to before me this 14th
day of July, 2024



Notary Public Danielle Warren
State of Washington
My Commission Expires 04/01/2025

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City of Post Falls
Kootenai County, Idaho

WRF Biosolids Hopper and Biofilter Modifications

Anti-Discrimination Affidavit

STATE OF Washington :

COUNTY OF Benton :

The Bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall not refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupational qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

Amiranne

Contractor's Signature

Subscribed and sworn to before me this 11th day of July, 2024



Daniel H. Warren

Notary Public

State of Washington

Residing at Benton Co.

My Commission Expires 04/01/2025

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BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Apollo, Inc.
1133 W. Columbia Drive
Kennewick, WA 99336

SURETY (Name and Address of Principal Place of Business):

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER (Name and Address):

CITY OF POST FALLS
408 N. SPOKANE STREET
POST FALLS, ID 83854

BID

Bid Due Date: July 16, 2024

Description (Project Name and Include Location): City of Post Falls
Kootenai County, Idaho
WRF Biosolids Hopper and
Biofilter Modifications

BOND

Bond Number: BID

Date (Not earlier than Bid due date): July 16, 2024

Penal sum Five percent of the amount of the bid proposal

\$ 5% of the amount of the bid proposal

(Written in Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Apollo, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Angie Haisch

Print Name

Title

Signature

Title

Attest:

SURETY

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Kenneth J. Frick, ID Lic.#683264

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Lori McKimmy, Attorney-in-Fact

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

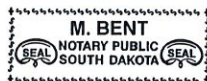
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of July, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of July, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

**City of Post Falls
Kootenai County, Idaho**

WRF Biosolids Hopper and Biofilter Modifications

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.

If the Bidder intends to self-perform the plumbing, heating and air-conditioning work, or the electrical work, the Bidder must list itself and list its valid contractor's license number for the plumbing, heating and air-conditioning work, or electrical work that it intends to self-perform as required by I.C. 67-2310.

Failure to name Subcontractors as required, or indicate Bidder as performing the work, shall render any Bid submitted by the Bidder unresponsive and void. If category does not apply to this project, indicate "not applicable".

<u>Subcontractor Name and Address</u>	<u>Classification</u>	<u>PWC License Number</u>
Plumbing None Required		
HVAC None Required		
Electrical Power City Electric	Unlimited	PWC-C-14180
3327 E Olive		
Spokane, WA 99202		

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**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 8/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Enderud, City Administrator
SUBJECT: Alcoholic Beverage Fees

ITEM AND RECOMMENDED ACTION:

A business has filed a complaint about the cost of Alcoholic Beverage Fees for the City of Post Falls. Council members asked that the discussion be brought forward for discussion. At a workshop, materials were presented to Council for consideration. Out of that workshop, additional questions were asked of staff. This memo and presentation will attempt to answer those questions.

DISCUSSION:

Businesses desiring to hold an Alcoholic Beverage License in the City of Post Falls city limits, must apply for and receive a State License and County license. Once those are obtained, the applicant may apply for a City license. The City does charge fees based on the type of application being submitted.

These fees were established a number of years ago and are primarily intended to recoup the costs of processing the licenses – including background checks, ensuring all code regulations are met in the application, and following up on any complaints regarding the license, etc.

Below are the questions and responses coming out of the June 18th City Council workshop on this topic.

1. In the case of a DUI, do we investigate or keep track of where the driver consumed the alcohol? ***It is part of the investigation to determine where they were consuming alcohol but 75% of the time they refuse to tell us. The 25% percent that do are turned over to the state to investigate over service by the business.***

2. Are we able to see how many times law enforcement has responded to establishments serving drinks? Like - in 2022, law enforcement was called to Margaritaville 16 times for whatever reason.

Yes, we are able to pull calls to any business or residence in Post Falls.

3. Similar question, but more regarding citizen complaints. I'm wondering about getting data that would indicate if the public or residents around different businesses call to complain about them.

This may be a little more difficult, but we can go through all calls associated with the business and see if it is related to a neighbor complaining about an issue.

4. Is there a state statute reason that we collect license fees annually? In theory, could it be collected every 2yrs or 5yrs?

The State requires the renewal of an alcohol license annually. The reason behind that is to make sure that nothing has occurred in the last year that would prohibit the business from

being able to possess the license any further.

5. Is it a legal (state statute) requirement that alcohol license fees be identical in value for all locations? ***It appears the State's framework would permit different fees. Legal reviewed and could not find anything prohibiting this, just the maximum amount language. It would be difficult and more costly to administer. We have had the number of seats also suggested in the past as a way to charge this fee.***

6. If not, would it be legal to consider the volume of alcohol sold (or size of the establishment, or some other quantifiable metric) when determining permit fees for individual locations? ***It would be legal to consider some other type of fee basis to charge establishments for their alcoholic beverage licenses. That said, things like volume would be more complicated to charge and use more staff time to obtain information, verify the data and calculate the fee. The downside to size is it is not necessarily an indicator of the volume of beverages sold.***

7. Question/Request from Workshop – Staff was asked to provide some fee comparison data from other Idaho cities.

Staff reached out to local cities and a few others in Idaho to get their fees. The only city on the list charging a different rate on the four main categories, is Rathdrum. They charge \$2.50 more on the Liquor/Wine and \$50 less on the Wine to Go.

8. Question from Workshop – Does the City have the ability to attempt to get restitution from offenders for offenses like DUIs?

There isn't really a great mechanism to recoup enforcement costs related to crimes. The City does seek restitution to the extent that there are damages, such as a DUI driver damaging infrastructure. There are also fines associated with criminal behavior, but those get split in multiple ways to fund the court system etc.

State code sections addressing payments in criminal cases and how they are allocated are in IC31-3201A and IC31-3201I. Also, in any individual case, the prosecutor can specifically request the court allocate a designated amount to specific cities as "reimbursement for costs of prosecution". This is done periodically. However, collecting these fees can be extremely difficult as many defendants in criminal matters often end up not paying their fines and court costs – whose debts ultimately end up in collection.

[Section 31-3201A – Idaho State Legislature](#) – this is primarily established court fees.

[Section 31-3201I – Idaho State Legislature](#) – this allows for restitution.

Note on fees –

- Also, I wanted to ensure everyone understands that any changes to the fees will only affect the city portion of the total fee paid. For example, Templin's pays a total of \$1,012.50 to the City for three licenses. Their total payment is \$2,437.50. The \$1,425 would remain the same and be paid to the County and State.
- The State ABC has posed a bill to legislation asking for an increase in State alcohol renewal fees to be increased 125% across the board – This would take the liquor by drink fee to \$918.76 (75% would be \$689.07).

SUPPORTING LINKS:

- IC31-3201A - [Section 31-3201A – Idaho State Legislature](#)
- IC31 -3201I - [Section 31-3201I – Idaho State Legislature](#)
- IC23 – Chapter 9 - [Title 23 Chapter 9](#)
- IC23 – Chapter 10- [Title 23 Chapter 10](#)

- Link to State Code – Title 23, Chapter 1 – Chapter 14: [Title 23](#)

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 18, 2024

APPROVED OR DIRECTION GIVEN:

City staff recommends continuing the alcoholic beverages fees at their current rate.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Currently this line item receives approximately \$40,000 per fiscal year.

BUDGET CODE:

001-410.1423.38101

ATTACHMENTS:

1. Council Memo Alcoholic Beverage Fees Workshop

CITY OF POST FALLS

AGENDA MEMO

Council Workshop

MEETING DATE: June 18, 2024

DATE: June 18, 2024
TO: Mayor And City Council
FROM: Shelly Enderud, City Administrator
SUBJECT: Alcoholic Beverage Fees
PRESENTATION: Yes X No

ITEM INTRODUCTION AND HISTORY:

A Business has filed a complaint about the cost of Alcoholic Beverage Fees for the City of Post Falls. Council members asked that the discussion be brought forward for discussion. Staff felt a workshop setting was the best venue.

DISCUSSION:

Businesses desiring to hold an Alcoholic Beverage License in the City of Post Falls city limits, must apply for and receive a State License and County license. Once those are obtained, the applicant may apply for a City license.

The City does charge fees based on the type of application being submitted. Resolution 23-04 contains the list of fees for the various types of alcoholic beverage fees. The information is also located on the top of the application contained in this packet. Idaho Code Title 23 regulates Alcoholic Beverages. Chapter 9 and 10 are included in this packet along with a link to the full Chapter.

When these fees were last updated, the prior Administration and Council supported a policy of fees support the cost of the provided service. This emphasis was to ensure the services required as little property tax support as necessary, if any at all. During the prior setting exercise earlier this Spring, the 2024 updated Budget Priorities also reflected a desire to support self-supporting fees not subsidized by taxes where possible. Alcoholic Beverage fees are used to support public safety and the issues of the licenses, along with enforcement efforts by the Police Department.

The State does limit City Liquor by Drink fees to 75% of the State Fee. The County is limited to 25% of this fee when the business resides inside an incorporated city. The State does not regulate the Beer and wine fees by 75%.

When an applicant applies for their state license, they are required to submit for a fingerprint card. The State performs a background check. Then the applicant will apply for a County license. Once both of these licenses are issued, the City will review the license and also the County and City databases to ensure nothing was missed in the original background. Once this research is completed and the application is considered responsive, the City will issue a license. Idaho Code 23-910 provides a list of crimes you cannot commit and still be eligible for a license. The City has discovered a few applications that were not truthful.

During the workshop, I will present some examples of fees for the various types of licenses. Also, contained in this packet is a list of 2024 licenses and the amounts paid for the various licenses held by the businesses.

Last, as it is difficult to provide statistics for calls for service that are related to alcohol, staff has not provided any stats for domestic disputes, fights, hit and run collisions, etc. We will provide the stats for the last 10 years for DUIs.

Recommendations:

City staff recommends continuing the alcoholic beverages fees at their current rate.

FISCAL IMPACT AND FUNDING SOURCE:

Budget Code: 001-410.1423.38101

Currently this line item receives approximately \$40,000 per fiscal year.

SUPPORTING DOCUMENTS:

- Email from Legal on the original complaint regarding Alcoholic Beverage fees.
- City alcoholic beverage fee license application.
- Resolution #23-04 Excerpt – Business Licenses & Regulation Fees.
- Spreadsheet of the basic alcoholic beverage fees for City, County and State as interpreted by City staff.
- Kootenai County Beverage License Fee sheet sent to City Staff.
- 2024 list of businesses with Alcoholic Beverage Licenses in City of Post Falls.
- State Code – Title 23, Chapter 9 – Retail Sale of Liquor By The Drink.
- State Code – Title 23, Chapter 10 – Beer.
- Link to State Code – Title 23, Chapter 1 – Chapter 14:
<https://legislature.idaho.gov/statutesrules/idstat/title23/>

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 8/6/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Spokane Street Rehabilitation – Contract Change Order 1 to Extend Paving Limits

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Change Order with Interstate Concrete and Asphalt.

DISCUSSION:

In June, City Council approved the Cooperative Agreement with the Idaho Transportation Department (ITD). The ITD Cooperative Agreement authorized ITD to pay the City a lump sum of \$700,000 for the related costs to extend the city's paving limits which entails rehabilitating the pavement surface between the I-90 Eastbound ramps and the intersection of Seltice Way. ITD is the responsible entity for maintenance of this section of street. Adding this work to the city's project will rehabilitate this section of street as a single project, providing benefits to both ITD and the City.

Following approval of the Cooperative Agreement, the city's design consultant, Welch Comer and Associates developed contract documents used to negotiate a change order with the city's contractor, Interstate Concrete and Asphalt. Interstate's cost to complete this work is \$421,660.65 and an additional 7 days to the contract, as the contractor plans to incorporate this work into the overall work sequence of the Spokane Street project. The project costs for this additional work, including design and construction management services, are expected to be less than the \$700,000 agreed to in the ITD Cooperative Agreement.

City Staff and ITD reviewed the contract change order and recommend City Council approval of Change Order 1. The tentative start date for project construction is the week of August 26, 2024, pending a final schedule update. Project completion is expected by the end of the 2024 construction season. Project expenses for this additional work will be tracked separately from the city's original scope of the Spokane Street project.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 18, 2024 – Engineering Services Amendment to Agreement
June 18, 2024 – Cooperative Agreement with the Idaho Transportation Department
May 7, 2024 – Staff Report and Project Update
April 2, 2024 – Engineering Services Contract Amendment
February 6, 2024 – Strategic Initiatives Grant Award
July 18, 2023 – Staff Report with project update
March 7, 2023 – BNSF Surface Crossing Installation Agreement
March 7, 2023 – Construction Phase Services Amendment
February 1, 2022 – Engineering Services Contract

APPROVED OR DIRECTION GIVEN:

Items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for the additional paving work and as described in this memo is provided by ITD as outlined in the Cooperative Agreement (Agreement No. 7493). Council approval is requested for the change order amount of \$421,660.65. In the event additional work or contract changes are required, the Public Works Director or his designee will authorize changes up to a 10% contingency in the amount of \$42,166. Council approval is for the requested amount of \$463,826.65 Change orders of greater than \$50,000 will be brought to Council for approval. In cases of emergency, the Public Works Director may authorize change orders of greater than \$50,000, within the approved contingency, and will provide a report as to the nature of the emergency at the next scheduled City Council meeting.

BUDGET CODE:

001-431.1811.95040

ATTACHMENTS:

1. 20240729_41354.11_CO-1

CHANGE ORDER NO. 1

PROJECT: SPOKANE STREET REHABILITATION
DATE OF ISSUANCE: 7/29/2024

STATE: Idaho
EFFECTIVE DATE: 7/29/2024

OWNER: City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854
CONTRACTOR: Interstate Concrete and Asphalt, 8849 W. Wyoming Avenue, Rathdrum, ID 83858
ENGINEER: Welch, Comer & Associates, Inc. 330 E. Lakeside Avenue, Coeur d'Alene, Idaho 83814

You are directed to make the following changes in the Contract Documents:

(supplemental plans and specifications attached)

Item Description	Change in Price	Change in Time
Item #1 - Spokane Street - ITD Extension	\$ 421,660.65	7

JUSTIFICATION:

SEE ATTACHED CHANGE SUPPORT SHEET

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES (days or dates):	
Original Contract Price:		Original Contract Times	
Base Bid	\$ 869,050.00	Substantial Completion:	TBD
Add Alternates	\$ -	Ready for Final Payment:	TBD
Total Original Contract Price	\$ 869,050.00		
Previous Change Orders		Previous Change Orders	
Change Order No. _____	\$ -	Change Order No. _____	_____
Change Order No. _____	\$ -	Change Order No. _____	_____
Change Order No. _____	\$ -	Change Order No. _____	_____
Net Changes from Previous Change Orders	\$ -	Net Changes from Previous Change Orders	0
Contract Price prior to this Change Order	\$ 869,050.00	Contract Times prior to this Change Order	
		Substantial Completion:	_____
		Ready for Final Payment:	_____
Net Increase/Decrease of Alternates	\$ -	Net Increase/Decrease of this Change Order	7
Net Increase/Decrease of Change Order Items	\$ 421,660.65		
Net Total Change Order Amount	\$ 421,660.65		
Contract Price with all approved Change Orders	\$ 1,290,710.65	Contract Times with all approved Change Orders	
		Substantial Completion:	_____
		Ready for Final Payment:	_____

This document will become a supplement to the contract and all provisions will apply hereto.

RECOMMENDED (Engineer):

By:  Name/Title: Jack Griffing, PE / Prj Engineer Date: 7/30/2024

APPROVED (Owner):

By: _____ Name/Title: _____ Date: _____

ACCEPTED (Contractor):

By:  Name/Title: Project Manager Date: 7/30/24

**CONTRACT CHANGE ORDER NO. 1
TO
SPOKANE STREET REHABILITATION**

Item #1 - Spokane Street - ITD Extension

JUSTIFICATION:

ITD and the City have agreed to extend the project limits at ITD's expense. These extended project limits are illustrated in the added/revised sheets attached herein. (See the Spokane Street Resurfacing – I-90 to Seltice Way Cooperative Agreement between City and ITD for more information.)

DESCRIPTION:

Extending the project limits to include resurfacing the Interstate 90 Business Loop portion of Spokane Street (0.28 miles) from, and including the I-90 interchange up to Seltice Way, but not to include the intersection of Seltice Way and Spokane Street.

NEGOTIATED PRICE:

\$ 421,660.65 Includes: All equipment, materials and labor associated with change described above.

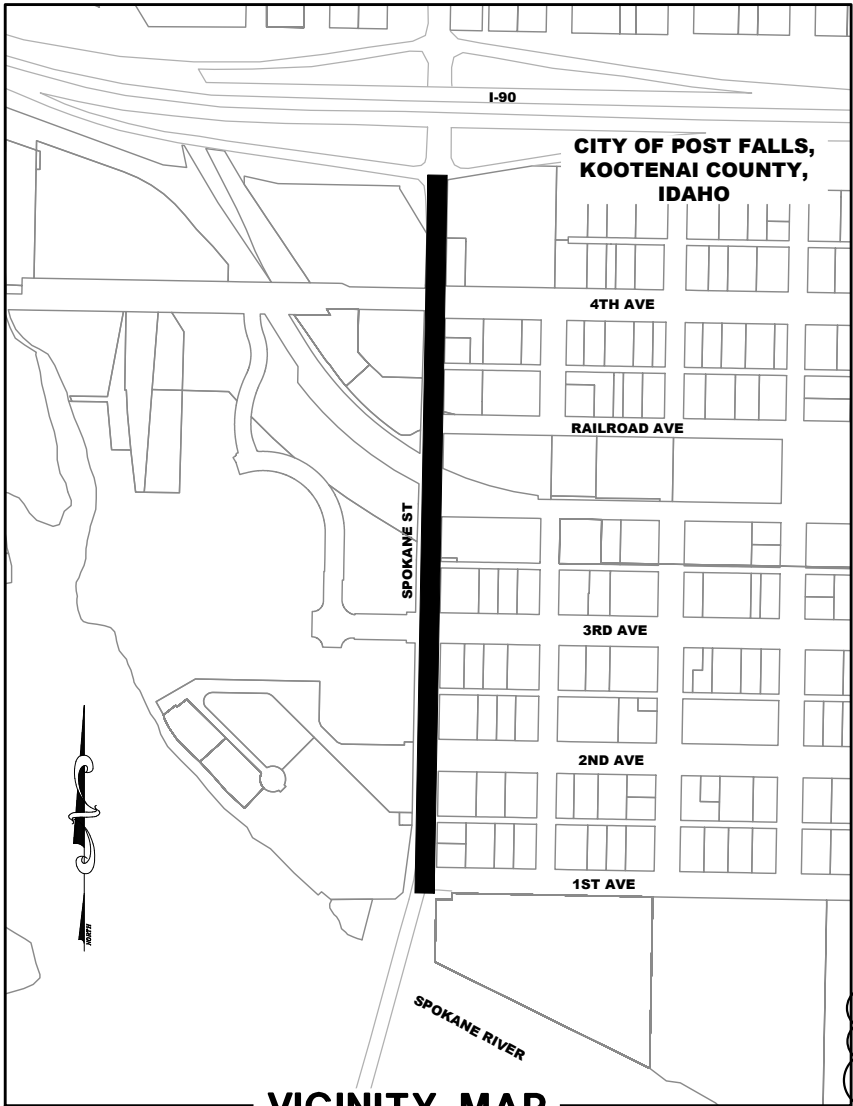
CONTRACT TIMES:

7 Additional days will be added as a result of this change.

**CONTRACT CHANGE ORDER NO. 1
TO
SPOKANE STREET REHABILITATION**

NEW PAY ITEMS

Pay Item	Description	Unit	Original Contract Qty	Change Order Qty	Resulting Contract Qty	Unit Price	Total (C.O. Qty x Unit Price)
CO1-1a	Mobilization	LS	0	1	1	\$ 25,640.00	\$ 25,640.00
CO1-1b	Removal of Existing Asphalt	SF	0	75157	75157	\$ 0.45	\$ 33,820.65
CO1-1c	Removal of Existing Sidewalk	SF	0	253	253	\$ 3.00	\$ 759.00
CO1-1d	Removal of Existing Curb	LF	0	70	70	\$ 9.30	\$ 651.00
CO1-1e	Dig Outs	SF	0	53726	53726	\$ 1.20	\$ 64,471.20
CO1-1f	Geotechnical & Materials Testing	LS	0	1	1	\$ 9,440.00	\$ 9,440.00
CO1-1g	Construction Surveying	LS	0	1	1	\$ 10,620.00	\$ 10,620.00
CO1-1h	Standard 6" Vertical Curb and Gutter	LF	0	70	70	\$ 74.80	\$ 5,236.00
CO1-1i	Concrete Sidewalks, 4" Thick	SF	0	48	48	\$ 20.10	\$ 964.80
CO1-1j	Ped Ramps w/Detectable Warning Surface	SF	0	205	205	\$ 45.80	\$ 9,389.00
CO1-1k	Crushed Aggregate for Base Type 3/4" Minus	TON	0	1954	1954	\$ 13.50	\$ 26,379.00
CO1-1l	Superpave HMA, Class SP-3, 1/2" Aggregate	TON	0	1942	1942	\$ 95.00	\$ 184,490.00
CO1-1m	Sediment Control incl. SWPPP Management	LS	0	1	1	\$ 5,000.00	\$ 5,000.00
CO1-1n	Construction Traffic Control	LS	0	1	1	\$ 7,080.00	\$ 7,080.00
CO1-1o	Permanent Striping - Paint	LS	0	1	1	\$ 3,500.00	\$ 3,500.00
CO1-1p	Permanent Striping - MMA Crosswalks	LS	0	1	1	\$ 21,950.00	\$ 21,950.00
CO1-1q	Miscellaneous Utility, Adjust to Grade	EA	0	8	8	\$ 400.00	\$ 3,200.00
CO1-1r	Portable Changeable Message Sign (PCMS)	EA	0	3	3	\$ 1,530.00	\$ 4,590.00
CO1-1s	Manhole, Adjust to Grade & Add Conc. Collar	EA	0	7	7	\$ 640.00	\$ 4,480.00
Subtotal							\$ 421,660.65
TOTAL NET CHANGE							<u>\$ 421,660.65</u>



VICINITY MAP

GENERAL PROJECT NOTES

1. ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON BEST AVAILABLE INFORMATION, AND ARE FOR REFERENCE ONLY. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY OWNERS FOR ACTUAL FIELD LOCATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY ALL EXISTING PIPE INVERT ELEVATIONS AND PIPE DEPTHS AT CROSSINGS AND CONNECTIONS PRIOR TO CONSTRUCTION.
CALL BEFORE YOU DIG – UTILITY ONE CALL NUMBER 811



2. DURING THE PREPARATION OF THE CONSTRUCTION DRAWINGS, REVIEW OF AVAILABLE RECORDS AND FIELD RESEARCH WAS CONDUCTED TO LOCATE EXISTING SURVEY MONUMENTS WITHIN THE PROJECT CONSTRUCTION LIMITS IN ACCORDANCE WITH IDAHO CODE 55-1613. EXISTING SURVEY MONUMENTS ARE IDENTIFIED WITHIN THE PLANS. MONUMENTS IDENTIFIED AS 'OWNER TO REPLACE' WILL BE REPLACED AT THE EXPENSE OF THE OWNER. ALL OTHER MONUMENTS ARE INTENDED TO BE PRESERVED AND IF DESTROYED THE REPLACEMENT OF SAID MONUMENTS IS THE RESPONSIBILITY OF THE CONTRACTOR. REF (IC 55-1613). IF MONUMENTS ARE REPLACED BY THE CONTRACTOR THE ENGINEER AND OWNER WILL BE NOTIFIED BY THE CONTRACTOR UPON RE-ESTABLISHMENT OF THE MONUMENTS.

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C4	PLAN
C5	PLAN - SPOKANE AND SELTICE
C6	RAILROAD CROSSING PLAN
C7	RAILROAD CROSSING CONDUIT PLAN
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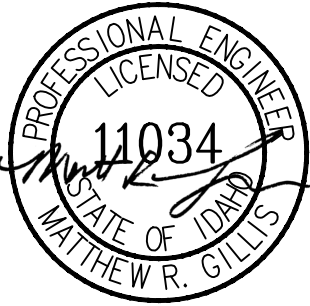
EC1	EROSION CONTROL PLAN
EC2	EROSION CONTROL PLAN
EC3	EROSION CONTROL PLAN
EC4	EROSION CONTROL PLAN
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SD1	SIGNING AND PAVEMENT MARKING DETAILS
SD2	SIGNING AND PAVEMENT MARKING DETAILS
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TC1	TRAFFIC CONTROL PLAN - PHASE A
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TC3	TRAFFIC CONTROL PLAN - SPOKANE & SELTICE
TC4	TRAFFIC CONTROL PLAN - SPOKANE & I-90

HORIZONTAL AND VERTICAL DATUM:

HORIZONTAL DATUM: NAD 83/07

VERTICAL DATUM: NGVD 29
TBM NO. 241
ELEV. 2159.85
NORTHWEST CORNER SPOKANE ST AND 4TH AVE

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NO.	DATE	REVISION DESCRIPTION	BY
1	03-05-24	ADDN 3 - UTILITY SHITS ADDED AND DETAIL SHITS REMOVED	JDY
2	06-24-24	C01 - ADDED ITD EXTENSION SHEETS	JDY

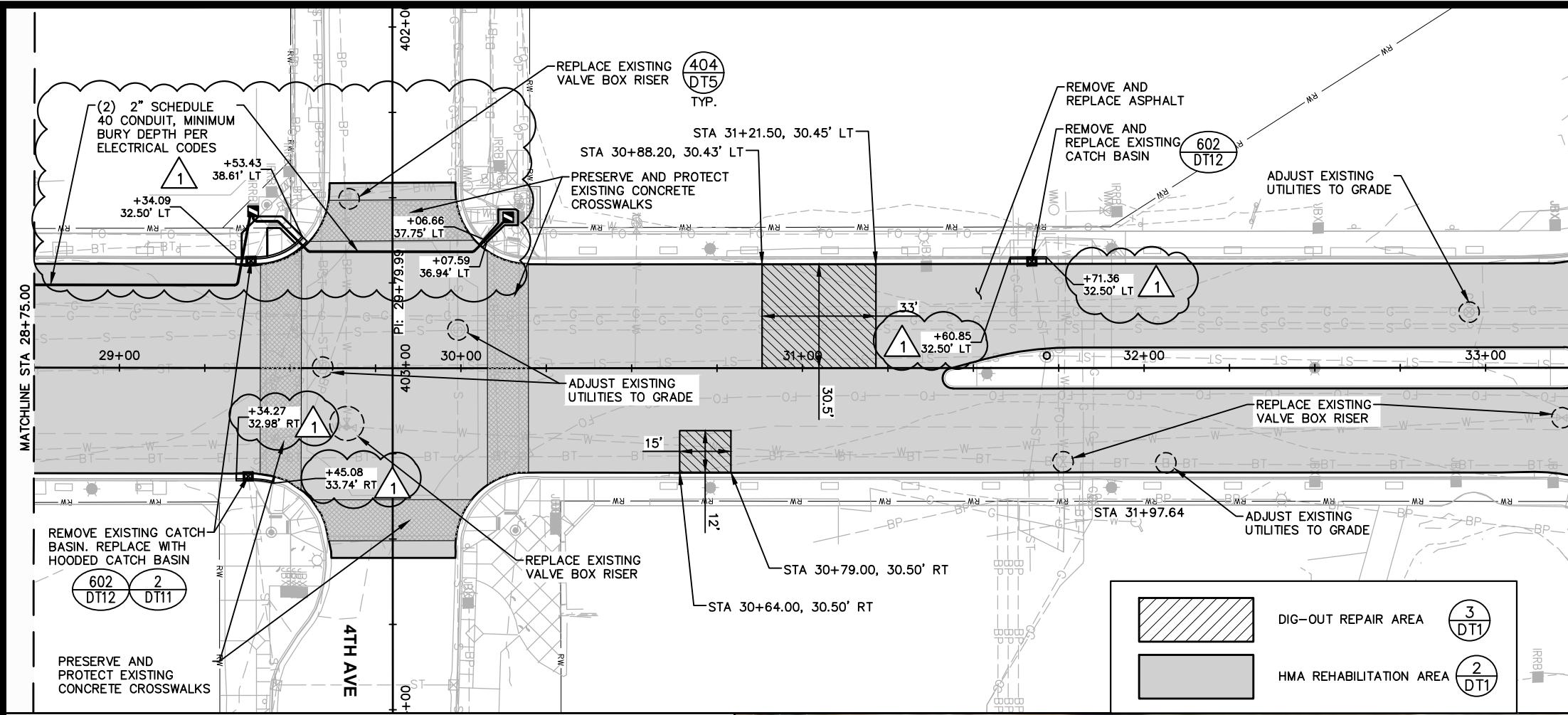
CITY OF POST FALLS

SPOKANE STREET
REHABILITATION

GENERAL PROJECT NOTES
HORIZONTAL AND VERTICAL DATUM
VICINITY MAP AND SHEET INDEX

PROJ NO: 41117/41354.110
DESIGNED BY: MRG/JRG
DRAWN BY: JDY
CHECKED BY: MRG
DWG NAME: 41117CS03.DWG
DATE: 07-06-2023
SHEET NO:

A2



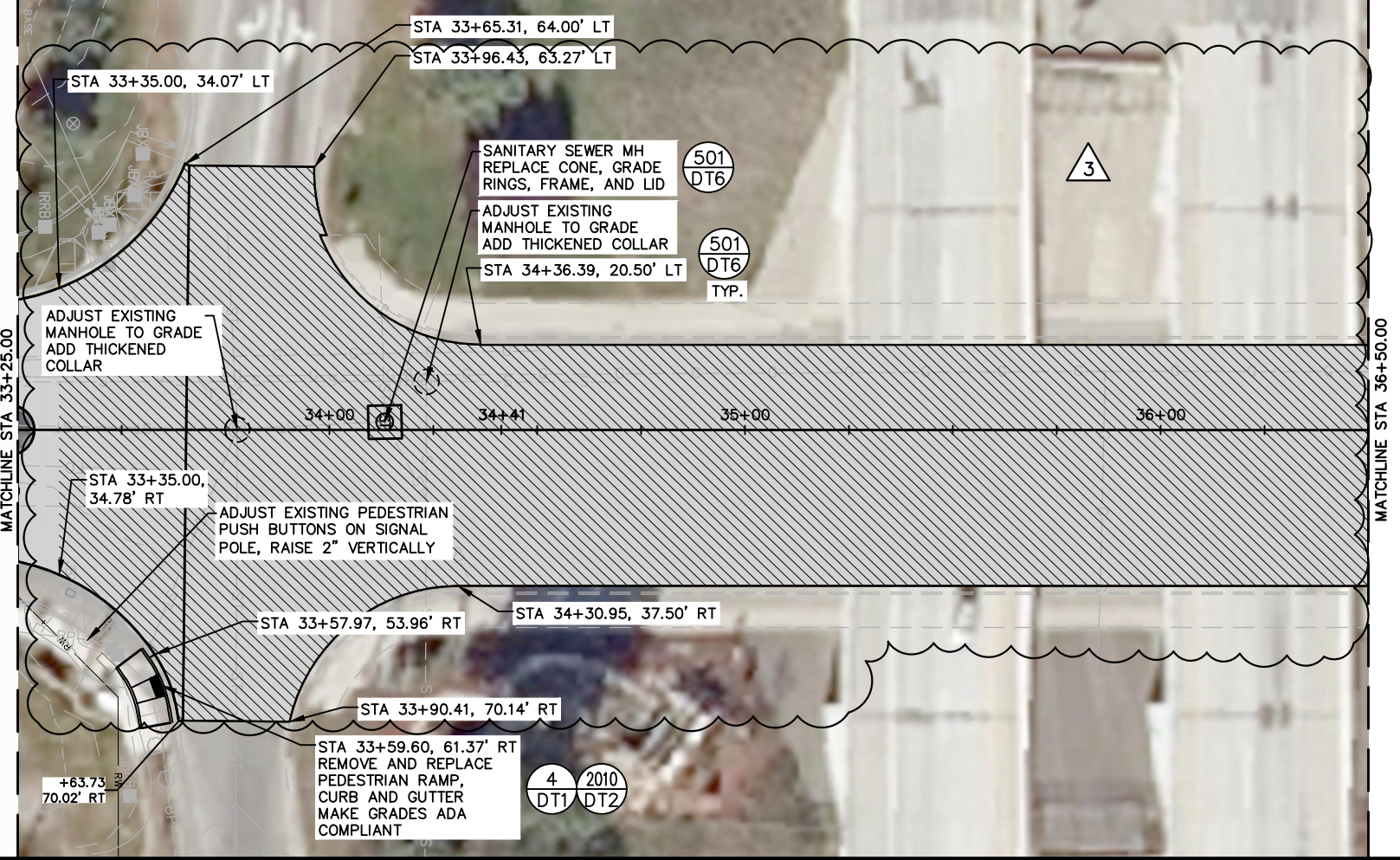
UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG

- LEGEND:**
- JUNCTION BOX TYPE "PGB"
W/"SIGNAL" LOGO (SIZE 13" X 24")
 - JUNCTION BOX TYPE "PGC"
W/"SIGNAL" LOGO (SIZE 17" X 30")
 - JUNCTION BOX TYPE "PGD"
W/"SIGNAL" LOGO (SIZE 24" X 36")

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MATTHEW R. GILLIS
07/05/24

- NOTES:**
- ANY UTILITY ADJUSTMENTS NOT ITEMIZED IN THE BID SCHEDULE ARE INCIDENTAL TO PAVING.
 - AVOID APPLYING OIL TO ANY CONCRETE SURFACE. OIL APPLIED TO CONCRETE SURFACES WILL BE REMOVED OR THE CONCRETE WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
 - ALL UTILITIES MUST BE ADJUSTED PRIOR TO PAVING.
 - PRESERVE AND PROTECT ALL EXISTING FEATURES NOT CALLED OUT FOR REMOVAL.
 - REFERENCE AND REPLACE HMA TO EXISTING GRADE UNLESS OTHERWISE SPECIFIED.
 - CONTRACTOR SHALL INSTALL MMA CROSSWALKS, REMAINING PAVEMENT MARKINGS BY OWNER
 - CONTRACTOR SHALL COORDINATE WITH OWNER REGARDING WATER SHUTDOWN PROCEDURES AND TIMING. CONTRACTOR IS RESPONSIBLE FOR NOTIFYING RESIDENTS AND LOCAL BUSINESSES OF WATER SHUTDOWN AT LEAST 48 HOURS IN ADVANCE.
- GRAPHIC SCALE**
(IN FEET)
11x17 SCALE 1" = 40 ft.
22X34 SCALE 1" = 20 ft.



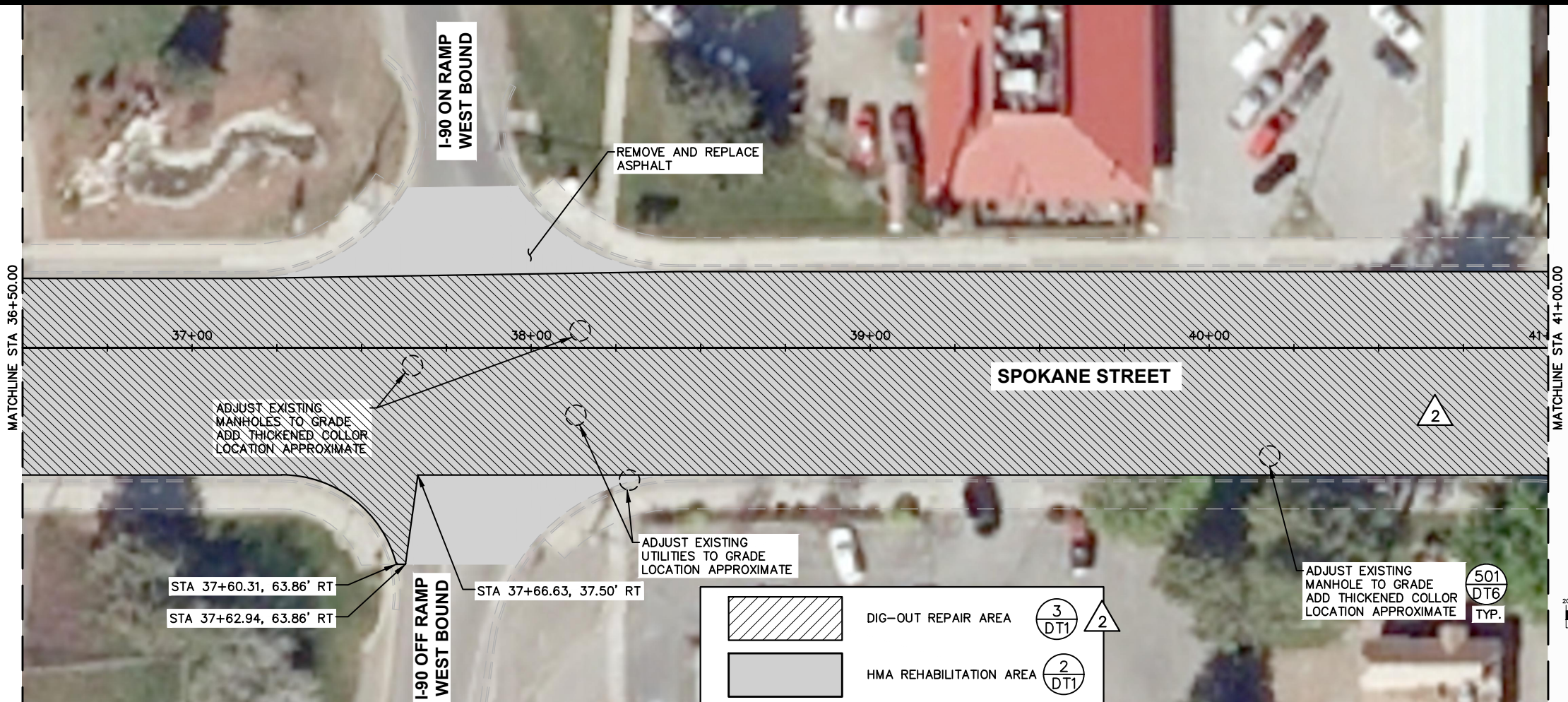
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CITY OF POST FALLS
SPOKANE STREET
REHABILITATION

PLAN

PROJ NO: 41117/41354.110
DESIGNED BY: MRG/JRG
DRAWN BY: JDY
CHECKED BY: MRG
DWG NAME: 41117PL10.DWG
DATE: 01-17-2024
SHEET NO: **C4**

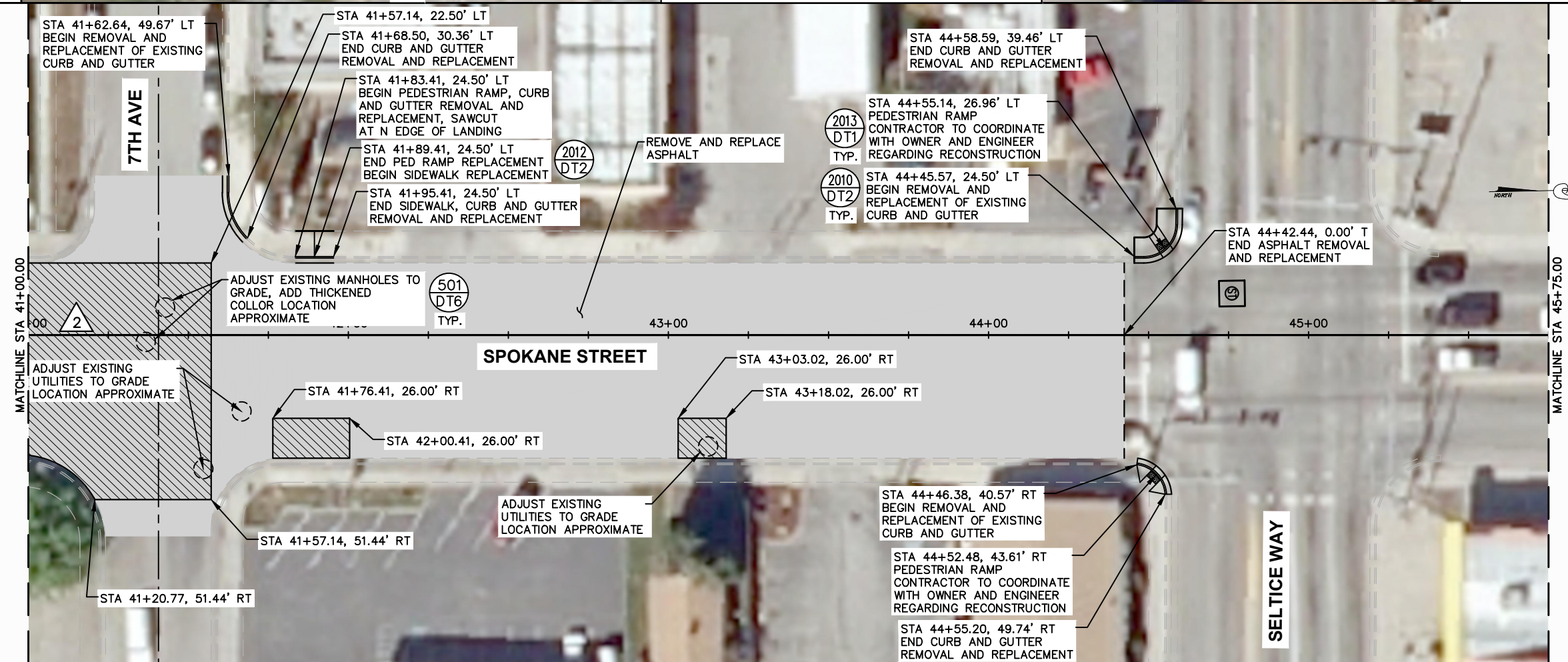
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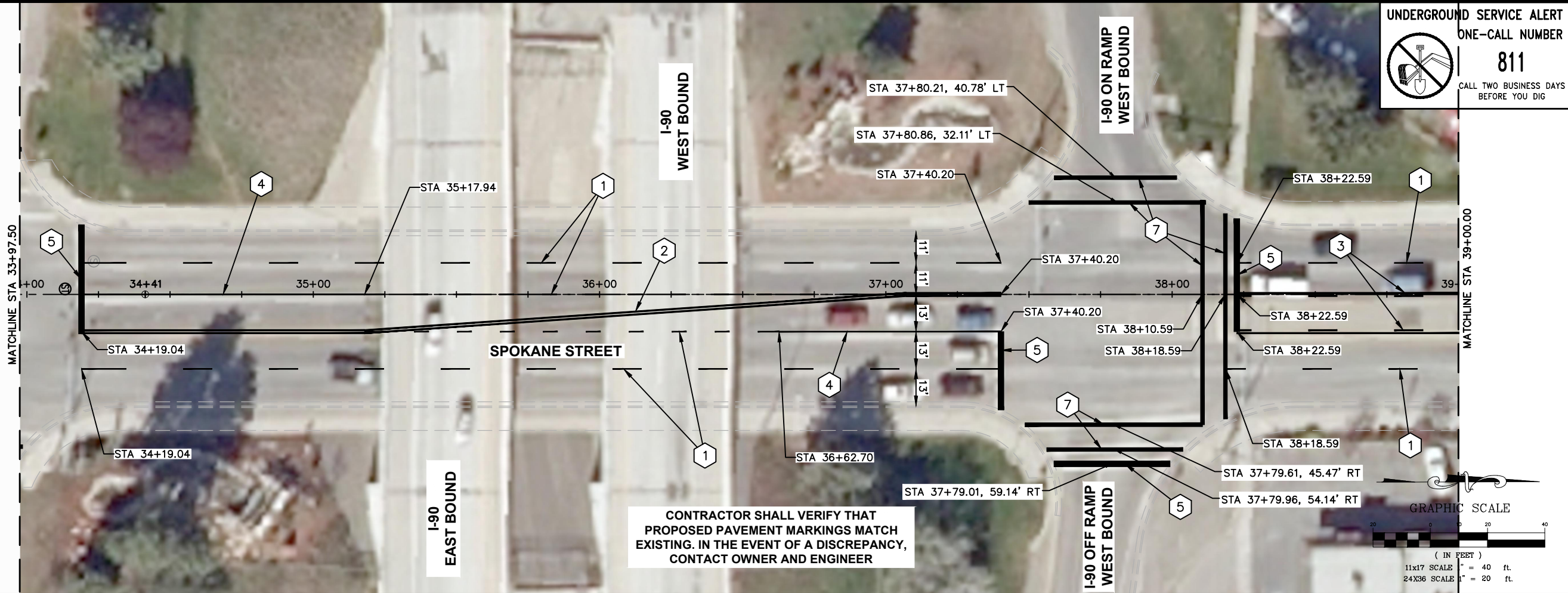
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1	05-02-24	C01 - SHEET ADDED	JRG
2	07-03-24	C01 - DIG OUT LIMITS EXPANDED	JRG

CITY OF POST FALLS
**SPOKANE STREET
REHABILITATION**

PLAN
I-90 TO 7TH STREET

PROJ NO: 41117/41354.110
DESIGNED BY: MRG/JRG
DRAWN BY: JDY
CHECKED BY: MRG
DWG NAME: 41117PL17.DWG
DATE: 05-07-2024
SHEET NO: **C8**

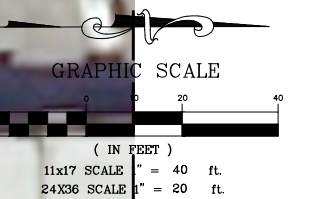


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NO. DATE REVISION DESCRIPTION BY
1 06-26-24 001 - ADDED SHEET JDY



CONTRACTOR SHALL VERIFY THAT
PROPOSED PAVEMENT MARKINGS MATCH
EXISTING. IN THE EVENT OF A DISCREPANCY,
CONTACT OWNER AND ENGINEER

NOTES:

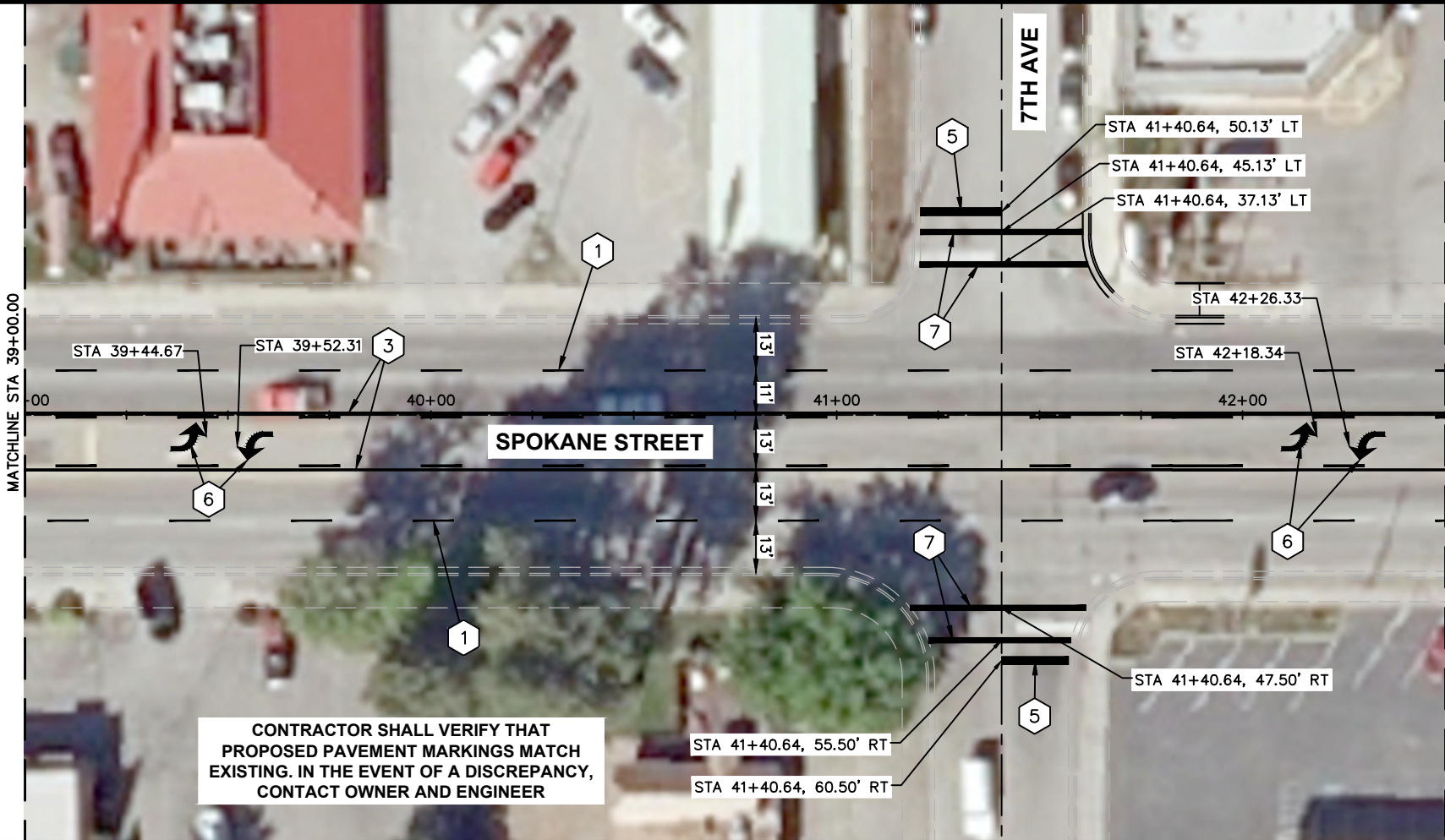
1. ALL STRIPING SHALL CONFORM TO M.U.T.C.D. STANDARDS AND CITY OF POST FALLS STANDARD. SEE DETAILS 2018 AND 2019 SHEET SD1.
2. ALL SIGNS SHALL BE LOCATED ACCORDING TO MUTCD AND CITY OF POST FALLS STANDARDS. SEE DETAIL 2016 SHEET SD1.
3. ALL SIGN POSTS AND MOUNTING HARDWARE SHALL BE POWDER COATED BLUE PRIOR TO INSTALLATION.
4. ALL SIGNS SHALL BE 7' MIN. HEIGHT PER DETAIL 2016 SHEET SD1.
5. NEW REGULATORY SIGNS SHALL CONFORM WITH RETROREFLECTIVITY REQUIREMENTS OF THE CURRENT EDITION OF MUTCD.
6. ALL RELOCATED AND NEW SIGNS WILL BE STEEL PER DETAIL 2016 SHEET SD1.
7. STRIPING TO BE PAINTED UNLESS OTHERWISE SPECIFIED.
8. ALL EXISTING SIGNS THAT ARE REMOVED AND NOT BEING REUSED SHALL BE SALVAGED TO THE CITY OF POST FALLS.

LEGEND			
1	SKIP LANE STRIPE (4" WHITE 12' SOLID/24' SKIP)	---	PAINT
2	SOLID DOUBLE CENTER STRIPE (4" SOLID YELLOW)	==	PAINT
3	SKIP LANE WITH SOLID LANE CENTER STRIPE (4" SKIP YELLOW, 4" SOLID YELLOW) SEE DETAIL 2019 SHT SD1	==	PAINT
4	LANE LINE (8" SOLID WHITE)		PAINT
5	STOP BAR (WHITE) SEE DETAIL 2019 SHT SD1		MMA
6	TURN ARROW (SOLID WHITE)	↩	MMA
7	CROSS WALK (WHITE) SEE DETAIL 2019 SHT SD1		MMA
8	WORD (8' TALL)	ONLY	MMA
9	SOLID END/START CENTER TURN LANE STRIPE (24" YELLOW)		PAINT
10	LANE LINE (24" SOLID YELLOW)		PAINT
11	YIELD LINE (WHITE TRIANGLES, SEE DTL 1 SHEET SD3)	▼▼▼▼	PAINT
12	BIKE GREEN ACRYLIC BASED PAVEMENT MARKING (COLOR-SAFE OR APPROVED EQUAL)	■	MMA
13	PAINTED CROSS WALK (WHITE) SEE DETAIL 3 SHEET SD1		MMA
14	BIKE LANE SYMBOL (WHITE) SEE DETAIL 2 SHEET SD3	⚡	MMA
#	EXISTING SIGN		
#	RELOCATED EXISTING SIGN		
#	LOCATION OF NEW SIGN, SEE DETAIL 2016 SHEET SD1		

CITY OF POST FALLS
SPOKANE STREET
REHABILITATION
SIGNING AND PAVEMENT
MARKING PLAN
STA. 33+97.50 TO

PROJ NO: 41117/41354.110
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DRAWN BY: JDY
CHECKED BY: MRG
DWG NAME: 41117ST03.DWG
DATE: 06-26-2024
SHEET NO:

S6

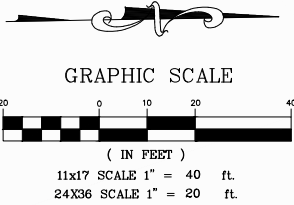


UNDERGROUND SERVICE ALERT

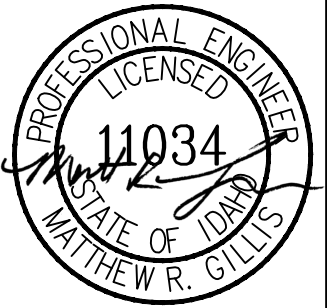
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1	06-25-24	001 - ADDED SHEET		

NOTES:

1. ALL STRIPING SHALL CONFORM TO M.U.T.C.D. STANDARDS AND CITY OF POST FALLS STANDARD. SEE DETAILS 2018 AND 2019 SHEET SD1.
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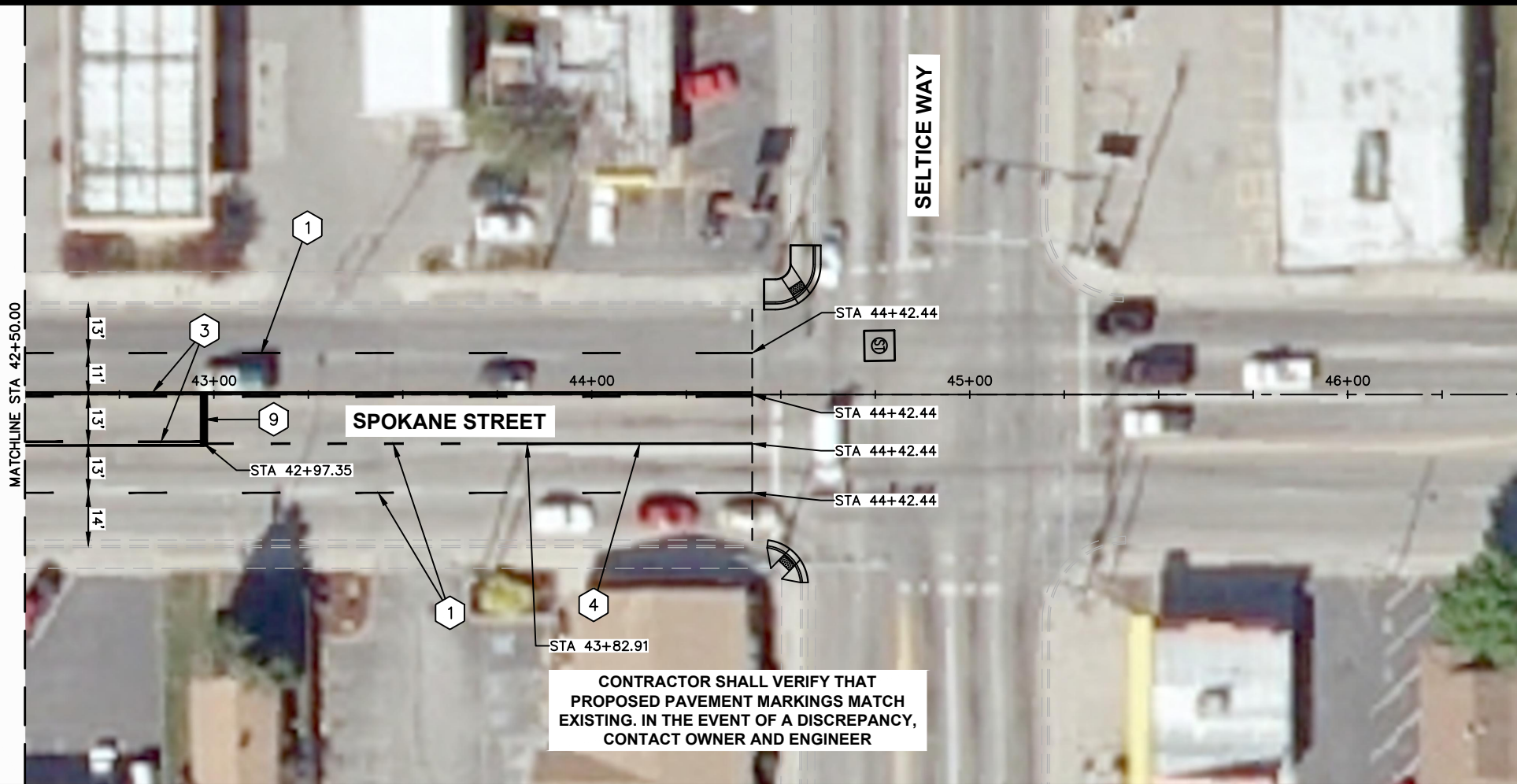
LEGEND			
1	SKIP LANE STRIPE (4" WHITE 12' SOLID/24' SKIP)	---	PAINT
2	SOLID DOUBLE CENTER STRIPE (4" SOLID YELLOW)	=====	PAINT
3	SKIP LANE WITH SOLID LANE CENTER STRIPE (4" SKIP YELLOW, 4" SOLID YELLOW) SEE DETAIL 2019 SHT SD1	==	PAINT
4	LANE LINE (8" SOLID WHITE)	=====	PAINT
5	STOP BAR (WHITE) SEE DETAIL 2019 SHT SD1	=====	MMA
6	TURN ARROW (SOLID WHITE)	↩	MMA
7	CROSS WALK (WHITE) SEE DETAIL 2019 SHT SD1	=====	MMA
8	WORD (8' TALL)	ONLY	MMA
9	SOLID END/START CENTER TURN LANE STRIPE (24" YELLOW)	=====	PAINT
10	LANE LINE (24" SOLID YELLOW)	=====	PAINT
11	YIELD LINE (WHITE TRIANGLES, SEE DTL 1 SHEET SD3)	▼▼▼▼	PAINT
12	BIKE GREEN ACRYLIC BASED PAVEMENT MARKING (COLOR-SAFE OR APPROVED EQUAL)	=====	MMA
13	PAINTED CROSS WALK (WHITE) SEE DETAIL 3 SHEET SD1	=====	MMA
14	BIKE LANE SYMBOL (WHITE) SEE DETAIL 2 SHEET SD3	↩	MMA
#	EXISTING SIGN		
#	RELOCATED EXISTING SIGN		
#	LOCATION OF NEW SIGN, SEE DETAIL 2016 SHEET SD1		

CITY OF POST FALLS
SPOKANE STREET
REHABILITATION
SIGNING AND PAVEMENT
MARKING PLAN
STA. 33+97.50 TO

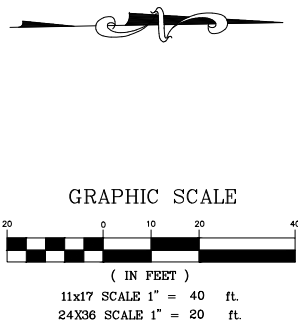
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DESIGNED BY: MRG/JRG
DRAWN BY: JDY
CHECKED BY: MRG
DWG NAME: 41117ST03.DWG
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CITY OF POST FALLS
**SPOKANE STREET
REHABILITATION**
**SIGNING AND PAVEMENT
MARKING PLAN**
STA. 33+97.50 TO

PROJ NO: 41117/41354.110
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DWG NAME: 41117ST03.DWG
DATE: 06-25-2024
SHEET NO:

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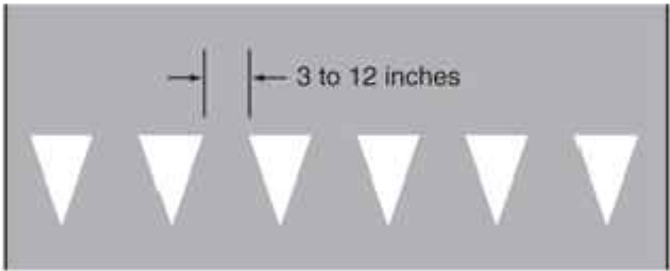
NOTES:

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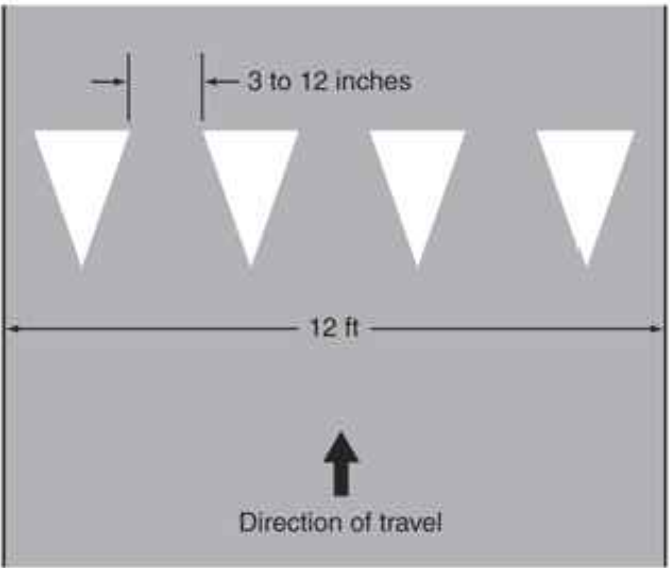
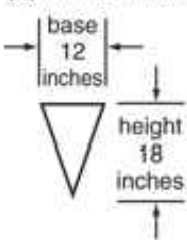
LEGEND

1	SKIP LANE STRIPE (4" WHITE 12' SOLID/24' SKIP)	---	PAINT
2	SOLID DOUBLE CENTER STRIPE (4" SOLID YELLOW)	==	PAINT
3	SKIP LANE WITH SOLID LANE CENTER STRIPE (4" SKIP YELLOW, 4" SOLID YELLOW) SEE DETAIL 2019 SHT SD1	==	PAINT
4	LANE LINE (8" SOLID WHITE)		PAINT
5	STOP BAR (WHITE) SEE DETAIL 2019 SHT SD1		MMA
6	TURN ARROW (SOLID WHITE)	↩	MMA
7	CROSS WALK (WHITE) SEE DETAIL 2019 SHT SD1		MMA
8	WORD (8' TALL)	ONLY	MMA
9	SOLID END/START CENTER TURN LANE STRIPE (24" YELLOW)		PAINT
10	LANE LINE (24" SOLID YELLOW)		PAINT
11	YIELD LINE (WHITE TRIANGLES, SEE DTL 1 SHEET SD3)	▼▼▼▼	PAINT
12	BIKE GREEN ACRYLIC BASED PAVEMENT MARKING (COLOR-SAFE OR APPROVED EQUAL)	■	MMA
13	PAINTED CROSS WALK (WHITE) SEE DETAIL 3 SHEET SD1		MMA
14	BIKE LANE SYMBOL (WHITE) SEE DETAIL 2 SHEET SD3	↩	MMA
#	EXISTING SIGN		
#	RELOCATED EXISTING SIGN		
#	LOCATION OF NEW SIGN, SEE DETAIL 2016 SHEET SD1		

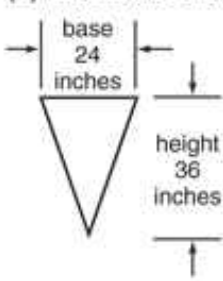
Figure 3B-16. Recommended Yield Line Layouts



(a) Minimum Dimensions



(b) Maximum Dimensions

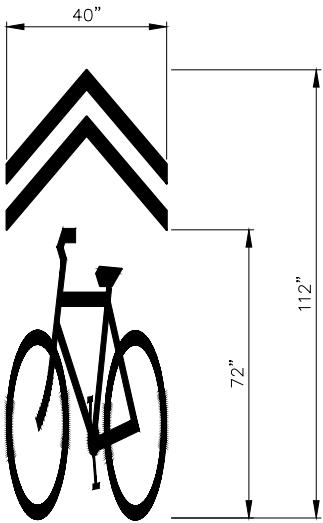


Notes:
Triangle height is equal to 1.5 times the base dimension.
Yield lines may be smaller than suggested when installed on much narrower, slow-speed facilities such as shared-use paths.

RAILROAD YIELD LINE DETAIL

NO SCALE

1
SD3



SHARED LANE PAVEMENT MARKING DETAIL

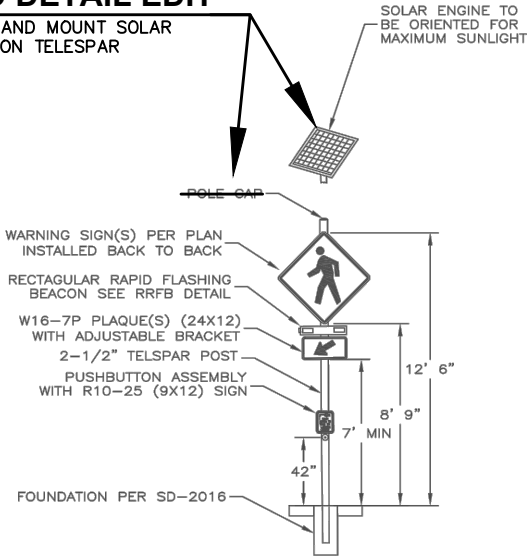
NO SCALE

2
SD3



STANDARD DETAIL EDIT

REMOVE CAP AND MOUNT SOLAR ENGINE ON TELESPAR



NOTES:

1. FOR SINGLE SIDED RRFBs UTILIZE TRAFFIC CALM M-75-SA328-0000 RRFB SHALL (1X) WITH CTL3 SERIES CONTROLLER/COLLABORATOR ~ SINGLE POLARA INX AUDIBLE PUSH BUTTON INX9WNO-Y-BD INSTRUCTIONAL SIGN (9X12). ONE WARNING SIGN AND ONE W16-7P PLAQUE SHALL BE INSTALLED.
2. FOR DOUBLE SIDED RRFBs SHALL UTILIZE TRAFFIC CALM M75-SA328-0000 RRFB (2X) WITH CTL3 SERIES CONTROLLER/COLLABORATOR ~ POLARA INX AUDIBLE PUSH BUTTON INX9-Y-BD INSTRUCTIONAL SIGN (9X12), TWO WARNING SIGNS AND TWO W16-7P PLAQUES SHALL BE INSTALLED.
3. PUSH BUTTONS SHALL MEET ADA AND PROWAG REQUIREMENTS INCLUDING PUSH BUTTON EXTENSIONS WHERE NECESSARY.
4. PRIOR TO FINAL ORIENTATION OF THE RRFB, A MEETING WITH THE CONTRACTOR, THE ENGINEER OF RECORD, AND CITY ENGINEERING STAFF WILL BE HELD ON SITE TO EXAMINE AND FINE TUNE THE ORIENTATION OF THE SIGNS FOR VISIBILITY.

APPROVED BY:

0/00/00
DATE:

CITY ENGINEER, P.E.

POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION

RRFB



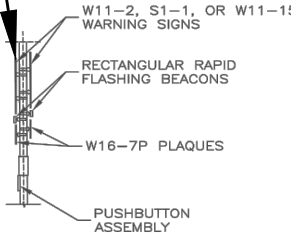
STANDARD DRAWING

NO. SD 20--

3
SD3

STANDARD DETAIL EDIT

INSTALL SIGNAGE FLUSH BOTH FRONT AND BACK



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NO. DATE REVISION DESCRIPTION
1 06-21-24 001 ADDED SHARED LANE MARKING AND RRFB DETAILS

CITY OF POST FALLS
SPOKANE STREET
REHABILITATION

PAVEMENT MARKINGS AND SIGNING
DETAILS

PROJ NO: 41117/41354.110
DESIGNED BY: MRG/JRG
DRAWN BY: JDY
CHECKED BY:
DWG NAME: 41117ST04.DWG
DATE: 07-06-2023
SHEET NO:

SD3

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 8/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Fiscal year 2025 budget resolution

ITEM AND RECOMMENDED ACTION:

Approve, as presented.

DISCUSSION:

Staff prepares a budget resolution to begin the process for the upcoming fiscal year. This budget will be the highest budget amount that will be presented to council, which includes 3% in the highest 3 years of property taxes, 1% foregone added to property tax, and 3% foregone for capital projects.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Council workshop: 7/16/2024

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$159,906,336

BUDGET CODE:

Various

ATTACHMENTS:

1. Legal Notice FY 2025

NOTICE OF PUBLIC HEARING
PROPOSED BUDGET FOR CITY OF POST FALLS
FOR THE FISCAL YEAR 2024 - 2025

Notice is hereby given that the City Council of Post Falls will hold a public hearing for consideration of the proposed budget for the fiscal period October 1, 2024 to September 30, 2025 pursuant to the provisions of Section 50-1002, Idaho Code, said hearing to be held at Post Falls City Hall, 408 North Spokane St, Post Falls, Idaho, at 6 PM on August 20th, 2024. At said hearing interested persons may appear and show cause, if any they have, why said proposed budget should or should not be adopted. A copy of the proposed budget is available for inspection at City Hall weekdays between the hours of 8 a.m. and 5 p.m. on regular business days.

PROPOSED EXPENDITURES

	Actual FY 22-23	Budgeted FY 23-24	Proposed FY 24-25
GENERAL FUND:			
MAYOR/COUNCIL	\$ 206,067	\$ 283,066	\$ 302,089
IS DEPARTMENT	\$ 610,795	\$ 486,437	\$ 524,346
GENERAL SERVICES	\$ 300,896	\$ 571,161	\$ 547,926
FINANCE	\$ 1,208,939	\$ 1,209,895	\$ 1,278,105
CITY CLERK	\$ 106,398	\$ 136,647	\$ 140,435
LEGAL SERVICES	\$ 916,524	\$ 1,048,157	\$ 967,963
CABLE FRANCHISE	\$ 152,396	\$ 159,369	\$ 218,095
HUMAN RESOURCES	\$ 307,448	\$ 235,506	\$ 238,082
POLICE	\$ 8,734,698	\$ 10,184,086	\$ 10,338,790
OASIS	\$ 171,737	\$ 124,792	\$ 141,766
LIBRARY DEPARTMENT	\$ -	\$ -	\$ -
ANIMAL CONTROL	\$ 191,067	\$ 212,829	\$ 211,726
STREET	\$ 3,460,929	\$ 10,208,695	\$ 8,064,576
PUBLIC WORKS	\$ 7,317	\$ 19,480	\$ 21,030
FACILITY MAINTENANCE	\$ 351,288	\$ 444,125	\$ 377,964
FLEET MAINTENANCE	\$ 1,290,890	\$ 3,806,338	\$ 2,229,128
GIS	\$ 238,916	\$ 254,011	\$ 256,907
URBAN FORESTRY	\$ 329,518	\$ 540,277	\$ 323,877
CEMETERY	\$ 395,313	\$ 382,800	\$ 330,422
PARKS	\$ 2,591,472	\$ 4,447,656	\$ 2,738,366
RECREATION	\$ 1,010,620	\$ 1,185,816	\$ 1,217,119
PLANNING & ZONING	\$ 332,071	\$ 764,168	\$ 442,694
BUILDING INSPECTOR	\$ 751,761	\$ 804,011	\$ 862,398
CITY ENGINEER	\$ 723,941	\$ 878,198	\$ 855,000
COMMUNITY DEVELOPMENT ADMIN	\$ 304,518	\$ 310,528	\$ 253,622
STREET LIGHTS	\$ 633,451	\$ 650,000	\$ 640,000
CAP IMPROVEMENT/OTHER	\$ 8,498,958	\$ 1,331,114	\$ 1,864,911
PERSONNEL POOL	\$ 4,166,059	\$ 4,293,802	\$ 7,538,400
TRANSFERS OUT	\$ 4,602,571	\$ -	\$ -
SUBTOTAL-GF DEPT EXPEND	\$ 42,596,557	\$ 44,972,962	\$ 42,925,735
PERSONNEL POOL	\$ 4,274,591	\$ 4,712,500	\$ 5,049,400
ANNEXATION FEE ACCOUNT	\$ 1,640,510	\$ 4,640,000	\$ 1,720,000
SUBTOTAL-DED GF ACCOUNTS	\$ 5,915,100	\$ 9,352,500	\$ 6,769,400
TOTAL GENERAL FUND	\$ 48,511,658	\$ 54,325,462	\$ 49,695,135
SPECIAL REVENUE FUNDS:			
COMP LIABILITY INSURANCE	\$ 304,435	\$ 337,326	\$ 403,409
STREET LIGHTS	\$ 132,044	\$ -	\$ -
911 SUPPORT	\$ 447,414	\$ 2,956,749	\$ 2,409,461
DRUG SEIZURE	\$ 111,697	\$ 168,000	\$ 168,000
HUD LOANS	\$ -	\$ -	\$ -
SPECIAL EVENTS	\$ 27,409	\$ 52,820	\$ 73,470
CEMETERY CAPITAL IMPROVEMENT	\$ -	\$ 202,500	\$ 250,000
TOTAL SPECIAL REV FUND EXPEND	\$ 1,023,000	\$ 3,717,395	\$ 3,304,340
CAPITAL PROJECTS FUNDS:			
FACILITY RESERVE ACCOUNT	\$ 653,467	\$ 7,900,000	\$ 12,320,000
PUBLIC SAFETY IMPACT FEES	\$ 1,035,991	\$ 2,355,000	\$ 2,205,000
STREETS IMPACT FEES	\$ 2,835,080	\$ 3,623,648	\$ 3,100,000
PARKS IMPACT FEES	\$ 2,715,869	\$ 3,760,000	\$ 3,630,000
KOOTENAI FIRE/EMS IMPACT FEES	\$ 591,698	\$ 2,000,000	\$ 1,000,000
FALLS PARK	\$ -	\$ -	\$ -
STREET CAPITAL IMPROVEMENTS	\$ 21,370	\$ -	\$ -
TOTAL CAPITAL PROJECTS FUND EXP.	\$ 7,853,475	\$ 19,638,648	\$ 22,255,000

DEBT SERVICE FUNDS:			
LID 96-1 DEBT SERVICE	\$ -	\$ -	\$ -
LID 99-1 DEBT SERVICE	\$ -	\$ -	\$ -
LID 2004-1 DEBT SERVICE	\$ -	\$ -	\$ -
LID GUARANTEE	\$ -	\$ -	\$ -
LID 91-1 DEBT SERVICE	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE FUND EXP.	\$ -	\$ -	\$ -

ENTERPRISE FUNDS:			
SEWER (OPERATING)	\$ 20,043,332	\$ 19,957,890	\$ 35,299,213
SEWER (COLLECTIONS)	\$ 479,332	\$ 1,906,917	\$ 2,295,307
SEWER (RECYCLED WATER)	\$ 8,741	\$ 498,805	\$ 498,366
SEWER (SURFACE WATER)	\$ 219,317	\$ 592,328	\$ 473,636
SEWER CONST - WWTP	\$ 196,477	\$ 8,076,275	\$ 6,366,109
SEWER CONST - COLLECTORS	\$ -	\$ 29,135,000	\$ 22,545,000
STORM WATER	\$ -	\$ -	\$ -
SANITATION	\$ 4,127,851	\$ 3,688,815	\$ 4,711,427
WATER (OPERATING)	\$ 3,170,328	\$ 5,780,614	\$ 6,777,803
WATER CONSTRUCTION	\$ -	\$ 4,037,154	\$ 5,685,000
TOTAL ENTERPRISE FUND EXP.	\$ 28,245,378	\$ 73,673,797	\$ 84,651,861

TOTAL ALL FUND EXPENDITURES	\$ 85,633,511	\$ 151,355,302	\$ 159,906,336
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PROPOSED REVENUES/FUNDING RESOURCES

GENERAL FUND:			
PROPERTY TAX REVENUE	\$ 13,466,423	\$ 15,132,447	\$ 16,870,551
OTHER REVENUE	\$ 21,421,219	\$ 21,687,669	\$ 16,685,352
OTHER FINANCING SOURCES	\$ 2,425,551	\$ 1,970,331	\$ 2,052,921
FUND BALANCE REBUDGETED	\$ -	\$ 6,182,516	\$ 7,316,911

GENERAL FUND DEDICATED ACCOUNTS:			
OTHER REVENUE	\$ 470,302	\$ 655,000	\$ 375,000
OTHER FINANCING SOURCES	\$ 4,121,000	\$ 4,557,500	\$ 4,894,400
FUND BALANCE REBUDGETED	\$ -	\$ 4,140,000	\$ 1,500,000
TOTAL GENERAL FUND RESOURCES	\$ 41,904,495	\$ 54,325,462	\$ 49,695,135

SPECIAL REVENUE FUNDS:			
PROPERTY TAX REVENUE	\$ 170,000	\$ 170,000	\$ 170,000
OTHER REVENUE	\$ 1,176,738	\$ 362,608	\$ 528,470
OTHER FINANCING SOURCES	\$ 174,927	\$ 171,300	\$ 172,731
FUND BALANCE REBUDGETED	\$ -	\$ 2,743,487	\$ 2,433,139
TOTAL SPEC. REV. FUND RESOURCES	\$ 1,521,665	\$ 3,447,395	\$ 3,304,340

CAPITAL PROJECTS FUNDS:			
OTHER REVENUE	\$ 5,371,702	\$ 4,315,000	\$ 3,265,000
OTHER FINANCING SOURCES	\$ 12,487,842	\$ -	\$ -
FUND BALANCE REBUDGETED	\$ -	\$ 15,323,648	\$ 18,990,000
TOTAL CAPITAL PROJECTS RESOURCES	\$ 17,859,544	\$ 19,638,648	\$ 22,255,000

DEBT SERVICE FUNDS:			
OTHER REVENUE	\$ 12,199	\$ -	\$ -
OTHER FINANCING SOURCES	\$ 532	\$ -	\$ -
FUND BALANCE REBUDGETED	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE RESOURCES	\$ 12,731	\$ -	\$ -

ENTERPRISE FUNDS:			
OPERATING REVENUES	\$ 31,941,588	\$ 21,916,554	\$ 26,730,574
CONTRIBUTED CAPITAL/CAP FEES	\$ 6,024,534	\$ 6,550,000	\$ 5,550,000
OTHER FINANCING SOURCES	\$ 14,079,920	\$ 8,674,920	\$ 9,490,525
FUND EQUITY REBGTD./BOND	\$ -	\$ 36,532,323	\$ 42,880,762
TOTAL ENTERPRISE FUND RESOURCES	\$ 52,046,042	\$ 73,673,797	\$ 84,651,861

TOTAL ALL ESTIMATED RESOURCES	\$ 113,344,477	\$ 151,085,302	\$ 159,906,336
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I, Jason Faulkner, City Treasurer for the City of Post Falls, Idaho, do hereby certify that the above is a true and correct statement of the proposed expenditures and revenues for the fiscal year 2024-2025, all of which have been tentatively approved by the City Council and entered at length in the Journal of Proceedings. Publication dates for the notice of public hearing are August 5, 2024 in the "CDA Press."

Dated July 17th, 2024

City Treasurer

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 8/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: Addendum #1 to Development Agreement Point Zone Change (RZNE-0001-2022)

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes the Mayor to sign and enter into an agreement with FLT Post Falls YP, LLC, revising obligations of the Owner (Developer) under Section 3.3 of the Development Agreement, relating to sanitary sewer improvements.

DISCUSSION:

In August 2022, the City entered into a Development Agreement with Pointe Partners, LLC for a rezone of the Pointe at Post Falls project. The rezone established a Community Commercial Mixed (CCM) zone on the property and limited multifamily uses to a 15.98 acre area north of Pointe Parkway. Within Section 3.3 of the Development Agreement, the Owner is required to complete a wastewater capacity study and to complete recommendations from the study prior to seeking certificates of occupancy for any multi-family residential development. Pointe Partners, LLC has sold the parcels subject to Section 3.3 to FLT Post Falls YP, LLC. (Owner). In 2022 the Owner completed, in conjunction with City Staff, the required wastewater capacity study. From the completed study, several improvements were identified with responsibilities to both the Owner and the City. The purpose of the addendum is to clearly identify the necessary sanitary sewer improvements, the responsible parties for improvements, and the path forward to secure building permits and certificates of occupancy for the multi-family development.

Addendum #1 to Development Agreement:

- Recognizes FLT Post Falls YP, LLC as the owner of the multi-family sections of the Pointe at Post Falls.
- Acknowledges completion of the wastewater capacity study.
- Requires the Owner to perform a Preliminary Engineering Report to identify new pumps, electrical upgrades, and flow meters for the existing SYSCO Lift Station.
- Requires the Owner, based on the Preliminary Engineering Report, to provide one (1) new pump, install all necessary electrical upgrades and install flow meters.
- Requires the City to provide two (2) pumps. (existing pumps require repair / replacement)
- Identifies conditions for issuance of multi-family building permits.
- Identifies conditions for issuance of certificates of occupancy related to the sewer.

The City will incur costs for providing two (2) new pumps to replace the existing pumps that are performing at less than 80% of design capacity. Costs for the pump replacement would be out of the Water Reclamation Capital Replacement Fund and be determined based on the findings of the Preliminary Engineering Report.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 2022 RZNE-0001-2022 Development Agreement – Pointe (CCM) Zone Change

APPROVED OR DIRECTION GIVEN:

Council approved execution of the agreement.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

To be determined from actions within the addendum for two (2) pumps.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Addendum 1 to Development Agreement - Post Falls, ID
2. Redtail Sysco Agreement

RECORDING REQUESTED BY:

CITY OF POST FALLS
408 N. Spokane Street
Post Falls, Idaho 83854
Tel: (208) 73-0215

**ADDENDUM #1 TO
DEVELOPMENT AGREEMENT
Pointe (CCM) Zone Change
(File No. RZNE-0001-2022)**

The City of Post Falls, hereinafter “City,” a municipal corporation organized and existing pursuant to the laws of the State of Idaho, 408 N. Spokane Street, Post Falls, Idaho 83854, and FLT Post Falls FLTE, LLC, a Delaware limited liability company, and FLT Post Falls YB, LLC, a Delaware limited liability company, as tenants in common, with its principal place of business at 2082 Michelson Drive, 3rd Fl, Irvine, California 92612, collectively hereinafter “FLT” enter into as of July 11, 2024 this Addendum #1 to Development Agreement (this “Addendum”) for The Pointe at Post Falls, hereinafter the “Project.”

WHEREAS, a Development Agreement for the Project was entered into between The Pointe Partners, LLC and the City on August 16, 2022 and recorded as Instrument No. 291234000 on August 19, 2022, in the office of the Kootenai County Recorder (the “Development Agreement”), which provided for the basic development requirements of the Project as a condition of the requested zone change; and

WHEREAS, pursuant to that Development Agreement, certain portion of the Project is designated for use as multi-family housing (“Multifamily Project”) and could be developed as such, subject to certain preconditions and requirements to be satisfied by the property owner of the Multifamily Project beforehand; and

WHEREAS, FLT, is the successor in interest to the original property owner of the Multifamily Project described on Exhibit A attached hereto and incorporated herein by reference (the “Multifamily Property”) by reason of a Special Warranty Deed, dated October 7, 2022 and recorded as Instrument No. 2918433000 on October 13, 2022 in the office of the Kootenai County Recorder; and

WHEREAS, FLT as successor owner desires to develop the Multifamily Property in accordance with the terms and obligations of the Development Agreement; and

WHEREAS, FLT has performed necessary wastewater capacity studies required under the Development Agreement and outlined necessary wastewater infrastructure improvements as a condition to developing the Multifamily Project; and

WHEREAS, the City and FLT have agreed on the apportionment of the duties and responsibilities for the necessary wastewater capacity improvements and desire to execute this Addendum to the existing Development Agreement to reflect such terms.

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, it is agreed as follows:

1. Resolution of Water Reclamation Issues: Pursuant to Paragraph 3.3 of the Development Agreement, FLT, as the "Owner" thereunder, has conducted a wastewater capacity study evaluating the impacts of the multi-family development on wastewater capacity in the area, including comparing anticipated flow rates to existing infrastructure capacity and the availability of emergency storage and has provided copies of the study to the City. Pursuant to the recommendations in that study, the City and FLT hereby agree that the Owner's obligations outlined in Paragraph 3.3 of the Development Agreement are satisfied and the City will allow the issuance of building permits for the Multifamily Project, upon the satisfaction (or waiver by the City) of the following:

a. FLT has secured professional engineering services to identify a pump approved by the City which is able to deliver 550gpm service for static and dynamic heads, and which would fit and operate in the City's existing wet well along with a second pump of the same make and manufacturer.

b. FLT has secured professional engineering services to verify that the existing electrical systems at the City lift station are capable and have primary power, automatic switchover, and emergency generation capabilities to provide necessary power to operate the two new pumps concurrently. Additionally, FLT has provided any needed electrical upgrades to the lift station to accommodate the replacement of the (2) two existing pumps with the installation of (2) two new pumps.

c. FLT has secured professional engineering services to design and install flow meters on each of the two (2) force mains existing at the City lift station.

d. FLT's professional engineer has provided to the City a Preliminary Engineering Report (PER) detailing compliance with items 1(a)-(c) above for review and approval prior to initiation of any work on the lift station.

e. FLT has provided to the City one (1) pump which satisfies the criteria above including the transfer of any warranties, after approval of the Preliminary Engineering Report.

f. City has procured two (2) additional pumps of the same size and specifications as identified herein.

g. City has removed the two (2) existing pumps and installed the two (2) new pumps meeting the specifications identified herein.

h. FLT's work under this Paragraph 1(a)-(e) above has been completed prior to issuance of any certificates of occupancy for the Multifamily Project.

2. Effect of Addendum. The Development Agreement is hereby incorporated herein and made a part hereof as if set forth fully herein except as modified herein. All capitalized terms not otherwise defined in this Addendum shall have the meanings given such terms in the Development Agreement.

3. Successors and Assigns. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Addendum shall be binding upon the parties and their respective heirs, successors (be merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. No rights or duties contained herein may be transferred or assigned except through the transfer of ownership of the land.

4. Entire Agreement. This Addendum and the Development Agreement constitute the entire agreement between the parties hereto.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned have executed this Addendum to be effective the day and year first above written.

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

This record was acknowledged before me on this ____ day of _____, 2024, by Ronald G. Jacobson and Shannon Howard as Mayor and City Clerk, respectively of the City of Post Falls.

NOTARY PUBLIC
My Commission Expires: _____

FLT POST FALLS FLTE, LLC,
a Delaware limited liability company

By: _____

Ron Wu, Vice President

FLT POST FALLS YB, LLC,
a Delaware limited liability company

By: _____

Ron Wu, Vice President

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

State of California)

County of Orange)

On 7-11-24 before me, Rachel Kirkland
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

DEVELOPMENT AGREEMENT ADDENDUM - 5



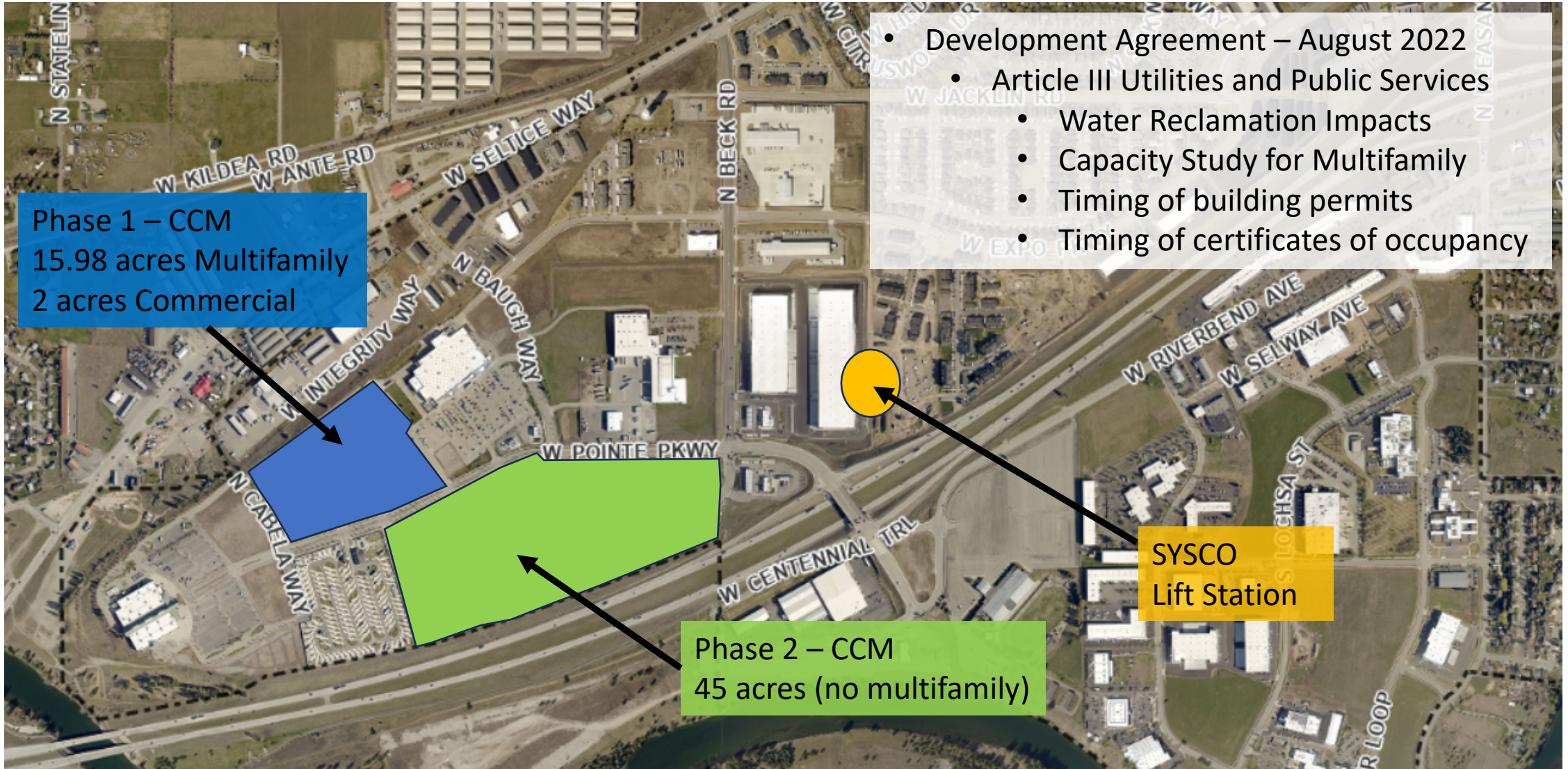
ADDENDUM #1 POINTE ZONE CHANGE DEVELOPMENT AGREEMENT

Robert S. Palus, PE –
City Engineer

Community Development /
Engineering

December 19, 2024





Pointe Zone Change – Development Agreement

- Sewer Study August 2023
- Sewer mains adequate capacity
- Upgrades required at lift station

FLT – Multifamily
Project

SYSCO
Lift Station



SYSCO Lift Station

- Design Capacity – 500 gpm
- Current Capacity – 395 gpm
- 2022 Peak Flow – 36 gpm
- Projected buildout – 452 gpm (w/ project)
436 gpm (w/o project)
- Required Design Capacity – 550 gpm
- Private / Public Responsibilities
- Design Standard Considerations
- Existing Site Limitations
- Negotiate Agreement
 - Developer
 - Public Works – Water Reclamation
 - Community Development - Engineering



Addendum #1 Requirements

- Preserves original agreement (2022)
- Updates Section 3.3 (Water Reclamation)
- Preliminary Engineering Report (developer)
 - 550 gpm pump
 - 1x (developer), 2x (City)
 - Electrical upgrades (developer)
 - Flow meters (developer)
- Issue building permits with approval of Preliminary Engineering Report
- Allow Certificates of Occupancy
 - Secure 1x pump from Developer
 - Complete electrical upgrades
 - Complete flow meter installation

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 8/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robbie Quinn, Parks Planner
SUBJECT: Quarry Sports Complex LWCF Grant Application

ITEM AND RECOMMENDED ACTION:

The Parks Division is requesting council approval for the Mayor to sign the grant request to apply for a Land and Water Conservation fund grant.

DISCUSSION:

The department would like to apply for a Land and Water Conservation Fund (LWCF) grant to assist in the construction of phase 1 for the Quarry Sports Complex. The city is requesting \$1,250,000 in LWCF funds and the total estimated cost for phase 1 is \$5,000,000. The city's matching monies will come from Park Impact Fees. Phase 1 will add multi-use fields, a shelter, restrooms, a parking lot, and include add-alternates for a playground and sports courts.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$5,000,000

BUDGET CODE:

TBD

ATTACHMENTS:

1. Signed_Quarry_Grant-Request
2. 24-8-1 Quarry Sports Complex MP_Phase I

**CITY OF POST FALLS
GRANT REQUEST APPROVAL FORM**

PLEASE COMPLETE THIS FORM TO HAVE YOUR GRANT REQUEST APPROVED.

The form must be completed and returned prior to grant application.

GRANT NAME Quarry Sports Complex
BASIC DESCRIPTION LWCF Grant for phase 1 of the Quarry Sports Complex
STATE/FEDERAL? Federal - pass through # OF YEARS 1 year
CITY FY? 2025/2026 \$ VALUE OF GRANT \$1,250,000.00
MATCHING CITY \$ 3,750,000.00 IN-KIND CITY \$ _____

EXPLAIN THE PURPOSE OF THE GRANT AND HOW IT BENEFITS THE CITY. (DOES IT EFFECT YOUR DEPARTMENT'S LEVEL OF SERVICE?) The department would like to apply for a Land and Water Conservation Fund grant to assist in the construction of phase 1 for the Quarry Sports Complex. The total estimated cost for phase 1 is \$5,000,000. The city's matching monies will come from Park Impact Fees. Phase 1 will add multi-use fields, sports courts, shelters, and a playground to the park system.

EXPLAIN ALL OBLIGATIONS/COMMITTMENTS THE CITY HAS WITH ACCEPTING THIS GRANT. The obligation that the city accepts is that the Quarry site must remain a city park. A conversion can be made, but it must be approved by congress. The department has done a conversion once before, and it was about a year long process. This grant has been used for park development at Chase Fields, White Pine Park, Sportsman's Park, Treaty Rock, Tullamore Park, and Black Bay Park.

DEPT SIGNATURE  DATE 7-29-24
FINANCE SIGNATURE  DATE 7/29/2024
MAYOR SIGNATURE _____ DATE _____

*Please attach an executive summary of grant if available.



**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 8/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, Deputy City Engineer

SUBJECT: State Transportation Investment Program Overview

ITEM AND RECOMMENDED ACTION:

Staff will provide an informational overview of the draft (Fiscal Year 2025-2031) State Transportation Investment Program, as it impacts the City of Post Falls and immediate vicinity. No action is required by the City Council.

DISCUSSION:

Each year, the Idaho Transportation Department (ITD) updates their 6-year funding program for transportation projects; known as the Idaho Transportation Department Investment Program (Program). The Program identifies State and Local projects receiving Federal and / or State Funding for preliminary engineering (design), rights-of-way acquisition, and construction. Each project within the Program is scheduled with funding limits and funding years for each portion of the project. The Program is released for public comment in July of each year and adopted by the State Transportation Board prior to start of the next Fiscal Year. In ITD District 1 (5 northern most Idaho Counties), the current draft Program shows an investment of \$595.4 million dollars between 2025 and 2031. Within the immediate vicinity of Post Falls, ITD will be investing over \$300 million between now and 2031, with most of that investment being in the Interstate 90 Corridor. The City of Post Falls has one (1) project on the current program, Chase Rd. / BNSF crossing, scheduled for construction in 2025. A second project, Prairie Ave. Widening, between SH41 and Meyer Rd., is a shared project with the Post Falls Highway District and is scheduled for construction in 2028.

For City of Post Falls sponsored projects, the City enters into a State/Local (Design) agreement with ITD prior to the start of design. A second State/Local (Construction) agreement would be considered by the City Council prior to a City-sponsored project moving into the construction phase.

Draft State Transportation Improvement Program

link: https://apps.itd.idaho.gov/Apps/Fund/itip2025/draft/FY25_Draft-ITIP.pdf

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. 2025 STIP Overview

Overview: FY2025 to FY2031 State Transportation Investment Program

Robert S. Palus, PE –
City Engineer

Community Development /
Engineering

August 6, 2024





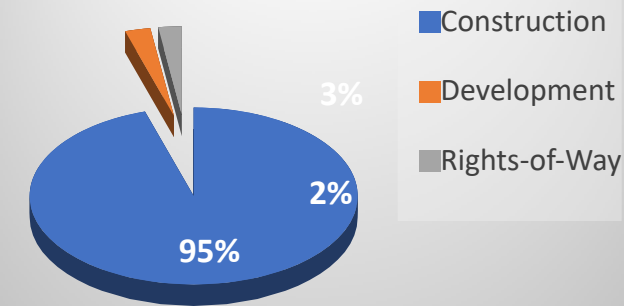
State of Idaho Transportation Improvement Program – District 1

- Projects with Federal and State funding obligations
 - FY2025 thru FY2031

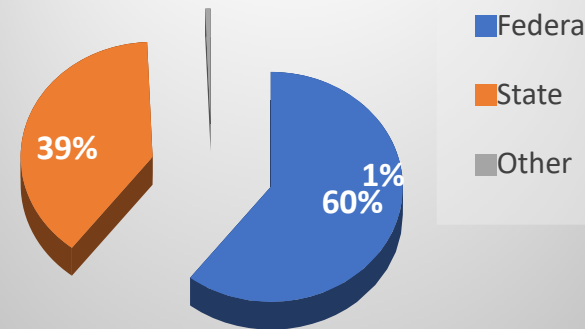
Funding Allocation

- \$595.4 million over 7 years
 - \$566.8 million - Construction
 - \$14.9 million - Development
 - \$13.7 million - Rights-of-way

Funding Allocation



Funding Sources



Funding Sources

- \$377.7 million - Federal
- \$242.8 million - State
- \$4.1 million - Other

State of Idaho Transportation Improvement Program (Draft)
https://apps.itd.idaho.gov/Apps/Fund/itip2025/draft/FY25_Draft-ITIP.pdf



12th Ave.

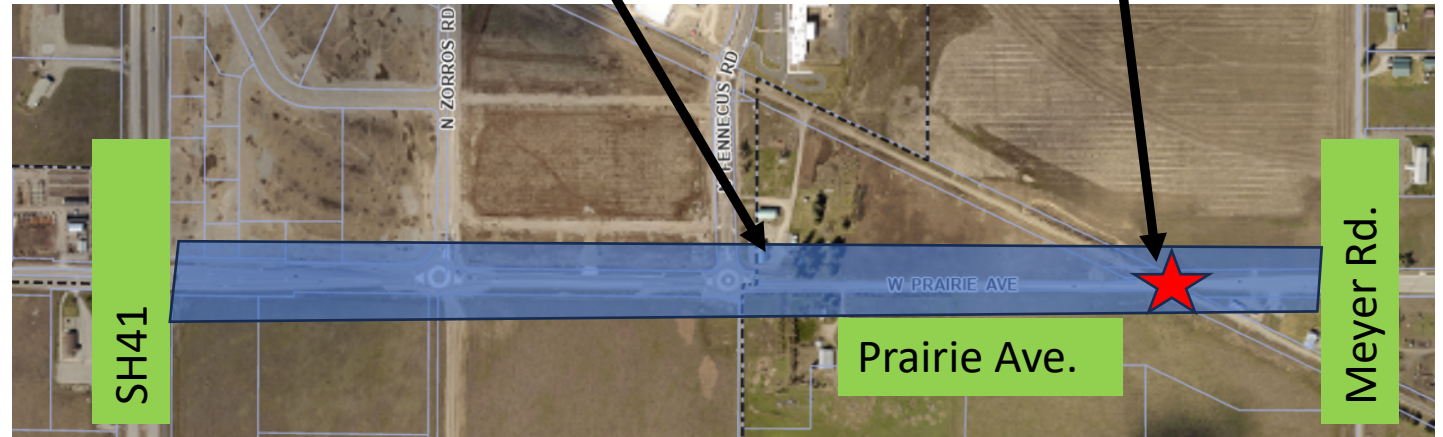
Chase Rd.

Mullan Ave.

Chase Rd. / BNSF RXR Crossing
SMA-7515
\$1.2 million (2025)

Prairie Trail Underpass
KN 24398 Post Falls Highway District
\$1.5 million (2025)

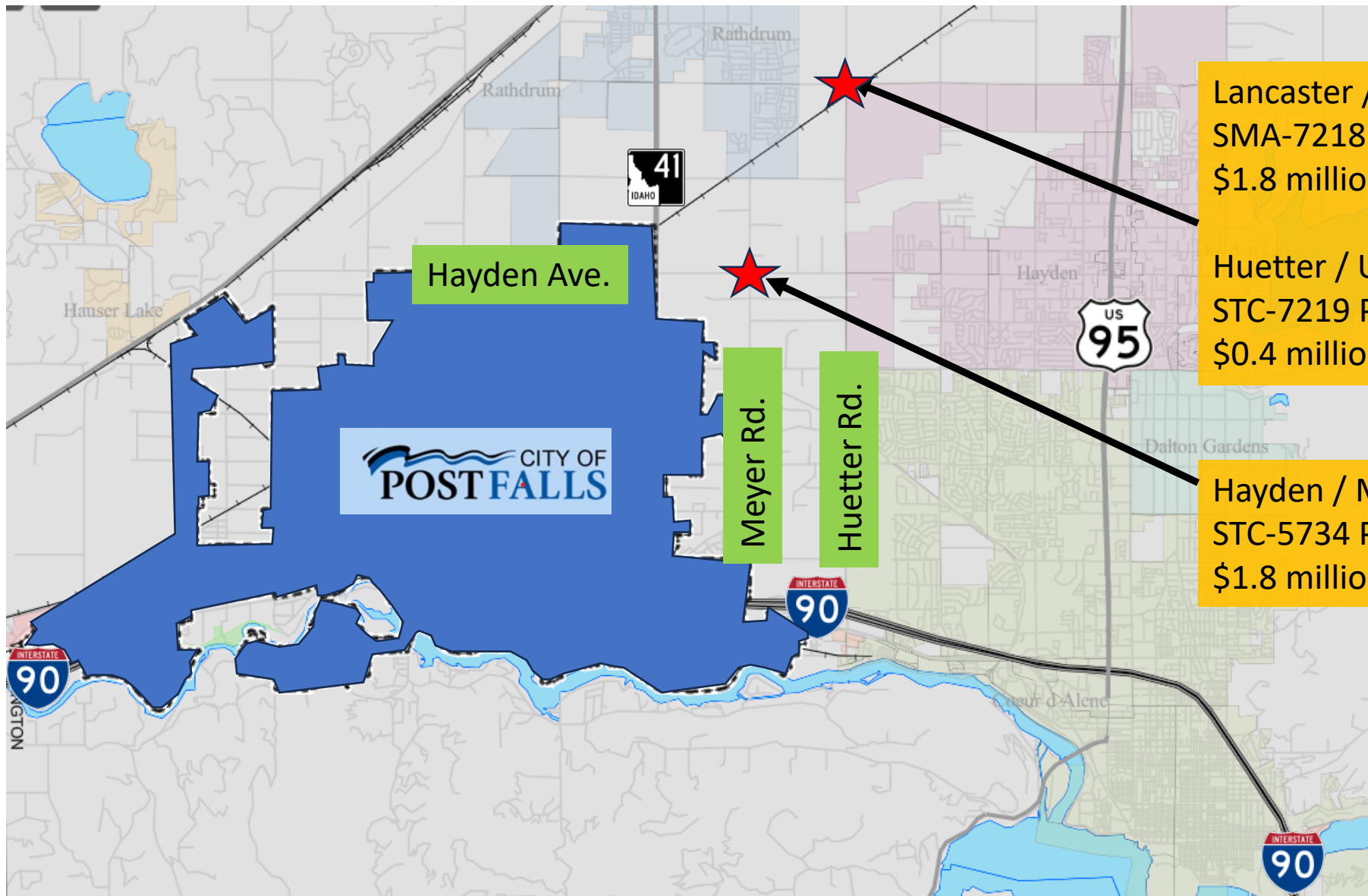
Prairie Ave. (Meyer Rd. - SH41)
NHS-7045
\$4.5 million (2028)



SH41

Prairie Ave.

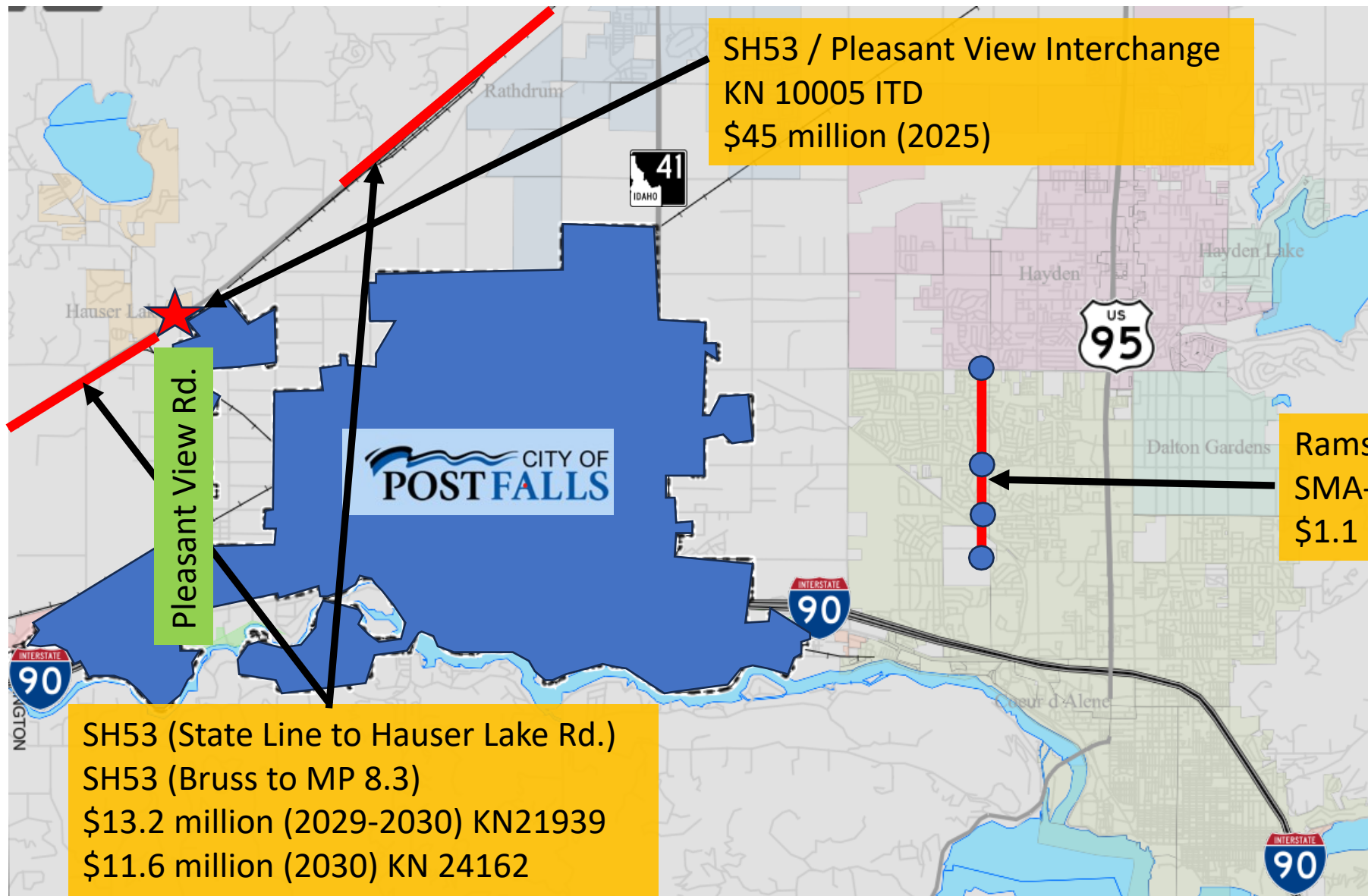
Meyer Rd.



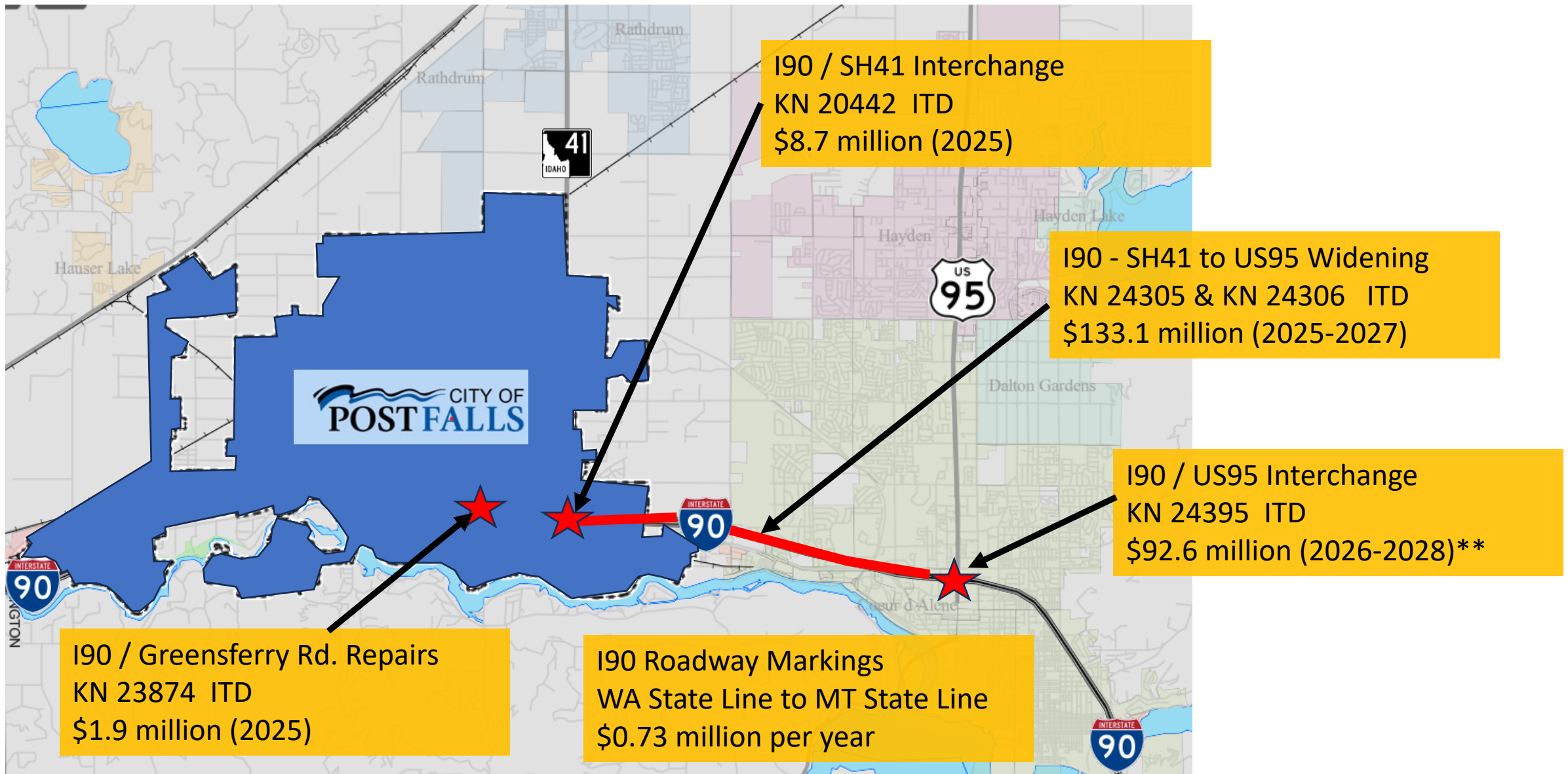
Lancaster / Huetter Roundabout
SMA-7218 Lakes Highway District
\$1.8 million (2025)

Huetter / UPRR RXR Crossing
STC-7219 Post Falls Highway District
\$0.4 million (2025)

Hayden / Meyer Roundabout
STC-5734 Post Falls Highway District
\$1.8 million (2028)



Regional Projects



Interstate 90 Corridor

Overview: FY2025 to FY2031 State Transportation Investment Program

Robert S. Palus, PE –
City Engineer

Community Development /
Engineering

August 6, 2024

