



**CITY COUNCIL
MEETING AGENDA**

**October 1, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. IT Infrastructure Update

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

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DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – September 16th, 2024, City Council Meeting
- b. Payables 9.9.24-10.1.24

- c. Fleet Division Request to Dispose of Vehicles & Equipment
- d. Legion Park Subdivision Construction Improvement Agreement
- e. Northshore Subdivision Construction Improvement Agreement
- f. Eucon Subdivision Plat Application

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

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ACTION ITEMS:

- a. Update to the Fiscal Year 2025 Fee Resolution
- b. Fiscal Year 2024 Budget Ordinance Amendment #2
- c. 12th Avenue Forcemain J-U-B Contract Amendment #2

4. NEW BUSINESS

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ACTION ITEMS:

- a. Community Gardens Lot Line Adjustment
- b. Ordinance Pertaining to Appointed Officers of the City
- c. Employment Contract Approval for Information Technology Director Michael Kirby

- d. Maplewood Avenue Rights-of-Way Assignment
- e. Engineering and Design Services Agreement for The Guy Road Lift Station Abandonment and Gravity Sewer Line

5. CITIZEN ISSUES

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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. Building Department Inspections Staff Report

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

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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 IT Infrastructure

Mike Kirby
Interim IT Director
IT Department



Introduction

- What is IT Infrastructure
 - Servers, routers, switches, computers, cabling
 - Wired, wireless and fiber
- Why it matters for City Governance
 - Data management
 - Citizen data requests (crime statistics, plowing maps, parks info)
 - Financial transparency
 - Historical analytics

Where we began vs Where we are

- Population of Post Falls in 2000 ~ 18,100
 - City had just purchased our POSTFALLSIDAHO.ORG domain
 - Email was limited to a few users
 - Internet access was limited
 - IT dept = 1 Admin at City Hall and 1 at PD – Completely separated
- Population of Post Falls in 2024 ~ 46,600
 - 257% growth of population
 - All users have email and internet
 - Patrol cars that can maintain a network connection
 - IT Dept is now 6 with 2 Techs being hired

Today's snapshot

- City Hall ~ 160 users
- City Hall supports:
 - 5 main sites – City Hall, Cemetery, Parks Shop, Streets, Water/Water Reclamation
 - 9 lift stations with 2 more in process
 - 4 parks (Kiwanis, Q'emiln, White Pine, Tullamore) with 4 more in process
 - SharePoint management and IT Training

Today's snapshot

- PD ~125 users
- PD supports:
 - 3 main sites – PD, Animal Control, Substation
 - 4 SROs (School Resource Officers)
 - 911 system used by 5 northern counties
 - ~ 47 Patrol car connections & 70 Dept issued cell phones
 - City-wide PD wireless system, including two tower sites

Importance of IT Infrastructure for Cities

- Public Safety and Security
 - Enhancing emergency services, communication systems, and data protection
 - 911 call processing and data availability - 911 calls up over 12% in the last 4 years alone
- Operational Efficiency
 - Streamlined service delivery (e.g., faster processing of permits, online services).
 - Processing and disseminating data and information
- Transparency & Accountability
 - Technology tools for transparency in government, data sharing

Core Components of City IT Infrastructure

1. Data Centers

- City Hall and the Police station both have main data centers

2. Networking

- City facilities and services are connected with a combination of fiber optics, wireless, and third-party connections

3. Cloud Computing

- Cloud services are used for several systems such as Office 365, Tyler, device management and departmental applications

4. Security Systems

- Combination of hard systems, software, training and third party monitoring

Challenges and Risks

- Cybersecurity Threats
 - Rising concerns about data breaches and ransomware.
 - Try to combat the ever-changing types of attacks that are being used
- Budget Constraints
 - Software companies move to subscription-based model
 - Balancing investment in infrastructure with other city needs
- Legacy Systems
 - Older technology can be costly to maintain or upgrade

The Role of IT in Emergency Preparedness

- Disaster Recovery Systems
 - Backup data centers and communication networks for emergencies
 - Prepare for defense and remediation of attacks
 - Maintain continuity of information and communication
- Real-time Communication
 - Tools to inform citizens during natural disasters or public safety events

Governance and Policy

- Data Privacy
 - Ensuring citizen data is secure and used responsibly
 - Supported by training, policies and procedures
- Public-Private Partnerships
 - Collaborating with tech companies to enhance infrastructure
 - Utilizing specialized knowledge when needed
 - Leveraging new technologies when warranted

Financial Considerations

- Cost of Upgrading IT Infrastructure
 - Initial costs vs. long-term savings (e.g., reduced downtime, energy efficiency)
 - Compare funding of equipment with recovery costs if disaster strikes
- Funding Opportunities
 - Federal grants
 - Public-private partnerships
 - Budget allocation strategies

The Future of City IT Infrastructure

- Continue to explore more efficient data management scenarios
- More fully combine the two I.T. groups and develop policies and procedures that will tighten up our security
- 5G and IoT (Internet of Things)
 - Opportunities for enhanced connectivity and smart devices
- AI and Data Analytics
 - Using data to make informed decisions for city planning and services

Questions?



**CITY COUNCIL
MEETING MINUTES**

**September 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. Department Head Contracts

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

City Attorney Field Herrington Presenting: The Department Head team are proposing updating Department Head (DH) contracts in order to cap DH pay like other city employees and to standardize contract terms and the contract form. The form has been reviewed by the Legal Department, outside employment law specialists, and the city's insurance carrier ICRMP, to ensure that the city's interests are represented and protected. The contract terms were reviewed. Travel and training levels and funding were discussed. Salary levels, including the positions being grouped into three new grades for DHs, including 20, 21, and 22, were reviewed. These levels will be reevaluated during the salary survey planned for FY2025. The contract amendment does not raise anyone's salary, it will just cap the pay.

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

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

a. Proclamation - National Service Dog Month

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – September 3rd, 2024, City Council Meeting
- b. Payables 9.3.24-9.17.24
- c. July Cash and Investments
- d. Montrose 17th Addition Plat Application
- e. Eucon Subdivision Construction Improvement Agreement
- f. Pay Grades and Standardization of Department Head Employment Contracts

Steigleder: On item d, does the application include the platting?

Field Herrington, City Attorney: The final plat application is reviewed by city engineering to make sure that the final plat aligns with the preliminary plat, which is already approved. This is just authorizing the Mayor to sign the final plat to be recorded.

Steigleder: Platting is approved by Planning and Zoning?

Herrington: Correct, preliminary platting. This is the final step in the platting process.

Steigleder: Can we add a picture, so I can at least see the platting before I approve it?

Bob Seale, Community Development Director: I was talking to our City Engineer about including a copy of the plat maps so it gives you a reference point to know what has gone through the process.

Motion by Malloy to approve the Consent Calendar as presented.

Second by Zeigler.

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

Motion Carried

2. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough information to allow the Clerk to properly record their testimony in the official record of the City

Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

- a. Budget Amendment FY 2024

Public Hearing opened at 6:05 pm.

Jason Faulkner, Finance Director Presenting: We have been discussing the projects that are happening for FY2025. In doing so, we looked at the cash balances in each fund. In order to transfer money from one fund to another, I need a budget amendment. What this amendment is doing is just transferring between funds so we can pay for the FY 2025 projects from the correct funds.

Jacobson: This is not any new money, just a transfer of dollars between funds.

Faulkner: Yes.

Malloy: So there's zero fiscal impact to the tax payer.

Faulkner: Correct.

Steigleder: What are funds 51 and 50?

Faulkner: Those are construction funds and operating funds, all within the Wastewater Department.

Testimony

In Favor: None

Neutral: None

Opposed: None

Public Hearing Closed at 6:09 pm.

Motion by Malloy to approve the Budget Amendment FY 2024

Second by Zeigler.

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

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Fiscal year 2025 Fee Resolution

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

WHEREAS, the City of Post Falls annually reviews all fees during the budget process to ensure accuracy; and

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

WHEREAS, the City of Post Falls has determined that the fee schedule be amended to reflect the reasonable cost of providing the services; and

WHEREAS, after public hearing has been held prior to the adoption of this resolution, regarding new and increased city fees, it is deemed by the City Council to be in the best interest of the City of Post Falls and the citizens thereof that the fee schedule be amended to include the new and increased fees which were addressed in the public hearing.

NOW, THEREFORE, Be It Resolved by the Mayor and City Council of the City of Post Falls, Idaho that the following fee schedule, which reflect the new and amended fees and all other fees that have not been amended, be adopted for the City of Post Falls:

Motion by Malloy to approve Resolution Fiscal Year 2025 Fee Resolution and to direct the clerk to assign the appropriate number.

Second by Walker.

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

Motion Carried

- b. Water Reclamation Facility Tertiary Treatment Project - Contract Amendment with Panhandle Area Council

Andrew Arbini, Public Works Projects Division Manager Presenting: This is a contract amendment with the Panhandle Area Council (PAC) as it relates to the Water Reclamation Facility Tertiary Treatment Improvements Project. The continued delays in the project have had an impact on some of the contracts that the city manages - one of those being with PAC. PAC is providing wage compliance services as a requirement of the city's loan with DEQ. This amendment is listed at \$9,040, which will extend the services through the end of this year. That is in line with the most current schedule updates. This also includes a contingency of one month, \$2,260, for a total of \$11,300 in this amendment. An overall project update on the Tertiary Treatment Improvements was given.

Ziegler: We are asking for a contract extension for Wage Compliance Services, where that contract has already run its course in days?

Arbini: Correct.

Ziegler: Is there any intention to recoup any of these fees from the contractor?

Arbini: The construction contract has terms in that contract that the city has the ability to assess liquidated damages. We still maintain that contractual right. We have not reached an agreement with the construction contractor and are reviewing their claim and continuing to work towards completion.

Steigleder: How many days are we out of that contract?

Arbini: The substantial completion date was in July.

Motion by Malloy to approve the Water Reclamation Facility Tertiary Treatment Project Contract Amendment with Panhandle Area Council.

Second by Zeigler.

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

Motion Carried

c. City Hall Remodel Project – Audio Visual Contract with Avidex

John Beacham, Public Works Director Presenting: This presentation includes item c and item d from Unfinished Business tonight. Approval is requested of the contracts for the audiovisual and furnishings components of the City Hall Remodel Project. The contract costs are compatible with the Facilities Master Plan. The audiovisual is needed to upgrade the obsolete control system for council chambers. It was originally installed by an individual who has since retired and replacement parts are no longer available. This contract will also add equipment for the new conference room, and a building wide controller that could work for overflow from public meetings or other applications. The total contract is for \$140,724.97 with Avidex. The furnishings contract includes partitions, desks, chairs, tables, bookshelves, storage, etc. for the remodeled areas. The total contract is \$191,376.15 with Contract Design Associates. The total City Hall Remodel project cost estimate is \$1.3 million with contingencies, which is in alignment with the Facilities Plan Implementation.

Westlund: For the Avidex contract is some portion of that an ongoing expense for continued support?

Beacham: There is a warranty, but no ongoing expense.

Steigleder: What was the original budget for the total project?

Beacham: There was not necessarily a budget as the project evolved to include more aspects than was originally planned, like the Rotunda and the 2nd Floor meeting space.

Motion by Malloy to approve Section 3 item C and D.

Second by Walker.

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

Motion Carried

d. City Hall Remodel Project – Furnishings Contract with Contract Design Associates

The presentation and vote for this item was done under 3(c).

4. NEW BUSINESS

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ACTION ITEMS:

a. Professional Service Agreement for Fiscal Impact Analysis (FIA) with URBAN3

Jon Manley, Planning Manager Presenting: This is for the Professional Service Agreement for the Fiscal Impact Analysis (FIA) with URBAN3. We had a selection committee at the staff level to choose the company for the FIA. There was a workshop on this with Council on April 11, 2024. Some of the reasons to complete an FIA is to understand the fiscal impacts created by different growth patterns. Analyze development trends that could assist in analyzing the fiscal sustainability of future community growth. Inform land use policies to be incorporated into an upcoming 2025 Comprehensive Plan Update. The scope of work includes public participation, data collection, analysis, reporting, and coordination. The agreement is for \$125,595, along with a 5% contingency, which brings the total request to \$131,875. The preliminary Comprehensive Plan update questions that the FIA will assist in answering were reviewed.

Steigleder: Will the timeframe for the FIA fit into the Comp Plan timeframe?

Manley: Yes.

Steigleder: Will we get a Kootenai County map also?

Manley: In our scope we did not include other county areas.

Motion by Westlund to approve the Fiscal Impact Analysis with URBAN3.

Second by Steigleder.

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

Motion Carried

b. FY2025 Intergovernmental Agreements for Prosecution Services

Field Herrington, City Attorney Presenting: This is for the Fiscal Year 2025 Intergovernmental Agreements with the City of Hayden and the City of Rathdrum for Prosecution Services. We've seen a substantial rise in misdemeanors and infractions since last year. Therefore, we have increased work loads, including staffing more courtrooms. We are using a new methodology with the proposed next year's budget numbers and current case counts to determine the cost per case. We also separate the different cases, misdemeanors and infractions, as infractions are approximately one sixth of the cost per misdemeanor case. We attempt to recover about 70% of our costs of the cases from other jurisdictions.

Jacobson: If we are providing a service to other municipalities, why are we only recovering 70%?

Herrington: We are trying to account for some of the variations.

Jacobson: We will adjust it annually and look at actual costs from the previous year.

Herrington: Yes. We are new to our prosecution software, so we are still learning the correct reporting as well. For the Hayden agreement, there is an increase to \$11,600 per month. The Rathdrum agreement has increased to \$7,485 per month. Likely, in subsequent years we will not see as large of an increase depending on case counts. The total annual revenue for FY2025 is \$229,020. Even without these agreements, Post Falls would still require the same number of prosecutors and staff to manage the demands of multiple judges and courtrooms in Kootenai County.

Jacobson: How many people do we have in the prosecution department?

Herrington: We have three attorneys and three staff assistants.

Jacobson: With the increase in case load, is that enough?

Herrington: We will probably need another assistant position. I'm pushing for an intern position as well.

Malloy: I'm still hung up on the 70% recoup number, why aren't we going after 100%?

Herrington: We are basing this on average numbers. A case that settles quickly is going to cost a lot less than a case that goes to jury trial. Those costs fluctuate. I think it is a fair approximation. It is hard to do it perfectly.

Steigleder: Are we still prioritizing Post Falls cases?

Herrington: Prioritizing is maybe not the correct term, but Post Falls is still covered by our prosecution services.

Ziegler: Are we trying to recoup 70% of the total cost, including Post Falls, or just 70% of Rathdrum and Hayden's services?

Herrington: It's taking the total prosecutor's budget and taking the best estimate with just Post Falls cases, then taking 70% of that number.

Westlund: If cases are increasing, and we are using last year's case count to estimate contracts, won't we always be lagging behind?

Herrington: I think that averages out a little bit. Tying into the budget number helps.

Motion by Malloy to approve the FY2025 Intergovernmental Agreements for Prosecution Services

Second by Zeigler.

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

Motion Carried

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ACTION ITEMS:

- a. Idaho Code 74-206(1)(a) & (b):
 - (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.
 - (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

It was determined that the Executive Session was not needed.

RETURN TO REGULAR SESSION

ADJOURNMENT

Meeting Adjourned at 7:12 pm.

Ronald G. Jacobson, Mayor

Rhiannon O'Neill, Deputy 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: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables 9.9.24-10.1.24

ITEM AND RECOMMENDED ACTION:

Check Run 10.1.24

DISCUSSION:

Check Run 10.1.24

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

1395897.39

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run 10.1.24
2. Hand Checks 10.1.24

Post Falls Check Approval



City of Post Falls

Packet: APPKT13712 - Check Run 10.1.24
Vendor Set: 01 - Vendor Set 01

Check Date: 9/24/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Dept: 412 Information Systems					
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	AA1113K	2 Sierra Wireless Antenna for lift stations	001-412.0000.66030	398.58
Dept 412 Total:					398.58
Dept: 414 Finance					
C291	Coeur d' Alene Press				
APMWB	Check	0000027036	Notice of public hearing Fee Resolution FY 2001-414.0000.62000		59.84
Dept 414 Total:					59.84
Dept: 415 City Clerk					
VEN14766	CivicPlus, LLC				
APMWB	Check	312315	MuniDocs Codification Software	001-415.0000.62040	5,559.75
		312331	CivicClerk Annual Fee - Agenda and Minutes	001-415.0000.62040	8,602.00
C291	Coeur d' Alene Press				
APMWB	Check	0000027568-09072	Ordinance 1516 Publication	001-415.0000.62000	222.97
		0000027572-09072	Ordinance 1517 Publication	001-415.0000.62000	60.36
VEN14767	NextRequest, LLC				
APMWB	Check	312326	Records Request Software	001-415.0000.62040	8,495.55
Dept 415 Total:					22,940.63
Dept: 421 Police					
A0690	AccessData Corp				
APMWB	Check	11115800	PD Shredder Services	001-421.0000.62040	75.46
VEN14905	Car Wash Plaza				
APMWB	Check	1221	Car Wash Services - August 2024	001-421.0000.67170	100.00
C1799	Cerium Networks				
APMWB	Check	1106428	25 additional Meraki licenses for patrol	001-421.0000.66043	675.00
VEN14145	Charter Communications				
APMWB	Check	189568201091424	PD Internet	001-421.0000.65030	159.98
		228876901090124	Substation Internet	001-421.0000.65030	114.99
C220	Coleman Oil Co				
APMWB	Check	CP-0173418	PD Fuel	001-421.0000.64030	5,326.80
		INV-222939	PD Diesel	001-421.0000.64030	155.94
		INV-186285a		001-421.0000.64030	80.00
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	17745	K27 & Below 100 Stickers	001-421.0000.63060	560.00
VEN14574	Debbz Upholstery LLC				
APMWB	Check	049914	PFPD123 Panel Replacement	001-421.0000.67100	155.00
F045	Fernan Gun Club				
APMWB	Check	000924	Annual Range Fee	001-421.0000.62040	500.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	028970681	PD New Hire Pistol Taco Holder	001-421.0000.67020	44.94
		028970678	PD New Hire Duty Belt Equipment	001-421.0000.67020	240.35
		028982521		001-421.0000.67020	489.49
		028970676		001-421.0000.67020	853.91
		028982497	PD Uniforms - Alexander	001-421.4000.72000	284.71
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1156357	PFPD101 Tires, Mount & Balance	001-421.0000.67190	1,255.37
		197-1156374	ICAC Truck Tires	001-421.0000.67190	3,428.94
VEN07726	Jon Dekeles				
APMWB	Check	091324	Chaplain Stipend - August	001-421.0000.62370	100.00
L0195	Language Line Services				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN12699 APMWB	Electronic Funds Transf	11383207	PD Interpretation Services	001-421.0000.62040	80.54
N001 APMWB	Check	174272	Water Pump	001-421.0000.67170	2,225.35
APMWB	Check	3688-310874	PFPD Stock - Wiper Blades	001-421.0000.67100	74.94
		3688-311137	PFPD142 Battery & Core Deposit	001-421.0000.67100	144.55
		3688-310595	PFPD Stock - Windshield Washer Fluid	001-421.0000.67100	58.86
VEN04390	Personnel Evaluation, Inc.	3688-310837	PFPD Stock - Battery & Core Deposit	001-421.0000.67100	148.98
VEN04570 APMWB	Check	52494	PD Applicant Testing	001-421.0000.62040	50.00
APMWB	Check	44892	New Patrol Vehicle Build	001-421.0000.90020	20,477.90
		44627	Build & Outfit for 3 Patrol Vehicles	001-421.0000.90020	21,626.21
		44628		001-421.0000.90020	21,626.21
		44890		001-421.0000.90020	21,626.21
VEN04236 APMWB	Ramey's Yard Care	741117	PD Quarterly Pest Control	001-421.0000.68010	115.00
VEN07943 APMWB	Retail Acquisition & Development, Inc	9002778856	PD CR123 Batteries	001-421.0000.63130	79.81
R2161 APMWB	Check	161753a	PD Junior Officer Stickers	001-421.0000.63060	4.00
R251 APMWB	Check	358997/1	PD Shop - Nails, Bolts, Nuts	001-421.0000.67100	4.14
VEN12205 APMWB	SpectraSite Communications, LLC	4666628	PD Herborn Tower Rent	001-421.0000.62040	676.08
VEN14902 APMWB	The Bunker Tri-Cities LLC	INV/2024/01615	PD Uniform Patches	001-421.4000.72000	1,087.91
T118 APMWB	TPI Embroidery	INV/20204/01614	PD Uniform - Jumpsuit, McLean	001-421.4000.72000	615.92
VEN03255 APMWB	Check	11481	PD Hats & Embroidery	001-421.4000.72000	113.77
APMWB	Check	208-197-0075-0408	PD Phones	001-421.0000.65030	1,151.13
		208-197-1699-0602	PD Internet	001-421.0000.65030	312.00
Dept 421 Total:					106,900.39
Dept: 423 Oasis					
VEN14997 APMWB	Sunshine Paralegal Services, LLC	CV28-23-1142	VSU Client Legal Services	001-423.1153.68400	250.00
Dept 423 Total:					250.00
Dept: 427 Animal Control					
C220 APMWB	Coleman Oil Co	CP-0173418	PD Fuel	001-427.0000.64030	236.96
VEN10219 APMWB	Lake City Pet Hospital	24PF3357	AC Vet Services	001-427.0000.62040	100.00
Dept 427 Total:					336.96
Dept: 431 Streets					
VEN05261 APMWB	CDA PAVING	99269	Dumping asphalt/gravel mix	001-431.0000.68130	15.19
		99054	3/4" minus crush base	001-431.0000.68130	84.58
		99196	Dumping Asphal, gravel & earthfill	001-431.0000.68130	198.69
I340 APMWB	Interstate Concrete & Asphalt	998237	Patching - Seltice @ Envirotech	001-431.0000.68090	1,442.70
		999189	Patching - Greensferry	001-431.0000.68090	274.72
		996066	Asphalt - patching Prairie Ave	001-431.0000.68130	888.08
		997477	Asphalt for pothole patches & paving	001-431.0000.68130	688.84
		996135	Asphalt - patching Prairie Ave	001-431.0000.68130	282.88
		997396	Asphalt for pothole patches & paving	001-431.0000.68130	211.48
K100 APMWB	Kootenai County Solid Waste	10-32216/10-77125	General Refuse	001-431.0000.68150	14.95

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN14930	Check National Safety Inc	10-32216/10-77088	Wood Waste	001-431.0000.68150	13.50
APMWB	Check	0735170-IN	Uniform expense	001-431.4000.72000	78.37
P325		0735926-IN	Uniform Shirts - Casey	001-431.4000.72000	37.70
APMWB R251	Poe Asphalt Paving, Inc. Check Serights Ace Hardware	9683	2024 Paving of Potlatch & City Hall	001-431.0000.68130	16,816.80
APMWB	Check	359056/1	Clear Flex tape	001-431.0000.67090	22.49
		359074/1	Drill bits	001-431.0000.67090	58.57
		358825/1	Propane & wood shims	001-431.0000.68130	86.52
		359173/1	Conduit	001-431.0000.68130	124.89
		359329/1	Propane	001-431.0000.68130	29.40
		359312/1		001-431.0000.68130	37.52
T090	Thorco, Inc.				
APMWB	Check	1795376	Replacement of RRFB @ Spokane & Prairie	001-431.0000.68140	785.00
		1795369		001-431.0000.68140	10,925.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	773541	Concrete & pallet deposit	001-431.0000.68130	278.60
		770757	Conduit	001-431.0000.68130	31.87
Dept 431 Total:					33,428.34
Dept: 433 Facility Maintenance					
A281	Allied Fire & Security				
APMWB	Check	1552413	City Hall Fire Services: 10/1 to 12/31/2024	001-433.0000.68010	198.87
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	9683	2024 Paving of Potlatch & City Hall	001-433.0000.95015	26,685.40
Dept 433 Total:					26,884.27
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	97343	Hydraulic Hoses - P312	001-434.0000.63012	554.62
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4205246978	Fleet Laundry & Rug Service	001-434.0000.63160	77.42
		4204505222		001-434.0000.63160	67.37
C3818	Cooper Fabrication, Inc.				
APMWB	Check	28667	Fabrication of arrow board brackets	001-434.0000.63011	1,430.00
F145	Freightliner Northwest- Spokane				
APMWB	Check	PC001625866.01	Filters - S556	001-434.0000.63011	344.95
VEN12699	Mike White Ford of Coeur d'Alene				
APMWB	Check	173224	general maintenance - P128	001-434.0000.67170	698.98
N001	Napa Auto Parts				
APMWB	Check	3688-308562	Cabin Air Filter - Stock	001-434.0000.63011	78.78
		3688-310848	Battery - S121	001-434.0000.63011	134.04
		3688-310680	Air Filter - C200	001-434.0000.63012	13.33
		3688-311788	Spark PLugs - P453	001-434.0000.63012	28.32
		3688-310868	Battery - C402	001-434.0000.63012	95.05
		3688-310520	Battery - B106	001-434.0000.63013	144.56
		3688-310541	Floor Jack	001-434.0000.67020	238.07
		3688-309021	Zel Shell Shock Hand cleaner	001-434.0000.67120	215.28
		3688-309951	Return of Zel Shell Shock Hand cleaner	001-434.0000.67120	-215.28
P1001	Pape Machinery				
APMWB	Check	15612387	Hydr. Quick@	001-434.0000.63011	467.42
		15628642	Return of Hydr. Quick@	001-434.0000.63011	-413.65
P180	Perfection Tire				
APMWB	Check	1079101	Alignement - P115	001-434.0000.67170	89.95
R251	Serights Ace Hardware				
APMWB	Check	359085/1	No-Spill Diesel Can - 5 Gal	001-434.0000.67020	102.57
		359332/1	Supplies for Fleet Office	001-434.0000.68010	65.11
S275	Solar Eclipse				
APMWB	Check	52970	Windsheild Replacement - R101	001-434.0000.67170	289.00

Packet: APPKT13712 - Check Run 10.1.24

Check Date: 9/24/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 442 Cemetery					
A497	Arrow Construction Supply, Inc				
APMWB	Check	412445	form oil	001-442.0000.68170	119.89
C2961	Cold Spring Granite Company				
APMWB	Check	RI 2272276	POOLE	001-442.0000.63760	357.00
R251	Serights Ace Hardware				
APMWB	Check	CM0005103	concrete return	001-442.0000.68170	-352.24
		34461/3	Concrete	001-442.0000.68170	366.63
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	INV0148718	Fertilizer	001-442.0000.68200	1,965.21
Dept 442 Total:					2,456.49
Dept: 443 Parks					
A5189	Aspen Nursery				
APMWB	Check	82395	Plants for Spokane Street Landscape	001-443.0000.68190	818.60
VEN14428	Asphalt Pros USA				
APMWB	Electronic Funds Transf	491	Q'emiln Paving and Striping	001-443.0000.68111	23,850.00
VEN04987	Basin Sod, Inc.				
APMWB	Check	44843-TL	Sod for Woodbridge	001-443.0000.68180	715.00
		44648	Sod for Woodbridge Park	001-443.0000.68180	1,945.00
		22-25415	Pallet Deposit for Sod at Woodbridge	001-443.0000.68180	47.00
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-269972	Cut Wheel Blade, Flap Disc	001-443.0000.67090	16.95
		2-270191	Tools for Jess	001-443.0000.67090	366.00
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	14115	Padlocks for Parks	001-443.0000.67030	323.10
VEN14423	Crazy Clean Carpet Cleaning LL				
APMWB	Check	56926	Crazy Clean	001-443.0000.63150	195.00
		56925	Trailhead Carpet Cleaning	001-443.0000.63150	792.00
VEN14867	CW Signs				
APMWB	Check	2334	Decals for Trail Markers	001-443.0000.63260	66.60
F020	Fastenal Company				
APMWB	Check	IDCOE206731	Hardware for stock	001-443.0000.67030	11.71
		IDCOE206491	Hardware for Trucks	001-443.0000.67030	103.36
G098	Grainger				
APMWB	Check	9245540530	Hex/Torx bits for playgrounds	001-443.0000.67090	31.25
H003	H.D. Fowler Company				
APMWB	Check	I6807734	Coupling for Woodbridge	001-443.0000.94180	0.78
H1957	Horizon				
APMWB	Electronic Funds Transf	2S220060	Parpet Clips for City Hall	001-443.0000.67030	40.00
		2S220870	Landscape Rakes	001-443.0000.67090	188.17
		2S220999	Irrigation pipe for Spokane Street	001-443.0000.68230	51.60
L109	Lowe's Credit Services				
APMWB	Check	76201	Tools for Parks	001-443.0000.67090	55.99
		78161	Caulking for Woodbridge	001-443.0000.94180	33.00
N001	Napa Auto Parts				
APMWB	Check	3688-286295	Fuel Filters for Mowers	001-443.0000.66190	4.44
N210	Northland Nursery				
APMWB	Check	220000057561	Shrubs for Spokane Street Landscaping	001-443.0000.68190	634.25
VEN14579	Planet Turf				
APMWB	Check	3008965	Grass Seed for all Parks	001-443.0000.68160	7,150.00
R060	Ragan Equipment Co.				
APMWB	Check	01-149636	Hardware and fitting for Mowers	001-443.0000.66190	395.91
		01-149372	Trimmers	001-443.0000.67020	799.98
		01-149634	Trimmer and Blower	001-443.0000.67020	999.98
R1691	River City Paint & Decorating				
APMWB	Check	57295	Paint for Parks	001-443.0000.68160	105.90
		57343	Painters Tape for Painting	001-443.0000.68160	33.24
R251	Serights Ace Hardware				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	358736/1	Floor Scrubber Handle	001-443.0000.63150	25.18
		359164/1	Hardware for Shop	001-443.0000.67030	32.77
		359293/1	Hardware for Anchors	001-443.0000.67030	17.54
		359257/1	Hardware for Cleaning	001-443.0000.67030	8.98
		359296/1	Bolt for Bike Rack	001-443.0000.67030	3.95
		359361/1	Driver & Bit Set for Construction	001-443.0000.67090	48.58
		359362/1	Measuring Tape for Construction	001-443.0000.67090	24.29
		359141/1	Hammer for Truck	001-443.0000.67090	23.38
		359140/1	Paint for Parks Equipment	001-443.0000.68160	20.95
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	145793350-001	Irrigation parts for Spokane St.	001-443.0000.68230	549.47
		145935680-001	Irrigation parts for north parks	001-443.0000.68230	395.20
S389	Spokane Hardware Supply				
APMWB	Check	K80331	Door Hardware	001-443.0000.67030	503.90
U040	United Electrical				
APMWB	Check	22890	GFI Receptacle install for Kiwanis	001-443.0000.62180	576.42
		22868	Water Feature Breaker Install	001-443.0000.62180	656.52
Z026	Ziegler Lumber Co #017				
APMWB	Check	767236	Hardware & Lumber for Woodbridge Project	001-443.0000.94180	1,132.65
Dept 443 Total:					43,794.59
Dept: 445 Recreation					
A600	Awards Etc.				
APMWB	Electronic Funds Transf	35775	Name plates and badges	001-445.0000.62080	44.00
VEN14999	Coeur Climbing Company LLC				
APMWB	Check	09.24.24	Sept. Contractual Payment	001-445.0000.62040	624.00
VEN05955	Darrell Hull				
APMWB	Check	09/04/24	Contractual payment for Golf lessons	001-445.0000.62040	1,771.00
VEN08139	Learning Resources Network, Inc				
APMWB	Check	23520	Rec Dept Membership	001-445.0000.62060	445.00
V040	ODP Business Solutions				
APMWB	Check	383148239001	Office Supplies- Recreation	001-445.0000.63060	3.98
		383148483001		001-445.0000.63060	69.45
P4835	ProPrint				
APMWB	Check	66116	Employee business cards	001-445.0000.62080	93.00
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	106503	Youth Soccer Shirts	001-445.0000.63430	1,206.50
		106117	Golf Camp Shirts	001-445.0000.63430	293.67
		106501	Youth Soccer Shirts	001-445.0000.63430	863.90
		106461	Youth Flag Football Shirts	001-445.0000.63430	201.40
		09.17.24	Soccer shirts	001-445.0000.63430	46.06
		106499	Youth Volleyball shirts	001-445.0000.63430	959.60
		106500	Youth Soccer Shirts	001-445.0000.63430	830.20
		INV0148774	Youth Flag Football Shorts	001-445.0000.63430	1,736.68
		106502	Youth Soccer Shirts	001-445.0000.63430	770.10
VEN14261	The JACC				
APMWB	Check	09/20/24	Contractual Payment	001-445.0000.62040	549.50
W2451	Wiley E Waters LLC				
APMWB	Check	09.24.24	Summer Contractual Payment	001-445.0000.62040	152.00
Dept 445 Total:					10,660.04
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000026857-08202	Public Hearing Notice Poleline & Zorros ANN	001-451.0000.62000	311.21
		0000026746	Public Notice Publication 17th & Catherine V	001-451.0000.62000	389.13
		0000026855-08202	Public Notice Publication Killdeer ANN-24-	001-451.0000.62000	319.47
		0000026858	Public Notice Publication Early Dawn & Zorro	001-451.0000.62000	292.38
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR338945	Contract Charges for G736M660937	001-451.1901.66140	3.30
		AR338944	Contract Charges for V9735700465	001-451.1901.66140	10.56
R1541	Ricoh USA Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	5070077561	Contract Charges for C94027912/C9402791:001-451.1901.66140		58.18
Dept 451 Total:					1,384.23
Dept: 452 Building Inspector					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR338944	Contract Charges for V9735700465	001-452.1901.66140	10.57
		AR338945	Contract Charges for G736M660937	001-452.1901.66140	3.30
R1541	Ricoh USA Inc.				
APMWB	Check	5070077561	Contract Charges for C94027912/C9402791:001-452.1901.66140		58.17
Dept 452 Total:					72.04
Dept: 453 Engineering					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR338944	Contract Charges for V9735700465	001-453.1901.66140	10.57
		AR338945	Contract Charges for G736M660937	001-453.1901.66140	3.30
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0176822	STBG App Preparation	001-453.0000.62040	1,800.00
R1541	Ricoh USA Inc.				
APMWB	Check	5070077561	Contract Charges for C94027912/C9402791:001-453.1901.66140		58.17
T118	TPI Embroidery				
APMWB	Check	11594-9/9/24	Staff Apparel - PLEASE GIVE CHECK TO JE001-453.0000.63060		506.88
Dept 453 Total:					2,378.92
Dept: 454 Community Development Admin					
VEN14013	Bluebeam, Inc				
APMWB	Check	INV0148763	Bluebeam Software Level Up	001-454.0000.66016	6,930.00
Dept 454 Total:					6,930.00
Dept: 481 Capital Improvements/Contracts					
VEN14044	Glacier Bay Electric LLC				
APMWB	Check	029123 091024	Electrical Panel replacement PD Comm Roo	001-481.0000.68395	2,018.00
		029123 091024a	Transfer Switch Change Out	001-481.0000.68395	1,871.00
VEN14850	Legacy Heating and Cooling				
APMWB	Check	20428911	Air Conditioner unit for Shop	001-481.0000.68395	15,900.00
Dept 481 Total:					19,789.00
Fund 001 Total:					283,170.21
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Electronic Funds Transfr	321154	09/2024 Benefit Consulting	003-482.0000.62040	2,500.00
Dept 482 Total:					2,500.00
Fund 003 Total:					2,500.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
M2005	Motorola Solutions				
APMWB	Electronic Funds Transfr	8271959404	Dual band portables	008-426.0000.91560	38,516.15
		8281961001	Mobile radios	008-426.0000.91560	11,568.58
Dept 426 Total:					50,084.73
Fund 008 Total:					50,084.73
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
VEN12372	Bernardo/Wills Architects, PC				
APMWB	Check	24791	City Hall Remodel Bernardo Wills Invoice Au	011-491.1801.93163	9,261.50
VEN08973	Dardan Enterprises, Inc				
APMWB	Check	City Hall Remodel P	City Hall Remodel Dardan Pay App #2 Augu:	011-491.1801.93163	60,135.43

Dept 491 Total: 69,396.93

Fund 011 Total: 69,396.93

Packet: APPKT13712 - Check Run 10.1.24
Vendor Set: 01 - Vendor Set 01

Check Date: 9/24/2024

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
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Fund: 037 - STREETS IMPACT FEES

Dept: 431 Streets

J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf		0176781	Transportation Master Plan	037-431.0000.80290		5,298.00
			0176470	Spokane & Prairie	037-431.0000.95134		767.10
			0177072	Spoane & Prairie	037-431.0000.95134		694.30
				Dept 431 Total:			6,759.40
				Fund 037 Total:			6,759.40

Fund: 038 - PARKS IMPACT FEES

Dept: 443 Parks

VEN12724	Civitas, Inc						
APMWB	Check		26983	Black Bay Master Plan Sch. A August	038-443.0000.94070		15,366.00
			PO07146	Black Bay Master Plan Sch B August	038-443.0000.94070		7,407.50
				Dept 443 Total:			22,773.50
				Fund 038 Total:			22,773.50

Fund: 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

A090	Accurate Testing Labs LLC						
APMWB	Check		141044	Waste Water Composites Testing	650-463.0000.68360		700.00
A1395	Advanced Compressor & Hose Inc						
APMWB	Check		97376	Razor Blade	650-463.0000.63008		69.00
			97159	Shop Supplies	650-463.0000.68025		101.88
			97165	Waste Water Shop Supplies	650-463.0000.68025		418.00
A228	A-L Compressed Gases, Inc.						
APMWB	Check		0003039459	High Pressure Rental	650-463.0000.68025		9.08
A424	Anatek Labs, Inc.						
APMWB	Check		2421531	IPT annual sampling	650-463.0000.68360		2,710.00
			2421957	Surface Water Testing	650-463.0000.68360		565.00
VEN14648	Beveridge and Diamond PC						
APMWB	Check		240800594	June 2024 IPDES Permit Renewal	650-463.0000.62010		16,837.00
C1161	CDA Garbage						
APMWB	Electronic Funds Transf		10-73375	General Refuse	650-463.0000.65050		41.60
			10-63556	Waste	650-463.0000.65050		6.30
			10-68322	General Refuse	650-463.0000.65050		27.30
VEN14736	Cintas Corporation No. 3						
APMWB	Check		4204505700	WWTP Uniforms	650-463.4000.72000		175.33
			4203839356		650-463.4000.72000		190.51
			4205247216	WWTP Uniforms	650-463.4000.72000		219.04
C3090	Columbia Electric Supply						
APMWB	Check		1120-1018941	Cable Ties	650-463.0000.68025		35.77
			1120-1019017	Spring & Screw Driver	650-463.0000.68025		177.33
C360	Consolidated Supply Co.						
APMWB	Electronic Funds Transf		S012079418.001	Full Face Gasket	650-463.0000.63000		70.63
C410	Country Lock & Key, Inc.						
APMWB	Electronic Funds Transf		14049	Disassembled, cleaned, and assessed exterior	650-463.0000.68025		155.00
F020	Fastenal Company						
APMWB	Check		IDCOE206420	Ear Plugs & Glasses	650-463.0000.63110		71.18
G098	Grainger						
APMWB	Check		9250908234	ACCESSORY STARTER KIT	650-463.0000.63000		137.88
			9248579725	HOODED COVERALLS	650-463.0000.63110		193.29
			9239572945	Cross Arm Strap	650-463.0000.63110		537.26
			9240676362	Safety Glasses, Screw Driver Set	650-463.0000.63110		102.11
G100	Granich Engineering						

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
H030 APMWB	Check Hach Company	BI-0373618	Oil Seal	650-463.0000.68025	160.06
H1957 APMWB	Check Horizon	14172819	lab supplies	650-463.0000.63400	892.20
I2731 APMWB	Electronic Funds Transf Inland Environmental Resources	2S221076 2S219740	PVC Cap & 4" PC Rotor Decoder Controler	650-463.0000.63008 650-463.0000.68010	258.38 562.64
J105 APMWB	Electronic Funds Transf J-U-B Engineers, Inc.	2024-6335	Mag Delivery	650-463.0000.63008	8,996.00
N001 APMWB	Electronic Funds Transf Napa Auto Parts	0176762	August 2024 Hopper Improvements Project	650-463.3125.95520	1,289.50
VEN04172 APMWB	Check Northwest Scientific, Inc.	3588-310212 3688-310867	Radiator Cap & Air Filter Shop Supplies	650-463.0000.68021 650-463.0000.68021	89.12 79.33
V040 APMWB	Electronic Funds Transf ODP Business Solutions	5183186	Lab Supplies	650-463.0000.63400	744.81
O040 APMWB	Check Overhead Door Company	386004987001 386004988001 386004987001 386674043001 386004992001 386004987001	Office Supplies-Wastewater	650-463.0000.63060 650-463.0000.63060 650-463.0000.63060 650-463.0000.63060 650-463.0000.63060 650-463.0000.63060	115.49 38.71 45.52 15.43 13.71 13.21
P310 APMWB	Check Platt Electric Supply	566768	Repair on WWTP Door	650-463.0000.68025	473.90
R251 APMWB	Check Serights Ace Hardware	5M98849	Dual Range, Holesaw & Camo Bag	650-463.0000.66190	649.47
W0226 APMWB	Check Walter E Nelson Co	359307/1 359420/1 358967/1 358874/1 358689/1 359124/1	Carwash Supplies WWTP Supplies 300PSI Gage Storage Tote & Note Book Plant Supplies WWTP Supplies	650-463.0000.63000 650-463.0000.63008 650-463.0000.68025 650-463.0000.68025 650-463.0000.68025 650-463.0000.68025	17.79 67.36 40.49 65.62 158.77 85.77
VEN14736 APMWB	Electronic Funds Transf Cintas Corporation No. 3	531538 531728	Lap supplies Lab Supplies	650-463.0000.63400 650-463.0000.63400	607.69 92.89
Dept 463 Total:					39,124.35
Dept: 466 Wastewater - Collections					
A1395 APMWB	Advanced Compressor & Hose Inc Check	97296	Service Truck Supplies	650-466.0000.80240	23.91
VEN14736 APMWB	Check Cintas Corporation No. 3	4204505700 4203839356 4205247216	WWTP Uniforms WWTP Uniforms WWTP Uniforms	650-466.4000.72000 650-466.4000.72000 650-466.4000.72000	175.33 190.52 219.04
C360 APMWB	Consolidated Supply Co. Electronic Funds Transf	S012069186.002 S012061269.001 S012077701.001 S012069186.001 S012069186.003	8" pipe couplings 12" pipe couplings 4" Flange Adapter & 10" Coupling 6" and 4" pipe couplings 4" Coupling	650-466.0000.63000 650-466.0000.63000 650-466.0000.63000 650-466.0000.63330 650-466.0000.63330	1,586.26 2,617.94 2,896.38 2,119.87 -891.71
G098 APMWB	Grainger Check	9243545507 9246486931	Shop Supplies Hour Meter	650-466.0000.63110 650-466.0000.68021	65.86 119.54
K037 APMWB	Hotstart Sales Check	CD99565599	HTR 1kW 120V 80-100F	650-466.0000.63006	98.21
VEN03517 APMWB	Kenworth Sales Company Check	02405W5771 02405W5781	PM INSPECTION AND SERVICE Kenworth Oil Change Freightliner 114SD	650-466.0000.67170 650-466.0000.67170	1,035.68 718.20
L060 APMWB	Les Schwab Central Billing Dep Check	10501018080	Repair Flat Tire on T206	650-466.0000.67170	113.26

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
N001	Napa Auto Parts				
APMWB	Check	3688-308594	Cleaner	650-466.0000.68010	70.48
		3688-310799	Break Cleaner, Sockets	650-466.0000.68025	91.53
		3688-310059	Air Filters	650-466.0000.68025	116.56
V040	ODP Business Solutions				
APMWB	Check	383127117001	Office Supplies - Wastewater	650-466.0000.63006	404.58
P180	Perfection Tire				
APMWB	Check	1079362	Oil Change T113	650-466.0000.67170	148.69
P310	Platt Electric Supply				
APMWB	Check	5M68516	WIFI Cam & Probes	650-466.0000.80240	1,099.00
R251	Serights Ace Hardware				
APMWB	Check	358816/1	Silicone	650-466.0000.63330	44.95
		358963/1	Concrete Mix	650-466.0000.63330	9.89
		358777/1	Shop Supplies & Tools	650-466.0000.67090	209.51
		359185/1	KEY MASTER M1-ACE250PK	650-466.0000.68010	16.15
VEN14987	SWS Equipment LLC				
APMWB	Check	0173155-IN	1" Bulldog Antiblast	650-466.0000.80240	3,957.51
W180	Western States Equipment				
APMWB	Check	IN002909541	Trouleshoot Generator	650-466.0000.62040	312.00
Dept 466 Total:					17,569.14
Dept: 468 Wastewater - Surface Water					
R1913	Rockhound Landscape Supply				
APMWB	Check	8.23.24	250sf Sod	650-468.0000.68380	147.50
R251	Serights Ace Hardware				
APMWB	Check	359116/1	Plugs & Couplings	650-468.0000.68380	20.64
		358934/1	Super Glue & Hitch Pin	650-468.0000.68380	15.91
Dept 468 Total:					184.05
Fund 650 Total:					56,877.54
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0176764	August 2024 WRF Facility Plan consulting	651-463.3209.95500	3,354.80
		0176766	Tertiary Upgrade JUB Invoice August 2024	651-463.3213.90015	77,018.26
VEN14291	Sletten Construction Company				
APMWB	Electronic Funds Transf	Tertiary Pay App #4	Tertiary Upgrade Sletten Pay App #46 August 2024	651-463.3213.90015	510,477.84
		Tertiary Pay App #4	Tertiary Upgrade Sletten Pay App #45 July 2024	651-463.3213.90015	47,245.40
Dept 463 Total:					638,096.30
Fund 651 Total:					638,096.30
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	200143-51	Ponderosa LS Ardurra Invoice August 2024	652-463.3214.95520	1,254.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0176465	12th Ave FM JUB Invoice July 2024	652-463.3228.95520	45,396.00
		0177069	12th Ave FM JUB Invoice August 2024	652-463.3228.95520	32,380.10
VEN11676	Keller Associates, Inc				
APMWB	Check	0242785	12th Ave FM Keller Invoice August 2024	652-463.3228.95520	1,582.75
VEN07815	LaRiviere, Inc				
APMWB	Electronic Funds Transf	Corbin LS Pay App #8	Corbin LS La Riviere Pay App #8 August 2024	652-463.3234.95520	55,949.11
VEN14957	Sonray Enterprises LLC				
APMWB	Check	12th Ave FM Pay App #6	12th Ave FM Sonray Pay App #6 August 2024	652-463.3228.95520	88,271.95
Dept 463 Total:					224,833.91
Fund 652 Total:					224,833.91
Fund: 700 - SANITATION					

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	40645	Wood Waste	700-461.0000.65050	320.00
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	2566983	Dumpsters for Parks	700-461.0000.65050	627.72
K100	Kootenai County Solid Waste				
APMWB	Check	09-30289/10-76296	Yard Waste	700-461.0000.65050	150.80
		09/30289-10-76241		700-461.0000.65050	149.50
		09-30289/10-75738	Mixed Waste	700-461.0000.65050	148.00
		09-30289/10-76730	Yard waste	700-461.0000.65050	147.55
		09-30289/10-72472	Wood Chip Waste	700-461.0000.65050	134.10
		09-30289/10-72387	Shrub Pruning Waste	700-461.0000.65050	14.30
		09-30289/10-76093	Yard Waste	700-461.0000.65050	66.30
		09-30289/10-75645	Big can waste	700-461.0000.65050	49.40
		10-76296	Yard Waste	700-461.0000.65050	150.80
		09-30289/10-71460	Wood Waste	700-461.0000.65050	13.95
		09-30289/10-76153	Yard Waste	700-461.0000.65050	1.30
		09-30289/10-76758	General Refuse	700-461.0000.65050	78.65
		09-30289/10-76199	Yard Waste	700-461.0000.65050	163.80
		09-30289/10-76630	Wood Chip Waste	700-461.0000.65050	99.45
		09-30289/10-76161	Yard Waste	700-461.0000.65050	181.35
		09-30289/10-76482	Wood Chip Disposal	700-461.0000.65050	179.40
		09-30289/10-76573	Yard Waste	700-461.0000.65050	299.65
		10-76518		700-461.0000.65050	283.40
		10-76128		700-461.0000.65050	229.45
		09-30289/10-76253	Wood Chip Disposal	700-461.0000.65050	126.75
		09-30289/10-76363	Yard Waste	700-461.0000.65050	204.75
		09-30289/10-76404	Wood Chip Disposal	700-461.0000.65050	198.25
		09-30289/10-76313		700-461.0000.65050	198.25
		09-30289/10-76428	Yard Waste	700-461.0000.65050	217.75
		09-30289/10-76114	Wood Chip Disposal	700-461.0000.65050	182.65
Dept 461 Total:					4,617.27
Fund 700 Total:					4,617.27
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	141246	Coliform Presence/Absence	750-462.0000.68360	120.00
		141229		750-462.0000.68360	150.00
		139904	Well 11 Sample	750-462.0000.68360	465.00
C1161	CDA Garbage				
APMWB	Electronic Funds Transfr	2566318	Recycle Bin	750-462.0000.65050	30.50
VEN05261	CDA PAVING				
APMWB	Check	99440	Fill Dirt	750-462.0000.63280	14.50
		99378	Fill Dirt for Hydrant Repair	750-462.0000.63280	20.50
		99320	3/4" Crushed Base	750-462.0000.63280	90.12
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transfr	S012067843.002	Water Shop Supplies	750-462.0000.63280	940.47
		S012061706.005	Gasket	750-462.0000.63280	-946.03
		S012068855.001	IPS Stiffener	750-462.0000.63280	40.34
		S012061706.003	Meter Adapter	750-462.0000.63280	965.95
		S012061706.004	Cutting Oil (short pay tax)	750-462.0000.63280	109.95
G098	Grainger				
APMWB	Check	9254758726	ABSOLUTE DIGITAL CALIPER,0" TO 6	750-462.0000.63280	181.71
H003	H.D. Fowler Company				
APMWB	Check	I6822012	Water Shop Stock	750-462.0000.63280	2,877.43
		I6825364	Poly Pipe	750-462.0000.63280	196.80
		I6822424	Tee Di	750-462.0000.63280	251.00
		I6822010	GALVANZIED REDUCER & 10" PIPE	750-462.0000.63280	229.54
		I6822429	8" Coupling & 8" Grip Ring	750-462.0000.63280	694.08

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN02996	Idaho Department of Environmental Quality						
APMWB	Check		CI6332	2024 IDEQ Water Assessment	750-462.0000.62350		20,907.00
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf		0174943	June 2024 Water Tower Structural Review	750-462.0000.62040		690.00
			0176847	August 2024 Water Tower Structural Review	750-462.0000.62040		6,275.00
N0991	Norco Inc						
APMWB	Check		0041582082	Shop Supplies	750-462.0000.63280		825.02
			0041584273	DB STEEL DEMON 9 14/18TPI	750-462.0000.63280		109.06
P180	Perfection Tire						
APMWB	Check		1078984	2011 Chev 2500 Trk# W114 Replaced Radia	750-462.0000.67170		766.88
			1079308	Oil Change on W114	750-462.0000.67170		88.53
P310	Platt Electric Supply						
APMWB	Check		5L96754	Ge Connection	750-462.0000.63110		31.00
R251	Serights Ace Hardware						
APMWB	Check		359433/1	Water Shop Supplies	750-462.0000.63280		16.47
			359417/1	Water Operator Supplies	750-462.0000.63280		47.67
VEN13988	Tacoma Screw Products, Inc						
APMWB	Check		240119651-00	Water Shop Supplies	750-462.0000.63280		238.23
W0226	Walter E Nelson Co						
APMWB	Electronic Funds Transf		532753	Water Office Supplies	750-462.0000.63060		360.88
Dept 462 Total:							36,787.60
Fund 750 Total:							36,787.60
Report Total:							1,395,897.39



Fund	Account	Amount
001 - GENERAL FUND		
	001-412.0000.66030	398.58
	001-414.0000.62000	59.84
	001-415.0000.62000	283.33
	001-415.0000.62040	22,657.30
	001-421.0000.62040	1,382.08
	001-421.0000.62370	100.00
	001-421.0000.63060	564.00
	001-421.0000.63130	79.81
	001-421.0000.64030	5,562.74
	001-421.0000.65030	1,738.10
	001-421.0000.66043	675.00
	001-421.0000.67020	1,628.69
	001-421.0000.67100	586.47
	001-421.0000.67170	2,325.35
	001-421.0000.67190	4,684.31
	001-421.0000.68010	115.00
	001-421.0000.90020	85,356.53
	001-421.4000.72000	2,102.31
	001-423.1153.68400	250.00
	001-427.0000.62040	100.00
	001-427.0000.64030	236.96
	001-431.0000.67090	81.06
	001-431.0000.68090	1,717.42
	001-431.0000.68130	19,775.34
	001-431.0000.68140	11,710.00
	001-431.0000.68150	28.45
	001-431.4000.72000	116.07
	001-433.0000.68010	198.87
	001-433.0000.95015	26,685.40
	001-434.0000.63011	2,041.54
	001-434.0000.63012	691.32
	001-434.0000.63013	144.56
	001-434.0000.63160	144.79
	001-434.0000.67020	340.64
	001-434.0000.67120	0.00
	001-434.0000.67170	1,077.93
	001-434.0000.68010	65.11
	001-442.0000.63760	357.00
	001-442.0000.68170	134.28
	001-442.0000.68200	1,965.21
	001-443.0000.62180	1,232.94
	001-443.0000.63150	1,012.18
	001-443.0000.63260	66.60
	001-443.0000.66190	400.35
	001-443.0000.67020	1,799.96
	001-443.0000.67030	1,045.31
	001-443.0000.67090	754.61
	001-443.0000.68111	23,850.00
	001-443.0000.68160	7,310.09
	001-443.0000.68180	2,707.00
	001-443.0000.68190	1,452.85
	001-443.0000.68230	996.27
	001-443.0000.94180	1,166.43
	001-445.0000.62040	3,096.50
	001-445.0000.62060	445.00
	001-445.0000.62080	137.00

	001-445.0000.63060	73.43	
	001-445.0000.63430	6,908.11	
	001-451.0000.62000	1,312.19	
	001-451.1901.66140	72.04	
	001-452.1901.66140	72.04	
	001-453.0000.62040	1,800.00	
	001-453.0000.63060	506.88	
	001-453.1901.66140	72.04	
	001-454.0000.66016	6,930.00	
	001-481.0000.68395	19,789.00	
	Fund 001 Total:	283,170.21	
003 - PERSONNEL BENEFIT POOL			
	003-482.0000.62040	2,500.00	
	Fund 003 Total:	2,500.00	
008 - 911 SUPPORT			
	008-426.0000.91560	50,084.73	
	Fund 008 Total:	50,084.73	
011 - FACILITY BUILDING RESERVE			
	011-491.1801.93163	69,396.93	
	Fund 011 Total:	69,396.93	
037 - STREETS IMPACT FEES			
	037-431.0000.80290	5,298.00	
	037-431.0000.95134	1,461.40	
	Fund 037 Total:	6,759.40	
038 - PARKS IMPACT FEES			
	038-443.0000.94070	22,773.50	
	Fund 038 Total:	22,773.50	
650 - RECLAIMED WATER OPERATING			
	650-463.0000.62010	16,837.00	
	650-463.0000.63000	226.30	
	650-463.0000.63008	9,390.74	
	650-463.0000.63060	242.07	
	650-463.0000.63110	903.84	
	650-463.0000.63400	2,337.59	
	650-463.0000.65050	75.20	
	650-463.0000.66190	649.47	
	650-463.0000.68010	562.64	
	650-463.0000.68021	168.45	
	650-463.0000.68025	1,881.67	
	650-463.0000.68360	3,975.00	
	650-463.3125.95520	1,289.50	
	650-463.4000.72000	584.88	
	650-466.0000.62040	312.00	
	650-466.0000.63000	7,100.58	
	650-466.0000.63006	502.79	
	650-466.0000.63110	65.86	
	650-466.0000.63330	1,283.00	
	650-466.0000.67090	209.51	
	650-466.0000.67170	2,015.83	
	650-466.0000.68010	86.63	
	650-466.0000.68021	119.54	
	650-466.0000.68025	208.09	
	650-466.0000.80240	5,080.42	
	650-466.4000.72000	584.89	
	650-468.0000.68380	184.05	
	Fund 650 Total:	56,877.54	
651 - RECLAIMED WATER CAPITAL - WWTP			
	651-463.3209.95500	3,354.80	
	651-463.3213.90015	634,741.50	
	Fund 651 Total:	638,096.30	
652 - RECLAIMED WATER CAPITAL - COLLECTOR			
	652-463.3214.95520	1,254.00	
	652-463.3228.95520	167,630.80	
	652-463.3234.95520	55,949.11	
	Fund 652 Total:	224,833.91	
700 - SANITATION			

700-461.0000.65050	4,617.27
Fund 700 Total:	4,617.27
750 - WATER OPERATING	
750-462.0000.62040	6,965.00
750-462.0000.62350	20,907.00
750-462.0000.63060	360.88
750-462.0000.63110	31.00
750-462.0000.63280	6,902.81
750-462.0000.65050	30.50
750-462.0000.67170	855.41
750-462.0000.68360	735.00
Fund 750 Total:	36,787.60
Report Total:	1,395,897.39

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK

9/17/2024	\$152.27	97970 AT&T Long Distance	Pay Before Due Date
9/17/2024	\$0.04	97971 AT&T Mobility	Pay Before Due Date
9/17/2024	\$43.91	97972 AT&T Mobility	Pay Before Due Date
9/17/2024	\$0.82	97973 AT&T Mobility	Pay Before Due Date
9/17/2024	\$146,236.96	97974 Avista	Pay Before Due Date
9/17/2024	\$26,097.37	97975 Idaho State Tax Commission	Pay Before Due Date
9/17/2024	\$48,214.19	97976 Kootenai Electric	Pay Before Due Date
9/17/2024	\$243.06	97978 Post Falls Food Bank	Pay Before Due Date
9/17/2024	\$1,298.15	97979 Ricoh USA Inc.	Pay Before Due Date
9/17/2024	\$104.97	97980 Spectrum	Pay Before Due Date
9/17/2024	\$139.98	97981 Spectrum	Pay Before Due Date
9/17/2024	\$104.97	97982 Spectrum	Pay Before Due Date
9/17/2024	\$120.03	97983 Verizon Wireless	Pay Before Due Date
9/17/2024	\$320.19	97984 Verizon Wireless	Pay Before Due Date
9/17/2024	\$240.06	97985 Verizon Wireless	Pay Before Due Date
9/17/2024	\$440.11	97986 Verizon Wireless	Pay Before Due Date
9/17/2024	\$170.22	97987 Verizon Wireless	Pay Before Due Date
9/17/2024	\$80.02	97988 Verizon Wireless	Pay Before Due Date
9/17/2024	\$85.31	97989 Ziply Fiber	Pay Before Due Date
9/17/2024	\$0.85	97990 Ziply Fiber	Pay Before Due Date
	\$224,093.48		

RUN 10.2.24

Various

001-424.0000.65030

650-466.0000.65030

750-462.0000.65030

Various

001-22095, 700-22095

Various

001-22110

Various

001-443.0000.65030

001-412.0000.65040

001-443.0000.65030

001-424.0000.65030

Various

001-453.0000.65030

Various

001-443.0000.65030

001-452.0000.65030

650-463.0000.65030

001-481.0000.68390

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin, Maintenance Manager
SUBJECT: Fleet Division Request to Dispose of Vehicles & Equipment

ITEM AND RECOMMENDED ACTION:

Staff requests that Council declare the (8) City vehicles/equipment listed in this agenda item as surplus. Once declared as surplus, staff will then send each to auction.

DISCUSSION:

The City manages our fleet assets using a system of planned replacement. An asset can be deemed surplus based on the condition of the vehicle/equipment, its age, usage, and maintenance history. To dispose of an asset, council must first declare it as surplus. Once declared by Council as surplus, the asset can then be sent to auction.

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:

ATTACHMENTS:

1. Explanations for disposal of City Assets 10-1-24

Explanations for disposal of City Assets

10-1-24 Council Meeting

Department	Asset Description	Explanation for disposal
Water Reclamation	2005 544J John Deere Loader	19 years old. Council approved replacement of this piece of equipment in May 2023.
Streets	1998 624 John Deere Loader	26 years old. Council approved replacement of this piece of equipment in May 2023.
Streets	1992 544ETC John Deere Loader	32 years old. Council approved replacement of this piece of equipment in May 2023.
Parks	1995 Utility trailer (7'x12')	29 years old, recently received a bent axle. Not worth repairing, replaced instead
Water	2010 Ford F250	14 years old, 91K miles, recently replaced according to replacement schedule
Police	2007 Chevrolet Impala	17 years old, 134K miles, replaced by the Police Department
Police	2008 Chevrolet Impala	16 years old, 134K miles, replaced by the Police Department
Police	2010 Chevrolet Impala	14 years old, 100K miles, replaced by the Police Department

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Legion Park 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 Legion Park 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 9-lot subdivision located at the intersection of Legion Road and Syringa Street. The application was submitted by Blackwell Homes, LLC. The construction drawings were approved as meeting the requirements of the Master Development Agreement and the applicable standards of the City of Post Falls and Ross Point Water (water purveyor).

***Draft CIA attached. Original to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 20, 2024 - Master Development Agreement (SUP-23-4 & SUBD-23-6)

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Acceptance of operations and maintenance costs for public roadway and sanitary sewer infrastructure with completion of improvements

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 **Blackwell Homes, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____, 20____, respecting the development of **Legion Park**, 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, **Benjamin Steckman**, 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

Ben Steckman
Blackwell Homes, LLC
2229 Dakota Ave.
Hayden, ID 83835
(208) 661-5871

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

Legion Park

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

ATTACHMENT "A"

"EXHIBIT-A"

PRELIMINARY

**ANNEXATION OF PROPERTY
TAX No. 9388 &
SYRINGA STREET RIGHT-OF-WAY**

A parcel of land being a portion of Tract 4, Block 35, Post Falls Irrigated Tracts according to the Plat recorded in Book "C" of Plats at Page 78, Records of Kootenai County located in the NW 1/4 NE 1/4 of Section 35, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the North quarter of said Section 35; Thence South 0°36' 52" West, 330.16 feet along the North-South centerline of said Section 35 to the **TRUE POINT OF BEGINNING** for this description;

Thence, continuing South 0°36' 52" West, 330.24 feet along the said North-South centerline to a point;

Thence, departing said North-South centerline, South 88°56'13" East, 20.00 feet to the Southwest corner of said Tract 4, being 20.00 feet Easterly of said North-South centerline;

Thence, North 0°36' 52" East, 165.12 feet, parallel with the said North-South centerline to the Southwest corner of Tax Number 9388;

Thence, South 88°56' 31" East, 20.00 feet along the Southerly boundary of said Tax Number 9388 to the Easterly right-of-way line of Syringa Street, being 40.00 feet easterly of said North-South centerline;

Thence, continuing South 88°56' 31" East, 260.32 feet along the said Southerly boundary which is common with the Northerly right-of-way line of Legion Road to the Southeast corner of said Tax Number 9388;

Thence, departing said Northerly right-of-way line North 0°39' 20" East, 11.48 feet to the Southwest corner of Lot 7, Block 2 of SYRINGA COURT (as recorded in Book "K" of Plats, Page 108);

Thence, continuing North 0°39' 20" East, 153.68 feet along the Westerly boundary of said Block 2 to the Northeast corner of said Tax Number 9388;

Thence, departing said Westerly boundary and along the North boundary of said Tax Number 9388, North 88°56' 31" West, 280.44 feet to the Easterly right-of-way line of Syringa Street and the Northwest corner of said Tax Number 9388, being 20.00 feet easterly of said North-South centerline;

Thence, continuing North 88°56' 31" West, 20.00 feet returning to the **TRUE POINT OF BEGINNING**;

Containing 1.214 Acres or 52,899 Sq. Ft., more or less.



Digitally Signed on:
December 7, 2023
PRELIMINARY

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

Blackwell Homes, LLC

FOR

Legion Park

<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

Legion Park

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: **\$ 123,737.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 58,260.00**
3. Other improvements for which bonding is required: **\$ 12,160.00**
4. Street trees within public right-of-way: **\$ 3000.00**
5. Total cost of improvements: **\$ 197,157.00**
6. Warranty amount: **\$ 19,715.70**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Legion Park

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Legion Park Construction Cost Estimate

Improvements Owned and Maintained by Public Entities

CONTRACTOR: Liberty Landworks & Excavations
ENGINEER: Van Houten Consulting and Design
DATE: September 10, 2024

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	COST PER UNIT	TOTAL ITEM COST
1	Mobilization	LS	1	\$ 12,000.00	\$ 12,000.00
WATER - 400					
2	Water Main Pipe - Size 8" - Type - C900, (includes excavation, bedding and backfill)	LF	196	\$ 40.00	\$7,840.00
3	8" Resilient Seat Gate Valves	EA	2	\$ 2,500.00	\$5,000.00
4	8" Tee	EA	1	\$ 500.00	\$500.00
5	Fire Hydrant Assemblies	EA	2	\$ 7,500.00	\$15,000.00
6	1" Domestic Water Service Connection - Single	EA	9	\$ 2,900.00	\$26,100.00
7	1" Irrigation Water Service Connection - Single	EA	1	\$ 3,500.00	\$3,500.00
SEWER					
8	Gravity Sewer Pipe - Size 8" - Type - SDR-35 (includes excavation, bedding, backfill, etc.)	LF	177	\$ 42.00	\$7,434.00
9	Sanitary Sewer Manhole - Precast	EA	2	\$ 4,100.00	\$8,200.00
10	Sewer Service	EA	9	\$ 2,600.00	\$23,400.00
CONCRETE					
11	Standard 6" Curb and Gutter - Syringa and Legion (Includes Curb Inlets)	LF	443	\$ 34.00	\$15,062.00
12	Curb Inlets	EA	8	\$ 250.00	\$2,000.00
13	Concrete Sidewalks, 4" Thickness, Adjacent to Curb	SY	248	\$ 52.00	\$12,896.00
14	Concrete Driveway Approach	SY	33	\$ 90.00	\$2,970.00
15	Ped Ramps	EA	4	\$ 2,000.00	\$8,000.00
16	Mailbox Pad	EA	1	\$ 800.00	\$800.00
AGGREGATES AND ASPHALT					
17	Asphalt Saw Cut	LF	560	\$4.00	\$2,240.00
18	Crushed Aggregate Base - 3/4" Minus - Includes Roads, Curbs, Sidewalks and Paths	CY	277	\$ 20.00	\$5,540.00
19	SP3 Asphalt Pavement	TN	93	\$ 150.00	\$13,950.00
STORMWATER AND EROSION CONTROL					
20	Drywells	EA	2	\$ 4,050.00	\$8,100.00
21	Swales (Includes Prep, Top Soil, and Hydroseed)	SF	1710	\$ 4.50	\$7,695.00
LANDSCAPING					
22	Street Trees	EA	5	\$ 600.00	\$3,000.00
23	Irrigation sleeving	LF	40	\$ 4.00	\$160.00
ROADWAY MARKING, SIGNING, AND LIGHTING					
24	Permanent Signing - Street/Stop Signs	LS	1	\$ 1,200.00	\$1,200.00
25	Street Lights	EA	2	\$ 2,000.00	\$4,000.00
26	Dry Utility Crossings	LF	80	\$ 4.00	\$320.00
27	Pavement Striping	LS	1	\$ 250.00	\$250.00
				Total	\$197,157.00
				10% BOND	\$ 19,715.70

GENERAL NOTES:

1. The costs and quantities presented are an engineer's opinion of probable values associated with the project.
2. Van Houten Consulting and Design makes no claims about actual construction costs incurred.

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Legion Park

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

Blackwell Homes, LLC

FOR

Legion Park

CONSTRUCTION DRAWINGS

Plans Titled: **Legion Park Subdivision**

Dated: **9/11/24**

By: **Merle Van Houten, P.E.**

Sheets 1 through 15

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

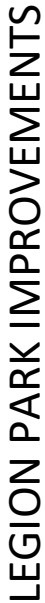
Blackwell Homes, LLC

FOR

Legion Park

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

08/28/2024

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

Blackwell Homes, LLC

FOR

Legion Park

ENGINEERING SERVICES FEE SUMMARY

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

9 Lots X \$350.00 = \$ **3,150.00**

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

Blackwell Homes, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **Town & Country**

1 lights X 12 months X \$ 13.18 per month = \$ 158.16

Street light type: **Cobra Head**

1 lights X 12 months X \$ 13.18 per month = \$ 158.16

TOTAL = \$ 316.32

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

Blackwell Homes, LLC

FOR

Legion Park

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

Sanitary sewer cap fee of **\$7,903.00** to connect **existing structures** to City sanitary sewer.

<u>1</u> (# of SF homes) x \$7,843.00	=	<u>\$7,843.00</u>
____ (# of Commercial service units) x \$7,843.00	=	\$ _____
<u>1</u> (# of structures connecting) x (Utility Deposit = \$60.00)	=	<u>\$ 60.00</u>

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,843.00
-----------------------------------	------------

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

Blackwell Homes, LLC

FOR

Legion Park

 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

Blackwell Homes, LLC

FOR

Legion Park

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Merle Van Houten, P.E.

ENGINEERING FIRM: Van Houten Consulting and Design, LLC

ADDRESS: 401 ½ E. Sherman Ave

CITY: Coeur D'Alene STATE: ID ZIP: 83814

PHONE NO.: (208) 930-4000

E-MAIL ADDRESS: merle@vanhoutencd.com

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

Blackwell Homes, LLC

FOR

Legion Park

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

Blackwell Homes, LLC

FOR

Legion Park

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

Blackwell Homes, LLC

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
CONSENT CALENDAR
MEETING DATE: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Northshore 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 Northshore 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 22-lot subdivision located at the intersection of Ponderosa Boulevard and Timber Lane. The application was submitted by Spokane River Northshore, LLC. The construction drawings were approved as meeting the requirements of the Master Development Agreement and the applicable standards of the City of Post Falls.

***Draft attached. Original to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 21, 2024 - Master Development Agreement (SUBD-23-3)

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Acceptance of operations and maintenance costs for public roadway, sanitary sewer and water infrastructure with completion of improvements

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 **Spokane River Northshore, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Northshore**, 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, **Robert Tomlinson**, 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

Robert Tomlinson, Member
Spokane River Northshore, LLC
1836 Northwest Blvd
Coeur D'Alene, ID 83814
(509) 893-2617

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

Northshore

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

ATTACHMENT "A"

**SPOKANE RIVER NORTHSORE, LLC'S PROPERTY AFTER BOUNDARY LINE
ADJUSTMENT (CORRECTED)**

PARCEL 1:

Beginning at the Northwest corner of Government Lot 4, Section 12, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho; thence

South 89°56' East along the line between Sections 1 and 12, 1144.2 feet; thence

South 1°10' West 30.00 feet to a point on the South road line, being the true point of beginning, and the Northeast corner of the remaining property owned by Howard J. Dolph; thence

South 89°56' East parallel to said Section line and along the South road line, 483.7 feet, more or less to the Northwest corner of Lot 34, Harding Acre Tracts; thence

South 1°10' West along the West line of said Lot 34, 690.00 feet; thence

South 89°56' East along the South line of said Lot 34, 100.00 feet; thence

South 1°10' West along the West line of said Lot 34, 129 feet, more or less to the Spokane River; thence

In a Southwesterly direction along said Spokane River, 600 feet, more or less to a point which is located South 1°10' West and 989.45 feet, more or less from the true point of beginning, and being the Southeast corner of the remaining property owned by Howard J. Dolph; thence

North 1°10' East along the said East line of the said remaining property owned by Howard J. Dolph, 989.45 feet, more or less to the place of beginning and being part of Government Lots 3 and 4, Section 12, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

Excepting therefrom the following described parcel:

A portion of land located in Government Lot 4, in Section 12, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the Northwest Corner of said Section 12; thence

South 89°56' East, 1,129.00 feet along the North line of said Section 12 to a point which lies North 89°56' West, 1,516.54 feet from the North Quarter Corner of said Section 12; thence

South 01°10' West, 736.01 feet; thence

South 88°50' East, 20.00 feet to the True Point of Beginning for this description; thence

North 87°47'55" East, 127.64 feet; thence

AGREEMENT AND RECIPROCAL QUIT CLAIM DEED- PAGE 9

South 14°55'46" East, 129.32 feet to a point on the North shore of the Spokane River and the East end of an existing concrete seawall; thence

Following the outside edge of said seawall South 55°51'00" West, 106.21 feet to an angle point in said seawall; thence

South 79°56'19" West, 53.90 feet to an angle point in said seawall; thence

Leaving said seawall North 10°13'35" West, 120.17 feet; thence

North 01°10' East, 70.85 feet to the True Point of Beginning for this description.

Also excepting therefrom that portion which lies Southerly and Westerly of the following described line;

Beginning at the Northwest Corner of said Section 12; thence

South 89°56' East, 1,129.00 feet along the North line of said Section 12 to a point which lies North 89°56' West, 1,156.54 feet from the North Quarter Corner of said Section 12; thence

South 01°10' West, 736.04 feet; thence

South 88°50' East, 20.00 feet; thence

North 87°47'55" East, 127.64 feet; thence

South 14°55'46" East, 129.32 feet to a point on the North Shore of the Spokane River and the East end of an existing concrete seawall, the TRUE POINT OF BEGINNING of said line; thence

Following the outside edge of said seawall South 55°51'00" West, 106.21 feet to an angle point in said seawall; thence

South 79°56'19" West, 53.90 feet to an angle point in said seawall; thence

Leaving said seawall North 10°13'35" West, 120.17 feet to the terminus point of said line.

Also excepting therefrom that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded June 5, 2020 as Instrument No. 2755655000, records of Kootenai County, Idaho.

Also excepting therefrom a strip of land varying in width being a portion of Tract 34 excepting the East 60.2 feet thereof of Harding's Acres Tract, recorded in Book A of Plats at Page 67, Records of Kootenai County, Idaho and a portion of Government Lot 3, all situate in Section 12, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, State of Idaho, and more particularly described as follows:

Commencing at the North Quarter corner of said Section 12, being a 2-inch aluminum cap marked "PLS 3451" per CP&F Instrument Number 2538958000, Records of Kootenai County, Idaho, from which the northwest corner of said Section 12 bears North 89°41'43" West 2645.43 feet;

thence along the North line of Northwest Quarter of said Section 12, North 89°41'43" West 918.11 feet;

thence leaving the North line of said Northwest Quarter and along the West line Block 1 of the Plat of Shore Pines, recorded in Book F Plats at Page 139, Records of Kootenai County, Idaho, South 01°26'14" West 681.71 feet to the **True Point of Beginning**;

thence continuing along the West line of said Block 1, South 01°26'14" West 100.57 feet to a 1/2 inch rebar with yellow plastic cap marked "PLS 6602";

thence leaving said West line, North 58°50'01" West 1.65 feet to a fence corner of a 6-foot chain link fence;

thence along said 6-foot chain link fence the following seven (7) courses:

- 1) North 03°13'49" West 13.84 feet;
- 2) North 03°43'02" West 12.19 feet;
- 3) North 02°48'46" West 40.35 feet;
- 4) North 04°06'43" West 9.34 feet;
- 5) North 05°31'24" East 8.52 feet;
- 6) North 14°52'26" East 8.96 feet;
- 7) North 35°57'15" East 8.57 feet to the **True Point of Beginning**.

PARCEL 2:

Lot 34, HARDINGS ACRE TRACTS, according to the plat recorded in the office of the County Recorder in Book A of Plats at Page 67, records of Kootenai County, Idaho.

EXCEPT the East 60.2 feet thereof.

ALSO EXCEPT a portion of Tract 34, HARDINGS ACRE TRACTS, situated in the Northwest Quarter of Section 12, Township 50 North, Range 5 West, Boise Meridian, recorded at Book A of Plats, Page 67, Kootenai County, Idaho, more particularly described as follows:

Beginning at the North Quarter corner of said Section 12, from which the Northwest corner of Section 12 bears North 90°00'00" West a distance of 2645.51 feet; thence

North 90°00'00" West a distance of 918.20 feet to a point on the North section line of said Section 12;

South 01°05'01" West a distance of 522.23 feet to a point marked by a found 1/2" inch rebar with no cap, taken to be the Northwest corner of Tax #22848 as recorded by Instrument #2294473, Kootenai County Records, said point being the TRUE POINT OF BEGINNING of the herein described parcel of land;

AGREEMENT AND RECIPROCAL QUIT CLAIM DEED- PAGE 11

thence

South 01°12'04" West a distance of 123.80 feet along the West line of said Tax #22848 and the West line of Lot 11, Shore Pines, as recorded at Book F of Plats, Page 139, Kootenai County Records, to the Southwest corner of said Lot 11; thence

North 88°47'56" West a distance of 4.50 feet; thence

North 01°12'04" East a distance of 123.80 feet; thence

South 88°47'56" East a distance of 4.50 feet, to the TRUE POINT OF BEGINNING of the herein described parcel of land.

ALSO EXCEPT that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded June 5, 2020 as Instrument No. 2755655000, records of Kootenai County, Idaho.

ALSO EXCEPT a strip of land varying in width being a portion of Tract 34 excepting the East 60.2 feet thereof of Harding's Acres Tract, recorded in Book A of Plats at Page 67, Records of Kootenai County Idaho and a portion of Government Lot 3, all situate in Section 12, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, State of Idaho, and more particularly described as follows:

Commencing at the North Quarter corner of said Section 12, being a 2-inch aluminum cap marked "PLS 3451" per CP&F Instrument Number 2538958000, Records of Kootenai County, Idaho, from which the northwest corner of said Section 12 bears North 89°41'43" West 2645.43 feet;

thence along the North line of Northwest Quarter of said Section 12, North 89°41'43" West 918.11 feet;

thence leaving the North line of said Northwest Quarter and along the West line Block 1 of the Plat of Shore Pines, recorded in Book F Plats at Page 139, Records of Kootenai County, Idaho, South 01°26'14" West 681.71 feet to the **True Point of Beginning**;

thence continuing along the West line of said Block 1, South 01°26'14" West 100.57 feet to a 1/2 inch rebar with yellow plastic cap marked "PLS 6602";

thence leaving said West line, North 58°50'01" West 1.65 feet to a fence corner of a 6-foot chain link fence;

thence along said 6-foot chain link fence the following seven (7) courses:

- 1) North 03°13'49" West 13.84 feet;
- 2) North 03°43'02" West 12.19 feet;
- 3) North 02°48'46" West 40.35 feet;
- 4) North 04°06'43" West 9.34 feet;
- 5) North 05°31'24" East 8.52 feet;
- 6) North 14°52'26" East 8.96 feet;
- 7) North 35°57'15" East 8.57 feet to the **True Point of Beginning**.

AGREEMENT AND RECIPROCAL QUIT CLAIM DEED- PAGE 12

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

Spokane River Northshore, LLC

FOR

Northshore

<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

Northshore

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: **\$ 538,575.50**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 9,350.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 4,200.00**
5. Total cost of improvements: **\$ 552,125.50**
6. Warranty amount: **\$ 41,409.41**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Northshore

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"



WHIPPLE CONSULTING ENGINEERS
PRELIMINARY OPINION OF PROBABLE COST
JPP
9/24/2024

PROJECT	Tomlinson - Northshore
WCE #	2022-3391

Includes public roads, private roads, on-water, off-site water, sewer, drainage and eng. estimate.

ITEM NO	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
SEWER					
101	SEWER PIPE, 8-INCH PVC	LF	51	\$60.00	\$3,060.00
102	CONNECT TO EXISTING	EA	1	\$7,500.00	\$7,500.00
103	MANHOLE, TYPE I-48	EA	1	\$5,000.00	\$5,000.00
104	SIDE SEWER SERVICE ACCESSORIES	EA	23	\$3,500.00	\$80,500.00
105	FORCE MAIN FLUSH POINT	EA	2	\$5,000.00	\$10,000.00
106	FORCE MAIN, 2-INCH PVC	LF	1384	\$40.00	\$55,360.00
ON SITE SEWER SUBTOTAL					\$161,420.00
WATER					
201	WATER MAIN INCL. MISC. FITTINGS, 8" PVC	L.F.	1415	\$80.00	\$113,200.00
202	CONNECT TO EXISTING	EA	1	\$7,500.00	\$7,500.00
203	RESILIENT SEAT GATE VALVE, 8-INCH	EA	6	\$1,250.00	\$7,500.00
204	WATER SERVICE, 1", INCL. TRENCH	EA	25	\$1,050.00	\$26,250.00
205	PERMANENT BLOWOFF	EA	2	\$3,000.00	\$6,000.00
206	FIRE HYDRANTS	EA	3	\$7,500.00	\$22,500.00
SUBTOTAL					\$182,950.00
STREETS/STORM - PONDEROSA					
301	CLEARING AND ROUGH GRADING	LF	760	\$5.00	\$3,800.00
302	FINE GRADING	LF	760	\$5.00	\$3,800.00
303	CEMENT CONCRETE CURB	LF	580	\$25.00	\$14,500.00
304	CEMENT CONCRETE SIDEWALK	SY	387	\$55.00	\$21,266.67
305	ASPHALT, 3" ON 6" - WIDENING	SY	2111	\$21.00	\$44,333.33
306	ADJUST VALVE BOXES	EA	1	\$1,000.00	\$1,000.00
307	ADJUST MANHOLES OR DRYWELLS	EA	4	\$1,000.00	\$4,000.00
308	CURB RAMPS	EA	2	\$2,500.00	\$5,000.00
309	CURB INLETS	EA	7	\$250.00	\$1,750.00
309	STREET TREE	EA	7	\$600.00	\$4,200.00
310	SWALES/LANDSCAPING (SOD)	SF	5300	\$3.00	\$15,900.00
311	DRYWELL (DEEP)	EA	2	\$13,500.00	\$27,000.00
312	DRYWELL (1000 GALLON)	EA	2	\$3,500.00	\$7,000.00
313	STORM PIPE (12")	LF	76	\$50.00	\$3,800.00
314	SIGNING	EA	2	\$750.00	\$1,500.00
OFFSITE STREETS SUBTOTAL					\$158,850.00
OTHER COSTS					
401	MOBILIZATION	LS	1	\$12,580.50	\$12,580.50
402	CLEARING & GRUBBING	AC	0.5	\$2,750.00	\$1,375.00
403	EROSION CONTROL	LF	780	\$20.00	\$15,600.00
404	UTILITY TRENCHING	LF	580	\$7.50	\$4,350.00
405	LIGHTING	EA	2	\$2,500.00	\$5,000.00
406	CONSTRUCTION STAKING	LS	1	\$5,000.00	\$5,000.00
407	FINAL ENGINEERING (ASBUILTS, SURVEY CORNERS)	LS	1	\$5,000.00	\$5,000.00
OTHER COSTS SUBTOTAL					\$48,905.50
TOTAL	CIA AGREEMENT COST ESTIMATE				\$552,125.50

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Northshore

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

Spokane River Northshore, LLC

FOR

Northshore

CONSTRUCTION DRAWINGS

Plans Titled: **Civil Construction Plans Northshore**

Dated: **9/24/24**

By: **Todd Whipple, P.E.**

Sheets 1 through 30

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

Spokane River Northshore, LLC

FOR

Northshore

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

WCE SCHEDULE

ID	Project Name	Owner	Start	End
	Northshore Development	Spokane River Northshore LLC		
	Construction Schedule			
	Plan Approval		October 1, 2024	October 1, 2024
	Start Construction		October 1, 2024	October 1, 2024
	Excavation/Grade		October 1, 2024	January 1, 2025
	Wall Construction		October 1, 2024	December 1, 2024
	Water/Sewer Tie in (Ponderosa)		November 1, 2024	November 1, 2024
	Water/Sewer Installation		November 1, 2024	March 1, 2025
	Grade Curb/Sidewalk		March 1, 2025	April 1, 2025
	Pour Curb/Sidewalk		April 1, 2025	May 1, 2025
	Pave Roadway		May 1, 2025	June 1, 2025
	Walk-Thru/Certification		June 1, 2025	6/31/2025

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

Spokane River Northshore, LLC

FOR

Northshore

ENGINEERING SERVICES FEE SUMMARY

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

22 Lots X \$350.00 = \$ **7,700**

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

Spokane River Northshore, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utility Company**

Street light type: **Cobra Head**

 2 lights X 12 months X \$ 13.18 per month = \$ 316.32

Street light type: _____

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

TOTAL = \$ 316.32

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

Spokane River Northshore, LLC

FOR

Northshore

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

Sanitary sewer cap fee of **\$ 7,903.00** to connect **existing structures** to City sanitary sewer.

_____ (# of SF homes) x \$7,843.00	=	\$ _____
<u>1</u> (# of Commercial service units) x \$7,843.00	=	<u>\$ 7843.00</u>
<u>1</u> (# of structures connecting) x (Utility Deposit = \$60.00) =		<u>\$ 60.00</u>

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,843.00
-----------------------------------	------------

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

Spokane River Northshore, LLC

FOR

Northshore

____ 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 \$ 11,186.00 for existing structures or irrigation service to common areas.

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

Water Cap Fees

<u>3</u>	x	3/4" – 1" = \$3,397.00 Residential	=	\$	<u>10,191.00</u>
	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	=	\$	
<u>3</u>	x	1"	= \$	325.00	=	\$	<u>975.00</u>
	x	1-1/2"	= \$	691.00	=	\$	
	x	2"	= \$	920.00 (flow meter for irrigation only)	=	\$	
	x	2"	= \$	1,864.00 (compound meter)	=	\$	

ACCOUNT FEES

2 (# of irrigation service connections) x Utility Deposit \$10 = \$ 20.00

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

Spokane River Northshore, LLC

FOR

Northshore

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Todd Whipple, P.E.

ENGINEERING FIRM: Whipple Consulting Engineers, Inc.

ADDRESS: 21 South Pines

CITY: Spokane Valley STATE: WA ZIP: 99206

PHONE NO.: 509-893-2617

E-MAIL ADDRESS: toddw@whipplece.com

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

Spokane River Northshore, LLC

FOR

Northshore

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

Spokane River Northshore, LLC

FOR

Northshore

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

Spokane River Northshore, LLC

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
CONSENT CALENDAR
MEETING DATE: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Eucon Subdivision Plat Application

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This 2-lot subdivision is located at the northeast corner of Seltice Way and Pleasant View Road. The plat has been reviewed by staff and found to be in conformance with City Standards and the requirements of the Minor Subdivision Memorandum of Understanding that was completed in December 2023. Construction plans were approved, and the Construction Improvement Agreement was executed on September 16, 2024 (MSUB-23-4).

Under the Subdivision Ordinance, the plat is returned to the City Council for authorization of the Mayor's signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements. As the Developer is platting the subdivision prior to construction of improvements, they have provided surety for the public improvements associated with the subdivision.

***Approved plat attached. Original Mylars to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

September 16, 2024 - Construction Improvement Agreement

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Acceptance of operations and maintenance costs for public roadway, sanitary sewer and water infrastructure with completion of improvements.

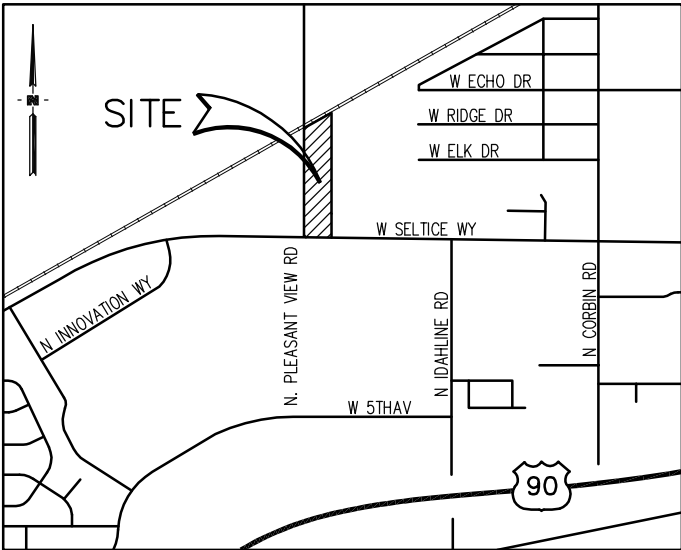
BUDGET CODE:

N/A

ATTACHMENTS:

1. Final Plat

PLAT OF
EUCON SUBDIVISION
A PORTION OF THE S.W. 1/4, OF THE S.W. 1/4, OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO
APRIL 2024



VICINITY MAP
(NOT TO SCALE)

OWNERS CERTIFICATION AND DEDICATION

BE IT KNOWN BY ALL THAT EUCON CORPORATION, AN IDAHO CORPORATION, OWN THE LAND DEPICTED WITHIN THE DISTINCTIVE BOUNDARY SHOWN. THAT THEY HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS TO BE KNOWN HENCEFORTH AS "O'REILLY SUBDIVISION". A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 5 NORTH, RANGE 5 WEST, BOISE MERIDIAN. CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO AND FURTHER DESCRIBED AS FOLLOWS:

A PORTION OF TRACTS 21 AND 22, GREENACRES PLAT NO. 10, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER IN BOOK OF PLATS, PAGE 100, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE SOUTH LINE OF SAID SECTION 32 SOUTH 88°21'40" EAST 80.71 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 01°38'20" EAST 57.95 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WEST SELTICE WAY AND EAST RIGHT-OF-WAY LINE OF NORTH PLEASANT VIEW DRIVE AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 25°31'41" WEST 36.88 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE NORTH 00°50'10" EAST 870.85 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND SAID EAST RIGHT-OF-WAY LINE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 61°23'48" EAST 252.88 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK 1, BOULDER PARK SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO IN BOOK I, PAGE 457-457A; THENCE ALONG THE WEST LINE OF SAID SUBDIVISION SOUTH 00°55'10" WEST 1030.88 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID SUBDIVISION AND ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST SELTICE WAY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°24'21" WEST 203.63 FEET TO THE POINT OF BEGINNING.

CONTAINS 212,573 SQ. FT. OR 4.880 ACRES MORE OR LESS.

BE IT FURTHER KNOWN THAT:

- 1) THE OWNER GRANTS A 25.00' (TWENTY FIVE FOOT) SANITARY SEWER EASEMENT ALONG THE EAST LINE OF LOTS 1 AND 2 AS SHOWN HEREON TO THE CITY OF POST FALLS FOR PUBLIC USE FOREVER.
- 2) AN ACCESS EASEMENT BETWEEN LOTS 1 AND 2 AS SHOWN HEREON SHALL BE GRANTED PER THIS PLAT.
- 3) A BLANKET ACCESS BETWEEN LOTS 1 AND 2 TO ALLOW SHARED USE OF ACCESS POINTS WITH PLEASANT VIEW ROAD.
- 4) THE SANITARY SEWER SERVICE FOR EACH LOT SHALL BE PROVIDED BY THE CITY OF POST FALLS.
- 5) THE DOMESTIC AND IRRIGATED WATER SERVICE FOR EACH LOT SHALL BE PROVIDED BY THE CITY OF POST FALLS.

MATTHEW DeATLEY
EUCON CORPORATION, AN IDAHO CORPORATION

NOTARY PUBLIC CERTIFICATE

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____.

BEFORE ME, THE UNDERSIGNED, A NOTARY FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED

KNOWN TO ME TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING OWNERS CERTIFICATE AND CONSENT TO RECORD IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARY SEAL INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME ACT OF THE SAID THIS THE _____ DAY OF _____, 20____.

BY: _____ NOTARY PUBLIC.

NOTARY PUBLIC FOR STATE OF: _____

MY COMMISSION EXPIRES

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED BY CITY COUNCIL OF POST FALLS

DATED THIS _____ DAY OF _____, 20____.

CITY OF POST FALLS MAYOR
RONALD G. JACOBSON

POST FALLS CITY CLERK
SHANNON HOWARD

CITY ENGINEERS CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND THIS PLAT

DATED THIS _____ DAY OF _____, 20____.

CITY OF POST FALLS ENGINEER
WILLIAM F. MELVIN PE (ID 8203)

HEALTH DISTRICT APPROVAL

A SANITARY RESTRICTION, ACCORDING TO IDAHO CODE 50-1326, 50-1329, IS IMPOSED ON THIS PLAT. NO BUILDINGS, DWELLINGS OR SHELTERS SHALL BE ERECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED DATED THIS _____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTIONS LIFTED THIS

_____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT 1

STATE OF IDAHO COUNTY RECORDER

THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER AT THE REQUEST OF 10 WEST LAND SURVEYING & MAPPING, INC. AND EUCON CORPORATION, AN IDAHO CORPORATION, THIS _____ DAY OF _____, 20____ AT _____ O'CLOCK _____ M. AS INSTRUMENT NUMBER _____ AND DULY RECORDED AT BOOK _____, PAGE _____ OF SURVEYS.

BY: _____ COUNTY RECORDER
BY: _____ DEPUTY

FEE: _____

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THEPROPERTY DESRIBED IN THE OWNERS CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____ DATED THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY TREASURER CHIEF DEPUTY

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND AHVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

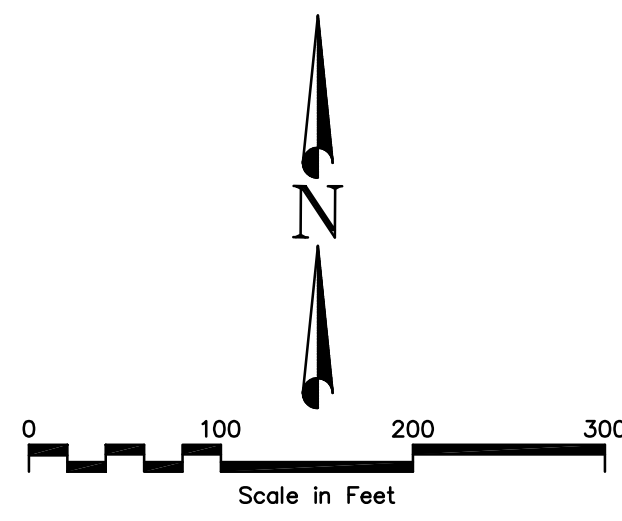
I JAMES V. WEHDE PLS #9572, A REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY, AND THAT THE MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS DEPICTED ON THIS PLAT IN ACCORDANCE WITH THE LAWS AND RULES OF THE STATE OF IDAHO PERTAINING TO PLATS AND SURVEYS.

10 west
LAND SURVEYING
& MAPPING, INC
410 S. FOREST GLEN BLVD., POST FALLS, ID 83854
tel/fax: 1-888-836-9378
www.10westsurvey.com

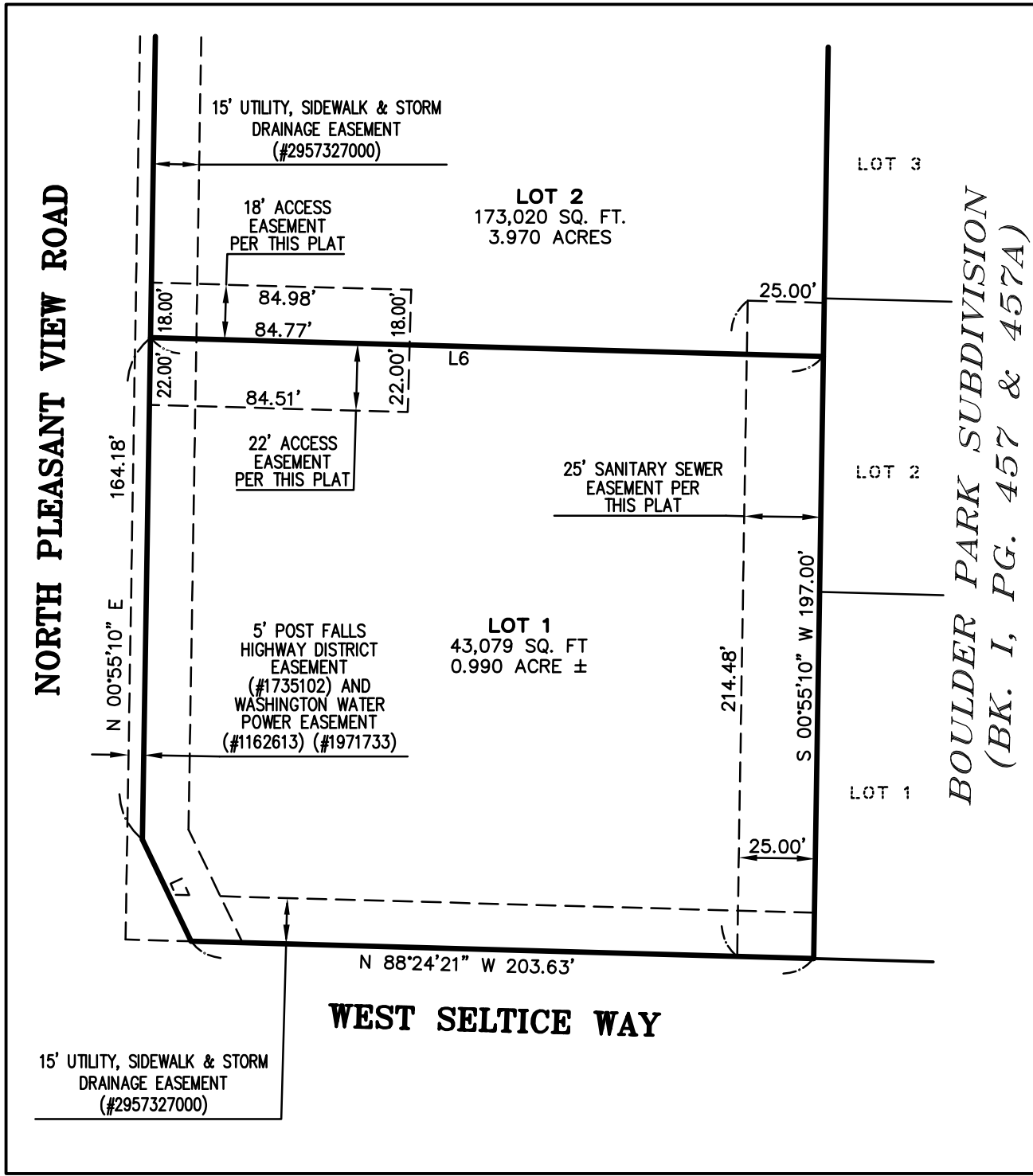
SHEET NO.	1 OF 2
SCALE:	1" = 100'
CHECKED BY: JWV DATE: 4-1-24	
DRAWN BY: SM DATE: 4-1-24	
PROJECT NAME:	22-0391

PLAT OF
EUCON SUBDIVISION

A PORTION OF THE S.W. 1/4, OF THE S.W. 1/4, OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO
APRIL 2024

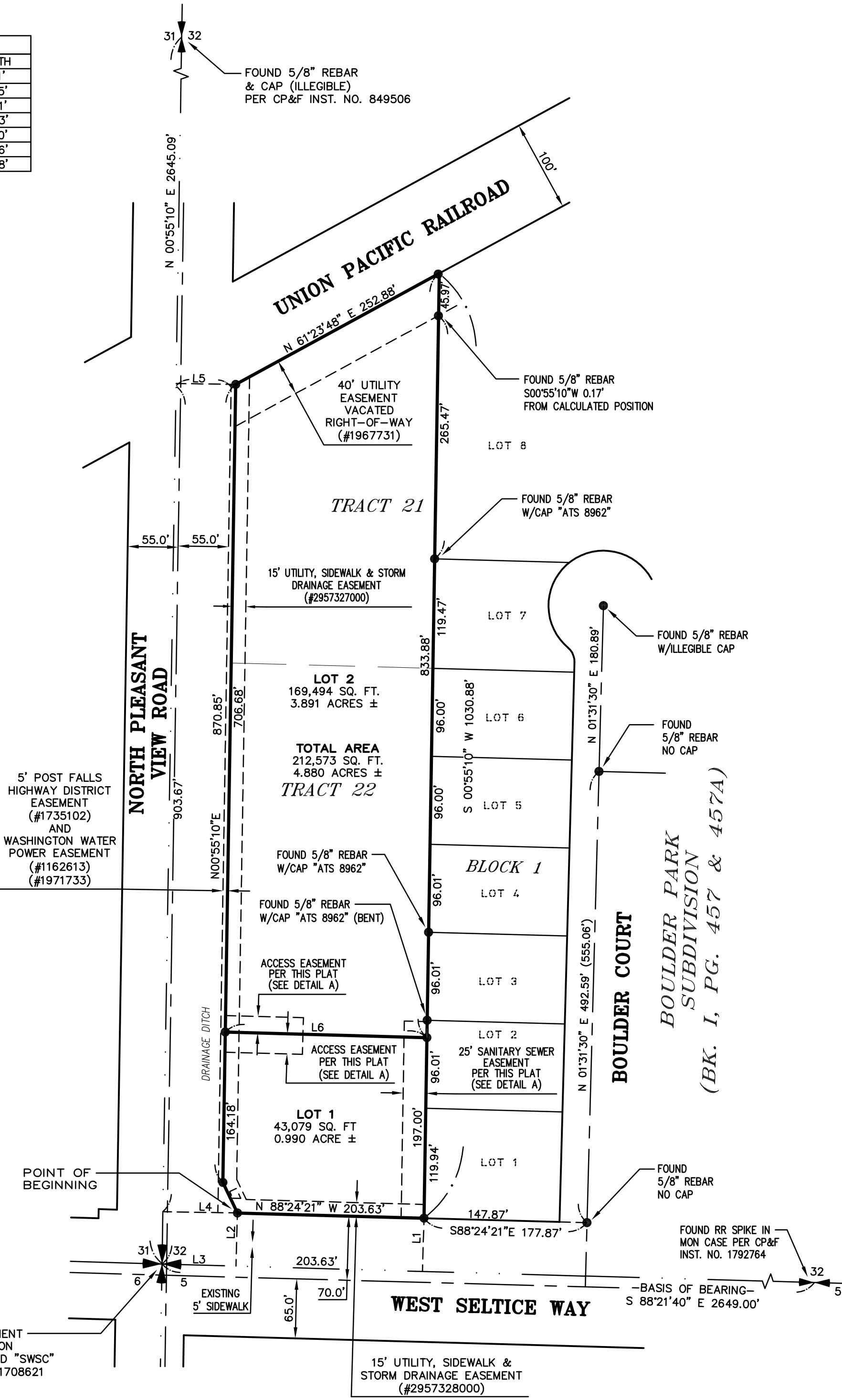


LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°38'20"W	58.11'
L2	N01°38'20"E	57.95'
L3	S88°21'40"E	80.71'
L4	N89°04'50"W	81.43'
L5	N89°04'50"W	65.00'
L6	S88°24'21"E	220.06'
L7	N25°31'41"W	36.88'



DETAIL A
SCALE: 1"=50'

POINT OF COMMENCEMENT
FOUND BRASS CAP MON
IN MON CASE STAMPED "SWSC"
PER CP&F INST. NO. 1708621



NOTES

1. THERE WAS NO ATTEMPT TO SHOW PHYSICAL FEATURES OF THIS PROPERTY. ITEMS SUCH AS BUILDINGS AND FENCES WHICH ARE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
2. THE GRANTING OF PERPETUAL EASEMENTS THAT ARE DEPICTED ON THIS SHEET ARE ENUMERATED IN THE OWNERS CERTIFICATE ON SHEET ONE OF THIS PLAT.

REFERENCES:

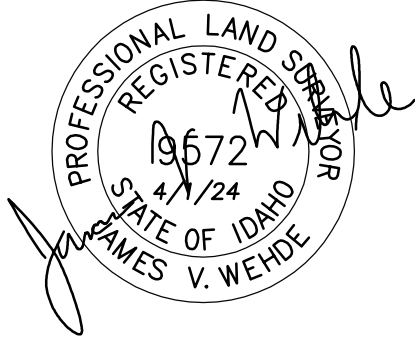
- 1) BOULDER PARK SUBDIVISION BOOK I, PG'S. 457-457A.
- 2) EXPO AT POST FALLS SECOND ADDITION BOOK G, PAGE 500.
- 3) RECORD OF SURVEY BOOK 23, PAGE 392.
- 4) RECORD OF SURVEY BOOK 19, PAGE 234.
- 5) STATE HIGHWAY FEDERAL AID PROJECT 53-A(3).

BASIS OF BEARING:

CONSIDERED AS BEING SOUTH 88°21'40" EAST ALONG THE SOUTH LINE OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., AS SHOWN ON THE BOULDER PARK SUBDIVISION, RECORDED IN BOOK I, PAGE 457 & 457A, PLAT RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- CENTER LINE
- SECTION LINE
- 5/8" REBAR W/ CAP STAMPED "WEHDE PLS 9572" TO BE SET (EXCEPT AS NOTED)



10 west
LAND SURVEYING & MAPPING, INC
410 S. FOREST GLEN BLVD., POST FALLS, ID 83854
tel/fax: 1-888-836-9378
www.10westsurvey.com

SHEET NO.	2 OF 2
SCALE:	1" = 100'
CHECKED BY: JMW	DATE: 4-1-24
DRAWN BY: SM	DATE: 4-1-24
PROJECT NAME:	22-0391

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Update to the Fiscal Year 2025 Fee Resolution

ITEM AND RECOMMENDED ACTION:

Staff recommends approving as presented.

DISCUSSION:

After the resolution was approved, staff noticed that the water usage fee wasn't updated in the final version. The change was noted at the public hearing between the current rate and the new rate, but it wasn't reflected in the final Fee Resolution. The new water usage fee is located on page 4 and is now reflecting the FY 2025 amount of \$14.08.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

September 16th, 2024.

APPROVED OR DIRECTION GIVEN:

Staff recommends approving as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Fee Resolution FY 2025_Final

RESOLUTION NO. _____

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

WHEREAS, the City of Post Falls annually reviews all fees during the budget process to ensure accuracy; and

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

WHEREAS, the City of Post Falls has determined that the fee schedule be amended to reflect the reasonable cost of providing the services; and

WHEREAS, after public hearing has been held prior to the adoption of this resolution, regarding new and increased city fees, it is deemed by the City Council to be in the best interest of the City of Post Falls and the citizens thereof that the fee schedule be amended to include the new and increased fees which were addressed in the public hearing.

NOW, THEREFORE, Be It Resolved by the Mayor and City Council of the City of Post Falls, Idaho that the following fee schedule, which reflect the new and amended fees and all other fees that have not been amended, be adopted for the City of Post Falls:

<u>FEE TYPE</u>	<u>ATTACHMENT NO.</u>
Utility Fees	1
Recreation Fees	2
Parks Fees	3
Cemetery Fees	4
Community Development Fees	5
Public Safety Fees	6
Administrative Fees	7
Local Improvement District Fees	8
Records & Copy Fees	9
Permit Valuation Chart	10

City staff is directed to take all administrative actions necessary to implement the attached listing of effective City fees.

Any fee inconsistent with the provisions of this Resolution is hereby repealed or superseded to the extent of such inconsistency, as appropriate.

The revised fee schedule shall be effective beginning October 1st, 2024, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

DATED this _____ day of _____, 2024.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

ATTACHMENT 1 - UTILITY FEES

WATER:

Capitalization Fees:

<u>Service Size</u>	<u>Capitalization Fee</u>
3/4 - 1"	\$ 3,320
1" (Commercial)	\$ 5,534
1 1/2"	\$ 11,068
2"	\$ 17,709
3"	\$ 35,418
4"	\$ 55,340
6"	\$ 110,680
8"	\$ 160,350

Use Fees:

The sum of the following elements (A+B):

A. BASE FEE FOR ALL USERS:

<u>Meter Size</u>	<u>Monthly Fee</u>
1" or less	\$ 13.21
1.5"	\$ 22.10
2"	\$ 32.84
3"	\$ 58.00
4"	\$ 93.70
6"	\$ 183.20
8"	\$ 317.12

B. USAGE FEE FOR ALL USERS ON A PER THOUSAND GALLON BASIS:

Each 1,000 gallon unit or any portion thereof for residential and irrigation accounts:

0 to 49,000 gallons	\$ 1.47
50,000 gallons +	\$ 2.09

Each 1,000 gallon unit or any portion thereof for all other accounts:

0 + gallons	\$ 1.47
-------------	---------

RECLAIMED WATER:

Capitalization Fees:

Basic Capitalization Fee

Commercial/Industrial Capitalization Fee - A minimum of \$7,675 plus an additional \$7,675 for each 5,000 gallons of reclaimed water flow based upon water consumption, above the first 5,000 gallons per month.

User Fees:

That pursuant to Section 13.32.120 of the Post Falls Municipal Code, requiring revision to the user fees when costs or the number of equivalent users change so as to affect the ability of the system to provide the intended service, and increases have occurred since 2012 in the number of equivalent residential users and the costs of operation, maintenance, debt service and capital replacement; and is an essential part of the protection and management of the reclaimed water collection and treatment system; and the costs associated with reclaimed surface water management should be included in the costs of maintenance of the reclaimed water collection and treatment system, the reclaimed water rates of the City of Post Falls shall be as follows:

The equivalent residential user base charge for reclaimed water service shall be increased to seventy dollars and eighteen cents (\$70.18) per month, and \$14.08 per 1,000 gallons of water use over 5,000 gallons for commercial units.

SOLID WASTE:

- A. That the base rate for current 35 gallon cart residential users shall be \$10.43 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler. Maintenance of such rate for existing 35 gallon cart customers shall depend upon compliance with the administrative rules established for the one-can rate;
- B. That the base rate for 96 gallon cart residential users shall be \$13.96 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler;
- C. That the base rate for one-can (now known as 35 gallon cart customers) residential users was discontinued as a rate option effective June 1, 1999, with those currently signed up for this option, and in compliance with the required sticker on their garbage can, being allowed to keep this option until such time garbage rates are changed in the future. New residential customers shall be charged the base residential rate of \$13.96 per month with a 96 gallon cart weekly disposal allowance;
- D. That all garbage placed for collection which exceeds the per-can base rate established for the account shall be charged at the rate of two dollars and ninety-three cents (\$2.93) per can equivalent, per pickup;
- E. Commercial and additional rates will be as follows:

FL = Front Load

RL = Rear Load

Container Type	Pick-ups Per Week					
	1	2	3	4	5	6
96 Gallon Cart	\$ 23.58	\$ 32.13	\$	\$ -	\$ -	\$ -
300 Gallon Cart	\$ 40.69	\$ 89.91	\$ 134.89	\$ -	\$ -	\$ -
400 Gallon Cart	\$ 57.81	\$ 115.60	\$ 173.41	\$ -	\$ -	\$ -
FL Dumpster - 1 YD	\$ 35.22	\$ 70.66	\$ 100.64	\$ 130.59	\$ 160.56	\$ -
FL Dumpster - 1.5 YD	\$ 49.25	\$ 94.22	\$ 137.01	\$ 179.82	\$ 222.64	\$ -
FL Dumpster - 2 YD	\$ 61.05	\$ 116.67	\$ 171.28	\$ 224.79	\$ 278.29	\$ -
FL Dumpster - 3 YD	\$ 89.91	\$ 171.28	\$ 252.60	\$ 325.41	\$ 413.13	\$ -
FL Dumpster - 4 YD	\$ 109.18	\$ 207.29	\$ 308.27	\$ 402.46	\$ 496.67	\$ 602.49
FL Dumpster - 6 YD	\$ 147.73	\$ 278.29	\$ 404.49	\$ 533.01	\$ 661.45	\$ -
FL Dumpster - 8 YD	\$ 192.69	\$ 361.80	\$ 528.77	\$ 695.74	\$ 860.55	\$ 1,190.21
RL Dumpster - 1 YD	\$ 39.94	\$ 70.66	\$ 100.64	\$ 128.45	\$ 156.25	\$ -
RL Dumpster - 1.5 YD	\$ 56.75	\$ 98.48	\$ 143.46	\$ 169.12	\$ 207.65	\$ -
RL Dumpster - 2 YD	\$ 63.17	\$ 116.70	\$ 171.28	\$ 224.79	\$ 278.29	\$ -
RL Dumpster - 3 YD	\$ 92.04	\$ 171.28	\$ 252.60	\$ 325.41	\$ 413.13	\$ -
RL Dumpster - 4 YD	\$ 111.31	\$ 209.80	\$ 306.12	\$ 402.46	\$ 500.93	\$ -
RL Dumpster - 6 YD	\$ 190.54	\$ 333.95	\$ 475.22	\$ 614.40	\$ 753.53	\$ -
RL Dumpster - 8 YD	\$ 237.63	\$ 432.43	\$ 627.24	\$ 822.01	\$ 1,016.83	\$ -
Compactor - 4 YD	\$ 321.11	\$ 642.22	\$ 909.81	\$ -	\$ -	\$ -
Compactor - 5 YD	\$ 396.03	\$ 792.06	\$ 1,188.07	\$ -	\$ -	\$ -
Compactor - 6 YD	\$ 428.17	\$ 856.29	\$ 1,284.38	\$ -	\$ -	\$ -
Compactor - 10 YD	\$ 642.22	\$ 1,284.37	\$ 1,926.60	\$ -	\$ -	\$ -
Compactor - 15 YD	\$ 224.79	\$	\$	\$ -	\$ -	\$ -
Compactor - 20 YD	\$ 299.83	\$	\$	\$ -	\$ -	\$ -
Compactor - 30 YD	\$ 428.17	\$	\$	\$ -	\$ -	\$ -
Compactor - 40 YD	\$ 927.36	\$	\$	\$ -	\$ -	\$ -
Construction Only - 8 YD	\$ 237.63	\$ 432.43	\$ 627.24	\$ 822.01	\$ 1,016.83	\$ -
Construction Only - 10 YD	\$ 282.58	\$ 524.46	\$ 768.51	\$ 1,008.28	\$ 1,252.31	\$ -

Additional commercial sanitation will be charged at:

\$15.01 each additional pick up on a 96 gallon cart

\$20.38 each additional yard

Roll Off Boxes:

Special Hauls:

20 YD delivery	\$ 94.22	4 YD compactor	\$ 117.77
20 YD dump	224.79	5 YD compactor	139.17
30 YD delivery	94.22	6 YD compactor	154.14
30 YD dump	224.79	10 YD compactor	181.98
Roll off return trip	68.55		
Roll off round trip	42.82		
Roll off turn around	21.45		

Special Hauls on Existing and Short Term Service (FL, RL and Side Load Bins):

96 Gallon commercial	\$ 12.86	4 YD	\$ 47.12
300 Gallon	\$ 21.45	6 YD FL	\$ 64.25
400 Gallon	\$ 28.95	6 YD RL	\$ 77.64
1 YD	\$ 12.86	8 YD FL	\$ 83.55

Resolution No.

Effective Date:

5

1.5 YD	\$	25.70	8 YD RL	\$	94.30
2 YD	\$	27.86	10 YD RL	\$	107.03
3 YD	\$	34.26			

Bin Placement or Removal:

96 Gallon	\$	10.75
300 Gallon	\$	53.54
400 Gallon	\$	53.54
1 - 8 YD FL	\$	53.54
1 - 10 YD RL	\$	53.54

Daily Rent:

96 Gallon	\$	0.58	1 - 4 YD RL	\$	2.40
300 Gallon	\$	2.40	6 - 8 YD FL & RL	\$	4.85
400 Gallon	\$	2.40	10 YD RL	\$	5.40
1 - 4 YD FL	\$	2.40	20 & 30 YD Roll Off	\$	6.36

Other Service Rates:

Delivery/Removal of Permanent Svc Container	\$	53.54
Make Container Lockable	\$	70.94
Special Haul Return Fee	\$	53.54
Gate Fee (each time)	\$	10.69
Driver Assistance Residential (each time)	\$	6.47
Driver Assistance Commercial (each time)	\$	6.47
Man and Truck 1 hour minimum (hour)	\$	139.17
Commercial Recycling Bin (month)	\$	12.86
Fighting Creek Trip Charge (each time)	\$	203.38
Return Trip Residential (each time)	\$	10.75
Return Trip Container (each time)	\$	53.54
Additional Cart Service	\$	10.74
96 Gallon Cart Exchange (each time)	\$	12.86
Return Trip Recycling (each time)	\$	10.69
Recycling Bin Removal (each time)	\$	10.69
Pack-out Service (special consideration for disabled and elderly) - (month)	\$	8.59
Saturday Pickup (each time)	\$	21.45
Container Wash (each time)	\$	70.94

F. The City Administrator is hereby authorized to establish specific rates for special services or circumstances which do not fit with the categories established hereby, maintaining a proper relationship between the service provided and costs charged by the City's contractor.

MINIMUM MONTHLY UTILITY CHARGE:

The City of Post Falls finds it appropriate and necessary that property owners benefited by municipal utility systems pay, at a minimum, the fixed capital and operational costs of the utility systems maintained to serve their property. The following provisions establish a base rate for availability of reclaimed water services and allowing a temporary waiver of solid waste collection fees when the property is unoccupied for thirty days or more.

A. Notwithstanding any provisions of prior resolution to the contrary, every residential connection to the City reclaimed water collection and treatment system shall pay a

minimum monthly charge (base rate) of \$23.93 for each month, or part thereof, for every month that reclaimed water disposal and treatment service are available to the property by connection but the residence is unoccupied and has been for a period of thirty (30) days or more. Commercial or industrial uses shall likewise pay a base monthly reclaimed water charge of \$23.93 per month per equivalent residential unit for those months during which the property is connected to the reclaimed water collection and treatment system but is unoccupied and has been for a period of thirty (30) days or more.

- B. Further, notwithstanding any provision of prior resolutions to the contrary, the monthly sanitation (solid waste) collection charge for any property to which water service is temporarily discontinued for a period of thirty (30) days or more may be temporarily waived proportionate to the time that water service is discontinued. The standard disconnect fee will be charged in association with this water disconnection if disconnection is restored earlier than thirty (30) days.

MISCELLANEOUS UTILITY FEES:

Water Shut Off Fee - Per Occurrence (City of Post Falls)		\$50.00
Water Shut Off Fee - Per Occurrence (Ross Point Water Dist.).		\$50.00
Delinquent Hang Tag Fee - Per Occurrence, Per Dwelling Unit		\$35.00
Pre-Treatment Sampling	Cost plus 15% admin fee	
Dye Test	\$	50.00
Locate Disk (refundable on return)	\$	15.00
Meter Fee	Cost of Meter	
Dig-in-fee	Cost of Labor and Equipment	

ATTACHMENT 2 - RECREATION FEES**Recreation Activities Fees:**

All recreation classes will have \$2.00 added to the listed price that will go directly to the Park Trust Account.

		<u>Resident</u>	<u>Non-Resident</u>
Adult Flag Football	Team	\$ 551.00	\$ 592.00
extra player		\$ 30.00	\$ 30.00
Adult Volleyball Leagues	Team	\$ 220.00	\$ 240.00
extra player		\$ 30.00	\$ 30.00
Archery		\$ 66.00	\$ 66.00
Art in the Park		\$ 34.00	\$ 34.00
Arts Enrichment		\$ 40.00	\$ 40.00
Basketball, Open Gym		\$ 5.00	\$ 5.00
Camp No School Days - per day.		\$ 55.00	\$ 55.00
Camping 101		\$ 55.00	\$ 55.00
Cross Country Skiing		\$ 36.00	\$ 36.00
	Add gear rental	Cost	Cost
Parent Child Program		\$ 40.00	\$ 40.00
extra child		\$ 8.00	\$ 8.00
Day Camp (K - 8th Grade) - per week.		\$ 250.00	\$ 250.00
Dodgeball Tournament	Team	\$ 150.00	\$ 150.00
E-Sports Tournaments		\$ 50.00	\$ 50.00
Flag Football Camp - per week.		\$ 145.00	\$ 145.00
Golf Lessons		\$ 110.00	\$ 110.00
Guitar, Intro.		\$ 50.00	\$ 50.00
Gym, Parent Tot		\$ 45.00	\$ 50.00
Gymnastics		\$ 65.00	\$ 65.00
Hockey Lessons		\$ 70.00	\$ 70.00
Ice Skating Lessons		\$ 110.00	\$ 110.00
Intro. To Bowling		\$ 39.00	\$ 39.00
JACC Classes		\$ 250.00	\$ 250.00
Kickball League		\$ 200.00	\$ 250.00
Kickball Tournament	Team	\$ 150.00	\$ 150.00
Ladies Day Out		\$ 70.00	\$ 80.00
Landscaping Class/Gardening		\$ 22.00	\$ 22.00
Lifeguard Classes		\$ 210.00	\$ 210.00
Martial Arts Classes		\$ 50.00	\$ 50.00
Men's Basketball League	Team	\$ 427.00	\$ 459.00
extra player		\$ 26.00	\$ 26.00
Murder Mystery Party		\$ 70.00	\$ 70.00
Photography Classes		\$ 30.00	\$ 30.00
Pickleball Lessons		\$ 50.00	\$ 50.00
Pickleball Tournament		\$ 75.00	\$ 75.00
Pre K - Kind. Instructional Basketball		\$ 45.00	\$ 53.00
Preschool - Discovery Art		\$ 45.00	\$ 45.00

ATTACHMENT 2 - RECREATION FEES (Continued)

Preschool Holiday Art		\$ 20.00	\$ 20.00
Preschool Workshops		\$ 20.00	\$ 20.00
River City Basketball Tournament	Team	\$ 300.00	\$ 315.00
Rock Climbing: indoor		\$ 31.00	\$ 31.00
Rock Climbing: outdoor	Plus equipment	\$ 155.00	\$ 155.00
Running shoes & Microbrews - 5K		\$ 40.00	\$ 50.00
Safe Sitter		\$ 90.00	\$ 90.00
SkyHawk Camp		\$ 200.00	\$ 200.00
Smart Start Flag Football		\$ 59.00	\$ 65.00
Snow Tubing Trip		\$ 45.00	\$ 50.00
Snowshoe Classes		\$ 36.00	\$ 36.00
Spokane Chiefs Tickets		\$ 25.00	\$ 30.00
Sponsorships		Negotiated	Negotiated
Spring Day Kamp - per week.		\$ 225.00	\$ 225.00
Summer Dance Camp - per week.		\$ 60.00	\$ 60.00
Tennis Camp - per week.		\$ 120.00	\$ 120.00
Tennis, Individual		\$ 50.00	\$ 60.00
Theater Arts		\$ 60.00	\$ 65.00
Triathlon - Adult	Individual	\$ 85.00	\$ 85.00
	Team	\$ 165.00	\$ 165.00
	Late Fee	\$ 15.00	\$ 15.00
Volleyball and Football Clinics		\$ 45.00	\$ 55.00
Volleyball Tournament		\$ 110.00	\$ 110.00
Volleyball, Open Gym		\$ 5.00	\$ 5.00
White Water Rafting Trips		Cost + 50%	Cost + 50%
Winter Day Kamp		\$ 225.00	\$ 225.00
Yoga Class		\$ 39.00	\$ 39.00
Youth Baseball		\$ 45.00	\$ 53.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Baseball - Smart Hitters		\$ 53.00	\$ 66.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Basketball		\$ 45.00	\$ 53.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Basketball Camp - per week.		\$ 92.00	\$ 92.00
Youth Competitive Basketball	Team	\$ 478.00	\$ 495.00
extra player		\$ 46.00	\$ 46.00
Youth Dance		\$ 105.00	\$ 105.00
Youth Flag Football		\$ 56.00	\$ 60.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Golf Camp - per week.		\$ 120.00	\$ 135.00
Youth Soccer		\$ 45.00	\$ 53.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Soccer Camp - per week.		\$ 145.00	\$ 145.00
Youth Sponsorship		\$ 275.00	\$ 275.00
Youth Volleyball		\$ 55.00	\$ 59.00
	Late Fee	\$ 8.00	\$ 8.00
Youth Volleyball - Competitive	Team	\$ 188.00	\$ 214.00
extra player		\$ 29.00	\$ 29.00
Youth Volleyball - Open Gym		\$ 5.00	\$ 5.00
Youth Volleyball Camp - per week.		\$ 120.00	\$ 120.00

Festival/Special Event Fees:

10 X 10 Food Booth	\$335.00
10x15 Food Booth	\$460.00
10x20 Food Booth	\$620.00
10 X 10 Craft Booth	\$175.00
10x20 Craft Booth	\$345.00
10x10 Prepackaged Food Booth	\$280.00
Electricity Fees	\$65.00 per plug / 220 volt outlet @ \$225
Camping Fees	\$150.00
One Day Craft Booth	\$75.00
Odd sized and special activities based upon negotiated activities.	
Event Sponsorship	Negotiated
Other Booth	\$75.00

Centennial Trail User Fee:

Request for special events to use the Centennial Trail will be charged a \$1.00 per user fee that will go towards the upkeep and maintenance of the Centennial Trail. There is also a re-fundable \$500.00 performance deposit required.

Contracted Programs:

Fees for contracted programs will be that amount established in the contract between the Contractor and the City of Post Falls, which will take into consideration the number of participants, supplies, equipment and Contractor's other costs.

New Programs:

Fees will be set to cover Program hard costs (staff, supplies, marketing, facility rental) plus 30% to cover administrative costs.

Tournaments

Fees will be set to cover the use of the City facilities. Minimum charge is \$100.00 per day and up to \$500.00 per day based on the scope of the event and fees being charged. Fees for field preparation might be charged, as necessary.

Miscellaneous Recreation Fees:

A \$75 fee is charged for the rescheduling and/or forfeit of games in League Sports programs. Late registrations (following the pre-season meeting) for youth sports programs will be assessed an additional \$15.00.

Special Event application fee is \$75.00. Fees set to cover staff time in review of commercial and fund raising event request.

Block Trailer is \$50.00 plus a \$250.00 re-fundable damage deposit.

ATTACHMENT 3 - PARK FEES**Picnic Shelter Fees:**

Grand Pavilion & Tullamore Amphitheater:

	<u>Resident</u>		<u>Non-Resident</u>	
	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 125.00	\$ 250.00	\$ 175.00	\$ 350.00
Non Profit	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00
Business	\$ 175.00	\$ 350.00	\$ 225.00	\$ 450.00

Picnic Shelter/West Lawn Area/Higgins/Tullamore South Pavilion/Black Bay:

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00
Non Profit	\$ 125.00	\$ 200.00	\$ 175.00	\$ 250.00
Business	\$ 150.00	\$ 225.00	\$ 200.00	\$ 275.00

Gazebo/Corbin Park/Falls Park/Syringa

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 50.00	\$ 125.00	\$ 100.00	\$ 175.00
Non Profit	\$ 75.00	\$ 150.00	\$ 125.00	\$ 200.00
Business	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00

General Picnic Shelters:

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 25.00	\$ 50.00	\$ 35.00	\$ 60.00
Non Profit	\$ 30.00	\$ 55.00	\$ 40.00	\$ 65.00
Business	\$ 35.00	\$ 60.00	\$ 45.00	\$ 70.00

ATTACHMENT 3 - PARKS FEES (Continued)

Trailhead Shelter

	Weekday *	Weekend/ Holiday **
	(Mon-Thur)	Fri/Sat/Sun)
Regular:	\$100.00/hr.	\$195.00/hr.
Holiday:	\$275.00/hr.	\$295.00/hr.
	* Minimum of 2 hours.	
	** Minimum of 4 hours.	

Daily Fees:

	<u>Resident</u>		<u>Non-Resident</u>
Cars	\$ 6.00	Cars	\$ 10.00
RV	\$ 15.00	RV	\$ 30.00
Boat Launch	\$ 15.00	Boat Launch	\$ 30.00
Busses *	\$ 50.00	Busses *	\$ 50.00

* Busses will be classified as any vehicle requiring a commercial drivers license (CDL) to operate.

Season Pass **

	<u>Resident</u>		<u>Non-Resident</u>
Cars	\$ 20.00	Cars	\$ 50.00
Bus	\$ 150.00		\$ 150.00

** Each household within the City limits of Post Falls will receive one complimentary parking pass for Q'Emiln Park per calendar year. Any lost and/or additional passes will result in the required fee. Complimentary parking passes will be verified by a valid drivers license.

Ball/Sports Field Usage Fees:

Use/Reservation of field	\$15.00/hr.
Pre-game prep of baseball fields	\$40.00/time
Pre-game prep of soccer & football fields	\$75.00/time
Additional material (ex: drying agent)	Charged at cost

*Organized league users may be eligible for adjusted fees if supply equipment for City use.

Miscellaneous Items:

Gym Rental	\$20.00/hr.
Community Garden	
4 X 8 Plot	\$ 30.00
20 X 20 Plot	\$ 80.00
Deposit	\$ 40.00

ATTACHMENT 4 - CEMETERY FEES

Burial Lots

Roadside	\$ 1,800.00
Middle	\$ 1,600.00
Inner	\$ 1,400.00
Cremation Lot	\$ 1,150.00
2nd Use Lot	Half of lot fee

Blocks 101, 103, 106, 107 & 108

All lots	\$ 2,500.00
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Double depth lots are 1.5 X the lot cost

Niche - Top	\$ 1,350.00
Niche - Middle	\$ 1,300.00
Niche - Bottom	\$ 1,250.00

Niches Blocks 100 -155

Row A (top)	\$ 1,800.00
Row B	\$ 1,700.00
Row C	\$ 1,600.00
Row D	\$ 1,500.00
Row E	\$ 1,400.00
Row F (bottom)	\$ 1,300.00

Opening and Closing - Lots

Single depth	Weekdays	\$ 600.00
Double depth - 1st	Weekdays	\$ 750.00 *
Double depth - 2nd	Weekdays	\$ 600.00
Single depth/Top double	Saturday (No Sunday)	\$ 800.00
Double depth - 1st	Saturday (No Sunday)	\$ 1,050.00 *
Additional to above pricing:		
	After 3 PM	\$ 250.00
	Winter Surcharge	\$ 75.00
	Holiday Weekend/Saturday	\$ 450.00

* plus rental cost of shoring.

Opening and Closing - Niche

Weekdays	\$ 400.00
Saturday (No Sunday)	\$ 650.00

Additional to above pricing:

After 3 PM	\$	250.00
Holiday Weekend/Saturday	\$	450.00

Miscellaneous

Headstone Locations	\$	125.00
Setting Military Markers	\$	125.00
Setting Markers*		
Moving Markers/Headstones*		
Oversize Headstones*		
Liners	2.5 X Cost	
Deed Transfer	\$	75.00
Engraving	2.5 X Cost	
Sell Lot Back to City	\$	75.00
Temporary Markers	2.5 X Cost	
Markers	2.5 X Cost	
Ancillary Items	2.5 X Cost	
Memorial Tree	\$	1,250.00

*Based upon scope of job

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES**ANNEXATION (Standard)**

Annexation Pre-Application Conference	\$600.00 plus \$300.00/follow-up meeting
Annexation Application	\$3,000 w/out major infrastructure (includes one agreement). Negotiated fees with infrastructure issues (includes one agreement). \$500.00 for each additional agreement.
Annexation Fee (paid w/building permit)	\$1,000 per lot per unit (residential) \$0.10 per square ft. of property (non-residential)

BUILDING

Commercial	Valuation
Provisional Certificate of Occupancy	\$250.00 flat fee
Board of Appeals Application Fee	\$150.00 flat fee
Residential Plan Review	25% of building permit to be paid at plan submittal.
Commercial Plan Review	65% of building permit
Commercial Mechanical Plan Review	25% of mechanical permit
Foundation Only Permit	10% of building permit in addition to the full building permit fee
Work Performed with no valid permit	Regular Building/Mechanical permit fee X 2
Retaining Walls	\$4.50 per Linear Foot
Manufactured Home Regular Set	\$150.00 flat fee
Manufactured/Modular Home Foundation	\$400.00 flat fee
Building Move	\$300.00 flat fee
Additions to Residential Homes	\$72.62 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Patio Cover Only	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck Only	\$15.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck w/Cover	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck/Patio Cover and Enclosure	\$25.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Breezeway	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Interior Finish Residential Homes	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
General Building Permit Valuation per Occupancy and Type of Construction	Per Building Safety Journal 7/2008 to establish valuation
Basement - Finished	\$96.83 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Basement - Unfinished	\$77.46 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Pole Building Residential	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Special Inspection/Re-inspection	\$100.00 per hour, one hour minimum
Re-Roof, Residential	\$150 flat fee
Re-Roof, Commercial	Based upon the valuation of the work to be performed, minimum of \$150 fee.
Residing a Structure, Residential	Residential - \$100 flat fee.
Residing a Structure, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Replacing Windows, Residential	Residential - \$100 flat fee.
Replacing Windows, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Changes to Approved plans	\$100 per hour, one half hour minimum.
Each Pole/Monument sign 8 ft. or higher	\$400.00 each
All Other Signs, per type of sign per site	\$200.00 per type
Demolition-Residential per lot	\$200.00 flat fee
Demolition-Commercial per lot	\$300.00 flat fee
Swimming Pool	Based upon the valuation of the work to be performed.

TOTAL VALUATION	PERMIT FEE WORKSHEET
\$1.00 to \$500	\$23.50
\$501 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.

\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000, or fraction thereof.

MECHANICAL PERMIT FEES

Processing fee on all permits	\$45.00
Furnace, all types under 100KBTU	\$18.00
Furnace, all types over 100KBTU	\$22.00
Misc. venting, C/A, duct modifications	\$15.00
Gas fireplace	\$25.00
Residential range hood	\$16.00
Gas water heater	\$15.00
Ventilating/exhaust fans	\$10.00
Gas piping, each outlet	\$5.00
Clothes dryers	\$16.00
Heat pump, A/C 0-3 tons,	\$16.00
Heat pump, A/C 3+-15 tons,	\$30.00
Heat pump, A/C 15+-30 tons,	\$40.00
Heat pump, A/C 30+-50 tons,	\$60.00
Heat pump, A/C over 50 tons,	\$100.00
Air handlers, Fan coil units under	\$15.00
Air handlers, Fan coil units over 10,000	\$20.00
Air to air heat exchangers	\$25.00
Evaporative coolers, all types	\$15.00
Type I hood, commercial use	\$16.00/ft.
Type II hood, commercial use	\$16.00/ft.
Solid fuel stoves, inserts, must be listed	\$25.00
Installation/relocation of floor/wall/suspended heaters	\$20.00
Commercial plan review fee	25% of equipment fees.

RESIDENTIAL/COMMERCIAL/INDUSTRIAL

Utility R-O-W	\$100.00
Commercial R-O-W (Base fee)	\$350.00
Residential R-O-W (Base fee)	\$150.00
Utility Trench Inspection	
1 - 200 ft.	\$250.00
201 - 200 ft.	\$350.00
401 - 600 ft.	\$400.00
601 - 800 ft.	\$450.00
Over 800 ft.	\$0.85 per ft.
Curb and Gutter	\$150.00 + \$0.60 per ft.
Sidewalk and Approaches	\$150.00 + \$0.60 per ft.
Swales and Drywells	\$150.00 + \$0.20 per sq. ft. Swale + \$60.00/Drywell
Pavement	\$150.00 + \$0.50 per sq. yard
Water Pressure Test	\$120.00/observed test
Sewer Pressure Test	\$120.00/observed test
Street Tree Inspection	\$40.00 per tree

MAPS

Small Map (24"-35")	\$25.00
Large Map (36" +)	\$35.00
Electronic CD	\$20.00

MAILING AND PUBLICATIONS

Public Notice Mailings	\$1.00 each
Published Notices (billed to applicant)	\$300.00

MISCELLANEOUS**Table A-33-A - Grading Plan Review Fees**

50 cubic yards or less	No fee
51 to 100 cubic yards	\$35.00
101 to 1,000 cubic yards	\$55.00
1,001 to 10,000 cubic yards	\$75.00
10,001 to 100,000 cubic yards	\$75.00 for the first 10,000 cubic yards + \$40.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 to 200,000 cubic yards	\$435.00 for the first 100,000 cubic yards + \$20.00 for each additional 10,000 cubic yards or fraction thereof.
200,001 cubic yards or more	\$615.00 for the first 200,000 cubic yards + \$10.00 for each additional 10,000 cubic yards or fraction thereof.
Other Fees: Additional plan review required by changes, additions or revisions to approved plans	\$100.00 per hour*

*Or the total hourly cost to the jurisdiction, whichever is the greatest. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Table A-33-B - Grading Permit Fees¹

50 cubic yards or less	\$35.00
51 to 100 cubic yards	\$55.00
101 to 1,000 cubic yards	\$55.00 for the first 100 cubic yards + \$25.00 for each additional 100 cubic yards or fraction thereof.
1,001 to 10,000 cubic yards	\$280.00 for the first 1,000 cubic yards + \$22.00 for each additional 1,000 cubic yards or fraction thereof.
10,001 to 100,000 cubic yards	\$480.00 for the first 10,000 cubic yards + \$100.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 cubic yards or more	\$1,380.00 for the first 100,000 cubic yards + \$55.00 for each additional 10,000 cubic yards or fraction thereof.
Other inspections and Fees: Inspections outside of normal business hours (minimum charge - two (2) hours)	\$100.00 per hour ²
Reinspection fees assessed under provisions of Section 108.8	\$100.00 per hour ²
Inspections for which no fee is specifically indicated (minimum charge - one half (1/2) hour	\$100.00 per hour ²

¹ The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Road Closure/Lane Closure	\$150.00
Street/Plat Vacation	\$750.00
Off-Site Improvement Waiver	\$150.00
Special Pre-Application Meeting Requests	\$250.00 (1st Meeting No Charge, 2nd request \$250.00)
Floodplain Permit	\$50.00

SUBDIVISION

Subdivision Pre-Application Conference	\$600.00, \$300.00 follow-up meetings
Minor Subdivision	\$1,000
Subdivision Amendment	\$500
Subdivision Fee	\$2,500.00 + \$50.00/lot
Subdivision Extension	\$150.00
Construction Plan Review	\$2,000.00 + \$50.00/lot >50 lots
Condominium <50 units	\$750.00
Condominium >50 units	\$750.00 + \$10.00/unit >50 units
Final Plat <50 lots	\$600.00
Final Plat >50 lots	\$600.00 + \$10.00/lot >50 lots
Engineering Construction Srvs. (Commercial)	See Commercial R-O-W Fees
Engineering Construction Srvs.(Residential)	\$350.00/lot
Engineering Construction Improvement Agreement	\$750.00

ZONING (Standard & Smart Code)

Smart Code Regulating Plan Review	\$3,500.00
Special Use Permit	\$750.00
Zone Amendment (Map/Text)	\$1,200.00
Variance	\$350.00
Preliminary PUD	\$2,500.00
Final PUD	\$1,000.00
PUD Modification/Amendment Major	\$1,500.00
PUD Modification/Amendment Minor	\$200.00
Comprehensive Plan Amendment (Map/Text)	\$1,200.00
Site Plan Review (Commercial and 3plex+)	\$2,000 per site (two reviews), \$250.00 (additional reviews or meetings).
Administrative Permit	\$300.00
Parking Lot Permit	\$500.00
Tree Installation Fee	\$600.00
Appeal (P&Z, Staff Action, or City Council)	\$350.00
License To Use Real Property	\$1,000.00
Development Agreement Addendum	\$600.00
Fee in lieu for parking	\$6,102.00
Master Sign Permit	\$300.00
Acceptance of Private Road Application	\$2,000.00

SPECIAL EVENTS

Special Event Permit	\$100.00 Parade Fee (No Fee for other events)
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ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES**ELECTRICAL**

Residential	
Up to 1,500 sq. ft.	\$130.00
1,501 to 2,500 sq. ft.	\$195.00
2,501 to 3,500 sq. ft.	\$260.00
3,501 to 4,500 sq. ft.	\$325.00
Over 4,500 sq.ft.	\$325 plus \$65 for each additional 1,000 sq. ft. or portion thereof.
New Multi-Family Dwelling (contractors only):	
Duplex	\$260.00
Three or more multi-family unites	\$130 per building plus \$65 per unit.
Existing Residence/Modular, Manufactured or Mobile Homes/Detached Shop/Garage	\$65 fee (one circuit included) plus \$10 per additional branch circuit, up to the maximum of the corresponding square feet of the building.
Spas and Hot Tubs	\$65.00 for each inspection.
Swimming Pools	\$130.00 (covers two (2) mandatory inspections with the exception of lighting.)
Miscellaneous	
Signs	\$65 per sign.
Outline Lighting	\$65 per occupancy.
Other	\$65 per hour.
Requested Inspection	\$65 per hour.
Power has been off for over 1 year.	\$65 per hour.
Plan Check (2 hour minimum)	\$65 per hour.
Temporary Service	\$65 for 200 amps or less; over 200 amps - see Commercial.
Reinspection Fee	\$100.00
Work without permit	Failure to obtain permit prior to commencing work (fee equal to permit).
Commercial/Industrial	
Total Cost of Electrical System (contracted amount)	
Up to \$10,000:	(Total cost of system * 0.02) + \$60
\$10,001 to \$100,000:.	((Total cost of system - 10,000) * 0.01) + \$260
\$100,001 and over:	((Total cost of system - 100,000) * 0.005) + \$1,160
Plan Review Fee	(NEC, Building & Energy Code Compliance) 55% of Electrical Permit Fee.

PLUMBING

Bar Sinks	\$8.00 + \$35.00 processing fee on all permits.
Bath Tub, including shower	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Building)	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Landscape)	\$8.00 + \$35.00 processing fee on all permits.
Backwater Valve	\$8.00 + \$35.00 processing fee on all permits.
Clothes Washer	\$8.00 + \$35.00 processing fee on all permits.
Drain waste/vent piping, alteration/replacement each fix	\$8.00 + \$35.00 processing fee on all permits.
Floor Drains/Hub Drains	\$8.00 + \$35.00 processing fee on all permits.
Gas Piping	\$8.00 + \$35.00 processing fee on all permits.
Kitchen Sinks and /or dishwasher	\$8.00 + \$35.00 processing fee on all permits.
Lavatory (wash basins)	\$8.00 + \$35.00 processing fee on all permits.
Lawn Sprinklers from water connect through backflow c	\$8.00 + \$35.00 processing fee on all permits.
Mobile Home W/S Hook up	\$8.00 + \$35.00 processing fee on all permits.
Other	\$8.00 + \$35.00 processing fee on all permits.
Radiant Head (Quantity equals # of zones)	\$8.00 + \$35.00 processing fee on all permits.
Sewer Ejector/Sump Pump	\$8.00 + \$35.00 processing fee on all permits.
Sewer Service	\$8.00 + \$35.00 processing fee on all permits.
Showers	\$8.00 + \$35.00 processing fee on all permits.
Utility Sinks	\$8.00 + \$35.00 processing fee on all permits.
Water Closet (toilet)	\$8.00 + \$35.00 processing fee on all permits.

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

Water Heater	\$8.00 + \$35.00 processing fee on all permits.
Water Piping, alteration or replacement, each fixture.	\$8.00 + \$35.00 processing fee on all permits.
Water Service	\$8.00 + \$35.00 processing fee on all permits.
Water Softener	\$8.00 + \$35.00 processing fee on all permits.
Residential Fire Sprinkler Supply from Domestic Water System	\$65.00 (up to 16 heads)
Residential Fire Sprinkler Supply from Domestic Water System.	\$4.00 per head (17 heads and up)
Commercial Fee Schedule	
Up to the 1st \$20,000	3% of the contract price.
\$20,001 to \$100,000	2% of the contract price.
\$100,001 to \$200,000	1% of the contract price.
Over \$200,001	.5% of the contract price.

IMPACT FEES

Type of Use	Parks	Public Safety	Streets	Multimodal	Fire	EMS	Total
Residential							
	Per Housing Unit						
Multi-Family	\$ 4,907.00	\$ 959.00	\$ 1,836.00	\$ 1,056.00	\$ 1,273.00	\$ 139.00	\$ 10,170
Single-Family	\$ 6,591.00	\$ 1,289.00	\$ 3,247.00	\$ 1,419.00	\$ 1,273.00	\$ 139.00	\$ 13,958
Non-Residential							
Commercial /Shopping Center	N/A	\$ 1.27	\$ 6.49	\$ 1.40	\$ 0.63	\$ 0.09	\$ 9.88
Office	N/A	\$ 0.51	\$ 2.54	\$ 0.55	\$ 0.63	\$ 0.09	\$ 4.32
Light Industrial	N/A	\$ 0.26	\$ 1.29	\$ 0.29	\$ 0.63	\$ 0.09	\$ 2.56
Manufacturing	N/A	\$ 0.21	\$ 1.03	\$ 0.23	\$ 0.63	\$ 0.09	\$ 2.19
Warehousing	N/A	\$ 0.10	\$ 0.46	\$ 0.11	\$ 0.63	\$ 0.09	\$ 1.39
Mini-Warehouse	N/A	\$ 0.09	\$ 0.40	\$ 0.10	\$ 0.63	\$ 0.09	\$ 1.31
Elementary School	N/A	\$ 0.66	\$ 3.36	\$ 0.72	\$ 0.63	\$ 0.09	\$ 5.46
Middle School/Junior High	N/A	\$ 0.68	\$ 3.47	\$ 0.76	\$ 0.63	\$ 0.09	\$ 5.63
High School	N/A	\$ 0.48	\$ 2.42	\$ 0.54	\$ 0.63	\$ 0.09	\$ 4.16
Day Care	N/A	\$ 1.61	\$ 8.19	\$ 1.75	\$ 0.63	\$ 0.09	\$ 12.27
Church	N/A	\$ 0.36	\$ 1.81	\$ 0.40	\$ 0.63	\$ 0.09	\$ 3.29
Assisted Living	N/A	\$ 0.22	\$ 1.09	\$ 0.24	\$ 0.63	\$ 0.09	\$ 2.27
Nursing Home	N/A	\$ 0.34	\$ 1.73	\$ 0.37	\$ 0.63	\$ 0.09	\$ 3.16
Recreational Community Center	N/A	\$ 1.48	\$ 7.51	\$ 1.62	\$ 0.63	\$ 0.09	\$ 11.33
Hotel (per room)	N/A	\$ 425.65	\$ 2,176.85	\$ 466.07	N/A	N/A	\$ 3,068.57
Hotel (per sq. foot)	N/A	N/A	N/A	N/A	\$ 0.63	\$ 0.09	\$ 0.72

ATTACHMENT 6 - PUBLIC SAFETY FEES

All Violations of Title 6 - Animal Control Violations

First Offense	\$ 25.00
Second Offense	\$ 50.00
Third Offense	\$ 100.00

Animal Control Impound Fees

Impound For (up to 72 hours)	\$ 25.00
After 72 hours	\$10.00/Day

Animal Control Licenses

Spayed/Neutered Canine	\$1.25/Month
Not Spayed/Neutered Canine	\$2.25/Month
Spayed/Neutered Cat	Free
Not Spayed/Neutered Cat	Will Not License
Miniature Pig	\$25.00 (one-time fee)
Adoption Fee	\$40.00

Police Department Fees and Fines

VIN Inspections	\$ 5.00
Vehicle Storage	\$15.00/Day
Parking Fine	\$ 20.00
Fingerprinting	\$10.00 first card \$5.00 each additional card
Salvage Permit Fee - 30 days	\$ 75.00
Salvage Permit Fee - 6 months	\$ 300.00*

*eligible for a \$50 refund/month if vehicle(s) is removed from the premises prior to the expiration date of the permit

Use of Police Department Community Room

Refundable Cleaning & Damage Deposit	\$ 25.00
Use of Audio/Visual Equipment	\$10.00/Day
Special Room Configuration and Setup	\$25.00 minimum
Room Use	\$ 25.00

The revise First Offense	\$ 25.00
Second Offense	\$ 50.00
Third Offense	\$ 100.00

Title 5 Fees

Sexually Oriented Business	\$300.00 Annually
Bathhouses & Massage Parlors	\$300.00 Annually

ATTACHMENT 7 - ADMINISTRATIVE FEES**Business Licenses & Regulations****Alcoholic Beverage Licenses**

Beer (off premises)	\$ 50.00	Annually
Beer (on premises)	\$ 200.00	Annually
Wine (off premises)	\$ 200.00	Annually
Wine (on premises)	\$ 200.00	Annually
Liquor/Wine (on premises)	\$ 562.50	Annually
Liquor/Wine (club)	\$ 281.25	Annually
Liquor/Wine (golf course)	\$ 300.00	Annually
Catering Permit	\$ 20.00	Daily
Door to Door Solicitation (180 days only)	\$ 25.00	Annually
Merchant Security Police	\$ 25.00	Annually
Business Licenses	\$ 25.00	Annually

Media Department

Use of audio/visual equipment, including but not limited to presentation equipment in the Council Chambers	\$35.00/hr.
Maximum Daily Fee	\$ 150.00
Taping/broadcast and facility use	\$50.00/hr.

City Hall Area Use Fee

Rotunda	\$ 100.00
Council Ante Room	\$ 50.00
Council Chambers	\$ 200.00
Plaza- Full Day	\$ 250.00
Plaza- Half Day	\$125.00
Carpet Soiling Surcharge	\$ 50.00

Deposit

Rotunda	\$ 50.00
Council Ante Room	\$ 25.00
Council Chambers	\$ 75.00
Plaza	\$ 150.00

Miscellaneous

City Street Renaming	\$ 250.00
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ATTACHMENT 8 - LOCAL IMPROVEMENT DISTRICT FEES

2 % Penalty	Charged after 30 day grace period
Idaho State judgment rate of interest, not to exceed 10% per annum	Charged as of delinquency certificate filing
Professional Services Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay
Early Pay-off Fee	Current LID principal, interest and penalty balance + calculated interest for current year + one year interest + a 2% penalty (calculated on the total aforementioned amounts)
Segregation Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay

ATTACHMENT 9 - RECORDS & COPY FEES

Records Oversight & Copy Fee Schedule - consistent with Records Policy and Idaho Law (no research or redaction required; over 100 copies or over 2 hours of copying or hours of records oversight, cumulatively - first 100 copies of back and white per 8 1/2" x 11" image area at no charge so long as can be done in less than 2 hours)

Black and White Copies	\$0.05 per page (not to exceed 11"x17")
Color Copies	\$0.10 per page (not to exceed 8 1/2"x11")
DVD Copies	\$1.00 each
CD Copies	\$1.00 each
Photos	\$2.00 each per 8 1/2"x10" or smaller image
VHS Tape (PD)	\$2.00 each
Oversized Documents (greater than 11"x17")	Net cost of duplication by outside vendor
Records examination oversight (for services beyond 2 hours in any calendar year)	Lowest hourly wage plus benefited amount of any employee qualified to assist in the records research and oversight
Examination for redaction of confidential information	Lowest hourly wage plus benefited amount of any employee qualified to assist in the records research and oversight. Legal services concerning redaction examination will be charged at the hourly wage plus benefited amount, of the least paid attorney who is qualified to process the request.

Records sought to be copied must be City records that actually exist. The City does not perform research projects for those who request records that require compilation. Records examination and copying must conform to available personnel to assure that regular City business can be maintained.

Prepayment is required for any records-related activities that exceed 2 hours during any calendar year. Prepayment amounts will be based upon good faith estimates of time and resources required. When records have been produced pursuant to a prepaid request and the amount prepaid exceeds actual costs, the City will refund any balance that is not expended in provision of services or copies. Copying will not be completed unless prepaid, as required.

Serial records requests that are related to one another in any way will be treated as one request for purposes of calculating, copying, or records oversight charges.

ATTACHMENT 9 - RECORDS AND COPY FEES (Continued)

Records produced pursuant to this fee schedule and the policy it accompanies shall not be used for mail or telephone solicitation as prohibited by law. A person requesting such records may be asked to affirm compliance with such requirement by signature on a request form or similar document.

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 10/1/2024

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Fiscal Year 2024 Budget Ordinance Amendment #2

ITEM AND RECOMMENDED ACTION:

Approve as presented.

DISCUSSION:

Fund 652 had additional projects planned, but those projects have been delayed. Instead, there are various projects that are going to occur in FY 2025 in both Fund 650 and Fund 651. In order to transfer cash, a budget amendment is required because those transactions are considered both a revenue and an expense. However, the transaction is to strictly transfer cash between funds.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

September 16th, 2024

APPROVED OR DIRECTION GIVEN:

Council instructed staff to return to the next council meeting with the appropriate ordinance.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The budget adjustment is \$32,000,000 but these transactions are strictly to move cash between funds.

BUDGET CODE:

N/A

ATTACHMENTS:

1. FY 2024 Amendment #2 Ordinance (version 1)

CITY OF POST FALLS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POST FALLS, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE 1507 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES AND TO AUTHORIZE EXPENDITURE OF PREVIOUSLY UNBUDGETED FUND BALANCE, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

Section 1. That the sum of \$2,900,137 from unexpected revenues and unappropriated fund balances, be, and the same is hereby appropriated to defray the additional necessary expenses and liabilities of the City of Post Falls, Kootenai County, Idaho for the fiscal year beginning October 1, 2023, thereby amending and superseding prior appropriations contained in Ordinance 1495 of the City.

Section 2. Purposes and Amounts of Appropriation. That the objects and purposes for which such additional appropriations are made, and the amounts of such supplemental appropriations are as follows, after accounting for receipt of unscheduled revenues and authorizing expenditure of previously unappropriated fund balances:

ADDITIONAL REVENUES/FUNDING RESOURCES

ENTERPRISE FUNDS:

OTHER FINANCING SOURCES	\$	16,000,000
FUND EQUITY REBGTD/BOND		16,000,000
TOTAL ENTERPRISE FUND RESOURCES		<u>32,000,000</u>

TOTAL PROPOSED REVENUES..... \$ **32,000,000**

ADDITIONAL EXPENDITURES AUTHORIZED

ENTERPRISE FUNDS:

SEWER (OPERATING)	15,000,000
SEWER CONST - WWTP	1,000,000
SEWER CONST - COLLECTORS	16,000,000
TOTAL CAPITAL PROJECTS FUND EXPEND	<u>32,000,000</u>

TOTAL PROPOSED EXPENDITURES..... \$ **32,000,000**

Section 3. Tax Levy unaffected. That the tax levy established for the City of Post Falls for the Fiscal year beginning October 1, 2023, shall be unaffected by this ordinance.

Section 4. Amendment of Prior Appropriation Ordinance. That all ordinances or parts of ordinances in conflict with this ordinance are hereby amended and superseded to the extent of such conflict to conform to the appropriations made by this ordinance. The total appropriated expenditures for the Fiscal year beginning October 1, 2023, as amended by this ordinance, shall be as follows:

AMENDED AUTHORIZED EXPENDITURES/EXPENSES

GENERAL FUND:

ADMINISTRATION
FINANCE
CITY CLERK
LEGAL SERVICES
COMMUNITY DEVELOPMENT
SAFETY
PUBLIC WORKS
PARKS & RECREATION
CAPITAL IMPROVEMENTS/CONTRACTS
PERSONNEL
PERSONNEL POOL
ANNEXATION FEE ACCOUNT

TOTAL GENERAL FUND..... 54,325,463

SPECIAL REVENUE FUNDS:

COMPREHENSIVE LIABILITY INSURANCE
STREET LIGHTS
911 SUPPORT
DRUG SEIZURE
SPECIAL EVENTS
CEMETERY CAPITAL IMPROVEMENT

TOTAL SPECIAL REVENUE FUND EXPENDITURES..... 3,717,395

CAPITAL PROJECTS FUNDS:

FACILITY RESERVE ACCOUNT
CAPITAL IMPROVEMENTS

TOTAL CAPITAL PROJECTS FUND EXPENDITURES..... 19,638,648

DEBT SERVICE FUNDS:

LID DEBT SERVICE

TOTAL DEBT SERVICE FUND EXPENDITURES..... -

ENTERPRISE FUNDS:

SEWER
SANITATION
WATER

TOTAL ENTERPRISE FUND EXPENSES..... 105,673,798

TOTAL ALL FUND EXPENDITURES/EXPENSES..... 183,355,304

Section 5. This ordinance shall take effect and be in full force upon its passage, approval and publication of a summary of the ordinance in one issue of the Post Falls Press, a newspaper of general circulation in the City of Post Falls, and the official newspaper of said City.

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Post Falls, Kootenai County, Idaho at a convened meeting of the City of Post Falls City Council held on the 1st day of October, 2024.

RONALD G. JACOBSON, MAYOR

ATTEST:

SHANNON HOWARD, CITY CLERK

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 10/1/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: 12th Avenue Forcemain J-U-B Contract Amendment #2

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Authorization for Contract Amendment with J-U-B Engineers for the construction phase services required to complete construction of the 12th Avenue Forcemain project.

DISCUSSION:

Identified in the 2018 Collections Master Plan, the 12th Ave forcemain project constructs two pressure sewer pipelines from the 12th Ave Lift Station to the Water Reclamation Facility (WRF). A sewer diversion study, performed by Keller Associates, confirmed the option to construct the first mile of force main and an interim discharge in the vicinity of the Sugar Maple Trail and 12th Avenue intersection. Construction of this first phase is nearing completion.

Additional time is needed to complete the installation of the sewer forcemains. The additional time accounts for the utility conflicts that were discovered in the field and unknown at the time of design. This includes additional time for extra-depth excavation as part of change order 4 and takes into consideration the decrease in productivity as result of the over-depth installation. Additionally, the project team worked collaboratively with Ross Point Water District for the rehabilitation and repair of potable water infrastructure at various locations throughout the project limits.

The City, Sonray, and J-U-B have worked cooperatively to evaluate and agree to the additional time. The J-U-B support services outlined in Amendment 2 results in a contract increase of \$30,000 and provides observation and construction management services through the completion of the project. This increase includes a negotiated adjustment to reflect J-U-B's new billing rates as it relates to the extension of services for the project and in alignment with the terms and conditions of the Agreement between the City and J-U-B.

This increase does not impact funding for other projects. The contract increase is well within the overall budget projected for this phase of the 12th Ave project. The project is expected to reach Substantial completion at the end of this month.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

March 19, 2024, 12th Ave Force Main Phase 1 – Recommendation of Award
July 16, 2024, 12th Ave Forcemain – Over Excavation Change Order #4

APPROVED OR DIRECTION GIVEN:

Prior elements of this project was approved by the City Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Amendment 2 is an increase of \$30,000. Funding for Amendment 2 will come from the 12th Ave Force Main Budget. The original contract amount approved by City Council for J-U-B construction phase services was \$220,300.00 and included a \$20,000 management reserve fund that has since been approved for use by the city's Public Works Director with contract amendment #1. The revised contract total with all amendments is \$250,300.00.

BUDGET CODE:

652-463.3228.95520

ATTACHMENTS:

1. J-U-B-StandardContractAmendmentForm_02_12thAvePh2A
2. 08-01-24 12th Ave FM - JUB Contract Amendment



J-U-B ENGINEERS, Inc. ■ 2024 Rate Table

CONFIDENTIAL

Billing Code	Labor Category	Hourly Rate	Billing Code	Labor Category	Hourly Rate
100	Administrative Support	\$55	274	Construction Manager - Senior	\$219
102	Administrative Assistant	\$63	276	Construction Manager - Discipline Lead	\$237
103	Administrative Assistant - Lead	\$75	300	Planning Technician	\$112
104	Administrative Assistant - Senior	\$87	302	Planner	\$155
110	Project Accountant	\$93	304	Planner - Lead	\$174
112	Project Accountant - Lead	\$109	306	Planner - Senior	\$214
114	Project Accountant - Senior	\$123	308	Planner - Discipline Lead	\$231
120	Communication Specialist - 1	\$87	310	Environmental Scientist - Assistant	\$103
121	Communication Specialist - 2	\$97	312	Environmental Scientist	\$148
122	Communication Specialist - 3	\$105	314	Environmental Specialist - Lead	\$175
124	Communication Specialist - Lead	\$119	316	Environmental Specialist - Senior	\$216
126	Communication Specialist - Senior	\$131	318	Environmental Specialist - Discipline Lead	\$228
128	Communication Specialist - Discipline Lead	\$137	320	TLG Assistant	\$103
200	Survey Technician	\$97	322	TLG Practitioner	\$146
202	Survey Technician - Lead	\$129	324	TLG Practitioner - Lead	\$170
204	Survey Technician - Senior	\$154	326	TLG Practitioner - Senior	\$213
210	Assistant Surveyor	\$123	328	TLG Discipline Lead	\$236
212	Assistant Surveyor - Lead	\$141	329	TLG Discipline Lead Senior	\$260
214	Professional Land Surveyor	\$170	330	GIS Technician	\$105
216	PLS - Lead	\$189	332	GIS Analyst	\$128
218	PLS - Senior	\$215	334	GIS Dev. Analyst	\$128
220	PLS - Discipline Lead	\$231	336	GIS Analyst - Senior	\$187
228	Assistant Designer	\$91	338	GIS Dev. Analyst - Senior	\$187
230	CAD Technician - Drafter	\$112	340	GIS Discipline Lead	\$214
232	CAD Technician - Designer	\$136	350	Landscape Designer	\$110
234	CAD Designer - Lead	\$156	352	Landscape Architect	\$146
236	CAD Designer - Senior	\$168	354	Landscape Architect - Lead	\$165
240	Project Designer	\$141	356	Landscape Architect - Senior	\$193
242	Project Designer - Lead	\$163	358	Landscape Architect - Discipline Lead	\$210
244	Project Engineer I	\$181	400	Assistant Project Manager	\$215
245	Project Engineer II	\$198	402	Project Manager	\$220
246	Project Engineer - Lead	\$211	404	Program Manager	\$240
248	Project Engineer - Senior	\$239	406	Program Manager - Lead	\$254
250	Project Engineer - Discipline Lead	\$254	408	Program Manager - Senior	\$269
252	Project Engineer - Discipline Lead - Senior	\$264	410	Principal (Alternative Category, AM/Officer)	\$285
260	Construction Observer	\$134	1) Rates subject to change on a yearly basis. 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval. 3) A 10 percent markup will be applied to Subconsultant fees.		
262	Construction Observer - Lead	\$149			
264	Construction Observer - Senior	\$173			
270	Construction Management Assistant	\$146			
272	Construction Manager	\$198			

CITY OF POST FALLS:

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

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

City Project Manager: Jaxon Fleshman, Project Manager, Public Works. Phone: (208) 262-7357 Email: jfleshman@postfalls.gov

CONSULTANT:

J-U-B Engineers, Inc.
7825 Meadowlark Way, Coeur d'Alene, ID 83815
Firm Project Manager: Angela Comstock, P.E., Project Manager. Phone: (208) 762-8787
Email: rzender@jub.com

THIS AGREEMENT made and entered into by and between the City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "City," and J-U-B Engineers, Inc. having offices for the transaction of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815 hereinafter referred to as the "Consultant" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, the City desires to obtain construction management support services for the 12th Avenue Collections project, Phase 2A, within the City; and

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

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

ARTICLE 1. SUBJECT AND PURPOSE

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

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project will be in the City of Post Falls.

2.2. **SCOPE/STATEMENT OF WORK:** The Consultant will provide the professional services

described in the Scope of Services attached hereto as **Exhibit "A"**, which is incorporated herein by reference. All services required hereunder will be performed by the Consultant or under Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services. The Consultant must coordinate work with the City Project Manager or their representative.

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

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

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

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

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid at an hourly rate based on the rates listed in the budget section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$220,300.00 without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

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

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

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

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

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

ARTICLE 4. INSURANCE

4.1. INSURANCE: The Consultant will maintain, at a minimum, the insurance coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this Agreement may not commence until evidence of all required insurance is provided to, and approved by, the City's Legal Department. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed, or altered without thirty (30) days prior notice submitted to the City. The policy must be endorsed, and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy concerning activities under this Agreement. The policy must provide, and the certificate must reflect that the insurance

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

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

4.3. AUTOMOBILE INSURANCE: The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without thirty (30) days prior written notice to the Policy Holder, who shall notify the City of Post Falls within three (3) days.

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

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

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

ARTICLE 5. CONTRACT TERMINATION

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

5.2. TERMINATION BY CITY: The City may terminate this Agreement with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to

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

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

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

ARTICLE 6. INDEMNIFICATION

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

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

6.3. U.C.C., LIENS, ETC. The Consultant's indemnification shall expressly include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code or other statutory or contractual liens or rights of third parties, including taxes accrued or accruing as a result of this Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

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

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

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

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

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

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

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

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

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

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

8.12. INTEREST OF MEMBERS OF CITY AND OTHERS: No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their interest or the interest of any

corporation, partnership, or association in which they are, directly or indirectly, interested or has any personal or financial interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

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

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

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).
- b. **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
- c. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this

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

ARTICLE 9. CONTRACT DOCUMENTS

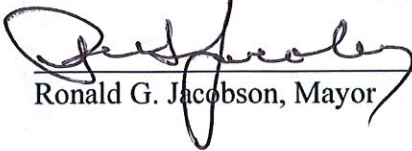
9.1. CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement, the other documents listed below, and all modifications and change orders issued subsequent thereto. These form a contract; all are as entirely a part of the contract as if attached to this Agreement or repeated herein. In the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

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

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO



Ronald G. Jacobson, Mayor

ATTEST:

BY: 

Shannon Howard
City Clerk

Date: March 19, 2024

CONSULTANT


Angela Comstock, P.E., Project Manager
J-U-B Engineers, Inc.

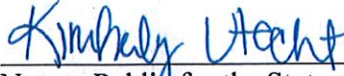
Date: February 21, 2024

State of Idaho)
 : ss
County of Kootenai)

On this 21 day of February, 2024 before me, a notary for the State of Idaho, personally appeared Angela Comstock, P.E. who, being by me first duly sworn, declared that they is a Project Manager of J-U-B Engineers, Inc. that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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





Notary Public for the State of Idaho
Residing at: Boise, Idaho
My Commission Expires: 7/9/2027



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

EXHIBIT A – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 12th Avenue Forcemain CMS Phase 2

CLIENT: City of Post Falls

J-U-B PROJECT NUMBER: 20-23-038

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☐ **AGREEMENT DATED:** Click or tap to enter a date.; or

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

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

PART 1 - PROJECT UNDERSTANDING

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

The City of Post Falls Public Works Department Projects Division in connection with Utilities selected J-U-B for Construction Management Services (CMS) for the construction of the 12th Ave pressure sewer main project. This 12th Avenue Collections Project will ultimately construct a new pressure main to pump collected wastewater from the existing 12th Ave lift station located east of Highway 41 to the City's Water Reclamation Facility (WRF) located at 2002 W. Seltice Way. As a first phase in 2024 the City plans to construct a 1-mile section of force main (12- and 16-inch pipes in a common trench) to the manhole at the intersection of Sugar Maple Road and 12th Avenue (MH1585) as a temporary 12th Avenue lift station force main discharge point.

In June 2023, the City entered into a Phase 1 agreement with J-U-B to perform pre-construction services to establish project roles for each involved party, identify project goals and risks, and initiate public outreach. Through the combined efforts of the City, Keller Associates, J-U-B, and the Langdon Group, pre-construction services completed included a Roles-Goals-Risks Workshop with the City, Keller, J-U-B, and the Langdon Group and a Public Involvement Plan (PIP). These completed tasks have informed the scope herein and resulted in establishing *Exhibit A-1 Process for Handling Design Related Issues During Construction*.

At this time, the project bid opening is planned for February 22, 2024, with award anticipated in March 2024, a material procurement period of 90 days with work beginning in June 2024. A duration of 90 calendar days to substantial completion and 120 calendar days to final completion have been established.

J-U-B's scope of work for this project includes project management and closeout, construction public involvement and construction management services (CMS).

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

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management and Closeout

1. Administration – for this subtask J-U-B will:
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
 - c. Regularly monitor project status, budget and schedule.
 - d. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
 - e. Provide a monthly invoice including budget status.
 - f. Provide ongoing document handling and filing.
2. Project Closeout and Completion Documents – for this subtask J-U-B will:
 - a. Archive paper and electronic files and records.
 - b. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - c. Close financial billing and accounting records in J-U-B's financial and record-keeping systems

B. Task 020: Construction Public Involvement

1. Public Involvement – for this subtask J-U-B will:
 - a. Prepare a half page project flier (front and back) including details relevant to the expected construction timeline, impacts, point of contact information, and alternative routes.
 - b. Distribute fliers to adjacent and affected property owners and residents along the project corridor. Fliers will be distributed up to two weeks prior to construction beginning.
 - c. Prepare and maintain a stakeholder database and act as community liaison for the duration of construction.
 - d. Prepare a public involvement summary for City Council.
 - e. Assumptions:
 - i. The Langdon Group will prepare all PI materials (unless otherwise noted in the PIP) and work with the City of Post falls and J-U-B on review and approval.
 - f. Deliverables:
 - i. Half-page flier
 - ii. Summary of all Public Involvement and Feedback

C. Task 030: Construction Management Services

1. For this task, J-U-B will:
 - i. Perform services as indicated in **Exhibit A-2**.

D. Task 500: Management Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Sealed project plans and specifications
 2. Contractor award and Contract documents prepared by Keller and the City
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Additional public involvement services, as requested.
 2. Additional construction management services, as requested or required by Contractor delivery schedule.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.
2. Time and materials for services will be invoiced referencing the attached rate table **Exhibit A-3**.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management and Closeout	Time and Materials (Estimated Amount Shown)	\$16,300	Concurrent with work progress
020	Construction Public Involvement	Time and Materials (Estimated Amount Shown)	\$10,400	Concurrent with work progress
030	Construction Management Services	Time and Materials (Estimated Amount Shown)	\$173,600	Concurrent with work progress beginning after Contractor Award by City
500	Management Reserve Fund	To Be Determined (Estimated Amount Shown)	\$20,000	As mutually agreed to by CLIENT and J-U-B
Total:			\$220,300	

Exhibit(s):

- Exhibit A-1: *Process for Handling Design Related Issues During Construction*
- Exhibit A-2: Construction Phase Services
- Exhibit A-3: 2024 Rate Table (Dated July 2023)

For internal J-U-B use only:

PROJECT LOCATION (STATE): Post Falls, Idaho

TYPE OF WORK: City

R&D: Yes or No

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Public Involvement (201)
2. Construction Management (C15)

City of Post Falls - 12th Avenue Improvements Project

J-U-B Agreement – Attachment A-1

PROCESS FOR HANDLING DESIGN RELATED ISSUES DURING CONSTRUCTION

The purpose of this Attachment is to document with the City of Post Falls ("City") an agreed-to process J-U-B will use during the construction administration phase of the 12th Avenue Improvements Project ("Project").

Background

Keller Associates ("Keller") has completed the 100% sealed design of the Project under a contract with the City, and the project has been let for bidding and construction. The City has retained J-U-B to provide construction administration and field observations during construction of the Project. The City has also retained Keller to provide "engineer of record" services, as may be needed, during construction. The lines of communication were established through the 12th Avenue Charter Document, dated September 2023.

This memo supplements the Project Charter to specifically define how J-U-B will handle design-related issues during construction.

J-U-B's Responsibility for Review of Plans and Notification of Design Issues During Construction

1. **Review of Design:** J-U-B acknowledges that, while not the Engineer of Record, they shall review the design, plans, and specifications provided by the City's Engineer of Record. J-U-B shall review the design against DEQ and City written standards and report discovered potential issues to the City before commencing work. Any design related issues identified by J-U-B will be addressed by Keller in a timely manner under their separate Agreement with the City.
2. **Identification and Handling of Design Issues During Construction:** During construction, J-U-B is expected to communicate to the City in a timely manner identified design deficiencies, errors, or omissions that may impact the construction process, cost, or schedule of the Project. Any design related issues identified by J-U-B during construction will be addressed by Keller in a timely manner under their separate Agreement with the City.

This Attachment establishes the expectation of a collaborative approach to identifying and resolving design-related issues in the construction process. The goal is to address necessary design changes with the participation of the engineer of record and in a timely manner, who is responsible for their design, and allow them to mitigate issues that may affect the project and their risk.



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

Exhibit A-2 – Construction Phase Services

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

Construction Phase

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

- | | |
|--|--|
| ☒ Yes

☐ No | 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
|
☒ Yes

☐ No | 2. Pre-Construction Conference. Participate in a pre-construction conference. |

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

- ☒ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
- ☒ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
- ☒ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
- ☒ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
- ☒ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
- ☐ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☒ No

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

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

Post-Construction Phase

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

- | | |
|--|--|
| ☐ Yes
☒ No | 1. <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☐ Yes
☒ No | 2. <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☐ Yes
☒ No | 3. <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☐ Yes
☒ No | 4. <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☐ Yes
☒ No | 5. <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| ☐ Yes
☒ No | 6. <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☒ Yes
☐ No | 7. <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| ☒ Yes
☐ No | 8. <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| ☐ Yes
☒ No | 9. <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |

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

CONSTRUCTION PHASE ADDITIONAL SERVICES

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

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

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

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

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

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and Interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

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

11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.
12. *Reports.*
- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
 - d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.
15. *Completion.*
- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

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

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

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

Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

J-U-B ENGINEERS, Inc. ■ 2023/2024 Rate Table

Effective through 6/30/2024. New Rate Table in effect 7/1/2024.

CONFIDENTIAL

Billing Code	Labor Category	Hourly Rate	Billing Code	Labor Category	Hourly Rate
100	Administrative Support	\$52	274	Construction Manager - Senior	\$209
102	Administrative Assistant	\$59	276	Construction Manager - Discipline Lead	\$228
103	Administrative Assistant - Lead	\$71	300	Planning Technician	\$107
104	Administrative Assistant - Senior	\$83	302	Planner	\$149
110	Project Accountant	\$89	304	Planner - Lead	\$166
112	Project Accountant - Lead	\$105	306	Planner - Senior	\$204
114	Project Accountant - Senior	\$117	308	Planner - Discipline Lead	\$220
120	Communication Specialist - 1	\$83	310	Environmental Scientist - Assistant	\$98
121	Communication Specialist - 2	\$92	312	Environmental Scientist	\$141
122	Communication Specialist - 3	\$100	314	Environmental Specialist - Lead	\$167
124	Communication Specialist - Lead	\$113	316	Environmental Specialist - Senior	\$206
126	Communication Specialist - Senior	\$119	318	Environmental Specialist - Discipline Lead	\$217
128	Communication Specialist - Discipline Lead	\$130	320	TLG Assistant	\$98
200	Survey Technician	\$92	322	TLG Practitioner	\$140
202	Survey Technician - Lead	\$123	324	TLG Practitioner - Lead	\$162
204	Survey Technician - Senior	\$147	326	TLG Practitioner - Senior	\$201
210	Assistant Surveyor	\$117	328	TLG Discipline Lead	\$225
212	Assistant Surveyor - Lead	\$134	329	TLG Discipline Lead Senior	\$248
214	Professional Land Surveyor	\$162	330	GIS Technician	\$100
216	PLS - Lead	\$180	332	GIS Analyst	\$122
218	PLS - Senior	\$207	334	GIS Dev. Analyst	\$122
220	PLS - Discipline Lead	\$220	336	GIS Analyst - Senior	\$178
228	Assistant Designer	\$87	338	GIS Dev. Analyst - Senior	\$178
230	CAD Technician - Drafter	\$107	340	GIS Discipline Lead	\$204
232	CAD Technician - Designer	\$131	350	Landscape Designer	\$105
234	CAD Designer - Lead	\$149	352	Landscape Architect	\$139
236	CAD Designer - Senior	\$160	354	Landscape Architect - Lead	\$157
240	Project Designer	\$137	356	Landscape Architect - Senior	\$184
242	Project Designer - Lead	\$158	358	Landscape Architect - Discipline Lead	\$200
244	Project Engineer I	\$176	400	Assistant Project Manager	\$184
245	Project Engineer II	\$190	402	Project Manager	\$205
246	Project Engineer - Lead	\$201	404	Program Manager	\$229
248	Project Engineer - Senior	\$228	406	Program Manager - Lead	\$240
250	Project Engineer - Discipline Lead	\$240	408	Program Manager - Senior	\$250
252	Project Engineer - Discipline Lead - Senior	\$251	410	Principal (Alternative Category, AM/Officer)	\$270
260	Construction Observer	\$128	1) Rates subject to change on a yearly basis.		
262	Construction Observer - Lead	\$145	2) GPS, mileage, per diem, and other direct costs will be		
264	Construction Observer - Senior	\$165	specified in Project Scopes of Work and budgets. No		
270	Construction Management Assistant	\$139	direct costs will be charged without Client approval.		
272	Construction Manager	\$189	3) A 10 percent markup will be applied to Subconsultant fees.		

12th Avenue Forcemain J-U-B Contract Amendment

Jaxon Fleshman
Project Manager, Public Works

October 1, 2024



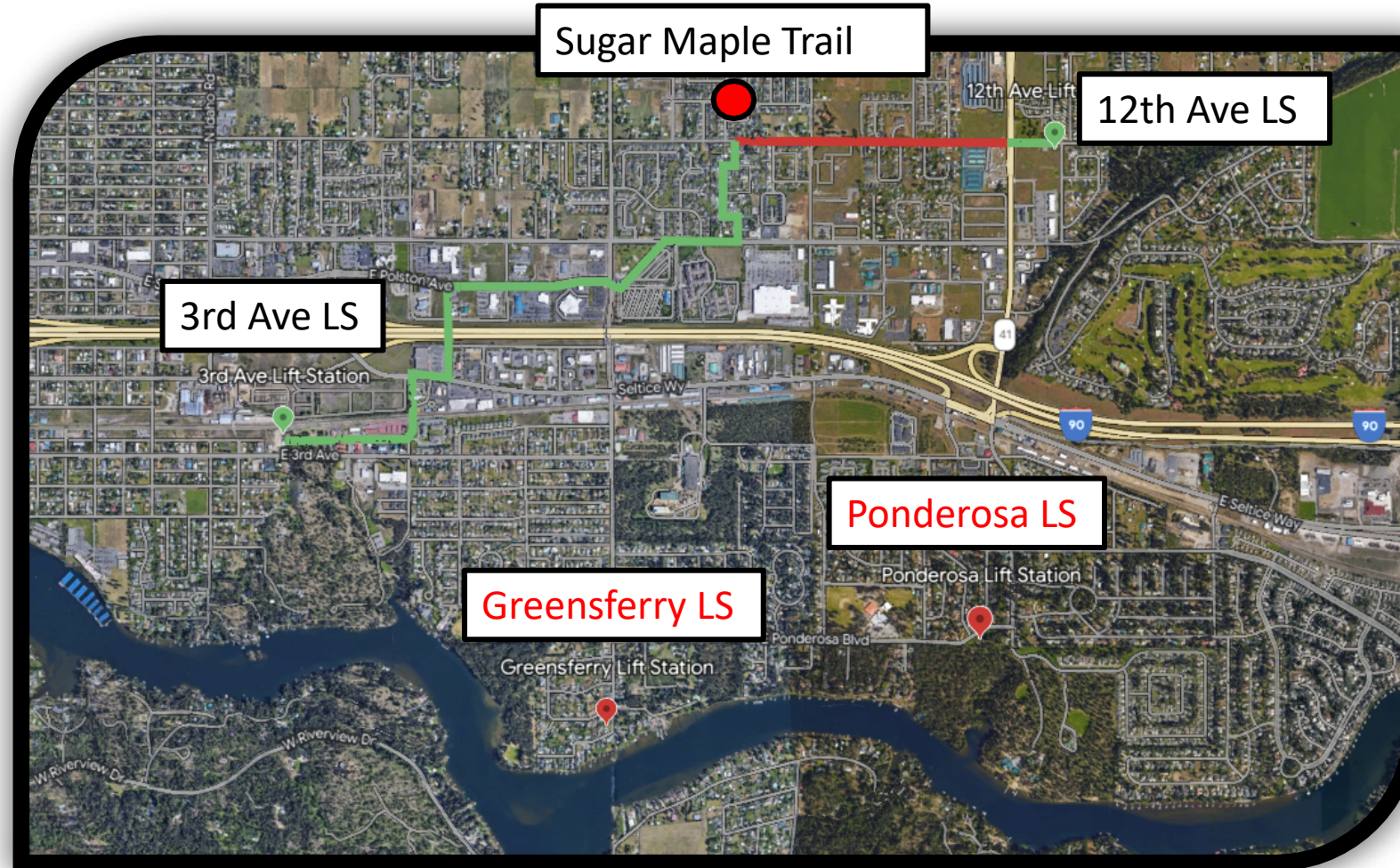
JUB Contract Amendment

- Requesting and recommending approval of J-U-B Contract Amendment #2.
- \$30,000.00

Outline

- Project Overview
- Progress to-date
- Financials
- Next Steps and Timeline
- Questions

12th Ave Diversion to Sugar Maple Trail



Project Overview

- Approximately 1 mile of dual forcemain
- Part of a larger project to connect to the WRF
- Dual Consultant Approach

Progress To Date

- Alignment progress is about 95% complete.
- Overall success with the public and traffic control.
- Construction encountered several utility conflicts
- Confident project will finish this season.

Pictures



Financial Summary (J-U-B)

Item	Cost
Construction Phase Award Amount	\$200,300.00
Management Reserve	\$20,000.00
Tonight's Request	\$30,000.00
Contract Total with Approval	\$250,300.00
	(15% of project cost)

Project Financial Summary

	Estimate	Projected Cost
Construction	\$3 million	\$1.6 million
Consultant Contracts	\$600,000	\$400,000
Total	\$3.6 million	\$2 million

Next Steps and Timeline

- Performing connection at the Sugar Maple discharge, followed by pressure testing and paving.
- Continued traffic control and public outreach
- Project to be complete by the end of this construction season.

Questions



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Chris Gabbert, Deputy City Attorney
SUBJECT: Community Gardens Lot Line Adjustment

ITEM AND RECOMMENDED ACTION:

The City Council is requested to consider and approve the Mayor's execution of a lot line adjustment between city property and an adjacent property owned by Lamb Storage. This adjustment accounts for historical property usage and supports the city's receipt of land for the community garden. No presentation is planned for this agenda item.

DISCUSSION:

This proposed lot line adjustment will modify the boundary between the city-owned property and an adjacent parcel owned by Lamb Storage to align with historical usage. The adjustment is part of an agreement in which Lamb Storage previously deeded a parcel to the city to facilitate the development of a community garden. No new parcels are created by this adjustment; it merely modifies the existing boundary lines between the two properties.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by the council.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2024.10.01 Lot Line Adjustment Deed

RECORDING REQUESTED BY:

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

QUITCLAIM DEED
(Boundary Line Adjustment)

THIS QUITCLAIM DEED, made by CITY OF POST FALLS, a municipal corporation (“Grantor”) to LAMB STORAGE, LLC (“Grantee”) whose address is 24731 Doria Ave., Mission Viejo, CA 92691.

THEREFORE, for valuable consideration received, Grantor does hereby convey, release, remise and forever quitclaim to Grantee all of Grantor’s right, title and interest in and to the Real Property in Kootenai County, Idaho described on Exhibit A attached hereto and incorporated herein by reference and as generally depicted in Exhibit B.

This conveyance is made to adjust the boundary line descriptions of two (2) previously existing contiguous parcels and not for the purposes of creating any further building parcels, in compliance with Section 8.6.103(d) Kootenai County Code. No new parcels are being created by such adjustment.

Including after-acquired title, if any, to have and to hold all and singular the premises, together with all appurtenances, to transferee and to transferee's heirs and assigns forever.

EXECUTED this _____ day of October, 2024.

CITY OF POST FALLS

By: Ronald G. Jacobson
Its: Mayor

Attest:

By: Shannon Howard
Its: City Clerk

STATE OF IDAHO)
 : ss
COUNTY OF _____)

This record was acknowledged before me on this ____ day of October 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: _____

EXHIBIT A
LEGAL DESCRIPTION
of
AREA TO BE TRANSFERRED FROM

THE CITY OF POST FALLS
TO
LAMB STORAGE, LLC

March 26, 2024

A parcel of land located in a portion of the SE1/4 of the NW1/4 of Section 2, Township 50 North, Range 5 West, B.M., City of Post Falls, Kootenai County, Idaho, described as follows:

COMMENCING at the southwest corner of said SE1/4 of the NW1/4 of Section 2, from which the Center 1/4 of Section 2 bears South 89°54'16" East, thence North 00°06'33" West along the west line of said SE1/4 of the NW1/4, 50.00 feet to a point on the boundary of that certain property described in Quitclaim Deed recorded as Instrument Number 1113340300 (also known as Tax No. 15532), said point being the POINT OF BEGINNING;

thence continuing North 00°06'33" West along said west line 76.08 feet, more or less, to the intersection of said west line and the westerly extension of the north line of Lot 1, Block 9 of Riverview Park Addition, according to the plat thereof recorded in Book D at Page 161 of Plats;

thence North 86°13'30" East along said westerly extension, 6.90 feet, more or less, to the northwest corner of said Lot 1;

thence South 00°08'42" East along the west line of said Lot 1, 76.50 feet, more or less, to the southwest corner thereof;

thence South 89°54'12" West 6.94 feet, more or less, to the POINT OF BEGINNING.

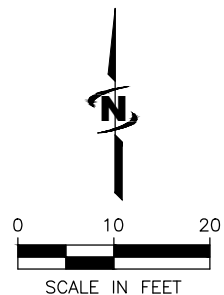
Containing 527 square feet, more or less.

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



BNSF RAILROAD

FORMER CHICAGO, MILWAUKEE,
ST. PAUL & PACIFIC RAILROAD
RIGHT-OF-WAY



AREA TO BE TRANSFERRED
FROM THE CITY OF POST
FALLS TO LAMB STORAGE, LLC.
(527 S.F.±)

LAMB STORAGE, LLC

LOT 1, BLOCK 9
RIVERVIEW PARK ADD.



EXHIBIT B
PROPERTY EXCHANGE

BETWEEN THE CITY OF POST FALLS & LAMB STORAGE, LLC
SE1/4 OF THE NW1/4 OF SEC. 2, T 50N, R 5W, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington, City Attorney

SUBJECT: Ordinance Pertaining to Appointed Officers of the City

ITEM AND RECOMMENDED ACTION:

This item is an ordinance amending Section 2.08.010 of the Post Falls Municipal Code to add the position of Information Technology (IT) Director as an appointed officer of the city. The position of the IT Director will subject to the mayor's appointment and council confirmation.

DISCUSSION:

Post Falls Municipal Code Section 2.08.010 outlines a list of appointed city officers, which includes other appointed positions such as City Administrator, City Attorney, and Police Chief. The proposed ordinance will:

- Add the position of IT Director to the list of appointed officers in Section 2.08.010.
- Define the duties of appointed officers as established by the city's job description for the positions.
- Ensure that the IT Director, like other appointed officers, will be subject to the city's personnel rules unless otherwise specified in a contract.

The ordinance maintains the city's standard for the appointment and removal of officers, which must be in accordance with Idaho Code §50-204 and §50-206, respectively.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The council has not previously reviewed the specific ordinance adding the IT Director position. However, the position has been discussed during recent meetings, leading to the development of this ordinance.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The fiscal impact of adding the IT Director position includes salary and benefits, which are to be funded through the city's general fund. The estimated costs have already been considered in the budget

BUDGET CODE:

ATTACHMENTS:

1. IT Director Position and Contract Presentation Oct 1 2024

2. 2024.10.01 Ordinance to Add IT Director



IT Director Position Creation and Contract Approval Request

Shelly Enderud, City
Administrator
October 1, 2024

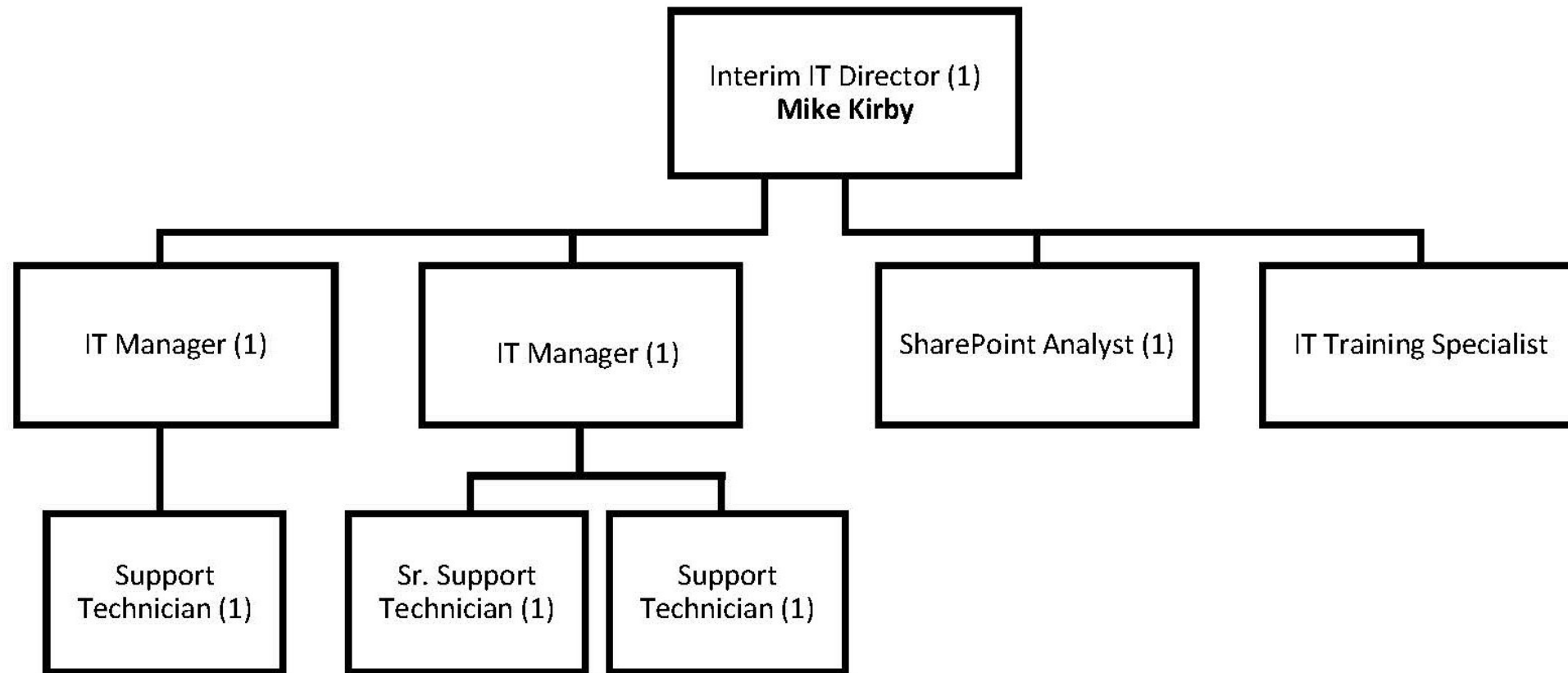
IT Background

- The City has maintained 2 IT Divisions and systems.
 - Police Department and City Hall Network.
- The City's long-term goal - integrate them over time.
 - Recent Internal Strategic Plan made this a priority.
- This Spring, staff kicked off the process to build a new website for the City.
 - This process includes integrating the two individual websites.
 - This integration received significant employee support.

IT Background

- Police IS Manager left the City in June of this year.
 - This has created a good opportunity to integrate the 2 Divisions/Systems.
- Staff researched other agencies and recommended creating a Stand-alone Department vs. IT Division.
- H/R reviewed the Job Description and Grading.
 - Organizational chart was drafted.
 - Job descriptions were updated.
 - IT Director position placed in Grade 20.
 - Grading will be reevaluated with salary survey.

Information Technology



IT Grade Position



	Hourly Rates		Grade Prog.	Annual Rates	
	Minimum	Max		Minimum	Max
	\$ 54.78	\$ 82.17	20%	\$ 113,942.40	\$ 170,913.60
CD Director					
HR Director					
P & R Director					
IT Director					

Department Selection Process

- Administration is recommending an internal promotion for the new IT Director position.
- Current Directors have a mix of internal promotion and external recruitment.
- City has supported internal succession planning as part of employee retention methods.
- New Personnel Policy Draft will include alternatives for Director position recruitment.

Benefits of Stand-Alone Department

- Voice in policy decisions at Leadership level.
- More efficient, effective and improved management of city IT systems.
- More streamlined IT acquisition review and approval.
 - Earlier IT involvement.
- Consistency in IT policies and procedures.
- Ensures higher level of IT cyber security for the City.
- Overall cost savings as with integration.

Next Steps and Timeline

- Council consider request to amend City code to include IT Director position.
- Council consider request to approve IT Director Contract with Mike Kirby.
- If both approved – effective Oct. 1, 2024.
- If not approved, Council provide direction to staff to keep current status or bring back additional changes.

Questions?

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE AMENDMENT OF POST FALLS MUNICIPAL CODE SECTION 2.08.010 TO ADD THE POSITION OF INFORMATION TECHNOLOGY DIRECTOR; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, the Mayor and City Council find that it is in the city's best interest to create the position of Information Technology Director and that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code Chapter 2.08 – Appointed Officers is hereby repealed, and a new Chapter 2.08 is adopted to read as follows:

**CHAPTER 2.08
APPOINTED OFFICERS**

2.08.010. – APPOINTMENT AND REMOVAL OF APPOINTED OFFICERS.

The mayor will appoint the following as officers of the city, subject to approval by the city council as provided by Idaho Code §50-204, or its successor:

- City Administrator
- City Attorney
- City Clerk
- Community Development Director
- Deputy City Administrator
- Finance Director
- Human Resources Director

- Information Technology Director
- Parks and Recreation Director
- Police Chief
- Public Works Director

The duties of the appointed officers are established by the adopted description for each position. Any contract for an appointed officer will serve the sole purpose of memorializing terms and conditions of employment. Appointed officers are subject to the city's adopted personnel rules unless otherwise provided in an employment contract.

Any officer appointed by the mayor and confirmed by the city council may serve in such position until resignation or removal under Idaho Code §50-206 or its successor.

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

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

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

included therein and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on September ____ 2024.

APPROVED, ADOPTED, and SIGNED this day of September, 2024.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE AMENDMENT OF POST FALLS MUNICIPAL CODE SECTION 2.08.010 TO ADD THE POSITION OF INFORMATION TECHNOLOGY DIRECTOR; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County, Idaho, hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which repeals and replaces PFMC Chapter 2.08 to add a new appointed officer; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854, in the office of the City Clerk. Dated this ____ day of September, 2024.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, have examined the attached summary of Ordinance No. [Category], which repeals and replaces PFMC Chapter 2.08 to add a new appointed officer, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of September, 2024.

Field K. Herrington, City Attorney

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator

SUBJECT: Employment Contract Approval for Information Technology Director Michael Kirby

ITEM AND RECOMMENDED ACTION:

The purpose of this item is to seek City Council approval for the appointment and employment contract of Michael Kirby as the Information Technology Director for the City of Post Falls. This contract outlines the terms and conditions of employment, including salary, benefits, and responsibilities. Mr. Kirby will begin his position on October 1, 2024. Per Post Falls Municipal Code and Idaho Code § 50-204, the position of Information Technology Director is appointed by the Mayor and requires confirmation by the City Council. This item serves as both the appointment and confirmation and, upon passage, authorizes the Mayor to sign the agreement formalizing Mr. Kirby's employment.

DISCUSSION:

Michael Kirby has been selected as the new Information Technology Director for the City of Post Falls. His appointment by the Mayor requires Council confirmation, in accordance with city and state laws. The contract includes specific provisions for salary, benefits, performance evaluations, and duties, as outlined in Exhibit A of the contract. Mr. Kirby's employment will commence on October 1, 2024, and will automatically renew unless notice is provided by the City 30 days in advance. The contract also includes a clause allowing for annual cost of living and merit salary increases contingent upon satisfactory performance evaluations.

In addition to his appointment, the contract outlines that Mr. Kirby's position is exempt from overtime under the Fair Labor Standards Act. The separation pay provisions in the contract provide for severance in the event of non-renewal or termination under specific conditions. Mr. Kirby's responsibilities will include maintaining and improving the city's technology infrastructure, including the citywide computer and telephone systems.

With the Council's confirmation, this item will also authorize the Mayor to sign the employment agreement, thereby completing the formal appointment process.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The position and terms of employment for the Information Technology Director were last reviewed by the City Council in executive session on September 3, 2024.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The salary and benefits for the Information Technology Director have been budgeted for the current fiscal year. The contract includes provisions for salary adjustments, including cost of living and merit-based increases, as well as benefits consistent with other full-time, benefitted employees. No unanticipated fiscal impacts are expected as a result of this appointment.

BUDGET CODE:

ATTACHMENTS:

1. 2024.10.01 Kirby IT Director
2. 2024.09.16 Exhibit B - Release Form for Department Head Contract

EMPLOYMENT CONTRACT

Michael Kirby

Information Technology Director

THIS AGREEMENT is made this _____ day of October, 2024, between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Michael Kirby**.

WHEREAS, The City of Post Falls (hereinafter the “City”) desires to employ the services of Michael Kirby (hereinafter the “Employee”) as the Information Technology Director for the City of Post Falls; and

WHEREAS, A copy of the position description for the Information Technology Director position is attached to this Agreement as Exhibit “A;”

WHEREAS, the appointment of an Information Technology Director is governed by Municipal Code § 2.08.010 and Idaho Code § 50-204, and the Information Technology Director serves at the pleasure of the Mayor and City Council; and

WHEREAS, The City desires to enter into this Agreement to establish the terms and conditions of employment prior to appointing Employee to this position; and

WHEREAS, Employee desires to clarify the terms and conditions of their employment with the City; and

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

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Information Technology Director as described in Exhibit “A.” The parties agree that the duties of the Information Technology Director may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Information Technology Director is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.
2. Term. The term of this Agreement will commence on October 1, 2024 and will continue until the end of the City’s next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days’ notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement

unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.

3. Duties. The parties agree that Employee's job duties as Information Technology Director are outlined in Exhibit "A," the City's personnel rules, and city code. The parties further agree that Employee will perform other lawful duties assigned by City administration or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Information Technology Director and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Information Technology Director is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, City administration and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. During the initial six (6) months of Employee's employment as Information Technology Director, the City agrees to pay Employee a salary of \$4,938.40 for each two-week pay period. If at the end of the initial six (6) month period, Employee receives a satisfactory performance evaluation, the City agrees to grant Employee a salary increase of five percent (5%).

Thereafter, the parties agree that Employee will receive annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of, and not exceeding, the then currently adopted pay range for the Information Technology Director.

In addition to cost of living increases, the City also agrees to give Employee annual merit salary increases, conditioned upon satisfactory performance evaluations, of the same percentage approved by the Mayor and City Council for full-time benefitted employees, if any, up to the top of the then currently adopted pay range for the Information Technology Director.

Additionally, the parties further agree that the top of the adopted salary range will be increased annually by the same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees. The parties also agree that the salary range for the Information Technology Director will be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
- a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Leave. Employee will receive other leave in the amounts identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars (\$1,300). The Parties agree that 401(k) contribution will not be prorated and that Employee will only receive the annual contribution if they are employed on the date of the scheduled contribution. The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.
 - e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to perform the duties of Information Technology Director, which may include Certified Information Technology Manager (CITM) and Fortinet Certified Professional Network Security certifications. Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.
 - f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee’s travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may

approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.

- g. Vehicle Stipend. The City agrees to pay Employee a monthly stipend of \$150 to reimburse Employee for using their private vehicle for routine city business. Alternatively, Employee may annually elect, in writing, to submit actual mileage for reimbursement at the City's then current rate of mileage reimbursement in lieu of the stipend. The parties agree that the Mayor and City Council may approve increases to vehicle use stipend amount through normal budgeting processes without formal amendment to this Agreement.
7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Information Technology Director by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.
11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for removing appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.

12. Effective Termination by the City. If the City fails to appropriate sufficient funds to provide the annual salary and benefits due to the Employee under Sections 5 and 6 of this Agreement, the Employee may elect to provide notice to the City Administrator that the City has breached this Agreement and that the Employee is resigning their employment because of the breach by the City. The notice must be provided to the City Administrator no later than thirty (30) days after the City Council finally approves its annual budget. If the Employee timely provides such notice, the resignation will be treated as an effective termination of this Agreement by the City and Employee will be entitled to Separation Pay under the conditions listed in Section 13.

13. Separation Pay. If the Employee is terminated by the City, when the Employee is otherwise willing and able to perform the duties of the Information Technology Director pursuant to this Agreement, the City will pay to Employee a lump sum cash payment equal to four (4) months future salary and four (4) months of COBRA health care coverage continuation (collectively “Separation Pay”) for Employee and all Employee’s dependents covered by the City’s health insurance at the time of separation of employment in addition to all accrued and unused PTO and EPTO. Payment of any Separation Pay will be made in accordance with state and federal law and is conditioned upon the Employee executing a release in substantially the same form as attached to this Agreement as Exhibit “B.” However, no Separation Pay will be paid if it is determined that any of the following exemptions apply.

Exceptions:

- a. Conviction of any criminal act relating to employment with the City;
 - b. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude;
 - c. Conviction of any felony offense; or
 - d. Other conduct detrimental to the City that substantially violates the personnel manual or other personal or professional conduct standards. A substantial violation includes conduct that severely and materially harms the City or repeated violations of policy or conduct standards after documented corrective efforts by the City.
14. Appropriation of Separation Pay. The City agrees to appropriate sufficient funds on the effective date of this Agreement to fully pay the total Separation Pay amounts that would be due to the Employee if this Agreement were terminated or not renewed by the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

15. Other Terms and Conditions of Employment. The parties agree that unless otherwise provided in this Agreement, all provisions contained in the most recently adopted Post Falls Municipal Code or City personnel rules, in effect at the time, related to vacations, sick leave, retirement, holidays, and other fringe benefits and working conditions apply to Employee as they would to other employees of the City.

16. Notice. Notice pursuant to this Agreement may be given by personal service, by email, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

a. City: City of Post Falls
C/O Shelly Enderud, City Administrator
408 N. Spokane Street
Post Falls, ID 83854
senderud@postfalls.gov

b. Employee: Michael Kirby

[REDACTED]
[REDACTED]
[REDACTED]

Notice will be deemed given as of the date of personal service, or email, or as of the date five days after the date of deposit in the custody of the United States Postal Service.

17. General Provisions.

- a. Entire Agreement: This Agreement supersedes all prior employment agreements between the parties and represents the entire understanding of the parties. All prior agreements, discussions, and negotiations between the parties are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Information Technology Director.
- b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- c. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.

- d. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- e. Attorney Fees: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.
- f. Incorporation of Recitals and Exhibits. The recitals to this Agreement and all exhibits referred to are incorporated herein by this reference and made a part of this Agreement.
- g. Section Headings. The section headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the sections to which they apply.
- h. Neutral Interpretation. This Agreement constitutes the product of negotiation between the parties, and the parties agree that the enforcement of this Agreement will be interpreted in a neutral manner and that any rules of construction to the contrary are specifically waived.

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on ____ day of September, 2024 by **Michael Kirby**.

Signature of notary public

(Stamp above)



CITY OF POST FALLS CLASS SPECIFICATION

INFORMATION TECHNOLOGY DIRECTOR

Pay Grade: 20

FLSA Designation: Exempt

Updated: 07/12/2024

General Statement of Duties

Performs high level administrative, technical and professional work in directing and supervising the day-to-day operations of the City's technology department. This includes a variety of professional and technical management duties relating to the operation and maintenance of the citywide central computer systems. Duties are performed with significant latitude for independent judgment in accordance with Department and City policies, Federal, State and Local regulations.

Classification Summary

The primary function of an employee in this class is to perform a variety of professional and technical management duties relating to the operation and maintenance of the citywide operating system and databases for the City. The position evaluates new technology, establishes the technological vision for the City and also maintains the City telephone system. The position reports to the City Administrator, although considerable latitude is allowed for independent judgment and initiative and the Information Technology function is considered an independent City department. The position acts as an active member of the City's Department Head Team and maintains strong, productive, and cooperative relationships with other City Departments to maximize use of City resources and talent. The principal duties of the position are performed in a general office environment.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities

- Manages and maintains City computer network system and network servers including backups, operating system upgrades, software upgrades, security procedures, and database maintenance;
- Performs installation, troubleshooting, and repair of personal computers and a variety of peripherals;
- Installs hardware;
- Maintains City telephone system including overseeing maintenance, upgrade, and support of PD 911 system
- Installs and configures network servers, routers, switches, personal computers and peripherals;

- Designs and implements information technology projects such as internet access, wireless networking, and camera access using City-owned wifi network;
- Identifies needs and purchases all computer related equipment and software;
- Develops and monitors budget;
- Performs all technical aspect decisions related to infrastructure/network maintenance and enhancements;
- Prepares custom reports for city employees;
- Provides technical support and training to city employees;
- Maintains inventory of computer hardware and software.
- Oversees PD & City Hall IT employees
- Oversees support of PD Patrol cars computer systems
- Coordinates with other agencies on City radio and wifi connections
- Manages network connection between City Hall and PD
- Responsible for managing City/PD wireless connections to other agencies

Other Duties and Responsibilities

- On call after regular work hours to respond to emergency situations;
- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- Operation processes and procedures related to the citywide computer system;
- Operation processes and procedures related to the citywide telephone system;
- Computer installation, repair, and troubleshooting skills;
- Web page design and maintenance;
- Municipal budget principles and procedures.

Ability to:

- Plan and implement large computer related projects;
- Design and maintain the City's Intranet web pages;
- Operate standard office equipment, including a personal computer using program applications appropriate to assigned duties;
- Communicate effectively both verbally and in writing;
- Plan, organize, and coordinate a multi-user computer system;
- Prepare technical reports;
- Communicate effectively and establish working relationships with supervisors and co-workers.

Acceptable Experience and Training

- Associate degree in computer science; and
- Two (2) years experience in network administration, data management or related experience; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Special Qualifications

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions and communicate effectively in person and by telephone;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written instructions; comprehend and prepare written technical reports, data sheets, user manuals, diagrams, and related information; and troubleshoot and perform repairs on computers;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate standard office equipment and computer equipment and to make adjustments to computers, tools and equipment;
- Sufficient personal mobility, flexibility, and balance to perform duties that may require bending, stooping, kneeling, crouching, reaching, and working in confined spaces, to lift at least 50 pounds, and to work in an office environment.

EXHIBIT “B”

CONFIDENTIAL SEPARATION, SEVERANCE AND RELEASE AGREEMENT

THIS CONFIDENTIAL SEPARATION, SEVERANCE, AND RELEASE AGREEMENT (“Agreement”) is made by and between the City of Post Falls (“City”), and <NAME> (“Employee”). “City” and “Employee” are collectively referred to as the “Parties” in this Agreement. The Parties agree as follows:

1. Background. Employee has been employed with the City and is currently employed as <POSITION>. for the City under an Employment Contract dated _____. The Parties agree that it is in the Parties best interest to terminate the Employment Contract, ending the employer/employee relationship between the Parties. As such the Parties agree that Employee’s last date of employment will be _____ (the “Termination Date”). After the Termination Date, the Employee is not authorized to work on behalf of the City or access any system or network belonging to the City. Any such action would be considered a material breach of this Agreement and grounds for revocation and recoupment of the Severance Pay, below, along with all other legal options available to the City. City has offered Employee severance pay to which Employee would not otherwise be entitled in consideration of Employee’s release and waiver of claims against the City arising from Employee’s employment with and termination of employment from the City. Employee wishes to accept the severance pay and agrees to abide by the terms and conditions set forth in this Agreement.

2. Effective Date. Unless otherwise revoked by Employee as provided below, this Agreement shall be effective on the eighth (8th) day following the date Employee signs and returns this Agreement to the City (the “Effective Date”).

3. Severance Pay. The City agrees to pay Employee severance pay equal to a maximum of four (4) months of regular salary and four (4) months of COBRA health care coverage continuation (total gross amount of \$_____) in a lump sum, less applicable withholdings, payroll taxes, and deductions, upon the Effective Date of this Agreement as outlined in Section 2 above. The City’s payment of the severance pay is specifically conditioned on Employee not revoking this Agreement as outlined below in Section 11K.

4. Release by Employee. In consideration of the promises made and the severance pay provided, Employee hereby fully and forever waives, releases, and discharges the City, and its elected officials, employees, attorneys, insurers, and agents (collectively the “Released Parties”) from and against any and all liabilities, claims, demands, actions, and causes of action, suits, charges, damages, or other demands or claims of any kind whatsoever known or unknown, foreseen or unforeseen involving any matter arising out of or in any way related, directly or indirectly, to Employee’s employment with the City or the termination of Employee’s employment with the City (collectively the “Claims”). The Parties agree and acknowledge that the Claims released include, but are not limited to, any Claims or actions based upon any common law tort action, breach of contract, misrepresentation, promissory estoppel, wrongful discharge, fraud, defamation, interference with contract, infliction of emotional distress, rehire or reemployment rights, any and all discrimination claims or rights to sue that might be available to Employee under federal, state, or local statutes, laws, regulations or ordinances, including but not limited to the Age Discrimination in Employment Act, as amended by the Older Workers Benefits Protection Act; Title VII of the Civil Rights Act; the Equal Pay Act of 1963; the Americans with Disabilities Act, as amended by the ADA Amendments Act of 2008; the Family and Medical Leave Act; the Fair Labor Standards Act; the National Labor Relations Act; the Employee Retirement Income

Security Act; the Fair Credit Reporting Act; and any provisions of the Idaho Code Annotated, including but not limited to the Idaho Human Rights Act and the Idaho Wage Claims Act.

5. Claims not Released by Employee. The release in Section 4 does not release or apply to: (a) any right to file an administrative charge or complaint with the Equal Employment Opportunity Commission or the Idaho Human Rights Commission, although the Employee waives any right to monetary relief related to such an administrative charge or complaint or in an associated lawsuit; (b) any Claims arising from conduct or occurrences that take place after the Effective Date of this Agreement; (c) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of applicable plan documents; (d) unemployment insurance or workers compensation claims; or (e) any other rights that cannot be released as a matter of law.

6. Representation Regarding Litigation. The Employee represents that they have not filed any lawsuits against the City or any of the other Released Parties. Except as otherwise permitted below, the Employee promises and agrees that Employee will not do so at any time in the future concerning any Claims that arose on or before the Effective Date of this Agreement.

7. Ownership of Claims by Employee. Employee represents and warrants that they have not assigned or transferred any Claim against the Released Parties to any third party. Employee further agrees to indemnify, defend, and hold harmless each and all of the Released Parties against any and all Claims based on, arising out of, or in connection with any such transfer or assignment, or purported transfer or assignment, of any Claims or any portion thereof or interest therein.

8. Earned Salary and Benefits. Regardless of whether Employee signs this Agreement, Employee shall be paid Employee's compensation and benefits, including PTO and Executive PTO, earned and vested through the Termination Date. No additional compensation or benefits will accrue to Employee after the Termination Date.

9. Confidentiality of Agreement. To the extent allowed by law, Employee and the City agree that the facts of and the terms, payments, and conditions provided for in this Agreement shall remain confidential and shall not be disclosed to anyone except: (i) to the extent that either Party is legally obligated to disclose any of the terms and conditions of the Agreement or to the extent that a regulatory body with authority and jurisdiction over matters addressed in or related to this Agreement shall request information contained in this Agreement; (ii) the Parties may disclose the terms and conditions of this Agreement to their respective legal and/or tax counsel; and (iii) Employee may disclose the terms and conditions of this Agreement to Employee's immediate family. The Parties agree to ensure that any individual or entity to whom the provisions of this Agreement are disclosed will abide by this confidentiality provision. Employee acknowledges that any failure to keep this Agreement or its terms confidential, including the consideration paid for this Agreement, shall constitute a material breach of this Agreement.

10. Continued Obligation of Confidentiality Regarding City Information. Except as otherwise permitted under this Agreement, Employee warrants and agrees that Employee has a continuing obligation after the Termination Date to not keep in Employee's possession any City property or information, and to not disclose any confidential or proprietary information concerning or relating to the City ("Confidential Information"), which was acquired during the course of or as a result of Employee's employment, to any third party. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Pursuant to 18 U.S.C. § 1833(b)(The Defend Trade Secrets Act Notice), an individual may not be held

Exhibit "B" – Department Head Release Form

Page 2 of 5

criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (1) made in confidence to a government official either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; and/or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual who files a lawsuit for retaliation by an employer based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

11. Non-Disparagement Obligations. The Parties agree that they wish to end their relationship and part company in an amicable manner. Accordingly, and except as otherwise permitted in this Agreement, Employee agrees to not disparage, criticize, or demean the City, its work, services, or personnel with any third party or through any media, social media platform, or other publication. Similarly, the City agrees not to disparage, criticize, or demean the Employee and their work with any third party or through any media.

12. Post-Termination Cooperation. For a period of sixty (60) days after the Termination Date, the Employee agrees that they will continue to provide reasonable cooperation to the City with respect to any City related matters that they may have insight or information about. Employee agrees that they will be reasonably available to answer questions, which will only be directed to them by the City Administrator, City Attorney, or Mayor. The Employee further agrees to not respond to any inquiries from any other City employee, in their capacity as employees, to maintain consistent communication with the appointed representatives of the City. Additionally, at all times in the future, the Employee will reasonably cooperate in and with any proceeding or dispute relating to any matter that occurred during Employee's employment in which Employee was involved or of which Employee has knowledge or may be called as witness. Employee will, in performing this obligation, provide truthful testimony in any jurisdiction or forum required. Without limiting the generality of the foregoing, to the extent the City seeks Employee's assistance, the City will use reasonable efforts, whenever possible, to provide Employee with reasonable advance notice of its need for them.

13. No Application for Reemployment. Employee agrees that they will not apply for employment or seek reinstatement with the City. Employee agrees that this term is a legitimate, non-discriminatory, and non-retaliatory reason for the City to reject any application from Employee in the future.

14. Age Discrimination in Employment Act Acknowledgments. In conjunction with the Age Discrimination in Employment Act:

- A. Employee acknowledges that they have had a reasonable time within which to consider this Agreement before executing it and that no one coerced or hurried them into executing this Agreement;
- B. Employee acknowledges that they have carefully read and fully understands all of the provisions of this Agreement, and declares that the Agreement is written in a manner that Employee understands;
- C. Employee acknowledges that they understand that they are, through this Agreement, releasing the City and all Released Parties from any and all claims Employee may have against them and that this Agreement constitutes a release and discharge of claims arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, including the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f) ("OWBPA");

- D. Employee declares that their agreement to all of the terms set forth in this Agreement is knowingly and is voluntary;
- E. Employee knowingly and voluntarily intends to be legally bound by the terms of this Agreement;
- F. Employee acknowledges and agrees that through this Agreement, they are receiving consideration in addition to anything of value to which Employee is already entitled;
- G. Employee acknowledges that they were advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of Employee's choice prior to executing this Agreement, and states that Employee did consider this option before executing this Agreement;
- H. Employee acknowledges that they understand that rights or claims that may arise after the date this Agreement is executed are not waived; and
- I. Employee acknowledges that they understand that they are responsible for compliance with any obligation to pay taxes with respect to any proceeds received from the City in connection with this Agreement, and Employee agrees to indemnify and hold the City harmless from any failure on Employee's part to comply with those obligations.
- J. Employee acknowledges that they understand that they have twenty-one (21) days to consider this Agreement, and in the event Employee decides to execute this Agreement in fewer than twenty-one (21) days, Employee has done so with the express understanding that they have been given and declined the opportunity to consider the Agreement for a full twenty-one (21) days; and
- K. Employee acknowledges that they may revoke this Agreement at any time within seven (7) days after Employee executes the Agreement and that this Agreement is not effective or enforceable until the eighth (8th) day following his execution of the Agreement.

15. Return of City Property. Employee represents and warrants that they have or will return to the City all of the City's property in Employee's possession, along with any City information, including City's Confidential Information, in whatever form maintained, by no later than the Effective Date of this Agreement, including, but not limited to computers, phones, smartphones, tablets, electronic storage devices, customer information, keys, passwords, and all tangible and intangible property belonging to the City or relating to Employee's employment with the City. Employee further represents and warrants that Employee has not retained copies, electronic or otherwise, of such property.

16. Employee's Application for Unemployment. The City will not respond to any inquiry for an unemployment claim made by the Employee to the Idaho Department of Labor and Industry unless the information contained in such a claim is disputed, false, or disparaging to the City. The City cannot guarantee whether the Employee will be found eligible for, or will be provided benefits under, any claim made for unemployment.

17. No Admission of Liability. This Agreement shall not be in any way construed as an admission by the City that it has acted wrongfully with respect to Employee or any other person.

18. Other Terms. This Agreement shall be binding on the Parties and their heirs. The provisions of this Agreement are severable, and if any provision is held to be invalid or enforceable, it shall not affect the validity or enforcement of other terms. This Agreement sets forth the entire agreement between the Parties and supersedes all prior oral agreements or writings.

19. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County.

20. Notice. Any notices required under this Agreement shall be served upon the Parties via First Class U.S. Mail as follows:

Notice to City:

City of Post Falls c/o City Administrator
4087 N. Spokane Street
Post Falls, ID 83854

Notice to Employee:

<NAME>

21. Acknowledgment by Employee.

A. Employee acknowledges that they have carefully read and fully understand all the provisions of this Agreement, and that they knowingly, voluntarily and of Employee's own free will enter into this Agreement.

B. Employee acknowledges that the payment Employee is to receive under the terms of this Agreement in exchange for Employee's release and waiver is consideration to which Employee would not otherwise be entitled and that the consideration set forth herein is adequate and satisfactory.

C. Employee acknowledges that Employee's employment with the City will be permanently and irrevocably severed on or before the Termination Date and that the City has no obligation to re-hire, re-employ, recall, or hire Employee in the future.

<Signature page to follow>

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF CERTAIN
KNOWN OR UNKNOWN CLAIMS.**

Read, Understood, and Agreed to:

Employee:

<NAME>

Date:_____

Employer:

City of Post Falls

By:_____
_____, Mayor

Date:_____

ATTEST:

_____, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
 : ss
County of Kootenai)

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

Signature of notary public

(Stamp above)

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on _____ by _____.

Signature of notary public

(Stamp above)

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Maplewood Avenue Rights-of-Way Assignment

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes the Mayor to sign the United States Department of Interior, Bureau of Land Management's Right-of-Way Assignment form assigning rights-of-way on Maplewood Avenue, fronting the old pump house site, from the Post Falls Highway District to the City.

DISCUSSION:

In February 2008, the City entered into a Memorandum of Understanding (MOU) with the U.S. Bureau of Land Management (BLM) concerning the development of a joint recreation site of the old pump house site on the Spokane River, and accessed by roadway from Maplewood Avenue. The site is generally located adjacent to the eastern boundary of the Riverside Harbor Subdivision on the south side of Maplewood Ave. The BLM has installed the park improvements and City of Post Falls Water service has been extended to the site. In accordance with the MOU, the City will maintain park improvements and exert primary management and law enforcement authority at the site. To complete the City's obligations, future consideration by the Council will need to be taken for annexation of the site into the City. City Parks & Recreation are working with the BLM to update the current MOU.

Prior to consideration of annexation, existing grants of rights-of-way that front the site need to be assigned from the Post Falls Highway District (PFHD) to the City. Assignment of rights-of-way to the City will allow the City to then complete the necessary acquisition of additional rights-of-way from the BLM to accommodate future Maplewood Avenue roadway improvements. Primary maintenance of this 250-foot section of roadway is provided by the PFHD, with the exception of winter maintenance (snow removal / deicing), which is provided by the City. With the assignment of rights-of-way to the City, the City would become responsible for all the maintenance of the roadway segment in question. It should be additionally noted, that rights-of-way in this area have been transitioning from County to City and would reduce an existing 600 foot (+/-) island of county pocket that is 0.4 miles from the next closest segment of roadway within the PFHD jurisdiction. The Post Falls Highway District took action allowing their Superintendent (Michael Lenz) to sign and consent to the assignment of right-of-way on September 5, 2024.

There is no cost to the City for assignment of rights-of-way other than the assumption of typical roadway maintenance costs above and beyond the winter maintenance that the City already incurs.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 2008 - Memorandum of Understanding; concerning the joint recreation site planning, development and maintenance of the old pump house site on the Spokane River.

APPROVED OR DIRECTION GIVEN:

Council approved execution of the Memorandum.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Roadway maintenance costs of 250 feet of roadway.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Right-Of-Way Assignment for Signature
2. 2008 Memorandum between BLM and City (for reference)
3. Right-Of-Way Grant to PFHD - SN 32524 (for reference)
4. Maplewood Avenue right of way assignment BLM

UNITED STATES
DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
COEUR D'ALENE FIELD OFFICE

RIGHT-OF-WAY ASSIGNMENT

Assignor Consent:

Post Falls Highway District does hereby consent to assign to
[NAME OF ASSIGNOR AS SHOWN ON EXISTING RIGHT-OF-WAY GRANT]

City of Post Falls, all undivided right, title, and
[NAME OF ASSIGNEE AS SHOWN ON APPLICATION]

interest in and to right-of-way grant number IDI- 32524, if approved by the

United States Department of Interior, Bureau of Land Management.

Michael C. Lutz 9/5/2024

Assignee Agreement:

The City of Post Falls does hereby make application for
[NAME OF ASSIGNEE AS SHOWN ON APPLICATION]
approval of the above assignment of right-of-way grant number IDI-_____.

This application is made pursuant to the regulations in Title 43 Code of Federal
Regulations Part 2800.

The City of Post Falls, the undersigned applicant, agrees
[NAME OF ASSIGNEE AS SHOWN ON APPLICATION]
to comply with and be bound by all terms and conditions of the right-of-way grant.

Signature of Assignee

Date

Mayor
Title

MEMORANDUM OF UNDERSTANDING

Among:
U.S. Bureau of Land Management, Coeur d'Alene Field Office
and
City of Post Falls, Idaho

Concerning:
Joint Recreation Site Planning, Development and Maintenance of
The old Pump House Site on the Spokane River

I. PURPOSE:

This memorandum of Understanding (MOU) establishes responsibilities and provides guidance for coordination and cooperation between the Bureau of Land Management (BLM) and the City of Post Falls (the City) for the joint management of the old pump-house site located on the Spokane River.

II. OBJECTIVE:

The objective for establishing this MOU is to form a partnership that achieves efficient and effective site management and provides high quality public service and day-use community park facilities to recreational users on the Spokane River.

III. AUTHORITY:

The BLM enters into this MOU under the authority of Section 307 (b) of the Federal Land Policy and Management Act of 1976 (43 U.S.C 1701 et seq.).

IV. AGREEMENT (Responsibilities):

A. The Bureau of Land Management will:

1. Retain the old pump-house site in federal ownership.
2. Participate in public scoping meetings led by the City to identify and determine community park development needs and preferences for the old pump-house site.
3. Complete an environmental review of proposed development actions and perform cultural and endangered species consultation requirements as necessary.
4. Authorize and permit any necessary utility purposes on the property.

B.

The City of Post Falls will:

1. Lead public scoping meetings to identify and determine community park development needs and preferences for the old pump-house site.
2. Design, develop and maintain all park improvements.
3. Obtain all necessary permits, authorizations or utility easements to the property boundaries for development of park facilities.
4. Exert primary management and law enforcement authority.

V. ADMINISTRATION:

A. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.

B. Participants will keep open lines of communication in order to discuss issues or concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

C. Each participant shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of their own officers, agents and employees.

D. Site identification sign(s) will recognize each participant.

E. There is a long-term need for this MOU. It will continue indefinitely until cancelled. The participants will review this MOU at least every five years to determine its adequacy, effectiveness and continuing need.

F. Any participant may propose changes to this MOU at any time. Changes will be in the form of amendments and will become effective upon authorized signature of all participants.

G. Participants may terminate this MOU by providing 90 days written notice to the other participants.

H. Facility improvements provided and maintained by the City under the terms of this agreement shall be the property of the City.

I. Upon termination of this MOU, facility improvements belonging to the City will be removed by the City. With written permission from the BLM, facilities may be abandoned and remain on-site. Facilities allowed to be abandoned shall become the property of the BLM.

J. This MOU becomes effective beginning on the date of last approving signature below and shall remain in effect until amended or terminated.

APPROVED:

BUREAU OF LAND MANAGEMENT

Eric Thomson
Eric Thomson, Field Manager

2/27/08
Date

CITY OF POST FALLS

Mayor Clay Larkin
Clay Larkin, Mayor

2-22-08
Date

ATTEST:

Caryl Fairhurst
City Clerk



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT CORRECTION
SERIAL NUMBER IDI 32524

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

- a. By this instrument, the Holder:

Post Falls Highway District
5629 E. Seltice Way
Post Falls, ID 83854

receives a right to operate, maintain, and terminate a road right-of-way (ROW) for access across public lands as follows:

Boise Meridian, Idaho
T. 50 N., R. 4 W.,
Sec. 7, portion of **lot 12**;
Sec. 8, portion of **lot 9**.

Near an area commonly known as Ross Point Recreation Area.

- b. The right-of-way (ROW) granted herein is 250 feet long by 30 feet wide and contains approximately 0.17 acres, more or less.
 - c. This instrument shall terminate on **December 31, 2051**, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
 - d. This instrument may or may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
 - e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT RENEWAL
SERIAL NUMBER IDI 32524

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

- a. By this instrument, the Holder:

Post Falls Highway District
5629 E. Seltice Way
Post Falls, ID 83854

receives a right to operate, maintain, and terminate a road right-of-way (ROW) for access across public lands as follows:

Boise Meridian, Idaho
T. 50 N., R. 4 W.,
Sec. 7, portion of lot 5;
Sec. 8, portion of lot 1.

Near an area commonly known as Ross Point Recreation Area.

- b. The right-of-way (ROW) granted herein is 250 feet long by 30 feet wide and contains approximately 0.17 acres, more or less.
- c. This instrument shall terminate on **December 31, 2051**, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may or may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices. *Per 43 CFR 2806.14 you are exempt from rent because you are a Federal, state, or local government or its agent or instrumentality.*

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and skillful manner so as to ensure protection of the environment and the health and safety of the public.

Attachments:

Exhibit A: Right-of-Way Map
Exhibit B: Stipulations

IDI 32524

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

J. Ryan Reese
(Signature of Holder) ~~Authorized Officer~~sm
CDM Field Manager
(Title)
2/18/2022
(Date)

Michael C. Jones
(Signature of Authorized Officer) ~~Holder~~sm
Director of Highways
(Title)
2/16/2022
(Date)

10/10/10

10/10/10

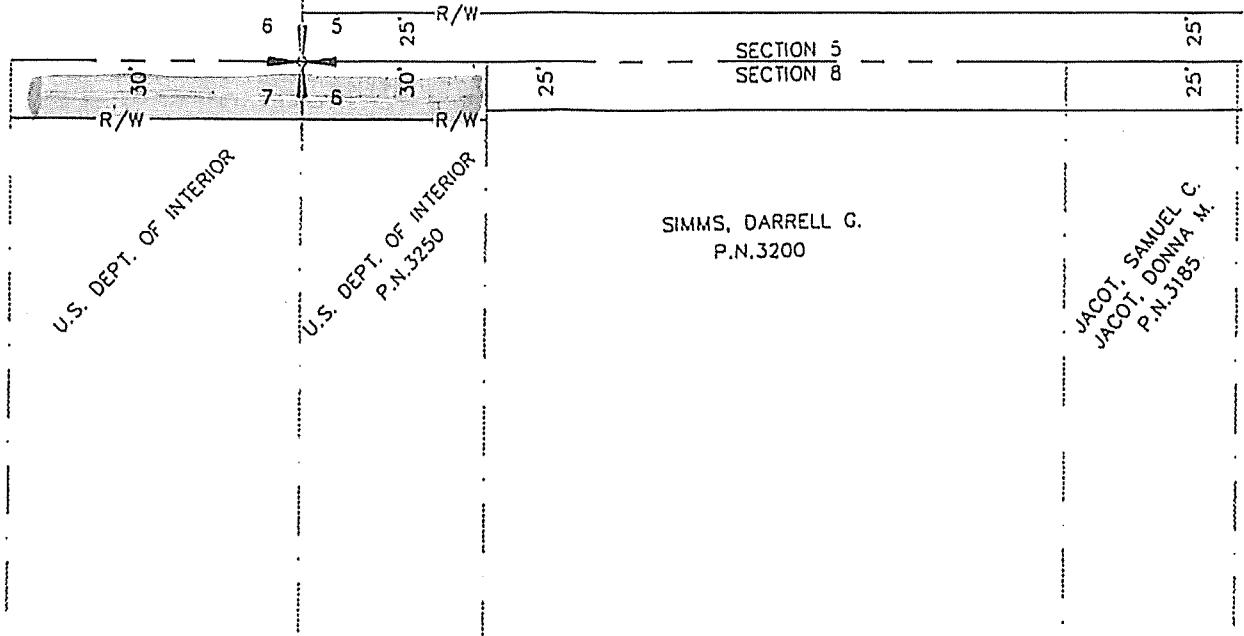
EXHIBIT A

IDI-32524
Post Falls Highway District
Road Right-of-Way

Right-of-Way

Public Land

LIVINGSTON, RALPH L.
T.N.718



PROPOSED RIGHT OF WAY
ON OHIO MATCH AVENUE

RUEB - YEAGER & ASSOCIATES, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
219 PINE ST., SANDPOINT, ID. 83864 (208)265-4629
EAST 5685 SELICE WAY, POST FALLS, ID. 83854 (208)667-2464
103 NORTH JACKSON, MOSCOW, IDAHO 83843 (208)883-3755

SCALE: N.T.S.
PROJECT NO. 102M DRAWN BY: JAC
DRAWING NO. 102M-EXH4 CHECKED BY: KED
PLOT DATE: 02/13/98 SHEET: 1 OF 8

General Terms

1. This ROW allows a non-exclusive use of public lands. Removal of timber resources from within the ROW is not allowed by this grant and must be authorized under separate authority.
2. The holder shall conduct all activities associated with the operation, maintenance, and termination of the ROW within the authorized limits of the ROW.
3. No gates, signs, barriers, obstructions, or other impediments are allowed on public lands, unless specifically authorized.
4. The United States will not be held liable for any damage to the holder's facilities caused by the general public or as a result of fire, wind, or other natural disasters.
5. The holder shall designate a representative who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when construction and/or surface disturbing activities are underway.
6. The holder will notify the authorized officer of any change of mailing address within 30 days of such change.
7. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.
8. The Holder shall not interfere with public land management practices of the BLM or any authorized BLM operators, licensees, resource purchasers, agents, or public.
9. The holder of this right-of-way grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.
10. The authorized officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his judgement, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.

11. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior to termination, of the grant.
12. Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pre-termination conference. This conference will be held to review the termination provisions of the grant.
13. This grant may be assigned to a new holder with the approval by the authorized officer but does not allow sub-granting rights.
14. There is reserved to the authorized officer, the right to grant additional rights-of-way or permits for compatible use on, over, under or adjacent to the land involved in this grant.

Notice to Proceed

15. The holder shall contact the authorized officer at least 15 days prior to the anticipated start of construction/realignment and/or any surface disturbing activities. Surface disturbing activities are not considered routine maintenance. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with the construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plan(s) of development.
16. The holder shall not initiate any construction or other surface disturbing activities on the ROW without prior written authorization from the authorized officer. Such authorization shall be a written notice to proceed issued by the authorized officer. Any notice to proceed shall authorize construction or use only as therein expressly stated and only for the particular location or use therein described.

Cultural

17. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values.

18. Pursuant to 43 CFR 10, the Holder of this authorization must immediately notify the authorized officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4 (c) and (d), the Holder must stop activities in the vicinity of the discovery and protect it until notified to proceed by the authorized officer. The BLM Authorized Officer will determine avoidance, protection or mitigation measures in consultation with the Holder, Idaho SHPO, and affected Tribes.

Noxious Weeds/Vegetation Management

19. Routine maintenance activities that includes removal of vegetation should occur outside of the primary nesting season for migratory birds (April 1 – July 15) to reduce destruction of nests, disturbance or injury to adult birds, and mortality or harm to nestlings or eggs.
20. Holder is responsible for controlling noxious weeds within the right-of-way area. Methods of weed control will be determined by the authorized officer.

Hazardous Materials and Toxic Substances

21. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
22. Holder shall comply with all applicable Federal, State and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any Hazardous Material, as defined in this paragraph, that will be used, produced, transported or stored on or within the right-of-way, or used in the operation, maintenance or termination of the right-of-way. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the CERCLA of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the RCRA of 1976, as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

23. Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the CERCLA of 1980, 42 U.S.C. 9601, et seq. or the RCRA of 1985, 42 U.S.C. 6901 et seq.) on the right-of-way unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

Fire Prevention and Control

24. During conditions of extreme fire danger or when the State of Idaho and/or the BLM Idaho State Director issues a fire restriction order, operations shall be limited or suspended in specific areas, or additional measures may be required by the authorized officer.
25. In accordance with 43 CFR 2805.12(d) (or subsequent revisions), the Holder shall do everything reasonable to prevent wildfires on or in the immediate vicinity of the ROW. The Holder will immediately report fires to the BLM authorized officer and take all necessary fire suppression actions, when safe to do so, with their personnel and equipment on any fires they cause to ignite.

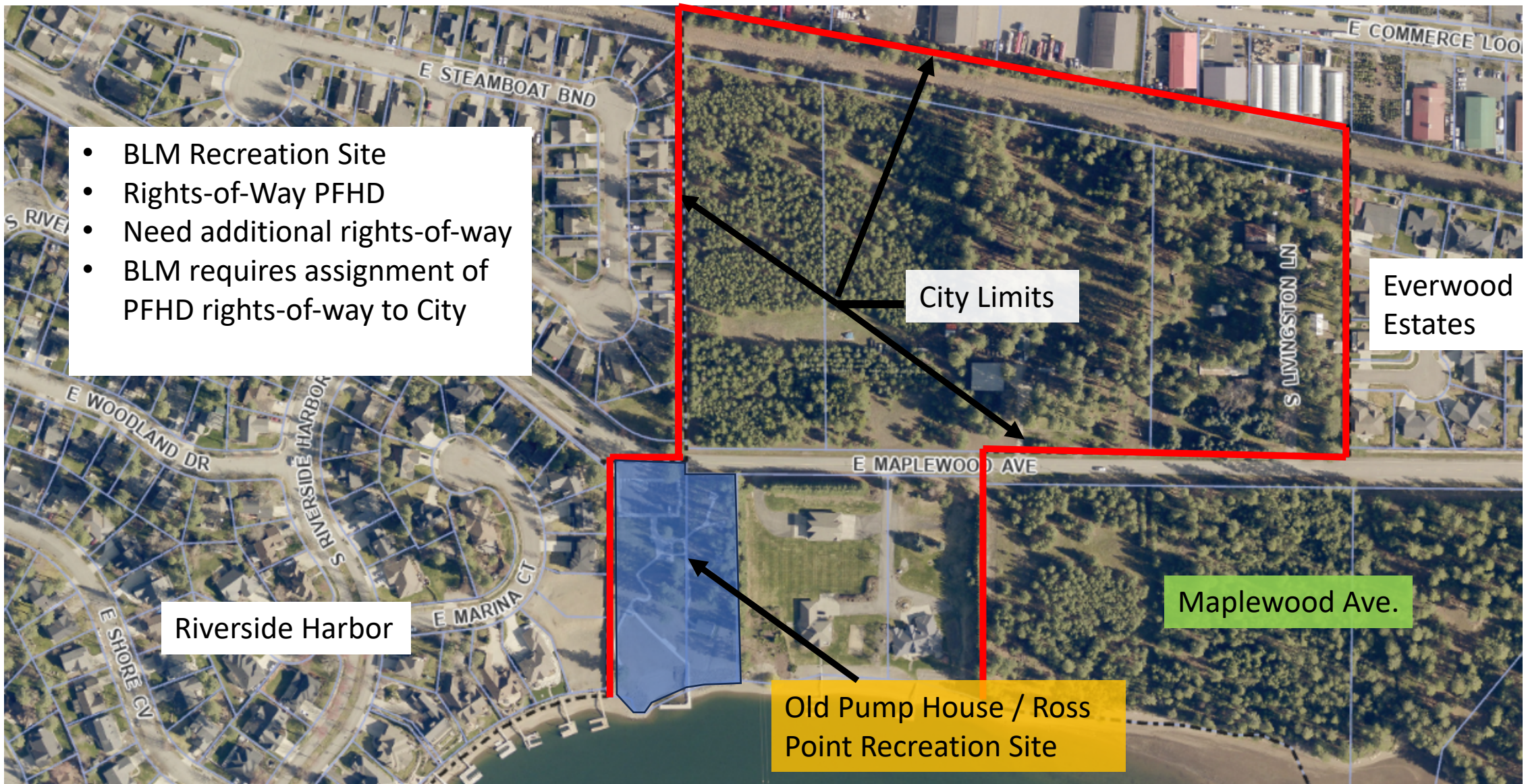
Maplewood Avenue Right-of-Way assignment

Robert S. Palus, PE –
City Engineer

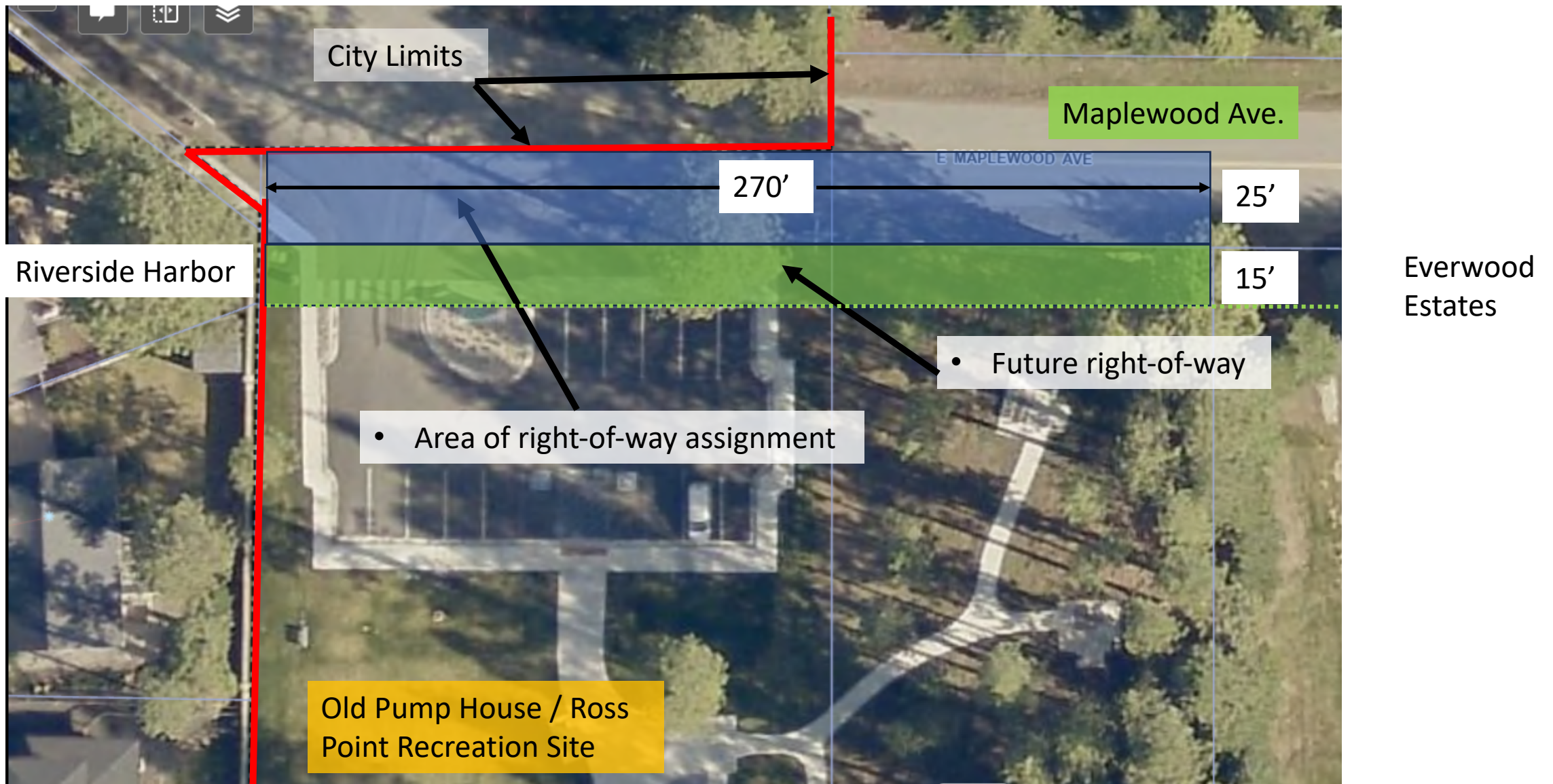
Community Development /
Engineering

October 1, 2024





Maplewood Avenue – right-of-way Assignment



Maplewood Avenue – right-of-way Assignment



Maplewood Avenue – right-of-way Assignment

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 10/1/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: Engineering and Design Services Agreement for The Guy Road Lift Station Abandonment and Gravity Sewer Line

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Agreement with Welch Comer Engineers for the design of the Guy Road Lift Station (LS) Abandonment and Gravity Sewer Line.

DISCUSSION:

The Guy Road Lift Station project was identified in the 2019 Collections System Master Plan and supplemented with the 2021 Prairie and Idaho Sewer Study. This supplemental study was a result of development interest in the Guy Road and Fisher Sewer Basins. This study provided a refinement of the previous planning assumptions to confirm improvements and identified additional infrastructure needs in this area.

Recently, Welch Comer Engineers was selected from the City's 2023-2024 Consultant Roster for the Engineering and Design of the Guy Road Lift Station Abandonment. The Fisher Sewer basin improvements include a series of phased capital projects, anticipated to occur over the next 5–10 years. This project design is the first phase of improvements and will include the decommissioning of Guy Road lift station by designing a deep gravity sewer trunk line to bypass the Guy Road lift station and terminate at the existing Fisher lift station to the West.

This project also includes the design of the connecting sewer trunk line on Chase Rd from Prairie Ave to Fischer Ave as identified in the 2021 Prairie and Idaho Sewer Study. This Agreement with Welch Comer will authorize the design, engineering and bid phase services for the project. Anticipated completion of the design phase with bid ready contract documents is Spring 2025. The addition of construction phase services may be negotiated with Welch Comer at a future date.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Not Applicable.

APPROVED OR DIRECTION GIVEN:

Not Applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

This project is budgeted under the Fisher Lift Station Upgrade, as a capital improvements project. The total cost of this Agreement is \$475,000.00 and includes a Management Reserve of \$25,000.00. In the event additional tasks or services are required, the Public Works Director is authorized to direct the consultant to perform those tasks, up to \$25,000. Council approval is for the requested amount of \$475,000.00

BUDGET CODE:

652-463.3232.95520

ATTACHMENTS:

1. 20240905 PF Guy Road Agreement
2. 08-01-24 Guy Road LS Abandonment and Gravity Sewer Line Engineering and Design Contract

CITY OF POST FALLS:

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

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

City Project Manager: Jaxon Fleshman, Project Manager. Phone: (208) 262-7357
Email: jfleshman@postfalls.gov

CONSULTANT:

Welch Comer & Associates, Inc.
330 E. Lakeside Avenue, Ste 101
Firm Project Manager: Ashley Williams, P.E. Sr. Project Manager. Phone: (208) 664-9382
Email: awilliams@welchcomer.com

THIS AGREEMENT made and entered into by and between the City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the “**City**,” and Welch Comer & Associates, Inc. having offices for the transaction of business at 330 E. Lakeside Avenue, Ste 101 hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “Parties.”

W I T N E S S E T H:

WHEREAS, the City desires to provide Preliminary Design, Design, and Bid Phase Services for the design of a new gravity sewer main between the existing Guy Road Lift Station and the existing Fisher Lift Station. The project will also include an extension of the Prairie Gravity Sewer Line near the Chase Road intersection, south to Fisher Road , within the City; and

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

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

ARTICLE 1. SUBJECT AND PURPOSE

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

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. PROJECT LOCATION: This project will be in the City of Post Falls.

2.2. SCOPE/STATEMENT OF WORK: The Consultant will provide the professional services described in the Scope of Services attached hereto as **Exhibit “A”**, which is incorporated herein by reference. All services required hereunder will be performed by the Consultant or under the Consultant’s direct supervision, and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services. The Consultant must coordinate work with the City Project Manager or their representative.

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

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

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

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

ARTICLE 3. COMPENSATION

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

expenses, will not exceed \$475,000 without an Amendment to the Agreement, approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Amendment to the Agreement.

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

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

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

3.5. METHOD OF PAYMENT: The City, in its sole discretion, may elect to make payment by warrant (check), or Automated Clearing House (ACH). The pricing submitted by the Consultant and accepted by the City includes applicable payment terms and any fees incurred by the Consultant through their financial institutions in taking any of the above-referenced payment methods. No additional fees or charges to the City shall apply unless otherwise pre-approved by the City.

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

ARTICLE 4. INSURANCE

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

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

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

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

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

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

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

ARTICLE 5. CONTRACT TERMINATION

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

5.2. TERMINATION BY CITY: The City may terminate this Agreement with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon the Consultant's itemized breakdown and documentation that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

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

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

ARTICLE 6. INDEMNIFICATION

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

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

6.3. U.C.C., LIENS, ETC. The Consultant's indemnification shall expressly include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code or other statutory or contractual liens or rights of third parties, including taxes accrued or accruing as a result of this Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. CITY OWNS INSTRUMENTS OF SERVICE: Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title, and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others, which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed or this Agreement is canceled before expiration contingent upon payment for the creation and preparation of such materials. Use or reuse of Materials or Instruments of Service for any purpose other than intended by this Agreement shall be at the City's sole risk and without legal liability or exposure to Consultant. City shall indemnify, defend, and hold harmless Consultant against any claims, damages, or expenses, including attorney's fees, resulting from said reuse.

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

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

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any

intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option) the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringes upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments, and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise. In that case, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

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

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

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

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

8.11. NOTIFICATION: All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States

mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

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

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

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

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

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

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

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or

territories under its control as those terms are defined in the “Anti-Boycott Against Israel Act” (Idaho Code 67-2346).

- b. **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.
- c. **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
- d. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

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

- 1. Amendments; and
- 2. This Agreement; and
- 3. Exhibit “A” Scope of Work; and
- 4. Exhibit “B” Nondiscrimination Requirements; and

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY:

Shannon Howard
City Clerk

Date: September ____, 2024

CONSULTANT

Necia Maiani

Necia Maiani, P.E., Vice President
Welch Comer & Associates, Inc.

Date: September 10, 2024

State of Washington)

County of SpoKane) : ss

On this 10th day of September, 2024 before me, a notary for the State of Washington, personally appeared Necia Maiani, P.E. who, being by me first duly sworn, declared that they are a Vice President of Welch Comer & Associates, Inc. that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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



Lina Turner
Notary Public for the State of Idaho
Residing at: Post Falls, ID
My Commission Expires: 12/1/2026

Exhibit A

City of Post Falls

Guy Road LS Abandonment and Gravity Sewer Line

Scope of Work

1. Background Information

- 1.1. Consultant previously completed a feasibility study, dated June 2024, to evaluate options for the Guy Road Lift Station. This document is referred to as the Feasibility Memorandum and is included as Attachment A to Exhibit A). Options included:

- i. Option 1: decommission and bypass through gravity main ["Guy Road Lift Station Bypass (Fisher Road Sewer Main, ends at Chase Road Intersection)"]
- ii. Option 2: maintain the lift station; complete minor upgrades and replace in the next 10 years

Other infrastructure was identified in the Feasibility Memorandum to serve growth in the project area that pertains to this scope of work, including:

- i. Item B: Trunkline on Chase from Prairie to Fisher ("Chase Road Sewer Main")
- ii. Item C: Trunkline on Fisher from Chase to Fisher Lift Station ("Fisher Road Sewer Main")

It is important to note that Option 1 and Item C will need to be completed together in order to achieve the Guy Road Lift Station bypass, since it is anticipated that Item B and C will not proceed ahead of the bypass. Item B should be included in the preliminary design for Item C in order to achieve appropriate grades for future connection. Alternatively, Item B could be completed with Option 1 and Item C as one large project.

The City elected to proceed with Option 1 and Items B and C.

- 1.2. Consultant will provide Preliminary Design, Design, and Bid Phase Services for the design of a new gravity sewer main between the existing Guy Road Lift Station and the existing Fisher Lift Station. The project will also include an extension of the Prairie Gravity Sewer Line near the Chase Road intersection, south to Fisher Road; the Owner may elect to bid this project at a future date but wishes to complete design in conjunction with the Guy Road Lift Station Bypass and Fisher Road Sewer Main.
- 1.3. It is important to note a Preliminary Engineering Report for the decommissioning of the lift station is contracted under a previous agreement and is currently underway.

2. Project Description

- 2.1. City intends to construct a gravity sewer main to allow the existing Guy Road lift station to be taken out of service. The new main will begin at the Guy Road lift station, generally proceed south on Guy Road, west along Fisher, and tie into an existing gravity manhole north of the Fisher lift station. The new sewer line is estimated to be approximately 20-40 feet in depth and approximately 4,300 lineal feet. Once the new gravity main is in operation, the Guy Road lift station will be decommissioned. The proposed alignment will require replacing the two (2) existing inlet lines (approximately 200 lineal feet) to the Guy Road lift station and installing them on a flatter slope, as determined by the feasibility phase of this project.

Additionally, the City intends to construct a gravity sewer line, extending from the end of the gravity line in Prairie near the Chase Road roundabout. The new sewer line will generally proceed west along Prairie and then south on Chase to Fisher Road. The new sewer line is estimated to be approximately 20-30 feet in depth and approximately 2,350 lineal feet. The alignment through the roundabout area may be bored or open cut

depending on the results of the preliminary engineering phase and property owner easement negotiations.

3. Scope of Services

3.1. Engineer will perform the following tasks:

A. Survey Phase:

- i. Establish survey project control suitable to last the duration of the project up to and including construction. The project will be completed on NAD 83/2011 Idaho West Zone horizontally and NAVD 88 vertically.
- ii. Conduct topographic fields survey of selected gravity sewer alignment.
- iii. Prepare topographic survey base map.
- iv. Research and draft existing pertinent right of way records including but not limited to subdivisions and records of survey along the project corridor.
- v. Title reports, which will be obtained by the City, will be mapped for existing property and easement information.
- vi. Perform search for existing monuments.
- vii. Establish right of way suitable for construction. The right of way will be established based on a combination of found monuments and research.

B. Geotechnical Investigation and Report:

- i. Engage with geotechnical subconsultant to conduct minor field investigation consisting of four (4) exploratory borings 40 feet deep, and prepare geotechnical report with soil conditions, recommendations for trench excavation and backfill as well as potential sub-surface bore.

C. Preliminary Design Phase:

- i. Evaluate final pipe slope along proposed gravity sewer main alignment. Alignment will be as developed in the Feasibility Memorandum (refer to Attachment A to Exhibit A).
- ii. Verify the final recommended line size for gravity mains based on available slope and flow projections provided in the Feasibility Memorandum. Anticipated 24-inch diameter.
- iii. Evaluate open cut vs bored crossing options at roundabout.
- iv. Meet with City to review preliminary (30%) design, select final alignment, and verify assumptions.
- v. Prepare detailed design of gravity sewer main.
- vi. Prepare detailed design of Chase roundabout crossing.
- vii. Prepare plans for the abandonment of the existing Guy Road lift station.
- viii. Prepare bid documents and technical specifications. Front-end bidding and contract forms will consist of 2018 EJCDC standard; they will reflect City standards and will be coordinated with City legal department. Technical specifications will consist of CSI format.
- ix. Prepare Engineer's Opinion of Cost for 60% and 90% design packages.
- x. Conduct 60% design review with City. Include constructability review including work phasing, work sequence, and decommissioning of the lift station.
- xi. Conduct 90% design review with City.

D. Final Design Phase:

- i. Finalize plans and bid documents. Review bid documents and specifications internally (Quality Assurance/Quality Control).
- ii. Conduct 100% design review with City.
- iii. Prepare Engineer's Opinion of Cost for final bid documents and specifications.
- iv. Submit plans to IDEQ for review and approval. Incorporate IDEQ comments, assuming one (1) round of comments.
- v. Provide one (1) electronic set of bid documents to the City. Provide up to two (2) paper copies of the drawings to the City.

E. Bid Phase:

- i. Prepare advertisement for bid.
- ii. Participate in pre-bid meeting and site walkthrough with prospective bidders.
- iii. Respond to pre-bid questions and issue addenda as needed.
- iv. Participate in bid opening.
- v. Review bids and provide written recommendation of award.
- vi. Should the City decide to exclude the Chase Road sewer section from the bid, the proposed fee deduction is provided in Exhibit C.

F. Easement Assistance:

- i. Prepare up to 11 legal descriptions and exhibits for temporary or permanent easement acquisition.

G. Underground Utility Locates:

- i. Due to the difficulty in obtaining utility locates using the one call locating system, we have scheduled up to three (3) days or private underground utility locates by Advanced Underground Utility Locating.

H. Utility Coordination:

- i. Coordinate with outside utilities for existing utility alignments and elevation information. Anticipated utilities consist of Avista (gas and electric), Ziply Fiber, East Greenacres Irrigation District.
- ii. Conduct a preliminary design meeting with relevant utility providers. Coordinate with outside utilities for any projects that may want to be included with the City's sewer project.

I. Permitting Phase:

- i. Coordinate with Post Falls Highway District for encroachment permit requirements for alignment options on Prairie and Chase.
- ii. Prepare encroachment permit.
- iii. Assist City with encroachment permit for City jurisdiction.

J. Public Outreach:

- i. Review ownership (renter vs. owner-occupied) to evaluate needs for coordination in changing contacts.
- ii. Review bus routes (school district and Citi-link) and potential impact by project.
- iii. Prepare City webpage information and short video summary of project.
- iv. Prepare letter mailer to inform residents of project [on Fisher (between Guy and Chase) and within 500 feet of Fisher].
- v. Prepare door-hanger notification of project.
- vi. Conduct follow-up communication with property owners regarding specific needs.

K. Management Reserve:

- i. City allocated reserve to be administered as future contract amendments and as mutually agreed to by City and Engineer.

L. Assumptions:

- i. A feasibility analysis was prepared under a previous agreement. The feasibility of the project is summarized in a memorandum dated June 26, 2024 and is attached to this contract for reference. A preliminary engineering report for the lift station abandonment will be prepared as part of the previous agreement.
- ii. Title reports will be obtained by the City; Engineer will provide list and map of properties to obtain title reports.
- iii. Easement forms and language will be prepared by the City.
- iv. Easement negotiations and execution will be conducted by the City.
- v. The project will be funded with City Wastewater Capital funds.
- vi. Development of a SWPPP (stormwater pollution prevention plan) is excluded and determined not to be necessary for this project. Engineer will provide stamped memorandum providing outline of this determination to the City as part of the Preliminary Design Phase.
- vii. Construction Phase Services may be added under a separate Amendment following the pre-construction meeting with the Contractor. This amendment would not be considered part of the Management Reserve task.
- viii. Additional test pits to locate existing utilities are not included in this scope. City will locate the existing gravity sewer line in Prairie.

4. Schedule of Services

- A. Engineer will promptly begin work once authorized by City.
- B. Preliminary design phase (and 90% design documents) to be completed and submitted to City for review within eight (8) months of NTP¹.
- C. Final design document to be ready for bid within two (2) months after City comments received on preliminary design.
- D. Construction anticipated to begin 2025².

¹ This may depend on the successful negotiation of necessary easements, evaluated and communicated with the City in the preliminary design phase.

² This may be pushed to 2026 depending on successful negotiation of necessary easement and recommended bidding window based on discussions with local contractors.

Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

Exhibit C
City of Post Falls
Guy Road LS Abandonment and Gravity Sewer Line
Payment

A. Lump Sum Tasks

Payment for consulting services for the project shall be on the lump sum basis as listed below:

Survey	\$43,000
Geotechnical Investigation and Report	\$25,000
Preliminary Design Phase	\$198,000
Final Design Phase	\$100,500
Bid Phase	\$25,500 ¹
Total Lump Sum	\$392,000

¹This task will be reduced by \$9,500 should the City elect not to bid the Chase Road segment concurrently with the Fisher Road segment.

The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultants are INCLUDED in the above.

The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

With the Owner's permission Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

B. Hourly Tasks

Payment for consulting services for the project shall be on the hourly basis as listed below:

Easement Assistance	\$13,500
Utility Coordination	\$14,000
Underground Utility Locates	\$10,000
Permitting Phase	\$11,500
Public Outreach	\$9,000
Total Hourly	\$58,000
Management Reserve	\$25,000
Total Hourly with Management Reserve	\$83,000

An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

Engineer's Standard Hourly Rates are attached as Appendix 1.

Engineer's Reimbursable Rate Schedule is attached as Appendix 2.

With the Owner's permission, Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

C. Monthly Progress Payments

Partial payments shall be made upon request of the ENGINEER to cover the percentage of work completed and are not to be more frequent than monthly.

D. Final Payment

Final payment of any balance due the ENGINEER of the gross amount earned will be made promptly upon its verification by the OWNER after the completion of the work per the terms of this AGREEMENT contingent upon receipt of all bidding and construction documents, plans, maps, notes, reports, and other related documents which are required to be furnished under the AGREEMENT.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually, per Amendment to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$288.75/hour
Special Services – Accounting	\$183.75/hour
Expert Witness	315.00/hour
Public Involvement Specialist	131.25/hour
Principal Engineer III	309.75/hour
Principal Engineer II	299.25/hour
Principal Engineer I	294.00/hour
Sr. Project Manager	231.00/hour
Project Manager	210.00/hour
Engineer VII	273.00/hour
Engineer VI	204.75/hour
Engineer V	194.25/hour
Engineer IV	183.75/hour
Engineer III	162.75/hour
Engineer II	152.25/hour
Engineer I	141.75/hour
Engineering Assistant	84.00/hour
Sr. Engineer Tech III	147.00/hour
Sr. Engineer Tech II	141.75/hour
Sr. Engineer Tech I	126.00/hour
Engineering Technician	115.50/hour
Environmental Scientist	131.25/hour
Survey Manager	252.00/hour
Professional Land Surveyor II	199.50/hour
Professional Land Surveyor I	194.25/hour
Crew Chief II	136.50/hour
Crew Chief I	131.25/hour
Crew Member	115.50/hour
Survey Technician II	131.25/hour
Survey Technician I	126.00/hour
GIS Manager	162.75/hour
GIS Technician II	126.00/hour
GIS Technician I	110.25/hour
Engineering Designer I	152.25/hour
Cad Technician IV	141.75/hour
Cad Technician III	120.75/hour
Cad Technician II	115.50/hour
Cad Technician I	110.25/hour
Sr. Project Administrator	126.00/hour
Project Administrator	105.00/hour
Sr. Administrative Assistant	84.00/hour
Administrative Assistant	73.50/hour
No Charge Services	0.00/hour

Reimbursable Expenses Schedule

Reimbursable Expenses will be adjusted annually, per Amendment to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$1.98/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.03/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$0.99/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	\$0.67/Mile
Ortho Rectified Aerial Image	\$1,000/each
GPS Per Hour Billing	\$30.00/hour
GPS Per Hour Billing – Base and Rover	\$60.00/hour
Robotics Hourly Billing- 2 Man	\$35.00/hour
Robotics Hourly Billing – 1 Man	\$60.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	\$200.00/each
Virtual Surveyor Software	\$20.00/hour

Guy Road LS Abandonment and Gravity Sewer Line – Engineering and Design Services

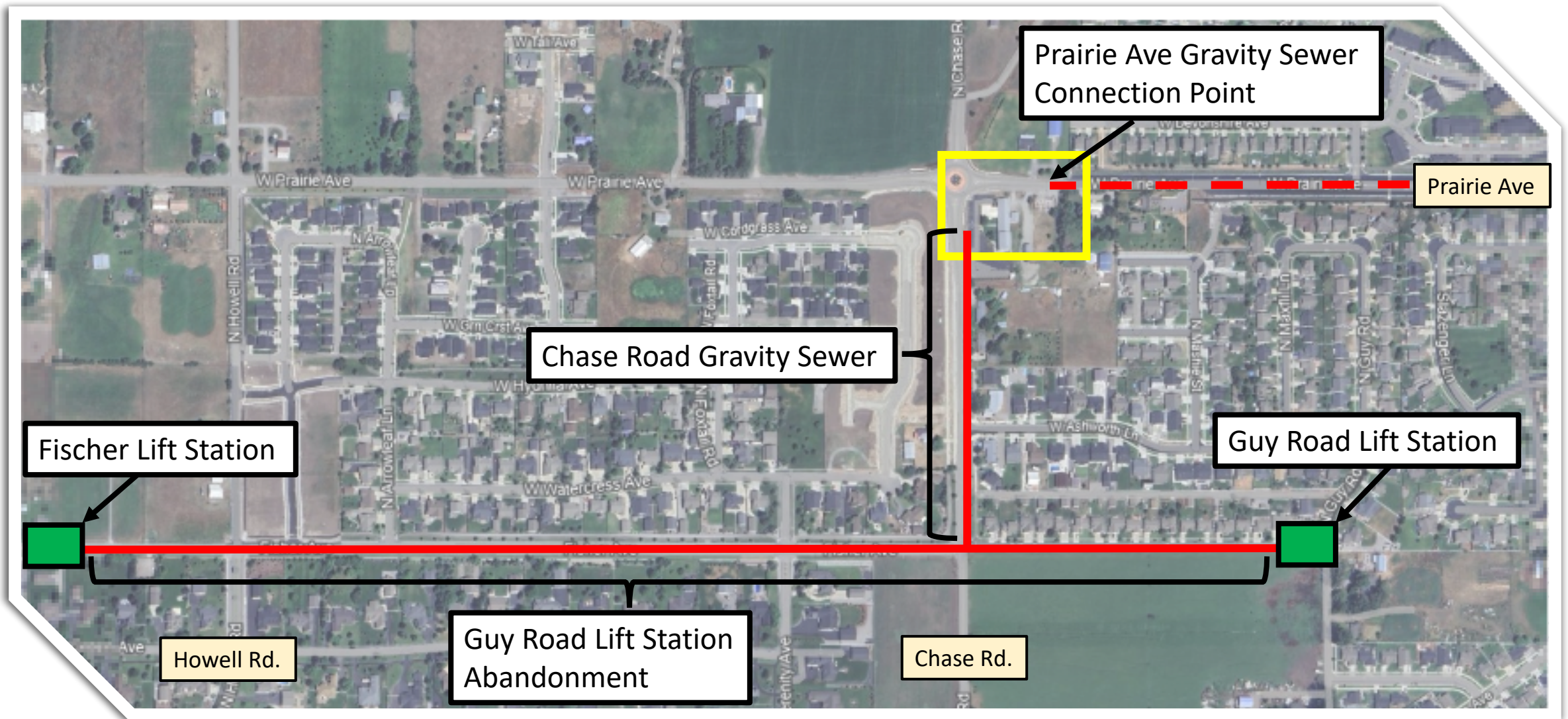
Jaxon Fleshman

Project Manager, Public Works

October 1, 2024



Fisher Sewer Basin



Project Background

- 2019 Collections System Master Plan
 - Identified improvements to Guy Road lift station
 - Identified a plan to accommodate future flows
- 2021 Prairie and Idaho Sewer Study
 - Proactively plan infrastructure in this specific area
 - Identified phased improvements in the Fisher Sewer Basin (5-10 yrs.)
- 2024 Guy Road Feasibility Study
 - Informed decision to move forward with this work.

Existing Guy Road LS



Welch Comer Contract

- Contract Provides:
 - Design and Engineering Services
 - Utility Coordination
 - Bidding Services
 - Public Outreach
 - Easement Assistance

Financials

Engineering and Design Services	\$450,000.00
Management Reserve	<u>\$25,000.00</u>
Total	\$475,000.00

Funded through Fisher Lift Station Upgrade Budget
652-463.3232.95520

*Construction phase services may be added at future date

Next Steps

- Bid ready documents – Spring 2025
- Construction – Intended to start Summer 2025



Questions?

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 10/1/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Justin Miller, Building Official

SUBJECT: Building Department Inspections Staff Report

ITEM AND RECOMMENDED ACTION:

To provide general information regarding the Building Division's role in the inspection process.

DISCUSSION:

The City's role in the building and inspection process is entirely different from that of private home inspectors. One of the primary differences between these two types of inspectors is the city's role in inspecting the safety and structural integrity of buildings using the adopted international building code. Certifications and experience are required for staff that inspect on behalf of the city.

Home inspectors are not required to have certifications, are hired by the homeowner, and are not limited to inspecting based on the adopted building code. Often, home inspectors will observe and report cosmetic flaws or issues with homes.

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:

ATTACHMENTS:

1. Inspector Powerpoint_2024



INSPECTIONS

Justin Miller
October 1, 2024

Objective

Provide information regarding the Building Division's role and responsibilities during the building inspection process and to clarify the differences between what a City building inspector's role is versus a home inspector.

City Inspections

Footing/
Foundation

Shear Nailing

Framing/
Insulation

Drywall

Final

Natural Gas
Piping

HVAC

Electrical

Plumbing

City Inspector's Responsibility

Minimum Code Requirements 2018 IRC/IBC

Life/Safety

Structural Integrity

Energy Code

City Inspector Required Certifications

Building Inspector	International Code Council Residential Building Inspector Certification.
	International Code Council Commercial Building Inspector Certification.
Mechanical Inspector	International Code Council Residential Mechanical Inspector Certification.
	International Code Council Commercial Mechanical Inspector Certification.
Electrical Inspector	Minimum 4 years experience as licensed Journeyman.
	Idaho State Electrical Board approved inspector's test.
Plumbing Inspector	Skilled in plumbing installations, minimum 5 years actual experience.
	Obtain applicable certificates of competency.

Home Inspector's Role

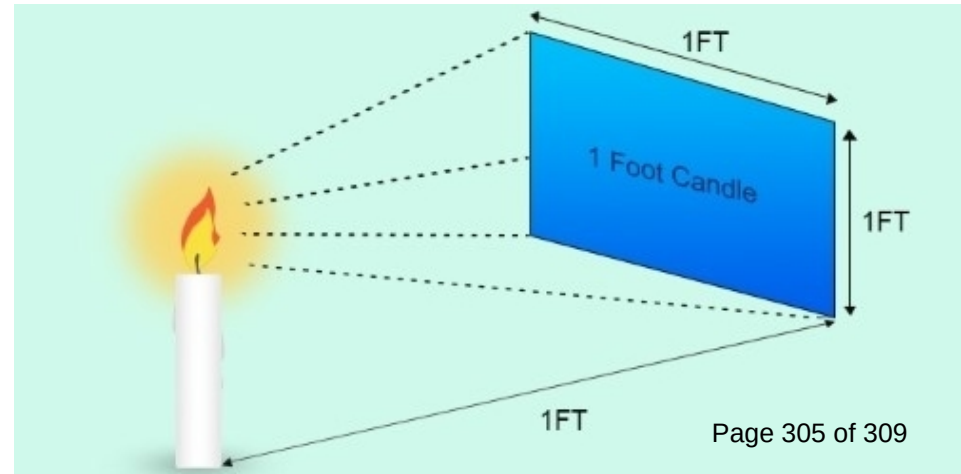
No certifications required in Idaho. There are agencies that provide certifications, but they are not required in Idaho.

Hired by a private individual to provide a report to disclose the conditions of the home that are readily accessible and observable.

Does not limit observations to life/safety issues only. Includes cosmetic, wear and tear.

Real-Life Examples Not Covered by City Inspections

- No window in living room. Building code does not require one.
- Not enough lighting. Minimum requirement is 6 footcandles at 30 inches above floor.





Window, door, or
cabinets
offset/crooked.
Interior door
difficult to open
or not aligned for
latching.



Cracked
windowsill





QUESTIONS?