



**CITY COUNCIL
MEETING AGENDA**

**November 21, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

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

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – November 7, 2023, City Council Meeting
- b. Payables October 31, 2023 - November 13, 2023

- c. September 2023 Cash and Investments
- d. Bobcat Toolcat Replacement
- e. Audit Engagement Letter
- f. Street Division Request to Surplus Vehicles
- g. Fleet Division Request to Surplus Vehicles
- h. Retail Village I, II and III Construction Improvement Agreements (Updated)
- i. Street Division Request to Surplus Equipment
- j. Prairie Trail Improvement Agreement with the Jacklin Land Company
- k. Street Division Request to Surplus Equipment and Vehicles
- l. Purchase of Compact Wheel Loader for the Parks Division
- m. Commercial Tracts at Prairie Crossing Subdivision Plat Application

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. DeAtley Annexation File No. ANN-23-1
- b. Bogie Annexation File No. ANN-23-2
- c. Copper Basin Prairie Annexation File No. ANN-23-3

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

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

4. NEW BUSINESS

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

ACTION ITEMS:

- a. Purchase of a New Paint Striping Truck
- b. Post Falls Community Forest Hazard Fuels Treatment Grant

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

- a. Idaho Code 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency
- b. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.

RETURN TO REGULAR SESSION

ADJOURNMENT

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Mayor Ronald G. Jacobson

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

Mission

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

Vision

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

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



**CITY COUNCIL
MEETING MINUTES**

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

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

WORKSHOP – 5:00 pm Basement Conference Room

Thoreson, Walker, Malloy, Ziegler, Borders, Shove - **Present**

a. North Channel Rehab - Avista

Avista came to inform the Council of a modernization program that will be starting at the dam. This project will include work on the north channel dam and modernization of the pumphouse. Work is expected to last until 2030.

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

- * It's Election Day, polls will be open until 8pm.
- * City Hall and City business offices will be closed this Friday, November 10th in observance of Veterans Day.
- * The City is hosting a Public Open House for our Transportation Master Plan Update on Monday, November 13th from 4 to 6 pm at City Hall. This open house is to hear from the residents and local businesses relative to opinions and recommendations on the Post Falls Transportation System. Your input is valuable to the process. If you are unable to attend, please go to the City's website to provide input and stay current with the process.
- * Join the Post Falls Police Department for Coffee with a Cop on Friday, November 17th 8 to 9:30 am at the Thomas Hammer on E. Mullan Ave. No agenda or speeches, just a chance to ask questions, voice concerns, and get to know the police department staff. The first cup of coffee is on us!
- * (From Chief McLean) We would like to thank the businesses and community members who supported the Police Department by bringing in flowers and meals while offering condolences for Officer McDaniel. Also, thank you to the numerous people who lined the streets in the pouring rain to show support for Officer McDaniel as he was escorted to the cemetery. Finally, I would like to thank the 400 plus officers from the Coeur d' Alene Police Department, Kootenai County

Sheriff's Department, Idaho State Police, and several other agencies reaching as far as Boise for their assistance and participation in the funeral of Officer McDaniel.

a. Safe Passage Presentation

Presentation was give on what is SafePassage and who it helps in the community.

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – October 17, 2023 City Council Meeting
- b. Payables October 10, 2023 - October 30, 2023
- c. Boyd's Landing Subdivision Plat Application
- d. Kootenai County Public Transportation Agreement
- e. August Cash and Investments
- f. Nagra Annexation Development Agreement
- g. Black Bay LWCF Grant Acceptance
- h. North Crown Zone Change Agreement
- i. Thompson Annexation Agreement
- j. Crack Sealer replacement
- k. Compact Excavator Purchase for the Urban Forestry Division
- l. Hargrave-Hathawy Annexation Agreement File No ANN-22-8

- m. Nagra Annexation File No. ANNX-22-11 Grant of Right-Of-Way
- n. Nagra Annexation File No. ANNX-22-11 Grant of Easements

Motion by Malloy to approve the Consent Calendar as presented.

Second by Borders.

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

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Ordinance - Snow Removal

Motion by Thoreson to place the Ordinance Snow Removal in its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING MUNICIPAL CODE CHAPTER 10.48 AND ADOPTING A NEW CHAPTER 10.48, REQUIRING THE OWNER OR LEESEE OF REAL PROPERTY TO REMOVE SNOW FROM PUBLIC SIDEWALKS ABUTTING THE PROPERTY, PROHIBITING PLACING SNOW, DIRT, DEBRIS, AND DE-ICER ON PUBLIC RIGHTS OF WAYS, PROVIDING THAT FIRST AND SECOND VIOLATIONS OF THIS ORDINANCE WITHIN TWO YEARS ARE INFRACTIONS PUNISHABLE BY FINES OR ONE HUNDRED AND THREE HUNDRED DOLLARS RESPECTIVELY, AND PROVIDING THAT A THIRD VIOLATION WITHIN TWO YEARS IS A MISDEMEANOR PUNISHABLE BY A FINE OF UP TO ONE THOUSAND DOLLARS OR BY IMPRISONMENT OF UP TO SIX MONTHS, OR BOTH; PROVIDING THAT

REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT;
PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL
FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION
ACCORDING TO LAW.

Motion by Thoreson to approve the Ordinance Snow Removal and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

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

Motion Carried

- b. Ordinance - Development Agreement Text Amendment TA-23-1

Motion by Thoreson to place the Ordinance Development Agreement Text Amendment TA-23-1 on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

Motion Carried

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

Motion by Thoreson to approve the Ordinance Development Agreement Text Amendment TA-23-1 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

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

Motion Carried

- c. City Hall Remodel – Amendment #2 to contract with Bernardo Wills

John Beacham, Public Works Director presenting: An existing project is under design to add office space to the administration and legal department areas of City Hall, as well as to make upgrades to the building security and council chambers. Part of the project was also to investigate acoustic issues in the rotunda and to make recommendations as to future uses for that space. In August, the scope of the project was expanded to investigate the concept of adding a public conference room to the second floor and to look into the possibility of adding a family restroom off the rotunda. Both of these concepts appear beneficial and feasible. This contract amendment with the architect Bernardo Wills, has been prepared to authorize the necessary design work for the new project elements as well as measures to mitigate the acoustics as recommended in the study. The amendment will also authorize Bernardo Wills to provide construction management services during the remodel project. That effort was not authorized at the time of the initial design contract. This amendment increase is \$158,420 and the funds will come from the budget for the contracts and professional line of the Capital Facilities Maintenance budget.

Motion by Malloy to approve the City Hall Remodel Amendment #2 contract with Bernardi Wills.

Second by Walker.

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

Motion Carried

d. Wastewater Service Truck Procurement

John Beacham, Public Works Director: A search has been conducted for a medium duty truck with a service box and a crane of sufficient capacity to meet the needs of the water reclamation system. Lead times for new vehicles and a subsequent crane body build and installation are approximately 12 months. In June, an attempt was made to procure a vehicle using sole source authorization. However, that vehicle was sold before the process could be completed. Other similar vehicles have also been sold before authorization could be sought, such as a unit from a custom truck-body builder. A local vendor told staff they were having a vehicle built which would match our specifications. The vendor indicated they would submit a bid, if offered, for the truck being built. Hoping to secure an agreement, staff placed a public bid notice and solicited formal bids. None were received, including from the dealer offering to do so. Further discussion indicates dealers are unwilling to commit to selling a vehicle before it arrives and then wish to sell it as quickly as possible. Staff requests authorization to purchase a suitable vehicle directly, \$250,000. This vehicle has been pursued for over a full year, without success.

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

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

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

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

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

WHEREAS, No bids were received by the city; and

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

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

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

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

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

The City attempted to procure the subject goods, the wastewater service truck, through a competitive bidding process as outlined in Idaho Code 67-2806, no bids were received.

The City Council finds it as a fact that the subject goods, the new wastewater service truck, can be more economically procured on the open market.

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

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

Motion by Malloy to approve the wastewater service truck procurement.

Second by Borders.

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

Motion Carried

- e. Ordinance - Nagra Annexation File No. ANNEX-22-11.

Motion by Thoreson to place the Ordinance Nagra Annexation File No. ANNEX-22-11 on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

Motion Carried

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

Motion by Thoreson to approve ORdinance Nagra Annexation File No. ANNEX-22-11 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

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

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

None

5. CITIZEN ISSUES

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None

6. ADMINISTRATIVE / STAFF REPORTS

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

a. Zoning Information Handout Presentation

Anna Staal, Planner 1 presenting: Anna went over the handouts the Planning department created to help people understand zoning in the City of Post Falls.

b. 2022 Impact Fee Report

Jon Manley, Planning Manager presenting: Impact fees are payments required by local governments for new development for the purpose of providing new or expanded public capital facilities required to serve the community and new developments. The fees are used to shift the costs of financing public facilities from the general taxpayer. A development impact fee report is a requirement for every governmental entity that collects impact fees. The fees shall not be used for any purpose other than system improvement costs to create additional improvements to serve new growth. In FY22, approximately \$4,905,300 were collected in impact fees and \$8,028,926 of impact fees were spent on roads, parks and public safety projects to assist with mitigating growth in the community.

7. MAYOR AND COUNCIL COMMENTS

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Mayor: It is getting dark earlier, please watch out for kids.

Malloy: Get out and vote.

8. EXECUTIVE SESSION

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ACTION ITEMS:

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

Motion by Thoreson to enter into Executive Session pursuant to Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated, further that no action will be taken during the session and the session will last no longer than 10 minutes.

Second by Malloy.

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

Motion Carried

Entered in to session at 6:45 pm.

Exited session at 6:53 pm.

RETURN TO REGULAR SESSION

ADJOURNMENT

6:53 pm

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Gracie Ficca, CSR/AP
SUBJECT: Payables October 31, 2023 - November 13, 2023

ITEM AND RECOMMENDED ACTION:

Check Run 11.22.23

DISCUSSION:

Check Run 11.22.23

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

1182909.87

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval 11.21.23
2. Hand Checks 11.22.23

Post Falls Check Approval



City of Post Falls

Packet: APPKT11827 - Check Run 11.15.23
Vendor Set: 01 - Vendor Set 01

Check Date: 11/15/2023

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14304	Greenview Cond Owners Assoc.				
APMWB	Check	11/09/23	Damage Deposit Refund	001-22080	250.00
VEN14891	North Idaho Mushroom Club				
APMWB	Check	11/02/23	Trailhead Damage Deposit Refund	001-22080	250.00
VEN14691	Tony Langella				
APMWB	Check	84307	Garden performance deposit refund	001-22080	40.00
Balance Sheet Accounts Total:					540.00
Dept: 411 Mayor & Council					
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5623	Veritas Advisors October 2023 Lobbying Fee	001-411.0000.62040	2,916.66
Dept 411 Total:					2,916.66
Dept: 412 Information Systems					
D070	Dell Marketing LP				
APMWB	Check	10704138990	XPS 9530 - Arbini	001-412.0000.80010	1,664.82
Dept 412 Total:					1,664.82
Dept: 413 General Services					
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	MS05000	City Admin iPad and keyboard	001-413.0000.80010	1,259.77
P4835	ProPrint				
APMWB	Check	64147	Shelly Business Cards	001-413.0000.63060	31.00
Dept 413 Total:					1,290.77
Dept: 414 Finance					
A4280	Anderson Bros. CPA's				
APMWB	Check	10284	Auditing planning and general procedures	001-414.0000.62091	3,500.00
C291	Coeur d' Alene Press				
APMWB	Check	0000013003-09012	Notice of Public Hearing FY 2024 Annual For	001-414.0000.62000	18.09
Dept 414 Total:					3,518.09
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000015838	Printing of Ordinance 1497	001-415.0000.62000	64.98
		0000015837	Printing of ordinance 1496	001-415.0000.62000	61.90
		CM0004819	AD 13977	001-415.0000.62000	-199.73
Dept 415 Total:					-72.85
Dept: 421 Police					
A0901	AT&T Mobility				
APMWB	Check	287291408138X102	Department MIFIs	001-421.0000.65030	1,572.28
		AT&T 28729140813		001-421.0000.65030	1,571.64
B160	Body By Scotty Towing				
APMWB	Check	45308	PFPD124 Vehicle Repairs	001-421.0000.67170	1,004.00
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	MR41388	PD Business pro 3 yr	001-421.0000.66043	284.05
VEN10854	Cellebrite Inc.				
APMWB	Check	INVUS260628	Cellebrite subscription	001-421.0000.63920	16,850.00
VEN14145	Charter Communications				
APMWB	Check	0337140102023	PD Internet	001-421.0000.65030	159.98
C220	Coleman Oil Co				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	CP-0051117	PD Fuel	001-421.0000.64030	6,501.39
		INV-117046A	Balance on short pay invoice	001-421.0000.67170	80.00
VEN14860	CollinsFlags.com				
APMWB	Check	I01324501	Flags for Veterans	001-421.0000.67020	1,529.21
C4106	CPS				
APMWB	Check	TR-INV003141	PD Applicant Testing	001-421.0000.64020	462.00
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	1289	PD K1144 Decals	001-421.0000.63060	510.00
VEN14874	Debra J Salish				
APMWB	Check	23-73	Uniform alterations - D Sanicola	001-421.4000.72000	43.00
		23-70	Uniform alterations - Casey	001-421.4000.72000	27.00
		23-69	Uniform alterations - Williamson	001-421.4000.72000	21.00
		23-76	Uniform alterations - Koontz	001-421.4000.72000	15.50
		23-74	Uniform alterations - Leavitt	001-421.4000.72000	12.00
		23-72	Uniform alterations - Dalke	001-421.4000.72000	30.00
S55000	Division of Occupational and Professional Licenses				
APMWB	Check	H000943-2023	Elevator annual certification	001-421.0000.68010	125.00
G020	Galls, LLC				
APMWB	Check	026034629	Uniform gear - Elliott	001-421.0000.67020	418.52
		026058881	Patrol pants - Williamson	001-421.4000.72000	96.99
		026068969	Patrol pants - Elliott	001-421.4000.72000	76.31
		026058855	Uniforms shirts - Leavitt	001-421.4000.72000	103.30
		026035161	Uniform Pants - Leavitt	001-421.4000.72000	81.04
		025884736	Uniform pants - Speer	001-421.4000.72000	122.06
		026062933	Patrol belt - Leavitt	001-421.4000.72000	46.71
		026058878	Uniform shirt - K9	001-421.4000.72000	141.22
		026058850	Uniforms - K9	001-421.4000.72000	371.87
		026045743	Honor guard shoes	001-421.4000.72000	73.60
VEN13191	Intermax Networks				
APMWB	Check	296258	Fiber to City Hall	001-421.0000.62040	475.00
VEN07726	Jon Dekeles				
APMWB	Check	110923	Chaplain stipend - October	001-421.0000.62370	125.00
K140	Kootenai Electric				
APMWB	Check	1588061 103023	Blossom Mtn electric	001-421.0000.65021	333.84
VEN14850	Legacy Heating and Cooling				
APMWB	Check	17190007	HVAC maintenance and diagnosis	001-421.0000.68030	1,150.00
VEN14015	Midway Hyundai				
APMWB	Check	170025	Tires - PFPD112	001-421.0000.67190	752.36
N001	Napa Auto Parts				
APMWB	Check	3688-259359	Core credit	001-421.0000.67100	-18.00
		3688-261672	Misc filters - PFPD138	001-421.0000.67100	45.53
		3688-257985	Battery - PFPD84	001-421.0000.67100	136.14
		3688-258077	Brakes - PFPD91	001-421.0000.67100	257.85
		3688-259242	Fluid reservoir - PFPD141	001-421.0000.67100	187.40
		3688-259321	Battery - PFPD125	001-421.0000.67100	140.87
		3688-261389	Misc shop supplies	001-421.0000.67100	138.77
		3688-260399	Battery - PFPD200	001-421.0000.67100	50.26
		3688-259241	Misc filters - PFPD113	001-421.0000.67100	53.75
		3688-260052	Misc filters for stock	001-421.0000.67100	90.23
		3688-262510	Oil filters - stock	001-421.0000.67100	24.48
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	49507	Applicant testing	001-421.0000.64020	50.00
VEN04173	Post Falls Nissan				
APMWB	Check	29355	Switch assembly - PFPD125	001-421.0000.67100	339.14
R251	Serights Ace Hardware				
APMWB	Check	348079/1	Misc nuts and bolts for shop	001-421.0000.67100	7.61
VEN14892	Shannon Jackson				
APMWB	Check	23PF30466	Refund of VIN fee	001-421.1514.33207	5.00
S275	Solar Eclipse				
APMWB	Check	49789	Windshield - PFPD120	001-421.0000.67100	269.00
VEN12205	SpectraSite Communications, LLC				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN14584	Check Sylint, LLC	4389835	Herborn tower lease	001-421.0000.62040	653.22
APMWB T0030	Electronic Funds Transf T-Mobile USA	19081	Monthly cyber security	001-421.0000.62040	9,332.00
APMWB VEN14681	Check Young CDJR of Burley LLC	986172479 102123	Officer Mobile Devices	001-421.0000.65030	2,024.01
APMWB VEN03255	Check Ziply Fiber	8C1133	New Patrol Car	001-421.0000.90020	32,497.00
APMWB	Check	2081971263-04261	PD telephones	001-421.0000.65030	616.00
		2087100197-10101	Ziply substation space rent	001-421.0000.65030	163.50
Dept 421 Total:					82,229.63
Dept: 423 Oasis					
VEN13446	Clayton Andersen Attorney at Law				
APMWB VEN14554	Check Kacey Wall, PLLC	CV28-23-0122	PD VSU client legal fees	001-423.1139.62380	1,495.00
APMWB VEN02102	Check Stevens, Randi M.	7518	VSU client legal fees	001-423.1139.62380	1,495.00
APMWB	Electronic Funds Transf	808	VSU Support group	001-423.1139.62380	920.00
		809	VSU Group counseling	001-423.1139.62380	736.00
VEN14365	Valiant Law				
APMWB	Check	10.11.23	VSU legal services 22-12505	001-423.1139.62380	1,495.00
Dept 423 Total:					6,141.00
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB D09750	Check DeVries Info Management	CP-0047431	Fuel Usage - October	001-424.0000.64030	110.79
APMWB	Check	0170442	Record Destruction	001-424.0000.63060	55.00
		0172498		001-424.0000.63060	55.00
P4835	ProPrint				
APMWB VEN14845	Check Smith & Malek, PLLC	64244	Business Card-Field	001-424.0000.63060	31.00
APMWB	Check	46540 FY23	Legal Fees- Prairie Trail Project	001-424.0000.62040	520.00
		46540	Legal Fees-Prairie Trail Project	001-424.0000.62040	3,550.00
Dept 424 Total:					4,321.79
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0051117	PD Fuel	001-427.0000.64030	253.27
Dept 427 Total:					253.27
Dept: 431 Streets					
T096	3M				
APMWB A365	Check American On-Site Services	9425588422	Black film	001-431.0000.63260	676.62
APMWB VEN12938	Check Caterpillar Global Services LLC	534621	Streets - Monthly Port-a-john cleanout	001-431.0000.68130	78.00
APMWB	Electronic Funds Transf	1100007179	Purchase of previously rented Loaders	001-431.0000.90010	121,000.00
		1100007176		001-431.0000.90010	121,000.00
		1100007177		001-431.0000.90010	121,000.00
		1100007180		001-431.0000.90010	121,000.00
VEN05261	CDA PAVING				
APMWB	Check	72879	Eco Blocks	001-431.0000.68010	260.00
		90369	Yard clean up - dumping concrete	001-431.0000.68130	267.53
		73075	Concrete for sidewalk repair - 508 rvrsl hrbr	001-431.0000.68150	1,231.50
C220	Coleman Oil Co				
APMWB VEN05260	Check ENVIROTECH SERVICES	CP-0047431	Fuel Usage - October	001-431.0000.64030	5,130.08
APMWB	Check	CD202401400	Ice slicer	001-431.0000.68080	1,567.52
		CD202401379		001-431.0000.68080	1,557.82

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	CD202401388	Ice slicer	001-431.0000.68080	1,555.88
		CD202401402		001-431.0000.68080	1,550.06
		CD202401389		001-431.0000.68080	1,548.12
		CD202401394		001-431.0000.68080	1,538.42
		CD202401401		001-431.0000.68080	1,534.54
		CD202401395		001-431.0000.68080	1,522.90
		CD202401387		001-431.0000.68080	1,435.60
		CD202401391		001-431.0000.68080	1,520.96
		CD202401392		001-431.0000.68080	1,439.48
		CD202401380		001-431.0000.68080	1,443.36
		CD202401385		001-431.0000.68080	1,519.02
		CD202401383		001-431.0000.68080	1,458.88
		CD202401406		001-431.0000.68080	1,507.38
		CD202401396		001-431.0000.68080	1,501.56
		CD202401404		001-431.0000.68080	1,464.70
		CD202401399		001-431.0000.68080	1,486.04
		CD202401407		001-431.0000.68080	1,482.16
		CD202401405		001-431.0000.68080	1,478.28
		CD202401378		001-431.0000.68080	1,561.70
		CD202401386		001-431.0000.68080	1,470.52
		CD202401382		001-431.0000.68080	1,472.46
		CD202401381		001-431.0000.68080	1,418.14
		CD202401393		001-431.0000.68080	1,617.96
		CD202401403		001-431.0000.68080	1,433.66
		CD202401390		001-431.0000.68080	1,577.22
		CD202401384		001-431.0000.68080	1,577.22
		CD202401398		001-431.0000.68080	1,571.40
		CD202401397		001-431.0000.68080	1,575.28
VEN01373	Intermountain Sign & Safety				
APMWB	Check	17905	White reflective HIP	001-431.0000.63260	693.75
		17888	Yield Signs	001-431.0000.63260	99.00
		17927	Aluminum Blank Square	001-431.0000.63260	225.00
K100	Kootenai County Solid Waste				
APMWB	Check	08-76764	General Refuse	001-431.0000.65050	3.25
		08-86962		001-431.0000.65050	11.70
		08-87696		001-431.0000.65050	2.60
		08-86838		001-431.0000.65050	21.45
		08-86936		001-431.0000.65050	11.70
		08-95365		001-431.0000.68150	9.10
		08-98540		001-431.0000.68150	1.95
N001	Napa Auto Parts				
APMWB	Check	3688-263759	Starter Fluid	001-431.0000.68150	5.80
R251	Serights Ace Hardware				
APMWB	Check	348605/1	Xylene Solvent	001-431.0000.63260	25.19
		349028/1	SS Clamps	001-431.0000.63260	12.92
		349062/1	Blinder clips & cup hooks	001-431.0000.63260	6.46
		348640/1	Caulkgun & Caulk	001-431.0000.68010	151.97
		348597/1	Tarp	001-431.0000.68150	66.58
T118	TPI Embroidery				
APMWB	Check	10652	Uniform item - Matt Powell	001-431.4000.72000	94.00
T1195	Traffic Safety Supply Co, Inc.				
APMWB	Check	INV064840	Aluminum sign blanks	001-431.0000.63260	860.55
VEN14310	US Fleet Tracking LLC				
APMWB	Check	455804	Monthly Vehicle tracking	001-431.0000.66016	539.10
Dept 431 Total:					539,874.04
Dept: 432 Public Works Administration					
C220	Coleman Oil Co				
APMWB	Check	CP-0047431	Fuel Usage - October	001-432.0000.64030	56.51
Dept 432 Total:					56.51

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 433 Facility Maintenance							
C220	Coleman Oil Co						
APMWB	Check			CP-0047431	Fuel Usage - October	001-433.0000.64030	188.69
Dept 433 Total:							188.69
Dept: 434 Fleet Maintenance							
VEN07171	208Tools						
APMWB	Check			11152394800	Soldering Clamps	001-434.0000.67090	91.75
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			93810	Ball valve - S237	001-434.0000.63011	95.16
				93943	Camlock & Bushings - S221	001-434.0000.63011	41.05
				93811	Camlock parts - S237	001-434.0000.63011	28.08
VEN13187	Checkr Inc						
APMWB	Electronic Funds Transf			1012135	October 2023 Background Checks	001-434.0000.62080	64.49
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4173693398	Laundry & Rug Service	001-434.0000.63160	127.41
				4172969791		001-434.0000.63160	79.76
C220	Coleman Oil Co						
APMWB	Check			CP-0047431	Fuel Usage - October	001-434.0000.64030	158.75
C3818	Cooper Fabrication, Inc.						
APMWB	Check			26709	Repair cracks in truck plow	001-434.0000.67170	510.15
VEN14707	Metro Express Carwash						
APMWB	Check			COPF September 2023	Car Washes - September	001-434.0000.68014	260.00
				COPF October 2023	Car Washes - October	001-434.0000.68014	230.00
N001	Napa Auto Parts						
APMWB	Check			3688-263587	Filters - fleet stock	001-434.0000.63011	28.27
				3688-264001	Trailer lights - S607	001-434.0000.63011	22.46
				3688-262643	Fuse - S217	001-434.0000.63011	2.68
				3688-264970	Oil - 5 qt	001-434.0000.63011	48.74
				3688-264770	Grote Lights - P111	001-434.0000.63012	88.88
				3688-262524	Air Filters - P475	001-434.0000.63012	34.30
				3688-264764	Filters - P111	001-434.0000.63012	21.11
				3688-264970	Oil - 5 qt	001-434.0000.63012	48.74
				3688-264679	Fleet Stock	001-434.0000.63012	19.34
				3688-264086	V-Belt - P472	001-434.0000.63012	17.15
				3688-263500	Spark Plug & boot - B106	001-434.0000.63013	168.12
				3688-264970	Oil - 5 qt	001-434.0000.63013	48.74
				3688-262722	Extractor tools	001-434.0000.67090	65.07
				3688-264879	Nitrile Gloves	001-434.0000.67120	12.61
VEN14571	Pacific Golf & Turf LLC						
APMWB	Check			P898020SPO	Filter & parts - P475	001-434.0000.63012	122.07
P180	Perfection Tire						
APMWB	Check			1064993	Tire & Mount - Parks	001-434.0000.67190	134.88
R251	Serights Ace Hardware						
APMWB	Check			348884/1	Ladder & Gas Can - S221	001-434.0000.63011	96.28
				348986/1	Threadseal & PVC - S219	001-434.0000.63011	3.40
				348989/1	PVC Nipple - S219	001-434.0000.63011	3.22
				349040/1	PVC Plug - S210	001-434.0000.63011	2.15
				348900/1	PVC Coupler - S217	001-434.0000.63011	3.94
				349035/1	Bar Flat - P111	001-434.0000.63012	26.09
				348752/1	Nuts & Bolts	001-434.0000.63013	1.85
S390	Spokane House of Hose Inc.						
APMWB	Check			1030635	Heating element - P475	001-434.0000.63012	62.79
S460	Spray Center Electronics, Inc.						
APMWB	Check			1793	Spray Tips - S215	001-434.0000.63011	12.76
				1787	S215 Spray System Repair	001-434.0000.63011	1,614.20
VEN13988	Tacoma Screw Products, Inc						
APMWB	Check			240086300-00	Fleet stock - nuts, bolts, clamps	001-434.0000.63011	127.21
						001-434.0000.63012	127.21
						001-434.0000.63013	127.21
T106	Titan Truck Equipment						

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Z026 APMWB	Check	1360431	Warning Beacon - P111	001-434.0000.63012	97.79
	Ziegler Lumber Co #017				
APMWB	Check	587648	Lumber - S122	001-434.0000.63011	50.00
		53168	Return of lumber purchased on inv# 293946	001-434.0000.63011	-117.85
		586954	Lumber - S122	001-434.0000.63011	155.25
Dept 434 Total:					4,963.26
Dept: 441 Urban Forestry					
C220 APMWB	Check	CP-0047431	Fuel Usage - October	001-441.0000.64030	389.00
VEN03826	FMI Equipment				
APMWB	Check	SPK-11976	Tree Boom and Boxes for Urban Forestry	001-441.0000.66190	4,878.00
Dept 441 Total:					5,267.00
Dept: 442 Cemetery					
VEN14799 APMWB	Check	30925360015	ad	001-442.0000.62040	110.18
C220	Coleman Oil Co				
APMWB	Check	CP-0047431	Fuel Usage - October	001-442.0000.64030	741.57
VEN07745	Memorial Monuments & Vaults Inc				
APMWB	Check	INV0146886	October memorial	001-442.0000.63760	4,973.00
VEN14894	Michael Hunt				
APMWB	Check	11/07/23	Cemetery Lot Buyback	001-442.1670.33307	950.00
R251	Serights Ace Hardware				
APMWB	Check	348779/1	storage	001-442.0000.63060	25.18
		348993/1	Quikcrete	001-442.0000.68170	49.40
W230	Wilbert Precast Inc.				
APMWB	Check	INV0146885	Graveliners	001-442.0000.63420	3,957.96
Dept 442 Total:					10,807.29
Dept: 443 Parks					
A549 APMWB	Check	548139-6	Compressor Rental for Blow-outs	001-443.0000.67070	1,240.59
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	93797	Irrigation Parts for Blow-outs	001-443.0000.68230	92.54
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003025035	Acetylene for the welder	001-443.0000.64030	9.08
A365	American On-Site Services				
APMWB	Check	534631	Upper Corbin Portable Restroom	001-443.0000.65050	105.00
		534948	Hilde Kellogg Portable Restroom	001-443.0000.65050	10.50
		534610	Black Bay Portable Restroom	001-443.0000.65050	78.00
		534615	Crown Pointe Portable Restroom	001-443.0000.65050	78.00
		534613	Kiwanis Portable Restroom	001-443.0000.65050	88.06
		534623	Falls Park Portable Restroom	001-443.0000.65050	100.64
		534608	Hilde Kellogg Portable Restroom	001-443.0000.65050	105.00
		534611	Skate Park Portable Restroom	001-443.0000.65050	105.00
		534622	Community Garden Portable Restroom	001-443.0000.65050	105.00
		534947		001-443.0000.65050	10.50
		534626	Tennis Courts Portable Restroom	001-443.0000.65050	105.00
		534632	Warren Portable Restroom	001-443.0000.65050	105.00
		534612	White Pine Portable Restroom	001-443.0000.65050	120.09
		534614	Tullamore Portable Restrooms	001-443.0000.65050	153.48
		534609	Corbin Portable Restrooms	001-443.0000.65050	166.06
		534607	Q'emiln Park Portable Restrooms	001-443.0000.65050	349.54
		534620	4th St. Trailhead Portable Restroom	001-443.0000.65050	105.00
		534859	Warren Portable Restroom	001-443.0000.65050	3.50
		534961	Tennis Ct. Portable Restroom	001-443.0000.65050	10.50
		534858	Upper Corbin Portable Restroom	001-443.0000.65050	3.50
C291 APMWB	Check	14728-09262023	Black Bay Phase 1 Bid	001-443.0000.62000	150.15
C220	Coleman Oil Co				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	CP-0047431	Fuel Usage - October	001-443.0000.64030	5,260.45
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011612626.001	Irrigation Key for Blow-outs	001-443.0000.68230	25.83
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	12344	Open Padlock on Poleline & Cecil	001-443.0000.62180	95.00
F020	Fastenal Company				
APMWB	Check	IDCOE189510	Winter Safety Gloves	001-443.0000.63110	529.14
		IDCOE189148	Safety Flip Goggles	001-443.0000.63110	33.89
		IDCOE187824	Gas Can Funnel	001-443.0000.63110	16.43
		IDCOE188966	Goggles for Welding	001-443.0000.63110	11.30
		IDCOE186990	Hardware Return	001-443.0000.67030	-76.03
		IDCOE186991		001-443.0000.67030	-283.42
		IDCOE186992	Return Hardware	001-443.0000.67030	-112.05
		IDCOE189509	Hardware for stock	001-443.0000.67030	15.17
		IDCOE188100	Hardware for Stock	001-443.0000.67030	12.69
		IDCOE189847	Batteries for stock	001-443.0000.67030	129.47
		IDCOE189738		001-443.0000.67030	9.06
VEN03826	FMI Equipment				
APMWB	Check	SPK-11975	Snow Blower for ASV skid steer	001-443.0000.90050	9,750.00
H002	H & E Equipment Services Inc				
APMWB	Check	97676323	Air Compressor Rental for Blow-outs	001-443.0000.67070	2,164.32
H1957	Horizon				
APMWB	Electronic Funds Transf	2S201185	Winterfest Lighting	001-443.0000.63080	20.00
VEN13186	Kootenai County Parks & Waterways				
APMWB	Check	Cent TRL 2024	Centennial Trail Joint Powers Agreement	001-443.0000.68012	10,000.00
L109	Lowe's Credit Services				
APMWB	Check	89161	Impact Socket Set	001-443.0000.67090	181.80
N249	Northwest Playground Equipment				
APMWB	Check	52398	Syringa Playground Replacement Parts	001-443.0000.68013	748.07
R060	Ragan Equipment Co.				
APMWB	Check	01-136210	Small Equipment Part	001-443.0000.66190	44.80
R251	Serights Ace Hardware				
APMWB	Check	348870/1	Winterfest lighting	001-443.0000.63080	37.04
		348778/1	Safety Gear	001-443.0000.63110	122.38
		348476/1	Brooms for cleaning	001-443.0000.63150	41.38
		348615	Small Equipment Maintenance Parts	001-443.0000.66190	19.05
		348840/1	Key racks for shop	001-443.0000.67030	9.46
		348519/1	Paint tray set	001-443.0000.68160	15.29
		348656/1	Irrigation parts for Blow-outs	001-443.0000.68230	21.19
S389	Spokane Hardware Supply				
APMWB	Check	K33384	Door plates for new lock system	001-443.0000.94180	870.04
		K34472	Crash Bars & Plates for Restroom Doors	001-443.0000.94180	9,160.10
W180	Western States Equipment				
APMWB	Check	IN002578586	Trash pump rental to drain Falls pond	001-443.1658.62330	3,381.00
Dept 443 Total:					45,652.58
Dept: 444 Parks - Construction					
VEN05261	CDA PAVING				
APMWB	Check	90161	Concrete disposal for Lean-to	001-444.0000.94180	34.49
G0012	GTS Interior Supply				
APMWB	Check	18113366-00	East Lean-to	001-444.0000.94180	1,158.76
L109	Lowe's Credit Services				
APMWB	Check	17949	Underlayment for East Lean-to	001-444.0000.94180	515.84
VEN02005	Matheus Lumber Company				
APMWB	Check	67694010	Lumber for East Lean-to	001-444.0000.94180	1,019.21
Dept 444 Total:					2,728.30
Dept: 445 Recreation					
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1012135	October 2023 Background Checks	001-445.0000.62080	292.01
VEN01020	Cindy Jacobs				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB N2332	Check	11/13/23	November Contractual Payment	001-445.0000.62040	81.90
APMWB VEN04489	Check	11/13/23	November Contractual Payment	001-445.0000.62040	416.50
APMWB S050	Check	11/13/23	Dance recital-Theater Tech and Theater Cen	001-445.0000.63080	675.00
APMWB VEN14261	Electronic Funds Transf	105180	T-shirts for Tiny Hoopsters coaches	001-445.0000.63430	60.10
APMWB	Check	09-27-23	Contractual Sept Payment	001-445.0000.62040	725.90
		10/31/23	October Contractual Payment	001-445.0000.62040	491.40
Dept 445 Total:					2,742.81

Dept: 452 Building Inspector
[C220](#) Coleman Oil Co

APMWB P4835	Check	CP-0047431	Fuel Usage - October	001-452.0000.64030	619.06
APMWB	Check	64334	Justin Miller business cards Inv #64334	001-452.0000.63060	31.00
Dept 452 Total:					650.06

Dept: 453 Engineering
[C220](#) Coleman Oil Co

APMWB	Check	CP-0047431	Fuel Usage - October	001-453.0000.64030	515.23
Dept 453 Total:					515.23

Dept: 481 Capital Improvements/Contracts
[F135](#) Fred's Appliance Inc.

APMWB	Check	09293018	Fridge at substation	001-481.0000.68395	890.99
Dept 481 Total:					890.99

Fund 001 Total: 717,139.94

Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool
[VEN14851](#) Idaho Employment Lawyers, PLLC

APMWB	Check	3224 FY23	Idaho Employment Handbook	003-482.0000.62040	285.00
		3224	Legal Services - employment handbook	003-482.0000.62040	883.50
A6000	Rehn & Associates, Inc.				
APMWB	Check	IN0000183248	Cobra Renewal 2024	003-482.0000.62160	150.00
		IN0000184007	COBRA Notices October 2023	003-482.0000.62160	100.00

Dept 482 Total: 1,418.50

Fund 003 Total: 1,418.50

Fund: 007 - DRUG SEIZURE PROGRAM

Dept: 425 Drug Seizure Program
[VEN14881](#) LeadsOnline Parent LLC

APMWB VEN14882	Check	407520	LeadsOnline Subscription	007-425.0000.62040	3,916.00
APMWB	Check	10.27.23	K9 kennel set up	007-425.0000.67020	2,162.85

Dept 425 Total: 6,078.85

Fund 007 Total: 6,078.85

Fund: 008 - 911 SUPPORT

Dept: 426 911 Support
[C140](#) CDW Government Inc.

APMWB D070	Electronic Funds Transf	MT89984	Netmotion annual maint and support renewa	008-426.0000.67295	12,505.50
APMWB	Check	10706853002	Annual DELL SAN Maintenance and Suppor	008-426.0000.80010	13,074.92

Dept 428 Total: 25,580.42

Packet: APPKT11827 - Check Run 11.15.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 11/15/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES							
Dept: 428 Kootenai Fire/EMS Impact Fees							
VEN14739	Kootenai County Emergency Medical Services System						
APMWB	Electronic Funds Transf			11062023	Impact Fees for October 2023	034-428.0000.33117	-330.00
						034-428.0000.62040	8,500.00
VEN06795	Kootenai County Fire & Rescue						
APMWB	Electronic Funds Transf			11062023	Impact Fees for October 2023	034-428.0000.33117	-660.00
						034-428.0000.62040	75,227.00
Dept 428 Total:							82,737.00
Fund 034 Total:							82,737.00
Fund: 650 - RECLAIMED WATER OPERATING							
Dept: 463 Wastewater Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			135134	Fecal & Total Solids Testing	650-463.0000.68360	240.00
				135200	Biosolids Grab # 5 & 6	650-463.0000.68360	240.00
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			93809	Diaphragm Pump 3/4"	650-463.0000.68025	625.71
A228	A-L Compressed Gases, Inc.						
APMWB	Check			0003025112	High Pressure	650-463.0000.68025	9.08
A410	Analytical Laboratories, Inc.						
APMWB	Check			2307889	BIOMONITORING - BIO Day 1 W/ SELENA	650-463.0000.68360	1,162.04
A424	Anatek Labs, Inc.						
APMWB	Check			2323377	BLM @ Corbin Park	650-463.0000.68360	330.00
				2322360	Surface Water	650-463.0000.68360	552.00
				2322361	Local Limits Domestic Background	650-463.0000.68360	1,066.00
				2322369		650-463.0000.68360	1,066.00
VEN14632	Aquatic Informatics Inc						
APMWB	Check			105683	WIMS support	650-463.0000.66012	2,092.00
VEN03129	Barr Tech LLC						
APMWB	Check			9220	Bio Solida October 2023 20 Loads	650-463.0000.62150	46,755.00
VEN14648	Beveridge and Diamond PC						
APMWB	Check			231000488	Professional services through 9/30/2023	650-463.0000.62010	14,294.50
C220	Coleman Oil Co						
APMWB	Check			CP-0047431	Fuel Usage - October	650-463.0000.65005	783.47
C3090	Columbia Electric Supply						
APMWB	Check			CM0004822	HIBAY 18"150W 5K 120/277V LEDSN	650-463.0000.68010	-797.34
				1120-1015066	FRM5 HT SINK FAN	650-463.0000.68025	881.31
F020	Fastenal Company						
APMWB	Check			IDCOE189737	Shop Supplies	650-463.0000.68025	87.80
G098	Grainger						
APMWB	Check			9892619496	REMOTE-BULB CONTROL,H/C,4IN BULB	650-463.0000.68025	116.93
I2731	Inland Environmental Resources						
APMWB	Electronic Funds Transf			2023-1261	Mag Deliveries	650-463.0000.63008	6,095.00
VEN01373	Intermountain Sign & Safety						
APMWB	Check			17848	signs and delineators	650-463.0000.68025	1,825.00
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			0167564	October 2023 WRF Biosolids Consulting	650-463.3125.95520	3,419.85
K100	Kootenai County Solid Waste						
APMWB	Check			08-91933	Construction Debris	650-463.0000.65050	52.65
N001	Napa Auto Parts						
APMWB	Check			3688-262049	Mounting Tape, 14' Ratchet	650-463.0000.68025	55.09
				3688-260737	Wrapped V-Belt	650-463.0000.68025	38.97
				3688-260223	Wrapped V-Belt	650-463.0000.68025	12.99
N040	NCL of Wisconsin, Inc.						
APMWB	Check			494815	Lab Testing Supplies	650-463.0000.63400	1,151.17
				495031		650-463.0000.63400	1,104.28
VEN14559	One Call Concepts, Inc						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	3105023	Locate Tickets for Water & WW	650-463.0000.62320	325.45
R251	Serights Ace Hardware				
APMWB	Check	348629/1	Tape Measure & Screw Driver	650-463.0000.67090	23.98
		348727/1	CM WET/DRY 12GAL 6HP, Strap 3/4	650-463.0000.67090	118.48
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB	Electronic Funds Transf	11618959	PCB and Dioxins	650-463.0000.68360	3,130.00
VEN11958	Ultra-Lawn, LLC				
APMWB	Electronic Funds Transf	96382	WRF 2023 Lawn Care	650-463.0000.62180	3,486.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	511003	WIPER KIMTECH SCIENCE KIMWIPES	650-463.0000.63400	139.65
Dept 463 Total:					90,483.06
Dept: 466 Wastewater - Collections					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	93832	TOUGH SCRUB TOWELS	650-466.0000.63330	131.94
VEN05261	CDA PAVING				
APMWB	Check	89981	Dumping Dirty Asphalt	650-466.0000.68021	25.00
C220	Coleman Oil Co				
APMWB	Check	CP-0047431	Fuel Usage - October	650-466.0000.65005	2,877.59
S55000	Division of Occupational and Professional Licenses				
APMWB	Check	11.6.2023	Collections License Application for Ricky E	650-466.0000.64020	55.00
F020	Fastenal Company				
APMWB	Check	IDCOE188492	Shop Supplies WW	650-466.0000.63006	228.21
N001	Napa Auto Parts				
APMWB	Check	3688-260189	Brake Cleaner, ABS Mat	650-466.0000.63006	75.17
		3688-263252	Snap Ring	650-466.0000.67090	29.59
		3688-260292	Batteries at Stateline LS	650-466.0000.68021	147.61
		3688-260293	Battery Core Deposit	650-466.0000.68021	-18.00
P180	Perfection Tire				
APMWB	Check	1064757	FULL SYNTHETIC OIL CHANGE TRK# T-116	650-466.0000.67170	107.89
R251	Serights Ace Hardware				
APMWB	Check	348583/1	Shop Supplies	650-466.0000.63006	21.73
		348708/1	REFLECTIVE SAFETY VEST - LARGE	650-466.0000.63110	10.43
Dept 466 Total:					3,692.16
Dept: 468 Wastewater - Surface Water					
A090	Accurate Testing Labs LLC				
APMWB	Check	134841	Stormwater Testing	650-468.0000.68360	280.00
C220	Coleman Oil Co				
APMWB	Check	CP-0047431	Fuel Usage - October	650-468.0000.65005	372.67
G098	Grainger				
APMWB	Check	9891128044	BACKWATER VALVE,6 IN.,PVC,120 DEG	650-468.0000.68380	459.30
		9891128051	FLEXIBLE COUPLING,PVC,6 IN, PIPE PLU	650-468.0000.68380	41.08
R251	Serights Ace Hardware				
APMWB	Check	348768/1	STAIR TREAD SFTY 4X17.5"	650-468.0000.68380	28.76
Dept 468 Total:					1,181.81
Fund 650 Total:					95,357.03
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0167563	October 2023 WRF FPS Consulting	651-463.3209.95500	13,376.48
P050	Panhandle Area Council				
APMWB	Check	42-PFLM	Tertiary Upgrade PAC Invoice	651-463.3213.90015	1,871.00
Dept 463 Total:					15,247.48
Fund 651 Total:					15,247.48
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14614	Strider Construction Co, Inc				
APMWB	Electronic Funds Transfr	Bentley Pay App 3	Bentley LS Strider Pay App #3	652-463.3230.95520	133,382.66
Dept 463 Total:					133,382.66
Fund 652 Total:					133,382.66

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN07913	CANNON HILL				
APMWB	Check	37827	Cemetery clean up/pineneedles	700-461.0000.65050	1,050.00
		37487	Wood waste	700-461.0000.65050	30.00
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	2185803	Dumpster Service	700-461.0000.65050	479.68
K100	Kootenai County Solid Waste				
APMWB	Check	08-92105	Fall Clean-up	700-461.0000.65050	29.25
		08-91526	wood debris	700-461.0000.65050	16.25
		08-92078	Fall Clean-up	700-461.0000.65050	20.80
		08-92069		700-461.0000.65050	23.40
		08-91926		700-461.0000.65050	43.55
		08-91946		700-461.0000.65050	47.45
		08-91127	wood debris	700-461.0000.65050	29.90
		08-91877	Fall Clean-up	700-461.0000.65050	44.85
		08-89822		700-461.0000.65050	45.50
		08-92134		700-461.0000.65050	34.45
		08-92537		700-461.0000.65050	14.30
		08-92420		700-461.0000.65050	3.25
		08-90249		700-461.0000.65050	11.05
		08-91884		700-461.0000.65050	33.80
Dept 461 Total:					1,957.48
Fund 700 Total:					1,957.48

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC				
APMWB	Check	135241	Coliform Presence/Absence	750-462.0000.68360	180.00
		135296	Coliform Presence/ Absence	750-462.0000.68360	150.00
		135267		750-462.0000.68360	180.00
		135368		750-462.0000.68360	90.00
A424	Anatek Labs, Inc.				
APMWB	Check	2322216	UCMR5 PFCs Drinking Water Testing	750-462.0000.68360	6,660.00
C1161	CDA Garbage				
APMWB	Electronic Funds Transfr	2184984	Recycling Bin Oct 2023	750-462.0000.65050	34.50
C220	Coleman Oil Co				
APMWB	Check	CP-0047431	Fuel Usage - October	750-462.0000.64030	2,435.69
H215	Core & Main LP				
APMWB	Check	T852233	Angle Valves	750-462.0000.63280	1,978.86
		T848124	1-1/2 Ball Curb FIPX	750-462.0000.63280	1,266.46
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transfr	1478733	Wall Bracket Install Kits	750-462.0000.63280	600.00
		1477504	3/4" E-Series Meter 7-1/2" Lay Length	750-462.0000.91280	6,946.00
H003	H.D. Fowler Company				
APMWB	Check	I6561266	13" X 24" DI METER BOX COVER, REPAIR	750-462.0000.63280	930.67
H070	Harbor Freight Tools				
APMWB	Check	02713038	1/8 HP Mini Transfer Pump	750-462.0000.63280	84.99
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	6258293	Oil Change on 2021 GMC 3500 Truck # W-1	750-462.0000.67170	128.59
N001	Napa Auto Parts				
APMWB	Check	3688-263090	Fuse for Truck # W-119	750-462.0000.67170	4.30
N0991	Norco Inc				
APMWB	Check	39106430	Heat Ice Melt 50 LB Bag	750-462.0000.63280	364.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB N107	Check Norlift Inc	38876127.1	Freight was missed on invoice 38876127	750-462.4000.72000	15.17
APMWB VEN14559	Check One Call Concepts, Inc	20080716	Red & Yellow Bin	750-462.0000.63280	174.24
APMWB P180	Check Perfection Tire	3105023	Locate Tickets for Water & WW	750-462.0000.62320	325.45
APMWB P310	Check Platt Electric Supply	1065614 1065630	Full Synthetic Oil Change Trk # W116 Interstate Battery Trk # W116	750-462.0000.67170 750-462.0000.67170	98.21 214.07
APMWB R251	Check Serights Ace Hardware	4191541	Scaling & Chisel Bit	750-462.0000.63280	51.48
APMWB	Check	348538/1 348543/1 348990/1	Fire Hydrant Maintenance Supplies Fire Hydrant Maintenance Supplies MAP PRO GAS 14.1OZ ACE	750-462.0000.63280 750-462.0000.63280 750-462.0000.63280	43.17 36.14 13.49
U145	USABlue Book				
APMWB W0226	Check Walter E Nelson Co	INV00172588	Flowmeter	750-462.0000.67090	708.38
APMWB	Electronic Funds Transf	511707	Paper Towles & Toilet Paper	750-462.0000.63060	259.15
Dept 462 Total:					23,973.01
Fund 750 Total:					23,973.01
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
T005	TML Construction, Inc.				
APMWB	Check	Well 11 Pay App 9	Well House 11 Pay App #9 TML	753-462.3224.95550	80,037.50
Dept 462 Total:					80,037.50
Fund 753 Total:					80,037.50
Report Total:					1,182,909.87



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	540.00
	001-411.0000.62040	2,916.66
	001-412.0000.80010	1,664.82
	001-413.0000.63060	31.00
	001-413.0000.80010	1,259.77
	001-414.0000.62000	18.09
	001-414.0000.62091	3,500.00
	001-415.0000.62000	-72.85
	001-421.0000.62040	10,460.22
	001-421.0000.62370	125.00
	001-421.0000.63060	510.00
	001-421.0000.63920	16,850.00
	001-421.0000.64020	512.00
	001-421.0000.64030	6,501.39
	001-421.0000.65021	333.84
	001-421.0000.65030	6,107.41
	001-421.0000.66043	284.05
	001-421.0000.67020	1,947.73
	001-421.0000.67100	1,723.03
	001-421.0000.67170	1,084.00
	001-421.0000.67190	752.36
	001-421.0000.68010	125.00
	001-421.0000.68030	1,150.00
	001-421.0000.90020	32,497.00
	001-421.1514.33207	5.00
	001-421.4000.72000	1,261.60
	001-423.1139.62380	6,141.00
	001-424.0000.62040	4,070.00
	001-424.0000.63060	141.00
	001-424.0000.64030	110.79
	001-427.0000.64030	253.27
	001-431.0000.63260	2,599.49
	001-431.0000.64030	5,130.08
	001-431.0000.65050	50.70
	001-431.0000.66016	539.10
	001-431.0000.68010	411.97
	001-431.0000.68080	45,388.24
	001-431.0000.68130	345.53
	001-431.0000.68150	1,314.93
	001-431.0000.90010	484,000.00
	001-431.4000.72000	94.00
	001-432.0000.64030	56.51
	001-433.0000.64030	188.69
	001-434.0000.62080	64.49
	001-434.0000.63011	2,217.00
	001-434.0000.63012	665.47
	001-434.0000.63013	345.92
	001-434.0000.63160	207.17
	001-434.0000.64030	158.75
	001-434.0000.67090	156.82
	001-434.0000.67120	12.61
	001-434.0000.67170	510.15
	001-434.0000.67190	134.88
	001-434.0000.68014	490.00
	001-441.0000.64030	389.00
	001-441.0000.66190	4,878.00

001-442.0000.62040	110.18
001-442.0000.63060	25.18
001-442.0000.63420	3,957.96
001-442.0000.63760	4,973.00
001-442.0000.64030	741.57
001-442.0000.68170	49.40
001-442.1670.33307	950.00
001-443.0000.62000	150.15
001-443.0000.62180	95.00
001-443.0000.63080	57.04
001-443.0000.63110	713.14
001-443.0000.63150	41.38
001-443.0000.64030	5,269.53
001-443.0000.65050	1,907.37
001-443.0000.66190	63.85
001-443.0000.67030	-295.65
001-443.0000.67070	3,404.91
001-443.0000.67090	181.80
001-443.0000.68012	10,000.00
001-443.0000.68013	748.07
001-443.0000.68160	15.29
001-443.0000.68230	139.56
001-443.0000.90050	9,750.00
001-443.0000.94180	10,030.14
001-443.1658.62330	3,381.00
001-444.0000.94180	2,728.30
001-445.0000.62040	1,715.70
001-445.0000.62080	292.01
001-445.0000.63080	675.00
001-445.0000.63430	60.10
001-452.0000.63060	31.00
001-452.0000.64030	619.06
001-453.0000.64030	515.23
001-481.0000.68395	890.99
Fund 001 Total:	717,139.94
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	1,168.50
003-482.0000.62160	250.00
Fund 003 Total:	1,418.50
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	3,916.00
007-425.0000.67020	2,162.85
Fund 007 Total:	6,078.85
008 - 911 SUPPORT	
008-426.0000.67295	12,505.50
008-426.0000.80010	13,074.92
Fund 008 Total:	25,580.42
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-990.00
034-428.0000.62040	83,727.00
Fund 034 Total:	82,737.00
650 - RECLAIMED WATER OPERATING	
650-463.0000.62010	14,294.50
650-463.0000.62150	46,755.00
650-463.0000.62180	3,486.00
650-463.0000.62320	325.45
650-463.0000.63008	6,095.00
650-463.0000.63400	2,395.10
650-463.0000.65005	783.47
650-463.0000.65050	52.65
650-463.0000.66012	2,092.00
650-463.0000.67090	142.46
650-463.0000.68010	-797.34
650-463.0000.68025	3,652.88
650-463.0000.68360	7,786.04
650-463.3125.95520	3,419.85

650-466.0000.63006	325.11	
650-466.0000.63110	10.43	
650-466.0000.63330	131.94	
650-466.0000.64020	55.00	
650-466.0000.65005	2,877.59	
650-466.0000.67090	29.59	
650-466.0000.67170	107.89	
650-466.0000.68021	154.61	
650-468.0000.65005	372.67	
650-468.0000.68360	280.00	
650-468.0000.68380	529.14	
Fund 650 Total:	95,357.03	
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3209.95500	13,376.48	
651-463.3213.90015	1,871.00	
Fund 651 Total:	15,247.48	
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3230.95520	133,382.66	
Fund 652 Total:	133,382.66	
700 - SANITATION		
700-461.0000.65050	1,957.48	
Fund 700 Total:	1,957.48	
750 - WATER OPERATING		
750-462.0000.62320	325.45	
750-462.0000.63060	259.15	
750-462.0000.63280	5,543.50	
750-462.0000.64030	2,435.69	
750-462.0000.65050	34.50	
750-462.0000.67090	708.38	
750-462.0000.67170	445.17	
750-462.0000.68360	7,260.00	
750-462.0000.91280	6,946.00	
750-462.4000.72000	15.17	
Fund 750 Total:	23,973.01	
753 - WATER CAPITAL		
753-462.3224.95550	80,037.50	
Fund 753 Total:	80,037.50	
Report Total:	1,182,909.87	

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK

11/8/2023	\$95.15	94380 AT&T Long Distance	Pay Before Due Date
11/8/2023	\$10.94	94381 AT&T Mobility	Pay Before Due Date
11/8/2023	\$541.52	94382 AT&T Mobility	Pay Before Due Date
11/8/2023	\$98,827.78	94383 AVISTA Utilities	Pay Before Due Date
11/8/2023	\$315.00	94384 East Greenacres Irrigation	Pay Before Due Date
11/8/2023	\$24,605.98	94385 Idaho State Tax Commission	Pay Before Due Date
11/8/2023	\$36,211.66	94386 Kootenai Electric	Pay Before Due Date
11/8/2023	\$541.54	94388 Post Falls Food Bank	Pay Before Due Date
11/8/2023	\$249.83	94389 Ricoh USA Inc.	Pay Before Due Date
11/8/2023	\$450.00	94390 Ross Point Water	Pay Before Due Date
11/8/2023	\$340.44	94391 Verizon	Pay Before Due Date
11/8/2023	\$57.10	94392 Ziply Fiber	Pay Before Due Date
	\$162,246.94		

RUN 11.21.23

Various

750-462.0000.65030

650-463.0000.65030

Various

750-462.3317.33610

001-22095, 700-22095

Various

001-22110

001-421.0000.66050

750-462.3317.33610

001-443.0000.65030

001-481.0000.68390

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Victoria Howell, Purchasing/CSR
SUBJECT: September 2023 Cash and Investments

ITEM AND RECOMMENDED ACTION:

Septmeber Cash and Investments

DISCUSSION:

None

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

182657888.69

BUDGET CODE:

Various

ATTACHMENTS:

1. Budget Status Report
2. Cash and Investemnts
3. Treasurer's Report of C&I Transactions

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED September 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 103,685.00	\$ 105,423.68	101.7%
	Personnel	<u>102,747.40</u>	<u>100,365.20</u>	97.7%
		206,432.40	205,788.88	99.7%
412 - INFORMATION SYSTEMS	Operating	127,633.08	132,236.89	103.6%
	Capital	108,422.76	108,422.76	0.0%
	Personnel	<u>385,483.63</u>	<u>369,019.92</u>	95.7%
		621,539.47	609,679.57	98.1%
413 - GENERAL SERVICES	Operating	15,050.00	15,723.97	104.5%
	Personnel	<u>295,325.67</u>	<u>283,760.38</u>	96.1%
		310,375.67	299,484.35	96.5%
414 - FINANCE	Operating	486,690.04	596,231.12	122.5%
	Personnel	<u>602,784.31</u>	<u>610,896.58</u>	101.3%
		1,089,474.35	1,207,127.70	110.8%
415 - CITY CLERK	Operating	21,976.15	24,498.92	111.5%
	Capital	-	-	0.0%
	Personnel	<u>80,278.06</u>	<u>81,660.93</u>	101.7%
		102,254.21	106,159.85	103.8%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	8,090.86	112.4%
	Capital	-	-	0.0%
	Personnel	<u>143,382.19</u>	<u>143,882.18</u>	100.3%
		150,582.19	151,973.04	100.9%
418 - HUMAN RESOURCES	Operating	8,950.00	18,389.15	205.5%
	Personnel	<u>200,720.09</u>	<u>288,431.95</u>	143.7%
		209,670.09	306,821.10	146.3%
421 - POLICE	Operating	838,911.27	1,010,512.74	120.5%
	Capital	813,255.16	880,640.01	108.3%
	Personnel	<u>7,281,512.36</u>	<u>6,790,900.17</u>	93.3%
		8,933,678.79	8,682,052.92	97.2%
423 - OASIS	Operating	21,735.35	29,334.09	135.0%
	Personnel	<u>136,742.27</u>	<u>140,492.14</u>	102.7%
		158,477.62	169,826.23	107.2%
424 - LEGAL (PROSECUTING)	Operating	86,539.55	91,788.89	106.1%
	Capital	-	-	0.0%
	Personnel	<u>806,649.61</u>	<u>813,521.67</u>	100.9%
		893,189.16	905,310.56	101.4%
427 - ANIMAL CONTROL	Operating	17,250.00	12,054.35	69.9%
	Personnel	<u>178,702.68</u>	<u>178,484.39</u>	99.9%
		195,952.68	190,538.74	97.2%
431 - STREETS	Operating	2,051,709.69	1,391,804.73	67.8%
	Capital	3,307,320.08	131,043.48	0.0%
	Personnel	<u>1,341,387.86</u>	<u>1,169,061.72</u>	87.2%
		6,700,417.63	2,691,909.93	40.2%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED September 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	7,316.67	82.7%
		8,850.00	7,316.67	82.7%
433 - FACILITY MAINTENANCE	Operating	38,750.00	69,314.29	178.9%
	Capital	50,000.00	-	0.0%
	Personnel	276,347.23	281,153.42	101.7%
		365,097.23	350,467.71	96.0%
434 - FLEET MAINTENANCE	Operating	351,890.59	227,156.68	64.6%
	Capital	1,971,359.00	704,727.12	35.7%
	Personnel	461,461.39	357,661.85	77.5%
		2,784,710.98	1,289,545.65	46.3%
435 - --GIS	Operating	54,750.00	58,467.41	106.8%
	Personnel	180,251.18	179,914.06	99.8%
		235,001.18	238,381.47	101.4%
441 - URBAN FORESTRY	Operating	34,508.00	52,909.25	153.3%
	Capital	101,060.00	67,785.29	0.0%
	Personnel	208,195.12	208,219.10	100.0%
		343,763.12	328,913.64	95.7%
442 - CEMETERY	Operating	116,159.00	125,160.70	107.7%
	Capital	-	51,966.00	0.0%
	Personnel	224,794.76	217,594.97	96.8%
		340,953.76	394,721.67	115.8%
443 - PARKS	Operating	767,394.09	756,976.46	98.6%
	Capital	557,292.00	415,285.67	0.0%
	Personnel	1,258,279.79	1,220,851.43	97.0%
		2,582,965.88	2,393,113.56	92.6%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	763,594.00	189,466.50	24.8%
		763,594.00	189,466.50	24.8%
445 - RECREATION	Operating	214,779.26	259,156.40	120.7%
	Capital	6,895.00	16,430.00	
	Personnel	889,895.14	733,159.79	82.4%
		1,111,569.40	1,008,746.19	90.7%
451 - PLANNING & ZONING	Operating	56,902.70	25,374.53	44.6%
	Personnel	291,054.09	305,866.85	105.1%
		347,956.79	331,241.38	95.2%
452 - BUILDING INSPECTOR	Operating	30,600.00	27,134.13	88.7%
	Personnel	719,488.66	718,784.46	99.9%
	Capital	-	3,750.00	
		750,088.66	749,668.59	99.9%
453 - ENGINEERING	Operating	40,800.00	20,666.50	50.7%
	Capital	-	-	0.0%
	Personnel	699,853.54	701,269.27	100.2%
		740,653.54	721,935.77	97.5%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED September 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	62,765.00	76,939.54	122.6%
	Capital	18,600.00	18,600.00	0.0%
	Personnel	209,731.40	208,358.78	99.3%
		<u>291,096.40</u>	<u>303,898.32</u>	104.4%
465 - STREET LIGHTS	Operating	650,000.00	633,451.15	97.5%
		<u>650,000.00</u>	<u>633,451.15</u>	97.5%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	10,800,696.65	8,112,515.92	75.1%
	Capital	6,657.42	386,442.47	0.0%
		<u>10,807,354.07</u>	<u>8,498,958.39</u>	78.6%
482 - PERSONNEL POOL	Operating	4,121,000.00	4,121,000.00	100.0%
	Personnel	496,752.04	45,058.57	9.1%
		<u>4,617,752.04</u>	<u>4,166,058.57</u>	90.2%
497 - TRANSFERS OUT	Operating	1,551,571.45	3,102,571.45	200.0%
		<u>1,551,571.45</u>	<u>3,102,571.45</u>	200.0%
TOTAL GENERAL FUND		<u>47,865,022.76</u>	<u>40,235,129.55</u>	84.1%
002 - INSURANCE FUND	Operating	310,466.00	304,435.31	98.1%
		<u>310,466.00</u>	<u>304,435.31</u>	98.1%
003 - PERSONNEL FUND	Operating	112,300.00	110,818.03	98.7%
	Capital	-	-	0.0%
	Personnel	4,168,700.00	4,162,237.80	99.8%
		<u>4,281,000.00</u>	<u>4,273,055.83</u>	99.8%
004-Street Lights	Operating	-	132,044.12	0.0%
		<u>-</u>	<u>132,044.12</u>	
007 - DRUG SEIZURE FUND	Operating	530,000.00	81,485.72	15.4%
	Capital	-	30,211.62	
		<u>530,000.00</u>	<u>111,697.34</u>	21.1%
008 - 911 FUND	Operating	482,778.71	327,950.91	67.9%
	Capital	-	34,555.22	0.0%
	Personnel	73,001.73	80,909.35	110.8%
		<u>555,780.44</u>	<u>443,415.48</u>	79.8%
011 - FACILITY BUILDING RESERVE FUND	Operating	7,094,962.00	-	0.0%
	Capital	1,405,038.00	653,466.55	0.0%
		<u>8,500,000.00</u>	<u>653,466.55</u>	0.0%
017 - ANNEXATION FUND	Operating	3,700,000.00	14,858.49	0.4%
	Capital	-	625,651.03	
		<u>3,700,000.00</u>	<u>640,509.52</u>	17.3%
023 - SPECIAL EVENTS FUND	Operating	48,320.00	27,409.04	56.7%
		<u>48,320.00</u>	<u>27,409.04</u>	56.7%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	
		<u>202,500.00</u>	<u>-</u>	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	2,000,000.00	591,698.30	
		<u>2,000,000.00</u>	<u>591,698.30</u>	

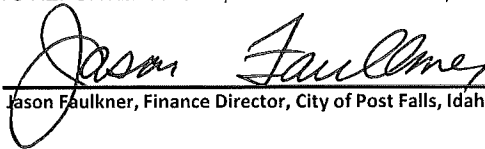
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED September 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,355,000.00	36,206.70	1.5%
	Capital	-	999,784.39	0.0%
		<u>2,355,000.00</u>	<u>1,035,991.09</u>	44.0%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED September 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	750,000.00	227,548.95	0.0%
	Capital	4,193,847.00	2,591,332.48	
		4,943,847.00	2,818,881.43	0.0%
038 - PARK IMPACT FEE FUND	Operating	65,000.00	32,281.90	0.0%
	Capital	4,600,000.00	2,683,586.89	58.3%
		4,665,000.00	2,715,868.79	58.2%
039 - STREET CAPITAL PROJECTS	Operating	-	21,370.38	0.0%
		-	21,370.38	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	528,000.00	-	0.0%
		528,000.00	-	0.0%
450 - LID GUARANTEE FUND	Operating	150.00	-	0.0%
		150.00	-	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: ww, collections, recycled, surface	Operating	24,792,154.30	16,394,660.17	66.1%
	Capital	873,373.00	532,824.83	61.0%
	Personnel	2,030,043.86	1,954,729.08	96.3%
		27,695,571.16	18,882,214.08	68.2%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	921,274.00	203,266.14	22.1%
	Capital	17,055,000.00	8,329,025.59	48.8%
		17,976,274.00	8,532,291.73	47.5%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	17,107,506.00	2,767,591.43	16.2%
		17,107,506.00	2,767,591.43	16.2%
700 - SANITATION FUND	Operating	3,534,608.00	4,126,359.99	116.7%
		3,534,608.00	4,126,359.99	116.7%
750 - WATER OPERATING FUND	Operating	2,249,747.34	1,640,683.90	72.9%
	Capital	596,000.00	386,276.88	
	Personnel	764,745.05	787,473.97	103.0%
		3,610,492.39	2,814,434.75	78.0%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	2,783,794.00	1,099,496.92	39.5%
		2,783,794.00	1,099,496.92	39.5%
GRAND TOTAL		\$ 153,193,331.75	\$ 92,227,361.63	60.2%

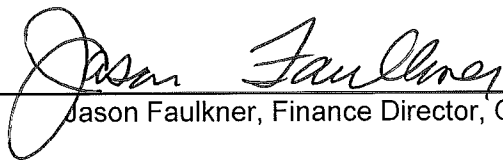
I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


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

City of Post Falls
Cash and Investments
9/30/2023

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	40,167,446.96
LGIP Acct 1441	273,501.01
<u>First Financial Equity Corporation</u>	
General Accts Investments	23,101,304.44
Contingency Accts	5,932,061.32
Replacement & Reserve Accts	57,482,965.87
<u>Moreton Capital Investments</u>	
Moreton Securities	19,783,433.22
<u>Mountain West bank</u>	
Repurchase Sweep Account	35,840,484.70
Checking Account	75,003.17
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	255.00
Park	208.00
Planning and Zoning	150.00
Total	<u>\$ 182,657,888.69</u>

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

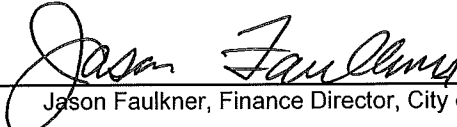


Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
9/30/2023

FUND	BALANCE 08/31/2023	RECEIPTS	DISBURSEMENTS	BALANCE 09/30/2023
001 - GENERAL FUND	\$ 40,360,656.07	\$ 4,327,273.65	\$ 5,415,922.44	\$ 39,272,007.28
002 - COMPREHENSIVE LIABILITY	474,653.86	\$ 22,587.50	\$ 333,034.72	164,206.64
003 - PERSONNEL BENEFIT POOL	(495,915.24)	\$ 363,543.44	\$ 360,793.27	(493,165.07)
004 - STREET LIGHTS	132,044.12	\$ -	\$ 132,044.12	-
007 - DRUG SEIZURE PROGRAM	141,604.34	\$ 51,326.29	\$ 18,523.14	174,407.49
008 - 911 SUPPORT	2,437,147.98	\$ 57,718.58	\$ 21,171.59	2,473,694.97
011 - FACILITY BUILDING RESERVE	8,675,449.56	\$ 1,062,918.03	\$ -	9,738,367.59
017 - ANNEXATION FEES	3,047,320.53	\$ 12,494.92	\$ 1,000,000.00	2,059,815.45
023 - SPECIAL EVENTS	349,062.98	\$ 5,068.55	\$ 13,970.95	340,160.58
029 - CEMETERY CAPITAL IMPROVEMENT	423,920.29	\$ 5,186.40	\$ -	429,106.69
034 - KOOTENAI FIRE/EMS IMPACT FEES	42,578.18	\$ 36,523.21	\$ 33,409.32	45,692.07
035 - PUBLIC SAFETY IMPACT FEES	2,253,887.46	\$ 65,279.83	\$ 2,872.00	2,316,295.29
037 - STREETS IMPACT FEES	5,804,193.24	\$ 1,026,299.58	\$ 91,843.01	6,738,649.81
038 - PARKS IMPACT FEES	4,694,694.91	\$ 438,747.48	\$ 59,186.25	5,074,256.14
039 - STREETS CAPITAL PROJECTS	21,370.38	\$ -	\$ 21,370.38	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(86,281.21)	\$ 1,195.36	\$ -	(85,085.85)
450 - LID GUARANTEE	17,837.40	\$ 39.01	\$ -	17,876.41
650 - RECLAIMED WATER OPERATING	52,511,841.98	\$ 4,703,215.99	\$ 3,321,465.71	53,893,592.26
651 - RECLAIMED WATER CAPITAL - WWTP	9,641,335.95	\$ 923,831.70	\$ 963,963.37	9,601,204.28
652 - RECLAIMED WATER CAPITAL - COLLECTOR	20,102,223.22	\$ 1,406,213.63	\$ 135,949.31	21,372,487.54
700 - SANITATION	1,545,334.01	\$ 401,749.26	\$ 733,577.53	1,213,505.74
750 - WATER OPERATING	21,968,404.19	\$ 1,336,524.22	\$ 384,663.56	22,920,264.85
753 - WATER CAPITAL	5,382,588.00	\$ 43,166.31	\$ 4,225.90	5,421,528.41
GRAND TOTAL:	\$ 179,414,972.32	\$ 16,290,902.94	\$ 13,047,986.57	\$ 182,657,888.69

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



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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin, Maintenance Manager
SUBJECT: Bobcat Toolcat Replacement

ITEM AND RECOMMENDED ACTION:

Staff requests approval to replace the existing 2017 Bobcat Toolcat (P450) with an Avant 755 (with attachments) in the amount of \$100,164.84

DISCUSSION:

The existing Parks Toolcat has been out of service for nearly a year due to its lifting arms being bent. The bent arms created a safety issue and the unit was placed 'out of service'. Replacement arms were searched for but the dealer could not obtain a replacement in a reasonable amount of time (1 year+) . Also, the cost of replacing the arms was determined to be too costly compared to the value of the machine.

This unit was identified for replacement in FY24 due to the damage to the machine. \$90k in funds for its replacement were approved in the FY24 replacement budget. The total cost for this unit is a bit higher than the anticipated estimate created in early 2023.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

100,164.84

BUDGET CODE:

001-434.0000.90010

ATTACHMENTS:

1. Avant M755 Cab 6007 (002)
2. 2023 Coop Purch Memo Avant 755



**11111 E Trent
Spokane, WA 99206**

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

QUOTE

Invoice #	SPK-0
Date	10/26/2023
Time	9:10 AM

PO #:	
Document #:	SPK-6007
Due Date:	11/25/2023

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

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

Wholegood Estimate

Reprint

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

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
(11506)									
AVANT M755 Avant 755 GT CAB 320/60-12 TR T4F Loader(SN:115837)	1.00	\$94,960.00	\$94,960.00		\$94,960.00		\$94,960.00		
FMI DISCOUNT - AVANT LOADER									
Sourcewell Discount-Machine	-1.00	\$11,395.00	(\$11,395.00)		(\$11,395.00)		(\$11,395.00)		
Customer Cash Discount - NO LOW RATE FINANCING									
Avant Cash in Lieu	-1.00	\$1,500.00	(\$1,500.00)		(\$1,500.00)		(\$1,500.00)		
(21334)									
AVANT A36906 Avant A36906 63" Bucket, Straight Edge (SN:)	1.00	\$5,823.00	\$5,823.00		\$5,823.00		\$5,823.00		
FMI DISCOUNT - AVANT LOADER									
Sourcewell Discount- Attachment	-1.00	\$698.76	(\$698.76)		(\$698.76)		(\$698.76)		
(19435)									
AVANT A425180 Avant A425180 Zoom Snow Plow (SN:)	1.00	\$14,745.00	\$14,745.00		\$14,745.00		\$14,745.00		
FMI DISCOUNT - AVANT LOADER									
Sourcewell Discount- Attachment	-1.00	\$1,769.40	(\$1,769.40)		(\$1,769.40)		(\$1,769.40)		

Printed:10/30/2023 10:19 AM

Page 1 of 2 Pages



**11111 E Trent
Spokane, WA 99206**

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

QUOTE

Invoice #	SPK-0
Date	10/26/2023
Time	9:10 AM

PO #:	
Document #:	SPK-6007
Due Date:	11/25/2023

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

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

Wholegood Estimate

Reprint

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

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
----------------------------	-----	-------	--------	------	----------	--------------	--------------------	---------------	--------------

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

Summary of Charges	
\$0.00	Taxable
\$100,164.84	Non-Taxable
\$100,164.84	Subtotal
\$0.00	Sales Tax
\$100,164.84	Total
\$0.00	Amount Tendered
\$0.00	Change Due

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

Exempt Tax Cert #:	ST-101
Expiration Date:	

Printed:10/30/2023 10:19 AM

Page 2 of 2 Pages



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

Memorandum of Legal Counsel

To: Ross Junkin, Maintenance Manager
From: Field K. Herrington, City Attorney
Date: November 17, 2023
Re: November 21, 2023, Cooperative Purchasing – Avant 755

My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the requirements of state code and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must then complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about 11/7/2023, I received copies of contract documents that the Streets and Fleet Department received utilizing Sourcewell.

I have reviewed the submittal and researched the competitive solicitation process that Sourcewell utilized. Sourcewell published a request for proposals (“RFP”) on 12/6/2022 and opened the proposals on 2/2/2023 and awarded the contract to Avant Tecno USA. I have reviewed the associated RFP, Proof of Publication, Evaluation, and Comment & Review documents and can provide them if needed.

Based upon the contract amount being over \$100,000, the contract and staff memo explaining the reason for the purchase must be provided to City Council for approval and the contract must be signed by the Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Sourcewell is offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls procurement standards.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Field K. Herrington". The signature is fluid and cursive, with the first name "Field" being more prominent.

Field K. Herrington
City Attorney

Enclosures

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Audit Engagement Letter

ITEM AND RECOMMENDED ACTION:

Authorize the Mayor to sign an engagement letter,

DISCUSSION:

Anderson Bros. has been hired to perform the city's annual financial audit. Anderson Bros. have issued an engagement letter which confirms the understanding of the services that will provide to the City of Post Falls for the year ended September 30, 2023.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

Approve, as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$33,950

BUDGET CODE:

001-414.0000.62091

ATTACHMENTS:

1. CITY OF POST FALLS-ENGAGEMENT LETTER - 9.30.23

AUDIT ENGAGEMENT LETTER

November 1, 2023

Honorable Mayor, Members of the City Council and Management
City of Post Falls
408 N. Spokane St.
Post Falls, ID 83854

Dear Honorable Mayor, Council and Management:

We are pleased to confirm our understanding of the services we are to provide the City of Post Falls for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Post Falls as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Post Falls's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Post Falls's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund
- 3) Schedule of Employer's Share of Net Pension Liability
- 4) Schedule of Employer Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies City of Post Falls's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Fund Statements – Nonmajor Governmental Funds
- 3) Schedules of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – Nonmajor Governmental Funds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory Section
- 2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental

regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if

performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Post Falls's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Post Falls's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Post Falls's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist with GASB 68 adjustments, as needed, based on information provided by PERSI and by you. We will also assist with GASB 87 and 96 adjustments, as needed, based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited the GASB 68, 87 and 96 adjustments previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the GASB 68, 87 and 96 adjustments and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the GASB 68 adjustments and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and

fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the

schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Post Falls; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson Bros. CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal or State officials or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson Bros. CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Federal or State officials. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audits in November of 2023 and to issue our report no later than March 31, 2024.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$33,950. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

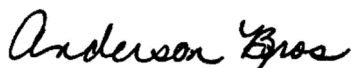
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and Council of the City of Post Falls. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Post Falls and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very Truly Yours,


Anderson Bros. CPAs

RESPONSE:

This letter correctly sets forth the understanding of the City of Post Falls:

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis, Admin Streets
SUBJECT: Street Division Request to Surplus Vehicles

ITEM AND RECOMMENDED ACTION:

The Street Department has several vehicles that are beyond their useful life period. The trucks have been replaced. They have been prepared for auction and removal from the Asset Tracking System.

DISCUSSION:

Vehicles that are ready for auction are two 1999 Sterling dump trucks, a 2006 Hino dump truck, a 1985 GMC Top Kick Dump Truck as well as a 1978 CAT Grader.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Budget allowed for replacement vehicles.

BUDGET CODE:

001-410.1432.39410

ATTACHMENTS:

1. Streets disposals

CITY OF POST FALLS

FIXED ASSET DISPOSAL

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

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☒ VEHICLE (Enter Mileage) _____
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: S212

1985 GMC Dump Truck

TAG# _____ SERIAL # 1GDS7D4Y1FV621976 MODEL# 7000 Top Kick

REASON FOR DISPOSAL (MANDATORY):

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

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

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

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

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☒ VEHICLE (Enter Mileage) 177,031.00
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☒ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: S209

1999 Sterling Dump Truck

Beyond useful life - Replacement ordered

TAG# _____ SERIAL # 2FZHRJBB6XAA38561 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

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

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis, Admin Streets
SUBJECT: Fleet Division Request to Surplus Vehicles

ITEM AND RECOMMENDED ACTION:

Fleet has a 2007 and a 2008 Chevy Impala from the Police Department that are ready to be sent to auction

DISCUSSION:

two vehicles from the Police Department that are beyond their useful life and have been replaced.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Vehicles previously replaced within budget

BUDGET CODE:

001-410.1432.39410

ATTACHMENTS:

1. PD disposals

CITY OF POST FALLS

FIXED ASSET DISPOSAL

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

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☒ VEHICLE (Enter Mileage) _____
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: FFPD 77

2007 Chevrolet Impala

TAG# _____ SERIAL # 2G1WS55R279370819 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

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

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____


AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

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

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☒ VEHICLE (Enter Mileage) _____
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: PFPD 87

2008 Chevrolet Impala

TAG# _____ SERIAL # 2G1WS553X81351074 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

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

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____


AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: Retail Village I, II and III Construction Improvement Agreements (Updated)

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreements for the subject minor subdivisions.

DISCUSSION:

These Agreements reflect the construction phase of the Retail Village Minor Subdivision. The Agreements set forth the typical expectations of the Developer of the subdivisions, and sets forth the responsibilities of the Developer and the City of Post Falls. The application for plat will be submitted by Corhaven 41, LLC.

****Drafts attached. Originals with wet signatures to clerk prior to meeting.**

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

These construction improvement agreements were previously approved on January 3rd, 2023. The project has since switched ownership and the new agreements are in for approval and signatures.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. CIA - Retail Village I (Final For Signature)
2. CIA - Retail Village II (Final For Signature)
3. CIA - Retail Village III (Final For Signature)

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 **Corhaven 41, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Retail Village I**, 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, **Jordan Wirsz**, 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

Corhaven 41, LLC
Jordan Wirsz
13403 N. Government Way #308
Hayden, ID 83835
(208) 834-1000

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

Retail Village I

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

ATTACHMENT "A"

Exhibit A
Legal Property Description

A PORTION OF TRACT 57, BLOCK 30 OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C OF PLATS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN;

THENCE SOUTH 88°09'44" EAST ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 654.90 FEET TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF TRACT 57;

THENCE NORTH 00°59'09" EAST ALONG SAID SOUTHERLY PROLONGATION, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 57, SAID SOUTHEAST CORNER ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°59'09" EAST ALONG THE EAST LINE OF SAID TRACT 57, A DISTANCE OF 234.81 FEET;

THENCE NORTH 89°16'58" WEST, A DISTANCE OF 361.08 FEET TO THE EAST BOUNDARY LINE OF THAT PARTICULAR PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AT INSTRUMENT 2639008000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 01°37'04" WEST ALONG SAID EAST BOUNDARY LINE, A DISTANCE OF 8.67 FEET TO THE SOUTH BOUNDARY LINE OF SAID PARTICULAR PARCEL;

THENCE NORTH 88°21'30" WEST ALONG SAID SOUTH BOUNDARY LINE, A DISTANCE OF 146.69 FEET TO THE NORTHEAST CORNER OF THAT PARTICULAR PARCEL DESCRIBED IN THE GRANT, BARGAIN AND SALE DEED RECORDED AT INSTRUMENT 2814948000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE ALONG SOUTHERLY AND EASTERLY ALONG THE BOUNDARY OF SAID PARTICULAR PARCEL DESCRIBED IN THE GRANT, BARGAIN AND SALE DEED THE FOLLOWING THREE COURSES:

1. SOUTH 00°58'54" WEST, A DISTANCE OF 142.78 FEET;
2. SOUTH 78°13'34" EAST, A DISTANCE OF 293.87 FEET;
3. SOUTH 04°48'06" WEST, A DISTANCE OF 25.11 FEET TO THE SOUTH LINE OF SAID TRACT 57;

THENCE SOUTH 88°09'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 220.85 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PARCEL LYING WITH THE RIGHT-OF-WAY OF POLELINE AVENUE OR THE RIGHT-OF-WAY OF IDAHO STATE HIGHWAY 41.

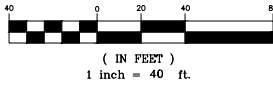
RETAIL VILLAGE I MINOR SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER,
SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ INSTRUMENT NO. _____

LINE TABLE		
L#	BEARING	DISTANCE
L1	N89°16'58"W	16.72'
L2	S01°37'04"W	8.67'
L3	S04°48'06"W	25.03'

GRAPHIC SCALE



LEGEND

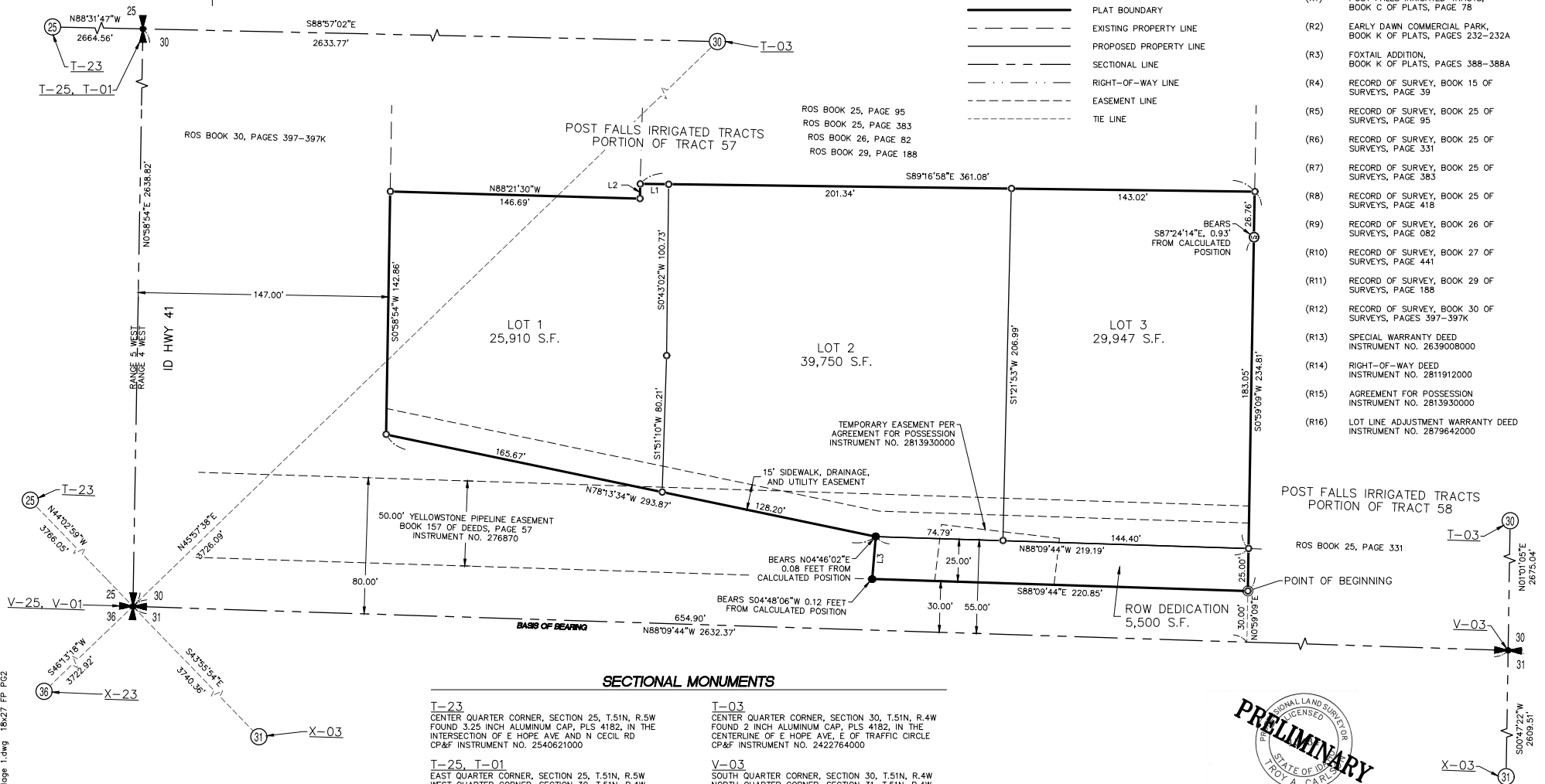
- FOUND 1/2" REBAR W/ PLASTIC CAP, PLS 5289
- ⊙ FOUND 1/2" REBAR
- SET 5/8" X 24" REBAR W/ PLASTIC CAP, PLS 15434
- PLAT BOUNDARY
- - - EXISTING PROPERTY LINE
- · - · - PROPOSED PROPERTY LINE
- · - · - SECTIONAL LINE
- · - · - RIGHT-OF-WAY LINE
- · - · - EASEMENT LINE
- - - TIE LINE

SURVEYOR'S NOTES:

1) DURING THE TIME OF THE SURVEY OF THE SUBJECT PARCEL, HIGHWAY 41 WAS UNDER CONSTRUCTION.

SURVEY REFERENCES:

- (R1) POST FALLS IRRIGATED TRACTS, BOOK C OF PLATS, PAGE 78
- (R2) EARLY DAWN COMMERCIAL PARK, BOOK K OF PLATS, PAGES 232-232A
- (R3) FOXTAIL ADDITION, BOOK K OF PLATS, PAGES 388-388A
- (R4) RECORD OF SURVEY, BOOK 15 OF SURVEYS, PAGE 39
- (R5) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 95
- (R6) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 331
- (R7) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 383
- (R8) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 418
- (R9) RECORD OF SURVEY, BOOK 26 OF SURVEYS, PAGE 082
- (R10) RECORD OF SURVEY, BOOK 27 OF SURVEYS, PAGE 441
- (R11) RECORD OF SURVEY, BOOK 29 OF SURVEYS, PAGE 188
- (R12) RECORD OF SURVEY, BOOK 30 OF SURVEYS, PAGES 397-397K
- (R13) SPECIAL WARRANTY DEED INSTRUMENT NO. 2639008000
- (R14) RIGHT-OF-WAY DEED INSTRUMENT NO. 2811912000
- (R15) AGREEMENT FOR POSSESSION INSTRUMENT NO. 2813930000
- (R16) LOT LINE ADJUSTMENT WARRANTY DEED INSTRUMENT NO. 2879642000



SECTIONAL MONUMENTS

T-23
CENTER QUARTER CORNER, SECTION 25, T.51N, R.5W
FOUND 3.25 INCH ALUMINUM CAP, PLS 4182, IN THE
INTERSECTION OF E HOPE AVE AND N CECIL RD
CP&F INSTRUMENT NO. 2540621000

T-25, T-01
EAST QUARTER CORNER, SECTION 25, T.51N, R.5W
WEST QUARTER CORNER, SECTION 30, T.51N, R.4W
CALCULATED POSITION, SEE SURVEYOR NOTE 1
CP&F INSTRUMENT NO. 2628322000

V-25, V-01
SECTION CORNER, SECTIONS 25 AND 36, T.51N, R.5W
SECTION CORNER, SECTIONS 30 AND 31, T.51N, R.4W
CALCULATED POSITION, SEE SURVEYOR NOTE 1
CP&F INSTRUMENT NO. 2628321000

X-23
CENTER QUARTER CORNER, SECTION 36, T.51N, R.5W
FOUND 1/2" REBAR IN THE INTERSECTION OF E HOPE
AVE AND N CECIL RD
CP&F INSTRUMENT NO. 1998759

T-03
CENTER QUARTER CORNER, SECTION 30, T.51N, R.4W
FOUND 2 INCH ALUMINUM CAP, PLS 4182, IN THE
CENTERLINE OF E HOPE AVE, E OF TRAFFIC CIRCLE
CP&F INSTRUMENT NO. 2422764000

V-03
SOUTH QUARTER CORNER, SECTION 31, T.51N, R.4W
NORTH QUARTER CORNER, SECTION 31, T.51N, R.4W
FOUND 5/8 INCH REBAR IN THE CENTERLINE OF E
POLELINE AVE ON THE EAST EDGE OF N FENNECUS LN
CP&F INSTRUMENT NO. 2107363000

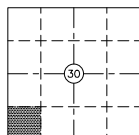
X-03
CENTER QUARTER CORNER, SECTION 31, T.51N, R.4W
FOUND 1/2 INCH REBAR IN THE INTERSECTION OF E
HOPE AVE AND N MAVERICK LN
CP&F INSTRUMENT NO. 1397661

SURVEYOR'S NARRATIVE:

NO ODDITIES WERE FOUND DURING THE COURSE OF
THIS SURVEY. THE BOUNDARY IS BASED ON FOUND
MONUMENTATION AND SECTIONAL LINES PER SURVEY
REFERENCES LISTED HEREON.

BASIS OF BEARING:

A BEARING OF N88°09'44"W WAS ASSUMED ALONG
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF
SECTION 30, AS SHOWN HEREON.



S30, T.51N., R.4W., B.M.



**civil engineering planning
landscape architecture surveying**

510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE	09/22/2022	SCALE	1" = 40'
FIELD BOOK	21-288	DRAWN	JRB
PROJECT NUMBER	21-288	DRAWING NO.	2 OF 2

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

Corhaven 41, LLC

FOR

Retail Village I

<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

Retail Village I

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:
\$ 24,928.40
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 261,725.00**
3. Other improvements for which bonding is required: **\$ 31,083.49**
4. Street trees within public right-of-way: **\$ 0**
5. Total cost of improvements: **\$ 317,736.89**
6. Warranty amount: **\$ 31,773.69**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Retail Village I

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Retail Village I Allocation

Sanitary Sewer		Qty	Units	Unit Price	Total RV I
	6" Sewer Pipe	545.3243	lf	\$ 57.00	\$31,083.49
	48" Sewer Manhole	0	ea	\$ 5,378.00	-
Water		Qty	Units	Unit Price	Total RV1
	Connect to Existing	3	ea	\$ 2,518.32	\$ 7,554.96
	12" Water Main	746	lf	\$ 140.20	\$ 104,589.20
	8" Water Main	793	lf	\$ 118.65	\$ 94,089.45
	6" Water Main (Stubs to Bldg. Sites)	266	LF	\$ 100.17	\$ 26,645.22
	Fire Hydrant Assemblies	3	ea	\$ 9,615.39	\$ 28,846.17
Miscellaneous					
	ADA Truncated Domes	8	ea	\$250.00	\$2,000.00
	HMA (2"/4") - Pathway	579	sy	\$ 39.60	\$22,928.40

Total: \$317,736.89

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Retail Village I

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

Corhaven 41, LLC

FOR

Retail Village I

CONSTRUCTION DRAWINGS

Plans Titled: **Retail Village**

Dated: **12/8/2022**

By: **Jerry Storhaug, P.E.**

Sheets 1 through **19**

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

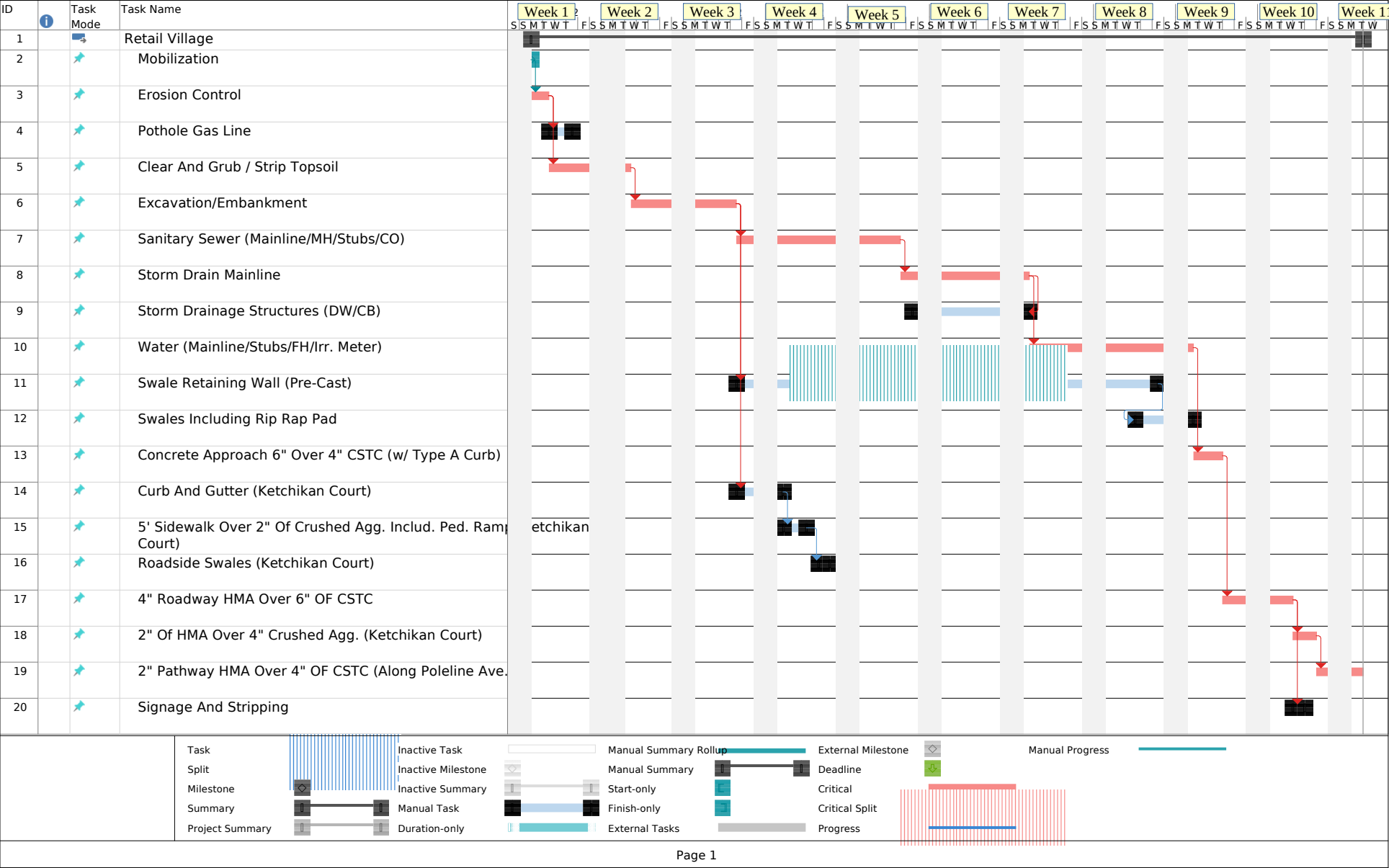
Corhaven 41, LLC

FOR

Retail Village I

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.



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

Corhaven 41, LLC

FOR

Retail Village I

ENGINEERING SERVICES FEE SUMMARY

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

Permit/Inspection		Fees	Unit	Base Rate	Quantity	Cost
Utility ROW		\$ 100.00	LS	\$ -	0	\$ -
Commercial ROW		\$ 350.00	LS	\$ -	1	\$ 350.00
Residential ROW		\$ 150.00	LS	\$ -	0	\$ -
Utility Trench	1-200'	\$ 250.00	LS	\$ -	1	\$ 250.00
	201-400'	\$ 350.00	LS	\$ -	0	\$ -
	401-600'	\$ 400.00	LS	\$ -	0	\$ -
	601-800'	\$ 450.00	LS	\$ -	0	\$ -
	Over 800	\$ 0.85	per ft	\$ -	0	\$ -
C&G		\$ 0.60	per ft	\$ 150.00	0	\$ -
Sidewalk & Approaches		\$ 0.60	per ft	\$ 150.00	521	\$ 462.60
Swales		\$ 0.20	per ft^2	\$ 150.00	0	\$ -
Drywells		\$ 60.00	Each	\$ -	0	\$ -
Pavement		\$ 0.50	per yd ^2	\$ 150.00	0	\$ -
Water Pressure Test		\$ 120.00	per Test	\$ -	0	\$ -
Sewer Pressure Test		\$ 120.00	per Test	\$ -	0	\$ -
Street Tree Inspection		\$ 40.00	per Tree	\$ -	0	\$ -
Total						\$ 1,062.60

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

Corhaven 41, 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: **Kootenai Electric Cooperative**

Street light type: **Cobra Head**

2 lights X 12 months X \$ **35.00** per month = \$ **840.00**

TOTAL = \$ 840.00

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

Corhaven 41, LLC

FOR

Retail Village I

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

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

_____ (# of SF homes) x \$6,959.00 = \$_____

_____ (# of Commercial service units) x \$6,959.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$6,959.00
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Corhaven 41, LLC

FOR

Retail Village I

 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"	= \$3,273.00 Residential	=	\$ _____
_____ x	1"	= \$5,455.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$10,910.01	=	\$ _____
_____ x	2"	= \$17,456.01	=	\$ _____

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

Corhaven 41, LLC

FOR

Retail Village I

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Jerry Storhaug, P.E.
ENGINEERING FIRM: Storhaug Engineering
ADDRESS: 510 E 3rd Ave.
CITY: Spokane **STATE:** WA **ZIP:** 99202
PHONE NO.: (509) 242-1000
E-MAIL ADDRESS: austin.storhaug@storhaug.com

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

Corhaven 41, LLC

FOR

Retail Village I

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

Corhaven 41, LLC

FOR

Retail Village I

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

Corhaven 41, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

____ 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.

X 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 **\$ 3,000.00**, and is based upon **5** trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

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 **Corhaven 41, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____, 20____, respecting the development of **Retail Village II**, 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, **Jordan Wirsz**, 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

Jordan Wirsz
Corhaven 41, LLC
13403 N. Government Way #308
Hayden, ID 83854
(208) 834-1000

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

Retail Village II

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

ATTACHMENT "A"

Exhibit A
Legal Property Description

THAT PORTION OF TRACT 57, BLOCK 30 OF THE FINAL PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK "C" OF PLATS, PAGE 78, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF WARRANT DEED 1231195 AS SHOWN ON THE RECORD OF PARCEL 1: SURVEY AS RECORDED IN BOOK 25, PAGE 95; THENCE

NORTH 02°04'07" EAST ALONG THE EAST RIGHT OF WAY LINE OF HIGHWAY 41 A DISTANCE OF 193.49 FEET; THENCE

SOUTH 87°04'34" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 13.39 FEET TO THE POINT OF BEGINNING; THENCE

NORTH 01°36'16" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 411.64 FEET TO THE NORTH LINE OF TRACT 57 OF SAID PLAT; THENCE

SOUTH 88°21'31" EAST ALONG SAID LINE A DISTANCE OF 240.00 FEET; THENCE

SOUTH 01°36'16" WEST A DISTANCE OF 411.64 FEET; THENCE

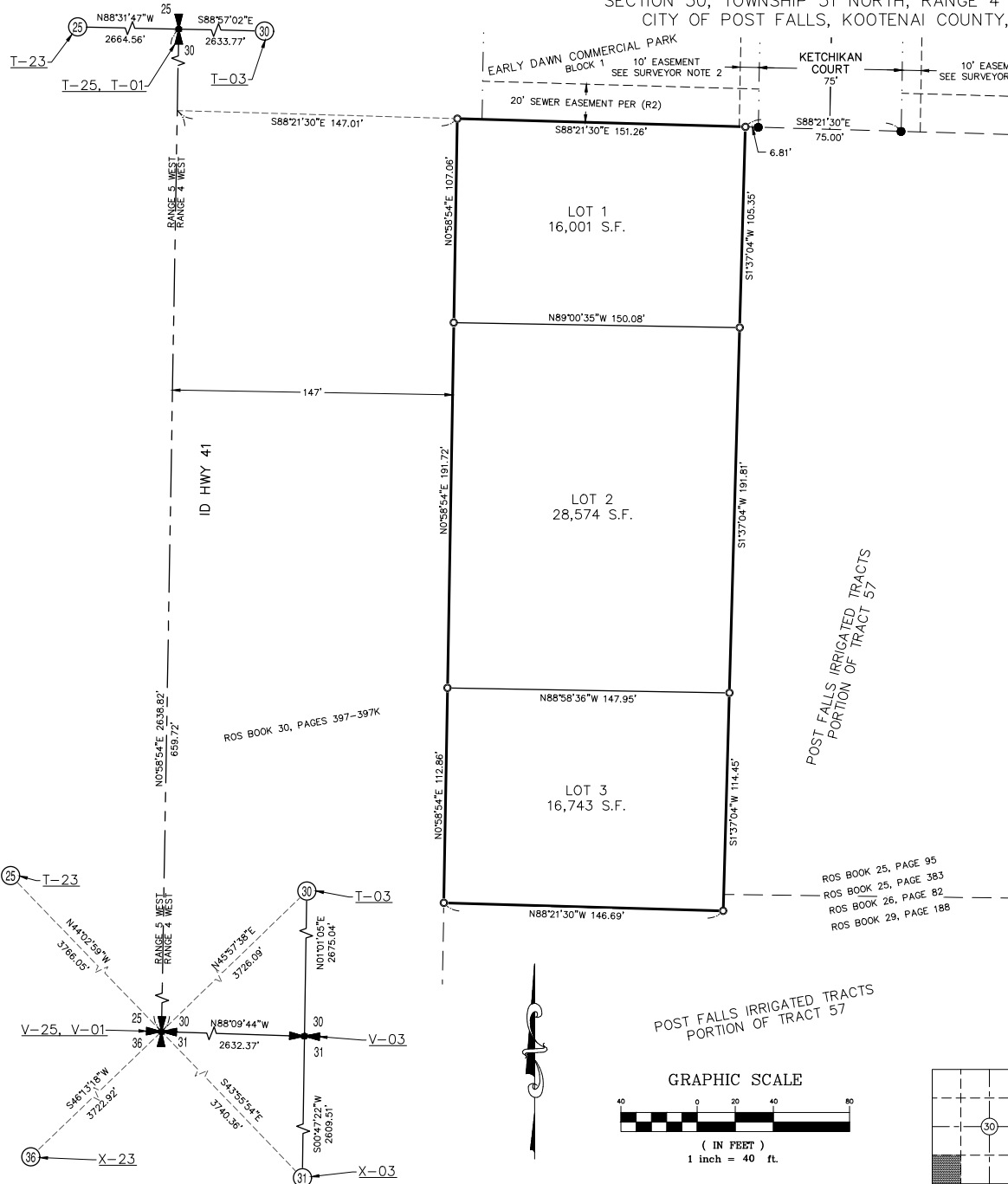
NORTH 88°21'31" WEST A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT BY DEED RECORDED FEBRUARY 12, 2021 AS INSTRUMENT NO. 2811912000, RECORDS OF KOOTENAI COUNTY, IDAHO.

RETAIL VILLAGE II MINOR SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER,
SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ INSTRUMENT NO. _____



SECTIONAL MONUMENTS

T-23
CENTER QUARTER CORNER, SECTION 25, T.51N, R.5W
FOUND 3.25 INCH ALUMINUM CAP, PLS 4182, IN THE
INTERSECTION OF E HOPE AVE AND N CECIL RD
CP&F INSTRUMENT NO. 2540621000

T-25, T-01
EAST QUARTER CORNER, SECTION 25, T.51N, R.5W
WEST QUARTER CORNER, SECTION 30, T.51N, R.4W
CALCULATED POSITION, SEE SURVEYOR NOTE 1
CP&F INSTRUMENT NO. 2628322000

V-25, V-01
SECTION CORNER, SECTIONS 25 AND 36, T.51N, R.5W
SECTION CORNER, SECTIONS 30 AND 31, T.51N, R.4W
CALCULATED POSITION, SEE SURVEYOR NOTE 1
CP&F INSTRUMENT NO. 2628321000

X-23
CENTER QUARTER CORNER, SECTION 36, T.51N, R.5W
FOUND 1/2" REBAR IN THE INTERSECTION OF E HOPE
AVE AND N CECIL RD
CP&F INSTRUMENT NO. 1998759

T-03
CENTER QUARTER CORNER, SECTION 30, T.51N, R.4W
FOUND 2 INCH ALUMINUM CAP, PLS 4182, IN THE
CENTERLINE OF E HOPE AVE, E OF TRAFFIC CIRCLE
CP&F INSTRUMENT NO. 2422764000

V-03
SOUTH QUARTER CORNER, SECTION 30, T.51N, R.4W
NORTH QUARTER CORNER, SECTION 31, T.51N, R.4W
FOUND 5/8 INCH REBAR IN THE CENTERLINE OF E
POLELINE AVE ON THE EAST EDGE OF N FENNECUS LN
CP&F INSTRUMENT NO. 2107363000

X-03
CENTER QUARTER CORNER, SECTION 31, T.51N, R.4W
FOUND 1/2 INCH REBAR IN THE INTERSECTION OF E
HOPE AVE AND N MAVERICK LN
CP&F INSTRUMENT NO. 1397661

BASIS OF BEARING:

A BEARING OF N88°09'44"W WAS ASSUMED ALONG
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF
SECTION 30, AS SHOWN HEREON.

SURVEY REFERENCES:

- (R1) POST FALLS IRRIGATED TRACTS,
BOOK C OF PLATS, PAGE 78
- (R2) EARLY DAWN COMMERCIAL PARK,
BOOK K OF PLATS, PAGES 232-232A
- (R3) FOXTAIL ADDITION,
BOOK K OF PLATS, PAGES 388-388A
- (R4) RECORD OF SURVEY, BOOK 15 OF
SURVEYS, PAGE 39
- (R5) RECORD OF SURVEY, BOOK 25 OF
SURVEYS, PAGE 95
- (R6) RECORD OF SURVEY, BOOK 25 OF
SURVEYS, PAGE 331
- (R7) RECORD OF SURVEY, BOOK 25 OF
SURVEYS, PAGE 383
- (R8) RECORD OF SURVEY, BOOK 25 OF
SURVEYS, PAGE 418
- (R9) RECORD OF SURVEY, BOOK 26 OF
SURVEYS, PAGE 082
- (R10) RECORD OF SURVEY, BOOK 27 OF
SURVEYS, PAGE 441
- (R11) RECORD OF SURVEY, BOOK 29 OF
SURVEYS, PAGE 188
- (R12) RECORD OF SURVEY, BOOK 30 OF
SURVEYS, PAGES 397-397K
- (R13) SPECIAL WARRANTY DEED
INSTRUMENT NO. 2639008000
- (R14) RIGHT-OF-WAY DEED
INSTRUMENT NO. 2811912000
- (R15) AGREEMENT FOR POSSESSION
INSTRUMENT NO. 2813930000
- (R16) LOT LINE ADJUSTMENT WARRANTY DEED
INSTRUMENT NO. 2879642000

LEGEND

- FOUND 5/8" REBAR W/
PLASTIC CAP, PLS 12468
- SET 5/8" X 24" REBAR W/
PLASTIC CAP, PLS 15434
- PLAT BOUNDARY
- - - - - EXISTING PROPERTY LINE
- - - - - PROPOSED PROPERTY LINE
- - - - - SECTIONAL LINE
- - - - - RIGHT-OF-WAY LINE
- - - - - EASEMENT LINE
- - - - - TIE LINE

SURVEYOR'S NARRATIVE:

NO ODDITIES WERE FOUND DURING THE COURSE OF
THIS SURVEY. THE BOUNDARY IS BASED ON FOUND
MONUMENTATION AND SECTIONAL LINES PER SURVEY
REFERENCES LISTED HEREON.

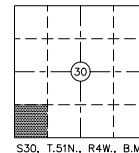
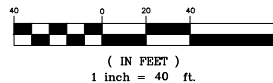
SURVEYOR'S NOTES:

- 1) DURING THE TIME OF THE SURVEY OF THE SUBJECT
PARCEL, HIGHWAY 41 WAS UNDER CONSTRUCTION.
- 2) 10' SIDEWALK AND UTILITY EASEMENT PER PLAT OF
EARLY DAWN COMMERCIAL PARK (R2)



POST FALLS IRRIGATED TRACTS
PORTION OF TRACT 57

GRAPHIC SCALE



S30, T.51N., R.4W., B.M.

**civil engineering planning
landscape architecture surveying**

510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE	09/22/2022	SCALE	1" = 40'
FIELD BOOK	21-288	DRAWN	JRB
PROJECT NUMBER	21-288	DRAWING NO.	2 OF 2

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

Corhaven 41, LLC

FOR

Retail Village II

<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

Retail Village II

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:
\$ 5,378.00
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 261,725.00**
3. Other improvements for which bonding is required: **\$ 18,761.00**
4. Street trees within public right-of-way: **\$ 0**
5. Total cost of improvements: **\$ 285,864.00**
6. Warranty amount: **\$ 28,586.40**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Retail Village II

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Retail Village II Allocation

Sanitary Sewer		Qty	Units	Unit Price	Total RV2
	6" Sewer Pipe	329.1404	lf	\$ 57.00	\$18,761.00
	48" Sewer Manhole	1	ea	\$ 5,378.00	\$5,378.00
Water		Qty	Units	Unit Price	Total RV2
	Connect to Existing	3	ea	\$ 2,518.32	\$ 7,554.96
	12" Water Main	746	lf	\$ 140.20	\$ 104,589.20
	8" Water Main	793	lf	\$ 118.65	\$ 94,089.45
	6" Water Main (Stubs to Bldg. Sites)	266	LF	\$ 100.17	\$ 26,645.22
	Fire Hydrant Assemblies	3	ea	\$ 9,615.39	\$ 28,846.17

Total: \$285,864.00

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Retail Village II

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

Corhaven 41, LLC

FOR

Retail Village II

CONSTRUCTION DRAWINGS

Plans Titled: **Retail Village**

Dated: **12/8/2022**

By: **Jerry Storhaug, P.E.**

Sheets 1 through 19

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

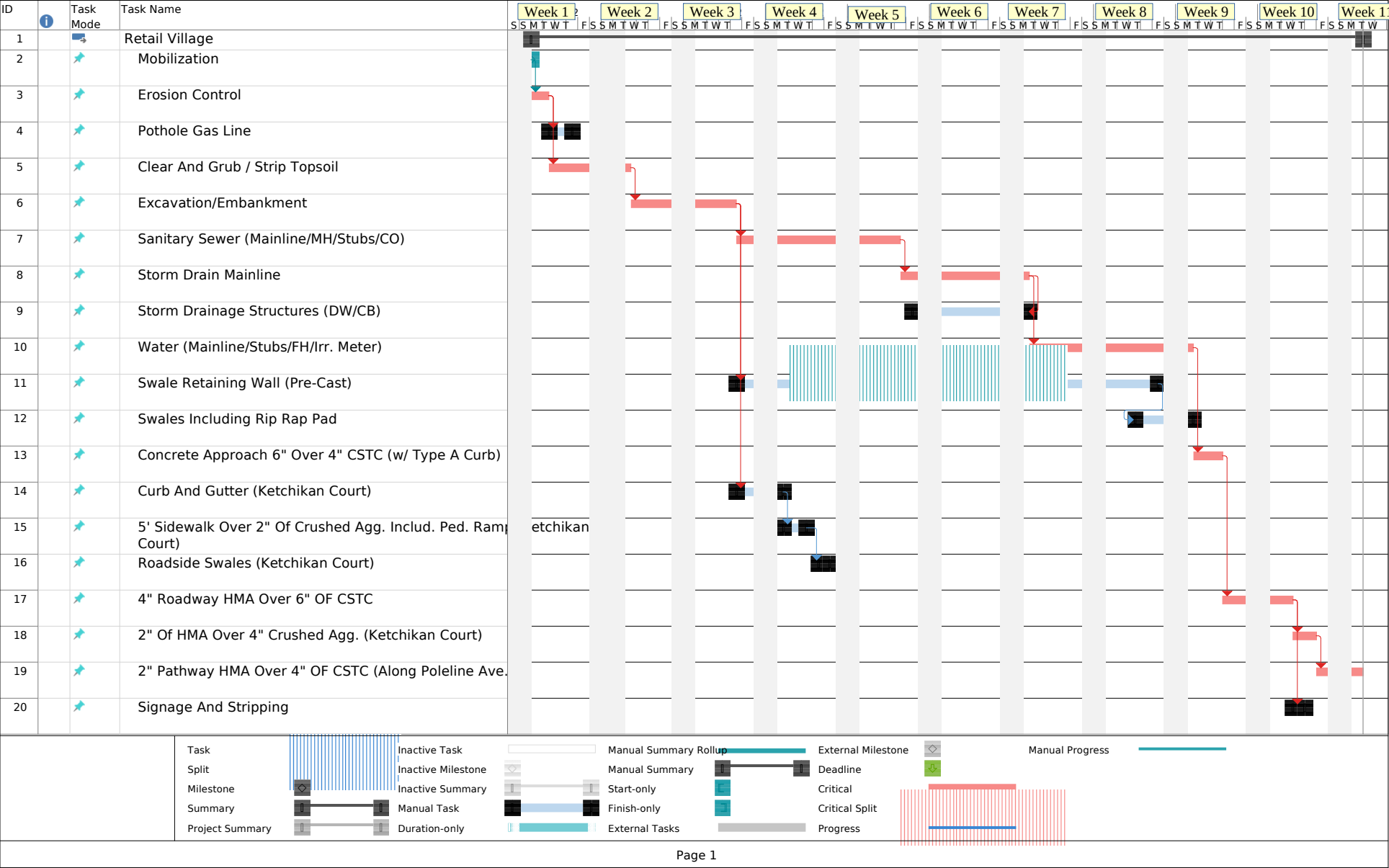
Corhaven 41, LLC

FOR

Retail Village II

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.



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

Corhaven 41, LLC

FOR

Retail Village II

ENGINEERING SERVICES FEE SUMMARY

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

Permit/Inspection		Fees	Unit	Base Rate	Quantity	Cost
Utility ROW		\$ 100.00	LS	\$ -	0	\$ -
Commercial ROW		\$ 350.00	LS	\$ -	covered under Retail Village I	
Residential ROW		\$ 150.00	LS	\$ -	0	\$ -
Utility Trench	1-200'	\$ 250.00	LS	\$ -	1	\$ 250.00
	201-400'	\$ 350.00	LS	\$ -	0	\$ -
	401-600'	\$ 400.00	LS	\$ -	0	\$ -
	601-800'	\$ 450.00	LS	\$ -	0	\$ -
	Over 800	\$ 0.85	per ft	\$ -	0	\$ -
C&G		\$ 0.60	per ft	\$ 150.00	0	\$ -
Sidewalk & Approaches		\$ 0.60	per ft	\$ 150.00	0	\$ -
Swales		\$ 0.20	per ft^2	\$ 150.00	0	\$ -
Drywells		\$ 60.00	Each	\$ -	0	\$ -
Pavement		\$ 0.50	per yd ^2	\$ 150.00	0	\$ -
Water Pressure Test		\$ 120.00	per Test	\$ -	0	\$ -
Sewer Pressure Test		\$ 120.00	per Test	\$ -	0	\$ -
Street Tree Inspection		\$ 40.00	per Tree	\$ -	0	\$ -
Total						\$ 250.00

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

Corhaven 41, 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: **N/A**

Street light type: _____

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

Street light type: _____

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

TOTAL = \$_____

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

Corhaven 41, LLC

FOR

Retail Village II

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

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

_____ (# of SF homes) x \$6,959.00 = \$_____

_____ (# of Commercial service units) x \$6,959.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$6,959.00
-----------------------------------	------------

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

Corhaven 41, LLC

FOR

Retail Village II

 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"	= \$3,273.00 Residential	=	\$	_____
_____	x	1"	= \$5,455.00 Commercial	=	\$	_____
_____	x	1-1/2"	= \$10,910.01	=	\$	_____
_____	x	2"	= \$17,456.01	=	\$	_____

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

Corhaven 41, LLC

FOR

Retail Village II

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Jerry Storhaug, P.E.
ENGINEERING FIRM: Storhaug Engineering
ADDRESS: 510 E. 3rd Ave
CITY: Spokane **STATE:** WA **ZIP:** 99202
PHONE NO.: (509) 242-1000
E-MAIL ADDRESS: austin.storhaug@storhaug.com

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

Corhaven 41, LLC

FOR

Retail Village II

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

Corhaven 41, LLC

FOR

Retail Village II

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

Corhaven 41, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

____ 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.

X 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 \$ **4,200.00**, and is based upon **7** trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

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 **Corhaven 41, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Retail Village III**, 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, **Jordan Wirsz**, 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

Jordan Wirsz
Corhaven 41, LLC
13403 N. Government Way #308
Hayden, ID 83835
(208) 834-1000

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

Retail Village III

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

ATTACHMENT "A"

Exhibit A
Legal Property Description

A PORTION OF TRACT 57, BLOCK 30 OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C OF PLATS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN;

THENCE S88°09'44"E ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 654.90 FEET TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 57;

THENCE N00°59'09"E ALONG SAID SOUTHERLY PROLONGATION, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 57;

THENCE CONTINUING N00°59'09"E ALONG THE EAST LINE OF SAID TRACT 57, A DISTANCE OF 234.81 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°59'09"E ALONG THE EAST LINE OF SAID TRACT 57, A DISTANCE OF 397.15 FEET TO THE NORTH LINE OF SAID TRACT 57;

THENCE N88°21'30"W ALONG SAID NORTH LINE, A DISTANCE OF 356.65 FEET EAST BOUNDARY LINE OF THAT PARTICULAR PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AT INSTRUMENT 2639008000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE S01°37'04"W SAID EAST BOUNDARY LINE, A DISTANCE OF 402.95 FEET;

THENCE S89°16'58"E, A DISTANCE OF 361.08 FEET TO THE POINT OF BEGINNING.

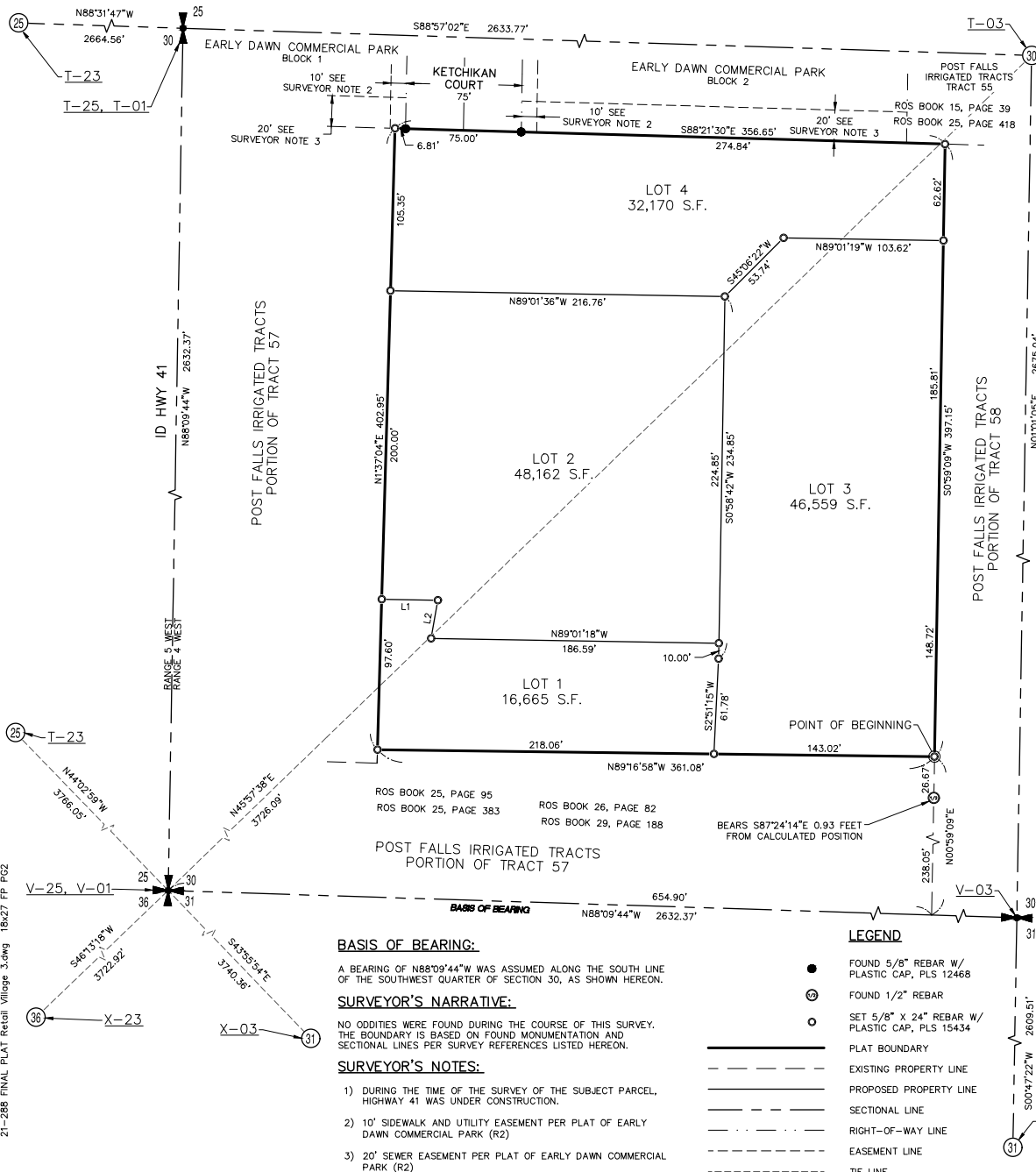
A BLANKET UTILITY EASEMENT IS HEREBY GRANTED TO UTILITY PROVIDERS ACROSS LOTS 1, 2, 3, AND 4.

A BLANKET INGRESS/EGRESS EASEMENT IS HEREBY GRANTED TO LOTS 1, 2, 3, AND 4 OF THIS PLAT, AND TO THE PROPERTIES IMMEDIATELY TO THE WEST AND SOUTH, ACROSS LOTS 1, 2, 3, AND 4, ALLOWING THE BENEFITING PARCELS TO HAVE ACCESS AT THE COMMON ACCESS POINT OF N KETCHIKAN CT. FUTURE SITE DEVELOPMENT MUST BE CONFIGURED TO ALLOW ACCESS TO N KETCHIKAN CT AND TO THE PROPERTIES IMMEDIATELY TO THE WEST AND SOUTH.

RETAIL VILLAGE III MINOR SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER,
SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ INSTRUMENT NO. _____



SECTIONAL MONUMENTS

T-23
CENTER QUARTER CORNER, SECTION 25, T.51N, R.5W
FOUND 3.25 INCH ALUMINUM CAP, PLS 4182, IN THE
INTERSECTION OF E HOPE AVE AND N CECIL RD
CP&F INSTRUMENT NO. 2540621000

T-25, T-01
EAST QUARTER CORNER, SECTION 25, T.51N, R.5W
WEST QUARTER CORNER, SECTION 30, T.51N, R.4W
CALCULATED POSITION, SEE SURVEYOR NOTE 1
CP&F INSTRUMENT NO. 2628322000

V-25, V-01
SECTION CORNER, SECTIONS 25 AND 36, T.51N, R.5W
SECTION CORNER, SECTIONS 30 AND 31, T.51N, R.4W
CALCULATED POSITION, SEE SURVEYOR NOTE 1
CP&F INSTRUMENT NO. 2628321000

X-23
CENTER QUARTER CORNER, SECTION 36, T.51N, R.5W
FOUND 1/2" REBAR IN THE INTERSECTION OF E HOPE
AVE AND N CECIL RD
CP&F INSTRUMENT NO. 1998759

T-03
CENTER QUARTER CORNER, SECTION 30, T.51N, R.4W
FOUND 2 INCH ALUMINUM CAP, PLS 4182, IN THE
CENTERLINE OF E HOPE AVE, E OF TRAFFIC CIRCLE
CP&F INSTRUMENT NO. 2422764000

V-03
SOUTH QUARTER CORNER, SECTION 30, T.51N, R.4W
NORTH QUARTER CORNER, SECTION 31, T.51N, R.4W
FOUND 5/8 INCH REBAR IN THE CENTERLINE OF E
POLELINE AVE ON THE EAST EDGE OF N FENNECUS LN
CP&F INSTRUMENT NO. 2107363000

X-03
CENTER QUARTER CORNER, SECTION 31, T.51N, R.4W
FOUND 1/2 INCH REBAR IN THE INTERSECTION OF E
HOPE AVE AND N MAVERICK LN
CP&F INSTRUMENT NO. 1397661

SURVEY REFERENCES:

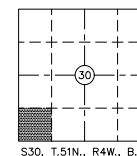
- (R1) POST FALLS IRRIGATED TRACTS, BOOK C OF PLATS, PAGE 78
- (R2) EARLY DAWN COMMERCIAL PARK, BOOK K OF PLATS, PAGES 232-232A
- (R3) FOXTAIL ADDITION, BOOK K OF PLATS, PAGES 388-388A
- (R4) RECORD OF SURVEY, BOOK 15 OF SURVEYS, PAGE 39
- (R5) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 95
- (R6) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 331
- (R7) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 383
- (R8) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 418
- (R9) RECORD OF SURVEY, BOOK 26 OF SURVEYS, PAGE 082
- (R10) RECORD OF SURVEY, BOOK 27 OF SURVEYS, PAGE 441
- (R11) RECORD OF SURVEY, BOOK 29 OF SURVEYS, PAGE 188
- (R12) RECORD OF SURVEY, BOOK 30 OF SURVEYS, PAGES 397-397K
- (R13) SPECIAL WARRANTY DEED INSTRUMENT NO. 2639008000
- (R14) RIGHT-OF-WAY DEED INSTRUMENT NO. 2811912000
- (R15) AGREEMENT FOR POSSESSION INSTRUMENT NO. 2813930000
- (R16) LOT LINE ADJUSTMENT WARRANTY DEED INSTRUMENT NO. 2879642000

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

LINE TABLE		
L#	BEARING	DISTANCE
L1	N89°01'18"W	36.33'
L2	N09°57'54"E	25.16'



S30, T.51N., R.4W., B.M.



**civil engineering planning
landscape architecture surveying**

510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE 09/22/2022	SCALE 1" = 50'
FIELD BOOK 21-288	DRAWN JRB
PROJECT NUMBER 21-288	DRAWING NO. 2 OF 2

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

Corhaven 41, LLC

FOR

Retail Village III

<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

Retail Village III

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: **\$ 26,864.36**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 261,725.00**
3. Other improvements for which bonding is required: **\$ 44,148.51**
4. Street trees within public right-of-way: **\$ N/A**
5. Total cost of improvements: **\$ 332,737.87**
6. Warranty amount: **\$ 33,273.79**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Retail Village III

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Retail Village III Allocation

Sanitary Sewer	Qty	Units	Unit Price	Total RV3
6" Sewer Pipe	774.53	53 lf	\$ 57.00	\$44,148.51
Water	Qty	Units	Unit Price	Total RV3
Connect to Existing	3	ea	\$ 2,518.32	\$ 7,554.96
12" Water Main	746	lf	\$ 140.20	\$ 104,589.20
8" Water Main	793	lf	\$ 118.65	\$ 94,089.45
6" Water Main (Stubs to Bldg. Sites)	266	LF	\$ 100.17	\$ 26,645.22
Fire Hydrant Assemblies	3	ea	\$ 9,615.39	\$ 28,846.17
Ketchikan Improvements	Qty	Units	Unit Price	Total RV3
Sawcut Existing Asphalt - Ketchikan Court	40	lf	\$ 4.30	\$ 172.00
Remove Asphalt - Ketchikan Court	550	sy	\$ 7.16	\$ 3,938.00
Curb & Gutter - Ketchikan Court	155	lf	\$ 49.60	\$ 7,688.00
Roadside Swales - Ketchikan Court	1706	sf	\$ 0.54	\$ 921.24
HMA (2"/4") - Ketchikan Court	342	sy	\$ 41.36	\$ 14,145.12

Total: \$332,737.87

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Retail Village III

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

Corhaven 41, LLC

FOR

Retail Village III

CONSTRUCTION DRAWINGS

Plans Titled: **Retail Village**

Dated: **12/8/2022**

By: **Jerry Storhaug, P.E.**

Sheets 1 through 19

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

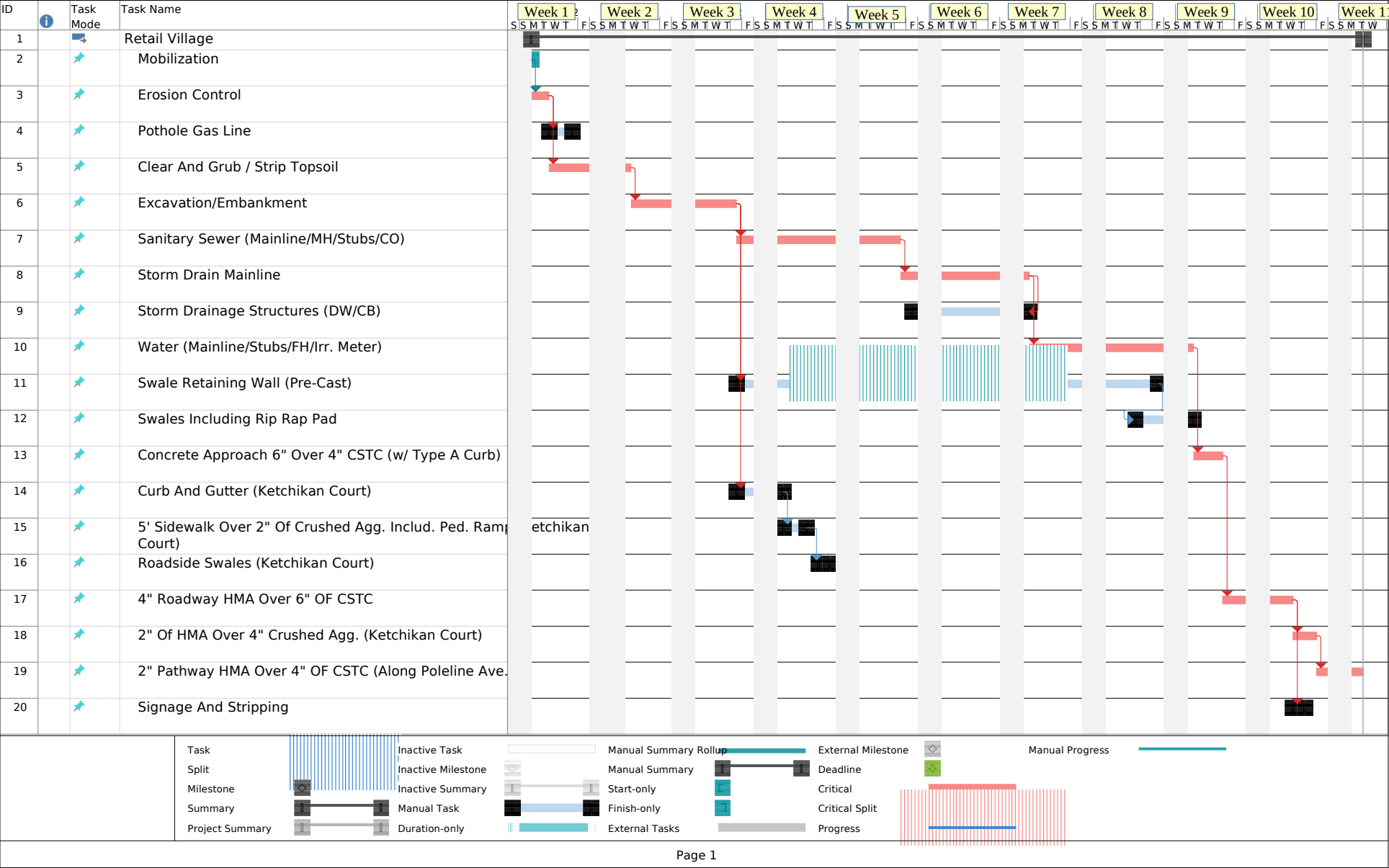
Corhaven 41, LLC

FOR

Retail Village III

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.



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

Corhaven 41, LLC

FOR

Retail Village III

ENGINEERING SERVICES FEE SUMMARY

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

Permit/Inspection		Fees	Unit	Base Rate	Quantity	Cost
Utility ROW		\$ 100.00	LS	\$ -	0	\$ -
Commercial ROW		\$ 350.00	LS	\$ -	covered under Retail Village I	
Residential ROW		\$ 150.00	LS	\$ -	0	\$ -
Utility Trench	1-200'	\$ 250.00	LS	\$ -	1	\$ 250.00
	201-400'	\$ 350.00	LS	\$ -	0	\$ -
	401-600'	\$ 400.00	LS	\$ -	0	\$ -
	601-800'	\$ 450.00	LS	\$ -	0	\$ -
	Over 800	\$ 0.85	per ft	\$ -	0	\$ -
C&G		\$ 0.60	per ft	\$ 150.00	155	\$ 243.00
Sidewalk & Approaches		\$ 0.60	per ft	\$ 150.00	137	\$ 232.20
Swales		\$ 0.20	per ft^2	\$ 150.00	17017	\$ 3,553.40
Drywells		\$ 60.00	Each	\$ -	5	\$ 300.00
Pavement		\$ 0.50	per yd ^2	\$ 150.00	342	\$ 321.00
Water Pressure Test		\$ 120.00	per Test	\$ -	0	\$ -
Sewer Pressure Test		\$ 120.00	per Test	\$ -	0	\$ -
Street Tree Inspection		\$ 40.00	per Tree	\$ -	0	\$ -
Total						\$ 4,899.60

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

Corhaven 41, 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: **N/A**

Street light type: _____

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

Street light type: _____

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

TOTAL = \$_____

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

Corhaven 41, LLC

FOR

Retail Village III

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

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

_____ (# of SF homes) x \$6,959.00	=	\$_____
_____ (# of Commercial service units) x \$6,959.00	=	\$_____
_____ (# of structures connecting) x (Utility Deposit = \$60.00)	=	\$_____

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$6,959.00
-----------------------------------	------------

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

Corhaven 41, LLC

FOR

Retail Village III

 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"	= \$3,273.00 Residential	=	\$	_____
_____ x	1"	= \$5,455.00 Commercial	=	\$	_____
_____ x	1-1/2"	= \$10,910.01	=	\$	_____
_____ x	2"	= \$17,456.01	=	\$	_____

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

Corhaven 41, LLC

FOR

Retail Village III

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Jerry Storhaug

ENGINEERING FIRM: Storhaug Engineering

ADDRESS: 510 E. 3rd Ave

CITY: Spokane STATE: WA ZIP: 99202

PHONE NO.: (509) 242-1000

E-MAIL ADDRESS: austin.storhaug@storhaug.com

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

Corhaven 41, LLC

FOR

Retail Village III

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

Corhaven 41, LLC

FOR

Retail Village III

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

Corhaven 41, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

N/A 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.

N/A 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: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis, Admin Streets
SUBJECT: Street Division Request to Surplus Equipment

ITEM AND RECOMMENDED ACTION:

The Grass King Flail Mower attachment is beyond its useful life span. The Street department is prepared to send the mower attachment to auction.

DISCUSSION:

The Grass King Flail Mower attachment is beyond its useful life span. The Street department is prepared to send the mower attachment to auction.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Sold at auction

BUDGET CODE:

001-431.0000.90010

ATTACHMENTS:

1. S401 - Grass King Flail Mower

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Prairie Trail Improvement Agreement with the Jacklin Land Company

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

On July 18, 2022, the City and the Jacklins entered into a Development and Annexation Agreement that contemplated this future agreement allowing the Jacklins to salvage the rails and ties and for the use of ballast and subsurface structural soils on city property for their use as road base in exchange for constructing a 12' trail in City Property.

Since the time of the Development and Annexation Agreement, the City has the desire to increase the trail width to 15' to match the recent 15' trail extension by the City of Coeur d'Alene to Meyer Road. Additionally, the City has the desire to construct a connector trail from Prairie Ave to Meyer Road, allowing a pedestrian and bicycle connection from Coeur d'Alene to Post Falls. With the three-foot trail width increase and the construction of the connector trail, which were outside the original Development and Annexation Agreement, the Jacklin Land Company is entitled to the reimbursement amount of \$194,119.00 to be paid with Multi-Modal Impact Fees.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 16, 2022 - Jacklin-Prairie Annexation Development Agreement and Dedications of Right-of-Way and Easement.

August 16, 2022 - Jacklin-Prairie Annexation Reasoned Decision

August 16, 2022 - Ordinance – Jacklin-Prairie Annexation File No. ANNX-0012-2021

APPROVED OR DIRECTION GIVEN:

The council approved the previous items.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$194,119.00 - Multi-Modal Impact Fees

BUDGET CODE:

037-431.1711.95520

ATTACHMENTS:

1. 2023.11.07 Jacklin Executed Prairie Trail Extension Agreement
2. 2023.11.07 Exhibit B - Prairie Trail Extension

3. 2023.10.26 Exhibit A - Prairie Trail Extension Agreement

TRAIL IMPROVEMENT AGREEMENT

Prairie Trail Extension

This Trail Improvement Agreement (“**Agreement**”) is entered into this 30th day of October, 2023, between the **City of Post Falls** (hereinafter the “**City**”) and **Jacklin Land Company LLLP** (hereinafter “**Jacklin**”), an Idaho Limited Liability Limited Partnership, which its principal place of business at 4752 W. Riverbend Ave., Post Falls, ID 83854 to confirm the parties understanding of Jacklin’s obligation to design and construct an extension of the Prairie Trail on public property owned by the City. This Agreement is not binding upon either party unless and until all parties have executed and delivered this Agreement.

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

RECITALS:

1. In 2021 the City obtained a portion of the former “Feeley Spur” of the Union Pacific Railroad via quit claim deed, recorded as **Instrument #2843759000**, from the Idaho Department of Transportation with the intention of constructing an extension of the existing Prairie Trail. The portion of the Feeley Spur obtained by the City (hereinafter “**Parcel 71**”), is legally described and depicted on the attached **Exhibit “A”**, which by this reference is incorporated herein.
2. The City’s adopted Capital Improvement Plan and Impact Fee includes a fee for the development of multi-modal trails including a planned project for the extension of the Prairie Trail from Meyer Road to Greensferry Road.
3. On July 18, 2022 the parties entered into a Development and Annexation Agreement, recorded as **Instrument #2912341000**, that contemplated a future agreement between the parties allowing Jacklin to salvage the rail and ties from Parcel 71 and the use of ballast and subsurface structural soil in the corridor for road base in exchange for Jacklin constructing a twelve foot (12’) wide extension of the Prairie Trail between Prairie Avenue and Highway 41 (the “**Prairie Trail Extension**”) at its sole cost.
4. On September 14, 2022, the parties executed a License Agreement to authorize Jacklin to remove the rail ties and rails from Parcel 71 consistent with the Development and Annexation Agreement between the parties. The work of removing the rails and ties has been completed in accordance with the License Agreement.
5. Since the time of the Development and Annexation Agreement between the parties, the City of Coeur d’Alene has obtained a grant to construct a fifteen foot (15’) wide extension of the Prairie Trail from Huetter Road to Meyer Road.
6. The City desires to match the design of the Prairie Trail extension being constructed by the City of Coeur d’Alene and further desires to ensure that a suitable connector trail, (the “**Connector Trail**”), is constructed between Meyer Road and the Prairie Trail on Parcel 71 to ensure pedestrian and bicycle access along the full length of the Prairie Trail and connection to the pedestrian and bicycle trail along Highway 41.

7. The parties now enter into this agreement to formalize the parties understanding regarding Jacklin's obligation to construct the extension of the Prairie Trail.

AGREEMENT:

1. Recitals True: The Recitals are true and correct.

2. Jacklin to Construct Prairie Trail: Jacklin agrees to design and construct the southeastern portion of the Prairie Trail Extension from Prairie Avenue to the western edge of the Zorros Road improvements on Parcel 71. The parties may, by an amendment to this agreement, agree for Jacklin to design and construct the northwest portion of the Prairie Trail extension from the western edge of the Zorros Road improvements to Highway 41. The Prairie Trail Extension will be fifteen feet (15') wide and the grade of the Prairie Trail Extension will be lowered adjacent to Prairie Avenue to facilitate the future construction of a trail tunnel under Prairie Avenue and to allow for connection of the Connector Trail, which is lower than the grade of the former Feeley Spur or Prairie Avenue. Additionally, the Prairie Trail Extension must be constructed to comply with the construction plan set approved by the city attached to this Agreement as **Exhibit "B"**, which by this reference is incorporated herein.

3. Jacklin to Construct Connector Trail: Jacklin also agrees to design and construct the Connector Trail on the north side of Prairie Avenue between Meyer Road and the south end of the Prairie Trail Extension. The Connector Trail must be constructed to comply with the attached **Exhibit "B"**.

4. Jacklin may Remove and Use Ballast and Structural Soil: During the process of constructing the southeastern portion of the Prairie Trail Extension from Prairie Avenue to the western edge of the Zorros Road improvements on Parcel 71 and the Connector Trail (collectively the **"Trail Improvements"**), Jacklin may remove and use, for its own purposes, ballast and structural soil from Parcel 71 between Zorros Road and Prairie Avenue outside of the trail alignment and may replace the removed structural soils with topsoil provided that the other requirements of this Agreement are met. Following completion of the work, Jacklin agrees to reseed all disturbed portions of Parcel 71 from Prairie Avenue to the western edge of the Zorros Road improvements with a dryland seed mix.

5. Cost and Impact Fee Reimbursement: The parties previously agreed in the Annexation and Development Agreement between the parties, that Jacklin would construct a paved pedestrian and bicycle trail according to the specifications attached thereto, at its cost, in exchange for the ability to salvage the rail, ties, ballast, and structural soils from Parcel 71. The parties now agree that Jacklin is entitled to a reimbursement, from multi-modal impact fees collected up to the date that reimbursement is requested, for the costs of constructing the Connector Trail and for all additional trail improvements requested in this Trail Agreement, including but not limited to: the additional costs of constructing the additional three feet (3') of width on the Prairie Trail Extension beyond that contemplated by the Annexation and Development Agreement and the cost of installing Rapid Flashing Beacons at the trail crossings at Fennecus and Zorros Roads. Additionally, the City will pay an additional fifteen percent (15%) of the agreed upon additional construction costs to reimburse for the design and consultant costs associated with the additional construction costs. The parties agree that the total reimbursement amount that Jacklin is entitled to under this Agreement is \$194,119. If there are insufficient multi-modal impact fees collected to fully reimburse Jacklin for those costs that are reimbursable under this Agreement, the parties agree that Jacklin will be entitled to a credit against future multi-modal impact fees for any unreimbursed costs. The parties agree that any impact fee credit may not be transferred to any other party and expires five (5) years after the date that impact fee reimbursement is requested by Jacklin. The parties agree that this Agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

6. Jacklin to Retain Engineer: Jacklin agrees to retain a civil engineer and other necessary design professionals as may be needed (the **"Consultants"**) to complete the Trail Improvements and to

supervise their construction. The Consultants retained by Jacklin to perform work under this Agreement will not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the Consultants retained by Jacklin to design and supervise the construction and inspection of the work that is the subject of this Agreement are doing so for the benefit of Jacklin and the City. The Consultant's duties will include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice for the Consultant's professions.

7. Quality Assurance and General Standard of Workmanship: Jacklin's Consultants must coordinate with the City in performing their duties to provide for certification of all construction work on the Trail Improvements. The Engineer is responsible, in charge of the quality control/inspection activities. Jacklin must construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants, and conditions of this Agreement. Jacklin cannot incorporate any material or equipment into the Trail Improvements unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement must be new. All rocks larger than 1 inch must be removed prior to seeding.

8. Cost of Documents: All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by Jacklin will be furnished at Jacklin's expense, free of copyright.

9. Coordination and Approval of Design: Prior to beginning the design, the parties agree to meet and confer about the goals, objectives and limitations of the design. Jacklin agrees to require its Consultants to coordinate with the City on each phase of the design and construction of the Trail Improvements. Jacklin acknowledges and agrees that the final design must be approved by the City's Park and Recreation Director whose approval shall not unreasonably withheld or delayed. All construction must be high quality workmanship and be completed consistent with current city standard drawings and notes.

10. Performance Guaranty: Jacklin guarantees that it will construct the Trail Improvements contemplated by this Agreement by August 1, 2024. Jacklin agrees that if it fails to complete the Trail Improvements contemplated by this Agreement by that date that the City may withhold all development approvals for the area contained within the Jacklin Prairie Annexation (City File ANNX-0012-2021, Ordinance 1464 08/16/2022) including subdivision approval and building permits for any additional development until such time as Jacklin completes the trail improvements as outlined in this Agreement. Jacklin waives any claim it may have and agrees to indemnify, defend (at the city's option) and hold the City, its officers, employees and agents harmless from any and claims resulting from the City withholding development approvals consistent with this section.

11. License to Complete Trail Improvements: The City grants Jacklin and its contractors and employees a License to enter upon Parcel 71 for the limited purpose of completing the Trail Improvements contemplated by this Agreement and the activities described in Section 4. The License will automatically terminate upon the City's final acceptance of the Trail Improvements.

12. Permits, Laws, and Fees: Prior to construction, Jacklin will 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 Jacklin under this Agreement must comply with all applicable statutes, ordinances, rules, and regulations. Jacklin will pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated.

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

14. Work in Rights-Of-Way: Jacklin must comply with all ordinances and secure all necessary permits and authorizations pertaining to any work in public rights-of-way. Jacklin will coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent any delays in any required City construction, inconvenience to the public or other damage to the City.

15. Required Reporting: Jacklin must submit to the City, on a regular basis, written reports certified by the Engineer as required by this section. Express or implied approval by the City of any report or inspection does not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

15.1. A report describing the results of all tests and inspections required by the quality control program and all other test and inspection which Jacklin may make.

15.2. If actual progress indicates that Jacklin will not perform the work as scheduled, Jacklin will prepare and submit a revised schedule for the City's reasonable approval.

15.3. Jacklin will promptly furnish to the City copies of all final surveys and as-built drawings required for the completion of the Trail Improvements.

15.4. At the completion of construction and prior to acceptance by the City, the Engineer must 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 must include a cover letter with the Engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data.

16. Observance and Testing: The Consultant's or their representatives must attend regularly scheduled jobsite meetings with a City representative to review construction progress and inspection activities. The City may monitor the progress of the work and Jacklin'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 Jacklin from performing tests and inspections required by this Agreement. If Jacklin fails to notify the City of inspections, tests and construction progress as required by this Agreement, the City may require, at Jacklin'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. 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 Jacklin or any other person.

17. Stop Work Orders: If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that Jacklin will fail to comply, or if Jacklin does fail to comply with this Agreement or Jacklin or the Engineer fails to perform their inspection and quality control duties, the City may stop all further construction of Trail Improvements by issuing a stop work order regarding the nonconforming construction and notifying Jacklin and its Engineer of the order. The stop work order will remain in effect until the City approves arrangements made by Jacklin to remedy the nonconformity and Jacklin assures that future nonconformities will not occur. 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 Jacklin 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.

18. Notice of Stop Work to Be Included in Contracts: Jacklin will 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 Trail 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 if the work performed under this Agreement fails to comply with any provision of the Trail Improvement Agreement. If the City issues a stop work order, the contractor must immediately cease all work and await further instructions from Jacklin and City.

19. Repairs Prior to Acceptance: Jacklin will repair or pay the cost of repairing damage to any trail improvement that occurs prior to the City's final acceptance of the trail and related improvements, except for damage caused solely by the City, its agents, employees, or contractors. Jacklin will give reasonable notice to the City before undertaking the repair of any damaged improvement.

20. Operation of Improvements Prior to Final Acceptance: Before final acceptance, the City may enter upon, inspect, control, and operate any trail improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare, which will not constitute the acceptance of any improvement by the City, nor will such action affect, in any way, Jacklin's warranty under this Agreement.

21. Survey Monuments: Upon completing the Trail Improvements, Jacklin must replace any lot corners and survey monuments as required by Idaho Code.

22. Inspection Prior to Acceptance: Upon receiving notice that Jacklin has completed the Trail Improvements, the City will schedule inspections of the Trail Improvements within 15 days. The City may inspect all improvements and any other work in dedicated easements or rights-of-way. Utility providers may inspect any phase of work on an improvement of which it is to assume control. The City or the appropriate utility, will inform Jacklin in writing of any deficiencies in the work found during the inspection. Jacklin will, at its own expense, correct all deficiencies found. Upon receiving notice that the deficiencies have been corrected, the City, or the appropriate utility, will re-inspect the improvements within 15 days. Such re-inspections will continue until Jacklin has corrected all deficiencies in the Trail Improvements.

23. Requesting Acceptance: After a final inspection has determined that all trail improvements and other work in dedicated easements and rights-of-way meet City standards, Jacklin may request in writing that the City accept the Trail Improvements and reimbursement for any reimbursable work under this Agreement. The request must be accompanied by:

23.1. Certified as-built drawings that meets City standards.

23.2. A Certificate of Compliance signed and stamped by the Engineer establishing that the Trail Improvements have been constructed in accordance with the approved plans and that all private utility installation has been completed according to the plan.

23.3. A certification that all contractors and vendors have been paid and no liens or other claims have been recorded, and certification that Jacklin knows of no intent to file a claim or lien against the property, the improvement, the City or private utility improvements.

23.4. A detailed accounting identifying the basis for each reimbursement request.

24. Acceptance: Upon receipt of Jacklin's request to accept the Trail Improvements, the City will have 15 days to review the request along with all submitted documentation and if the request is complete and complies with all the requirements of this Agreement, the City will place acceptance of the Trail Improvements on the next available City Council agenda. If the request is not complete or does not fully comply with this Agreement, the City will return the request to Jacklin noting the deficiencies. Thereafter, upon receipt of a request for acceptance from Jacklin that is fully complete and compliant with this Agreement, the acceptance will be placed on the next available City Council agenda.

25. Payment of Reimbursement: Once the City Council has approved acceptance of the Trail Improvements, the City will issue a check within 14 days to Jacklin for any reimbursable amount under this Agreement. If there are insufficient multi-modal impact fees collected to fully pay the reimbursement, the City will note the amount of underpayment that will constitute a credit against future multi-modal impact fees and the date when such credits will expire.

26. Consequences of Final Acceptance: Upon final acceptance of the trail, the City will maintain the Trail Improvements and all related improvements except regarding Jacklin's warranty obligations under this Agreement.

27. Warranty: Jacklin must warrant the design, construction materials and workmanship of the Trail Improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year. This warranty must 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 during 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 Final Acceptance. Jacklin's warranty will not extend to any failure or defect caused solely by changes in construction processes or materials required by the City (but excluding workmanship in implementing City required changes). 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 Jacklin's warranty.

28. Warranty Guaranty: To secure Jacklin's performance of the warranty under this Agreement, JACKLIN must provide a warranty guaranty using one of the following methods in an amount determined as follows:

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

28.1. Bond. Jacklin may provide a guaranty bond from a company qualified by law to act as a surety in the State of Idaho. The bond must be in a form approved by the City. The bond must name the City as the sole obligee and Jacklin as the principal.

28.2. Escrow. Jacklin 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 will be governed by an escrow agreement in a form approved by the City.

28.3. Letter of Credit. Jacklin 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.

29. Warranty Claims: The City will notify Jacklin in writing upon its discovery of any failure or defect covered by the warranty in Section 29. If possible, the City will notify Jacklin before conducting any test or inspections to determine the cause of the failure or defect and will notify Jacklin of the results of all such tests and inspection. Jacklin must 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. Jacklin will correct the failure or defect at its own expense and to the satisfaction of the City. If Jacklin fails to correct the failure or defects within the time allowed, the City may correct the failure or defect at Jacklin's expense. If Jacklin 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 Jacklin's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost. In case of an emergency affecting public health and safety, the City may make immediate required repairs and notify Jacklin and contractor as quickly as possible.

30. Default: The City may declare Jacklin to be in default under the following circumstances:

30.1. If Jacklin 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.

30.2. If Jacklin 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 Jacklin notice of the failure to perform and Jacklin 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, Jacklin fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to Jacklin must be in writing by certified mail, return receipt requested.

30.3. If the actions of Jacklin have created a public hazard or conditions deemed an emergency by the City, the City may declare Jacklin in default without providing prior notice and opportunity to cure.

31. Remedies for Default: Upon a declaration of default, and failure to cure under Section 31, the City may:

31.1. Perform any act required of Jacklin under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to Jacklin. Jacklin is liable to the City for any costs incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due Jacklin from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to Jacklin to correct actions to remedy any items that fall under subsection 32.3.

31.2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing Jacklin's obligations under this Agreement.

31.3. 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.

32. General Provisions:

32.1. Notices. Notices under this Agreement must be in writing and, if personally delivered or sent by facsimile, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered, mailed, or sent by facsimile to the following addresses and telephone numbers:

Jacklin: Jacklin Land Company LLLP
Attn: Tom Stoesser
4752 W. Riverbend Ave.
Post Falls, ID 83854

Email: toms@riverbendcp.com

City: City of Post Falls
Attn: Parks and Recreation Director
408 N. Spokane St. Post Falls, ID 83854

Email: dfair@postfallsidaho.org

Either party may change its address for notices by at least fifteen (15) days' advance written notice to the other.

32.2. Time of Essence: Except as otherwise specifically provided in this Agreement, time is of the essence for each provision of this Agreement.

32.3. Indemnification: Jacklin hereby agrees to indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to its performance of duties pursuant to this Agreement. The liability assumed by Jacklin pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Jacklin acknowledges that the work on the Trail Improvements will take place on lands, which may be owned or otherwise subject to control by the City. Jacklin will 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 will 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. Jacklin will hold the City harmless against any claims made by Jacklin's contractors.

32.4. Non-Discrimination: In performing its obligations under this Agreement, Jacklin must not discriminate against any person based on disability, race, creed, color, national origin, sex, marital status, or age. Jacklin agrees to incorporate this requirement in its agreements with the Consultants and any other contractor who works on the trail.

- 32.5. Approval and Consent: Wherever in this Agreement consent or approval of either party is required; consent or approval will not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.
- 32.6. Neutral Construction: This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.
- 32.7. Captions: The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.
- 32.8. Waiver: The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 32.9. Subsequent Modifications: This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.
- 32.10. Saturdays, Sundays, and Legal Holidays: If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.
- 32.11. Venue: In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Kootenai County, Idaho and any action may not be brought or removed to any other venue.
- 32.12. Applicable Law: This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Idaho. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.
- 32.13. 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 is 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 that refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.
- 32.14. Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the design and construction of the subject trail and supersedes and replaces all written and oral agreements previously made or existing between the parties concerning the trail. All other obligations contained in other agreements between the parties, including, but not limited to, the Development and Annexation Agreement remain in full force and effect without modification.
- 32.15. Counterparts: This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

33. 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.

33.1. Boycotting Israel: If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Jacklin 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).

33.2. Government of China: Jacklin 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.

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

33.5. Employment of Bona Fide Idaho Residents: If this Agreement contemplates public works construction, Jacklin agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on the work contemplated by this Agreement to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Jacklin employs less than fifty (50) employees on the work contemplated by this Agreement, Jacklin may employ up to ten (10%) nonresidents on the work. In all cases, Jacklin agrees to give a preference to bona fide Idaho residents. The parties agree that if the work contemplated by this Agreement involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

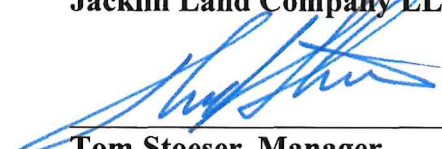
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Post Falls

Mayor Ronald G. Jacobson

Date Executed: _____

Jacklin Land Company ELLP



Tom Stoesser, Manager

Date Executed: 10/30/23

ATTEST:

Shannon Howard, City Clerk

State of Idaho)
 : SS
County of Kootenai)

On this _____ day of November 2023 before me, a notary for the State of Idaho, personally appeared **Ronald G. Jacobson** and **Shannon Howard**, personally known, or identified to me to be the **Mayor** and **City Clerk** of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to the within instrument, and acknowledged that the City of Post Falls executed the same.

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

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

State of Idaho)
 : SS
County of Kootenai)

On this 30th day of October, 2023 before me, a notary for the State of Idaho, personally appeared **Tom Stoeser**, who, being by me first duly sworn, declared that he is the **Manager** of **Jacklin Land Company LLLP** and that he signed the foregoing document as a Manager of the partnership, and that all statements therein contained are true.

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



Megan Ezell
Notary Public for the State of Idaho
Residing at: Coeur d'Alene, ID 83815
My Commission Expires: 09/05/2029

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

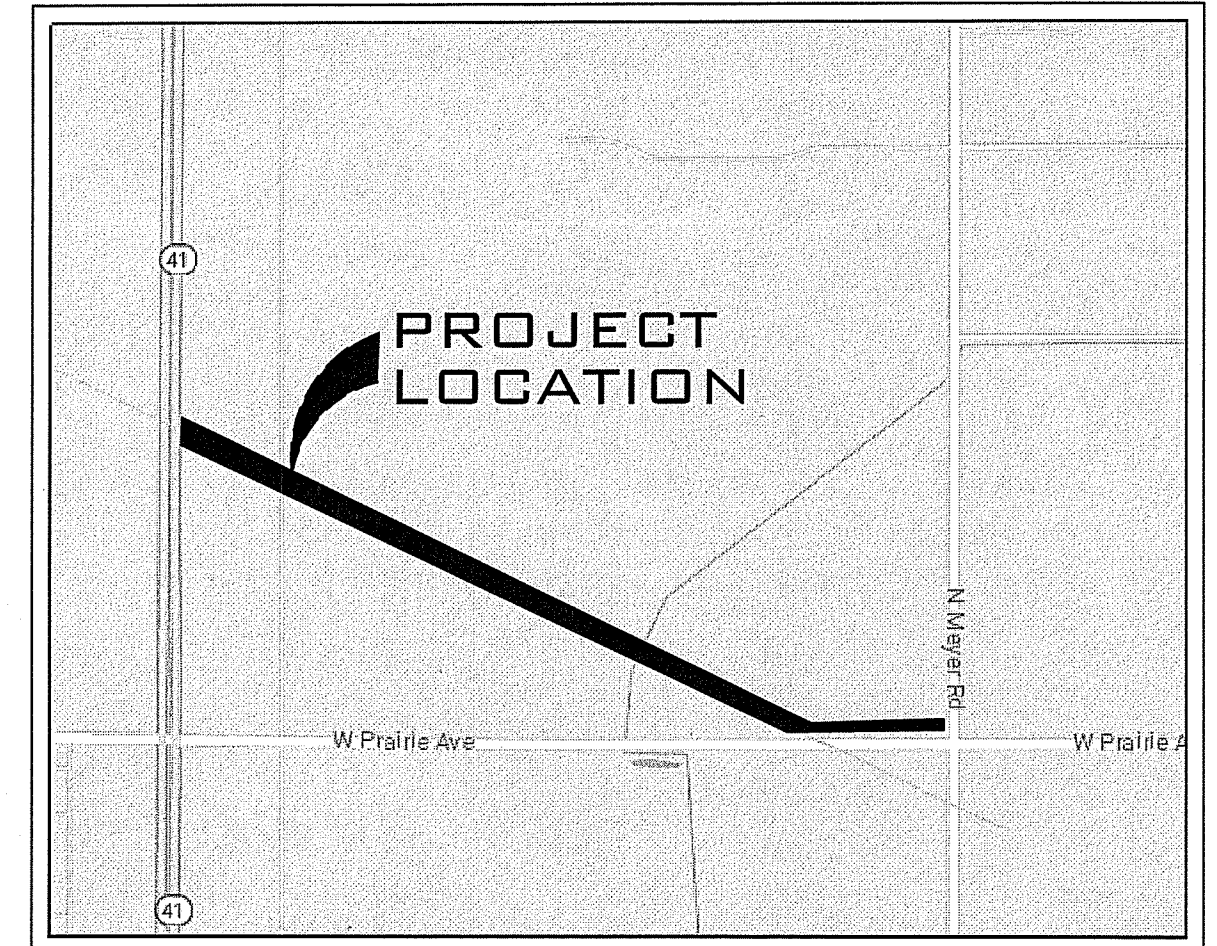
UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG

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

PATHWAY CONSTRUCTION PLANS

PRAIRIE TRAIL BIKE PATH

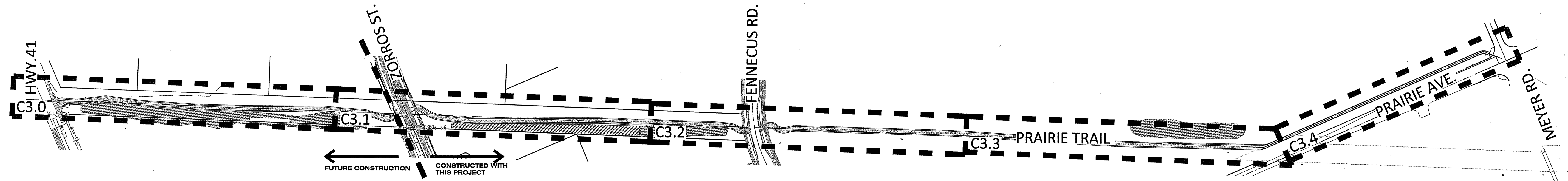
LOCATED IN A PORTION OF
SEC. 36, T.51. W, R.04, BM
POST FALLS, ID



VICINITY MAP

NOTES:

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



SITE PLAN

SCALE: 1"=200'

SHEET INDEX

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

SEWER / STREETS

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

WATER

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

FIRE

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

GAS / POWER

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

HEALTH

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

SOLID WASTE

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

ENGINEER

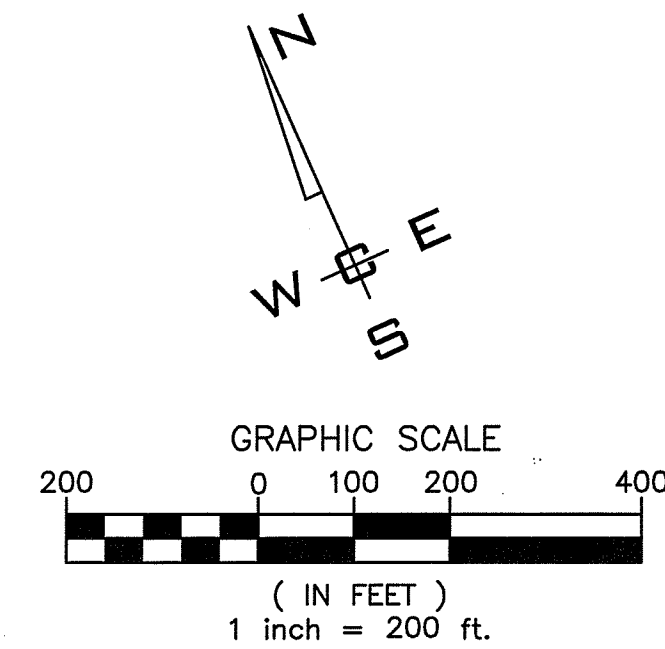
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES ROAD
SPOKANE VALLEY, WA 99216
PHONE: 509-893-2617
CONTACT: RAY KIMBALL, P.E.

OWNER/DEVELOPER

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

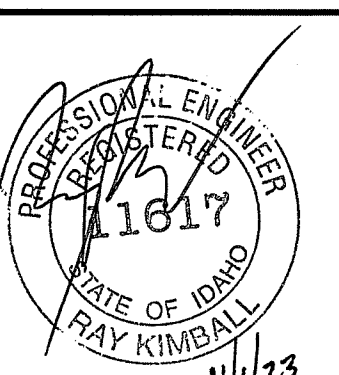
NAVD - 88

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



City of Post Falls Approval

Approved By:
City Engineer Date 11/3/23



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

SCALE:

HORIZONTAL:

1" = 100'

VERTICAL:

N/A

PROJ #: 22-3385

DATE: 9/21/23

DRAWN: ASG

REVIEWED: RDK

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



PRAIRIE TRAIL BIKE PATH

COVER SHEET

PRAIRIE TRAIL

POST FALLS, ID

SHEET

C0.0

JOB NUMBER

22-3385

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

GENERAL

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

SPECIAL NOTE

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

MASS GRADING AND GEOTECHNICAL NOTES

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

STORM DRAINAGE

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

SANITARY SEWER

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

STREETS

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

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER

811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG

NAVD - 88

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

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

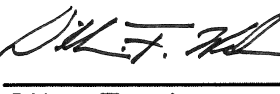
SCALE:		PROJ #:	22-3385	☒ CIVIL ☐ STRUCTURAL ☐ SURVEYING ☐ TRAFFIC ☐ PLANNING ☐ LANDSCAPE ☐ OTHER
HORIZONTAL:		DATE:	9/21/23	
1" = 50'		DRAWN:	ASG	
VERTICAL:		REVIEWED:	RDK	
N/A				

WCE

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

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

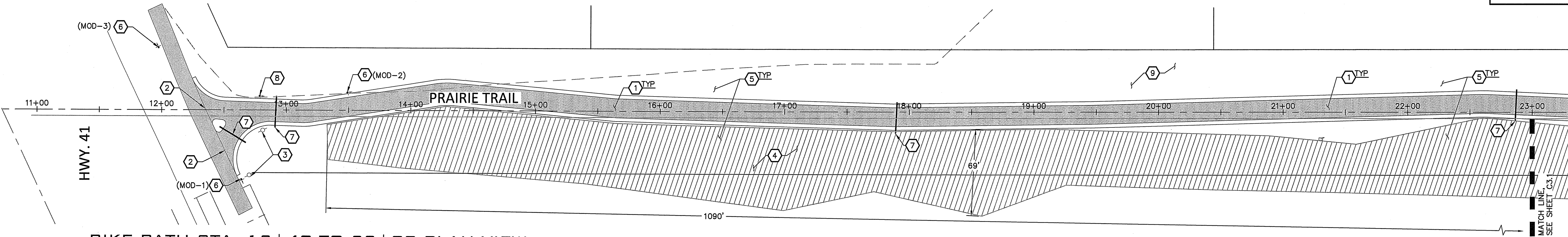
City of Post Falls
Approval

Approved By:
 11/3/23
City Engineer Date

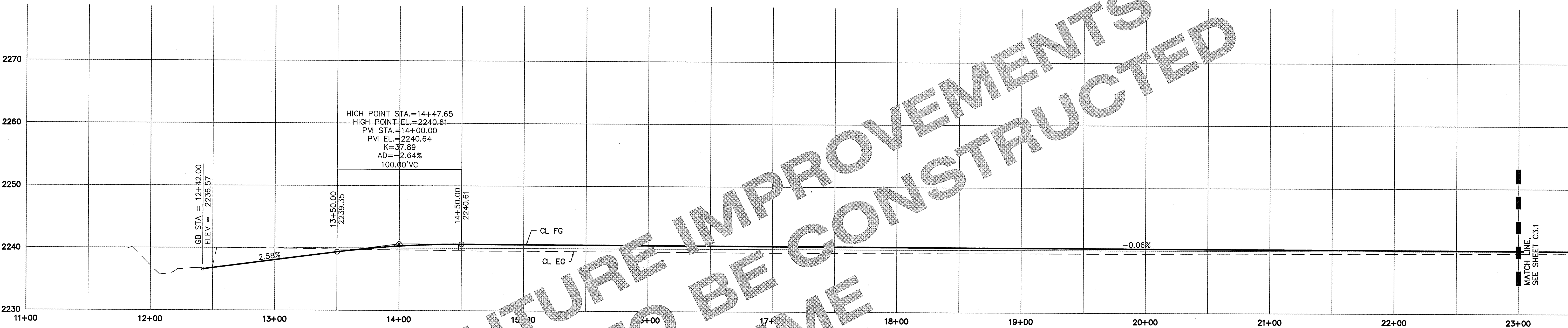
PROFESSIONAL ENGINEER
1617
STATE OF IDAHO
RAY KIMBALL
11/1/23

SHEET
C0.1

JOB NUMBER
22-3385



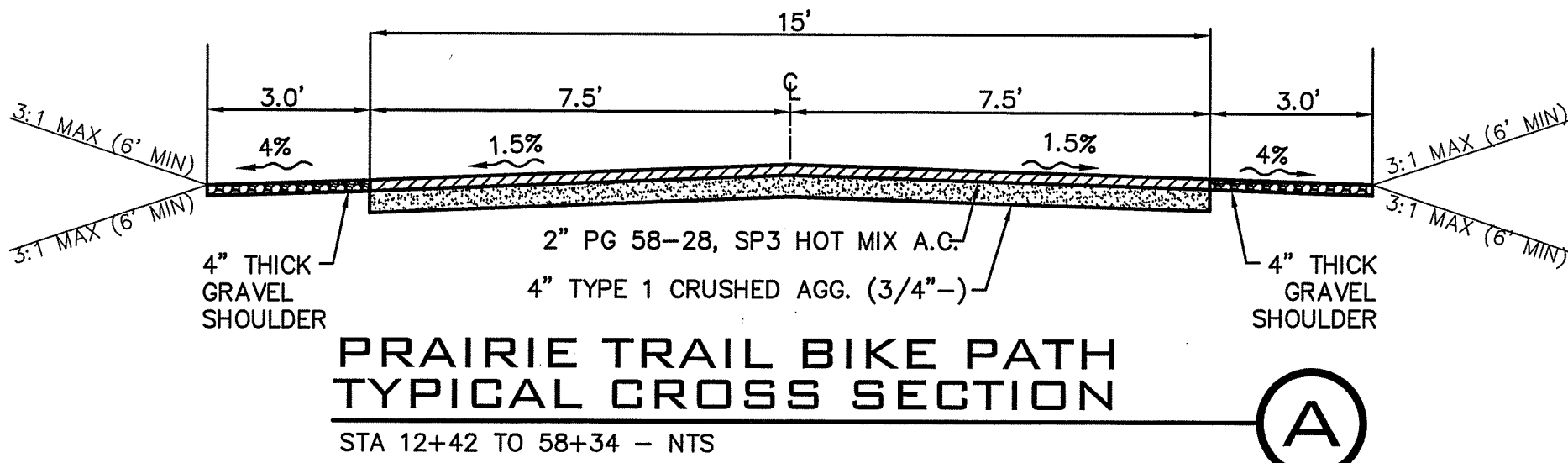
BIKE PATH STA. 12+40 TO 23+00 PLAN VIEW
SCALE: 1"=40'



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

CONSTRUCTION NOTES

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

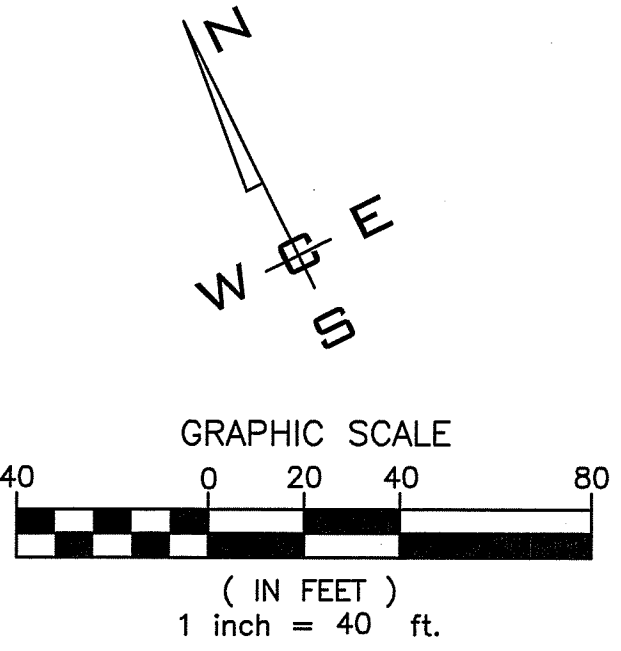


PRAIRIE TRAIL BIKE PATH
TYPICAL CROSS SECTION
STA 12+42 TO 58+34 - NTS

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

NOTES:

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



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

PROFESSIONAL ENGINEER
EXPIRATION DATE 11/1/23
STATE OF IDAHO
RAY KIMBALL

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

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

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

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

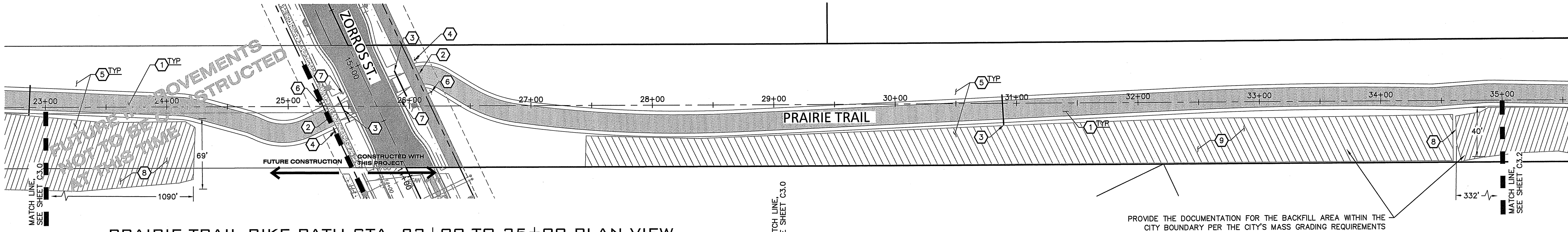
PROJ #: 22-3385
DATE: 9/21/23
DRAWN: JED
REVIEWED: RDk

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
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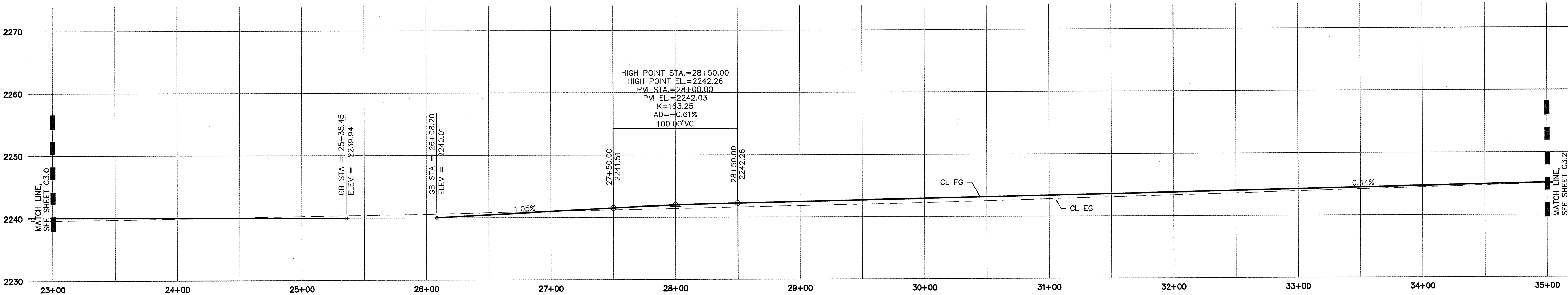
PRAIRIE TRAIL BIKE PATH
BIKE PATH STA. 12+40 to 23+00
PRAIRIE TRAIL
POST FALLS, ID

SHEET
C3.0
JOB NUMBER
22-3385



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

SCALE: 1"=40'



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

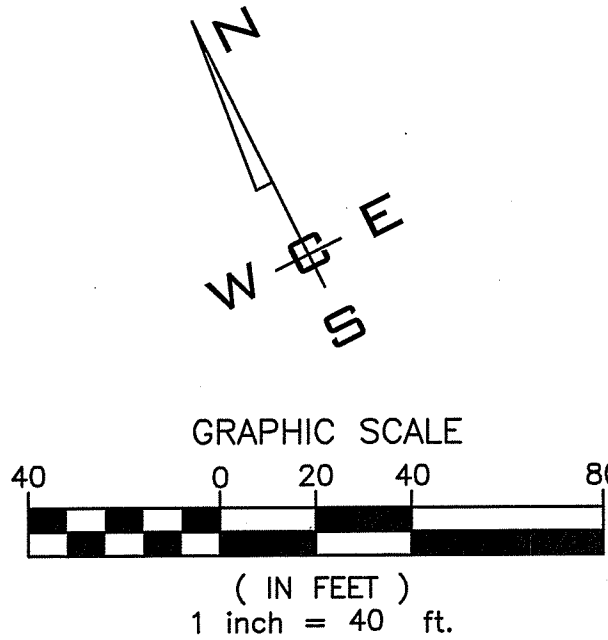
SCALE(H): 1"=40'
SCALE(V): 1" = 8'

CONSTRUCTION NOTES

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

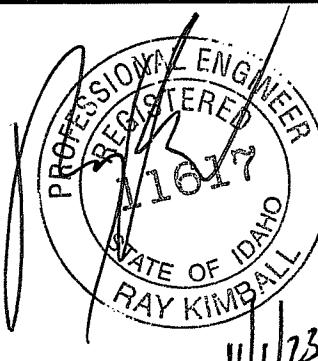
NOTES:

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City of Post Falls
Approval

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



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

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

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

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

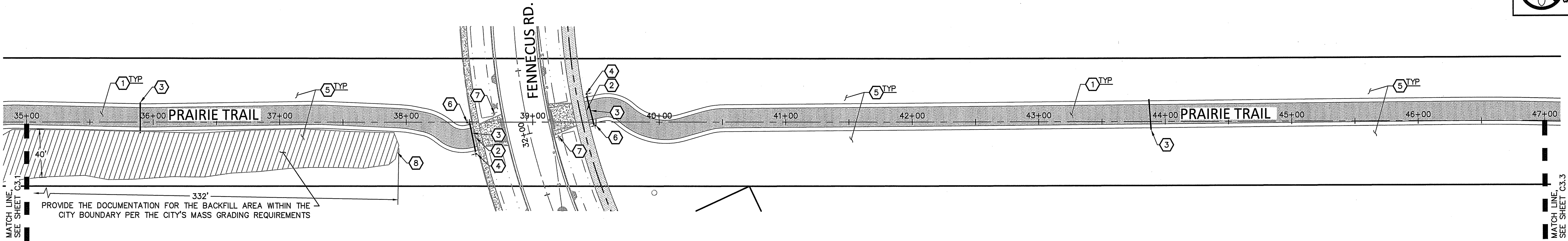
PROJ #: 22-3385
DATE: 9/21/23
DRAWN:
REVIEWED: RDK

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

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

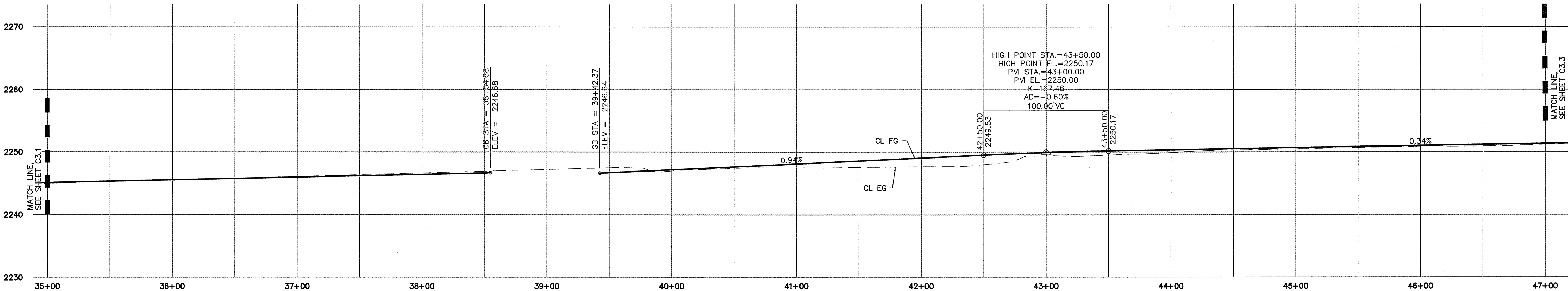
**PRAIRIE TRAIL BIKE PATH
BIKE PATH STA. 23+00 TO 35+00**
**PRAIRIE TRAIL
POST FALLS, ID**

**SHEET
C3.1**
JOB NUMBER
22-3385



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

SCALE: 1"=40'



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

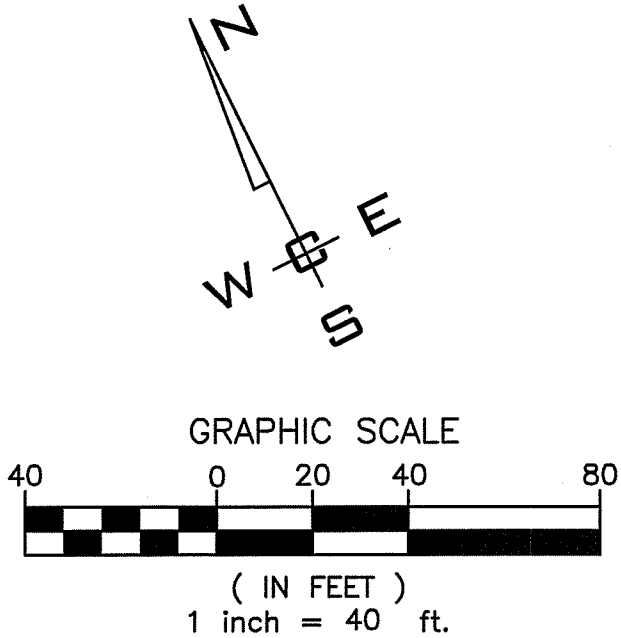
SCALE(H): 1"=40'
SCALE(V): 1" = 8'

CONSTRUCTION NOTES

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

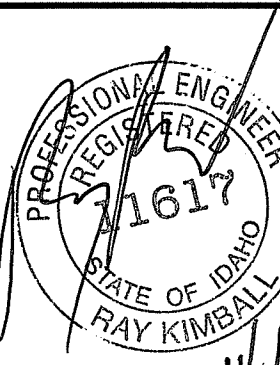
NOTES:

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City of Post Falls
Approval

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



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

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

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

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

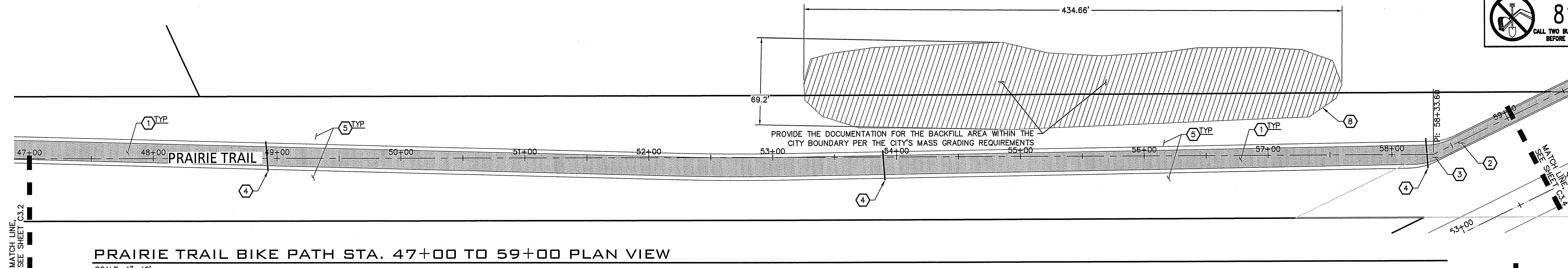
PROJ #: 22-3385
DATE: 9/21/23
DRAWN:
REVIEWED: RDK

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

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

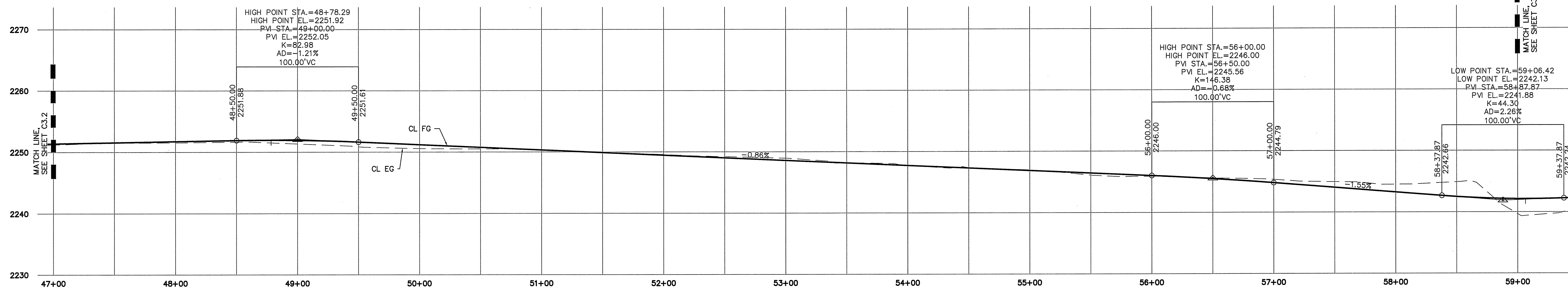
**PRAIRIE TRAIL BIKE PATH
BIKE PATH STA. 35+00 TO 47+00**
**PRAIRIE TRAIL
POST FALLS, ID**

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



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

SCALE: 1"=40'

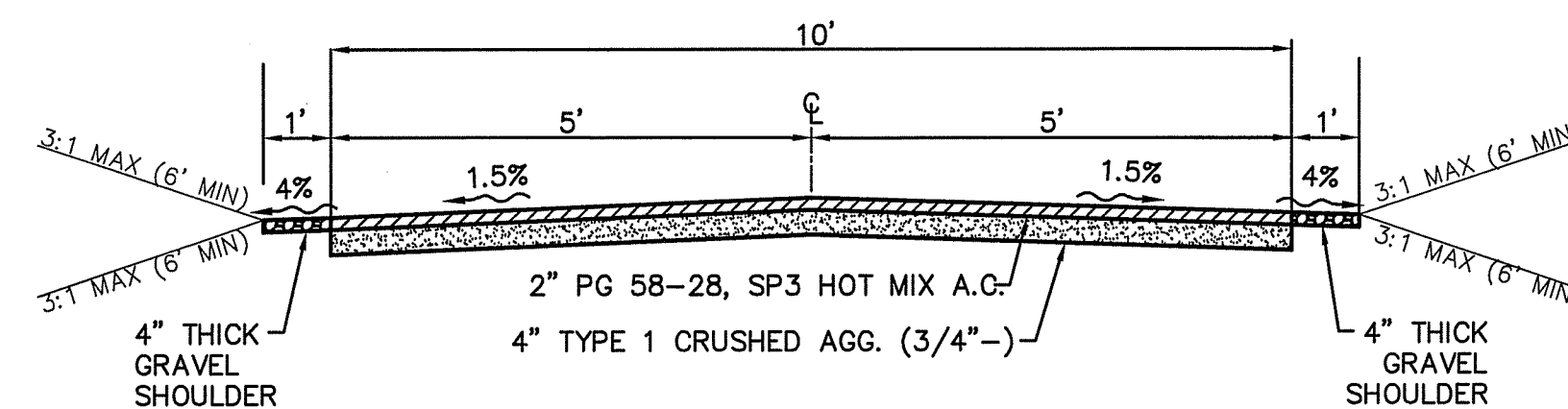


PRAIRIE TRAIL BIKE PATH STA. 47+00 TO 59+00 PROFILE VIEW

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

CONSTRUCTION NOTES

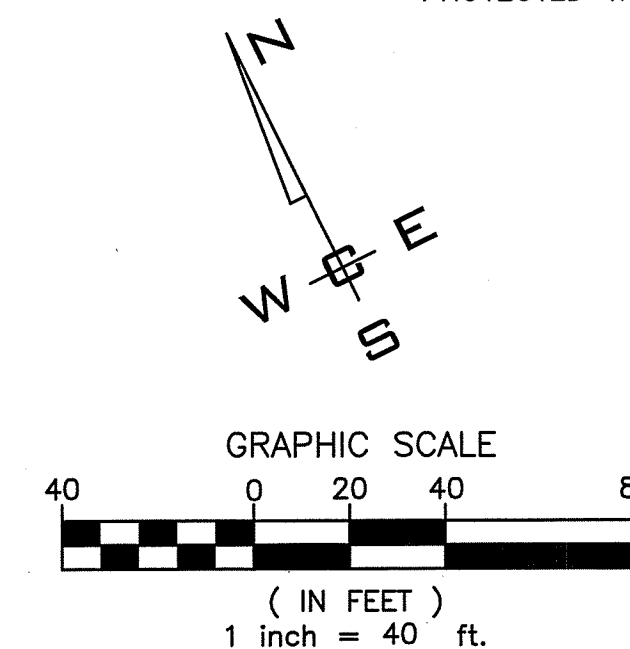
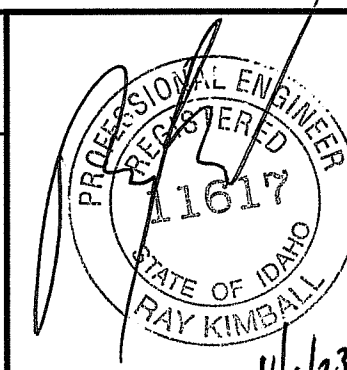
- 1 PROVIDE AND INSTALL BIKE PATH PER CITY OF POST FALLS STANDARD DETAIL SD-3209, AND DETAIL, SHEET C3.0
- 2 PROVIDE AND INSTALL BIKE PATH PER ALTERNATIVE SECTION DETAIL, THIS SHEET
- 3 TRANSITION FROM SECTION "A" PER DETAIL SHEET 3.0 TO SECTION "B" DETAIL PER THIS SHEET
- 4 PROVIDE AND INSTALL 4" PVC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

PRAIRIE TRAIL BIKE PATH
ALTERNATIVE CROSS SECTION (B)

STA 58+34 TO 67+70 - NTS

NOTES:

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City of Post Falls
ApprovalApproved By:
City Engineer Date 11/3/23

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

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

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

SCALE:

HORIZONTAL:

1" = 40'

VERTICAL:

N/A

PROJ #: 22-3385

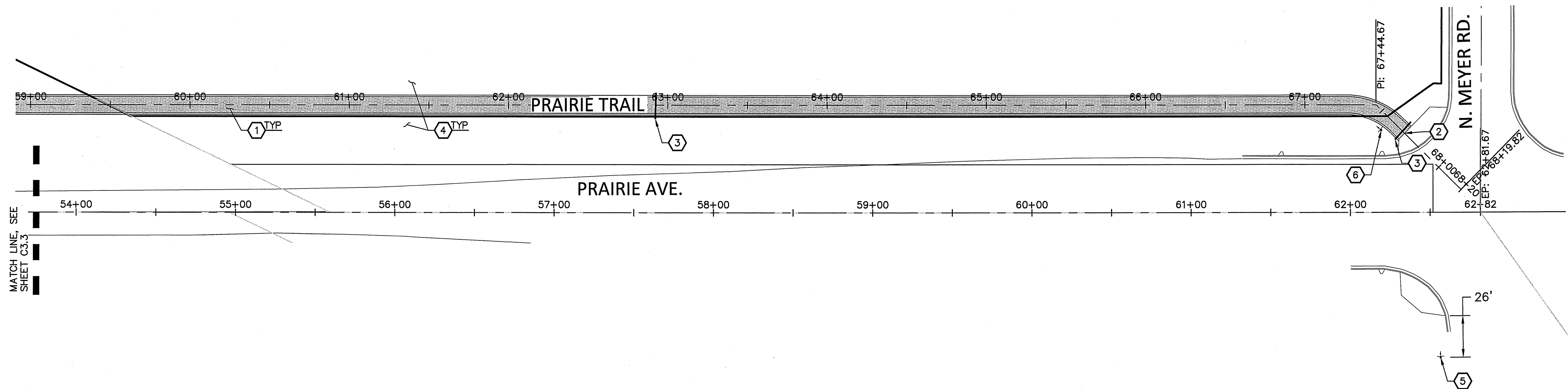
DATE: 9/21/23

DRAWN:

REVIEWED: RDK

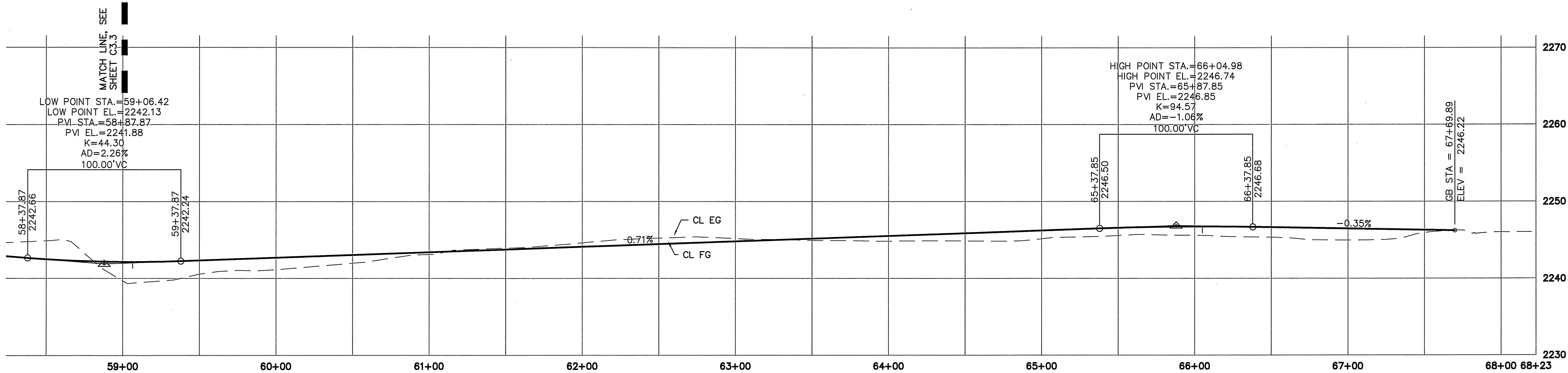
X	CIVIL
	STRUCTURAL
	SURVEYING
	TRAFFIC
	PLANNING
	LANDSCAPE
	OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227**PRAIRIE TRAIL BIKE PATH
BIKE PATH STA. 47+00 TO 59+00****PRAIRIE TRAIL
POST FALLS, ID****SHEET
C3.3**JOB NUMBER
22-3385



PRAIRIE TRAIL BIKE PATH STA. 59+00 TO 68+00 PLAN VIEW

SCALE: 1"=40'

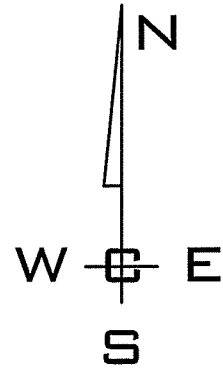


PRAIRIE TRAIL BIKE PATH STA. 59+00 TO 68+00 PROFILE VIEW

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

CONSTRUCTION NOTES

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



NOTES:

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D-1-3a

BY: WCE WORKS, 2022, WCE PROJECTS 2022-3385 JACKLIN- 41 PHASE 2 DWG 3385-STREET-BIKE-PATHING PLOT DATE: 11/01/23

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

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

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

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

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

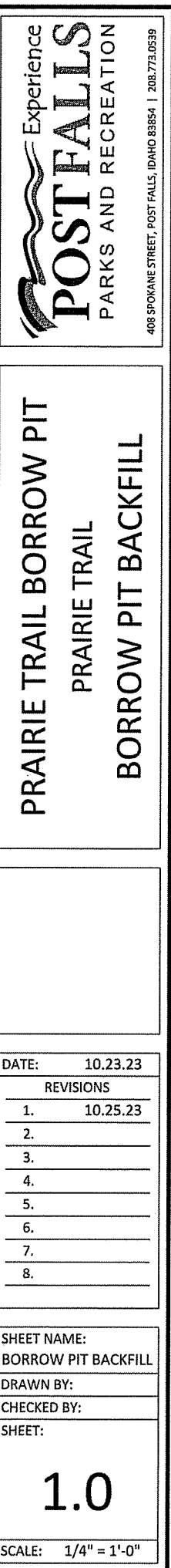
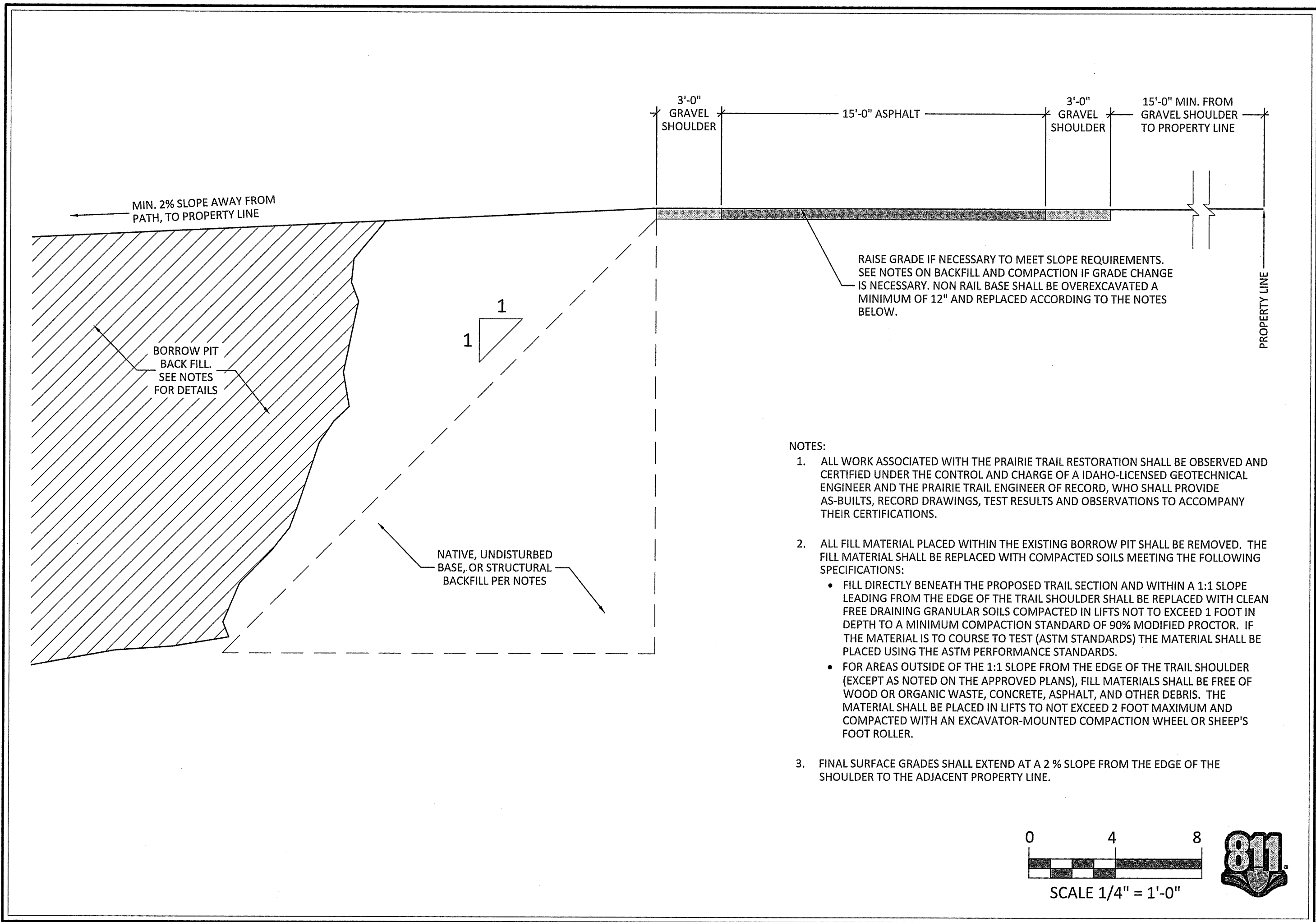
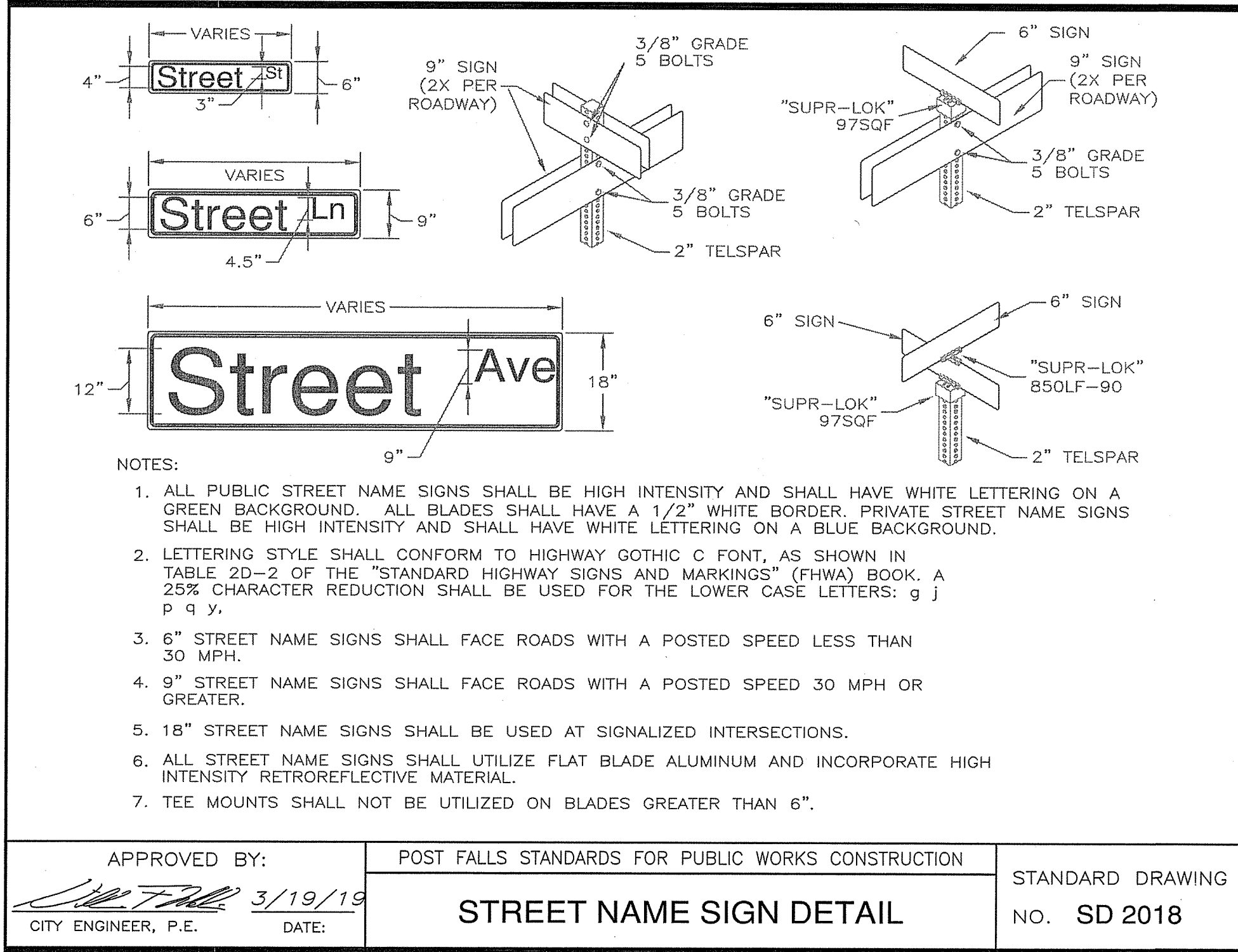
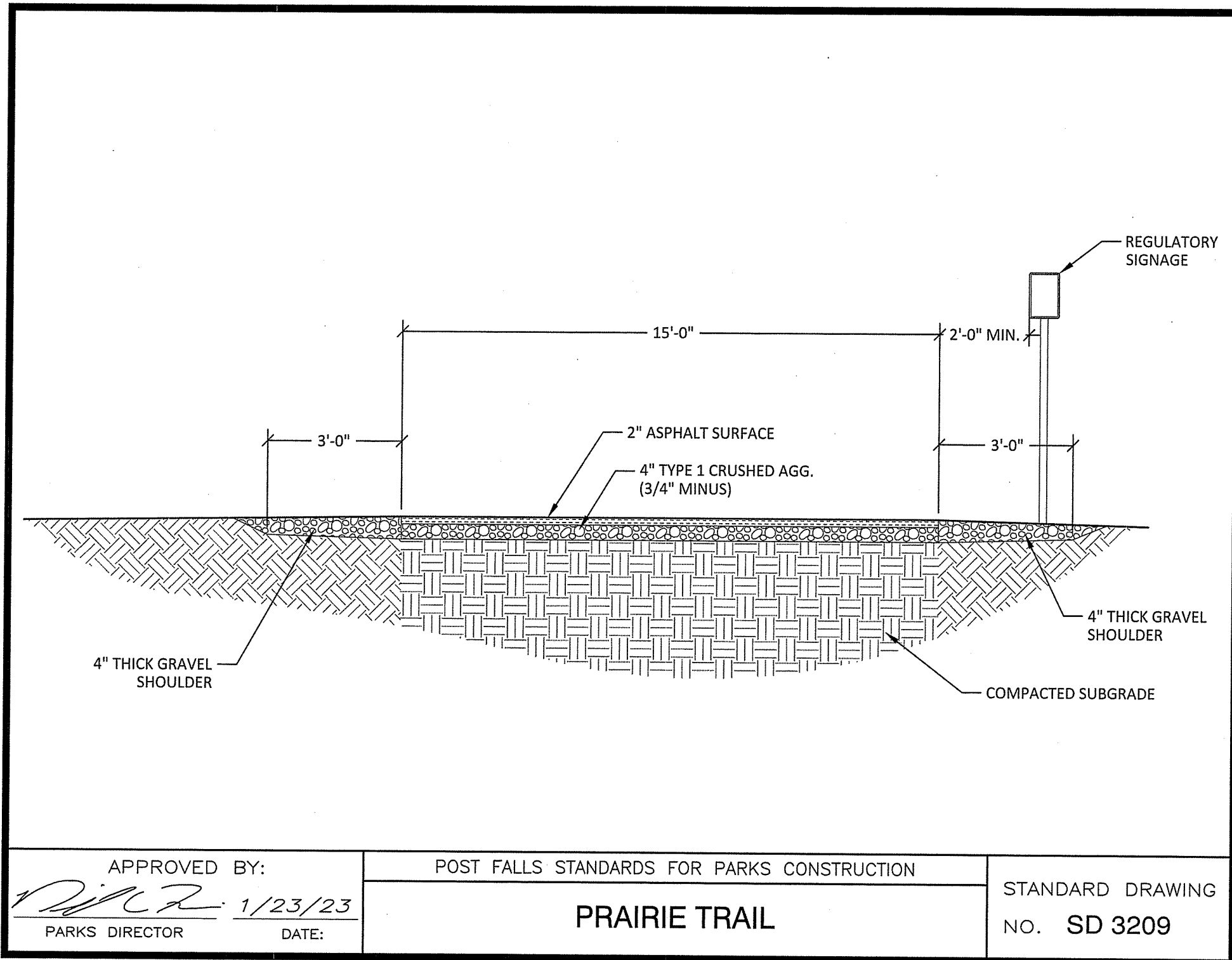
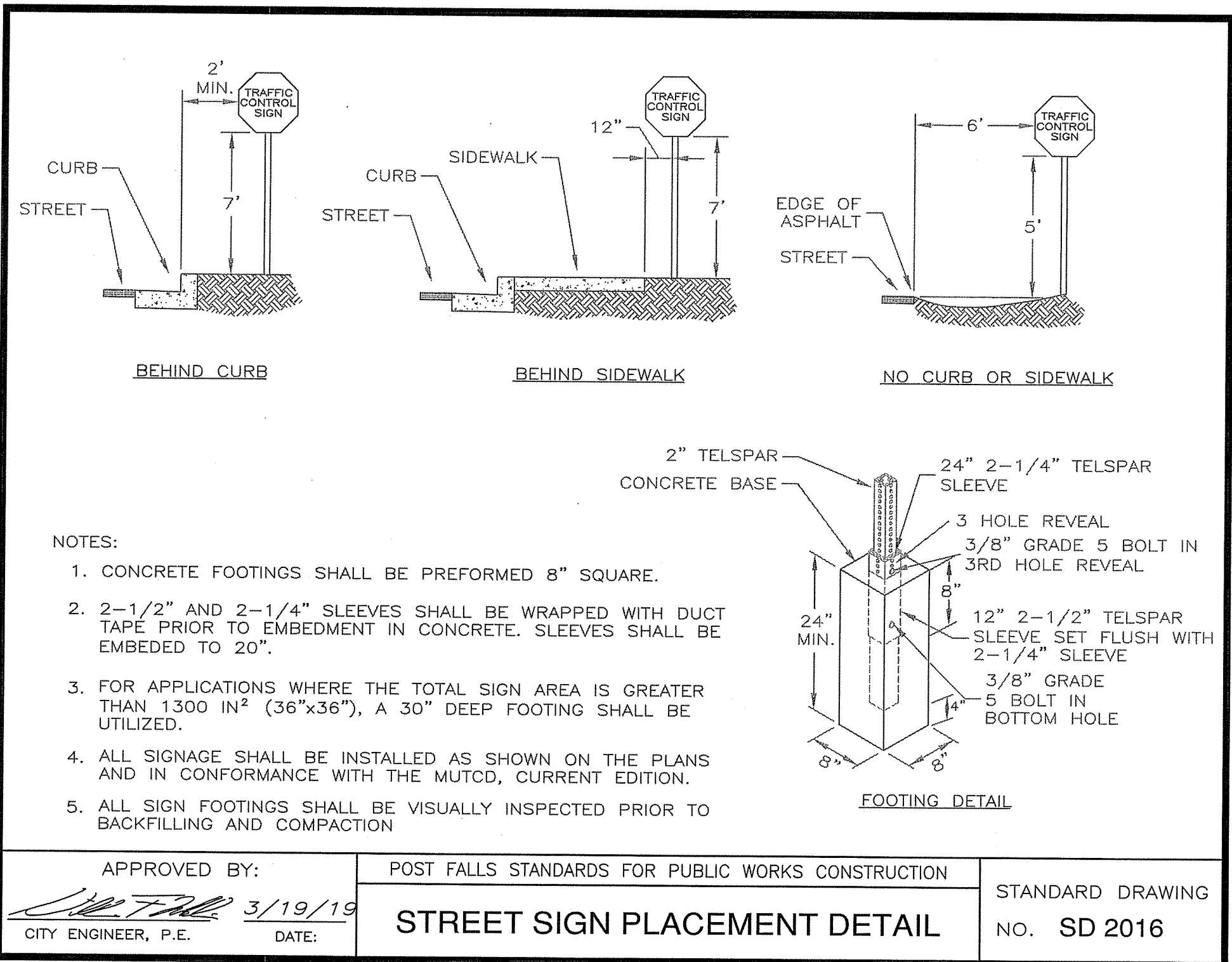
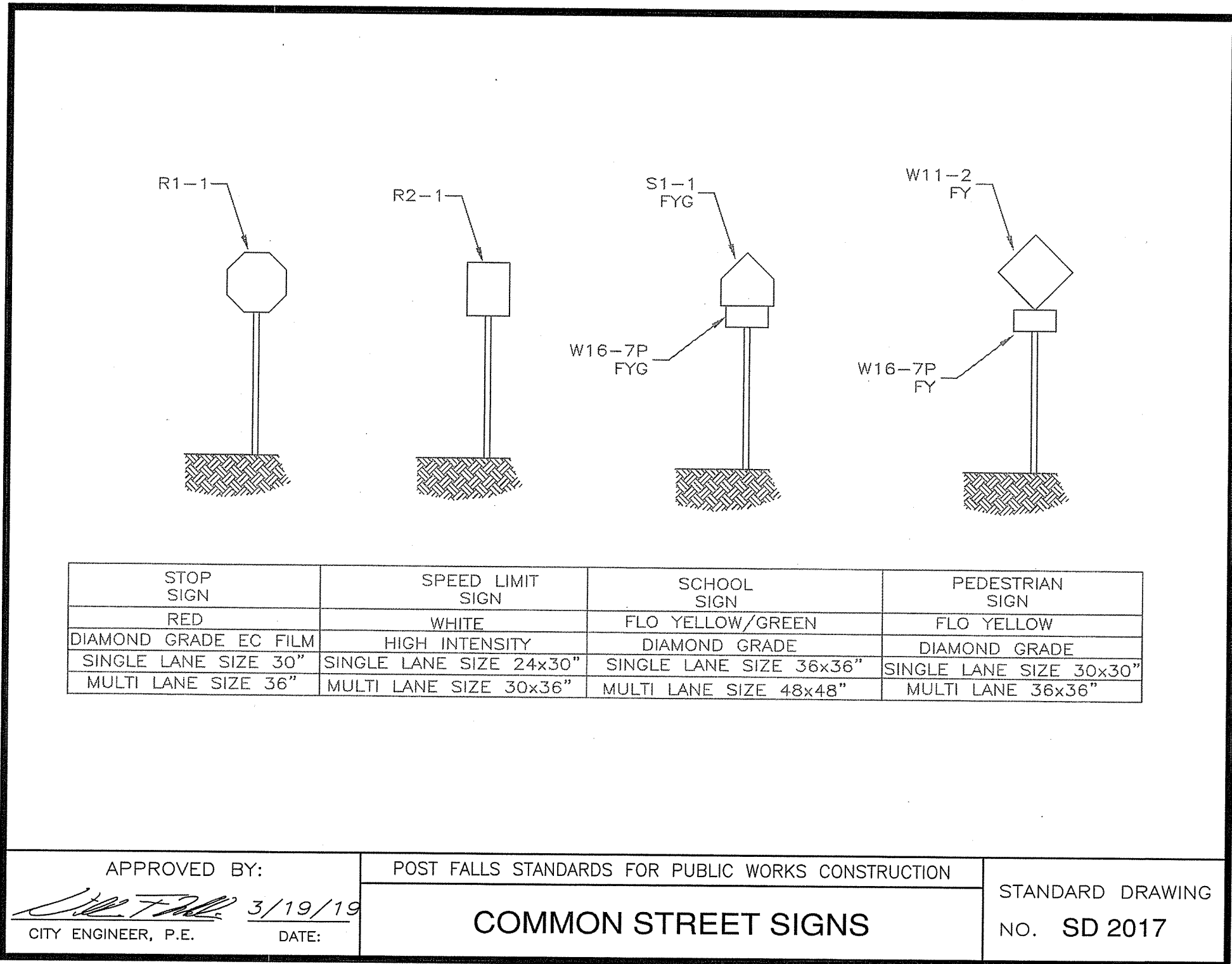
WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-926-0227

**PRAIRIE TRAIL BIKE PATH
BIKE PATH STA. 59+00 TO 68+00**
**PRAIRIE TRAIL
POST FALLS, ID**

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

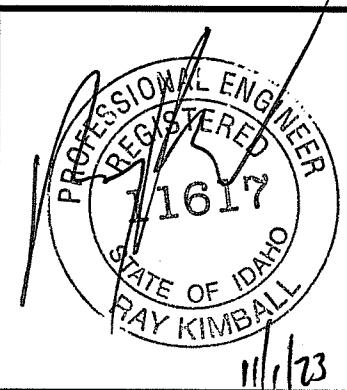
PROFESSIONAL ENGINEER
REGISTERED
11617
STATE OF IDAHO
RAY KIMBALL
11/1/23

SHEET
C3.4
JOB NUMBER
22-3385



City of Post Falls
Approval

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



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

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

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

SCALE:
HORIZONTAL:
N/A
VERTICAL:
N/A

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

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

WCE
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**PRAIRIE TRAIL BIKE PATH
GENERAL DETAILS**
**PRAIRIE TRAIL
POST FALLS, ID**

**SHEET
C3.5**
JOB NUMBER
22-3385

Exhibit A - Prairie Trail Extension

Idaho Transportation Department
SH-41, Prairie Ave. to Lancaster Rd.
Project No. A020(098)
Key No. 20098
Page 1 of 3
1 Map Exhibit (Page 3 of 3)

August 30, 2018
Parcel ID No. 50786
455,202 Sq. Ft. (10.450 Acres)
Title Fee Acquisition

Parcel 71

(Railroad Right of Way Vacation)

A parcel of land located within a portion of the south 1/2 of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being a portion of the Union Pacific Railroad right of way (formerly the Spokane International Railroad) as described in the railroad right of way deed conveyed to the Coeur d'Alene and Pend Oreille Railway Company filed in deed book 40 at page 262 and deed book 37 at page 412 Kootenai County records; More particularly described as follows:

Commencing at the southeast corner of said Section 19 monumented with an iron pipe and a 3-1/2 inch brass cap marked PLS 12110 as shown on Corner Perpetuation and Filing Record instrument number 2481172000 from which the south 1/4 corner of Section 19 monumented with an illegibly marked 2-1/2 inch zinc cap and undetermined monument type and size in a monument well as shown on Corner Perpetuation and Filing Record instrument number 2550208000 bears North 89°18'10" West, 2648.31 feet;

Thence North 85°15'06" West, 849.32 feet to a 5/8 inch diameter rebar with no identification at the intersection of the northerly right of way line of said Union Pacific Railroad, and the northerly right of way line of Prairie Avenue;

Thence North 63°39'04" West, 23.09 feet along said railroad northerly right of way line to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept Survey Marker and the **Point of Beginning**;

Thence departing said railroad northerly right of way line North 89°18'10" West, 231.24 feet along a line parallel with and 70 feet northerly of said Prairie Avenue centerline and said Section 19 southerly line to a 5/8 inch diameter rebar, 30 inches long, with a 3 inch diameter zinc cap marked Idaho Trans Dept Survey Marker on the southerly right of way line of said Union Pacific railroad;

Thence North 63°39'15" West, 1714.29 feet along said railroad southerly right of way line to a 5/8 inch diameter rebar with no identification;

Thence North 63°38'21" West, 1410.61 feet along said railroad southerly right of way line to a 5/8 inch diameter rebar with no identification;

Idaho Transportation Department
SH-41, Prairie Ave. to Lancaster Rd.
Project No. A020(098)
Key No. 20098
Page 2 of 3
1 Map Exhibit (Page 3 of 3)

August 30, 2018
Parcel ID No. 50786
455,202 Sq. Ft. (10.450 Acres)
Title Fee Acquisition

Thence North 63°38'27" West, 1296.85 feet along said railroad southerly right of way line to the easterly right of way line of State Highway 41, as shown and described on Federal Aid Project number A020(098) right of way plans and acquisition deed, monumented with a 5/8 inch diameter rebar, 30 inches long, and a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument;

Thence departing said southerly railroad right of way line North 01°01'58" East, 110.43 feet along said State Highway 41 easterly right of way line of to the northerly line of said railroad right of way monumented with a 5/8 inch diameter rebar, 30 inches long, and a 3 inch diameter zinc cap marked Idaho Trans Dept R/W Monument;

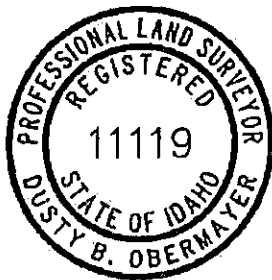
Thence departing said State Highway 41 easterly right of way line South 63°38'56" East, 1241.26 feet along said northerly railroad right of way line to a 5/8 inch diameter rebar and yellow plastic cap marked Stratton 10677;

Thence South 63°38'34" East, 732.97 feet along said northerly railroad right of way line to a 5/8 inch diameter rebar and yellow plastic cap marked Stratton 10677;

Thence South 63°39'04" East, 2703.19 feet along said northerly railroad right of way line to the Point of Beginning.

Containing: 455,202 Sq. Ft. (10.450 Acres) more or less.

SEE ATTACHED EXHIBIT



RAILROAD RIGHT OF WAY VACATION EXHIBIT PARCEL 71

LOCATED IN A PORTION OF THE S 1/2, SECTION 19, TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

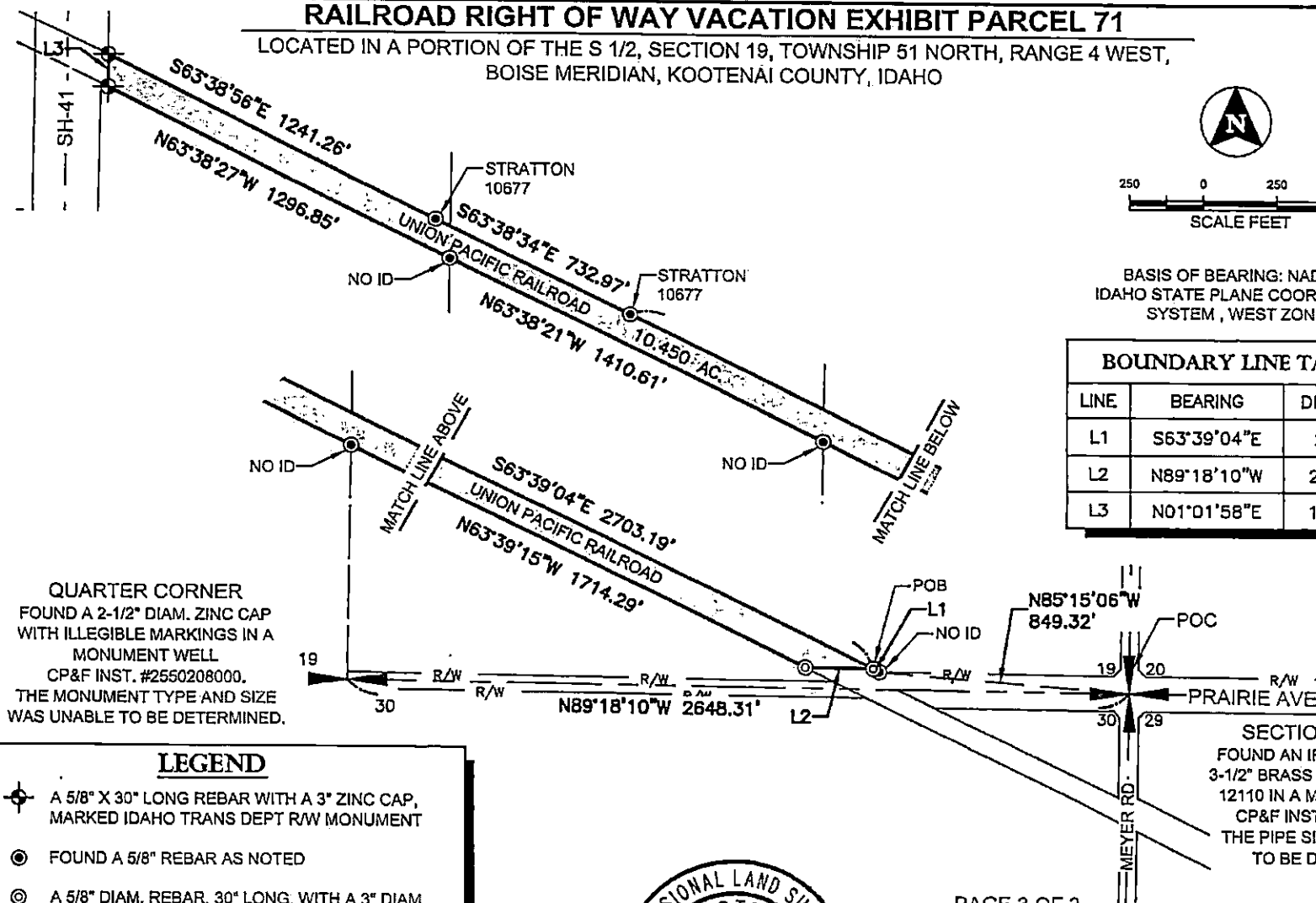


250 0 250 500
SCALE FEET

BASIS OF BEARING: NAD 83,
IDAHO STATE PLANE COORDINATE
SYSTEM, WEST ZONE

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	S63°39'04"E	23.09'
L2	N89°18'10"W	231.24'
L3	N01°01'58"E	110.43'



**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis, Admin Streets
SUBJECT: Street Division Request to Surplus Equipment and Vehicles

ITEM AND RECOMMENDED ACTION:

The Street Department is requesting approval to trade in a 2007 Crafcro Crack Sealer, Model SS125, for a new 2024 Crack Sealer of the same Make & Model.
Also being traded in is a 2013 Ford F550 Utility Truck with Crane from the Water Reclamation Department.

DISCUSSION:

Street Department is requesting approval to trade in a 2007 Crafcro Crack Sealer, Model SS125, for a new 2024 Crack Sealer of the same Make & Model.
WRF is requesting approval to trade in a 2013 Ford F550 Utility Truck with Crane.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Trade in

BUDGET CODE:

001-434.0000.90010

ATTACHMENTS:

1. S560 Crack Sealer
2. T204 Crane Truck

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Water Reclamation DEPT.# 463 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☐ MACHINERY & EQUIPMENT
☒ VEHICLE (Enter Mileage) 37,279
☐ OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: T204 - Crane Truck

2013 Ford F550 Utility Truck with Crane.

TAG# _____ SERIAL # 1FDUF5HY6DEB30280 MODEL# F550

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN \$40,000

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bryan Myers, Park Manager

SUBJECT: Purchase of Compact Wheel Loader for the Parks Division

ITEM AND RECOMMENDED ACTION:

Staff recommends acceptance of the quote for a compact wheel loader and attachments as provided by FMI Equipment under the Sourcewell cooperative purchase agreement contract pricing. With acceptance of the consent agenda, City Council authorizes the Mayor to sign the acceptance of the quote and directs staff to complete the purchase.

DISCUSSION:

The Parks Division is in need of a new compact equipment to support ongoing parks maintenance operations and sidewalk/trail snow removal operations adjacent to City owned/managed facilities. Consistent with the Cities Purchasing Policy, the department is utilizing pricing through a cooperative purchasing agreement. Attached you will find a copy of the quote as well as a legal review of the cooperative purchasing agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

129079.44

BUDGET CODE:

001-443.0000.90010

ATTACHMENTS:

1. Avant M760
2. 2023 Coop Purch Memo Compact Wheel



**11111 E Trent
Spokane, WA 99206**

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

QUOTE

Invoice #	SPK-0
Date	10/25/2023
Time	4:38 PM

PO #:	
Document #:	SPK-6005
Due Date:	11/24/2023

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

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

Wholegood Estimate

Reprint

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

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
(11507)									
AVANT 760-CAB Avant 760 Loader w/ 8 Function Joystick, CAB GT 700, Cab Premium Option Package, M400-800 Efficiency Package, M528-800 Contractor Package, Smooth Drive, Engine Block Heater, Tractor Tire Profile(SN:119506)									
	1.00	\$103,007.00	\$103,007.00		\$103,007.00		\$103,007.00		
FMI DISCOUNT - AVANT LOADER									
Sourcewell Discounty- Machine	-1.00	\$12,360.84	(\$12,360.84)		(\$12,360.84)		(\$12,360.84)		
A438011									
2 INCH RECEIVER HITCH & ADAPTOR REAR M400 - M800	1.00	\$508.91	\$508.91		\$508.91		\$508.91		
FMI DISCOUNT - AVANT LOADER									
Sourcewell Discount-Parts	-1.00	\$61.07	(\$61.07)		(\$61.07)		(\$61.07)		
66286									
Adapter Plug To 12V Outlet	1.00	\$33.33	\$33.33		\$33.33		\$33.33		
FMI DISCOUNT - AVANT LOADER									
Sourcewell Discount-Parts	-1.00	\$3.99	(\$3.99)		(\$3.99)		(\$3.99)		
(19656)									
AVANT A437578 Avant A437578 XL 63" Bucket(SN:)	1.00	\$2,056.00	\$2,056.00		\$2,056.00		\$2,056.00		
FMI DISCOUNT - AVANT LOADER									
Sourcewell Discount- Attachment	-1.00	\$246.72	(\$246.72)		(\$246.72)		(\$246.72)		

Printed:11/1/2023 2:47 PM

Page 1 of 3 Pages



**11111 E Trent
Spokane, WA 99206**

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

QUOTE

Invoice #	SPK-0
Date	10/25/2023
Time	4:38 PM

PO #:	
Document #:	SPK-6005
Due Date:	11/24/2023

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

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

Wholegood Estimate

Reprint

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

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
(11003)									
AVANT A442071 AVANT A442071 PALLET FORK ATTACHMENT W/ SIDE SHIFT XL, 48"(SN:)	1.00	\$7,841.00	\$7,841.00		\$7,841.00		\$7,841.00		
FMI DISCOUNT - AVANT LOADER									
Sourcwell Discount- Attachment	-1.00	\$940.92	(\$940.92)		(\$940.92)		(\$940.92)		
(21337)									
AVANT A438439 Avant A438439 Universal Plow 3000(SN:)	1.00	\$19,285.00	\$19,285.00		\$19,285.00		\$19,285.00		
FMI DISCOUNT - AVANT LOADER									
Sourcwell Discount- Attachment	-1.00	\$2,314.20	(\$2,314.20)		(\$2,314.20)		(\$2,314.20)		
(19544)									
AVANT A435531 Avant A435531 Adapter Plate(SN:)	1.00	\$1,433.00	\$1,433.00		\$1,433.00		\$1,433.00		
FMI DISCOUNT - AVANT LOADER									
Sourcwell Discount-Parts	-1.00	\$171.96	(\$171.96)		(\$171.96)		(\$171.96)		
CE565-9656 FLAT FACE COUPLER	1.00	\$279.03	\$279.03		\$279.03		\$279.03		
FMI DISCOUNT - AVANT LOADER									
Sourcwell Discount-Parts	-1.00	\$33.48	(\$33.48)		(\$33.48)		(\$33.48)		
65251 MULTI CONNECTOR	1.00	\$254.45	\$254.45		\$254.45		\$254.45		
FMI DISCOUNT - AVANT LOADER									
Sourcwell Discount-Parts	-1.00	\$30.54	(\$30.54)		(\$30.54)		(\$30.54)		

Printed:11/1/2023 2:47 PM

Page 2 of 3 Pages



**11111 E Trent
Spokane, WA 99206**

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

QUOTE

Invoice #	SPK-0
Date	10/25/2023
Time	4:38 PM

PO #:	
Document #:	SPK-6005
Due Date:	11/24/2023

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

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

Wholegood Estimate

Reprint

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

Item Number Description	Qty	Price	Amount	Disc	Subtotal	Sales Tax	Extended Amount	Back Order	Drop Ship
Customer Cash Discount - NO LOW RATE FINANCING									
Avant Cash in Lieu Discount	-1.00	\$1,500.00	(\$1,500.00)		(\$1,500.00)		(\$1,500.00)		
(19983)									
AVANT A36015 Avant A36015 1500 Flail Mower 74" wide, 59 in cutting width (SN:01651)	1.00	\$9,145.00	\$9,145.00		\$9,145.00		\$9,145.00		
FMI DISCOUNT - AVANT LOADER									
Sourcewell Discount- Attachment	-1.00	\$1,097.40	(\$1,097.40)		(\$1,097.40)		(\$1,097.40)		
(9377) INV-9451									
AVANT DG3DSS Avant DG3DSS Auger Drive Unity, 2" Hex(SN:2205200007)	1.00	\$4,543.00	\$4,543.00		\$4,543.00		\$4,543.00		
FMI DISCOUNT - AVANT LOADER									
Sourcewell discount- Attachment	-1.00	\$545.16	(\$545.16)		(\$545.16)		(\$545.16)		

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

Summary of Charges	
\$0.00	Taxable
\$129,079.44	Non-Taxable
\$129,079.44	Subtotal
\$0.00	Sales Tax
\$129,079.44	Total
\$0.00	Amount Tendered
\$0.00	Change Due

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

Exempt Tax Cert #:	ST-101
Expiration Date:	

Printed:11/1/2023 2:47 PM

Page 3 of 3 Pages



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

Memorandum of Legal Counsel

To: Bryan Myers, Park Manager
From: Field K. Herrington, City Attorney
Date: November 17, 2023
Re: November 21, 2023, Cooperative Purchasing – Compact Wheel Loader

My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the requirements of state code and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must then complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about 11/3/2023, I received copies of contract documents that the Parks and Recreation Department received utilizing Sourcewell.

I have reviewed the submittal and researched the competitive solicitation process that Sourcewell utilized. Sourcewell published a request for proposals (“RFP”) on 12/6/2022 and opened the proposals on 2/2/2023 and awarded the contract to Avant Tecno USA. I have reviewed the associated RFP, Proof of Publication, Evaluation, and Comment & Review documents and can provide them if needed.

Based upon the contract amount being over \$100,000, the contract and staff memo explaining the reason for the purchase must be provided to City Council for approval and the contract must be signed by the Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Sourcewell is offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls procurement standards.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Field K. Herrington". The signature is fluid and cursive, with a prominent initial "F" and a long, sweeping underline.

Field K. Herrington
City Attorney

Enclosures

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Commercial Tracts at Prairie Crossing 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 Commercial Tracts at Prairie Crossing Subdivision.

DISCUSSION:

The Developer has provided surety for the remaining improvements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

Under the Subdivision Ordinance the plat application is returned to Council, for authorization of the Mayor's signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

None

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ethan Porter, Associate Planner
SUBJECT: DeAtley Annexation File No. ANNX-23-1

ITEM AND RECOMMENDED ACTION:

Devin Mecham is requesting, on behalf of Matt DeAtley with Eucon Corporation, the property owner, approval to annex approximately 4.92-acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS)

DISCUSSION:

Located to the north of the subject site is railroad right-of-way and then continues to a vacant lot. Land uses to the east are commercial businesses within Boulder Park Subdivision. Directly south and west are roadway rights-of-way to include N Pleasant View Rd and W Seltice Way.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission at their 10-10-23 meeting forwarded a recommendation of the requested zoning finding that the request met the following:

The approval criteria for establishing zoning are:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Supporting Documents
2. Exhibit S-4: Planning and Zoning Staff Report
3. Exhibit S-5: Signed Annexation Agreement
4. Exhibit S-6: Minutes 10-10-2023
5. Exhibit S-7: Signed Zoning Recommendation

6. Exhibit PA-6: DEQ Comment
7. Exhibit PA-7: PFHD Comment
8. Exhibit PA-8: PHD Comment

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4: Planning and Zoning Commission Staff Report

Exhibit A-1 – Annexation Application

Exhibit A-2 – Narrative

Exhibit A-3 – Legal

Exhibit A-4 – Auth Letter

Exhibit A-5 – Title Report

Exhibit S-1 – Vicinity Map

Exhibit S-2 – Zoning Map

Exhibit S-3 – Future Land Use Map

Exhibit PA-1 – Post Falls School District comment

Exhibit PA-2 – Kootenai County Fire & Rescue comment

Exhibit PA-3 – Post Falls Police Department (PFPD) comment

Exhibit PA-4 – Panhandle Health Department (PHD) comment

Exhibit PA-5 – Post Falls Highway Department (PFHD) comment

Exhibit S-5: Signed Annexation Agreement

Exhibit S-6: Minutes 10-10-2023

Exhibit S-7: Signed Zoning Recommendation

Exhibit PA-6: Department of Environmental Quality comment

Exhibit PA-7: Post Falls Highway District comment

Exhibit PA-8: Panhandle Health District (PHD) comment

**CITY OF POST FALLS
STAFF REPORT**

DATE: October 5, 2023

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: ETHAN PORTER, ASSOCIATE PLANNER • eporter@postfalls.gov • 208-457-3353

SUBJECT: FINAL STAFF REPORT FOR THE OCTOBER 10, 2023, P&Z COMMISSION MEETING
DEATLEY ANNEXATION ANNX-23-1

INTRODUCTION:

Devin Mecham is requesting, on behalf of Matt DeAtley with Eucon Corporation, the property owner, approval to annex approximately 4.92-acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS) (Exhibit A-2: Narrative). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration.
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city.

PROJECT INFORMATION:

Project Name / File Number: DeAtley Annexation File No. ANNX-23-1

Owner(s): Matt DeAtley, 4201 Snake River Ave, Lewiston, ID 83501

Applicant: Devin Mecham, 801 W Riverside Ave Ste 300, Spokane, WA 99201

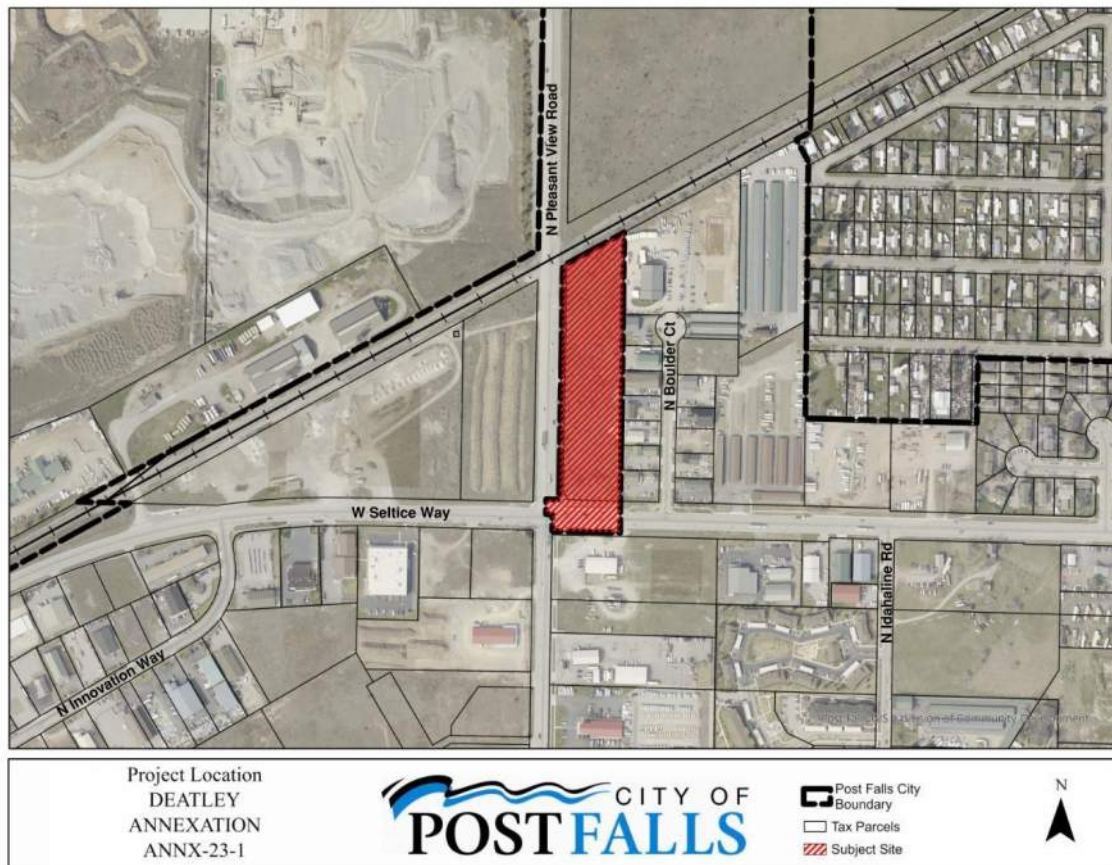
Project Description: Annex approximately 4.92-acres into the City of Post Falls with a zoning request of Community Commercial Services (CCS).

Project Location: The property is located on the northeast corner of W Seltice Way and N Pleasant View Rd.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the north of the subject site is railroad right-of-way and then continues to a vacant lot. Land uses to the east are commercial businesses within Boulder Park Subdivision. Directly south and west are roadway rights-of-way to include N Pleasant View Rd and W Seltice Way.

Area Context Vicinity Map:



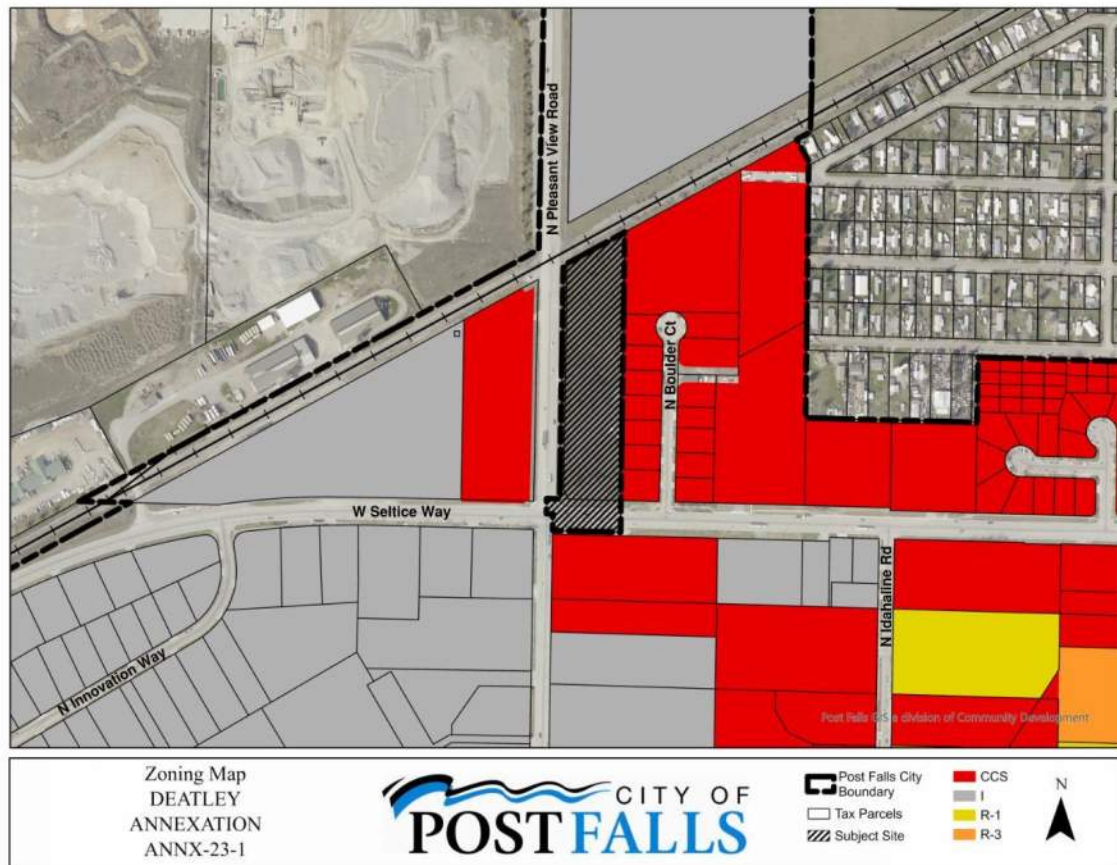
EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.20.100 are cited within the following staff analysis in **BOLD**. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA

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

The Future Land Use Map classifies this property with the land use designation of **Commercial**. The Commercial land use designation provides for a wide variety of general service, retail, professional office, and mixed (commercial and multi-family) uses that serve local and regional residents as well as the traveling public. The Commercial category generally applies to regional and community shopping centers and professional office developments. Retail and Office Commercial areas are generally located throughout the city along major arterial streets. Typical building types include commercial buildings, shopping centers, and office buildings. Future changes to Retail and Office Commercial areas are expected to include additional commercial and mixed-use developments that create a more pedestrian oriented commercial centers and corridors mixed with multi-family housing.



Commercial land use designation includes a broad mix of commercial, retail, professional office, civic, and cultural uses. Residential uses may be permitted by the implementing zoning district. Active uses are emphasized along key block frontages to focus pedestrian-oriented commercial activity. Multi-story buildings and a mixture of uses are encouraged. Design standards that enhance the character of these areas, improve pedestrian connections and promote compatibility between permitted uses are important.

The proposed annexation is located within the West Prairie Focus Area, which states the following:

West Prairie is a transitional area with portions expected to develop as future residential, commercial and industrial uses. The area includes three Area of City Impact (ACI) tiers: Exclusive Hauser, Exclusive Post Falls, and Shared Tier. Infrastructure to support urban development is mostly not in place at this time, but is being planned for.

The following items affirm or guide development of key policies for this area, or suggest future action items for the West Prairie Focus area:

- Industrial and commercial uses are envisioned west of Pleasant View Road;
- A mix of residential, commercial and industrial uses are envisioned Between Corbin Road and Pleasant View Road. Generally, residential would be appropriate closer to Corbin Road, with higher densities near commercial corridors and arterials;
- Mixed residential is envisioned between McGuire Road and Corbin Road, with higher densities near commercial corridors and arterials. This area may benefit from a

subarea plan that examines lot and block development patterns to aid transition of five-acre lots;

- Seek opportunities to develop off corridor commercial;
- Prairie Avenue's arterial classification suggests it be considered for commercial uses;
- Other West Prairie areas may warrant commercial use consideration if adjacent to arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

Staff Comment: The proposed Community Commercial Services (CCS) zone is consistent with the Future Land Use Map and does align with commercial uses outlined above within the West Prairie Focus Area.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration; Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

The following goals may or may not assist with this zone change request.

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits. This plan supports strategies that build and sustain a diverse, balanced economic base, retain existing quality of life assets, and help keep Post Falls prosperous.

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

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

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

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 12: Maintain the City of Post Falls' long-term fiscal health.

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls' obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide rate-payers with efficient, effective services now and in the future.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

The following policies may or may not assist with this zone change request.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community;

Staff Comment: Additional commercial uses may help further long-term fiscal health of the City by commercial uses to help accommodate the current and future residents within the City.

- Maintain and enhance resident quality of life;

Staff Comment: Future commercial businesses and amenities that are accessible within Post Falls may help enhance the quality of life for those within the City.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards once development is proposed through the site plan review process.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

Staff Comment: This is addressed by the first review criteria 1.

- Compatibility with surrounding land uses;

Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are primarily commercial in nature.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the site is located at the southeast corner of the property. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve the property at the requested density. Existing capacity is not a guarantee of future service.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Water service for the site would be provided by the City of Post Falls. A 12-inch water main exists along the southern boundary of the property. The City's water system has the capacity to provide service and the City is willing to serve the property at the requested density. Existing capacity is not a guarantee of future service.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to Seltice Way, a classified Principal Arterial roadway and Pleasant View Road, a classified Minor Arterial Roadway. Existing rights-of-way meet or exceed the City's minimum requirements, no rights-of-way dedications would be required with annexation. Dedication easements would be required, at the time of annexation and complying with adopted City Design Standards:

Seltice Way – Principal Arterial: existing rights-of-way exceed City minimum standards. a 15-foot sidewalk, drainage, and utility easement shall be provided along Seltice Way.

Pleasant View Road – Minor Arterial (Critical Arterial Corridor): existing rights-of-way meet City minimum standards. a 15-foot sidewalk, drainage, and utility easement shall be provided along Pleasant View Road.

Future traffic patterns to/from this site are benefitted from the connectivity at the signalized intersection of Seltice Way and Pleasant View Road. Pleasant View Road provides access to Interstate 90 access to Interstate 90 (0.5 miles south) and SH53 (2.5 miles north). Seltice Way provides local access as a parallel roadway to Interstate 90. The Pleasant View Road / Seltice Way intersection currently has traffic volumes exceeding 22,000 trips per day. Both roadways are currently operating with 60% or more of road capacity remaining.

Access to the site will be limited due to Pleasant View Road being identified as Critical Arterial Corridors by the KMPO and Seltice Way being a Principal Arterial. Roadway classifications, coupled with the impacts of the signalized intersection will require that proposed development of the site demonstrates how access to the site will operate without degradation of the safety or operation of the adjoining roadways.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 5: Direct the location of commercial shopping centers to areas near arterial intersections and high-traffic areas.

Staff Comment: This location of the proposed annexation is on the intersection corner of two high traffic roadways.

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

Staff Comment: This site is currently undeveloped and under-utilized and within the exclusive tier of the Area City Impact. Having this approved to be incorporated into the City may help incentivize development on this vacant lot.

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

areas:

- Surrounded by incorporated areas;

Staff Comment: The site is currently surrounded by incorporated City and railroad right-of-way standing alone as its own County “island”.

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls is the purveyor for both Sanitary Sewer and Domestic Water. Sanitary sewer infrastructure is located at the properties southeast corner and domestic water is located along the Seltice Way frontage. The City has capacity and is willing to provide service to the site. utilities would need to be extended within the site with any future subdivision.

- That support increased development intensity near the urban core.

Staff Comment: The site is not located near an urban core, but within a growth area of commercial and industrial uses.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: Additional rights-of-way along Seltice Way and Pleasant View are not required. A 15-foot Sidewalk, Drainage and Utility easement is required to be dedicated along adjoining roadways as part of the annexation agreement. Annexation shall include all rights-of-way adjoining the site and currently within the County. Future improvements at the time of site development will need to include consideration of the KMPO Critical Arterials Corridor Policy that affects access.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: Upon development through subdivision or site plan review frontage improvements will need to be completed. This allows for continuity of pedestrian pathways.

Policy 33: Annexation should help implement Post Falls’ transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: roadway improvements currently exist adjacent to the site. missing pedestrian facilities along Pleasant View Road would be required at the

time of site development.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;

Staff Comment: Water service and Sanitary Sewer service will be provided by the City of Post Falls. Sanitary Sewer currently exists at the property's southeastern boundary. Water is located along the property's southern boundary. The property requesting annexation and zoning is identified in the City of Post Falls Water and Water Reclamation Master Plans as being serviced by the referenced mains. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

The City's Water and Water Reclamation Systems have the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Master Plans. Current capacity of the City's Water Systems is not a guarantee of future service. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements;

Staff Comment: Dedication of additional rights-of-way and associated easements have been described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors;

Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

- Timing that supports orderly development and/or coordinated extension of public services;

- Staff Comment: The property is surrounded by the City of Post Falls on all four (4) sides. Utilities are located along the property and capable of providing service to the property.

- Comprehensive plan goals and policies.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 71: Promote the planting and protection of trees citywide, helping;

- Beautify and enhance community value;
- Provide shade and comfort;
- Affirm the city's association with the outdoors and its historic origins;
- Provide wildlife habitat.

Staff Comment: Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required.

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems and will not utilize a septic system. Stormwater management will be reviewed through subdivision and site plan review process.

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

Staff Comment: There have been no identified "Demonstrable Adverse Impacts upon the delivery of services by any political subdivision providing public services within the city." at this point in time.

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)
Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental Quality (DEQ)	Panhandle Health District	Kootenai County Planning
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	TransCanada GTN	TDS

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

- Post Falls School District (Exhibit PA-1) states capacity is within limits and has not been exceeded
- Kootenai County Fire & Rescue (Exhibit PA-2) reserves comments for the permitting process
- Post Falls Police Department (Exhibit PA-3) will remain neutral on this project
- Panhandle Health District (Exhibit PA-4) states if the annexation includes sewer services to the parcel, then Panhandle District has no jurisdiction
- Post Falls Highway District (Exhibit PA-5) has no comment

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along Pleasant View Road
 - a. No right-of-way dedications are required
 - b. A 15-foot sidewalk, drainage, and utility easement is required.
3. Dedication of Rights-of-way and easements along Seltice Way
 - a. No right-of-way dedications are required
 - b. A 15-foot sidewalk, drainage and utility easement is required

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1	Annexation Application
Exhibit A-2	Narrative
Exhibit A-3	Legal
Exhibit A-4	Auth Letter
Exhibit A-5	Title Report

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map

Testimony:

Exhibit PA-1	PFSD
Exhibit PA-2	KCFR Comments
Exhibit PA-3	PFPD
Exhibit PA-4	PHD
Exhibit PA-5	PFHD

Annexation · 385 – DEATLEY



Expiration Date

Active



ANNX-23-1



Details

Submitted on Mar 13, 2023 at 4:01 pm



Attachments

9 files



Activity Feed

Latest activity on Mar 14, 2023



Applicant

Devin Mecham

0



Location

Point Location: 47.7173, -117.0013

Timeline

Add New ▾

Fee Payment

Paid Mar 14, 2023 at 9:23 am

Completeness Review

In Progress

Mar 28



GIS Review

In Progress



Polygon Creation

Review



Maps Created

Review



Draft Development Annexation Agreement

Review



Planning Development Review

Exhibit A-1

Review



Staff Report

Review



Engineering Additions

Review



Parks Additions

Review



Wastewater Additions

Review



Planning Review (Staff Report)

Review



Legal Review of Annexation Agreement

Review



Planning Review of Agreement

Review



Planning Review of Agreement

Review



Applicant Review of Annexation Agreement

Review



Schedule P&Z

Review



Notices for P&Z

Review



Site Posting

Review



Zoning Recommendation

Review



Schedule Council

Review



Council Memo

Review



Notices for Council

Review



Site Posting

Review



Reasoned Decision

Review



Consent Agenda

Review



ROW, Easement, Legal & Exhibits

Review



Ordinance Legal & Exhibits

Review



Review of Legals & Exhibits

Review



Applicant Signatures

Review



Consent Agenda

Review



Recorded Copies to Applicant

Review



Mailing Fees

Number of Mailings

19

Designated Project Name

Application Information

Did an Annexation Pre-app take place? *

No

Applicant Type *

Other

Description of Project/Reason for Request *

Annexation into city for commercial development.

Existing Zoning *

Commercial/Agricultural

Adjacent Zoning *

CCS

Current Land Use *

Vacant

Adjacent Land Use *

Commercial

Owner Information

Name *

Matt DeAtley

Company

Eucon Corporation

Phone *

12088160625

Email *

mattdeatley@euconcorp.com

Address *

4201 Snake River Ave

City, State, Zip Code

Lewiston, ID 83501

Application Certification

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing. *



I (We) the undersigned do hereby make application for the land use action contemplated herein on the property described in this application and do certify that the information contained in the application and any attachments or exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in this application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or videos of the property under consideration as deemed necessary, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application. I (We) hereby certify that I am (we are) the owner or contract buyer of the property upon which the land use action is to be located, or that I (we) have been vested with the authority to act as agent for the owner or contract buyer. *

 Devin R Mecham
Jan 17, 2023

Annexing the parcel at the North East corner of Seltice Way and Pleasant View Road into the City of Post Falls will help achieve the goals outlined in the Comprehensive Plan for the West Prairie area. The annexation will allow the City to extend its infrastructure and services to the area, creating new opportunities for economic development, preserving natural resources, enhancing quality of life, improving transportation infrastructure, and providing high-quality public services.

One of the primary benefits of annexing the parcel is that it will provide the City with additional land to develop and promote economic growth, as outlined in **G.01, G.07 and G.12** in Appendix B of the Comprehensive Plan. By extending its boundaries to include this parcel, the City can expand its commercial and industrial zones, attracting new businesses and industries to the area. This, in turn, will create new job opportunities for residents and promote economic growth, helping to achieve the Comprehensive Plan's goal of economic development.

The annexation will also help protect the natural resources in the area. By bringing the parcel under the City's jurisdiction, the City can enforce its land use regulations, ensuring that development in the area is done in a sustainable and environmentally responsible manner. This will help preserve the area's wetlands, open space, and wildlife habitat, as outlined in **G.08**, the Comprehensive Plan's goal of protecting natural resources.

In terms of enhancing quality of life as expressed in **G.02 and G.05**, the annexation will provide residents in the area with access to a broader range of community facilities and services. The City can use the additional revenue from the parcel to improve and expand public transportation options, build new community facilities, and develop recreational opportunities. By doing so, the City can create a more livable and sustainable community that benefits all residents, helping to achieve the Comprehensive Plan's goal of enhancing quality of life.

Improving transportation infrastructure is another benefit of annexing the parcel, and is a goal outlined in **G.05 and G.06**. The City can use the additional revenue from the parcel to improve and expand roads, sidewalks, and bike lanes in the area, making it safer and more convenient for residents to travel. By doing so, the City can reduce traffic congestion, improve air quality, and provide residents with greater mobility and accessibility, all of which align with the Comprehensive Plan's goal of improving transportation infrastructure.

Finally, annexing the parcel will allow the City to provide high-quality public services to residents in the area. By extending its boundaries to include the parcel, the City can provide police and fire protection, emergency medical services, and public utilities to residents in the area. This will help promote the health, safety, and well-being of all residents, helping to achieve the Comprehensive Plan's goal of providing high-quality public services, in support of **G.02**.

Overall, annexing the parcel at the North East corner of Seltice Way and Pleasant View Road into the City of Post Falls will help the City achieve its goals of promoting economic development, protecting natural resources, enhancing quality of life, improving transportation infrastructure, and providing high-quality public services, as outlined in the Comprehensive Plan for the West Prairie area.



Dominion
Engineering Associates, L.C.

**DeAtley Annexation Metes & Bounds Description
Kootenai County, Idaho**

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, KOOTENAI COUNTY, IDAHO OFFICIAL RECORDS,

TOGETHER WITH A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST AS DESCRIBED IN THE DEED TO THE STATE OF IDAHO, RECORDED OCTOBER 17, 1938 IN BOOK 110 OF DEEDS AT PAGES 151 AND 152, RECORDS OF KOOTENAI COUNTY, IDAHO,

TOGETHER WITH A PORTION OF SAID SOUTHWEST QUARTER OF SECTION 32 AND THE NORTHWEST QUARTER OF SECTION 5. TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, ACCORDING TO THE RECORD OF SURVEY RECORDED IN BOOK 19 AT PAGE 234, KOOTENAI COUNTY, IDAHO OFFICIAL RECORDS,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER FOR THE SOUTHWEST CORNER OF SAID SECTION 32 AND NORTHEAST CORNER OF SAID SECTION 5; THENCE ALONG THE WEST LINE OF SAID SECTION 32 NORTH 00°55'10" WEST 57.19 FEET; THENCE LEAVING SAID WEST LINE NORTH 89°04'50" EAST 25.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°04'50" EAST 35.00 FEET TO THE NORTHEAST RIGHT-OF-WAY INTERSECTION OF SAID NORTH PLEASANT VIEW ROAD AND WEST SELTICE WAY; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID NORTH PLEASANT VIEW ROAD NORTH 00°55'10" EAST 900.79 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD AND SAID EAST RIGHT-OF-WAY; THENCE LEAVING SAID EAST RIGHT-OF-WAY AND ALONG SAID SOUTH RIGHT-OF-WAY NORTH 61°23'48" EAST 258.62 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 OF SAID WEST SELTICE WAY; THENCE LEAVING SAID NORTH RIGHT-OF-WAY SOUTH 01°35'39" WEST 135.00 FEET TO A PONT ON THE SOUTH RIGHT-OF-WAY OF SAID WEST SELTICE WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY NORTH 88°24'21" WEST 258.48 FEET TO THE SOUTHEAST RIGHT-OF-WAY INTERSECTION OF SAID WEST SELTICE WAY AND SAID NORTH PLEASANT VIEW DRIVE; THENCE NORTH 00°55'10" EAST 134.60 FEET TO THE POINT OF BEGINNING.

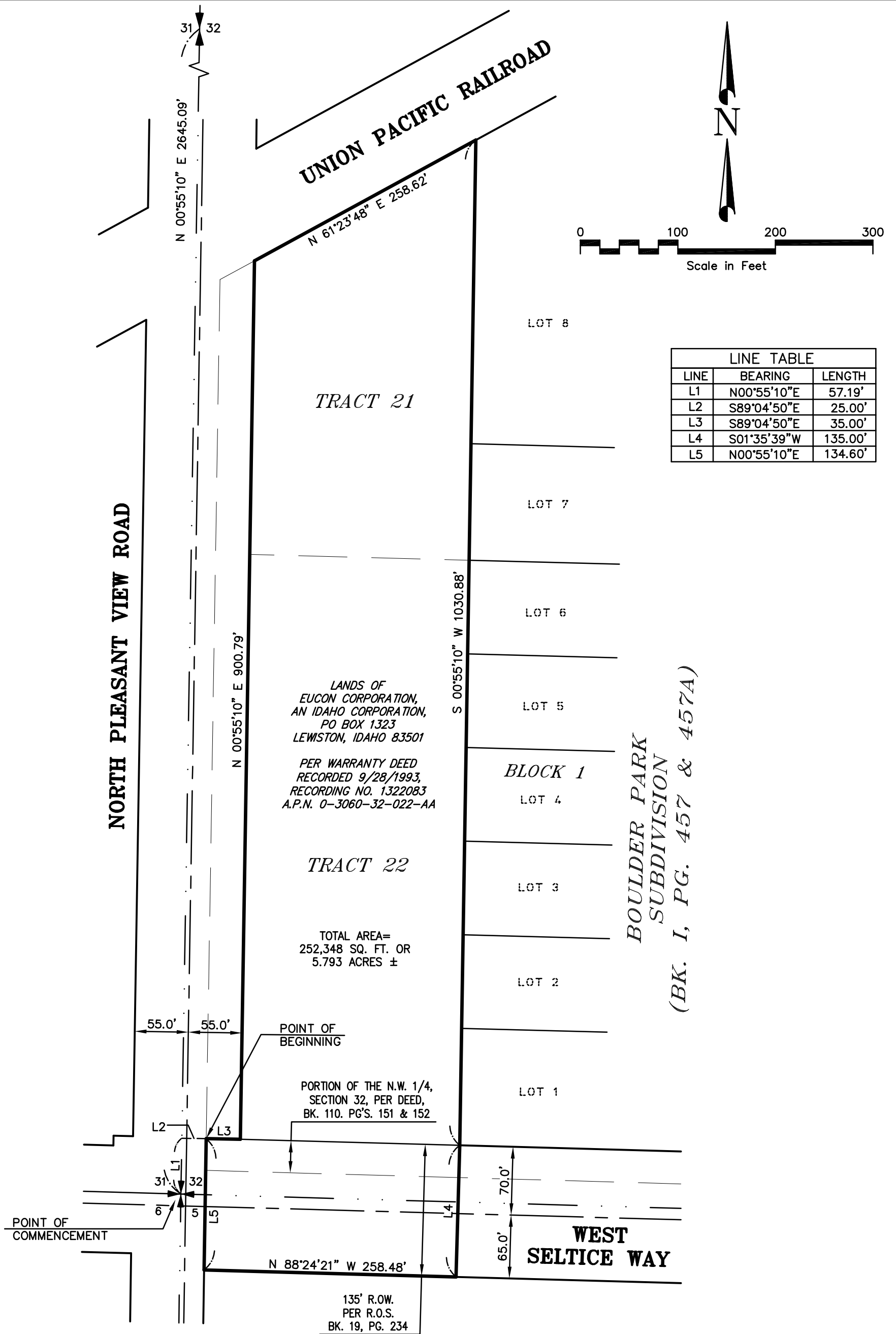
CONTAINS 252,348 SQ. FT, OR 5.793 ACRES MORE OR LESS.

DESCRIPTION PREPARED BY

JAMES V. WEHDE, PLS
IDAHO REGISTRATION NO. 9572
10 WEST LAND SURVEYING & MAPPING, INC.
410 S FOREST GLEN BLVD.
POST FALLS, ID 83854



Exhibit A-3



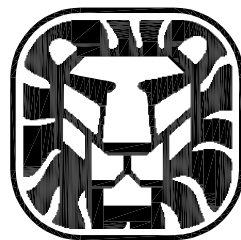
LEGEND:

DeATLEY ANNEXATION BOUNDARY LINE
CENTERLINE
SECTION LINE



DeAtley Annexation Exhibit

LOCATED IN THE SW 1/4, SECTION 32, TOWNSHIP 51 NORTH,
RANGE 5 WEST & THE NE 1/4, SECTION 5, TOWNSHIP 50
NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO



DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

Eucon Corporation
C/o Matt DeAtley
4201 Snake River Ave
Lewiston, ID 83501

March 13, 2023

To whom it may concern:

Devin Mecham has permission to act on my behalf to facilitate the annexation of parcel #0306032022AA into the City of Post Falls, ID.

Please contact me with any questions.

DocuSigned by:
 13/2023
9255144C7E744A1...

Matt DeAtley
Vice President and General Manager
Eucon Corporation



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

A handwritten signature in dark ink, likely belonging to the President of the company.

President

ATTEST

A handwritten signature in dark ink, likely belonging to the Secretary of the company.

Secretary

Exhibit A-5



Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Office: Fidelity National Title, NCS
 ALTA® Universal ID: 1065022
 Commitment Number: N0040784 / 22465587

SCHEDULE A

1. Commitment Date: October 24, 2022 at 07:30 AM

2. Policy or Policies to be issued:

X ALTA Owners Policy (6/17/06)

Standard Coverage

Policy Amount: \$525,000.00

Premium: \$1,884.00

Proposed Insured:

O'Reilly Auto Enterprises, LLC

Charge: \$0.00

Endorsements: None Requested

3. The estate or interest in the land described or referred to in this Commitment is:
 Fee Simple

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
 Eucon Corporation, an Idaho corporation

5. The Land described as follows:
 See Attached Schedule C

Fidelity National Title Insurance Company
 TitleOne, a Title and Escrow Company

By:

Karen Pemberton, Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165B

ALTA Commitment for Title Insurance 8-1-16

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Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company will require delivery and approval of a Commercial Owner's Affidavit. The Company may make additional requirements and exceptions upon disclosure of the same.
6. The Company does not insure that the description in this commitment covers the land that you requested. To prevent errors and to be certain that the proper land will appear on the documents and on the policy of title insurance, the Company requires for its review a satisfactory legal description of the correct land and approval of said legal description signed by the parties to the transaction. The Company may make additional requirements or exceptions upon disclosure of the same.
7. The Company will require a copy of the Operating Agreement and any amendment thereof for O'Reilly Auto Enterprises, LLC, a Delaware limited liability company, showing authority of the officers, managers, or members to execute the forthcoming documents on behalf of said limited liability company. The Company may make additional requirements or exceptions upon disclosure of the same.
8. The Company requires a copy of the bylaws and a satisfactory resolution of the board of directors authorizing the proposed transaction and setting forth the party or parties authorized to execute documents on behalf of Eucon Corporation, an Idaho corporation. The Company may make additional requirements or exceptions upon disclosure of the same.
9. The Company requires for its review a satisfactory Warranty Deed from Eucon Corporation, an Idaho corporation to O'Reilly Auto Enterprises, LLC, a Delaware limited liability company. The Deed must be signed, delivered and recorded.
10. NOTE: IF the Company is requested to issue an Extended Coverage ALTA Owner's Policy for this transaction, the following additional requirements will apply:
 - (a) Parties in possession exception of this commitment may be deleted upon receipt of an owner's affidavit executed by the owner of the subject property, identifying the subject property and stating that no one is in possession of the land other than the owner and the tenants of the owner. Any tenancy is to be specifically excepted in the policy.
 - (b) The easement and survey exceptions of this commitment may be deleted upon the review and examination by this Company, prior to closing, of a current survey of the land acceptable to the Company, duly certified by a registered land surveyor. The certificate of survey must show, among other things, the exact location of all the improvements located on the land, the situation, width, and length of all the recorded or unrecorded easements, the existence of fences, signs, and building setback areas, and

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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Fidelity National Title Insurance Company

finally, any dimension discrepancy, gap, overlap, or boundary line problem that may affect the property. Any specific item, shown by this review and examination is to be specifically excepted in the policy. The survey should certify TitleOne and the designated underwriter stated herein (the Company).

(c) The mechanic's lien exception may be deleted upon the review and examination of satisfactory evidence that no labor or materials have been furnished to the property for improvements authorized or contracted for by or on behalf of owner within the last 120 days, nor have any contracts been entered into for such improvements and there are no unpaid bills for labor and materials for improvements made upon said land for which a claim of lien may be filed. If labor or materials have been furnished or work has been contracted, the Company requires a complete list of all sub-contractors and suppliers who have furnished or will furnish labor and/or material to the subject property. Each sub-contractor and supplier is required to execute an acknowledgment of final payment and unconditional waiver of lien.

11. NOTE: According to the available records, the purported address of the land referenced herein is:

NNA W Seltice Way
Post Falls, Idaho 83854

12. NOTE: Additional Underlying Documents.

To view the MAP(s) click here.

To view the VESTING DEED(s) click here.

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ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company. If the Company's requirements are satisfied, Exceptions 1 through 7 will be removed on Enhanced/Extended coverage policies.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, equipment, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

Taxes for the year 2021 are paid in full.

Parcel Number: R0306032022AA

Original Amount: \$2,062.11

AIN: 154543

9. The land described herein is located within the boundaries of the City of Post Falls and is subject to any assessments levied thereby.
10. The land described herein is located within the boundaries of the East Greenacres Irrigation District and is subject to any assessments levied thereby.

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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11. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded December 8, 1902 in Book 1 of Patents, at Page 349, records of Kootenai County, Idaho.

12. Reservations as contained in a/an Deed.

Executed by: Spokane International Railway Company

Purpose: Right to construct operate and maintain water ditches, conduits, and canals for the purpose of conducting water for irrigation and other purposes along and on each side of and across said right of way of said railway company

Recorded: September 8, 1906

Instrument No.: 21529

Book 18 of Deeds at Page 680, records of Kootenai County, Idaho.

13. Easements, reservations, restrictions, and dedications as shown on the official plat of Plat No. 10 of Greenacres Irrigation District, recorded July 6, 1916 in Book B of Plats at Page 100, records of Kootenai County, Idaho.

14. Terms and provisions, including any negative easements, conditions, restrictions, and access rights contained in a deed to the State of Idaho.

Recorded: October 14, 1938

Instrument No.: 112584

Book 110 of Deeds at Page 151, records of Kootenai County, Idaho.

15. An easement for the purpose shown below and rights incidental thereto as set forth in a/an document.

Granted to: American Telephone and Telegraph Company and Interstate Telephone Company

Purpose: A perpetual right of way easement to construct, reconstruct, operate, and maintain lines of telephone and telegraph, consisting of such wires, guys, anchors, other fixtures and appurtenances

Recorded: July 24, 1939

Instrument No.: 116945

Book 112 of Miscellaneous Records at Page 223, records of Kootenai County, Idaho.

16. An easement for the purpose shown below and rights incidental thereto as set forth in a/an Right of Way Easement.

Granted to: The Washington Water Power Company

Purpose: The right to erect, construct, reconstruct, and maintain an electric distribution line consisting of wires, poles, and associated fixtures

Recorded: October 4, 1989

Instrument No.: 1162613, records of Kootenai County, Idaho.

17. An easement for the purpose shown below and rights incidental thereto as set forth in a/an Right-of-Way Easement.

Granted to: Post Falls Highway District

Purpose: Perpetual easement for road purposes over, across, and through the land of the Grantor

Recorded: May 21, 1997

Instrument No.: 1490806, records of Kootenai County, Idaho.

18. An easement for the purpose shown below and rights incidental thereto as set forth in a/an Electric Line Right of Way Easement.

Granted to: Kootenai Electric Cooperative

Purpose: Construct, operate, maintain, an electric transmission and/or distribution line or system

Recorded: October 18, 2001

Instrument No.: 1700879, records of Kootenai County, Idaho.

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27C165B

ALTA Commitment for Title Insurance 8-1-16

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Fidelity National Title Insurance Company

19. An easement for the purpose shown below and rights incidental thereto as set forth in a/an document.
Granted to: Post Falls Highway District

Purpose: Constructing or installing thereon utilities, sidewalks or other construction items associated with a public road or highway

Recorded: May 29, 2002

Instrument No.: 1735102, records of Kootenai County, Idaho.

20. Easements for utilities or pipelines in that portion of the land that is an abandoned or vacated road or right-of-way as set forth in Order of Vacation.

Recorded: July 27, 2005

Instrument No.: 1967731, records of Kootenai County, Idaho.

21. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded August 11, 2005 as Instrument No. 1971733, records of Kootenai County, Idaho.

22. Terms and conditions contained in a/an Ordinance No. 1414.

Recorded: June 10, 2021

Instrument No.: 2839042000, records of Kootenai County, Idaho.

NOTE: This document contains 179 pages and may take additional time to open.

23. Terms and conditions contained in a/an Ordinance No. 1444.

Recorded: January 19, 2022

Instrument No.: 2882765000, records of Kootenai County, Idaho.

(End of Exceptions)

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ALTA Commitment for Title Insurance 8-1-16

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Fidelity National Title Insurance Company

SCHEDULE C

Legal Description:

The West 260 feet of Tracts 21 and 22, GREENACRES PLAT No. 10, according to the plat recorded in the office of the County Recorder in Book B of Plats at Page 100, records of Kootenai County, Idaho.

EXCEPT that portion described in the deed to the State of Idaho, recorded October 17, 1938 in Book 110 of Deeds at Pages 151 and 152, records of Kootenai County, Idaho.

ALSO EXCEPT that portion described in deed to Post Falls Highway District by Correction Warranty Deed recorded June 18, 1997 as Instrument No. 1494453, records of Kootenai County, Idaho.

ALSO EXCEPT that portion described in deed to Post Falls Highway District by Quitclaim Deed recorded May 29, 2002 as Instrument No. 1735101, records of Kootenai County, Idaho.

TOGETHER WITH a 40-foot right of way adjacent to North end of parcel as disclosed in Order of Vacation recorded July 27, 2005 as Instrument No. 1967731, records of Kootenai County, Idaho.

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ALTA Commitment for Title Insurance 8-1-16

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Fidelity National Title Insurance Company

COMMITMENT CONDITIONS

1. **DEFINITIONS**
 - (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
 The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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ALTA Commitment for Title Insurance 8-1-16

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Fidelity National Title Insurance Company

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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ALTA Commitment for Title Insurance 8-1-16

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Fidelity National Title Insurance Company

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

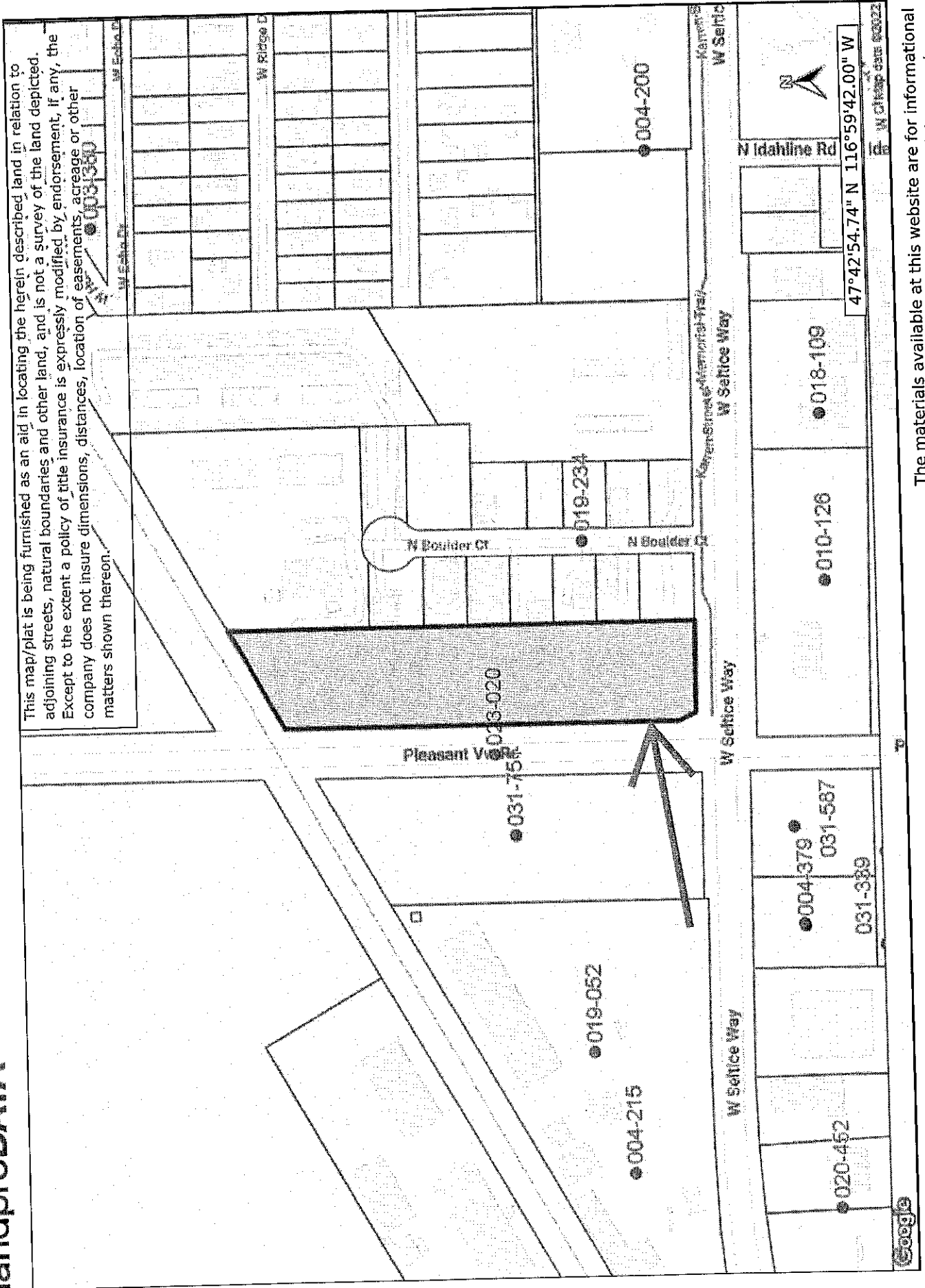
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ALTA Commitment for Title Insurance 8-1-16

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Property Detail | Public Access

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[ASSESSOR](#) > [PROPERTY SEARCH](#) > [DETAIL](#)
[Return](#) [New Search](#) [Tax Info](#) [Print](#) [Parcel Map](#)

General Information

Owner: Eucon Corp

Mailing Address: 4201 Snake River Ave Lewiston Id 83501

Property Address: Not Available

Neighborhood: 24 County North, Commercial

District (TCA): 073000

Property ID: 0306032022AA

Alternate ID: 13731

Property Class: 416- Rural commercial sub

Deeded Acres: 5.2710

Last updated: 11/02/2022 01:54:33 AM

Legal Descriptions

Description

GREENACRES IRR DISTRICT PLAT 10, W 260 FT TRS 21 & 22 EX RW, VAC RW ADJ TO NORTH

LINE TR 21 3251N05W

Sales History

Document No.	Date	Owner	Grantee	Type	Description
No sales history data exists.					

Net Taxable Value

Tax Year	Description	Value
2022	Original	323,164
2021	Original	323,164

Value History

Year	Reason	Land Value	Improvement Value	Total Value
2001	01- Revaluation	\$43,870.00	\$0.00	\$43,870.00

Year	Reason	Land Value	Improvement Value	Total Value
1997		\$0.00	\$0.00	\$0.00

◀ 1 2 3 4 5 ▶ 5 ▼ Items per page

21 - 22 of 22 items

Land Details

Land Type	Acres	Total Value
Commercial/Industrial	4.17	\$220,798
Commercial/Industrial	1.00	\$102,366
Waste	0.11	\$0

Improvements

Property Record	Improvement ID	Use Code	Description	Year Built	Length (ft.)	Width (ft.)	Area	Area Units
No improvements data present.								

Additional Commercial Info.

Property Record	Use Code	Description	Gross Square Footage
No additional commercial improvements data present.			

Floor Areas

Non-commercial floor area data is not available.

Commercial Floor Area

No commercial floor area data exists.

Permits

Filing Date	Inactive Date	Sq Ft	Permit Description
No permits data is available.			



Tax Account | Public Access

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TREASURER > TAX SEARCH > ACCOUNT

 \$0.00
CHECK OUT

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Account Information

PIN: 0306032022AA

AIN: 154543

Tax Roll: Real Property

Owner: EUCON CORP

TAG: 073000

Lender: None.

Mailing Address:

4201 Snake River Ave Lewiston Id 83501

Legal Descr.:

 GREENACRES IRR DISTRICT PLAT 10,
W 260 FT TRS 21 & 22 EX RW, VAC RW
ADJ TO NORTH LINE TR 21 3251N05W

Last updated: 11/02/2022 01:54:33 AM

Tax Bills

Per ID Code 63-1002, payment will be applied to the oldest taxes due.

Total Payable: \$0.00

Pay Partial:
☒ Tax Charge History

☒ Payment History

Select the "Tax Year" link to View Tax Assessment Values for the entire tax year.

Tax Year	Bill Number	Date Paid	Paid By	Receipt Number	Amount Paid
2021	219444	12/20/21	Eucon Corp	B21.24926	\$2,062.11
2020	237690	12/17/20	Eucon Corp	U20.13478	\$2,307.26
2019	387311	6/17/20	Eucon Corp	U19.41366	\$1,121.64
2019	387311	12/20/19	Eucon Corp	B19.16650	\$1,121.64
2018	121139	6/12/19	Eucon Corp	U18.36612	\$1,153.92
2018	121139	12/18/18	Eucon Corp	U18.10548	\$1,153.93
2017	122491	6/7/18	Eucon Corp	U17.36765	\$1,144.20
2017	122491	12/6/17	Eucon Corp	U17.11582	\$1,144.21

11/2/22, 4:57 PM

Tax Account

Tax Year	Bill Number	Date Paid	Paid By	Receipt Number	Amount Paid
2016	120482	6/9/17	Eucon Corp	U16.36165	\$1,203.02
2016	120482	12/8/16	Eucon Corp	U16.4336	\$1,203.03

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Tax - Bill Detail | Public Access

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TREASURER > TAX SEARCH > ACCOUNT > BILL DETAIL

 \$0.00
CHECK OUT

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Taxing District Charges

PIN: 0306032022AA

AIN: 154643

Tax Roll: Real Property

For Tax Year: 2021

Bill Number: 219444

Tax Bill ID: 2887688

Net Tax: \$2,062.11

For questions regarding your property value or exemptions, please call the Assessor's Office at 208-446-1500. Contact the applicable taxing district with inquiries about levy rates.

▲ Authority: 1-KOOTENAI CO

Fund	Exemption	Taxable Value	Rate	Gross Tax	State Credit	HOE Savings	Net Tax
Airport	\$0.00	\$323,164.00	0.000004915	\$1.59	\$0.00	\$0.00	\$1.59
County Fair	\$0.00	\$323,164.00	0.000004502	\$1.45	\$0.00	\$0.00	\$1.45
Current Expense	\$0.00	\$323,164.00	0.000243433	\$78.67	\$0.00	\$0.00	\$78.67
District Court	\$0.00	\$323,164.00	0.000228862	\$73.96	\$0.00	\$0.00	\$73.96
Health Unit	\$0.00	\$323,164.00	0.000029414	\$9.51	\$0.00	\$0.00	\$9.51
Historical Society	\$0.00	\$323,164.00	0.000000822	\$0.27	\$0.00	\$0.00	\$0.27
Indigent	\$0.00	\$323,164.00	0.000000000	\$0.00	\$0.00	\$0.00	\$0.00
Justice Fund	\$0.00	\$323,164.00	0.001305439	\$421.87	\$0.00	\$0.00	\$421.87
Liability Insurance	\$0.00	\$323,164.00	0.000028875	\$9.33	\$0.00	\$0.00	\$9.33
Noxious Weeds	\$0.00	\$323,164.00	0.000013037	\$4.21	\$0.00	\$0.00	\$4.21
Parks & Rec	\$0.00	\$323,164.00	0.000015350	\$4.96	\$0.00	\$0.00	\$4.96
Revaluation	\$0.00	\$323,164.00	0.000113459	\$36.67	\$0.00	\$0.00	\$36.67
				Gross Tax	State Credit	HOE Savings	Net Tax
				\$642.49	\$0.00	\$0.00	\$642.49

▼ Authority: 225-PF HIGHWAY #1

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$112.64	\$0.00	\$0.00	\$112.64

▼ Authority: 232-SCHOOL DIST #273-BOND

Tax - Bill Detail

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$168.40	\$0.00	\$0.00	\$168.40

▼ Authority: 232-SCHOOL DIST #273-SUPP

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$276.18	\$0.00	\$0.00	\$276.18

▼ Authority: 232-SCHOOL DIST#273-OTHER

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$4.82	\$0.00	\$0.00	\$4.82

▼ Authority: 255-KC FIRE & RESCUE

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$522.94	\$0.00	\$0.00	\$522.94

▼ Authority: 271-COMM LIBRARY NET J

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$76.27	\$0.00	\$0.00	\$76.27

▼ Authority: 272-COMM LIB NET-BOND J

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$5.37	\$0.00	\$0.00	\$5.37

▼ Authority: 351-N ID COLLEGE

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$209.90	\$0.00	\$0.00	\$209.90

▼ Authority: 354-KOOTENAI-EMS

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$37.36	\$0.00	\$0.00	\$37.36

▼ Authority: 490-S/A-Aquifer Prot District

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$5.74	\$0.00	\$0.00	\$5.74

All Totals

	Gross Tax	State Credit	HOE Savings	Net Tax
	\$2,062.11	\$0.00	\$0.00	\$2,062.11

To all to Whom these Presents shall Come--GREETING;

WHEREAS, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Grand Prairie, Texas, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Charles P. Parsons has been established and duly consummated, in conformity to laws, for the

South West quarter of Section Thirty-two on Township 18 N.,
 One North of Range Five West of Rose Creek Range, and also
 containing One hundred and sixty acres.

NOW, KNOW YE, That there is, therefore, granted by the United States unto the said

Charles R. Frazar, the tract of land above described

TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said

Abraham R. Parsons and to his heirs

and designs forever, subject to any vested and accrued water rights for mining, agriculture, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein to ledge, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted; as provided by law, and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, James Wilson President of the United States of America, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the 16th day
of February, in the year of our Lord one thousand eight hundred
and twenty three, and of the Independence of the United States
the one hundred and seventeenth.

BY THE PRESIDENT: *Barbara Leland*

Dr. G. L. Truckner

Secretary

W. G. L. Landon
Recorder of the General Land Office

Memorandum Vol. 1 Page 43

dated for Record at 7/1 p'clock of U

10/10/1919

Deputy

11/18/87

1991

1890-1891-1892-1893

belonging or in anywise appertaining to the said party of the second part its successors and assigns forever and the said Mary G. LaClair and Henry J. LaClair parties of the first part for themselves their heirs executors and administrators do covenant with the said party of the second part; its successors and assigns that they are well seized in fee of the lands and premises aforesaid and have good right to sell and convey the same in manner and form aforesaid; that the same are free from all incumbrances save and except the mortgage hereinbefore described. And also that the said parties of the first part and their heirs executors and administrators and all and every person or persons whomsoever lawfully or equitably deriving any estate; right, title or interest of in or to the hereinbefore granted premises by from, under or in trust for them shall and will at any time or times hereafter upon thereasonable request and at the expense, cost and charges of the said parties of the first part their heirs, executors and administrators make, do and execute or cause to be made, done and executed all and every such further and other lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby granted or so intended to be in and to the said party of the second part its successors and assigns forever as by the said party of the second part its successors and assigns or its counsel learned in the law shall be reasonably advised or required. And the above bargained and granted lands and premises in the quiet and peaceable possession of the said party of the second part its successors and assigns against all persons lawfully claiming or to claim the whole or any part thereof the said parties of the first part their heirs, executors and administrators will warrant and defend save and except as to the mortgage hereinbefore mentioned In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written:

Signed sealed and delivered in the presence of;

Thomas B. Higgins

Mary G. LaClair (SEAL)

Henri Gommelen ?

Henry J. LaClair (SEAL)

State of Washington county of Spokane (ss. I, C.P. Parsons a notary public in and for said county and state do here by certify that on the 5 day of September A. D. 1906 personally appeared before me Mary G. LaClair and Henry J. LaClair personally known to me to be the persons and individuals described in whose name they subscribed to the within instrument and who executed the same and acknowledged to me that they signed sealed and executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned And I further certify that upon examination apart from and without the hearing of her husband I made the said Mary G. La Clair wife of the said Henry J. LaClair fully acquainted with the contents of said instrument and thereupon she acknowledged to me that she executed the same freely and voluntarily and that she did not wish to retract such execution. Given under my hand and official seal the day and year in this certificate first above written

C.P. Parsons, notary public, county of
Spokane state of Washington residing at
Spokane Wn.

(Notarial seal)

State of Idaho county of Kootenai (ss. I hereby certify that the within instrument was filed for record in my office on the 7th day of Sept. A. D. 1906 at 9:06 o'clock A. M. and recorded in book 18 of Deeds of said county at page 679 Witness my hand and the seal of my office.

Fee \$2.00

T.L. Quarles county recorder,

21529

DEED

COMPARED
By _____

THIS INDENTURE, made the 4th day of September A. D. 1906 between D. C. Corbin, widower, of Spokane Washington the party of the first part and the SPOKANE INTERNATIONAL RAILWAY COMPANY a corporation organized under the laws of the state of Washington having its principal place of business at Spokane Washington the party of the second part Witnesseth that the said party of the first part for and in consideration of the sum of one (\$1.00) dollars to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged do by these presents grant

bargain, sell convey and confirm unto the said party of the second part and to its successors and assigns forever that certain strip or parcel of land situate lying and being in the county of Blaine state of Idaho and particularly described as follows to wit: A strip of land one hundred feet wide being fifty feet in width on each side of the center line of the railroad of the party of the second part as the same is now surveyed and definitely located through over and across the following described tract or parcel of land to wit: The northwest quarter of section thirty two (32) in township fifty one (51) north range five (5) west Boise Meridian said center line being more particularly described as follows Beginning on the west line of said section thirty two (32) at a point 975 feet north of the southwest corner thereof and running thence N. 60° 08' E. 3034 feet on a straight line to the east line of said southwest quarter of section thirty two (32) at a point 801 feet south of the center of the section containing 6.97 acres more or less as shown in red on a map attached hereto and made a part hereof The grantor herein reserves to himself and his heirs and assigns the right to construct operate and maintain water ditches, conduits and canals for the purpose of conducting water for irrigation and other purposes along and on each side of and across said right of way of said railway company; provided that said water ditches, conduits and canals shall be constructed and maintained in such a manner as not to interfere with the proper and safe operation and maintenance of the railway of the party of the second part Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining and the rents, issues and profits thereof To have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part and to its successors and assigns forever And the said party of the first part and his heirs the said premises in the quiet and peaceable possession of the said party of the second part its successors and assigns against the said party of the first part and his heirs and against all and every person whomever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend; and the party of the first part for himself and his heirs executors administrators and assigns in consideration of said purchase money do hereby waive all claims for damages by reason of the construction and operation of a railroad over and along said strip of land herein conveyed In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed sealed and delivered in the presence of

D. C. Gorbin (SEAL)

682

State of Washington county of Spokane (ss. On this 4th day of September A. D. 1906 before me a notary public in and for said county and state personally appeared D. C. Corbin, widower, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned. In witness whereof I have hereunto set my hand and seal the day and year first above written,

(Notarial seal)

Arthur J. Shaw, notary public.

Filed for record at the request of D. C. Corbin Sept. 8 1906 at 9:19 o'clock A. M. in book 18 of Deeds page 682 Records of Kootenai county state of Idaho.

Fee \$1.50

T.L. Quarles, county recorder.

21509

COMPARED

By *John*.....

KNOW ALL MEN BY THESE PRESENTS that I, Frank Shyco, unmarried of Sumpter county of Baker state of Oregon in consideration on ninety and no-100 dollars to me paid by Grant Starbuck have bargained and sold and by these presents do grant, bargain sell and convey unto said Grant Starbuck his heirs and assigns all the following bounded and described real property situated in the county of Kootenai and state of Idaho Lots numbered one (1) three (3) five (5) seven (7) and thirty four (34) in block numbered B in the ~~town~~ of McClellan as shown by the recorded plat in the office of the county recorder in Kootenai county state of Idaho together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining and also all my estate, right, title and interest in and to the same including dower and claim of dower. To have and to hold the above described and granted premises unto the said Grant Starbuck, his heirs and assigns forever And I the grantor above named do covenant to and with Grant Starbuck the above named grantee his heirs and assigns that I am lawfully seized in fee simple of the above granted premises that the above granted premises are free from all incumbrances and that I will and my heirs executors and administrators shall warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever. IN WITNESS WHEREOF I the grantor above named hereunto set my hand and seal this 25th day of August 1906.

Signed sealed and delivered in the presence of us as witnesses;

Geo. M. Love
P.J. Bannon

Frank Shyco (SEAL)

State of Oregon county of Baker (ss. This certifies that on this 25th day of August 1906 before me the undersigned a notary public in and for said county and state personally appeared the within named Frank Shyco, unmarried known to me to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same. IN TESTIMONY WHEREOF I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal)

P.J. Bannon, notary public for Oregon

State of Idaho county of Kootenai (ss. I certify that the within instrument was received for record on the 7 day of Sept. A. D. 1906 at 9:16 o'clock A. M. and recorded in book 18 of Deeds on page 682 record of Deeds of said county Witness my hand and seal of county affixed.

Fee \$1.00

T.L. Quarles, recorder of conveyances.

21520

Bonner County

COMPARED

By *John*.....

THIS DEED made this 27th day of August in the year of our Lord one thousand nine hundred and six between Fred S. Fuller and Bertha C. Fuller his wife of Greeley of the county of Weld a nd state of Colorado of the first part and John R. Law of Sandpoint of the county of Kootenai and state of Idaho of the second part Witnesseth that the said part ~~has~~ of the first part for and in consideration of the sum of three hundred fifty (350) dollars to the said parties of the first part in hand paid by the said party of the second part the receipt whereof is hereby confessed and acknowledged have granted bargained sold and conveyed and by these presents do grant bargain sell convey and confirm unto the said party of the second part his heirs and assigns forever all the following

Southwest quarter Section 32, Township 34 North, Range 5 West, B. M. Harrison County, Iowa.

[illegible]

Applegate Valley Land and Water Company

-**ಶ್ರೀ ಬಿ.ಕೆ.ಕಾರ್ತಿಕ, President**

See, Secretary.

Knowledge

503

[illegible]

Mr. A. Brown
Policy Public in and for the State
of Washington, residing at Spokane

Democracy and Capitalism

I hereby certify that this is a correct copy of that by the U. S. Bureau of Geographical Names
 being a list of the names of the localities in the Southern States (1894) of the Department of the Interior
 and the U. S. Army of the U. S. War Department, and the U. S. Army of the U. S. War Department.

[illegible]

Spokane Valley Land Reclamation Co.
16 July 6 AM
B.
Note 100
F. L. Brainerd

COMPARED
by L. W.

112584

Parcel No. 7

RIGHT OF WAY DEED

State Highway

State of Idaho
Department of Public Works

KNOW ALL MEN BY THESE PRESENTS, That Kootenai County, a political subdivision first party, for and on account of the certain benefits to it accruing, and of other valuable considerations, and the sum of One and No/100 Dollars (\$1.00), to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the State of Idaho, second party, as and for a right of way for a public highway, the following described parcel of land situated in Kootenai County, in the State of Idaho, of which grantor is owner, to-wit:

A strip of land being all of that portion of ~~SE1/4~~ of S. 31 and Tracts 22, 23, and 24, Plat 10 Greenacres Irrigation District, T. 51 N., R. 5 W.B.M. lying between the South boundary line of said subdivisions and a line 50 feet distant northerly from and parallel with the following described center line of said highway as surveyed and shown on the official plat of the Coeur d'Alene-Yellowstone Trail (FAP 53-A (3) Highway Survey on file in the office of the Department of Public Works of the State of Idaho.

Beginning at Station 93/91 of the said Highway Survey, which station is a point on curve approximately 1239 feet West and 50 feet South from the Southeast corner of Section 31, Township 51 North, Range 5 West Boise Meridian; thence 472.2 feet with a 2°00' curve Right, said curve having a central angle of 30°06' Right to Station 98/83.2 Back =98/83.5 Ahead, which station is a Point on Tangent; thence South 89°25' East on tangent 1766.5 feet to Station 116/50, which station is a Point on Tangent approximately 1001 feet east and 12 feet South from the Southwest corner of Section 32, Township 51 North, Range 5 West, Boise Meridian.

Also an additional strip of land 20 feet wide lying northerly from and adjacent to the above described right of way between Stations 106/49 and 116/50.

There is also granted hereby an easement adjacent to the above described highway right of way for relocation of all irrigation and drainage ditches and structures and such surface drain ditches as may be necessary to the proper construction of the highway.

Construction or relocation of right of way fencing shall be by and at the sole expense of the and grantor further agrees that no advertising or other signs will be erected on said fence without the written consent of the Commissioner of Public Works.

Nothing in this instrument contained except as specifically otherwise provided herein, shall in any manner affect the right to use any portion of the land above described or any other land already constituted a public road by dedication or user. New right of way required being approximately 1.03 acres of the 2.32 acres above described.

TO HAVE AND TO HOLD, the same unto the State of Idaho for the purpose of a public highway forever. The party of the first part, its successors, heirs and assigns, the said premises in the quiet and peaceable possession of the party of the second part against the party of the first part and its successors, heirs and assigns, and against all and every person whosoever lawfully claiming, or to claim, the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, Kootenai County, a political subdivision, has caused these presents to be executed by its Chairman of its Board of County Commissioners and its official seal to be affixed hereto this 26th day of August, 1938.

(Commissioners' Seal)

ATTEST: Jas. A. Foster
ClerkBoard of County Commissioners of
Kootenai County, State of IdahoBy C C Robinson
ChairmanSTATE OF IDAHO,)
County of Kootenai) ss.

On this 28th day of August, in the year 1938, before me, M. G. Whitney, Probate Judge in and for said state, personally appeared C. C. Robinson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

(Probate Court Seal)

M. G. Whitney
Probate JudgeSTATE OF IDAHO,)
County of Kootenai) ss.

I hereby certify that this instrument was filed for record at request of Board of Co. Commissioners at 06 minutes past 10:00 o'clock A. M., this 17th day of Oct. A. D. 1938, in my office and duly recorded in Book 110 of Deeds at Page 151.

Jas. A. Foster, Ex-Officio Recorder

Fee, None

By Elsa M. Feil, Deputy

COMPARED
BY W. J. L.

112585

Parcel No. 7.

RESOLUTION

WHEREAS, the County of Kootenai, has heretofore acquired by tax deed and is now the owner of the following described real property, to-wit:

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 31 and Tracts 22, 23, and 24 Plat 10
Greenacres Irrigation District, Township 51 North, Range
5 West, Boise Meridian.

WHEREAS, the State of Idaho, acting by and through the Department of Public Works, desires to acquire an easement over and upon said land for the purpose of widening and improving the Coeur d'Alene-Yellowstone Trail F.A.P. 53-A (3) State Highway as follows:

A strip of land being all of that portion of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty-one (31) and Tracts 22, 23, and 24, Plat 10 Greenacres Irrigation District, Township 51 North, Range 5 West, Boise Meridian, lying between the South boundary line of said subdivisions and a line 50 feet distant northerly from and parallel with the following described center line of said highway as surveyed and shown on the official plat of the Coeur d'Alene-Yellowstone Trail (F.A.P. 53-A (3) Highway Survey on file in the office of the Department of Public Works of the State of Idaho.

Beginning at Station 93/91 of the said Highway Survey, which station is a Point on Curve approximately 1239 feet West and 50 feet South from the Southeast corner of Section 31, Township 51 North, Range 5 West, Boise Meridian; thence 472.2 feet with a 2°00' curve Right, said curve having a central angle of 30°08' Right to Station 98/63.2 Back = 98/63.5 Ahead, which station is a Point on Tangent; thence South 89° 25' East on tangent 1788.5 feet to Station 116/50, which station is a Point on Tangent

with the right to trim from time to time any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attachment of and/or carry in conduit wires and cables of any other company. Said sum being received in full payment for the rights herein granted.

IN TESTIMONY WHEREOF, said corporation has caused its name to be signed hereto and its corporate seal to be affixed this 18th day of April, 1939.

Attest:

Geo. L. Kimmel
As its Secretary

Spokane Valley Farms Company
By Lyman C Reed
As its Vice-President.

(Corporate Seal)

STATE OF Washington }
COUNTY OF Spokane } ss.

On this 18th day of April A. D. 1939, before me, a Notary Public in and for the above named County and State, personally appeared Lyman C. Reed and Geo L. Kimmel to me known to be the Vice-President and Secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

(Notarial Seal)

W A Schmitz
Notary Public for the State of Washington
Residing at Spokane

State of Idaho }
County of Kootenai } ss

Filed for record at the request of American Tel & Tel on JUL 24 1939 at 1:31 o'clock P. M. and recorded in book 112 of Deeds, Page 222.

Jas. A. Foster, County Recorder

Fee \$1.00

PREPARED

116945

12975

\$10.00

G. E. Welsh, Division Attorney

By Elmer G Sorensen
Supervisor Rights of Way

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY and INTERSTATE TELEPHONE COMPANY Ten & 00/100 Dollars, in consideration of which we hereby grant and convey unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, a perpetual right of way and easement to construct, reconstruct, operate and maintain lines of telephone and telegraph, consisting of such wires, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require upon, across, over the property which we own or in which we have any interest in the

SW $\frac{1}{4}$ -SW $\frac{1}{4}$, Sec. 32 T. 51 N. R. 5 WBM, County of Kootenai

and State of Idaho, to-wit: Tract 22, East Greenacres,

Plant #10.

and upon, along and/or under the roads, streets or highways adjoining the said property, with the right to trim from time to time any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attach-

ment of and/or carry in conduit wires and cables of any other company; Said sum being received in full payment for the rights herein granted.

Witness our hand and seal this 24 day of April A. D. 1939 at Coeur d'Alene
(Post-office Address)

Ida.

KOOTENAI COUNTY COMMISSIONERS

(Commissioners' Seal)

C C Robinson (Seal)

A E Lunden (Seal)

C F Hess (Seal)

(Land Owner)

Attest:

Jas. A. Foster
Clerk Board of County Commissioners.

By Deputy

State of Idaho }
County of Kootenai } ss.

On this 24th day of April, 1939, before me, Jas. A. Foster, Clerk of the District Court, personally appeared, C. C. Robinson, A. E. Lunden and C. F. Hess, and acknowledged that they executed the within instrument for and on behalf of the County of Kootenai, State of Idaho.

Given under my hand and official seal the day and year first above written.

Jas. A. Foster,
Clerk of the District Court

(District Court Seal)

By Deputy

State of Idaho }
County of Kootenai } ss

Filed for record at the request of American Tel & Tel on JUL 24 1939 at 1:32 o'clock P. M. and recorded in book 112 of Deeds, Page 223.

Jas. A. Foster, County Recorder

Fee 75¢

COUNTY

116946

\$15.00

12976

G. E. Welsh, Division Attorney

By Elmer G Sorensen
Supervisor, Rights of Way.

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY and INTERSTATE TELEPHONE COMPANY Fifteen and 00/100 Dollars, in consideration of which I hereby grant and convey unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, a perpetual right of way and easement to construct, reconstruct, operate and maintain lines of telephone and telegraph, consisting of such wires, guys, anchors and other fixtures and appurtenances as the grantees may from time to time require, upon, across, over and/or under the property which I own or in which I have any interest in the

NE $\frac{1}{4}$, Sec. 6, Tp. 50N. R 5 W6M, County of Kootenai
and State of Idaho, to-wit: Northeast quarter of
northeast quarter of northeast quarter (NE $\frac{1}{4}$ -NE $\frac{1}{4}$ -NE $\frac{1}{4}$)
of said Section Six (6).

and upon, along and/or under the roads, streets or highways adjoining the said property, with the right to trim from time to time any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches and the right to permit the attachment of and/or carry in conduit wires and cables of any other company; and with the further right to cut down and to keep cut down all trees, limbs of trees and undergrowth within 50 feet of said line. The grantor for himself, his heirs, executors, administrators and

RIGHT OF WAY EASEMENT

1162613

EUCON CORPORATION

for valuable consideration and mutual benefits received does _____ hereby grant _____ convey _____ and warrant _____ to THE WASHINGTON WATER POWER COMPANY, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electric distribution line consisting of wires, poles and associated fixtures, to be located over, under, along and across the following described property in

Kootenai

County, State of Idaho

to-wit: The East Ten (10) feet of the West Forty (40) feet of Tracts Twenty-one (21) and Twenty-two (22), GREENACRES PLAT 10, in the Southwest Quarter (SW $\frac{1}{4}$), Section 32, Township 51 North, Range 5 West, B.M., Kootenai County, state of Idaho. Except roads.

It is understood and agreed that said easement covers the right to place four (4) poles together with two (2) anchors and downguys and the right to have overhead electrical conductor over and along the above described property as shown on the attached print which by this reference is made a part hereof. The Grantee agrees to hold harmless Grantor from and against claims brought by third parties, which third parties are not agents, employees or relatives of Grantor, allegedly arising out of the construction, operation, maintenance of said distribution line.

together with the right, to inspect said line and to trim or remove brush and trees that may interfere with the construction, maintenance and safe operation of the same.

Witness _____ hand _____ this 30th day of November, 19 88

EUCON CORPORATION

BY: *Neil deAtley*, President

RETURN TO:
RIGHTS OF WAY DEPARTMENT
WASHINGTON WATER POWER COMPANY
P.O. BOX 3727
SPOKANE, WASHINGTON 99220

STATE OF Oregon)

COUNTY OF Multnomah) ss.

On this day personally appeared before me A. Neil deAtley

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of November, 19 88

(SEAL)

NOTARY PUBLIC in and for the State of Oregon

residing at Clackamas



STATE OF IDAHO }
COUNTY OF KIDDERMAN } SS
AT THE REQUEST OF }
WAP }
At 30 minutes past 10 o'clock A.M.

OCT 2 1989
 By W. A. K. K. K. K.
 Deputy
 Fee \$ 6.74

10 FOOT STRIP/
ENCON CORP
E10' OF W40' OF
TRACTS 21 & 22
GREENACKES PLAT 11

This drawing is made solely for the purpose of assisting in locating the vicinity of company facilities. The Company assumes no liability for variations or makes any claim to the accuracy of dimensions or types and numbers of facilities depicted or suggested herein."

STATE OF IDAHO } ss
COUNTY OF KOOTENAI }
AT THE REQUEST OF
PP Hwy District

MAY 21 10 16 AM '97

DANIEL J. ENGLISH *DJE*

DEPUTY 6.00
FEE\$

1490806

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to

EUCON CORPORATION, an Idaho corporation, hereinafter referred to as GRANTOR, by POST FALLS HIGHWAY.

DISTRICT, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE its successor and assigns, a perpetual easement for road purposes over, across, and through the land of the GRANTOR situated in Kootenai County, State of Idaho, said land being described as follows:

Parcel 1

A portion of land for the purpose of a road easement located within the Southwest-quarter of Section 32, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said Section 32, thence along the West line of said Section 32 *North 00°00'38" West 48.06 feet; thence *South 89°23'26" East 30.00 feet to the TRUE POINT OF BEGINNING; thence along a line parallel with the West line of said Section 32 North 00°00'38" West 893.94 feet to the right-of-way line of the Union Pacific Railroad Company; thence along said railroad right-of-way line North 60°28'44" East 28.73 feet; thence on a line parallel with the West line of said Section 32 South 00°00'38" East 455.88 feet; thence at right angles South 89°59'22" West 15.00 feet; thence on a line parallel with the West line of said Section 32 South 00°00'38" East 452.27 feet to the Northerly right-of-way of Seltice Way (Old Highway No. 10); thence along said right-of-way North 89°23'26" West 10.00 feet to the TRUE POINT OF BEGINNING.

Parcel 2

A portion of land for the purpose of a road easement located within the Southeast-quarter of Section 31, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 31, thence along the East line of said Section 31 *North 00°00'38" West 1050.00 feet, more or less, to the Northerly right-of-way of the Union Pacific Railroad Company; thence along said right-of-way *South 60°28'44" West 34.47 feet to the TRUE POINT OF BEGINNING; thence along said right-of-way South 60°28'44" West 22.98 feet; thence on a line parallel with the East line of said Section 31 North 00°00'38" West

1490806

588.64 feet; thence at right angles North 89°59'22" East 20.00 feet; thence on a line parallel with the East line of said Section 31 South 00°00'38" East 577.33 feet to the TRUE POINT OF BEGINNING.

As additional consideration for the easements granted herein, GRANTEE covenants to maintain said easements and drainage facilities thereon in good repair.

GRANTEE shall restore the easement to its existing condition after construction is completed.

Special conditions:

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this 13th day of May 1997.

Brian D. DeAtley
GRANTOR

GRANTOR

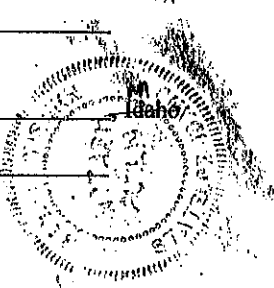
STATE OF IDAHO,
COUNTY OF Reg. Peck

On this 13th day of May, 1997, before me, Renay Wiemer a Notary Public in and for said State of Idaho, personally appeared Brian D. DeAtley known or identified to me to be the General Manager of EUCON CORPORATION, the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

Renay Wiemer
Notary Public

Residing at Orukston

Comm. Expires 2-7-2000




 SR#: 11719
 Taken by: Dan
 Date: 9/24/01

1700879

ELECTRIC LINE RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned, Spokane Rock Products, Inc. (a Washington Corporation) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Kootenai Electric Cooperative, Inc. a cooperative corporation (hereinafter called the "Cooperative") whose post office address is PO Box 278 Hayden Lake, Idaho, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Kootenai, State of Idaho, Township 31N, Range 05W, Section 32, and more particularly described as follows: GREENACRES IRRIGATION TRACTS, PLAT 10, WEST 260 FEET OF TRACT 22, EXCEPT FOR WEST 5 FEET FOR ROAD RIGHT-OF-WAY.

THE INTENT OF THIS EASEMENT TO INSTALL AND MAINTAIN A GUY POLE, GUY WIRE AND ANCHOR LOCATED IN THE SOUTHWEST PORTION OF ABOVE DESCRIBED PROPERTY.

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by machinery or otherwise of trees and shrubbery located within 15 feet of the center of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth or other vegetation in the right of way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures, or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, systems or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires, and other facilities including any main service entrance equipment, installed in, upon or under the above described land at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

 STATE OF IDAHO) ss
 COUNTY OF KOOTENAI)
 AT THE REQUEST OF
 KOOTENAI ELECTRIC CO-OP, INC.

OCT 18 11 14 AM '01

DANIEL J. ENGLISH

DEPUTY

 FEE\$
 STATE OF WASHINGTON) S.S.
 County of Spokane
Dated this 27 day of September, 2001.
 X [Signature]
 X General Manager

CORPORATE VERIFICATION

I, John P. Skinner, a notary public, do hereby certify that on this 27th day of September, 2001, personally appeared before me Bob Brennan who, being by me first duly sworn, declared that he is the General Manager of Spokane Rock Products, Inc. that he/she signed the foregoing document as General Manager of the corporation, and that the statements therein contained are true.


 Notary Public for the State of Washington
 Residing at Spokane
 My Commission Expires 7/19/2004

1735102

EASEMENT

STATE OF IDAHO }
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF
Post Falls Hwy
District

MAY 29 1 29 PM '02

DANIEL J. ENGLISH

DEPUTY
FEES

Project No.: STP-8505 (100)
Parcel No.: 3

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to EUCON CORPORATION, an Idaho corporation, hereinafter referred to as "GRANTOR," by POST FALLS HIGHWAY DISTRICT, a public corporation and political subdivision of the State of Idaho, of 5701 East Seltice Way, Post Falls, Kootenai County, Idaho 83854, hereinafter referred to as "GRANTEE," the receipt of which is hereby acknowledged, does hereby grant unto GRANTEE and its successors and assigns, the right to go upon, occupy, and use a portion of real property located in Kootenai County, Idaho, more particularly described in Exhibit A attached hereto and incorporated by this reference.

FOR THE PURPOSE OF CONSTRUCTING OR INSTALLING THEREON utilities, sidewalks or other construction items associated with a public road or highway, as required by the GRANTEE, or its agents or contractors.

The GRANTEE, its agents or contractors, shall have the right to perform any maintenance they may deem necessary or wish to exercise in connection with the aforesaid structures (including but not restricted to the right to make necessary repairs, alterations, removals or replacements thereof), together with the right and privilege of ingress and egress to and from said property for said purposes.

GRANTEE assumes all responsibility and liability for the construction, maintenance and use of the structures. GRANTEE shall indemnify, defend and hold harmless, GRANTOR and its directors, officers, employees, insurers, agents, representatives, successors and assigns from and against any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs, disbursements and expenses (including, but not limited to, reasonable fees and disbursements of attorneys) arising from or by reason of any action of GRANTEE, its employees and agents, involving the use of GRANTOR'S property after the effective date of this Agreement. The obligations herein shall survive the termination of this Agreement.

GRANTOR does not assume any liability or responsibility for maintenance or monitoring to the structures.



Exhibit A

RUEN-YEAGER & ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS

LEGAL DESCRIPTION

1735102

FOR A
PERMANENT EASEMENT
TO THE
POST FALLS HIGHWAY DISTRICT
(A PORTION OF KOOTENAI COUNTY PARCEL NO. 0-3060-32-022-AA)
(Parcel Identification #3A)

A parcel of land located in a portion of Tracts 21 and 22, Plat No. 10 of Greenacres Irrigation District, Book B Page 100, Kootenai County Records, in the Southwest Quarter, Section 32, Township 51 North, Range 5 West, Boise Meridian, and being more particularly described as follows:

Commencing at the Southwest Corner of said Section 32 thence North 0°55'06" East, 57.22 feet along the West line of said Southwest Quarter Section 32; thence South 89°04'54" East, 60.00 feet to the TRUE POINT OF BEGINNING.

thence North 0°55'06" East, 855.47 feet to a point on the Southerly road right-of-way shown on Plat No. 10 of Greenacres Irrigation District, Book B of Plats, Page 100, Kootenai County Records;

thence North 61°24'02" East, along said right-of-way a distance of 5.75 feet;

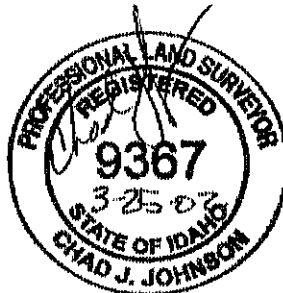
thence leaving said right-of-way South 0°55'06" West, 825.55 feet;

thence South 25°30'48" East, 36.85 feet to a point on the Northerly right-of-way of Seltice Way;

thence North 88°24'18" West along said right-of-way a distance of 21.41 feet to the TRUE POINT OF BEGINNING.

Easement contains 0.10 acres, more or less.

P99114C
Permanent Easement #3A
March 25, 2002



806 S. Clearwater Loop, Suite N • Post Falls, Idaho 83854 • Phone (208) 773-7444 • Fax (208) 773-7516

1967731

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Post Falls Hwy Dist.

2005 JUL 27 A 10:04

POST FALLS HIGHWAY DISTRICT
E. 5629 SELTICE WAY
POST FALLS, IDAHO 83854
(208) 765-3717

DANIEL J. ENGLISH PR
DEPUTY 6.00
FEES _____

ORDER OF VACATION

WHEREAS, the Board of Commissioners for the Post Falls Highway District having given notice, and heard public comment regarding the vacation and abandonment of property more particularly described per the following legal description:

The 40-foot right-of-way at the north end of Parcel No. 0-3060-32-022-AA, 0-3060-32, east of Pleasantview Road and south of the Spokane International Railroad.

32 51 N 05W - CODE AREA 073-000
Greenacres sub 1/4 plat 10, W 260
TRS 21 & 22 EX W 5' 701 R/W
EX R/W

WHEREAS, a hearing was held on July 20, 2005, pursuant to formal Notice by Publication and by written notice as required by Idaho law; and

WHEREAS, after public hearing, the Board having made its Findings of Fact and having concluded that it is in the best interests of the Highway District and the citizens thereof that said property be vacated;

NOW, THEREFORE,

The above-described property is and the same is hereby vacated in accordance with Section 40-203, Idaho Code. That said vacated property shall revert to the underlying property owner.

That the existing rights-of-way, easements, and franchise rights of any property owner, public utility, or the Post Falls Highway District shall not be impaired by this vacation, as provided by law, and that the underlying property owner shall in no manner pave or place any obstruction over any public utilities.

DATED this 20th Day of July 2005

POST FALLS HIGHWAY DISTRICT
BOARD OF COMMISSIONERS

Lynn Humphreys
Lynn Humphreys, Chairman

Robert B. Wilbur
Robert B. Wilbur, Vice-Chairman

Terry Werner
Terry Werner, Commissioner

ATTEST:

Leigh Cassette
Leigh Cassette, District Clerk

1967731

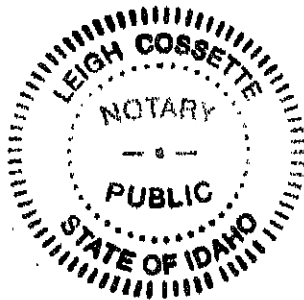
STATE OF IDAHO

SS.

County of Kootenai

On this 20th day of July, 2005, before me a Notary Public in and for the State of Idaho, personally appeared Lynn Humphreys, known or identified to me to be a Commissioner and the Chairman of the Post Falls Highway District, Robert B. Wilbur, Commissioner and Vice-Chairman, and Terry Werner, Commissioner, whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Leigh Cossette
Notary Public for Idaho
Residing at Post Falls, ID
Commission Expires 2/1/06

RECORDER'S CERTIFICATE

STATE OF IDAHO
COUNTY OF KOOTENAI

Daniel J. English
COUNTY RECORDER

392C

Robert J. Brown
DEPUTY

LEGEND

ALUMINUM CAP ON 5/8" x 30 REBAR STAMPED
WITH STATION AND OFFSET AND EITHER P/E
(PERMANENT EASEMENT) OR R/W (RIGHT-OF-WAY)

	(M)	(F)
METERS		
FEET		

— — — — — CENTERLINE
— — — — — RAILROAD RIGHT-OF-WAY

ROAD RIGHT-OF-WAY
PERMANENT EASEMENT LINE

100

1) THE PURPOSE OF THIS SURVEY WAS TO MONUMENT THE PERMANENT EASEMENT AND/OR RIGHT-OF-WAY WHICHEVER WAS THE FARTHEST FROM THE CENTERLINE OF PLEASANT VIEW ROAD.

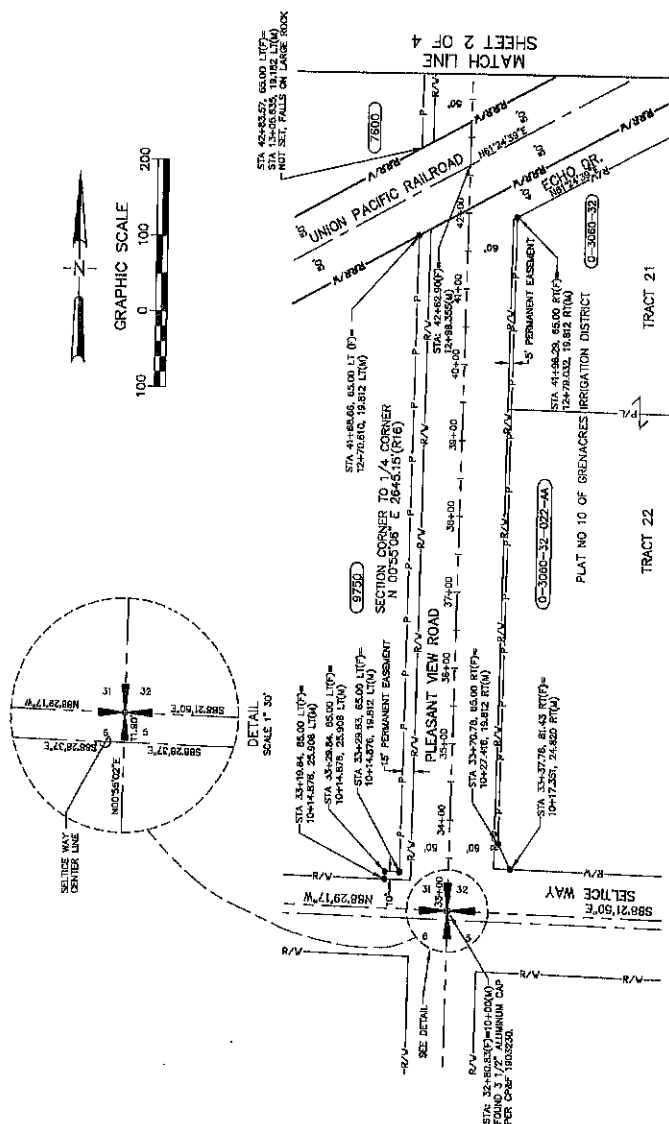
- ## BASIS OF BEARING

SURVEYOR'S CERTIFICATE

GERALD W. BRIANT PLS NO. 10699, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECTION, IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF POST FALLS HIGHWAY DISTRICT IN JUNE OF 2005

RUBIN-YZAGER & ASSOCIATES, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
3070 N. HUETER RD., STE. #102
COLUMBIA, MD 21034 (301) 256-0820
1015 PARK ST.
SALEM, MA 01970
113 N. JACKSON
MOSCOW, IDAHO 83401 (208) 882-1755

1/4	S	T	R	1/4	S	T	R	SCALE	1"=100'	PLOT DATE: 2B-2005
29	51N	5W	5W	31	51N	5W	5W	PROJECT NO.	P030324	CHECKED BY
30	51N	5W	5W	32	51N	5W	5W	BLANK BY	MLF	DWG
								TURNING NO.	NOT	SHEET
								TURNING NO.	NOT	SHEET



SUPPORTING DOCUMENTS

**THE FOLLOWING SUPPORTING DOCUMENTS WERE USED TO
CONSTRUCT THE RIGHT-OF-WAY AND PERMANENT EASEMENTS
SHOWN IN THIS SURVEY.**

- | SURVEY REFERENCES | | SHOWN IN THIS SURVEY: | |
|-------------------|---|-----------------------|------------------------|
| (R1) | RIS BOOK 7, PAGE 43 | 5 | INSTRUMENT NO. 1735102 |
| (R2) | RIS BOOK 13, PAGE 74 | 2 | INSTRUMENT NO. 1651018 |
| (R3) | RIS BOOK 13, PAGE 448 | 3 | INSTRUMENT NO. 1725101 |
| (R4) | RIS BOOK 18, PAGE 234 | 1 | INSTRUMENT NO. 1651009 |
| (R5) | RIS BOOK 18, PAGE 289 | 5 | INSTRUMENT NO. 1735107 |
| (R6) | RIS BOOK 20, PAGE 15 | 3 | INSTRUMENT NO. 1735108 |
| (R7) | RIS BOOK 20, PAGE 15 | 5 | INSTRUMENT NO. 1651006 |
| (R8) | RIS BOOK 20, PAGE 77 | 5 | INSTRUMENT NO. 1651005 |
| (R9) | RIS BOOK 20, PAGE 77 | 5 | INSTRUMENT NO. 1651006 |
| (R10) | RIS BOOK 20, PAGE 253 | 17 | INSTRUMENT NO. 1735097 |
| (R11) | BOOK 8 OF PLATS PAGE 63 | 12 | INSTRUMENT NO. 1309582 |
| (R12) | BOOK 8 OF GREENDALES REGISTRATION DISTRICT | 13 | INSTRUMENT NO. 1309582 |
| (R13) | PLAT NO. 10 OF GREENDALES REGISTRATION DISTRICT | 14 | INSTRUMENT NO. 1309583 |
| (R14) | BOOK 8 OF PLATS PAGE 10 | 15 | INSTRUMENT NO. 1309583 |
| (R15) | BOOK 8 OF PLATS PAGE 300 | 15 | INSTRUMENT NO. 1309583 |
| (R16) | PLAT OF BOLDER PARK SUBDIVISION | 16 | INSTRUMENT NO. 1309583 |
| (R17) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 17 | INSTRUMENT NO. 1309583 |
| (R18) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 18 | INSTRUMENT NO. 1309583 |
| (R19) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 19 | INSTRUMENT NO. 1309583 |
| (R20) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 20 | INSTRUMENT NO. 1309583 |
| (R21) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 21 | INSTRUMENT NO. 1309583 |
| (R22) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 22 | INSTRUMENT NO. 1309583 |
| (R23) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 23 | INSTRUMENT NO. 1309583 |
| (R24) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 24 | INSTRUMENT NO. 1309583 |
| (R25) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 25 | INSTRUMENT NO. 1309583 |
| (R26) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 26 | INSTRUMENT NO. 1309583 |
| (R27) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 27 | INSTRUMENT NO. 1309583 |
| (R28) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 28 | INSTRUMENT NO. 1309583 |
| (R29) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 29 | INSTRUMENT NO. 1309583 |
| (R30) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 30 | INSTRUMENT NO. 1309583 |
| (R31) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 31 | INSTRUMENT NO. 1309583 |
| (R32) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 32 | INSTRUMENT NO. 1309583 |
| (R33) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 33 | INSTRUMENT NO. 1309583 |
| (R34) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 34 | INSTRUMENT NO. 1309583 |
| (R35) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 35 | INSTRUMENT NO. 1309583 |
| (R36) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 36 | INSTRUMENT NO. 1309583 |
| (R37) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 37 | INSTRUMENT NO. 1309583 |
| (R38) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 38 | INSTRUMENT NO. 1309583 |
| (R39) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 39 | INSTRUMENT NO. 1309583 |
| (R40) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 40 | INSTRUMENT NO. 1309583 |
| (R41) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 41 | INSTRUMENT NO. 1309583 |
| (R42) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 42 | INSTRUMENT NO. 1309583 |
| (R43) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 43 | INSTRUMENT NO. 1309583 |
| (R44) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 44 | INSTRUMENT NO. 1309583 |
| (R45) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 45 | INSTRUMENT NO. 1309583 |
| (R46) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 46 | INSTRUMENT NO. 1309583 |
| (R47) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 47 | INSTRUMENT NO. 1309583 |
| (R48) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 48 | INSTRUMENT NO. 1309583 |
| (R49) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 49 | INSTRUMENT NO. 1309583 |
| (R50) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 50 | INSTRUMENT NO. 1309583 |
| (R51) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 51 | INSTRUMENT NO. 1309583 |
| (R52) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 52 | INSTRUMENT NO. 1309583 |
| (R53) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 53 | INSTRUMENT NO. 1309583 |
| (R54) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 54 | INSTRUMENT NO. 1309583 |
| (R55) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 55 | INSTRUMENT NO. 1309583 |
| (R56) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 56 | INSTRUMENT NO. 1309583 |
| (R57) | RIS BOOK 22, PAGES 30, 32A, 22B AND 22C | 57 | INSTRUMENT NO. 1309583 |
| (R58) | RIS BOOK 22, PAGES 30, 32A, 22 | | |

JIM BRANNON 179 P 2839042000
KOOTENAI COUNTY RECORDER
CDB Date 06/10/2021 9:57 AM
REQ OF POST FALLS CITY
RECORDING FEE: \$0.00 XX


ORDINANCE NO. 1414

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, APPROVING THE PLEASANT VIEW URBAN RENEWAL PLAN, WHICH INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO KOOTENAI COUNTY AND STATE OFFICIALS; REPEALING CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE BY SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Post Falls, Kootenai County, Idaho (the "City"), is a duly incorporated and existing City organized and operating under the laws of the State of Idaho, and as such is authorized by the Idaho Code, Title 50, Chapters 20 and 29, to adopt urban renewal plans, to adopt deteriorated area declarations, to adopt revenue allocation areas, and to provide improvements and betterment within an urban renewal area, as designated by the Pleasant View Urban Renewal Plan (the "Plan"); and

WHEREAS, based on the request of the Post Falls Urban Renewal Agency and an eligibility report submitted by the Hudson Company, the City Council found, in Resolution 20-16, that a deteriorating area exists along the Pleasant View corridor in west Post Falls as depicted in the report attached to Resolution 20-16; and

WHEREAS, Idaho Code Section 50-2018(18) states that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the county declaring the need for an urban renewal plan for the proposed area; and

WHEREAS, The Kootenai County Board of Commissioners adopted Resolution 2021-09 finding a need for inclusion of certain properties located outside city limits within the Plan area; and

WHEREAS, on April 27, 2021, the Post Falls Urban Renewal Agency made certain findings and adopted the Pleasant View Urban Renewal Plan (the "Plan") by Resolution 2021-01, and recommended adoption of the Plan by the Post Falls City Council; and

WHEREAS, the area of the Plan lies within the areas declared by the City to be deteriorated and/or a competitively disadvantaged border community area; and

WHEREAS, the Planning and Zoning Commission of the City of Post Falls reviewed the Plan at their duly noticed public meetings on May 11, 2021 and May 14, 2021 and adopted its Resolution 21-03 finding the Plan, in all respects, conforms with the 2020 City of Post Falls Comprehensive Plan, which is the general plan for the development of the City and forwarded its findings to the City Council; and

WHEREAS, as of April 28, 2021 the Plan was submitted to the affected taxing entities, available to the public, and under consideration by the Post Falls City Council; and

WHEREAS, an agreement on administration of a revenue allocation financing provision extending beyond the municipal boundary of the City has been negotiated with the Kootenai County Board of County Commissioners and the Post Falls Urban Renewal Agency, specifically the Intergovernmental Agreement for Roles and Responsibilities Under Idaho Code Section 50-2906, and that the Agreement has been formalized by a transfer of power ordinance adopted by the Kootenai County Board of County Commissioners. A copy of the transfer of power ordinance, Kootenai County Ordinance No. 566, is attached hereto as Exhibit 1; and

WHEREAS, Kootenai County and the Post Falls Urban Renewal Agency approved the Intergovernmental Agreement for Roles and Responsibilities Under Idaho Code Section 50-2906, which is attached hereto as Exhibit 2; and

WHEREAS, as required by Idaho Code sections 50-2905 and 50-2906, the Pleasant View Urban Renewal Plan contains the following information which was made available to the general public and all taxing districts thirty (30) days prior to the public hearing on June 1, 2021, the regular meeting of the City Council, but no more than sixty (60) days prior to the date set for final reading of the ordinance: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable

property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds, notes and/or other obligations are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the urban renewal plan; and (8) a description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets; and

WHEREAS, the Plan authorizes certain projects to be financed by revenue allocation bonds, or loans, and proceeds from revenue allocation; and

WHEREAS, it is necessary and in the best interest of the citizens of the City to adopt the Plan, including revenue allocation financing provisions, since revenue allocation will help finance urban renewal projects to be completed in accordance with the Plan (as now or hereafter amended), in order to: encourage private development in the urban renewal area; prevent and arrest decay of the City due to the inability of existing financing methods to provide needed public improvements; encourage taxing districts to cooperate in the allocation of future tax revenues arising in the urban renewal area in order to facilitate the long-term growth of their common tax base; encourage private investment within the City; and to further the public purposes of the Agency; and

WHEREAS, the Post Falls City Council finds that the equalized assessed valuation of the taxable property in the Pleasant View Urban Renewal District Revenue Allocation Area is likely to increase, and continue to increase, as a result of initiation and continuation of urban renewal projects in accordance with the Plan; and

WHEREAS, the collective base assessment roll for the revenue allocation areas under the existing Project Areas, and the new Pleasant View Urban Renewal Plan cannot exceed ten percent (10%) of the assessed value of the City;

WHEREAS, appropriate notice of the Plan and revenue allocation provision contained therein has been given to the taxing districts and to the public as required by Idaho Code section 50-2906; and

WHEREAS, notice of the public hearing on the Plan was caused to be published by the City Clerk in the *Coeur d'Alene/Post Falls Press* on April 30, 2021 a copy of said notice is attached hereto as Exhibit 3; and

WHEREAS, the Post Falls City Council during its regular meeting of June 1, 2021 held a public hearing and made certain findings.

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

SECTION 1. It is hereby found and determined that:

- (a) The Pleasant View Urban Renewal Project Area as defined in the Plan is a deteriorated or a deteriorating area as defined in the Law and the Act and qualifies as an eligible urban renewal area.
- (b) The rehabilitation, conservation, and redevelopment of the urban renewal area pursuant to the Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Post Falls Urban Renewal Agency to function in the City.

- (d) The Plan conforms to the 2020 City of Post Falls Comprehensive Plan.
- (e) The Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the mixed-use components of the Plan and the need for overall public improvements), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Plan.
- (f) The Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation and redevelopment of the urban renewal area by private enterprises.
- (g) The Plan provides a feasible method for relocation of any displaced families residing within the Plan Project Area.
- (h) The collective base assessment roll for the existing revenue allocation areas and the new Plan do not exceed ten percent (10%) of the assessed value of the City.
- (i) The Plan includes the requirements set out in Idaho Code § 50-2905.
- (j) The Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.
- (k) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code section 50-2018(9), does not include any agricultural operation for which the Agency has not received a written consent, or has not been used for agricultural purposes for three (3) consecutive years.

SECTION 2. The Post Falls City Council finds that the Pleasant View Urban Renewal District Project Area consists of predominantly open land, that the Agency does not intend to acquire any open land on any widespread basis, and that the Plan Project Area is planned to be redeveloped in a manner that will include nonresidential uses. Provided, however, the Post Falls City Council finds that if portions of the Plan Project Area are deemed "open land," the criteria set forth in the Idaho Code Title 50, Chapters 20 and 29 has been met.

SECTION 3. The Post Falls City Council finds that the Plan meets the sound needs of the City and will provide opportunities in an area that does not now contain such opportunities, and nonresidential uses are necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the 2020 City of Post Falls Comprehensive Plan, as may be amended to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4. The Plan, a copy of which is attached hereto and marked as Exhibit 4 and made a part hereof by attachment, be, and the same hereby is, approved. As directed by the Post Falls City Council, the City Clerk and/or the Post Falls Urban Renewal Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the June 1, 2021 hearing, and incorporate changes or modifications, if any.

SECTION 5. Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the Kootenai County Auditor, Kootenai County Tax Assessor and Kootenai County Board of Commissioners and to the appropriate officials of the Post Falls School District No. 273, Kootenai County Fire and Rescue, Kootenai County EMS, Kootenai Hospital District, North Idaho College, Post Falls Highway District, Community Library Network and the Idaho State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Pleasant View Urban Renewal District Revenue Allocation Area, and a map or plat indicating the boundaries of the Pleasant View Urban Renewal District Revenue Allocation Area.

SECTION 6. The Post Falls City Council hereby finds and declares that the Pleasant View Urban Renewal District Revenue Allocation Area as defined in the Plan, the equalized assessed

valuation, which is in and is part of the Plan, is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Plan.

SECTION 7. 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.

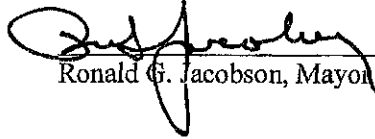
SECTION 8. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 9. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 10. 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 June ____ 2021.

APPROVED, ADOPTED and SIGNED this 1st day of June, 2021.


Ronald G. Jacobson, Mayor

ATTEST:


Shannon Howard, City Clerk



ORDINANCE NO. 566

**TRANSFER OF POWERS WITHIN THE
PLEASANT VIEW URBAN RENEWAL DISTRICT**

AN ORDINANCE OF KOOTENAI COUNTY, IDAHO, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, RELATING TO URBAN RENEWAL; STATING THE PURPOSE FOR ADOPTING AN URBAN RENEWAL AREA WITHIN A PORTION OF THE POST FALLS AREA OF CITY IMPACT; ADOPTING FINDINGS ON THE NECESSITY OF THE URBAN RENEWAL PLAN; PROVIDING THE CITY OF POST FALLS WITH THE RIGHT, POWER, AUTHORITY, AND OBLIGATION TO ADMINISTER THE URBAN RENEWAL AREA PURSUANT TO CHAPTERS 20 AND 29, TITLE 50, IDAHO CODE, AS AMENDED; GRANTING THE REVENUE ALLOCATION PROCEEDS DERIVED FROM THE POST FALLS URBAN RENEWAL AREA LYING WITHIN UNINCORPORATED KOOTENAI COUNTY TO THE POST FALLS URBAN RENEWAL AGENCY; ADOPTING THE INTERGOVERNMENTAL AGREEMENT IMPLEMENTING THIS ORDINANCE; AND AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENTS AND SUCH OTHER AND FURTHER DOCUMENTS AS MAY BE NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this ordinance is adopted to approve and confirm the duties, roles, and responsibilities of the City of Post Falls ("City"), the Post Falls Urban Renewal Agency ("Agency"), and Kootenai County for that portion of the Pleasant View District lying outside the corporate boundaries of the City of Post Falls as illustrated in **Exhibit 1**, to transfer power as provided in Idaho Code § 50-2906(3)(b) and to serve as the necessary declaration required by Idaho Code § 50-2018(18).

WHEREAS, Idaho Code § 50-2018(18) states that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the other city or county declaring the need for an urban renewal plan for the proposed area; and

WHEREAS, Kootenai County, by Resolution 2021-09, found a need to include properties within the Pleasant View District that, at the time of the Resolution, lied within unincorporated Kootenai County; and

WHEREAS, since Kootenai County adopted Resolution 2021-09, the City has begun the public hearing process required by law to annex the property into the City; and

WHEREAS, the Agency has adopted the Pleasant View District Urban Renewal Plan (the "Plan"), attached as **Exhibit 2**, which by this reference is incorporated herein, to guide and govern implantation of the Pleasant View District.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF KOOTENAI COUNTY, IDAHO, AS FOLLOWS:

SECTION 1. The Board of County Commissioners, after reviewing the Plan finds: (a) the Pleasant View District is eligible as an urban renewal district under the statutory criteria, (b) the base assessed values of the combined revenue allocation districts within Post Falls will not exceed the statutory limitation of ten percent of the city-wide assessed value, (c) the proposed urban renewal district is financially feasible given the assumptions used in the Plan, (d) the required consents from the owners of agricultural lands within the district have been given, and (e) the City of Post Falls has the authority to proceed with the creation of the Pleasant View District after the adoption of this Ordinance by the Board of Kootenai County Commissioners.

SECTION 2. The proceeds of revenue allocation from areas lying within the boundaries of the Pleasant View District shall be devoted to the statutory purposes as authorized in the Plan.

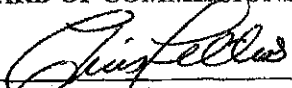
SECTION 3. The Intergovernmental Agreement for Roles and Responsibilities Under Idaho Code § 50-2906(3)(b) (the "Agreement") (which also supports the County's declaration as required by Idaho Code § 50-2018(18)) is hereby approved and the Chairman of the Board of Kootenai County Commissioners is hereby authorized to execute the same, and to execute any further documents necessary to carry out the intent of the Board of Kootenai County.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this chapter is, for any reason, held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent provision and such holding shall not affect the validity of the remaining portions thereof.

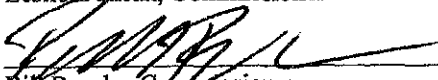
SECTION 5. This Ordinance shall take effect and be in full force upon its passage, approval, and publication in one (1) issue of the *Coeur d'Alene Press*.

ADOPTED this 11th day of May, 2021.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**


Chris Fillos, Chairman


Leslie Duncan, Commissioner

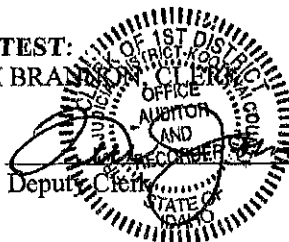

Bill Brooks, Commissioner

ATTEST:

JIM BRANSON, CLERK

By: 

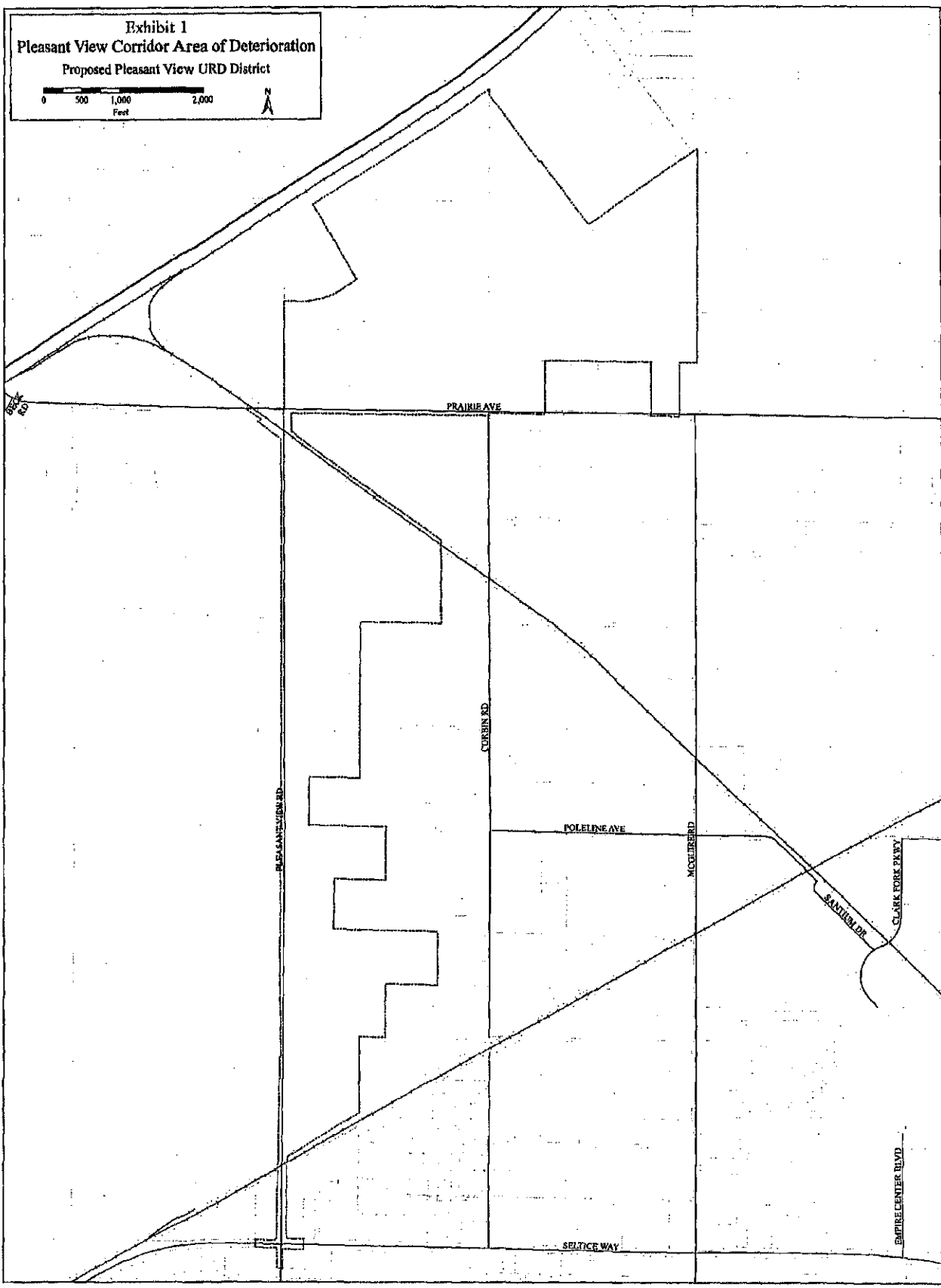
Deputy Clerk



Publication Date: June 7, 2021

C: Prosecuting Attorney (Civil Division), City of Post Falls, Post Falls Urban Renewal Agency, Ordinance File

Exhibit 1
Pleasant View Corridor Area of Deterioration
Proposed Pleasant View URD District



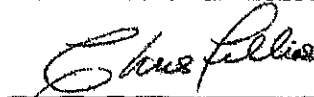
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Kootenai County, Idaho will conduct a public hearing at or after the hour of 2:00 p.m. on Tuesday, June 1, 2021, in the Kootenai County Administration Building, meeting room 1B, located at 451 N. Government Way, Coeur d'Alene, Idaho, on a proposed ordinance addressing the following subject:

AN ORDINANCE OF KOOTENAI COUNTY, IDAHO, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, RELATING TO URBAN RENEWAL; STATING THE PURPOSE FOR ADOPTING AN URBAN RENEWAL AREA WITHIN A PORTION OF THE POST FALLS AREA OF CITY IMPACT; ADOPTING FINDINGS ON THE NECESSITY OF THE URBAN RENEWAL PLAN; PROVIDING THE CITY OF POST FALLS WITH THE RIGHT, POWER, AUTHORITY, AND OBLIGATION TO ADMINISTER THE URBAN RENEWAL AREA PURSUANT TO CHAPTERS 20 AND 29, TITLE 50, IDAHO CODE, AS AMENDED; GRANTING THE REVENUE ALLOCATION PROCEEDS DERIVED FROM THE POST FALLS URBAN RENEWAL AREA LYING WITHIN UNINCORPORATED KOOTENAI COUNTY TO THE POST FALLS URBAN RENEWAL AGENCY; ADOPTING THE INTERGOVERNMENTAL AGREEMENT IMPLEMENTING THIS ORDINANCE; AND AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENTS AND SUCH OTHER AND FURTHER DOCUMENTS AS MAY BE NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

The full text of the proposed ordinance is available at the Kootenai County Administration Building, 451 N. Government Way, Third Floor, Coeur d'Alene, Idaho 83814, weekdays from 8 a.m. to 5 p.m. Written comments will be accepted both prior to the hearing and at the hearing. If you require special accommodations, please contact the Office of the Kootenai County Board of Commissioners at least seven days prior to that hearing. Further information may be obtained from the Office of the Kootenai County Board of Commissioners, located at 451 N. Government Way, Coeur d'Alene, ID 83814 (mailing address: P.O. Box 9000, Coeur d'Alene, ID 83816-9000), phone: (208) 446-1600, email: kcinfo@kcgov.us, or website: <https://www.kcgov.us/487/Board-of-County-Commissioners>.

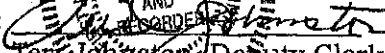
KOOTENAI COUNTY
BOARD OF COMMISSIONERS

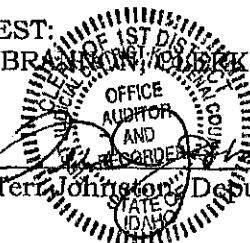

Chris Fillios, Chairman

ATTEST:

JIM BRAUNTON, Clerk

By:


Teri Johnston, Deputy Clerk



Publication Dates: May 24, 2021

Order Confirmation

<u>Ad Order Number</u> 0000458448 <u>Sales Rep.</u> cdahouse <u>Order Taker</u> mmhoore <u>Order Source</u>	<u>Customer</u> KC COMMISSIONERS-LEGAL <u>Customer Account</u> 9951 <u>Customer Address</u> PO BOX 9000 COEUR D ALENE ID 83816 USA <u>Customer Phone</u> 2084461601	<u>Payer Customer</u> KC COMMISSIONERS-LEGAL <u>Payer Account</u> 9951 <u>Payer Address</u> PO BOX 9000 COEUR D ALENE ID 83816 USA <u>Payer Phone</u> 2084461601	<u>PO Number</u> <u>Ordered By</u> MM <u>Customer Fax</u> 0000000000 <u>Customer Email</u> leigh@kcgov.us <u>Special Pricing</u>
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<u>Tear Sheets</u> 0	<u>Proofs</u> 0	<u>Artifacts</u> 1	<u>Blind Box</u>
<u>Invoice Text</u> CD45518 - NOPH TRANSFER OF POWERS PLEASANT VIEW			

<u>Ad Order Notes</u> RUN DATE MAY 24, 2021	<u>Promo Type</u> Materials	
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<u>Net Amount</u> \$95.26	<u>Tax Amount</u> \$0.00	<u>Total Amount</u> \$95.26
		<u>Payment Method</u> Invoice
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		<u>Amount Due</u> \$95.26

Production Notes

Production Method

Ad Number Ad Type
0000468848-01 ID Legal

Ad Backer

External Ad Number Ad Attributes

Ad Released
No

Pick Up

Color

Ad Size
1 X 101 II

WYSIWYG Content

**NOTICE OF
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Kootenai County, Idaho, will conduct a public hearing at or after the hour of 2:00 p.m. on Tuesday, June 1, 2021, in the Kootenai County Administration Building, meeting room 1B, located at 451 N. Government Way, Coeur d'Alene, Idaho, on a proposed ordinance addressing the following subject:

AN ORDINANCE OF KOOTENAI COUNTY, IDAHO, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, RELATING TO URBAN RENAISSANCE; STATING THE PURPOSE FOR ADOPTING AN URBAN RENAISSANCE AREA WITHIN A PORTION OF THE POST FALLS AREA OF CITY IMPACT; ADOPTING FINDINGS ON THE NECESSITY OF THE URBAN RENAISSANCE PLAN; PROVIDING THE CITY OF POST FALLS WITH THE RIGHT, POWER, AUTHORITY, AND OBLIGATION TO ADMINISTER THE URBAN RENAISSANCE AREA PURSUANT TO CHAPTERS 20 AND 29, TITLE 50, IDAHO CODE AS AMENDED; GRANTING THE REVENUE ALLOCATION PROCEEDS DERIVED FROM THE POST FALLS URBAN RENAISSANCE AREA LYING WITHIN UNINCORPORATED KOOTENAI COUNTY TO THE POST FALLS URBAN RENAISSANCE AGENCY; ADOPTING THE INTERGOVERNMENTAL AGREEMENT IMPLEMENTING THIS ORDINANCE; AND AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENTS AND SUCH OTHER AND FURTHER DOCUMENTS AS MAY BE NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The full text of the proposed ordinance is available at the Kootenai County Administration Building, 451 N. Government Way, Third Floor, Coeur d'Alene, Idaho 83814, weekdays from 8 a.m. to 5 p.m. Written comments will be accepted both prior to the hearing and at the hearing. If you

require special accommodations, please contact the Office of the Kootenai County Board of Commissioners at least seven days prior to that hearing. Further information may be obtained from the Office of the Kootenai County Board of Commissioners, located at 451 N. Government Way, Coeur d'Alene, ID 83814 (making address: P.O. Box 8000, Coeur d'Alene, ID 83816-8000), phone: (208) 448-1600, email: kcoinfo@kco.gov.us, or website: https://www.kco.gov.us/487/Board-of-County-Commissioners..

KOOTENAI COUNTY BOARD OF COMMISSIONERS

Chris Fillos,
Chairman

ATTEST:
JIM BRANNON, CLERK

By: S/ Teri Johnson,

Deputy Clerk

CDA LEGAL 5518

ADA#58848

MAY 24, 2021

Run Date	Product	Placement	Rate	Sched Cst	Disc/Prem	Color	Pickup	Tax	Subtotal
05/24/2021	ID CDA Press	Legals	\$7.78 per Inch	\$87.26	\$0.00	\$0.00	\$0.00	\$0.00	\$87.26
05/24/2021	ID CDA ONL-Top Ads	Legals	\$0.00 per Inch	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

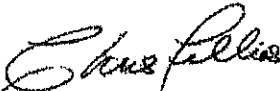
NOTICE OF ORDINANCE ADOPTION

The Board of Commissioners of Kootenai County, Idaho, hereby gives notice of the adoption of Kootenai County Ordinance No. 566. The full text of the ordinance addresses the following subject:

AN ORDINANCE OF KOOTENAI COUNTY, IDAHO, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, RELATING TO URBAN RENEWAL; STATING THE PURPOSE FOR ADOPTING AN URBAN RENEWAL AREA WITHIN A PORTION OF THE POST FALLS AREA OF CITY IMPACT; ADOPTING FINDINGS ON THE NECESSITY OF THE URBAN RENEWAL PLAN; PROVIDING THE CITY OF POST FALLS WITH THE RIGHT, POWER, AUTHORITY, AND OBLIGATION TO ADMINISTER THE URBAN RENEWAL AREA PURSUANT TO CHAPTERS 20 AND 29, TITLE 50, IDAHO CODE, AS AMENDED; GRANTING THE REVENUE ALLOCATION PROCEEDS DERIVED FROM THE POST FALLS URBAN RENEWAL AREA LYING WITHIN UNINCORPORATED KOOTENAI COUNTY TO THE POST FALLS URBAN RENEWAL AGENCY; ADOPTING THE INTERGOVERNMENTAL AGREEMENT IMPLEMENTING THIS ORDINANCE; AND AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENTS AND SUCH OTHER AND FURTHER DOCUMENTS AS MAY BE NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

The full text of Ordinance 566 is available at the Kootenai County Administration Building, 451 Government Way, Coeur d'Alene, Idaho 83814, weekdays, from 8 a.m. to 5 p.m.

KOOTENAI COUNTY
BOARD OF COMMISSIONERS


Chris Fillios, Chairman

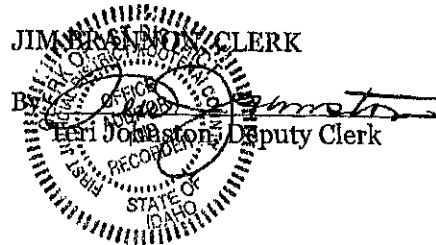
ATTEST, OF 1ST DISTRICT
JIM BRANNON, CLERK

By: 
Teri Johnson, Deputy Clerk

Publication Dates: June 7, 2021

CERTIFICATION

I hereby certify that the attached Notice of Ordinance Adoption contains a true and complete summary of Ordinance No. 566 of Kootenai County, Idaho, and that the attached summary provides adequate notice to the public of the contents of said Ordinance.



Order Confirmation

<u>Ad Order Number</u> 0000481760 <u>Sales Rep.</u> cdahouse <u>Order Taker</u> rnmoores <u>Order Source</u>	<u>Customer</u> KC COMMISSIONERS-LEGAL <u>Customer Account</u> 9951 <u>Customer Address</u> PO BOX 9000 COEUR D ALENE ID 83816 USA <u>Customer Phone</u> 2084461601	<u>Payer Customer</u> KC COMMISSIONERS-LEGAL <u>Payer Account</u> 9951 <u>Payer Address</u> PO BOX 9000 COEUR D ALENE ID 83816 USA <u>Payer Phone</u> 2084461601	<u>PO Number</u> <u>Ordered By</u> MM <u>Customer Fax</u> 0000000000 <u>Customer Email</u> leigh@kcpv.us <u>Special Pricing</u>
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<u>Tear Sheets</u> 0 <u>Invoice Text</u> CDA#5589 - ORDINANCE 565	<u>Proofs</u> 0 <u>Ad Order Notes</u> RUN DATE JUNE 7, 2021	<u>Blind Box</u> 	<u>Promo Type</u> Materials
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<u>Net Amount</u>	\$73.66	<u>Tax Amount</u>	\$0.00
		<u>Total Amount</u>	\$73.66
		<u>Payment Method</u>	Invoice
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		<u>Amount Due</u>	\$73.66

<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
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		No
<u>Ad Size</u>	<u>Color</u>	<u>Pick Up</u>
1 X 76 II		
<u>WYSIWYG Content</u>		

**NOTICE OF
ORDINANCE ADOPTION 566**

The Board of Commissioners of Kootenai County, Idaho, hereby gives notice of the adoption of Kootenai County Ordinance No. 566. The full text of the ordinance addresses the following subject:

AN ORDINANCE OF KOOTENAI COUNTY, IDAHO, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, RELATING TO URBAN RE-NEWAL; STATING THE PURPOSE FOR ADOPTING AN URBAN RENEWAL AREA WITHIN A PORTION OF THE POST FALLS AREA OF CITY IMPACT; ADOPTING FINDINGS ON THE NECESSITY OF THE URBAN RENEWAL PLAN; PROVIDING THE CITY OF POST FALLS WITH THE RIGHT, POWER, AUTHORITY, AND OBLIGATION TO ADMINISTER THE URBAN RENEWAL AREA PURSUANT TO CHAPTERS 20 AND 29, TITLE 50, IDAHO CODE, AS AMENDED; GRANTING THE REVENUE ALLOCATION PROCEEDS DERIVED FROM THE POST FALLS URBAN RENEWAL AREA LYING WITHIN UNINCORPORATED KOOTENAI COUNTY TO THE POST FALLS URBAN RENEWAL AGENCY; ADOPTING THE INTERGOVERNMENTAL AGREEMENT IMPLEMENTING THIS ORDINANCE; AND AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENTS AND SUCH OTHER AND FURTHER DOCUMENTS AS MAY BE NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

The full text of Ordinance 566 is available at the Kootenai County Administration Building, 451 Government Way, Coeur d'Alene, Idaho 83814, weekdays, from 8 a.m. to 5 p.m.

**KOOTENAI COUNTY
BOARD OF
COMMISSIONERS
/s/ Chris Fillos,
Chairman**

**ATTEST:
JIM BRANNON, CLERK
By: Teri Johnston.**

Deputy Clerk
 CDA LEGAL 5588
 AD#461780
 JUNE 7, 2021

Run Date	Product	Placement	Rate	Sched Cst	Disc/Prem	Color	Pickup	Tax	Subtotal
06/07/2021	ID CDA Press	Legals	\$7.78 per Inch	\$65.66	\$0.00	\$0.00	\$0.00	\$0.00	\$65.66
06/07/2021	ID CDA ONL-Top Ads	Legals	\$0.00 per Inch	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT 2 - INTERGOVERNMENTAL AGREEMENT

**PLEASANT VIEW DISTRICT INTERGOVERNMENTAL AGREEMENT
BETWEEN KOOTENAI COUNTY, THE CITY OF POST FALLS AND THE POST
FALLS URBAN RENEWAL AGENCY**

THIS AGREEMENT is entered into by and between Kootenai County, hereinafter "COUNTY", the City of Post Falls, hereinafter "CITY", and the Post Falls Urban Renewal Agency, hereinafter "AGENCY", and shall be effective on May 19, 2021 after all parties have affixed their signatures to this Agreement.

WHEREAS, Idaho Code Section 50-2018(18) states that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the other city or county declaring the need for an urban renewal plan for the proposed area; and

WHEREAS, Kootenai County, by Resolution 2021-09, found a need to include properties within the Pleasant View District that, at the time of the Resolution, were outside the municipal limits of Post Falls; and

WHEREAS, since the COUNTY adopted Resolution 2021-09, the City has begun the public hearing process required by law to annex the property into the City; and

WHEREAS, the Agency has adopted the Pleasant View Urban Renewal Plan (the "PLAN"), attached as Exhibit 1, which by this reference is incorporated herein, to guide and govern implementation of the Pleasant View District, and

WHEREAS, the Parties find it necessary to adopt this Agreement to confirm the duties, roles, and responsibilities of the County, City and Agency for that portion of the Pleasant View District lying outside the municipal boundaries of the City of Post Falls (hereinafter the "PROPERTY") until such time that the PROPERTY is annexed into the City of Post Falls. The PROPERTY is depicted on the attached Exhibit 2, which by this reference is incorporated herein.

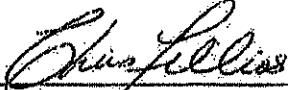
NOW THEREFORE, it is agreed as follows:

1. Except as otherwise provided herein, the COUNTY will retain full legal authority and control over the PROPERTY until such time as it is annexed into the City of Post Falls. This includes authority for land use regulation, taxation, law enforcement and all other governmental functions normally exercised by the County for property in the unincorporated portions of Kootenai County. The property taxes resulting from any increases in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll will be allocated to the AGENCY for urban renewal projects consistent with the PLAN.
2. The CITY agrees to consider annexation of the PROPERTY at its earliest opportunity in full compliance with statutory requirements for land use decisions. Additionally, the CITY agrees to fully perform its oversight role for the AGENCY as outlined in Title 50, Chapters 20 and 29, Idaho Code.
3. The AGENCY agrees to manage the application of the Pleasant View District to the PROPERTY consistent with the requirements of Title 50, Chapters 20 and 29 Idaho Code and

agrees to only expend tax revenues allocated to the AGENCY from the PROPERTY in conformity with the PLAN.

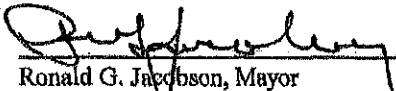
IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

KOOTENAI COUNTY
BOARD OF COMMISSIONERS


Chris Fillios, Chairman

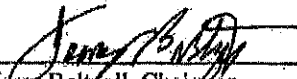
5/18, 2021
Date

CITY OF POST FALLS


Ronald G. Jacobson, Mayor

6/11, 2021
Date

POST FALLS URBAN RENEWAL AGENCY


Jerry Baltzell, Chairman

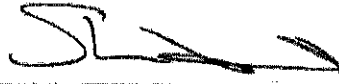
5-20-21, 2021
Date

ATTEST:

Jim Brannon, County Clerk


Deputy Clerk

ATTEST:


Shannon Howard, City Clerk

ATTEST:

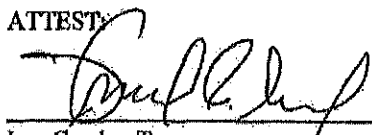

Len Crosby, Treasurer

EXHIBIT 3 - NOTICE

Order Confirmation

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<u>Sales Rep.</u> cdahouse	<u>Customer Account</u> 25366	<u>Payer Account</u> 25366	<u>Ordered By</u> MM
<u>Order Taker</u> mmooore	<u>Customer Address</u> 408 SPOKANE STREET POST FALLS ID 83854 USA	<u>Payer Address</u> 408 SPOKANE STREET POST FALLS ID 83854 USA	<u>Customer Fax</u>
<u>Order Source</u>	<u>Customer Phone</u> 2087733511	<u>Payer Phone</u> 2087733511	<u>Customer EMail</u> accpay@postfallsidaho.org
			<u>Special Pricing</u>
<u>Tear Sheets</u> 0	<u>Proofs</u> 0	<u>Promo Type</u>	<u>Materials</u>
<u>Affidavits</u> 1	<u>Blind Box</u>	<u>Ad Order Notes</u> RUN DATE APRIL 30, 2021	
<u>Invoice Text</u> CDA#5402 - NOPH PLEASANT VIEW	<u>Net Amount</u> \$170.62	<u>Tax Amount</u> \$0.00	<u>Payment Method</u> Invoice
		<u>Total Amount</u> \$170.62	<u>Payment Amount</u> \$0.00
			<u>Amount Due</u> \$170.62

Production Notes

Production Method

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0000454247-01

Ad Type
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AdBooker

Ad Released
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Pick Up

Ad Attributes

External Ad Number

Color

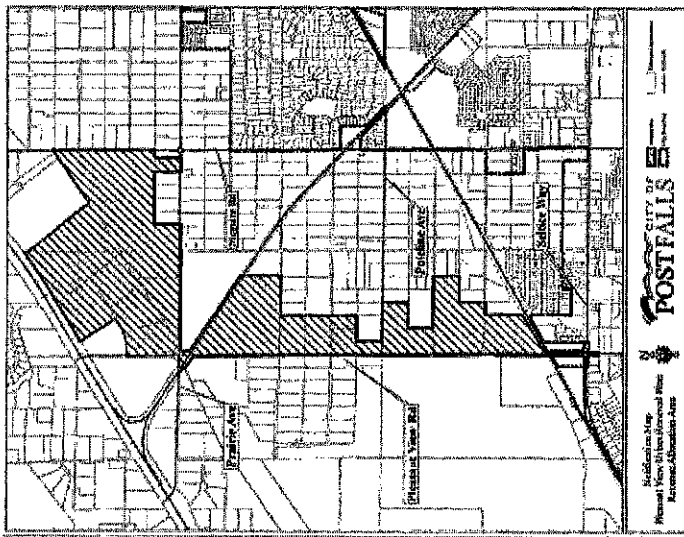
Ad Size
2 X 93 II

WYSIWYG Content

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on June 1, 2021 the Post Falls City Council will hold a public hearing, pursuant to I.C. 50-2308(c) and I.C. 50-2306, to consider adoption of the proposed Pleasant View Urban Renewal Plan ("Plan") and Revenue Allocation Area depicted below. The public hearing will begin at 6:00 p.m. in the Post Falls City Council Chambers, 408 N. Spokane Street, Post Falls, Idaho.

MAP:



The general scope of the Plan is to stimulate the development of an industrial corridor in the northwest portion of the City of Post Falls by creating and expanding public infrastructure and public facilities within the entire Plan area, enhancing and improving transportation routes and collector streets within the Plan area and enhancing related commercial and industrial development. A copy of the Pleasant View Urban Renewal Plan and Revenue Allocation Area may be obtained at City Hall by contacting Shannon Howard, City Clerk at (208) 457-3328.

The Pleasant View Urban Renewal Plan contains a revenue allocation provision that will cause property taxes resulting from any increases in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll to be allocated to the agency for urban renewal purposes. An agreement on administration of a revenue allocation financing provision extending beyond the municipal boundary of Post Falls has been negotiated with Kootenai County and that agreement will be formalized by a transfer of power ordinance.

accepted by Northern County.

The City Council will also be considering the first through third readings of an Ordinance adopting the Pleasant View Urban Renewal Plan. At the hearing in the above matters may appear above, all persons interested in the above matters may appear and be heard. Oral testimony may be offered at the hearing and may be restricted to no more than four minutes per person. Written Comments will also be accepted. Any questions and must be received prior to the hearing date. Any questions and comments should be directed to the Post Falls City Clerk.

The hearing will be held in a handicapped accessible facility. All information presented in the hearing will also be available upon advance request in a form usable by person with hearing or visual impairments. Individuals with other disabilities may receive assistance by contacting the City Clerk at least 24 hours prior to the hearing.

CDA LEGAL 5402
AD#45247
APRIL 30, 2021

Run Date	Product	Placement	Rate	Sched Cst	Disc/Prem	Color	Pickup	Tax	Subtotal
04/30/2021	ID CDA Press	Legals	\$7.83 per inch	\$162.62	\$0.00	\$0.00	\$0.00	\$0.00	\$162.62
04/30/2021	ID CDA ONL-Top Ads	Legals	\$0.00 per inch	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Exhibit 4 - Final Pleasant View
Urban Renewal Plan



Pleasant View District Urban Renewal Plan

June 2021

POST FALLS URBAN RENEWAL AGENCY

Pleasant View Urban Renewal Plan Contents

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B. AGENCY COMMISSIONERS

Jerry Baltzell (Chairman), Larry Carstensen (Vice-Chairman), Len Crosby (Treasurer), Collin Coles, Jame' Davis, Eric Clemensen and Christi Fleischman.

C. DEFINITIONS

Act – Local Economic Development Act (Chapter 29, Title 50 of the Idaho Code), and/or the Urban Renewal Law (Chapter 20, Title 50 of the Idaho Code).

Agency or U.R.A. – The Post Falls Urban Renewal Agency created May 7, 1991 by Resolution 91-11.

Baseline Projection – A projection based on the assumption that next year's financial status will not change from the financial status of this year. The baseline projection assumes that no new project is developed, and therefore, no new tax increment is added.

Bonds - Debt instruments used to finance the cost of an Urban Renewal Project.

City – The incorporated City of Post Falls.

City Council – The local governing body of the City of Post Falls consisting of the Mayor and six (6) Council Members.

Comp Plan – The City of Post Falls Comprehensive Plan adopted in 1995 by Resolution 95-09, was revised in 2004 and updated in 2010. The City began updating the Comprehensive Plan in 2017 which was completed and adopted on July 7, 2020 by Resolution 20-07.

Coverage Ratio – A margin which is applied to a bond to ensure adequate revenues are available to service the debt secured by the Bond.

Deteriorated/Deteriorating Area:

- (1) Any area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

- (2) Any area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, results in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.
- (3) Any area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality.
- (4) Any area which the local governing body certifies is in need of redevelopment or rehabilitation as a result of a flood, storm, earthquake, or other natural disaster or catastrophe respecting which the governor of the state has certified the need for disaster assistance under any federal law.
- (5) Any area which by reason of its proximity to the border of an adjacent state is competitively disadvantaged in its ability to attract private investment, business or commercial development.

Under the Local Economic Development Act, the City Council must find and determine, on the basis of substantial evidence in the record, that the Project Area is a "deteriorated area" when adopting an ordinance approving and adopting an Urban Renewal Plan for a Revenue Allocation Area.

Competitively Disadvantaged Border Community Area - An area consisting of at least 40 acres which is situated within the boundaries of an incorporated city and within twenty-five (25) miles of state or international border, which the governing body of such incorporated city has determined by ordinance is disadvantaged in its ability to attract business, private investment, or commercial development, as a result of a competitive advantage in the adjacent state or nation resulting from inequities or disparities in comparative sales taxes, income taxes, property taxes, population or unique geographic features.

Economic Feasibility Study – The Study that evaluates the financial and economic feasibility of urban renewal projects.

Foregone Taxes – Taxes that are voluntarily foregone by a taxing entity to the Urban Renewal Agency for a predetermined period of time.

Levy Rate – The rate usually expressed as an amount per \$1,000 of assessed valuation, at which properties are taxed.

Memorandum of Understanding (MOU) – An agreement between two (bilateral) or more (multilateral) parties that expresses a convergence of will between the parties, indicating an intended common course of action.

Owner Participation Agreement (OPA) – A legal document that forms a Public/Private partnership between the Urban Renewal Agency and one or more private developers for Projects within an Urban Renewal District.

Plan – or “Urban Renewal Plan” means a plan, as it exists or may from time to time be amended, prepared and approved pursuant to Idaho Code Sections 50-2008 and 50-2906, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.

Project Area - The PLEASANT VIEW DISTRICT area as identified in Section 2 of the Plan.

Pleasant View District Urban Renewal Plan – A plan prepared in accordance with Idaho Code Sections 50-2008 and 50-2905 that describes the process and reasoning for the declaration of the Pleasant View District as a Deteriorated Area and/or a Competitively Disadvantaged Border Community Area.

Proponent – A private developer who has entered into an OPA with the Urban Renewal Agency for a specific Project within an Urban Renewal District. The City of Post Falls is the proponent for the Pleasant View URD.

Revenue Allocation Area (RAA) – All of the properties included in the boundaries of an Urban Renewal District, from which tax increment will be collected as that property is improved and developed over the term of the District.

Revenue Allocation Financing – A method of financing urban renewal activities by using property tax revenues generated from increases in assessed valuation within a Revenue Allocation Area.

Tax Increment Funds – Principal method of financing public costs or redevelopment. The assessed valuation at the time of adoption of a Revenue Allocation Area, becomes the base year value and is frozen at that level for the purpose of distribution of taxes to the various affected tax entities (excepting schools) over the life of the Urban Renewal Plan. Each fiscal year following the creation of an Urban Renewal Plan and the designation of a Revenue Allocation Area, the taxes generated by the assessed valuation which exceed the base year level (“Tax Increment”) are paid to the Urban Renewal Agency.

Termination Date – A specific date no later than twenty (20) years from the effective date of the approval by City Council of an Urban Renewal Plan.

U.R.A. – Urban Renewal Agency

Urban Renewal – A statutorily authorized process available to Idaho cities and counties to improve deteriorated and economically disadvantaged areas by encouraging private and public development.

Urban Renewal Area – A Deteriorated or Deteriorating area or combination thereof designated as being such by the City Council and all of the properties located within the area.

Urban Renewal District (URD) – Essentially the same as an Renewal Allocation Area, however in cities where there are multiple districts designated by the City Council, these may be referred to as specific Districts with specific names and specific goals. A separate Urban Renewal Plan for each URD or RAA is required to be developed and adopted by the URA, reviewed by the City Planning & Zoning Commission and approved by the City Council.

Urban Renewal Project (Project)– A specific project within an approved Urban Renewal District which may include undertakings and activities which support the elimination of deteriorated or deteriorating areas and which prevent the development or spread of slums and blight. Such projects may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof in accordance with an urban renewal plan.

D. PREFACE

The Urban Renewal Plan proposed within this document follows the guidelines prescribed within Idaho Code for the development of Urban Renewal Areas and Revenue Allocation Districts and is consistent with the goals of the City of Post Falls. Accordingly, this Plan directs use of revenue allocation financing to accomplish the following:

- Eliminate deteriorated or deteriorating areas which constitute a serious growing menace, injurious to the public health, safety, morals and welfare.
- Facilitate proper growth and development in accordance with sound planning principles and local objectives by encouraging private development that eliminates deterioration and economic disuse of property through the removal of a substantial number of deteriorated and deteriorating structures.
- Provide improved traffic facilities including the construction or improvement of streets or roads.
- Provide or improve utilities, public improvements and public services that are currently inadequate, incomplete or non-existent.
- Eliminate underutilized areas which are causing economic under-development in the designated area, substantially impairing the sound growth of the City of Post Falls in general.
- Encourage both private and public development in the Urban Renewal Area in order to diversify and improve the local economy by providing adequate public facilities.
- Accomplish Plan goals in accordance with all appropriate federal, state and local laws.

With these objectives in mind, however it is important for the reader to be aware that the main and over-riding objective of this Urban Renewal Plan is **job creation, economic development and economic diversification.**

A key finding of the Economic Feasibility Study supporting this Urban Renewal Plan is that the public infrastructure improvements set forth in this Plan could, at full development, provide up to 2,340 new jobs for the citizens of Kootenai County and Post Falls.

SECTION I
INTRODUCTION
PLEASANT VIEW DISTRICT URBAN RENEWAL PLAN

In 1994, the Idaho Local Economic Development Act was amended by the Idaho State Legislature to provide a new definition of properties and projects which could be considered under the authority of the Local Economic Development Act. The Local Economic Development Act also relies on the Urban Renewal Law, and it is the interplay between the two Acts that empowers Idaho cities and counties to use tax increment financing as a means of authorizing debt to stimulate economic development locally.

Chapter 29, Section 50 of the Idaho Code contains the Local Economic Development Act, which brings the benefits of the Urban Renewal Law to cities that contain areas that are not necessarily blighted, but experience a true disadvantage in attracting business and commerce. The Act provides that in border communities where areas of forty (40) acres or more can be determined to be "competitively disadvantaged," an Urban Renewal Agency may – with the approval - of the City Council designate the area as a revenue allocation area. This provides funding opportunities through the use of tax increment financing for public improvements which will, pursuant to a specific urban renewal plan, improve and enhance the area and stimulate more commerce and business growth into the area and the community.

The City Council of the City of Post Falls has determined that a specific area referenced within this Plan, the "Pleasant View District", meets the definition of being a deteriorated/deteriorating area and also qualifies as a Competitively Disadvantaged Border Community Area. The proposed public improvement Projects envisioned for the Pleasant View District and designed to overcome the competitive disadvantages are listed in Section 3.

The City of Post Falls, a community with a population of approximately 44,000 is located in the panhandle of North Idaho within Kootenai County. Kootenai County is Idaho's 24th largest county in terms of area but is the third most populous county. Post Falls is the 7th fastest growing city in Idaho and its growth is following the State's growth projection of three times the national rate through 2025. In 2020, the State's growth rate was six times the national growth rate. The western boundary of the City of Post Falls is adjacent to the Idaho/Washington border. Post Falls is situated in a valley along the Spokane River, and is adjacent to Interstate 90, with Spokane, Washington approximately 20 miles to the west, and Coeur d'Alene, Idaho approximately 3 miles to the east.

Traditionally, Kootenai County's economy was timber-based. The economy has become more diverse over the past two decades, with an increase in manufacturing, health care, retail, technology and tourism. North Idaho's transformation to manufacturing and health care from timber and agriculture is reflected in its growing list of dynamic companies calling it home. Not just known for potatoes anymore, Bloomberg rates the State of Idaho as having a 21st Century economy, outperforming the other 49 states, relying heavily on international trade. Approximately 10.5% of all Statewide natural resource employment opportunities still exist within Kootenai County, although these are not currently growth industries for Idaho, the Northwest, or the Nation. The City of Post Falls, along with North Idaho, is

shifting to a manufacturing and industrial base, putting it in competition with Washington State and other Western States. The Spokane metropolitan area, which includes Post Falls and Coeur d'Alene, was ranked #50 of The Best Places for Business and Careers in the 2019 Forbes Magazine.

Migration from larger markets spurred Kootenai County's economic growth from 2003 through 2006 and started back up again in 2016 through the current year, driving demand for homes, recreational properties, and retail goods and services. With the onset of the "Great Recession", economic growth slowed in 2007 through 2015. While growth started back up in 2016, it was at a moderate level of 3 to 5% until the pandemic hit in 2020. The pandemic created a significant desire for both citizens and businesses to relocate to Idaho. The City's growth rate was 8.26% for 2020. During this time, Idaho took the number one spot for economic growth in the 2021 U.S. News Best State ranking. The conditions of living with social distancing and work from home make the City's quality-of-life advantages even stronger. Also, in the U.S. News rankings, Idaho finished with the 10th best crime and corrections rankings and the 12th highest rating for environmental quality – things like clean air and water. The City is seeing a higher level of site plan reviews and commercial building permits since the early 2000s. Predictions are for this commercial growth to continue. Infrastructure improvements along Highway 41 occurring in 2021 and 2022 are also driving commercial development and predictions of growth for the City. The City continues to update its master plans to include infrastructure development for this future growth.

The area is transitioning from agricultural to higher density residential and commercial uses. Improvement trends have historically been in the low-to-mid-end of the price range of residences in the area, due to the fairly moderate character of the neighborhoods and limited natural features that would attract high-end residences. Most high-end developments in this area are on view sites, around golf courses, or near Lake Coeur d'Alene or the Spokane River.

The Pleasant View District Project Area is included within an area which was designated as Deteriorated and/or Deteriorating and a Competitively Disadvantaged Border Community Area by the City Council of Post Falls. The City Council passed Resolution No. 2020-10 on August 18, 2020 (See Appendix D).

The Pleasant View District is located on the northwest side of the City and is less than 3 miles from the Washington State border. The City entered into a Joint Powers Agreement with the County since the properties within the District had all agreed to annex into the City and the process could not be completed before the District was formed. The property within the proposed District was annexed into the city in 2021. The total Project Area consists of 600 acres of undeveloped land. The creation of an Urban Renewal District and the use of Tax Increment Funds is intended to make the Area more competitive by providing a mechanism to reimburse all or part of specific costs of constructing public improvements within the District. These improvements include the expansion of sewer and water services, the improvement of major streets and other public improvements which will expand the ability of this Area to service employment growth and job creation.

The projected costs of each of the specific public improvements to be reimbursed within the District are set out in the Economic Feasibility Study (Exhibit D – Scenario 2 Infrastructure Costs). Phases 1-5 have

been broken down to show the public infrastructure costs and funding scenarios. It is important to note that the City of Post Falls intends to apply for grants and use annexation funds and other funding sources to pay for the infrastructure. Urban Renewal will assist in funding costs of improvements in excess of those funding sources. It is important to remember that these improvements must be fully paid for, constructed, dedicated to and accepted by the City of Post Falls prior to any reimbursement from tax increment accruing as a result of the new development experienced in the proposed District. If new development does not produce the anticipated tax increment, those costs will not be reimbursed. There is no liability to the City of Post Falls or the URA if tax increment is not created by new development. Additionally, the reimbursement will cease at the maturity of the proposed District.

North Idaho must provide every available option to attract business and compete with other states and other larger cities in the western United States. The area proposed in this Plan has the potential to significantly aid the City in this national and regional competition. Improvements to the Pleasant View District will help provide the stimulus needed to attract the growth of industrial type employment base needed by the City. The opportunity to expand industrial industries will benefit the City and its residents, provide for increased economic opportunities for residents of Post Falls, and provide increased revenues for the citizens of Kootenai County. Development of this property will result in numerous jobs and add to the much needed industrial base that is lacking in Post Falls.

SECTION 2 Boundary Description

2. BOUNDARY DESCRIPTION

a. Urban Renewal District Legal Description

That portion of the southwest quarter, southeast quarter, northwest quarter and the northeast quarter of Section 20, the southwest and the northwest quarter of Section 21, the southwest quarter, northwest quarter and the northeast quarter of Section 29, the southeast quarter and northeast quarter of Section 30, the southeast quarter and the northeast quarter of Section 31 and the southwest quarter and the northwest quarter of Section 32 of Township 51 North, Range 5 West, and the northwest quarter of Section 5 and the northeast quarter of Section 6 of Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the southwest quarter of said Section 20; Thence along the West line of said Section 20, North $00^{\circ} 19' 43''$ East a distance of 1369.99 feet;

Thence South $88^{\circ} 53' 50''$ East a distance of 203.92 feet to the beginning of a curve to the left having a radius of 1055.00 feet; Thence northeasterly along said curve, through an arc length of 644.04 feet, a central angle of $34^{\circ} 58' 38''$, a chord bearing of North $73^{\circ} 36' 51''$ East and a chord distance of 634.09 feet;

Thence North $56^{\circ} 06' 34''$ East a distance of 168.41 feet;

Thence North $31^{\circ} 28' 16''$ West a distance of 1080.31 feet to the southeasterly right of way of Burlington Northern Railroad;

Thence along said southeasterly right of way the following 7 courses:

- 1) North $58^{\circ} 32' 15''$ East a distance of 1761.29 feet;
- 2) North $58^{\circ} 18' 23''$ East a distance of 162.89 feet;
- 3) North $57^{\circ} 30' 20''$ East a distance of 162.89 feet;
- 4) North $56^{\circ} 42' 17''$ East a distance of 162.89 feet;
- 5) North $55^{\circ} 44' 21''$ East a distance of 151.94 feet;
- 6) North $54^{\circ} 59' 32''$ East a distance of 151.94 feet;
- 7) North $54^{\circ} 14' 43''$ East a distance of 151.94 feet to the East line of the northwest quarter of said Section 20;

Thence along said East line, South $00^{\circ} 45' 05''$ West a distance of 80.20 feet;

Thence South $36^{\circ} 31' 00''$ East a distance of 1034.64 feet;

Thence North $56^{\circ} 17' 08''$ East a distance of 26.56 feet;

Thence South $36^{\circ} 31' 00''$ East a distance of 1022.33 feet;

Thence North 56° 21' 46" East a distance of 1708.44 feet to the East right of way of McGuire Road;

Thence along said East right of way, South 00° 46' 07" West a distance of 2683.67 feet;

Thence North 88° 33' 10" West a distance of 25.23 feet;

Thence North 88° 40' 23" West a distance of 198.36 feet;

Thence South 00° 41' 37" West a distance of 693.28 feet to the South right of way of Prairie Avenue;

Thence along said South right of way, North 87° 13' 16" West a distance of 116.82 feet;

Thence along said South right of way, North 01° 17' 09" East a distance of 5.00 feet;

Thence along said South right of way, North 88° 38' 57" West a distance of 247.83 feet;

Thence North 00° 44' 19" East a distance of 684.98 feet;

Thence North 88° 42' 12" West a distance of 1371.81 feet;

Thence South 00° 44' 19" West a distance of 684.55 feet to the South right of way of Prairie Avenue;

Thence along said South right of way, North 88° 41' 08" West a distance of 696.10 feet;

Thence along said South right of way, South 00° 18' 29" West a distance of 32.28 feet;

Thence along said South right of way, North 88° 50' 39" West a distance of 2511.11 feet;

Thence South 44° 36' 59" West a distance of 59.14 feet;

Thence South 00° 28' 07" West a distance of 185.77 feet to the northerly right of way of Burlington Northern Railroad;

Thence along said northerly right of way, South 54° 29' 42" East a distance of 2351.67 feet to the West line of the East 611.12 feet of said northwest quarter;

Thence along said West line, South 00° 18' 18" West a distance of 1065.32 feet to the South line of an unnamed road right of way of Plat No. 7 Greenacres Irrigation District recorded in Book B of Plats, Page 63, records of Kootenai County, Idaho, said road currently known as Grange Avenue;

Thence along said South line, North 88° 20' 43" West a distance of 1034.15 feet to the northwest corner of said Lot 77 of said Plat No. 7;

Thence along the West line of said Lot 77, South 00° 30' 49" West a distance of 641.04 feet to the northwest corner of Lot 84 of said Plat No. 7;

Thence along the West line of said Lot 84, South 01° 04' 06" West a distance of 639.77 feet to the southwest corner of said Lot 84;

Thence South 00° 15' 41" West a distance of 40.00 feet to the northwest corner of Lot 109 of said Plat No. 7;

Thence along the West line of said Lot 109, South 00° 03' 24" East a distance of 640.44 feet to the northeast corner of Lot 115 of said Plat No. 7;

Thence along the North line of said Lot 115 and the North line of Lot 114 of said Plat No. 7, North 88° 23' 33" West a distance of 660.86 feet to the northwest corner of said Lot 114;

Thence along the West line of said Lot 114, South 00° 43' 52" West a distance of 632.86 feet to the North line of an unnamed road right of way of said Plat No. 7, said road is currently known as Poleline Avenue;

Thence along the North right of way of said Poleline Avenue, South 88° 20' 31" East a distance of 992.40 feet to the northerly extension of the East line of Lot 13 of Plat No. 5 Greenacres Irrigation District as recorded in Book B of Plats, Page 70, records of Kootenai County, Idaho;

Thence along said northerly extension and the East line of said Lot 13, South 00° 39' 04" West a distance of 679.54 feet to the southeast corner of said Lot 13;

Thence along the South line of said Lot 13 and the South line of Lot 14 of said Plat No. 5, North 88° 18' 59" West a distance of 662.40 feet to the northwest corner of Lot 19 of said Plat No. 5;

Thence along the west line of said Lot 19, South 00° 38' 13" West a distance of 639.31 feet to the North line of an unnamed road right of way of said Plat No. 5, said road currently known as Yukon Avenue.

Thence along the North line of said Yukon Avenue, South 88° 17' 20" East a distance of 1324.48 feet to the northerly extension of the East line of Lot 43 of said Plat No. 5;

Thence along said northerly extension and the East line of said Lot 43, South 00° 39' 58" West a distance of 679.96 feet to the southeast corner of said Lot 43;

Thence along the South line of said Lot 43 and the South line of Lot 44 of said Plat No. 5, North 88° 15' 39" West a distance of 662.07 feet to the northwest corner of Lot 53 of said Plat No. 5;

Thence along the West line of said Lot 53 and the southerly extension of said West line, South 00° 39' 07" West a distance of 685.69 feet to the South line of an unnamed road right of way of Plat No. 10 Greenacres Irrigation District as recorded in Book B of Plats, Page 100, records of Kootenai County, Idaho, said road currently known as Lark Avenue.

Thence along said South line, North 88° 15' 27" West a distance of 330.90 feet to the northwest corner of Lot 4 of said Plat No. 10;

Thence along the West line of said Lot 4 and the southerly extension of said West line, South 00° 06' 19" West a distance of 1119.46 feet to the southerly line of Spokane International Railroad right of way;

Thence along said southerly line, South 61° 36' 15" West a distance of 1075.63 feet to the East right of way of Pleasant View Road as shown on a record of survey recorded in Book 23 of Surveys, Pages 20, 20A, 20B and 20C as Instrument Number 1903826 records of Kootenai County, Idaho;

Thence along said East right of way, South 00° 55' 03" West a distance of 864.20 feet;

Thence along said East right of way, South 25° 30' 55" East a distance of 48.03 feet to the North right of way of Seltice Way;

Thence along said North right of way, South 88° 21' 40" East a distance of 203.71 feet;

Thence South 01° 27' 15" West a distance of 135.48 feet to the South right of way of Seltice Way;

Thence along said North right off way, North 88° 32' 30" West a distance of 260.68 feet to the East right of way of said Pleasant View Road;

Thence along said East right of way, South 00° 55' 00" West a distance of 249.21 feet;

Thence North 88° 17' 03" West a distance of 73.40 feet to the West right of way of said Pleasant View Road;

Thence along said West right of way, North 00° 55' 28" East a distance of 264.77 feet to the South right of way of said Seltice Way;

Thence along said South right of way, North 88° 31' 22" West a distance of 235.37 feet;

Thence North 01° 26' 28" East a distance of 108.73 feet to the North right of way of said Seltice Way;

Thence along said North right of way, South 88° 36' 05" East a distance of 234.60 feet to the West right of way of said Pleasant View Road

Thence along the West right of way of Pleasant View Road per said Record of Survey, the following 15 courses:

- 1) North 00° 55' 03" East a distance of 2299.21 feet;
- 2) South 89° 04' 57" East a distance of 10.00 feet;
- 3) North 00° 55' 03" East a distance of 296.83 feet;
- 4) North 00° 26' 56" East a distance of 421.53 feet;
- 5) North 89° 33' 04" West a distance of 10.00 feet;
- 6) North 00° 26' 56" East a distance of 804.55 feet;
- 7) South 89° 33' 04" East a distance of 10.00 feet;
- 8) North 00° 26' 56" East a distance of 1411.53 feet;
- 9) North 89° 33' 04" West a distance of 10.00 feet
- 10) North 00° 28' 07" East a distance of 2639.51 feet;
- 11) North 00° 28' 07" East a distance of 810.28 feet;
- 12) South 89° 31' 53" East a distance of 20.00 feet;
- 13) North 00° 28' 07" East a distance of 1069.69 feet;
- 14) North 89° 31' 53" West a distance of 10.00 feet;

15) North 00° 28' 07" East a distance of 389.53 feet to the southwesterly right of way of said Burlington Northern Railroad;

Thence along said southwesterly right of way, North 54° 29' 03" West a distance of 365.66 feet;

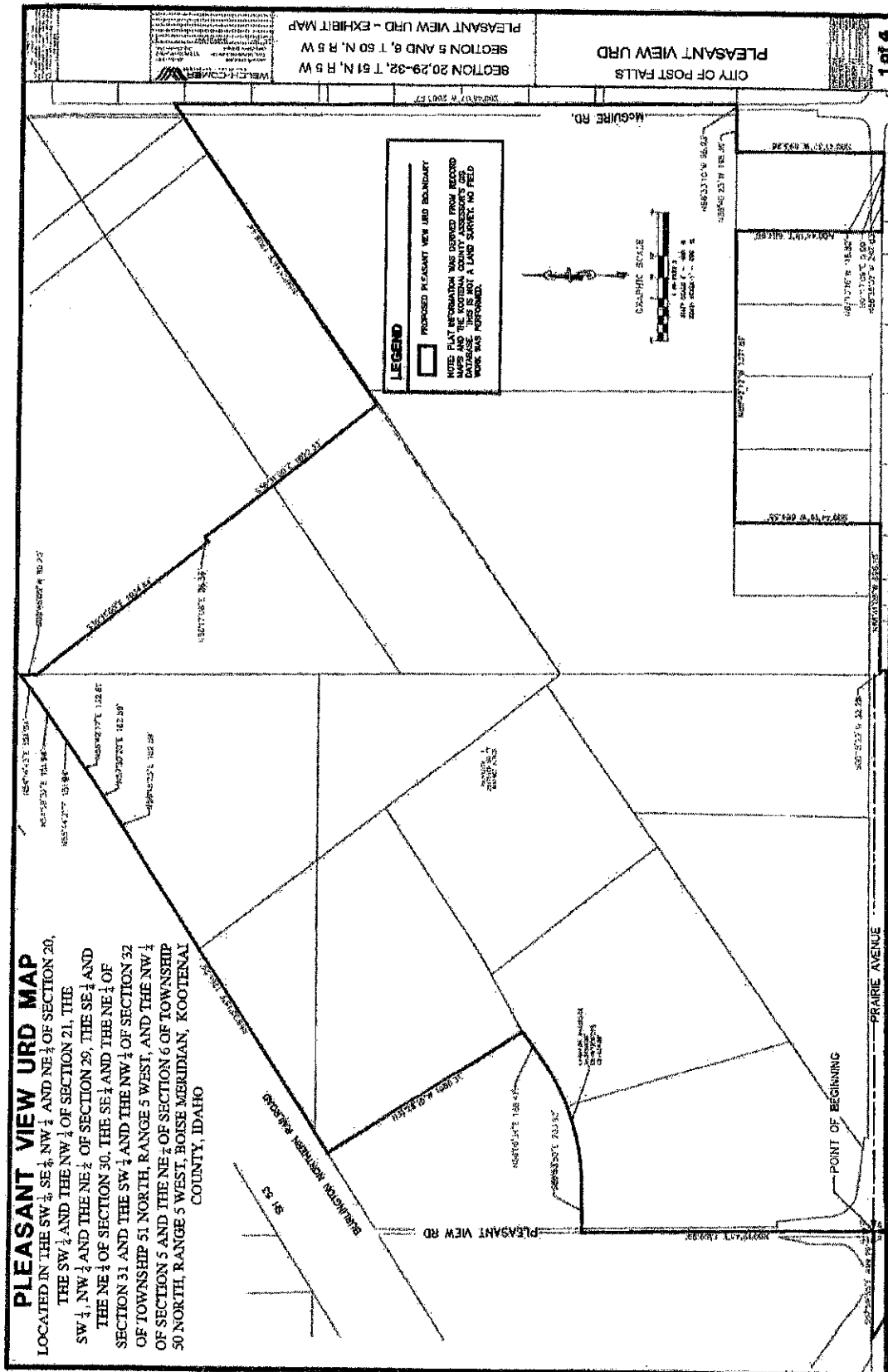
Thence along said southwesterly right of way, North 65° 00' 28" East a distance of 57.37 feet;

Thence along said southwesterly right of way, North 54° 29' 18" West a distance of 259.01 feet to the North line of the northeast quarter of said Section 30;

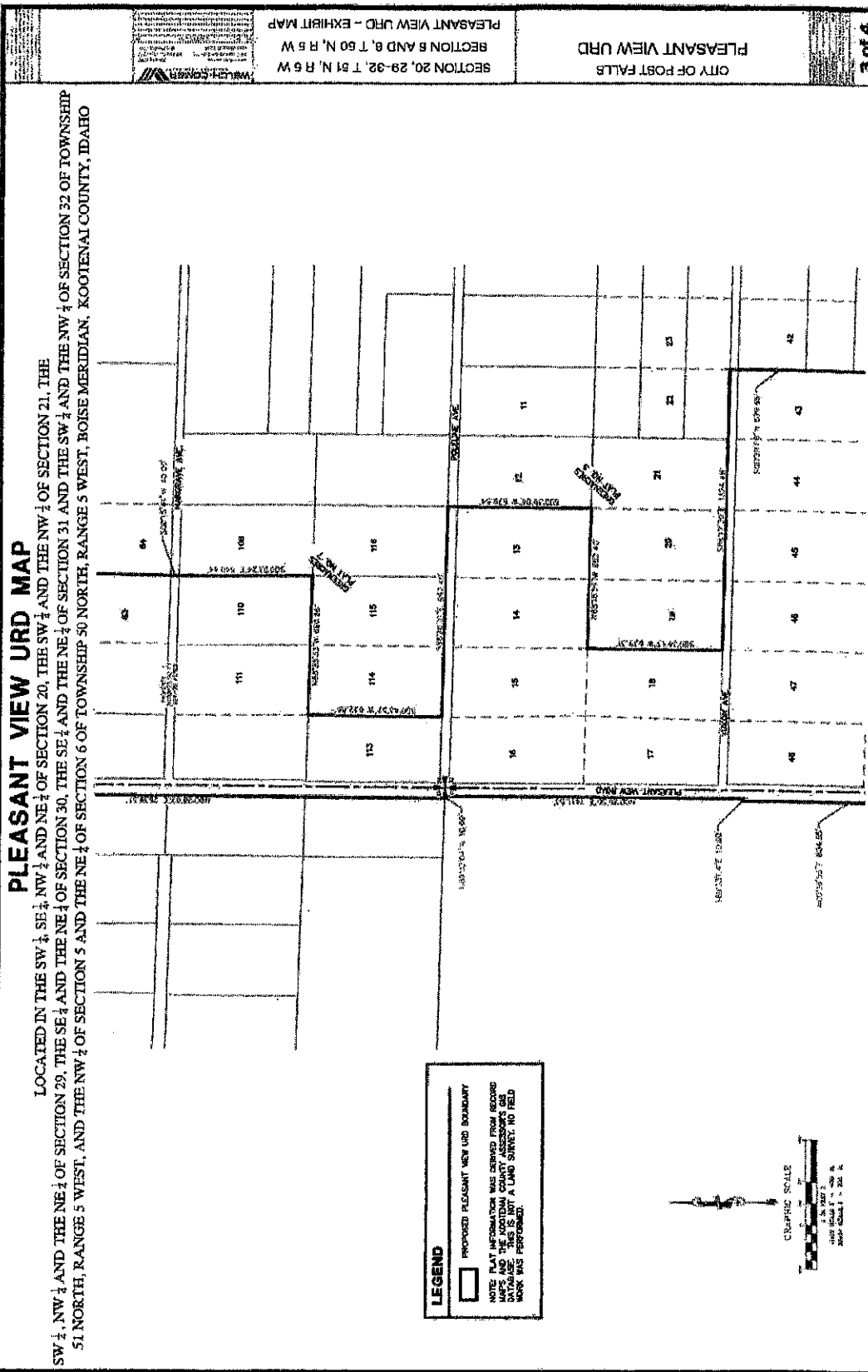
Thence along said North line, South 87° 59' 55" East a distance of 499.79 feet to the **POINT OF BEGINNING**;

Containing 26,175,309 square feet or 600.902 acres more or less.

This description was compiled from Kootenai County Assessor's Office GIS files and Record of Survey Recorded in Book 23 of Surveys, Pages 20, 20A, 20B and 20C and does not constitute a surveyed description of the actual parcel. No field surveys were performed.



b. Urban Renewal District Map



PLEASANT VIEW URD MAP

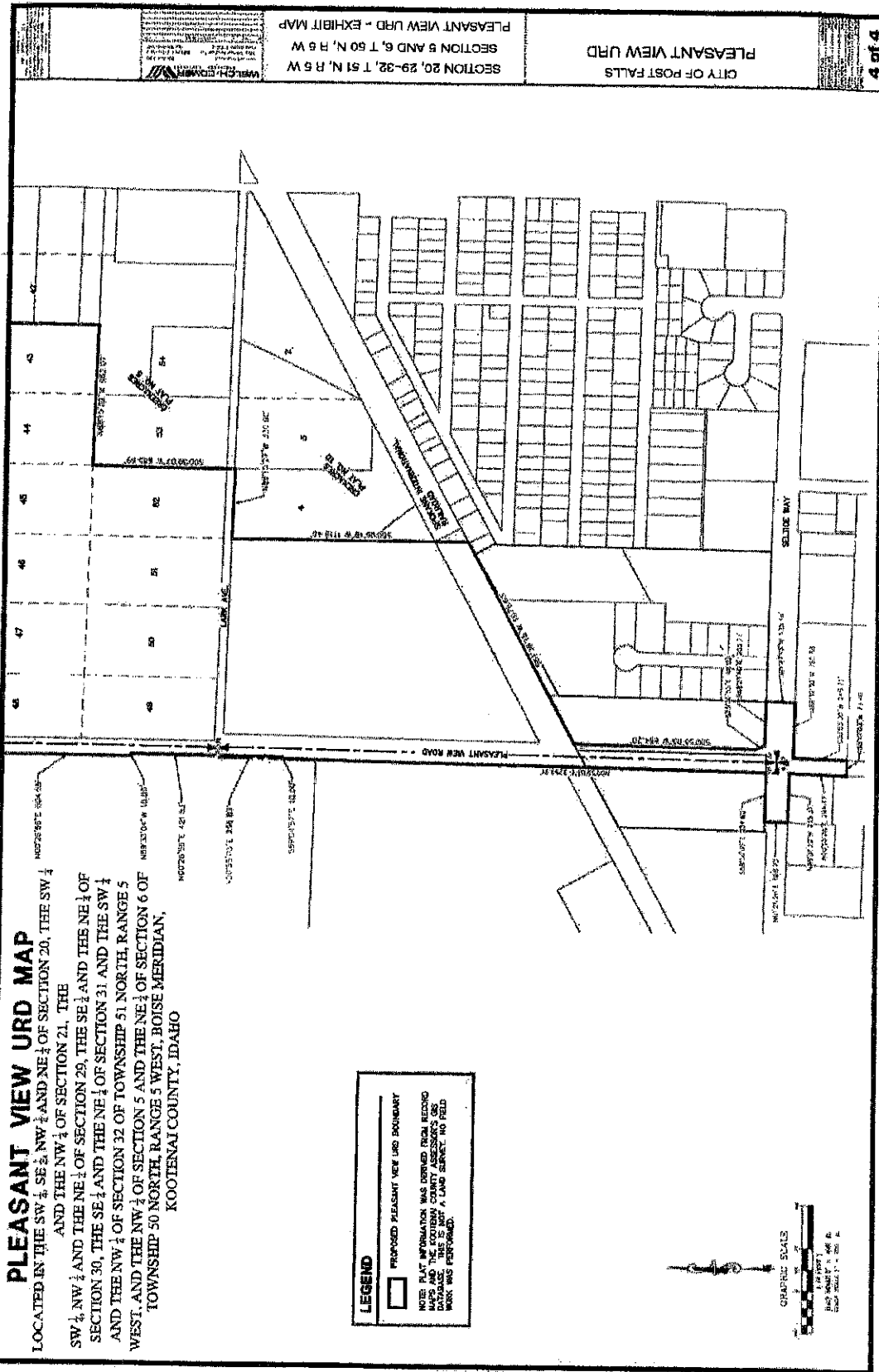
LOCATED IN THE SW $\frac{1}{4}$, SE $\frac{1}{4}$, NW $\frac{1}{4}$ AND NE $\frac{1}{4}$ OF SECTION 20, THE SW $\frac{1}{4}$ AND THE NW $\frac{1}{4}$ OF SECTION 21, THE SW $\frac{1}{4}$, NW $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ OF SECTION 25, THE SE $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ OF SECTION 30, THE SE $\frac{1}{4}$ AND THE NE $\frac{1}{4}$ OF SECTION 31 AND THE SW $\frac{1}{4}$ AND THE NW $\frac{1}{4}$ OF SECTION 32 OF TOWNSHIP 51 NORTH, RANGE 5 WEST, AND THE NW $\frac{1}{4}$ OF SECTION 5 AND THE NE $\frac{1}{4}$ OF SECTION 6 OF TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

LEGEND

PROPOSED PLEASANT VIEW URD BOUNDARY

NOTE: PLAT INFORMATION WAS DERIVED FROM RECORDS MAINTAINED BY THE KOOTENAI COUNTY ASSESSOR'S OFFICE. NO FIELD SURVEY WAS PERFORMED.

GRAPHIC SCALE



SECTION 20, 29-32, T 51 N, R 5 W
SECTION 5 AND 6, T 50 N, R 5 W
PLEASANT VIEW URD - EXHIBIT MAP

CITY OF POST FALLS
PLEASANT VIEW URD

4 of 4

SECTION 3

PROPOSED DEVELOPMENT ACTIONS

a. General

The Project Area has been determined to be a Competitively Disadvantaged Border Community Area within a Deteriorated/Deteriorating area and as such adopts the following purposes and major goals for this Plan:

- To stimulate the development of industrial expansion in the northwest portion of the City of Post Falls;
- To enhance this potential site for industrial and commercial development and expansion;
- To create and expand public infrastructure and public facilities within the entire Urban Renewal District with significant investment in wastewater to reduce the use of septic systems over the aquifer;
- To enhance and improve transportation routes and collector streets within the District to enhance future development; and
- To strengthen the District and enhance related industrial and commercial development and support within the Project Area.

b. Conformance with State and Local Requirements

The proposed development area conforms to the 2020 Comprehensive Plan of the City of Post Falls as adopted by the City Council along with all other master planning documents. The URA anticipates that this Plan, upon review by the Post Falls Planning and Zoning Commission, will be found to be in conformance with the City of Post Falls Comprehensive Plan.

The laws of the State of Idaho require an Urban Renewal Plan to be prepared for an area certified as an Urban Renewal Area by the City Council. The Pleasant View District Plan is submitted as a proposal for an Urban Renewal Plan as required by state law. The City Council has designated this Area as being economically disadvantaged through the adoption of Resolution No. 20-10 (Appendix D).

The Local Economic Development Act provides that a city can declare portions of land within its boundaries as competitively disadvantaged. The City of Post Falls has made that determination, making findings that the proposed Project Area does, indeed, meet the State mandated criteria for said designation.

c. Participation Opportunities

- There will be participation opportunities for improvements proposed in this Plan to compliment additional transportation improvements that are to be undertaken by the Idaho Transportation Department, Kootenai Metropolitan Organization and Post Falls Highway District.
- The Urban Renewal Agency will work closely with the City of Post Falls to implement major sewer improvements within the proposed District which will support growth and enhance the

competitive position of the City throughout the entire northwest quadrant of the City of Post Falls.

- Participation opportunities could be developed between the Urban Renewal Agency and land owners who are either in the process of developing, or plan to develop, additional commercial properties located within the District to the extent such opportunities meet the objectives of the Plan and are feasible within the economic and time constraints of the District.

d. Opportunities for Owners and Tenants

The overall expansion of transportation, sewer and water infrastructure, as planned, will provide new opportunities for existing and future landowners of commercially and industrially zoned properties within the District to enable them to develop their property in a more economical manner. This will then provide additional opportunities for existing and future businesses within the City of Post Falls to locate to such facilities and provide a greater range of competition for such tenants.

If owners of existing properties incorporate public improvements in their development plan, the URA could become involved in assisting by either upgrading the utility systems servicing the property or enhancing its access. Expanding commercial development in this Area will provide additional support for existing and future residential development within this section of the City and will provide opportunities for new and existing businesses to consider this Area as a new or expansion location in the City. The expansion of the industrial and commercial development that is anticipated to occur will greatly expand the job opportunities throughout the entire County.

Having fully developed building sites in the District with good access and expanded utility service will enable Jobs Plus to expand its recruitment of businesses considering relocation or expansion to North Idaho. It will also enhance Kootenai County's ability to expand the County's employment base well beyond the District itself.

e. Property Acquisition

Pursuant to Idaho Code Section 50-2007(c), the URA has the legislatively - authorized powers to acquire by purchase, lease, option, gift, grant, bequest, devise, or otherwise, any real property or personal property for its administration purposes, together with any improvements thereon, and to hold, improve, renovate, rehabilitate, clear, or prepare for redevelopment any such property or buildings. In conjunction with the acquisition of a site, the URA shall be required to accommodate the relocation of existing businesses and tenants as set forth in subsection (g) below.

f. Property Management

The URA may convey property it has acquired for less than market value. The URA may clear or move buildings, structures or improvements from any real property acquired, and the URA may develop a building site by constructing streets, utilities, parks, playgrounds and other public improvements in order to carry out the Urban Renewal Plan. The URA may acquire land or other public improvements and construct facilities within and/or outside the Project Area if it can determine that the improvements are of benefit to the Plan area. However, the URA shall not pay for maintenance or operation of said

improvements. If the URA acquires any properties, they will be managed in a prudent and businesslike manner.

g. Relocation of Business, Persons and Others

If, as a result of pursuing this Plan, individuals, families, businesses, non-profit organizations or others are required to relocate, the URA shall prepare a plan for the relocation of same. The URA shall be responsible to assist those individuals and entities in full accordance with state and federal statutes, including finding a new location and providing required relocation payments.

h. Owner Participation Agreements / Memorandum of Understanding

The Owner Participation Agreement (OPA) is a legal document that forms a Public/Private partnership between the Urban Renewal Agency and one or more private developers within an Urban Renewal District. OPAs are used by the URA when entering into an agreement with a private developer for a specific project or public improvement within an Urban Renewal District. The URA may enter into OPAs with several developers within a District or require multiple participants to enter into separate agreements between themselves and the URA regarding the use, reimbursement priority and percentages of reimbursement available from tax increment generated by new development within a District.

The Agency's form OPAs are included as Appendix H and Appendix I. The OPAs require the participant to own or control real estate within the boundaries of the Urban Renewal District and construct specific public infrastructure improvements as set forth in this Plan and as approved by the City of Post Falls. The proponent must pay for the improvements and they must be completed, dedicated to and accepted by the City of Post Falls.

In the OPA, the URA agrees to reimburse specific costs for public infrastructure improvements, once completed and dedicated to the City, by allocating all or a portion of the increase in tax increment accruing from new development to such reimbursement. Infrastructure costs must be documented and reviewed by a third-party engineering firm employed by the URA prior to payment.

The URA's commitment to reimburse a proponent's cost for public infrastructure improvements is entirely contingent on the amount of tax increment generated within the District and expires upon the maturity of the District. Within the OPA, the URA sets the percentage of costs that may be reimbursed from tax increment, based on the type of new development (industrial, technical, commercial and residential). These percentages may range from 100% to 25% with higher percentages allocated to development which supports job growth and economic development.

SECTION 4

USES PERMITTED IN PROJECT AREA

a. Comprehensive and Urban Renewal Plans

The primary objectives for the Urban Renewal Agency are to improve the quality of life, bring economic vitality and improve the aesthetics of the Pleasant View District Area through development and redevelopment. There are two differing sets of land use issues involved in this Plan. The first set deals with the designated or planned land uses of the City of Post Falls' Comprehensive Plan and the second set revolves around existing non-conforming land uses (uses which don't conform to the planned uses in the Comprehensive Plan).

b. Designated Land Uses of the Comprehensive Plan

The Urban Renewal District land uses are consistent with the Future Land Use Map of the Post Falls Comprehensive Plan. If the necessary resources are available, the Urban Renewal Agency will assist any project that desires support, but that project must be consistent with this Urban Renewal Plan and the Comprehensive Plan of the City. The following is a list of the land uses in the Urban Renewal Plan as they are described in the Comprehensive Plan. All proposed uses must comply with the appropriate land use designation in which it will be located.

(1) Regional/Community Commercial/Office/Industrial/Manufacturing

Compatible land uses within the Project Area are to be consistent with the Future Land Use Map of the Comprehensive Plan and the applied zoning district. The intent is to create a mixture of industrial and service commercial users as well as other supporting development for job creation and commerce.

(2) Public Rights-of-Way

As the District is in an area of transition from rural to urban, the public infrastructure needed for utilities, transportation, bike and pedestrian and other public urban infrastructure is required to create an attractive vibrant economic area of the community. Without adequate infrastructure, the area will not be able to reach its economic development potential.

The Urban Renewal Agency deems the creation of a good quality of life for Post Falls citizens and providing associated infrastructure needs as being critical to the attraction of new business and development. The Agency intends to use its resources, plus any additional assistance, which may be derived from any other public or private source for the completion of this critical component.

(3) Interim Uses

There may be a need for the temporary use of vacant properties and/or structures within the Project Area. If these uses are to be supported and/or assisted by the Urban Renewal Agency, they shall be compatible with the current zoning and land use designation of the Comprehensive Plan.

(4) Nonconforming uses

Uses which do not conform to the Pleasant View District Urban Renewal Plan and/or the City of Post Falls Comprehensive Plan and/or zoning district are not eligible for support or assistance from the Urban Renewal Agency.

c. General Controls and Limitations

(1) Construction

All construction which is funded or partially funded by the Urban Renewal Agency as a part of this Plan will be required to meet all applicable City and State specifications. In addition, each project must meet any requirements established by the URA as a condition of assistance. Such requirements may be in the form of additional performance and development standards. Construction may be by the Agency independently, or in conjunction with any other public agency.

(2) Rehabilitation and Retention of Property

Rehabilitation of dilapidated commercial structures is an objective of the URA, in as much as the use of the structure complies with the Plan and revenues are available for assistance. Except in extenuating circumstances, ownership retention will always be a priority for most projects undertaken by the URA.

SECTION 5

PROJECT FINANCING METHODS

Based upon the Project Financing Methods discussed below, it is not anticipated that the Pleasant View District will have any remaining assets on the Termination Date. Provided however, nothing herein shall prevent the Agency from retaining assets or revenues generated from such assets as long as the Agency shall have resources other than Tax Increment Funds to operate and manage such assets.

a. General Description of Financing Methodology

State law provides that urban renewal agencies have the power to finance urban renewal and redevelopment activities and related costs. Agencies can issue both short and long term debt secured by existing and projected revenues. The debt of an urban renewal agency can be its own, or, it can include any assignments of revenues from others. For the most part, urban renewal agencies utilize tax increment financing (TIF) as a key financing tool. However, Idaho Code Section 50-2007(f) allows other financing mechanisms as well. The following are merely illustrative, and is not an all-inclusive list, nor do they bind the Urban Renewal Agency to use one or any of the following financing mechanisms:

- Loans and Bonds
- Advances
- Grants
- Contributions
- Any other forms of financial assistance from public or private sources

The urban renewal agency is authorized to finance the public improvements set forth in this Plan with revenue allocation funds, financial assistance from the City (loans, grants, other financial assistance), State of Idaho, Federal government or other public entities, interest income, developer advanced funds, donations, loans from private financial institutions (bonds, notes, line of credit), the lease or sale of Agency owned property, public parking revenue, or any other available source, public or private, including assistance from any taxing district or any public entity.

The urban renewal agency is also authorized to obtain advances, lines of credit, borrow funds, create indebtedness and use any other lawful source of financing in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from any funds available to the urban renewal agency. The City, as it is able, may also supply additional assistance through City loans and grants for various public facilities. As allowed by law and subject to restrictions as are imposed by law, the urban renewal agency is authorized to issue notes or bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the public improvements set forth in this Plan.

Neither the members of the urban renewal agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The urban renewal agency shall implement revenue allocation financing provisions as authorized by the Act effective upon the approval of this Plan by the City Council and provide notification as required by the Act. These revenue allocation provisions shall apply to all taxing districts which are located in or

overlap the Revenue Allocation Area shown and described in this Plan. The urban renewal agency shall take all actions necessary or convenient to implement these revenue allocation financing provisions. The urban renewal agency specifically finds that the equalized assessed valuation of property within the Revenue Allocation Area is likely to increase as a result of the Initiation of this urban renewal project.

The urban renewal agency, acting by one or more resolutions adopted by its Board, is hereby authorized to apply all or any portion of the revenues allocated to the urban renewal agency pursuant to the Act to pay as costs are incurred (pay-as-you-go) or to pledge all or any portion of such revenues to the repayment of any moneys borrowed, indebtedness incurred, or notes or bonds issued by the urban renewal agency to finance or to refinance the Project Costs (as defined in Idaho Code § 50-2903(14)) of one or more of the Urban Renewal Projects listed in this Plan. The urban renewal agency may consider a note or line of credit issued by a bank or lending institution premised upon the future collection of revenue allocation funds generated by a substantial private development contemplated by the attached Feasibility Study, which would allow the urban renewal agency to more quickly fund the public improvements contemplated by this Plan. Advanced funding and completion of the public improvements set forth in this Plan which are financed by a proponent or developer in anticipation of reimbursement from the tax increment generated by the improvements could achieve the same purpose.

Upon enactment of a City Council ordinance adopting the revenue allocation financing provisions and defining the Revenue Allocation Area described herein as part of the Plan, there shall hereby be created a special fund of the Agency into which the County Treasurer shall deposit allocated revenues as provided in Idaho Code § 50-2908. The urban renewal agency shall use such funds solely in accordance with Idaho Code § 50-2909 and solely for the purpose of providing funds to pay the Project Costs, including any incidental costs, of the Urban Renewal Projects set forth in this Plan, as the urban renewal agency may determine by resolution or resolutions of its Board.

A listing of the proposed public improvements and facilities, a schedule of improvements, an economic feasibility study, estimated project costs, projected fiscal impact upon other taxing districts, and methods of financing project costs required by Idaho Code § 50-2905 is included in this Plan. This statement necessarily incorporates estimates and projections based on the current market conditions and present knowledge and expectations of the urban renewal agency and its consultants. The urban renewal agency is hereby authorized to adjust the presently anticipated urban renewal projects and use of revenue allocation financing of the related Project Costs if the Board deems such adjustment necessary or convenient to effectuate the general objectives of the Plan in order to account for revenue inconsistencies and unknown future costs. The urban renewal agency's revenue and the ability to fund reimbursement of eligible Project Costs shall be more specifically detailed in the agency's annual budgets over the term of this Plan.

Tax increment revenues will continue to be allocated to the urban renewal agency until termination of the revenue allocation area as set forth in this Plan. The attached Feasibility Study incorporates estimates and projections based on the present knowledge and expectations of the urban renewal agency and its consultants, concerning the length of time to complete the improvements and estimated future revenues. Completion of the public improvements set forth in this Plan may take longer to

complete, depending on the significance and timeliness of new development within the proposed urban renewal district. Alternatively, the proposed public improvements may be completed earlier if revenue allocation proceeds are greater than projected or the urban renewal agency obtains additional funds.

b. Loans and Bonds

(1) Tax Increment Funds

Tax increment financing is the principal method of financing the public costs of redevelopment. "Ad Valorem" property taxes generated from the increase in assessed valuation of property values, created by new development within a specified project area, is the major source of tax increment revenue. The assessed valuation at the time of adoption of the urban renewal plan becomes the base year value and is frozen at that level for the purpose of distribution of taxes to the various affected taxing entities (except schools). Each fiscal year, following the adoption of an urban renewal plan, the taxes generated by the assessed valuation that exceeds the base year level (known as tax increment) is paid to the urban renewal agency. The URA in turn utilizes these funds for the repayment of debt incurred by the URA in connection with redeveloping the project area.

When an urban renewal project is approved, there isn't any tax increment immediately available to the agency. The fiscal year following the adoption of the project there is an opportunity for some tax increment to be generated, but only if the assessed valuation of the area has increased from the prior year.

Normally very little funding is available within the first few years of a project. Therefore, funding for the initial cost of a project and the costs of implementation must be provided from other sources.

(2) Loans

The urban renewal agency may negotiate long or short term loans to fund the public improvements set forth in this Plan. The loans may be secured by the current or projected stream of revenue received from the tax increment funds provided by new development within an urban renewal district. The loan or loans must be fully repaid prior to the maturity date of the urban renewal district.

(3) Bonds or Bond Anticipation Notes

The urban renewal agency may sell tax exempt bonds to finance the public improvements set forth in this Plan. The bonds must be fully repaid prior to the maturity date of the urban renewal district.

The urban renewal agency may also consider the use of bond anticipation notes. Such notes may be utilized when an agency needs to raise higher levels of financing than the current tax increment may support. These notes can provide funding which can encourage private development in the early stages of the project when "seed" capital is needed most. The basic assumption of note financing is that tax increments will grow substantially over several years,

due in part or whole to the construction of the public improvements funded by the note proceeds, and that the increased tax increment will allow the agency to repay the notes by securing a loan or selling bonds. Bond anticipation notes can be negotiated with interest only payments for the short duration of the financing term, with all principal coming due in anticipation of a fully amortized standard loan or bond financing.

(4) 63 – 20 Financing

An alternative method of obtaining tax-exempt financing is available under the Internal Revenue Code. This method of financing is commonly referred to as "63-20" financing. The term "63-20" comes from the Department of Treasury Revenue Ruling 63-20 which first described and authorized this type of tax-exempt financing (in 1963). Revenue Procedure 82-26 compiles all of the interpretations and expansions of Revenue Ruling 63-20.

In a 63-20 financing, a nonprofit corporation may issue tax-exempt debt for the purpose of financing facilities as long as certain requirements are met. The most well-known requirement is that title to the facilities must be transferred to a governmental entity when the debt is retired. Interest on a 63-20 debt is exempt from federal income taxation. Therefore, the cost of capital is lower than it would be in the conventional capital markets.

Historically, 63-20 debt was primarily used for nonprofit corporations, qualified under Section 501(c) (3) of the Internal Revenue Code, to access the tax-exempt bond market. 63-20 debt is sold as tax-exempt bonds generally in the same financial markets as governmental tax-exempt bonds. The interest rates may be comparable, depending upon the credit strength of the collateral security.

(c) Grants

(1) Community Development Block Grants

The Community Development Block Grants (CDBG) program replaced a number of specific aid programs (such as the former federal Urban Renewal program) to allow local communities broader discretion in the administration of community development funds. Eligible activities include acquisition of property, clearance and demolition, relocation, public facilities and historic preservation. The funds must be targeted to specific areas to benefit low and moderate income persons or to eliminate slums and blight. CDBG funds are widely used throughout the state for economic development.

(2) Opportunity Fund

The Idaho Opportunity Fund (IOF) is a discretionary grant program that was established in 2013 with the intent of serving as a "deal closing fund" to strengthen Idaho's competitive ability to support expansion of existing Idaho businesses and recruit new companies to the state, ultimately creating new jobs and economic growth in Idaho. Beyond the requirements of other grant programs offered through the state of Idaho, the Idaho Opportunity Fund requires three key components:

- (a) Eligible Applicants: Idaho local governments (cities, counties, towns, etc.).
- (b) Eligible Projects: Costs that are incurred with the purpose to retain, expand or attract jobs to the State of Idaho. Projects include construction of, or improvements to, new or existing water, sewer, gas or electricity utility systems, construction, upgrade or renovation of other infrastructure related items including, but not limited to, railroads, broadband, parking lots, roads or other public costs that are directly related to specific job creation or expansion projects.
- (c) Community Match: The local government must be able to provide an allowable match in a negotiated amount that represents a material commitment from the local government that is commensurate with the local government's financial condition.

(3) Federal Economic Development Assistance (EDA) Grant

EDA's Public Works and Economic Adjustment Assistance (EAA) programs provide economically distressed communities and regions with comprehensive and flexible resources to address a wide variety of economic needs. Projects funded by these programs will support projects leading to the creation and retention of jobs and increased private investment, advancing innovation, enhancing the manufacturing capacities of regions, providing workforce development opportunities, and growing ecosystems that attract foreign direct investment.

There are no submission deadlines for these grants. Applications are accepted on an ongoing basis.

(4) Federal BUILD Grant

The City of Post Falls has applied for a Federal BUILD Grant to assist in funding a portion of the public improvements planned for this urban renewal District. A copy of that grant application is enclosed as Appendix K.

(d) Other financing options:

(1) Local Improvement Districts

Local Improvement Districts (LID) have been used to fund public improvements that benefit private development. LID's place upon the benefited property the costs which are not borne by the urban renewal agency (or city). The State of Idaho has determined that LID's are a legal means for a city to fund such improvements. Formation of an LID requires the approval of a majority of the property owners in the affected area. The costs of the improvements are determined, and each property is assigned its prorated share. The LID expenses are paid off via the tax rolls over a predetermined period of time (usually 15 to 20 years).

(2) Tax Increment Guarantees

The willingness, or ability, of an urban renewal agency to incur project financial obligations for a specific development MUST be based on a realistic and conservative projection that the development will produce tax increments in a certain amount, within a definite period of time to fully repay the debt. As an inducement to the urban renewal agency to proceed with its part of the development activities, such as paying for the costs of public facilities to serve the

development, a developer may agree to guarantee to the URA the receipt of tax increments from the development in the amount and by the time projected.

(3) Certificates of Participation

Certificates of Participation (COP's) provide long term financing through a lease with an option to purchase (also called a conditional sale agreement). This financing method is used for long term financing of major projects such as public facilities, parking garages, and recreational activities. Where applicable, this financing method can also be used to finance the acquisition of motorized equipment, communications equipment, computers, and other major items of equipment.

When a public sale of a lease, or COP's in a lease, is planned the principle parties include:

- The public agency
- A bank, financial institution or lender (buys the present value of future lease payments)
- Purchasers or investors (purchase the COP's)
- A trustee (holds security for payment of lease – if any)
- An escrow agency (the trustee may also be the escrow agency)

Lease agreements are for one year at a time resulting in the COP's commanding a higher interest rate. The URA would also have to comply with state public bidding for construction laws, usury and legal interest rate laws authorizing the lease and disclosure requirements.

(4) Joint Powers Authority

By agreement multiple public entities with common powers may form a Joint Powers Authority (J.P.A.) when it is to the advantage of those agencies to consolidate their forces to construct a public use facility or issue debt for public purposes that when done separately would be less advantageous. A joint exercise of power agreement must be approved by the participating entities in order to utilize a J.P.A. The security of any issue of a J.P.A. will depend upon the existing or projected cash flows, reserves, and other capital resources of the participating agencies and the approved obligations of each agency. In some cases it may be advantageous for the URA to form a J.P.A. before debt obligations are approved by the individual agencies.

The Post Falls Urban Renewal Agency has a long history of successful operation and has operational funding available in its General Fund. The Agency has consistently required Proponents and developers within its Urban Renewal Districts to pay for required public improvements, to have the City of Post Falls approve the construction of the public improvements, and to require that those improvements be dedicated to, and accepted by, the City prior to receiving any reimbursement from tax increment created by new development within the District. Reimbursement of Proponent costs for the dedicated public improvements is fully contingent upon the generation of tax increment by new development within and over the life of the Urban Renewal District.

This is a conservative and prudent approach to the use of urban renewal and has served the Post Falls URA well over its many years of operation. As a District matures and has a consistent record of generating tax increment, which can be accurately forecast into the future, the Post Falls Urban Renewal Agency has issued Tax Anticipation Bonds and has secured standard bank financing for certain projects, but only when such projects can be conservatively forecast to fully repay any outstanding debt.

The Post Falls URA intends to take this conservative approach to financing for all of the proposed public infrastructure improvements planned for the Pleasant View District. This section of the Plan is intended to illustrate the options available to the Urban Renewal Agency for financing planned improvements; however, the use of many of these options is not anticipated.

SECTION 6
REVENUE ALLOCATION AREA

- a. Revenue Allocation Area Legal Description**
- b. Revenue Allocation Area Map**

**LEGAL DESCRIPTION
URBAN RENEWAL DISTRICT**

**a. THE REVENUE ALLOCATION AREA FOR THE PLEASANT VIEW URBAN RENEWAL PROJECT AREA AS
DEFINED BY THE FOLLOWING DESCRIBED BOUNDARY:**

That portion of the southwest quarter, southeast quarter, northwest quarter and the northeast quarter of Section 20, the southwest and the northwest quarter of Section 21, the southwest quarter, northwest quarter and the northeast quarter of Section 29, the southeast quarter and northeast quarter of Section 30, the southeast quarter and the northeast quarter of Section 31 and the southwest quarter and the northwest quarter of Section 32 of Township 51 North, Range 5 West, and the northwest quarter of Section 5 and the northeast quarter of Section 6 of Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the southwest quarter of said Section 20; Thence along the West line of said Section 20, North 00° 19' 43" East a distance of 1369.99 feet;

Thence South 88° 53' 50" East a distance of 203.92 feet to the beginning of a curve to the left having a radius of 1055.00 feet; Thence northeasterly along said curve, through an arc length of 644.04 feet, a central angle of 34° 58' 38", a chord bearing of North 73° 36' 51" East and a chord distance of 634.09 feet;

Thence North 56° 06' 34" East a distance of 168.41 feet;

Thence North 31° 28' 16" West a distance of 1080.31 feet to the southeasterly right of way of Burlington Northern Railroad;

Thence along said southeasterly right of way the following 7 courses:

- 8) North 58° 32' 15" East a distance of 1761.29 feet;
- 9) North 58° 18' 23" East a distance of 162.89 feet;
- 10) North 57° 30' 20" East a distance of 162.89 feet;
- 11) North 56° 42' 17" East a distance of 162.89 feet;
- 12) North 55° 44' 21" East a distance of 151.94 feet;
- 13) North 54° 59' 32" East a distance of 151.94 feet;
- 14) North 54° 14' 43" East a distance of 151.94 feet to the East line of the northwest quarter of said Section 20;

Thence along said East line, South 00° 45' 05" West a distance of 80.20 feet;

Thence South 36° 31' 00" East a distance of 1034.64 feet;

Thence North 56° 17' 08" East a distance of 26.56 feet;

Thence South 36° 31' 00" East a distance of 1022.33 feet;

Thence North 56° 21' 46" East a distance of 1708.44 feet to the East right of way of McGuire Road;

Thence along said East right of way, South 00° 46' 07" West a distance of 2683.67 feet;

Thence North 88° 33' 10" West a distance of 25.23 feet;

Thence North 88° 40' 23" West a distance of 198.36 feet;

Thence South 00° 41' 37" West a distance of 693.28 feet to the South right of way of Prairie Avenue;

Thence along said South right of way, North 87° 13' 16" West a distance of 116.82 feet;

Thence along said South right of way, North 01° 17' 09" East a distance of 5.00 feet;

Thence along said South right of way, North 88° 38' 57" West a distance of 247.83 feet;

Thence North 00° 44' 19" East a distance of 684.98 feet;

Thence North 88° 42' 12" West a distance of 1371.81 feet;

Thence South 00° 44' 19" West a distance of 684.55 feet to the South right of way of Prairie Avenue;

Thence along said South right of way, North 88° 41' 08" West a distance of 696.10 feet;

Thence along said South right of way, South 00° 18' 29" West a distance of 32.28 feet;

Thence along said South right of way, North 88° 50' 39" West a distance of 2511.11 feet;

Thence South 44° 36' 59" West a distance of 59.14 feet;

Thence South 00° 28' 07" West a distance of 185.77 feet to the northerly right of way of Burlington Northern Railroad;

Thence along said northerly right of way, South 54° 29' 42" East a distance of 2351.67 feet to the West line of the East 611.12 feet of said northwest quarter;

Thence along said West line, South 00° 18' 18" West a distance of 1065.32 feet to the South line of an unnamed road right of way of Plat No. 7 Greenacres Irrigation District recorded in Book B of Plats, Page 63, records of Kootenai County, Idaho, said road currently known as Grange Avenue;

Thence along said South line, North 88° 20' 43" West a distance of 1034.15 feet to the northwest corner of said Lot 77 of said Plat No. 7;

Thence along the West line of said Lot 77, South 00° 30' 49" West a distance of 641.04 feet to the northwest corner of Lot 84 of said Plat No. 7;

Thence along the West line of said Lot 84, South 01° 04' 06" West a distance of 639.77 feet to the southwest corner of said Lot 84;

Thence South $00^{\circ} 15' 41''$ West a distance of 40.00 feet to the northwest corner of Lot 109 of said Plat No. 7;

Thence along the West line of said Lot 109, South $00^{\circ} 03' 24''$ East a distance of 640.44 feet to the northeast corner of Lot 115 of said Plat No. 7;

Thence along the North line of said Lot 115 and the North line of Lot 114 of said Plat No. 7, North $88^{\circ} 23' 33''$ West a distance of 660.86 feet to the northwest corner of said Lot 114;

Thence along the West line of said Lot 114, South $00^{\circ} 43' 52''$ West a distance of 632.86 feet to the North line of an unnamed road right of way of said Plat No. 7, said road is currently known as Poleline Avenue;

Thence along the North right of way of said Poleline Avenue, South $88^{\circ} 20' 31''$ East a distance of 992.40 feet to the northerly extension of the East line of Lot 13 of Plat No. 5 Greenacres Irrigation District as recorded in Book B of Plats, Page 70, records of Kootenai County, Idaho;

Thence along said northerly extension and the East line of said Lot 13, South $00^{\circ} 39' 04''$ West a distance of 679.54 feet to the southeast corner of said Lot 13;

Thence along the South line of said Lot 13 and the South line of Lot 14 of said Plat No. 5, North $88^{\circ} 18' 59''$ West a distance of 662.40 feet to the northwest corner of Lot 19 of said Plat No. 5;

Thence along the west line of said Lot 19, South $00^{\circ} 38' 13''$ West a distance of 639.31 feet to the North line of an unnamed road right of way of said Plat No. 5, said road currently known as Yukon Avenue.

Thence along the North line of said Yukon Avenue, South $88^{\circ} 17' 20''$ East a distance of 1324.48 feet to the northerly extension of the East line of Lot 43 of said Plat No. 5;

Thence along said northerly extension and the East line of said Lot 43, South $00^{\circ} 39' 58''$ West a distance of 679.96 feet to the southeast corner of said Lot 43;

Thence along the South line of said Lot 43 and the South line of Lot 44 of said Plat No. 5, North $88^{\circ} 15' 39''$ West a distance of 662.07 feet to the northwest corner of Lot 53 of said Plat No. 5;

Thence along the West line of said Lot 53 and the southerly extension of said West line, South $00^{\circ} 39' 07''$ West a distance of 685.69 feet to the South line of an unnamed road right of way of Plat No. 10 Greenacres Irrigation District as recorded in Book B of Plats, Page 100, records of Kootenai County, Idaho, said road currently known as Lark Avenue.

Thence along said South line, North $88^{\circ} 15' 27''$ West a distance of 330.90 feet to the northwest corner of Lot 4 of said Plat No. 10;

Thence along the West line of said Lot 4 and the southerly extension of said West line, South $00^{\circ} 06' 19''$ West a distance of 1119.46 feet to the southerly line of Spokane International Railroad right of way;

Thence along said southerly line, South 61° 36' 15" West a distance of 1075.63 feet to the East right of way of Pleasant View Road as shown on a record of survey recorded in Book 23 of Surveys, Pages 20, 20A, 20B and 20C as Instrument Number 1903826 records of Kootenai County, Idaho;

Thence along said East right of way, South 00° 55' 03" West a distance of 864.20 feet;

Thence along said East right of way, South 25° 30' 55" East a distance of 48.03 feet to the North right of way of Seltice Way;

Thence along said North right of way, South 88° 21' 40" East a distance of 203.71 feet;

Thence South 01° 27' 15" West a distance of 135.48 feet to the South right of way of Seltice Way;

Thence along said North right off way, North 88° 32' 30" West a distance of 260.68 feet to the East right of way of said Pleasant View Road;

Thence along said East right of way, South 00° 55' 00" West a distance of 249.21 feet;

Thence North 88° 17' 03" West a distance of 73.40 feet to the West right of way of said Pleasant View Road;

Thence along said West right of way, North 00° 55' 28" East a distance of 264.77 feet to the South right of way of said Seltice Way;

Thence along said South right of way, North 88° 31' 22" West a distance of 235.37 feet;

Thence North 01° 26' 28" East a distance of 108.73 feet to the North right of way of said Seltice Way;

Thence along said North right of way, South 88° 36' 05" East a distance of 234.60 feet to the West right of way of said Pleasant View Road

Thence along the West right of way of Pleasant View Road per said Record of Survey, the following 15 courses:

- 16) North 00° 55' 03" East a distance of 2299.21 feet;
- 17) South 89° 04' 57" East a distance of 10.00 feet;
- 18) North 00° 55' 03" East a distance of 296.83 feet;
- 19) North 00° 26' 56" East a distance of 421.53 feet;
- 20) North 89° 33' 04" West a distance of 10.00 feet;
- 21) North 00° 26' 56" East a distance of 804.55 feet;
- 22) South 89° 33' 04" East a distance of 10.00 feet;
- 23) North 00° 26' 56" East a distance of 1411.53 feet;
- 24) North 89° 33' 04" West a distance of 10.00 feet
- 25) North 00° 28' 07" East a distance of 2639.51 feet;
- 26) North 00° 28' 07" East a distance of 810.28 feet;
- 27) South 89° 31' 53" East a distance of 20.00 feet;
- 28) North 00° 28' 07" East a distance of 1069.69 feet;
- 29) North 89° 31' 53" West a distance of 10.00 feet;

30) North 00° 28' 07" East a distance of 389.53 feet to the southwesterly right of way of said Burlington Northern Railroad;

Thence along said southwesterly right of way, North 54° 29' 03" West a distance of 365.66 feet;

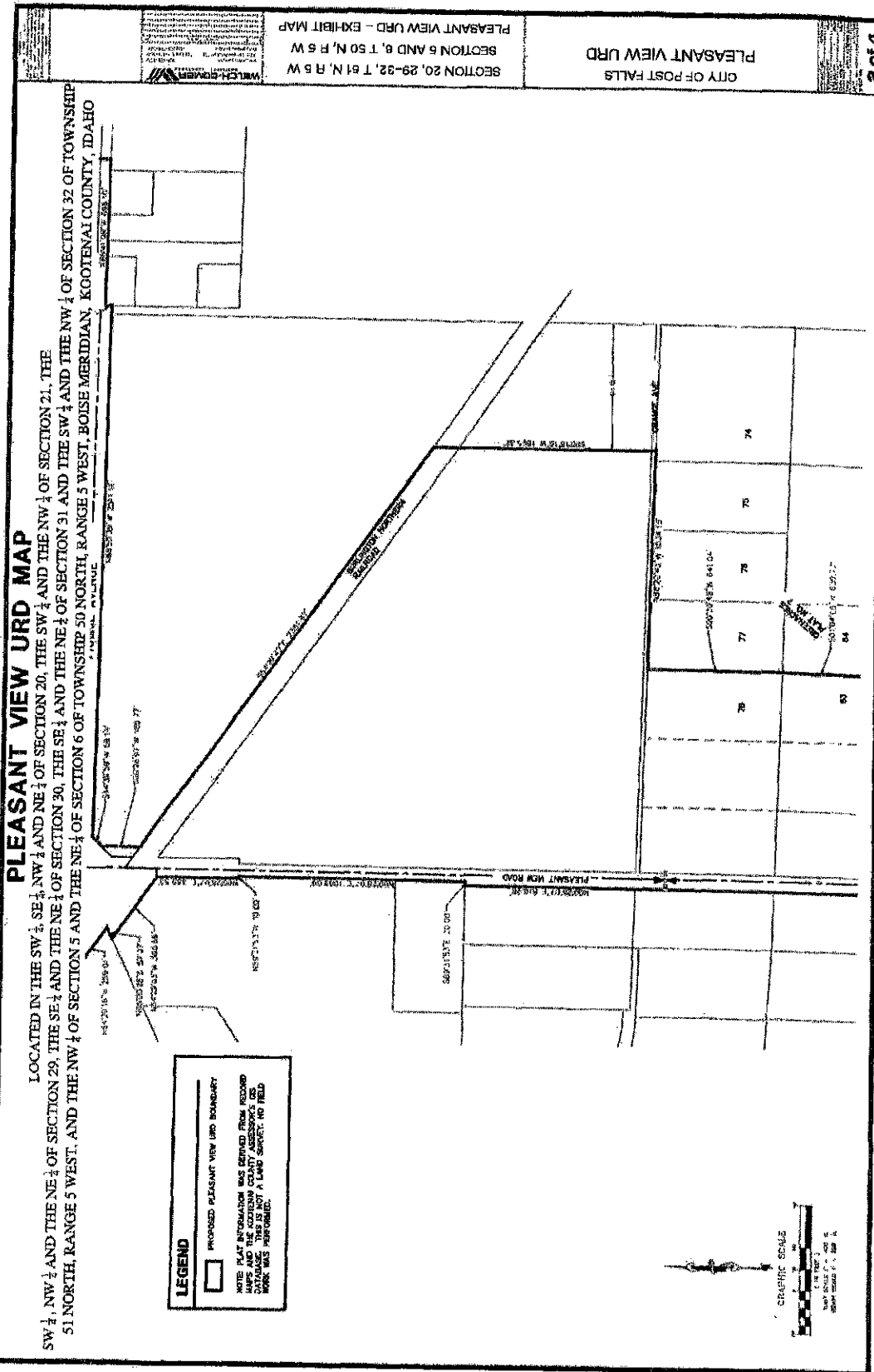
Thence along said southwesterly right of way, North 65° 00' 28" East a distance of 57.37 feet;

Thence along said southwesterly right of way, North 54° 29' 18" West a distance of 259.01 feet to the North line of the northeast quarter of said Section 30;

Thence along said North line, South 87° 59' 55" East a distance of 499.79 feet to the **POINT OF BEGINNING**;

Containing 26,175,309 square feet or 600.902 acres more or less.

This description was compiled from Kootenai County Assessor's Office GIS files and Record of Survey Recorded in Book 23 of Surveys, Pages 20, 20A, 20B and 20C and does not constitute a surveyed description of the actual parcel. No field surveys were performed.



PLEASANT VIEW URD MAP

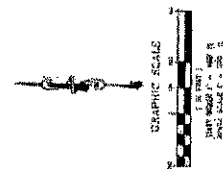
LOCATED IN THE SW 1/4, SE 1/4, NW 1/4 AND NE 1/4 OF SECTION 20, THE SW 1/4 AND THE NW 1/4 OF SECTION 21, THE SW 1/4, NW 1/4 AND THE NE 1/4 OF SECTION 29, THE SE 1/4 AND THE NE 1/4 OF SECTION 31 AND THE SW 1/4 AND THE NW 1/4 OF SECTION 32 OF TOWNSHIP 51 NORTH, RANGE 5 WEST, AND THE NW 1/4 OF SECTION 5 AND THE NE 1/4 OF SECTION 6 OF TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



LEGEND

PROPOSED PLEASANT VIEW URD BOUNDARY

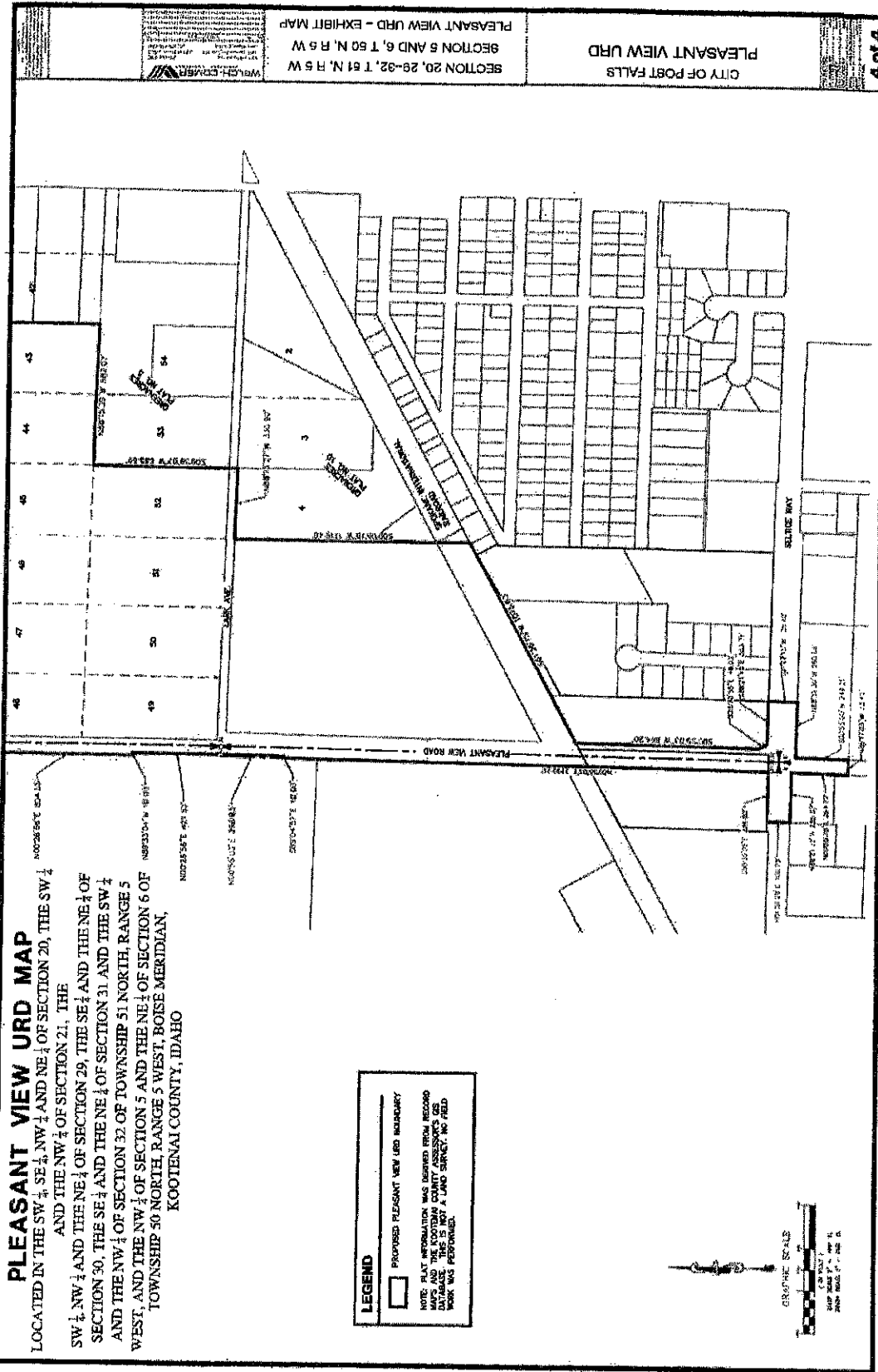
NOTE: PLAT INFORMATION WAS DERIVED FROM RECORD MAPS AND THE KOOTENAI COUNTY ASSESSOR'S DATABASE. THIS IS NOT A LAND SURVEY. NO FIELD WORK WAS PERFORMED.



SECTION 20, 29-32, T 61 N, R 5 W
SECTION 5 AND 6, T 50 N, R 5 W
PLEASANT VIEW URD - EXHIBIT MAP

CITY OF POST FALLS
PLEASANT VIEW URD

3 of 4



Affected Agencies

The following is a list of agencies which are affected by the "Pleasant View District Urban Renewal Plan".

1. City of Post Falls
2. Post Falls School District #273
3. Kootenai County
4. North Idaho College
5. Kootenai County Fire & Rescue
6. Post Falls Highway District
7. Community Library
8. Kootenai Emergency Management Services

Pursuant to Idaho Code §50-2908, the Agency is not entitled to revenue allocation proceeds from certain levy increases which are allowed by either specific statutory authorization or approved by an election of the qualified electors of the particular taxing district. Therefore, for any levy election, the Agency will not receive revenue allocation funds which would have been generated by imposing that levy on the assessed valuation within the Project Area. The Study has taken this statute into account.

Recent changes in Idaho tax law have neutralized the benefits and drawbacks to the creation of Tax Allocation Districts and Urban Renewal Districts. Currently, the budgets of public agencies are restricted to 3% annual growth from property taxes. At the maturity of an Urban Renewal District, the full amount of the tax increment generated over the life of the District is reallocated to the individual taxing entities.

The Post Falls Urban Renewal Commission has successfully closed four urban renewal districts. Each of these districts was closed prior to its maturity date and the tax revenues derived from the increased development created within each of those districts, totaling \$2,686,704 per year returned to the taxing entities. The taxable value of the properties located within those four urban renewal districts had an average increase of 640% over the base value at the time each of the Districts was created.

The Chart below shows the base taxable value for each of the urban renewal Districts that the Post Falls Urban Renewal Commission has closed, the taxable value at the time the Districts were closed, and the increase in taxable value created by new development stimulated by the public improvements within those Districts. The Chart also shows the annual tax revenue available to the taxing entities at the time each District was closed:

District	Base Value	Increase in Value	Total Taxable Value	% Increase	Annual Tax Revenue
W. Seltice	\$ 9,451,302	\$55,571,328	\$65,022,630	588%	\$1,019,516
Riverbend	\$ 3,785,643	\$56,694,325	\$60,479,968	1,497%	\$ 810,119
City Center	\$14,155,097	\$40,350,220	\$54,505,317	285%	\$ 515,016
W. Seltice II	\$ 1,719,589	\$33,718,921	\$35,438,510	1,961%	\$ 342,053

In addition, as each district was closed a rebate of prior year's tax increment received by the URA, but not used ranging from several hundred thousand to several million dollars in tax increment collected by the URA was returned to the taxing entities upon the closing of each District.

Over the next three years, the Post Falls Urban Renewal Agency will close three existing urban renewal Districts. The tax revenues derived from the increased development created within each of those districts *–using today's levy rate and only those new developments currently on the tax rolls –* will total \$4,741,266 per year which will be available for the taxing entities to include in their budget over the next three years. In reality, based on current construction activity within each of these Districts, the annual tax revenues projected to be returned to the taxing entities may well exceed \$ 5 MILLION per year. Based on current values, the taxable value of the properties located within those three urban renewal Districts has increased more than 741% over the base value at the time each of the Districts was created.

The Chart below shows the base taxable value for each of the urban renewal Districts that will close in the next three years, the current taxable value of properties located within each of these Districts and the increase in taxable value – *based on today's values and not including a number of properties that are currently under construction, but not yet on the tax rolls* – created by new development stimulated by the public improvements made within those Districts. The Chart also shows the current tax revenues generated within each of the Districts:

District	Base Value	Increase In Value	Total Taxable Value	% Increase	Annual Tax Revenue
Expo	\$ 4,716,720	\$ 44,484,470	\$ 49,201,190	943%	\$ 415,442
Center Point	\$ 1,395,916	\$ 86,682,734	\$ 88,078,650	6,210%	\$ 809,532
East Post Falls	\$62,413,796	\$ 376,516,252	\$438,930,048	603%	\$3,516,293

The tax increment derived from new development within closed Urban Renewal Districts has allowed the various taxing entities to reduce their tax levy rates providing lower property taxes to the citizens of the City of Post Falls, those being served by the other taxing entities and to the citizens of Kootenai County.

SECTION 7

ACTIONS BY CITY COUNCIL

Pursuant to Idaho Code Section 50-2015, the City shall aid and cooperate with the URA in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes and objectives of this Plan. Urban Renewal is both a public / private partnership to support growth and economic development and a direct partnership between the City and the Urban Renewal Agency to expand the City's economic base, create jobs and improve public infrastructure.

The City and the Urban Renewal Agency have a consistent and successful record of partnership resulting in a number of major public infrastructure improvements, including the Greensferry Overpass. Within the context of the proposed new Urban Renewal District, the City will agree to assist and support the URA in preventing and eliminating the spread and/or recurrence of conditions causing blight in the proposed District.

Actions by the City shall include, but are not limited to, the following:

- Reviewing and approving this Urban Renewal Plan.
- Following Planning & Zoning Commission review and City Council review, acceptance and adoption of the Plan, making such findings and taking such actions as are required to create the proposed Urban Renewal District.
- Initiating and completing those proceedings necessary for changes in improvements in private and publicly owned utilities within or affecting the Project Area.
- Revising of zoning or other standards (if necessary) within the Project Area to permit the development authorized by this Plan.
- Imposition, wherever necessary, through the use of special use permits or other means of appropriate controls within the limits of this Plan upon parcels of land within the Project Area to ensure their proper development and use.
- Where possible, preservation of historical sites shall have a high priority in achieving development objectives.
- Performance of the above actions and all other functions and services relating to public health, safety, and physical development normally rendered in accordance with the schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.

- If necessary, institution and completion of proceedings for the establishment of a Local Improvement District, or districts under Chapter 17, Title 50, Idaho Code.
- Administration of Community Development Block Grants and / or other state / federal funds that may be available and are used for the purposes of this Plan.
- The undertaking and completion of any other proceedings necessary to carry out the Plan including but not limited to authorizing the Agency to fully utilize whatever eminent domain powers it has given the recent legislative amendments to the Idaho Code Sections 7-701A and 50-2010, or utilizing the City's own eminent domain powers.
- Entering into appropriate agreements with the URA for administration, supporting services, funding sources, and other similar needs.
- The actions listed above which are to be taken by the City do not constitute any commitment for financial outlay by the City.

SECTION 8 ENFORCEMENT

The enforcement and administration of this Plan, including the preparation and execution of all documents used for the implementation of the Plan, shall be performed by the URA and/or the City of Post Falls. The provisions of the Pleasant View District Plan and other documents used pursuant to this Plan may also be enforced by legal proceedings instituted by either the City or the URA. Remedies include, but are not limited to the following:

- Specific performance
- Damages
- Injunctions
- Other appropriate remedies

SECTION 9

PLAN DURATION

Except for the nondiscrimination and non-segregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty (20) years from the effective date of the Plan subject to modifications and/or extensions set forth in Idaho Code § 50-2904. The revenue allocation authority will expire on June 1, 2041 except for any revenue allocation proceeds received in the calendar year 2042, as contemplated by Idaho Code § 50-2905(7).

SECTION 10 PLAN AMENDMENT PROCEDURES

The Pleasant View District Plan is subject to the plan modification limitations and reporting requirements set forth in Idaho Code § 50-2903A. Subject to limited exceptions as set forth in Idaho Code § 50-2903A, if this Plan is modified by a City Council ordinance, then the base value for the year immediately following the year in which modification occurs shall be reset to the then current year's equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency's revenue stream. Should the Agency have any outstanding financial obligations, the City shall not adopt an ordinance modifying this Plan unless written consent has been obtained by any creditors, including but not limited to developers who have entered into reimbursement agreements with the Agency.

A modification shall not be deemed to occur when "there is a plan amendment to make technical or ministerial changes to a plan that does not involve an increase in the use of revenues allocated to the Agency." Idaho Code § 50-2903A (1)(a)(i). Annual adjustments as more specifically set forth in the Agency's annual budget will be required to account for more/less estimated revenue and project timing without increasing the use of revenues allocated to the Agency pursuant to Idaho Code Section 50-2908 as a result of this Plan and the RAA. Any adjustments for these stated purposes are technical and ministerial and are not modifications under Idaho Code § 50-2903A.

Where a proposed modification substantially alters the adopted Plan, the modifications must be approved by the Urban Renewal Agency, the City Planning and Zoning Commission and the City Council in the same manner as the original Plan. Substantial changes for Council purposes shall include revisions to the following:

- Project area boundaries
- Permitted land uses
- Land Acquisition
- Changes to plan objectives

SECTION 11
ECONOMIC FEASIBILITY STUDY

208-664-9382
208-664-5946 (fax)

330 E. Lakeside Avenue, Suite 101
Coeur d'Alene, ID 83814

FEASIBILITY STUDY REPORT

FOR

PLEASANT VIEW URBAN RENEWAL DISTRICT

SUBMITTED TO CITY OF POST FALLS

APRIL 2021

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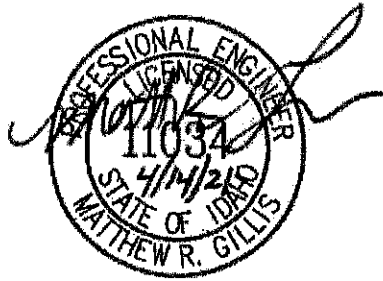
WELCH-COMER
ENGINEERS SURVEYORS



FEASIBILITY STUDY REPORT FOR PLEASANT VIEW URBAN RENEWAL DISTRICT

PROJECT NO. 41354.03.0

SUBMITTED TO:
CITY OF POST FALLS



APRIL 2021

PREPARED BY:

WELCH-COMER 
ENGINEERS | SURVEYORS

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Coeur d'Alene, ID 83814
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HEARTLAND

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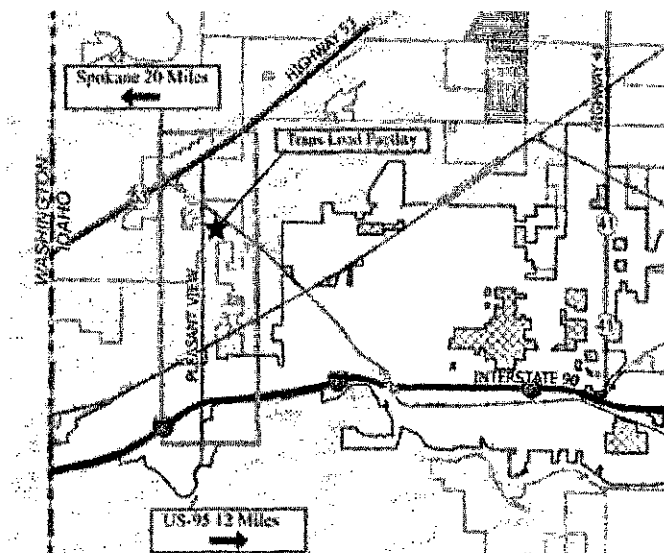
EXHIBITS

- A. Proposed URD Boundary
- B. Phasing Plan
- C. Annexation Map
- D. Scenario 2 Infrastructure Costs
 - D.1 Scenario 2 Infrastructure Costs (Phase 1)
 - D.2 Scenario 2 Infrastructure Costs (Phase 2 & 3)
 - D.3 Scenario 2 Infrastructure Costs (Phase 4)
 - D.4 Scenario 2 Infrastructure Costs (Phase 5)
- E. Parcel Map
- F. Supplemental Funding Options Analysis
 - F.1 URD Cash Flows Timeline – 25% Option
 - F.2 URD Cash Flows – 25% Option
 - F.3 URD Cash Flows Timeline – 50% Option
 - F.4 URD Cash Flows – 50% Options
 - F.5 URD Cash Flows Timeline – 75% Option
 - F.6 URD Cash Flows – 75% Option

I. Introduction

The City of Post Falls has long seen the strategic benefit of an industrial corridor along Pleasant View Road. The proximity to the Idaho/Washington state line, access to rail, access to SH 53 and access to Interstate 90 are some of the many attractive attributes.

In the Fall of 2020, the City of Post Falls produced and approved an Eligibility Report in accordance with the applicable sections of Idaho Code. That report demonstrated the proposed Pleasant View Urban Renewal District met several of the necessary criteria to be deemed eligible for urban renewal.



The purpose of this document is to determine the *financial feasibility* of the same proposed district. A financially feasible district would be expected to generate sufficient incremental property tax revenue to support the infrastructure investment required to make the area suitable for redevelopment.

The proposed Urban Renewal District ("URD") comprises 600 acres in the Pleasant View Road corridor, all located on the east side of the roadway, between Seltice Way and just north of Prairie Avenue. The 600 acres includes all public right of way. Including only the parcels, this proposed URD is 552 acres. The district also expands as far east as McGuire Road for the parcels north of Prairie Avenue. See Exhibit A for proposed boundary.

The consulting team, comprised of Heartland and Welch Corner, has created an infrastructure plan and financial model to evaluate the financial viability of creating an urban renewal district to provide a payback mechanism for upfront infrastructure investment to facilitate redevelopment.

II. Infrastructure Phasing

To model projected tax revenues from future redevelopment in the Pleasant View URD, it is critical to anticipate future development patterns and align the timing and scope of infrastructure investment accordingly. Early in this feasibility study,

City staff, Welch Corner and Heartland (Team) worked closely together to develop three potential phasing scenarios:

Scenario 1: Pleasant View develops gradually from south to north.

Scenario 2: The transload facility (Parcel no. 9 on Exhibit E) develops first followed by the residential, industrial & commercial mixed use to the north of Prairie Avenue, while the industrial along Pleasant View, south of transload, develops gradually over time.

Scenario 3: The residential, industrial & commercial land north of Prairie Avenue develops first followed by the transload facility while the remaining industrial along Pleasant View develops over time.

After careful market analysis, meetings with property owners within the proposed district, and infrastructure cost analysis, this Urban Renewal District will likely develop most closely to Scenario 2, which is demonstrated within the financial analysis in Section V and shown in Exhibit F.

III. Infrastructure Needs

Existing Infrastructure

The segment of Pleasant View Road within the proposed urban renewal district is approximately 2.2 miles long and consists of portions of 5-lane urban roadway and 2-lane rural roadway. Pleasant View is crossed by both the Union Pacific Railroad (south end) and Burlington Northern Santa Fe Railroad (north end).

No public water or sewer infrastructure is currently available within this segment of Pleasant View. However, adequate connections for both currently exist at the intersection of Pleasant View and Seltice Way.

Required Infrastructure

The Team reviewed existing City of Post Falls utility master plan documents, carefully planned the phasing, and estimated the cost of necessary infrastructure. Because no utilities exist today, and those that do are approximately two miles from the Phase 1 development, the initial costs are high. To reduce the financial burden on Phase 1, some infrastructure costs are delayed to later phases. This is primarily the case with roadway improvements. Only those road improvements necessary for safety and access are included in Phase 1. Roadway widening, railroad crossings, and some intersection improvements are addressed in later phases.

This is also true for sanitary sewer, albeit to a lesser extent. Instead of the large upfront cost of large pressure and gravity sewers mains, Phase 1 utilizes a smaller pressure sewer that will be upgraded in later phases.

The tables below describe the infrastructure phasing in further detail. Exhibit D details the infrastructure cost per phase of Scenario 2.

Roadway

Necessary roadway improvements to Pleasant View in accordance with the Phasing Scenario 2 include the following:

Table 1 - Required Roadway Infrastructure Costs

Development Phase	Required Roadway Infrastructure
Phase 1	- o Traffic signal or roundabout at intersection of Pleasant View and Grange Ave - o Pleasant View & Grange intersection illumination - o Turn Lanes at Grange Ave - o Full roadway improvements on Grange Ave
Phases 2 & 3	- o Pleasant View widening from Grange to existing 5-lane section near SH 53 (illumination, curb, and shared use path on east side) - o Conversion of single to double lane roundabout at Pleasant View and Prairie Avenue - o Prairie Ave widening with curb – north side
Phase 4	- o Pleasant View widening with illumination, curb and shared use path on east side - o McGuire Road widening with curb – west side - o Full roadway improvements on Hargrave Ave - o Full roadway improvements on Pajaline Ave
Phase 5	- o Pleasant View widening with illumination, curb and shared use path on east side - o UPRR Railroad Crossing Improvements - o Full roadway improvements on Yukon Ave - o Full roadway improvements on Lark Ave - o Signal improvement to Seltice & Pleasant View Road

Water

Currently no potable public water utilities are available within the proposed URD boundary. The closest water source is in the intersection of Pleasant View and Seltice Way. To reduce the upfront and overall water infrastructure costs, City staff and Welch Comer worked through multiple alternatives. These alternatives involved temporary domestic and fire wells and storage at the very north end of the district. The City and Welch Comer also considered connecting into an adjacent non-city water system. Ultimately, the best option was to extend water from Seltice Way to the north, consistent with the City's master plan.

Table 2 - Required Water Infrastructure Costs

Development Phase	Require Potable/Fire Water Infrastructure
Phase 1	18" potable water main on Pleasant View Road from Seltice Way to Prairie Avenue - Extend waterline east on Grange Ave - Intertie with East Greenacres Irrigation District
Phases 2 & 3	- Extend 15" potable water main on Pleasant View to SH 53 18" potable water main on Prairie east of Pleasant View - Multiple potable water main sizes within residential/industrial development north of Prairie Ave
Phase 4	- Extend waterline east on Hargrave Ave - Extend waterline east on Poleline Ave
Phase 5	- Extend waterline east on Yukon Ave - Extend waterline east on Lark Ave

Sewer

Providing sanitary sewer is also challenging and expensive. Like the potable water, the only feasible source is the intersection of Pleasant View and Seltice Way.

Table 3 - Required Sanitary Sewer Infrastructure Costs

Development Phase	Required Sanitary Sewer Infrastructure
Phase 1	- Lift station near Pleasant View and Prairie Ave (Prairie Lift Station) 8" pressure sewer from Prairie lift station south to Seltice Way 14" pressure sewer from Prairie lift station to just south of BNSF RR (for future) - Gravity sewer east on Grange
Phases 2 & 3	- Partial lift station construction on Pleasant View near Lark Ave 8" gravity sewer from Project Drive parcel south along the development frontage 14" pressure sewer from just south of BNSF RR along the development frontage
Phase 4	- Extend 8" gravity sewer south to Lark lift station - Extend 14" pressure sewer south along development frontage - Gravity sewer east on Hargrave Ave - Gravity sewer east on Poleline Ave
Phase 5	- Extend 14" pressure sewer to existing infrastructure in Seltice - Gravity sewer east on Yukon Ave - Gravity sewer east on Lark Ave

Table 4 below shows a summary of infrastructure costs in all phases. Table 5 depicts the specific roadway, water, and sewer infrastructure costs associated with Phase 1. Table 6 provides the preliminary sources of funding to design and construct all infrastructure associated with Phase 1.

Table 4 – Infrastructure Cost Summary by Phase

Infrastructure Phase	Est. Cost (millions, 2021)
Phase 1	\$6.78
Phase 2 & 3	\$7.40
Phase 4	\$4.95
Phase 5	\$6.80
Total	\$25.94

Table 5 – Phase 1 Infrastructure Cost

Recommended Public Infrastructure	Estimated Cost
Roadway	\$ 2,151,000
Water	\$ 1,602,000
Sewer	\$ 3,025,000
Total	\$ 6,778,000

Table 6 – Phase 1 Infrastructure Funding Sources

Public Infrastructure Funding Sources	Estimate Amount
Opportunity Fund - ID DOC	\$ 500,000
Annexation Funds	\$ 1,000,000
Water Department	\$ 782,000
Wastewater Department	\$ 1,596,000
Developer/URA/Grant Contributions	\$ 2,900,000
Total	\$ 6,778,000

Note: All private infrastructure is not reimbursable from Urban Renewal District funds. This may include private lift stations, water lines, sewer lines, etc.

IV. Market Assessment

Market Overview

The City of Post Falls is situated in Kootenai County, Idaho between Spokane, Washington, and Coeur d'Alene, Idaho as part of the Spokane-Spokane Valley-Coeur d'Alene, WA-ID Combined Statistical Area ("CSA").

The Post Falls real estate market benefits from robust transportation connectivity including proximity to the Spokane International Airport, Interstate 90, State

Highway 53, State Highway 41, and multiple rail lines. Abundant transportation and distribution options are critical to serving a stable and growing logistics industry.

Post Falls has also benefited from sustained, strong population growth and it occupies a central location between employment centers in eastern Washington and northern Idaho, including Spokane and Spokane Valley to the west and Coeur d'Alene to the east. As with Kootenai County more broadly, in recent years Post Falls has seen in-migration of new residents from other states who are drawn to the location for its affordability, recreational opportunities, access to employment, among other factors.

The Pleasant View URD represents an attractive opportunity to unlock land for industrial, commercial, and residential development within a rapidly growing local development context. In particular, with available land for *industrial* development in eastern Washington, particularly east of downtown Spokane, diminishing, Post Falls is poised as the first stop across the state line to benefit from spillover demand from industrial users. The Spokane Valley industrial submarket, located across the Washington-Idaho border less than a 15 minute drive from Post Falls, represents approximately 24 million square feet of space that has enjoyed a sustained sub-5% vacancy rate for over 5 years prior to the date of this report. To the extent industrial users in Spokane Valley need expansion space, proximity to Spokane Valley could be an important demand driver for industrial land in the Pleasant View URD.

The state of Idaho is consistently ranked highly for ease of doing business, noted for its business-friendly regulatory environment and low cost of operating.

Economic Development

A key motivating factor for the creation of the Pleasant View URD is "Project Drive," the name for a new transload facility and anticipated headquarters for a regional trucking operator, a major potential economic driver for Post Falls and the district. The Project Drive facility would be located on 68.3 acres at Parcel 9 (see Exhibit E – Parcel Map). It is currently not served by adequate infrastructure.

The Project Drive headquarters is expected to host 250 on-site employees and 1,000 drivers, both long-haul and short-haul, along with a payroll of \$75 million annually.

The local multiplier effect from the new transload facility in the Pleasant View URD is expected to generate 1,188 additional area jobs and \$52 million in additional economic activity. (Source: Idaho DOL, City of Post Falls)

The local economic multiplier effect from the new transload facility in the Pleasant View URD is expected to generate 1,188 additional area jobs and \$52 million in additional economic activity.

The economic benefit of adding commercial development land to Post Falls through the creation of the Pleasant View URD also extends to the other industrial and commercial development parcels in the district. The land in the Pleasant View URD dedicated to industrial uses, excluding the transload facility, is estimated to be 259.7 acres. Based on prevailing employment density patterns in Post Falls for selected industries, the land in the Pleasant View URD dedicated to industrial uses,

Additional land dedicated to commercial and industrial development is anticipated to support an additional 1,065 jobs.

excluding the transload facility, is expected to generate an average of 4.1 jobs per acre, with a range of 1.5 to 7.0 jobs per acre. Additional land dedicated to commercial and industrial development is anticipated to support an additional 1,065 jobs even before considering any multiplier effects.

The table below describes employment density by industry with a focus on those industries which would be most likely to locate within the Pleasant View URD area.

Table 7 – Space Employment Density by Selected Industry

NAICS Code	Industry	# of Employees	Land Acres	Employees per Acre
31	Manufacturing	1,554	222	7.0
44	Retail Trade	2,597	585	4.4
42	Wholesale Trade	681	161	4.2
54	Professional, Scientific, and Technical Services	491	136	3.6
48	Transportation and Warehousing	169	98	1.7
52	Finance and Insurance	333	219	1.5
Total		5,825	1,421	4.1

Note: Certain parcels in right-of-way areas were not included in the dataset. Parcel areas may not reflect the total area occupied by the business if more than one parcel is involved in business operations.

Source: Kootenai County Assessor, ESRI Business Analyst

Within the employment subcategories shown in the above table, including manufacturing, wholesale trade, retail trade, transportation and warehousing, as well as finance and insurance and professional, scientific, and technical

services, the CSA experienced 5.9% job growth from the years 2016 – 2021 compared with 3.2% for the nation as a whole.

(Source: EDC, EMSI) The City of Post Falls grew 13.1% in this same group of job categories over the same time period. Strong relative outperformance demonstrated by these job growth statistics indicates strong underlying economic fundamentals which would support the Pleasant View URD.

The City of Post Falls grew 13.1% in selected jobs categories from 2016 – 2021 compared to 5.9% for the CSA and 3.2% nationally.

Development Context

The proposed Pleasant View URD is made up of 24 parcels which are mostly large and heterogeneously shaped, ranging in size from 4 acres to 69 acres, with an average size of 22 acres.

This study anticipates a pending re-zone request described in further detail later in the report. The re-zone request contemplates the addition of new mixed-use zones within the Pleasant View URD to accompany the industrial and single-family residential.

Industrial uses, including the transload facility, would comprise 328 acres, or 59.5% of total land area, in the proposed district. Given existing transit resources, including connectivity to I-90, SH-53, and SH-41 along with access to BNSF and UPRR rail lines, the Pleasant View corridor should be of continued interest to industrial users.

Table 8 – Land Use Summary

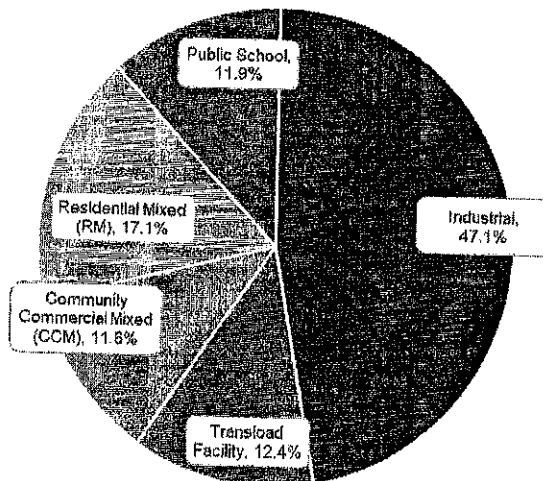
Name of Anticipated Zone or Use	Land Area (Acres)	% of Total
Industrial	259.7	47.1%
Transload Facility	68.3	12.4%
Community Commercial Mixed (CCM)	64.1	11.6%
Residential Mixed (RM)	94.1	17.1%
Public School	65.6	11.9%
Total ¹	551.8	100.0%

¹ 552.0 acre URD total includes 0.2 acre on the transfer station parcel, Parcel 10, connecting and making contiguous the included land area north and south of Prairie Avenue.

Municipal uses, including a public school, comprise 11.9% of the proposed Pleasant View URD. Mixed-use commercial zoning, which could include multifamily, industrial, office, and retail, represents 11.6% of total land area. Mixed residential zoning represents 17.1% of total land area.

Industrial and residential uses were the focus of our valuation given the abundant opportunities to develop these uses within the Pleasant View URD.

Figure 1 – Pleasant View URD Land Use Percentage



Market-Based Assumptions

Valuation

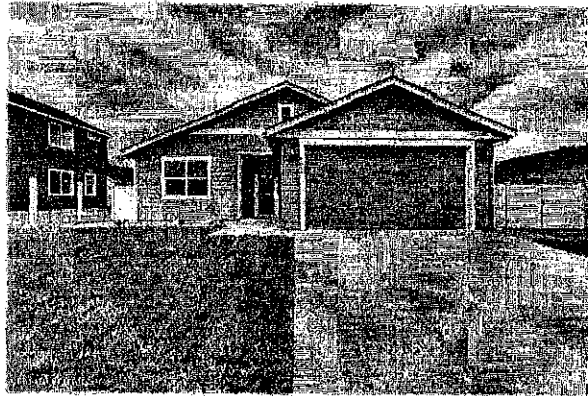
Establishing a reasonable per-square-foot assumption for finished value is critical for estimating the future amount of property tax revenue and the financial viability of the district. Given availability of recent comparable sales for residential and industrial property types, we employed a sales comparable approach to estimate the value of industrial and residential properties located in the Pleasant View corridor. For mixed-use development, we employed a cost approach.

Industrial

The Team selected five recently sold industrial properties located in the Post Falls market ranging in size from 14,400 square feet to 38,000 square feet, on lots ranging in size from 61,202 square feet to 207,781 square feet. Sale prices for the selected properties range from \$71 to \$108 per square foot. The Team employed an estimated range of \$90 to \$110 per square foot finished value for industrial property.

Residential

In 2020, the majority of entry-level new construction single-family homes in Post Falls sold from approximately \$120 per square foot on the low-end to upwards of \$220 per square foot on the high-end. Homes in neighborhoods that are representative of what would be developed in the Pleasant View district, for example the Woodbridge South neighborhood, tend towards the \$180 to \$220 per square foot range. The financial projection assumes a finished value of \$200 per square foot for residential property in the Pleasant View area north of Prairie Avenue. Residential property in Kootenai County is in high demand and the market is changing rapidly so we recommend continuing to track property values carefully.



Representative single family home in the Woodbridge South subdivision, Post Falls (Source: Coeur d'Alene MLS, Coldwell Banker)

Table 9 – Single Family Residential Market Summary

Post Falls

MLS Sales Summary Price Range	2018			2019			2020		
	New Home Sales	Total Home Sales	% of Total Home Sales	New Home Sales	Total Home Sales	% of Total Home Sales	New Home Sales	Total Home Sales	% of Total Home Sales
Less than \$200,000	5	87	8%	0	28	2%	0	7	1%
\$200,001 - \$300,000	187	706	62%	44	681	56%	101	351	28%
\$300,001 - \$400,000	159	265	23%	221	420	34%	229	589	47%
\$400,001 - \$500,000	24	49	4%	49	94	8%	96	203	16%
\$500,001 plus	3	38	3%	9	3	0%	15	109	9%
TOTAL SALES	378	1,145	100%	323	1,226	100%	441	1,259	100%
Median Sale Prices	\$387,365	\$294,250		\$387,921	\$335,990		\$426,336	\$385,000	
% Change YOY	N/A	N/A		0.1%	14.2%		9.9%	14.6%	

Source: Valbridge Property Advisors, Multiple Listing Service

The residential market has shown strength in recent years with price increases of approximately 14% to 15% annually in 2019 and 2020 as described in the table above. Should prices continue to increase in Post Falls, projected tax revenues from residential development in the Pleasant View URD should be expected to increase as well.

Mixed-Use

Utilizing construction cost data from RSMeans for Q1 2021, we derived a blended cost per square foot for the mix of uses we anticipate will be prevalent in the Community Commercial Mixed (CCM) zones in the Pleasant View URD. We estimate a mix of 25% multifamily, 25% light commercial/office, and 50% flex/industrial.

Absorption

The timeframe over which land is developed within the proposed Pleasant View URD is a key assumption driving how quickly tax revenues are generated and dictating the repayment schedule to the City or others who fund the upfront infrastructure investment.

Industrial

The financial projection relies on an assumption that 2.5 acres per year of industrial land is developed on average. This is a "status quo" assumption reflective of market conditions in the immediate vicinity. Should the infrastructure investment enabled by the URD allow for intensive use of industrial land within Pleasant View, and/or enable more speculative industrial construction, anticipated property tax revenues could increase. In the meantime, we expect the predominance of owner-user transactions to continue at the pace described above. We expect the parcels along Pleasant View (Parcels 1-8) to develop steadily over time beginning in 2023. The Parcels north of Prairie, including 13 – 16 and 18, we expect to develop

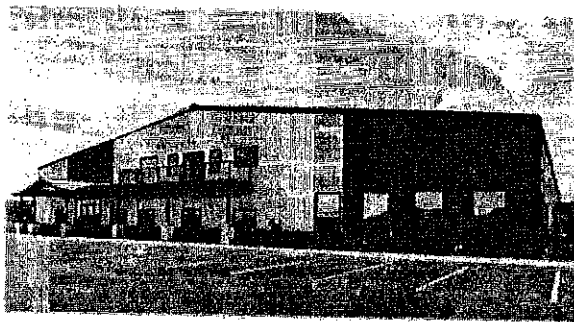
beginning in 2025. These parcels will be further from the street grid and from the services provided during the Phase 1 infrastructure period.

Residential

Residential land is assumed to develop at a rate of 2.5 acres per year beginning in 2026. At an assumed lot size of ¼ acre per home, this translates to approximately 10 new homes per year. A faster development timeline would accelerate the timing of funding from property tax revenues and shorten the infrastructure payback period. Conversely, a slower development timeline would delay the generation of property tax revenues and extend the payback period.

Lot Coverage

Lot coverage ratio is defined as building footprint over total lot area and is an important measure of development intensity in the industrial real estate market. Determining the expected lot coverage ratio for industrial properties is critical in estimating the value of potential future development. To establish a reasonable lot coverage assumption, the Team surveyed 177 industrial properties already



Representative industrial property, Post Falls, built 2020 (Source: CoStar)

constructed and located in Post Falls (Source: CoStar). The average lot coverage for this set of properties is 19%. Further, we look to recently constructed properties in the market area as representative for future development patterns in the Pleasant View corridor. One representative property is the Nanamacs Clothing Warehouse located at 4415 West Hargrave Avenue. Built in 2020, the approximately 40,000 square foot warehouse is located on 4.77 acres, or 207,781 square feet, representing a lot coverage ratio of 19%. Both the market average and representative properties in the immediate vicinity of the Pleasant View URD approximate 20% lot coverage and so we assume 20% average lot coverage for future development in the proposed Pleasant View URD. Future infrastructure investments enabled by the URD, particularly related to utilities and sewer infrastructure, could facilitate development at a higher intensity. Should future infrastructure enable higher-intensity development, contributing to higher property values, the projected property tax revenue would increase.

Zoning Changes

In December 2019, an Ordinance was approved establishing new zoning districts in the City of Post Falls including Community Commercial Mixed (CCM) and Residential Mixed (RM) as described in further detail below.

Community Commercial Mixed (CCM): The Community Commercial Mixed (CCM) zone is intended to accommodate both commercial and high-density residential development at densities permitted by the high-density multi-family residential (R3) zone in a mixed-use development pattern. This zone should be applied in areas primarily located near arterials and collector streets to support commercial, residential, professional office, and civic uses that support an accessible work, live, and shop environment.

Residential Mixed (RM): The Residential Mixed (RM) zone is intended to accommodate a mixed residential community with a variety of housing types at varying densities within the development area. Small scale neighborhood commercial/office uses may be suitable within the RM zone.

In early 2021, a property owner in the proposed Pleasant View URD district submitted a re-zone request to the city providing for the use of these new zones within the district. The re-zone request, if approved, would impact Parcels 11, 12, 17, 22, 23, 24, and 25 as depicted in Exhibit E – Parcel Map. Parcels 19 and 20 would be impacted partially. Approximately 8.7 acres of Parcel 19 would be zoned (I) Industrial and approximately 27.7 acres of Parcel 20 would be zoned (RM) Residential Mixed. Parcels 13 – 16 and 18 would be zoned for industrial use.

To the extent the re-zone request is approved, future development patterns will be impacted. Additional uses could include office, retail, multifamily, townhome, among others.

Our analysis assumes that the zoning change request is approved as proposed. The implications for this study are higher-intensity residential development on RM-zoned parcels and a broader range of uses possible on CCM-zoned land.

V. Financial Analysis

For the financial feasibility analysis, the Team evaluated the following three scenarios as described above:

- **Scenario 1**: Pleasant View develops gradually from south to north.
- **Scenario 2**: The transload facility develops first followed by the residential to the north of Prairie Avenue while the industrial along Pleasant View develops gradually over time.
- **Scenario 3**: The residential land north of Prairie Avenue develops first followed by the transload facility while the industrial along Pleasant View develops over time.

The model also relies on the following key assumptions.

- 1.) **Minimum Infrastructure Costs**: As discussed previously, the team worked closely with City staff to determine what infrastructure costs would be required and at what time. For example, if the transload facility developed

first, it would require full construction of water and sewer infrastructure, but not necessarily full road widening between Seltice Way and their parcel. Transportation infrastructure would be limited to necessary safety improvements.

- 2.) Total Infrastructure Cost: Total infrastructure cost for the area within the proposed URD ranges significantly, depending on the scenario. The variance primarily hinges on the geographical phasing and how partial or temporary infrastructure can be provided.
- 3.) Infrastructure Plan: We assume that no interior infrastructure will be public or reimbursed in the commercial areas. We also assume that water mainline infrastructure will be fully developed per the applicable master plans, even if initial phased demand does not justify. Sewer infrastructure will follow a slightly modified phasing as discussed in the Infrastructure Needs section.
- 4.) Minimum Initial Investment: The minimum investment needed to serve the transload facility facilitating its redevelopment is estimated at \$6.78M. This is primarily water and sewer infrastructure accessed at Seltice Way and extended to their parcel.
- 5.) Industrial Redevelopment: We assume 20% lot coverage for new industrial development which is in line with the current market average with finished value in range of \$90 to \$110 per square foot (Source: CoStar).
- 6.) Residential Redevelopment: For the Residential Mixed (RM) zones, we assume a higher density development pattern, at 8.0 units to the acre. We assume finished values at approximately \$200 per sf.
- 7.) Mixed-Use Redevelopment: For Community Commercial Mixed (CCM) zones, we assume a development pattern of 25% multifamily, 25% light commercial/office, and 50% flex/industrial with average 30% lot coverage.
- 8.) Transload Facility: We assume a \$25M assessed value for the transload facility which was provided by the operator.
- 9.) Escalators: We assume 2.1% annual increases for both revenues and costs to account for inflation. We do not assume annual escalation for the \$25,000 annual URD fee per guidance from the agency. This fee is not expected to increase for the foreseeable future.
- 10.) Levy Rate: We use the 2020 levy rate for the Post Falls Urban Renewal Agency of 0.933902%. We have not forecasted changes to the rate which might impact future tax revenues.

Assessed Value

The estimated assessed value of property in the proposed Pleasant View URD boundary area is approximately \$6.55 million. This compares to a total assessed value for the City of Post Falls overall of \$4.8 billion.

Table 10 – Base Taxable Value

2020 Final Assessment	City of Post Falls
Assessed Value	\$4,779,180,530
Taxable Value	\$3,226,337,884

Base Value	Pleasant View URD
Assessed Value	\$6,554,546
Taxable Value	\$2,705,871

Note taxable value is lower, at \$2.7 million, due to the impact of exempt properties included in the URD boundary as well as parcels which are currently subject to an agricultural exemption. For the purposes of this analysis, we did not assume any changes to agricultural exemption status for the parcels in question.

Our base case scenario given the valuation, absorption, and development assumptions described in this report, projects a total taxable value for the Pleasant View URD of \$445.4 million in 2040. 254.9 acres of the 552.0 total in the district are assumed to be built out in this scenario, or 46% of total developable area. We assume an annual revenue escalator of 2.1%, in line with historical inflation data.

We calculated total assessed values assuming a range of development timelines as further described in Table 11 – Scenario Analysis.

Table 11 – Scenario Analysis

Build Out, Base Case ¹	Pleasant View URD
Base Taxable Value	\$2,705,871
Projected Taxable Value, 2040	\$442,692,962
Total Taxable Value, Base Case	\$445,398,833

¹ The Base Case scenario assumes approximately 46% build out of the Pleasant View URD by 2040.

% Build Out ^{1,2}	Taxable Value
Base Taxable Value	\$2,705,871
25%	\$250,799,568
50%	\$462,098,041
75%	\$673,396,513
100%	\$884,694,985
Base Case (46% Build Out)	\$445,398,833

¹ All scenarios assume transload facility is developed at an estimated cost of \$25 million.

² Estimated increase in assessed value is estimated at 2.1% annually based on historical estimates of inflation.

VI. Conclusion

To fund the upfront infrastructure necessary to redevelop the Pleasant View corridor, the city needs to identify a motivated stakeholder to front some or all of the initial investment. The creation of the district, by providing a payback mechanism, could encourage such an investment. The payback period for the initial investment we estimate to be at least 8 years without any additional outside funding, so any strategies for defraying this cost will be critical for district feasibility and future redevelopment of the area. We summarize the estimated payback period for the upfront Phase 1 infrastructure investment in Exhibit F.

As part of the next steps, the consulting team suggests a conversation with the operator of the future "Project Drive" transload facility, to determine how much if any upfront infrastructure investment they would be able to support. We also suggest a conversation the major landowner north of Prairie Avenue, who may also be motivated to invest funds in Phase 1 infrastructure to help unlock development value for its land holdings.

The assumed future development pattern and timeline for the Pleasant View URD is based on "status quo" current market conditions. Both the pace and the intensity of development in Pleasant View could accelerate with an investment in infrastructure, enabling a faster development timeline and higher future property tax revenues.

Overall, the district is expected to generate adequate revenues, between \$38.6 and \$42.0 million cumulatively as detailed in Exhibit F.1 to F.6, which is sufficient to pay for all Phases 1 – 5 of infrastructure and generate a surplus for the district. Absent grant funding or private sector infrastructure investment, the timing of infrastructure phasing will depend on available revenues. We estimate future phases of infrastructure to be fundable from district revenues starting in 2034.

Given the projected increase to the city tax base through the creation of the Pleasant View URD, along with associated economic and jobs benefits, particularly related to a high concentration of commercial and industrial uses, the creation of the URD should generate substantial positive economic benefit for the City of Post Falls and support the future budgetary needs of a growing city.

Exhibit A – Proposed URD Boundary

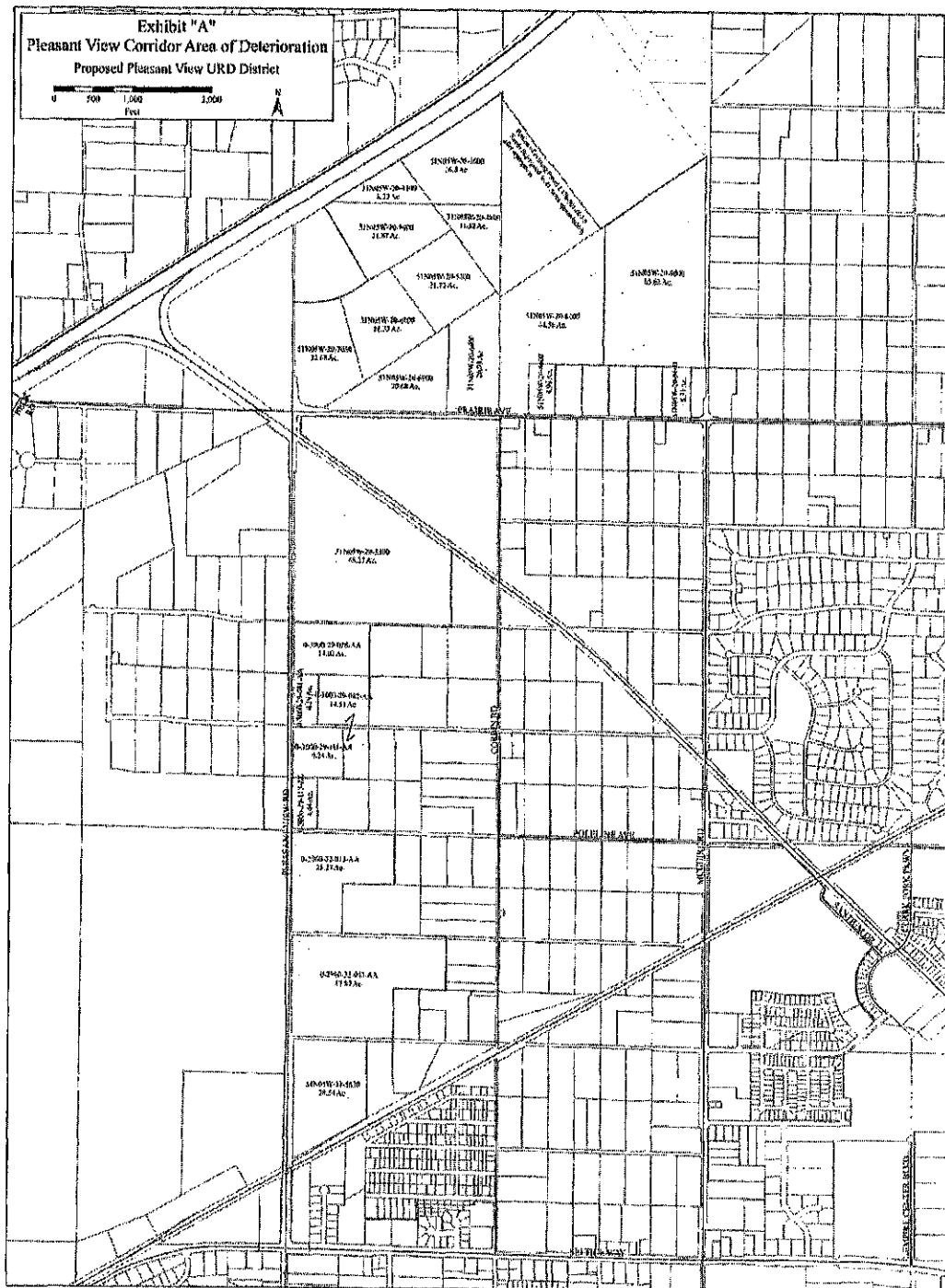


Exhibit B – Phasing Plan

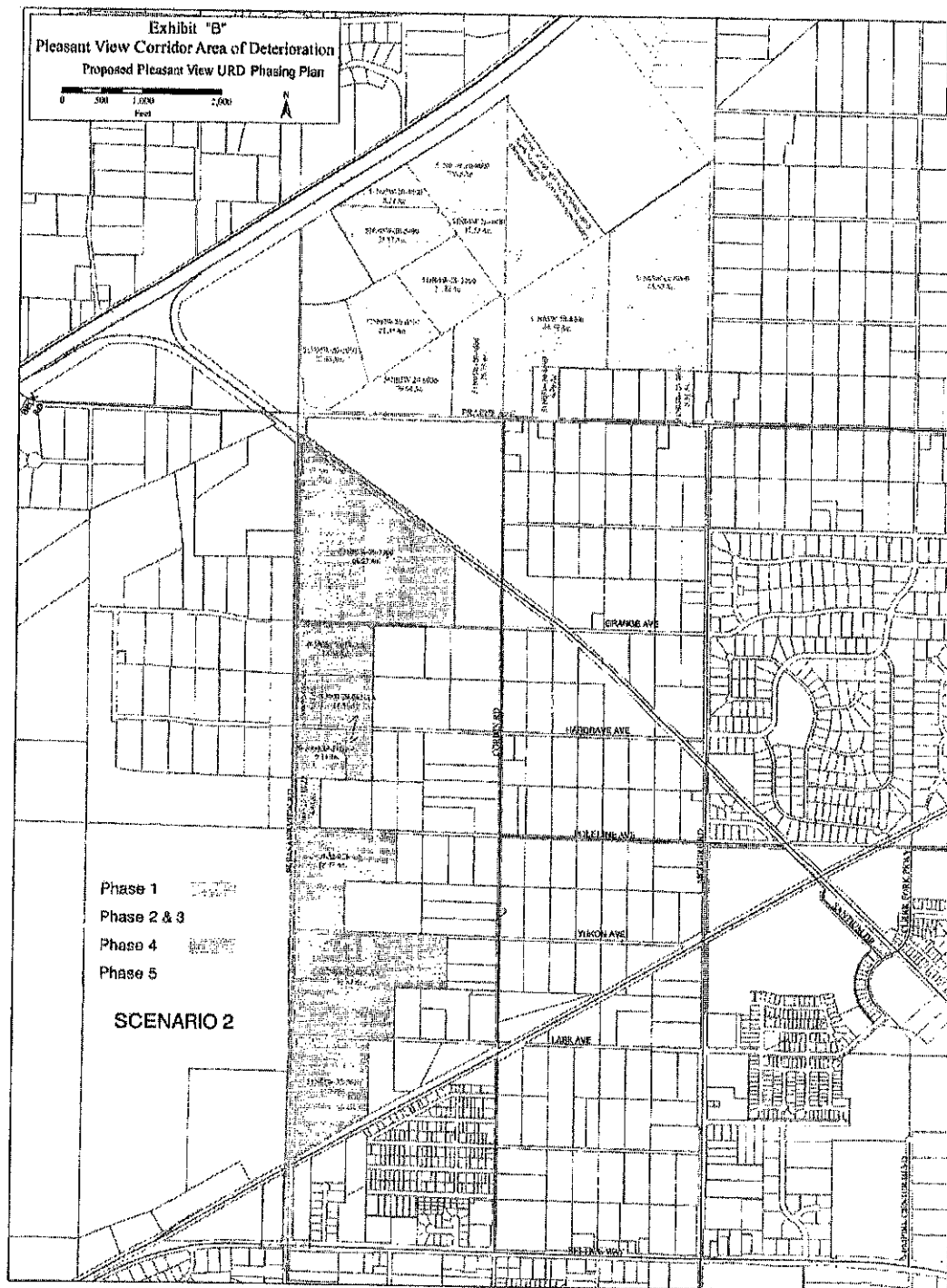
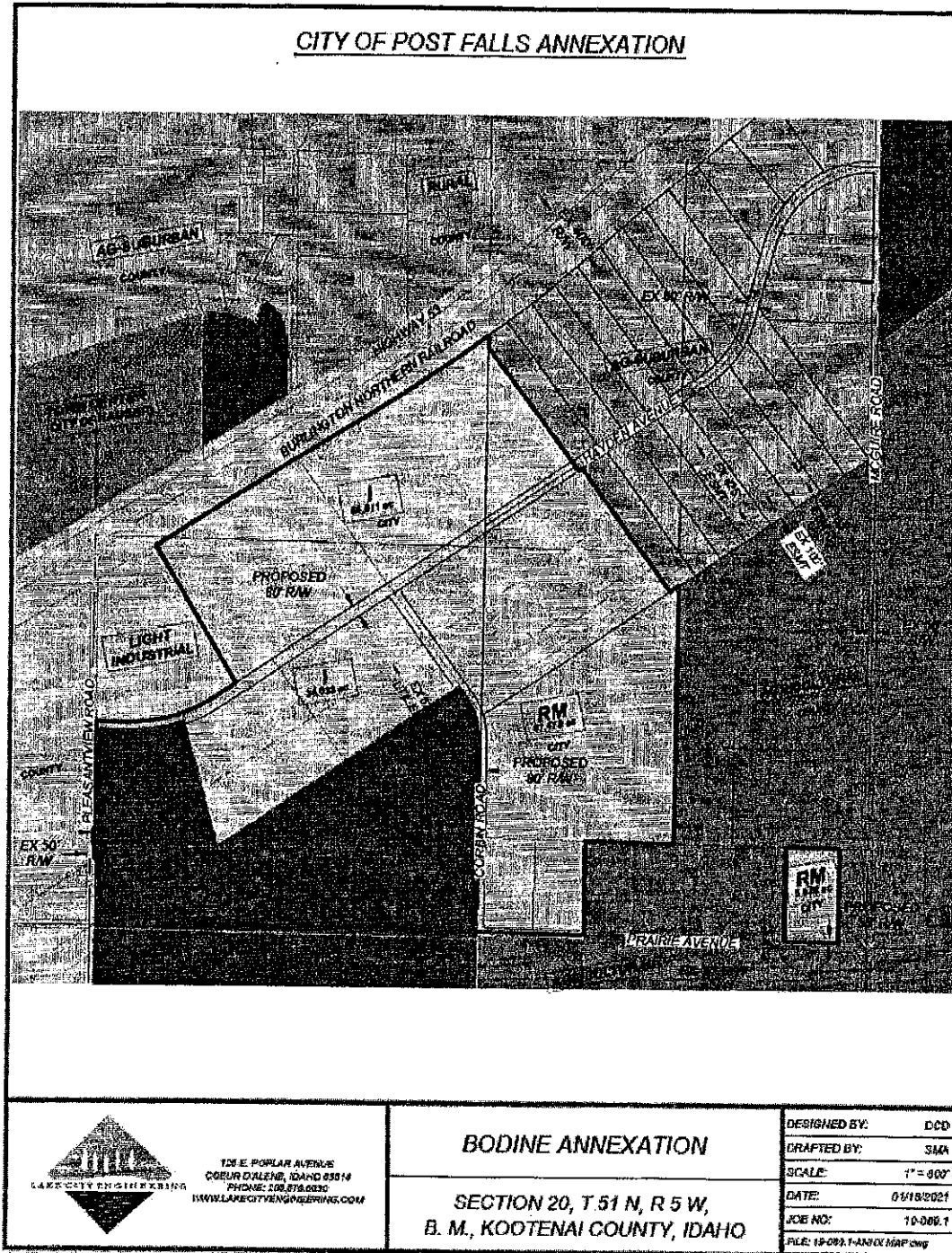


Exhibit C – Annexation



Internet View Feasibility Analysis - Pricing Scenario 2

[illegible]

Exhibit D.1 – Scenario 2 Infrastructure Costs (Phase 1)

Item Name	Unit	Quantity	Unit Price	Total Price	Unit Price	Phase 1 Quantity	Phase 1 Total
ROADWAY							
Mobilization	LS	1	\$1,366,000	\$1,366,000	\$1,366,000	0.7	\$273,200
Traffic Control	LS	1	\$400,000	\$400,000	\$400,000	0.2	\$80,000
Erosion and Sediment Control	LS	1	\$20,000	\$20,000	\$20,000	0.2	\$4,000
Clearing and Grubbing	ACRE	27.44	\$3,000	\$82,320	\$3,000	4.49	\$13,770
Removal of Curb/Curb and Gutter	LF	1356	\$6	\$8,136	\$6	0	\$0
Excavation	CY	20301	\$20	\$406,020	\$20	1720	\$34,400
Pavement Removal/Placement	SY	29694	\$17	\$504,800	\$17	0	\$0
Unstable Material Excavation	CY	950	\$28	\$26,600	\$28	100	\$2,800
Imported Borrow	CY	90573	\$10	\$905,730	\$10	14815	\$148,150
Exploratory Excavation (non-groundwater)	HR	22	\$275	\$6,050	\$275	4	\$1,100
Curb and Gutter	LF	43030	\$28	\$1,204,840	\$28	4000	\$112,000
Pedestrian Ramp w/ Detectable Warning Domes	EA	10	\$2,500	\$25,000	\$2,500	2	\$5,000
Concrete Driveway Approach	SY	1800	\$33	\$59,400	\$33	133	\$4,389
Concrete Sidewalk	SY	17985	\$40	\$719,400	\$40	1222	\$48,880
Crushed Aggregate for Base Type 1	TON	89080	\$22	\$1,959,760	\$22	3745	\$82,390
Superpave HMA, Class 5P-3, 1/2" Agg	TON	21941	\$70	\$1,535,870	\$70	1875	\$131,250
Chip Seal	SY	97026	\$4	\$388,104	\$4	11111	\$44,444
Site Fence	LF	26840	\$6	\$161,040	\$6	2000	\$12,000
Flare Walkies	LF	26840	\$8	\$214,720	\$8	2000	\$16,000
Hydroseed	ACRE	14.23	\$10,000	\$142,300	\$10,000	0.92	\$9,200
Relocate Existing Lighting Infrastructure	EA	12	\$1,100	\$13,200	\$1,100	0	\$0
Lighting Infrastructure	EA	167	\$2,000	\$334,000	\$2,000	17	\$34,000
Permanent Signing & Pavement Markings	LF	128680	\$0.25	\$32,170	\$0.25	6000	\$1,500
WATER							
Exploratory Excavation (non-groundwater)	HR	40	\$495	\$19,800	\$495	10	\$4,950
Water Main Pipe - Size 8-inch - Type C905 DR 18 PVC	LF	5510	\$45	\$248,000	\$45	0	\$0
Water Main Pipe - Size 10-inch - Type C905 DR 18 PVC	LF	0	\$50	\$0	\$50	0	\$0
Water Main Pipe - Size 12-inch - Type C905 DR 18 PVC	LF	5200	\$35	\$182,000	\$35	0	\$0
Water Main Pipe - Size 15-inch - Type C905 DR 18 PVC	LF	5352	\$85	\$454,920	\$85	2600	\$221,000
Water Main Pipe - Size 20-inch - Type C905 DR 18 PVC	LF	13354	\$74	\$988,196	\$74	0	\$0
Waterline Tie-in - Sizes Varies	EA	3	\$1,300	\$3,900	\$1,300	10650	\$138,450
Valve - Size 10-inch - Type Varies	EA	2	\$1,000	\$2,000	\$1,000	1	\$1,000
Valve - Size 12-inch - Type Varies	EA	0	\$2,000	\$0	\$2,000	0	\$0
Valve - Size 15-inch - Type Varies	EA	0	\$2,000	\$0	\$2,000	0	\$0
Valve - Size 18-inch - Type Varies	EA	2	\$2,000	\$4,000	\$2,000	0	\$0
Valve - Size 1-inch - Type Air Release	EA	0	\$2,500	\$0	\$2,500	0	\$0
Valve - Size 4-inch - Blowoff Assembly	EA	3	\$4,400	\$13,200	\$4,400	0	\$0
Hydrant	EA	3	\$1,650	\$4,950	\$1,650	0	\$0
Water Service Connection - Size 2-inch	EA	0	\$5,500	\$0	\$5,500	0	\$0
Waterline Casing - Size 24-inch - Type C905 PVC	EA	2	\$3,300	\$6,600	\$3,300	0	\$0
Waterline Casing - Size 24-inch - Type C905 PVC	LF	0	\$95	\$0	\$95	0	\$0
Interfere with EGID at Corbin & Prairie	LS	1	\$75,000	\$75,000	\$75,000	0	\$0
Railroad Bore	LF	400	\$440	\$176,000	\$440	500	\$220,000
SEWER							
Pleasant View & Lake Lift Station (180gpm)	LS	1	\$1,300,000	\$1,300,000	\$1,300,000	1	\$1,300,000
Pleasant View & Lake Lift Station (Unknown gpm)	LS	1	\$700,000	\$700,000	\$700,000	0	\$0
Exploratory Excavation (non-groundwater)	HR	20	\$500	\$10,000	\$500	10	\$5,000
Pressure Sewer Pipe - Size 6-inch - Type ASTM 3034 SDR 35	LF	10800	\$50	\$540,000	\$50	10800	\$540,000
Pressure Sewer Pipe - Size 14-inch - Type ASTM 3034 SDR 35	LF	5800	\$89	\$516,200	\$89	800	\$71,200
6" Pressure Sewer Fittings	EA	3	\$2,000	\$6,000	\$2,000	0	\$0
12" Pressure Sewer Fitting	EA	2	\$2,900	\$5,800	\$2,900	0	\$0
Air/Vacuum Relief	EA	3	\$4,400	\$13,200	\$4,400	0	\$0
Plug Valve (14")	EA	1	\$8,000	\$8,000	\$8,000	0	\$0
Cleanout (<12")	EA	2	\$17,500	\$35,000	\$17,500	0	\$0
Cleanout (>12")	EA	1	\$20,000	\$20,000	\$20,000	0	\$0
Railroad Boring	LF	300	\$440	\$132,000	\$440	200	\$88,000
Existing Utility Protection	LF	10800	\$1	\$10,800	\$1	11600	\$11,600
Connection to Lift Station	EA	2	\$6,000	\$12,000	\$6,000	0	\$0
Connection to Existing Manhole	EA	1	\$1,500	\$1,500	\$1,500	0	\$0
Gravity Sewer Pipe - Size 8-inch	LF	12990	\$40	\$519,600	\$40	2000	\$80,000
Manholes	EA	27	\$3,080	\$83,160	\$3,080	4	\$12,320
Overdepth	LF	5200	\$30	\$156,000	\$30	0	\$0
RAILROAD							
Removal of Concrete Crossing Planks	SF	1776	\$60	\$106,560	\$60	0	\$0
Concrete Crossing Planks	LF	270	\$1,000	\$270,000	\$1,000	0	\$0
Railroad Crossing Arms	LS	1	\$800,000	\$800,000	\$800,000	0	\$0
Permitting	EA	2	\$15,000	\$30,000	\$15,000	0	\$0
LARGER ITEMS							
Roundabout Upgrades (1 > 2 Lane)	LS	1	\$210,000	\$210,000	\$210,000	0	\$0
Traffic Light (Group) with two lanes	LS	1	\$500,000	\$500,000	\$500,000	0	\$0
Pleasant View/Seaside Intersection Upgrades - Concrete 20yr	LS	1	\$475,000	\$475,000	\$475,000	0	\$0
Update Traffic Light (Section)	LS	2	\$100,000	\$200,000	\$100,000	0	\$0
				\$18,434,000		5	\$5,020,333
Engineering - Design	LS	1	\$1,921,318	\$1,921,318	\$1,921,318	0	\$0
Engineering - CP3	LS	1	\$1,921,115	\$1,921,115	\$1,921,115	0	\$0
Contingency	LS	1	\$2,881,672	\$2,881,672	\$2,881,672	0	\$0
Total						5	\$5,020,333

Exhibit D.2 -- Scenario 2 Infrastructure Costs (Phase 2 & 3)

Item Name	Unit	Quantity	Unit Price	Total Price	Unit Price	Phase 2 & 3 Quantity	Phase 2 & 3 Total
ROADWAY							
Mobilization	LS	1	\$1,366,000	\$1,366,000	\$1,366,000	0.3	\$409,800
Traffic Control	LS	1	\$400,000	\$400,000	\$400,000	0.3	\$120,000
Erosion and Sediment Control	LS	1	\$20,000	\$20,000	\$20,000	0.3	\$6,000
Clearing and Grubbing	ACRE	27.44	\$3,000	\$82,320	\$3,000	6.33	\$18,990
Removal of Curb/Curb and Gutter	LF	1355	\$6	\$8,130	\$6	309	\$1,854
Excavation	CY	20301	\$20	\$406,020	\$20	6400	\$128,000
Pavement Removal/Placement	SY	29694	\$17	\$504,798	\$17	12079	\$205,343
Unsuitable Material Excavation	CY	950	\$28	\$26,600	\$28	309	\$8,652
Imported Borrow	CY	80573	\$10	\$805,730	\$10	25240	\$252,400
Exploratory Excavation (non-groundwater)	HR	32	\$275	\$8,800	\$275	4	\$1,100
Curb and Gutter	LF	43030	\$28	\$1,204,840	\$28	13660	\$382,680
Pedestrian Ramp w/ Detectable Warning Domes	EA	18	\$2,500	\$45,000	\$2,500	2	\$5,000
Concrete Driveway Approach	SY	1800	\$83	\$149,400	\$83	587	\$48,761
Concrete Sidewalk	SY	17988	\$40	\$719,520	\$40	5867	\$234,680
Crushed Aggregate for Base Type 1	TON	39080	\$22	\$859,760	\$22	12439	\$273,658
Superpave HMA, Class SP-3, 1 1/2" Agg	TON	21941	\$70	\$1,535,870	\$70	7113	\$497,910
Chip Seal	SY	97026	\$4	\$388,104	\$4	29869	\$119,476
Silt Fence	LF	26840	\$6	\$161,040	\$6	8380	\$50,280
Fiber Watlogs	LF	26840	\$0	\$0	\$0	8380	\$0
Hydroseed	ACRE	14.29	\$10,000	\$142,900	\$10,000	4.54	\$45,400
Relocate Existing Lighting Infrastructure	EA	12	\$1,100	\$13,200	\$1,100	5	\$5,500
Lighting Infrastructure	EA	167	\$7,000	\$1,169,000	\$7,000	51	\$357,000
Permanent Signing & Pavement Markings	LF	128060	\$0.15	\$19,209	\$0.15	39720	\$5,958
WATER							
Exploratory Excavation (non-groundwater)	HR	40	\$495	\$19,800	\$495	20	\$9,900
Water Main Pipe - Size 8-inch - Type C905 DR 18 PVC	LF	5510	\$45	\$247,950	\$45	48	\$2,160
Water Main Pipe - Size 10-inch - Type C905 DR 18 PVC	LF	0	\$50	\$0	\$50	0	\$0
Water Main Pipe - Size 12-inch - Type C905 DR 18 PVC	LF	5200	\$55	\$286,000	\$55	1800	\$99,000
Water Main Pipe - Size 15-inch - Type C905 DR 18 PVC	LF	6357	\$85	\$540,345	\$85	3357	\$285,345
Water Main Pipe - Size 18-inch - Type C905 DR 18 PVC	LF	11250	\$74	\$832,500	\$74	2600	\$192,000
Waterline Tie-in - Sizes Varies	EA	3	\$1,500	\$4,500	\$1,500	1	\$1,500
Valve - Size 10-inch - Type Varies	EA	2	\$2,000	\$4,000	\$2,000	0	\$0
Valve - Size 12-inch - Type Varies	EA	0	\$2,000	\$0	\$2,000	0	\$0
Valve - Size 15-inch - Type Varies	EA	2	\$2,000	\$4,000	\$2,000	0	\$0
Valve - Size 18-inch - Type Varies	EA	0	\$2,500	\$0	\$2,500	0	\$0
Valve - Size 1-inch - Type Air Release	EA	1	\$4,400	\$4,400	\$4,400	0	\$0
Valve - Size 4-inch - Flanged Assembly	EA	1	\$1,650	\$1,650	\$1,650	0	\$0
Hydrant	EA	0	\$5,500	\$0	\$5,500	0	\$0
Water Service Connection - Size 2-inch	EA	2	\$3,300	\$6,600	\$3,300	0	\$0
Waterline Casing - Size 24-inch - Type C905 PVC	LF	0	\$55	\$0	\$55	0	\$0
Intersect with EGLO at Corbin & Prairie	LS	1	\$75,000	\$75,000	\$75,000	0	\$0
Railroad Home	LF	400	\$440	\$176,000	\$440	0	\$0
SEWER							
Pleasant View & Prairie Lift Station (180gpm)	LS	1	\$1,300,000	\$1,300,000	\$1,300,000	0	\$0
Pleasant View & Lark Lift Station (unknown gpm)	LS	1	\$700,000	\$700,000	\$700,000	0	\$0
Exploratory Excavation (non-groundwater)	HR	20	\$50	\$1,000	\$50	5	\$250
Pressure Sewer Pipe - Size 6-inch - Type ASTM 3034 SDR 35	LF	10800	\$50	\$540,000	\$50	0	\$0
Pressure Sewer Pipe - Size 14-inch - Type ASTM 3034 SDR 35	LF	5800	\$48	\$278,400	\$48	4000	\$192,000
6" Pressure Sewer Fittings	EA	3	\$2,000	\$6,000	\$2,000	0	\$0
14" Pressure Sewer Fitting	EA	2	\$2,900	\$5,800	\$2,900	0	\$0
Air/Vacuum Relief	EA	3	\$4,400	\$13,200	\$4,400	0	\$0
Plug Valve (14")	EA	1	\$8,000	\$8,000	\$8,000	0	\$0
Cleanout (4-12")	EA	2	\$17,500	\$35,000	\$17,500	0	\$0
Cleanout (12-24")	EA	1	\$20,000	\$20,000	\$20,000	0	\$0
Railroad Home	LF	309	\$440	\$136,020	\$440	0	\$0
Existing Utility Protection	LF	16800	\$1	\$16,800	\$1	6000	\$6,000
Connection to Lift Station	EA	2	\$6,000	\$12,000	\$6,000	1	\$6,000
Connection to Existing Manhole	EA	1	\$1,500	\$1,500	\$1,500	0	\$0
Gravity Sewer Pipe - Size 8-inch	LF	12390	\$50	\$619,500	\$50	5280	\$264,000
Manholes	EA	27	\$3,080	\$83,160	\$3,080	11	\$33,880
Overdepth	LF	5200	\$30	\$156,000	\$30	4600	\$138,000
RAILROAD							
Removal of Concrete Crossing Planks	SF	1778	\$60	\$106,680	\$60	0	\$0
Concrete Crossing Planks	LF	276	\$1,000	\$276,000	\$1,000	0	\$0
Railroad Crossing Arms	LS	1	\$800,000	\$800,000	\$800,000	0	\$0
Permitting	EA	2	\$15,000	\$30,000	\$15,000	0	\$0
LARGER ITEMS							
Roundabout Upgrades (1 > 2 Lane)	LS	1	\$210,000	\$210,000	\$210,000	1	\$210,000
Traffic Light (Circled) with Turn Lanes	LS	1	\$500,000	\$500,000	\$500,000	0	\$0
Pleasant View/Selfies Intersection Upgrades - Concrete 20yr	LS	1	\$475,000	\$475,000	\$475,000	0	\$0
Update Traffic Light (Selfies)	LS	1	\$100,000	\$100,000	\$100,000	0	\$0
				\$18,434,000			\$18,434,000
Engineering - Design	LS	1	\$1,921,115	\$1,921,115	\$1,921,115	1	\$1,921,115
Engineering - CPS	LS	1	\$1,911,115	\$1,911,115	\$1,911,115	1	\$1,911,115
Contingency	LS	1	\$2,881,072	\$2,881,072	\$2,881,072	1	\$2,881,072
Total							\$7,493,312

Exhibit D.3 – Scenario 2 Infrastructure Costs (Phase 4)

Item Name	Unit	Quantity	Unit Price	Total Price	Unit Price	Phase 4 - Quantity	Phase 4 - Total
ROADWAY							
Mobilization	LS	1	\$1,300,000	\$1,300,000	\$1,300,000	1	\$1,300,000
Traffic Control	LS	1	\$400,000	\$400,000	\$400,000	1	\$400,000
Erosion and Sediment Control	LS	1	\$20,000	\$20,000	\$20,000	1	\$20,000
Clearing and Grubbing	ACRE	27.44	\$3,000	\$82,320	\$3,000	27.44	\$82,320
Removal of Curb/Gutter and Gutter	LF	1355	\$6	\$8,130	\$6	1355	\$8,130
Excavation	CY	20501	\$20	\$410,020	\$20	20501	\$410,020
Pavement Removal/Placement	SY	23094	\$17	\$392,600	\$17	23094	\$392,600
Unsuitable Material Excavation	CY	950	\$28	\$26,600	\$28	950	\$26,600
Imported Borrow	CY	90573	\$10	\$905,730	\$10	90573	\$905,730
Exploratory Excavation (non-groundwater)	HR	32	\$275	\$8,800	\$275	32	\$8,800
Curb and Gutter	LF	43030	\$28	\$1,204,840	\$28	43030	\$1,204,840
Pedestrian Ramp w/ Detectable Warning Bump	EA	18	\$2,360	\$42,480	\$2,360	18	\$42,480
Concrete Driveaway Approach	SY	1800	\$83	\$149,400	\$83	1800	\$149,400
Concrete Sidewalk	SY	17989	\$40	\$719,560	\$40	17989	\$719,560
Crushed Aggregate for Base Type 1	TON	39080	\$22	\$859,760	\$22	39080	\$859,760
Superpave HMA, Class SP-3, 1 1/2" Agg	TON	21941	\$20	\$438,820	\$20	21941	\$438,820
Chip Seal	SY	97028	\$4	\$388,112	\$4	97028	\$388,112
Silt Fence	LF	26840	\$6	\$161,040	\$6	26840	\$161,040
Fiber Wallpost	LF	26840	\$6	\$161,040	\$6	26840	\$161,040
Hydroseed	ACRE	14.23	\$10,000	\$142,300	\$10,000	14.23	\$142,300
Relocate Existing Lighting Infrastructure	EA	12	\$1,100	\$13,200	\$1,100	12	\$13,200
Lighting Infrastructure	EA	12	\$1,100	\$13,200	\$1,100	12	\$13,200
Permanent Signing & Pavement Markings	LF	128600	\$0.25	\$32,150	\$0.25	128600	\$32,150
WATER							
Exploratory Excavation (non-groundwater)	HR	40	\$495	\$19,800	\$495	40	\$19,800
Water Main Pipe - Size 8-Inch - Type C905 DR 18 PVC	LF	5510	\$45	\$247,950	\$45	5510	\$247,950
Water Main Pipe - Size 10-Inch - Type C905 DR 18 PVC	LF	0	\$50	\$0	\$50	0	\$0
Water Main Pipe - Size 12-Inch - Type C905 DR 18 PVC	LF	5700	\$55	\$313,500	\$55	5700	\$313,500
Water Main Pipe - Size 15-Inch - Type C905 DR 18 PVC	LF	5357	\$85	\$455,345	\$85	5357	\$455,345
Water Main Pipe - Size 18-Inch - Type C905 DR 18 PVC	LF	11250	\$74	\$832,500	\$74	11250	\$832,500
Waterline Tie-In - Sizes Varies	EA	3	\$1,500	\$4,500	\$1,500	3	\$4,500
Valve - Size 10-Inch - Type Varies	EA	2	\$5,000	\$10,000	\$5,000	2	\$10,000
Valve - Size 12-Inch - Type Varies	EA	0	\$7,000	\$0	\$7,000	0	\$0
Valve - Size 15-Inch - Type Varies	EA	2	\$2,000	\$4,000	\$2,000	2	\$4,000
Valve - Size 18-Inch - Type Varies	EA	0	\$2,000	\$0	\$2,000	0	\$0
Valve - Size 24-Inch - Type Varies	EA	1	\$4,000	\$4,000	\$4,000	1	\$4,000
Valve - Size 4-Inch - Blowoff Assembly	EA	1	\$1,650	\$1,650	\$1,650	1	\$1,650
Hydrant	EA	0	\$5,500	\$0	\$5,500	0	\$0
Water Service Connection - Size 2-Inch	EA	2	\$3,200	\$6,400	\$3,200	2	\$6,400
Waterline Casing - Size 24-Inch - Type C905 PVC	LF	0	\$95	\$0	\$95	0	\$0
Inter tie with EGD at Corbin & Prairie	LS	1	\$75,000	\$75,000	\$75,000	1	\$75,000
Railroad Bore	LF	400	\$440	\$176,000	\$440	400	\$176,000
SEWER							
Pleasant View & Prairie Lift Station (180gpm)	LS	1	\$1,300,000	\$1,300,000	\$1,300,000	1	\$1,300,000
Pleasant View & Prairie Lift Station (unknown gpm)	LS	1	\$700,000	\$700,000	\$700,000	1	\$700,000
Exploratory Excavation (non-groundwater)	HR	20	\$500	\$10,000	\$500	20	\$10,000
Pressure Sewer Pipe - Size 6-Inch - Type ASTM 3034 SDR 35	LF	10890	\$50	\$544,500	\$50	10890	\$544,500
Pressure Sewer Pipe - Size 14-Inch - Type ASTM 3034 SDR 35	LF	3800	\$89	\$338,200	\$89	3800	\$338,200
6" Pressure Sewer Fitting	EA	8	\$2,000	\$16,000	\$2,000	8	\$16,000
14" Pressure Sewer Fitting	EA	2	\$2,900	\$5,800	\$2,900	2	\$5,800
Air/Vacuum Relief	EA	3	\$4,400	\$13,200	\$4,400	3	\$13,200
Plus Valve (14")	EA	1	\$8,000	\$8,000	\$8,000	1	\$8,000
Cleanout (4-12")	EA	2	\$17,500	\$35,000	\$17,500	2	\$35,000
Cleanout (12-24")	EA	3	\$20,000	\$60,000	\$20,000	3	\$60,000
Railroad Boring	LF	300	\$640	\$192,000	\$640	300	\$192,000
Existing Utility Protection	LF	16800	\$1	\$16,800	\$1	16800	\$16,800
Connection to Lift Station	EA	2	\$6,000	\$12,000	\$6,000	2	\$12,000
Connection to Existing Manhole	EA	1	\$1,500	\$1,500	\$1,500	1	\$1,500
Gravity Sewer Pipe - Size 8-Inch	LF	12990	\$50	\$649,500	\$50	12990	\$649,500
Manholes	EA	37	\$3,080	\$113,960	\$3,080	37	\$113,960
Overdepth	LF	5200	\$30	\$156,000	\$30	5200	\$156,000
RAILROAD							
Removal of Concrete Crossing Planks	SF	1778	\$60	\$106,680	\$60	1778	\$106,680
Concrete Crossing Planks	LF	276	\$1,000	\$276,000	\$1,000	276	\$276,000
Railroad Crossing Arms	LS	2	\$900,000	\$1,800,000	\$900,000	2	\$1,800,000
Permitting	EA	2	\$15,000	\$30,000	\$15,000	2	\$30,000
LARGER ITEMS							
Roundabout Upgrades (1 x 2 Lane)	LS	1	\$210,000	\$210,000	\$210,000	1	\$210,000
Traffic Light (Orange) with turn lanes	LS	1	\$500,000	\$500,000	\$500,000	1	\$500,000
Pleasantview/Solstice Intersection Upgrades - Concrete 2Dy	LS	1	\$475,000	\$475,000	\$475,000	1	\$475,000
Update Traffic Light (Solstice)	LS	1	\$100,000	\$100,000	\$100,000	1	\$100,000
				\$18,434,000			
							\$18,434,000
Engineering - Design	LS	1	\$1,923,115	\$1,923,115	\$1,923,115	1	\$1,923,115
Engineering - CFS	LS	1	\$1,923,115	\$1,923,115	\$1,923,115	1	\$1,923,115
Contingency	LS	1	\$1,881,677	\$1,881,677	\$1,881,677	1	\$1,881,677
Total							\$4,950,215

Exhibit D.4 – Scenario 2 Infrastructure Costs (Phase 5)

Item Name	Unit	Quantity	Unit Prices	Total Price
ROADWAY				
Mobilization	LS	1	\$1,366,000	\$1,366,000
Traffic Control	LS	1	\$400,000	\$400,000
Erosion and Sediment Control	LS	1	\$20,000	\$20,000
Clearing and Grubbing	ACRE	27.44	\$3,000	\$82,320
Removal of Curbs/Cuts and Clutter	LF	1354	\$6	\$8,124
Excavation	CY	20301	\$20	\$407,000
Pavement Removal/Placement	SY	28694	\$17	\$487,800
Unsuitable Material Excavation	CY	950	\$38	\$36,100
Imported Borrow	CY	90573	\$10	\$905,700
Exploratory Excavation (non-groundwater)	HR	32	\$276	\$8,832
Curb and Gutter	LF	43030	\$28	\$1,204,800
Pedestrian Ramp w/ Detectable Warning Bump	EA	18	\$2,500	\$45,000
Concrete Driveway Approach	SY	1808	\$93	\$168,144
Concrete Sidewalk	SY	17989	\$40	\$719,560
Crushed Aggregate for Base Type 1	TON	39040	\$22	\$858,880
Superpave HMA, Class SP-3, 1 1/2" Avg	TON	21941	\$70	\$1,535,800
Chole Seal	SY	97026	\$4	\$388,104
Silt Fence	LF	26840	\$6	\$161,040
Fiber Weirles	LF	26840	\$6	\$161,040
Hydroseed	ACRE	14.23	\$10,000	\$142,300
Relocate Existing Lighting Infrastructure	EA	12	\$143,000	\$1,716,000
Lighting Infrastructure	EA	167	\$14,000	\$2,338,000
Permanent Signing & Pavement Markings	LF	126660	\$0.25	\$31,665
WATER				
Exploratory Excavation (non-groundwater)	HR	40	\$495	\$19,800
Water Main Pipe - Size 8-inch - Type C905 DR 18 PVC	LF	5910	\$45	\$265,950
Water Main Pipe - Size 10-inch - Type C905 DR 18 PVC	LF	0	\$50	\$0
Water Main Pipe - Size 12-inch - Type C905 DR 18 PVC	LF	0	\$55	\$0
Water Main Pipe - Size 15-inch - Type C905 DR 18 PVC	LF	5357	\$85	\$455,345
Water Main Pipe - Size 18-inch - Type C909 DR 18 PVC	LF	13250	\$74	\$980,500
Waterline Tie-In - Sizes Vary	EA	3	\$1,500	\$4,500
Valve - Size 10-inch - Type Varies	EA	2	\$2,000	\$4,000
Valve - Size 12-inch - Type Varies	EA	0	\$2,000	\$0
Valve - Size 13-inch - Type Varies	EA	2	\$2,000	\$4,000
Valve - Size 18-inch - Type Varies	EA	0	\$2,900	\$0
Valve - Size 1-inch - Type Air Release	EA	1	\$4,400	\$4,400
Valve - Size 4-inch - Bussell Assembly	EA	2	\$1,650	\$3,300
Hydrant	EA	0	\$5,500	\$0
Water Service Connection - Size 2-inch	LF	2	\$5,300	\$10,600
Waterline Casing - Size 24-inch - Type C905 PVC	LF	0	\$35	\$0
Interstia with ECIL at Corbin & Prairie	LS	1	\$75,000	\$75,000
Railroad Flore	LF	400	\$448	\$179,200
SEWER				
Pleasant View & Prairie Lift Station (180gpm)	LS	1	\$1,300,000	\$1,300,000
Exploratory Excavation (non-groundwater)	HR	20	\$500	\$10,000
Pressure Sewer Pipe - Size 6-inch - Type ASTM 3034 SDR 35	LF	10860	\$58	\$629,880
Pressure Sewer Pipe - Size 14-inch - Type ASTM 3034 SDR 35	LF	5800	\$89	\$517,200
6" Pressure Sewer Fittings	EA	3	\$2,000	\$6,000
54" Pressure Sewer Fitting	EA	2	\$2,500	\$5,000
Air/Vacuum Relief	EA	3	\$4,400	\$13,200
Plug Valve (14")	EA	1	\$8,000	\$8,000
Clearout (<=12")	EA	2	\$17,500	\$35,000
Clearout (>12")	EA	3	\$20,000	\$60,000
Railroad Boring	LF	300	\$480	\$144,000
Existing Utility Protection	LF	18600	\$1	\$18,600
Connection to Lift Station	EA	2	\$6,000	\$12,000
Connection to Existing Manhole	EA	1	\$1,500	\$1,500
Gravity Sewer Pipe - Size 6-inch	LF	12990	\$58	\$753,420
Manholes	EA	27	\$3,080	\$83,160
Overdepth	LF	5300	\$30	\$159,000
RAILROAD				
Removal of Concrete Crossing Planks	SF	1278	\$60	\$76,680
Concrete Crossing Planks	LF	276	\$1,900	\$523,800
Railroad Crossing Arms	LS	1	\$800,000	\$800,000
Permitting	EA	2	\$15,000	\$30,000
LANDSCAPE				
Roundabout Upgrades (1 x 2 Lane)	LS	1	\$210,000	\$210,000
Traffic Light (Roundabout) with turn lanes	LS	1	\$500,000	\$500,000
Pleasantview/Seltice Intersection Upgrades - Concrete 20yr	LS	1	\$475,000	\$475,000
Update Traffic Light (Seltice)	LS	1	\$100,000	\$100,000
				\$18,434,000
Engineering - Design	LS	1	\$1,921,115	\$1,921,115
Engineering - CFS	LS	1	\$1,921,115	\$1,921,115
Contingency	LS	1	\$2,881,672	\$2,881,672
Total				\$25,158,902

Exhibit E – Parcel Map



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304-466-9332

Pleasant View
URD Boundary

Source:
Koussor County GIS
PROJECT: 1467
DRAWN BY: CSH
FILENAME: C:\100001_PleasantViewURDBoundary
DATE: 04-10-2017

Exhibit F – Supplemental Funding Options Analysis

Phase 1 Infrastructure
Pleasant View URD

Est. Phase 1 Cost (\$M)	\$6.78
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City Infrastructure Funding as % of Total Cost ¹	City Infrastructure Funding Amount (\$M)	Developer		Private Sector Payback Period (Yrs.)	Payback Year
		Responsibility (\$M)			
25%	\$1.69	\$5.08		8	2029
50%	\$3.39	\$3.39		7	2028
75%	\$5.08	\$1.69		5	2026

¹ Shown as % of Phase 1 infrastructure cost only. Estimate provided by Welch Comer Engineering.

Exhibit F.1 – URD Cash Flows Timeline – 25% Option

Surplus/Deficit

2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
(\$5.1)	(\$4.9)	(\$4.6)	(\$4.2)	(\$3.6)	(\$2.9)	(\$1.6)	(\$0.7)	\$0.7	\$2.3	\$4.1	\$6.1	\$8.4	\$1.2	\$4.0	\$6.2	\$8.5	\$7.0	\$5.2	

Annual Increase, Revenue
Annual Increase, Expense

2.1%	2.1%
------	------

Infrastructure Timing Assumptions

Construction Start Year	Phase
2021	1
2034	2
2036	3
2039	4

Transload Facility
Industrial - Prairie
Industrial - Pleasant View
Residential Mixed (RM)
Community Commercial Mixed (CCM)

Levy Assumptions

PFURA Levy Rate (2020)

2022	2023
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0.933902%

Total

Sources	38,613,997
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Uses	33,450,937
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Surplus/Deficit	5,163,060
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Exhibit F2 – UPD Cash Flows – 25% Option

Item	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	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Surplus/Deficit

Annual Increase, Revenue
Annual Increase, Expense

2.1%
2.1%

Infrastructure Timing Assumptions
2021

Assessment Year	Assessment Period	Assessment Type	Assessment Results	Assessment Summary
2021	2021-2022	Annual	85%	Good
2024	2024-2025	Annual	88%	Good
2036	2036-2037	Annual	90%	Good
2039	2039-2040	Annual	92%	Good

<u>Phase</u>	1	2	3	4
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Construction Start Year

Construction Start Year
Transbad Facility
Industrial - Prairie
Industrial - Pleasant View
Residential Mixed (RM)
Community Commercial Mix

Levy Assumptions

PFURA Levy Rate (2020)

2022
2025
2023
2024
2022

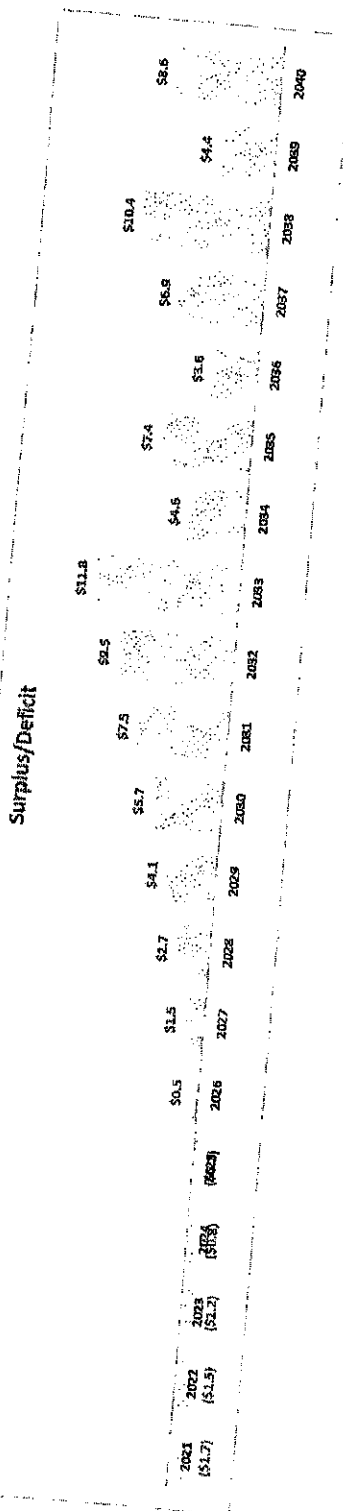
0.933902%

Total
Sources
40,308,359
Uses
33,450,937
Surplus/De deficit
6,857,422

Exhibit F.4 – URD Cash Flows – 50% Option

Detailed Facility		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	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Exhibit F.5 – URD Cash Flows Timeline – 75% Option



Annual Increase, Revenue
Annual Increase, Expense

2.1%
2.1%

Infrastructure Timing Assumptions

Year	Infrastructure Timing Assumptions
2021	
2034	
2036	
2039	

Phase

- 1
- 2
- 3
- 4

Construction Start Year

- Transload Facility
- Industrial - Prairie
- Industrial - Pleasant View
- Residential Mixed (RM)
- Community Commercial Mixed (CCM)

Levy Assumptions

PFURA Levy Rate (2020)

0.933902%

Total

Sources
42,002,722

Uses
33,450,937

Surplus/Deficit
8,551,784

APPENDICES

- Appendix A – Project Costs**
- Appendix B – Idaho Code Section 50-2008**
- Appendix C – Notice of Public Hearing(s)**
- Appendix D – Resolution of Finding of Disadvantaged Border Community Area**
- Appendix E – Resolution Establishing Plan and Increment Area**
- Appendix F – Notice of Public Hearing on Adoption of the District**
- Appendix G – Ordinance Adopting the Urban Renewal Plan and District Map**
- Appendix H – Owner Participation & Reimbursement Agreement (Formation of a Plan & District)**
- Appendix I – Owner Participation & Reimbursement Agreement (Existing Plan & District)**
- Appendix J – Public Meeting Discussion and related Press Articles**
- Appendix K – BUILD GRANT – submitted by the City of Post Falls prepared for the U.S. Department of Transportation to fund certain improvements associated with this Plan**

APPENDIX A – Project Costs

The following Engineer's opinion of probable costs are calculated in 2020 dollars:

Phase 1

Category of Work	Description	Estimated Cost
Roadway	○ Traffic signal or roundabout at intersection of Pleasant View and Grange Ave ○ Pleasant View & Grange Intersection Illumination ○ Turn Lanes at Grange Ave ○ Full roadway improvements on Grange Ave	\$2,151,000
Sewer	○ Lift station near Pleasant View and Prairie Ave (Prairie Lift Station) ○ 6" pressure sewer from Prairie lift station south to Seltice Way. ○ 14" pressure sewer from Prairie lift station to just south of BNSF RR (for future) ○ Gravity sewer east on Grange	\$3,025,000
Water	○ 18" potable water main on Pleasant View Road from Seltice Way to Prairie Avenue ○ Extend waterline east on Grange Ave ○ Intertie with East Greenacres Irrigation District	\$1,602,000
TOTAL ESTIMATED COST		\$6,778,000

Phase 2 & 3

Category of Work	Description	Estimated Cost
Roadway	○ Pleasant View widening from Grange to existing 5-lane section near SH 53 (illumination, curb, and shared use path on east side) ○ Conversion of single to double lane roundabout at Pleasant View and Prairie Avenue. ○ Prairie Ave widening with curb -- north side	\$4,288,000
Sewer	○ Partial lift station construction on Pleasant View near Lark Ave. ○ 8" gravity sewer from Project Drive parcel south along the development frontage ○ 14" pressure sewer from just south of BNSF RR along the development frontage	\$2,031,000
Water	○ Extend 15" potable water main on Pleasant View to SH 53 ○ 18" potable water main on Prairie, east of Pleasant View ○ Multiple potable water main sizes within residential/industrial development north of Prairie Ave	\$1,082,000
TOTAL ESTIMATED COST		\$7,401,000

Phase 4

Category of Work	Description	Estimated Cost
Roadway	- o Pleasant View widening with illumination, curb and shared use path on east side - o McGuire Road widening with curb – west side - o Full roadway improvements on Hargrave Ave - o Full roadway improvements on Poleline Ave	\$4,154,000
Sewer	- o Extend 8" gravity sewer south to Lark lift station - o Extend 14" pressure sewer south along development frontage - o Gravity sewer east on Hargrave Ave - o Gravity sewer east on Poleline Ave	\$621,000
Water	- o Extend waterline east on Hargrave Ave - o Extend waterline east on Poleline Ave	\$177,000
TOTAL ESTIMATED COST		\$4,952,000

Phase 5

Category of Work	Description	Estimated Cost
Roadway	- o Pleasant View widening with illumination, curb and shared use path on east side - o Full roadway improvements on Yukon Ave - o Full roadway improvements on Lark Ave - o Signal improvement to Seltice & Pleasant View Road	\$3,899,000
Sewer	- o Extend 14" pressure sewer to existing Infrastructure in Seltice - o Gravity sewer east on Yukon Ave - o Gravity sewer east on Lark Ave	\$199,000
Water	- o Extend waterline east on Yukon Ave - o Extend waterline east on Lark Ave	\$1,070,000
Railroad	o Railroad crossing improvements	\$1,637,000
TOTAL ESTIMATED COST		\$6,805,000

APPENDIX B – Idaho Code Section 50-2008

TITLE 50 MUNICIPAL CORPORATIONS CHAPTER 20 URBAN RENEWAL LAW

50-2008. PREPARATION AND APPROVAL OF PLAN FOR URBAN RENEWAL PROJECT. (a) An urban renewal project for an urban renewal area shall not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or a deteriorating area or a combination thereof and designated such area as appropriate for an urban renewal project.

(b) An urban renewal agency may itself prepare or cause to be prepared an urban renewal plan, or any person or agency, public or private, may submit such a plan to an urban renewal agency. Prior to its approval of an urban renewal project, the local governing body shall submit such plan to the planning commission of the municipality, if any, for review and recommendations as to its conformity with the general plan for the development of the municipality as a whole. The planning commission shall submit its written recommendations with respect to the proposed urban renewal plan to the local governing body within sixty (60) days after receipt of the plan for review. Upon receipt of the recommendations of the planning commission, or if no recommendations are received within said sixty (60) days, then without such recommendations, the local governing body may proceed with the hearing on the proposed urban renewal project prescribed by subsection (c) hereof.

(c) The local governing body shall hold a public hearing on an urban renewal project, after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the municipality. The notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the plan, and shall outline the general scope of the urban renewal project under consideration.

(d) Following such hearing, the local governing body may approve an urban renewal project and the plan therefor if it finds that (1) a feasible method exists for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan conforms to the general plan of the municipality as a whole; (3) the urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions,

outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

(e) An urban renewal plan may be modified at any time: Provided that if modified after the lease or sale by the urban renewal agency of real property in the urban renewal project area, such modification may be conditioned upon such approval of the owner, lessee or successor in interest as the urban renewal agency may deem advisable and in any event shall be subject to such rights at law or in equity as a lessee or purchaser, or his successor or successors in interest, may be entitled to assert.

(f) Upon the approval by the local governing body of an urban renewal plan or of any modification thereof, such plan or modification shall be deemed to be in full force and effect for the respective urban renewal area, and the urban renewal agency may then cause such plan or modification to be carried out in accordance with its terms.

(g) Notwithstanding any other provisions of this act, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of a flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the governor of the state has certified the need for disaster assistance under 42 U.S.C. section 5121, or other federal law, the local governing body may approve an urban renewal plan and an urban renewal project with respect to such area without regard to the provisions of subsection (d) of this section and the provisions of this section requiring a general plan for the municipality and a public hearing on the urban renewal project.

(h) Any urban renewal plan containing a revenue allocation financing provision shall include the information set forth in section 50-2905, Idaho Code.

History:

[50-2008, added 1965, ch. 246, sec. 8, p. 600; am. 2011, ch. 317, sec. 3, p. 914.]

**Appendix C – Notices of Public Hearing re: Comprehensive Plan Amendments,
Zoning Ordinance Amendments and Annexation**

**Appendix D - Resolutions re: Deterioration and Competitively Disadvantaged
Border Community Area**

- 1. City Resolution 20-10 – 8/18/20**
- 2. Agency Resolution 2020-04 – 8/20/20**
- 3. City Resolution 20-16 – 10/06/20**

RESOLUTION NO. 20-10

**A RESOLUTION OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO,
DECLARING THE AREA DESCRIBED HEREIN AS A DETERIORATING AREA**

WHEREAS, the City of Post Falls has contracted with the Hudson Company to perform a study to determine whether the area depicted on the attached Exhibit "A", which by this reference is incorporated herein, is eligible for inclusion in a new urban renewal area under the Idaho Urban Renewal Law and Local Economic Development Act; and

WHEREAS, Hudson Company has submitted an eligibility report dated August 2, 2020, which is attached hereto as Exhibit "B" and by this reference is incorporated herein, that finds that the area depicted in Exhibit "A" meets the criteria for a deteriorating area as defined in the Idaho Urban Renewal Law; and

WHEREAS, under I.C. 50-2018(9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in I.C. 22-4502(1) absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for 3 consecutive years; and

WHEREAS, Post Falls School District #273 owns property within the proposed district that may meet the definition of an agricultural operation and it has consented to the inclusion of its property within the area. A copy of the executed consent form from the School District is attached as Exhibit "C", which by this reference is incorporated herein; and

WHEREAS, Crystal Creek, LLC also owns property within the proposed district that may meet the definition of an agricultural operation and it has consented to the inclusion of its property within the area. A copy of the executed consent forms from Crystal Creek are attached as Exhibit "D", which by this reference is incorporated herein; and

WHEREAS, based on GIS information for the past 4 years and the eligibility report, the remainder of the property within the potential district does not contain any agricultural operations as defined in I.C. 22-4502(1) that has been used for agricultural purposes in the past 3 consecutive years; and

WHEREAS, Idaho Code Section 50-2018(18) states that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the county declaring a need for an urban renewal plan for the proposed area; and

WHEREAS, the City is in the process of annexing the area depicted in Exhibit "A" so that it will be wholly within the city limits of the City of Post Falls; and

WHEREAS, the urban renewal agency will not exercise jurisdiction over any area outside the city limits unless the Board of County Commissioners has declared a need to include such areas in the district and adopted the necessary ordinance and agreement to transfer authority for the area; and

WHEREAS, the city council has evaluated both the eligibility study (Exhibit "B") with regards to the inadequacy of the street layout, the lack of adequate infrastructure (in particular wastewater service), faulty lot layout in relation to size adequacy, accessibility or usefulness, diversity of property ownership and lot sizes and determined that the presence of these deteriorating conditions substantially impairs the growth of the City of Post Falls by limiting the growth of the industrial growth in this portion of the City; and

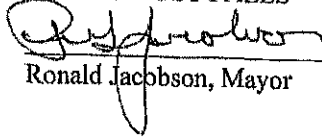
WHEREAS, the eligibility report also evaluated whether the study area is a competitively disadvantaged border area and concluded that the area is very competitive on taxes but may qualify based on a unique geographic feature regarding distance to critical shipping areas in western Washington. The City Council has evaluated this conclusion and determined that the case for a competitively disadvantaged border area is not compelling and does not rely on this basis.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Post Falls that the property depicted in Exhibit "A" is a deteriorating area and is appropriate for an urban renewal project in the event that the city council elects to consider establishing this area for a project. This determination is based upon the following findings of the city council:

1. The land described in Exhibit "A" is located within Kootenai County and within an area that the City of Post Falls is considering annexing.
2. That the lands described in Exhibit "A" that contain agricultural operations as defined in I.C. 22-4502(1) have consented to the inclusion of their property within the deteriorating area.
3. That the area depicted in Exhibit "A" has a predominance of defective or inadequate street layout including inadequate street infrastructure and limited north/south connectivity as discussed in Exhibit "B".
4. That the area depicted in Exhibit "A" is limited by faulty lot layout in relation to size, adequacy, accessibility or usefulness as discussed in Exhibit "B".
5. That the area depicted in Exhibit "A" has insanitary or unsafe conditions as discussed in Exhibit "B".
6. That the area depicted in Exhibit "A" has a diversity of ownership as discussed in Exhibit "B".
7. That the presence of these deteriorating area conditions in the area depicted in Exhibit "A" substantially impairs or arrests the sound growth of the City of Post Falls, retards the provision of housing accommodations in the area and constitutes an economic and social liability in its present condition.

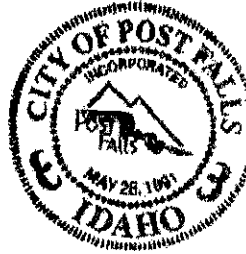
APPROVED by the City Council on this 18th day of August 2020.

CITY OF POST FALLS


Ronald Jacobson, Mayor

ATTEST:


Shannon Howard, City Clerk



RESOLUTION NO. 2020-04

**A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY
RECOMMENDING THAT THE PLEASANT VIEW AREA BE DECLARED A
DETERIORATED AREA AND RECOMMENDING BOUNDARIES FOR THE
DETERIORATED PLEASANT VIEW AREA**

WHEREAS, the Post Falls Urban Renewal Agency is a duly created and appointed urban renewal agency under the laws of the State of Idaho with the authority to recommend the designation of an area as a deteriorated area; and

WHEREAS, City of Post Falls has contracted with The Hudson Company and Welch Comer to perform a study to determine whether Pleasant View area as depicted on the attached Exhibit "A", which by this reference is incorporated herein, is eligible for inclusion in a new urban renewal area under the Idaho Urban Renewal Law and Local Economic Development Act; and

WHEREAS, The Hudson Company and Welch Comer have submitted an Eligibility Report dated August 2, 2020 concluding that the area depicted in Exhibit "A" meets the criteria for a deteriorated area as defined in the Idaho Urban Renewal Law and Local Economic Development Act.

NOW THEREFORE, BE IT RESOLVED, BY THE POST FALLS URBAN RENEWAL AGENCY AS FOLLOWS:

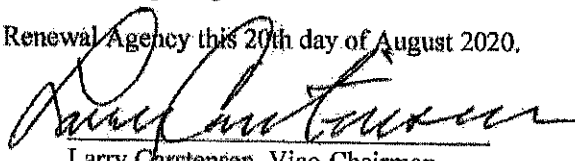
Section 1. The Agency hereby makes the following findings:

- a. That the property depicted in Exhibit "A" is a deteriorated area and is appropriate for an urban renewal project in the event that the Post Falls City Council elects to consider establishing this area for a project.
- b. That the rehabilitation, conservation, redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals and welfare of the residents of the City for the reasons set forth in the Eligibility Report.

Section 2. The Post Falls Urban Renewal Agency does hereby recommend that the City Council declares the land described in Exhibit "A" a deteriorated area pursuant to the Idaho Urban Renewal Law and the Local Economic Development Act in order to facilitate the creation of a urban renewal district for the revitalization and/or development of a light industrial area that is attractive to such businesses and will promote job creation.

Section 3. This resolution will be effective upon its passage.

Passed by the Post Falls Urban Renewal Agency this 20th day of August 2020.


Larry Carstensen, Vice-Chairman

*Figure 3: Proposed Pleasant View Urban Renewal District Boundaries
(Dark Shaded Lots with Lot Lines in Black)*

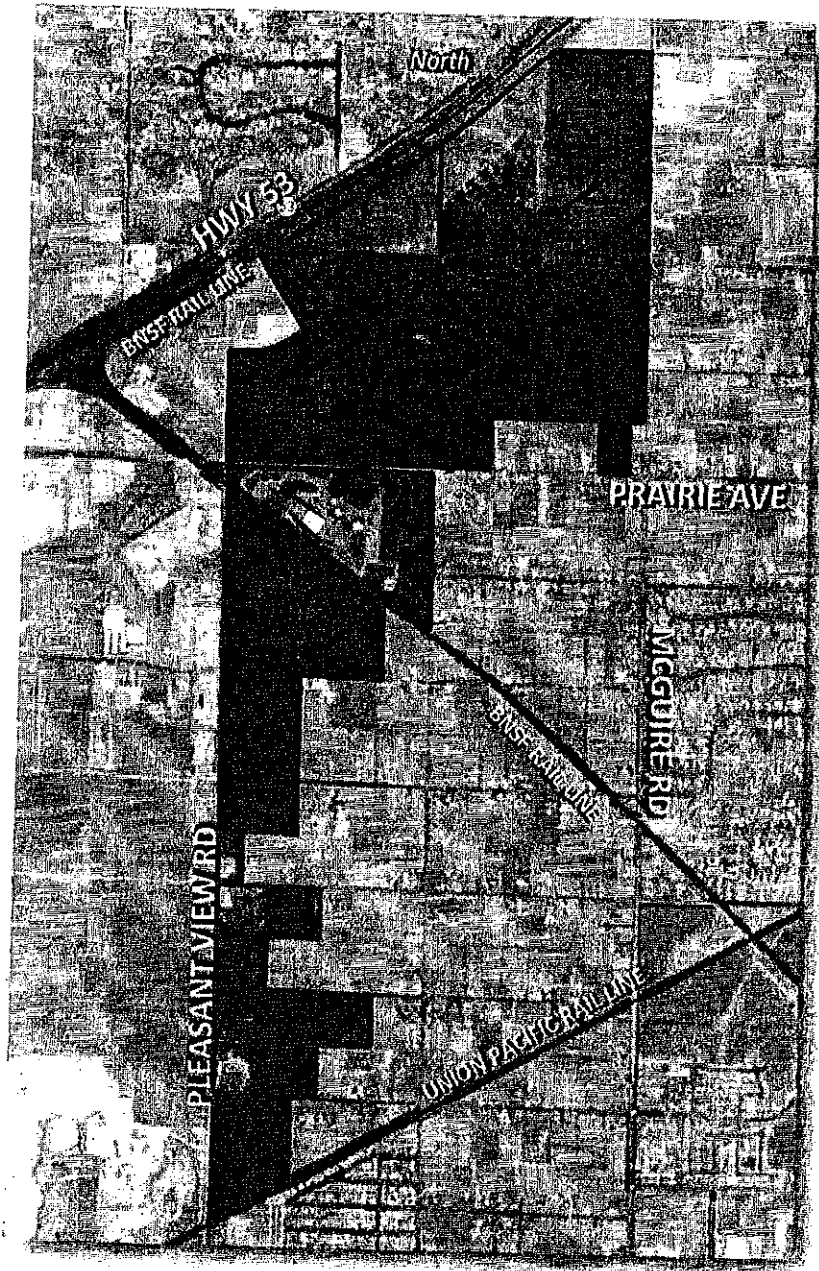


EXHIBIT A 1 of 1

RESOLUTION NO. 20-16

**A RESOLUTION OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO,
DECLARING THE AREA DESCRIBED HEREIN AS A DETERIORATING AREA**

SUPERSEDES RESOLUTION 20-10

WHEREAS, the City of Post Falls has contracted with the Hudson Company to perform a study to determine whether the area depicted on the attached Exhibit "A", which by this reference is incorporated herein, is eligible for inclusion in a new urban renewal area under the Idaho Urban Renewal Law and Local Economic Development Act; and

WHEREAS, Hudson Company has submitted an eligibility report dated September, 21, 2020, which is attached hereto as Exhibit "B" and by this reference is incorporated herein, that finds that the area depicted in Exhibit "A" meets the criteria for a deteriorating area as defined in the Idaho Urban Renewal Law; and

WHEREAS, under I.C. 50-2018(9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in I.C. 22-4502(1) absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for 3 consecutive years; and

WHEREAS, Post Falls School District #273 owns property within the proposed district that may meet the definition of an agricultural operation and it has consented to the inclusion of its property within the area. A copy of the executed consent form from the School District is attached as Exhibit "C", which by this reference is incorporated herein; and

WHEREAS, Crystal Creek, LLC also owns property within the proposed district that may meet the definition of an agricultural operation and it has consented to the inclusion of its property within the area. A copy of the executed consent forms from Crystal Creek are attached as Exhibit "D", which by this reference is incorporated herein; and

WHEREAS, based on GIS information for the past 4 years and the eligibility report, the remainder of the property within the potential district does not contain any agricultural operations as defined in I.C. 22-4502(1) that has been used for agricultural purposed in the past 3 consecutive years; and

WHEREAS, Idaho Code Section 50-2018(18) states that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the county declaring a need for an urban renewal plan for the proposed area; and

WHEREAS, the City is in the process of annexing the area depicted in Exhibit "A" so that it will be wholly within the city limits of the City of Post Falls; and

WHEREAS, the urban renewal agency will not exercise jurisdiction over any area outside the city limits unless the Board of County Commissioners has declared a need to include such areas in the district and adopted the necessary ordinance and agreement to transfer authority for the area; and

WHEREAS, the city council has evaluated both the eligibility study (Exhibit "B") with regards to the inadequacy of the street layout, the lack of adequate infrastructure (in particular wastewater service), faulty lot layout in relation to size adequacy, accessibility or usefulness, diversity of property ownership and lot sizes and determined that the presence of these deteriorating conditions substantially impairs the growth of the City of Post Falls by limiting the growth of the industrial growth in this portion of the City; and

WHEREAS, the eligibility report also evaluated whether the study area is a competitively disadvantaged border area and concluded that the area is very competitive on taxes but may qualify based on a unique geographic feature regarding distance to critical shipping areas in western Washington. The City Council has evaluated this conclusion and determined that the case for a competitively disadvantaged border area is not compelling and does not rely on this basis; and

WHEREAS, the City Council adopted Resolution 20-10 on August 18, 2020, which adopted a previous version of the eligibility study; and

WHEREAS, it was determined that the intersection of Pleasant View Road and Seltice Way should also be evaluated for inclusion in the potential district; and

WHEREAS, the Hudson Company analyzed the area and revised the eligibility study to include the Pleasant View/Seltice intersection.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Post Falls that the property depicted in Exhibit "A" is a deteriorating area and is appropriate for an urban renewal project in the event that the city council elects to consider establishing this area for a project. This determination is based upon the following findings of the city council:

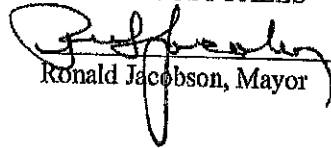
1. The land described in Exhibit "A" is located within Kootenai County and within an area that the City of Post Falls is considering annexing.
2. That the lands described in Exhibit "A" that contain agricultural operations as defined in I.C. 22-4502(1) have consented to the inclusion of their property within the deteriorating area.
3. That the area depicted in Exhibit "A" has a predominance of defective or inadequate street layout including inadequate street infrastructure and limited north/south connectivity as discussed in Exhibit "B".
4. That the area depicted in Exhibit "A" is limited by faulty lot layout in relation to size, adequacy, accessibility or usefulness as discussed in Exhibit "B".
5. That the area depicted in Exhibit "A" has insanitary or unsafe conditions as discussed in Exhibit "B".

6. That the area depicted in Exhibit "A" has a diversity of ownership as discussed in Exhibit "B".
7. That the presence of these deteriorating area conditions in the area depicted in Exhibit "A" substantially impairs or arrests the sound growth of the City of Post Falls, retards the provision of housing accommodations in the area and constitutes an economic and social liability in its present condition.
8. That this Resolution supersedes and replaces Resolution 20-10.

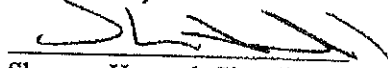
APPROVED by the City Council on this ~~18th day of August 2020,~~

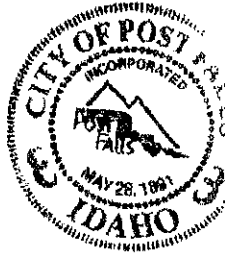
6th day of October 2020.

CITY OF POST FALLS


Ronald Jacobson, Mayor

ATTEST:


Shannon Howard, City Clerk



Appendix E – Resolution Establishing Plan and Revenue Allocation Area

- 1. Agency Resolution 2021-01 – 4/27/21**
- 2. P&Z Resolution 18-02 Determining conformity of the Plan with the City of Post Falls Comprehensive Plan – 5/11/21**

Resolution No. 2021-01

A RESOLUTION OF THE POST FALLS URBAN RENEWAL AGENCY, APPROVING THE PLEASANT VIEW DISTRICT URBAN RENEWAL PLAN AND REVENUE ALLOCATION AREA; RECOMMENDING APPROVAL THEREOF BY THE CITY COUNCIL OF THE CITY OF POST FALLS; MAKING CERTAIN FINDINGS AND CONCLUSIONS IN SUPPORT THEREOF; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS the City of Post Falls has, by Resolution Nos. 20-10 and 20-16, determined that the Pleasant View District Urban Renewal Area is deteriorated, deteriorating and/or a competitively disadvantaged border community area, and designated the same as appropriate for urban renewal projects;

WHEREAS the Post Falls Urban Renewal Agency is a duly created and appointed urban renewal agency under the laws of the State of Idaho with the authority to recommend the adoption by the City Council of the City of Post Falls, of an urban renewal plan for urban renewal projects;

WHEREAS the Post Falls Urban Renewal Agency has prepared an urban renewal plan for the Pleasant View District pursuant to Title 50, Chapters 20 & 29, Idaho Code (the "Plan"); and

WHEREAS, the Plan will include revenue allocation financing in order to pay for the costs of urban renewal projects.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE POST FALLS URBAN RENEWAL AGENCY AS FOLLOWS:

Section 1. The Agency hereby makes the following findings:

- a. The area of the Plan has been previously declared by the City of Post Falls to be a deteriorated, deteriorating and/or a competitively disadvantaged border community area;
- b. The Plan provides for varying workable methods to remediate the described deterioration and prevent future deterioration, and contains the necessary elements required by Idaho law, including but not limited to an economic feasibility study which finds that the estimated tax increment revenue is sufficient to repay the debt to be incurred to provide the improvements described within the Plan;
- c. The Plan specifically indicates the type of improvements and rehabilitation projects that are proposed to be carried out, including land uses, densities, building requirements, methods of financing, and a revenue allocation provision.
- d. The Plan describes the Pleasant View District Urban Renewal Area and Revenue Allocation Area by a metes and bounds description, along with a map prepared in a draftsmanlike manner as required by Idaho Code;
- e. The Plan conforms to the general plan of the City of Post Falls, and is in conformance with the City's Comprehensive Plan;
- f. The Plan does not anticipate the displacement of any families; and

- g. The Plan will enhance public recreational facilities and activities within the City, encourage private enterprise, and will afford maximum opportunity, consistent with the sound needs of the City as a whole, to facilitate the long term growth of the tax base.

Section 2. The Post Falls Urban Renewal Agency does hereby approve the Pleasant View District Urban Renewal Plan and Revenue Allocation Area, with a term of twenty (20) years, and recommends formal approval thereof by the City Council of the City of Post Falls as required by Idaho law. This Resolution shall be effective upon its passage.

Passed by the Post Falls Urban Renewal Agency this 27th day of April, 2021.


Jerry Baltzell, Chairman

Appendix F – Notice of Public Hearing on Adoption of the District

1. City Council – 6/01/21

Appendix G – Ordinance Adopting the Urban Renewal Plan and District Map

1. Ordinance No. – 6/01/21

**Appendix H – Owner Participation & Reimbursement Agreement
(Formation of a Plan and District)**

POST FALLS URBAN RENEWAL AGENCY

Owner Participation and Reimbursement Agreement (Formation of a Plan & District)

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, 201 E. 4th Avenue, Post Falls, ID, 83854, hereinafter referred to as the Agency, and _____

a _____, of _____, hereinafter referred to as the Participant.

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act, and

WHEREAS the Participant has requested that the Agency design an urban renewal plan for a defined area found by the Post Falls Urban Renewal Agency to be a disadvantaged Border Community pursuant to Resolution No. _____, on the ____ day of _____, and to establish an urban renewal district, hereinafter referred to as the Plan and the District, and

WHEREAS the Participant owns or controls real property located within the boundaries of the proposed District, and more specifically described in Exhibit A, attached hereto and incorporated by reference herein, and hereinafter referred to as the Site, and

WHEREAS the Participant intends to construct public infrastructure improvements on the Site, as more specifically described in Exhibit B, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project, and

WHEREAS the Agency has reviewed the elements of the Project and feels that the Project would enhance the redevelopment and revitalization of the proposed District pursuant to the provisions of the proposed Plan, and

WHEREAS the Agency and the Participant seek to cooperate in the construction of public infrastructure improvements, and

WHEREAS until such time as the Project is completed the tax increment revenues from the District would be insufficient to pay for construction of the Project, and

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed from future tax increment revenues received by the Agency from the District as those revenues are received, and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with Agency funded reimbursement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until the termination of the Plan, whichever shall first occur.
2. **PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES:** The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on Exhibit C, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements. Any other public improvements that are constructed by the Participant as part of the Project are not eligible for reimbursement pursuant to this Agreement.
3. **CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS:** The participant agrees to construct the Agency Funded Public Improvements consistent with the following:
 - 3.1. The improvements to be constructed shall be in accordance with the overall City infrastructure plans, policies, and design standards.
 - 3.2. Prior to commencing construction, all necessary permits will be obtained by the Participant.
 - 3.3. Construction and quality control inspections shall be provided by the Participant's engineer of record.
4. **CONDITIONS:** In consideration for the commitments presented by the Participant, the Agency agrees to continue to proceed with reimbursement for the Agency Funded Public Improvements, subject to the following conditions:
 - 4.1. The Participant shall comply with the City of Post Falls design review approvals and all applicable local, state and federal laws.
 - 4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals.
 - 4.3. The Participant shall complete improvements as described in Exhibit C and any attachments to Exhibit C.

- 4.4. The Participant shall allow the Agency or its agent to review the final design and construction of the Project.
- 4.5. The Participant agrees to invoice the Agency per the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agent, and the availability of tax increment revenues for the District.
- 4.6. The Participant agrees to tender to the Agency the Agency's costs for design and adoption of the Plan, estimated to be approximately FIFTEEN THOUSAND DOLLARS (\$15,000.00), which amount shall be considered a reimbursable Participant Advance, hereinafter described.
- 4.7. The Participant shall complete the Project Improvements on or before the _____ day of _____.

5. INITIAL CONSTRUCTION FUNDING: The Participant shall pay for all of the costs of installation of the Agency Funded Public Infrastructure set forth in Exhibit C and previously approved by the Agency, hereinafter referred to as Participant Advances.

6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Participant Advances subject to the following conditions and understandings:

6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Participant Advances from the tax increment revenues of the District directly resulting from the Project improvements being made by the Participant. If for any reason tax increment revenues anticipated to be received by the Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.

6.2. It is the understanding of the Parties that tax increment revenues received by the Agency for the District will first be used in the following manner and order:

- 6.2.1. To reimburse the Participant for the prepaid costs of designing and adopting the Plan (above-discussed).
- 6.2.2. To reimburse the Agency for the costs of amending the Plan and/or any remaining unpaid costs of designing or adopting the Plan.
- 6.2.3. For the payment of the District's annual contribution to the administrative costs of the Agency.
- 6.2.4. For the repayment of any outstanding debt of the District.
- 6.2.5. For the payment into a district wide reserve account pursuant to the policies of the Agency, and
- 6.2.6. For the reimbursement of Participant Advances.

The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's policies concerning the use of tax increment revenue and cost reimbursement.

- 6.3. The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right within the sole discretion of the Agency to make adjustments to the Plan, including the ability to terminate a non-performing plan.

7. MISCELLANEOUS:

- 7.1 The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.
- 7.2 The Participant agrees to indemnify and hold harmless the Agency from any and all liability and/or obligations not specifically provided for in this Agreement to be performed by the Agency with reference to the Project.
- 7.3 The Participant does hereby grant to the Agency and its agents a right of access to the Project area for the purposes of inspections.
- 7.4 The Participant agrees at the appropriate time to convey title to Agency Funded Public Infrastructure either to the Agency or to the City of Post Falls.
- 7.5. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 7.6. The rights and obligations provided for in this Agreement may not be assigned.
- 7.7. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement action to be brought in Kootenai County, Idaho. The prevailing party in any action shall be entitled to attorneys fees and costs.
- 7.8. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: _____
Chairman

\\\\192.168.1.4\\Public\\URA Policy Folder\\Policy 01 Create & Manage New District\\01-I OPA Format - New Plan & District.doc

PARTICIPANT:

By: _____

SAMPLE

**Appendix I – Owner Participation & Reimbursement Agreement
(Existing Plan and District)**

OWNER PARTICIPATION AND REIMBURSEMENT AGREEMENT
(Existing Plan & District)

THIS AGREEMENT made and entered into this ____ day of _____, 20____,
by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency,
201 E 4th Avenue, Post Falls, ID, 83854, hereinafter referred to as the Agency, and _____

a _____, of _____
hereinafter referred to as the Participant.

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act, and

WHEREAS the Post Falls City Council did on _____, 20____, pass Ordinance No. _____, duly adopting the _____ Urban Renewal Plan and created the _____ Urban Renewal District, and

WHEREAS the Participant owns or controls real property located within the boundaries of the District, and more specifically described in **Exhibit A**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Site, and

WHEREAS the Participant intends to construct public infrastructure improvements on the Site, as more specifically described in **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project. A detailed list of the proposed improvements associated with the Project is attached hereto as **Exhibit C**. Detailed illustrations of these proposed improvements are attached hereto as Exhibit D, and

WHEREAS the Agency has reviewed the elements of the Project and feels that the Project would enhance the redevelopment and revitalization of the District pursuant to the provisions of the Plan, and

WHEREAS the Agency and the Participant seek to cooperate in the construction of public infrastructure improvements, and

WHEREAS until such time as the Project is completed the tax increment revenues from the District would be insufficient to pay for construction of the Project, and

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed from future tax increment revenues received by the Agency from the District as those revenues are received, subject to repayment of existing Agency obligations within the District as hereinafter provided for in Section 6 of this Agreement, and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with Agency funded reimbursement.

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NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until the termination of the Plan, whichever shall first occur.
2. **PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES:** The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on **Exhibit C**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements which shall qualify for reimbursement subject to the conditions set forth herein when they have been constructed, dedicated to the public, City of Post Falls, or the Agency, and accepted by the City of Post Falls or the Agency, which acceptance shall not be unreasonably withheld. Any other public improvements that are constructed by the Participant as part of the Project are not eligible for reimbursement pursuant to this Agreement.
3. **CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS:** The participant agrees to construct the Agency Funded Public Improvements consistent with the following:
 - 3.1. The Improvements to be constructed shall be in accordance with the overall City infrastructure plans, policies, and design standards. Such Improvements shall not be eligible for reimbursement until they are dedicated to the public.
 - 3.2. Prior to commencing construction, all necessary permits will be obtained by the Participant and/or the Participant's agents..
 - 3.3. Construction and quality control inspections shall be provided by the engineer of record and the City.
4. **CONDITIONS:** In consideration for the commitments presented by the Participant, the Agency agrees to continue to proceed with reimbursement for the Agency Funded Public Improvements, subject to the following conditions:
 - 4.1. The Participant shall comply with the City of Post Falls design review approvals and all applicable local, state and federal laws.
 - 4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals, which shall contain specific timelines for completing the Agency Funded Public Improvements.
 - 4.3. The Participant shall complete the Agency Funded Public Improvements described in **Exhibit C** and any attachments to **Exhibit C**.
 - 4.4. The Participant shall allow the Agency or its agent to review the final design and construction of the Project.

- 4.5. The Participant agrees to invoice the Agency per the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agent, and the availability of tax increment revenues for the District.
- 4.6. The Participant shall complete the Improvements on or before the _____ day of _____, 20____.
5. INITIAL CONSTRUCTION FUNDING: The Participant shall pay for all of the costs of installation of the Agency Funded Public Improvements set forth in **Exhibit C** and previously approved by the Agency, hereinafter referred to as Participant Advances.
6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Participant Advances subject to the following conditions and understandings:
- 6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Participant Advances from the tax increment revenues of the District and in order of approval by the Agency of any other project obligation within the District. If for any reason tax increment revenues anticipated to be received by the Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.
- 6.2. It is the understanding of the Parties that tax increment revenues received by the Agency for the District will first be used in the following manner and order:
- 6.2.1. To reimburse the Agency for the costs of amending the Plan and/or any remaining unpaid costs of designing or adopting the Plan.
- 6.2.2. For the payment of the Participant's annual contribution to the administrative costs of the Agency as established in the Agency's annual budget, and applicable equally to each participant.
- 6.2.3. For the repayment of any debt of the District disclosed to the Participant upon the execution of this Agreement.
- 6.2.4. For the reimbursement of other proponents in the District that have orders of approval that predate the order of approval authorizing the Participant's reimbursement.
- 6.2.5. To the reimbursement of Participant Advances.
- 6.3. The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's policies concerning the use of tax increment revenue and cost reimbursement, which the Participant agrees to be bound by.
7. The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right within the sole discretion of the Agency to make adjustments to the Plan.

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8. MISCELLANEOUS:

- 8.1. The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.
- 8.2. The Participant agrees to indemnify and hold harmless the Agency from any and all liability and/or obligations not specifically provided for in this Agreement to be performed by the Agency with reference to the Project, except for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Agency, its agents, employees or indemnitees.
- 8.3. The Participant does hereby grant to the Agency and its agents a right of access to the Project area for the purposes of inspections.
- 8.4. The Participant agrees at the appropriate time to convey title to Agency Funded Public Improvements either to the Agency or to the City of Post Falls. As long as the Improvements comply with the terms and provisions of this Agreement, the Agency agrees to accept the dedication.
- 8.5. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 8.6. The rights and obligations provided for in this Agreement may not be assigned without the mutual agreement of the Parties, which consent shall not unreasonably be withheld. It being understood that the right of reimbursement to the Participant shall survive any assignment, sale and/or lease of portions of the Site to third parties. The Participant shall coordinate with the Agency on behalf of such third parties so that the Agency's direct involvement with such third parties will be limited as much as possible.
- 8.7. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement action to be brought in Kootenai County, Idaho. The prevailing party in any action shall be entitled to attorney's fees and costs.
- 8.8. The Parties agree that in the event that there is a disagreement or dispute over the terms and provisions of this Agreement, including reimbursement submittals, that the Parties will mutually submit the disagreement or dispute to non-binding mediation utilizing a mediator mutually agreeable to the Parties, with the Parties jointly sharing the costs of mediation. In the event that the Parties cannot agree on a mediator or if the mediation is unsuccessful, the Parties shall engage in a binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Costs and fees, including but not limited to reasonable attorney's fees, incurred in such arbitration shall be awarded to the prevailing party as the term is defined by Idaho Law.
- 8.9. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors and assigns.

8.10. All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void or unenforceable, it shall not affect the legality, validity or enforceability of any other provision or portion of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: _____
Chairperson

PARTICIPANT:

By: _____

Appendix J – Public Meetings Discussion & Related Press Articles

Below are meeting dates where the Pleasant View Urban Renewal District was discussed and related articles that were printed in the Coeur d'Alene Press.

11/19/19	City Council Meeting – Keller Wastewater Study Presented and Approved
05/14/20	City Council Meeting – Approval of Build Grant for Pleasant View Project
06/02/20	City Council Workshop on Pleasant View District (Bob Seale)
06/02/20	City Council Meeting – Approval of the Eligibility Contract
07/07/20	City Council Workshop on Pleasant View Annexation/URD (Shelly Enderud)
08/04/20	KC BOCC Meeting to discuss Joint Power's Agreement
08/11/20	KC BOCC Meeting – approved Joint Power's Agreement
08/18/20	City Council Meeting – Approval of the Eligibility Study; Pass Resolution on Deterioration
08/18/20	City Council Meeting – Approval of Feasibility Study Contract
08/20/20	Urban Renewal Meeting – Approval of Eligibility Study; Pass Resolution on Deterioration
10/06/20	City Council Adoption of a Superseding Resolution Declaring the Pleasant View Urban Renewal District Area to be a Deteriorating Area
12/08/20	Presentation to Kootenai County Board of Commissioners on proposed District
12/15/20	City Council Workshop: Pleasant View Feasibility Study and East Post Falls Projects
12/17/20	Urban Renewal Meeting – City Staff update on the proposed Pleasant View URD
01/12/21	Kootenai County Board of Commissioners public hearing on transferring property to the City.
01/19/21	Kootenai County Board of Commissioners adopts resolution 2021-09 finding a need to include areas outside city limits in the district.
02/09/21	Kootenai County Business Meeting approval of Quit Claim Deed to City
02/16/21	Pleasant View Annexation Public Hearing
01/27/21	Annexation Phase 1 Hearing at P & Z Meeting
02/16/21	Annexation Phase 1 Hearing at City Council
4/20/21	Joint Workshop to discuss the Feasibility Study

- 4/27/21 URA Workshop to approve Resolution 2021-01 approving the Pleasant View District Urban Renewal Plan and Revenue Allocation Area and recommending approval thereof by the Post Falls City Council
- 05/11/21 URD Pleasant View District (New Business Item for Planning and Zoning)
- 06/01/21 URD Pleasant View District Hearing for City Council

CDA Press Articles:

- 07/09/20 Article reviewing the City Council meeting discussion from 07/07/20
- 08/06/20 Article on Joint Power's Discussion at BOCC Meeting
- 10/12/20 Pleasant View Project as part of Vehicle Fee: There is no plan B

Appendix K – BUILD Grant



Pleasant View Road Arterial Improvements Project

2020 BUILD Transportation Discretionary Grant Application

Submitted By: City of Post Falls, Idaho
Project Type: Public Transportation
Location: City of Post Falls, Kootenai County
Area: Rural
Total Project Cost: \$23,984,410
BUILD Grant Request: \$21,643,418

Contact:
Ronald Jacobson, Mayor
208 Spruce Street
Post Falls, ID 83854
(208) 773-3511
rjacobson@postfallsidaho.org



Prepared for the U.S. Department of Transportation
Office of the Secretary of Transportation
May 18, 2020

APPLICATION AT A GLANCE

APPLICATION AT A GLANCE

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United States Senator Mike Crapo
United States Senator James E. Risch
United State Representative Russ Fulcher
Idaho Governor Brad Little
Idaho Department of Commerce
Idaho Transportation Department
Local Highway Technical Assistance Council
Kootenai Metropolitan Planning Organization
BNSF
Kootenai County Board of Commissioners
Post Falls Highway District
Post Falls School District
[REDACTED]
City of Coeur d'Alene
City of Hauser
City of Hayden
City of Rathdrum
Post Falls Urban Renewal Agency
Coeur d'Alene Area EDC
Panhandle Area Council

RESOURCE LINKS <https://www.postfallsidaho.org/pleasant-view-arterial-project/>

Benefit-Cost Analysis
Benefit-Cost Analysis Spreadsheet
BNSF Hauser Rail Junction Detail Map
City of Post Falls Transportation Master Plan 2017
Concept Construction Plans
KMPO Critical Arterial Corridors
KMPO Metropolitan Transportation Plan 2010-2035
Transload Facility Preliminary Site Plan

APPLICATION AT A GLANCE

Proposed Title:	Pleasant View Road Arterial Improvements Project
Geospatial Information:	N 47 degrees 43'50", W 117 degrees 00'06"
Kootenai County Demographics:	Population (2019): 165,697 ¹ Median Household Income (2018): \$56,188 ² Personal Per Capita Income (2018): \$44,987 ³ Persons Below Poverty Level: 10.3% ⁴ Unemployment Rate: 3.9% ⁵
Post Falls City Demographics:	Population: 34,691 ⁶ Persons Below Poverty Level: 13.3% ⁷
Congressional District:	Idaho 01
Economically Distressed:	2018 Median Household Income \$56,188: 90.7% of U.S.
Special Considerations:	None
Project Classification:	Road – New Capacity
Funding Request:	\$21,643,418
Matching Support:	\$2,340,992
Benefit to Cost:	3.11:1
Supporting Documentation:	https://www.postfallsidaho.org/pleasant-view-arterial-project/

¹ Stats America, 2018 – 2020 Data, USA Counties in Profile, Overview for Kootenai County, ID, <http://www.statsamerica.org/USCP/>

² *Ibid.*

³ *Ibid.*

⁴ U.S. Census Bureau, <https://www.census.gov/quickfacts/fact/table/kootenaicountyidaho,postfallscityidaho/PST045219>

⁵ Idaho Department of Labor, *Monthly Labor Force Data*, March 2020 Preliminary April 17, 2020, https://hmi.idaho.gov/publications/2020/LAUS/2020_LaborForce.pdf

⁶ U.S. Census Bureau, <https://www.census.gov/quickfacts/fact/table/kootenaicountyidaho,postfallscityidaho/PST045219>

⁷ *Ibid.*

PROJECT NARRATIVE

I. PROJECT DESCRIPTION

Introduction

One of the fastest growing areas in the area, the increasing growth of Post Falls is a result of a strong partnership between the private and public sectors, all working together to promote improved job opportunities in Kootenai County. The Pleasant View Road Arterial Improvements Project is a collaborative effort of state and local agencies, as well as private sector landowners and developers.

This application for BUILD grant funding is a collective effort to provide commerce connectivity between regional businesses and the multiple transportation corridors that converge in Post Falls. It will add roadway capacity and install public utility infrastructure along Pleasant View Road from Seltice Way north to SH-53 (SH-53). The project area is served by the Kootenai Metropolitan Planning Organization (KMPO). Pleasant View Road and the need for arterial improvements is identified in the KMPO 2010-2035 Metropolitan Transportation Plan.

Project Background

An area sandwiched between McGuire Road on the east, Seltice Way to the south, SH-53 to the north and bordering the Idaho-Washington border to the west is identified in the City's Comprehensive Plan as the West Prairie Focus Area. Rich in available land for development, the City's Comprehensive Plan identifies this focus area as transitional, with portions expected to develop as future residential, commercial, and industrial uses. The emphasis of this project, Pleasant View Road, is included in this focus area. City Planners identified this area prime for development and completed a Water and Sewer Masterplan for the Pleasant View Road corridor. Transportation components are on the radar of the Kootenai Metropolitan Planning Organization, Idaho Transportation Department, City of Post Falls, and the Post Falls Highway District for infrastructure improvements as a regional transportation hub.



*Post Falls Comprehensive Plan Appendix A-
West Prairie Focus Area*

A local economic development corporation, the Coeur d'Alene Area EDC, focuses their efforts on business recruitment, retention, and expansion. Over the last 5 years, the North Idaho region has been a hot spot for business expansions that want to take advantage of the population and job growth in the northwestern United States and southwestern Canada. Transportation and distribution companies interested in this market area has made the region home or have expanded in the region, namely, 4-Wheel Parts, Sysco, Odom, and Orgill. Over the last two years, a transportation company has shown a strong interest in expanding operations in the industrial/commercial area along

Pleasant View Road. They need not only city infrastructure (water and sewer) to meet their workforce needs, but their business operations need expanded transportation infrastructure along Pleasant View Road to handle both their transport traffic and their employee shift traffic. Likewise, the Coeur d'Alene Area EDC has also been in discussion with two of their partners who are interested in expanding in the North Idaho, in the same region as the company to build a transportation & distribution cluster in the Pleasant View Road corridor.

Businesses are interested in the area because of its proximity to the Idaho-Washington border, allowing them to access not only the transportation corridors in the area, but also the workforce from both the Idaho and Washington communities. Situating a business close to the border minimizes employee commute from both states.

Transportation Challenge

The City of Post Falls is located within Kootenai County, Idaho, and is one of the fastest growing counties in the fastest growing state in the country. Idaho's 2018-2019 population growth rate was 2.1%⁸ and Kootenai County's 2018-2019 population growth rate was 2.8 %.⁹ As a result, it has become an attraction for large new employers and economic generators within the region. This growth has also led to traffic congestion on both State Highway 41 (SH-41) and US Highway 95 (US-95) which bisect these rapidly growing urban areas.

Pleasant View Road provides an essential connection between I-90 and SH-53, with linkages to SH-41 and access to US-95. Long term growth will not accommodate safe and efficient movement of freight and other users of this critical transportation corridor. Several opportunities of businesses interested in expanding in North Idaho have materialized over the last 5 years, but the lack of adequate infrastructure on Pleasant View Road has prevented the projects from becoming a reality.

The transportation system continues to experience the effects of growth and development. Arterials built to serve developments are absorbing the traffic coming in from outlying suburban areas as well. Current traffic operations within the regional transportation system have a high overall operating performance. However, this performance is expected to decline as growth and development continue to have an impact in the outlying areas. In the 2007 model base Pleasant View Road was nearing capacity, primarily at intersections. The No-Build model for the year 2030 identifies that Pleasant View Road will be operating over capacity. To be proactive and prevent this decline, it is important to construct this project that meets transportation needs identified in [the] Metropolitan Transportation Plan.¹⁰



⁸ U.S. Census, <https://www.census.gov/data/tables/time-series/demo/popest/2010s-state-total.html>

⁹ U.S. Census, <https://www.census.gov/data/tables/time-series/demo/popest/2010s-counties-total.html>

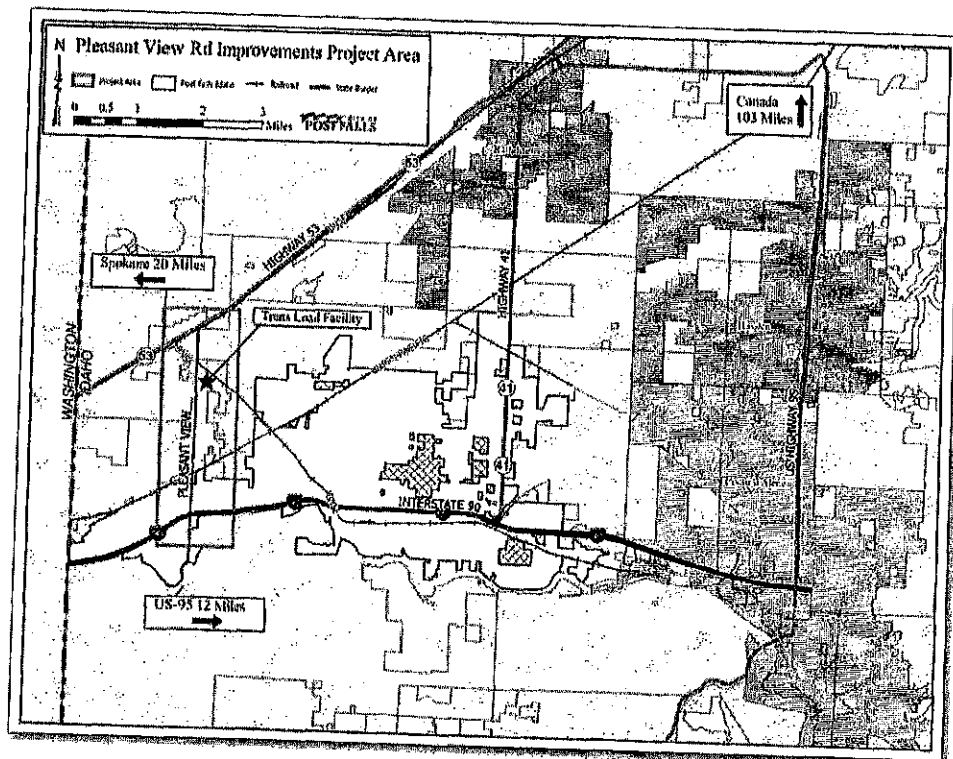
¹⁰ 2010-2035 Metropolitan Transportation Plan – KMPO, <https://www.kmpo.net/metropolitan-transportation-plan/>

The City of Post Falls, in cooperation with the Post Falls Highway District, are planning for the development of the Pleasant View Road Corridor for commercial and industrial development. This development is intended to provide an alternative north-south route connecting Interstate-90 (I-90) with SH-53, thus allowing freight and commuter traffic to avoid increasingly congested areas. In response, a large trucking company has purchased property within that corridor with the intention of developing it as their corporate headquarters complete with a full-scale trucking terminal and rail-truck transload facility.

Solution to Transportation Challenge

A central and critical element of this development is the need to serve this new facility efficiently and effectively through the shipment of freight. The truck terminal and transload facility will be the only facility of its kind in Northern Idaho. It will establish an inland port and provide improved connectivity between the region and the national and international trade corridors that converge in Northern Idaho. Combined with the transportation and supporting utility improvements, this will result in both qualitative and quantifiable benefits to the region.

Pleasant View Road is a major arterial connecting with both I-90 and SH-53, which is a direct connection to the City of Spokane, Washington and the Cities of Hauser and Rathdrum, Idaho. SH-53 connects with SH-41, which can also connect with US-95 that travels north to Canada and south



to Mexico. I-90 and US-95 connects the project to the Cities of Coeur d'Alene and Hayden. Completion of this project will improve safety and capacity as planned with the Idaho Transportation Department's programming.

COVID-19 Statement

The preliminary unemployment data from the Idaho Department of Labor is 3.9% in Kootenai County, 3.4% in the City of Post Falls. Although updated rates in the State of Idaho will not appear until the third or fourth week of May, the US unemployment rate jumped from 4.4% to 14.7% unemployment the first week of May—a **234% increase**. Using this as a benchmark, it is likely that the local unemployment rate has increased at a similar level. This project will spur additional business growth, creating jobs for those unemployed because of the COVID-19 pandemic.

Freight transportation is the backbone of our nation's supply chain. The importance of this supply chain has never been highlighted more than in recent months due to the pandemic. Runs on just the basic necessities have shown that there are vulnerabilities in the supply chain, and construction of facilities such as those proposed with this project will strengthen the efficiency of that supply chain in the Inland Northwest. With an existing fleet of over 1,000 trucks, the transportation company showing a strong interest in placing their corporate headquarters on Pleasant View Road plans to grow by 20 trucks a year, assuming the freight demand is available.

Statement of Work

The roadway infrastructure to be constructed by the BUILD Grant consists of widening 2.5 miles of Pleasant View Road from a two-lane to a five-lane urban arterial. The improvements will consist of new asphalt, paving, curbing, street lighting, storm drainage collection and treatment and paved multi-use pathway. Two rail crossings will be widened, a single lane roundabout will be converted to a double lane roundabout and a traffic signal will be installed to accommodate safe movements from the proposed trucking and transload facility. Rights-of-Way acquisition is required.

The utility portion of the grant funding consists of domestic water and wastewater collection. The water portion is the installation of an 18" water main north from Pleasant View Road to provide safe drinking water and adequate fire flows for the development. The wastewater portion consists of the installation of a collection line, a new lift station and force main for transporting collected wastewater to the City's wastewater treatment facility. The utilities will be owned and maintained by the City.

Upon completion of the improvements, Pleasant View Road will be one of the primary arterials providing direct access from SH-53 to I-90 and promoting safe and efficient movement of freight and people throughout the inland northwest region, connecting with US-95, as a designated NAFTA route.

Specifically, the project will provide for:

1. Final engineering design;

2. The appropriate review of the project in compliance with the National Environmental Policy Act (NEPA) guidance; and
3. Expansion of Pleasant View Road, construction of water and sewer and a transload facility as follows:

Transportation

a) Arterial to a 5-lane Principle Arterial.

Major categories of work include:

- Widen 11,500 feet of Pleasant View Road (2.2 miles)
 - 4" asphalt on 6" base, 76-foot width (face of curb to face of curb)
 - Chip seal extents (existing and new pavement)
 - Roadway delineation (signs and markings)
- Curb & Gutter (both sides, full length)
- Railroad crossing modifications 2x (Hauser BNSF Spur & UPRR Mainline)
- Roadway Illumination (full length)
- Roundabout modification (Prairie Avenue / Pleasant View Road)
- Traffic Signals
 - New Construction – Grange Avenue / Pleasant View Road
 - Modifications to existing – Seltice Way / Pleasant View Road
- Multi-modal accommodations
 - 10-foot asphalt path, east side
 - 8-foot buffered bike lanes
- Right-of-Way and Easement Acquisition (18 parcels)

b) Construct Grange Avenue as a 3-lane Minor Collector roadway.

Major categories of work include:

- Roadway Construction 2,000 feet of centerline (0.4 miles)
 - 3" asphalt on 6" base (54-foot width face of curb to face of curb)
 - Roadway delineation (signs and markings)
- Curb & Gutter (both sides, full length)

- Roadway Illumination (full length)
- Multi-modal accommodations
 - 10-foot asphalt path, north side
 - 7-foot bike lanes Right-of-Way and Easement
- Acquisition (4 parcels)

Water:

- a) Pleasant View Road from Seltice Way to Prairie Avenue Extend 18-inch Water Main from the existing City of Post Falls system, in Seltice Way, to Prairie Avenue (2.0 Miles)

Major categories of work include:

- 24-inch casings under existing railroad grades (2x)
 - UPRR
 - BNSF
- Install 18-inch main along east side of Pleasant View Road
- Install required fire hydrants
- Provide service stubs to adjoining properties
- Water service sufficient to meet insurance and fire requirements
 - Water modeling indicates flows exceeding 3,400 gallons per minute (3,000 gallons per minute required for industrial areas)

- b) Grange Avenue from Pleasant View Road to Corbin Road. Extend an 8-inch watermain along the north side of Grange Avenue (0.50 miles)

Major categories of work include:

- 0.50 miles of 8-inch water main
- Install required fire hydrants
- Provide service stubs to adjoining properties
- Provide emergency inter-tie with East Green Acres Irrigation District

Sanitary Sewer:

- a) Provide sanitary sewer service to the area in the vicinity of Pleasant View Road, conforming with the City of Post Falls Water Reclamation Master Plan and accompanying Pleasant View Corridor Sewer Study (March 2020) – Alternative 2

Major categories of work include:

- Construct a Regional Lift Station Along Pleasant View Road (Pleasant View Lift Station)
 - Approximately ½ mile north of Seltice Way
 - Construct a 16-inch force main from the Pleasant View Lift Station to the existing City infrastructure at the City's Corbin Lift Station
 - Install gravity sewer from the Pleasant View Lift Station, along the east side of Pleasant View Road approximately 1.5 miles to the Hauser BNSF Spur line
 - Size varies, per master plan documents, from 27-inch diameter to 21-inch diameter
 - Provide service stubs to adjoining properties
 - Install a 12-inch force main connection from the northern end of the Pleasant View Road gravity sewer to Prairie Avenue to accommodate future expansion without needing to remove new pavement improvements with the grant.
 - Force main size 12-inch diameter
- b) Grange Avenue from Pleasant View Road to Corbin Road. Extend an 8-inch gravity sewer along the centerline of Grange Avenue (0.50 miles)

Major categories of work include:

- 0.50 miles of 8-inch gravity sewer main
- Provide service stubs to adjoining properties

Transload Facility:

The transload facility will include railroad switch equipment at the Hauser BNSF Rail Junction at the spur line, switch equipment on the private rail line on site, approximately 2600 feet of new railroad track, and approximately 4 acres of pavement for loading/unloading and staging of materials.

II. PROJECT LOCATION

Geospatial Information: N 47 degrees 43'50", W 117 degrees 00'06"

The project area is located near the western boundary of the City of Post Falls in a rural area as identified by the 2010 Census Urban Area Map, approximately 2.2 miles north of I-90 and 2 miles east of the Idaho-Washington Border. Pleasant View Road has direct connections with SH-53 and I-90, which connects with a major north route of SH-41 approximately 5 miles to the east and north-south route of US-95 less than 10 miles east of the project area.

Vicinity and Project Overview Maps are part of *Attachment A*.

III. GRANT FUNDS, SOURCES AND USES OF ALL PROJECT FUNDING

A. Project Costs

The total project cost is \$23,984,410 as outlined in items B., Source and Amount for All Funds and E., Budget, below. The opinion of costs was developed utilizing quantity take offs from preliminary plans and local unit costs from recent construction projects.

B. Source and Amount for All Funds

Source	Amount	Committed/ Uncommitted
BUILD Planning Grant	\$21,643,418	Uncommitted
Other Sources*	\$2,340,992	Committed (See Attachment C)
Total	\$23,984,410	

*Details in C., Non-Federal Funding Commitments.

C. Non-Federal Funding Commitments

 is contributing \$1,558,992 for construction of the transload facility and the City of Post Falls \$782,000 toward the water main extension. Letters of commitment are in Attachment C.

This BUILD project will allow for an additional \$15 million in investment with a new corporate headquarters and a truck terminal of a freight trucking company. In addition to the infrastructure to be completed through the BUILD project, build grant funding, private funding is to be provided to facilitate a BNSF Rail Spur Transload facility and associated freight trucking facility.

D. Non-Federal Funding Source

The source of funds from the City of Post Falls is in the form of cash out of the City Water Fund. Trans-System, Inc. is providing cash for the transload facility part of the project.



E. Budget by Activity and Source

Activity	BUILD Portion	City Cash	Private Investment	Total
<u>Transportation</u>				
Construction	\$ 7,292,130			\$ 7,292,130
Contingency	\$ 826,460			\$ 826,460
Engineering Design	\$ 1,485,919			\$ 1,485,919
CE&I	\$ 1,101,946			\$ 1,101,946
LHTAC Administration	\$ 167,000			\$ 167,000
Environmental Assessment	\$ 10,000			\$ 10,000
Right-of-Way/Easement Acquisition	\$ 1,351,841			\$ 1,351,841
<i>Transportation Subtotal</i>	<i>\$ 12,235,296</i>			<i>\$ 12,235,296</i>
<u>Water</u>				
Construction	\$ 886,750	\$ 625,600		\$ 1,512,350
Contingency	\$ 151,235			\$ 151,235
Engineering Design	\$ 115,823	\$ 156,400		\$ 272,223
CE&I	\$ 226,853			\$ 226,853
LHTAC Administration	\$ 35,691			\$ 35,691
<i>Water Subtotal</i>	<i>\$ 1,416,352</i>	<i>\$ 782,000</i>		<i>\$ 2,198,352</i>
<u>Sanitary Sewer</u>				
Construction	\$ 4,925,900			\$ 4,925,900
Contingency	\$ 1,151,750			\$ 1,151,750
Engineering Design	\$ 794,500			\$ 794,500
CE&I	\$ 794,500			\$ 794,500
Easement	\$ 40,000			\$ 40,000
LHTAC Administration	\$ 238,350			\$ 238,350
<i>Sewer Subtotal</i>	<i>\$ 7,945,000</i>			<i>\$ 7,945,000</i>
<u>Transload</u>				
Construction: Rail		\$ 840,000		\$ 840,000
Construction: Site		\$ 522,720		\$ 522,720
Contingency: Rail & Site		\$ 136,272		\$ 136,272
LHTAC Administration	\$ 46,770			\$ 46,770
Design: Rail & Site		\$ 60,000		\$ 60,000
<i>Transload Subtotal</i>	<i>\$ 46,770</i>	<i>\$ 1,558,992</i>		<i>\$ 1,605,762</i>
Total Project	\$ 21,643,418	\$ 782,000	\$ 1,558,992	\$ 23,984,410

The construction cost estimate is in *Attachment C*.

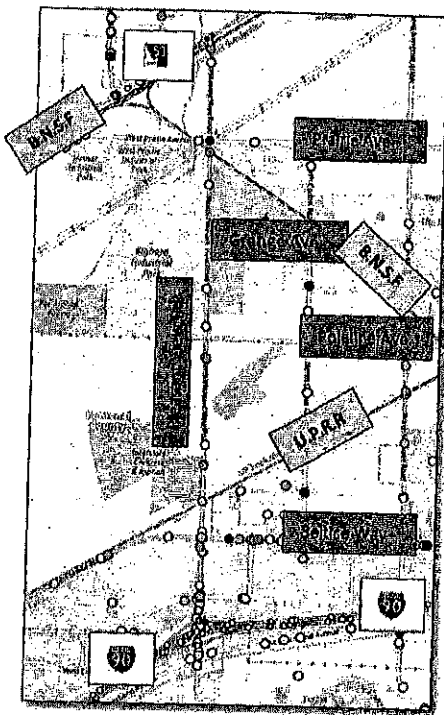
IV. SELECTION CRITERIA

(1) Primary Selection Criteria

(a) Safety

Freight movement by rail experiences considerably less accidents than by truck. This is due to the increased potential for accidents on the roadway, making transportation by rail a smarter and safer way to transport freight to and from Kootenai County, both for citizens living in and around the development area and the businesses investing in the freight delivery.

Collision history obtained from the State of Idaho, which includes data from the Idaho State Police (ISP), Kootenai County Sheriff, and the Post Falls Police was reviewed. The most current available data for the project area is from January 1, 2014 through December 31, 2018. Intersection incidents at the Seltice Way / Pleasant View Road intersection and the Prairie Avenue / Pleasant View Road intersection were not included in the totals.



2014-2018 Crash Data

Collision Type

- Fatal
- Type "A" Injury
- Type "B" Injury
- Type "C" Injury
- Property Damage Only (PDO)

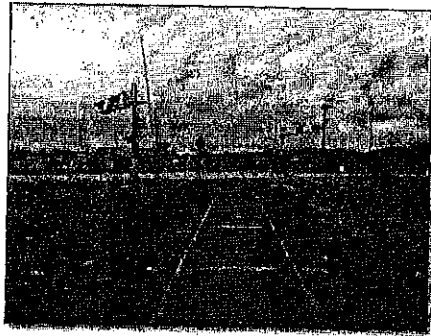
Total Collisions: (2014 – 2018)

- Property Damage Only – 4
- Injury – 4
- Fatality – 0

Collisions for this section of roadway were most often categorized as "loss of control" (too fast for conditions or overcorrection) and "ran off the road" (inattention, blowing dust, following too close). Each of these event categories accounted for 37.5% of the total events or combined 75% of all collisions. Weather (rain, snow or blowing dust) was a potential contributor in 37.5% of all events. None of the reported events included impairment.

The Pleasant View Road / Prairie Avenue intersection, in the 2014-2018-time frame, has 35 reported Collisions, including 3 Fatal. This intersection was not included in the analysis as the Post Falls Highway District is constructing a single-lane roundabout as part of a safety grant to mitigate safety concerns in July 2020.

The project provides an opportunity for freight delivery traffic reduction from the currently used Rail-Truck Transload Facility located in Spokane, Washington along I-90 to the Pleasant View Road



Hauser BNSF Rail Spur at Pleasant View Road

interchange in Post Falls, Idaho. The project improvements will also provide for an additional north/south truck route between I-90 and SH-53, which will reduce heavy truck traffic on urban portions of US-95 and SH-41. These sections of highway experience congestion during business hours, which increases potential for accidents. Reducing the daily freight traffic in the area will help reduce the increasing congestion resulting from the economic growth in Kootenai County and surrounding areas.

The Kootenai Metropolitan Planning Organizations regional transportation model identifies that the current 2018 average daily trips is 9,100. Heavy trucks and commercial vehicles comprise over 5% of the current total roadway volume. Projected average daily trips without the project is 13,600, and with the project 16,200.

US-95 and SH-41 are the primary north/south truck routes through Kootenai County. They both bisect the population cores of the most urban cities in the county and have many signalized intersections. Those signalized intersections suffer in efficiency due to heavy truck traffic because of the slow acceleration rates once the signal turns green. The addition of an alternate north/south truck route will decrease congestion on both US-95 and SH-41, thus reducing the potential for accidents on those highways.



Pleasant View Road

A reduction in collision injuries and fatalities is one of the benefits of the Pleasant View Road Arterial Improvement Project. The transload facility will provide a reduction in freight traffic along I-90 to and from downtown Spokane resulting in the safe movement of goods and a reduction in vehicle crashes. Freight will be delivered to the transload facility via the rail line, providing a local terminal for freight transport to and from the businesses in North Idaho. The potential oversized loads will stay off the I-90 corridor and exits, providing a less congested and safer transportation system. The road widening improvements will create an attractive alternative north/south trucking route that will reduce the freight traffic on SH-41 and US-95 through the urban cores of Post Falls and Coeur d'Alene / Hayden, respectively. This will further result in safer movement of goods and a reduction in vehicle crashes. The proposed infrastructure is estimated to reduce accidents by 1.3% on I-90. This reduction in accidents may reduce costs associated with health and property damage.¹¹

¹¹ Benefit-Cost Analysis, Ray Kimball, PE, Whipple Consulting Engineers, May 2020, <https://www.postfallsidaho.org/pleasant-view-arterial-project/>

(b) State of Good Repair

Pleasant View Road is listed as a Critical Arterial within the Kootenai Metropolitan Planning Organizations Master Transportation Plan (included as supporting documentation at the web link provided in this application). It is one of the three primary transportation routes between I-90 and SH-53 within the 11.5 mile stretch east of the Idaho / Washington State Line. As the Kootenai County and surrounding region continues to grow, the demand on freight and general transportation routes ever increases. If left unimproved as a two-lane facility, the Pleasantview Road corridor will continue to decrease in level of service and overall safety of operations. The benefit cost analysis provides specifics relative to the decrease in travel time and associated vehicle emission and improvements to safety relative to the project.

The estimated reduced highway maintenance costs presented as annual deferred damage to the roadway due to a decrease of freight truck traffic on I-90 is \$894,400 per year starting in 2024 upon opening of the transload facility. This totals \$3,884,978 over the 20-year life of the project (\$1,821,300 at a 7% discount rate). This estimate was derived from the 1997 Federal Highway Cost Allocation Study Final Report, May 2000, which estimates high damage from freight trucks at \$0.167 per mile. This calculation also includes an assumption of a 34-mile in daily travel distance per truck because of utilizing the new transload facility.¹²

Maintenance of the public improvements associated with the grant funded improvements would be performed by the City of Post Falls. The City funds and maintains roadways within their jurisdiction with the City's Street and Utility Divisions through tax revenues.

(c) Economic Competitiveness

The Pleasant View Road Arterial Improvements Project is a part of a larger economic development plan to attract both industrial and commercial businesses to Kootenai County and the City of Post Falls. North Idaho is considered a cross-roads economic market—fewer products are manufactured or produced compared to the amount of freight that comes into or moves through the area. The project will support local, regional, national, and international movement of goods to employment centers and will stimulate economic development in both the project corridor and the region. Reduced rail costs for area businesses will allow them to improve practices and expand markets, improving the competitive position of these businesses and enhancing the area's desirability for further growth and expansion. These efforts have been articulated in the City of Post Falls Comprehensive plan and through the development of western Post Falls.

The traffic congestion reduction because of localizing the distribution of goods provides reduced congestion related emissions and noise. By utilizing an already built spur line and providing sewer and water service to large tracts of undeveloped land, the Pleasant View Road Arterial Improvement Project is providing a large economic benefit to area businesses with small impact to the surrounding environment.

¹² *Ibid.*

Providing "shovel ready" sites will transform Post Falls that currently has a significant disadvantage for development to the ability of not only supporting existing commerce, but also spur additional economic growth with supply chain businesses along this corridor and within the region. The "shovel ready" sites which will make the Pleasant View Road corridor much more attractive for businesses considering relocation or expansion to Post Falls and Kootenai County, thus increasing opportunities for living wage jobs and future economic expansion. Construction of this project will provide utility and transportation infrastructure to large tract industrial lands, which are in short supply in Kootenai County.

The City of Post Falls will continue to see economic success in the future with continued investment in projects that optimize the transportation system, providing for the safe and efficient movement of people and goods to support communities and the regional economy.

(d) Environmental Sustainability

Pleasant View Road is an existing paved roadway that extends approximately 2.5 miles through the grant application area. The project area overlays several hundred feet of mostly permeable soils, which eventually reach the Rathdrum Prairie Aquifer. The Aquifer is being protected regionally through storm water collection and treatment, following the Idaho Department of Environmental Quality's best management practices of grassy swales and through the conversion of onsite septic systems to treatment at the Post Falls wastewater treatment plant.

The traffic congestion reduction because of localizing the distribution of goods provides reduced congestion related emissions and noise. By utilizing an already built spur line and providing sewer and water service to large tracts of undeveloped land, the Pleasant View Road Arterial Improvement Project is providing a large economic benefit to area businesses with small impact to the surrounding environment. Additionally, movement of material by rail is more fuel efficient than by truck and produces a 70-92% reduction in emissions per ton-mile carried.

This project will provide formal roadside grassy swales for stormwater treatment, designed to meet the best management practices, and will also provide wastewater treatment through the construction of a collection system conveying to the treatment facility.

The project will follow the formal NEPA process, as required by the U.S. Department of Transportation under the BUILD grant funding program.

Quality of Life

The improved quality of life is a cumulative response to the long-term project benefits. Lower emissions, safer roadways, better jobs, reduced maintenance on roadways, reduced congestion, and a highly desirable area for businesses collectively improve the quality of life in any area. The Pleasant View Road Arterial Improvement Project will provide an attractive resource for businesses considering relocation to Post Falls and Kootenai County, thus increasing opportunities for living wage jobs and future economic expansion.

With Pleasant View Road being one of the critical connectors between SH-53 and I-90, it provides for increased emergency services response time and improves the connection between the more rural portions of the County to major medical centers and services in the surrounding urban areas.

Additionally, the project enhances quality of life through the inclusion of bike lanes and the installation of a multi-use pathway – both which add to alternative modes of transportation and recreational opportunities. The southern limit of the project is located 0.5 miles north of the North Idaho Centennial Trail, which is part of a 61-mile non-motorized multi-modal trail that provides interstate recreation and communicating opportunities between Spokane Washington and Coeur d'Alene, Idaho. The Centers for Disease Control reports that parks and trails are an important part of a community, allowing people a chance to enjoy the outdoors, and in turn, receive physical and mental health benefits. Access to these facilities encourages residents and non-residents alike to participate in physical activity. Further, using a trail facility has “both environmental and personal health benefits, decrease[ing] air pollution and chronic disease rates and traffic-related injuries.” In turn, this “can reduce chronic disease rates and traffic-related injuries. Physical activity can also help control weight, reduce risks of cardiovascular disease, type 2 diabetes, and some cancers, strengthen bones and muscles, improve mental health, and increase chances of living longer.”¹³



Centennial Trail, Post Falls, Idaho

The construction of the transload facility is integral to the efficient transfer of goods from rail to truck for both local and regional delivery. Both I-90 and SH-53 are considered critical rural freight corridors, and the proposed Pleasant View Arterial Improvement Project will connect those two corridors with each other and the transload facility. The reduced travel times and associated reduced vehicle emissions as indicated in the Benefit-Cost Analysis provide to the local quality of life standards. The addition of a multi-use pathway will enhance the quality of life of people living in Post Falls and the surrounding communities.

(2) Secondary Selection Criteria

(a) Innovation

Innovative Technologies

This project will analyze intersections needing traffic control to install the most efficient systems that offer the highest levels of safety to the users. Typically, this will be achieved using roundabouts or traffic signals. When signals are used, they will be connected to the City's central traffic operations for monitoring and adjustments due to changing traffic patterns and weather. The City has currently upgraded a key corridor to include adaptive technology, currently regarded as the most current and advanced signal programming available. This technology would be included

¹³ Centers for Disease Control and Prevention, 2014, *Parks, Trails and Health*, <https://www.cdc.gov/healthypoices/healthtopics/parks.htm>.

in any signals on this project as it allows for cycle to cycle adaption of signal timing to achieve the highest levels of service possible to match existing traffic volumes at that moment. The Post Falls Highway District is currently constructing a roundabout at Prairie Avenue / Pleasant View Road, this roundabout will be upgraded to a multi lane roundabout with this project to match the proposed road lane configuration and allow for the continuation of efficiencies of operations and safety offered by the modern roundabout. Roadway illumination will utilize LED systems that allow for better roadway illumination in all weather conditions and at lower costs than older high-pressure sodium lights.

Innovative Financing

The Post Falls Urban Renewal Agency and the City have been discussing creating an Urban Renewal District (URD) in the West Prairie Focus Area upon annexation of the property into the city limits. Implementation of the URD will allow for tax increment financing to be used.

(b) Partnership

While not a part of this grant application, this project builds upon safety and capacity improvements that the Post Falls Highway District and Idaho Transportation Department have secured funding for at the intersections of Pleasant View Road and Prairie Avenue (single lane roundabout) and SH-53 (urban interchange). In addition, the City has reached out to a major telecom fiber provider with respect to the installation of their network and will be obtaining a utility easement and conduit to provide for fiber installation.

The following is a list of active partners in the development of this project. Those marked with an asterisk (*) have provided a letter of support:

PARTNERS	RELATIONSHIP
Local Highway Technical Assistance Council (LHTAC)*	Providing technical and logistical oversight and will act as project administrator for planning and construction.
Burlington-Northern Santa Fe Railroad (BNSF)*	Cooperating with planning efforts and expressing support for construction of a transload facility at their Hauser Rail Junction at the spur.
	Providing financial support for the Transload Facility and investing an additional \$15 million for their corporate headquarters and a truck terminal as a result of the BUILD infrastructure improvements.
Kootenai Metropolitan Planning Organization (KMPO)*	Regional Metropolitan Planning Organization that develops the multi-year metropolitan transportation plan to support economic development in Kootenai County through county-wide coordinated planning of transportation infrastructure.
Post Falls Highway District*	Jurisdiction currently having Ownership and Maintenance responsibilities of the rights-of-way along Pleasant View Road from Seltice Way to ID-53. Currently constructing a roundabout at Prairie Avenue / Pleasant View Road.
Whipple Consulting Engineers	Prepared the benefit-cost analysis for the project.

Additional contributing partners include:

Local/State/U.S. Government

United States Senator Mike Crapo
United States Senator James E. Risch
United States Representative Russ Fulcher
Idaho Governor Brad Little
Idaho Department of Commerce
Idaho Transportation Department
Kootenai County
City of Coeur d'Alene
City of Hauser
City of Hayden
City of Rathdrum

Other

Coeur d'Alene Area EDC
Panhandle Area Council
Post Falls School District
Post Falls Urban Renewal Agency



Letters of support are included at *Attachment D*.

V. ENVIRONMENTAL RISK

The required environmental approvals for the project will be completion of the formal NEPA process on the overall project and sanitary sewer and water infrastructure construction plans and specifications by the Idaho Department of Environmental Quality.

a. Project Schedule

The proposed schedule currently starts in September 2020 when notice is received, with all activities substantially complete by January 2026 as follows:

Milestone	Timeframe
State and Local Planning Approvals	Upon funding notification
Environmental Specialist Procurement	6-8 months prior to agreement
Design Professional Procurement	6-8 months prior to agreement
30% Design	March 2023
60% Design Review	June 2023
Issue Draft Environmental Assessment	March 2023
Hearing on Environmental Assessment	March 2023
Issue Finding of No Significant Impacts	April 2023
Railroad Agreement in Place	March 2023
PS+E/Bid Package Final	September 2023
Advertise for Bids	September 2023
Award Construction Contract	January 2024
Construction Substantially Complete	January 2026

b. Required Approvals

(1) Environmental Permits and Review

NEPA review has not started and is included in the statement of work for this project, including scoping and the appropriate level of review. The proposed timeline from solicitation of comments on environmental impacts to public comment and preparation of an Environment Assessment is provided in the Project Schedule section of this application. If no regulatory agency raises voices concern about the affected environment, then an environmental assessment (EA) is likely to be the correct type of review. A minimum of one public hearing will be held.

(2) State and Local Approvals

This project is in the City's 2018 Transportation Master Plan and is also in the conforming metropolitan transportation plan of the Kootenai Metropolitan Planning Organization. It will be included in the STIP upon notification of award of the BUILD grant.

(3) Federal Transportation

Pleasant View Road and the need for arterial improvements is identified in the KMPO 2010-2035 Metropolitan Transportation Plan. This plan is provided at the supporting documentation link.

c. Assessment of Project Risks and Mitigation Strategies

With LHTAC administering this project, from funding award through completion, the City is confident that the bidding and permitting aspects of this project will go smoothly. LHTAC's involvement will ensure coordination between all the city and state and federal transportation agencies, as well as provide expert oversight for the engineering and design activities that this grant would fund.

The following risks and mitigation strategies have been identified:

Risk	Mitigation Strategy
Long lead time with rail company (UPRR & BNSF) agreements for work within their rights of way and expansion of their facilities.	Begin communication and negotiations with rail companies upon notice of award.
Long lead time to complete NEPA and project design.	Select consultants upon notice of award, negotiate agreements so that work can begin immediately upon execution of grant agreement.

Risk	Mitigation Strategy
Material and source availability.	Monitor local markets for availability and lead times. Purchase high risk items early and owner provide.
Cost Escalation	Continue to monitor costs. Seek and utilize other funding sources – Urban Renewal Tax Increment Financing, other grants, internal funding, and private contributions.

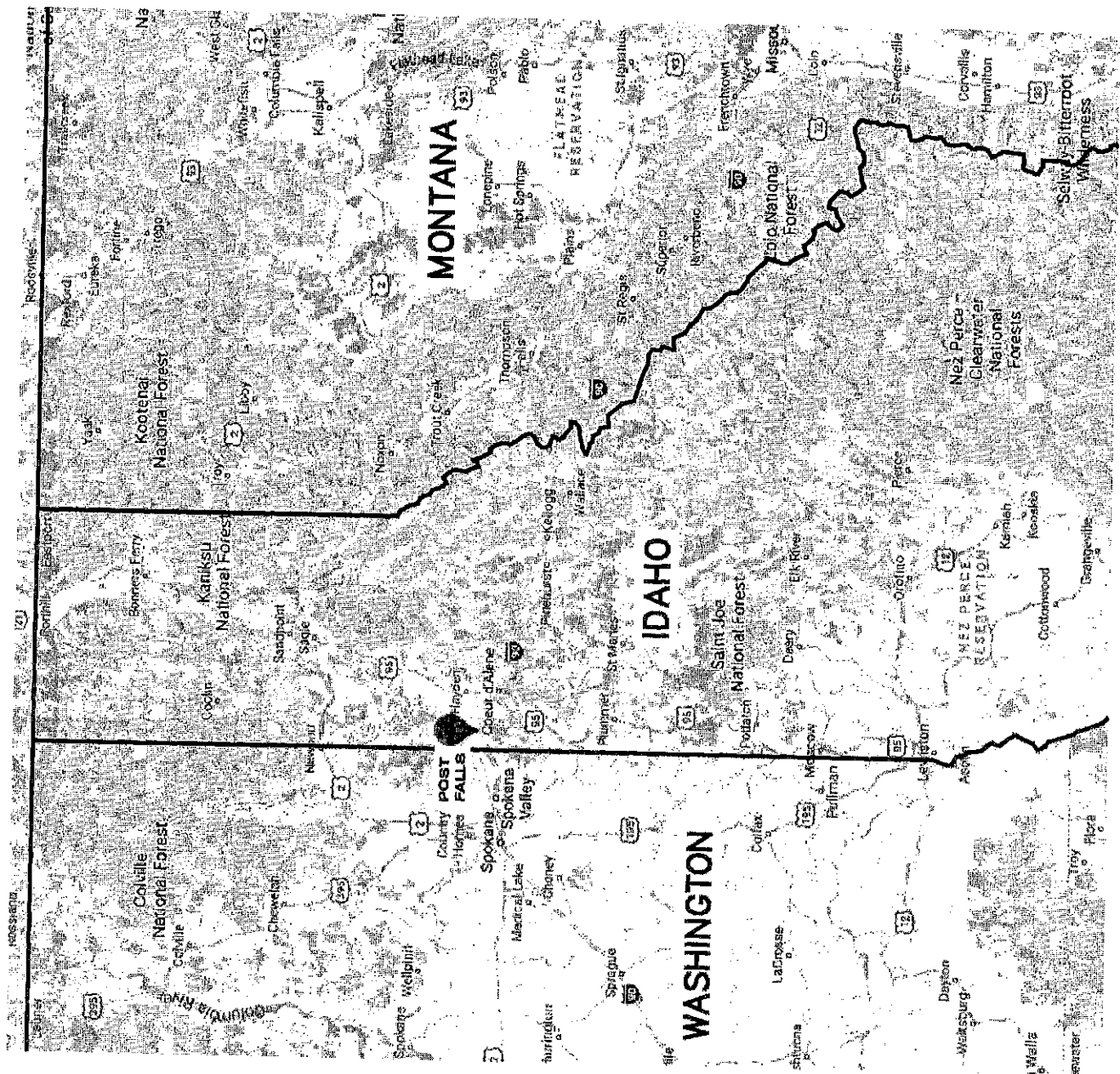
VII. BENEFIT COST ANALYSIS

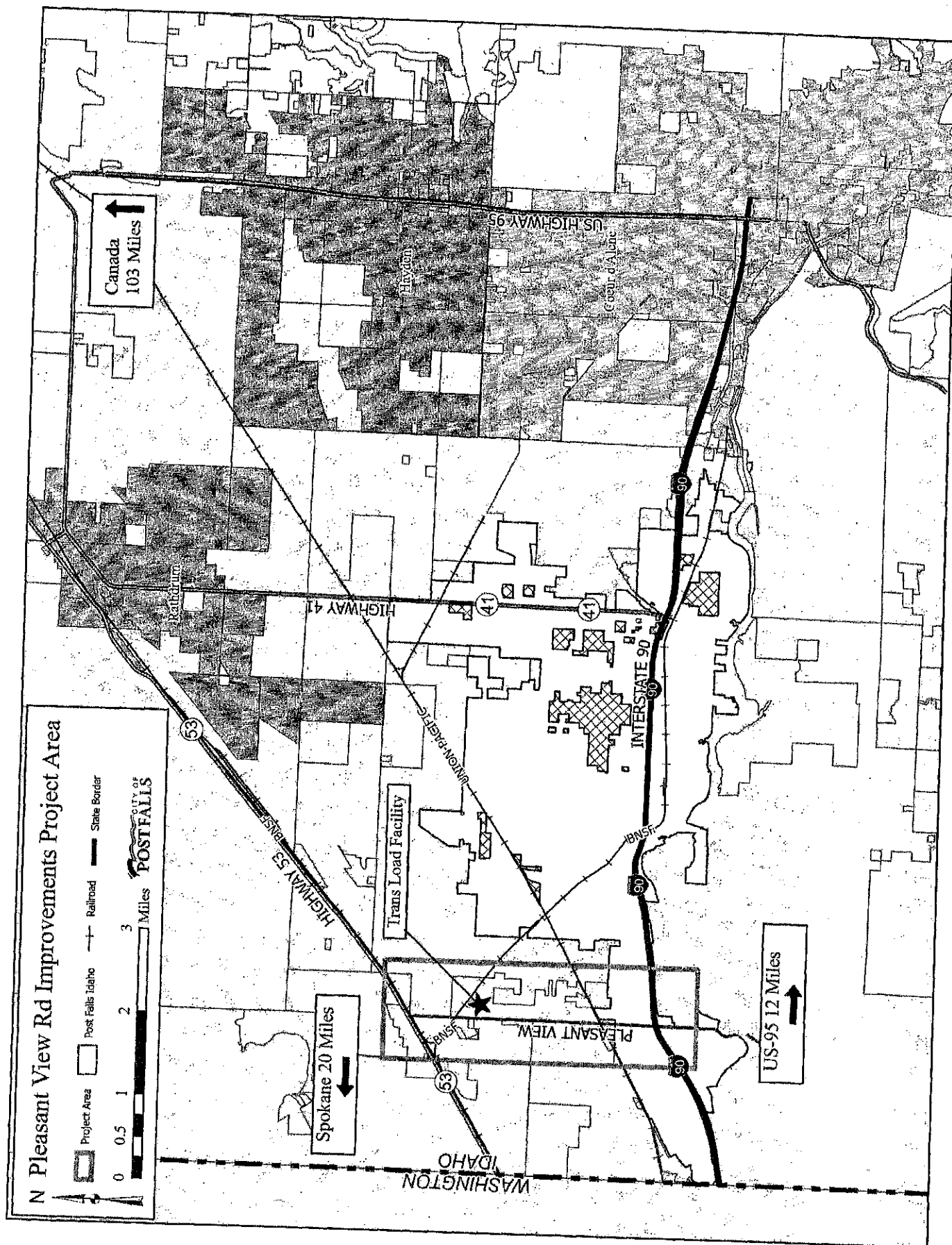
Whipple Consulting Engineers completed the Benefit-Cost Analysis for this project in May 2020. The analysis resulted in a benefit-cost ratio of 3.11:1 for the project. The estimated benefits exceeded costs by \$91.5 million dollars. That includes increased property values estimated at \$36.4 million, truck and passenger car travel time savings of a combined \$75.2 million dollars. Total benefits exceeded \$116.8 million. Among the largest non-monetized benefits identified in the analysis were safety benefits associated with the reduction of both passenger car and truck trips from highly urbanized sections of SH-41 and US-95. Non-monetized improved quality of life benefits includes providing shovel ready industrial properties that function to attract new businesses to the corridor, thus providing for increasing opportunities for living wage jobs and future economic expansion. The Benefit-Cost Analysis is provided at the resource link for this application.

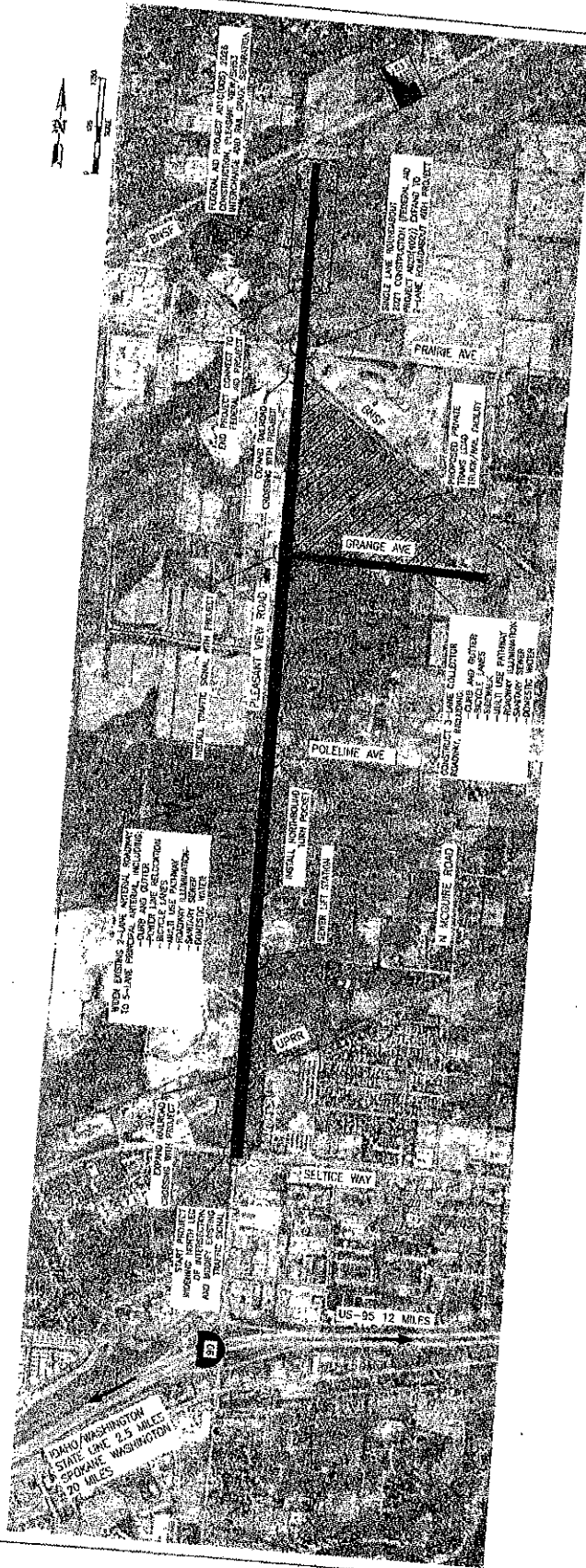


**Pleasant View Road
Arterial Improvements Project**

**Attachment "A"
Maps**







PLEASANT VIEW ROAD ARTERIAL IMPROVEMENTS PROJECT
PROJECT OVERVIEW MAP

SHEET
OF



**Pleasant View Road
Arterial Improvements Project**

**Attachment "B"
Cost Estimates**

Summary:

Public Roadways / Transportation -	\$ 12,235,296	(City of Post Falls)
Public Water Systems -	\$ 2,198,352	(City of Post Falls)
Public Sanitary Sewer Systems -	\$ 7,945,000	(City of Post Falls)
Private Transload Facility	\$ 1,605,762	(WCE)

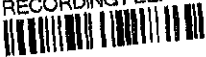
Total: \$ 23,984,410

Pleasant View Road Arterial Improvements				
OPINION OF PROBABLE CONSTRUCTION COST				
Description	Pay Unit	Cost per Unit	Quantity	Subtotal
Mobilization	LS		1	\$ 275,000.00
Traffic Control	LS		1	\$ 140,000.00
Terminus Barricade Class II	EA	\$ 650.00	11	\$ 7,150.00
Terminus Barricade Class III	EA	\$ 750.00	11	\$ 8,250.00
Remove Existing Curb and Gutter	LF	\$ 5.00	3900	\$ 19,500.00
Sawcutting	LF	\$ 2.00	19500	\$ 39,000.00
Remove and Relocate Existing Sign	EA	\$ 500.00	34	\$ 17,000.00
Remove Existing Sign	EA	\$ 250.00	13	\$ 3,250.00
Install New Signs	EA	\$ 500.00	135	\$ 67,500.00
Remove and Relocate Existing Light Pole	EA	\$ 500.00	14	\$ 7,000.00
Abandon Drywell	EA	\$ 500.00	35	\$ 17,500.00
2" Schedule 40 PVC Conduit	LF	\$ 5.00	20000	\$ 100,000.00
Street Light Foundation	EA	\$ 1,000.00	80	\$ 80,000.00
Site Clearing and Grubbing	LS		1	\$ 90,000.00
Topsoil Excavation and Placement	CY	\$ 8.00	8500	\$ 68,000.00
Excavation & Embankment	CY	\$ 25.00	50000	\$ 1,250,000.00
Type S2 - Excavated Granular Soil (Import)	CY	\$ 13.00	11000	\$ 143,000.00
Type A3 - 3/4" Minus Crushed Aggregate	TON	\$ 18.00	20000	\$ 360,000.00
Superpave Hot Mix Asphalt, SP3, 1/2" Aggregate	TON	\$ 70.00	11500	\$ 805,000.00
Chip Seal (1/2") w/ fog seal	SY	\$ 1.75	61000	\$ 106,750.00
Drive Approach	EA	\$ 2,000.00	9	\$ 18,000.00
Curb and Gutter	LF	\$ 16.00	31000	\$ 496,000.00
Concrete Sidewalk	SY	\$ 35.00	1200	\$ 42,000.00
Pedestrian Ramp	EA	\$ 1,750.00	66	\$ 115,500.00
4" PVC Sleeves	LF	\$ 6.00	480	\$ 2,880.00
Pavement Markings Waterborn	SF	\$ 0.75	55000	\$ 41,250.00
Thermoplastic Pavement Markings	SF	\$ 12.00	3000	\$ 36,000.00
Hydroseeding	SY	\$ 0.60	51000	\$ 30,600.00
Drywell - Double Depth	EA	\$ 2,500.00	52	\$ 130,000.00
Utility Relocation	LS		1	\$ 650,000.00
Erosion Control	LS		1	\$ 150,000.00
Traffic Signal	LS		1	\$ 750,000.00
Extend RXR crossing planking	LF	\$ 1,200.00	112	\$ 134,400.00
RXR Cross Arms	LS		1	\$ 900,000.00
RXR Permitting (BNSF)	LS		1	\$ 25,000.00
RXR Permitting (UPRR)	LS		1	\$ 25,000.00
relocate existing guardrail	LF	\$ 150.00	320	\$ 48,000.00
right-of-way acquisition	Sq. Ft.	\$ 1.40	536773	\$ 751,482.20
Easement acquisition	Sq. Ft.	\$ 1.32	207090	\$ 273,358.80
Costs to cure	LS		1	\$ 212,000.00
right-of-way acquisition services	parcel	\$ 5,000.00	23	\$ 115,000.00
Street Light Luminaires	EA	\$ 1,200.00	78	\$ 93,600.00
			Subtotal	\$ 8,643,971.00
			Design	\$ 1,485,919.00
			CE&I	\$ 1,101,946.00
			Contingency	\$ 826,460.00
			LHTAC	\$ 167,000.00
			Environmental	\$ 10,000.00
			Total	\$ 12,235,296.00
	City of Post Falls			

Pleasant View Water Main Seltice Way to Prairie Avenue OPINION OF PROBABLE CONSTRUCTION COST				
		Date:	5/7/2020	
Description	Pay Unit	Estimated Quantity	Unit Price	Total
Mobilization	LS	1	\$ 110,000	\$ 110,000
Traffic Control	LS	1	\$ 10,000	\$ 10,000
Excavation & Embankment	CY	100	\$ 15	\$ 1,500
Unsuitable Excavation & Haul	CY	100	\$ 20	\$ 2,000
Exploratory Excavation & Backfill	HR	5	\$ 300	\$ 1,500
Type S2 - Excavated Granular Soil (Import)	CY	400	\$ 17	\$ 6,800
18-Inch AWWA C900 DR-18 Water Line	LF	10,152	\$ 100	\$ 1,015,200
12-Inch AWWA C900 DR-18 Water Line	LF	500	\$ 45	\$ 22,500
8-Inch AWWA C900 DR-18 Water Line	LF	2,600	\$ 21	\$ 54,600
8-Inch AWWA C515 Resilient-Seated Gate Valve	EA	14	\$ 1,295	\$ 18,130
8-Inch AWWA C515 Fittings	EA	8	\$ 390	\$ 3,120
12-Inch AWWA C515 Resilient-Seated Gate Valve	EA	10	\$ 2,000	\$ 20,000
18-Inch AWWA C515 Valves	EA	40	Included	
18-Inch AWWA C515 Fittings	EA	30	Included	
Blow-Off Assembly	EA	2	Included	
Fire Hydrant Assembly	EA	21	\$ 7,000	\$ 147,000
Tie-in to Existing 12-inch Waterline	EA	1	Included	
18-Inch Air Release	EA	2	Included	
RailRoad Bore - 24" Casing	LF	400	\$ 250	\$ 100,000
ESTIMATED TOTAL CONSTRUCTION COST			Subtotal =	\$ 1,512,350
			Contingency =	\$ 151,235
			Total =	\$ 1,663,585
ENGINEERING DESIGN				
ENGINEERING CONSTRUCTION				\$272,223
LHTAC				\$226,853
				\$35,691
			Total Project Cost	\$ 2,198,352

Pleasant View Sanitary Sewer Seltice Way to Prairie Avenue OPINION OF PROBABLE CONSTRUCTION COST				
		Date:	5/12/2020	
Description	Pay Unit	Estimated Quantity	Unit Price	Total
Mobilization	LS	1	\$ 527,450	\$ 527,450
Traffic Control	LS	1	\$ 86,450	\$ 86,450
Pleasant View Lift Station	LS	1	\$ 1,300,000	\$ 1,300,000
27-Inch Pipe - Excavation, backfill	LF	3,000	\$ 180	\$ 540,000
24-Inch Pipe - Excavation, backfill	LF	160	\$ 1,200	\$ 192,000
21-Inch Pipe - Excavation, backfill	LF	130	\$ 1,800	\$ 234,000
8-Inch Pipe - Excavation, backfill	LF	2,000	\$ 40	\$ 80,000
14-Inch Pressure Pipe - Excavation, backfill	LF	6,100	\$ 90	\$ 549,000
10-Inch Pressure Pipe - Excavation, backfill	LF	7,700	\$ 55	\$ 423,500
8-Inch Pressure Pipe - Excavation, backfill	LF	1,600	\$ 40	\$ 64,000
Manhole	EA	27	\$ 8,500	\$ 229,500
Overdepth	LF	6,200	\$ 30	\$ 186,000
Air/Vac relief	EA	8	\$ 2,000	\$ 16,000
Plug Valves	EA	14	\$ 10,000	\$ 140,000
cleanouts	EA	7	\$ 19,000	\$ 133,000
Connection to Existing System	LS	1	\$ 20,000	\$ 20,000
RailRoad Bore - 24"Casing	LF	400	\$ 450	\$ 180,000
Existing Utility Protection	LS	1	\$ 25,000	\$ 25,000
ESTIMATED TOTAL CONSTRUCTION COST			Subtotal =	\$ 4,925,900
			Contingency =	\$ 1,191,750
			Total =	\$ 6,117,650
ENGINEERING DESIGN				
ENGINEERING CONSTRUCTION				\$794,500
LHTAC				\$794,500
				\$238,350
			Total Project Cost	\$ 7,945,000

Pleasant View Transload Facility				
OPINION OF PROBABLE CONSTRUCTION COST				
Date:		5/7/2020		
Description	Pay Unit	Estimated Quantity	Unit Price	Total
B.N.S.F Track Switch Equipment	LS	1	\$ 260,000	\$ 260,000
On-site Tack Switch Equipment	EA	2	\$ 160,000	\$ 320,000
Railroad Track Construction	LF	2,600	\$ 100	\$ 260,000
Pavement	SY	19,360	\$ 27	\$ 522,720
ESTIMATED TOTAL CONSTRUCTION COST			Subtotal =	\$ 1,362,720
			Contingency =	\$ 136,272
			Total =	\$ 1,498,992
ENGINEERING DESIGN				
LHTAC				\$60,000
				\$46,770
			Total Project Cost	\$ 1,605,762
Whipple Consulting Engineers (WCE)				

JIM BRANNON 15 P 2882765000
KOOTENAI COUNTY RECORDER Date 01/19/2022 11:44 AM
DAP
REQ OF POST FALLS CITY
RECORDING FEE: \$0.00 XK


ORDINANCE NO. 1444

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

That portion of the southwest quarter and the northwest quarter of Section 29, the southeast quarter and northeast quarter of Section 30, the southeast quarter and the northeast quarter of Section 31 and the southwest quarter and the northwest quarter of Section 32 all in Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

PARCEL 1:

That portion Section 20, and the northeast quarter and the northwest quarter of Section 29, and the northwest quarter and southwest quarter of Section 21, and the northeast quarter of Section 30, all in Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

PARCEL 2:

A Portion of the SW1/4 of Section 29, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

PARCEL 3:

A Portion of the North 1/2 of the NW 1/4 of Section 32, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and the South 1/2 of the SW 1/4 of Section 29, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.
Together totaling 625.99 acres generally located along the east side of Pleasant View Rd.; between Highway 53 and W. Seltice Way.

(File No. ANNX-0006-2020/ANNX-0008-2021)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ANNEXING APPROXIMATELY 625.99 ACRES, LOCATED IN THAT PORTION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 29, THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 30, THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 31 AND THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 32 ALL IN TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; PARCEL 1: THAT PORTION SECTION 20, AND THE NORTHWEST QUARTER OF SECTION 29, AND THE NORTHEAST QUARTER OF SECTION 30, PARCEL 2: A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 51 NORTH, RANGE 5 WEST, PARCEL 3: A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND ZONING THE ANNEXED PROPERTY INDUSTRIAL (I), COMMUNITY COMMERCIAL SERVICES (CCS), COMMUNITY COMMERCIAL MIXED (CCM), RESIDENTIAL MIXED (RM), AND PUBLIC SERVICE (PR) PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

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

WHEREAS, public hearings were held before both the Planning and Zoning Commission on January 27, 2021 and the City Council February 16, 2021, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, other public hearings were held before both the Planning and Zoning Commission on April 27, 2021 and the City Council June 1, 2021, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the land in question adjoins the city limits and that Industrial (I), Community Commercial Services (CCS), Community Commercial Mixed (CCM), Residential Mixed (RM) and Public Reserve (PR) zoning are suitable and compatible with surrounding land uses and provisions of the Post Falls Comprehensive Plan and that said land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls.

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

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

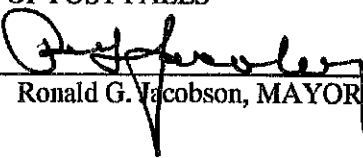
SECTION 2: That the lands described in Section 1 of this Ordinance are hereby zoned Industrial (I) Community Commercial Services (CCS), Community Commercial Mixed (CCM), Residential Mixed (RM) and Public Reserve (PR) (please see Exhibit B). Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

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

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the 2nd day of December, 2021.

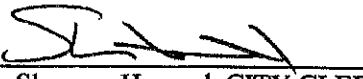
CITY OF POST FALLS

BY:


Ronald G. Jacobson, MAYOR

ATTEST

BY:


Shannon Howard, CITY CLERK



PLEASANT VIEW URD DESCRIPTION – 3-12-2021

That portion of the southwest quarter, southeast quarter, northwest quarter and the northeast quarter of Section 20, the southwest and the northwest quarter of Section 21, the southwest quarter, northwest quarter and the northeast quarter of Section 29, the southeast quarter and northeast quarter of Section 30, the southeast quarter and the northeast quarter of Section 31 and the southwest quarter and the northwest quarter of Section 32 of Township 51 North, Range 5 West, and the southwest quarter of Section 5 and the northeast quarter of Section 6 of Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho described as follows:

Beginning at the southwest quarter of said Section 20; Thence along the West line of said Section 20, North 00° 19' 43" East a distance of 1369.99 feet;

Thence South 88° 53' 50" East a distance of 203.92 feet to the beginning of a curve to the left having a radius of 1055.00 feet; Thence northeasterly along said curve, through an arc length of 644.04 feet, a central angle of 34° 58' 38", a chord bearing of North 73° 36' 51" East and a chord distance of 634.09 feet;

Thence North 56° 06' 34" East a distance of 168.41 feet;

Thence North 31° 28' 16" West a distance of 1080.31 feet to the southeasterly right of way of Burlington Northern Railroad;

Thence along said southeasterly right of way the following 7 courses:

- 1) North 58° 32' 15" East a distance of 1761.29 feet;
- 2) North 58° 18' 23" East a distance of 162.89 feet;
- 3) North 57° 30' 20" East a distance of 162.89 feet;
- 4) North 56° 42' 17" East a distance of 162.89 feet;
- 5) North 55° 44' 21" East a distance of 151.94 feet;
- 6) North 54° 59' 32" East a distance of 151.94 feet;
- 7) North 54° 14' 43" East a distance of 151.94 feet to the East line of the northwest quarter of said Section 20;

Thence along said East line, South 00° 45' 05" West a distance of 80.20 feet;

Thence South 36° 31' 00" East a distance of 1034.64 feet;

Thence North 56° 17' 08" East a distance of 26.56 feet;

Thence South 36° 31' 00" East a distance of 1022.33 feet;

Thence North 56° 21' 46" East a distance of 1708.44 feet to the East right of way of McGuire Road;

Thence along said East right of way, South 00° 46' 07" West a distance of 2683.67 feet;

Thence North 88° 33' 10" West a distance of 25.23 feet;

Thence North 88° 40' 23" West a distance of 198.36 feet;

Thence South 00° 41' 37" West a distance of 693.28 feet to the South right of way of Prairie Avenue;

Thence along said South right of way, North 87° 13' 16" West a distance of 116.82 feet;

Thence along said South right of way, North 01° 17' 09" East a distance of 5.00 feet;

Thence along said South right of way, North 88° 38' 57" West a distance of 247.83 feet;

Thence North 00° 44' 19" East a distance of 684.98 feet;

Thence North 88° 42' 12" West a distance of 1371.81 feet;

Thence South 00° 44' 19" West a distance of 684.55 feet to the South right of way of Prairie Avenue;

Thence along said South right of way, North 88° 41' 08" West a distance of 696.10 feet;

Thence along said South right of way, South 00° 18' 29" West a distance of 32.28 feet;

Thence along said South right of way, North 88° 50' 39" West a distance of 2511.11 feet;

Thence South 44° 36' 59" West a distance of 59.14 feet;

Thence South 00° 28' 07" West a distance of 185.77 feet to the northerly right of way of Burlington Northern Railroad;

Thence along said northerly right of way, South 54° 29' 42" East a distance of 2351.67 feet to the West line of the East 611.12 feet of said northwest quarter;

Thence along said West line, South 00° 18' 18" West a distance of 1065.32 feet to the South line of an unnamed road right of way of Plat No. 7 Greenacres Irrigation District recorded in Book B of Plats, Page 63, records of Kootenai County, Idaho, said road currently known as Grange Avenue;

Thence along said South line, North 88° 20' 43" West a distance of 1034.15 feet to the northwest corner of said Lot 77 of said Plat No. 7;

Thence along the West line of said Lot 77, South 00° 30' 49" West a distance of 641.04 feet to the northwest corner of Lot 84 of said Plat No. 7;

Thence along the West line of said Lot 84, South 01° 04' 06" West a distance of 639.77 feet to the southwest corner of said Lot 84;

Thence South 00° 15' 41" West a distance of 40.00 feet to the northwest corner of Lot 109 of said Plat No. 7;

Thence along the West line of said Lot 109, South 00° 03' 24" East a distance of 640.44 feet to the northeast corner of Lot 115 of said Plat No. 7;

Thence along the North line of said Lot 115 and the North line of Lot 114 of said Plat No. 7, North 88° 23' 33" West a distance of 660.86 feet to the northwest corner of said Lot 114;

Thence along the West line of said Lot 114, South 00° 43' 52" West a distance of 632.86 feet to the North line of an unnamed road right of way of said Plat No. 7, said road is currently known as Poleline Avenue;

Thence along the North right of way of said Poleline Avenue, South 88° 20' 31" East a distance of 992.40 feet to the northerly extension of the East line of Lot 13 of Plat No. 5 Greenacres Irrigation District as recorded in Book B of Plats, Page 70, records of Kootenai County, Idaho;

Thence along said northerly extension and the East line of said Lot 13, South 00° 39' 04" West a distance of 679.54 feet to the southeast corner of said Lot 13;

Thence along the South line of said Lot 13 and the South line of Lot 14 of said Plat No. 5, North 88° 18' 59" West a distance of 662.40 feet to the northwest corner of Lot 19 of said Plat No. 5;

Thence along the west line of said Lot 19, South 00° 38' 13" West a distance of 639.31 feet to the North line of an unnamed road right of way of said Plat No. 5, said road currently known as Yukon Avenue.

Thence along the North line of said Yukon Avenue, South 88° 17' 20" East a distance of 1324.48 feet to the northerly extension of the East line of Lot 43 of said Plat No. 5;

Thence along said northerly extension and the East line of said Lot 43, South 00° 39' 58" West a distance of 679.96 feet to the southeast corner of said Lot 43;

Thence along the South line of said Lot 43 and the South line of Lot 44 of said Plat No. 5, North 88° 15' 39" West a distance of 662.07 feet to the northwest corner of Lot 53 of said Plat No. 5;

Thence along the West line of said Lot 53 and the southerly extension of said West line, South 00° 39' 07" West a distance of 685.69 feet to the South line of an unnamed road right of way of Plat No. 10 Greenacres Irrigation District as recorded in Book B of Plats, Page 100, records of Kootenai County, Idaho, said road currently known as Lark Avenue.

Thence along said South line, North 88° 15' 27" West a distance of 330.90 feet to the northwest corner of Lot 4 of said Plat No. 10;

Thence along the West line of said Lot 4 and the southerly extension of said West line, South 00° 06' 19" West a distance of 1119.46 feet to the southerly line of Spokane International Railroad right of way;

Thence along said southerly line, South 61° 36' 15" West a distance of 1075.63 feet to the East right of way of Pleasant View Road as shown on a record of survey recorded in Book 23 of Surveys, Pages 20, 20A, 20B and 20C as Instrument Number 1903826 records of Kootenai County, Idaho;

Thence along said East right of way, South 00° 55' 03" West a distance of 864.20 feet;

Thence along said East right of way, South 25° 30' 55" East a distance of 48.03 feet to the North right of way of Seltice Way;

Thence along said North right of way, South 88° 21' 40" East a distance of 203.71 feet;

Thence South 01° 27' 15" West a distance of 135.48 feet to the South right of way of Seltice Way;

Thence along said North right off way, North 88° 32' 30" West a distance of 260.68 feet to the East right of way of said Pleasant View Road;

Thence along said East right of way, South 00° 55' 00" West a distance of 249.21 feet;

Thence North 88° 17' 03" West a distance of 73.40 feet to the West right of way of said Pleasant View Road;

Thence along said West right of way, North 00° 55' 28" East a distance of 264.77 feet to the South right of way of said Seltice Way;

Thence along said South right of way, North 88° 31' 22" West a distance of 235.37 feet;

Thence North 01° 26' 28" East a distance of 108.73 feet to the North right of way of said Seltice Way;

Thence along said North right of way, South 88° 36' 05" East a distance of 234.60 feet to the West right of way of said Pleasant View Road

Thence along the West right of way of Pleasant View Road per said Record of Survey, the following 15 courses:

- 1) North 00° 55' 03" East a distance of 2299.21 feet;
- 2) South 89° 04' 57" East a distance of 10.00 feet;
- 3) North 00° 55' 03" East a distance of 296.83 feet;
- 4) North 00° 26' 56" East a distance of 421.53 feet;
- 5) North 89° 33' 04" West a distance of 10.00 feet;
- 6) North 00° 26' 56" East a distance of 804.55 feet;
- 7) South 89° 33' 04" East a distance of 10.00 feet;
- 8) North 00° 26' 56" East a distance of 1411.53 feet;
- 9) North 89° 33' 04" West a distance of 10.00 feet
- 10) North 00° 28' 07" East a distance of 2639.51 feet;
- 11) North 00° 28' 07" East a distance of 810.28 feet;
- 12) South 89° 31' 53" East a distance of 20.00 feet;
- 13) North 00° 28' 07" East a distance of 1069.69 feet;
- 14) North 89° 31' 53" West a distance of 10.00 feet;
- 15) North 00° 28' 07" East a distance of 389.53 feet to the southwesterly right of way of said Burlington Northern Railroad;

Thence along said southwesterly right of way, North 54° 29' 03" West a distance of 365.66 feet;

Thence along said southwesterly right of way, North 65° 00' 28" East a distance of 57.37 feet;

Thence along said southwesterly right of way, North 54° 29' 18" West a distance of 259.01 feet to the North line of the northeast quarter of said Section 30;

Thence along said North line, South 87° 59' 55" East a distance of 499.79 feet to the **POINT OF BEGINNING**:

Containing 26,175,309 square feet or 600.902 acres more or less.

This description was compiled from Kootenai County Assessor's Office GIS files and Record of Survey Recorded in Book 23 of Surveys, Pages 20, 20A, 20B and 20C and does not constitute a surveyed description of the actual parcel. No field surveys were performed.



N:\Civil\3D Projects\41354.020\Survey\Docs\Legal Descriptions\41354.020 20210311 URD OVERALL

PLEASANT VIEW URD DESCRIPTION

That portion of the southwest quarter and the northwest quarter of Section 29, the southeast quarter and northeast quarter of Section 30, the southeast quarter and the northeast quarter of Section 31 and the southwest quarter and the northwest quarter of Section 32 all in Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho described as follows:

Commencing at the northwest corner of said Section 29, thence South $00^{\circ}28'07''$ West along the west line of said northwest quarter of Section 29 a distance of 214.79 feet to the northerly line of Burlington Northern Railroad right of way, said point being the **TRUE POINT OF BEGINNING**:

Thence along said northerly line, South $54^{\circ}29'42''$ East a distance of 2473.80 feet to the West line of the East 611.12 feet of said northwest quarter;

Thence along said West line, South $00^{\circ}18'18''$ West a distance of 1065.32 feet to the South line of an unnamed road right of way of Plat No. 7 Greenacres Irrigation District recorded in Book B of Plats, Page 63, records of Kootenai County, Idaho, said road currently known as Grange Avenue;

Thence along said South line, North $88^{\circ}20'43''$ West a distance of 1034.15 feet to the northwest corner of said Lot 77 of said Plat No. 7;

Thence along the West line of said Lot 77, South $00^{\circ}30'49''$ West a distance of 641.04 feet to the northwest corner of Lot 84 of said Plat No. 7;

Thence along the West line of said Lot 84, South $01^{\circ}04'06''$ West a distance of 639.77 feet to the southwest corner of said Lot 84;

Thence South $00^{\circ}15'41''$ West a distance of 40.00 feet to the northwest corner of Lot 109 of said Plat No. 7;

Thence along the West line of said Lot 109, South $00^{\circ}03'24''$ East a distance of 640.44 feet to the northeast corner of Lot 115 of said Plat No. 7;

Thence along the North line of said Lot 115 and the North line of Lot 114 of said Plat No. 7, North $88^{\circ}23'33''$ West a distance of 660.86 feet to the northwest corner of said Lot 114;

Thence along the West line of said Lot 114, South $00^{\circ}43'52''$ West a distance of 632.86 feet to the North line of an unnamed road right of way of said Plat No. 7, said road is currently known as Poleline Avenue;

Thence along the North line of said Poleline Avenue, South $88^{\circ}20'31''$ East a distance of 992.40 feet to the northerly extension of the East line of Lot 13 of Plat No. 5 Greenacres Irrigation District as recorded in Book B of Plats, Page 70, records of Kootenai County, Idaho;

Thence along said northerly extension and the East line of said Lot 13, South $00^{\circ}39'04''$ West a distance of 679.54 feet to the southeast corner of said Lot 13;

Thence along the South line of said Lot 13 and the South line of Lot 14 of said Plat No. 5, North $88^{\circ}18'59''$ West a distance of 662.40 feet to the northwest corner of Lot 19 of said Plat No. 5;

Thence along the west line of said Lot 19, South 00° 38' 13" West a distance of 639.31 feet to the North line of an unnamed road right of way of said Plat No. 5, said road currently known as Yukon Avenue.

Thence along the North line of said Yukon Avenue, South 88° 17' 20" East a distance of 1324.48 feet to the northerly extension of the East line of Lot 43 of said Plat No. 5;

Thence along said northerly extension and the East line of said Lot 43, South 00° 39' 58" West a distance of 679.96 feet to the southeast corner of said Lot 43;

Thence along the South line of said Lot 43 and the South line of Lot 44 of said Plat No. 5, North 88° 15' 39" West a distance of 662.07 feet to the northwest corner of Lot 53 of said Plat No. 5;

Thence along the West line of said Lot 53 and the southerly extension of said West line, South 00° 39' 07" West a distance of 685.69 feet to the South line of an unnamed road right of way of Plat No. 10 Grenacres Irrigation District as recorded in Book B of Plats, Page 100, records of Kootenai County, Idaho, said road currently known as Lark Avenue.

Thence along said South line, North 88° 15' 27" West a distance of 330.90 feet to the northwest corner of Lot 4 of said Plat No. 10;

Thence along the West line of said Lot 4 and the southerly extension of said West line, South 00° 06' 19" West a distance of 1119.46 feet to the southerly line of Spokane International Railroad right of way;

Thence along said southerly line, South 61° 36' 15" West a distance of 1201.78 feet to the West right of way of Pleasant View Road as shown on a record of survey recorded in Book 23 of Surveys, Pages 20, 20A, 20B and 20C as Instrument Number 1903826 records of Kootenai County, Idaho;

Thence along the West right of way of Pleasant View Road per said Record of Survey, the following 15 courses:

- 1) North 00° 55' 03" East a distance of 1443.84 feet;
- 2) South 89° 04' 57" East a distance of 10.00 feet;
- 3) North 00° 55' 03" East a distance of 296.83 feet;
- 4) North 00° 26' 56" East a distance of 421.53 feet;
- 5) North 89° 33' 04" West a distance of 10.00 feet;
- 6) North 00° 26' 56" East a distance of 804.55 feet;
- 7) South 89° 33' 04" East a distance of 10.00 feet;
- 8) North 00° 26' 56" East a distance of 1411.53 feet;
- 9) North 89° 33' 04" West a distance of 10.00 feet;
- 10) North 00° 28' 07" East a distance of 2639.51 feet;
- 11) North 00° 28' 07" East a distance of 810.28 feet;
- 12) South 89° 31' 53" East a distance of 20.00 feet;
- 13) North 00° 28' 07" East a distance of 1069.69 feet;
- 14) North 89° 31' 53" West a distance of 10.00 feet;
- 15) North 00° 28' 07" East a distance of 389.53 feet to the southerly line of said Burlington Northern Railroad right of way;

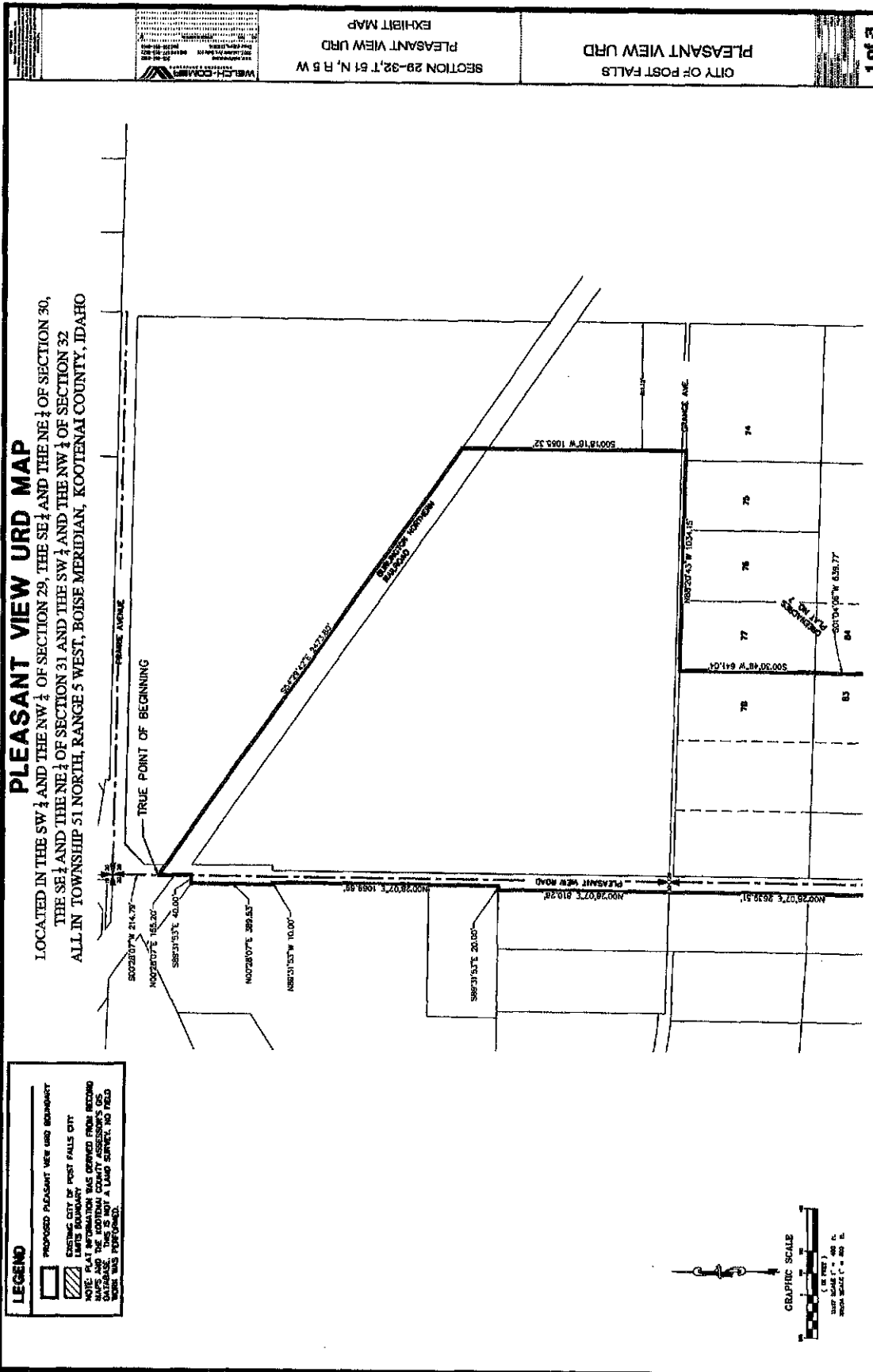
Thence, South 89° 31' 53" East a distance of 40.00 feet to the East line of said Northeast quarter of said Section 30;

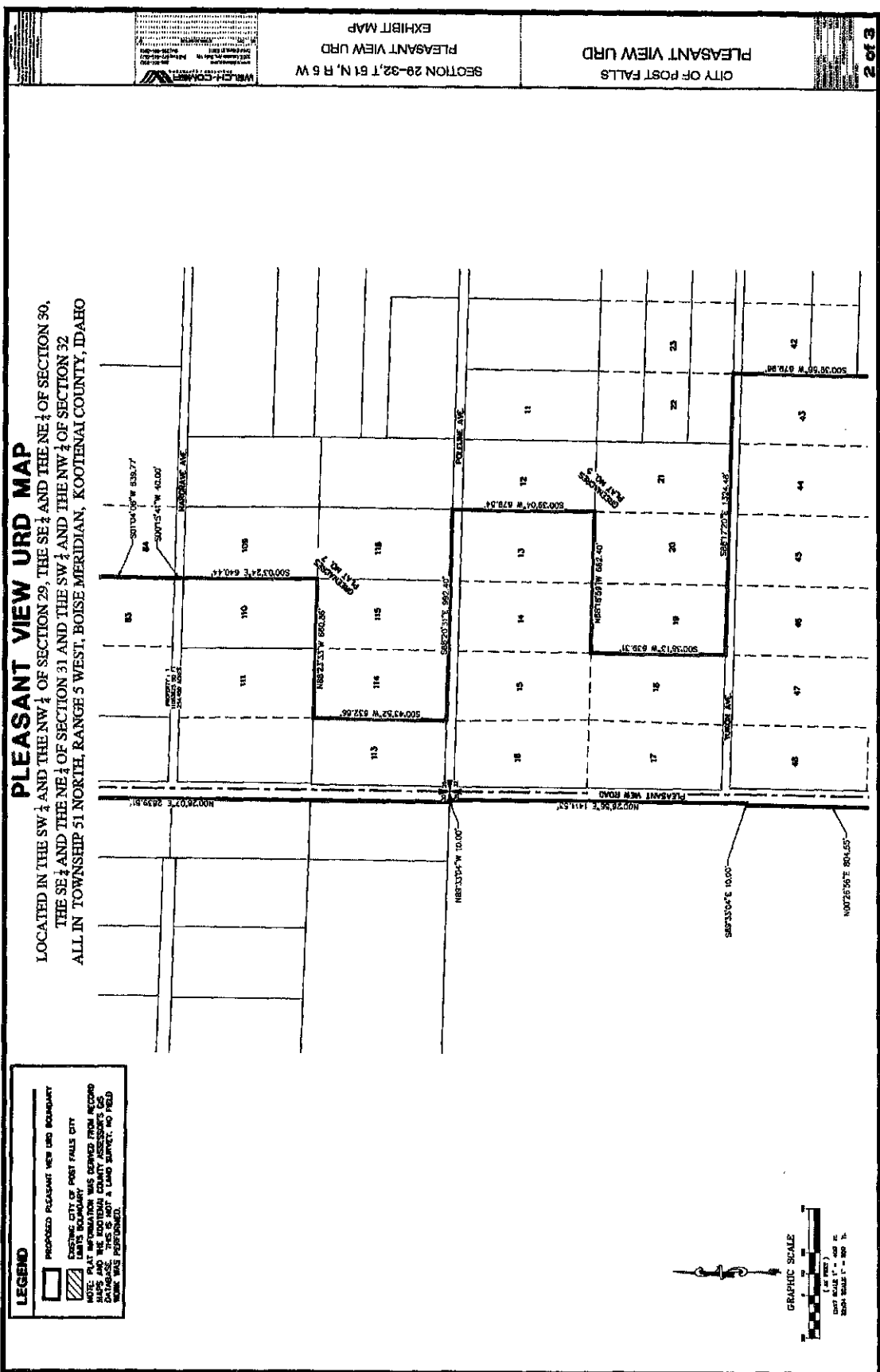
Thence along said East line, North 00° 28' 07" East a distance of 155.20 feet to the TRUE POINT OF BEGINNING.

Containing 11,083,825 square feet or 254.450 acres more or less.

This description was compiled from Kootenai County Assessor's Office GIS files and Record of Survey Recorded in Book 23 of Surveys, Pages 20, 20A, 20B and 20C and does not constitute a surveyed description of the actual parcel. No field surveys were performed.





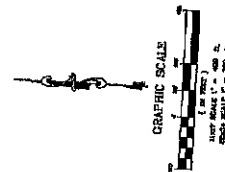
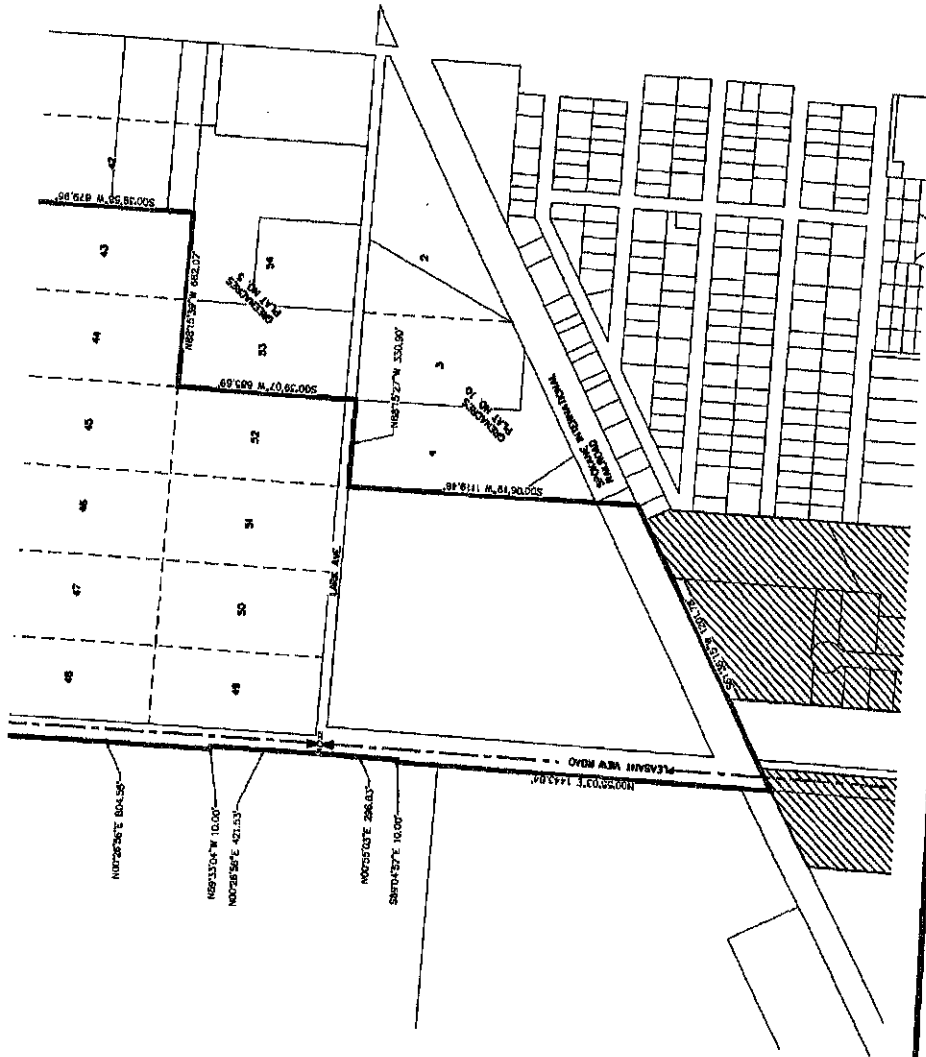


PLEASANT VIEW URD MAP

LOCATED IN THE SW 1/4 AND THE NW 1/4 OF SECTION 29, THE SE 1/4 AND THE NE 1/4 OF SECTION 30, THE SE 1/4 AND THE NE 1/4 OF SECTION 31 AND THE SW 1/4 AND THE NW 1/4 OF SECTION 32 ALL IN TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

LEGEND

- PROPOSED PLEASANT VIEW URD BOUNDARY
- EXISTING CITY OF POST FALLS CITY LIMITS BOUNDARY
- NOTES: ALL INFORMATION WAS DERIVED FROM RECORD MAPS AND THE KOOTENAI COUNTY ASSESSOR'S GIS DATABASE. THIS IS NOT A LAND SURVEY. NO FIELD WORK WAS PERFORMED.



SECTION 29-32, T. 51 N., R. 5 W.
PLEASANT VIEW URD
EXHIBIT MAP

CITY OF POST FALLS
PLEASANT VIEW URD

3 of 3

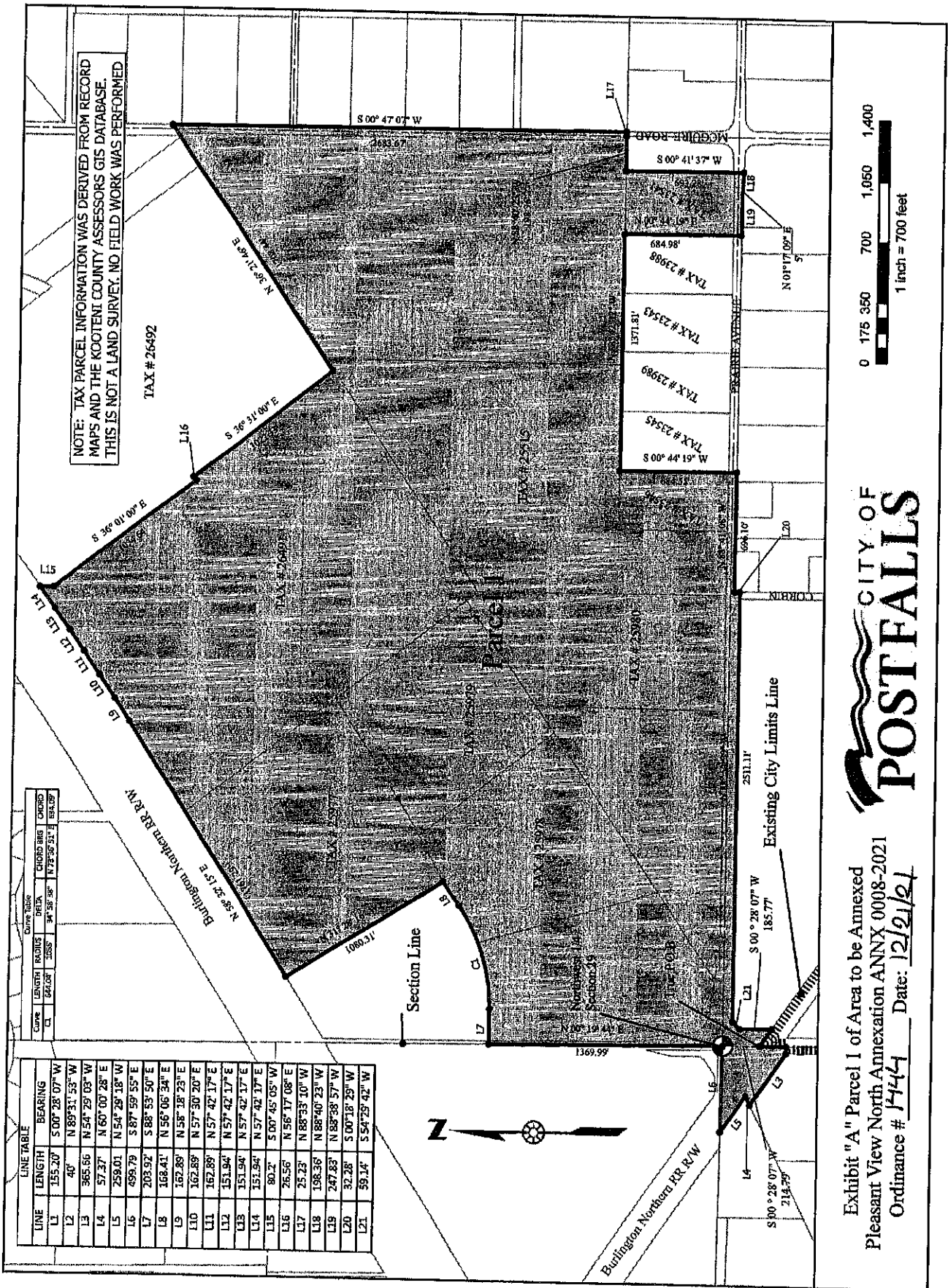
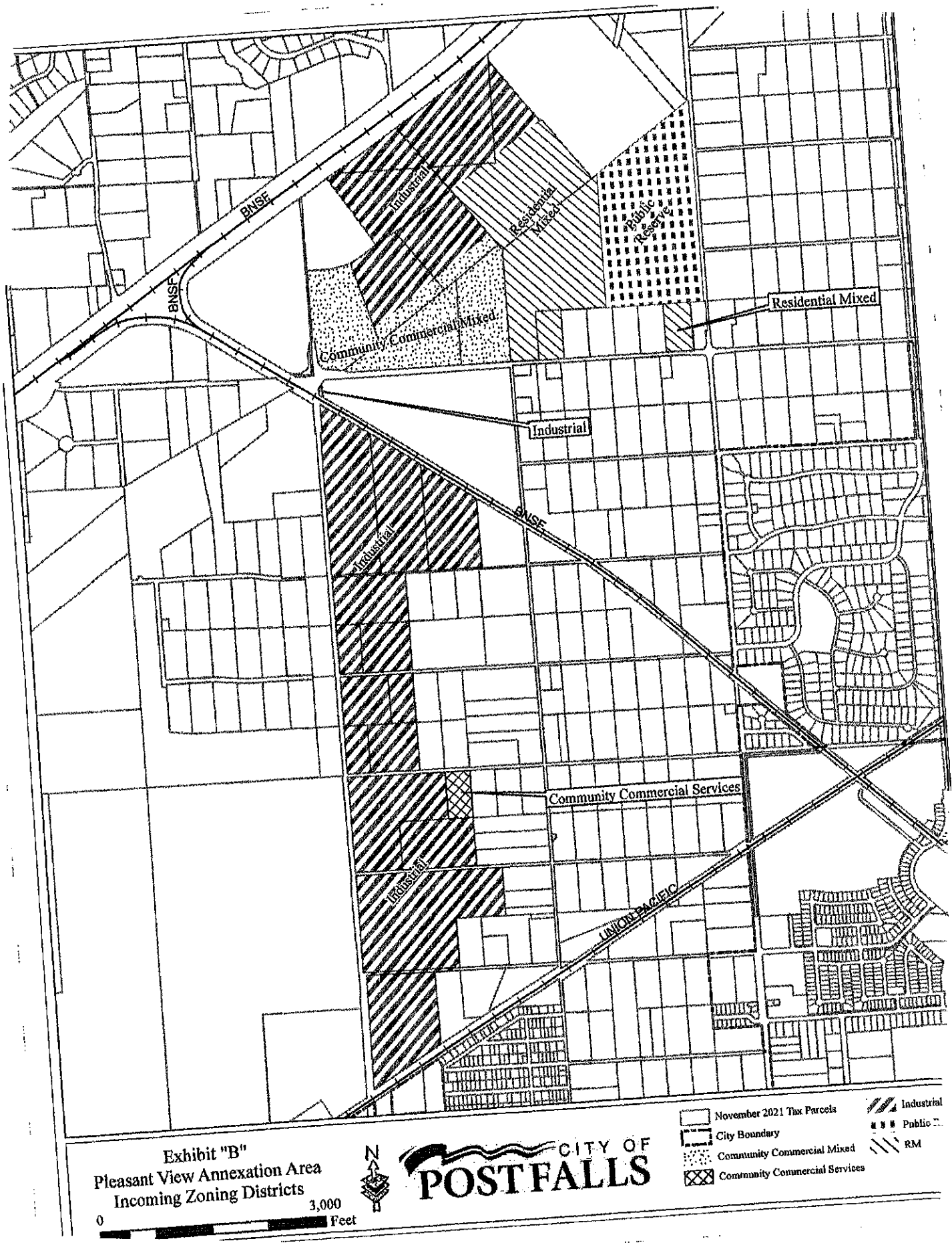


Exhibit "A" Parcel 1 of Area to be Annexed
 Pleasant View North Annexation ANNEX 0008-2021
 Ordinance # 1744 Date: 12/21/21



STATE OF IDAHO
COUNTY OF KOOTENAI / 68
AT THE REQUEST OF
Eucora Corporation

SEP 20 11 11 AM '93

TOM TACASART

[Signature]

DEPUTY

FEES 6

PO Box 648

Lewiston, ID 83501

1322083

WARRANTY DEED

THIS INDENTURE, made this 11 day of February, 1980,

by and between MARY P. ACHORD, an unmarried woman, party of the first part, and
EUCON CORPORATION, an Idaho corporation, party of the second part, whose address
is: P. O. Box 1323, Lewiston, Idaho, 83501,

W I T N E S S E T H:

That the party of the first part, for and in consideration of the sum of Ten
(\$10.00) Dollars and other good and valuable considerations to her in hand paid by the
said party of the second part, the receipt of which is hereby acknowledged, has bar-
gained and by these presents does grant, bargain, sell, assign, transfer, convey and
confirm unto the said party of the second part, its successors and assigns forever, the
following described real property situate in the County of Kootenai, State of Idaho, to-wit:

The West 260 feet of Tracts 21 and 22, GREENACRES PLAT
No. 10, according to the plat recorded in the office of the
County Recorder in Book B of Plats at page 100, records
of Kootenai County, Idaho.

EXCEPT that portion described in the deed to the State of
Idaho, recorded October 17, 1939, in Book 110 of Deeds at
page 151, records of Kootenai County, Idaho.

FURTHER SUBJECT to easements and rights of way of record.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining, and all the estate, right,
title, interest, claim or demand whatsoever of the said party of the first part, either in law
or equity of, in and to the above described and bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described
with the appurtenances, unto the said party of the second part, its successors and assigns
forever.

AND the said party of the first part, for herself, her heirs, executors and
administrators, does covenant, grant, bargain and agree to and with the said party of

RANDALL, DENYSON & COX
LAWYERS
BOLLIGER PLAZA
LEWISTON, IDAHO 83501

1322083

the second part, its successors and assigns, that at the time of the enrolling and delivery of these presents she is well seized of the premises conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and encumbrances of any kind whatsoever, except taxes for the year 1980.

AND the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming title, or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand the day and year in this instrument first above written.

Mary P. Achord
MARY P. ACHORD

Party of the First Part

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 11 day of February, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared MARY P. ACHORD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

Ph. Mitchell
Notary Public in and for the State of Idaho,
Residing at Princeton therein.

RANDALL, BENGTSON & COX
LAWYERS
BOLLINGER PLAZA
LEWISTON, IDAHO 83801

1967731

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Post Falls Hwy Dist.

POST FALLS HIGHWAY DISTRICT
E. 5629 SELTICE WAY
POST FALLS, IDAHO 83854
(208) 765-3717

2005 JUL 27 A 10:04

DANIEL J. ENGLISH *PR*

DEPUTY *6.00*
FEES

ORDER OF VACATION

WHEREAS, the Board of Commissioners for the Post Falls Highway District having given notice, and heard public comment regarding the vacation and abandonment of property more particularly described per the following legal description:

The 40-foot right-of-way at the north end of Parcel No. 0-3060-32-022-AA, 0-3060-32, east of Pleasantview Road and south of the Spokane International Railroad.

32 51N 05W - CODE AREA 073-000
Greenacres Sub 1/4 plat 10, W 260
TRS 21 & 22 EX W 5' 701 R/W
EX R/W

WHEREAS, a hearing was held on July 20, 2005, pursuant to formal Notice by Publication and by written notice as required by Idaho law; and

WHEREAS, after public hearing, the Board having made its Findings of Fact and having concluded that it is in the best interests of the Highway District and the citizens thereof that said property be vacated;

NOW, THEREFORE,

The above-described property is and the same is hereby vacated in accordance with Section 40-203, Idaho Code. That said vacated property shall revert to the underlying property owner.

That the existing rights-of-way, easements, and franchise rights of any property owner, public utility, or the Post Falls Highway District shall not be impaired by this vacation, as provided by law, and that the underlying property owner shall in no manner pave or place any obstruction over any public utilities.

DATED this 20th Day of July 2005

POST FALLS HIGHWAY DISTRICT
BOARD OF COMMISSIONERS

Lynn Humphreys
Lynn Humphreys, Chairman

Robert B. Wilbur
Robert B. Wilbur, Vice-Chairman

Terry Werner
Terry Werner, Commissioner

ATTEST:

Leigh Gossette
Leigh Gossette, District Clerk

1967731

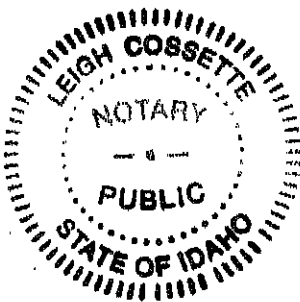
STATE OF IDAHO

SS.

County of Kootenai

On this 20th day of July, 2005, before me a Notary Public in and for the State of Idaho, personally appeared Lynn Humphreys, known or identified to me to be a Commissioner and the Chairman of the Post Falls Highway District, Robert B. Wilbur, Commissioner and Vice-Chairman, and Terry Werner, Commissioner, whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Leigh Cossette
Notary Public For Idaho
Residing at Post Falls, ID
Commission Expires 2/17/06

Kootenai County, Idaho



Map Title Location within Township

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



THIS DRAWING IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES CONTAINED HEREIN.

Map Revisions

- 04/12/17 - ET
0-5480-010-017-0 out of 016-A (now -0) (18)
- 03/12/19 - bc
Pln 0-5480-007-009-0 (now -A) combined w/008-0 (now -A) as
Tax#25496 (19)
Vac RW combined w/P-380-001-010-0, 002-001-0 & 002-006-0 (all
now -A) (19)
- 09/16/19 - TH
Vacated RW combined w/ P-3905-32-020-AA (20)
- 01/05/22 - HSS
0-5480-006-004-A out of 002-A (22)
- 09/08/22 - VMW
0-5480-010-004-0 out of 003-A (now -0) (23)
- 09/23/22 - JP
Pln 51N05W-32-5620 out to RW (23)

Notes:

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JAN 03 2023
KOOTENAI COUNTY
ASSESSOR

Parcel areas have been calculated by traverse closure when sufficient information has been available. Area shown is Net Assessable Area; Right-of-Way, where applicable, has been subtracted. Distances and curve lengths less than 50' may not be shown due to scale limitations. Dimensions in parenthesis denote record and/or platted lot dimensions.

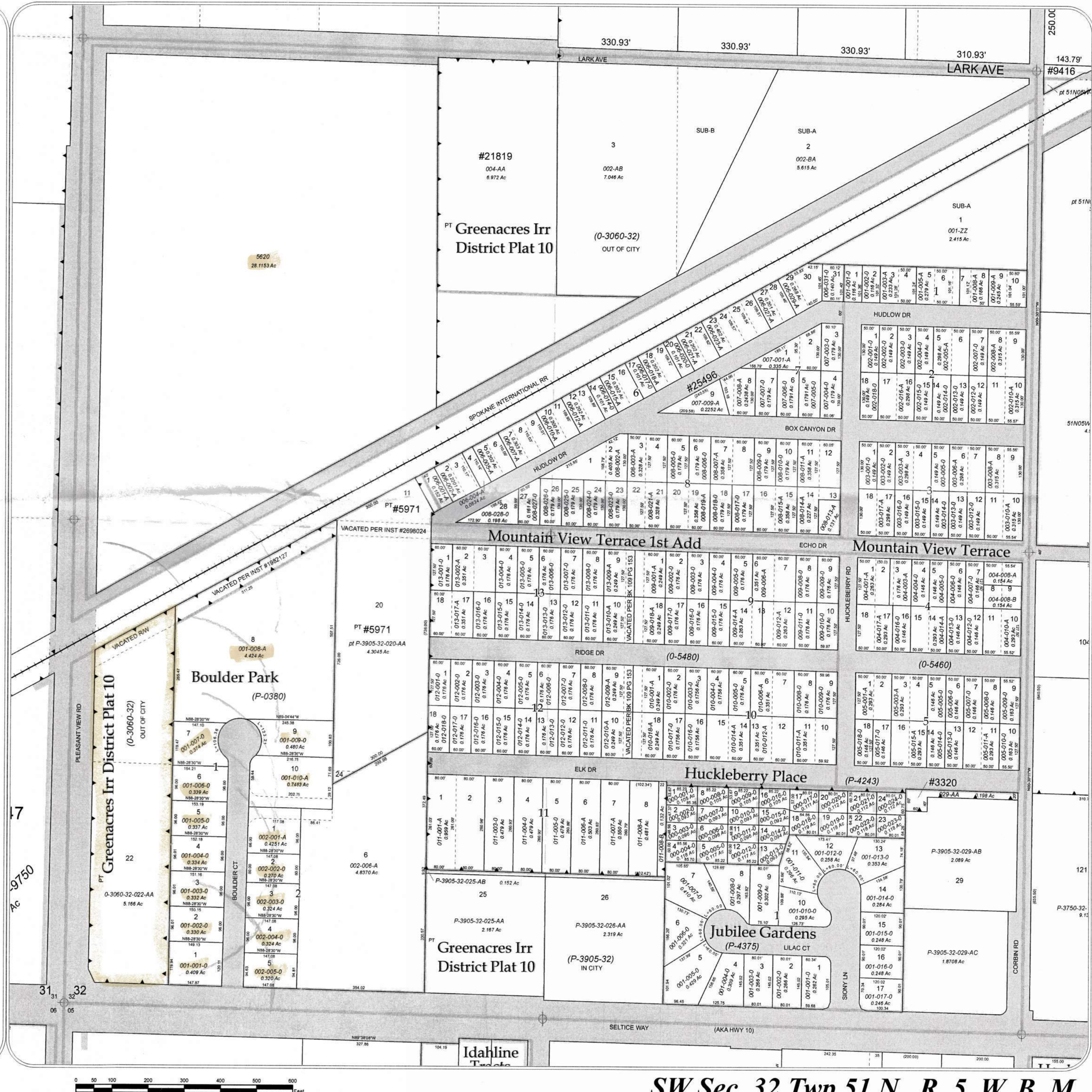
LOCATION OF ROADS SHOWN ARE BASED ON ADDRESSABLE ROAD INFORMATION AND MAY OR MAY NOT BE PUBLIC.

Parcel Identification Number (PIN) are comprised as follows:
Platted: Sub-code and Parcel ID# ex. C-3510 and 021-999-C Resulting PIN = C-3510-021-999-C or C3510021999C
Unplatted: TwpRngSec and Parcel ID# ex. 50N03W-16 and 7950 Resulting PIN = 50N03W-16-7950 or 50N03W167950

Legend

- (C-5357) Sub-code
- 001-001-A Parcel ID# (PIN)
- TaxParcels
- LegalAreas
- Road RW
- Private Roads
- Plat Boundaries
- Railroad
- City Limits
- GCDB_Corners
- GCDB_Lines

Maptile: 51N05W32SW



SW Sec. 32 Twp 51 N. R. 5 W. B. M.



Kootenai County, Idaho

Map Tile Location within Township

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



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Map Revisions

Notes:

02/23/18 - GP
51N05W-31-3400 out of 4700 (18)

10/16/20 - TH
Ptn 51N05W-31-9750 out to RW (21)

03/25/21 - GP
51N05W-31-9750 (now P-0000-031) annexed into City of Post Falls per Ord#1399 (21)

11/23/22 - JP
51N05W-31-4000 out of 3400 as Tax#27107 (23)

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JAN 05 2023
KOOTENAI COUNTY
ASSESSOR

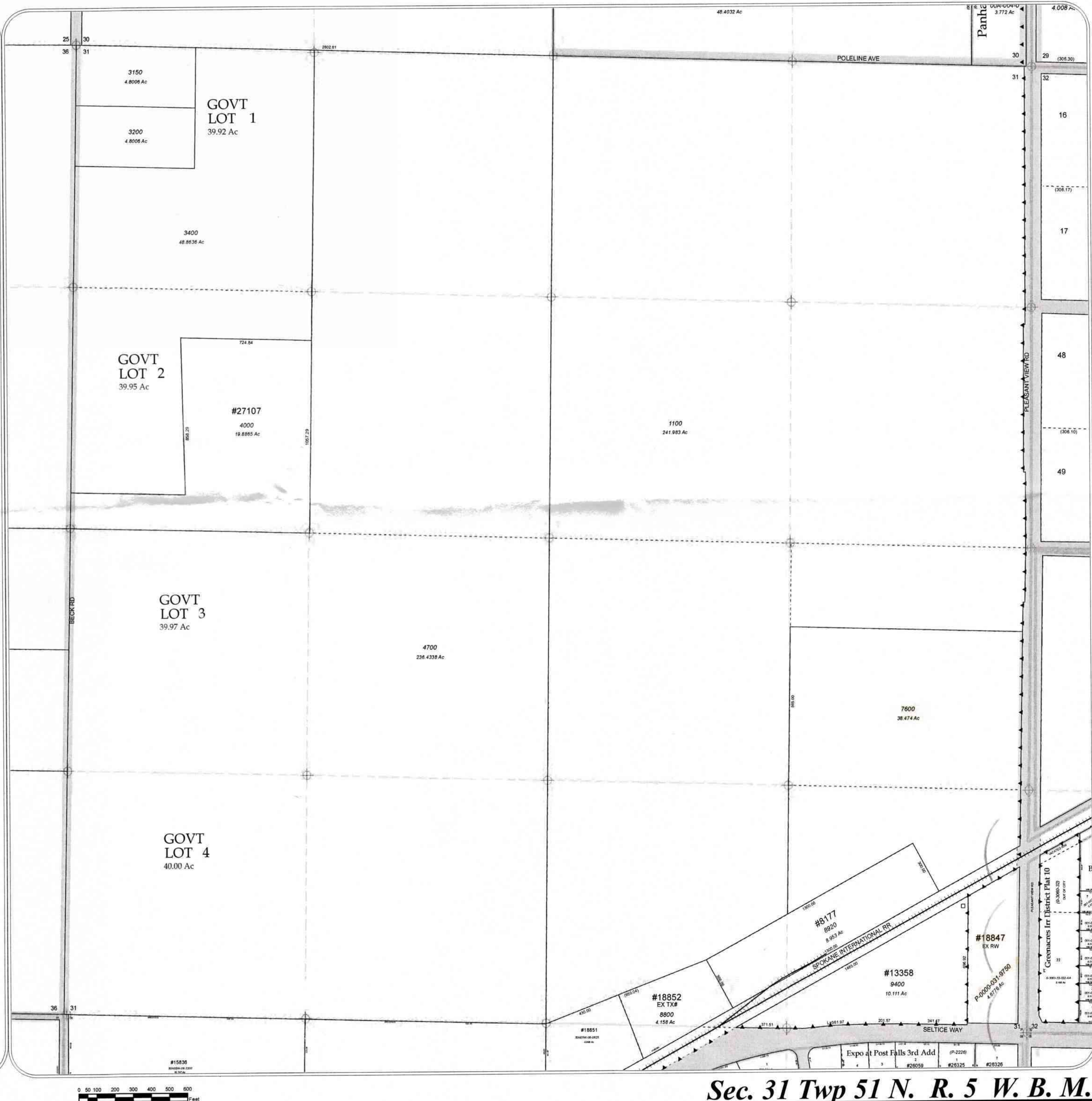
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Unplatted: TwpRngSec and Parcel ID# ex. 50N03W-16 and 7950 Resulting PIN = 50N03W-16-7950 or 50N03W167950

Legend

(C-5357) Sub-code TaxParcels Private Roads City Limits
001-001-A Parcel ID# (PIN) LegalAreas Plat Boundaries GCDB_Corners
Road RW Railroad GCDB_Lines



Maptile: 51N05W31

Sec. 31 Twp 51 N. R. 5 W. B. M.

Kootenai County, Idaho



Map Tile Location within Township

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
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Map Revisions

Notes:

12/30/08 - JB
Ptn P-2222-001-001-0 combined w/ P-7300-001-001-0 (both now -A) & rededicated as Tax#22166; Rem P-2222-001-001-0 rededicated as Tax#22167 (09)
P-2224-001-999-0 out of plat of Expo at Post Falls 2nd Add (09)

06/30/09 - ET
Vacated RW combined w/ P-0000-006-2200 (10)

02/01/10 - JGB
Ptn P-0000-006-2200 combined w/ P-2220-001-009-0 (now -A) & rededicated as Tax#22574; Rem 2200 rededicated as Tax#22575 (10)

02/28/12 - ET
P-2220-001-001-0, 002-0, 003-0, 004-0, 005-0, 007-0, 008-0, 009-A combined w/ 006-0 (now -A) (12)

03/10/14 - GP
P-7300-001-001-A rededicated as Tax#23767 &
P-2220-003-002-0 (now -A) rededicated as Tax#23768 for boundary line adjustment (15)

03/06/15 - ET
P-2220-003-999-0 now P-2220-003-00A-0 (15)

11/19/19 - JP
P-0000-006-1300 & P-K029-001-006-0 platted into EXPO AT POST FALLS 7TH ADD (20)

09/04/20 - GP
Ptn P-2224-001-006-0 combined w/ P-2226-001-002-0 (both now -A) & rededicated as Tax#26059 (21)
Ptns P-L352-001-001-0, 002-0, 003-0, 004-0, 005-0, 006-0 & 007-0 combined w/ 009-0 (all now -A) as ptn Tax#26060 (21)
Ptn P-L352-001-009-A combined w/ P-7300-001-001-A as Tax#26061 (21)
Ptn P-L352-001-009-A combined w/ 008-0 (now -A) as Tax#26062 (21)

03/25/21 - ET
P-2224-001-005-0 & ptn 003-0 (now -A) & ptn 006-A combined w/ ptn 004-0 (now -A) & rededicated as Tax#26324; Ptn 006-A combined w/ P-2226-001-001-0 (now -A) & rededicated as Tax#26325; rem 006-A combined w/ 007-0 (now -A) & rededicated as Tax#26326; ptn 004-A combined w/ rem 003-A & rededicated as Tax#26327 (21)

03/29/21 - ET
P-0000-006-2200 combined w/ P-L203-004-001-0 (now-A) (21)

05/25/21 - ET
Ptn P-7300-001-001-A combined w/ P-2220-002-002-0 (now -A) & rededicated as Tax#26409; P-2224-001-999-0 combined w/ rem 001-A & rededicated as Tax#26410 (22)

09/10/21 - ET
P-0000-006-7400 & ptn P-L203-004-001-A platted into EXPO AT POST FALLS 8TH ADD; P-0000-006-2200 out of rem P-L203-004-001-A as ptn in NE4 (22)

09/13/21 - ET
P-L352-001-003-A, 004-A, 005A, 006-A & 007-A combined w/ 008-A (22)

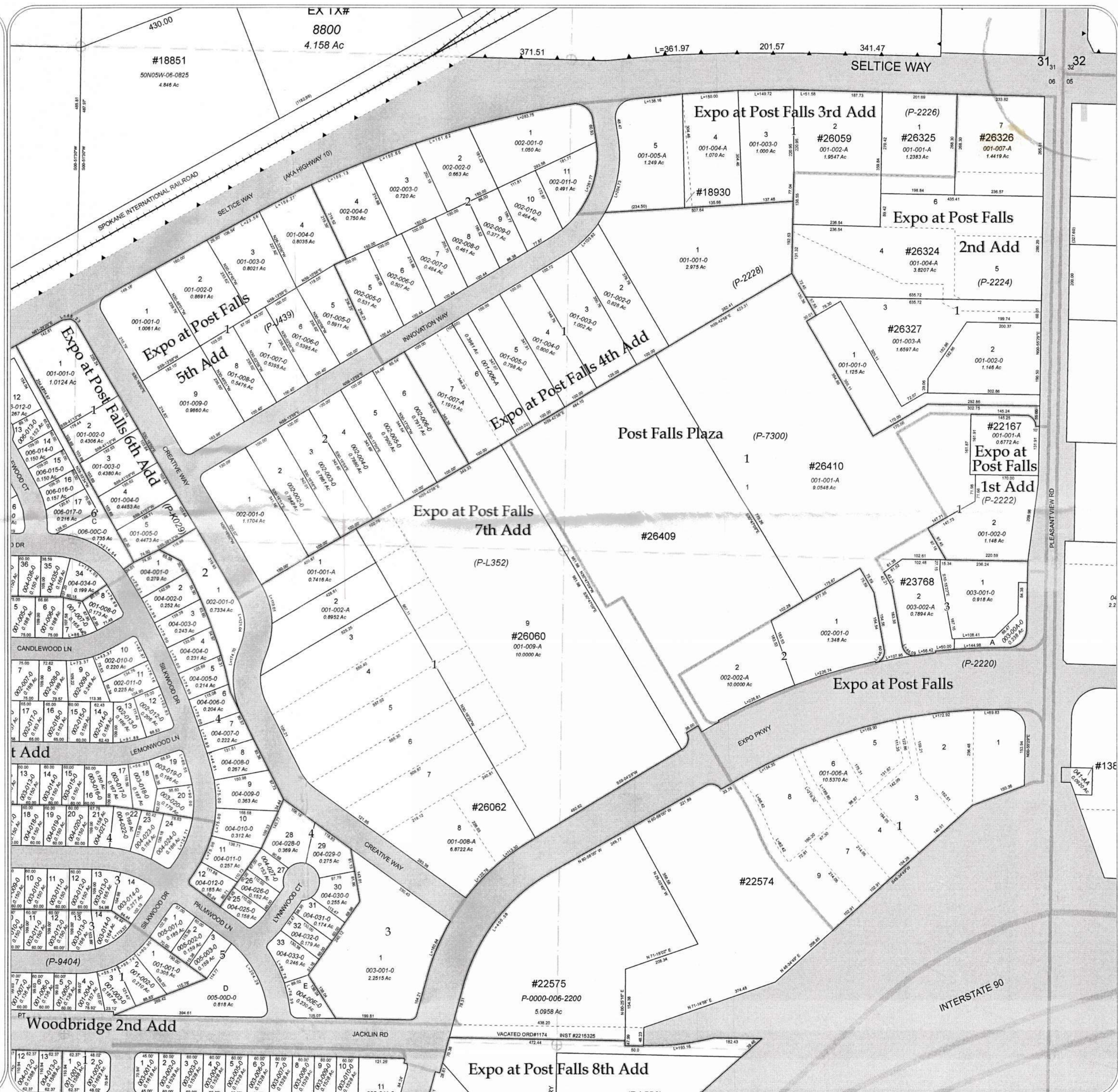
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Legend

- (C-5357) Sub-code
- TaxParcels
- Private Roads
- City Limits
- 001-001-A Parcel ID# (PIN)
- LegalAreas
- Plat Boundaries
- GCDB_Corners
- Road RW
- Railroad
- GCDB_Lines



Kootenai County, Idaho



Map Title Location within Township

6	5	4	3	2	1
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Map Revisions

01/22/10 - TH
P-3900-05-039-AA & 039-AB platted into HOJO COMMERCIAL PARK (10)

06/09/11 - TH
P-3900-05-023-AA platted into SILVER CREEK COMMERCIAL PARK (12)

03/01/12 - ET
Ptn of vacated R/W combined w/ 0-3040-05-060-AA (12)

03/11/15 - VMW
P-3900-05-022-AB redesignated as Tax#24028 (15)
Ptn P-3900-05-041-AA out to R/W as CAT19 (15)

03/24/15 - GP
Ptn P-3900-05-008-AA, 042-AA, P-4249-001-002-0, 003-0 & 004-0 out to R/W as CAT19 (15)
Ptns P-3900-05-042-AA & 040-AC out to R/W (15)

09/12/16 - bc
P-3900-05-021-AB out of 021-AA & 012-AA as Tax#24491 (17)
P-3900-05-021-AA redesignated as Tax#24492 (17)
Ptn P-3900-05-012-AA, 021-AA & 021-AB out to R/W as CAT19 (17)

01/05/17 - GP
P-3900-05-021-AA combined w/ 012-AA & redesignated as Tax #24610 (17)

09/22/17 - VMW
Ptn 0-3040-05-059-AF combined w/ 059-AE & redesignated as Tax#24971; Rem 059-AF redesignated as Tax#24970; 059-AG redesignated as Tax#24972 (18)

05/07/18 - JP
Ptn P-3900-05-025-AA combined w/ 040-AD & redesignated as Tax#25196; rem 025-AA redesignated as Tax#25195 (19)

12/03/21 - HSS
P-3900-05-021-AB combined w/ 012-AA (22)

08/24/22 - GP
P-K247-001-001-0 platted into PATRIOT BUSINESS PARK CONDOS (23)
P-3900-05-053-AA & 053-AB out of 053-AC (23)

Notes:

LUNA RIDGE CONDOS
(P-J370) (24 UNITS)
PATRIOT BUSINESS PARK CONDOS
(P-L663) (14 UNITS)

RECEIVED
JAN 05 2023
KOOTENAI COUNTY
ASSESSOR

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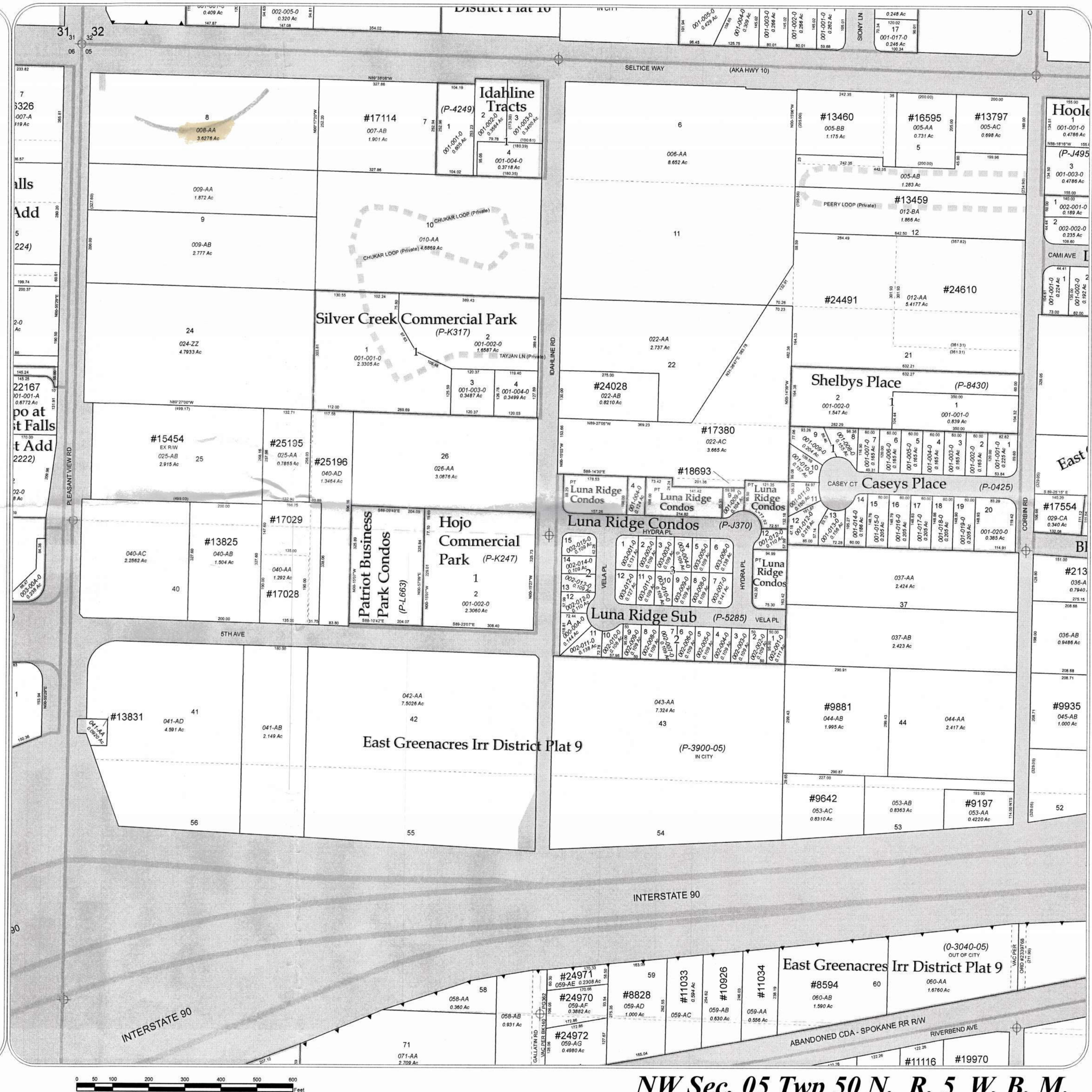
Legend

(C-5357) Sub-code
001-001-A Parcel ID# (PIN)

TaxParcels
LegalAreas
Road RW

Private Roads
Plat Boundaries
Railroad

City Limits
GCDB_Corners
GCDB_Lines



Maptile: 50N05W05NW

NW Sec. 05 Twp 50 N. R. 5 W. B. M.

7 B Beck LLC
2016 N Beck Rd
Post Falls ID 83854

966 Boulder LLC
966 N Boulder Ct
Post Falls ID 83854

966 Boulder LLC
966 N Boulder Ct
Post Falls ID 83854

Barton Real Estate Holdings LLC
3116 E Rivercrest Dr
Post Falls ID 83854

Black Diamond Landscape LLC
PO Box 936
Hayden ID 83835

Daeland Inc
11463 W Riverview Dr
Post Falls ID 83854

Corey Dwinell
841 N Boulder Ct #A
Post Falls ID 83854

For-Con LLC
3281 E Ames Lake Ln
Redmond WA 98053

Interstate Concrete And Asphalt Co
PO Box 3366
Spokane WA 99220

J A Marketing Consulting LLC
1980 N Forest Ridge Rd
Liberty Lake WA 99019

Jakes Scuba Adventures LLC
8980 N Davis Cir
Hayden ID 83835

Jmsp LLC
3281 E Ames Lake Ln NE
Redmond WA 98053

Loaded Labradors LLC
1204 E Coeur D Alene Ave
Coeur D Alene ID 83814

Malts LLC
4581 E Hayden Lake Rd
Hayden ID 83835

Michael And Cindy Rady Living Trust
11630 N Summit Loop
Post Falls ID 83854

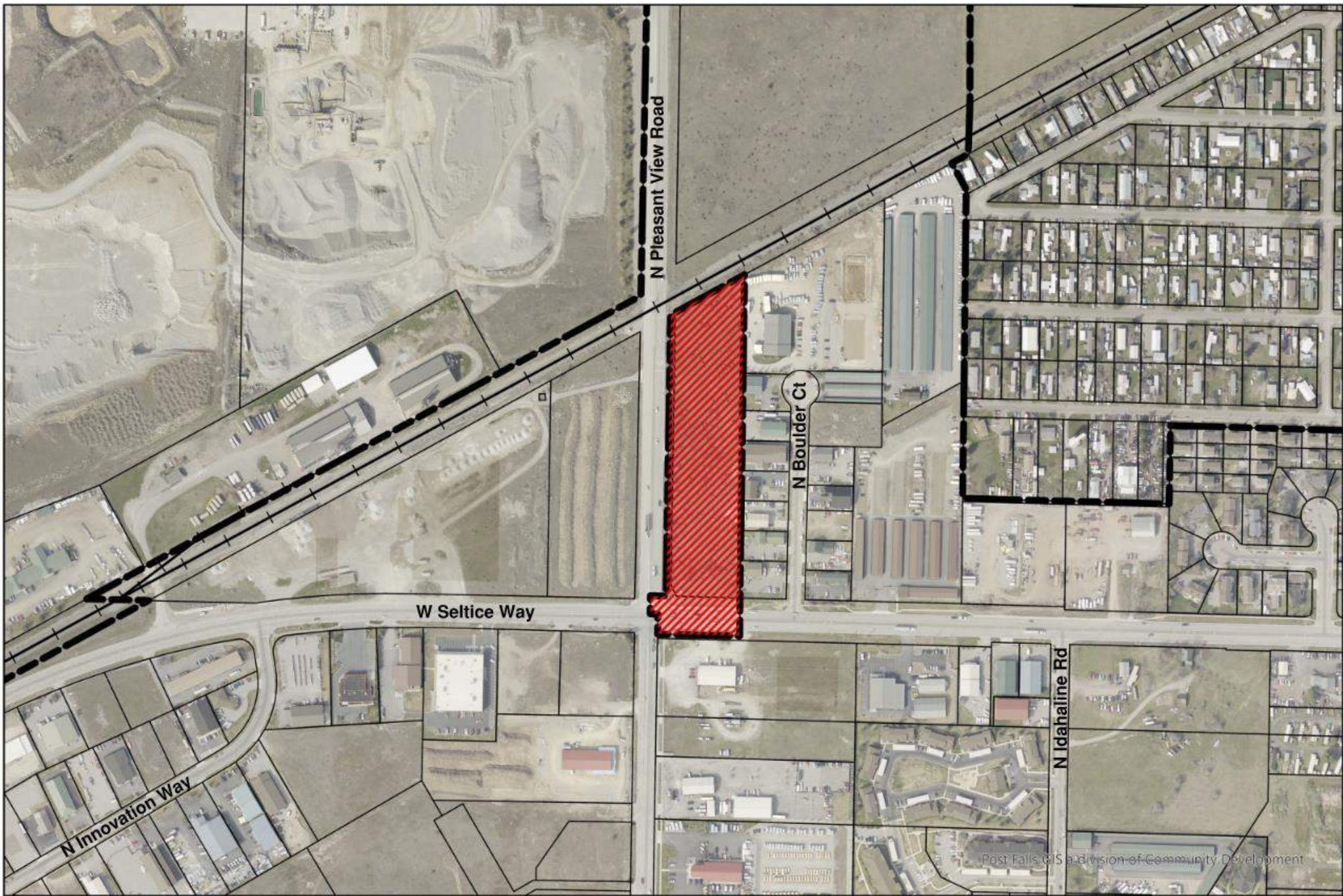
Newman Lake Investments LLC
8821 N Oakland Rd
Newman Lake WA 99025

Newman Rental Company LLC
PO Box 605
Monticello AR 71657

Pleasant View Prairie LLC
701 E Front Ave #200
Coeur D Alene ID 83814

S & J Holdings LLC
5667 E Shoreline Dr
Post Falls ID 83854

Tony Vranich
1220 150th PI NW
Marysville WA 98271

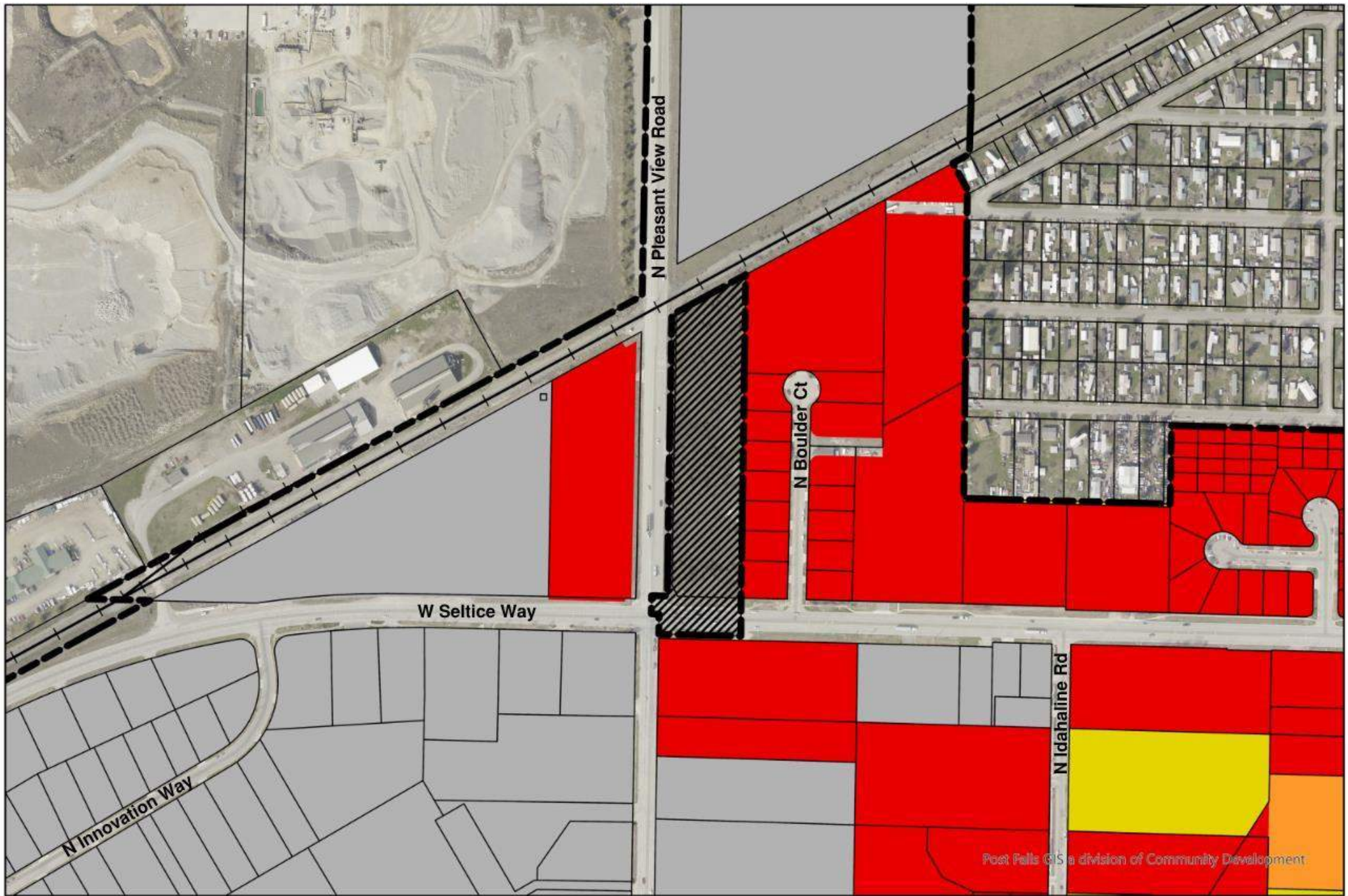


Project Location
DEATLEY
ANNEXATION
ANNX-23-1



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site





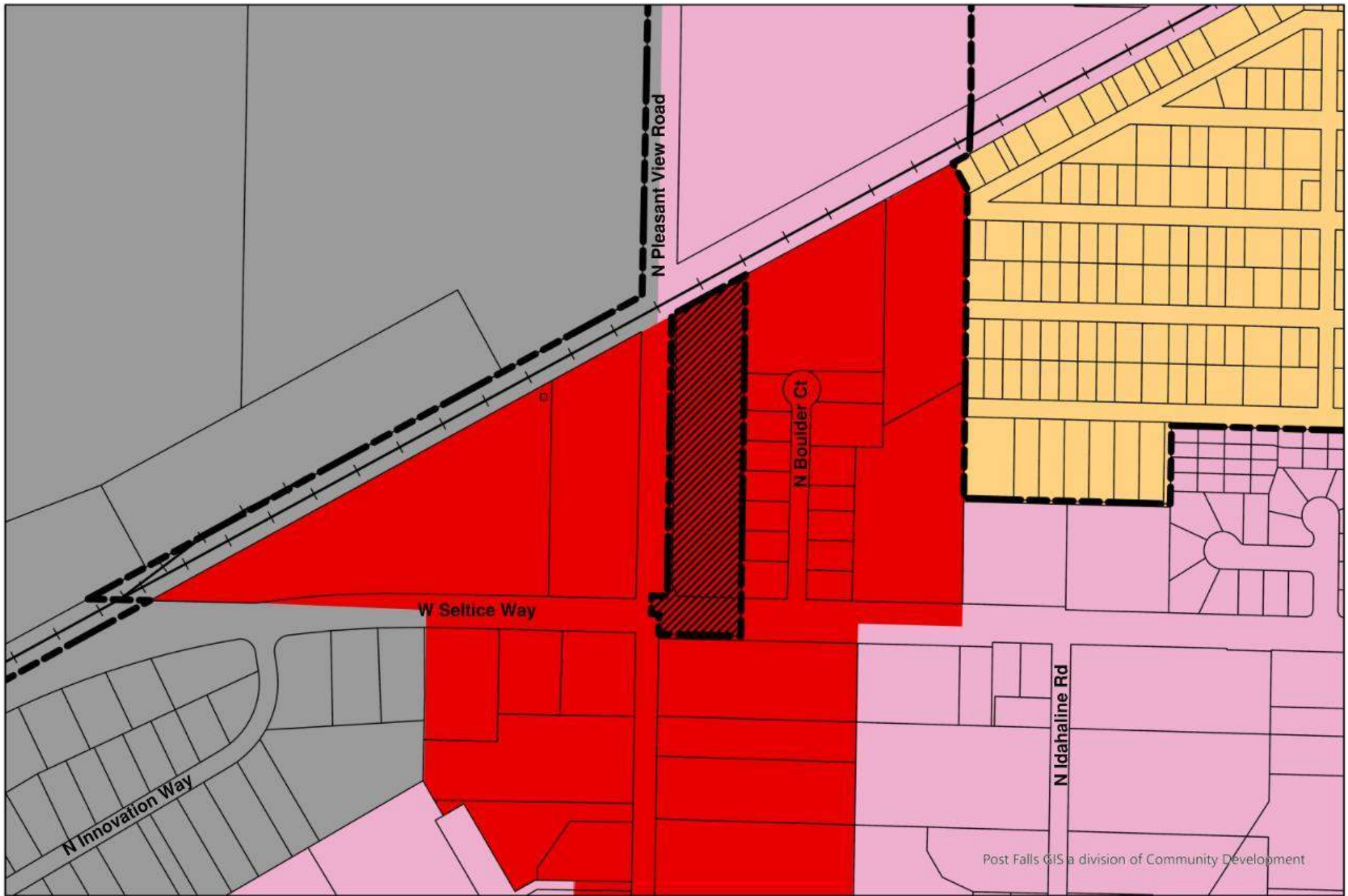
Zoning Map
DEATLEY
ANNEXATION
ANNX-23-1



- Post Falls City Boundary
- Tax Parcels
- Subject Site

- CCS
- I
- R-1
- R-3





Future Land Use Designation
DEATLEY
ANNEXATION
ANNX-23-1



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- Medium Density Residential

- Business/Industrial
- Business/Commercial
- Commercial





POST FALLS

SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

September 8, 2023

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and capacity of each school for the 2023-2024 school year are listed below.

The district will review the current long-range facility plan this fall. A copy of the current plan is included with this letter.

School	2023-2024 Enrollment	Building Capacity
Greensferry Elementary	400	525
Mullan Trail Elementary	341	500
Ponderosa Elementry	440	570
Prairie View Elementary	328	525
Seltice Elementary	410	560
Treaty Rock Elementary	432	525
West Ridge Elementary	415	525
Post Falls Middle School	765	920
River City Middle School	597	750

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

PA-1

Post Falls High School	1645	1800
New Vision High School	144	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

November 21, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,



Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

September 21st, 2023

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: DeAtley File No. ANN-23-1

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Nancy Thurwachter

From: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Sent: Tuesday, September 26, 2023 10:52 AM
To: Nancy Thurwachter
Subject: TA-23-2; ANNX-23-3; ANNX-23-1

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

Good morning Nancy! If you need clarification on these let me know.

TA-23-2, Tiny Homes

If the home, whether "tiny" or "normal" it doesn't matter to the septic rules, requires a septic system and is over the aquifer there is a maximum of 1 home per 5 acres. But if the home(s) have access to municipal sewer services then PHD has no jurisdiction.

ANNX-23-3

If the annexation includes providing sewer services to the parcel, then PHD has no jurisdiction.

ANNX-23-1

If the annexation includes providing sewer services to the parcel, then PHD has no jurisdiction.



Public Health
Prevent. Promote. Protect.

Panhandle Health District

Ryan Johnsen | Sewage Program Coordinator, EHS
35 Wildcat Way, Suite A, Kellogg, ID 83837
P: 208-415-5209
W: [Panhandlehealthdistrict.org](https://panhandlehealthdistrict.org)

IMPORTANT: The information contained in this email may be privileged, confidential or otherwise protected from disclosure. All persons are advised that they may face penalties under state and federal law for sharing this information with unauthorized individuals. If you received this email in error, please reply to the sender that you received this information in error. Also, please delete this email after replying to the sender.

From: [Jonie Anderson](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice To Jurisdiction - DeAtley Annexation File No ANNX-23-1
Date: Tuesday, September 26, 2023 8:22:02 AM
Attachments: [image003.png](#)

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

The Post Falls Highway District has no comment.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter

Sent: Wednesday, September 20, 2023 12:55 PM

To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron

Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kevin Ward <gatheredfamilyrestaurant@gmail.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice To Jurisdiction - DeAtley Annexation File No ANN-23-1

Good afternoon,

Please find attached the Notice to Jurisdictions for the DeAtley Annexation that is scheduled for the Planning and Zoning meeting on October 10, 2023. The draft staff report will be on the city's website shortly.

Thank you!

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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

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ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

DeAtley Annexation

(File No. ANNEX-23-1)

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **EUCON CORPORATION**, an Idaho corporation, with its principal place of business at 4201 Snake River Ave., Lewiston, ID 83501.

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

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property with an initial zoning designation of Community Commercial Services ("CCS") while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is located on the northeast corner of North Pleasant View Road and West Seltice Way and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire

Exhibit S-5

hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic

water supply capacity will be available at the time Owner requests connection to the water system. If water capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as all legal requirements are met. Upon public water service becoming available, the Owner agrees to disconnect from the temporary service and connect to the public water service at Owner's sole cost.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant to the City all water rights associated with the Property to assure that the City has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner agrees to disconnect from the temporary service and connect to and divert flows to the public system at Owner's sole cost. Any proposed alternative must not impair the City's ability to extend its sanitary sewer collection system to other properties.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide public easement along Pleasant View Road for utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide public easement along Seltice Way for utilities, sidewalks, and storm drainage.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and/or easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEES

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

agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.

- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

[Signature Page Follows]

CITY OF POST FALLS

EUCON CORPORATION

By: _____
Ronald G. Jacobson, Mayor

By: Matthew DeAtley
**Matthew DeAtley, Vice President/
General Manager**

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

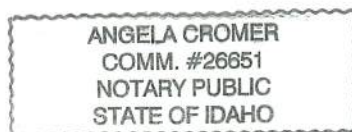
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on 9-27-23 by **Matthew DeAtley** as the Vice President and General Manager of Eucon Corporation, on behalf of whom the instrument was executed.



Angela Cromer
Signature of notary public

(Stamp above)



**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**October 10, 2023
5:30 PM**

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

REGULAR MEETING – 5:30 PM

CALL TO ORDER

Call to Order Time 5:30 PM

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer – **Present**
Nancy Hampe – **Excused**
Kevin Ward - **Absent**

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

- a. National Porter Day
- b. World Homeless Day

AMENDMENTS TO THE AGENDA

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

None.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

None.

1. CONSENT CALENDAR

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

ACTION ITEMS:

Exhibit S-6

- a. Meeting Minutes 09.12.23
- b. Planning and Zoning Workshop Minutes 9/26/2023

Motion by Planning and Zoning Commissioner Walton to accept the Consent Calendar as presented.

Second by Planning and Zoning Commissioner Carey.

Ayes: Planning and Zoning Commissioner Walton, Planning and Zoning Commissioner Steffensen, Planning and Zoning Commissioner Carey, Planning and Zoning Commissioner Schlotthauer, Planning and Zoning Commissioner Kimball

Motion Carried

2. CITIZEN ISSUES

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

None.

3. UNFINISHED / OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

ACTION ITEMS:

None.

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

~~Staff Report~~

~~Jon Manley, Planning Manager: The owner of this property is Copper Basin Construction with the applicant being Drew Dittman of Lake City Engineering. This notification did meet the requirements. There was a small typo in the notice where it referenced Single Family R1. The district, description, and mapping were correct, and it met all the elements for the notification. I did confirm with legal on this before proceeding. They are looking for a recommendation for a~~

some more businesses in there. Some people are against R3 but we do need a variety of housing, so this one just happens to be R3, sounds like our vacancy rates are very low. The City's going to continue to grow and we have got to do it smartly. Hopefully, we can get a variety of housing here.

Motion by Planning and Zoning Commissioner Carey to Approve the Copper Basin Prairie Annexation File No ANNX-23-3 finding that it meets the approval criteria of the Post Falls Municipal Code as outlined in our deliberation and staff to prepare a recommendation to City Council with zoning of mixed high-density multi-family and CCS with the inclusion of items one and two recommended and noted in the staff report.

Second - Kimball.

Schlotthauer - Aye, Steffensen - Aye, Kimball - Aye, Walton - Aye, Carey - Aye

Motion Carried

b. DeAtley Annexation ANNX-23-1

Public Hearing Opened at 6:11 pm

Staff Report

Ethan Porter, Associate Planner: Presenting the DeAtley Annexation Case File No ANNX-23-1. The owner of the project site is Matt DeAtley with Eucon Corporation. The applicant is Devon Mecham, here to present on their behalf. The requested actions are for a zoning designation of Community Commercial Services, CCS, on approximately 5 acres as part of an annexation request into the City of Post Falls. The subject site is located on the northeast corner of W. Seltice Way and N. Pleasant View Road. It goes across Seltice Way right of way, that is extra annexed area that was not initially incorporated into the city, so that is included with this request. Currently, the land is vacant and not developed. The site is above the Rathdrum Prairie Aquifer, water and wastewater are provided by the City of Post Falls. North of the subject area there's a railroad right of way and vacant industrial land. West across Pleasant View Road is commercial property that is undeveloped. Further west is industrial. Far West Steel is being developed currently. South across Seltice Way is commercial zoning. Currently, a commercial business that purchased it is operating out of it now. They have an approved site plan. East is Boulder Park Commercial subdivision. There are commercial lots there. Zoning review criteria were presented.

Schlotthauer: When did the property to the north annex in?

Porter: With the Pleasant View North Annexation, I believe, were multiple properties all the way up north.

Kimball: It went almost about half a mile north of Prairie.

Porter: Just before the roundabout, I believe.

Schlotthauer: Has there been any movement on that as far as city services or anything moving in there?

Porter: Yes, the engineering department has commented on it. There's been further discussions of improvements by bringing sewers in and looking at that aspect. Annexing this would potentially get you closer to moving north. They would have to provide services most likely as it develops from the south to the north of the property.

Schlotthauer: I would be interested to hear what Rob has to say about that.

Rob Palus, Assistant City Engineer: In terms of the utilities going up the Pleasant View Corridor from a force main design standpoint and water are partially designed at this point. They are not completed; we're waiting for more development to move forward. There are a couple of potential

developments out there that would trigger the installation of those improvements. The city is also working with one of the property owners north of Prairie Avenue on the acquisition of the land which was part of their annexation agreement for a reservoir well and lift station site to the far north. The entire area is part of an urban renewal area, so that as the utilities go in, certain improvements will be reimbursed and there will be a timeframe after the initial force mains water main go in as growth occurs in the area. We see the roadway widen out to a full five lane facility over time.

Schlotthauer: Is the force main going up Pleasant View from Seltice?

Palus: The force main would go from Seltice Way all the way to Prairie Avenue. Ultimately, there would be two lift stations serving that area. One about 1/3 of the way north of Seltice Way and the other north of Prairie Ave.

Schlotthauer: Thank you.

Applicant

Devon Mecham, Black Commercial, Inc.: I'm representing the Eucon Corporation and Matt DeAtley, I don't have anything further to add to what Ethan has done, I'm open for any questions you may have.

Schlotthauer: Do you have any plans for the property?

Mecham: Their plans are to sell it. We have it listed for sale. That is what triggered the annexation process. There's a subdivision meeting to cut up a portion of about one acre off the hard corner and the remainder will stay intact as one parcel. The goal of the owners is to sell the property.

Public Comment: None

Public Hearing closed at 6:26

Review Criteria:

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

Walton: They are asking for is commercial and there's commercial industry all around it.

Kimball: The future land use designation is commercial. The focus area speaks to commercial in both corridors.

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

Kimball: This is consistent with Policy 9 encouraging annexation of a county island. This is surrounded by the city, it is a county island. Policy 8 infield development of vacant areas within the city that is part of this. Regarding transportation corridors, Policy 24 includes right of way acquisition for Pleasant View, which is going to be very important as an arterial. The acquisition of Seltice Way is already done. It meets the transportation masterplan with regards to both Seltice Way and Pleasant View. Policy 1 supports land use patterns; the purposed zoning is consistent with the land use adjacent to and across the street with the surrounding land uses, which is important.

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

Kimball: There was none provided by any of the political subdivisions or anyone. It will have a positive impact on the extension of water, sewer, and widening of roadways upon development.

Commissioner Comments:

Steffensen: This has a lot of good things in it, it's in that urban renewal district as it gets developed and that whole area gets developed. Pleasant View will be able to have a lot more services, will be able to go north, the roads will get wider, bigger, sidewalks, more connections.

Kimball: If I'm not mistaken, it is not in the Urban Renewal District, it's adjacent. It's not in the district because it was not annexed into the city at that time.

Manley: I'll ask Bob, the right of way is in the urban renewal but not the property itself.

Palus: Correct.

Kimball: Which is also a benefit to the city.

Motion by Planning and Zoning Commissioner Carey to Recommend approval to the City Council of the DeAtley Annexation File No ANNEX-23-1 with the zoning recommendation of CCS with the inclusion of items noted in the Staff Report.

Second by Walton.

Carey - Aye, Kimball - Aye, Walton - Aye, Schlotthauer - Aye, Steffensen - Aye

Motion Carried

5. ADMINISTRATIVE / STAFF REPORTS

None.

6. COMMISSION COMMENT

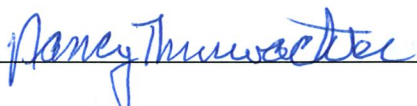
None.

7. ADJOURNMENT

Meeting Adjourned at 6:32 PM

Date: 11/14/23

Chair: 

Attest: 

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen Vice Chair: Ray Kimball
Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Kevin Ward, Kibbee Walton

**DeAtley Annexation
File No. ANN-23-1**

Planning and Zoning Commission

Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Devin Mecham (Per Exhibit A-4)

LOCATION: The property is located on the northeast corner of W. Seltice Way and N. Pleasant View Rd.

REQUEST: Zoning recommendation of Community Commercial Services (CCS) on approximately 4.92 acres (5.793 acres with Rights-of-Way), as depicted in Exhibit A-3.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal and Exhibit Map
4. A-4 Authorization Letter
5. A-5 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFSD Comments
10. PA-2 KCFR Comments
11. PA-3 PFPD Comments
12. PA-4 PHD Comments
13. PA-5 PHHD Comments
14. PZ Staff Report
15. Testimony at the October 10, 2023, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the October 10, 2023 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Ethan Porter, Associate Planner

Exhibit S-7

Mr. Porter presented the staff report. He testified that the applicant was seeking a zoning designation of Community Commercial Services (CCS) on approximately 5 acres a part of an annexation request into the City of Post Falls. The subject site is located on the northeast corner of W. Seltice Way and N. Pleasant View Road, above the Rathdrum Prairie Aquifer. The current land use is vacant, and the city of Post Falls will provide water and wastewater. South across Seltice Way is commercial zoning. Currently, a commercial business that purchased it is operating out of it now. They have an approved site plan.

Mr. Porter provided an overview of the zoning and land uses surrounding the subject site. He highlighted the presence of a railroad right away to the north, vacant industrial land to the north of that, and undeveloped commercial property to the west. Far West Steel is currently being developed in the industrial triangle gray piece further west. Across Seltice Way to the south is a commercial zoning area where the old Surplus Store currently operates as a business with an approved site plan for development. To the east is the Boulder Court commercial subdivision with commercial lots. Overall, Mr. Porter's testimony provided a comprehensive understanding of the surrounding zoning and land use in the area.

During Mr. Porter's testimony at the hearing, he discussed the first review criteria for annexation and the proposed zoning district. He noted that the proposal should be consistent with the future land use map and focus area in the comprehensive plan. The current designation is for commercial use, which would include retail, offices, and mixed uses to serve the local and traveling public. Mr. Porter also highlighted the West Prairie Focus area, which may warrant commercial use consideration if adjacent to collector streets with traffic volumes exceeding 4,000 vehicles per day. Pleasant View Road and Seltice Way meet this criterion, making it a suitable proposal for the focus area.

Mr. Porter reviewed the goals and policies for review criteria two, which included goals such as growing and sustaining a balanced economy for Post Falls, keeping the neighborhood safe and attractive, and planning for the establishment of land uses that support community needs and the city's long-term sustainability. He also mentioned policies that support these goals, such as maintaining the city's long-term physical health and involving the community in local government planning and decision making.

Mr. Porter provided testimony in support of policies aimed at maintaining or enhancing community-level services and promoting compatible and well-designed development. He emphasized the importance of providing amenities within proposed zones to improve residents' quality of life and noted that the city has standards for commercial development that need to be met during the permitting and planning process. Mr. Porter also discussed the careful consideration of factors such as future land use mapping and compatibility with surrounding land uses when revising zoning designations.

During the hearing, Mr. Porter discussed the infrastructure and traffic patterns of the city in relation to a proposed property. He highlighted the city's willingness and capacity to provide services to the property, as well as the benefits of the nearby signalized intersection. Additionally, he referenced city policies regarding commercial shopping centers and their proximity to high-traffic areas, which align with the proposed location.

During Mr. Porter's testimony, he explained that Policy 8 and 9 apply to the infill development of County "Islands", which are areas surrounded by the city. The area currently qualifies as

infill development due to its vacant state and commercial development surrounding it. Additionally, Policies 24 and 26 focus on transportation, ensuring continuity in sidewalks, trails, and adequate rights-of-way for future corridors, including utility facilities. Mr. Porter emphasized that meeting city standards and acquiring additional rights-of-way is crucial in maintaining and developing the area.

Mr. Porter commented on the potential adverse impact upon the delivery of systems by political subdivisions providing services within the city. However, after sending out notices to various jurisdictions and agencies, only a few remained neutral or had no comment. As a result, there was no adverse impact noted or commented on, and Mr. Porter believes that the review criteria were met in that regard.

Rob Palus, Assistant City Engineer

Mr. Palus provided insight on the installation of utilities in the Pleasant View Corridor, with a focus on the forced main design. He mentioned that there are a few potential developments in the area that would require these improvements. The City is also in the process of acquiring land from one of the property owners north of Prairie Avenue for a reservoir well and lift station site. It is worth noting that the area falls under an urban renewal program, so certain upgrades will be reimbursed. Additionally, the road is expected to widen over time and become a full five-lane facility. Mr. Palus also mentioned that the force main will extend from Seltice Way to Prairie Avenue, and two lift stations will serve the area.

Devon Mecham, Applicant

Mr. Mecham stated that he was representing the Eucon Corporation and Mr. Matt DeAtley. According to their plan, a section of the property will be divided and sold into approximately 1-acre parcels while the rest of the property will remain intact. Mr. Mecham didn't have any further comments to add to Mr. Porter's report.

Public Testimony:

The hearing was opened for public testimony, but none was received.

Deliberations: After the public hearing was complete, the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The applicant has requested initial zoning of Community Commercial Services (CCS) on approximately 4.92 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as Commercial and it is inside the West Prairie focus area.

West Prairie is a transitioning region with potential for future development. Guidelines have been established for future policies, including the expected development of industrial and commercial uses west of Pleasant View Road, a mix of residential, commercial, and

industrial uses between Corbin Road and Pleasant View Road, and the exploration of opportunities for off-corridor commercial spaces. The Commission finds that the proposed Community Commercial Services (CCS) zone is consistent with the Future Land Use Map and aligns with the commercial uses identified in the West Prairie Focus Area.

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

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

Goals:

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

This proposal helps build economic diversity by capitalizing on access to neighboring job centers and developing a strong business base within City limits. This proposal builds and sustains a diverse, balanced economic base, keeps existing quality-of-life assets, and helps keep Post Falls prosperous.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Impact Fees are paid at the time of permit issuance to aid in maintaining the community levels of service.

- Foster the long-term fiscal health of the community;

Adding more commercial uses can improve the City's long-term fiscal health by accommodating current and future residents.

- Maintain and enhance resident quality of life;

Future commercial businesses and amenities that are accessible within Post Falls will help enhance the quality of life for those within the City.

- Promote compatible, well-designed development;

The development will need to meet city design standards, this, in turn, promotes compatible, well-designed development.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

City staff reviews transportation impacts and sewer and water capacity. Any predicted inadequacies identified are addressed, and/or develop a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

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

After careful consideration, the Commission has determined that the current state of the site is underdeveloped and under-utilized and falls within the exclusive tier of the Area City Impact. The Commission recommends that the site be incorporated into the City, which may serve as a potential incentive for development on this vacant lot.

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

- Surrounded by incorporated areas;

The site is currently an island surrounded by incorporated city and railroad right-of-way.

- That have readily available service infrastructure and capacity.

The Commission has determined that the City of Post Falls is responsible for providing both Sanitary Sewer and Domestic Water Services. The Sanitary Sewer infrastructure is located at the property's southeast corner and Domestic Water is located along the Seltice Way frontage. The City has confirmed its capacity and willingness to provide service to the site. However, utilities would need to be extended within the site with any future subdivision.

- That support increased development intensity near the urban core.

The site is not located near an urban core, but within a growth area of commercial and industrial uses.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

The Commission has determined that there is no need for additional rights-of-way along Seltice Way and Pleasant View. However, it is necessary to dedicate a 15-foot Sidewalk, Drainage and Utility easement along adjoining roadways as part of the annexation agreement. The annexation will encompass all rights-of-way adjoining the site and currently within the County. It is important to note that future improvements during site development must take into account the KMPO Critical Arterials Corridor Policy, which affects access.

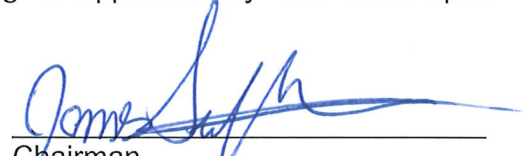
C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The Commission has determined that the political subdivisions were notified and the city received several written comments. The project will have a positive impact on the extension of water, sewer, and roadways widening upon development. There is no evidence of any demonstrable adverse impact on the delivery of services by any other political subdivisions. As such, the Commission finds that this criterion has been satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-23-1, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Community Commercial Services (CCS) zoning on approximately 4.92 acres upon successful annexation of the property.

11-14-23
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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

Nancy Thurwachter

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Thursday, November 2, 2023 2:15 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - DeAtley File No. ANNX-23-1

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Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, November 2, 2023 9:11 AM
To: Ali Marenau <AMarienu@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; mbrantl@postfallspolice.gov; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>;

PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdiction - DeAtley File No. ANN-23-1

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Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338



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Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
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To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - DeAtley File No. ANNX-23-1

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The Post Falls Highway District has no comment.



Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, November 2, 2023 9:11 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District

<contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdiction - DeAtley File No. ANNX-23-1

Good morning,

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Nancy Thurwachter
Planning Administrative Specialist
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Nancy Thurwachter

From: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Sent: Tuesday, November 7, 2023 9:49 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - DeAtley File No. ANNX-23-1

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PHD has no comment. PHD has no jurisdiction if wastewater a parcel creates goes to a municipal sewer system. Any commercial or industrial facilities must submit commercial/industrial application to PHD for chemical storage and handling.



Public Health
Prevent. Promote. Protect.

Panhandle Health District

Ryan Johnsen | Sewage Program Coordinator, EHS
35 Wildcat Way, Suite A, Kellogg, ID 83837
P: 208-415-5209
W: [Panhandlehealthdistrict.org](https://panhandlehealthdistrict.org)

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To: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Subject: FW: Notice to Jurisdiction - DeAtley File No. ANNX-23-1



Public Health
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Panhandle Health District

Tara Bright | Technical Records Specialist
8500 N. Atlas Rd., Hayden ID 83835
Phone: 208-415-5220
Email: ehapplications@phd1.idaho.gov
Website: [Panhandlehealthdistrict.org](https://panhandlehealthdistrict.org)

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Exhibit PA-8

From: Nancy Thurwachter <nthurwachter@postfalls.gov>

Sent: Thursday, November 2, 2023 9:11 AM

To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinnac <Daniel.Mavrinnac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; dena.naccarato@sd273.com; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziplay.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sanders <lynn.sanders@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; EHApplications <EHApplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziplay.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdiction - DeAtley File No. ANNX-23-1

CAUTION: This message originated outside of Panhandle Health District. Do not click links or open attachments unless you recognize the sender, are expecting something from them, and know the content is safe. Please forward spam & phishing emails to IT Support.

Good morning,

Please find attached the Notice to Jurisdictions for the DeAtley Annexation that is scheduled for the City Council meeting on November 21, 2023. The draft staff report will be on the city's website shortly.

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Bogie Annexation File No. ANNX-23-2

ITEM AND RECOMMENDED ACTION:

Drew Dittman of Lake City Engineering, Inc. is requesting, on behalf of Northern Lights, LLC. the property owner, approval to annex approximately 5-acres into the City of Post Falls with the zoning designation of Single-Family Residential (R-1).

DISCUSSION:

The property is located north of E. Bogie Dr, halfway between N. Cecil Rd. and N. Greensferry Rd. There are 3 county single-family households to the east and south. To the west is a single-family neighborhood under construction. To the north is the developing Corbin Meadows single-family subdivision in the city.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission at their 9-12-23 meeting forwarded a recommendation of the requested zoning finding that the request met the following:

The approval criteria for establishing zoning are:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration.
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Bogie Supporting Documents
2. Exhibit S-4: Planning and Zoning Commission Staff Report
3. Exhibit S-5: Bogie Annexation Agreement File No. ANNX-23-2

4. Exhibit S-6: PZ Minutes 9.12.2023 Bogie
5. Exhibit S-7: Bogie P&Z Signed Zoning Recommendation ANNEX-23-2
6. Exhibit PA-8: KCFR Comment
7. Exhibit PA-9: PHD Comment
8. Exhibit PA-10: YPL Comment
9. Exhibit PA-11: PFHD Comment
10. Exhibit PA-12: DEQ Comment
11. Exhibit PA-13: PFHD Comment
12. Exhibit PA-14: PHD Comment

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4: Planning and Zoning Commission Staff Report

Exhibit A-1 - Annexation Application

Exhibit A-2 - Narrative

Exhibit A-3 - Legal

Exhibit A-4 - Will Serve

Exhibit A-5 - Auth Letter

Exhibit A-6 - Title Report

Exhibit S-1 - Vicinity Map

Exhibit S-2 - Zoning Map

Exhibit S-3 - Future Land Use Map

Exhibit PA-1 – Post Falls Police Department (PFPD) comment

Exhibit PA-2 – YPL comment

Exhibit PA-3 - Post Falls Highway Department (PFHD) comment

Exhibit PA-4 - Bonneville Power Administration (BPA) comment

Exhibit PA-5 - Panhandle Health Department (PHD) comment

Exhibit PA-6 – Post Falls School District comment

Exhibit PA-7 – Kootenai County Fire & Rescue comment

Exhibit S-5: Signed Development Agreement

Exhibit S-6: Minutes 9-12-2023

Exhibit S-7: Signed Zoning Recommendation

Exhibit PA-8: Kootenai County Fire & Rescue comment

Exhibit PA-9: Panhandle Health Department (PHD) comment

Exhibit PA-10: YPL comment

Exhibit PA-11: Post Falls Highway District comment

Exhibit PA-12: Department of Environmental Quality (DEQ) Comment

Exhibit PA-13: Post Falls Highway Department (PFHD) comment

Exhibit PA-14: Panhandle Health Department (PHD) comment

**CITY OF POST FALLS
STAFF REPORT**

DATE: SEPTEMBER 6, 2023

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfalls.gov • 208-457-3344

SUBJECT: FINAL STAFF REPORT FOR THE SEPTEMBER 12, 2023, P&Z COMMISSION MEETING
BOGIE ANNEXATION FILE NO. ANNX-23-2

INTRODUCTION:

Drew Dittman of Lake City Engineering, Inc. is requesting, on behalf of Northern Lights, LLC. the property owner, approval to annex approximately 5-acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1) (Exhibit S-1). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration.
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city.

PROJECT INFORMATION:

Project Name / File Number: Bogie Annexation File No. ANNX-23-2

Owner(s): Northern Lights, LLC, 179 E. Wilbur, Dalton Gardens, ID 83815

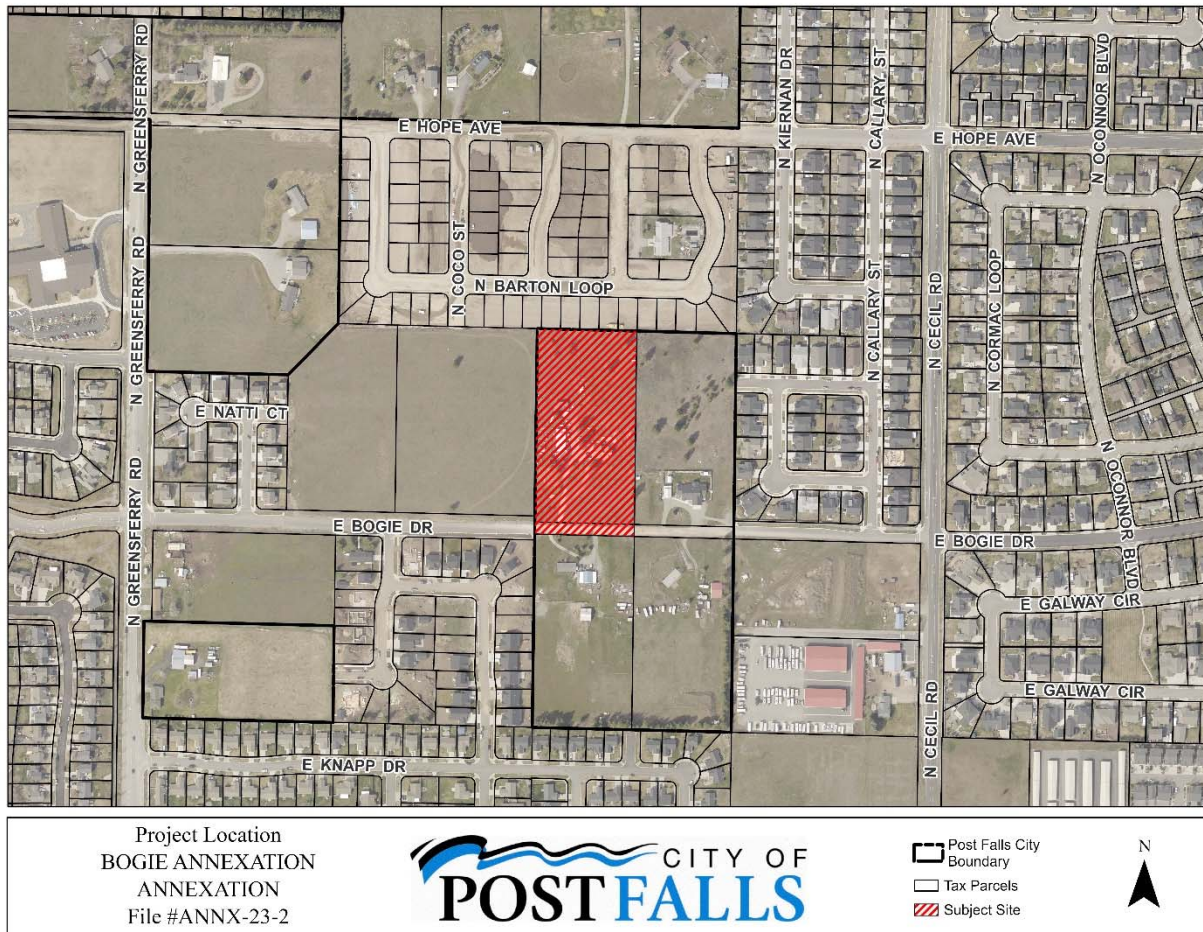
Applicant: Drew Dittman, 126 E. Poplar Ave., Coeur d' Alene, ID 83814

Project Description: Annex approximately 5-acres into the City of Post Falls with a zoning request of Single Family Residential (R-1).

Project Location: The property is located north of E. Bogie Dr, halfway between N. Cecil Rd. and N. Greensferry Rd.

AREA CONTEXT (proposed site hatched red in following map):

Surrounding Land Uses: There are 3 county single-family households to the east and south. To the west is a single-family neighborhood under construction. To the north is the developing Corbin Meadows single-family subdivision in the city.

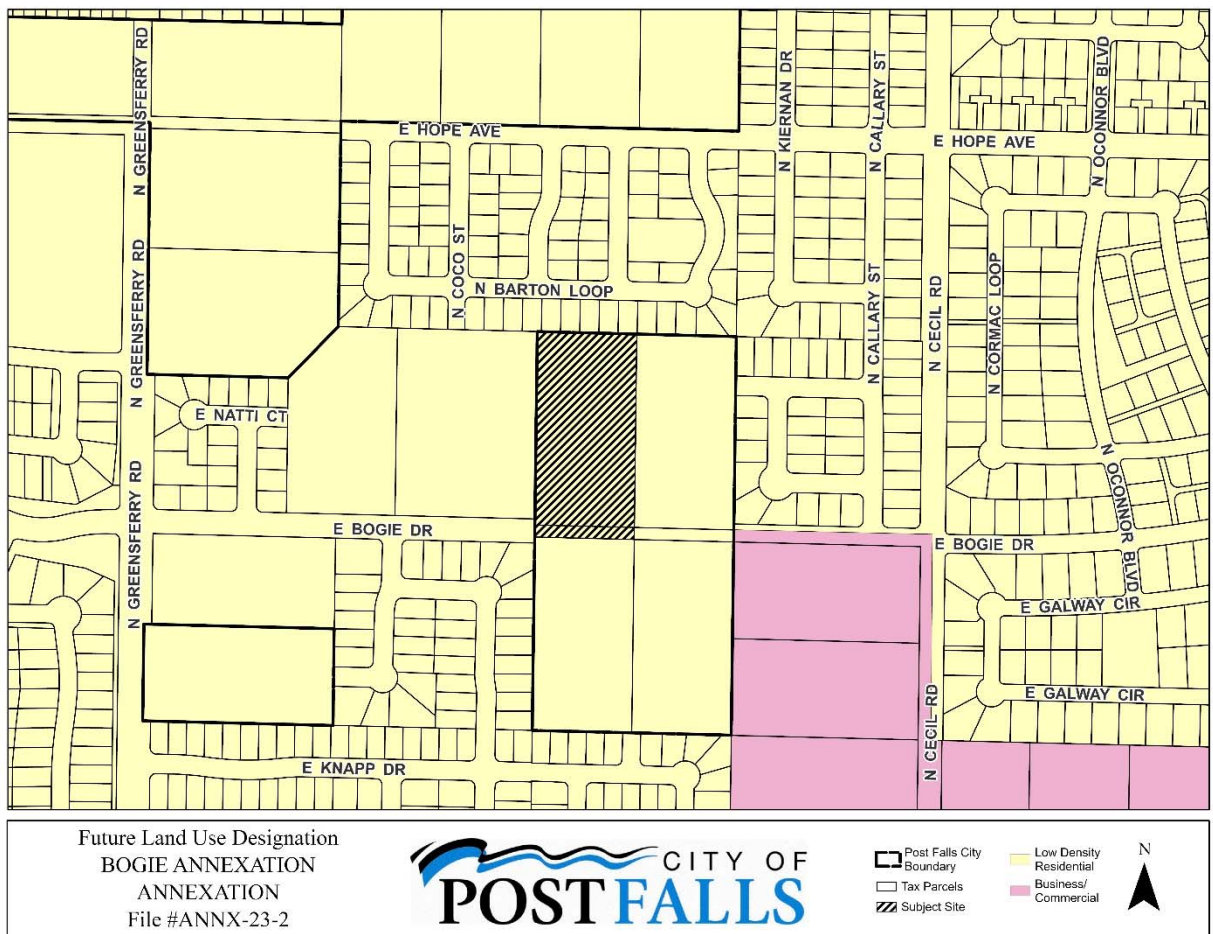
Area Context Vicinity Map:**EVALUATION OF ZONING APPROVAL CRITERIA:**

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone changes review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA

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

The Future Land Use Map classifies this property with the land use designation of **Low Density Residential** (See Following Image). This category encompasses all types of single-family residential uses up to eight dwelling units per acre and supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street, and infrastructure capacities, planned development patterns and compatibility with existing development. The following are the Implementing Zoning Districts: R-1-S, **R-1**, R-2, RM, SC3, Per Focus Area.



The proposed annexation is located within the 41 North Focus Area, which states the following:

Residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, **it's a trend that's likely to continue**. Such growth is expected to spur commercial uses adjacent to the highway, especially at stop-controlled intersections. As with North Prairie, **land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services**. To help enrich the future identity of 41 North, growth should include strategically located, carefully designated land uses incorporating trails and an interconnected, walkable street network.

Staff Comment: The proposed single family residential (R-1) zone is near other R-1 zones and is consistent with the **bolded** text above. There is an elementary school approximately .4 miles to the west and Post Falls High School is 0.25 miles to the south. The Prairie Ave. and Hwy 41 corridors are expected to see growing commercial development pressures. Commercial and neighborhood school services are in proximity, which together may deliver a complimentary synergy.

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

Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

The following goals may or may not assist with this zone change request.

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base with a supportive housing stock within City limits.

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

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services. Upon development, Bogie Dr. would be improved with pedestrian connectivity.

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

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Goal 12: Maintain the City of Post Falls’ long-term fiscal health.

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls’ obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide ratepayers with efficient, effective services now and in the future.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

The following policies may or may not assist with this zone change request.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service.

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community.

Staff Comment: Additional housing may help further long-term fiscal health of the City by supporting both the Industrial and Commercial uses by supporting employment and commerce objectives.

- Maintain and enhance resident quality of life.

Staff Comment: There is an elementary school approximately .4 miles to the west, Post Falls High School is 0.25 miles to the south and Tullamore Park about .5 miles to the east. As Hwy 41 development, there will be commercial services about .7 mile to the east. There is a Tech Park planned less than 2 miles to the north.

- Promote compatible, well-designed development.

Staff Comment: Development will be required to meet City design standards.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping.

Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are other single-family households in the City or County. There are 2 county households to the east. To the south is the recently approved Millsap Landings Annexation and (R-1) subdivision. To the west is an undeveloped planned single-family neighborhood in the city. To the north is the developing Corbin Meadows single-family subdivision.

- Infrastructure and service plans.

Staff Comment: Sanitary Sewer for the site is located at the southwest corner of the property. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Water service for the site would be provided by the Ross Point Water Association.

- Existing and future traffic patterns.

Staff Comment: The property is adjacent to Bogie Drive, a classified Minor Collector roadway that connects to Greensferry Rd. (Minor Arterial) 0.25 miles west and Cecil Rd. (Major Collector) 0.25 miles east. Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility

easement, complying with adopted City Design Standards:

Bogie Drive – Minor Collector, 40-foot half-road rights-of-way, as measured from the center of the historic right-of-way shown in the Plat of Post Falls Irrigated Tracts. a 15-foot sidewalk, drainage, and utility easement shall be provided adjacent to the dedicated rights-of-way.

Future traffic patterns to/from this site are benefitted from the connectivity of the fronting Bogie Dr. To Collector and Arterial roadways providing local and regional access.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis of this staff report.

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

Staff Comment: This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact. Having this approved to be incorporated into the City may help meeting this policy.

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

- Surrounded by incorporated areas.

Staff Comment: The site is currently surrounded by incorporated City and is considered to be within a County “island”.

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer and Ross Point Water would be the water purveyor. Sanitary sewer infrastructure is located at the properties southwest corner. The City has capacity and is willing to provide service to the site. utilities would need to be extended within the site with any future subdivision.

- That support increased development intensity near the urban core.

Staff Comment: The site is not located near an urban core. It is approximately .7 miles from a growth area of commercial uses along Hwy 41 to the east.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes, and abilities through provision of diverse housing types and price levels.

Staff Comment: The Single Family Residential (R-1) zoning may provide for diverse housing for all ages, incomes, and abilities with diversified housing opportunities.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: Additional rights-of-way and easement would need to be provided as part of annexation. Annexation shall include all rights-of-way adjoining the site and currently within the County.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: Upon the development of a subdivision, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways currently being constructed to the west.

Policy 33: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: Upon the development of a subdivision, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and pedestrian pathways.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools, and emergency services.

Staff Comment: Compliance with associated master plans has been outlined herein. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements.

Staff Comment: Dedication of additional rights-of-way and associated easements will be described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors.

Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the

request. The site is within 1,000 feet of the Phillips Petroleum Pipeline (Yellowstone Pipeline) Identification of the pipeline will need to be shown and noted on any future platting of the property, per Idaho Code.

- Timing that supports orderly development and/or coordinated extension of public services.

Staff Comment: The property is abutting by the City of Post Falls on all two (2) sides. Utilities are located adjacent to the property and capable of providing service to the property.

- Comprehensive plan goals and policies.

Staff Comment: The response to this is embedded within the analysis within this section.

Policy 71: Promote the planting and protection of trees citywide, helping.

Staff Comment: Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required.

- Beautify and enhance community value.
- Provide shade and comfort.
- Affirm the city's association with the outdoors and its historic origins.
- Provide wildlife habitat.

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems and will not utilize a septic system. Stormwater management will be reviewed through the subdivision review process.

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

Staff Comment: There have been no identified "Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city." at this point in time. The PFHD is in favor of this annexation.

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)

Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental Quality	Panhandle Health District	Kootenai County Planning
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	TransCanada GTN	TDS

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

- **Exhibit PA-1 Post Falls Police Department (PFPD)** – Will remain neutral on this project.
- **Exhibit PA-2 YPL** – Has no impact to YPL.
- **Exhibit PA-3 Post Falls Highway Department (PFHD)** – Is in favor of this annexation.
- **Exhibit PA-4 Bonneville Power Administration (BPA)** – Does not affect BPA ROW.
- **Exhibit PA-5 Panhandle Health Department (PHD)** – Has no comment.
- **Exhibit PA-6 Post Falls School District (PFSD)** – Remains neutral.
- **Exhibit PA-7 Kootenai County Fire & Rescue (KCFR)** – Provide commentary at the time of development.

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along Bogie Drive
 - a. 40-foot, ½ road right-of-way dedication, measured from the center of the historic rights-of-way (Post Falls Irrigated Tracts)
 - b. A 15-foot sidewalk, drainage, and utility easement is required.
3. Existing structures will be required to pay appropriate Capacity Fees and connect to City's sanitary sewer system at the time of subdivision or further site development.
4. Existing Septic systems shall be abandoned, in accordance with Panhandle Health Standards, at the time of connection to the City's sanitary sewer system.

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:**Applicant Exhibits:**

Exhibit A-1 - Annexation Application

Exhibit A-2 - Narrative

Exhibit A-3 - Legal

Exhibit A-4 - Will Serve
Exhibit A-5 - Auth Letter
Exhibit A-6 - Title Report

Staff Exhibits:

Exhibit S-1 - Vicinity Map
Exhibit S-2 - Zoning Map
Exhibit S-3 - Future Land Use Map

Testimony:

Exhibit PA-1 – Post Falls Police Department (PFPD) comment
Exhibit PA-2 – YPL comment
Exhibit PA-3 - Post Falls Highway Department (PFHD) comment
Exhibit PA-4 - Bonneville Power Administration (BPA) comment
Exhibit PA-5 - Panhandle Health Department (PHD) comment
Exhibit PA-6 – Post Falls School District comment
Exhibit PA-7 – Kootenai County Fire & Rescue comment

Annexation ·

420 – BOGIE ANNEXATION

Expiration Date

Active

Request Changes
(/#/explore/request-changes/42386)

ANNX-23-2

 **Details**

Submitted on Jun 23, 2023 at 9:16 am

 **Attachments**

1 file

 **Activity Feed**

Latest activity on Aug 24, 2023

 **Applicant**

Lake City Engineering, Inc.

 0

 **Location**

Point Location: 47.7347, -116.9096

Timeline

Add New ▾

Completeness Review

Completed Jul 7, 2023 at 3:53 pm

 Jul 14

Fee Payment

Paid Jul 10, 2023 at 8:51 am



GIS Review

Completed Jul 18, 2023 at 4:29 pm

 Jul 14

Polygon Creation

Completed Jul 28, 2023 at 8:54 am

Jul 25

Maps Created

Completed Jul 28, 2023 at 10:00 am

Staff Report

Completed Jul 28, 2023 at 2:52 pm

<https://postfallsid.workflow.opengov.com/#/explore/records/42386/applicant>

Exhibit A-1

Planning Development Review

Completed Jul 28, 2023 at 2:53 pm

Parks Additions

Completed Aug 24, 2023 at 1:07 pm

Draft Development Annexation Agreement

In Progress

Engineering Additions

In Progress

Wastewater Additions

Review

Planning Review (Staff Report)

Review

Legal Review of Annexation Agreement

Review

Planning Review of Agreement

Review

Applicant Review of Annexation Agreement

Review

Schedule P&Z

Review

Notices for P&Z

Review

Site Posting

Review

Zoning Recommendation

Review

Schedule Council

Review

Council Memo

Review

Notices for Council

Review

Site Posting

Review

Reasoned Decision

Review



Consent Agenda

Review



ROW, Easement, Legal & Exhibits

Review



Ordinance Legal & Exhibits

Review



Review of Legals & Exhibits

Review



Applicant Signatures

Review



Consent Agenda

Review



Recorded Copies to Applicant

Review



Lake City Engineering, Inc.

View Profile



Email Address

admin@lakecityengineering.com (mailto:admin@lakecityengineering.com)

Phone Number

(208) 676-0230

Address

126 E. Poplar Avenue, Coeur d'Alene, ID 83814

Guests

Other users that have the ability to add attachments, request inspections, and pay fees on this record.

Guest's Email

Grant Access

No guests with access to this record yet

INTRODUCTION

We are hereby requesting the annexation of approximately 5.03 acres into the City of Post Falls. The subject property is located 0.2 miles West of the intersection of Cecil Road and Bogie Drive, on the North side of the road. The annexation request includes a portion of Bogie Drive.

SUBJECT PARCEL

The property being requested for annexation is as follows:

Parcel #:	0-6360-25-043-AB
Parcel Area:	4.88 acres
Total Annexation Area:	5.03 acres
Legal Description:	West 1/2 of Tract 43, Block 25 of Post Falls Irrigated Tracts

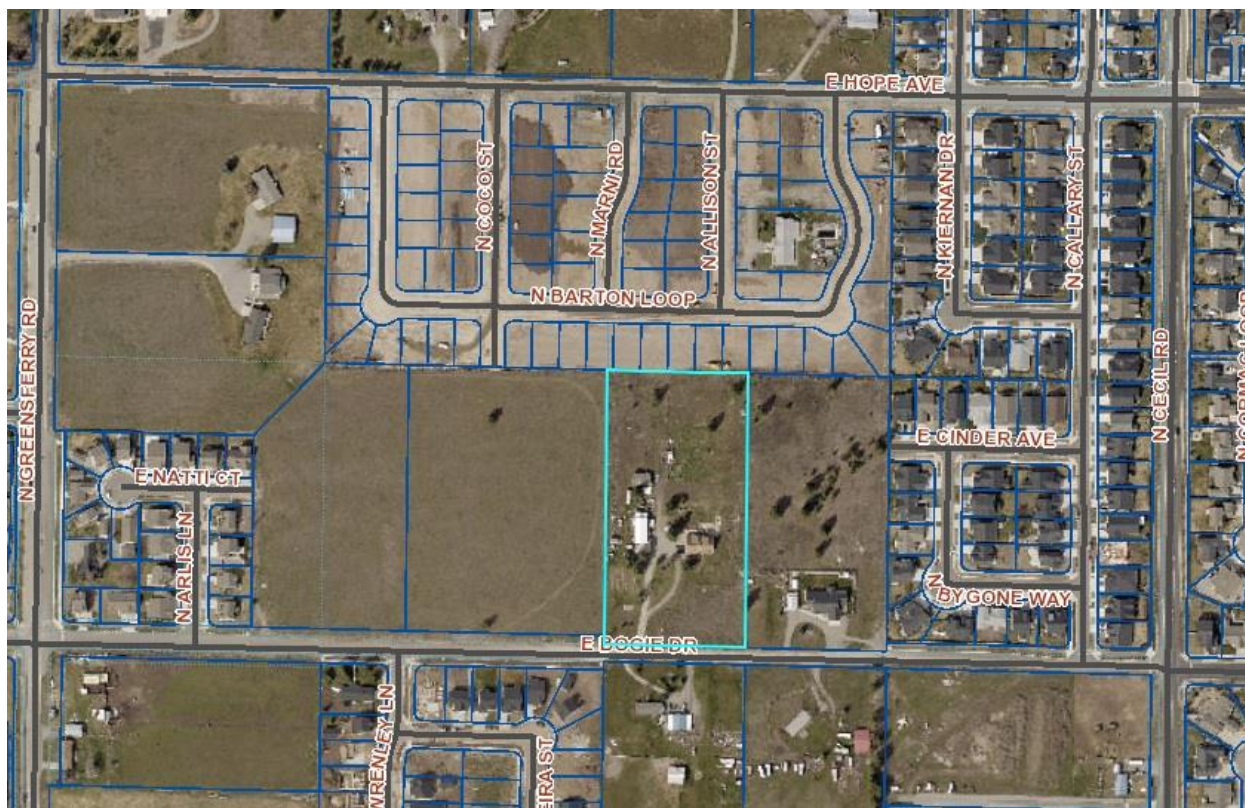


Figure 1: Vicinity Map

ZONING CLASSIFICATION

The property is currently zoned Agriculture in Kootenai County. It is bounded on the South and East by County zoned Agriculture property. The subject property is contiguous to the City on the North and West, and those properties are zoned R-1. The property is vacant except for a private residence and several outbuildings in the center of the parcel. The Corbin's Meadow subdivision

is under construction just North of the subject property, and the land to the West is under construction as Boyd's Landing. The project proponent is requesting a zoning classification of Residential R-1 for the subject property. The City of Post Falls *Future Land Use Map* labels this property as Residential.

Considering the adjacent uses within Corbin's Meadow, Wheelbarrow Estates, Wrenley Estates and Boyd's Landing subdivisions, and the land use designations in the Comprehensive Plan, the requested zoning designation of Residential R-1 appears appropriate for the subject property.

SANITARY SEWER

The City of Post Falls will provide sewer service to the subject property. There are currently gravity sewer mains located in Bogie Drive adjacent to the subject property, and one in Cinder Avenue in the under-construction Boyd's Landing to the West. Any future development will require utility main extension. There is currently adequate capacity in the system to accommodate future development of the property.

DOMESTIC AND IRRIGATION WATER

The subject property is located within the boundaries of the Ross Point Water District. There is an existing water main located in Bogie Drive immediately South of the property, and one in Cinder Avenue in the under-construction Boyd's Landing to the West. There is currently capacity in the system to accommodate the future development of this property.

COMPREHENSIVE PLAN ANALYSIS

The new City of Post Falls Comprehensive Plan, adopted July 2020, is the guiding document for the annexation and zoning classification requests. It is important that land use decisions meet, or exceed, the goals and policies as outlined in the Comprehensive Plan. The project proponent believes that the following goals and policies (shown in *italics*) as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification:

Goals

G.05 *Keep Post Falls' neighborhoods safe, vital, and attractive.*

Comment: The project proponents will be combining their expertise in homebuilding and real estate to provide the City with an aesthetically pleasing, desirable residential housing project similar to other nearby subdivisions. This project will also support the continued rise in demand for additional housing in and around the City.

G.07 *Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.*

Comment: This proposed Annexation will provide additional needed housing in an area of the City that is nearly surrounded by existing subdivisions. While not necessarily considered an infill project, the subject property is adjacent to annexed lands and is a logical extension of the City given its location between the existing Corbin's Meadow to the North, Wheelbarrow Estates to the East and Wrenley Estates to the southwest.

Policies

P.01 *Support land use patterns that:*

- *Maintain or enhance community levels of service;*
- *Foster the long-term fiscal health of the community;*
- *Maintain and enhance resident quality of life;*
- *Promote compatible, well-designed development;*
- *Implement goals and policies of the comprehensive plan, related to master plan and/or facility plans.*

Comment: Allowing the subject parcel to be developed as Residential R-1 will provide additional housing options for new and existing residents of the City, similar to those already being offered by the subdivisions adjacent to this parcel. This would be considered a complementing land use and would fit well with the existing characteristics of the surrounding neighborhoods.

P.06 *Encourage residential development patterns typically featuring:*

- *Housing that faces the street edge;*
- *An interconnected grid or small-block streets network;*
- *Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting;*
- *Development and utilization of alleys for parking and service access;*
- *Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.*

Comment: The proposed layout of the project features residential housing that faces two internal streets flanked by sidewalks. The small-block design of the neighborhood will provide aesthetic appeal and safe pedestrian access for its residents.

P.08 *Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.*

Comment: The subject parcel contains an existing single-family residence and a few outbuildings but is otherwise vacant. While not necessarily considered an infill project, its location adjacent to annexed lands makes it a logical extension of the City limits. The neighborhood pattern in this area is mostly single-family residential and meshes well with the proposed development of the subject parcel.

P.09 *Encourage Annexation of County "islands" within the City, with priority given to areas:*

- *Surrounded by incorporated areas*

- *That have readily available service infrastructure and capacity;*
- *That support increased development intensity near the urban core.*

Comment: Given its location along Bogie Drive, the subject parcel can be easily served by the existing utilities and infrastructure. And although it is not a complete County “island” within City limits, the nearby residential subdivisions to the North, East and southwest support this property’s development into a similar land use.

- P.14** *Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.*

Comment: The applicant will be submitting an Annexation Application and associated documents in accordance with City of Post Falls ordinances and requirements.

- P.15** *Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.*

Comment: The continued growth in Kootenai County has resulted in a high demand for new available housing. The proposed Annexation would help satisfy this demand and provide residents of all ages, incomes and abilities with more housing options.

- P.18** *Maintain housing standards, fees and regulations that support and sustain related services and infrastructure.*

Comment: The additional housing provided by the proposed Annexation would be built in accordance with the City of Post Falls Standards. The additional tax revenue generated by the development would contribute to the City’s overall infrastructure fund, as well as provide nearby commercial businesses with additional users of their services.

- P.19** *Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space.*

Comment: Although the subject parcel itself does not allow for additional public parks or community open space, the planned development will effectively utilize the private space it occupies and will beautify an otherwise mostly vacant piece of land.

Annexation Description

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

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

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

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

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

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

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





ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of
Kootenai County Title Company
1450 Northwest Boulevard
Suite 200
Coeur d'Alene, ID 83814

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Kristin Scott
Authorized Signatory

By

President

Attest

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Schedule A

ALTA COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: Kootenai County Title Company
ID 83814

Issuing Office's ALTA® Registry ID: 1068807

Loan ID Number:

Revision Number:

Issuing Office: 1450 Northwest Boulevard, Suite 200, Coeur d'Alene,

Issuing Office File Number: KT-500834

Commitment Number: KT-500834

Property Address: 2765 E. Bogie Drive, Post Falls, ID 83854

1. Commitment Date: 05/09/2023 at 8:00 AM
2. Policy to be issued:
 - a. ALTA Owner's Policy
Proposed Insured: Northern Lights Development, LLC, an Idaho Limited Liability Company
Proposed Policy Amount: XXXXXXXXXX
Title Premium: XXXXXXXXXX
Endorsements: NONE
Endorsement Premium:
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
Timothy E. Metcalf and Denise M. Metcalf, husband and wife
5. The Land is described as follows:
See legal description in Exhibit "A" attached hereto and made a part hereof.

Old Republic National Title Insurance Company

Authorized Signatory
Kootenai County Title Company

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ORT Form 4720 A 8-1-16

Schedule A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 4 of 8



Schedule B-I

ALTA COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Loan Policy contemplated hereby is an ALTA extended coverage Loan Policy, in which General Exceptions 1 through 6 are anticipated to be deleted. As a condition for the deletion of said Exceptions, the Company will require an affidavit and sworn statement from the parties to the transaction confirming that no unpaid work has taken place and that no inchoate liens exist, that there are no unrecorded leases, easements or other interests that affect the Land, and that there are no encroachments or other adverse matters that they have knowledge of. In the event any broken priority or inchoate liens are disclosed or discovered, General Exception 4 shall appear on the final Policy, and any other adverse matters disclosed or discovered shall appear as an Exception on the final Policy.
7. We find the following address to be associated with the Land described herein:

2765 E. Bogie Drive
Post Falls, ID 83854

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

ORT Form 4720 B I 8-1-16

Schedule B I

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

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Schedule B-II

ALTA COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) of (c) are shown by Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Property taxes and assessments for the year 2022, which are a lien, of which the 1st installment is due December 20, 2022, and the 2nd installment is due June 20, 2023 (amounts may not include all penalties and interest if delinquent):
1st Installment: \$ [REDACTED] paid
2nd Installment: \$ [REDACTED], due and payable
Parcel No.: 06360258043AB
AIN.: 107803
8. Property taxes and assessments for the year 2023, which are a lien, not yet due or payable.
9. Assessments of the Prairie Water Association, Inc.
10. Covenants, conditions and restrictions as set forth in the document, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: December 19, 1978

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

[Book 97 of Miscellaneous at Page 607](#) , records of Kootenai County, Idaho

11. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Kootenai Electric Cooperative, Inc.
Purpose: public utilities
Recorded: September 21, 1989
Instrument No.: [1161186](#) , records of Kootenai County, Idaho.

Any matters as disclosed by a survey recorded September 6, 2001 in Book 21 of [Surveys](#) at Page 97, records of Kootenai County, Idaho.

12. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Kootenai Electric Cooperative, Inc.
Purpose: public utilities
Recorded: April 18, 2005
Instrument No.: [1942831](#) , records of Kootenai County, Idaho.
13. The terms Land and Improvement as used and defined herein shall not include any mobile, manufactured, modular or trailer home located thereon.
14. Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby
Amount: [REDACTED]
Grantor: Timothy E. Metcalf and Denise M. Metcalf, husband and wife
Trustee: Robert William McDonald, Esq.
Beneficiary: Nationstar Mortgage LLC d/b/a Mr. Cooper
Dated: September 28, 2020
Recorded: October 6, 2020
Instrument No.: 2782297000, records of Kootenai County, Idaho.
15. Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby
Amount: [REDACTED]
Grantor: Timothy Metcalf and Denise Metcalf, husband and wife
Trustee: Brad L. Williams, Attorney at Law
Beneficiary: Washington Trust Bank
Dated: December 30, 2021
Recorded: January 11, 2022
Instrument No.: 2881412000, records of Kootenai County, Idaho.

END OF SCHEDULE B

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.



Exhibit A

ALTA COMMITMENT

Property Description

The West Half of Tract 43, Block 25, POST FALLS IRRIGATED TRACTS, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 78, records of Kootenai County, Idaho.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

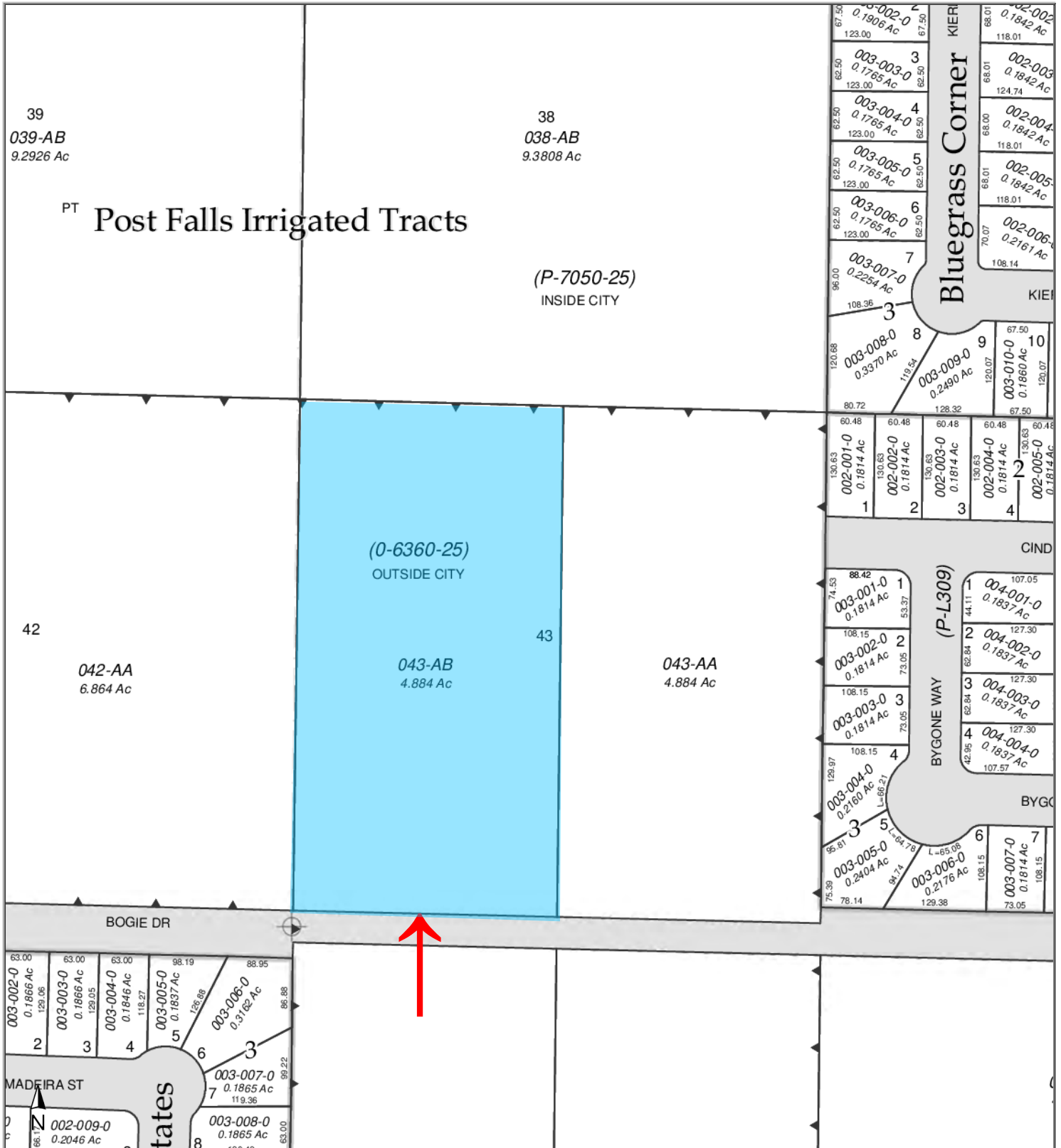
ORT Form 4720 8-1-16

Exhibit A

ALTA Commitment for Title Insurance

Old Republic National Title Insurance Company

Page 8 of 8



1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814
Phone: (208)667-9431 Fax: (208)208-666-0410

ParcelID: 0636025043AB

Tax Account #: 107803

2765 E Bogie Dr, Post Falls ID 83854

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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

May 25, 2023

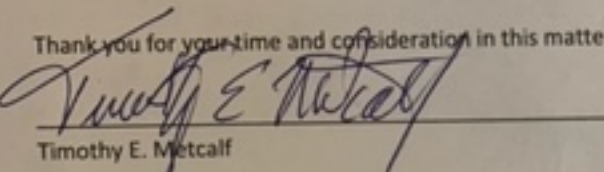
ATTN: Planning Department

RE: Parcel # 0-6360-25-043-AB

To Whom It May Concern,

I hereby authorize Lake City Engineering, Inc. and Northern Lights Development, LLC to act as the Authorized Agents for matters related to the above referenced project.

Thank you for your time and consideration in this matter.


Timothy E. Metcalf

06-07-23

Date

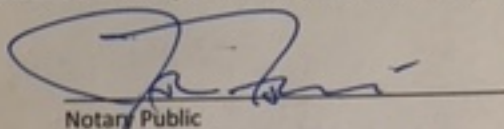
STATE OF IDAHO)

)ss.

COUNTY OF KOOTENAI)

On this 07 day of June 20 23, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Timothy E. Metcalf, personally known or subscribed and sworn to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.


Notary PublicResiding at: Post FallsMy Commission Expires: 5/1/29

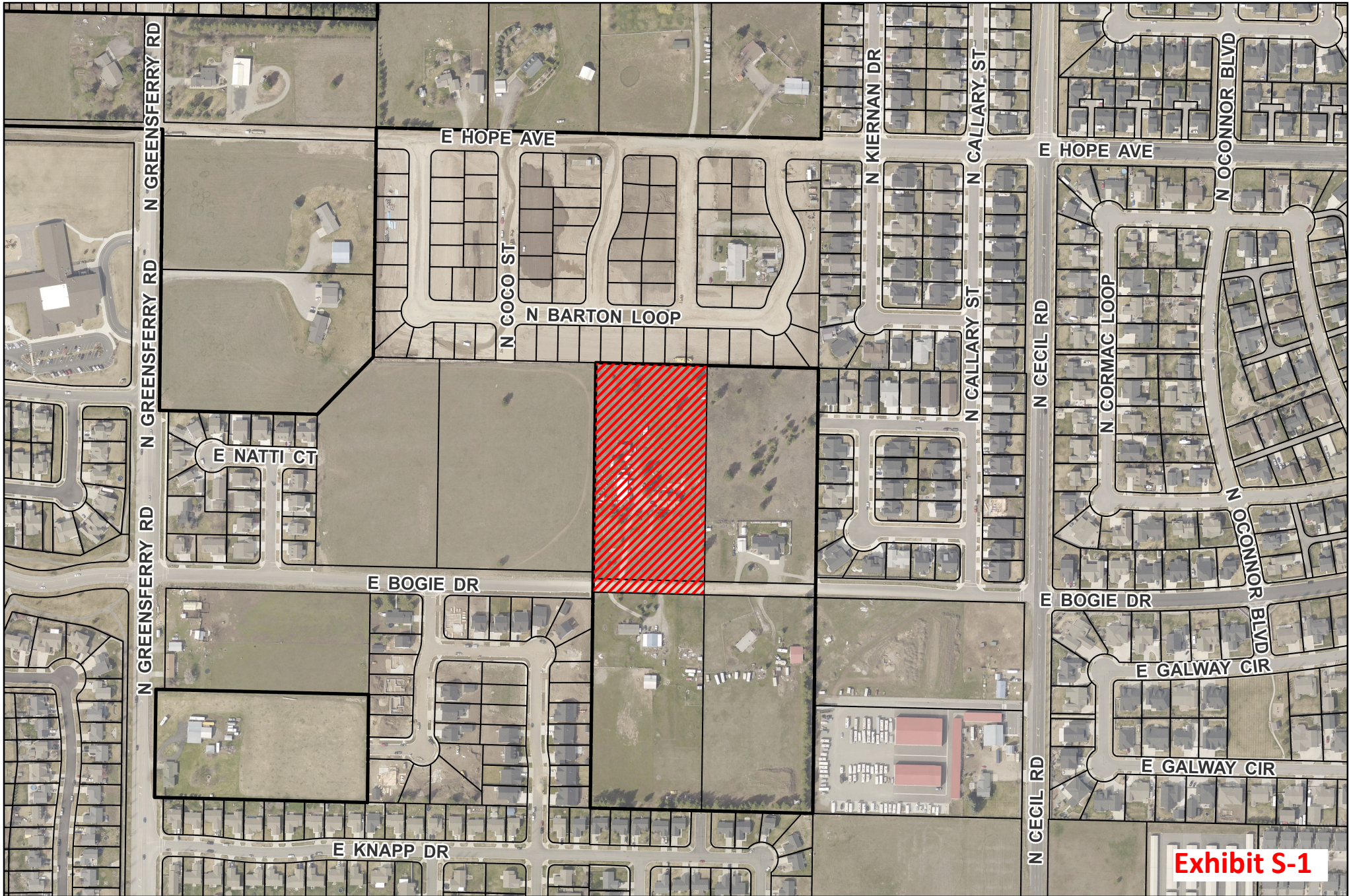


Exhibit S-1

Project Location
BOGIE ANNEXATION
ANNEXATION
File #ANNX-23-2



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site



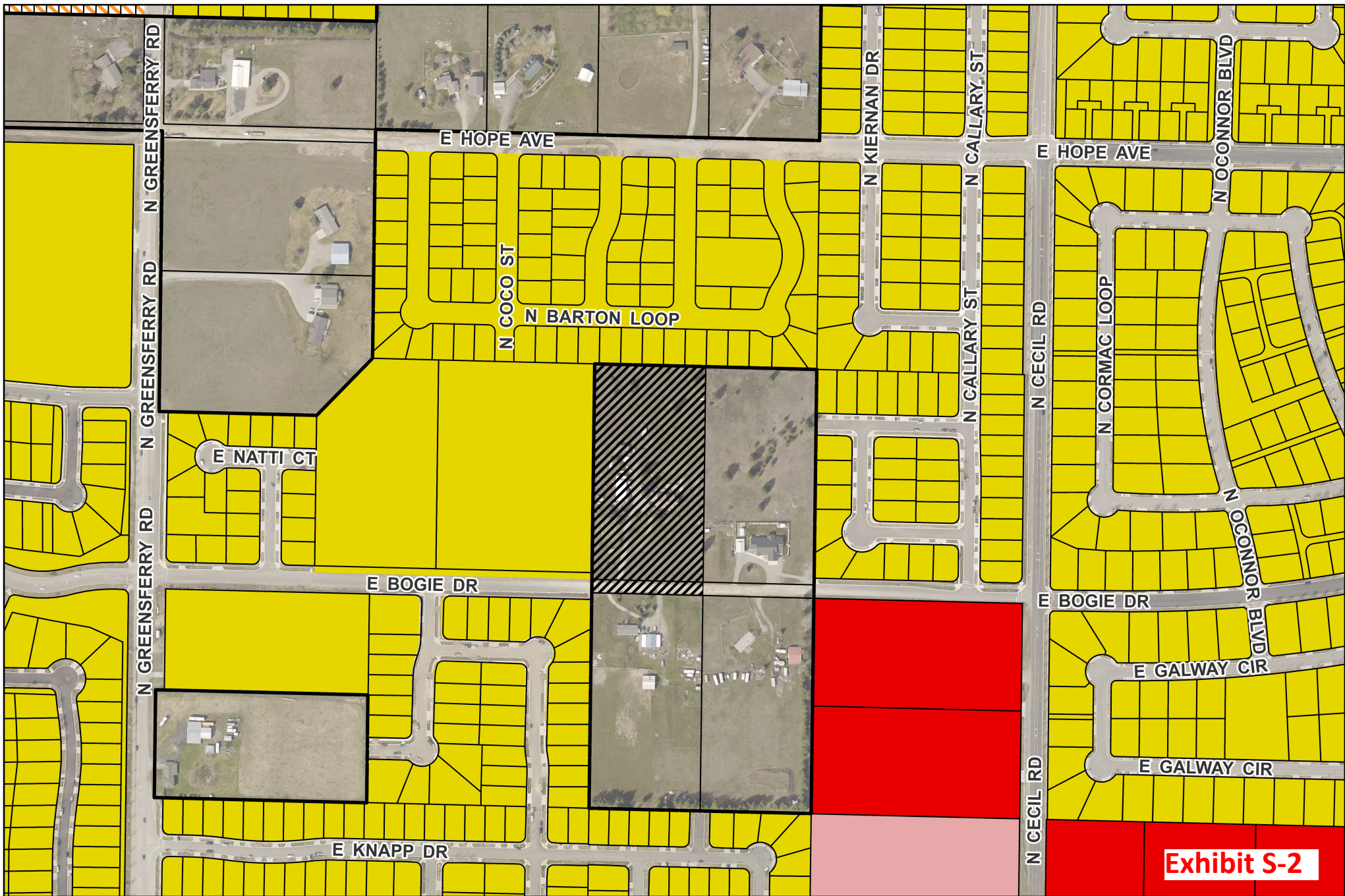


Exhibit S-2

Zoning Map
BOGIE ANNEXATION
ANNEXATION
File #ANNX-23-2



- Post Falls City Boundary
- Tax Parcels
- Subject Site

- CCS
- LC
- RM
- R-1



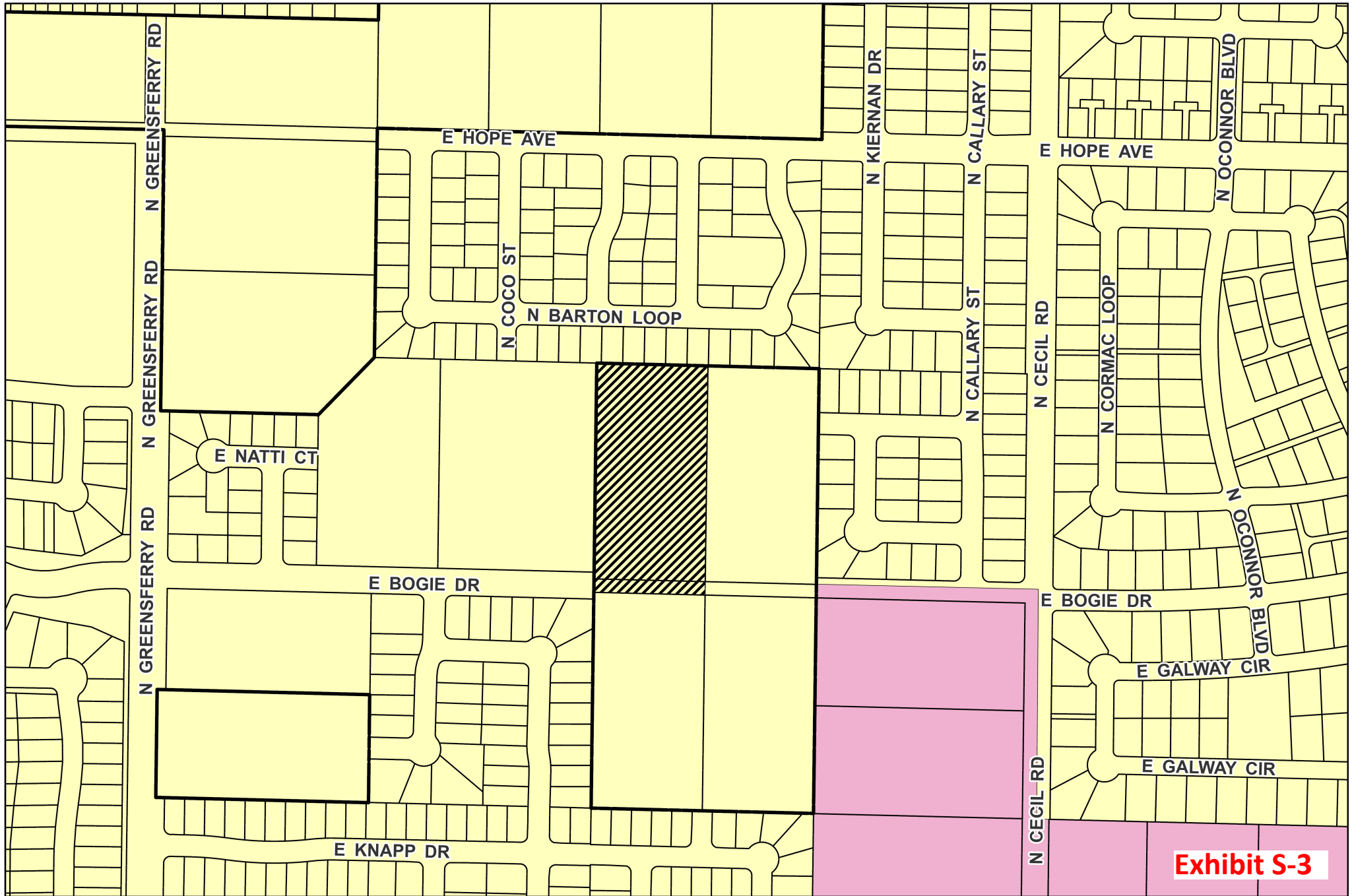


Exhibit S-3

Future Land Use Designation
BOGIE ANNEXATION
ANNEXATION
File #ANNX-23-2



- Post Falls City Boundary
- Tax Parcels
- Subject Site

- Low Density Residential
- Business/Commercial





1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

August 24th, 2023

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Bogie Annexation ANX23-2

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

From: [Polak, Chad M](#)
To: [Nancy Thurwachter](#)
Subject: FW: Notice to Jurisdictions - Bogie Annexation
Date: Thursday, August 24, 2023 3:25:42 PM
Attachments: [image001.png](#)
[Bogie ANNX_SUBD NTJ FORM.pdf](#)

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

Hi Nancy,

Based on the location, there is no impact to the YPL ROW.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, August 24, 2023 1:04 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <jordan.t.wirth@usps.com>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan

From: [Jonie Anderson](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions - Bogie Annexation
Date: Monday, August 28, 2023 2:14:16 PM
Attachments: [image003.png](#)

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The Post Falls Highway District is in favor of this annexation as it is in line with the city's comprehensive plan.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



Subject: Notice to Jurisdictions - Bogie Annexation

Good afternoon,

It has been identified that the Notice of Jurisdiction regarding the Bogie Annexation referenced an incorrect applicant. The applicant information has been amended to reference Drew Dittman of Lake City Engineering. Please see attached.

Thank you!

Nancy Thurwachter
Planning Administrative Specialist
[408 N. Spokane Street](#)
[Post Falls, ID 83854](#)
(208) 457-3338



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

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or

Exhibit PA-3

From: [Farley,Alynette B \(CONTR\) - TERR-BELL-1](#)
To: [Nancy Thurwachter](#)
Cc: [Raymond,Amanda R \(BPA\) - TERR-BELL-1](#); [Farley,Alynette B \(CONTR\) - TERR-BELL-1](#)
Subject: Bogie AnnexationRE: [EXTERNAL] Notice to Jurisdictions -
Date: Tuesday, August 29, 2023 1:04:47 PM
Attachments: [image003.png](#)

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

Project does not affect BPA ROW.

Alynette Farley
Realty Technician II (CONTR) Actalent
Real Property Services / TERR/Bell-1
Bonneville Power Administration
2410 E Hawthorne Road
Mead, WA 99021-9594
509-468-3083 Office
971-710-6926 Cell
abfarley@BPA.Gov

[Lands & Community \(bpa.gov\)](https://bpa.gov)

[Landowner Safety - Bonneville Power Administration \(bpa.gov\)](https://bpa.gov)



From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, August 24, 2023 2:26 PM
To: Ali Marenau <AMarienau@kmpo.net>; Farley,Alynette B (CONTR) - TERR-BELL-1 <abfarley@bpa.gov>; Raymond,Amanda R (BPA) - TERR-BELL-1 <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan

Exhibit PA-4

Nancy Thurwachter

From: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Sent: Thursday, August 31, 2023 8:45 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions - Bogie Annexation

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

Panhandle Health District (PHD) has jurisdiction subsurface sewage disposal. Since this proposal is for a municipal sewer use, PHD has no comment.

Thank You,

Ryan Johnsen, REHS
Environmental Health Specialist
Panhandle Health District
35 Wildcat Way, Suite A
Kellogg, ID 83837
208-415-5209

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, August 24, 2023 12:04 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <jordan.t.wirth@usps.com>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; EHApplications <EHApplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>



POST FALLS

SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

June 20, 2022

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

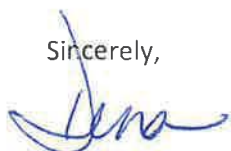
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

***Our school community will develop relationships, skills, and knowledge
to become responsible citizens who think critically to solve problems.***

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

November 21, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,



Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal

Exhibit PA-7

TRANSMITTAL

September 22, 2023



ATTN: Jon Manley

JOB: LCE 23-037

COMPANY: City of Post Falls

CC:

RE: Bogie Annexation

QUANTITY	TRANSMITTED HERewith ARE THE FOLLOWING ITEMS:
1	Original signed/notarized Development & Annexation Agreement

THESE ITEMS ARE TRANSMITTED AS CHECKED BELOW:

☐ For Review

☐ For Your Information

☐ For Approval

☒ Per Your Request

☐ For Your Signature

☒ Other: Mayor's signature

REMARKS:

Hi Jon-

Please send us the fully executed copy of this Agreement once it's ready. Thanks.

Signed: _____

Andrea Dittman, Office Manager

Received by: _____ Date: _____

DEVELOPMENT AND ANNEXATION AGREEMENT

Bogie Annexation (File No. ANNEX-23-2)

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Northern Lights Development, LLC**, an Idaho Limited Liability Company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 179 E. Wilbur Ave., Dalton Gardens Gardens, ID 83815.

WHEREAS, *Northern Lights Development, LLC, an Idaho Limited Liability Company* (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

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

ARTICLE II: STANDARDS

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

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

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:

- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Bogie Avenue to include utilities, sidewalks, and storm drainage.
- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate 20 additional feet of rights-of-way along Bogie Avenue, such that the northern rights-of-way line for Bogie Avenue aligns with the Bodine Subdivision, to the west.

ARTICLE V. CONSIDERATION/FEES

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

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with

the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

- 6.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

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

[Signature Page Follows]

CITY OF POST FALLS

NORTHERN LIGHTS, LLC

By: _____
Ronald G. Jacobson, Mayor

By:  _____
Michael Fitzgerald II, Managing Member

Attest: _____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

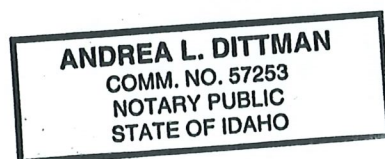
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

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





Signature of notary public

(Stamp above)

Annexation Description

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

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

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

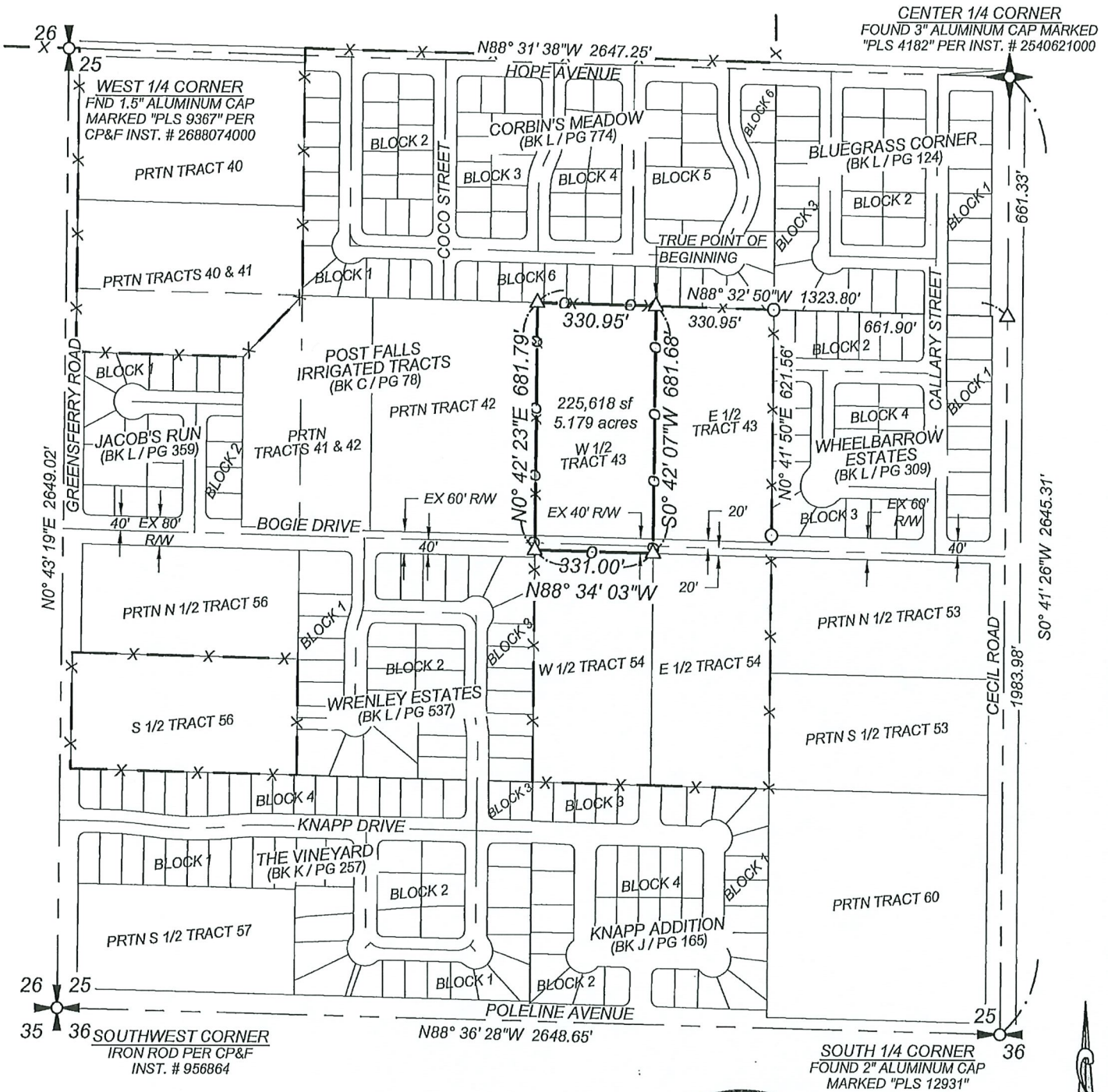
thence along said South Right-of-way of Bogie Drive, North $88^{\circ}34'03''$ West a distance of 331.00 feet to the northwest corner of said West half of Tract 54 being a point on said Existing City Limits of Post Falls;

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

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

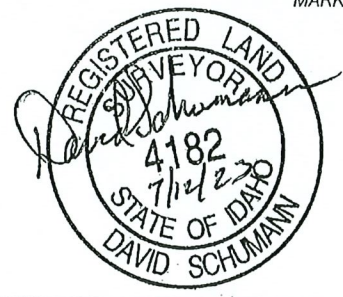
said parcel containing 5.179 acres of land, more or less.





LEGEND

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



SCALE: 1" = 400'

LAKE CITY ENGINEERING

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

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

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

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



PLANNING AND ZONING COMMISSION
MEETING MINUTES

September 12, 2023
5:30 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Carey, Walton, Kimball, Steffensen, Schlotthauer, Ward, Hampe

Kibbee Walton, James Steffensen, Vicky Jo Carey, Ross Schlotthauer, Ray Kimball, Nancy

Hampe – **Present**

Kevin Ward - **Absent**

DEVELOPMENT IMPACT FEE COMMITTEE - 5:30 pm City Council Chambers

a. Impact Fee Report

Jon Manley, Planning Manager: It is required for an annual report to be presented to look at what has been expended and collected in regard to impact fees. These fees are used to shift the cost of financing public utilities from the general taxpayers to the developers. Impact fees are payments required by local governments of new development for the purpose of providing new or expanded public capital facilities. Impact fees are required under state and city code. They are used for system improvements and create additional improvements. They are not to be used for maintenance type items. The fees collected need to be expended within eight years from when they are collected, on a first in first out methodology. In Fiscal Year 2022, just shy of \$5 million was collected in impact fees and around \$8 million was spent on roads, parks, and public safety projects to assist with mitigating growth in the community. There is an overview of collections and expenditures broken down by fee type and specific projects, as well as current balances in each fund type. There is a snapshot of the past four years as well as the current fiscal year 2023 to date.

Hampe: What does public safety cover?

Manley: That is the Police Department.

Schlotthauer: What about the other revenue?

Manley: That could come from grants and other sources of funding, potentially from the Urban Renewal District. I don't know in this case, because it depends on the particular project.

Rob Palus, Assistant City Engineer: In the Other Revenue line, the City of Post Falls received funds back from the Urban Renewal District for projects that were done on HWY 41 also Urban Renewal dollars that were received to construct the roundabout last year on Cecil.

2. Whether the proposed use constitutes an allowable special use as established by this chapter for the zoning district involved, and complies with all other applicable laws, ordinances, and regulations of the City and the State.

All Commission: Yeah it does.

Kimball: It is allowed as a special use in the zone with regards to the other laws and ordinances. It's going to be building codes and buffer yards. Having eight trees every 100 feet is incredibly dense for a lot of trees along a dark road. They will shield all of those back yards from headlights of people parking. They have met the applicable laws and there's no testimony to the contrary.

3. Whether the proposed use will/will not be compatible with the health, safety, and welfare of the public or with land uses in the vicinity of the proposal.

Schlotthauer: Its pretty much all residential land use on that side. So it is pretty compatible.

Kimball: I would actually think that putting a convenience store, which is an allowed use, would be more incompatible than this.

Walton: Yeah, a hotel or a multi family.

Kimball: Yeah, a convenience store that is open 24 hours would be a lot worse than what they are proposing.

4. Whether the proposed use will/will not comply with the goals and policies found within the Comprehensive Plan.

Kimball: That's covered pretty well in the staff report as well as the applicant's narrative.

Hampe: It does comply.

Deliberation

Carey: In reviewing the things that can be done outright on that zoning, this seems to be the least obtrusive thing that you could put there.

Hampe: I agree with that. I don't love that it is basically apartments. I do think the design is nice and by all appearances it does look like townhomes.

Motion by Planning and Zoning Commissioner Carey to Approve the Mullan Villas File No. SUP-23-2, finding that it meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberation, subject to one condition as noted in the staff report.

Second by Planning and Zoning Commissioner Hampe.

Ayes: Planning and Zoning Commissioner Carey, Planning and Zoning Commissioner Kimball, Planning and Zoning Commissioner Schlotthauer, Planning and Zoning Commissioner Hampe, Planning and Zoning Commissioner Walton, Planning and Zoning Commissioner Steffensen

Motion Carried

- d. **Zoning Recommendation** Bogie Annexation File No. ANNEX 23-2 - Jon Manley, Planning Manager, to present a request for approval to annex approximately 5-acres into the City of Post Falls with a zoning request of Single-Family Residential (R1).

Public Hearing opened at 6:53 PM

Staff Report

Jon Manley, Planning Manager: The owner of the land is Northern Lights LLC and Drew Dittman

is the applicant for the proposal. They are looking for a recommendation of a Single Family Residential (R1) zoning district on five acres as part of an annexation request into the City of Post Falls that would go to City Council. The property is located north of East Bogie Drive, halfway between Cecil Road and Greensferry Road. The current land use is large lot single family residence. The surrounding land uses are primarily city R1 subdivisions and a county single family lot. The proposed zoning is consistent with the Future Land Use Map and Focus Area. The City will provide water reclamation and has the capacity to serve the site. Water will be provided by Ross Point Water. The rights-of-way, sidewalk dedication, drainage and utility easements, and other needs for transportation and pedestrian improvement will be provided. Zoning review criteria were presented.

Hampe: Is that section of Bogie all city or is that just happening as these pockets are being annexed?

Manley: Yes, there are two five acre chunks that will remain in the County for getting that connectivity between Greensferry and Cecil.

Hampe: So what is happening there? Will there just be a little strip of gravel where it is still the county?

Rob Palus, Assistant City Engineer: On Bogie Drive, we recently annexed and are in the review process for the Milsap subdivision. They will be building the south half of Bogie along their frontage. If this was annexed in and developed, they would be building the remaining north side of it. We don't have a methodology for getting that last 330 feet from the east property line to the Tullamore Subdivision. That part will remain gravel at this time. It is a public right of way but it has never been accepted by the Post Falls Highway District, being in the county, as a public roadway for public maintenance purposes. It is currently, and will be marked on both ends as 'end of publicly maintained roadway'.

Hampe: So Post Falls plows up to the end of that and then the county is supposed to plow the rest?

Palus: The county does not plow it. Historically, the people who live along there take care of the gravel road.

Applicant

Drew Dittman of Lake City Engineering: Bogie Annexation. It's a five acre property. It's Northern Lights developer, the same as Boyd's Landing to the west. The anticipation is this will be an extension of that. It's an infill, it's a county island. It's a straight forward annexation with a R1 zoning that matches everything that surrounds it.

Testimony

In Favor: None

Neutral: None

Opposed: None

Public Hearing closed at 7:08 PM

Review Criteria

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

Kimball: The future land use map is low-density residential. It's single family residential and the focus area says the further away from Highway 41, the lower the density should be. That fits all the criteria.

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

Kimball: The focus is on infill development. This is a county pocket with city all around it. The city zoning all the way around it is consistent with R1. Jon covered a lot of them.

Steffensen: Policy two talks about the future land use which we just talked about infrastructure and connectivity.

Kimball: Nancy hit on something with the extension of Bogie Drive. It is piece by piece, but one could look at it as at least it's not a quarter mile that's gravel still. The city is now plowing it where they don't have to. It is really good for the infrastructure in that area.

Schlotthauer: It cuts both ways, less gravel for them to drive, more traffic and dust.

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

Steffensen: There were seven that had written comments and no concerns with any of them.

Carey: This would cover agencies like public service and water and sewer?

Manley: Yes

Field Herrington, Deputy City Attorney: This is just a recommendation on zoning. Just like always, the Council will make a final decision on the annexation and zoning based on your recommendation.

Motion by Planning and Zoning Commissioner Carey to Approve the Zoning Recommendation Bogie Annexation File No. ANNX 23-2, finding that the zoning meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberation, and direct staff to prepare a zoning recommendation to be provided to City Council of R1 subject to conditions one through four.

Second by Planning and Zoning Commissioner Hampe.

Ayes: Planning and Zoning Commissioner Carey, Planning and Zoning Commissioner Kimball, Planning and Zoning Commissioner Schlotthauer, Planning and Zoning Commissioner Hampe, Planning and Zoning Commissioner Walton, Planning and Zoning Commissioner Steffensen

Motion Carried

~~6. ADMINISTRATIVE/STAFF REPORTS~~

~~a. Zoning Informational Handouts~~

~~Anna Staal, Planner One: We got started on these at the request of Nancy Hampe. We put together the Land Use Chart, which is a single handout. It would be useful for anyone that has a single use in mind, or a business they want to start or move to Post Falls. It would also be useful for anyone looking to annex into the City of Post Falls to get an idea of what zones they can annex in with. The zoning code sheets are a good place to start for anyone who has a piece of property in Post Falls already and want to know what they can do with that property based on what is already zoned. There are ten zoning code handouts for ten different zones in Post Falls that get a lot of questions. The main information we have on them is the intent of the zone and the type of community it is hoping to accommodate, also uses that are permitted with a Special Use Permit. The residential one has accessory uses as well. We do have information on the setback requirements and the lot coverage.~~

~~Hampe: This is exactly what I was looking for.~~

~~Schlotthauer: Do these exist for the other zonings?~~

~~Staal: Yes~~

~~Kimball: These are fantastic for design professionals who are unfamiliar with city codes. It's a useful thing for the development community.~~

7. COMMISSION COMMENT

Steffensen: In the public hearings, the school numbers are from last year. Can we get the new numbers?

Manley: Yes, we have reached out and are getting updated numbers and comment letters.

Steffensen: I want to make sure with the changes in City Staff that everyone is getting emails from city staff.

All Commission: Yes

Steffensen: This is for Rob. My neighbors keep asking me when Prairie and Greensferry are going to be open again.

Rob Palus, Assistant City Engineer: Prairie Avenue at Greensferry Road, we are estimating that Greensferry Road will be open within the next two weeks. The second roundabout that is being constructed on Prairie Avenue at Zorros Road is scheduled for completion by the end of October.

Kimball: For the record, the one that is completed on Prairie Avenue is beautiful, and I designed it.

Walton: Rob, while you are here, since we talked about impact fees and roads, is Bogie Drive one of those things that the City would look at to finish eventually if the annexation didn't go through?

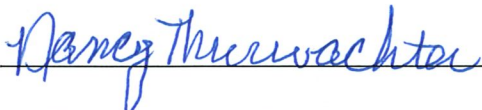
Palus: We have a list of impact fee projects that are capacity-related projects and we have identified them as serving a larger need for the city for up to a twenty year period. The difficulty with a piece of gravel road that is in the county, is that it is in the county. We do not spend our dollars on county roadways.

8. ADJOURNMENT

Meeting Adjourned at 7:22 PM

Date: 10/10/23

Chair: 

Attest: 

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen Vice Chair: Ray Kimball
Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Kevin Ward, Kibbee Walton

Bogie Annexation File No. ANNEX-23-2

Planning and Zoning Commission Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Drew Dittman of Lake City Engineering, Inc.

LOCATION: The property is located north of E. Bogie Dr, halfway between N. Cecil Rd. and N. Greensferry Rd.

REQUEST: Zoning recommendation of Single Family Residential (R1) on approximately 5 acres, as depicted in Figure 1 of Exhibit A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal and Exhibit Map
4. A-4 Vicinity Map
5. A-5 Title Report
6. A-6 Owners Authorization
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFPD Comments
11. PA-2 YPL Comments
12. PA-3 PFHD Comments
13. PA-4 BPA Comments
14. PA-5 PHD Comments
15. PA-6 PFSD Comments
16. PA-7 KCFR Comments
17. PZ Staff Report
18. Testimony at the September 12, 2023, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the September 12, 2023, public hearing, and the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Jon Manley, Planning Manager

Mr. Manley presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Single Family Residential (R-1) on approximately 5 acres upon the annexation into the city of Post Falls. He illustrated that the subject property is found on the northwest corner of E. Bogie Dr. and between N. Greensferry and N. Cecil Rd.

Mr. Manley testified that the current land use is a large lot single-family residence, and the only natural characteristic or feature is that it is on the Rathdrum Prairie Aquifer. He testified that Ross Point Water District would supply the water service, and the city of Post Falls would supply the wastewater service.

During the hearing, Mr. Manley provided information about the surrounding zoning and land uses of the proposed area. To the north, there is the Corbin Meadows R1 subdivision that is currently being developed, while to the east, there is a Kootenai County single-family residential lot. To the south, there is the developing Millsap Landing R1 subdivision, and to the west, there is the Boyd's subdivision. Mr. Manley also noted that there are other developing R1 subdivisions with R1 zoning in the surrounding area.

Mr. Manley testified that the Future Land Use Map designates the area as Low Density Residential, which encompasses all types of single-family residential uses up to eight dwelling units per acre. He also acknowledged that there is some residential development in the area and that it is forecasted to see up to 30,000 new residents by 2040 within the designated Focus area.

Mr. Manley testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goals five, six, and seven to possibly be relevant and applicable goals. He testified that policies one, two, eight, nine, fifteen, twenty-four, twenty-seven, thirty-three, and forty-five, as well as those listed in the staff report, may be appropriate for consideration by the Commission.

Mr. Manley highlighted the importance of establishing different types of land uses in Post Falls that can support community needs and promote long-term sustainability. He mentioned the R1 zoning district and how it can provide diversified housing options for varying sizes of lots and different types of housing products. Mr. Manley also suggested that supporting diversified housing can help the commercial and industrial sectors provide housing for the workforce, promoting the city's physical health in the long run. He discussed policies to maintain the city's physical health, enhance residential quality of life, and promote compatible design. Mr. Manley emphasized the need for careful consideration of future land use mapping when applying or revising zoning designations. He talked about the improvements in infrastructure and service plans that come with annexation and subdivisions. Mr. Manley also mentioned the importance of encouraging compatible infill development that is consistent with the surrounding zones and ensures adequate land is available for future housing needs. Finally, he discussed the improvements along Bogey Drive and how they relate to annexation and development.

Mr. Manley reviewed the new criteria for proposed zoning districts and explained that the third criteria examines whether the district would negatively impact any public services provided by political subdivisions in the city. He then presented the findings of the agency notifications, which showed that there were no concerns from the police department, Yellowstone pipeline, Bonneville power, school district, and fire district. Based on this, Mr. Manley concluded that the proposed zoning district meets the third criterion.

Mr. Manley provided testimony regarding the annexation of two five-acre chunks of land to the east of a proposed project in the City. He explained that this annexation would improve connectivity between Greensferry Road and Cecil. Additionally, he mentioned that the road between the two areas has been temporarily paved with asphalt chips.

Rob Palus, Assistant City Engineer

Mr. Palus presented information about the improvements made in the Corbin Meadows subdivision, which included moving 10 feet of development to allow for additional paving to connect the subdivision to Greens Ferry Road. He emphasized that this decision was made to provide adequate access for the general public and emergency services due to the high traffic in the area. Mr. Palus also discussed the situation on Bogey Drive where the Millsap subdivision is currently under review. He explained

that while the southern half of the road will be developed by the subdivision, the northern half will remain gravel due to the lack of a methodology for paving the last 330 feet. This section of the road is a public right-of-way but has not been accepted by Post Falls Highway District for public maintenance purposes. Despite efforts by residents to maintain the gravel road, Mr. Palus acknowledged that this could be an issue during winter months.

Drew Dittman, Applicant

Mr. Dittman testified about a five acre property annexation that is being developed by the same developer as the nearby Northern Lights and Boyd's Landing projects. The annexation is set to be an extension of Boyd's Landing to the east and will be zoned as R1, matching the surrounding areas. Mr. Dittman stated that the annexation is a straightforward process and meets the necessary criteria.

Public Testimony:

The hearing was opened for public testimony, none was received.

Deliberations: After the public hearing was complete, the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The applicant has requested initial zoning of Single Family Residential (R-1) on approximately 5 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as low density residential and inside the 41 North focus area.

The Commission has considered the staff report and testimony provided as evidence that the proposed single-family residential (R-1) zone is in accordance with the Future Land Use Map and Focus Area, no other testimony or evidence was presented. The zone is located near other R-1 zones and is consistent with the relevant guidelines. In addition, the area has neighborhood school services and commercial development pressures, which may create a complimentary synergy. Furthermore, an elementary school is located approximately .4 miles to the west, while Post Falls High School is 0.25 miles to the south.

C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

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

Goals:

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

This proposal helps build economic diversity by capitalizing on access to neighboring job centers and developing a strong business base within City limits. This proposal builds and sustains a diverse, balanced economic base, retains existing quality-of-life assets, and helps keep Post Falls prosperous.

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

This proposal keeps with Post Falls neighborhoods' character and unhurried pace and helps ensure those neighborhoods are kept safe, active, and aesthetically pleasing. This proposal will provide an attractive, pedestrian-friendly development with diverse housing types. Additionally, Bogie Dr. Would be improved with added pedestrian connectivity.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Impact Fees are paid at the time of permit issuance to aid in maintaining the community levels of service.

- Foster the long-term fiscal health of the community;

Additional housing may help further the City's long-term fiscal health by supporting both the Industrial and Commercial uses by supporting employment and commerce objectives.

- Maintain and enhance resident quality of life;

There is an elementary school approximately .4 miles to the west, Post Falls High School is 0.25 miles to the south and Tullamore Park about .5 miles to the east. As Hwy 41 develops, commercial services will be about .7 mile to the east. There is a Tech Park planned less than 2 miles to the north.

- Promote compatible, well-designed development;

The development will need to meet city design standards, this, in turn, promotes compatible, well-designed development.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

City staff reviews transportation impacts and sewer and water capacity. Any predicted inadequacies identified are addressed, and/or develop a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

This is addressed by the first review criteria of this recommendation.

- Compatibility with surrounding land uses;

The proposed development pattern for this proposal is compatible with the surrounding uses as they are other single-family households in the City or County. There are two county households to the east. To the south is the recently approved Millsap Landings Annexation and (R-1) subdivision. To the west is an undeveloped planned single-family neighborhood in the city. To the north is the developing Corbin Meadows single-family subdivision.

- Infrastructure and service plans;

The Sanitary Sewer for the site is located at the southwest corner of the property.

The requested zoning complies with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service, and the City is willing to serve the property at the requested density. Existing capacity is not a guarantee of future service.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements, or Sewer Surcharges.

Water service for the site would be provided by the Ross Point Water Association.

Existing and future traffic patterns;

The property is adjacent to Bogie Drive, a classified Minor Collector roadway that connects to Greensferry Rd. (Minor Arterial) 0.25 miles west and Cecil Rd. (Major Collector) 0.25 miles east. Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility easement, complying with adopted City Design Standards:

Bogie Drive – Minor Collector, 40-foot half-road rights-of-way, as measured from the center of the historic right-of-way shown in the Plat of Post Falls Irrigated Tracts. A 15-foot sidewalk, drainage, and utility easement shall be provided adjacent to the dedicated rights-of-way.

Future traffic patterns to/from this site benefit from the connectivity of the fronting Bogie Dr. To Collector and Arterial roadways, providing local and regional access.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

The response to this is embedded within the analysis of this recommendation.

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

The Commission finds that the site is currently surrounded by incorporated City and is a County "island".

The City of Post Falls is the purveyor of Sanitary Sewer, and Ross Point Water will be the water purveyor. Sanitary sewer infrastructure is located at the property's southwest corner. The City has capacity and is willing to provide service to the site. Utilities would need to be extended within the site with any future subdivision. The Commission finds that they have readily available service infrastructure and capacity.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The Commission finds that political subdivisions were notified, and the city received seven written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

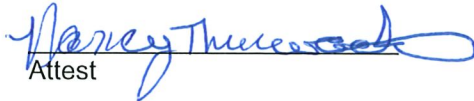
D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-23-2, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Single-Family Residential (R1) zoning on

approximately five acres upon successful annexation of the property.

11-14-23
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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

Nancy Thurwachter

From: Jeryl Archer <jarcher@kootenaifire.com>
Sent: Thursday, September 28, 2023 12:15 PM
To: Nancy Thurwachter
Cc: Mike Bass; Dan Ryan
Subject: RE: Notice to Jurisdictions Bogie Annexation File No. ANNX-23-2

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

To Whom It May Concern.

Kootenai County Fire & Rescuer (KCFR) has reviewed this annexation request and finds the following. The proposed project is within the boundaries of the Fire District. Fire Protection would be provided by the closest station located at Prairie & Charleville. KCFR approves this City Annexation and will review the construction submittals at the proper time.

Respectfully,

"Service First"



Jeryl Archer
Division Chief of Prevention
Fire Marshal
5271 E Seltice Way
Post Falls ID 83854
phone: 208.777.8500
email: jarcher@kootenaifire.com
[Kootenai Fire Website](#)

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, September 28, 2023 12:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <dryan@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jarcher@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor

<lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kevin Ward <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions Bogie Annexation File No. ANNX-23-2

Good morning,

Please find attached the Notice to Jurisdictions for the Bogie Annexation that is scheduled for the City Council meeting on October 17, 2023 at 6:00 p.m.

Thank you,

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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From: [Ryan Johnsen](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions Bogie Annexation File No. ANNX-23-2
Date: Thursday, September 28, 2023 1:07:03 PM
Attachments: [image004.png](#)
[image005.png](#)

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Parcels over the aquifer utilizing subsurface sewage disposal are limited to 1 house per 5 acres. If the parcel(s) are served by municipal sewer services then PHD has no jurisdiction.



Ryan Johnsen | Sewage Program Coordinator, EHS
35 Wildcat Way, Suite A, Kellogg, ID 83837
P: 208-415-5209
W: Panhandlehealthdistrict.org

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From: Tara Bright <tbright@phd1.idaho.gov>
Sent: Thursday, September 28, 2023 1:03 PM
To: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Subject: FW: Notice to Jurisdictions Bogie Annexation File No. ANNX-23-2



Tara Bright | Technical Records Specialist
8500 N. Atlas Rd., Hayden ID 83835
Phone: 208-415-5220
Email: tbright@phd1.idaho.gov
Website: Panhandlehealthdistrict.org

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From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, September 28, 2023 12:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan

<danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; EHApplications <EHAApplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kevin Ward <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions Bogie Annexation File No. ANNX-23-2

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Good morning,

Please find attached the Notice to Jurisdictions for the Bogie Annexation that is scheduled for the City Council meeting on October 17, 2023 at 6:00 p.m.

Thank you,

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338



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From: [Polak, Chad M](#)
To: [Nancy Thurwachter](#)
Subject: FW: Notice to Jurisdictions Bogie Annexation File No. ANNX-23-2
Date: Thursday, September 28, 2023 1:09:26 PM
Attachments: [image001.png](#)
[Exhibit PH-7 CC NTJ.pdf](#)

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Hi Nancy,

Based on the location of the attached project, there is no impact to the YPL pipeline or ROW.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, September 28, 2023 1:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziplay.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan

<pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kevin Ward <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: [EXTERNAL]Notice to Jurisdictions Bogie Annexation File No. ANNX-23-2

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Good morning,

Please find attached the Notice to Jurisdictions for the Bogie Annexation that is scheduled for the City Council meeting on October 17, 2023 at 6:00 p.m.

Thank you,

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, October 2, 2023 9:46 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Bogie Annexation File No. ANNX-23-2

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The Post Falls Highway District is in favor of this annexation as it is in line with the city's comprehensive plan.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, September 28, 2023 12:02 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporner@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kevin Ward <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <kimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions Bogie Annexation File No. ANNX-23-2

Good morning,

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Thank you,

Nancy Thurwachter
Planning Administrative Specialist
[408 N. Spokane Street](#)
[Post Falls, ID 83854](#)
(208) 457-3338



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Nancy Thurwachter

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Thursday, November 2, 2023 2:16 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - Bogie File No. ANNX-23-2

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Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, November 2, 2023 8:42 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; mbrantl@postfallspolice.gov; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>;

PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagabage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kevin Ward <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdiction - Bogie File No. ANNX-23-2

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Good morning,

Please find attached the Notice to Jurisdictions for the Bogie Annexation that is scheduled for the City Council meeting on November 21, 2023. The draft staff report will be on the city's website shortly.

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338



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Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, November 6, 2023 7:11 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - Bogie File No. ANNX-23-2

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The Post Falls Highway District is in favor of this annexation as it is in line with the city's comprehensive plan.



Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, November 2, 2023 8:42 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan

<pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

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Subject: Notice to Jurisdiction - Bogie File No. ANN-23-2

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Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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Nancy Thurwachter

From: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Sent: Tuesday, November 7, 2023 9:46 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - Bogie File No. ANNX-23-2

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PHD has no comment. PHD has no jurisdiction if wastewater a parcel creates goes to a municipal sewer system.



Public Health
Prevent. Promote. Protect.

Panhandle Health District

Ryan Johnsen | Sewage Program Coordinator, EHS
35 Wildcat Way, Suite A, Kellogg, ID 83837
P: 208-415-5209
W: [Panhandlehealthdistrict.org](https://panhandlehealthdistrict.org)

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From: EHApplications <EHApplications@phd1.idaho.gov>
Sent: Thursday, November 2, 2023 9:22 AM
To: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Subject: FW: Notice to Jurisdiction - Bogie File No. ANNX-23-2



Public Health
Prevent. Promote. Protect.

Panhandle Health District

Tara Bright | Technical Records Specialist
8500 N. Atlas Rd., Hayden ID 83835
Phone: 208-415-5220
Email: ehapplications@phd1.idaho.gov
Website: [Panhandlehealthdistrict.org](https://panhandlehealthdistrict.org)

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From: Nancy Thurwachter <nthurwachter@postfalls.gov>

Sent: Thursday, November 2, 2023 8:42 AM

To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <[c01 Real Estate@avistacorp.com](mailto:c01_Real_Estate@avistacorp.com)>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; EHApplications <EHApplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

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Subject: Notice to Jurisdiction - Bogie File No. ANNX-23-2

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Good morning,

Please find attached the Notice to Jurisdictions for the Bogie Annexation that is scheduled for the City Council meeting on November 21, 2023. The draft staff report will be on the city's website shortly.

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Copper Basin Prairie Annexation File No. ANNX-23-3

ITEM AND RECOMMENDED ACTION:

Drew Dittman of Lake City Engineering, Inc. is requesting, on behalf of Copper Basin Construction, Inc. the property owner, approval to annex approximately 20-acres into the City of Post Falls with a zoning request of a mix of High-Density Multi-Family (R-3) and Community Commercial Services (CCS) zoning

DISCUSSION:

To the north and east are undeveloped lands in the City of Post Falls intended for multi-family with some commercial along Prairie Avenue. To the west are 5-acre single-family homes in the city with the intent to redevelop (annexed as the Joseph Family Trust (ANNX-22-7). South of this site is a Commercial/Industrial/Rec. building.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission at their 10-10-23 meeting forwarded a recommendation of the requested zoning finding that the request met the following:

The approval criteria for establishing zoning are:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration.
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Supporting Documents
2. Exhibit S-4: Copper Basin Prairie Avenue P&Z Staff Report ANNX-23-3
3. Exhibit S-5: Signed Annexation Agreement ANNX-23-3
4. Exhibit S-6: PZ Minutes Copper Basin Prairie 10-10-2023

5. Exhibit S-7: PZ ZR Signed Copper Basin ANNEX-23-3
6. Exhibit PA-5: Department of Environmental Quality (DEQ) Comment
7. Exhibit PA-6: PFHD Comment
8. Exhibit PA-7: PHD Comment

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4: Planning and Zoning Commission Staff Report

Exhibit A-1 - Annexation Application

Exhibit A-2 - Narrative

Exhibit A-3 – Vicinity Map

Exhibit A-4 – Owner Authorization Letter

Exhibit A-5 – Title Report

Exhibit S-1 - Vicinity Map

Exhibit S-2 - Zoning Map

Exhibit S-3 - Future Land Use Map

Exhibit PA-1 – Post Falls School District (PFSD) comment

Exhibit PA-2 – Kootenai County Fire & Rescue (KCFR) comment

Exhibit PA-3 - Panhandle Health Department (PHD) comment

Exhibit PA-4 - Post Falls Highway Department (PFHD) comment

Exhibit S-5: Signed Development Agreement

Exhibit S-6: Minutes 10-10-2023

Exhibit S-7: Signed Zoning Recommendation

Exhibit PA-5: - Department of Environmental Quality (DEQ) comment

Exhibit PA-6: - PFHD comment

Exhibit PA-7: - PHD comment

**CITY OF POST FALLS
STAFF REPORT**

DATE: October 5, 2023

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfalls.gov • 208-457-3344

SUBJECT: FINAL STAFF REPORT FOR THE OCTOBER 10, 2023, P&Z COMMISSION MEETING
COPPER BASIN PRAIRIE AVENUE ANNEXATION ANNX-23-3

INTRODUCTION:

Drew Dittman of Lake City Engineering, Inc. is requesting, on behalf of Copper Basin Construction, Inc. the property owner, approval to annex approximately 20-acres into the City of Post Falls with a zoning request of a mix of High-Density Multi-Family (R-3) and Community Commercial Services (CCS) (Exhibit A-2: Narrative). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration.
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city.

PROJECT INFORMATION:

Project Name / File Number: Copper Basin Prairie Avenue Annexation File No. ANNX-23-3

Owner(s): Copper Basin Construction, Inc., P.O. Box 949, Hayden, ID 83835

Applicant: Drew Dittman, 126 E. Poplar Ave., Coeur d' Alene, ID 83814

Project Description: Annex approximately 20-acres into the City of Post Falls with a zoning request of High-Density Multi-Family (R-3) and Community Commercial Services (CCS).

Project Location: The property is located north of Prairie Ave., approximately 1/3 of a mile east of the intersection of N. Greensferry Rd. and W. Prairie Ave.

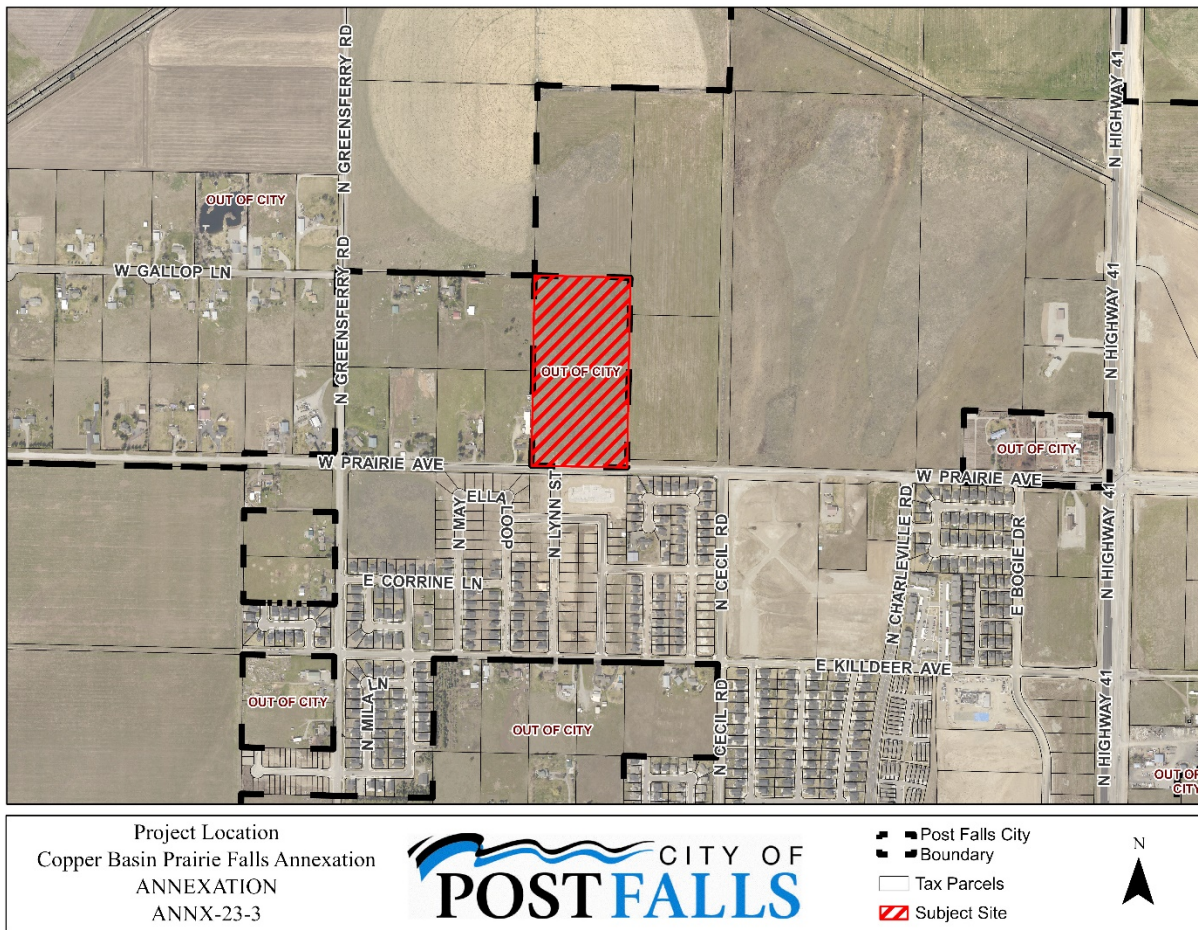
AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: To the north and east are undeveloped lands in the City of Post Falls intended for multi-family with some commercial along Prairie Avenue. To the west are 5-acre single-family homes

in the city with the intent to redevelop (annexed as the Joseph Family Trust (ANN-22-7)). South of this site is a Commercial/Industrial/Rec. building (see following images).



Area Context Vicinity Map:



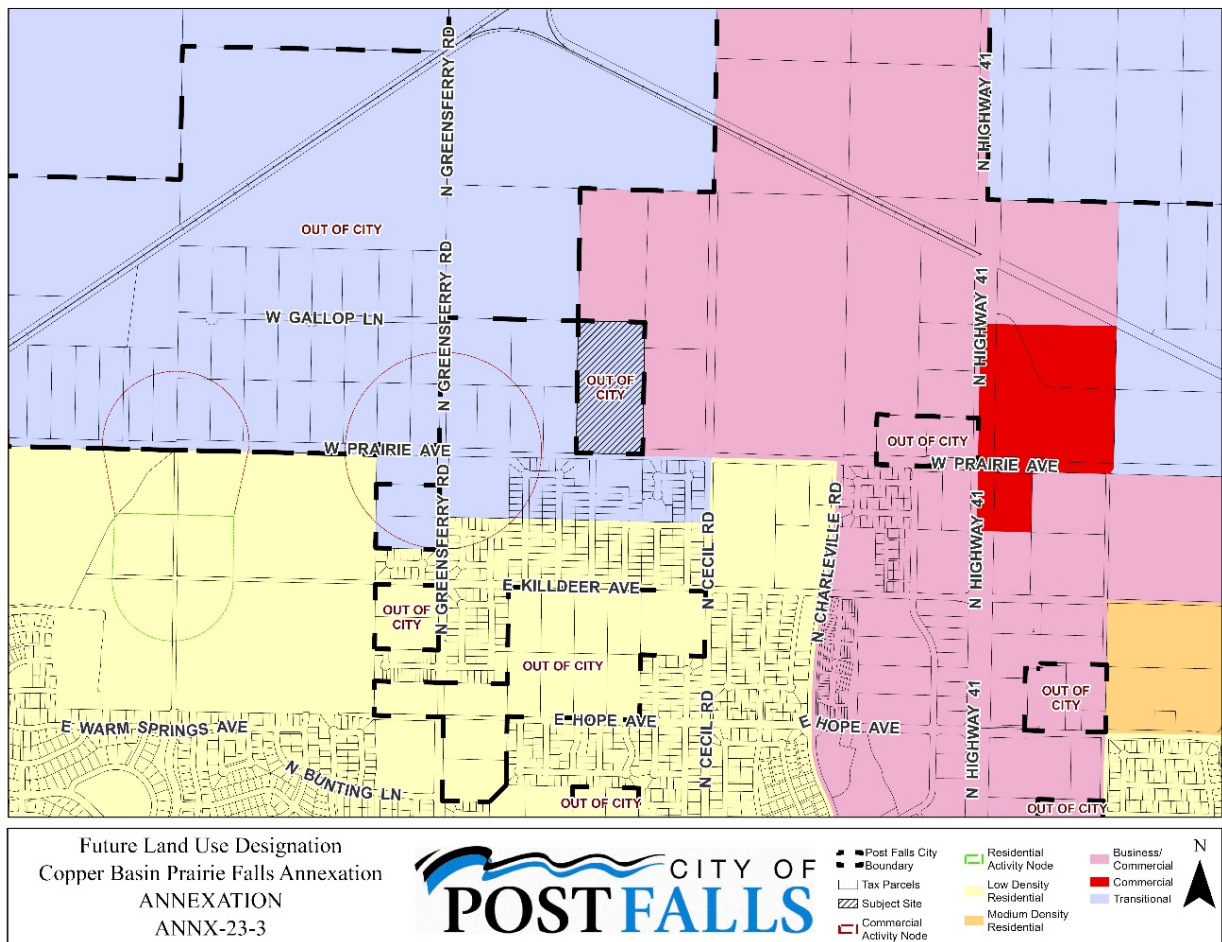
EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code section 18.20.100 is cited below in **BOLD** with staff comments following. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA

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

The Future Land Use Map classifies this property with the land use designation of **Transitional** (See Following Image). This designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area.



The proposed annexation is located within the 41 North Focus Area, which states cites the following:

Focus Area: 41 North

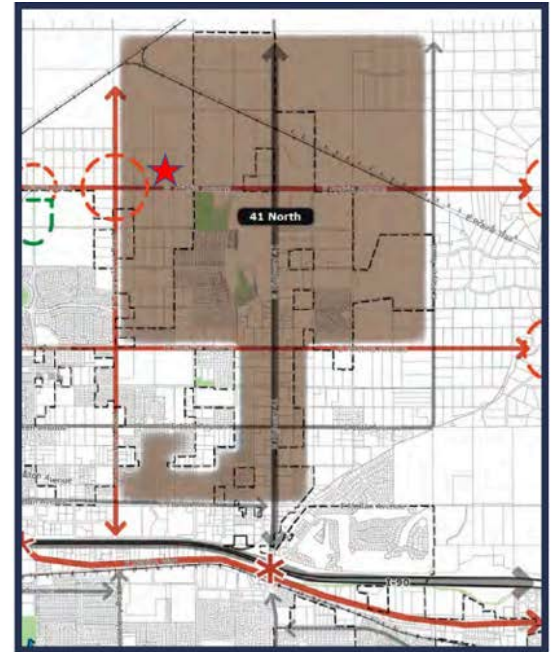
The Highway 41 corridor promises to rival Seltice in terms of importance as a retail, mixed-use residential, and services district. The 2016 Highway 41 Corridor Master Plan calls for the creation of "collector" and "backage roads" parallel to 41 to aid the corridor's suitability for mixed-use development. These, the plan envisions, will allow regional retail, residential and service uses to coexist, reducing reliance on large parking lots with direct access to highway lanes and easing the transition between the highway and lower-intensity residential development expected to occur to the east and west.

Residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, especially at stop-controlled intersections. As with North Prairie, land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services. To help enrich the future identity of 41 North, growth should include strategically located, carefully-designed land uses incorporating trails and an interconnected, walkable street network.

Post Falls recently annexed additional lands for a planned technology park to be located near the northwest corner of Highway 41 and Prairie Avenue. This feature is expected to help diversify land uses and boost demand for commercial services.

The following items affirm or guide development of key policies for this area, or suggest future action items for the 41 North focus area:

- Focus provisions for multi-family, commercial, and tech uses near higher-classified roadways;
- Development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail;
- Manage development patterns in the airport fly zone east of 41 and north of Prairie Avenue, coordinating with the 2018 Coeur d'Alene Airport Master Plan;
- Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately-scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.



Staff Comment: The proposed High Density Multi-Family (R-3) zone is near Prairie Ave., which is a Principal Arterial. Additionally, the proposed Community Commercial Services (CCS) zone is adjacent to Prairie Avenue. Upon development of the proposed zoned areas (R-3) and (CCS) the above highlighted policy points may be met.

2. **Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration;**
Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

The following goals may or may not assist with this zone change request.

Goal 1: Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base with a supportive housing stock within City limits.

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

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services. Upon development, Prairie Avenue would be improved with pedestrian connectivity.

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

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of diverse land use types and parks with pedestrian connectivity, while building sustainable communities to achieve overall plan objectives.

Goal 12: Maintain the City of Post Falls' long-term fiscal health.

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls' obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide ratepayers with efficient, effective services now and in the future.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

The following policies may or may not assist with this zone change request.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service.

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

- Foster the long-term fiscal health of the community.

Staff Comment: Additional housing may help further long-term fiscal health of the city by supporting both the Industrial and Commercial uses by fulfilling employment and commerce objectives.

- Maintain and enhance resident quality of life.

Staff Comment: This site is approximately ¼ mile from a planned technology mixed zoned development area and abuts other future multi-family housing to the north and east. The Prairie Trail will be approximately .5 miles to the northeast. Staff will be encouraging with the open space requirements in PFMC for the multi-family development to establish trail connectivity to the places of potential employment

nearby and the future Prairie Trail. All of which may assist in enhancing the resident quality of life in this area.

- Promote compatible, well-designed development.

Staff Comment: Development will be required to meet City design standards once development is proposed through the site plan review process. The PFMC has both Commercial and Multi-Family design standards.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: Transportation impacts and sewer capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping.

Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

Staff Comment: The proposed development pattern for this proposal would not be incompatible with the future planned surrounding uses.

- Infrastructure and service plans.

Staff Comment: Sanitary Sewer for the site is located on the southerly property line at the extension of Lynn St. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The site is shown within two (2) separate sewer service basins; however, a significant portion of the sites development could be accommodated completely within the southern (Greensferry) service basin. Provision of service differing from the basins outlined in the Master Plan may require a study of available capacity. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Water service for the site would be provided by the Ross Point Water Association.

- Existing and future traffic patterns.

Staff Comment: The property is adjacent to Prairie Avenue, a classified Principal Arterial roadway and Critical Arterial. Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility easement, complying with adopted City Design Standards:

Excepting an emergency vehicle access point, site access will be restricted to Lynn St., which will be configured as a ¾-turn restriction (no left turns from the site onto Prairie Ave. or crossing movements of Prairie Ave.) Other access points would be established with surrounding site development that would provide access to Greensferry Rd. (1/4-mile west) and Cecil Rd. (1/4 mile east).

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

Staff Comment: The response to this is embedded within the analysis of this staff report.

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

Staff Comment: This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact. Having this approved to be incorporated into the City may help meeting this policy.

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

- Surrounded by incorporated areas.

Staff Comment: The site is currently surrounded by incorporated City and is considered to be within a County “island”.

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer and Ross Point Water would be the water purveyor. Sanitary sewer infrastructure is located at the property’s southern boundary. The City has capacity and is willing to provide service to the site. Utilities would need to be extended within the site with any future development or subdivision.

- That support increased development intensity near the urban core.

Staff Comment: The site is not located near an urban core but is within the 41 North Focus area and approximately west .7 miles from Prairie Ave. and Hwy 41.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: Additional rights-of-way and easement would need to be provided as part of annexation. Annexation shall include all rights-of-way adjoining the site and currently within the County.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: Upon the development of a subdivision, frontage improvements will be required to be completed. This allows for continuity of anticipated pedestrian pathways to be constructed to the west and east of the site.

Policy 33: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: Upon the development of a subdivision, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and pedestrian pathways.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services.

Staff Comment: Compliance with associated master plans has been outlined herein. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

- Provision of necessary rights-of-way and easements.

Staff Comment: Dedication of additional rights-of-way and associated easements will be described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors.

Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request. The site is more than 1,000 feet from any known interstate pipelines. Interstate pipelines within 1,000 feet of a site would need to be shown and noted on any future platting of the property, per Idaho Code.

- Timing that supports orderly development and/or coordinated extension of public services.

Staff Comment: The surrounded by the City of Post Falls boundary on all 4 sides. Utilities are located adjacent to the property and capable of providing service to the property.

- Comprehensive plan goals and policies.

Staff Comment: The response to this is embedded within the analysis within this staff report.

Policy 71: Promote the planting and protection of trees citywide, helping.

- Beautify and enhance community value.

Staff Comment: Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required.

- Provide shade and comfort.
- Affirm the city's association with the outdoors and its historic origins.
- Provide wildlife habitat.

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems and will not utilize a septic system. Stormwater management will be reviewed through the subdivision review process.

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

Staff Comment: There have been no identified "Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city." at this point in time.

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irrigation District
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)
Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental Quality	Panhandle Health District	Kootenai County Planning
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	TransCanada GTN	TDS

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

- **(Exhibit PA-1) Post Falls School District:** Capacity is within limits and has not been exceeded
- **(Exhibit PA-2) Kootenai County Fire & Rescue:** Reserves comments for the permitting process
- **(Exhibit PA-3) Panhandle Health District:** If the annexation includes sewer services to the parcel, then Panhandle Health District has no jurisdiction
- **(Exhibit PA-4) Post Falls Highway Department:** Is in favor of this annexation as it is in line with the city's comprehensive plan
-

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along Prairie Avenue
 - a. 55-foot, ½ road right-of-way dedication, measured from section line.
 - b. A 15-foot sidewalk, drainage, and utility easement is required.

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:**Applicant Exhibits:**

Exhibit A-1	Annexation Application
Exhibit A-2	Narrative
Exhibit A-3	Vicinity Map
Exhibit A-4	Owner Authorization
Exhibit A-5	Title Report

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map

Testimony:

Exhibit PA-1	PFSD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	PHD Comments
Exhibit PA-4	PFHD Comments

Annexation ·

438 – COPPER BASIN PRAIRIE AVENUE ANNEXATION

📅

Expiration Date

Active

Request Changes

(/#/explore/request-changes/43699)

⋮

ANNX-23-3

Details

Submitted on Aug 9, 2023 at 9:30 am

Attachments

9 files

Activity Feed

Latest activity on Aug 22, 2023

Applicant

Lake City Engineering, Inc.

👤

0

Location

Point Location: 47.7457, -116.9099

Timeline

Add New

Completeness Review

Skipped Aug 16, 2023 at 8:37 am

Completeness Review

Completed Aug 16, 2023 at 11:49 am

🗨

Aug 23

Application Fee

Paid Aug 16, 2023 at 11:50 am

GIS Review

Completed Aug 17, 2023 at 3:46 pm

Polygon Creation

Completed Aug 22, 2023 at 10:53 am

Maps Created

In Progress

Staff Report

In Progress

**Draft Development Annexation Agreement**

In Progress

**Engineering Review**

Review

**Engineering Review**

Review

**Parks Review**

Review

**Wastewater Review**

Review

**Legal Review of Annexation Agreement**

Review

**Planning Review (Staff Report)**

Review

**Planning Review of Agreement**

Review

**Schedule Planning & Zoning Hearing**

Review

**Notices for Planning & Zoning Hearing**

Review

**Site Posting**

Review

**Applicant Review of Annexation Agreement**

Review

**Reasoned Decision of Zoning**

Review

**Meeting Minutes**

Review

**Schedule City Council Hearing**

Review

**Council Memo**

Review



Notices for City Council Hearing

Review



Site Posting

Review



Reasoned Decision

Review



Meeting Minutes

Review



Consent Agenda

Review



ROW, Easement, Legal & Exhibits

Review



Ordinance Legal & Exhibits

Review



Review of Legals & Exhibits

Review



Review of Legals & Exhibits

Review



Applicant Signatures

Review



Consent Agenda

Review



Recorded Copies to Applicant

Review



Lake City Engineering, Inc.

View Profile

⋮

Email Address

admin@lakecityengineering.com (mailto:admin@lakecityengineering.com)

Phone Number

(208) 676-0230

Address

126 E. Poplar Avenue, Coeur d'Alene, ID 83814

Guests

Other users that have the ability to add attachments, request inspections, and pay fees on this record.

Guest's Email

Grant Access

No guests with access to this record yet

INTRODUCTION

Lake City Engineering, Inc. is hereby requesting the annexation of approximately 20 acres of property into the City of Post Falls. The subject property is located approximately 0.6 miles West of the intersection of Prairie Avenue and Highway 41. The request is for zoning designations of Residential (R-3) and Commercial (CCS).

SUBJECT PARCEL

The property being requested for annexation is as follows:

Parcel Number:	51N05W-24-6750
Total Annexation Area:	20.043 acres
Legal Description:	The West half of the Southeast quarter of the Southwest quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

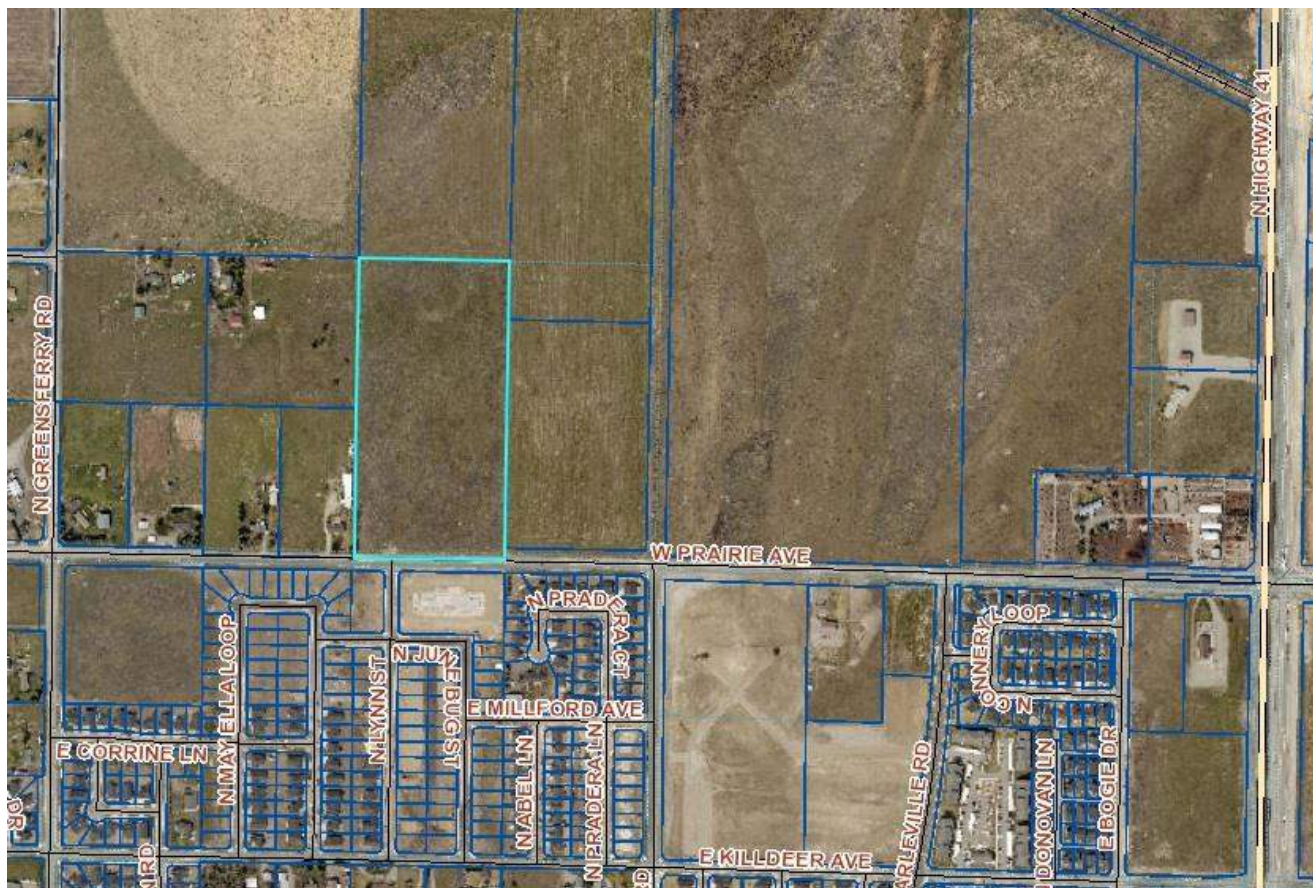


Figure 1: Vicinity Map

REVIEW CRITERIA

Annexations are intended to be a logical and orderly expansion of the City, and allow for the increased efficiency and economic provisions of public services. In order to ensure orderly development that would benefit the community, the review criteria listed below have been established by City Staff. The Applicant believes this Annexation request is in the best interest of the City of Post Falls, and the review standards are addressed as follows:

1) *Consistent with Future Land Use Map*

The City of Post Falls Future Land Use Map labels this property as Transitional, which, according to the City of Post Falls Comprehensive Plan (adopted July 2020), is assigned to lands suitable for growth. Per the Focus Area Descriptions found in Appendix A of the Comprehensive Plan, the subject property is part of the 41 North Focus Area, which is anticipated to become an important retail, mixed-use residential and services district within the City. Future action items for this focus area include provisions for multi-family, commercial and tech uses near higher-classified roadways such as Prairie Avenue, which is a Principal Arterial. The proposed zoning classifications of R-3 and CCS fit seamlessly into the intended future uses for the subject property.

2) *Consistent with the Goals and Policies found in the Comprehensive Plan*

The City of Post Falls Comprehensive Plan is the guiding document for annexation and zoning classification requests. It is important that land use decisions meet or exceed the goals, policies and actions as outlined in the Comprehensive Plan. The subject property is designated as Transitional and lies in the 41 North Focus Area. The project proponent believes that the following goals and policies (shown in *italics*) as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification. Additional commentary is located below each goal or policy as appropriate.

GOALS

- G.02 *Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.*

Comment: The proposed zoning designations comply with the Future Land Use Map, and this project will provide additional workforce housing options for the growing community. Utilities are currently in place within Prairie Avenue and are anticipated to have adequate capacity to serve both the residential and commercial aspects of the proposed uses. The additional improvements needed for the project will be the responsibility of the Developer to provide.

- G.05 *Keep Post Falls' neighborhoods safe, vital, and attractive.*

Comment: The development of this property will be in accordance with adopted standards and regulations adopted by the City of Post Falls. The proposed

residential portion of the project will provide additional, much-needed housing for existing and future residents who are looking for a safe, aesthetically pleasing, and pedestrian-friendly neighborhood. The portion of the project that abuts Prairie Avenue will provide small-scale commercial services that can easily be accessed by residents living to the North and across Prairie to the South.

- G.07 *Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.*

Comment: The annexation and requested zoning designations are in accordance with the City's Master Plans, the Comprehensive Plan and City Code, and are in line with the current growth patterns stretching North along the nearby Hwy 41 corridor. The proposed mixture of residential and commercial zoning will provide additional housing for residents as well as new commercial services for the surrounding community.

POLICIES

- P.01 *Support land use patterns that:*
- *Maintain or enhance community levels of service;*
 - *Foster the long-term fiscal health of the community;*
 - *Maintain and enhance resident quality of life;*
 - *Promote compatible, well-designed development;*
 - *Implement goals and policies of the comprehensive plan, related master plan and/or facility plans*
- P.02 *Apply or revise zoning designations with careful consideration of factors including:*
- *Future land use mapping;*
 - *Compatibility with surrounding land uses;*
 - *Infrastructure and service plans;*
 - *Existing and future traffic patterns;*
 - *Goals and policies of the comprehensive plan, related master plan and/or facility plans*
- P.03 *Encourage development patterns that provide suitably-scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.*

Comment: The proposed annexation and subsequent development will be compatible with surrounding land uses and will be in accordance with all approved City Master Plans. Residents living in the R-3 portion of the project will enjoy aesthetically pleasing housing adjacent to a variety of small-scale commercial services. The subject property is also within walking distance of the Tullamore Subdivision, which contains several parks and recreational opportunities. It is also located adjacent to the proposed Beyond Green Technology Park to the East.

- P.08 *Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.*
- P.14 *Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.*
- P.15 *Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.*

Comment: The proposed annexation will be in accordance with all City of Post Falls and State of Idaho statutes, codes and requirements. The development of this currently vacant and under-utilized piece of land will provide additional workforce housing options for a variety of existing and future residents. It will also create opportunities for small businesses to offer their services to a multitude of nearby customers.

- P.18 *Maintain housing standards, fees and regulations that support and sustain related services and infrastructure.*

Comment: All development will be in accordance with City of Post Falls and Ross Point Water District standards and requirements. Minimal off-site, or additional, infrastructure will be required to be extended to serve the proposed project.

- P.20 *Consider location of multi-family development in areas that:*
- *Have access to arterial and collector streets;*
 - *Help buffer higher and lower-intensity development patterns;*
 - *Abut compatible existing uses;*
 - *Are part of projects involving mixed use or master planned areas.*

Comment: The subject property, with its location along Prairie Avenue and surrounded by other commercial and industrial uses, is an ideal site for a mixed-use project like the one being proposed. Commercial uses on the South end will provide a buffer between the traffic on Prairie and the multi-family residential housing to the North.

- P.21 *Maintain standards for multi-family housing that encourage quality building design, landscaping and usable open space, supporting long-term family living.*

Comment: The project proponent has decades of experience in developing high-quality multi-family projects and continues to build out the very desirable Tullamore Subdivision just to the southeast of the subject parcel. Residents will enjoy the same neighborhood feel, with the addition of adjacent, small-scale community commercial services.

- P.27 *Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.*
- P.33 *Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.*
- P.38 *Plan new development to ensure provision of public services at current levels of Service (LOS) or the LOS identified in City-adopted master plans.*

Comment: The proposed annexation and development will not adversely impact the existing Levels of Service (LOS) as identified in City Master Plans. All utilities are within adjacent Prairie Avenue and are available to service the project. Infrastructure such as sidewalks, curb, street trees and swales at the South end of the parcel will beautify the vacant land and improve the overall walkability to future developments to the East.

- P.44 *Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.*
- P.45 *Guide annexation decisions guided by and considering:*
- *Master plans for water, sewer, transportation, parks, schools and emergency services;*
 - *Provision of necessary rights-of-way and easements;*
 - *Studies that evaluate environmental and public service factors;*
 - *Timing that supports orderly development and/or coordinated extension of public services;*
 - *Comprehensive plan goals and policies.*

Comment: Utilities with the capacity to serve the project already exist within adjacent Prairie Avenue. This project will be developed in accordance with all applicable City of Post Falls Master Plans and requirements for annexations and infrastructure.

- P.55 *Encourage the formation of homeowners' associations to maintain private streets, common neighborhood trails and open space areas, and adjacent landscaping along public rights-of-way.*

Comment: The proposed multi-family portion of the project will include a homeowner's association that will be responsible for the maintenance and operation of all proposed common areas and adjoining public street landscaping.

- P.71 *Promote the planting and protection of trees citywide, helping:*
- *Beautify and enhance community value;*
 - *Provide shade and comfort;*

- Affirm the city's association with the outdoors and its historic origins;
- Provide wildlife habitat.
- The proposed development will include a variety of landscape buffers, street trees and grassy swales that will beautify the environment and provide shade and habitat.

P.106 *Encourage cooperation between local water districts and the City, supporting planning for and provision of services concurrent with community needs.*

Comment: Ross Point Water District will provide both irrigation and domestic water needs. They currently have the willingness and capacity to serve the proposed project.

3) *Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. Encourage a balance of land uses to help Post Falls remain a desirable, stable, and sustainable community.*

The property is currently vacant farmland that is zoned Agriculture in Kootenai County. It is bounded on the West by property zoned CCS and CCM, and to the North and East lies property zoned TM. The properties directly to the South of the subject parcel are zoned R-2 and CCS. The project proponent is requesting zoning classifications of High-Density Residential (R-3) for the northern 2/3 of the property and Community Commercial Services (CCS) for the southern 1/3.

The requested zoning designations of R-3 and CCS are appropriate for this Transitional piece of property for several reasons, including the fact that it lies on the edge of a section of rapidly developing and changing section of Post Falls and the fact that it is a County island. The Green Meadows and Pradera residential subdivisions lie just across Prairie Avenue to the South, providing a nearby residential component to correspond with the R-3 zoning request. The additional residential options provided by the development of this property will help fulfill the continued demand for attainable housing that Post Falls and Kootenai County are currently experiencing. The subject property itself is surrounded on the West by recently annexed, commercially zoned parcels, making the CCS designation appropriate fronting Prairie Avenue. The property to the North and East is a part of a master planned technology park that will include multi-family on the adjacent property that is also owned by the property owner.

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

With its location adjacent to Prairie Avenue, a Principal Arterial, the requested zoning designations of High-Density Residential (R-3) and Community Commercial Services (CCS) will be ideal for this piece of property.

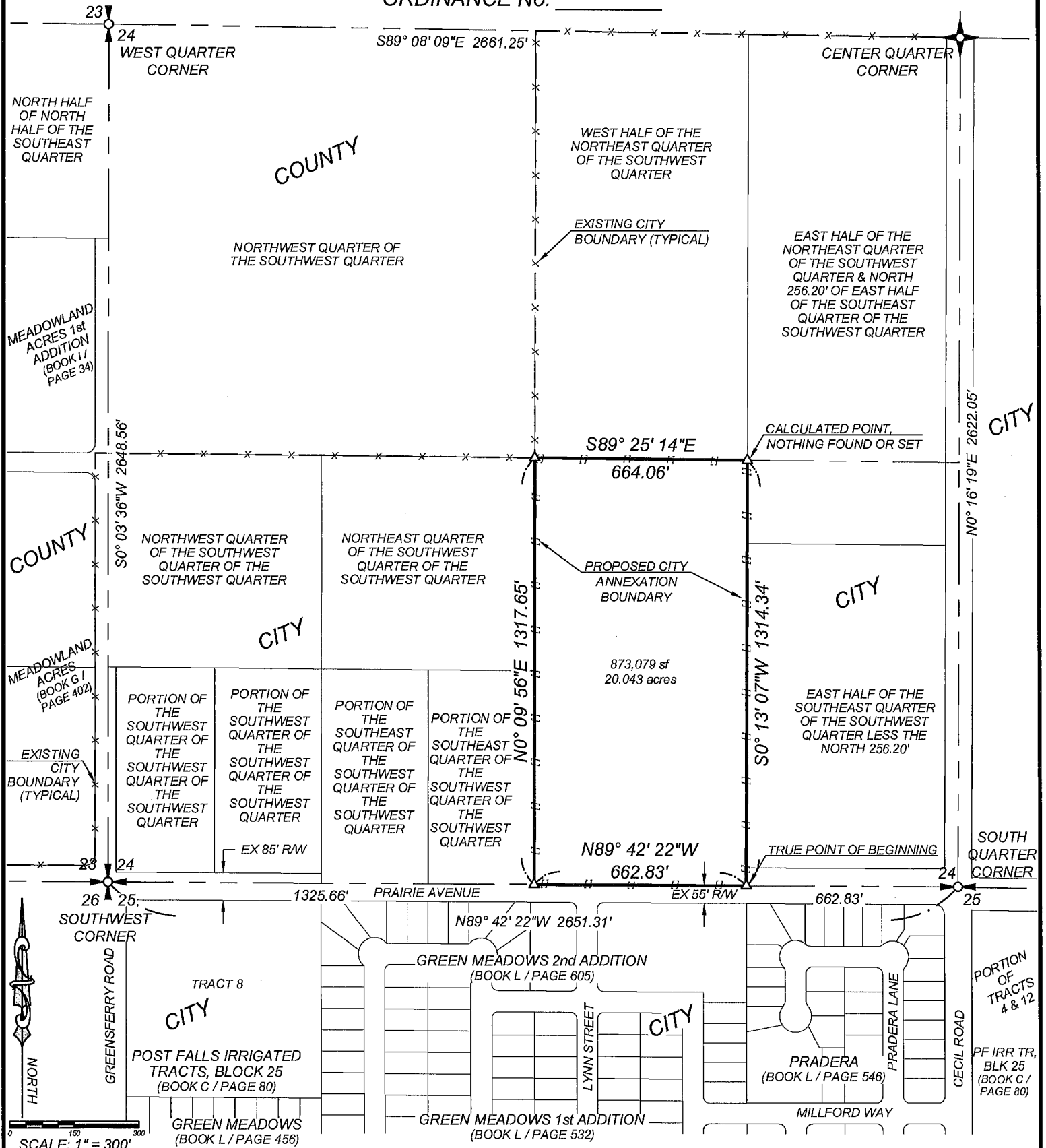
5) *Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. Ensure that adequate land is available for future housing needs.*

This review criteria does not apply to the annexation request.

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

This review criteria does not apply to the annexation request.

ANNEXATION INTO THE CITY OF POST FALLS ORDINANCE No. _____



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

ANNEXATION EXHIBIT THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER

SW 1/4, SEC. 24, T 51 N, R 5 W,
B. M., KOOTENAI COUNTY, IDAHO

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 300'
DATE:	08/07/2023
JOB NO:	LCE 23-045
FILE:	23-045-ANNX XBT.dwg

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

July 28, 2023

ATTN: Planning Department

RE: Parcel # 51N05W-24-6750 Annexation

To Whom It May Concern,

I hereby authorize Lake City Engineering, Inc. to act as the Authorized Agent for matters related to the above referenced project.

Thank you for your time and consideration in this matter.



Steve White, President
Copper Basin Construction, Inc.

7-28-23
Date

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

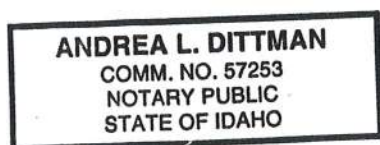
On this 28th day of July, 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Steve White, the President of Copper Basin Construction, Inc., known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he is authorized on behalf of said corporation to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.


Notary Public

Residing at: Kootenai County

My Commission Expires: 1-5-29





**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





CHICAGO TITLE INSURANCE COMPANY

- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

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ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

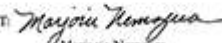
The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Countersigned:

Kootenai County Title Company
1450 Northwest Boulevard
Suite 200
Coeur d'Alene, ID 83814

CHICAGO TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemura
Secretary

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ALTA Commitment for Title Insurance 8-1-16





CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Kootenai County Title Company
Issuing Office: 1450 Northwest Boulevard, Suite 200, Coeur d'Alene, ID 83814
ALTA® Universal ID: 1068807
Loan ID Number:
Issuing Office File Number: KT-501300
Commitment Number: KT-501300
Revision Number:
Property Address: NNA Prairie Ave., Post Falls, ID 83854

SCHEDULE A

1. Commitment Date: 08/02/2023 at 8:00 AM

2. Policy to be issued:

a) ALTA Owner's Policy

\$

Premium: \$

PROPOSED INSURED:

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below.

3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Copper Basin Construction, Inc., an Idaho Corporation

5. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

CHICAGO TITLE INSURANCE COMPANY

By its Issuing Agent Kootenai County Title Company

Authorized Signatory

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ALTA Commitment for Title Insurance 8-1-16





**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. We find the following to be the last deed of record:

A. Warranty Deed, by and between J. Patrick Acuff and Heidi G. Acuff, husband and wife, as grantor, and Copper Basin Construction, Inc., an Idaho Corporation, as grantee, recorded July 15, 2020 as Instrument No. [2763894000](#), records of Kootenai County, Idaho.
8. We find the following address to be associated with the Land described herein:

NNA Prairie Ave.
Post Falls, ID 83854

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ALTA Commitment for Title Insurance 8-1-16

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**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Property taxes and assessments for the year 2023, which are a lien, not yet due or payable.

Parcel No.: [51N05W246750](#)
AIN.: 194688

8. Easements for and right, title and interest of the public in and to the road right of way commonly known as Prairie Ave., including utilities lying therein or adjacent thereto.

9. Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby

Amount: \$ [REDACTED]

Dated: July 14, 2020

Recorded: July 15, 2020

Grantor: Copper Basin Construction, Inc., an Idaho Corporation

Trustee: Kootenai County Title Company, Inc.

Beneficiary: J. Patrick Acuff and Heidi G. Acuff, husband and wife

Instrument No.: [2763895000](#), records of Kootenai County, Idaho

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EXHIBIT A
Property Description

Issuing Office File No.: KT-501300

The West Half of the Southeast Quarter of the Southwest Quarter, of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho.

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ALTA Commitment for Title Insurance 8-1-16

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Page 7 of 7





1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814
Phone: (208)667-9431 Fax: (208)208-666-0410

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

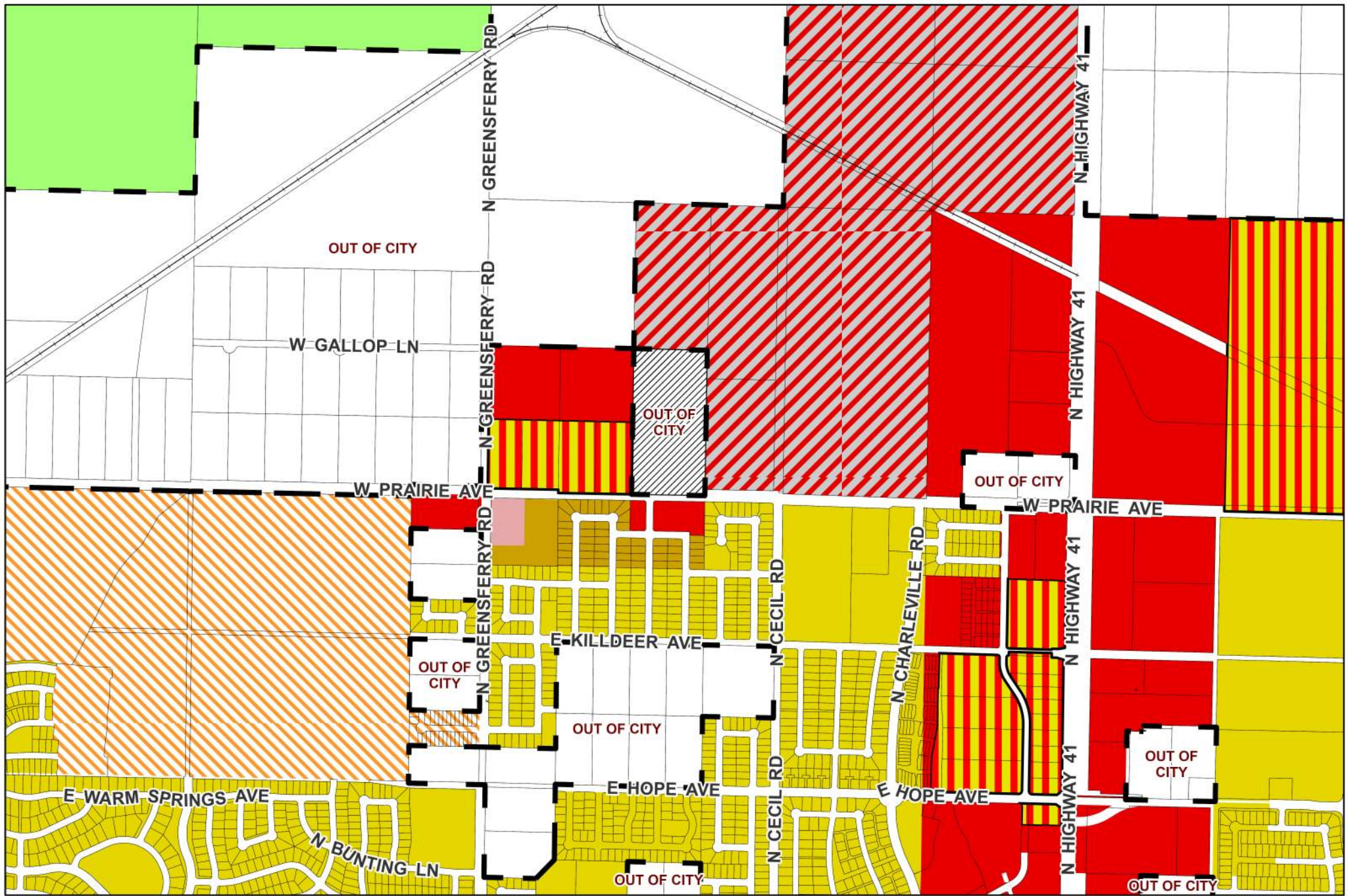


Project Location
Copper Basin Prairie Falls Annexation
ANNEXATION
ANNX-23-3



- Post Falls City
- Boundary
- Tax Parcels
- ▨ Subject Site





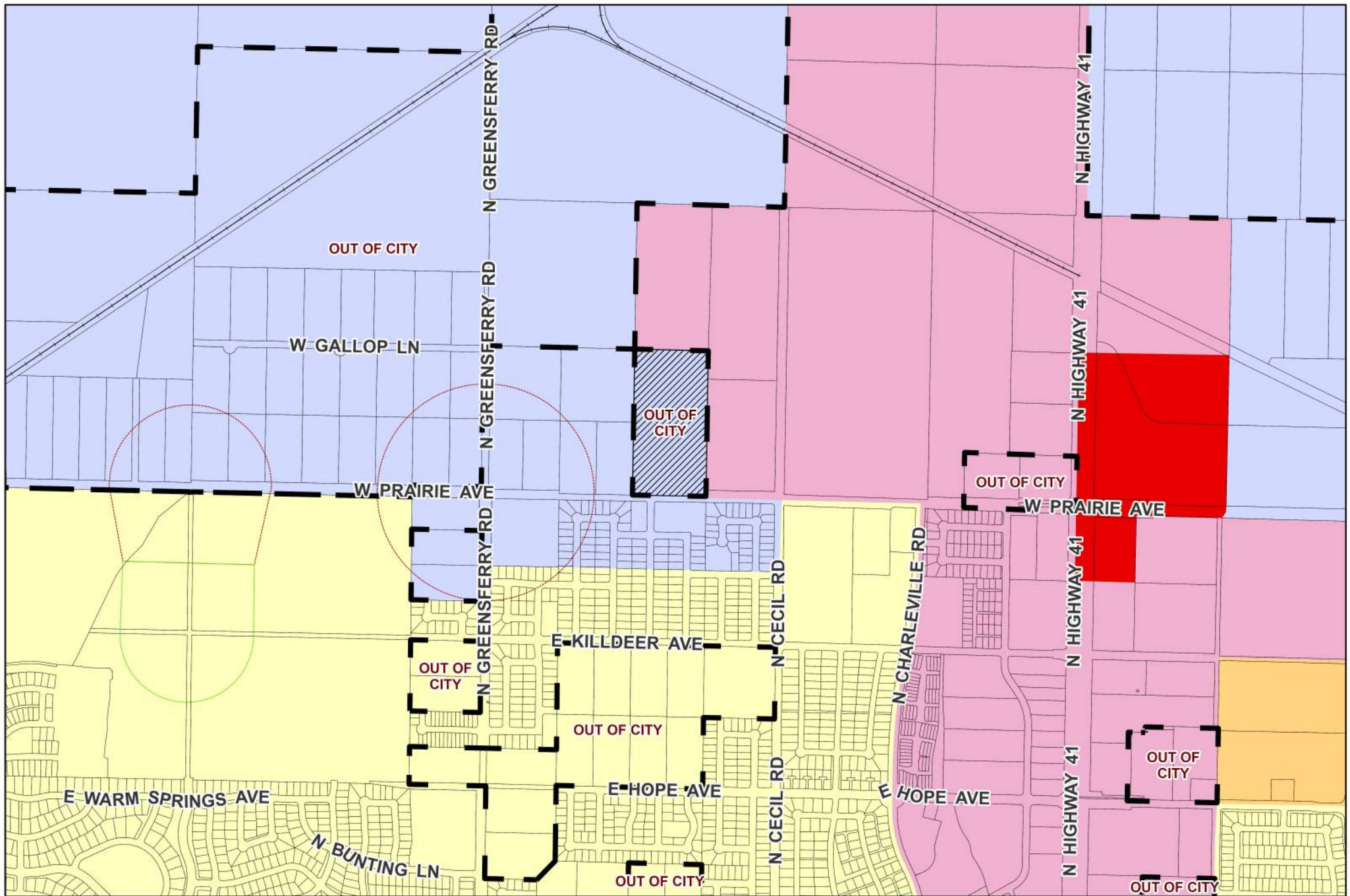
Zoning Map
Copper Basin Prairie Falls Annexation
ANNEXATION
ANNX-23-3



- Post Falls City
- Boundary
- Tax Parcels
- ▨ Subject Site
- CCM
- CCS

- TM
- LC
- RM
- R-1
- R-2
- PR





Future Land Use Designation
Copper Basin Prairie Falls Annexation
ANNEXATION
ANNX-23-3



- Post Falls City
- Boundary
- Tax Parcels
- ▨ Subject Site
- Commercial Activity Node

- Residential Activity Node
- Low Density Residential
- Medium Density Residential

- Business/Commercial
- Commercial
- Transitional





POST FALLS

SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

September 8, 2023

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and capacity of each school for the 2023-2024 school year are listed below.

The district will review the current long-range facility plan this fall. A copy of the current plan is included with this letter.

School	2023-2024 Enrollment	Building Capacity
Greensferry Elementary	400	525
Mullan Trail Elementary	341	500
Ponderosa Elementry	440	570
Prairie View Elementary	328	525
Seltice Elementary	410	560
Treaty Rock Elementary	432	525
West Ridge Elementary	415	525
Post Falls Middle School	765	920
River City Middle School	597	750

***Our school community will develop relationships, skills, and knowledge
to become responsible citizens who think critically to solve problems.***

Exhibit PA-1

Page 634 of 870

Post Falls High School	1645	1800
New Vision High School	144	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

Nancy Thurwachter

From: Jeryl Archer <jarcher@kootenaifire.com>
Sent: Wednesday, September 20, 2023 2:54 PM
To: Nancy Thurwachter
Subject: RE: Notice To Jurisdiction - Copper Basin Prairie Annexation File No. ANNX-23-3

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

To Whom it May Concern.

Kootenai County Fire & Rescue (KCFR) approves this request. KCFR participates in partnership with the City of Post Falls throughout both the Plan Review and Permitting process. KCFR reserves all fire code related comments for that process.

Respectfully,

"Service First"



Jeryl Archer
Division Chief of Prevention
Fire Marshal
5271 E Seltice Way
Post Falls ID 83854
phone: 208.777.8500
email: jarcher@kootenaifire.com
Kootenai Fire Website

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Wednesday, September 20, 2023 12:54 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <dryan@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jarcher@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey

<MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kevin Ward <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice To Jurisdiction - Copper Basin Prairie Annexation File No. ANNX-23-3

Good afternoon,

Please find attached the Notice to Jurisdictions for the Copper Basin Prairie Annexation that is scheduled for the Planning and Zoning meeting on October 10, 2023. The draft staff report will be on the city's website shortly.

Thank you!

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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

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

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Nancy Thurwachter

From: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Sent: Tuesday, September 26, 2023 10:52 AM
To: Nancy Thurwachter
Subject: TA-23-2; ANNX-23-3; ANNX-23-1

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

Good morning Nancy! If you need clarification on these let me know.

TA-23-2, Tiny Homes

If the home, whether "tiny" or "normal" it doesn't matter to the septic rules, requires a septic system and is over the aquifer there is a maximum of 1 home per 5 acres. But if the home(s) have access to municipal sewer services then PHD has no jurisdiction.

ANNX-23-3

If the annexation includes providing sewer services to the parcel, then PHD has no jurisdiction.

ANNX-23-1

If the annexation includes providing sewer services to the parcel, then PHD has no jurisdiction.



Public Health
Prevent. Promote. Protect.

Panhandle Health District

Ryan Johnsen | Sewage Program Coordinator, EHS
35 Wildcat Way, Suite A, Kellogg, ID 83837
P: 208-415-5209
W: [Panhandlehealthdistrict.org](https://panhandlehealthdistrict.org)

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From: [Jonie Anderson](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice To Jurisdiction - Copper Basin Prairie Annexation File No. ANNX-23-3
Date: Thursday, October 5, 2023 8:57:24 AM
Attachments: [image003.png](#)

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

The Post Falls Highway District is in favor of this annexation as it is in line with the city's comprehensive plan.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Wednesday, September 20, 2023 12:54 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagabage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway

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Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kevin Ward <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice To Jurisdiction - Copper Basin Prairie Annexation File No. ANN-23-3

Good afternoon,

Please find attached the Notice to Jurisdictions for the Copper Basin Prairie Annexation that is scheduled for the Planning and Zoning meeting on October 10, 2023. The draft staff report will be on the city's website shortly.

Thank you!

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338



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

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ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Copper Basin Prairie Annexation

(File No. ANNEX-23-3)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Copper Basin Construction, Inc.**, an Idaho Corporation, with its principal place of business at P.O. Box 949, Hayden, ID 83835.

WHEREAS, Copper Basin Construction, Inc., (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property with an initial zoning designations of approximately fourteen (14) acres of High Density Multi-Family (R3) and six (6) acres of Community Commercial Services (“CCS”) per Exhibit “B”, while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The property is located north of Prairie Ave., approximately 1/3 of a mile east of the intersection of N. Greensferry Rd. and W. Prairie Ave. and is more particularly described in Exhibit “A.”

ARTICLE II: STANDARDS

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1 Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner agrees to disconnect from the temporary service and connect to and divert flows to the public system at Owner's sole cost. Any proposed alternative must not impair the City's ability to extend its sanitary sewer collection system to other properties.
- 3.2.1 Sewer Service Basin Revisions: The Owner acknowledges that the northern 10-acres of the property is approved by the City for a revision of the sewer service basin to flow southerly. In order to accomplish flows to the south, the Owner will need to complete mass grading on portions of the northern half of the property. If mass grading sufficient to divert all flows to the south cannot be achieved, those portions that cannot be serviced by gravity sewer flowing southerly will need to be developed at such time that gravity service is available from the west or the north.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing

water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.

- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.
- 3.6 Prairie Avenue Access: The Owner acknowledges that access to Prairie Avenue is restricted as part of the roadway's classification as a Principle Arterial and a Critical Arterial Corridor. Upon connection of this property, via future roadway development on adjoining lands, to Cecil Rd. or Greensferry Rd., the roadway access point on Prairie Avenue is subject to revision from full access to restricted access by the City.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide public easement along Prairie Avenue for utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of rights-of-way in a form acceptable to the City, Owner will grant public rights-of-way to the City of Post Falls along Prairie Avenue at a distance of 110 feet from the existing southern rights-of-way for Prairie Avenue.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and/or easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment,

community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion, decides.

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

ARTICLE VI. MISCELLANEOUS

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

- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

[Signature Page Follows]

CITY OF POST FALLS

Copper Basin Construction, Inc.

By: _____
Ronald G. Jacobson, Mayor

By: _____
Steve D. White, President

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

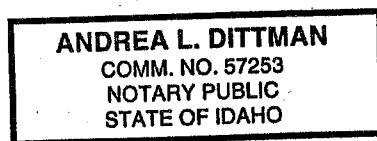
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on 11/13/23 by **Steve D. White** as the President of Copper Basin Construction, Inc, on behalf of whom the instrument was executed.



Andrea L. Dittman

Signature of notary public

(Stamp above)



**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**October 10, 2023
5:30 PM**

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

REGULAR MEETING – 5:30 PM

CALL TO ORDER

Call to Order Time 5:30 PM

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer – **Present**
Nancy Hampe – **Excused**
Kevin Ward - **Absent**

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

- a. National Porter Day
- b. World Homeless Day

AMENDMENTS TO THE AGENDA

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

None.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

None.

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Meeting Minutes 09.12.23
- b. Planning and Zoning Workshop Minutes 9/26/2023

Motion by Planning and Zoning Commissioner Walton to accept the Consent Calendar as presented.

Second by Planning and Zoning Commissioner Carey.

Ayes: Planning and Zoning Commissioner Walton, Planning and Zoning Commissioner Steffensen, Planning and Zoning Commissioner Carey, Planning and Zoning Commissioner Schlotthauer, Planning and Zoning Commissioner Kimball

Motion Carried

2. CITIZEN ISSUES

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

None.

3. UNFINISHED / OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

ACTION ITEMS:

None.

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

Staff Report

Jon Manley, Planning Manager: The owner of this property is Copper Basin Construction with the applicant being Drew Dittman of Lake City Engineering. This notification did meet the requirements. There was a small typo in the notice where it referenced Single Family R1. The district, description, and mapping were correct, and it met all the elements for the notification. I did confirm with legal on this before proceeding. They are looking for a recommendation for a

High Density Multi Family R3 zoning district on approximately 14 acres with the remaining acres being zoned Community Commercial Services. The property is located north of Prairie Avenue approximately 1/3 of a mile east of the intersection of N. Greensferry Road and W. Prairie Avenue about 2/3 of a mile to HWY 41. Currently it is vacant and undeveloped. It is on the Rathdrum Prairie aquifer. The water service provider would be the Ross Point water district with wastewater being provided by the City of Post Falls. To the north and east is vacant undeveloped land that is a TM Zone Technology mix zone. To the west, currently the 5 acre lots and 10 acre lots at that location have been annexed recently as the Joseph Family Trust File No. ANNX-22-7. South there is a commercial mix zone. Zoning review criteria were presented.

Steffensen: Do we know how much R3 is under construction or is approved right now? And of the stuff that is ready to be lived in, do you know the vacancy rate?

Manley: Last I heard the vacancy rate for R3 was less than 2%. I do know that of the R3 we have, the predominant nature of most has been built out. We do have some Special Use elements; Amelia Apartments phase one is complete. They're going to go on to Phase 2 soon. Then they have the east part of Phase 2 of Amelia Apartments, which was done through a Special use Permit. Highway 41, Tullamore, has a future multi-family site they'll be going south of the new school. North Place East that was approved for some multi-families at some future date. Later than 15-20 years from now, they'll have that phase, maybe shorter. Montrose, you know how long Montrose has been here. They have sections that were approved for multi-family north of the bowling alley they've never developed. Sometimes you get these master plans. They're approved for, but 20-25 years later, you may not see that.

Steffensen: With Tech Park, knowing that there are some high-density residential there, has there been any indication of Tech Park as far as the commercial side of it and jobs, any movement there?

Manley: There have been some preliminary discussions. Now we're looking at the appropriate means of servicing the sewer for that project so we can get through that aspect of it allowing the developer to go through a construction plan approval to lead to a subdivision plan and plat approval. I do not know the timing of that. I've not heard at this time a preliminary schedule. The owner of this is the same owner that would likely be developing the bulk of the multifamily to the north and east. That would allow for the opportunity for that to look like a common project. The advantage of that is that we have open space requirements for multi-family, we have so many square feet per unit, so it brings an opportunity to get more shared spaces potentially and meet some of those requirements for quality-of-life elements.

Applicant

Drew Dittman, Lake City Engineering: 20-acre annexation north of Prairie between Greensferry and Highway 41. Copper Basin Construction, the owner, owns the two parcels to the north and the northeast of Tech Park. That is where the multi-family component of the Tech Park is going to go. By annexing this in and getting the R3 zone allows us to do a bigger project and gives us more open space, it's more continuous with the uses that are there. A commercial to the west is an industrial commercial at the intersection of Greensferry, so it seems like a good fit for the uses surrounding it. It is conformant with the future land use map; it's designated transitional, which defers you to the focus areas. Highway 41 north is commercial, with provisions for multi-family and commercial uses adjacent to higher-classification roadways. Prairie Avenue is a principal arterial, so it's a much higher classified road. The creation of backage roads to help alleviate some of that traffic. We're asking R3 for the northern 2/3, CCS for the southern 1/3. We've been working with the property owners to the west where the commercial access road is going to go about 330 feet north of Prairie. You'll see a parallel backage commercial access road that will run parallel to Prairie Avenue. That made a defining point for us about zoning. Provisions for

commercial uses along arterials and collectors, Prairie Avenue is that arterial road. Goals and policies of the comp plan, goal #2 is about maintaining and improving the provision of high quality, affordable and efficient community services in Post Falls. This is in conformance with the future land use map. There are utilities in place to service sewers. This project would mesh well with the surrounding uses with approved multi-family already to the north and the northeast. It will provide additional housing options as well as commercial uses near those housing uses. Policy #20 in the comp plan talks about the location of multi-family development in areas that have great access, to help buffer higher and lower intensity development. So again, you've got mini-storage purposed to the west, some commercial and industrial proposed at the corner of Greensferry and Prairie and then, multi-family units already approved to the north and east so this seems to make sense there. Policy #27 works to improve street connectivity in all areas, improving walkability, health, safety, and transportation efficiency. The back road goes in and the split zoning. Jon talked about the Prairie Trail and when we do develop multi-family we'll have trail connections going from the north to that trail. Zoning #3, demonstrable adverse impacts. There are no known adverse impacts on the agencies that are affected per the letters in the file. There are two purpose conditions, water rights and right of way dedication. Both are acceptable to the applicant.

Carey: Did you say you are planning the plans to develop this piece along with the other R3 that's already been approved?

Dittman: Yes, it's the same owner, there are two parcels, about 44 acres that Copper Basin owns, as well as this piece.

Carey: It will just be all together.

Dittman: We don't have any kind of plan for it yet, but it will be developed as one project.

Carey: Thank you.

Steffensen: So really the timing hasn't been determined at this point. You're just trying to get everything situated.

Dittman: Trying to get everything situated, like I said. It seems appropriate. The property to the west just recently got annexed. We're a county island. Before we get too far in planning the parcels that we already have annexed, it would make sense that we try to get this in so that we can create that larger uniform project.

Public Testimony:

In Favor: None

Neutral: None

Opposed: One

James Van Trout, Post Falls (not wishing to speak)

Opposed:

A lifelong resident of Post Falls shared their experience of graduating from the local high school in 1997. They mentioned that the current high school was built the following year and that their daughter now attends the overcrowded school. The resident expressed concern that the dense population of the building is detrimental to the community's future and emphasized the need for infrastructure improvements to support a better community.

Rebuttal

Dittman: Chairman, you asked about the vacancy rate in apartments. I was talking to my client about this today. Copper Basin owns lots of apartments in Post Falls, Coeur d'Alene, Spokane Valley, and the Spokane area. They have a vacancy rate of between 3% and 4% currently. And that's not even vacancy, that's the turnover rate. Someone moves out of an apartment project to

move into another one, a unit sits empty for a month while they clean it, paint it, do whatever before somebody comes in. I represent a lot of clients that own apartments and I'm seeing that across the board currently. Vacancy rates are still very low for multifamily projects.

Public Hearing closed at 6:02 PM

Review Criteria:

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

Walton: It appears as though it is.

Carey: Yeah, it's right along with everything else that's zoned around it so it fits right in there.

Kimball: I see this as an area. If you were to look at the map and take the entire square mile, the entire section and look at anything other than what's being purposed it would probably be a mistake because of the uses around it. We've got commercial, tech, multi-family, all those higher intensity uses in this area and although they're not developed right now, they're not currently under construction or developed to that point, they are currently zoned for that with plans to move forward.

Field Herrington, Legal Director: On that first one could you just talk a little bit of what the focus area is and what that focus area is in that focus area.

Kimball: It's the Highway 41 Corridor focus area as well as the transitional designation. The transitional designation generally says that look at the surrounding land zoning uses and should generally fall in line with those. The Highway 41 Focus Area is about having commercial and higher intensity uses within that corridor. It is about multifamily and commercial businesses being appropriate in that corridor. All those things are met with this proposal.

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

Herrington: This is what goals and policies do you think are relevant and what facts in the record support or go against that?

Kimball: There are goals and policies surrounding keeping a mix of housing types. Obviously, there is a low vacancy rate for multi-family right now and a very high demand for that. This would go towards satisfying that goal.

Steffensen: Future land use, so we talked about compatibility with the surrounding land areas. The zoning request for this one is going to match what's around it. We talked about infrastructure for that area and then the traffic pattern. There's been lots of improvements, obviously 41 and then Prairie in that area and we'll continue to have improvements as things are developed over there.

Kimball: There's also policy 9 which encourages annexation of county islands, prioritizing those, encouraging compatible infield development. It's not necessarily infield but it is filling in a hole of county zoning inside the city. It does help with Policy 33 with implementing the transportation master plan by dedicating right of way to Prairie Avenue, which is a principal arterial and a very important part of our transportation masterplan.

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

Kimball: There's been no testimony that demonstrates any adverse impact nor any of the letters from the agencies brought up any adverse impact.

Steffensen: There are 25 agencies and of the ones that did respond nothing was outlined and no public testimony, so I think that's good.

Deliberation:

Steffensen: From a zoning perspective specifically, I think it makes sense. Hopefully, we can get

some more businesses in there. Some people are against R3 but we do need a variety of housing, so this one just happens to be R3, sounds like our vacancy rates are very low. The City's going to continue to grow and we have got to do it smartly. Hopefully, we can get a variety of housing here.

Motion by Planning and Zoning Commissioner Carey to Approve the Copper Basin Prairie Annexation File No ANNX-23-3 finding that it meets the approval criteria of the Post Falls Municipal Code as outlined in our deliberation and staff to prepare a recommendation to City Council with zoning of mixed high-density multi-family and CCS with the inclusion of items one and two recommended and noted in the staff report.

Second - Kimball.

Schlotthauer - Aye, Steffensen - Aye, Kimball - Aye, Walton - Aye, Carey - Aye

Motion Carried

b. DeAtley Annexation ANNX-23-1

Public Hearing Opened at 6:11 pm

Staff Report

Ethan Porter, Associate Planner: Presenting the DeAtley Annexation Case File No ANNX-23-1. The owner of the project site is Matt DeAtley with Eucon Corporation. The applicant is Devon Mecham, here to present on their behalf. The requested actions are for a zoning designation of Community Commercial Services, CCS, on approximately 5 acres as part of an annexation request into the City of Post Falls. The subject site is located on the northeast corner of W. Seltice Way and N. Pleasant View Road. It goes across Seltice Way right of way, that is extra annexed area that was not initially incorporated into the city, so that is included with this request. Currently, the land is vacant and not developed. The site is above the Rathdrum Prairie Aquifer, water and wastewater are provided by the City of Post Falls. North of the subject area there's a railroad right of way and vacant industrial land. West across Pleasant View Road is commercial property that is undeveloped. Further west is industrial. Far West Steel is being developed currently. South across Seltice Way is commercial zoning. Currently, a commercial business that purchased it is operating out of it now. They have an approved site plan. East is Boulder Park Commercial subdivision. There are commercial lots there. Zoning review criteria were presented.

Schlotthauer: When did the property to the north annex in?

Porter: With the Pleasant View North Annexation, I believe, were multiple properties all the way up north.

Kimball: It went almost about half a mile north of Prairie.

Porter: Just before the roundabout, I believe.

Schlotthauer: Has there been any movement on that as far as city services or anything moving in there?

Porter: Yes, the engineering department has commented on it. There's been further discussions of improvements by bringing sewers in and looking at that aspect. Annexing this would potentially get you closer to moving north. They would have to provide services most likely as it develops from the south to the north of the property.

Schlotthauer: I would be interested to hear what Rob has to say about that.

Rob Palus, Assistant City Engineer: In terms of the utilities going up the Pleasant View Corridor from a force main design standpoint and water are partially designed at this point. They are not completed; we're waiting for more development to move forward. There are a couple of potential

Steffensen: This has a lot of good things in it, it's in that urban renewal district as it gets developed and that whole area gets developed. Pleasant View will be able to have a lot more services, will be able to go north, the roads will get wider, bigger, sidewalks, more connections.

Kimball: If I'm not mistaken, it is not in the Urban Renewal District, it's adjacent. It's not in the district because it was not annexed into the city at that time.

Manley: I'll ask Bob, the right of way is in the urban renewal but not the property itself.

Palus: Correct.

Kimball: Which is also a benefit to the city.

Motion by Planning and Zoning Commissioner Carey to Recommend approval to the City Council of the DeAtley Annexation File No ANNEX-23-1 with the zoning recommendation of CCS with the inclusion of items noted in the Staff Report.

Second by Walton.

Carey - Aye, Kimball - Aye, Walton - Aye, Schlotthauer - Aye, Steffensen - Aye

Motion Carried

5. ADMINISTRATIVE / STAFF REPORTS

None.

6. COMMISSION COMMENT

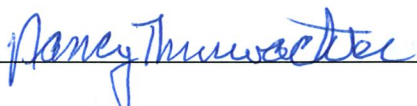
None.

7. ADJOURNMENT

Meeting Adjourned at 6:32 PM

Date: 11/14/23

Chair: 

Attest: 

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen Vice Chair: Ray Kimball
Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Kevin Ward, Kibbee Walton

**Copper Basin
File No. ANNEX-23-3**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Drew Dittman of Lake City Engineering, Inc.

LOCATION: The property is located north of Prairie Ave., approximately 1/3 of a mile east of the intersection of N. Greensferry Rd. and W. Prairie Ave.

REQUEST: Zoning recommendation of a mix of High-Density Multi-Family (R3) and Community Commercial Services (CCS) on approximately 20 acres, as depicted in Figure 1 of Exhibit A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Authorization Letter
5. A-5 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFSD Comments
10. PA-2 KCFR Comments
11. PA-3 PHD Comments
12. PA-4 PFHD Comments
13. PZ Staff Report
14. Testimony at the October 10, 2023, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the October 10, 2023 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Jon Manley, Planning Manager

Mr. Manley presented the staff report. He testified that the applicant sought a recommendation for an initial zoning designation of High-Density Multi-Family (R-3) on approximately 14 acres and Community Commercial Services (CCS) on approximately 20 acres upon the annexation into the city of Post Falls. He illustrated that the subject property is found north of Prairie Ave between Greensferry and Cecil Rd and about 2/3 of a mile west of Highway 41.

Mr. Manley testified that the current land use is an undeveloped county lot, and the only natural

characteristic or feature is that it is on the Rathdrum Prairie Aquifer. He testified that Ross Point Water District would supply the water service, and the city of Post Falls would supply the wastewater service.

Mr. Manley discussed the surrounding uses to the north and east of the proposed site. He mentioned a vacant undeveloped lot that is part of the technology mix zone and is intended to be all multifamily within the current plan for the site. To the east of Cecil Road, the area is more of a job creation industrial mix of commercial-type uses. He also mentioned the recent annexation of the Joseph Family Trust, which has a mix of zones restricted to doing more storage-type uses. To the south of the proposed site, there is a commercial mix zone, which intends to do mixed use of some commercial industrial flex type uses. Additionally, there is a commercial industrial recreational building adjacent to Prairie Avenue.

Mr. Manley provided testimony regarding the proposed development site located outside the city, which is identified as transitional on the future land use map. He explained how the comprehensive plan led to zoning assignments for commercial areas, such as the identified commercial node highlighted on the map. Mr. Manley also discussed the guiding principles for the 41 North focus area, including the anticipated population growth and provisions for commercial and tech uses near higher classified roadways. He emphasized the importance of pedestrian connectivity to multi-use paths and trails, including the Prairie Trail, which will be connected through the reference tech park in the future. Additionally, Mr. Manley highlighted the focus on commercial uses along arterial collector streets where traffic volumes exceed 4,000 vehicles, such as Prairie Avenue.

Mr. Manley provided a review of the criteria for the comprehensive plan. He highlighted four goals, which included growing and sustaining a balanced economy for Post Falls, improving the transportation network, establishing land uses to support community needs and long-term sustainability, and ensuring fiscal health. He emphasized the importance of these goals in promoting community prosperity and physical health, as well as achieving the plan's objectives.

Mr. Manley discussed the importance of implementing policies that maintain and enhance the community level of service and foster long-term physical health. He emphasized the need for zoning assignments and designations that support walkable and connected communities with compatible land uses. Mr. Manley stressed the importance of meeting the comp plan and assigning the right zoning to maintain and enhance residential quality of life. He also highlighted the future job creation potential in the area and the need for compatible uses in the general vicinity. Mr. Manley discussed the elements of Policy 2, including applying and revising zoning designations based on factors such as compatibility of surrounding land uses, infrastructure and service plans, and existing and future traffic patterns. He noted that there are options for different basins depending on sewer studies and highlighted the ability to service the site.

Mr. Manley provided a report on the traffic patterns of the site and the benefits of annexation. He noted that annexation would provide additional right of way to address sidewalk drainage utility easements and comply with City design standards. He emphasized the importance of the main access point from the south and the need for additional East-West connectors that would complement and tie into future development. Mr. Manley also discussed the policies that support annexations, such as encouraging infill development and County islands, and highlighted the benefits of annexations, such as getting the necessary right of way for compatible infrastructure and utilities corridors needed to meet the long-term vision for the community.

Mr. Manley discussed the third criterion of the proposed zoning district, which involves assessing whether it would negatively affect the delivery of public services. He emphasized the importance of receiving input from other agencies to determine if there are any concerns in this regard. Mr. Manley provided a list of agencies that were contacted and their responses, including the School District remaining neutral and the Highway District being in favor. Overall, there was no evidence of a demonstrable adverse impact on public services.

Mr. Manley reported that the vacancy rate for R3 was less than 2% and that most of the R3 properties

have already been built out. He did mention some Special Use elements, such as the completion of Phase 1 of Amelia Apartments and the upcoming Phase 2. Additionally, a future multi-family site is planned south of the new school on Highway 41 in Tullamore. Mr. Manley also noted that North Place East was approved for some multi-family at a future date, but it may be 15-20 years or more before that phase is completed. Finally, he mentioned that Montrose has sections approved for multi-family development north of the bowling alley that have not yet been developed and that sometimes master plans are approved but not realized for 20-25 years later.

Drew Dittman, Applicant

Mr. Dittman discussed a 20 acre annexation north of prairie between Greensferry and Highway 41. He explained that they had previously received unanimous approval from the Commission but City Council was not ready to Annex it at that time. Now, they are back because they are completely surrounded by Annexed property and the highway is complete. Mr. Dittman believes it is the appropriate time to annex the property.

Mr. Dittman testified that the owner of Copper Basin Construction owns two parcels of land to the north and northeast that are part of the Tech Park where the multifamily component of the project will be located. By annexing this land and obtaining the R3 Zone, they can create a larger project with more open space and better continuity with the surrounding commercial and industrial uses. Mr. Dittman also confirmed that the zoning request is in compliance with the future land use map and the goals and policies of the comprehensive plan. He further explained that they are asking for R3 zoning for the northern two-thirds of the property and CCS zoning for the southern third, which will include a commercial access road parallel to Prairie Avenue.

Mr. Dittman discussed the benefits of a proposed project that would provide additional housing and commercial options in close proximity to existing multi-family developments. He highlighted the policy in the comp plan that supports such developments in areas with great access and discussed how the project would be compatible with existing uses. He also emphasized the importance of improving street connectivity and walkability. Mr. Dittman noted that there were no known adverse impacts and that several agencies had provided letters in support of the project.

At the hearing, Mr. Dittman presented two proposed conditions related to water rights and Right of Way dedication, both of which were acceptable to the applicant. He confirmed that the plan was to develop this piece along with another R3 that had already been approved, as both parcels are owned by Copper Basin. The timing of the development has not been determined, but it would be developed as one project with the recently annexed property to the West. Mr. Dittman suggested that it made sense to get this piece annexed before proceeding further with planning the existing parcels.

Public Testimony:

The hearing was opened for public testimony.

James Van Trout

A lifelong resident of Post Falls shared their experience of graduating from the local high school in 1997. They mentioned that the current high school was built the following year and that their daughter now attends the overcrowded school. The resident expressed concern that the dense population of the building is detrimental to the community's future and emphasized the need for infrastructure improvements to support a better community.

Rebuttal:

Drew Dittman, Applicant

Mr. Dittman testified that vacancy rates for multifamily apartments are currently very low, with turnover

rates between 3% and 4%. He noted that even when a unit becomes empty, it may sit unoccupied for a month while it is cleaned and prepared for the next tenant. This trend is consistent across the Post Falls, Coeur d'Alene, Spokane Valley, and Spokane areas, where many apartment projects are owned by companies such as Copper Basin.

Deliberations: After the public hearing was complete, the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code sections 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The applicant has requested initial zoning of a Mix of High-Density Multi-Family (R-3) and Community Commercial Services (CCS) on approximately 20 total acres upon annexing into the city of Post Falls. The Future Land Use Map designates this area as Transitional and inside the 41 North focus area.

After carefully considering the evidence and testimony provided at the hearing, the Commission has determined that the proposed development is appropriate for the 41 North focus area and is in line with the surrounding land zoning uses. The transitional designation of the area supports the proposed commercial and higher-intensity uses, and the presence of commercial, tech, and multi-family developments in the vicinity further reinforces the suitability of the proposal. Therefore, the Commission finds the development proposal, as presented, is consistent with the Future Land Use Map and Focus Area.

C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

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

Goals:

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

There are goals and policies surrounding keeping a mix of housing types. Obviously, there is a low vacancy rate for multi-family right now and a very high demand for that. This would go towards satisfying that goal. This proposal supports an allocation of land use types, parks features, or other areas to support the community's needs and foster the City's long-term sustainability by growing the local economy.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Impact Fees are paid at the time of permit issuance to aid in maintaining the community levels of service.

- Foster the long-term fiscal health of the community;

Supplying the opportunities for creating a variety of additional housing and service,

retail, and office in the Community Commercial Services (CCS), such as this proposal provides, furthers the establishment of residential housing near commercial uses to create sustainable and independent living communities. The interaction between these uses increases their value and helps contribute to the community's long-term fiscal health.

- Maintain and enhance resident quality of life;

Based on our analysis of the surrounding development areas and open space requirements, the Commission recommends that the multi-family housing development in question establish trail connectivity to potential employment areas and the future Prairie Trail. This will not only enhance the quality of life for residents in the area but also provide increased accessibility to nearby amenities and promote a sustainable community.

- Promote compatible, well-designed development;

The Commission recommends that any proposed development must adhere to the City's design standards as outlined in the PPMC for both Commercial and Multi-Family projects. These standards will be enforced through the site plan review process.

- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.

After careful review by City staff, any potential impacts on transportation and sewer capacity have been identified and addressed through the public hearing process and land use action proposals. The city is committed to ensuring compliance with relevant agreements and city processes to ensure a safe and sustainable environment for our community.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

This is addressed by the first review criteria of this recommendation.

- Compatibility with surrounding land uses;

Based on the evidence presented in the record, it can be concluded that the proposed development pattern for the site is compatible with the surrounding uses. The surrounding areas to the north and east consist of a mix of multifamily and job creation industrial commercial-type uses, while the south has a commercial mix zone for mixed use of commercial and industrial flex-type uses. Additionally, the recent annexation of the Joseph Family Trust has a mix of zones restricted to storage-type uses, and there is also a commercial industrial recreational building adjacent to Prairie Avenue. The Commission has taken into account all surrounding uses and finds that the proposed development pattern is in line with the current plan for the site and compatible with the surrounding uses.

- Infrastructure and service plans;

After careful examination of the evidence in the record, the Commission finds that the requested zoning for the property is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The site is located within two separate sewer service basins, but a significant portion of the development could be accommodated within the southern service basin. The Commission notes that the City of Post Falls has identified a buildout capacity project downstream of the site, near the intersection of Greensferry Rd / Poleline Ave, but the timing of implementation would be dependent on the annexation and

development of the remaining 85 acres within the upstream area of the impacted pipe. The Commission recommends that the City continue to monitor the identified pipe for actual implementation of the project. The Commission also finds that the property is not subject to any Local Improvement Districts, Subsequent User Agreements, or Sewer Surcharges. Finally, the Commission notes that water service for the site will be provided by the Ross Point Water Association. Based on this evidence, the Commission concludes that the City has the capacity to provide service and is willing to serve the property at the requested density, but reminds the parties that existing capacity is not a guarantee of future service.

- Existing and future traffic patterns.

The property is adjacent to Prairie Avenue, a classified Principal Arterial roadway and Critical Arterial. Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility easement, complying with adopted City Design Standards:

Excepting an emergency vehicle access point, site access to or from Prairie Avenue will be restricted to Lynn St. Upon development of other access points from the site to adjoining properties and establishing routing to Greensferry Rd. or Cecil Rd., Lynn St. Access will be reconfigured as a ¾-turn restriction (no left turns from the site onto Prairie Ave. or crossing movements of Prairie Ave.). Lynn St. access conversions would be completed as part of City improvements to Prairie Ave (CIP project M-R216A).

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.

The response to this is embedded within the analysis within this section.

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

The Commission finds that the site is currently surrounded by incorporated City and is a County “island”.

The City of Post Falls is the purveyor of Sanitary Sewer, and Ross Point Water will be the water purveyor. Sanitary sewer infrastructure is located at the property's southern boundary. The City has capacity and is willing to provide service to the site. Utilities would need to be extended within the site with any future subdivision. The Commission finds that they have readily available service infrastructure and capacity.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The Commission finds that political subdivisions were notified, and the city received several written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-23-3, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for a mix of High-Density Multi-Family (R-3) and Community Commercial Services (CCS) on 20 acres as presented upon successful annexation of the property.

11/14/23
Date

James Arlt
Chairman

Dorey Thumacher
Attest

NOTICE OF RIGHTS:

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

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

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

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

Nancy Thurwachter

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Thursday, November 2, 2023 2:14 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - Copper Basin-Prairie File No. ANNX-23-3

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

Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, November 2, 2023 8:40 AM
To: Ali Marenau <AMarienu@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; mbrantl@postfallspolice.gov; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>;

PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <reporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>
Subject: Notice to Jurisdiction - Copper Basin-Prairie File No. ANNX-23-3

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Good morning,

Please find attached the Notice to Jurisdictions for the Copper Basin-Prairie Annexation that is scheduled for the City Council meeting on November 21, 2023. The draft staff report will be on the city's website shortly.

Nancy Thurwachter
Planning Administrative Specialist
408 N. Spokane Street
Post Falls, ID 83854
(208) 457-3338



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Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, November 6, 2023 7:10 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - Copper Basin-Prairie File No. ANNX-23-3

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The Post Falls Highway District is in favor of this annexation as it is in line with the city's comprehensive plan.



Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, November 2, 2023 8:40 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan

<pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>

Cc: Bill Melvin <bmelvin@postfalls.gov>; David Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jonathon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdiction - Copper Basin-Prairie File No. ANNX-23-3

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Nancy Thurwachter
Planning Administrative Specialist
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Nancy Thurwachter

From: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Sent: Tuesday, November 7, 2023 11:01 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdiction - Copper Basin-Prairie File No. ANNX-23-3

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PHD has no comment. PHD has no jurisdiction if wastewater a parcel creates goes to a municipal sewer system. Any commercial or industrial facilities must submit commercial/industrial application to PHD for chemical storage and handling.



Public Health
Prevent. Promote. Protect.

Panhandle Health District

Ryan Johnsen | Sewage Program Coordinator, EHS
35 Wildcat Way, Suite A, Kellogg, ID 83837
P: 208-415-5209
W: Panhandlehealthdistrict.org

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From: Kristen Rondo <krondo@phd1.idaho.gov>
Sent: Friday, November 3, 2023 7:23 AM
To: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Subject: FW: Notice to Jurisdiction - Copper Basin-Prairie File No. ANNX-23-3

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, November 2, 2023 8:40 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo

<kronde@phd1.idaho.gov>; Kristie May <Kristie.May@deg.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aec.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Michael Lindsey <MLindsey@hbkengineering.com>; EHApplications <EHApplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>

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Subject: Notice to Jurisdiction - Copper Basin-Prairie File No. ANNX-23-3

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Nancy Thurwachter
Planning Administrative Specialist
[408 N. Spokane Street](#)
[Post Falls, ID 83854](#)
(208) 457-3338



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CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/21/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: Water Reclamation Facility Tertiary Treatment Project - Change Order #66 with Sletten Construction

ITEM AND RECOMMENDED ACTION:

City Council approves the change order adjusting the schedule and for cost escalation with Sletten Construction and authorizes the Mayor to sign the change order.

DISCUSSION:

Introduction: The Water Reclamation Facility is in the final construction phase of a decade-long compliance schedule with EPA and IDEQ to meet new phosphorus limits as part of the city's permit to return reclaimed water to the Spokane River. The first phase of upgrades to meet these limits were installed from 2014-2016; those upgrades were followed by a year-long pilot study and then the design of the current construction project. Bids were obtained and opened for the construction project in May of 2020.

Change Order Summary: The current change order addresses the impacts of several challenges experienced over the past three years. Specifically, the change order provides additional contractual time for the contractor to complete the project and compensates the contractor for a portion of the cost increases resulting from the drawn-out construction. The change order also provides reimbursement to the contractor for documented cases of materials cost escalation beyond what was reasonably expected under the original contract.

The time extension strives to balance meeting our compliance schedule deadlines and solidifying reasonable and fair expectations for various elements of the project to be completed. The extension creates a new milestone in addition to extending the final completion date for the contract. This milestone provides assurance to the city as to when the majority of the project will be completed and allows flexibility for the contractor to complete startup of the membrane system under realistic timeframes.

Compensation for escalation in materials pricing makes up \$669,049.09 of the change order. This represents the contractor's documented cost increases from suppliers for various project elements, and the backup correspondence is attached. There have been several prior adjustments for individual suppliers to be compensated for increased costs. In total, if this change order is approved, the city will pay a total of \$1.05M in escalation. The change order stipulates this covers all escalation which is known or should be known at this time. Most procurements are completed, so it is unlikely significant items remain. This represents approximately a 6.3% increase from the bid values of the materials and a 2.8% change in the contract value regarding escalation. Considering inflation over the past three years well exceeds either number, the contractor has done a reasonable job of avoiding unnecessary price escalations on the majority of the project.

The rest of the price adjustment, approximately \$1.7M, provides compensation for the extended project duration based on a share of the contractor's overhead costs. The contractor documented these costs

at around \$9,500 per day. The total extension is for 488 days. At the rate of \$9,500 per day, the additional compensation would cover the overhead for nearly 180 days, or about 37% of the time extension. The reduced amount reflects a negotiated settlement between the contractor and city staff, attempting to balance the proper responsibility for these increased costs between parties.

Rationale: The city strives to be a good business partner with our contractors and other vendors. This means negotiating fair adjustments when extenuating circumstances arise during projects. The events of the last three years, including the pandemic and supply chain disruption due to the Ukraine war, certainly qualify as extenuating circumstances. Overall, this adjustment provides fair compensation to the contractor for real additional difficulties. The adjustment is also fair to our ratepayers as we are obtaining a new facility during this difficult time period with an adjustment of approximately 6% of the total contract value. Had we bid the project later, the approximate cost increase would likely have been 20% greater.

This adjustment also allows a number of past challenges and disagreements to be resolved and for the project to move into the startup phase with a renewed set of clear expectations from all parties. This includes both unresolved time elements of past change orders and other items which have come up in the two-plus years the project has been underway.

Recommendation: Staff recommend approving this change order. The contractor has done a reasonable job at controlling cost escalation on this project and the city strives to be a good business partner when costs increase beyond the control of a contractor. The negotiated schedule extension provides new deadlines, adjusts compensation to avoid future disputes, and provides clarity for all parties going forward.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This project has been in progress since 2018. Below are the most recent items:
Amendment to Allwest Contract for Schedule Extension – 6/6/2023
Change Order with Sletten for Membrane Filtration Equipment Costs – 4/2/2023
Amendment to J-U-B Contract for Schedule Extension – 12/6/2022
Amendment to PAC Contract for Schedule Extension – 12/6/2022
Amendment to Allwest Contract for Schedule Extension – 9/6/2022
Change Order with Sletten for FRP Tank Costs – 8/9/2022
Change Order with Sletten to Add Backup Generators – 4/5/2022

APPROVED OR DIRECTION GIVEN:

Prior items were approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The total cost of this change order is \$2,378,520.00. The increased costs for the project will be funded from the Water Reclamation Facility Capital Fund. Due to growth related revenue exceeding project costs and to delays in other projects under the current financial plan, neither rate increases or substantial delays in other projects are anticipated to result from this change.

BUDGET CODE:

651-463.3213.90015

ATTACHMENTS:

1. Signed Change Order 66
2. Attachment 1 - Schedule CO Language
3. Attachment 2 - Cost Escalation Documentation

Change Order

No. 066

Date of Issuance: 11/15/2023

Effective Date: 11/15/2023

Project: WRF Tertiary Treatment Improvements	Owner: City of Post Falls	Owner's Contract No.:
Contract: WRF Tertiary Treatment Improvements		Date of Contract: August 13, 2020
Contractor: Sletten Construction Companies		Engineer's Project No.: 20-18-024

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Please reference the following attachments:

- Attachment 1 – Schedule and Cost Change Documentation
- Attachment 2 – Cost Escalation Documentation

This Change Order is executed per General Conditions section 12.01.B.3.

Note: The City intends to pay for this Change Order with City Reserve Funding and does not intend to seek IDEQ SRF Loan Reimbursement for this Change Order.

Attachments (list documents supporting change):

- Attachment 1 – Schedule and Cost Change Documentation
- Attachment 2 – Cost Escalation Documentation

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$36,645,000.00

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 065:

\$1,103,254.22

Contract Price prior to this Change Order:

\$37,748,254.22

[Increase] ~~[Decrease]~~ of this Change Order:

\$2,378,520.00

Contract Price incorporating this Change Order:

\$40,126,774.22

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 750 _____

Ready for final payment (days or date): 780 _____

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 065:

Substantial completion (days): 23 _____

Ready for final payment (days): 23 _____

Contract Times prior to this Change Order:

Substantial completion (days ~~or date~~): 773 _____

Ready for final payment (days ~~or date~~): 803 _____

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days ~~or date~~): 488 _____

Ready for final payment (days ~~or date~~): 518 _____

Contract Times with all approved Change Orders:

Substantial completion (days ~~or date~~): 1,261 _____

Ready for final payment (days ~~or date~~): 1,291 _____

PREPARED BY:

ACCEPTED:

ACCEPTED:

By: R. Michael Conn

Engineer (Authorized Signature)

By: _____

Owner (Authorized Signature)

By: Paul Miller

Contractor (Authorized Signature)

Name: Ruel Michael Conn

Print Name

Date: 11/15/2023

Name: _____

Print Name

Date: _____

Name: Paul Robinson

Print Name

Date: 11/16/23

Approved by Funding Agency (if applicable):

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment 1

Schedule Adjustment and Overhead

On October 25, 2022, Sletten requested a 308-day schedule extension for supply chain issues and other market volatility resulting from the COVID-19 pandemic and for lead times for items in Change Order 36. In this letter, Sletten reserved the right for extended duration costs. The City preferred to include those costs in a negotiated change order and was amenable to the 308 day extension. Subsequent discussions have carried forward to this point. During those discussions, Sletten presented additional factors as contributing to the delay in a narrative sent on July 5, 2023. and June 30, 2023. These combined factors, and others not specifically stated, have increased the delay to 488 days.

Escalation

Sletten has also requested payment for documented materials cost escalation over the duration of the project. While this has been an ongoing discussion item since 2021, the request was finalized on April 30, 2023 and amended on July 20, 2023.

Terms

Negotiation on these two items has resulted in the following mutually agreeable terms:

- Completion Milestone 1: By Dec 29, 2023 (308+120) the Contractor shall reach Substantial Completion for the Work, except for the Membrane Filtration System. By this milestone, the Membrane Filtration System shall have achieved Notice of Initial Acceptance Testing as defined by Section 11600. This leaves training and 30-day Final Acceptance Testing remaining for the MF System to be completed by the Overall Substantial Completion Date.
- Revised Overall Substantial Completion Date: February 27, 2024 (308+180), which provides 60 days for the 30-day Final Acceptance Test and 30 days to remedy any issues, with the entire 60-day period for Owner training.
- Upon Achieving Substantial Completion, Contractor shall have 30 days to achieve Final Completion as defined in the General Conditions and the Agreement.
- Milestones are subject to the same Liquidated Damages as Substantial Completion under paragraph 4.03 of the Agreement.
- The contract price will be adjusted to add \$2,378,520, intended to be paid at next application for payment upon execution of this Change Order
 - This price adjustment includes \$669,049.09, reflecting full payment for the requested materials cost escalation with one exception:
 - Consistent with other adjustments, no profit markup will be paid on the request from subcontractor TRM Services from July 2023.
 - The remaining adjustment compensates Sletten for all overhead costs incurred as a result of project delays.
- This is the complete adjustment for all delays through the date of this Change Order, including but not limited to, delays related to pandemic/supply chain issues, inflation, and all factors discussed in Sletten's July 5, 2023 and June 30, 2023 narrative (labeled RE: 408 Settlement Discussions).
- This serves as the final adjustment for overhead related to all project delays, with the following exception:
 - The City will pay Sletten's documented overhead costs if the project extends beyond the revised time limits as a direct result of additional procurement delay of the generators,

automatic transfer switch and/or the UV motor control center. Appropriate documentation of the delay will be required.

- The City agrees to allow alternative sequences for wire pulling provided quality control testing and code compliance are maintained.
- This serves as the final adjustment for all materials cost escalation which is known, is of record, or should be known at the time the Change Order is executed by the City.
- This serves as the final schedule adjustment for any outstanding elements of Work documented prior to the effective date of this Change Order, including but not limited to:
 - Change Orders (COs) 1 through 65
 - Field Orders (FOs) and Change Proposal Requests (CPRs) issued prior to July 1, 2023
 - Requests for Information (RFIs) for which responses were issued prior to July 1, 2023 except RFIs 159, 194, 201, and 202. The need for any schedule adjustment related to these RFIs has not yet been determined.

Attachment 2



July 20, 2023

Addressed To:
Andrew Arbin
City of Post Falls Idaho
408 N Spokane Street
Post Falls, ID 83854

Re: Post Falls WRF Tertiary Treatment Improvements

Subject: Current Market Conditions – HVAC FRP Ductwork

Andrew:

The purpose of this letter is to inform you of one additional unfortunate product impacted by escalation. We have received the attached change order for the FRP ductwork for use in the chemical room in MF1 from our subcontractor TRM. Sletten has also included an updated summary table which has been provided previously to reflect this scope.

Sletten did request additional backup from our subcontractor to include with this request. The attached increase totals \$79,810.46 with subcontractor markup and \$69,400.40 without any markup.

I did to propose looking into an alternative material for this duct construction at this location in an attempt to mitigate some of the costs associated with the FRP increases by going to a metallic duct with Mike Conn on 7/19/2023 but due to the environment it did not seem to be a viable option.

Sletten would like to discuss this with you in an attempt to help our subcontractor mitigate some of the damaging costs incurred due to the volatility in the market.

If you have any questions or comments, feel free to contact me directly at 406-454-6405 or kblunn@sletteninc.com.

Sincerely,
Sletten Construction

A handwritten signature in blue ink, appearing to read "K Blunn".

Kyle Blunn

Line #	Description	Responsibility	Orig Contract Value	Adder/Credit	Cost	Reason	Notice	Approval Status
1	Electrical Commercial Impracticability	Colvico	\$ 4,999,067.00	Adder	\$ 95,000.00	Market Conditions	Letter Dated 6/24/21	Approved
2	FRP Tanks	Spunstrand	\$ 239,755.00	Adder	\$ 84,665.50	Market Conditions	9/20/21, 7/11/22	Approved at lower Value 130,000
3	Membrane Filtration Equipment	Wigen	\$ 3,145,110.00	Adder	\$ 190,568.10	Market Conditions	Letter Dated 12/1/21	Approved
4	Overhead Doors	Continental Door	\$ 77,900.00	Adder	\$ 22,401.00	Market Conditions	Letter Dated 9/20/21	
5	Metal Roofing	Ark Commercial Roofing	\$ 462,756.00	Adder	\$ 32,170.00	Market Conditions	Letter Dated 7/9/21	
6	HVAC Equipment	TRM Services	\$ 792,000.00	Adder	\$ 38,275.00	Market Conditions	Letter Dated 2/15/2022	
7.1	Plumbing Materials	Sletten/TRM Services	\$ 970,000.00	Adder	TBD	Market Conditions	Verbal during Market Conditions Meeting	
7.2	Plumbing Interior Fixtures	Sletten/TRM Services	In Above	Adder	\$ 42,551.85	Market Conditions	In Abv	
7.3	Plumbing Interior Piping	Sletten/TRM Services	In Above	Adder	\$ 29,913.70	Market Conditions	In Abv	
8	Glass and Glazing	Modern Glass	\$ 48,050.00	Adder	\$ 2,355.00	Market Conditions	Letter Dated 2/15/2022	
9	Structural Pipe Supports & Miscellaneous Material	Intermountain Industrial	\$ 1,373,785.00	Adder	\$ 124,757.00	Market Conditions	Letter Dated 7/12/2022	
10.1	Process Piping Materials Miscellaneous	Sletten	\$ 2,500,000.00	Adder	BLW	Market Conditions	Verbal during Market Conditions Meeting	
10.2	Yard PVC Piping	Sletten	In Above	Adder	\$ 49,743.40	Market Conditions	In Abv	
10.3	Chem Pro Piping	Sletten	In Above	Adder	\$ 18,880.42	Market Conditions	In Abv	
10.4	Interior PVC Piping	Sletten	In Above	Adder	\$ 25,031.66			
10.5	Plastic Valves	Sletten	In Above	Adder	\$ 14,106.83	Market Conditions	In Abv	
11	Hollow Metal Door	Spokane Hardware	\$ 65,425.00	Adder	\$ 14,895.63	Market Conditions	Letter Dated 2/15/2022	
12	Protective Coatings	Extreme Coatings	\$ 975,000.00	Adder	\$ 108,000.00	Market Conditions	Letter Dated 7/12/2022	
13	Paving	CDA Paving	\$ 193,512.00	Adder	\$ 76,567.20	Market Conditions	Verbal during Market conditions meeting	
14	HVAC Ductwork	TRM Services/Spunstrand	\$ 792,000.00	Adder	\$ 79,810.46	Market Conditions	Letter Dated 7/20	W/out Profit is 69,400.40
			\$ 16,634,360.00	Total =	\$ 1,049,692.75			
			Total Unapproved		\$ 679,459.15			

Items 1, 2 and 3:
Executed as part of
Prior Change Orders

Revised Total Items 4 through 14 = \$669,049.09

Allowed Per Attachment 1
discussion



CHANGE ORDER REQUEST

Work Reference No:

PROJECT: Tertiary HVAC

DATE: June 16, 2023

DESCRIPTION OF WORK: Cost increase of FRP ductwork in MF1 building.

DESCRIPTION	UNIT	QNT	MAT UNIT	LABOR UNIT	LABOR HOUR	MATERIAL
Cost Delta		1	69400.40	0	0.0	\$69,400.40
		0	0.00	0	0.0	\$0.00
		0	0.00	0	0.0	\$0.00
		0	0.00	0	0.0	\$0.00
		0	0.00	0	0.0	\$0.00
		0	0.00	0	0.0	\$0.00
		0	0.00	0	0.0	\$0.00
		0	0.00	0	0.0	\$0.00
		0	0.00	0	0.0	\$0.00
					0.0	
					0.0	
					0.0	
MISC HARDWARD	LOT	0	0.00		0.0	\$0.00
TOOL AND EQUIPENT RENT(manlift)	Daily	0	0.00		0.0	\$0.00
SHIPPING & HANDLING	LOT	0	0.00		0.0	\$0.00
SUBTOTAL HOURS/MATERIALS					0.0	\$69,400.40
LABOR RATE PLUS LABOR BURDEN	\$81.01				0.00	
					0.00	
SAFTEY	2%				0.00	
SMALL TOOLS	3%				0.00	
					0.00	\$0.00
SUBTOTAL						\$69,400.40
PROFIT	15%					\$10,410.06
TOTAL OWN FORCES						\$79,810.46
SUBCONTRACTOR COSTS PLUS 5%						
INDIRECT COSTS						
TRAVEL & SUBSISTENCE						
SALES TAX MATERIALS ONLY						
PERMIT						
SUBTOTAL						\$79,810.46
TOTAL						\$79,810.46
TIME EXTENSION REQUIRED		0.0	DAYS			

Product:	PS 15-69	Coating:	Intumescent Paint
Liner:	20 MIL Liner	Structural:	Std. Structural

NAME: Brad Ray
 COMPANY: TRM Services
 ADDRESS:
 PH: 509-340-2448
 EMAIL: Bray@trmservs.com

PROJECT: Post Falls Tertiary Duct
 DATE: 3/23/2021
 SPUNSTRAND QUOTE #: 20-0526-T-02
 NUMBER OF PAGE(S): 4

For questions pertaining to this quote please call:
 Tom Davenport at 208.777.7444 ext 306

We are pleased to offer this proposal as outlined on drawings:

- M-MF1-104

Per specification section:

- N/A - See Below for Proposed Specification.

- Notes: All 90 ° Elbows to be smooth radius with NO turning vanes.

- **AVAILABILITY OF MATERIALS:** Build times vary and are subject to work loads at factory. Release to factory is pending approved submittal drawings, signed Order Acknowledgement and other executed documents from the purchaser. Conditional estimate of shipment of these materials is 10-12 weeks from release to factory - verify lead estimates with Spunstrand at time of the order.

QUOTED MATERIAL DESCRIPTION:	MATERIAL PRICE:	2 Trucks	FREIGHT to ZIP CODE:	TOTAL MATERIAL + FREIGHT
38" FRP Supply Duct	\$57,229.00	\$950.00	83854	\$58,179.00
Exhaust duct 36" round option	\$33,902.60	\$850.00		\$34,752.60
Bonding Material Included				

TOTAL MATERIAL & FREIGHT IN US DOLLARS

\$92,931.60

FOB Factory. Rate is an estimate based on 3rd party bill. **PRICING EXCLUDES TAX**

MAKING YOUR PROJECT A PRIORITY SINCE 1959!

Respectfully Submitted by Spunstrand® Inc. / Tom Davenport

Please Submit Your Purchase Order(s) To Email Address:

orders@spunstrand.com

Exclusions: Unless explicitly stated elsewhere in the quote, Spunstrand Excludes the following: Sales Tax - Performance Testing - Shop Drawings - Fans and Other Equipment - Flange Drilling - Factory Start-Up - Nuts, Bolts, Gaskets, Guy Wires - Factory Manifolding Supports and Hangers, Stainless Steel Screen - Existing Parts, Pieces or Bonding - Duct End Covers for Transit or Storage - Turning Vanes in Elbows - Dampers or Actuators.

Unless otherwise stated, the duct is rated at 30 inches water column pressure and 10 inches water column vacuum. Duct is provided in standard 20 foot lengths. 10 foot lengths for diameters larger than 48" diameter. All elbows are provided as 1-1/2 times diameter centerline radius, either smooth or multi-gore. A minimum structural safety factor of 4 shall be used in the design of the duct. Liner shall pass ASME RTP-1 Table 6, Level II inspection. Corrosion liner: Inner surface shall contain one ply of 10 mil thick minimum C-glass surfacing veil saturated with vinyl ester resin. The surface veil shall be overlapped a minimum of 1". Two (2) layers of 1-1/2 oz. / sq ft chopped strand mat shall follow surface veil layer. Total liner thickness to be 100 mils minimum.

- **Pricing is good for: 60 days.** (Pricing subject to change for orders not signed off and released into production within 1 year of receiving.)
- **Payment Terms: 25% down due upon submittal approval, 50% upon shipping and 25% net 30 days upon credit approval and the terms set forward in the Spunstrand® Inc. Terms and Conditions of Sale Agreement.**
- **Discounts available** for pre-payment or early payments.
- When a **bill of materials** is provided, any items not listed in the provided bill of materials is **not included in the quote price.**
- If a project is released 6 months after an approved PO, an escalation charge **not** to exceed 5% maybe applied.
- **Deposits** may be required in the following cases: Quote total is over \$150 K - Specialty materials exceed \$25K, - Buyer exceeds established credit limit.
- If a project is released 6 months after an approved PO, an escalation charge **not** to exceed 5% maybe applied.
- The lead time / ship date takes effect after Spunstrand Inc. receives approved submittals or a signed completed COA.



Industrial Proposal

Product: PS 15-69

Exterior Coating: Intumescent Paint

Liner: 20 MIL Liner

Structural: STD

Resin: AOC K022

NAME: Wyatt Kelly
COMPANY: TRM Services
ADDRESS: _____
PH: (509) 340-2448 FAX: _____
EMAIL: wkelly@trmservs.com

PROJECT: Post Falls Duct
DATE: 6/14/2023
SPUNSTRAND QUOTE #: 23-0606-LW-01 KN
NUMBER OF PAGE(S): 3

For questions pertaining to this quote please call:
Luke Wilson at 208.777.7444 ext 308

We are pleased to offer this proposal as outlined on drawings:

- See "Post Falls DWG Package 6.7.23"

Notes:

- Ductwork includes 1" thick spiracoustic liner

Most recent quote

Availability of Materials:

- **Lead times vary and are subject to work loads at factory.** Release to factory is pending approved submittal drawings, signed Order Acknowledgement and other executed documents from the purchaser. Conditional estimate of shipment of these materials is xxx weeks from release to factory - verify lead estimates with Spunstrand at time of the order.

DESCRIPTION:	PRICE:	FREIGHT TYPE:	TO ZIP CODE:	TOTAL MATERIAL + FREIGHT
Duct & Fittings	\$161,332.00			\$161,332.00
Freight Estimate (Actual Freight Cost Will Be Determined at the Time of Shipping)	\$1,000.00	(1) - Dedicated 53' Dry Van	83854	\$1,000.00
Total Material & Freight in US Dollars (Excluding Tax):				\$162,332.00

MAKING YOUR PROJECT A PRIORITY SINCE 1959!

Respectfully Submitted by Spunstrand® Inc. / **Luke Wilson**

Please Submit Your Purchase Order(s) To Email Address: orders@spunstrand.com

Specification-Specific Deviations & Exclusions: N/A

Unless otherwise stated, the duct is rated at 20 inches water column pressure and 12 inches water column vacuum. Duct is provided in standard 20 foot lengths. 10 foot lengths for diameters larger than 48" diameter. All elbows are provided as 1-1/2 times diameter centerline radius, either smooth or multi-gore. A minimum structural safety factor of 5 to 1 shall be used in the design of duct. Corrosions Liner: Inner surface shall contain a 20 mil thick minimum surface veil saturated with vinylester resin consisting of approximately 90% resin and 10% glass content by weight.

- **Pricing is good for:** 60 days. Price is subject to change if order is not released for fabrication within this timeframe.
- **Payment Terms:** Net 30 days from credit approval and terms set forth in the Spunstrand® Inc. Terms and Conditions
- **Discounts available** for pre-payment or early payments.
- **Deposites** may be required in the following cases: Quote total is over \$150 K - Specialty materials exceed \$25K - Buyer exceeds established credit limit - Advance order of resin and glass needed to secure pricing and inventory for the job.
- The lead time / ship date takes effect after Spunstrand receives approved submittals or a signed completed COA.
- Lead time/ship date may be delayed until Spunstrand receives any raw materials needed for production of the order. That can run 2-12 weeks to receive depending on the materials and transit time.
- If a bill of materials is provided with this quote, the pricing herein covers only those materials listed. It is the responsibility of the Rep or Direct buyer to verify the list of materials is sufficient to cover the job. Materials added after the fact will constitute a change order unless previously negotiated with Spunstrand.

Current Market Conditions 2022:

The parties acknowledge that raw materials costs for FRP products (fiberglass winding roving and resin) have risen at an unprecedented rate (over 60%) and are subject to allocations since January 2021. Seller's quote for this Contract was based on raw materials prices as of ("the Quote Date"). There is often delay between the Quote Date and final approval of the Contract and release to the Seller such that Seller can order raw materials and begin manufacture of Contractor's order. If a deposit is required to accept a purchase order, it does not lock in a price for materials. The current supply chain prices the materials at the time of shipping to the manufacture, not at the time of order, which is often 8 or more weeks. In the event that Seller's cost for raw materials increases more than 5% after the Purchase Order Date, Seller shall be entitled to submit a change order (with supporting invoices) for the actual cost difference in raw materials incurred for this Contract. Seller will transmit the change order at any point up until receiving the raw materials and final invoice cost for the order of this Contract. If Contractor refuses to approve the change order, Seller may terminate this Contract without penalty and submit a new quote to Contractor. Contractor may also terminate the contract without penalty, except for payment of all items produced or currently in production. With the condition of the current supply chain on pricing, lead times and allocations, all parties involved in the purchase and install of Spunstrand products should be made aware that pricing and lead times are constantly changing. Spunstrand will pass on communication of change order pricing and lead-time changes as they come up.

Unless Clearly Identified in the Bill of Materials, the Following List Will Be Excluded From Spunstrand's Scope of Work:

- | | |
|---|--|
| •Sales Tax | •Stainless Steel Screen |
| •Performance Testing | •Duct End Covers for Transit or Storage |
| •3rd Party Inspections | •Saddles, Cradles, Crating for Shipping |
| •Structural Calculations | •AMCA Certified Dampers |
| •Shop Drawings | •Static Grounding |
| •Fans, Electrical & Other Equipment | •Liquidated Damages |
| •Flange Drilling | •Pre-Cut and Individually Packaged Field Joints |
| •Factory Start-Up | •Couplings |
| •Nuts, Bolts, Gaskets, Guy Wires | •Installation/Field Services/Site visits |
| •Factory Manifolding (Pre-Assembled Ductwork) | •Labels/Tags |
| •Supports & Hangers | •Storage of completed projects beyond 30 days, monthly storage fees will apply after 30-day shipping delay |
| •Turning / Splitter Vanes | |

Customer must take inventory and note any discrepancy or damage on the bill of lading upon delivery or pay for any additional FRP products. Changes made to the order after release to the Factory may be subject to additional charges and longer lead times.

For Manufacturer:

Print Name: Luke Wilson
Title: Technical Manager
Signature: Luke Wilson
Date: 6/14/2023

For Customer/ Representative:

Print Name: _____
Title: _____
Signature: _____
Date: _____

RE: WRF FRP Duct

Luke Wilson <luke@spunstrand.com>

Thu 6/22/2023 1:46 PM

To:Wyatt Kelly <wkelly@trmservs.com>

Cc:William Millspaugh-Beck <will.millspaugh@trmservs.com>

Wyatt,

I have the current cost of run 1 at \$44,612.25. The cost of run 1 on the 5.17.23 drawing package is \$50,493.59 (cost has gone down \$5,881.34). The inflation is a little bit trickier but I can provide an overview:

Our laminate is comprised of mostly glass and resin.

K022 resin was \$2.86/lb on January 15th, 2020. It is now \$4.92/lb. 72% increase.

Winding strand was \$0.60/lb on January 8th, 2020. It is now \$1.27/lb. 112% increase.

Our laminate is roughly 55% resin and 45% glass (by weight). $72\% \times 0.55 + 112\% \times 0.45 = 90\%$ increase in raw material cost since January 2020. Raw materials account for roughly 50% of the list price. Therefore, the cost of the product is up roughly 45% from material escalations alone. Labor has also gone up quite a bit. We have never experienced material escalations like this before and our industry was one of the hardest hit.

Thank you,

Luke Wilson

Technical Manager

Spunstrand

P: 208-777-7444

F: 208-930-1310

C: 386-366-3956

luke@spunstrand.com

Per Spunstrand's email, and their word on market conditions, pricing could increase from what is shown on this change order if not approved in a timely manner.



April 30, 2023

Addressed To:
Andrew Arbini
City of Post Falls Idaho
408 N Spokane Street
Post Falls, ID 83854

Re: Post Falls WRF Tertiary Treatment Improvements

Subject: Current Market Conditions – Combined

Andrew:

The purpose of this letter is summarizing the escalation issues on the project. As we have discussed previously, Sletten Construction has attempted to limit exposure to escalation to as many scopes as possible, but some costs have unfortunately been unavoidable.

Attached to this letter is a summary table of the work items that have been presented previously in letters as well as the final few scopes that had not been able to be put together prior to this package.

We would like to discuss this with you in an attempt to help our subcontractors and suppliers mitigate some of the damaging costs incurred due to the volatility in the market.

If you have any questions or comments, feel free to contact me directly at 406-454-6405 or kblunn@sletteninc.com.

Sincerely,
Sletten Construction

A handwritten signature in blue ink, appearing to read "K Blunn", is written over the printed name.

Kyle Blunn

<u>Line #</u>	<u>Description</u>	<u>Responsibility</u>	<u>Orig Contract Value</u>	<u>Adder/Credit</u>	<u>Cost</u>	<u>Reason</u>	<u>Notice</u>	<u>Approval Status</u>
1	Electrical Commercial Impracticability	Colvico	\$ 4,999,067.00	Adder	\$ 95,000.00	Market Conditions	Letter Dated 6/24/21	Approved
2	FRP Tanks	Spunstrand	\$ 239,755.00	Adder	\$ 84,665.50	Market Conditions	9/20/21, 7/11/22	Approved at lower Value 130,000
3	Membrane Filtration Equipment	Wigen	\$ 3,145,110.00	Adder	\$ 190,568.10	Market Conditions	Letter Dated 12/1/21	Approved
4	Overhead Doors	Continental Door	\$ 77,900.00	Adder	\$ 22,401.00	Market Conditions	Letter Dated 9/20/21	
5	Metal Roofing	Ark Commercial Roofing	\$ 462,756.00	Adder	\$ 32,170.00	Market Conditions	Letter Dated 7/9/21	
6	HVAC Equipment	TRM Services	\$ 792,000.00	Adder	\$ 38,275.00	Market Conditions	Letter Dated 2/15/2022	
7.1	Plumbing Materials	Sletten/TRM Services	\$ 970,000.00	Adder	TBD	Market Conditions	Verbal during Market Conditions Meeting	
7.2	Plumbing Interior Fixtures	Sletten/TRM Services	In Above	Adder	\$ 42,551.85	Market Conditions	In Abv	
7.3	Plumbing Interior Piping	Sletten/TRM Services	In Above	Adder	\$ 29,913.70	Market Conditions	In Abv	
8	Glass and Glazing	Modern Glass	\$ 48,050.00	Adder	\$ 2,355.00	Market Conditions	Letter Dated 2/15/2022	
9	Structural Pipe Supports & Miscellaneous Material	Intermountain Industrial	\$ 1,373,785.00	Adder	\$ 124,757.00	Market Conditions	Letter Dated 7/12/2022	
10.1	Process Piping Materials Miscellaneous	Sletten	\$ 2,500,000.00	Adder	BLW	Market Conditions	Verbal during Market Conditions Meeting	
10.2	Yard PVC Piping	Sletten	In Above	Adder	\$ 49,743.40	Market Conditions	In Abv	
10.3	Chem Pro Piping	Sletten	In Above	Adder	\$ 18,880.42	Market Conditions	In Abv	
10.4	Interior PVC Piping	Sletten	In Above	Adder	\$ 25,031.66			
10.5	Plastic Valves	Sletten	In Above	Adder	\$ 14,106.83	Market Conditions	In Abv	
11	Hollow Metal Door	Spokane Hardware	\$ 65,425.00	Adder	\$ 14,895.63	Market Conditions	Letter Dated 2/15/2022	
12	Protective Coatings	Extreme Coatings	\$ 975,000.00	Adder	\$ 108,000.00	Market Conditions	Letter Dated 7/12/2022	
13	Paving	CDA Paving	\$ 193,512.00	Adder	\$ 76,567.20	Market Conditions	Verbal during Market conditions meeting	
			\$ 15,842,360.00	Total =	\$ 969,882.29			
				Total Unapproved	\$ 599,648.69			

See Updated Summary with July 20, 2023 letter.

Post Falls WRF 1353-20655**Yard PVC Piping Scope Escalation**

Line #	QTY	Description	BID Unit Price	BID Total Price	ACTUAL Unit	ACTUAL Total
					Price	Price
1	580	15" SDR35 3034 GASKETED PVC SEWER PIPE 13' LENGTH	\$ 11.12	\$ 6,449.60	\$ 15.93	\$ 9,239.40
2	140	12" SDR35 3034 GASKETED PVC SEWER PIPE 14' LENGTH	\$ 8.77	\$ 1,227.80	\$ 10.74	\$ 1,503.60
3	320	4" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	\$ 2.32	\$ 742.40	\$ 2.94	\$ 940.80
4	2040	6" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	\$ 4.21	\$ 8,588.40	\$ 5.89	\$ 12,015.60
5	1760	8" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	\$ 6.99	\$ 12,302.40	\$ 10.18	\$ 17,916.80
6	20	10" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	\$ 13.03	\$ 260.60	\$ 15.28	\$ 305.60
7	480	12" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	\$ 15.70	\$ 7,536.00	\$ 21.57	\$ 10,353.60
8	460	14" CL235 DR18 C900 GASKETED PVC PIPE 20' / 22' LENGTH	\$ 21.46	\$ 9,871.60	\$ 26.20	\$ 12,052.00
9	300	16" CL235 DR18 C900 GASKETED PVC PIPE 20' / 22' LENGTH	\$ 27.37	\$ 8,211.00	\$ 35.11	\$ 10,533.00
10	820	36" DR25 C905 PVC PIPE, 20', GASKETED	\$ 97.39	\$ 79,859.80	\$ 133.61	\$ 109,560.20
11	760	8" SDR35 3034 GASKETED PVC SEWER PIPE 14' LENGTH	\$ 4.01	\$ 3,047.60	\$ 4.50	\$ 3,420.00
			Total	\$138,097.20	Total	\$187,840.60
					Difference	\$49,743.40

Ferguson Waterworks Original PO Unit Prices

YARD PIPE PURCHASE ORDER Unit Prices							
19	10" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	20	FT	13.03	260.60	PVC PIPE YARD	YARD
42	12" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	480	FT	15.70	7,536.00	PVC PIPE YARD	YARD
79	14" DR18/ PR235 C900/C905 BJ GSKT PVC PIPE-BLUE	140	FT	21.46	3,004.40	PVC PIPE YARD	YARD
104	14" DR18/ PR235 C900/C905 BJ GSKT PVC PIPE-BLUE	260	FT	21.46	5,579.60	PVC PIPE YARD	YARD
128	14" DR18/ PR235 C900/C905 BJ GSKT PVC PIPE-BLUE	40	FT	21.46	858.40	PVC PIPE YARD	YARD
388	15" SDR35-D3034 BJ GSKT PVC GRAVITY SEWER PIPE-GREEN	80	FT	11.12	889.60	PVC PIPE YARD	YARD
453	15" SDR35-D3034 BJ GSKT PVC GRAVITY SEWER PIPE-GREEN	420	FT	11.12	4,670.40	PVC PIPE YARD	YARD
578	15" SDR35-D3034 BJ GSKT PVC GRAVITY SEWER PIPE-GREEN	40	FT	11.12	444.80	PVC PIPE YARD	YARD
180	16" DR18/ PR235 C900/C905 BJ GSKT PVC PIPE-BLUE	240	FT	27.37	6,568.80	PVC PIPE YARD	YARD
229	16" DR18/ PR235 C900/C905 BJ GSKT PVC PIPE-BLUE	60	FT	27.37	1,642.20	PVC PIPE YARD	YARD
293	36" DR25 C900/C905 BJ GSKT PVC PIPE-BLUE (CHANGED PER ADDENDA 8)	80	FT	97.39	7,791.20	PVC PIPE YARD	YARD
294	36" DR25 C900/C905 BJ GSKT PVC PIPE-BLUE (CHANGED PER ADDENDA 8)	100	FT	97.39	9,739.00	PVC PIPE YARD	YARD
296	36" DR25 C900/C905 BJ GSKT PVC PIPE-BLUE (CHANGED PER ADDENDA 8)	220	FT	97.39	21,425.80	PVC PIPE YARD	YARD
298	36" DR25 C900/C905 BJ GSKT PVC PIPE-BLUE (CHANGED PER ADDENDA 8)	200	FT	97.39	19,478.00	PVC PIPE YARD	YARD
328	36" DR25 C900/C905 BJ GSKT PVC PIPE-BLUE (CHANGED PER ADDENDA 8)	220	FT	97.39	21,425.80	PVC PIPE YARD	YARD
369	4" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	140	FT	2.32	324.80	PVC PIPE YARD	YARD
377	4" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	180	FT	2.32	417.60	PVC PIPE YARD	YARD
441	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	380	FT	4.21	1,599.80	PVC PIPE YARD	YARD
477	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	520	FT	4.21	2,189.20	PVC PIPE YARD	YARD
478	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	200	FT	4.21	842.00	PVC PIPE YARD	YARD
483	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	120	FT	4.21	505.20	PVC PIPE YARD	YARD
484	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	300	FT	4.21	1,263.00	PVC PIPE YARD	YARD
491	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	240	FT	4.21	1,010.40	PVC PIPE YARD	YARD
492	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	20	FT	4.21	84.20	PVC PIPE YARD	YARD
517	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	220	FT	4.21	926.20	PVC PIPE YARD	YARD
518	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	40	FT	4.21	168.40	PVC PIPE YARD	YARD
533	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	20	FT	4.21	84.20	PVC PIPE YARD	YARD
534	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	100	FT	4.21	421.00	PVC PIPE YARD	YARD
535	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	20	FT	4.21	84.20	PVC PIPE YARD	YARD
542	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	20	FT	4.21	84.20	PVC PIPE YARD	YARD
549	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	200	FT	4.21	842.00	PVC PIPE YARD	YARD
558	6" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	20	FT	4.21	84.20	PVC PIPE YARD	YARD
565	8" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	100	FT	6.99	699.00	PVC PIPE YARD	YARD
585	8" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	340	FT	6.99	2,376.60	PVC PIPE YARD	YARD
592	8" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	220	FT	6.99	1,537.80	PVC PIPE YARD	YARD
596	8" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	160	FT	6.99	1,118.40	PVC PIPE YARD	YARD
600	8" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	40	FT	6.99	279.60	PVC PIPE YARD	YARD
605	8" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	280	FT	6.99	1,957.20	PVC PIPE YARD	YARD
610	12" SDR35-D3034 BJ GSKT PVC GRAVITY SEWER PIPE-GREEN	100	FT	8.77	877.00	PVC PIPE YARD	YARD
620	8" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	320	FT	6.99	2,236.80	PVC PIPE YARD	YARD
648	8" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	220	FT	6.99	1,537.80	PVC PIPE YARD	YARD
652	8" DR18/ PR235 C900 BJ GSKT PVC PIPE-BLUE	100	FT	6.99	699.00	PVC PIPE YARD	YARD
570	8" SDR35-D3034 BJ GSKT PVC GRAVITY SEWER PIPE-GREEN	20	FT	4.01	80.20	PVC PIPE YARD	YARD



H.D. FOWLER COMPANY

Customer: SLETTEN CONSTRUCTION COMPANY
Estimator: David DeLange II
Job Name: PVC Pipe
Location: POST FALLS, ID

Quote #: Q439319

Line	Qty	UoM	Description	Unit Price	Extended Price
1	572	FT	15" SDR35 3034 GASKETED PVC SEWER PIPE 13' LENGTH	15.93	9,111.96
2	126	FT	12" SDR35 3034 GASKETED PVC SEWER PIPE 14' LENGTH	10.74	1,353.24
3	320	FT	4" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	2.94	940.80
4	2040	FT	6" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	5.89	12,015.60
5	1760	FT	8" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	10.18	17,916.80
6	20	FT	10" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	15.28	305.60
7	480	FT	12" CL235 DR18 C900 GASKETED PVC PIPE 20' LENGTH	21.57	10,353.60
8	460	FT	14" CL235 DR18 C900 GASKETED PVC PIPE 20' / 22' LENGTH	26.20	12,052.00
9	300	FT	16" CL235 DR18 C900 GASKETED PVC PIPE 20' / 22' LENGTH	35.11	10,533.00
10	820	FT	36" DR25 C905 PVC PIPE, 20', GASKETED	133.61	109,560.20
11	756	FT	8" SDR35 3034 GASKETED PVC SEWER PIPE 14' LENGTH	4.50	3,402.00
Approximate Total					187,544.80

Post Falls WRF 1353-20655
Chemical Piping Scope Escalation

Line #	Description	QTY	Unit	Bid Price	Total	Final Bid (2022)	Total
1	1" DC 90	45	ea	\$ 246.50	\$ 11,092.50	\$ 416.50	\$ 18,742.50
2	1" DC Pipe-16.4' sticks	36	ea	\$ 633.25	\$ 22,797.00	\$ 824.50	\$ 29,682.00
3	1" SC Flange Connection to PVC	33	ea	\$ 34.00	\$ 1,122.00	\$ 53.55	\$ 1,767.15
4	1" SC 90	28	ea	\$ 19.55	\$ 547.40	\$ 22.10	\$ 618.80
5	1" SC Pipe-16.4' sticks	22	ea	\$ 57.80	\$ 1,271.60	\$ 73.95	\$ 1,626.90
6	1" SC Tee	23	ea	\$ 33.15	\$ 762.45	\$ 41.65	\$ 957.95
7	1" SC Cross	2	ea	\$ 33.15	\$ 66.30	\$ 41.65	\$ 83.30
8	1" SC/DC Transition	16	ea	\$ 459.00	\$ 7,344.00	\$ 518.50	\$ 8,296.00
9	1" X 3/4" SC Reducer	6	ea	\$ 8.50	\$ 51.00	\$ 9.35	\$ 56.10
10	1" X 1/2" SC Reducer	2	ea	\$ 8.50	\$ 17.00	\$ 9.35	\$ 18.70
11	1/2" SC Flange Connection to PVC	3	ea	\$ 23.51	\$ 70.53	\$ 41.65	\$ 124.95
12	1-1/2" SC 90	14	ea	\$ 31.45	\$ 440.30	\$ 34.85	\$ 487.90
13	1-1/2" SC Flange Connection to PVC	7	ea	\$ 49.50	\$ 346.50	\$ 69.70	\$ 487.90
14	1-1/2" SC Pipe-16.4' sticks	13	ea	\$ 111.35	\$ 1,447.55	\$ 120.00	\$ 1,560.00
15	1-1/2" SC Tee	10	ea	\$ 37.40	\$ 374.00	\$ 41.65	\$ 416.50
16	1-1/2" X 1" SC Reducer	11	ea	\$ 15.30	\$ 168.30	\$ 17.00	\$ 187.00
17	1-1/2" X 1/2" SC Reducer	1	ea	\$ 22.00	\$ 22.00	\$ 25.50	\$ 25.50
18	1-1/2" X 3/4" SC Reducer	2	ea	\$ 15.30	\$ 30.60	\$ 17.00	\$ 34.00
19	2" DC 90	5	ea	\$ 323.00	\$ 1,615.00	\$ 442.00	\$ 2,210.00
20	2" DC Pipe-16.4' sticks	4	ea	\$ 620.50	\$ 2,482.00	\$ 807.50	\$ 3,230.00
21	2" SC Pipe-16.4' sticks	1	ea	\$ 124.10	\$ 124.10	\$ 161.50	\$ 161.50
22	2" SC Tee	1	ea	\$ 64.00	\$ 64.00	\$ 62.05	\$ 62.05
23	2" SC/DC Transition	2	ea	\$ 493.00	\$ 986.00	\$ 561.00	\$ 1,122.00
24	2" X 1-1/2" SC Reducer	1	ea	\$ 21.40	\$ 21.40	\$ 22.95	\$ 22.95
25	2" X 1" SC Reducer	2	ea	\$ 20.40	\$ 40.80	\$ 22.95	\$ 45.90
26	3/4" SC Connection PVC Flange	8	ea	\$ 30.50	\$ 244.00	\$ 50.15	\$ 401.20
				Total	53,548.33	Total	72,428.75
						Difference	18,880.42

Harrington Industrial Plastics
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Quotation

105189
 SLETTEN CONSTRUCTION

Ship To:
 SLETTEN CONSTRUCTION

P O BOX 2467
 GREAT FALLS, MT 59403

P O BOX 2467
 GREAT FALLS, MT 59403

Job: RFQ# POST FALLS

Contact: ROSS Ship Via: BEST WAY POSSIBLE
 Phone#: 406-761-7920 FOB / Delivery ARO: SHIPPING POINT
 Fax: 406-761-0923 Frt-Terms: CHRG INBOUND & OUTBOUND

Product/Description	Quantity	Price	U/M	Extension
8470-4340 1/4"IDx7/16"ODx3/32"W TUBING CLR PVC BRAIDFLEX 70N	10	0.88	FT	8.80
1436-251 2"x1-1/2" ADAPTER RDCR MPTxINS PVC	2	6.36	EA	12.72
581253020 2" ADAPTER BFxFPT BLK PE CHEM PROLINE SDR11 150PSI	2	51.85	EA	103.70
8470-2750 1-1/2"IDx1-7/8"ODx3/16"W TUBING CLR PVC BRAIDFLEX 70N	40	6.58	FT	263.20
839-337S 3"x1-1/2" BUSHING MPTxFPT PVC SCH80	2	6.75	EA	13.50
806C-060S 6" 90 ELBOW S CPVC SCH80	1	57.83	EA	57.83
806C-080S 8" 90 ELBOW S CPVC SCH80	37	141.52	EA	5,236.24
853C-080S 8" FLANGE BLIND CPVC SCH80 WITH 1" FPT TAP	1	264.40	EA	264.40
E0800400831E 8"x4"x8" ECC RDCR EPDM RE-231/EE	2	1381.54	EA	2,763.08
829C-080S 8" COUPLING S CPVC SCH80	17	91.25	EA	1,551.25

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Product/Description	Quantity	Price	U/M	Extension
829C-582S 8"x4" COUPLING RDCR S CPVC SZ W/BSHG SCH80	1	139.06	EA	139.06
829C-585S 8"x6" COUPLING RDCR S CPVC W/BSHG SCH80	5	132.78	EA	663.90
829C-585-F-E-S 8"x6" COUPLING ECC RDCR S CPVC	3	270.00	EA	810.00
884C-030 1"x3" NIPPLE TBE CPVC SCH80	20	5.01	EA	100.20
800C-040 4" PIPE P/E CPVC SCH80	20	11.24	FT	224.80
800C-060 6" PIPE P/E CPVC SCH80	40	21.61	FT	864.40
800C-080 8" PIPE P/E CPVC SCH80	580	36.04	FT	20,903.20
801C-580S 8"x3" TEE RDCR S CPVC SCH80	2	234.63	EA	469.26
801C-585S 8"x6" TEE RDCR S CPVC SCH80	1	203.73	EA	203.73
867C-577SRS 8"x1-1/2" SADDLE CLAMP-ONxSRT GRY CPVC EPDM SGL OUTLET ZINC	17	272.56	EA	4,633.52
839C-211S 1-1/2"x1" BUSHING MPTxFPT CPVC SCH80	17	6.33	EA	107.61
801C-060S 6" TEE S CPVC SCH80	1	71.98	EA	71.98
801C-080S 8" TEE S CPVC SCH80	32	206.17	EA	6,597.44
161073010 1" VALVE BALL OMNI CMPCT T CPVC EPDM PTFE	6	43.65	EA	261.90
854C-040S 4" FLANGE V/S S CPVC SCH80	3	24.97	EA	74.91
854C-060S 6" FLANGE V/S S CPVC SCH80	19	42.54	EA	808.26

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Product/Description	Quantity	Price	U/M	Extension
854C-080S 8" FLANGE V/S S CPVC SCH80	88	128.01	EA	11,264.88
584298134 1"x3" TERMINATION END 1/2" FPT DBL CONT HDPE SDR11x11 CHEM	6	459.00	EA	2,754.00
584298420 2"x4" TERMINATION END 1/2" FPT DBL CONT HDPE SDR11x33 CHEM	2	493.00	EA	986.00
584300134 1"x3" PIPE DBL CONT HDPE SDR11x11 CHEM PROLOK 16.4'	46	633.25	EA	29,129.50
584300420 2"x4" PIPE DBL CONT HDPE SDR11x33 CHEM PROLOK 16.4'	4	620.50	EA	2,482.00
584298134 1"x3" TERMINATION END 1/2" FPT DBL CONT HDPE SDR11x11 CHEM 2ea per	10	459.00	EA	4,590.00
584298420 2"x4" TERMINATION END 1/2" FPT DBL CONT HDPE SDR11x33 CHEM 2ea per	4	493.00	EA	1,972.00
4020 SWAB 4" FOR PIPE 6" & LARGER FITS MT-648 GAL CAN	40	10.40	EA	416.00
584295134 1"x3" 90 ELBOW HDPE SDR11x11 CHEM PROLOK	59	246.50	EA	14,543.50
584295420 2"x4" 90 ELBOW DBL CONT HDPE SDR11x33 CHEM PROLOK	15	323.00	EA	4,845.00
584293134 1"x3" TEE ACCESS DBL CONT HDPE PP BLIND TEF AV SDR11x11 CHEM	8	799.00	EA	6,392.00
581252010 1" ADAPTER BFxMPT BLK PE CHEM PROLINE SDR11 150PSI	8	17.85	EA	142.80
ARV100VT-CP 1" VALVE AIR RELEASE T CPVC FKM	8	243.10	EA	1,944.80

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Product/Description	Quantity	Price	U/M	Extension
584298134 1"x3" TERMINATION END 1/2" FPT DBL CONT HDPE SDR11x11 CHEM	10	459.00	EA	4,590.00
584294134 1"x3" TEE HDPE SDR11x11 CHEM PROLOK	1	382.50	EA	382.50
1056-42 4"x2" COUPLING FLEX PVC	5	10.19	EA	50.95
581108005 1/2" 45 ELBOW SF BLK PE CHEM PROLINE SDR7 PE100-RC 230PSI	2	14.45	EA	28.90
581243010 1" 90 ELBOW BF BLK PE CHEM PROLINE SDR11 150PSI	33	19.55	EA	645.15
581105005 1/2" 90 ELBOW SF BLK PE CHEM PROLINE SDR7 PE100-RC 230PSI	5	11.90	EA	59.50
581243015 1-1/2" 90 ELBOW BF BLK PE CHEM PROLINE SDR11 150PSI	4	31.45	EA	125.80
581138020 2" STUB END BF BLK HDPE CHEM PROLINE SDR11 150PSI MLD	1	18.70	EA	18.70
5046020 2" BACKING RING PP GREY ANSI-150	1	37.10	EA	37.10
581229211 1-1/2"x1" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	9	15.30	EA	137.70
581229130 1"x1/2" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	2	8.50	EA	17.00
581229210 1-1/2"x3/4" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	2	15.30	EA	30.60
581229249 2"x1" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	1	20.40	EA	20.40

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Product/Description	Quantity	Price	U/M	Extension
581245010 1" TEE BF BLK PE CHEM PROLINE SDR11 150PSI	1	33.15	EA	33.15
581245015 1-1/2" TEE BF BLK PE CHEM PROLINE SDR11 150PSI	4	54.40	EA	217.60
581229211 1-1/2"x1" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	2	15.30	EA	30.60
581245020 2" TEE BF BLK PE CHEM PROLINE SDR11 150PSI	1	74.80	EA	74.80
581247251 2"x1-1/2" TEE BF BLK PE CHEM PROLINE SDR11 150PSI	4	35.70	EA	142.80
581229249 2"x1" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	4	20.40	EA	81.60
581247251 2"x1-1/2" TEE BF BLK PE CHEM PROLINE SDR11 150PSI	1	35.70	EA	35.70
581202010 1" PIPE BLK PE CHEM PROLINE 16.4' LGTH SDR11 PE100-RC	7	57.80	EA	404.60
581102005 1/2" PIPE BLK PE CHEM PROLINE 16.4' LGTH SDR7 PE100-RC 230PSI	1	34.85	EA	34.85
581202015 1-1/2" PIPE BLK PE CHEM PROLINE 16.4' LGTH SDR11	7	111.35	EA	779.45
581202020 2" PIPE BLK PE CHEM PROLINE 16.4' LGTH SDR11 PE100-RC	2	124.10	EA	248.20
581102007 3/4" PIPE BLK PE CHEM PROLINE 16.4' LGTH SDR7 PE100-RC 230PSI	2	50.15	EA	100.30
581105010 1" 90 ELBOW SF BLK PE CHEM PROLINE SDR7 PE100-RC 230PSI	6	17.85	EA	107.10

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Product/Description	Quantity	Price	U/M	Extension
581134010 1" UNION SF BLK PE CHEM PROLINE SDR7 PE100-RC 150PSI	2	112.20	EA	224.40
581132005 1/2" STUB END SF BLK PE CHEM PROLINE SDR7 PE100-RC 230PSI	2	13.60	EA	27.20
3113005 1/2" GASKET AV EPDM	2	6.80	EA	13.60
854-005S 1/2" FLANGE V/S S PVC PLAST RING SCH80 150PSI	2	3.11	EA	6.22
1700-040 4" PIPE HDPE SDR17 NSF61 20' LGTH	60	3.83	FT	229.80
711GG SOLVENT CEMENT PVC GAL GRY LOW VOC HEAVY BODIED MED SET	5	77.78	EA	388.90
P70GP PRIMER GAL PURP FOR PVC CPVC LOW VOC MC/SC	5	67.18	EA	335.90
406-080S 8" 90 ELBOW S PVC SCH40	4	47.93	EA	191.72
806-120S 12" 90 ELBOW S PVC SCH80	6	847.73	EA	5,086.38
1605020 2" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI	1	71.36	EA	71.36
800-080 8" PIPE P/E PVC SCH80	60	9.21	FT	552.60
801-580S 8"x3" TEE RDCR S PVC SCH80	2	105.02	EA	210.04
867-417SRS 4"x1" SADDLE CLAMP-ONxSRT GRY PVC EPDM SGL OUTLET ZINC	6	46.44	EA	278.64
854P-120S 12" FLANGE V/S S PVC RING SCH80 150 PSI	14	91.41	EA	1,279.74
854P-030S 3" FLANGE V/S S PVC PLAST RING SCH80 150PSI	4	8.84	EA	35.36

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Product/Description	Quantity	Price	U/M	Extension
854P-080S 8" FLANGE V/S S PVC PLAST RING SCH80 150PSI	2	31.73	EA	63.46
406-040S 4" 90 ELBOW S PVC SCH40	2	5.85	EA	11.70
400-120BE 12" PIPE B/E PVC SCH40	80	11.51	FT	920.80
400-040BE 4" PIPE B/E PVC SCH40	20	2.16	FT	43.20
TF200 2" ADAPTER TANK BKHD T GFPP EPDM	28	21.66	EA	606.48
850-020S 2" PLUG MPT PVC SCH80	28	2.27	EA	63.56
817-120S 12" 45 ELBOW S PVC SCH80	2	557.84	EA	1,115.68
817-030S 3" 45 ELBOW S PVC SCH80	7	12.22	EA	85.54
806-010S 1" 90 ELBOW S PVC SCH80	48	1.17	EA	56.16
806-005S 1/2" 90 ELBOW S PVC SCH80	28	0.57	EA	15.96
806-015S 1-1/2" 90 ELBOW S PVC SCH80	18	1.68	EA	30.24
806-120S 12" 90 ELBOW S PVC SCH80	1	847.73	EA	847.73
806-020S 2" 90 ELBOW S PVC SCH80	145	2.03	EA	294.35
806-030S 3" 90 ELBOW S PVC SCH80	69	5.33	EA	367.77
806-007S 3/4" 90 ELBOW S PVC SCH80	6	0.73	EA	4.38
806-040S 4" 90 ELBOW S PVC SCH80	21	8.10	EA	170.10
806-060S 6" 90 ELBOW S PVC SCH80	41	23.07	EA	945.87

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Product/Description	Quantity	Price	U/M	Extension
806-080S 8" 90 ELBOW S PVC SCH80	14	63.57	EA	889.98
1606030 3" VALVE BALL TUBV S PVC FKM PTFE TYPE 21 230PSI	1	173.44	EA	173.44
847-020S 2" CAP S PVC SCH80	1	4.49	EA	4.49
829-010S 1" COUPLING S PVC SCH80	6	1.43	EA	8.58
829-020S 2" COUPLING S PVC SCH80	31	2.52	EA	78.12
829-030S 3" COUPLING S PVC SCH80	15	7.13	EA	106.95
829-040S 4" COUPLING S PVC SCH80	5	8.93	EA	44.65
829-060S 6" COUPLING S PVC SCH80	7	19.21	EA	134.47
836-010S 1" ADAPTER MPTxS PVC SCH80	2	2.29	EA	4.58
836-020S 2" ADAPTER MPTxS PVC SCH80	3	5.57	EA	16.71
836-030S 3" ADAPTER MPTxS PVC SCH80	6	7.03	EA	42.18
884-040 1"x4" NIPPLE TBE PVC SCH80	17	2.43	EA	41.31
887-060 2"x6" NIPPLE TBE PVC SCH80	3	6.32	EA	18.96
800-010 1" PIPE P/E PVC SCH80	80	0.50	FT	40.00
800-005 1/2" PIPE P/E PVC SCH80	40	0.25	FT	10.00
800-015 1-1/2" PIPE P/E PVC SCH80	120	0.78	FT	93.60
800-120 12" PIPE P/E PVC SCH80	40	18.68	FT	747.20
800-020 2" PIPE P/E PVC SCH80	1080	1.10	FT	1,188.00

Harrington Industrial Plastics
 2224 North Locust Road Suite 6
 Spokane WA 99206
 509-926-4142
 509-926-1366 Fax

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Product/Description	Quantity	Price	U/M	Extension
800-030 3" PIPE P/E PVC SCH80	560	2.20	FT	1,232.00
800-007 3/4" PIPE P/E PVC SCH80	20	0.34	FT	6.80
800-040 4" PIPE P/E PVC SCH80	260	3.18	FT	826.80
800-060 6" PIPE P/E PVC SCH80	420	6.11	FT	2,566.20
800-080 8" PIPE P/E PVC SCH80	120	9.21	FT	1,105.20
837-663S 12"X3" BUSHING SPIGxS PVC SCH80 SIZED W/BUSHING	1	351.58	EA	351.58
837-251S 2"x1-1/2" BUSHING SPIGxS PVC SCH80	6	2.89	EA	17.34
837-420S 4"x2" BUSHING SPIGxS PVC SCH80	1	11.02	EA	11.02
837-525S 6"x1" BUSHING SPIGxS PVC SCH80	2	17.47	EA	34.94
837-130S 1"x1/2" BUSHING SPIGxS PVC SCH80	2	0.95	EA	1.90
829-130S 1"x1/2" COUPLING RDCR S PVC SCH80	1	1.76	EA	1.76
837-072S 1/2"x1/4" BUSHING SPIGxS PVC SCH80	1	0.91	EA	0.91
829-005S 1/2" COUPLING S PVC SCH80	1	1.03	EA	1.03
829-249S 2"x1" COUPLING RDCR S PVC SCH80	2	4.40	EA	8.80
829-528S 6"x2" COUPLING RDCR S PVC SCH80	2	50.94	EA	101.88

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Product/Description	Quantity	Price	U/M	Extension
829-532S 6"x4" COUPLING RDCR S PVC SCH80	4	41.50	EA	166.00
829-249S 2"x1" COUPLING RDCR S PVC SCH80	2	4.40	EA	8.80
829-335S 3"x1" COUPLING RDCR S PVC SCH80	1	13.41	EA	13.41
801-130S 1"x1/2" TEE RDCR S PVC SCH80	1	1.77	EA	1.77
801-249S 2"x1" TEE RDCR S PVC SCH80	5	4.88	EA	24.40
801-247S 2"x1/2" TEE RDCR S PVC SCH80	2	4.88	EA	9.76
801-335S 3"x1" TEE RDCR S PVC SCH80	6	8.95	EA	53.70
801-338S 3"x2" TEE RDCR S PVC SCH80	1	8.95	EA	8.95
801-420S 4"x2" TEE RDCR S PVC SCH80	1	14.46	EA	14.46
801-422S 4"x3" TEE RDCR S PVC SCH80	1	14.46	EA	14.46
801-010S 1" TEE S PVC SCH80	3	2.10	EA	6.30
801-005S 1/2" TEE S PVC SCH80	5	1.60	EA	8.00
801-120S 12" TEE S PVC SCH80	1	959.40	EA	959.40
801-020S 2" TEE S PVC SCH80	7	7.22	EA	50.54
801-251S 2"x1-1/2" TEE RDCR S PVC SCH80	3	4.88	EA	14.64
801-030S 3" TEE S PVC SCH80	9	9.80	EA	88.20
801-060S 6" TEE S PVC SCH80	10	38.79	EA	387.90

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Product/Description	Quantity	Price	U/M	Extension
8097-010S 1" UNION S PVC EPDM SCH80 2000 IND	8	3.03	EA	24.24
8097-020S 2" UNION S PVC EPDM SCH80 2000 IND	3	9.21	EA	27.63
8097-030S 3" UNION S PVC EPDM SCH80 2000 IND	1	17.13	EA	17.13
854-010S 1" FLANGE V/S S PVC PLAST RING SCH80 150PSI	4	3.70	EA	14.80
854-015S 1-1/2" FLANGE V/S S PVC PLAST RING SCH80 150PSI	6	3.89	EA	23.34
854P-120S 12" FLANGE V/S S PVC RING SCH80 150 PSI	1	91.41	EA	91.41
854-020S 2" FLANGE V/S S PVC PLAST RING SCH80 150PSI	16	5.18	EA	82.88
854P-030S 3" FLANGE V/S S PVC PLAST RING SCH80 150PSI	90	8.84	EA	795.60
854P-040S 4" FLANGE V/S S PVC PLAST RING SCH80 150PSI	11	11.18	EA	122.98
854P-060S 6" FLANGE V/S S PVC PLAST RING SCH80 150PSI	79	17.59	EA	1,389.61
854P-080S 8" FLANGE V/S S PVC PLAST RING SCH80 150PSI	6	31.73	EA	190.38
FPK-89-302 2" COUPLING WATERSTOP SxS FIBERGLASS SCH80	1	28.00	EA	28.00
875-020S 2" WYE S PVC SCH80	1	17.40	EA	17.40
75201102C06 FLOWMETER 22GPH BRASS FTG EPDM O-RING 1/4" FPT W/O VLV	1	62.00	EA	62.00

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Product/Description	Quantity	Price	U/M	Extension
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Merchandise	Tax	Est.Freight / Handling	Net Quote Total
166,310.73	0.00	0.00	166,310.73

Thanks For Thinking Harrington.

Respectfully Ryan J. Ford

All Quotations are subject to review upon placement of order.

Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.

Harrington Industrial Plastics
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 Spokane WA 99206
 509-926-4142
 509-926-1366 Fax

Quotation# 02184901
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Quotation

105189
 SLETTEN CONSTRUCTION

 P O BOX 2467
 GREAT FALLS, MT 59403

Ship To:
 SLETTEN CONSTRUCTION
 C/O POST FALLS WRF
 841 GRIFFIN ST
 POST FALLS, ID 83854

Job:

RFQ#

Contact: ROXANNE
 Phone#: 406-581-1334
 Fax: 406-761-0923

Ship Via: BEST WAY POSSIBLE
 FOB / Delivery ARO: SHIPPING POINT
 Frt-Terms: CHRG INBOUND & OUTBOUND

Product/Description	Quantity	Price	U/M	Extension
584295134 1"x3" 90 ELBOW HDPE SDR11x11 CHEM PROLOK	45	416.50	EA	18,742.50
584300134 1"x3" PIPE DBL CONT HDPE SDR11x11 CHEM PROLOK 16.4'	36	824.50	EA	29,682.00
581138010 1" STUB END BF BLK HDPE CHEM PROLINE SDR11 MLD	23	15.30	EA	351.90
5046010 1" BACKING RING PP GREY ANSI-150	23	38.25	EA	879.75
581243010 1" 90 ELBOW BF BLK PE CHEM PROLINE SDR11 150PSI	20	22.10	EA	442.00
581202010 1" PIPE BLK PE CHEM PROLINE 16.4' LGTH SDR11 PE100-RC	15	73.95	EA	1,109.25
584297134 1"x3" TERMINATION END HDPE SDR11x11 CHEM PROLOK	14	408.00	EA	5,712.00
584298134 1"x3" TERMINATION END 1/2" FPT DBL CONT HDPE SDR11x11 CHEM	2	518.50	EA	1,037.00
581229131 1"x3/4" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	6	9.35	EA	56.10

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Product/Description	Quantity	Price	U/M	Extension
581229130 1"x1/2" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	2	9.35	EA	18.70
581138005 1/2" CHEMPRO BUTT STUB END	3	11.05	EA	33.15
5046005 1/2" BACKING RING PP GREY ANSI-150	3	30.60	EA	91.80
581243015 1-1/2" 90 ELBOW BF BLK PE CHEM PROLINE SDR11 150PSI	14	34.85	EA	487.90
581138015 1-1/2" STUB END BF BLK HDPE CHEM PROLINE SDR11 MLD	7	18.70	EA	130.90
5046015 1-1/2" BACKING RING PP GREY ANSI-150	7	51.00	EA	357.00
581246015 1-1/2" TEE MLD BF PE CHEM PROLINE SDR11 PRO150 150PSI	1	41.65	EA	41.65
581229211 1-1/2"x1" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	4	17.00	EA	68.00
581229210 1-1/2"x3/4" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	3	17.00	EA	51.00
581229101 3/4"x1/2" REDUCER CONC BF PE EXTD LEG SDR11 PH10 150PSI	1	8.50	EA	8.50
584295420 2"x4" 90 ELBOW DBL CONT HDPE SDR11x33 CHEM PROLOK	5	442.00	EA	2,210.00
584300420 2"x4" PIPE DBL CONT HDPE SDR11x33 CHEM PROLOK 16.4'	4	807.50	EA	3,230.00
581202020 2" PIPE BLK PE CHEM PROLINE 16.4' LGTH SDR11 PE100-RC	1	161.50	EA	161.50

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Product/Description	Quantity	Price	U/M	Extension
581246020 2" TEE MLD BF PE CHEM PROLINE SDR11 PRO150 150PSI	1	62.05	EA	62.05
584298420 2"x4" TERMINATION END 1/2" FPT DBL CONT HDPE SDR11x33 CHEM	2	561.00	EA	1,122.00
581229251 2"x1-1/2" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	1	22.95	EA	22.95
581229249 2"x1" REDUCER CONC BF PE EXTD LEG SDR11 PN10 150PSI	2	22.95	EA	45.90
581138007 3/4" CHEMPRO BUTT STUB END	8	13.60	EA	108.80
5046007 3/4" BACKING RING PP GREY ANSI-150	8	36.55	EA	292.40
4623003 3MM ROD WELDING HDPE BLK SPOOL FOR HOT AIR WELDING	1	93.50	EA	93.50

Post Falls WRF 1353-20655
PVC valves Scope Escalation

Line #	QTY	Size	Description	Bid Price	Bid Total	Final Bid	Total
1	3	3"	VB	\$ 336.00	\$ 1,008.00	\$ 338.00	\$ 1,014.00
2	7	2"	VB	\$ 106.24	\$ 743.68	\$ 138.88	\$ 972.16
3	6	1"	VB	\$ 58.88	\$ 353.28	\$ 77.44	\$ 464.64
4	9	1 1/2"	VB	\$ 44.80	\$ 403.20	\$ 58.88	\$ 529.92
5	1	4"	VB	\$ 293.76	\$ 293.76	\$ 384.96	\$ 384.96
6	5	3"	VB	\$ 173.44	\$ 867.20	\$ 227.52	\$ 1,137.60
7	18	2"	VB	\$ 71.36	\$ 1,284.48	\$ 93.76	\$ 1,687.68
8	4	2"	VB	\$ 71.36	\$ 285.44	\$ 93.76	\$ 375.04
9	4	2"	VB ELEC	\$ 568.80	\$ 2,275.20	\$ 746.10	\$ 2,984.40
10	39	1"	VB	\$ 33.28	\$ 1,297.92	\$ 43.52	\$ 1,697.28
11	1	1-1/2"	VB	\$ 54.40	\$ 54.40	\$ 71.04	\$ 71.04
12	5	1 1/2"	VB	\$ 22.40	\$ 112.00	\$ 29.44	\$ 147.20
13	6	3"	BFV	\$ 225.92	\$ 1,355.52	\$ 271.36	\$ 1,628.16
14	1	3"	BFV	\$ 392.96	\$ 392.96	\$ 472.96	\$ 472.96
15	1	2"	VSC	\$ 621.90	\$ 621.90	\$ 790.40	\$ 790.40
16	1	1 1/2"	VBC	\$ 25.92	\$ 25.92	\$ 31.68	\$ 31.68
17	2	1"	VSC	\$ 404.10	\$ 808.20	\$ 513.00	\$ 1,026.00
18	6	3"	VSC	\$ 928.80	\$ 5,572.80	\$ 1,180.85	\$ 7,085.10
19	2	1"	VBC	\$ 37.12	\$ 74.24	\$ 37.12	\$ 74.24
20	4	3"	VD	\$ 970.20	\$ 3,880.80	\$ 1,193.40	\$ 4,773.60
21	9	1"	VD	\$ 268.20	\$ 2,413.80	\$ 330.30	\$ 2,972.70
22	6	2"	VD	\$ 485.10	\$ 2,910.60	\$ 595.80	\$ 3,574.80
23	3	1-1/2"	VD	\$ 392.40	\$ 1,177.20	\$ 482.40	\$ 1,447.20
24	32	1 1/2"	VD	\$ 191.70	\$ 6,134.40	\$ 234.90	\$ 7,516.80
25	3	3"	VD	\$ 563.40	\$ 1,690.20	\$ 693.00	\$ 2,079.00
26	6	2"	VD	\$ 297.90	\$ 1,787.40	\$ 367.20	\$ 2,203.20
27	36	1"	VD	\$ 166.50	\$ 5,994.00	\$ 205.20	\$ 7,387.20
28	1	1-1/2"	VD	\$ 249.30	\$ 249.30	\$ 306.90	\$ 306.90
29	16	3/4"	VD	\$ 129.60	\$ 2,073.60	\$ 159.30	\$ 2,548.80
30	8	3/4"	Vrelief	\$ 431.10	\$ 3,448.80	\$ 521.10	\$ 4,168.80
31	7	1"	Vrelief	\$ 466.20	\$ 3,263.40	\$ 578.70	\$ 4,050.90
32	4	1 1/2"	SV	\$ 501.42	\$ 2,005.68	\$ 634.50	\$ 2,538.00
33	4	SV	SV	\$ 159.00	\$ 636.00	\$ 159.00	\$ 636.00
34	1	1 1/2"	VB	\$ 21.44	\$ 21.44	\$ 27.20	\$ 27.20
35	1	3/4"	VB	\$ 25.92	\$ 25.92	\$ 32.96	\$ 32.96
36	1	1"	VB	\$ 30.40	\$ 30.40	\$ 38.72	\$ 38.72
37	1	1-1/2"	VB	\$ 49.92	\$ 49.92	\$ 63.68	\$ 63.68
38	1	2"	VB	\$ 66.88	\$ 66.88	\$ 85.12	\$ 85.12
39	1	3"	VB	\$ 152.00	\$ 152.00	\$ 193.28	\$ 193.28
40	1	3"	VSC	\$ 1,053.00	\$ 1,053.00	\$ 1,243.00	\$ 1,243.00
41	1	2"	Regulator	\$ 1,061.65	\$ 1,061.65	\$ 1,315.80	\$ 1,315.80
42	1	2"	Vrelief	\$ 857.65	\$ 857.65	\$ 1,062.50	\$ 1,062.50
43	1	1"	Vrelief	\$ 466.20	\$ 466.20	\$ 546.55	\$ 546.55

44	1	1"	VBC	\$ 37.12	\$ 37.12	\$ 37.12	\$ 37.12
				Total	\$ 59,317.46	Total	\$ 73,424.29
						Difference	\$ 14,106.83

Harrington Industrial Plastics
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Quotation

105189
 SLETTEN CONSTRUCTION

Ship To:
 SLETTEN CONSTRUCTION

P O BOX 2467
 GREAT FALLS, MT 59403

P O BOX 2467
 GREAT FALLS, MT 59403

Job: RFQ# POST FALLS WTP

=====
 Contact: ROSS Ship Via: UPS GROUND
 Phone#: 406-761-7920 FOB / Delivery ARO: SHIPPING POINT
 Fax: 406-761-0923 Frt-Terms: CHRG INBOUND & OUTBOUND
 =====

Product/Description	Quantity	Price	U/M	Extension

ARV-1 15100-7
 A.R.i. S-050-c, GA Industries
 Fig 905

3" 1 each 2"- 1 each

ARV-2 15100-8
 A.R.I. D-040-ST-ST

ARV-3 15100-9
 A.R.I. D-025 GA Industries
 See notes in spec

ARV-4 15100-10
 A.R.I. S-025

ARV-5 A.R.I. D-040
 2" 1 each Item 533

BV-1 15100-12
 Watts B-600, Mueller, Apollo
 70LF-100/200

BV-2 15100-13
 Watts, Mueller, Swagelock
 Series 40 Apollo 76F-100/200

1/2"- 2 each, 1"-19

1-1/2" 4 each

2"-13 each

BV-3 15100-14
 GF, Asahi, Hayward, Spears

1606030-1600018 3" VALVE BALL TUBV S PVC FKM PTFE VENTED TYPE 21 230PSI	3	336.00	EA	1,008.00
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111605020 2" VALVE BALL TUBV S/T PVC FKM 1/8" VENT HOLE TYPE 21	7	106.24	EA	743.68
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111605010 1" VALVE BALL TUBV S/T PVC FKM 1/8" VENT HOLE TYPE 21	6	58.88	EA	353.28
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Product/Description	Quantity	Price	U/M	Extension
111605005 1/2" VALVE BALL TUBV S/T PVC FKM 1/8" VENTED HOLE TYPE 21 BV-4 15100-15 Asahi, GF, Hayward, Spears	9	44.80	EA	403.20
1606040 4" VALVE BALL TUBV S PVC FKM PTFE TYPE 21 150PSI	1	293.76	EA	293.76
1606030 3" VALVE BALL TUBV S PVC FKM PTFE TYPE 21 230PSI	5	173.44	EA	867.20
1605020 2" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI	18	71.36	EA	1,284.48
1605020 2" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI	4	71.36	EA	285.44
2085020 ACTUATOR ELEC QTR MSTR SER 94 FOR 2" BALL VLV TYPE 21 & 23	4	568.80	EA	2,275.20
1605010 1" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI	39	33.28	EA	1,297.92
1605015 1-1/2" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI	1	54.40	EA	54.40

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 Expire Date 02/03/23
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Product/Description	Quantity	Price	U/M	Extension
1605005 1/2" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI BFV-1 15100-16 Bray Sereis 30-31 Pratt BF 3"- 1 each BFV-2 15100-18 Bray 40/41 Pratt Hp Keystone 1"-5 each 12"- 1 each 3"- 1 each BFV-3 15100-19 Bray 22/23 Keystone Pratee BF BFV-4 15100-20 Pratt Mueller CLow item 19 36" 1 each w/ 2" sq op nut 2" 2 each item 54 item 56 3/4" 1 each item 57 1" 1 each item 58 2" 1 each BFV-5 15100-21 Hayward	5	22.40	EA	112.00
173732030 3" VALVE BUTTERFLY PVC PP NITRILE LEVER WAFER TYPE 57P	6	225.92	EA	1,355.52
173732060 6" VALVE BUTTERFLY PVC PP NITRILE LEVER WAFER TYPE 57P CV-1 15100-22 Asahi, Spears	1	392.96	EA	392.96
1201020 2" VALVE SWING CHECK FLG PVC EPDM	1	621.90	EA	621.90
1210005 1/2" VALVE BALL CHECK TUBCV S/T PVC EPDM	1	25.92	EA	25.92
1201010 1" VALVE SWING CHECK FLG PVC EPDM	2	404.10	EA	808.20

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Product/Description	Quantity	Price	U/M	Extension
1201030 3" VALVE SWING CHECK FLG PVC EPDM CV-2 15100-23 Mueller Kennedy Pratt GA Ind 6"-1 4" 5 each 10"- 6 each 8" 1 each Cv-3 15100-24	6	928.80	EA	5,572.80
GF, ASAHI, Spears CV-4 15100-25 GF, Asahi				
1210010 1" VALVE BALL CHECK TUBCV S/T PVC EPDM CV-5 15100-26 GF, ASAHI, Spears CV-6 15100-27	2	37.12	EA	74.24
AV-TEK Series 4900 CV-7 15100-28 Pratt Mueller Kennedy CV-8 15100-29 Proco 710 730 Plain End CV-9 15100-30				
Flomatic 10" - 6 Each with actuator CS-1 15100-31 Ford Meter Box Company DPV-1 15100-32 GF, Ashai, Hayward DPV-2 15100-33 GF, Asahi.,				
1462030 3" VALVE DIAPHRAGM FLG PVC PVC PTFE TYPE 14	4	970.20	EA	3,880.80

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Product/Description	Quantity	Price	U/M	Extension
1528010 1" VALVE DIAPHRAGM TU S PVC PVC PTFE TYPE 14	9	268.20	EA	2,413.80
1528020 2" VALVE DIAPHRAGM TU S PVC PVC PTFE TYPE 14	6	485.10	EA	2,910.60
1528015 1-1/2" VALVE DIAPHRAGM TU S PVC PVC PTFE TYPE 14	3	392.40	EA	1,177.20
1528005 1/2" VALVE DIAPHRAGM TU S PVC PVC PTFE TYPE 14 DPV-3 15100-34 GF, Ashahi	32	191.70	EA	6,134.40
1461030 3" VALVE DIAPHRAGM FLG PVC PVC EPDM TYPE 14	3	563.40	EA	1,690.20
1526020 2" VALVE DIAPHRAGM TU S PVC PVC EPDM TYPE 14	6	297.90	EA	1,787.40
1526010 1" VALVE DIAPHRAGM TU S PVC PVC EPDM TYPE 14	36	166.50	EA	5,994.00
1526015 1-1/2" VALVE DIAPHRAGM TU S PVC PVC EPDM TYPE 14	1	249.30	EA	249.30

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Product/Description	Quantity	Price	U/M	Extension
1526007 3/4" VALVE DIAPHRAGM TU S PVC PVC EPDM TYPE 14 FLV-1 15100-35 Kennedy Orbinox RR or RC Clow 14" Swing GV-1 15100-36 GV-2 15100-37 30" 1 each Mueller Clow 263 GL-1 15100-38 Jenkins NV-1 15100-39 Swagelock Sereis 1R or 18R parker 1/2"- 2 each KGV-1 15100-40 Dezurik, Red Valve, Henry Pratt MV-1 15100-41 Watermena Model MV-11 PRV-1 15100-42 Watts Apollo Mueller 1/2"- 1 each 3"- 6 each PRV-2 Griffco, Plasto Asahi PRV-3 15100-44	16	129.60	EA	2,073.60
RVDT075-SP-PV 3/4" VALVE RELIEF SPIGOT PVC FKM PTFE 5-100PSI	8	431.10	EA	3,448.80

Harrington Industrial Plastics
 2224 North Locust Road Suite 6
 Spokane WA 99206
 509-926-4142
 509-926-1366 Fax

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 Expire Date 02/03/23
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Product/Description	Quantity	Price	U/M	Extension
RVDTM100T-PV 1" VALVE RELIEF T PVC PTFE 5-100 PSI Griffgo G Sereis Plasto 3/4"- 8 each 1"- 7each PRV-4 15100-45 Asahi Griffco 1"-7 each 3/4"-2 each 2'-1 each TU Style? sodium hydroxide PIV-1 15100-46 Pinch Valve Red Valve 5200E PV-1 15100-48 30"- 1 each with 2" sq op 8"- 4 each 6"-3 each SGV-1 15100-50 SV-1 15100-51 Plastomatic Z Cool	7	466.20	EA	3,263.40
EASMT4V12W24-PV 1/2" VALVE SOLENOID 2-WAY T PVC VIT PTFE 3/8" ORIF N/C	4	501.42	EA	2,005.68
Z-COOL-DIN-7612 CONNECTOR DIN FOR W11/W20 SOL COILS ENERGY SAVING SV-52 Burkett	4	159.00	EA	636.00
EPDM 1601005 1/2" VALVE BALL TUBV S/T PVC EPDM PTFE TYPE 21 230PSI	1	21.44	EA	21.44
1601007 3/4" VALVE BALL TUBV S/T PVC EPDM PTFE TYPE 21 230PSI	1	25.92	EA	25.92
1601010 1" VALVE BALL TUBV S/T PVC EPDM PTFE TYPE 21 230PSI	1	30.40	EA	30.40

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Product/Description	Quantity	Price	U/M	Extension
1601015 1-1/2" VALVE BALL TUBV S/T PVC EPDM PTFE TYPE 21 230PSI	1	49.92	EA	49.92
1601020 2" VALVE BALL TUBV S/T PVC EPDM PTFE TYPE 21 230PSI	1	66.88	EA	66.88
1602030 3" VALVE BALL TUBV S PVC EPDM PTFE TYPE 21 230PSI	1	152.00	EA	152.00
1201030 3" VALVE SWING CHECK FLG PVC EPDM	1	1053.00	EA	1,053.00
PRHM200V-PV 2" REGULATOR PRES T PVC FKM 5-125PSI MLD	1	1061.65	EA	1,061.65
RVDT200T-PV 2" VALVE RELIEF T PVC FKM PTFE 5-125PSI	1	857.65	EA	857.65
RVDTM100T-PV 1" VALVE RELIEF T PVC PTFE ALT-RVDT100T-PV 5-100 PSI	1	466.20	EA	466.20
1210010 1" VALVE BALL CHECK TUBCV S/T PVC EPDM	1	37.12	EA	37.12

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
59,317.46	0.00	0.00	59,317.46

Thanks For Thinking Harrington.

Respectfully

All Quotations are subject to review upon placement of order.

Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.

Harrington Industrial Plastics
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Quotation

105189
 SLETTEN CONSTRUCTION

Ship To:
 SLETTEN CONSTRUCTION

P O BOX 2467
 GREAT FALLS, MT 59403

P O BOX 2467
 GREAT FALLS, MT 59403

Job: RFQ# POST FALLS WTP

=====
 Contact: ROSS Ship Via: UPS GROUND
 Phone#: 406-761-7920 FOB / Delivery ARO: SHIPPING POINT
 Fax: 406-761-0923 Frt-Terms: CHRG INBOUND & OUTBOUND
 =====

Product/Description	Quantity	Price	U/M	Extension

ARV-1 15100-7
 A.R.i. S-050-c, GA Industries
 Fig 905
 3" 1 each 2"- 1 each
 ARV-2 15100-8
 A.R.I. D-040-ST-ST
 ARV-3 15100-9
 A.R.I. D-025 GA Industries
 See notes in spec
 ARV-4 15100-10
 A.R.I. S-025
 ARV-5 A.R.I. D-040
 2" 1 each Item 533
 BV-1 15100-12
 Watts B-600, Mueller, Apollo
 70LF-100/200
 BV-2 15100-13
 Watts, Mueller, Swagelock
 Series 40 Apollo 76F-100/200
 1/2"- 2 each, 1"-19
 1-1/2" 4 each
 2"-13 each
 BV-3 15100-14
 GF, Asahi, Hayward, Spears

111605030 3" VALVE BALL TUBV S PVC FKM 1/8" VENT HOLE TYPE 21	3	338.00	EA	1014.00
111605020 2" VALVE BALL TUBV S/T PVC FKM 1/8" VENT HOLE TYPE 21	7	138.88	EA	972.16
111605010 1" VALVE BALL TUBV S/T PVC FKM 1/8" VENT HOLE TYPE 21	6	77.44	EA	464.64

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Product/Description	Quantity	Price	U/M	Extension
111605005 1/2" VALVE BALL TUBV S/T PVC FKM 1/8" VENTED HOLE TYPE 21 BV-4 15100-15 Asahi, GF, Hayward, Spears	9	58.88	EA	529.92
1606040 4" VALVE BALL TUBV S PVC FKM PTFE TYPE 21 150PSI	1	384.96	EA	384.96
1606030 3" VALVE BALL TUBV S PVC FKM PTFE TYPE 21 230PSI	5	227.52	EA	1,137.60
1605020 2" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI	18	93.76	EA	1,687.68
1605020 2" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI	4	93.76	EA	375.04
2085020 ACTUATOR ELEC QTR MSTR SER 94 FOR 2" BALL VLV TYPE 21 & 23	4	746.10	EA	2,984.40
1605010 1" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI	39	43.52	EA	1,697.28
1605015 1-1/2" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI	1	71.04	EA	71.04

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Product/Description	Quantity	Price	U/M	Extension
1605005 1/2" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI BFV-1 15100-16 Bray Sereis 30-31 Pratt BF	5	29.44	EA	147.20
3"- 1 each BFV-2 15100-18 Bray 40/41 Pratt Hp Keystone 1"-5 each 12"- 1 each 3"- 1 each BFV-3 15100-19 Bray 22/23 Keystone Pratee BF BFV-4 15100-20 Pratt Mueller CLow item 19 36" 1 each w/ 2" sq op nut 2" 2 each item 54 item 56 3/4" 1 each item 57 1" 1 each item 58 2" 1 each BFV-5 15100-21 Hayward				
173732030 3" VALVE BUTTERFLY PVC PP NITRILE LEVER WAFER TYPE 57P	6	271.36	EA	1,628.16
173732060 6" VALVE BUTTERFLY PVC PP NITRILE LEVER WAFER TYPE 57P CV-1 15100-22 Asahi, Spears	1	472.96	EA	472.96
1201020 2" VALVE SWING CHECK FLG PVC EPDM	1	790.40	EA	790.40
1210005 1/2" VALVE BALL CHECK TUBCV S/T PVC EPDM	1	31.68	EA	31.68
1201010 1" VALVE SWING CHECK FLG PVC EPDM	2	513.00	EA	1,026.00

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Product/Description	Quantity	Price	U/M	Extension
1201030 3" VALVE SWING CHECK FLG PVC EPDM CV-2 15100-23 Mueller Kennedy Pratt GA Ind 6"-1 4" 5 each 10"- 6 each 8" 1 each Cv-3 15100-24 GF, ASAHI, Spears CV-4 15100-25 GF, Asahi	6	1180.85	EA	7,085.10
1210010 1" VALVE BALL CHECK TUBCV S/T PVC EPDM CV-5 15100-26 GF, ASAHI, Spears CV-6 15100-27 AV-TEK Series 4900 CV-7 15100-28 Pratt Mueller Kennedy CV-8 15100-29 Proco 710 730 Plain End CV-9 15100-30 Flomatic 10" - 6 Each with actuator CS-1 15100-31 Ford Meter Box Company DPV-1 15100-32 GF, Ashai, Hayward DPV-2 15100-33 GF, Asahi.,	2	37.12	EA	74.24
1462030 3" VALVE DIAPHRAGM FLG PVC PVC PTFE TYPE 14	4	1193.40	EA	4,773.60

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Product/Description	Quantity	Price	U/M	Extension
1528010 1" VALVE DIAPHRAGM TU S PVC PVC PTFE TYPE 14	9	330.30	EA	2,972.70
1528020 2" VALVE DIAPHRAGM TU S PVC PVC PTFE TYPE 14	6	595.80	EA	3574.80
1528015 1-1/2" VALVE DIAPHRAGM TU S PVC PVC PTFE TYPE 14	3	482.40	EA	1,447.20
1528005 1/2" VALVE DIAPHRAGM TU S PVC PVC PTFE TYPE 14 DPV-3 15100-34 GF, Ashahi	32	234.90	EA	7,516.80
1461030 3" VALVE DIAPHRAGM FLG PVC PVC EPDM TYPE 14	3	693.00	EA	2,079.00
1526020 2" VALVE DIAPHRAGM TU S PVC PVC EPDM TYPE 14	6	367.20	EA	2,203.20
1526010 1" VALVE DIAPHRAGM TU S PVC PVC EPDM TYPE 14	36	205.20	EA	7,387.20
1526015 1-1/2" VALVE DIAPHRAGM TU S PVC PVC EPDM TYPE 14	1	306.90	EA	306.90

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Product/Description	Quantity	Price	U/M	Extension
1526007 3/4" VALVE DIAPHRAGM TU S PVC PVC EPDM TYPE 14 FLV-1 15100-35 Kennedy Orbinox RR or RC Clow 14" Swing GV-1 15100-36 GV-2 15100-37 30" 1 each Mueller Clow 263 GL-1 15100-38 Jenkins NV-1 15100-39 Swagelock Sereis 1R or 18R parker 1/2"- 2 each KGV-1 15100-40 Dezurik, Red Valve, Henry Pratt MV-1 15100-41 Watermena Model MV-11 PRV-1 15100-42 Watts Apollo Mueller 1/2"- 1 each 3"- 6 each PRV-2 Griffco, Plasto Asahi PRV-3 15100-44	16	159.30	EA	2,548.80
RVDT075-SP-PV 3/4" VALVE RELIEF SPIGOT PVC FKM PTFE 5-100PSI	8	521.10	EA	4,168.80

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RVDTM100T-PV 1" VALVE RELIEF T PVC PTFE 5-100 PSI Griffgo G Sereis Plasto 3/4"- 8 each 1"- 7each PRV-4 15100-45 Asahi Griffco 1"-7 each 3/4"-2 each 2'-1 each TU Style? sodium hydroxide PIV-1 15100-46 Pinch Valve Red Valve 5200E PV-1 15100-48 30"- 1 each with 2" sq op 8"- 4 each 6"-3 each SGV-1 15100-50 SV-1 15100-51 Plastomatic Z Cool	7	578.70	EA	4,050.90
EASMT4V12W24-PV 1/2" VALVE SOLENOID 2-WAY T PVC VIT PTFE 3/8" ORIF N/C	4	634.50	EA	2,538.00
Z-COOL-DIN-7612 CONNECTOR DIN FOR W11/W20 SOL COILS ENERGY SAVING SV-52 Burkett	4	159.00	EA	636.00
EPDM 1601005 1/2" VALVE BALL TUBV S/T PVC EPDM PTFE TYPE 21 230PSI	1	27.20	EA	27.20
1601007 3/4" VALVE BALL TUBV S/T PVC EPDM PTFE TYPE 21 230PSI	1	32.96	EA	32.96
1601010 1" VALVE BALL TUBV S/T PVC EPDM PTFE TYPE 21 230PSI	1	38.72	EA	38.72

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Product/Description	Quantity	Price	U/M	Extension
1601015 1-1/2" VALVE BALL TUBV S/T PVC EPDM PTFE TYPE 21 230PSI	1	63.68	EA	63.68
1601020 2" VALVE BALL TUBV S/T PVC EPDM PTFE TYPE 21 230PSI	1	85.12	EA	85.12
1602030 3" VALVE BALL TUBV S PVC EPDM PTFE TYPE 21 230PSI	1	193.28	EA	193.28
1201030 3" VALVE SWING CHECK FLG PVC EPDM	1	1243.00	EA	1,243.00
PRHM200V-PV 2" REGULATOR PRES T PVC FKM 5-125PSI MLD	1	1315.80	EA	1,315.80
RVDT200T-PV 2" VALVE RELIEF T PVC FKM PTFE 5-125PSI	1	1062.50	EA	1,062.50
RVDTM100T-PV 1" VALVE RELIEF T PVC PTFE 5-100 PSI	1	546.55	EA	546.55
1210010 1" VALVE BALL CHECK TUBCV S/T PVC EPDM	1	37.12	EA	37.12

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
73,424.29	0.00	0.00	73,424.29

Thanks For Thinking Harrington.

Respectfully

All Quotations are subject to review upon placement of order.

Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.

Post Falls WRF 1353-20655
Plumbing Fixtures Scope Escalation

Line #	Tag	QTY	Description	Bid Price	Total	Final Bid (2023)	Total
1	MF1-P-901	1	Water Closet	\$ 260.43	\$ 260.43	\$ 326.42	\$ 326.42
2	MF1-P-902	1	Lavatory	\$ 759.67	\$ 759.67	\$ 930.53	\$ 930.53
3	MF1-P-903	1	Utility Sink	\$ 373.65	\$ 373.65	\$ 583.10	\$ 583.10
4	MF1-P-904	6	Emergency Shower w/ Mixing Valve	\$ 6,113.03	\$ 36,678.18	\$ 7,393.69	\$ 44,362.14
5	MF1-P-905	8	Emergency Shower w/ Mixing Valve	\$ 3,933.48	\$ 31,467.84	\$ 5,300.21	\$ 42,401.68
6	MF1-P-906	1	Utility Sink	\$ 969.33	\$ 969.33	\$ 583.10	\$ 583.10
7	UV-P-900	1	Utility Sink	\$ 969.33	\$ 969.33	\$ 1,341.31	\$ 1,341.31
8	UW-P-900	1	Utility Sink	\$ 807.62	\$ 807.62	\$ 1,094.84	\$ 1,094.84
9	MF1-BFP-900	1	Backflow Preventer	\$ 2,467.57	\$ 2,467.57	\$ 6,245.08	\$ 6,245.08
10	TC1-BFP-900	1	Backflow Preventer	\$ 2,508.44	\$ 2,508.44	\$ 4,041.86	\$ 4,041.86
11	TC1-BFP-900	1	Backflow Preventer	\$ 2,508.44	\$ 2,508.44	\$ 4,041.86	\$ 4,041.86
12	MF1-WH-902	1	Electric Water Heater	\$ 703.70	\$ 703.70	\$ 1,096.69	\$ 1,096.69
13	MF1-WH-901	1	Gas Water Heater	\$ 5,757.54	\$ 5,757.54	\$ 9,078.68	\$ 9,078.68
14	UV-WH-900	1	Tankless Electric Water Heater	\$ 555.53	\$ 555.53	\$ 222.18	\$ 222.18
15	UW-WH-900	1	Tankless Electric Water Heater	\$ 555.53	\$ 555.53	\$ 222.18	\$ 222.18
16	MF1-HWR-901	1	Re-Circ Pump	\$ 351.70	\$ 351.70	\$ 487.86	\$ 487.86
17	MF1-HWR-902	1	Re-Circ Pump	\$ 270.26	\$ 270.26	\$ 389.01	\$ 389.01
18	MF1-HWR-903	1	Re-Circ Pump	\$ 270.26	\$ 270.26	\$ 389.01	\$ 389.01
19	MF1-ET-901	1	Expansion Tank	\$ 989.67	\$ 989.67	\$ 1,476.92	\$ 1,476.92
20	MF1-ET-902	1	Expansion Tank	\$ 843.26	\$ 843.26	\$ 1,258.46	\$ 1,258.46
21	MF1-REG-901	1	MF1-REG-901 GAS REGULATOR	\$ 76.76	\$ 76.76	\$ 95.43	\$ 95.43
22	MF1-REG-904	1	MF1-REG-904 GAS REGULATOR	\$ 76.76	\$ 76.76	\$ 95.43	\$ 95.43
23	MF1-REG-902	1	MF1-REG-902 GAS REGULATOR	\$ 81.00	\$ 81.00	\$ 100.69	\$ 100.69
24	MF1-REG-903	1	MF1-REG-903 GAS REGULATOR	\$ 81.00	\$ 81.00	\$ 100.69	\$ 100.69
25	MF1-REG-905	1	MF1-REG-905 GAS REGULATOR	\$ 81.00	\$ 81.00	\$ 100.69	\$ 100.69
26	MF1-REG-906	1	MF1-REG-906 GAS REGULATOR	\$ 81.00	\$ 81.00	\$ 100.69	\$ 100.69
27	RD	8	Roof Drains and Extensions/Domes	\$ 1,102.73	\$ 8,821.84	\$ 1,254.46	\$ 10,035.68
28	TC1-SP-900	1	Duplex Grinder pumps w\36" x 48" pit & a	\$ 5,951.67	\$ 5,951.67	\$ 11,282.16	\$ 11,282.16
29	UW-SP-900	1	Duplex Grinder pumps w\36" x 60" pit & a	\$ 6,039.44	\$ 6,039.44	\$ 11,425.91	\$ 11,425.91
				Total	\$111,358.42	Total	\$153,910.27
						Difference	\$ 42,551.85

Job Name: **WRF Tertiary Treatment Improvements**

Location: **2002 W Seltice Way, Post Falls, ID 83854, USA**

Quoted By: **Phil Saporito**
 Bid Date: **05/28/2020**
 Expires: **06/27/2020**

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html. Govt Buyers: All items quoted are open market unless noted otherwise. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE. CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Ferguson – Washington

Seattle - (206) 767-7700
Spokane - (509) 534-6500, WA
Phone:

ITEM #	MFC	DESCRIPTION	P-QTY	U/M	P-UNIT PRICE	EXT QTY	EXT PRICE
SECTION 301 TARIFFS: PLEASE SEE THE FULL FERGUSON LETTER AT THE END OF THIS QUOTE. THE ANNOUNCED INCREASED TARIFFS WILL RESULT IN PRICE INCREASES. AT THIS TIME, OUR VENDORS ARE UNCLEAR WHEN/IF AND AT WHAT RATE THESE TARIFFS WILL BE IMPOSED. HERE ARE THE STEPS WE WILL TAKE GIVEN THE INFORMATION WE HAVE TODAY: 1) PRICING ON ALL PRODUCTS IMPORTED FROM CHINA ON OPEN AND FUTURE QUOTES WILL EXPIRE 30 DAYS AFTER THE BID DATE. 2) WE WILL CONTINUE TO COMPETITIVELY QUOTE THESE PRODUCTS BASED ON OUR COST. IF THE TARIFFS ARE IMPOSED, WE WILL HAVE NO CHOICE BUT TO PASS THESE COSTS ON TO THE MARKET. 3) TO BE CLEAR, IF/WHEN THE TARIFFS ARE IMPOSED, FERGUSON WILL BE FORCED TO PRICE THESE PRODUCTS BASED ON THE COST AT THE TIME OF SHIPMENT. THE FOLLOWING QUOTATION INCORPORATES (IF APPLICABLE) ADDENDA #1, 2, 3, 4, 5, 6, 7 & 8 THE FOLLOWING QUOTATION DOES NOT INCORPORATE ANY ADDENDA. NONE WERE AVAILABLE OR PROVIDED AT TIME OF DEVELOPMENT NOTE: THIS QUOTE HAS BEEN PREPARED BASED ON OUR INTERPRETATION OF THE INFORMATION PROVIDED. WE RESERVE THE RIGHT TO REQUOTE PRICING OR MODEL NUMBERS ACCORDINGLY. THIS QUOTE IS SUBJECT TO APPROVAL NOTE: THE BELOW QUOTE CONTAINS ITEMS THAT WE WERE NOT ABLE TO PRICE AT THE TIME OF QUOTATION. <u>MF1-P-901 WATER CLOSET</u>							
K3493-0	KOHLER	COMBO CODE - INCLUDES THE FOLLOWING 2 PRODUCTS:	0			0	
K4304-0	KOHLER	CCY 1/1.4 PRESSURE LITE ELONGATED BOWL HIGHLINE WHITE	1			1	

Job Name: **WRF Tertiary Treatment Improvements**

Location: **2002 W Seltice Way, Post Falls, ID 83854, USA**

Quoted By: **Phil Saporito**
 Bid Date: **05/28/2020**
 Expires: **06/27/2020**

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html. Govt Buyers: All items quoted are open market unless noted otherwise. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE. CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Ferguson – Washington

Seattle - (206) 767-7700
Spokane - (509) 534-6500, WA
Phone:

ITEM #	MFC	DESCRIPTION	P-QTY	U/M	P-UNIT PRICE	EXT QTY	EXT PRICE
K4645-0	KOHLER	CCN 1.6 PRESSURE LITE TANK WITH SLOAN WHITE	1			1	
K4670-CA-0	KOHLER	ELONGATED BOWL OPEN FRONT W/CHECK HINGE & ANTIM AGENT WHITE	1			1	
PFXCAC32C	PROFLO	LF 5/8 OD X 3/8 OD COMM ST	1			1	
PFX146473	PROFLO	LEAD LAW COMPLIANT 3/8 C X 7/8 16 STAINLESS STEEL CLOSET CONNECTOR	1			1	
PFE7	PROFLO	5/8" OD CP SHALLOW ESC FLANGE	1			1	
PFWRWH	PROFLO	WAX RING W/ HORN	1			1	
PFC8110RWL A	PROFLO	1/4X2-1/4 BRS CLOSET BOLT RND WASHER	1			1	
		SUBTOTAL	1		\$260.43	1	\$260.43
		<u>MF1-P-902 LAVATORY</u>					
K2032-0	KOHLER	20-3/4"X18-1/4" VC WALL HUNG LAV W/ BACKSPLASH, 4"CC	1			1	
D501LFTGMH DF	DELTA	CCY LEAD LAW COMPLIANT 0.35 CLASSIC 1 HANDLE CENTER SET LAVATORY FAUCET	1			1	
PFGD101	PROFLO	1-1/4X6 17GA OFFSET GRID DRAIN CP	1			1	
PFPTB104	PROFLO	1-1/4X1-1/2 17GA P TRAP W/CO CP	1			1	
PFXCAC32C	PROFLO	LF 5/8 OD X 3/8 OD COMM ST	2			2	
PFX146324	PROFLO	LEAD LAW COMPLIANT 3/8 C X 1/2 FIP 20 STAINLESS STEEL SINK CONNECTOR	2			2	
PFE7	PROFLO	5/8" OD CP SHALLOW ESC FLANGE	2			2	
PF203WH	PROFLO	COVER FOR OFFSET TRAP / HOT & COLD STOP & SUPPLY	1			1	
L170LF	LEONARD	LEAD LAW COMPLIANT 3/8 X 3/8 POU THERMOSTAT MIX VALVE	1			1	
		SUBTOTAL	1		\$313.43	1	\$313.43
		ADD AS REQUIRED:					
S0700	JR SMITH	HIGH BACK CONCEALED ARM LAVATORY CARRIER, SINGLE	1	EA	\$446.24	1	\$446.24

Job Name: **WRF Tertiary Treatment Improvements**

Location: **2002 W Seltice Way, Post Falls, ID 83854, USA**

Quoted By: **Phil Saporito**
 Bid Date: **05/28/2020**
 Expires: **06/27/2020**

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Ferguson – Washington

Seattle - (206) 767-7700
Spokane - (509) 534-6500, WA
Phone:

ITEM #	MFC	DESCRIPTION	P-QTY	U/M	P-UNIT PRICE	EXT QTY	EXT PRICE
<u>MF1-P-903 UTILITY SINK</u>							
M15F	MUSTEE	SINGLE FLOOR MOUNTING LAUNDRY TRAY	1			1	
C1895GN8BV	CHICAGO	NOT FOR POTABLE USE 8 GOOSENECK WING BAR FAUCET	1			1	
BE22CP	PROFLO	CHROME	1			1	
PFTP100	PROFLO	1-1/2X4 17GA FLG TAILPIECE CP	1			1	
PFTP108	PROFLO	1-1/2 17GA P TRAP W/CO CP	1			1	
PFXCAC32C	PROFLO	LF 5/8 OD X 3/8 OD COMM ST	2			2	
PFX146324	PROFLO	LEAD LAW COMPLIANT 3/8 C X 1/2 FIP 20 STAINLESS STEEL	2			2	
PFE7	PROFLO	SINK CONNECTOR	2			2	
		5/8" OD CP SHALLOW ESC FLANGE	2			2	
		SUBTOTAL	1		\$373.65	1	\$373.65
<u>MF1-P-904 EMERGENCY SHOWER</u>							
H8317CTFP	HAWS	EYE/FACE WASH UNIV TOP & BOTTOM	1			1	
HSP829SS	HAWS	1 NPT STAINLESS STEEL SHWRHD AXION MSR	1			1	
HSP154DPDT	HAWS	FLOW SWITCH	1			1	
H9001	HAWS	EMERGENCY ALARM SYSTEM W/ AMBER FLASHING LIGHT, INTERMITTENT AUDIBLE ALARM RATEDAT 90 DB, 120 VOLTS	1			1	
		SUBTOTAL	1		\$5,401.29	1	\$5,401.29
ADD AS REQUIRED:							
H9201E	HAWS	THERMOSTATIC MIXING VALVE, FLOWS TO 28 GPM	1	EA	\$711.74	1	\$711.74
<u>MF1-P-905 EMERGENCY SHOWER</u>							
H8336	HAWS	CORR RES PVC PLAS SHOWER & EYE / WASH	1			1	
HSP154DPDT	HAWS	FLOW SWITCH	1			1	
H9001	HAWS	EMERGENCY ALARM SYSTEM W/ AMBER FLASHING LIGHT, INTERMITTENT AUDIBLE ALARM RATEDAT 90 DB, 120 VOLTS	1			1	
		SUBTOTAL	1		\$3,221.74	1	\$3,221.74

Job Name: **WRF Tertiary Treatment Improvements**

Location: **2002 W Seltice Way, Post Falls, ID 83854, USA**

Quoted By: **Phil Saporito**
 Bid Date: **05/28/2020**
 Expires: **06/27/2020**

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Ferguson – Washington

Seattle - (206) 767-7700
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Phone:

ITEM #	MFC	DESCRIPTION	P-QTY	U/M	P-UNIT PRICE	EXT QTY	EXT PRICE
ADD AS REQUIRED:							
H9201E	HAWS	THERMOSTATIC MIXING VALVE, FLOWS TO 28 GPM	1	EA	\$711.74	1	\$711.74
<u>MF1-P-906 & UV-P-900 UTILITY SINK</u>							
E1C24X24R24 X	ELKAY	SSP 12 STANDARD SERIES SINKS 16 GA	1			1	
D28C2383AC	DELTA	NOT FOR POTABLE USE 5.0 GALLONS PER MINUTE WALL MOUNT 8 CENTER SET SERVICE SINK FAUCET	1			1	
PFWTS	PROFLO	CHROME FLAT GRID STRAINER	1			1	
PFTP100	PROFLO	1-1/2X4 17GA FLG TAILPIECE CP	1			1	
PFPT108	PROFLO	1-1/2 17GA P TRAP W/CO CP	1			1	
SUBTOTAL			1		\$969.33	1	\$969.33
<u>UW-P-900 UTILITY SINK</u>							
E1C18X18R18 X	ELKAY	39X24 2H 1B SS SCUL SINK *STANDA	1			1	
D28C2383AC	DELTA	NOT FOR POTABLE USE 5.0 GALLONS PER MINUTE WALL MOUNT 8 CENTER SET SERVICE SINK FAUCET	1			1	
PFWTS	PROFLO	CHROME FLAT GRID STRAINER	1			1	
PFTP100	PROFLO	1-1/2X4 17GA FLG TAILPIECE CP	1			1	
PFPT108	PROFLO	1-1/2 17GA P TRAP W/CO CP	1			1	
SUBTOTAL			1		\$807.62	1	\$807.62
<u>MF1-BFP-900 - BACKFLOW PREVENTER</u>							
W957ZOSYM	WATTS	WATER RED PRESS ZONE ASSEMBLY Z-PATT OS	1			1	
W957AG	WATTS	2-1/2 - 10" WATTS 957 AIR GAP	1			1	
W77FSSM	WATTS	3 77F STAINLESS STEEL	1			1	



QUOTE #BPLB20200200002505

Job Name: WRF Tertiary Treatment ImprovementsQuoted By: **Phil Saporito**Bid Date: **05/28/2020**Expires: **06/27/2020**Location: 2002 W Seltice Way, Post Falls, ID 83854, USA

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ITEM #	MFC	DESCRIPTION	P-QTY	U/M	P-UNIT PRICE	EXT QTY	EXT PRICE
		SUBTOTAL	1		\$2,467.57	1	\$2,467.57
		<u>TC1-BFP-900 & UV-BFP-900 BACKFLOW PREVENTER</u>					
WSS009M3QT	WATTS	WATER 3/4 SS 009M3QTS	1			1	
SF							
W909AGC	WATTS	3/4" - 1" (009/909) / 1" - 1-1/2" (009M2) AIR GAP	1			1	
		SUBTOTAL	1		\$1,838.22	1	\$1,838.22
		ADD THE FOLLOWING IF REQUIRED					
W88SF	WATTS	3/4 SS 600# IPS WYE STRAINER	1	EA	\$670.22	1	\$670.22
		<u>MF1-WH-902 ELECTRIC WATER HEATER</u>					
BLE120L33	BRADFORD	19 GAL, 1PH LIGHT DUTY COMMERCIAL ELECTRIC WATER	1			1	
	WHITE	HEATER LOWBOY 3KW, 277V, 1 PHASE 3 YEAR WARRANTY					
BDROPCHAR	BRADFORD	COMMERCIAL WATER HEATER DROP CHARGE	1			1	
GE	WHITE						
HQS50P	HUBBARD	75 WATER HEATER BODY STRAP	1			1	
		SUBTOTAL	1		\$703.70	1	\$703.70

Job Name: **WRF Tertiary Treatment Improvements**

Location: **2002 W Seltice Way, Post Falls, ID 83854, USA**

Quoted By: **Phil Saporito**
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Phone:

ITEM #	MFC	DESCRIPTION	P-QTY	U/M	P-UNIT PRICE	EXT QTY	EXT PRICE
ADD AS REQUIRED:							
WARRANTY	BRADFORD WHITE	EXTENDS STANDARD 3-YEAR TANK WARRANTY TO 5-YEAR TANK PARTS WARRANTY REMAINS 1-YEAR	1	EA	\$125.00	1	\$125.00
MF1-WH-901 GAS WATER HEATER							
BEF100T199E 3N	BRADFORD WHITE	CCY 10 GALLON COMMERCIAL NATURAL GAS WATER HEATER	1			1	
BDROPCHAR GE	BRADFORD WHITE	COMMERCIAL WATER HEATER DROP CHARGE	1			1	
HQS120	HUBBARD	120 WATER HEATER BODY STRAP	1			1	
BA2123601	BRADFORD WHITE	125K-250K BTU COND NEUTRALIZER	1			1	
B2394406901	BRADFORD WHITE	CONCENTRIC VENT KIT	1			1	
SUBTOTAL			1		\$5,757.54	1	\$5,757.54
ADD AS REQUIRED:							
WARRANTY	BRADFORD WHITE	EXTENDS STANDARD 3-YEAR TANK WARRANTY TO 5-YEAR TANK PARTS WARRANTY REMAINS 1-YEAR	1	EA	\$470.00	1	\$470.00
UV-WH-900 & UW-WH-900 TANKLESS ELECTRIC WATER HEATER							
EAM008277T	EEMAX	8.0KW 277V ACCUMIX II	1	EA	\$555.53	1	\$555.53
TC1-SP-900 SUMP PUMP							
LD3648LSG20 4S	LIBERTY	36X48 DUPLEX LSG204	1	EA	\$5,951.67	1	\$5,951.67
UW-SP-900 SUMP PUMP							
LD3660LSG20 424S	LIBERTY	36X60 DUP LSG204 24 DISCH - S	1	EA	\$6,039.44	1	\$6,039.44

Job Name: **WRF Tertiary Treatment Improvements**

Location: **2002 W Seltice Way, Post Falls, ID 83854, USA**

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Phone:

ITEM #	MFC	DESCRIPTION	P-QTY	U/M	P-UNIT PRICE	EXT QTY	EXT PRICE
<u>MF1-HWR-901 RE-CIRC PUMP</u>							
NOTE: TIME CLOCK & ACCESSORIES BY OTHERS. WE OFFER THE FOLLOWING SUBJECT TO THE APPROVAL OF THE ENGINEER / OWNER.							
TC40020S	TACO	SS RECIRC PUMP 15GPM @ 20'HD	1			1	
TC00FLANGE SS	TACA	SS FLANGE SET	1			1	
		SUBTOTAL	1		\$351.70	1	\$351.70
<u>MF1-HWR-902 & MF1-HWR-903 RE-CIRC PUMP</u>							
NOTE: WE OFFER THE FOLLOWING SUBJECT TO THE APPROVAL OF THE ENGINEER / OWNER.							
T006E3LC	TACO	006E CIRC., ECM, UNION CONNECTION POLYMER CASING WITH CORD	1			1	
TUFS075T	TACO	3/4"NPT UNION FITTING ASSY	1			1	
T2651	TACO	ANALOG 24HR TIMER	1			1	
		SUBTOTAL	1		\$270.26	1	\$270.26
<u>MF1-ET-901 EXPANSION TANK</u>							
AST30VCDD	AMTROL	ST30VC-150DD	1	EA	\$989.67	1	\$989.67
<u>MF1-ET-902 EXPANSION TANK</u>							
AST12CDD	AMTROL	LF 6.4G THERM-X-TROL EXP TANK WHTR	1	EA	\$843.26	1	\$843.26



Job Name: WRF Tertiary Treatment Improvements

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Spokane - (509) 534-6500, WA
Phone:

ITEM #	MFC	DESCRIPTION	P-QTY	U/M	P-UNIT PRICE	EXT QTY	EXT PRICE
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Job Name: WRF Tertiary Treatment Improvements

Location: 2002 W Seltice Way, Post Falls, ID 83854, USA

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Ferguson – Washington

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Spokane - (509) 534-6500, WA

Phone:

ITEM #	MFC	DESCRIPTION	P-QTY	U/M	P-UNIT PRICE	EXT QTY	EXT PRICE
RD-1 ROOF DRAIN							
S1010Y02CRC IDG	JR SMITH	16" DIAMETER ROOF DRAIN - LOW PROFILE DOME - 2" NO HUB , UNDERDECK CLAMP, SUMP RECEIVER, GALV. CAST IRON DOME	1	EA	\$804.94	1	\$804.94
S1010Y03CRC IDG	JR SMITH	16" DIAMETER ROOF DRAIN - LOW PROFILE DOME - 3" NO HUB , UNDERDECK CLAMP, SUMP RECEIVER, GALV. CAST IRON DOME	2	EA	\$804.94	1	\$804.94
S1010Y04CRC IDG	JR SMITH	16" DIAMETER ROOF DRAIN - LOW PROFILE DOME - 4" NO HUB , UNDERDECK CLAMP, SUMP RECEIVER, GALV. CAST IRON DOME	6	EA	\$804.94	1	\$804.94
ADD AS REQUIRED:							
M	JR SMITH	E - EXTENSION UP TO 4" (SPECIFY)	1	EA	\$297.79	1	\$297.79

Job Name: **WRF Tertiary Treatment Improvements**

Quoted By: **Phil Saporito**
Bid Date: **05/28/2020**
Expires: **06/27/2020**

Location: **2002 W Seltice Way, Post Falls, ID 83854, USA**

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Ferguson – Washington
Seattle - (206) 767-7700
Spokane - (509) 534-6500, WA
Phone:

ITEM #	MFC	DESCRIPTION	P-QTY	U/M	P-UNIT PRICE	EXT QTY	EXT PRICE
A1813CF	AMERICANME	<u>MF1-REG-901 & MF1-REG-904 GAS REGULATOR</u>	1	EA	\$76.76	1	\$76.76
		NOTE: WE OFFER THE FOLLOWING SUBJECT TO THE APPROVAL OF THE ENGINEER / OWNER.					
		3/4 GAS PRESSURE REGISTER					
A1813CH	AMERICANME	<u>MF1-REG-902, MF1-REG-903, MF1-REG-905, & MF1-REG-906 GAS REGULATOR</u>	1	EA	\$81.00	1	\$81.00
		NOTE: WE OFFER THE FOLLOWING SUBJECT TO THE APPROVAL OF THE ENGINEER / OWNER.					
		1-1/4 GAS PRESSURE REGISTER					



FERGUSON #3061
600 WEST DALTON
COEUR D ALENE, ID 83815-8652

Phone: 208-667-8093
Fax: 208-765-9191

Deliver To:
From: Cole Telin
Comments:

14:54:59 MAR 31 2023

Page 1 of 4

FERGUSON ENTERPRISES #3007

Order Confirmation
Phone: 208-667-8093
Fax: 208-765-9191

Order No: 1347198
Order Date: 03/08/23
Writer: CAT

Req Date: 04/05/23

Ship Via: OUR TRUCK
Terms: NET 10TH PROX

Sold To: SLETTEN CONSTRUCTION
PO BOX 2467
POST FALLS WRF TERTIARY IMP
GREAT FALLS, MT 59401

Ship To: SLETTEN CONSTRUCTION
841 GRIFFIN ST
TIM FARMER
POST FALLS, ID 83854

Cust PO#: FIXTURES

Job Name: POST FALLS WRF TERTIARY I

Item	Description	Quantity	Net Price	UM	Total
MF1-P-901 WATER CLOSET					

K4304-0	CCY 1/1.4 P/LITE EB *HIGHLI WHIT	1	76.400	EA	76.40
K4645-0	CCN 1.6 P/LITE TANK W/ SLOAN WHIT	1	193.130	EA	193.13
K4670-CA-0	EB OF CH LC SEAT *LUSTRA WHIT	1	40.960	EA	40.96
PFXCAC32C	LF 5/8 OD X 3/8 OD COMM ST	1	8.130	EA	8.13
PFX146473	LF 3/8 C X 7/8 16 SS CLST CONN	1	3.910	EA	3.91
PFE7	1/2 CTS 5/8 OD ESC CP	1	0.260	EA	0.26
PFWRWH	WAX RING W/ HORN	1	1.790	EA	1.79
PFC8110RWLA	1/4X2-1/4 BRS CLST BLT DBL RND PR	1	1.840	PR	1.84
	SUBTOTAL				326.42

MF1-P-902 LAVATORY					

K2032-0	20X18 4 VC LAV *GREENW WHIT	1	52.180	EA	52.18
D501LFTGMHDF	CCY LF 0.35 *CLASSI 1HDL CC LA	1	85.830	EA	85.83
PFGD101	1-1/4X6 17GA OFFSET GRID DRN CP	1	24.500	EA	24.50
PFPTB104	1-1/4X1-1/2 17GA P TRAP W/CO CP	1	13.400	EA	13.40
PFXCAC32C	LF 5/8 OD X 3/8 OD COMM ST	2	8.130	EA	16.26
PFX146324	LF 3/8 C X 1/2 FIP 20 SS SINK CONN	2	4.260	EA	8.52
PFE7	1/2 CTS 5/8 OD ESC CP	2	0.260	EA	0.52
PF203WH	P TRAP SPLY & OS TLPC CVR ONLY WHT	1	44.170	EA	44.17
L170LF	LF 3/8X3/8 POU TSTAT MIX VLV	1	111.670	EA	111.67
S0700	HIGH BCK LAV CARRIER	1	573.480	EA	573.48
	SUBTOTAL				930.53

MF1-P-903 UTILITY SINK					

M15F	SGL FLR MTG LDRY TRAY	1	132.310	EA	132.31
M15F	SGL FLR MTG LDRY TRAY	1	132.310	EA	132.31
C1895GN8BVBE22CP	*NP 8 GN WING BAR FCT CP	2	387.410	EA	774.82
PFTPB100	1-1/2X4 17GA FLG TLPC CP	2	8.460	EA	16.92
PFPTB108	1-1/2 17GA P TRAP W/CO CP	2	29.620	EA	59.24
PFXCAC32C	LF 5/8 OD X 3/8 OD COMM ST	4	8.130	EA	32.52
PFX146324	LF 3/8 C X 1/2 FIP 20 SS SINK CONN	4	4.260	EA	17.04



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<https://survey.medallia.com/?bidsorder&fc=3031&on=1240438>

Order Confirmation

Fax: 208-765-9191

14:54:59 MAR 31 2023

Reference No: 1347198

Item	Description	Quantity	Net Price	UM	Total
PFE7	1/2 CTS 5/8 OD ESC CP	4	0.260	EA	1.04
	SUBTOTAL				1166.20

	MF1-P-904 EMERGENCY SHOWER				
H8317CTFP	EYE/FACE WASH UNIV TOP & BOTTOM	6	3587.610	EA	21525.66
HSP829SS	1 NPT SS SHWRHD AXION MSR	6	230.870	EA	1385.22
SP-HSP154DPDT	1-1/4 FLOW SWTCH 125/250V 5AMP	6	897.390	EA	5384.34
H9001	EMERG ALRM LGHT SYS	6	1651.300	EA	9907.80
H9201E	*NP MDL 9201E EMER VLV TSTAT MIXE	6	1026.520	EA	6159.12
	SUBTOTAL				44362.14

	MF1-P-905 EMERGENCY SHOWER				
H8336	CORR RES PVC PLAS SHWR & EYE / WASH	8	1725.000	EA	13800.00
SP-HSP154DPDT	1-1/4 FLOW SWTCH 125/250V 5AMP	8	897.390	EA	7179.12
H9001	EMERG ALRM LGHT SYS	8	1651.300	EA	13210.40
H9201E	*NP MDL 9201E EMER VLV TSTAT MIXE	8	1026.520	EA	8212.16
	SUBTOTAL				42401.68

	MF1-P-906 & UV-P-900				
	UTILITY SINK				
E1C24X24R24X	SSP 12 STD SER SINKS 16GA	1	1000.160	EA	1000.16
D28C2383AC	*NP 4 GPM WM 8 CC SERV SINK FCT	1	287.860	EA	287.86
PFWTS	FLT TOP STRN L/ TLPC	1	15.210	EA	15.21
PFTP100	1-1/2X4 17GA FLG TLPC CP	1	8.460	EA	8.46
PFPTB108	1-1/2 17GA P TRAP W/CO CP	1	29.620	EA	29.62
	SUBTOTAL				1341.31

	UW-P-900 UTILITY SINK				
E1C18X18R18X	39X24 2H 1B SS SCUL SINK *STANDA	1	753.690	EA	753.69
D28C2383AC	*NP 4 GPM WM 8 CC SERV SINK FCT	1	287.860	EA	287.86
PFWTS	FLT TOP STRN L/ TLPC	1	15.210	EA	15.21
PFTP100	1-1/2X4 17GA FLG TLPC CP	1	8.460	EA	8.46
PFPTB108	1-1/2 17GA P TRAP W/CO CP	1	29.620	EA	29.62
	SUBTOTAL				1094.84

	MF1-BFP-900 - BACKFLOW				
	PREVENTER				
W957ZOSYM	*0123 *CVR* LF RED PRES ZONE ASSY Z	1	5343.850	EA	5343.85
W957AG	2-1/2 - 10 RPZ AIR GAP ASSY F/ 957	1	242.080	EA	242.08
W77FSSM	LF 3 77F SS	1	659.150	EA	659.15
	SUBTOTAL				6245.08

	TC1-BFP-900 & UV-BFP-900				
	BACKFLOW PREVENTER				
WSS009M3QTSF	*CVR* LF 3/4 SS 009M3QTS	2	2880.660	EA	5761.32
W909AGC	1-1-1/2 009 / 3/4-1 909 AIR GAP	2	52.420	EA	104.84
W88SF	*NP 3/4 SS 600# IPS WYE STRN	2	1108.780	EA	2217.56
	SUBTOTAL				8083.72

	MF1-WH-902 ELECTRIC WATER				
	HEATER				
SP-BLE120L33	19G 4.5KW 208V 1PH COMM ELECTRIC	1	998.690	EA	998.69


HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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<https://survey.medallia.com/?bidsorder&fc=3031&on=1240438>

Fax: 208-765-9191

14:54:59 MAR 31 2023
Reference No: 1347198

Item	Description	Quantity	Net Price	UM	Total
SP-DROP_CHARGE_FEED	DROP CHARGE FEE	1	80.000	EA	80.00
HQS50P	75 WHTR STRP IN POLY BAG	1	18.000	EA	18.00
	SUBTOTAL				1096.69

	MF1-WH-901 GAS WATER HEATER				

BEF100T199E3N	CCY ULN 100G COMM NAT WHTR	1	8830.740	EA	8830.74
SP-DROP_CHARGE_FEED	DROP CHARGE FEE	1	80.000	EA	80.00
HQS120	120 WHTR BDY STRP	1	36.190	EA	36.19
BA2123601	125K-250K BTU CNDST NEUT	1	131.760	EA	131.76
	SUBTOTAL				9078.69

	UV-WH-900 & UW-WH-900 TANKLESS ELECTRIC WATER HEATER				

EEMT6	LF 6G 120V MINI WHTR	2	222.180	EA	444.36
	SUBTOTAL				444.36

	MF1-HWR-901 RE-CIRC PUMP				

SP-TC40020S	SS RECIRC PUMP 15GPM @ 20'HD	1	453.490	EA	453.49
SP-TC00FLANGESS	SS FLG SET-SPECIFY SIZE	1	34.370	EA	34.37
	SUBTOTAL				487.86

	MF1-HWR-902 & MF1-HWR-903 RE-CIRC PUMP				

T006E3LC	ECM HE CIRC W/ LINE CORD	2	263.280	EA	526.56
TUFS075T	3/4 NPT UNION FTG ASSY	2	14.900	EA	29.80
T2651	ANALOG 24HR TIMER	2	110.830	EA	221.66
	SUBTOTAL				778.02

	MF1-ET-901 EXPANSION TANK				

AST30VCDD	14GAL THERM-X-TROL EXP TANK	1	1476.920	EA	1476.92
	SUBTOTAL				1476.92

	MF1-ET-902 EXPANSION TANK				

AST12CDD	LF 6.4G THERM-X-TROL EXP TANK WHTR	1	1258.460	EA	1258.46
	SUBTOTAL				1258.46

	MF1-REG-901 & MF1-REG-904 GAS REGULATOR				

A1813CF	3/4 GAS PRES REG	2	95.430	EA	190.86
	SUBTOTAL				190.86

	MF1-REG-902, MF1-REG-903, MF1-REG-905, & MF1-REG-906 GAS REGULATOR				

A1813CH	1-1/4 GAS PRES REG	4	100.690	EA	402.76



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<https://survey.medallia.com/?bidsorder&fc=3031&on=1240438>

FERGUSON ENTERPRISES #3007

Order Confirmation

Fax: 208-765-9191

14:54:59 MAR 31 2023

Reference No: 1347198

SUBTOTAL	402.76
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Net Total:	\$121166.54
Tax:	\$7269.99
Freight:	\$0.00
Total:	\$128436.53

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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<https://survey.medallia.com/?bidsorder&fc=3031&on=1240438>



2304 NORTH DOLLAR ROAD
SPOKANE, WA 99212

Please contact with Questions: 509-534-6500

5478 1 MB 0.515 E0132 I0242 D10184002711 S2 P9479581 0002:0002



SLETTEN CONSTRUCTION
POST FALLS WRF TERTIARY IMPROV
PO BOX 2467
GREAT FALLS MT 59403-2467

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0899110	\$895.11	1240438	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #3007
PO BOX 847411
DALLAS, TX 75284-7411

MASTER ACCOUNT NUMBER: 183007

SHIP TO:

SLETTEN CONSTRUCTION
841 GRIFFIN ST
TIM FARMER
POST FALLS, ID 83854

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
3031	3031	IDONLY	PO-23	031	POST FALLS WRF TERTIARY I	01/17/23	IO 479306
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
8	8	SP-S1010CIDG	PLOY DOMES CREDIT WILL BE \$32.66 EACH GALVANIZED DOMES	105.555	EA	844.44	
			INVOICE SUB-TOTAL			844.44	
			TAX	Idaho		50.67	

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TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$895.11

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH. *Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.*



2304 NORTH DOLLAR ROAD
SPOKANE, WA 99212



Please contact with Questions: 509-534-6500

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0816006	\$9,811.91	1240438	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON ENTERPRISES LLC #3007
PO BOX 847411
DALLAS, TX 75284-7411

8931 1 MB 0.515 E0336X I0584 D9712132859 S2 P9275567 0001:0001



SLETTEN CONSTRUCTION
POST FALLS WRF TERTIARY IMPROV
PO BOX 2467
GREAT FALLS MT 59403-2467

SHIP TO:

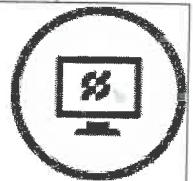
SLETTEN CONSTRUCTION
841 GRIFFIN ST
TIM FARMER
POST FALLS, ID 83854

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
3031	3031	IDONLY	PO-23	031	POST FALLS WRF TERTIARY I	09/23/22	IO 469613
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
6	6	SP-S1010Y04E035CR	4" ROOF DRAIN COMPLETE W/EXT,C,D	1148.912	EA	6893.47	
2	2	SP-S1010Y03E035CR	3" ROOF DRAIN COMPLETE W/EXT C R	1148.910	EA	2297.82	
			3 WEEK LEAD TIME PLUS TRANSIT				
			INVOICE SUB-TOTAL			9191.29	
			FREIGHT			65.23	
			TAX Idaho			555.39	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

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TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$9,811.91
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

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FERGUSON**WOLSELEY**
INDUSTRIAL GROUP2304 NORTH DOLLAR ROAD
SPOKANE, WA 99212

Please contact with Questions: 503-484-1399

SLETTEN CONSTR. CO.
Great Falls, Mont.

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
8855238	\$5,362.04	1240438	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**FERGUSON ENTERPRISES LLC #3007
PO BOX 847411
DALLAS, TX 75284-7411

4152 1 MB 0.450 E0317X I0498 D7119980034 S2 P7990362 0001:0002

SLETTEN CONSTRUCTION
POST FALLS WRF TERTIARY IMPROV
PO BOX 2467
GREAT FALLS MT 59403-2467**SHIP TO:**SLETTEN CONSTRUCTION
841 GRIFFIN ST
TIM FARMER
POST FALLS, ID 83854

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
3031	3031	IDONLY	PO-023 SUMPS	031	POST FALLS WRF TERTIARY I	01/21/21	IO 418826

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			UW-SP-900 *****			
1	1	SP-LEPS90957REVC	TC1-CP-900	2457.390	EA	2457.39
1	1	SP-LEPS90959REVC	FACTORY ASSEMBLE GRIND SUMP	2601.140	EA	2601.14
			FACTORY ASSEMBLE GRINDER SUMP			
			INVOICE SUB-TOTAL			5058.53
			TAX	Idaho		303.51

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FERGUSON #3031
2304 NORTH DOLLAR ROAD
SPOKANE, WA 99212

Phone: 509-534-6500
Fax: 509-535-2592

Deliver To:
From: Cole Telin
Comments:

10:56:44 JAN 20 2021

Page 1 of 1

FERGUSON ENTERPRISES LLC #3007
Order Confirmation
Phone: 509-534-6500
Fax: 509-535-2592

Order No: 8855238
Order Date: 12/10/20
Writer: CAT

Req Date: 01/21/21

Ship Via: OUR TRUCK
Terms: NET 10TH PROX

Sold To: SLETTEN CONSTRUCTION
PO BOX 2467
POST FALLS WRF TERTIARY IMP
GREAT FALLS, MT 59401

Ship To: SLETTEN CONSTRUCTION
841 GRIFFIN ST
TIM FARMER
POST FALLS, ID 83854

Cust PO#: PF-023

Job Name: POST FALLS WRF TERTIARY I

Item	Description	Quantity	Net Price	UM	Total
	UW-SP-900 *****				
SP-LEPS90959REVC	FACTORY ASSEMBLE GRINDER SUMP ----	1	2601.140	EA	2601.14
	TC1-CP-900				
SP-LEPS90957REVC	FACTORY ASSEMBLE GRIND SUMP	1	2457.390	EA	2457.39
Net Total:					\$5058.53
Tax:					\$303.51
Freight:					\$0.00
Total:					\$5362.04

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

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2304 NORTH DOLLAR ROAD
SPOKANE, WA 99212



INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0618424	\$17,649.53	1240438	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #3007
PO BOX 847411
DALLAS, TX 75284-7411

Please contact with Questions: 509-534-6500

MASTER ACCOUNT NUMBER: 183007

SHIP TO:

5478 1 MB 0.515 E0132X I0241 D10184002633 S2 P9479581 0001:0002



SLETEN CONSTRUCTION
POST FALLS WRF TERTIARY IMPROV
PO BOX 2467
GREAT FALLS MT 59403-2467

SLETEN CONSTRUCTION
841 GRIFFIN ST
TIM FARMER
POST FALLS, ID 83854

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
3031	3031	IDONLY	TC1-SP-900 & UW-SP-9	031	POST FALLS WRF TERTIARY I	01/17/23	IO 479306
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
4		4	LLSG204M	2 HP GRINDER PUMP 3 PH 440-46	1619.000	EA	6476.00
2		2	SP-LCUSTOMA2009104	CUSTOM A927 DUPLEX CONTROLS	5087.250	EA	10174.50
INVOICE SUB-TOTAL							16650.50
TAX						Idaho	999.03

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Post Falls



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TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$17,649.53

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

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Post Falls WRF 1353-20655							
Plumbing Piping Scope Escalation							
Line #	QTY	Description	Bid Price	Total	Final	Total	
1	2	1/2" CIRCUIT SETTER (EACH)	\$ 75.95	\$ 151.90	\$ 190.77	\$ 381.54	
2	1	3" CIRCUIT SETTER (EACH)	\$ 728.99	\$ 728.99	\$ 1,137.69	\$ 1,137.69	
3	3	316 SST SCH 80 NIPPLE 2-1/2" X 6" (EACH)	\$ 39.90	\$ 119.70	\$ 99.76	\$ 299.28	
4	1	4" x 3" COMPANION FLANGE (EACH)	\$ 79.99	\$ 79.99	\$ 108.98	\$ 108.98	
5	6	BLACK MALLEABLE 90 ELL 1" (EACH)	\$ 3.09	\$ 18.54	\$ 6.25	\$ 37.50	
6	3	BLACK MALLEABLE 90 ELL 1/2" (EACH)	\$ 1.53	\$ 4.59	\$ 2.45	\$ 7.35	
7	40	BLACK MALLEABLE 90 ELL 1-1/2" (EACH)	\$ 6.75	\$ 270.00	\$ 12.69	\$ 507.60	
8	8	BLACK MALLEABLE 90 ELL 1-1/4" (EACH)	\$ 4.99	\$ 39.92	\$ 8.17	\$ 65.36	
9	46	BLACK MALLEABLE 90 ELL 2" (EACH)	\$ 11.55	\$ 531.30	\$ 20.16	\$ 927.36	
10	4	BLACK MALLEABLE 90 ELL 3/4" (EACH)	\$ 1.88	\$ 7.52	\$ 3.28	\$ 13.12	
11	1	BLACK MALLEABLE CAP 1" (EACH)	\$ 2.47	\$ 2.47	\$ 3.46	\$ 3.46	
12	8	BLACK MALLEABLE CAP 1-1/2" (EACH)	\$ 4.47	\$ 35.76	\$ 6.13	\$ 49.04	
13	8	BLACK MALLEABLE CAP 1-1/4" (EACH)	\$ 2.99	\$ 23.92	\$ 5.07	\$ 40.56	
14	8	BLACK MALLEABLE CAP 2" (EACH)	\$ 6.55	\$ 52.40	\$ 8.44	\$ 67.52	
15	1	BLACK MALLEABLE CAP 3/4" (EACH)	\$ 2.09	\$ 2.09	\$ 2.31	\$ 2.31	
16	1	BLACK MALLEABLE COUPLING 1" (EACH)	\$ 3.73	\$ 3.73	\$ 5.54	\$ 5.54	
17	6	BLACK MALLEABLE COUPLING 1-1/2" (EACH)	\$ 6.25	\$ 37.50	\$ 8.67	\$ 52.02	
18	2	BLACK MALLEABLE COUPLING 1-1/4" (EACH)	\$ 4.89	\$ 9.78	\$ 8.67	\$ 17.34	
19	7	BLACK MALLEABLE COUPLING 2" (EACH)	\$ 9.35	\$ 65.45	\$ 14.61	\$ 102.27	
20	2	BLACK MALLEABLE COUPLING 3/4" (EACH)	\$ 2.47	\$ 4.94	\$ 3.55	\$ 7.10	
21	1	BLACK MALLEABLE REDUCING COUPLING 1-1/2" X 1" (EACH)	\$ 7.95	\$ 7.95	\$ 10.17	\$ 10.17	
22	1	BLACK MALLEABLE REDUCING COUPLING 1-1/2" X 1/2" (EACH)	\$ 7.95	\$ 7.95	\$ 11.96	\$ 11.96	
23	1	BLACK MALLEABLE REDUCING COUPLING 1-1/4" X 1" (EACH)	\$ 5.45	\$ 5.45	\$ 9.56	\$ 9.56	
24	1	BLACK MALLEABLE REDUCING COUPLING 1-1/4" X 2" (EACH)	\$ 5.45	\$ 5.45	\$ 12.54	\$ 12.54	
25	3	BLACK MALLEABLE REDUCING COUPLING 1-1/4" X 3/4" (EACH)	\$ 5.45	\$ 16.35	\$ 8.18	\$ 24.54	
26	1	BLACK MALLEABLE REDUCING COUPLING 2" X 1/2" (EACH)	\$ 13.15	\$ 13.15	\$ 15.47	\$ 15.47	
27	1	BLACK MALLEABLE REDUCING COUPLING 2" X 1-1/2" (EACH)	\$ 13.15	\$ 13.15	\$ 15.47	\$ 15.47	
28	1	BLACK MALLEABLE REDUCING COUPLING 2-1/2" X 2" (EACH)	\$ 29.35	\$ 29.35	\$ 33.38	\$ 33.38	
29	2	BLACK MALLEABLE REDUCING COUPLING 3/4" X 1/2" (EACH)	\$ 2.62	\$ 5.24	\$ 4.26	\$ 8.52	
30	1	BLACK MALLEABLE TEE 1" (EACH)	\$ 4.78	\$ 4.78	\$ 7.50	\$ 7.50	
31	8	BLACK MALLEABLE TEE 1-1/2" (EACH)	\$ 9.75	\$ 78.00	\$ 15.68	\$ 125.44	

32	2	BLACK MALLEABLE TEE 1-1/4" (EACH)	\$ 7.95	\$ 15.90	\$ 13.89	\$ 27.78
33	3	BLACK MALLEABLE TEE 1-1/4" X 1" (EACH)	\$ 7.95	\$ 23.85	\$ 13.89	\$ 41.67
34	22	BLACK MALLEABLE TEE 2" (EACH)	\$ 16.75	\$ 368.50	\$ 23.37	\$ 514.14
35	1	BLACK MALLEABLE TEE 2" X 1" (EACH)	\$ 16.75	\$ 16.75	\$ 23.37	\$ 23.37
36	3	BLACK MALLEABLE TEE 2" X 1-1/2" (EACH)	\$ 16.75	\$ 50.25	\$ 23.37	\$ 70.11
37	1	BLACK MALLEABLE TEE 2-1/2" X 1-1/4" (EACH)	\$ 16.75	\$ 16.75	\$ 23.37	\$ 23.37
38	1	BLACK MALLEABLE TEE 3/4" (EACH)	\$ 2.83	\$ 2.83	\$ 5.32	\$ 5.32
39	1	BLACK MALLEABLE UNION 1" (EACH)	\$ 10.25	\$ 10.25	\$ 19.27	\$ 19.27
40	8	BLACK MALLEABLE UNION 1-1/2" (EACH)	\$ 18.65	\$ 149.20	\$ 35.06	\$ 280.50
41	4	BLACK MALLEABLE UNION 1-1/4" (EACH)	\$ 14.95	\$ 59.80	\$ 28.11	\$ 112.42
42	8	BLACK MALLEABLE UNION 2" (EACH)	\$ 22.25	\$ 178.00	\$ 41.83	\$ 334.64
43	1	BLACK MALLEABLE UNION 2-1/2" (EACH)	\$ 65.95	\$ 65.95	\$ 123.99	\$ 123.99
44	1	BLACK MALLEABLE UNION 3/4" (EACH)	\$ 7.85	\$ 7.85	\$ 14.76	\$ 14.76
45	1	BRASS BELL REDUCER 2-1/2" X 3/4" (EACH)	\$ 44.66	\$ 44.66	\$ 73.69	\$ 73.69
46	1	BRASS CAP 3/4" (EACH)	\$ 5.13	\$ 5.13	\$ 8.46	\$ 8.46
47	2	BRASS COMPANION FLANGE SWEAT 3" (EACH)	\$ 50.99	\$ 101.98	\$ 84.13	\$ 168.26
48	6	BRASS NIPPLE 3/4" X 6" (EACH)	\$ 5.58	\$ 33.48	\$ 9.21	\$ 55.26
49	3	BRASS TEE 3/4" X 1/2" (EACH)	\$ 8.97	\$ 26.91	\$ 14.80	\$ 44.40
50	4	CU SWEAT 90 ELL 1/2" (EACH)	\$ 0.40	\$ 1.60	\$ 1.11	\$ 4.44
51	5	CU SWEAT 90 ELL 2-1/2" (EACH)	\$ 21.39	\$ 106.95	\$ 41.08	\$ 205.40
52	14	CU SWEAT 90 ELL 3" (EACH)	\$ 30.29	\$ 424.06	\$ 53.84	\$ 753.76
53	4	CU SWEAT 90 ELL 3/4" (EACH)	\$ 0.89	\$ 3.56	\$ 2.55	\$ 10.20
54	1	CU SWEAT FIPA 1" (EACH)	\$ 4.49	\$ 4.49	\$ 7.41	\$ 7.41
55	1	CU SWEAT FIPA 3/4" (EACH)	\$ 1.93	\$ 1.93	\$ 3.18	\$ 3.18
56	2	CU SWEAT MIPA 3" (EACH)	\$ 63.99	\$ 127.98	\$ 105.58	\$ 211.16
57	1	CU SWEAT MIPA 3/4" (EACH)	\$ 1.50	\$ 1.50	\$ 2.48	\$ 2.48
58	2	CU SWEAT REDUCER 3" X 1-1/2" (EACH)	\$ 24.39	\$ 48.78	\$ 40.24	\$ 80.48
59	2	CU SWEAT REDUCER 3" X 1-1/4" (EACH)	\$ 39.73	\$ 79.46	\$ 65.55	\$ 131.10
60	3	CU SWEAT REDUCER 3" X 2-1/2" (EACH)	\$ 22.49	\$ 67.47	\$ 37.11	\$ 111.33
61	2	CU SWEAT REDUCER 3/4" X 1/2" (EACH)	\$ 3.61	\$ 7.22	\$ 5.96	\$ 11.92
62	1	CU SWEAT TEE 3" (EACH)	\$ 48.99	\$ 48.99	\$ 80.83	\$ 80.83
63	1	CU SWEAT TEE 3" X 1/2" (EACH)	\$ 83.99	\$ 83.99	\$ 138.58	\$ 138.58
64	1	CU SWEAT TEE 3" X 2-1/2" (EACH)	\$ 45.99	\$ 45.99	\$ 75.88	\$ 75.88
65	1	CU SWEAT TEE 3" X 3/4" (EACH)	\$ 46.99	\$ 46.99	\$ 77.53	\$ 77.53

66	1	CU SWEAT TEE 3/4" (EACH)	\$ 1.75	\$ 1.75	\$ 2.89	\$ 2.89
67	30	CU TYPE L PIPE 1/2" (LF)	\$ 2.75	\$ 82.50	\$ 3.30	\$ 99.00
68	20	CU TYPE L PIPE 2-1/2" (LF)	\$ 15.43	\$ 308.60	\$ 26.18	\$ 523.60
69	50	CU TYPE L PIPE 3" (LF)	\$ 13.79	\$ 689.50	\$ 34.57	\$ 1,728.50
70	20	CU TYPE L PIPE 3/4" (LF)	\$ 4.35	\$ 87.00	\$ 6.96	\$ 139.20
71	2	DIELECTRIC UNION THREAD X SWEAT 1-1/2" (EACH)	\$ 82.99	\$ 165.98	\$ 137.90	\$ 275.80
72	1	FLANGED BRASS SWING CHECK 3" (EACH)	\$ 477.00	\$ 477.00	\$ 619.29	\$ 619.29
73	8	GALVANIZED MALLEABLE 90 ELL 2" (EACH)	\$ 11.22	\$ 89.76	\$ 20.16	\$ 161.28
74	63	HDPE SDR 9 PIPE 1" (LF)	\$ 2.05	\$ 129.15	\$ 2.89	\$ 182.07
75	21	HDPE SDR 9 PIPE 3/4" (LF)	\$ 1.89	\$ 39.69	\$ 2.66	\$ 55.86
76	1	HDPE SDR 9 X MALE ADAPTER 1" (EACH)	\$ 37.80	\$ 37.80	\$ 53.30	\$ 53.30
77	1	HDPE SDR 9 X MALE ADAPTER 2-1/2" (EACH)	\$ 127.88	\$ 127.88	\$ 180.31	\$ 180.31
78	1	HDPE SDR 9 X MALE ADAPTER 3/4" (EACH)	\$ 35.80	\$ 35.80	\$ 50.48	\$ 50.48
79	20	HDPE SDR9 PIPE 3/4"	\$ 1.89	\$ 37.80	\$ 2.66	\$ 53.20
80	420	PEX A PRIMER PIPE 1/2" (LF)	\$ 0.42	\$ 176.40	\$ 0.67	\$ 281.40
81	20	PEX-A PIPE 1-1/4" (LF)	\$ 3.41	\$ 68.20	\$ 3.96	\$ 79.20
82	4	PVC BALL VALVE 1" (EACH)	\$ 15.95	\$ 63.80	\$ 21.55	\$ 86.20
83	1	PVC SCH40 45 ELBOW 4" (EACH)	\$ 8.10	\$ 8.10	\$ 11.67	\$ 11.67
84	2	PVC SCH40 45 ELBOW 6" (EACH)	\$ 23.69	\$ 47.38	\$ 33.21	\$ 66.42
85	24	PVC SCH40 90 ELBOW 1" (EACH)	\$ 0.40	\$ 9.60	\$ 0.57	\$ 13.68
86	2	PVC SCH40 90 ELBOW 3" (EACH)	\$ 4.14	\$ 8.28	\$ 5.71	\$ 11.42
87	6	PVC SCH40 90 ELBOW 4" (EACH)	\$ 7.41	\$ 44.46	\$ 11.67	\$ 70.02
88	1	PVC SCH40 90 ELBOW 6" (EACH)	\$ 23.69	\$ 23.69	\$ 33.21	\$ 33.21
89	2	PVC SCH40 BUSHING 4" X 3" (EACH)	\$ 10.53	\$ 21.06	\$ 14.76	\$ 29.52
90	2	PVC SCH40 COUPLING 3" (EACH)	\$ 7.13	\$ 14.26	\$ 10.26	\$ 20.52
91	9	PVC SCH40 COUPLING 4" (EACH)	\$ 8.16	\$ 73.44	\$ 11.37	\$ 102.33
92	2	PVC SCH40 DOUBLE WYE 4" (EACH)	\$ 17.39	\$ 34.78	\$ 25.74	\$ 51.48
93	2	PVC SCH40 DOUBLE WYE 6" X 4" (EACH)	\$ 80.05	\$ 160.10	\$ 115.05	\$ 230.10
94	52	PVC SCH40 DWV 1/4 BEND 2"	\$ 2.24	\$ 116.48	\$ 2.92	\$ 151.84
95	300	PVC SCH40 DWV PIPE 2" (LF)	\$ 1.10	\$ 330.00	\$ 2.12	\$ 636.00
96	60	PVC SCH40 DWV PIPE 3" (LF)	\$ 2.20	\$ 132.00	\$ 4.26	\$ 255.60
97	40	PVC SCH40 DWV PIPE 4" (LF)	\$ 2.16	\$ 86.40	\$ 6.61	\$ 264.40
98	2	PVC SCH40 DWV REDUCER 3" X 2"	\$ 4.64	\$ 9.28	\$ 6.46	\$ 12.92
99	3	PVC SCH40 DWV REDUCER 4" X 2"	\$ 4.64	\$ 13.92	\$ 6.46	\$ 19.38

100	8	PVC SCH40 DWV SAN TEE 2"	\$ 4.59	\$ 36.72	\$ 6.46	\$ 51.68
101	1	PVC SCH40 EOL CO 3" (EACH)	\$ 6.33	\$ 6.33	\$ 8.98	\$ 8.98
102	6	PVC SCH40 EOL CO 4" (EACH)	\$ 9.28	\$ 55.68	\$ 13.26	\$ 79.56
103	1	PVC SCH40 EOL CO 6" (LF)	\$ 44.19	\$ 44.19	\$ 61.86	\$ 61.86
104	4	PVC SCH40 MIPA 1" (EACH)	\$ 1.47	\$ 5.88	\$ 2.06	\$ 8.24
105	40	PVC SCH40 PIPE 1" (LF)	\$ 0.50	\$ 20.00	\$ 0.96	\$ 38.40
106	80	PVC SCH40 PIPE 3" (LF)	\$ 2.20	\$ 176.00	\$ 4.26	\$ 340.80
107	240	PVC SCH40 PIPE 4" (LF)	\$ 2.16	\$ 518.40	\$ 6.61	\$ 1,586.40
108	120	PVC SCH40 PIPE 6" (LF)	\$ 6.11	\$ 733.20	\$ 12.80	\$ 1,536.00
109	4	PVC SCH40 REDUCING COUPLING 2" X 4" (EACH)	\$ 4.64	\$ 18.56	\$ 6.46	\$ 25.84
110	1	PVC SCH40 REDUCING COUPLING 3" X 2" (EACH)	\$ 4.64	\$ 4.64	\$ 6.46	\$ 6.46
111	6	PVC SCH40 TEE 1" (EACH)	\$ 1.88	\$ 11.28	\$ 2.35	\$ 14.10
112	2	PVC SCH40 WYE 3" (EACH)	\$ 9.78	\$ 19.56	\$ 14.12	\$ 28.24
113	6	PVC SCH40 WYE 4" (EACH)	\$ 17.34	\$ 104.04	\$ 24.99	\$ 149.94
114	2	PVC SCH40 WYE 6" X 4" (EACH)	\$ 23.92	\$ 47.84	\$ 34.46	\$ 68.92
115	3	PVC SCH80 45 ELBOW 2" (EACH)	\$ 2.03	\$ 6.09	\$ 2.92	\$ 8.76
116	5	PVC SCH80 45 ELBOW 3" (EACH)	\$ 5.33	\$ 26.65	\$ 7.67	\$ 38.35
117	1	PVC SCH80 45 ELBOW 6" (EACH)	\$ 23.07	\$ 23.07	\$ 33.21	\$ 33.21
118	2	PVC SCH80 90 ELBOW 1" (EACH)	\$ 1.17	\$ 2.34	\$ 1.68	\$ 3.36
119	44	PVC SCH80 90 ELBOW 1/2" (EACH)	\$ 0.71	\$ 31.24	\$ 1.01	\$ 44.44
120	32	PVC SCH80 90 ELBOW 1-1/4" (EACH)	\$ 1.60	\$ 51.20	\$ 2.28	\$ 72.96
121	21	PVC SCH80 90 ELBOW 2" (EACH)	\$ 2.03	\$ 42.63	\$ 2.92	\$ 61.32
122	35	PVC SCH80 90 ELBOW 3" (EACH)	\$ 5.33	\$ 186.55	\$ 7.67	\$ 268.45
123	7	PVC SCH80 90 ELBOW 3/4" (EACH)	\$ 0.91	\$ 6.37	\$ 1.30	\$ 9.10
124	2	PVC SCH80 90 ELBOW 6" (EACH)	\$ 29.41	\$ 58.82	\$ 42.20	\$ 84.40
125	1	PVC SCH80 90 TEE 3/4" X 1/2" (EACH)	\$ 0.91	\$ 0.91	\$ 1.68	\$ 1.68
126	1	PVC SCH80 BALL CHECK 2" (EACH)	\$ 3.22	\$ 3.22	\$ 4.35	\$ 4.35
127	8	PVC SCH80 BALL VALVE 1-1/4" (EACH)	\$ 20.87	\$ 166.96	\$ 28.20	\$ 225.60
128	8	PVC SCH80 COUPLING 2" (EACH)	\$ 2.52	\$ 20.16	\$ 3.63	\$ 29.04
129	41	PVC SCH80 COUPLING 3" (EACH)	\$ 7.13	\$ 292.33	\$ 10.26	\$ 420.66
130	3	PVC SCH80 COUPLING 4" (EACH)	\$ 11.33	\$ 33.99	\$ 16.10	\$ 48.30
131	45	PVC SCH80 DWV 1/4 BEND 2" (EACH)	\$ 2.03	\$ 91.35	\$ 2.92	\$ 131.40
132	23	PVC SCH80 DWV 1/4 BEND 4" (EACH)	\$ 8.10	\$ 186.30	\$ 11.67	\$ 268.41
133	1	PVC SCH80 DWV CLOSET FLANGE 3" (EACH)	\$ 14.29	\$ 14.29	\$ 20.35	\$ 20.35

134	17	PVC SCH80 DWV COUPLING 4" (EACH)	\$ 11.33	\$ 192.61	\$ 16.10	\$ 273.70
135	1	PVC SCH80 DWV MIPA 2" (EACH)	\$ 9.31	\$ 9.31	\$ 13.79	\$ 13.79
136	2	PVC SCH80 DWV MIPA 3" (EACH)	\$ 16.55	\$ 33.10	\$ 24.40	\$ 48.80
137	260	PVC SCH80 DWV PIPE 2" (LF)	\$ 1.10	\$ 286.00	\$ 2.12	\$ 551.20
138	20	PVC SCH80 DWV PIPE 3" (LF)	\$ 2.20	\$ 44.00	\$ 4.26	\$ 85.20
139	380	PVC SCH80 DWV PIPE 4" (LF)	\$ 2.16	\$ 820.80	\$ 6.61	\$ 2,511.80
140	5	PVC SCH80 DWV P-TRAP 2" (EACH)	\$ 7.23	\$ 36.15	\$ 10.20	\$ 51.00
141	7	PVC SCH80 DWV P-TRAP 4" (EACH)	\$ 27.12	\$ 189.84	\$ 39.00	\$ 273.00
142	5	PVC SCH80 DWV SAN TEE 2" (EACH)	\$ 4.70	\$ 23.50	\$ 6.70	\$ 33.50
143	2	PVC SCH80 DWV SAN TEE 3" X 2" (EACH)	\$ 13.05	\$ 26.10	\$ 18.69	\$ 37.38
144	6	PVC SCH80 DWV SAN TEE 4" X 2" (EACH)	\$ 19.92	\$ 119.52	\$ 27.89	\$ 167.34
145	1	PVC SCH80 DWV WYE 4" (EACH)	\$ 98.21	\$ 98.21	\$ 138.48	\$ 138.48
146	15	PVC SCH80 DWV WYE COMBO 4" (EACH)	\$ 98.21	\$ 1,473.15	\$ 138.48	\$ 2,077.20
147	5	PVC SCH80 DWV WYE COMBO 4" X 2" (EACH)	\$ 98.21	\$ 491.05	\$ 138.48	\$ 692.40
148	2	PVC SCH80 DWV WYE COMBO 4" X 3" (EACH)	\$ 98.21	\$ 196.42	\$ 138.48	\$ 276.96
149	1	PVC SCH80 EOL CO 2" (EACH)	\$ 6.00	\$ 6.00	\$ 8.46	\$ 8.46
150	4	PVC SCH80 MIPA 1" (EACH)	\$ 4.15	\$ 16.60	\$ 5.85	\$ 23.40
151	1	PVC SCH80 MIPA 3" (EACH)	\$ 8.97	\$ 8.97	\$ 12.65	\$ 12.65
152	2	PVC SCH80 MIPA 3/4" (EACH)	\$ 1.69	\$ 3.38	\$ 2.38	\$ 4.76
153	290	PVC SCH80 PIPE 1/2" (LF)	\$ 0.50	\$ 145.00	\$ 0.96	\$ 278.40
154	100	PVC SCH80 PIPE 1-1/4" (LF)	\$ 1.41	\$ 141.00	\$ 2.00	\$ 200.00
155	100	PVC SCH80 PIPE 2" (LF)	\$ 2.19	\$ 219.00	\$ 4.26	\$ 426.00
156	740	PVC SCH80 PIPE 3" (LF)	\$ 2.20	\$ 1,628.00	\$ 4.26	\$ 3,152.40
157	40	PVC SCH80 PIPE 3/4" (LF)	\$ 0.68	\$ 27.20	\$ 1.35	\$ 54.00
158	45	PVC SCH80 PIPE 4" (LF)	\$ 2.16	\$ 97.20	\$ 6.61	\$ 297.45
159	20	PVC SCH80 PIPE 6" (LF)	\$ 6.11	\$ 122.20	\$ 11.81	\$ 236.20
160	3	PVC SCH80 P-TRAP 2" (EACH)	\$ 7.23	\$ 21.69	\$ 10.20	\$ 30.60
161	4	PVC SCH80 P-TRAP 3" (EACH)	\$ 11.90	\$ 47.60	\$ 16.78	\$ 67.12
162	1	PVC SCH80 P-TRAP 4" (EACH)	\$ 27.12	\$ 27.12	\$ 39.00	\$ 39.00
163	1	PVC SCH80 REDUCER 3" X 2-1/2" (EACH)	\$ 12.52	\$ 12.52	\$ 17.65	\$ 17.65
164	1	PVC SCH80 REDUCER 3" X 3/4" (EACH)	\$ 12.52	\$ 12.52	\$ 17.65	\$ 17.65
165	1	PVC SCH80 REDUCER 4" X 3" (EACH)	\$ 23.35	\$ 23.35	\$ 33.00	\$ 33.00
166	1	PVC SCH80 REDUCING COUPLING 3" X 2" (EACH)	\$ 7.00	\$ 7.00	\$ 9.88	\$ 9.88
167	1	PVC SCH80 REDUCING TEE 3" X 1/2" (EACH)	\$ 9.80	\$ 9.80	\$ 14.12	\$ 14.12

168	8	PVC SCH80 REDUCING TEE 3" X 1-1/4" (EACH)	\$ 9.80	\$ 78.40	\$ 14.12	\$ 112.96
169	3	PVC SCH80 SAN TEE 2" (EACH)	\$ 7.22	\$ 21.66	\$ 10.39	\$ 31.17
170	3	PVC SCH80 SAN TEE 3" X 2" (EACH)	\$ 13.05	\$ 39.15	\$ 18.69	\$ 56.07
171	1	PVC SCH80 SAN TEE 4" X 2" (EACH)	\$ 19.92	\$ 19.92	\$ 27.89	\$ 27.89
172	1	PVC SCH80 TEE 1" X 1/2" (EACH)	\$ 2.64	\$ 2.64	\$ 3.78	\$ 3.78
173	4	PVC SCH80 TEE 1/2" (EACH)	\$ 2.06	\$ 8.24	\$ 2.89	\$ 11.56
174	1	PVC SCH80 TEE 3" (EACH)	\$ 13.05	\$ 13.05	\$ 18.69	\$ 18.69
175	1	PVC SCH80 TEE 3/4" (EACH)	\$ 2.16	\$ 2.16	\$ 3.05	\$ 3.05
176	8	PVC SCH80 UNION 1-1/4" (EACH)	\$ 7.72	\$ 61.76	\$ 11.00	\$ 88.00
177	1	PVC SCH80 UNION 2" (EACH)	\$ 11.83	\$ 11.83	\$ 17.39	\$ 17.39
178	1	PVC SCH80 UNION 3" (EACH)	\$ 17.13	\$ 17.13	\$ 24.67	\$ 24.67
179	8	PVC SCH80 VANSTONE FLANGE 3" (EACH)	\$ 8.84	\$ 70.72	\$ 12.73	\$ 101.84
180	1	PVC SCH80 WYE 3" (EACH)	\$ 75.66	\$ 75.66	\$ 109.03	\$ 109.03
181	2	PVC SCH80 WYE 4" (EACH)	\$ 98.21	\$ 196.42	\$ 141.52	\$ 283.04
182	1	PVC SCH80 WYE 4" X 3" (EACH)	\$ 98.21	\$ 98.21	\$ 141.52	\$ 141.52
183	1	PVC SCH80 WYE COMBO 2" (EACH)	\$ 22.19	\$ 22.19	\$ 31.98	\$ 31.98
184	2	PVC SCH80 WYE COMBO 3" (EACH)	\$ 75.66	\$ 151.32	\$ 109.03	\$ 218.06
185	2	PVC SCH80 WYE COMBO 3" X2" (EACH)	\$ 75.66	\$ 151.32	\$ 109.03	\$ 218.06
186	1	PVC SCH80 WYE COMBO 4" X 2" (EACH)	\$ 75.66	\$ 75.66	\$ 109.03	\$ 109.03
187	5	SCH40 BLACK NIPPLE 1" X 6" (EACH)	\$ 4.05	\$ 20.25	\$ 5.47	\$ 27.35
188	48	SCH40 BLACK NIPPLE 1-1/2" X 6" (EACH)	\$ 5.95	\$ 285.60	\$ 8.03	\$ 385.44
189	17	SCH40 BLACK NIPPLE 1-1/4" X 6" (EACH)	\$ 5.95	\$ 101.15	\$ 8.03	\$ 136.51
190	40	SCH40 BLACK NIPPLE 2" X 6" (EACH)	\$ 8.05	\$ 322.00	\$ 10.87	\$ 434.80
191	4	SCH40 BLACK NIPPLE 2-1/2" X 6" (EACH)	\$ 19.95	\$ 79.80	\$ 26.93	\$ 107.72
192	5	SCH40 BLACK NIPPLE 3/4" X 6" (EACH)	\$ 3.05	\$ 15.25	\$ 4.12	\$ 20.60
193	43	SCH40 BLACK PIPE 1" (LF)	\$ 1.70	\$ 73.10	\$ 2.30	\$ 98.90
194	21	SCH40 BLACK PIPE 1/2" (LF)	\$ 1.11	\$ 23.31	\$ 1.50	\$ 31.50
195	180	SCH40 BLACK PIPE 1-1/2" (LF)	\$ 2.66	\$ 478.80	\$ 3.59	\$ 646.20
196	140	SCH40 BLACK PIPE 1-1/4" (LF)	\$ 2.71	\$ 379.40	\$ 3.66	\$ 512.40
197	460	SCH40 BLACK PIPE 2" (LF)	\$ 4.27	\$ 1,964.20	\$ 5.76	\$ 2,649.60
198	63	SCH40 BLACK PIPE 3/4" (LF)	\$ 1.97	\$ 124.11	\$ 2.66	\$ 167.58
199	42	SCH40 GALVANIZED PIPE 2" (LF)	\$ 6.66	\$ 279.72	\$ 8.99	\$ 377.58
200	1	STRAINER THREADED NPT 1" (EACH)	\$ 21.99	\$ 21.99	\$ 29.69	\$ 29.69
201	1	STRAINER THREADED NPT 2-1/2" (EACH)	\$ 1,005.00	\$ 1,005.00	\$ 1,356.75	\$ 1,356.75

202	27	SUPPORT 15110 316 CLAMP 2" IPS (EACH)	\$ 51.00	\$ 1,377.00	\$ 68.85	\$ 1,858.95
203	5	SUPPORT 15110 FRP AND FRP CLAMP 1-1/4" IPS (EACH)	\$ 51.00	\$ 255.00	\$ 68.85	\$ 344.25
204	15	SUPPORT 15110 FLOOR MOUNT 1" 316 CLAMPS (EACH)	\$ 51.00	\$ 765.00	\$ 68.85	\$ 1,032.75
205	2	SUPPORT 15110 WALL MOUNT 3/4" 316 CLAMPS (EACH)	\$ 51.00	\$ 102.00	\$ 68.85	\$ 137.70
206	3	SUPPORT 15110 WALL MOUNT 1-1/4" 316 CLAMPS (EACH)	\$ 51.00	\$ 153.00	\$ 68.85	\$ 206.55
207	20	SUPPORT 15110 WALL MOUNT 2" 316 CLAMPS (EACH)	\$ 51.00	\$ 1,020.00	\$ 68.85	\$ 1,377.00
208	8	SUPPORT 15110 WALL MOUNT 2-1/2" 316 CLAMPS (EACH)	\$ 51.00	\$ 408.00	\$ 68.85	\$ 550.80
209	60	SUPPORT 15110 WALL MOUNT 3" 316 CLAMPS (EACH)	\$ 67.00	\$ 4,020.00	\$ 90.45	\$ 5,427.00
210	4	SUPPORT 15110 WALL MOUNT 3/4" 316 CLAMPS (EACH)	\$ 51.00	\$ 204.00	\$ 68.85	\$ 275.40
211	41	SUPPORT 15110 WALL MOUNT 4" 316 CLAMPS (EACH)	\$ 69.30	\$ 2,841.30	\$ 93.56	\$ 3,835.96
212	14	SUPPORT 15110 WALL MOUNT 6" 316 CLAMPS (EACH)	\$ 91.00	\$ 1,274.00	\$ 122.85	\$ 1,719.90
213	17	SUPPORT 15130 CLEVIS GALVANIZED 1-1/2" IPS PVC (EACH)	\$ 49.00	\$ 833.00	\$ 66.15	\$ 1,124.55
214	3	SUPPORT 15130 CLEVIS GALVANIZED 1-1/4" IPS (EACH)	\$ 51.00	\$ 153.00	\$ 68.85	\$ 206.55
215	35	SUPPORT 15130 CLEVIS GALVANIZED 2" IPS (EACH)	\$ 49.00	\$ 1,715.00	\$ 66.15	\$ 2,315.25
216	5	SUPPORT 15130 CLEVIS GALVANIZED 3/4" IPS PVC (EACH)	\$ 47.00	\$ 235.00	\$ 63.45	\$ 317.25
217	4	SUPPORT 15130 CLEVIS GALVANIZED 4" IPS PVC (EACH)	\$ 81.00	\$ 324.00	\$ 109.35	\$ 437.40
218	6	SUPPORT 15130 CLEVIS GALVANIZED 4" IPS PVC (EACH)	\$ 81.00	\$ 486.00	\$ 109.35	\$ 656.10
219	6	SUPPORT 15130 CLEVIS GALVANIZED THREE 1/2" IPS PVC (EACH)	\$ 47.00	\$ 282.00	\$ 63.45	\$ 380.70
220	10	SUPPORT B-LINE C-SERIES 1" (EACH)	\$ 23.14	\$ 231.40	\$ 31.24	\$ 312.40
221	4	SUPPORT B-LINE C-SERIES 1/2" (EACH)	\$ 23.14	\$ 92.56	\$ 31.24	\$ 124.96
222	15	SUPPORT B-LINE C-SERIES 1-1/2" (EACH)	\$ 23.14	\$ 347.10	\$ 31.24	\$ 468.60
223	42	SUPPORT B-LINE C-SERIES 2" (EACH)	\$ 23.14	\$ 971.88	\$ 31.24	\$ 1,312.08
224	7	SUPPORT B-LINE C-SERIES 3/4" (EACH)	\$ 23.14	\$ 161.98	\$ 31.24	\$ 218.68
225	60	SUPPORT TRAPEZE316 SST DETAIL 15120 ONE 3" IPS SIDE X SIDE (EACH)	\$ 108.00	\$ 6,480.00	\$ 145.80	\$ 8,748.00
226	1	SUPPORT TRAPEZE316 SST DETAIL 15120 SEVEN 2" IPS SIDE X SIDE (EACH)	\$ 108.00	\$ 108.00	\$ 145.80	\$ 145.80
227	11	SUPPORT TRAPEZE316 SST DETAIL 15120 THREE 1/2" PVC IPS (EACH)	\$ 108.00	\$ 1,188.00	\$ 145.80	\$ 1,603.80
228	20	SUPPORT TRAPEZE316 SST DETAIL 15120 TWO 3" IPS SIDE X SIDE (EACH)	\$ 108.00	\$ 2,160.00	\$ 145.80	\$ 2,916.00
229	3	SWEAT BALL VALVE 1/2" (EACH)	\$ 10.49	\$ 31.47	\$ 14.16	\$ 42.48
230	2	SWEAT BALL VALVE 1-1/2" (EACH)	\$ 104.99	\$ 209.98	\$ 141.74	\$ 283.48
231	1	SWEAT BALL VALVE 2-1/2" (EACH)	\$ 165.99	\$ 165.99	\$ 224.09	\$ 224.09
232	1	SWEAT BALL VALVE 3/4" (EACH)	\$ 32.49	\$ 32.49	\$ 43.86	\$ 43.86
233	2	SWEAT BRASS SWING CHECK 1/2" (EACH)	\$ 12.19	\$ 24.38	\$ 16.46	\$ 32.92
234	2	SWEAT BRASS UNION 1/2" (EACH)	\$ 8.59	\$ 17.18	\$ 11.60	\$ 23.20
235	2	SWEAT BRASS UNION 1-1/4" (EACH)	\$ 25.89	\$ 51.78	\$ 34.95	\$ 69.90

236	4	SWEAT BRASS UNION 2-1/2" (EACH)	\$ 91.09	\$ 364.36	\$ 122.97	\$ 491.88
237	1	SWEAT BRASS UNION 3/4" (EACH)	\$ 11.39	\$ 11.39	\$ 15.38	\$ 15.38
238	1	BACKFLOW PREVENTER 009 3/4"	\$ 357.00	\$ 357.00	\$ 659.15	\$ 659.15
239	7	1/2" ELECTRONIC TRAP PRIMER JR SMITH 271 SM (EACH)	\$ 788.00	\$ 5,516.00	\$ 1,053.52	\$ 7,374.64
240	1	VALVE BALL 316 SST 1" (EACH)	\$ 64.00	\$ 64.00	\$ 111.67	\$ 111.67
241	2	VALVE BALL 316 SST 1/2" (EACH)	\$ 36.00	\$ 72.00	\$ 62.64	\$ 125.28
242	1	VALVE BALL 316 SST 2-1/2" (EACH)	\$ 69.30	\$ 69.30	\$ 121.28	\$ 121.28
243	1	VALVE BALL 316 SST 3/4" (EACH)	\$ 64.00	\$ 64.00	\$ 112.00	\$ 112.00
244	4	VALVE BALL BRASS NIBCO SERIES GB 1-1/2" (EACH)	\$ 212.00	\$ 848.00	\$ 371.00	\$ 1,484.00
245	4	VALVE BALL SWEAT 1/2" (EACH)	\$ 10.49	\$ 41.96	\$ 18.36	\$ 73.44
246	1	WATER HAMMER ARRESTOR 1" (EACH)	\$ 41.58	\$ 41.58	\$ 72.60	\$ 72.60
			Total	\$60,533.05	Total	\$90,446.75
					Difference	\$29,913.70



FERGUSON #3061
600 WEST DALTON
COEUR D ALENE, ID 83815-8652

Phone: 208-667-8093
Fax: 208-765-9191

Deliver To:
From: Cole Telin
Comments:

14:54:59 MAR 31 2023

Page 1 of 4

FERGUSON ENTERPRISES #3007

Order Confirmation
Phone: 208-667-8093
Fax: 208-765-9191

Order No: 1347198
Order Date: 03/08/23
Writer: CAT

Req Date: 04/05/23

Ship Via: OUR TRUCK
Terms: NET 10TH PROX

Sold To: SLETTEN CONSTRUCTION
PO BOX 2467
POST FALLS WRF TERTIARY IMP
GREAT FALLS, MT 59401

Ship To: SLETTEN CONSTRUCTION
841 GRIFFIN ST
TIM FARMER
POST FALLS, ID 83854

Cust PO#: FIXTURES

Job Name: POST FALLS WRF TERTIARY I

Item	Description	Quantity	Net Price	UM	Total
MF1-P-901 WATER CLOSET					

K4304-0	CCY 1/1.4 P/LITE EB *HIGHLI WHIT	1	76.400	EA	76.40
K4645-0	CCN 1.6 P/LITE TANK W/ SLOAN WHIT	1	193.130	EA	193.13
K4670-CA-0	EB OF CH LC SEAT *LUSTRA WHIT	1	40.960	EA	40.96
PFXCAC32C	LF 5/8 OD X 3/8 OD COMM ST	1	8.130	EA	8.13
PFX146473	LF 3/8 C X 7/8 16 SS CLST CONN	1	3.910	EA	3.91
PFE7	1/2 CTS 5/8 OD ESC CP	1	0.260	EA	0.26
PFWRWH	WAX RING W/ HORN	1	1.790	EA	1.79
PFC8110RWLA	1/4X2-1/4 BRS CLST BLT DBL RND PR	1	1.840	PR	1.84
	SUBTOTAL				326.42

MF1-P-902 LAVATORY					

K2032-0	20X18 4 VC LAV *GREENW WHIT	1	52.180	EA	52.18
D501LFTGMHDF	CCY LF 0.35 *CLASSI 1HDL CC LA	1	85.830	EA	85.83
PFGD101	1-1/4X6 17GA OFFSET GRID DRN CP	1	24.500	EA	24.50
PFPTB104	1-1/4X1-1/2 17GA P TRAP W/CO CP	1	13.400	EA	13.40
PFXCAC32C	LF 5/8 OD X 3/8 OD COMM ST	2	8.130	EA	16.26
PFX146324	LF 3/8 C X 1/2 FIP 20 SS SINK CONN	2	4.260	EA	8.52
PFE7	1/2 CTS 5/8 OD ESC CP	2	0.260	EA	0.52
PF203WH	P TRAP SPLY & OS TLPC CVR ONLY WHT	1	44.170	EA	44.17
L170LF	LF 3/8X3/8 POU TSTAT MIX VLV	1	111.670	EA	111.67
S0700	HIGH BCK LAV CARRIER	1	573.480	EA	573.48
	SUBTOTAL				930.53

MF1-P-903 UTILITY SINK					

M15F	SGL FLR MTG LDRY TRAY	1	132.310	EA	132.31
M15F	SGL FLR MTG LDRY TRAY	1	132.310	EA	132.31
C1895GN8BVBE22CP	*NP 8 GN WING BAR FCT CP	2	387.410	EA	774.82
PFTPB100	1-1/2X4 17GA FLG TLPC CP	2	8.460	EA	16.92
PFPTB108	1-1/2 17GA P TRAP W/CO CP	2	29.620	EA	59.24
PFXCAC32C	LF 5/8 OD X 3/8 OD COMM ST	4	8.130	EA	32.52
PFX146324	LF 3/8 C X 1/2 FIP 20 SS SINK CONN	4	4.260	EA	17.04



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Order Confirmation

Fax: 208-765-9191

14:54:59 MAR 31 2023

Reference No: 1347198

Item	Description	Quantity	Net Price	UM	Total
PFE7	1/2 CTS 5/8 OD ESC CP	4	0.260	EA	1.04
	SUBTOTAL				1166.20

	MF1-P-904 EMERGENCY SHOWER				
H8317CTFP	EYE/FACE WASH UNIV TOP & BOTTOM	6	3587.610	EA	21525.66
HSP829SS	1 NPT SS SHWRHD AXION MSR	6	230.870	EA	1385.22
SP-HSP154DPDT	1-1/4 FLOW SWTCH 125/250V 5AMP	6	897.390	EA	5384.34
H9001	EMERG ALRM LGHT SYS	6	1651.300	EA	9907.80
H9201E	*NP MDL 9201E EMER VLV TSTAT MIXE	6	1026.520	EA	6159.12
	SUBTOTAL				44362.14

	MF1-P-905 EMERGENCY SHOWER				
H8336	CORR RES PVC PLAS SHWR & EYE / WASH	8	1725.000	EA	13800.00
SP-HSP154DPDT	1-1/4 FLOW SWTCH 125/250V 5AMP	8	897.390	EA	7179.12
H9001	EMERG ALRM LGHT SYS	8	1651.300	EA	13210.40
H9201E	*NP MDL 9201E EMER VLV TSTAT MIXE	8	1026.520	EA	8212.16
	SUBTOTAL				42401.68

	MF1-P-906 & UV-P-900				
	UTILITY SINK				
E1C24X24R24X	SSP 12 STD SER SINKS 16GA	1	1000.160	EA	1000.16
D28C2383AC	*NP 4 GPM WM 8 CC SERV SINK FCT	1	287.860	EA	287.86
PFWTS	FLT TOP STRN L/ TLPC	1	15.210	EA	15.21
PFTP100	1-1/2X4 17GA FLG TLPC CP	1	8.460	EA	8.46
PFPTB108	1-1/2 17GA P TRAP W/CO CP	1	29.620	EA	29.62
	SUBTOTAL				1341.31

	UW-P-900 UTILITY SINK				
E1C18X18R18X	39X24 2H 1B SS SCUL SINK *STANDA	1	753.690	EA	753.69
D28C2383AC	*NP 4 GPM WM 8 CC SERV SINK FCT	1	287.860	EA	287.86
PFWTS	FLT TOP STRN L/ TLPC	1	15.210	EA	15.21
PFTP100	1-1/2X4 17GA FLG TLPC CP	1	8.460	EA	8.46
PFPTB108	1-1/2 17GA P TRAP W/CO CP	1	29.620	EA	29.62
	SUBTOTAL				1094.84

	MF1-BFP-900 - BACKFLOW				
	PREVENTER				
W957ZOSYM	*0123 *CVR* LF RED PRES ZONE ASSY Z	1	5343.850	EA	5343.85
W957AG	2-1/2 - 10 RPZ AIR GAP ASSY F/ 957	1	242.080	EA	242.08
W77FSSM	LF 3 77F SS	1	659.150	EA	659.15
	SUBTOTAL				6245.08

	TC1-BFP-900 & UV-BFP-900				
	BACKFLOW PREVENTER				
WSS009M3QTSF	*CVR* LF 3/4 SS 009M3QTS	2	2880.660	EA	5761.32
W909AGC	1-1-1/2 009 / 3/4-1 909 AIR GAP	2	52.420	EA	104.84
W88SF	*NP 3/4 SS 600# IPS WYE STRN	2	1108.780	EA	2217.56
	SUBTOTAL				8083.72

	MF1-WH-902 ELECTRIC WATER				
	HEATER				
SP-BLE120L33	19G 4.5KW 208V 1PH COMM ELECTRIC	1	998.690	EA	998.69


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Fax: 208-765-9191

14:54:59 MAR 31 2023
Reference No: 1347198

Item	Description	Quantity	Net Price	UM	Total
SP-DROP_CHARGE_FEED	DROP CHARGE FEE	1	80.000	EA	80.00
HQS50P	75 WHTR STRP IN POLY BAG	1	18.000	EA	18.00
	SUBTOTAL				1096.69

	MF1-WH-901 GAS WATER HEATER				

BEF100T199E3N	CCY ULN 100G COMM NAT WHTR	1	8830.740	EA	8830.74
SP-DROP_CHARGE_FEED	DROP CHARGE FEE	1	80.000	EA	80.00
HQS120	120 WHTR BDY STRP	1	36.190	EA	36.19
BA2123601	125K-250K BTU CNDST NEUT	1	131.760	EA	131.76
	SUBTOTAL				9078.69

	UV-WH-900 & UW-WH-900 TANKLESS ELECTRIC WATER HEATER				

EEMT6	LF 6G 120V MINI WHTR	2	222.180	EA	444.36
	SUBTOTAL				444.36

	MF1-HWR-901 RE-CIRC PUMP				

SP-TC40020S	SS RECIRC PUMP 15GPM @ 20'HD	1	453.490	EA	453.49
SP-TC00FLANGESS	SS FLG SET-SPECIFY SIZE	1	34.370	EA	34.37
	SUBTOTAL				487.86

	MF1-HWR-902 & MF1-HWR-903 RE-CIRC PUMP				

T006E3LC	ECM HE CIRC W/ LINE CORD	2	263.280	EA	526.56
TUFS075T	3/4 NPT UNION FTG ASSY	2	14.900	EA	29.80
T2651	ANALOG 24HR TIMER	2	110.830	EA	221.66
	SUBTOTAL				778.02

	MF1-ET-901 EXPANSION TANK				

AST30VCDD	14GAL THERM-X-TROL EXP TANK	1	1476.920	EA	1476.92
	SUBTOTAL				1476.92

	MF1-ET-902 EXPANSION TANK				

AST12CDD	LF 6.4G THERM-X-TROL EXP TANK WHTR	1	1258.460	EA	1258.46
	SUBTOTAL				1258.46

	MF1-REG-901 & MF1-REG-904 GAS REGULATOR				

A1813CF	3/4 GAS PRES REG	2	95.430	EA	190.86
	SUBTOTAL				190.86

	MF1-REG-902, MF1-REG-903, MF1-REG-905, & MF1-REG-906 GAS REGULATOR				

A1813CH	1-1/4 GAS PRES REG	4	100.690	EA	402.76



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FERGUSON ENTERPRISES #3007

Order Confirmation

Fax: 208-765-9191

14:54:59 MAR 31 2023

Reference No: 1347198

SUBTOTAL	402.76
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Net Total:	\$121166.54
Tax:	\$7269.99
Freight:	\$0.00
Total:	\$128436.53

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.



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FERGUSON #3031
2304 NORTH DOLLAR ROAD
SPOKANE, WA 99212

Phone: 509-534-6500
Fax: 509-535-2592

Deliver To:
From: Cole Telin
Comments:

13:20:11 MAY 04 2022

Page 1 of 1

FERGUSON ENTERPRISES LLC #3007

Price Quotation
Phone: 509-534-6500
Fax: 509-535-2592

Bid No: B180137
Bid Date: 05/04/22
Quoted By: CAT

Cust Phone: 406-761-7920
Terms: NET 10TH PROX

Customer: SLETTEN CONSTRUCTION
PO BOX 2467
POST FALLS WRF TERTIARY IMP
GREAT FALLS, MT 59401

Ship To: SLETTEN CONSTRUCTION
PO BOX 2467
POST FALLS WRF TERTIARY IMP
GREAT FALLS, MT 59401

Cust PO#:

Job Name: POST FALLS WRF TERTIARY I

Item	Description	Quantity	Net Price	UM	Total
PMP500115V	1/2 NPT MINI-PRIME 115V	12	645.796	EA	7749.55
PSMP500115V	ELEC TRAP PRMR 115V 1-4 DRN	12	407.711	EA	4892.53
Net Total:					\$12642.08
Tax:					\$0.00
Freight:					\$0.00
Total:					\$12642.08

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



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Post Falls WRF 1353-20655
PVC Piping Scope Escalation

Line #	QTY	SIZE (")	Description	Bid Price	Total	Final Bid	Total
1	2	1	PVC 90 Deg Ell SOC Schd 80	\$ 1.17	\$ 2.34	\$ 1.68	\$ 3.36
2	11	1	PVC SCH80 90 ELBOW 1" (EACH)	\$ 1.17	\$ 12.87	\$ 1.68	\$ 18.48
3	20	1	PVC Schd 80 Pipe	\$ 0.50	\$ 10.00	\$ 0.96	\$ 19.20
4	24	2	PVC SCH80 90 ELBOW 2" (EACH)	\$ 2.03	\$ 48.72	\$ 2.92	\$ 70.08
5	8	2	PVC SCH80 90 ELBOW 2" (EACH)	\$ 2.03	\$ 16.24	\$ 2.92	\$ 23.36
6	1	2	PVC SCH80 CAP 2" (EACH)	\$ 4.49	\$ 4.49	\$ 6.46	\$ 6.46
7	8	2	PVC SCH80 COUPLING 2" (EACH)	\$ 2.52	\$ 20.16	\$ 3.63	\$ 29.04
8	280	2	PVC SCH80 PIPE 2" (LF)	\$ 1.10	\$ 308.00	\$ 2.12	\$ 593.60
9	80	2	PVC SCH80 PIPE 2" (LF)	\$ 1.10	\$ 88.00	\$ 2.12	\$ 169.60
10	5	2	PVC SCH80 TEE 2" (EACH)	\$ 7.22	\$ 36.10	\$ 10.39	\$ 51.95
11	2	2	PVC SCH80 VANSTONE FLANGE 2" (EACH)	\$ 5.18	\$ 10.36	\$ 7.46	\$ 14.92
12	8	2	PVC SCH80 VANSTONE FLANGE 2" (EACH)	\$ 5.18	\$ 41.44	\$ 7.46	\$ 59.68
13	8	3	PVC 45 Deg Ell SOC Schd 80	\$ 12.22	\$ 97.76	\$ 17.60	\$ 140.80
14	48	3	PVC 90 Deg Ell SOC Schd 80	\$ 5.33	\$ 255.84	\$ 7.67	\$ 368.16
15	8	3	PVC 90 Deg Ell SOC Schd 80	\$ 5.33	\$ 42.64	\$ 7.67	\$ 61.36
16	6	3	PVC Flange CL150 SOC SCH 40	\$ 8.84	\$ 53.04	\$ 12.73	\$ 76.38
17	8	3	PVC SCH80 90 ELBOW 3" (EACH)	\$ 5.33	\$ 42.64	\$ 7.67	\$ 61.36
18	12	3	PVC SCH80 90 ELBOW 3" (EACH)	\$ 5.33	\$ 63.96	\$ 7.67	\$ 92.04
19	15	3	PVC SCH80 COUPLING 3" (EACH)	\$ 7.13	\$ 106.95	\$ 10.26	\$ 153.90
20	240	3	PVC SCH80 PIPE 3" (LF)	\$ 2.20	\$ 528.00	\$ 4.26	\$ 1,022.40
21	300	3	PVC SCH80 PIPE 3" (LF)	\$ 2.20	\$ 660.00	\$ 4.26	\$ 1,278.00
22	40	3	PVC SCH80 PIPE 3" (LF)	\$ 2.20	\$ 88.00	\$ 4.26	\$ 170.40
23	9	3	PVC SCH80 TEE 3" (EACH)	\$ 9.80	\$ 88.20	\$ 14.12	\$ 127.08
24	1	3	PVC SCH80 UNION 3" (EACH)	\$ 17.13	\$ 17.13	\$ 24.67	\$ 24.67
25	11	3	PVC SCH80 VANSTONE FLANGE 3" (EACH)	\$ 8.84	\$ 97.24	\$ 12.73	\$ 140.03
26	8	3	PVC SCH80 VANSTONE FLANGE 3" (EACH)	\$ 8.84	\$ 70.72	\$ 12.73	\$ 101.84
27	8	3	PVC SCH80 VANSTONE FLANGE 3" (EACH)	\$ 8.84	\$ 70.72	\$ 12.73	\$ 101.84
28	32	3	PVC SCH80 VANSTONE FLANGE 3" (EACH)	\$ 8.84	\$ 282.88	\$ 12.73	\$ 407.36
29	40	3	PVC Schd 80 Pipe	\$ 2.20	\$ 88.00	\$ 4.26	\$ 170.40
30	2	4	4" SCH40 90 ELBOW	\$ 8.10	\$ 16.20	\$ 11.67	\$ 23.34
31	20	4	4" SCH40 PIPE	\$ 2.16	\$ 43.20	\$ 6.61	\$ 132.20

32	1	4	4" SCH80 VANSTONE FLANGE	\$ 11.18	\$ 11.18	\$ 16.10	\$ 16.10
33	6	4	4"VS	\$ 11.18	\$ 67.08	\$ 19.19	\$ 115.14
34	2	4	CPVC Vans Stone Flange CL150 Spigot	\$ 24.97	\$ 49.94	\$ 35.95	\$ 71.90
35	1	4	CPVC Vans Stone Flange CL150 Spigot	\$ 24.97	\$ 24.97	\$ 35.95	\$ 35.95
36	8	4	PVC 90 Deg Ell SOC Schd 80	\$ 8.10	\$ 64.80	\$ 11.67	\$ 93.36
37	16	4	PVC 90 Deg Ell SOC Schd 80	\$ 8.10	\$ 129.60	\$ 11.67	\$ 186.72
38	16	4	PVC Flange CL150 SOC Schd 80	\$ 11.18	\$ 178.88	\$ 16.10	\$ 257.60
39	4	4	PVC SCH80 90 ELBOW 4" (EACH)	\$ 8.10	\$ 32.40	\$ 11.67	\$ 46.68
40	100	4	PVC SCH80 PIPE 4" (LF)	\$ 3.18	\$ 318.00	\$ 6.10	\$ 610.00
41	20	4	PVC SCH80 PIPE 4" (LF)	\$ 3.18	\$ 63.60	\$ 6.10	\$ 122.00
42	8	4	PVC SCH80 VANSTONE FLANGE 4" (EACH)	\$ 11.18	\$ 89.44	\$ 16.10	\$ 128.80
43	1	4	PVC SCH80 VANSTONE FLANGE 4" (EACH)	\$ 11.18	\$ 11.18	\$ 16.10	\$ 16.10
44	40	4	PVC Schd 80 Pipe	\$ 3.18	\$ 127.20	\$ 6.10	\$ 244.00
45	5	5	PVC SCH80 COUPLING 4" (EACH)	\$ 8.93	\$ 44.65	\$ 12.85	\$ 64.25
46	40	6	6" SCH80 PIPE	\$ 6.11	\$ 244.40	\$ 12.80	\$ 512.00
47	2	6	6" SCH80 SXS COUPLING	\$ 19.21	\$ 38.42	\$ 27.66	\$ 55.32
48	1	6	CPVC 90 SOC	\$ 57.83	\$ 57.83	\$ 83.27	\$ 83.27
49	2	6	CPVC 90 SOC	\$ 57.83	\$ 115.66	\$ 83.27	\$ 166.54
50	4	6	CPVC Flange CL150 SOC	\$ 42.54	\$ 170.16	\$ 61.26	\$ 245.04
51	12	6	CPVC Flange CL150 SOC	\$ 42.54	\$ 510.48	\$ 61.26	\$ 735.12
52	20	6	CPVC Pipe	\$ 21.61	\$ 432.20	\$ 28.99	\$ 579.80
53	20	6	CPVC Pipe	\$ 21.61	\$ 432.20	\$ 28.99	\$ 579.80
54	1	6	CPVC Tee SOC	\$ 71.98	\$ 71.98	\$ 103.64	\$ 103.64
55	1	6	CPVC Tee SOC	\$ 71.98	\$ 71.98	\$ 103.64	\$ 103.64
56	2	6	CPVC Vans Stone Flange CL150 Spigot	\$ 42.54	\$ 85.08	\$ 69.64	\$ 139.28
57	1	6	CPVC Vans Stone Flange CL150 Spigot	\$ 42.54	\$ 42.54	\$ 69.64	\$ 69.64
58	5	6	PVC 90 Deg Ell SOC Schd 80	\$ 23.07	\$ 115.35	\$ 33.21	\$ 166.05
59	3	6	PVC 90 Deg Ell SOC Schd 80	\$ 23.07	\$ 69.21	\$ 33.21	\$ 99.63
60	2	6	PVC Coupling SOC Schd 80	\$ 19.21	\$ 38.42	\$ 27.66	\$ 55.32
61	24	6	PVC Flange CL150 SOC Schd 80	\$ 17.59	\$ 422.16	\$ 25.33	\$ 607.92
62	8	6	PVC Flange CL150 SOC Schd 80	\$ 17.59	\$ 140.72	\$ 25.33	\$ 202.64
63	40	6	PVC Schd 80 Pipe	\$ 6.11	\$ 244.40	\$ 11.81	\$ 472.40
64	80	6	PVC Schd 80 Pipe	\$ 6.11	\$ 488.80	\$ 11.81	\$ 944.80
65	7	6	PVC Tee SOC Schd 80	\$ 38.79	\$ 271.53	\$ 55.85	\$ 390.95

66	23	8	CPVC 90 SOC	\$ 141.52	\$ 3,254.96	\$ 203.78	\$ 4,686.94
67	11	8	CPVC 90 SOC	\$ 141.52	\$ 1,556.72	\$ 203.78	\$ 2,241.58
68	3	8	CPVC 90 SOC	\$ 141.52	\$ 424.56	\$ 203.78	\$ 611.34
69	7	8	CPVC Flange CL150 SOC	\$ 128.01	\$ 896.07	\$ 184.32	\$ 1,290.24
70	5	8	CPVC Flange CL150 SOC	\$ 128.01	\$ 640.05	\$ 184.32	\$ 921.60
71	38	8	CPVC Flange CL150 SOC	\$ 128.01	\$ 4,864.38	\$ 184.32	\$ 7,004.16
72	42	8	CPVC Flange CL150 SOC	\$ 128.01	\$ 5,376.42	\$ 184.32	\$ 7,741.44
73	6	8	CPVC Flange CL150 SOC	\$ 128.01	\$ 768.06	\$ 184.32	\$ 1,105.92
74	20	8	CPVC Pipe	\$ 36.04	\$ 720.80	\$ 48.35	\$ 967.00
75	10	8	CPVC Pipe	\$ 36.04	\$ 360.40	\$ 48.35	\$ 483.50
76	200	8	CPVC Pipe	\$ 36.04	\$ 7,208.00	\$ 48.35	\$ 9,670.00
77	200	8	CPVC Pipe	\$ 36.04	\$ 7,208.00	\$ 48.35	\$ 9,670.00
78	30	8	CPVC Pipe	\$ 36.04	\$ 1,081.20	\$ 48.35	\$ 1,450.50
79	9	8	CPVC Tee SOC	\$ 206.17	\$ 1,855.53	\$ 296.87	\$ 2,671.83
80	11	8	CPVC Tee SOC	\$ 206.17	\$ 2,267.87	\$ 296.87	\$ 3,265.57
81	1	8	CPVC Tee SOC	\$ 206.17	\$ 206.17	\$ 296.87	\$ 296.87
82	2	8	PVC 90 Deg Ell SOC SCH 40	\$ 47.93	\$ 95.86	\$ 69.02	\$ 138.04
83	1	8	PVC 90 Deg Ell SOC Schd 80	\$ 63.57	\$ 63.57	\$ 91.54	\$ 91.54
84	2	8	PVC Flange CL150 SOC SCH 40	\$ 31.73	\$ 63.46	\$ 45.69	\$ 91.38
85	1	8	PVC Flange CL150 SOC SCH 80	\$ 31.73	\$ 31.73	\$ 45.69	\$ 45.69
86	8	8	PVC SCH40 90 ELBOW 8" (EACH)	\$ 47.93	\$ 383.44	\$ 69.02	\$ 552.16
87	8	8	PVC SCH40 VANSTONE FLANGE 8" (EACH)	\$ 31.73	\$ 253.84	\$ 45.69	\$ 365.52
88	20	8	PVC Schd 80 Pipe	\$ 9.21	\$ 184.20	\$ 17.79	\$ 355.80
89	16	12	PVC Flange CL150 SOC SCH 40	\$ 91.41	\$ 1,462.56	\$ 123.40	\$ 1,974.40
90	1	12	PVC Flange CL150 SOC SCHD 40	\$ 91.41	\$ 91.41	\$ 131.63	\$ 131.63
91	60	12	PVC SCH 40 Pipe	\$ 11.51	\$ 690.60	\$ 33.77	\$ 2,026.20
92	20	12	PVC SCH 40 Pipe	\$ 11.51	\$ 230.20	\$ 33.77	\$ 675.40
93	3	2 x 1	PVC SCH80 REDUCING TEE 2" X 1" (EACH)	\$ 4.88	\$ 14.64	\$ 7.03	\$ 21.09
94	8	2 X 1-1/2	PVC SCH80 REDUCER 2" X 1-1/2" (EACH)	\$ 2.89	\$ 23.12	\$ 4.16	\$ 33.28
95	1	4 x 2	PVC SCH80 REDUCING TEE 4" X 2" (EACH)	\$ 14.46	\$ 14.46	\$ 20.82	\$ 20.82
96	1	4 x 3	PVC SCH80 REDUCING TEE 4" X 3" (EACH)	\$ 14.46	\$ 14.46	\$ 20.82	\$ 20.82
97	2	6 x 1	PVC Red Bushing SPIGOTXSOC SCH80	\$ 17.47	\$ 34.94	\$ 25.17	\$ 50.34
98	2	6 x 1	PVC REDUCER BUSHING SPIGOTXSOC SCH80	\$ 17.47	\$ 34.94	\$ 25.17	\$ 50.34
99	2	6 x 2	PVC Red Coupling SOC Schd 80	\$ 50.94	\$ 101.88	\$ 73.35	\$ 146.70

100	8	6 x 4	PVC Red Coupling SOC Schd 80	\$ 41.50	\$ 332.00	\$ 59.75	\$ 478.00
101	2	8 x 3	CPVC Tee SOC	\$ 234.63	\$ 469.26	\$ 337.85	\$ 675.70
102	2	8 x 3	PVC Red Tee SOC SCH 40	\$ 76.00	\$ 152.00	\$ 97.67	\$ 195.34
103	2	8 x 4	CPVC CON Red SOC	\$ 139.06	\$ 278.12	\$ 200.24	\$ 400.48
104	1	8 x 4	CPVC CON Red SOC	\$ 139.06	\$ 139.06	\$ 200.24	\$ 200.24
105	2	8 x 6	CPVC CON Red SOC	\$ 132.78	\$ 265.56	\$ 191.20	\$ 382.40
106	2	8 x 6	CPVC CON Red SOC	\$ 132.78	\$ 265.56	\$ 191.20	\$ 382.40
107	2	8 x 6	CPVC CON Red SOC	\$ 132.78	\$ 265.56	\$ 191.20	\$ 382.40
108	2	8 x 6	CPVC Ecc Red SOC	\$ 270.00	\$ 540.00	\$ 358.09	\$ 716.18
109	1	8 x 6	CPVC Ecc Red SOC	\$ 270.00	\$ 270.00	\$ 358.09	\$ 358.09
				Total	\$ 54,043.90	Total	\$ 79,075.56
						Difference	\$ 25,031.66

Harrington Industrial Plastics
 2224 North Locust Road Suite 6
 Spokane WA 99206
 509-926-4142
 509-926-1366 Fax

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Quotation

105189
 SLETTEN CONSTRUCTION

Ship To:
 SLETTEN CONSTRUCTION

P O BOX 2467
 GREAT FALLS, MT 59403

P O BOX 2467
 GREAT FALLS, MT 59403

Job: RFQ# POST FALLS

Contact: ROSS Ship Via: BEST WAY POSSIBLE
 Phone#: 406-761-7920 FOB / Delivery ARO: SHIPPING POINT
 Fax: 406-761-0923 Frt-Terms: CHRG INBOUND & OUTBOUND

Product/Description	Quantity	Price	U/M	Extension
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839-337S 3"x1-1/2" BUSHING MPTxFPT PVC SCH80	2	6.75	EA	13.50
806C-060S 6" 90 ELBOW S CPVC SCH80	1	57.83	EA	57.83
806C-080S 8" 90 ELBOW S CPVC SCH80	37	141.52	EA	5,236.24
853C-080S 8" FLANGE BLIND CPVC SCH80 WITH 1" FPT TAP	1	264.40	EA	264.40
E0800400831E 8"x4"x8" ECC RDCR EPDM RE-231/EE	2	1381.54	EA	2,763.08
829C-080S 8" COUPLING S CPVC SCH80	17	91.25	EA	1,551.25

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Product/Description	Quantity	Price	U/M	Extension
829C-582S 8"x4" COUPLING RDCR S CPVC SZ W/BSHG SCH80	1	139.06	EA	139.06
829C-585S 8"x6" COUPLING RDCR S CPVC W/BSHG SCH80	5	132.78	EA	663.90
829C-585-F-E-S 8"x6" COUPLING ECC RDCR S CPVC	3	270.00	EA	810.00
884C-030 1"x3" NIPPLE TBE CPVC SCH80	20	5.01	EA	100.20
800C-040 4" PIPE P/E CPVC SCH80	20	11.24	FT	224.80
800C-060 6" PIPE P/E CPVC SCH80	40	21.61	FT	864.40
800C-080 8" PIPE P/E CPVC SCH80	580	36.04	FT	20,903.20
801C-580S 8"x3" TEE RDCR S CPVC SCH80	2	234.63	EA	469.26
801C-585S 8"x6" TEE RDCR S CPVC SCH80	1	203.73	EA	203.73
867C-577SRS 8"x1-1/2" SADDLE CLAMP-ONxSRT GRY CPVC EPDM SGL OUTLET ZINC	17	272.56	EA	4,633.52
839C-211S 1-1/2"x1" BUSHING MPTxFPT CPVC SCH80	17	6.33	EA	107.61
801C-060S 6" TEE S CPVC SCH80	1	71.98	EA	71.98
801C-080S 8" TEE S CPVC SCH80	32	206.17	EA	6,597.44
161073010 1" VALVE BALL OMNI CMPCT T CPVC EPDM PTFE	6	43.65	EA	261.90
854C-040S 4" FLANGE V/S S CPVC SCH80	3	24.97	EA	74.91
854C-060S 6" FLANGE V/S S CPVC SCH80	19	42.54	EA	808.26

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Product/Description	Quantity	Price	U/M	Extension
854C-080S 8" FLANGE V/S S CPVC SCH80	88	128.01	EA	11,264.88

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Product/Description	Quantity	Price	U/M	Extension
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1700-040 4" PIPE HDPE SDR17 NSF61 20' LGTH	60	3.83	FT	229.80
711GG SOLVENT CEMENT PVC GAL GRY LOW VOC HEAVY BODIED MED SET	5	77.78	EA	388.90
P70GP PRIMER GAL PURP FOR PVC CPVC LOW VOC MC/SC	5	67.18	EA	335.90
406-080S 8" 90 ELBOW S PVC SCH40	4	47.93	EA	191.72
806-120S 12" 90 ELBOW S PVC SCH80	6	847.73	EA	5,086.38
1605020 2" VALVE BALL TUBV S/T PVC FKM PTFE TYPE 21 230PSI	1	71.36	EA	71.36
800-080 8" PIPE P/E PVC SCH80	60	9.21	FT	552.60
801-580S 8"x3" TEE RDCR S PVC SCH80	2	105.02	EA	210.04
867-417SRS 4"x1" SADDLE CLAMP-ONxSRT GRY PVC EPDM SGL OUTLET ZINC	6	46.44	EA	278.64
854P-120S 12" FLANGE V/S S PVC RING SCH80 150 PSI	14	91.41	EA	1,279.74
854P-030S 3" FLANGE V/S S PVC PLAST RING SCH80 150PSI	4	8.84	EA	35.36

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Product/Description	Quantity	Price	U/M	Extension
854P-080S 8" FLANGE V/S S PVC PLAST RING SCH80 150PSI	2	31.73	EA	63.46
406-040S 4" 90 ELBOW S PVC SCH40	2	5.85	EA	11.70
400-120BE 12" PIPE B/E PVC SCH40	80	11.51	FT	920.80
400-040BE 4" PIPE B/E PVC SCH40	20	2.16	FT	43.20
TF200 2" ADAPTER TANK BKHD T GFPP EPDM	28	21.66	EA	606.48
850-020S 2" PLUG MPT PVC SCH80	28	2.27	EA	63.56
817-120S 12" 45 ELBOW S PVC SCH80	2	557.84	EA	1,115.68
817-030S 3" 45 ELBOW S PVC SCH80	7	12.22	EA	85.54
806-010S 1" 90 ELBOW S PVC SCH80	48	1.17	EA	56.16
806-005S 1/2" 90 ELBOW S PVC SCH80	28	0.57	EA	15.96
806-015S 1-1/2" 90 ELBOW S PVC SCH80	18	1.68	EA	30.24
806-120S 12" 90 ELBOW S PVC SCH80	1	847.73	EA	847.73
806-020S 2" 90 ELBOW S PVC SCH80	145	2.03	EA	294.35
806-030S 3" 90 ELBOW S PVC SCH80	69	5.33	EA	367.77
806-007S 3/4" 90 ELBOW S PVC SCH80	6	0.73	EA	4.38
806-040S 4" 90 ELBOW S PVC SCH80	21	8.10	EA	170.10
806-060S 6" 90 ELBOW S PVC SCH80	41	23.07	EA	945.87

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Product/Description	Quantity	Price	U/M	Extension
806-080S 8" 90 ELBOW S PVC SCH80	14	63.57	EA	889.98
1606030 3" VALVE BALL TUBV S PVC FKM PTFE TYPE 21 230PSI	1	173.44	EA	173.44
847-020S 2" CAP S PVC SCH80	1	4.49	EA	4.49
829-010S 1" COUPLING S PVC SCH80	6	1.43	EA	8.58
829-020S 2" COUPLING S PVC SCH80	31	2.52	EA	78.12
829-030S 3" COUPLING S PVC SCH80	15	7.13	EA	106.95
829-040S 4" COUPLING S PVC SCH80	5	8.93	EA	44.65
829-060S 6" COUPLING S PVC SCH80	7	19.21	EA	134.47
836-010S 1" ADAPTER MPTxS PVC SCH80	2	2.29	EA	4.58
836-020S 2" ADAPTER MPTxS PVC SCH80	3	5.57	EA	16.71
836-030S 3" ADAPTER MPTxS PVC SCH80	6	7.03	EA	42.18
884-040 1"x4" NIPPLE TBE PVC SCH80	17	2.43	EA	41.31
887-060 2"x6" NIPPLE TBE PVC SCH80	3	6.32	EA	18.96
800-010 1" PIPE P/E PVC SCH80	80	0.50	FT	40.00
800-005 1/2" PIPE P/E PVC SCH80	40	0.25	FT	10.00
800-015 1-1/2" PIPE P/E PVC SCH80	120	0.78	FT	93.60
800-120 12" PIPE P/E PVC SCH80	40	18.68	FT	747.20
800-020 2" PIPE P/E PVC SCH80	1080	1.10	FT	1,188.00

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Product/Description	Quantity	Price	U/M	Extension
800-030 3" PIPE P/E PVC SCH80	560	2.20	FT	1,232.00
800-007 3/4" PIPE P/E PVC SCH80	20	0.34	FT	6.80
800-040 4" PIPE P/E PVC SCH80	260	3.18	FT	826.80
800-060 6" PIPE P/E PVC SCH80	420	6.11	FT	2,566.20
800-080 8" PIPE P/E PVC SCH80	120	9.21	FT	1,105.20
837-663S 12"X3" BUSHING SPIGxS PVC SCH80 SIZED W/BUSHING	1	351.58	EA	351.58
837-251S 2"x1-1/2" BUSHING SPIGxS PVC SCH80	6	2.89	EA	17.34
837-420S 4"x2" BUSHING SPIGxS PVC SCH80	1	11.02	EA	11.02
837-525S 6"x1" BUSHING SPIGxS PVC SCH80	2	17.47	EA	34.94
837-130S 1"x1/2" BUSHING SPIGxS PVC SCH80	2	0.95	EA	1.90
829-130S 1"x1/2" COUPLING RDCR S PVC SCH80	1	1.76	EA	1.76
837-072S 1/2"x1/4" BUSHING SPIGxS PVC SCH80	1	0.91	EA	0.91
829-005S 1/2" COUPLING S PVC SCH80	1	1.03	EA	1.03
829-249S 2"x1" COUPLING RDCR S PVC SCH80	2	4.40	EA	8.80
829-528S 6"x2" COUPLING RDCR S PVC SCH80	2	50.94	EA	101.88

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Product/Description	Quantity	Price	U/M	Extension
829-532S 6"x4" COUPLING RDCR S PVC SCH80	4	41.50	EA	166.00
829-249S 2"x1" COUPLING RDCR S PVC SCH80	2	4.40	EA	8.80
829-335S 3"x1" COUPLING RDCR S PVC SCH80	1	13.41	EA	13.41
801-130S 1"x1/2" TEE RDCR S PVC SCH80	1	1.77	EA	1.77
801-249S 2"x1" TEE RDCR S PVC SCH80	5	4.88	EA	24.40
801-247S 2"x1/2" TEE RDCR S PVC SCH80	2	4.88	EA	9.76
801-335S 3"x1" TEE RDCR S PVC SCH80	6	8.95	EA	53.70
801-338S 3"x2" TEE RDCR S PVC SCH80	1	8.95	EA	8.95
801-420S 4"x2" TEE RDCR S PVC SCH80	1	14.46	EA	14.46
801-422S 4"x3" TEE RDCR S PVC SCH80	1	14.46	EA	14.46
801-010S 1" TEE S PVC SCH80	3	2.10	EA	6.30
801-005S 1/2" TEE S PVC SCH80	5	1.60	EA	8.00
801-120S 12" TEE S PVC SCH80	1	959.40	EA	959.40
801-020S 2" TEE S PVC SCH80	7	7.22	EA	50.54
801-251S 2"x1-1/2" TEE RDCR S PVC SCH80	3	4.88	EA	14.64
801-030S 3" TEE S PVC SCH80	9	9.80	EA	88.20
801-060S 6" TEE S PVC SCH80	10	38.79	EA	387.90

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Product/Description	Quantity	Price	U/M	Extension
8097-010S 1" UNION S PVC EPDM SCH80 2000 IND	8	3.03	EA	24.24
8097-020S 2" UNION S PVC EPDM SCH80 2000 IND	3	9.21	EA	27.63
8097-030S 3" UNION S PVC EPDM SCH80 2000 IND	1	17.13	EA	17.13
854-010S 1" FLANGE V/S S PVC PLAST RING SCH80 150PSI	4	3.70	EA	14.80
854-015S 1-1/2" FLANGE V/S S PVC PLAST RING SCH80 150PSI	6	3.89	EA	23.34
854P-120S 12" FLANGE V/S S PVC RING SCH80 150 PSI	1	91.41	EA	91.41
854-020S 2" FLANGE V/S S PVC PLAST RING SCH80 150PSI	16	5.18	EA	82.88
854P-030S 3" FLANGE V/S S PVC PLAST RING SCH80 150PSI	90	8.84	EA	795.60
854P-040S 4" FLANGE V/S S PVC PLAST RING SCH80 150PSI	11	11.18	EA	122.98
854P-060S 6" FLANGE V/S S PVC PLAST RING SCH80 150PSI	79	17.59	EA	1,389.61
854P-080S 8" FLANGE V/S S PVC PLAST RING SCH80 150PSI	6	31.73	EA	190.38
FPK-89-302 2" COUPLING WATERSTOP SxS FIBERGLASS SCH80	1	28.00	EA	28.00
875-020S 2" WYE S PVC SCH80	1	17.40	EA	17.40
75201102C06 FLOWMETER 22GPH BRASS FTG EPDM O-RING 1/4" FPT W/O VLV	1	62.00	EA	62.00

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Quotation

105189
 SLETTEN CONSTRUCTION

 P O BOX 2467
 GREAT FALLS, MT 59403

Ship To:
 SLETTEN CONSTRUCTION
 C/O POST FALLS WRF
 841 GRIFFIN ST
 POST FALLS, ID 83854

Job: RFQ# POST FALLS

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 Contact: ROXANNE Ship Via: BEST WAY POSSIBLE
 Phone#: 406-581-1334 FOB / Delivery ARO: SHIPPING POINT
 Fax: 406-761-0923 Frt-Terms: CHRG INBOUND & OUTBOUND
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Product/Description	Quantity	Price	U/M	Extension
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BOM 128

854C-080S 8" FLANGE V/S S CPVC SCH80	7	184.32	EA	1,290.24
856C-060S 6" FLANGE V/S SPIG CPVC SCH80	2	69.64	EA	139.28
801C-060S 6" TEE S CPVC SCH80	1	103.64	EA	103.64
829C-585-F-E-S 8"x6" COUPLING ECC RDCR S CPVC	2	358.09	EA	716.18
866SV-575CS 8"x1" SADDLE CLAMP-ONxS GRY CPVC VIT SGL OUTLET SS HRDWR	4	443.22	EA	1,772.88
806C-060S 6" 90 ELBOW S CPVC SCH80	1	83.27	EA	83.27

BOM 129

854C-080S 8" FLANGE V/S S CPVC SCH80	5	184.32	EA	921.60
856C-060S 6" FLANGE V/S SPIG CPVC SCH80	1	69.64	EA	69.64
829C-585-F-E-S 8"x6" COUPLING ECC RDCR S CPVC	1	358.09	EA	358.09
866SV-575CS 8"x1" SADDLE CLAMP-ONxS GRY CPVC VIT SGL OUTLET SS HRDWR	2	427.67	EA	855.34

BOM 130

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Product/Description	Quantity	Price	U/M	Extension
854C-040S 4" FLANGE V/S S CPVC SCH80	2	35.95	EA	71.90
829C-582S 8"x4" COUPLING RDCR S CPVC SCH80	2	200.24	EA	400.48
806C-080S 8" 90 ELBOW S CPVC SCH80	23	203.78	EA	4,686.94
866SV-575CS 8"x1" SADDLE CLAMP-ONxS GRY CPVC VIT SGL OUTLET SS HRDWR	5	427.67	EA	2,138.35
854C-080S 8" FLANGE V/S S CPVC SCH80	38	184.32	EA	7,004.16
801C-080S 8" TEE S CPVC SCH80	9	296.87	EA	2,671.83
829C-585S 8"x6" COUPLING RDCR S CPVC	2	191.20	EA	382.40
854C-060S 6" FLANGE V/S S CPVC SCH80	4	61.26	EA	245.04
BOM 131				
854C-060S 6" FLANGE V/S S CPVC SCH80	12	61.26	EA	735.12
806C-060S 6" 90 ELBOW S CPVC SCH80	2	83.27	EA	166.54
829C-585S 8"x6" COUPLING RDCR S CPVC	2	191.20	EA	382.40
801C-080S 8" TEE S CPVC SCH80	11	296.87	EA	3,265.57
806C-080S 8" 90 ELBOW S CPVC SCH80	11	203.78	EA	2,241.58
854C-080S 8" FLANGE V/S S CPVC SCH80	42	184.32	EA	7,741.44
801C-580S 8"x3" TEE RDCR S CPVC SCH80	2	337.85	EA	675.70
866SV-575CS 8"x1" SADDLE CLAMP-ONxS GRY CPVC VIT SGL OUTLET SS HRDWR	3	427.67	EA	1,283.01

Harrington Industrial Plastics
 2224 North Locust Road Suite 6
 Spokane WA 99206
 509-926-4142
 509-926-1366 Fax

Quotation# 02183801
 Written: RJF
 Quote Date 01/18/22
 Expire Date 02/01/22
 Page 3 OF 10

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Product/Description	Quantity	Price	U/M	Extension
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BOM 132

854C-040S 4" FLANGE V/S S CPVC SCH80	1	35.95	EA	35.95
829C-582S 8"x4" COUPLING RDCR S CPVC SCH80	1	200.24	EA	200.24
806C-080S 8" 90 ELBOW S CPVC SCH80	3	203.78	EA	611.34
866SV-575CS 8"x1" SADDLE CLAMP-ONxS GRY CPVC VIT SGL OUTLET SS HRDWR	2	427.67	EA	855.34
854C-080S 8" FLANGE V/S S CPVC SCH80	6	184.32	EA	1,105.92
801C-080S 8" TEE S CPVC SCH80	1	296.87	EA	296.87
801C-060S 6" TEE S CPVC SCH80	1	103.64	EA	103.64
829C-585S 8"x6" COUPLING RDCR S CPVC	2	191.20	EA	382.40

BOM 135

854P-040S 4" FLANGE V/S S PVC PLAST RING SCH80 150PSI	16	16.10	EA	257.60
806-040S 4" 90 ELBOW S PVC SCH80	8	11.67	EA	93.36
801-417S 4"x1" TEE RDCR S PVC SCH80	4	25.48	EA	101.92
829-532S 6"x4" COUPLING RDCR S PVC SCH80	8	59.75	EA	478.00
854P-060S 6" FLANGE V/S S PVC PLAST RING SCH80 150PSI	24	25.33	EA	607.92
806-060S 6" 90 ELBOW S PVC SCH80	5	33.21	EA	166.05

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Product/Description	Quantity	Price	U/M	Extension
801-060S 6" TEE S PVC SCH80	7	55.85	EA	390.95
829-528S 6"x2" COUPLING RDCR S PVC SCH80	2	73.35	EA	146.70
837-247S 2"x1/2" BUSHING SPIGxS PVC SCH80	2	4.16	EA	8.32
837-525S 6"x1" BUSHING SPIGxS PVC SCH80	2	25.17	EA	50.34
836-060S 6" ADAPTER MPTxS PVC SCH80	1	40.00	EA	40.00
848-060-F-S 6" CAP FPT PVC SCH80 FAB NOTE 6" FPT CAP IS FABRICATED ITEM NOT MOLDED	1	118.09	EA	118.09
866SV-525S 6"x1" SADDLE CLAMP-ONxS GRY PVC FKM SGL OUTLET SS	2	143.98	EA	287.96
837-525S 6"x1" BUSHING SPIGxS PVC SCH80	2	25.17	EA	50.34
875-335S 3"x1" WYE RDCR S PVC SCH80	2	93.87	EA	187.74
806-010S 1" 90 ELBOW S PVC SCH80	2	1.68	EA	3.36
837-211S 1-1/2"x1" BUSHING SPIGxS PVC SCH80	2	2.92	EA	5.84
BOM 136				
854P-120S 12" FLANGE V/S S PVC RING SCH80 150 PSI	16	123.40	EA	1,974.40
406-120S 12" 90 ELBOW S PVC SCH40	6	550.50	EA	3,303.00

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 Expire Date 02/01/22
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Product/Description	Quantity	Price	U/M	Extension
429-120S 12" COUPLING S PVC SCH40	2	209.38	EA	418.76
BOM 137				
406-060S 6" 90 ELBOW S PVC SCH40	4	26.80	EA	107.20
BOM 138				
854P-060S 6" FLANGE V/S S PVC PLAST RING SCH80 150PSI	8	25.33	EA	202.64
806-060S 6" 90 ELBOW S PVC SCH80	3	33.21	EA	99.63
829-060S 6" COUPLING S PVC SCH80	2	27.66	EA	55.32
BOM 139				
854P-120S 12" FLANGE V/S S PVC RING SCH80 150 PSI	1	131.63	EA	131.63
406-120S 12" 90 ELBOW S PVC SCH40	1	550.50	EA	550.50
429-120S 12" COUPLING S PVC SCH40	1	209.38	EA	209.38
BOM 140				
854P-080S 8" FLANGE V/S S PVC PLAST RING SCH80 150PSI	2	45.69	EA	91.38
854P-030S 3" FLANGE V/S S PVC PLAST RING SCH80 150PSI	6	12.73	EA	76.38
406-080S 8" 90 ELBOW S PVC SCH40	2	69.02	EA	138.04
401-580S 8"x3" TEE RDCR S PVC SCH40	2	97.67	EA	195.34

BOM 141

Harrington Industrial Plastics
 2224 North Locust Road Suite 6
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 509-926-4142
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Quotation# 02183801
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Product/Description	Quantity	Price	U/M	Extension
854P-080S 8" FLANGE V/S S PVC PLAST RING SCH80 150PSI	1	45.69	EA	45.69
806-080S 8" 90 ELBOW S PVC SCH80	1	91.54	EA	91.54
ALL PIPE				
800C-080 8" PIPE P/E CPVC SCH80	460	48.35	FT	22,241.00
800C-060 6" PIPE P/E CPVC SCH80	40	28.99	FT	1,159.60
800C-010 1" PIPE P/E CPVC SCH80	20	2.35	FT	47.00
400-120BE 12" PIPE B/E PVC SCH40	80	33.77	FT	2,701.60
400-080BE 8" PIPE B/E PVC SCH40	20	17.36	FT	347.20
400-060BE 6" PIPE B/E PVC SCH40	80	11.25	FT	900.00
400-030BE 3" PIPE B/E PVC SCH40	20	4.11	FT	82.20
800-080 8" PIPE P/E PVC SCH80	20	17.79	FT	355.80
800-060 6" PIPE P/E PVC SCH80	120	11.81	FT	1,417.20
800-040 4" PIPE P/E PVC SCH80	40	6.10	FT	244.00
800-030 3" PIPE P/E PVC SCH80	40	4.26	FT	170.40

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Quotation# 02183801
 Written: RJF
 Quote Date 01/18/22
 Expire Date 02/01/22
 Page 7 OF 10

Product/Description	Quantity	Price	U/M	Extension
800-010 1" PIPE P/E PVC SCH80	20	0.96	FT	19.20
ADDED BOM'S 2/10				
BOM UW MF				
806-010S 1" 90 ELBOW S PVC SCH80	11	1.68	EA	18.48
806-020S 2" 90 ELBOW S PVC SCH80	24	2.92	EA	70.08
806-030S 3" 90 ELBOW S PVC SCH80	8	7.67	EA	61.36
806-040S 4" 90 ELBOW S PVC SCH80	4	11.67	EA	46.68
847-020S 2" CAP S PVC SCH80	1	6.46	EA	6.46
829-020S 2" COUPLING S PVC SCH80	8	3.63	EA	29.04
829-030S 3" COUPLING S PVC SCH80	15	10.26	EA	153.90
829-040S 4" COUPLING S PVC SCH80	5	12.85	EA	64.25
854-020S 2" FLANGE V/S S PVC PLAST RING SCH80 150PSI	2	7.46	EA	14.92
884-060 1"x6" NIPPLE TBE PVC SCH80 EACH NIPPLE TO PROVIDE TWO 1X3 TOE NIPPLES	8	2.42	EA	19.36
837-420S 4"x2" BUSHING SPIGxS PVC SCH80	1	15.87	EA	15.87
801-249S 2"x1" TEE RDCR S PVC SCH80	3	7.03	EA	21.09
801-420S 4"x2" TEE RDCR S PVC SCH80	1	20.82	EA	20.82
801-422S 4"x3" TEE RDCR S PVC SCH80	1	20.82	EA	20.82

Harrington Industrial Plastics
 2224 North Locust Road Suite 6
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Quotation# 02183801
 Written: RJF
 Quote Date 01/18/22
 Expire Date 02/01/22
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Product/Description	Quantity	Price	U/M	Extension
801-020S 2" TEE S PVC SCH80	5	10.39	EA	51.95
801-030S 3" TEE S PVC SCH80	9	14.12	EA	127.08
8097-030S 3" UNION S PVC EPDM SCH80 2000 IND	1	24.67	EA	24.67
854P-030S 3" FLANGE V/S S PVC PLAST RING SCH80 150PSI	11	12.73	EA	140.03
BOM CHEM FILL				
806-030S 3" 90 ELBOW S PVC SCH80	48	7.67	EA	368.16
854P-030S 3" FLANGE V/S S PVC PLAST RING SCH80 150PSI	8	12.73	EA	101.84
817-030S 3" 45 ELBOW S PVC SCH80	8	17.60	EA	140.80
BOM CHEM DISCHARGE				
854-020S 2" FLANGE V/S S PVC PLAST RING SCH80 150PSI	8	7.46	EA	59.68
806-020S 2" 90 ELBOW S PVC SCH80	8	2.92	EA	23.36
837-251S 2"x1-1/2" BUSHING SPIGxS PVC SCH80	8	4.16	EA	33.28
806-015S 1-1/2" 90 ELBOW S PVC SCH80	5	2.41	EA	12.05
801-015S 1-1/2" TEE S PVC SCH80	4	8.31	EA	33.24

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Quotation# 02183801
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 Expire Date 02/01/22
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Product/Description	Quantity	Price	U/M	Extension
854-015S 1-1/2" FLANGE V/S S PVC PLAST RING SCH80 150PSI	4	5.60	EA	22.40
BOM CHEM VENT				
806-040S 4" 90 ELBOW S PVC SCH80	16	11.67	EA	186.72
854P-040S 4" FLANGE V/S S PVC PLAST RING SCH80 150PSI	8	16.10	EA	128.80
BOM CHEM OF				
854P-080S 8" FLANGE V/S S PVC PLAST RING SCH80 150PSI	8	45.69	EA	365.52
406-080S 8" 90 ELBOW S PVC SCH40	8	69.02	EA	552.16
BOM CHEM DRAIN				
854P-030S 3" FLANGE V/S S PVC PLAST RING SCH80 150PSI	8	12.73	EA	101.84
806-030S 3" 90 ELBOW S PVC SCH80	8	7.67	EA	61.36
PIPE ADDS 2/10				
800-015 1-1/2" PIPE P/E PVC SCH80	100	1.50	FT	150.00
800-020 2" PIPE P/E PVC SCH80	360	2.12	FT	763.20
800-030 3" PIPE P/E PVC SCH80	580	4.26	FT	2,470.80
800-040 4" PIPE P/E PVC SCH80	120	6.10	FT	732.00

Harrington Industrial Plastics
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Quotation# 02183801
 Written: RJF
 Quote Date 01/18/22
 Expire Date 02/01/22
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Product/Description	Quantity	Price	U/M	Extension
400-080BE 8" PIPE B/E PVC SCH40	120	17.36	FT	2,083.20

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
93,662.11	5,619.70	0.00	99,281.81

Thanks For Thinking Harrington.

Respectfully Ryan J. Ford

All Quotations are subject to review upon placement of order.

Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.

Harrington Industrial Plastics
 2224 North Locust Road Suite 6
 Spokane WA 99206
 509-926-4142
 509-926-1366 Fax

Quotation# 02184378
 Written: RJF
 Quote Date 03/15/22
 Expire Date 03/29/22
 Page 1 OF 2

Quotation

105189
 SLETTEN CONSTRUCTION

 P O BOX 2467
 GREAT FALLS, MT 59403

Ship To:
 SLETTEN CONSTRUCTION
 C/O POST FALLS WRF
 841 GRIFFIN ST
 POST FALLS, ID 83854

Job: RFQ# POST FALLS

=====
 Contact: ROXANNE Ship Via: BEST WAY POSSIBLE
 Phone#: 406-581-1334 FOB / Delivery ARO: SHIPPING POINT
 Fax: 406-761-0923 Frt-Terms: CHRG INBOUND & OUTBOUND
 =====

Product/Description	Quantity	Price	U/M	Extension
854P-030S 3" FLANGE V/S S PVC PLAST RING SCH80 150PSI	32	12.73	EA	407.36
854P-040S 4" FLANGE V/S S PVC PLAST RING SCH80 150PSI	1	16.10	EA	16.10
806-030S 3" 90 ELBOW S PVC SCH80	12	7.67	EA	92.04
8097-060S 6" UNION S PVC EPDM SCH80 2000 IND	1	75.84	EA	75.84
829-060S 6" COUPLING S PVC SCH80	2	27.66	EA	55.32
800-060 6" PIPE P/E PVC SCH80	40	12.80	FT	512.00
806-040S 4" 90 ELBOW S PVC SCH80	2	11.67	EA	23.34
800-040 4" PIPE P/E PVC SCH80	20	6.61	FT	132.20
854P-040S 4" FLANGE V/S S PVC PLAST RING SCH80 150PSI	1	16.10	EA	16.10

Harrington Industrial Plastics
 2224 North Locust Road Suite 6
 Spokane WA 99206
 509-926-4142
 509-926-1366 Fax

Quotation# 02184378
 Written: RJF
 Quote Date 03/15/22
 Expire Date 03/29/22
 Page 2 OF 2

Product/Description	Quantity	Price	U/M	Extension
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Merchandise	Tax	Est.Freight / Handling	Net Quote Total
1,330.30	79.82	0.00	1,410.12

Thanks For Thinking Harrington.

Respectfully Ryan J. Ford

All Quotations are subject to review upon placement of order.

Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.

Harrington Industrial Plastics
 2224 North Locust Road Suite 6
 Spokane WA 99206
 509-926-4142
 509-926-1366 Fax

Quotation# 02187739
 Written: RJF
 Quote Date 03/07/23
 Expire Date 03/21/23
 Page 1 OF 1

Quotation

105189
 SLETTEN CONSTRUCTION

 P O BOX 2467
 GREAT FALLS, MT 59403

Ship To:
 SLETTEN CONSTRUCTION
 C/O POST FALLS WRF
 841 GRIFFIN ST
 POST FALLS, ID 83854

Job:

RFQ#

=====
 Contact: ROXANNE Ship Via: BEST WAY POSSIBLE
 Phone#: 406-581-1334 FOB / Delivery ARO: SHIPPING POINT
 Fax: 406-761-0923 Frt-Terms: CHRG INBOUND & OUTBOUND
 =====

Product/Description	Quantity	Price	U/M	Extension
829-422S 4"x3" COUPLING RDCR S PVC SCH80	6	34.63	EA	207.78
856P-040S 4" FLANGE V/S SPIG PVC PLAST RING SCH80	6	19.19	EA	115.14

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
322.92	19.38	0.00	342.30

 Thanks For Thinking Harrington.

Respectfully Ryan J. Ford

All Quotations are subject to review upon placement of order.

Freight/Handling and applicable taxes if not listed above will be added.

Harrington standard terms and conditions apply to this quote.

Post Falls WRF 1353-20655						
Paving Scope Escalation						
Line #	Quote	Description	QTY	Unit	\$/Unit	Total
1	Original	Base & Paving	8721	SY	\$ 22.00	\$ 191,862.00
2	Original	Shouldering	In Abv	In Abv	In Abv	In Abv
3	Original	Mobilization	1	EA	\$ 1,650.00	\$ 1,650.00
					Total	\$ 193,512.00
1	4/11/2023	Base & Paving	8559	SY	\$ 28.80	\$ 246,499.20
2	4/11/2023	Shouldering	790	SY	\$ 27.00	\$ 21,330.00
3	4/11/2023	Mobilization	1	EA	\$ 2,250.00	\$ 2,250.00
					Total	\$ 270,079.20
					Difference	\$ 76,567.20



CDA PAVING AND CONCRETE SPECIALTIES

3110 N. Government Way, Cd'A, ID 83815
 Phone: 208-762-0235 Fax: 208-665-9236
 ID Contractors Registration #:RCE-1609
 ID Public Works #: PWC-C-15674-AA-4

To:	ALL BIDDERS	Contact:	Estimator
Address:	COEUR D' ALENE CDA, ID 83814	Phone:	
Project Name:	WRF Treatment Plant PF	Fax:	
Project Location:	Wastewater Reclamation Facility, Post Fall, ID	Bid Number:	
		Bid Date:	5/26/2020

"Specializing in Quality and Service" Thank you for your business!

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Grade And Compact 3/4" Minus Base Rock (6") And Pave 3" Compacted ITD PG58-28 SP-3 Asphalt	8,721.00	SY	\$22.00	\$191,862.00
2	Mobilization	1.00	EACH	\$1,650.00	\$1,650.00
Total Bid Price:					\$193,512.00

Notes:

- Unless noted this proposal excludes: Permits, fees, bonds, testing, engineering/staking/surveying, subgrade, sawcutting, traffic control, inspections, utility adjustments, patching, striping & unforeseen conditions.
- CDA Paving will not be responsible for damage to existing concrete or asphalt if it must be crossed to access the site.
- Plus sales tax when applicable in Washington State.
- A \$450.00 charge will be added to all accounts that have been liened due to non-payment per Idaho Statute 45-525.
- One Year Limited Warranty on work performed within ISPWC weather specifications.
- Drainage warranty only applies with minimum of 2% grade.
- Cancellation Policy: 10% charge after any costs incurred.
- Quantities are estimated, If area increases actual quantities will be measured and billed upon completion.
- Proposal may be withdrawn if not accepted within 30 days.
- For credit card purchases, we will happily process up to five thousand dollars (\$5,000.00) without any added fees. For charges exceeding five thousand dollars, we will assess a 2% service charge.

Payment Terms:

Net 10th of Month

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Coeur D'Alene Paving Inc.  Authorized Signature: Estimator: Phill Weist (208) 661-3272 phillw@cdapaving.com
---	--



CDA PAVING AND CONCRETE SPECIALTIES

3110 N. Government Way, Cd'A, ID 83815
 Phone: 208-762-0235 Fax: 208-665-9236
 ID Contractors Registration #:RCE-1609
 ID Public Works #: PWC-C-15674-AA-4

To:	Sletten Construction Company	Contact:	Ross Contway
Address:	5825 South Polaris Ave. Las Vegas, NV 89118	Phone:	702-739-8770
		Fax:	rcontway@sletteninc.com
Project Name:	Post Falls WTP	Bid Number:	
Project Location:	841 N. Public Works Way, Post Falls, ID	Bid Date:	4/11/2023

Celebrating 20 years in 2021. We are CDA.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Grade And Compact 3/4" Minus Base Rock (6") And Pave 3" Compacted ITD PG58-28 SP-3 Asphalt	8,559.00	SY	\$28.80	\$246,499.20
2	Patch: Grade And Compact 3/4" Minus Base Rock (6") And Pave 3" Compacted ITD PG58-28 SP-3 Asphalt	30.00	SY	\$110.00	\$3,300.00
3	Shouldering: Grade And Compact 3/4" Minus Base Rock (9")	790.00	SY	\$27.00	\$21,330.00
4	Mobilization	1.00	EACH	\$2,250.00	\$2,250.00
Total Bid Price:					\$273,379.20

Notes:

- Unless noted this proposal excludes: Permits, fees, bonds, testing, engineering/staking/surveying, subgrade, sawcutting, traffic control, inspections, utility adjustments, patching, striping & unforeseen conditions.
- CDA Paving will not be responsible for damage to existing concrete or asphalt if it must be crossed to access the site.
- Plus sales tax when applicable in Washington State.
- A \$750.00 charge will be added to all accounts that have been liened due to non-payment per Idaho Statute 45-525.
- One Year Limited Warranty on work performed within ISPWC weather specifications.
- Drainage warranty only applies with minimum of 2% grade.
- Cancellation Policy: 10% charge after any costs incurred.
- Quantities are estimated, If area increases actual quantities will be measured and billed upon completion.
- Proposal may be withdrawn if not accepted within 30 days.
- For credit card purchases, we will happily process up to five thousand dollars (\$5,000.00) without any added fees. For charges exceeding five thousand dollars, we will assess a 2% service charge.
- Due to the instability of the oil market price may have to be adjusted to reflect current market conditions per ITD index.
- A LATE charge of 1 1/2% per month, which is an annual percentage rate of 18% will be charged on all past due accounts.
- BID BASED UPON SUPPLIED DRAWING DATED 4-10-23

Payment Terms:

Net 10th of Month

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Coeur D'Alene Paving Inc.  Authorized Signature: Estimator: Phill Weist (208) 661-3272 phillw@wearecda.com
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September 20, 2021

Addressed To:
Michael Conn
J-U-B Engineers, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815

Re: Post Falls WRF Tertiary Treatment Improvements

Subject: Current Market Conditions – Overhead Doors

Michael:

The purpose of this letter is to inform you of escalation of the overhead doors for the project. The original material pricing in May of 2020 was \$52,406.00. Unfortunately, due to the unprecedented market conditions, the pricing on the materials were not held by the manufacturer and subsequently increased to Continental Door to a new total of \$74,807.00.

The original as bid supply and installation price for Continental Door only totaled \$77,900.00.

The previously outlined series of events caused an increase in Continental Door's cost for this scope by \$22,401.00 and the disparity would leave only \$3,093.00 to install the overhead doors on the project in addition to the overhead costs to supply the necessary project documentation.

We would like to discuss this item with you and the owner to mitigate the existing as well as possible future damaging costs and delays to the project.

If you have any questions or comments, feel free to contact me directly at 406-454-6405 or kblunn@sletteninc.com.

Sincerely,
Sletten Construction

A handwritten signature in blue ink, appearing to read "K Blunn", is written over the typed name.

Kyle Blunn

Attachments: 20210816 Continental Door MB Email; 20200528 Est #1458551; 20210805 Est #1458551

CC: Andrew Arbini; Paul Robinson

Kyle Blunn

From: Megan Boozer <megan@continentaldoorco.com>
Sent: Monday, August 16, 2021 10:12 AM
To: Kyle Blunn; Kyle Farmer; Roxanne Leibrand; Marc Morse; Norm Morse
Subject: Post Falls WRF Treatment Improvements
Attachments: doc03222020210816081656.pdf; doc03221920210816081645.pdf

Follow Up Flag: Follow up
Flag Status: Completed

As-Bid Subcontract Price for supply and
install of overhead doors for the project

Good Morning Kyle,

We originally bid this job back in May of 2020 at \$77,900. As you know the steel pricing has been crazy and we have incurred a number of significant price increases from Cornell. The raw material cost has increased by \$22,401. With a 15% markup; that would bring the increase up to \$25,761. I have attached the supporting documents.

I understand we signed the subcontract back in January. I very respectfully ask you to consider presenting a CO to the owner to allow for the cost increase. I know this is a big number so any help on this matter would be greatly appreciated.

Please advise your thoughts ASAP and if you need anything further from me.

It would be best to lock in pricing now by getting the door ordered. Please advise of your project schedule.

Best Regards,

Norm, Marc, and Megan

Thanks,
Megan Boozer

Service Manager
Continental Door Company
12718 E. Indiana Ave
Spokane Valley, WA 99216
Office: (509) 921-2260 / Cell: (509) 723-3870
Fax: (509) 921-5099



Visit our New Website! www.continentaldoorco.com

Check out our Dock Equipment Products! [Link to Products](#)
Take a look at our Specialty Products! [Link to Products](#)

Estimate# 1458551

Project: PFWRP TERTIARY TREATMENT

Current Date: 05/28/2020 10:05 AM Estimate Worksheet

Estimate# 1458551

"THIS ESTIMATE HAS BEEN PRICE REVIEWED"

Dealer User:

Estimating Sales Rep (Pre Award): Anthony Vigorito

Anthony.Vigorito@cornellcookson.com

800-294-4358 x1136

Contract Fulfillment (Post Award): Josh Daniels

Josh.Daniels@cornellcookson.com

800-233-8366 x4074

Regional Sales Manager: D.J. Paul

DJ.Paul@cornellcookson.com

570-474-6773

Cornell Iron Works

Job#: 0000000000

Customer: 15360

Agent: D992

CONTINENTAL DOOR

CONTINENTAL DOOR

8622 E ROCKWELL

8622 E ROCKWELL

SPOKANE WA 99212

SPOKANE WA 99212

Terms: N30

Original Ship to Information:

Project: PFWRP TERTIARY TREATMENT

Contact: NORM MORSE

Phone #: 5099212260

83854

Fax: 5099215099

Item	Qty	Product Code	Width Feet Inches		Height Feet Inches	Area @	Area Total
1	1	CFW6F44GC	10-0 0/0	X	9-8 0/0	100	100

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99212 Zip Code

Pipe Size 4 In.

Mark No. TC1 - 100B

Labor Hours: .0

Hand of Operation Right

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

HAND CHAIN, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

Option No.		Qty.	Total
999	VERIFY POWDER COAT COLOR	1	
2136	CONTROLGARD CHAIN IS STANDARD *** IF DOOR IS EXTERIOR MOUNTED A CHAIN COVER IS REQUIRED***	1	
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
1441	SLIDE BOLTS COIL SIDE	1	
7414	HEIGHT IS CLEAR OPENING	1	
9501	SEISMIC PERFORMANCE CALCULATIONS PER ASC E 7-10- FAIL- PLEASE CONSULT FACTORY	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
1775	SINGLE GUIDE WEATHERING	1	
3505	BOTTOM BAR ASTRAGAL	1	

Total Weight: 1,300 lbs.

Net Item Amount: 3,397.00

Item Freight Amount: 361

Item 1 Subtotal: 3,758.00

Item	Qty	Product Code	Width Feet Inches		Height Feet Inches	Area @	Area Total
2	1	CFW6F44GC	8-0 0/0	X	9-8 0/0	80	80

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99212 Zip Code

Pipe Size 4 In.

Mark No. TC1 - 100E

Labor Hours: .0

Hand of Operation Left

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

HAND CHAIN, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
999	VERIFY POWDER COAT COLOR	1	
2136	CONTROLGARD CHAIN IS STANDARD *** IF DOOR IS EXTERIOR MOUNTED A CHAIN COVER IS REQUIRED***	1	
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
3505	BOTTOM BAR ASTRAGAL	1	
1441	SLIDE BOLTS COIL SIDE	1	
7414	HEIGHT IS CLEAR OPENING	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	
9500	SEISMIC PERFORMANCE CALCULATIONS PER ASCE 7-10- PASS	1	

Total Weight: 1,140 lbs.

Net Item Amount: 2,869.00
Item Freight Amount: 317

Item 2 Subtotal: 3,186.00

<u>Item</u>	<u>Qty</u>	<u>Product Code</u>	<u>Width Feet Inches</u>		<u>Height Feet Inches</u>	<u>Area @</u>	<u>Area Total</u>
3	1	CFW6F44GC	8-0 0/ 0	X	10-4 0/ 0	80	80
This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99212 Zip Code							

Pipe Size 4 In. Mark No. MF1 - 104 Labor Hours: .0
Hand of Operation Right

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

HAND CHAIN, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
999	VERIFY POWDER COAT COLOR	1	
2136	CONTROLGARD CHAIN IS STANDARD *** IF DOOR IS EXTERIOR MOUNTED A CHAIN COVER IS REQUIRED***	1	
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
3505	BOTTOM BAR ASTRAGAL	1	
1441	SLIDE BOLTS COIL SIDE	1	
7414	HEIGHT IS CLEAR OPENING	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	
9500	SEISMIC PERFORMANCE CALCULATIONS PER ASCE 7-10- PASS	1	

Total Weight: 1,140 lbs.

Net Item Amount: 2,869.00
Item Freight Amount: 317

Item 3 Subtotal: 3,186.00

<u>Item</u>	<u>Qty</u>	<u>Product Code</u>	<u>Width Feet Inches</u>		<u>Height Feet Inches</u>	<u>Area @</u>	<u>Area Total</u>
4	1	MFW6F44GC	14-0 0/ 0	X	18-4 0/ 0	252	252
This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99212 Zip Code							

Pipe Size 6 In. Mark No. MF1 - 105A
Hand of Operation Left

Labor Hours: .0

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

MOTOR, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
1441	SLIDE BOLTS COIL SIDE	1	
1775	SINGLE GUIDE WEATHERING	1	
999	VERIFY POWDER COAT COLOR	1	
1398	*****ADD OPTION #1023 IF (2) MONITORED ENTRAPMENT DEVICES ARE REQUIRED*****	1	
21177	ELECTRIC SENSING EDGE 2 WIRE WITH ELR MEETS FAILSAFE/MONITORED DEVICE SPECIFICATIONS. FOR THERMISER DOORS.	1	
7862	PHOTO EYE SET, NEMA 4X. FOR INDOOR OR OUTDOOR USE UP TO 45 FT WIDE OPENINGS.	1	
1023	SENSING MODULE GW40-05-1:WHEN (2) SETS OF MONITORED ENTRAPMENT DEVICES ARE REQUIRED.	1	
1025	WIRING HARNESS FOR SECOND MONITORED DEVICE. MODULE ADA-DA111-WH001	1	
7165	RADIO RECEIVER 3 CHANNEL FOR OPEN CLOSE STOP FUNCTIONS. PULSAR 831RE	1	
7164	TRANSMITTER 3 BUTTON OPEN, CLOSE, STOP PULSAR 8833T-OCS. CONTROLS ONE DOOR.	1	
7097	KEY CONTROL SURFACE MOUNT WITH STOP BUTTON. BEST 7 PIN CYLINDER. 4 1/4x7 1/2 BOX. NEMA 3R. TECO MODEL #SKS-2S	1	
1495	REELITE VERTICAL MTD 2 WIRE W. 25-0 CORD. MAXIMUM 22-0 DOOR HEIGHT. FOR 2 WIRE MILLER OR PNEUMATIC EDGES	1	
7414	HEIGHT IS CLEAR OPENING	1	
9501	SEISMIC PERFORMANCE CALCULATIONS PER ASC E 7-10- FAIL- PLEASE CONSULT FACTORY	1	
77608	MGH 7511 E Logic 3/4 HP 120/1/60 AUX CHAIN &3 BUT. STA. SURF MT. NEMA 1. NOT FOR HIGH CYCLE APPLICATIONS	1	
7816	CONSIDER MOTOR DRIVE MECH COVER PER OSHA 1910.219 IF MOTOR IS BELOW 8-0. USE OPTION #7770 FOR FACE OF WALL UNITS ONLY	1	
1056	IF NEMA 7/9 MODIFICATION IS REQUIRED PLEASE CHANGE OPERATOR MANUFACTURER TO LIFTMASTER OR MICANAN	1	
3502	FRONT OF COIL MOUNTED MOTOR	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	

Total Weight: 3,075 lbs.

Net Item Amount: 9,262.00
Item Freight Amount: 855

Item 4 Subtotal: 10,117.00

<u>Item</u>	<u>Qty.</u>	<u>Product Code</u>	<u>Width Feet Inches</u>		<u>Height Feet Inches</u>	<u>Area @</u>	<u>Area Total</u>
5	1	MFW6F44GC	14-0 0/ 0	X	18-4 0/ 0	252	252
This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99212 Zip Code							

Pipe Size 6 In. Mark No. MF1 - 105D
Hand of Operation Right

Labor Hours: .0

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

MOTOR, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	

1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1
1441	SLIDE BOLTS COIL SIDE	1
1775	SINGLE GUIDE WEATHERING	1
999	VERIFY POWDER COAT COLOR	1
1398	*****ADD OPTION #1023 IF (2) MONITORED ENTRAPMENT DEVICES ARE REQUIRED*****	1
21177	ELECTRIC SENSING EDGE 2 WIRE WITH ELR MEETS FAILSAFE/MONITORED DEVICE SPECIFICATIONS. FOR THERMISER DOORS.	1
7862	PHOTO EYE SET, NEMA 4X. FOR INDOOR OR OUTDOOR USE UP TO 45 FT WIDE OPENINGS.	1
1023	SENSING MODULE GW40-05-1:WHEN (2) SETS OF MONITORED ENTRAPMENT DEVICES ARE REQUIRED.	1
1025	WIRING HARNESS FOR SECOND MONITORED DEVICE. MODULE ADA-DA111-WH001	1
7165	RADIO RECEIVER 3 CHANNEL FOR OPEN CLOSE STOP FUNCTIONS. PULSAR 831RE	1
7164	TRANSMITTER 3 BUTTON OPEN, CLOSE, STOP PULSAR 8833T-OCS. CONTROLS ONE DOOR.	1
7097	KEY CONTROL SURFACE MOUNT WITH STOP BUTTON. BEST 7 PIN CYLINDER. 4 1/4x7 1/2 BOX. NEMA 3R. TECO MODEL #SKS-2S	1
1495	REELITE VERTICAL MTD 2 WIRE W. 25-0 CORD. MAXIMUM 22-0 DOOR HEIGHT. FOR 2 WIRE MILLER OR PNEUMATIC EDGES	1
77608	MGH 7511 E Logic 3/4 HP 120/1/60 AUX CHAIN & 3 BUT. STA. SURF MT. NEMA 1. NOT FOR HIGH CYCLE APPLICATIONS	1
7816	CONSIDER MOTOR DRIVE MECH COVER PER OSHA 1910.219 IF MOTOR IS BELOW 8-0. USE OPTION #7770 FOR FACE OF WALL UNITS ONLY	1
1056	IF NEMA 7/9 MODIFICATION IS REQUIRED PLEASE CHANGE OPERATOR MANUFACTURER TO LIFTMASTER OR MICANAN	1
3502	FRONT OF COIL MOUNTED MOTOR	1
7414	HEIGHT IS CLEAR OPENING	1
9501	SEISMIC PERFORMANCE CALCULATIONS PER ASC E 7-10- FAIL- PLEASE CONSULT FACTORY	1
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1

Total Weight: 3,075 lbs.

Net Item Amount: 9,262.00
Item Freight Amount: 855

Item 5 Subtotal: 10,117.00

<u>Item</u>	<u>Qty</u>	<u>Product Code</u>	<u>Width Feet Inches</u>		<u>Height Feet Inches</u>	<u>Area @</u>	<u>Area Total</u>
6	1	CFW6F44GC	14-0 0/0	X	15-0 0/0	210	210
This product is currently shipping from Goodyear, AZ location. Freight (If required) is calculated from this location to 99212 Zip Code							

Pipe Size 4 In. Mark No. MF1 - 106A Labor Hours: .0
Hand of Operation Right

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

HAND CHAIN, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
999	VERIFY POWDER COAT COLOR	1	
2136	CONTROLGARD CHAIN IS STANDARD *** IF DOOR IS EXTERIOR MOUNTED A CHAIN COVER IS REQUIRED***	1	
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
3505	BOTTOM BAR ASTRAGAL	1	
1441	SLIDE BOLTS COIL SIDE	1	
1789	DOUBLE COMPOUND CHAIN ASSEMBLY	1	
7414	HEIGHT IS CLEAR OPENING	1	
9501	SEISMIC PERFORMANCE CALCULATIONS PER ASC E 7-10- FAIL- PLEASE CONSULT FACTORY	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	

Total Weight: 2,280 lbs.

Net Item Amount: 6,478.00
Item Freight Amount: 634

Item 6 Subtotal: 7,112.00

Item	Qty.	Product Code	Width Feet Inches		Height Feet Inches	Area @	Area Total
7	1	MFW6F44GC	14-0 0/0	X	10-4 0/0	140	140

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99212 Zip Code

Pipe Size 4 In. Mark No. MF1 - 107 Labor Hours: .0
Hand of Operation Left

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

MOTOR, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

Option No.		Qty.	Total
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
1441	SLIDE BOLTS COIL SIDE	1	
1775	SINGLE GUIDE WEATHERING	1	
999	VERIFY POWDER COAT COLOR	1	
1495	REELITE VERTICAL MTD 2 WIRE W. 25-0 CORD. MAXIMUM 22-0 DOOR HEIGHT. FOR 2 WIRE MILLER OR PNEUMATIC EDGES	1	
7414	HEIGHT IS CLEAR OPENING	1	
9501	SEISMIC PERFORMANCE CALCULATIONS PER ASC E 7-10- FAIL- PLEASE CONSULT FACTORY	1	
1618	SGHNX-5011 E LOGIC 1/2 HP 120/1/60 AUX. CHAIN. NEMA 4X MODIFICATION INCL. 3 BUT. STA. SURFACE MT. NEMA 1.	1	
1173	NEMA 4 MODIFICATION LEAD TIME WILL BE 4-5 WEEKS IF THE MOTOR IS FRONT OF COIL MOUNTED	1	
3502	FRONT OF COIL MOUNTED MOTOR	1	
7816	CONSIDER MOTOR DRIVE MECH COVER PER OSHA 1910.219 IF MOTOR IS BELOW 8-0. USE OPTION #7770 FOR FACE OF WALL UNITS ONLY	1	
7220	3 BUTTON CONTROL STATION NEMA 4X. MMTC MODEL # 3B4X	1	
1398	*****ADD OPTION #1023 IF (2) MONITORED ENTRAPMENT DEVICES ARE REQUIRED*****	1	
21177	ELECTRIC SENSING EDGE 2 WIRE WITH ELR MEETS FAILSAFE/MONITORED DEVICE SPECIFICATIONS. FOR THERMISER DOORS.	1	
7862	PHOTO EYE SET, NEMA 4X. FOR INDOOR OR OUTDOOR USE UP TO 45 FT WIDE OPENINGS.	1	
1023	SENSING MODULE GW40-05-1:WHEN (2) SETS OF MONITORED ENTRAPMENT DEVICES ARE REQUIRED.	1	
1025	WIRING HARNESS FOR SECOND MONITORED DEVICE. MODULE ADA-DA111-WH001	1	
7906	KEY CONTROL SURFACE MOUNT WITH BEST CYLINDER. KEY TO OPEN, PUSH BUTTON TO CLOSE. SKS-PBC TECO	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	

Total Weight: 1,780 lbs.

Net Item Amount: 7,197.00
Item Freight Amount: 495

Item 7 Subtotal: 7,692.00

Item	Qty.	Product Code	Width Feet Inches		Height Feet Inches	Area @	Area Total
8	1	MFW6F44GC	8-0 0/0	X	9-0 0/0	72	72

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99212 Zip Code

Pipe Size 4 In. Mark No. UV - 101A Labor Hours: .0
Hand of Operation Right

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

MOTOR, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL,

POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
1441	SLIDE BOLTS COIL SIDE	1	
1775	SINGLE GUIDE WEATHERING	1	
999	VERIFY POWDER COAT COLOR	1	
1398	*****ADD OPTION #1023 IF (2) MONITORED ENTRAPMENT DEVICES ARE REQUIRED*****	1	
21177	ELECTRIC SENSING EDGE 2 WIRE WITH ELR MEETS FAILSAFE/MONITORED DEVICE SPECIFICATIONS. FOR THERMISER DOORS.	1	
7862	PHOTO EYE SET, NEMA 4X. FOR INDOOR OR OUTDOOR USE UP TO 45 FT WIDE OPENINGS.	1	
1023	SENSING MODULE GW40-05-1:WHEN (2) SETS OF MONITORED ENTRAPMENT DEVICES ARE REQUIRED.	1	
1025	WIRING HARNESS FOR SECOND MONITORED DEVICE. MODULE ADA-DA111-WH001	1	
7165	RADIO RECEIVER 3 CHANNEL FOR OPEN CLOSE STOP FUNCTIONS. PULSAR 831RE	1	
7164	TRANSMITTER 3 BUTTON OPEN, CLOSE, STOP PULSAR 8833T-OCS. CONTROLS ONE DOOR.	1	
7097	KEY CONTROL SURFACE MOUNT WITH STOP BUTTON. BEST 7 PIN CYLINDER. 4 1/4x7 1/2 BOX. NEMA 3R. TECO MODEL #SKS-2S	1	
1495	REELITE VERTICAL MTD 2 WIRE W. 25-0 CORD. MAXIMUM 22-0 DOOR HEIGHT. FOR 2 WIRE MILLER OR PNEUMATIC EDGES	1	
77600	MGH 3311 E Logic 1/3 HP 120/1/60. Aux Chain & 3 BUT. STA. SURF MT. NEMA 1. NOT FOR HIGH CYCLE APPLICATIONS	1	
7816	CONSIDER MOTOR DRIVE MECH COVER PER OSHA 1910.219 IF MOTOR IS BELOW 8-0. USE OPTION #7770 FOR FACE OF WALL UNITS ONLY	1	
1056	IF NEMA 7/9 MODIFICATION IS REQUIRED PLEASE CHANGE OPERATOR MANUFACTURER TO LIFTMASTER OR MICANAN	1	
3502	FRONT OF COIL MOUNTED MOTOR	1	
7414	HEIGHT IS CLEAR OPENING	1	
9500	SEISMIC PERFORMANCE CALCULATIONS PER ASCE 7-10- PASS	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	

Total Weight: 1,135 lbs. **Net Item Amount:** 3,854.00 **Item Freight Amount:** 315

Item 8 Subtotal: 4,169.00

<u>Item</u>	<u>Qty</u>	<u>Product Code</u>	<u>Width Feet Inches</u>		<u>Height Feet Inches</u>	<u>Area @</u>	<u>Area Total</u>
9	1	CFW6F44GC	8-0 0/ 0	X	9-0 0/ 0	72	72

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99212 Zip Code

Pipe Size 4 In. **Mark No.** UV - 101D **Labor Hours:** .0
Hand of Operation Right

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

HAND CHAIN, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
999	VERIFY POWDER COAT COLOR	1	
2136	CONTROLGARD CHAIN IS STANDARD *** IF DOOR IS EXTERIOR MOUNTED A CHAIN COVER IS REQUIRED***	1	
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
3505	BOTTOM BAR ASTRAGAL	1	

1441	SLIDE BOLTS COIL SLIDE	1
1789	DOUBLE COMPOUND CHAIN ASSEMBLY	1
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1
7414	HEIGHT IS CLEAR OPENING	1
9500	SEISMIC PERFORMANCE CALCULATIONS PER ASCE 7-10- PASS	1

Total Weight: 1,050 lbs.

Net Item Amount: 2,777.00
Item Freight Amount: 292

Item 9 Subtotal: 3,069.00

Totals for Estimate

Estimate #: 1458551

Unit Count: 9

Net Total: 47,965

Ship Weight:	15,975 lbs @	
Extra Weight:	0	
Rate:	.00	Or Ded Truck Rate: .2779 4,441
Extra Freight Amt.:	0	24 Hr. Call Amount 0
Ship to Zip Code:	99212	Total..... 52,406

This Estimate/Order has been priced reviewed. Discounting is based on total scope of work at the time of discounting.
Any changes to the scope, such as changes to size, product, qty, etc. will require this quote to be re-reviewed for discounting
and may negatively impact discount percentage and overall price.

THIS ESTIMATE IS GOOD FOR 60 DAYS, HOWEVER, ADDITIONAL MATERIAL
SURCHARGES MAY BE ADDED AT TIME OF RELEASE IF APPLICABLE.

NOTE: IT IS YOUR RESPONSIBILITY TO REVIEW THIS QUOTATION TO INSURE
PRODUCT, PRICE, QUANTITIES, SIZES, EXCLUSIONS, ETC., REFLECT
WHAT IS REQUIRED FOR THE PROJECT YOU ARE ABOUT TO BID.

CORNELLCOOKSON STANDARD PRODUCT AND ELECTRICAL COMPONENTS WARRANTY
AGAINST DEFECTS IN MATERIAL OR WORKMANSHIP IS 24 MONTHS FROM DATE OF SHIPMENT.

PRICING IS BASED ON OPEN CREDIT TERMS OF 30 DAYS, AND IS SUBJECT TO
APPROVAL. LATE PAYMENTS ARE SUBJECT TO A 1% PER MONTH SERVICE CHARGE.
ALL COLLECTION FEES, IF NECESSARY, ARE APPLICABLE TO THE DEBTOR.

Estimate# 1458551

Project: PFWRF TERTIARY TREATMENT

Current Date: 08/05/2021 12:35 PM

Estimate Worksheet

Estimate# 1458551

"THIS ESTIMATE HAS BEEN PRICE REVIEWED"

Dealer User: marc morse

Estimating Sales Rep (Pre Award): Anthony Vigorito

Contract Fulfillment (Post Award): Josh Daniels

Regional Sales Manager: D.J. Paul

Anthony.Vigorito@cornellcookson.com

Josh.Daniels@cornellcookson.com

DJ.Paul@cornellcookson.com

800-294-4358 x1136

800-233-8366 x4074

570-474-6773

Cornell Iron Works

Job#: 0000000000

Customer: 15360

CONTINENTAL DOOR

12718 E INDIANA AVE

SPOKANE VALLEY WA 99216

Terms: N30

Dealer*: D992

CONTINENTAL DOOR

8622 E ROCKWELL

SPOKANE WA 99212

Original Ship to Information:

Project: PFWRF TERTIARY TREATMENT

Contact: NORM MORSE

Phone #: 5099212260

Fax: 5099215099

83854

Item	Qty	Product Code	Width Feet Inches	Height Feet Inches	Area @	Area Total
1	1	CFW6F44GC	10-0 0/0	9-8 0/0	100	100

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99216 Zip Code

Pipe Size 4 In.

Mark No. TC1 - 100B

Labor Hours: .0

Hand of Operation Right

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

HAND CHAIN, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

Option No.	Qty.	Total
999	1	
2136	1	
9651	1	
9652	1	
9653	1	
1441	1	
7414	1	
9501	1	
9650	1	
1773	1	
1775	1	
3505	1	
7368	1	

Total Weight: 1,300 lbs.

Net Item Amount: 5,061.00

Item Freight Amount: 394

Item 1 Subtotal: 5,455.00

Item	Qty	Product Code	Width Feet Inches	Height Feet Inches	Area @	Area Total
2	1	CFW6F44GC	8-0 0/0	9-8 0/0	80	80

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99216 Zip Code

Pipe Size 4 In.

Mark No. TC1 - 100E

Labor Hours: .0

Hand of Operation Left

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

HAND CHAIN, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
999	VERIFY POWDER COAT COLOR	1	
2136	CONTROLGARD CHAIN IS STANDARD *** IF DOOR IS EXTERIOR MOUNTED A CHAIN COVER IS REQUIRED***	1	
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
3505	BOTTOM BAR ASTRAGAL	1	
1441	SLIDE BOLTS COIL SIDE	1	
7414	HEIGHT IS CLEAR OPENING	1	
9500	SEISMIC PERFORMANCE CALCULATIONS PER ASCE 7-16- PASS	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	

Total Weight: 1,140 lbs.

Net Item Amount: 4,271.00
Item Freight Amount: 346

Item 2 Subtotal: 4,617.00

<u>Item</u>	<u>Qty</u>	<u>Product Code</u>	<u>Width Feet Inches</u>		<u>Height Feet Inches</u>	<u>Area @</u>	<u>Area Total</u>
3	1	CFW6F44GC	8-0 0/ 0	X	10-4 0/ 0	80	80

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99216 Zip Code

Pipe Size 4 In. Mark No. MF1 - 104A Labor Hours: .0
Hand of Operation Right

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

HAND CHAIN, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
9500	SEISMIC PERFORMANCE CALCULATIONS PER ASCE 7-16- PASS	1	
999	VERIFY POWDER COAT COLOR	1	
2136	CONTROLGARD CHAIN IS STANDARD *** IF DOOR IS EXTERIOR MOUNTED A CHAIN COVER IS REQUIRED***	1	
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
3505	BOTTOM BAR ASTRAGAL	1	
1441	SLIDE BOLTS COIL SIDE	1	
2076	***** DOOR WILL NOT BE WIND LOADED. PLEASE CONSULT FACTORY FOR WINDLOAD INFORMATION****	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	
7414	HEIGHT IS CLEAR OPENING	1	

Total Weight: 1,140 lbs.

Net Item Amount: 4,271.00
Item Freight Amount: 346

Item 3 Subtotal: 4,617.00

<u>Item</u>	<u>Qty</u>	<u>Product Code</u>	<u>Width Feet Inches</u>		<u>Height Feet Inches</u>	<u>Area @</u>	<u>Area Total</u>
4	1	MFW6F44GC	14-0 0/ 0	X	18-4 0/ 0	252	252

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99216 Zip Code

Pipe Size 6 In. Mark No. MF1 - 105A
Hand of Operation Left

Labor Hours: .0

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

MOTOR, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
1441	SLIDE BOLTS COIL SIDE	1	
1775	SINGLE GUIDE WEATHERING	1	
999	VERIFY POWDER COAT COLOR	1	
1398	*****ADD OPTION #1023 IF (2) MONITORED ENTRAPMENT DEVICES ARE REQUIRED*****	1	
21177	ELECTRIC SENSING EDGE 2 WIRE WITH ELR MEETS FAILSAFE/MONITORED DEVICE SPECIFICATIONS. FOR THERMISER DOORS.	1	
7862	PHOTO EYE SET, NEMA 4X. FOR INDOOR OR OUTDOOR USE UP TO 45 FT WIDE OPENINGS.	1	
1023	SENSING MODULE GW40-05-1:WHEN (2) SETS OF MONITORED ENTRAPMENT DEVICES ARE REQUIRED.	1	
1025	WIRING HARNESS FOR SECOND MONITORED DEVICE. MODULE ADA-DA111-WH001	1	
7165	RADIO RECEIVER 3 CHANNEL FOR OPEN CLOSE STOP FUNCTIONS. PULSAR 831RE	1	
7164	TRANSMITTER 3 BUTTON OPEN, CLOSE, STOP PULSAR 8833T-OCS. CONTROLS ONE DOOR.	1	
7097	KEY CONTROL SURFACE MOUNT WITH STOP BUTTON. BEST 7 PIN CYLINDER. 4 1/4x7 1/2 BOX. NEMA 3R. TECO MODEL #SKS-2S	1	
1495	REELITE VERTICAL MTD 2 WIRE W. 25-0 CORD. MAXIMUM 22-0 DOOR HEIGHT. FOR 2 WIRE MILLER OR PNEUMATIC EDGES	1	
7414	HEIGHT IS CLEAR OPENING	1	
9501	SEISMIC PERFORMANCE CALCULATIONS PER ASC E 7-10- FAIL- PLEASE CONSULT FACTORY	1	
77608	MGH 7511 E Logic 3/4 HP 120/1/60 AUX CHAIN & 3 BUT. STA. SURF MT. NEMA 1. NOT FOR HIGH CYCLE APPLICATIONS	1	
7816	CONSIDER MOTOR DRIVE MECH COVER PER OSHA 1910.219 IF MOTOR IS BELOW 8-0. USE OPTION #7770 FOR FACE OF WALL UNITS ONLY	1	
1056	IF NEMA 7/9 MODIFICATION IS REQUIRED PLEASE CHANGE OPERATOR MANUFACTURER TO LIFTMASTER OR MICANAN	1	
3501	WALL MOUNTED MOTOR	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	
5555	*****SPECIAL ENGINEERING REQUEST*****	1	

Total Weight: 3,075 lbs.

Net Item Amount: 13,671.00
Item Freight Amount: 933

Item 4 Subtotal: 14,604.00

<u>Item</u>	<u>Qty</u>	<u>Product Code</u>	<u>Width Feet Inches</u>		<u>Height Feet Inches</u>	<u>Area @</u>	<u>Area Total</u>
5	1	MFW6F44GC	14-0 0/ 0	X	18-4 0/ 0	252	252
This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99216 Zip Code							

Pipe Size 6 In. Mark No. MF1 - 105D
Hand of Operation Right

Labor Hours: .0

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

MOTOR, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	

1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1
1441	SLIDE BOLTS COIL SIDE	1
1775	SINGLE GUIDE WEATHERING	1
999	VERIFY POWDER COAT COLOR	1
1398	*****ADD OPTION #1023 IF (2) MONITORED ENTRAPMENT DEVICES ARE REQUIRED*****	1
21177	ELECTRIC SENSING EDGE 2 WIRE WITH ELR MEETS FAILSAFE/MONITORED DEVICE SPECIFICATIONS. FOR THERMISER DOORS.	1
7862	PHOTO EYE SET, NEMA 4X. FOR INDOOR OR OUTDOOR USE UP TO 45 FT WIDE OPENINGS.	1
1023	SENSING MODULE GW40-05-1:WHEN (2) SETS OF MONITORED ENTRAPMENT DEVICES ARE REQUIRED.	1
1025	WIRING HARNESS FOR SECOND MONITORED DEVICE. MODULE ADA-DA111-WH001	1
7165	RADIO RECEIVER 3 CHANNEL FOR OPEN CLOSE STOP FUNCTIONS. PULSAR 831RE	1
7164	TRANSMITTER 3 BUTTON OPEN, CLOSE, STOP PULSAR 8833T-OCS. CONTROLS ONE DOOR.	1
7097	KEY CONTROL SURFACE MOUNT WITH STOP BUTTON. BEST 7 PIN CYLINDER. 4 1/4x7 1/2 BOX. NEMA 3R. TECO MODEL #SKS-2S	1
1495	REELITE VERTICAL MTD 2 WIRE W. 25-0 CORD. MAXIMUM 22-0 DOOR HEIGHT. FOR 2 WIRE MILLER OR PNEUMATIC EDGES	1
77608	MGH 7511 E Logic 3/4 HP 120/1/60 AUX CHAIN &3 BUT. STA. SURF MT. NEMA 1. NOT FOR HIGH CYCLE APPLICATIONS	1
7816	CONSIDER MOTOR DRIVE MECH COVER PER OSHA 1910.219 IF MOTOR IS BELOW 8-0. USE OPTION #7770 FOR FACE OF WALL UNITS ONLY	1
1056	IF NEMA 7/9 MODIFICATION IS REQUIRED PLEASE CHANGE OPERATOR MANUFACTURER TO LIFTMASTER OR MICANAN	1
7414	HEIGHT IS CLEAR OPENING	1
9501	SEISMIC PERFORMANCE CALCULATIONS PER ASC E 7-10- FAIL- PLEASE CONSULT FACTORY	1
3501	WALL MOUNTED MOTOR	1
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1
5555	*****SPECIAL ENGINEERING REQUEST*****	1

Total Weight: 3,075 lbs.

Net Item Amount: 13,671.00
Item Freight Amount: 933

Item 5 Subtotal: 14,604.00

Item	Qty	Product Code	Width Feet Inches		Height Feet Inches	Area @	Area Total
6	1	CFW6F44GC	14-0 0/ 0	X	15-0 0/ 0	210	210

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99216 Zip Code

Pipe Size 4 In. Mark No. MF1 - 106A Labor Hours: .0
Hand of Operation Right

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

HAND CHAIN, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

Option No.		Qty.	Total
999	VERIFY POWDER COAT COLOR	1	
2136	CONTROLGARD CHAIN IS STANDARD *** IF DOOR IS EXTERIOR MOUNTED A CHAIN COVER IS REQUIRED***	1	
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
3505	BOTTOM BAR ASTRAGAL	1	
1441	SLIDE BOLTS COIL SIDE	1	
1789	DOUBLE COMPOUND CHAIN ASSEMBLY	1	
7414	HEIGHT IS CLEAR OPENING	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	
5555	*****SPECIAL ENGINEERING REQUEST*****	1	
9501	SEISMIC PERFORMANCE CALCULATIONS PER ASC E 7-10- FAIL- PLEASE CONSULT FACTORY	1	

Net Item Amount: 9,700.00

Total Weight: 2,280 lbs.

Item Freight Amount: 692

Item 6 Subtotal: 10,392.00

Item	Qty	Product Code	Width Feet Inches	Height Feet Inches	Area @	Area Total
7	1	MFW6F44GC	11-4 0/0	10-4 0/0	110	110

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99216 Zip Code

Pipe Size 4 In. Mark No. MF1 - 107 Labor Hours: .0
Hand of Operation Left

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

MOTOR, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

Option No.

Option No.	Qty.	Total
9500	1	
9651	1	
9652	1	
9653	1	
9650	1	
1773	1	
1441	1	
1775	1	
999	1	
1173	1	
1398	1	
21177	1	
7862	1	
1023	1	
1025	1	
7906	1	
2076	1	
7414	1	
1618	1	
7816	1	
7220	1	
3499	1	
1506	1	
7368	1	

Total Weight: 1,510 lbs.

Net Item Amount: 9,671.00
Item Freight Amount: 458

Item 7 Subtotal: 10,129.00

Item	Qty	Product Code	Width Feet Inches	Height Feet Inches	Area @	Area Total
8	1	MFW6F44GC	8-0 0/0	9-0 0/0	72	72

This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99216 Zip Code

Pipe Size 4 In. Mark No. UV - 101A Labor Hours: .0
Hand of Operation Right

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

MOTOR, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
1441	SLIDE BOLTS COIL SIDE	1	
1775	SINGLE GUIDE WEATHERING	1	
999	VERIFY POWDER COAT COLOR	1	
1398	*****ADD OPTION #1023 IF (2) MONITORED ENTRAPMENT DEVICES ARE REQUIRED*****	1	
21177	ELECTRIC SENSING EDGE 2 WIRE WITH ELR MEETS FAILSAFE/MONITORED DEVICE SPECIFICATIONS. FOR THERMISER DOORS.	1	
7862	PHOTO EYE SET, NEMA 4X. FOR INDOOR OR OUTDOOR USE UP TO 45 FT WIDE OPENINGS.	1	
1023	SENSING MODULE GW40-05-1:WHEN (2) SETS OF MONITORED ENTRAPMENT DEVICES ARE REQUIRED.	1	
1025	WIRING HARNESS FOR SECOND MONITORED DEVICE. MODULE ADA-DA111-WH001	1	
7165	RADIO RECEIVER 3 CHANNEL FOR OPEN CLOSE STOP FUNCTIONS. PULSAR 831RE	1	
7164	TRANSMITTER 3 BUTTON OPEN, CLOSE, STOP PULSAR 8833T-OCS. CONTROLS ONE DOOR.	1	
7097	KEY CONTROL SURFACE MOUNT WITH STOP BUTTON. BEST 7 PIN CYLINDER. 4 1/4x7 1/2 BOX. NEMA 3R. TECO MODEL #SKS-2S	1	
1495	REELITE VERTICAL MTD 2 WIRE W. 25-0 CORD. MAXIMUM 22-0 DOOR HEIGHT. FOR 2 WIRE MILLER OR PNEUMATIC EDGES	1	
77600	MGH 3311 E Logic 1/3 HP 120/1/60. Aux Chain & 3 BUT. STA. SURF MT. NEMA 1. NOT FOR HIGH CYCLE APPLICATIONS	1	
7816	CONSIDER MOTOR DRIVE MECH COVER PER OSHA 1910.219 IF MOTOR IS BELOW 8-0. USE OPTION #7770 FOR FACE OF WALL UNITS ONLY	1	
1056	IF NEMA 7/9 MODIFICATION IS REQUIRED PLEASE CHANGE OPERATOR MANUFACTURER TO LIFTMASTER OR MICANAN	1	
7414	HEIGHT IS CLEAR OPENING	1	
9500	SEISMIC PERFORMANCE CALCULATIONS PER ASCE 7-16- PASS	1	
3501	WALL MOUNTED MOTOR	1	
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1	

Total Weight: 1,135 lbs.

Net Item Amount: 5,594.00
Item Freight Amount: 344

Item 8 Subtotal: 5,938.00

<u>Item</u>	<u>Qty</u>	<u>Product Code</u>	<u>Width Feet Inches</u>		<u>Height Feet Inches</u>	<u>Area @</u>	<u>Area Total</u>
9	1	CFW6F44GC	8-0 0/ 0	X	9-0 0/ 0	72	72
This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 99216 Zip Code							

Pipe Size 4 In. Mark No. UV - 101D Labor Hours: .0
Hand of Operation Right

Wall Construction 418 - FOW - CMU FILLED W/Z GUIDE

HAND CHAIN, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, POWDER COATED, Model ESD20.

<u>Option No.</u>		<u>Qty.</u>	<u>Total</u>
999	VERIFY POWDER COAT COLOR	1	
2136	CONTROLGARD CHAIN IS STANDARD *** IF DOOR IS EXTERIOR MOUNTED A CHAIN COVER IS REQUIRED***	1	
9651	THERMISER MAX - GUIDE MODIFICATION ISD	1	
9652	THERMISER MAX - LINTEL MODIFICATION ISD. FOR " L " BRUSH SEAL MOUNT ABOVE LINTEL ADD OPTION # 1780	1	
9653	PASS DOORS, EXHAUST PORTS & BRUSH SEALS ON GUIDES ARE NOT COMPATIBLE WITH THERMISER MAX CONSTRUCTION	1	
9650	THERMISER MAX {MODEL ESD-30}. IECC 2015 & ASHRAE 90.1 COMPLIANT. VERIFIED AIR INFILTRATION OF .27 CFM /SQFT	1	
1773	HOOD BAFFLE IN ADDITION TO Z LINTEL SEAL. BRUSH SEAL MOUNTS BELOW LINTEL	1	
3505	BOTTOM BAR ASTRAGAL	1	

1441	SLIDE BOLTS COIL SIDE	1
1789	DOUBLE COMPOUND CHAIN ASSEMBLY	1
7414	HEIGHT IS CLEAR OPENING	1
9500	SEISMIC PERFORMANCE CALCULATIONS PER ASCE 7-16- PASS	1
7368	P C CURTAIN BOTH SIDES ALL EXPOSED PARTS INCLUDING FASCIAS AND COVERS >1000 SQFT. DOES NOT INCLUDE TUBES.	1

Total Weight: 1,050 lbs.

Net Item Amount: 4,132.00
Item Freight Amount: 319

Item 9 Subtotal: 4,451.00

Totals for Estimate

Estimate #: 1458551

Unit Count: 9

Net Total: 70,042

Ship Weight:	15,705 lbs @	
Extra Weight:	0	
Rate:	.00	Or Ded Truck Rate: .3034 4,765
Extra Freight Amt.:	0	24 Hr. Call Amount 0
Ship to Zip Code:	99216	Total..... 74,807

This Estimate/Order has been priced reviewed. Discounting is based on total scope of work at the time of discounting. Any changes to the scope, such as changes to size, product, qty, etc. will require this quote to be re-reviewed for discounting and may negatively impact discount percentage and overall price.

THIS ESTIMATE IS GOOD FOR 30 DAYS. PRICING MAY CHANGE AT ANY TIME TO THE EXTENT DUE TO INCREASES IN MATERIAL PRICING OR OTHER CONDITIONS BEYOND CORNELLCOOKSON'S CONTROL. ALL ORDERS PLACED ARE NON-CANCELLABLE AND NON-CHANGEABLE AFTER 48 HOURS.

NOTE: IT IS YOUR RESPONSIBILITY TO REVIEW THIS QUOTATION TO INSURE PRODUCT, PRICE, QUANTITIES, SIZES, EXCLUSIONS, ETC., REFLECT WHAT IS REQUIRED FOR THE PROJECT YOU ARE ABOUT TO BID.

CORNELLCOOKSON STANDARD PRODUCT AND ELECTRICAL COMPONENTS WARRANTY AGAINST DEFECTS IN MATERIAL OR WORKMANSHIP IS 24 MONTHS FROM DATE OF SHIPMENT.

PRICING IS BASED ON OPEN CREDIT TERMS OF 30 DAYS, AND IS SUBJECT TO APPROVAL. LATE PAYMENTS ARE SUBJECT TO A 1% PER MONTH SERVICE CHARGE. ALL COLLECTION FEES, IF NECESSARY, ARE APPLICABLE TO THE DEBTOR.

***"Dealer" generally refers to any purchaser, customer or reseller of CornellCookson products, and not necessarily to a CornellCookson authorized dealer.**



PO Box 2467
Great Falls, Montana 59403
Telephone: (406) 761-7920
Fax: (406) 761-0923
MT Registration #269

July 9, 2021

Michael Conn
J-U-B Engineers, Inc.
7825 Meadowlark Way
Coeur d'Alene, Idaho 83815
Email: mconn@jub.com

Project: Post Falls WRF Tertiary Treatment Improvements
Re: Current Market Conditions - Roofing

Michael Conn:

The purpose of this letter is to inform you of ongoing escalation regarding materials for our roofing subcontractor Ark Commercial Roofing. In an attempt to mitigate the unprecedented market conditions, Ark Commercial Roofing has already locked in pricing on their TPO roofing materials, but due to many environmental and market conditions is not able to procure the necessary steel products.

We would like to discuss this item with you and the owner to mitigate the existing as well as possible future damaging costs to our subcontractor.

If you have any questions or comments, feel free to contact me directly at 406-454-6405 or kblunn@sletteninc.com.

Sincerely,
Sletten Construction

Kyle Blunn

Attachments: Ark Commercial Roofing Email Dated 20210702
CC: Bill Savitz; Don Pillars; Tom Wilson; Paul Robinson

Kyle Blunn

From: Bill Savitz <bills@arkcommercialroofing.com>
Sent: Friday, July 2, 2021 12:06 PM
To: Kyle Blunn
Cc: Don Pillers
Subject: Post Falls WRF Tertiary Project Metal Pricing
Attachments: Post Falls WRF material cost increase.pdf; Price Increase 12 9 2020.pdf; Price Increase letter 042121.pdf; Price Increase letter 051721.pdf; July 1 price quote.pdf; May 27, 2020 Metal Sales Quote.pdf; MS March Increase_2.26.21 Final.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Kyle,

As we discussed earlier this week, we have compiled the background related to cost increases to us on the metal side of this project. The bottom line of this is that, to date, we're seeing a material cost increase on the Metal Sales supplied products of \$32,173.40. That's just bare cost, no O&P included.

I've attached the worksheet that shows the comparison from bid date to December, 2020 and then again to July 1, all based on current pricing. Once more, the further concern is continuing cost increases and how to mitigate those while also gaining compensation for this. If we can get exact enough, guaranteed dimensions to work with, we can place an order and, maybe, get it locked in. However, we would need to take delivery of the materials once fabricated and store it somewhere. That's not really a great option when considering the plastic sheet each product has and how it tends to become non-removable over time, especially if stored outside in sun, heat, and exposure. We need a plan.

We've also provided copies of the original quote sheet from the bid date plus price increase announcements along the way. Lastly, the email just received with current pricing that's only good for orders placed within 15 days of quote. As we both know, this thing is spiraling as is true with just about every construction product in demand. It's a crazy world right now, the strangest I've seen in over 40 years in the industry.

Please let Don or I know if you have further questions or would like more clarification as to what's provided here. Have a great, long weekend and don't blow yourself up!

Sincerely,

C. William (Bill) Savitz
General Manager - EVP

Ark Commercial Roofing, Inc.
11505 E. Trent
Spokane, WA 99206
509-443-9300

"Safety is a State of Mind"

Post Falls WRF

Quote Date	Per SF	Per SF	Per SF	4'x10'	4'x10'
	Clip-Loc Roof Panel	T-12 Wall Panel	Soffit Panel	24 Ga Flat Stock	22 Ga Flat Stock
5/27/2020	\$ 2.15	\$ 2.49	\$ 2.08	\$ 43.14	\$ 48.84
12/29/2020	\$ 2.36	\$ 2.49	\$ 1.93	\$ 45.59	\$ 52.24
7/1/2021	\$ 3.67	\$ 3.09	\$ 2.89	\$ 74.62	\$ 87.08
Difference from qoute to current	\$ 1.52	\$ 0.60	\$ 0.81	\$ 31.48	\$ 38.24
Quantity	10800	5600	2200	155	150
Cost increase	\$ 16,416.00	\$ 3,360.00	\$ 1,782.00	\$ 4,879.40	\$ 5,736.00
Total current increase					\$ 32,173.40



Name:		Date:	27-May-20
Company:		Quote No.	QQ205046dp
Phone No:		Page No:	1 of 1
Fax No.			

Project:	WRF Treatment Improv.-Roofs
Location:	Post Falls, ID
Quoted By:	Doug Prussack

	Pump Sta	UV	A-TC1		Flats	Flats
Profile / Flats	Clip Loc	Clip Loc	Clip Loc		4'x10'	4' x 10'
Coverage / Width	16"	16"	16"			
Quantity (Square Feet)	650	4,850	6,150			
Material	galv	galv	galv		galv	galv
Gage / Thickness	22 Gauge	22 gauge	22 gauge		22 ga	24 ga
Exterior Finish	PVDF	PVDF	PVDF		PVDF	PVDF
Exterior Color	Standard color	Standard color	Stdlor		Std. Color	Std. Color
Interior Finish	std	std	std		stf	std
Interior Color	o.w.	o.w.	o.w.		o.w.	o.w.
Std. Packaging / sf	included	included	included			
Price	\$2.15/sf	\$2.15/sf	\$2.15/sf		\$48.84	\$43.14 ea
Flashing/Trims Allowance	\$1,250.00	\$5,020.00	\$4,050.00			
Accs/ Fastener Allowance	\$475.00	\$2,625.00	\$3,320.00			
Freight	\$300.00	\$1,450.00	\$1,830.00		\$35 Skid/50	\$35 Skid/50

Engineering Calcs	\$750.00
Customer is responsible for meeting all WTW requirements.	
Add for Buy America, ARRA, Department of Transportation surface act if required:	\$3,350.00
Submittal Package (Optional)	\$2,500.00

- 1.) U.S. Tax Not Included. Canadian GST not included.
- 2.) Shortest panel length 5'-0". Maximum panel length 50'-0"
- 3.) This quotation is valid for 30 calendar days from the date of the quotation, and for
 shipment within 30 days from the date of quotation. Metal Sales Manufacturing
 reserves the right to review and re-quote any price quotation until further notice.
- 4.) All General Conditions on Credit Application & General Terms & Conditions Apply To Order.

Additional Notes :

This is not a lump sum bid. Final cost may change based on customers final material list at time of ordering.

This estimate is based on our interpretations of the project plans and specification. Customer has sole responsibility to verify material suitability and compliance with project specifications prior to bidding.

All sales are final, no returns on panels, trims, or accessories. Prices do not include sales tax or tariffs.

Metal Sales recommends that all flat pan panels be ordered with sriartions to reduce the appearance of oil canning. Oil canning will not be considered a reason for rejection.

Exposure of metal roof and wall material to areas subject to corrosive, harmful or aggressive environments can cause premature rusting and failure of metal materials and therefore is not a cause for claim or rejection.



Name:		Date:	27-May-20
Company:		Quote No.	QQ205047dp
Phone No:		Page No:	1 of 1
Fax No.			

Project:	WRF Treatment Improv.-Walls
Location:	Post Falls, ID
Quoted By:	Doug Prussack

	Pump Sta	UV	A-TC1	MF1		Flats
Profile / Flats	T12	T12	T12	T12		4' x 10'
Coverage / Width	36.5"	36.5"	36.5"	36.5"		
Quantity (Square Feet)	220	950	850	3,600		
Material	galv	galv	galv	galv		galv
Gage / Thickness	24 Gauge	24 gauge	24 gauge	24 Gauge		24 ga
Exterior Finish	PVDF	PVDF	PVDF	PVDF		PVDF
Exterior Color	Standard color	Standard color	Std	Std		Std. Color
Interior Finish	std	std	std	std		std
Interior Color	o.w.	o.w.	o.w.	o.w.		o.w.
Std. Packaging / sf	included	included	included	included		
Price	\$2.49/sf	\$2.49/sf	\$2.49/sf	\$2.49/sf		\$43.14 ea
Flashing/Trims Allowance	\$1,750.00	\$2,260.00	\$1,750.00	\$5,500.00		
Accs/ Fastener Allowance	\$180.00	\$500.00	\$550.00	\$630.00		
Freight	\$50.00	\$135.00	\$130.00	\$525.00		\$35 Skid/50

Engineering Calcs	na
Customer is responsible for meeting all WTW requirements.	
Add for Buy America, ARRA, Department of Transportation surface act if required:	see roof
Submittal Package (Optional)	see roof

- 1.) U.S. Tax Not Included. Canadian GST not included.
- 2.) Shortest panel length 5'-0". Maximum panel length 50'-0"
- 3.) This quotation is valid for 30 calendar days from the date of the quotation, and for
 shipment within 30 days from the date of quotation. Metal Sales Manufacturing
 reserves the right to review and re-quote any price quotation until further notice.
- 4.) All General Conditions on Credit Application & General Terms & Conditions Apply To Order.

Additional Notes :

This is not a lump sum bid. Final cost may change based on customers final material list at time of ordering.

This estimate is based on our interpretations of the project plans and specification. Customer has sole responsibility to verify material suitability and compliance with project specifications prior to bidding.

All sales are final, no returns on panels, trims, or accessories. Prices do not include sales tax or tariffs.

Metal Sales recommends that all flat pan panels be ordered with sriartions to reduce the appearance of oil canning. Oil canning will not be considered a reason for rejection.

Exposure of metal roof and wall material to areas subject to corrosive, harmful or aggressive environments can cause premature rusting and failure of metal materials and therefore is not a cause for claim or rejection.



Name:		Date:	27-May-20
Company:		Quote No.	QQ205052dp
Phone No:		Page No:	1 of 1
Fax No.			

Project:	WRF Treatment Improv.-Soffit
Location:	Post Falls, ID
Quoted By:	Doug Prussack

	Pump Sta	UV	A-TC1			Flats
Profile / Flats	1" x 12"	1" x 12"	1" x 12"			4' x 10'
Coverage / Width	12"	12"	12"			
Quantity (Square Feet)	200	950	850			
Material	galv	galv	galv			galv
Gage / Thickness	24 Gauge	24 gauge	24 gauge			24 ga
Exterior Finish	PVDF	PVDF	PVDF			PVDF
Exterior Color	Standard color	Standard color	Std			Std. Color
Interior Finish	std	std	std			std
Interior Color	o.w.	o.w.	o.w.			o.w.
Std. Packaging / sf	included	included	included			
Price	\$2.08/sf	\$2.08/sf	\$2.08/sf			\$43.14 ea
Flashing/Trims Allowance	\$275.00	\$740.00	\$900.00			
Accs/ Fastener Allowance	\$50.00	\$110.00	\$140.00			
Freight	\$75.00	\$210.00	\$275.00			\$35 Skid/50

Engineering Calcs	na
Customer is responsible for meeting all WTW requirements.	
Add for Buy America, ARRA, Department of Transportation surface act if required:	see roof
Submittal Package (Optional)	see roof

- 1.) U.S. Tax Not Included. Canadian GST not included.
- 2.) Shortest panel length 5'-0". Maximum panel length 50'-0"
- 3.) This quotation is valid for 30 calendar days from the date of the quotation, and for
 shipment within 30 days from the date of quotation. Metal Sales Manufacturing
 reserves the right to review and re-quote any price quotation until further notice.
- 4.) All General Conditions on Credit Application & General Terms & Conditions Apply To Order.

Additional Notes :

This is not a lump sum bid. Final cost may change based on customers final material list at time of ordering.

This estimate is based on our interpretations of the project plans and specification. Customer has sole responsibility to verify material suitability and compliance with project specifications prior to bidding.

All sales are final, no returns on panels, trims, or accessories. Prices do not include sales tax or tariffs.

Metal Sales recommends that all flat pan panels be ordered with sriations to reduce the appearance of oil canning. Oil canning will not be considered a reason for rejection.

Exposure of metal roof and wall material to areas subject to corrosive, harmful or aggressive environments can cause premature rusting and failure of metal materials and therefore is not a cause for claim or rejection.



Date: December 9, 2020
To: Metal Sales Manufacturing Corporation Customers
Re: Steel Price Increase – Effective January 11, 2021

Dear Valued Customer,

Thank you for the opportunity to serve you and for your continued loyalty to Metal Sales.

Since July we have seen a steady and consistent increase in costs. Even with our most recent price change, we find it necessary to implement an additional increase on all orders placed on or after Monday, January 11, 2021. This increase will be approximately **6 - 8%**. The amount of increase will be dependent upon product type, gauge, substrate, finish, and larger project requirements.

We do expect continued volatility in the domestic steel markets over the next several months. Steel shortages are also a concern, specifically as it relates to Galvalume. Metal Sales has a strong supply chain across the U.S. and is well positioned to support your requirements.

As information becomes available, we are committed to keeping you informed. In the meantime, should you have any questions regarding this increase, please contact your branch CSR or Territory Sales Representative for additional details.

As always, we appreciate your ongoing business and support. May you and your business enjoy success moving forward.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Dowd', written in a cursive style.

Nick Dowd
President



Date: February 26, 2021
To: Metal Sales Manufacturing Corporation Customers
Re: Steel Price Increase – Effective March 29, 2021

Dear Valued Customer,

As you are aware, steel costs have increased continuously for the past several months. March pricing from the mills has firmed up and steel costs are increasing once again. In addition to steel, increases are coming from paint, galvanized coatings, fasteners, and freight. As a result, we will be increasing our prices up to **12% on panels, trims, and fasteners, and 12%-14% on purlins.**

This increase will be effective for all orders confirmed on or after Monday, March 29, 2021. Orders received through Friday, March 26, 2021 must ship by Friday, April 2, 2021 to receive pre-increase pricing. Metal Sales has the right to limit pre-purchase or bulk purchase order commitments because of the volatility and availability of coil.

We do expect continued price volatility and potential longer lead times due to material shortages through the first half of the year. Larger projects and custom order requirements will also require longer lead times and repricing.

As information becomes available, we are committed to keeping you informed. In the meantime, should you have any questions regarding this increase, please contact your branch CSR or Territory Sales Representative for additional details.

As always, we appreciate your ongoing business and support. May you and your business enjoy success moving forward.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Dowd', is written over a light blue horizontal line.

Nick Dowd
President

To opt out from receiving any future fax marketing messages from Metal Sales Manufacturing Corporation, please send an

545 South 3rd Street ■ Suite 200 ■ Louisville, KY 40202
P: 502.855.4300 ■ T: 800.406.7387 ■ F: 502.855.4200 ■ metalsales.us.com



April 21, 2021

RE: Steel Price Increases- Effective May 21, 2021

Dear Valued Customer,

Continued market volatility has led to increased prices from the mills along with higher transportation costs and surcharges. The latest information shows a prolonged rise through mid-year. As a result, we are announcing a price increase on panels, trims, fasteners, purlins, and accessories.

The price increase will be effective on May 21st and come in two steps as outlined below:

1. **Orders received on or after May 21st:** Up to 6% on panels, trims, fasteners, purlins, and accessories. Orders received prior to the increase must ship by May 28th. Additionally with rising lumber costs longer lengths and special packing requirements will increase significantly.
2. **Orders received on or after June 18th:** Up to an additional 6% on panels, trims, fasteners, purlins, and accessories. Orders received prior to the increase must ship by June 25th.

We expect supply constraints and shortages to remain which may result in extended lead times. Larger projects and custom order requirements will also require longer lead times and repricing in some cases.

We will be sending out new price pages in the very near future. As information becomes available, we are committed to keeping you informed. Please contact your Territory Sales Manager or our Customer Service Representatives in the Spokane Branch if you have any questions.

As always, we appreciate your ongoing business and support. May you and your business enjoy success moving forward.

Sincerely,

Michael Langenheim
General Manager

Metal Sales Manufacturing, Spokane, WA

NOV 2027

Spokane

800.572.6565
509.534.4427/Fax
800.433.7869/Fax
www.metalsales.us.com

YOUR CONVENTIONAL ROOFING ALTERNATIVE
MANUFACTURER OF STEEL PANELS AND COMPONENTS FOR THE BUILDING INDUSTRY



May 17, 2021

RE: Steel Price Increases- Effective June 18, 2021

Dear Valued Customer,

Continued market volatility has led to increased prices from the mills along with higher transportation costs and surcharges. The latest information shows a prolonged rise with no real end in sight due to demand outpacing supply. As a result, we are announcing a price increase on panels, trims, fasteners, purlins, and accessories.

The price increase will be effective on June 18, 2021 and supersedes the letter sent out on April 21st as outlined below:

1. **Orders received on or after June 18th:** Up to 10% on panels, trims, fasteners, purlins, and accessories. Orders received prior to the increase must ship by June 25th.

We expect supply constraints and shortages to remain which may result in extended lead times. Larger projects and custom order requirements will also require longer lead times and repricing in some cases.

We will be sending out new price pages in the very near future. As information becomes available, we are committed to keeping you informed. Please contact your Territory Sales Manager or our Customer Service Representatives in the Spokane Branch if you have any questions.

As always, we appreciate your ongoing business and support. May you and your business enjoy success moving forward.

Sincerely,

Michael Langenheim
General Manager

Metal Sales Manufacturing, Spokane, WA

P O BOX 3827
Spokane, Washington
509.536.6000
800.572.6565
509 536 4477/Fax
800.455.1000/Cell
www.metalsales.us.com

YOUR CONVENTIONAL ROOFING ALTERNATIVE
MANUFACTURER OF STEEL PANELS AND COMPONENTS FOR THE BUILDING INDUSTRY

Don Pillers

From: Todd Andersen <tandersen@metalsales.us.com>
Sent: Thursday, July 1, 2021 4:17 PM
To: Don Pillers
Cc: Kevin Wiedmer
Subject: RE: [External] [EXTERNAL]RE: Metal Sales Estimate-Water Reclamation Facility REVISED

RE: UPDATED PRICING – WATER RECLAMATION FACILITY POST FALLS, ID

Hello Don,

Here is the current pricing for the following panels. The expected finish date for the shop drawings is July 15th.

<u>PANEL</u>	<u>GA.</u>	<u>SQ/FT \$</u>
CLIP-LOC	22	\$3.67
T12	24	\$3.09
SOFFIT	24	\$2.89

*This pricing is valid for 15 calendar days from the date of quotation.

****New Office Hours: M-F 7-4 PST****

Todd Andersen - Estimator
Metal Sales Manufacturing Corporation
2727 E. Trent Ave.
Spokane, WA. 99202
P:1-509-828-4777
F:1-509-535-4809
tandersen@metalsales.us.com





July 12, 2022

Addressed To:
Michael Conn
J-U-B Engineers, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815

Re: Post Falls WRF Tertiary Treatment Improvements

Subject: Current Market Conditions – Miscellaneous Metals Materials

Michael:

The purpose of this letter is to inform you of escalation of a portion of the metals materials. As we have discussed previously, Sletten Construction has attempted to limit exposure to escalation on as many scopes as possible, but some costs have unfortunately been unavoidable.

Our metals supplier for this project worked diligently to procure as many of their materials as possible to avoid price escalation. Intermountain Industrial preprocured the joists, decking and all of the structural steel for the project in order to avoid uncovered costs to the project. There are some items that they do not fabricate in house and must rely upon other manufacturers to provide. These suppliers have provided notice to our supplier for grating as well as FRP products. The total escalation his suppliers are requesting is \$124,757. I have included this information with this letter for your review.

We would like to discuss this with you and the owner to attempt help our subcontractor mitigate some of the damaging costs incurred due to the volatility in the market.

If you have any questions or comments, feel free to contact me directly at 406-454-6405 or kblunn@sletteninc.com.

Sincerely,
Sletten Construction

A handwritten signature in blue ink, appearing to read "K Blunn", is positioned above the printed name.

Kyle Blunn

QUOTE

Company Intermountain Industrial Inc
Name Mike Cook
Address 1937 Middle Bear Creek Road

Date 6/23/2022
Quote No HK1 - 2959
Job Name Rev 3-Material Escalation Change Ord. #1

City/State/Zip Victor, MT 58975
Phone (406) 642-3294 **Fax** (406) 642-3747

Proposal By Heather Kohl

Ship Date
Freight Allowed To Post Falls ID
Ship Via Bestway

Base Scope			
Weight	0	Sq. Ft.	0
Treads	0		

item # 1

4/8/22 CHANGE ORDER _____ \$32,448.00/LOT

Chnge Order encompasses the following areas for raw material escalation:
Raw Material Escalation for Aluminum Bars & Anodizing:

Escalation for 339 SF 19AP-4 1 1/2" x 3/16" Alum Grating @ \$10.71/SF
Escalation for 530 SF 19AP-4 1 3/4" x 3/16" Alum Grating @ \$40.70/SF
**** This increase includes escalation for the Aluminum Bar, Anodization, Aluminum
Checkered Plate, & Cap Plates
Escalation for 44 SF 19AP-4 2 1/4" x 3/16 Alum Grating @ \$12.72/SF
Escalation for 153 SF 19W-4 1 1/2" x 3/16 Galv Grating @ \$3.33/SF

Freight Escalation (including freight for both the anodizing and to the jobsite) \$2000.

Change Order also includes the following:

Additional 56 SF of 19AP-4 1 1/2" x 3/16" Serrated Anodized Aluminum Grating @
\$55.71/SF
PE Stamp for the State of Idaho \$850.00

Original PO Cost \$83,346.09
Change Order HK1-2574 \$740.00
Invoice # 117146.1 (-\$7,734.00)
Invoice # 117146.2 (-\$21,930.78)

Current PO Balance \$54,421.31
Change Order HK1-2959 for Escalation \$32,448.00
Revise PO Total \$86,869.31

Weight, Item SubTotal: 0

Total Charges	\$32,448.00
----------------------	--------------------

Thank you for the opportunity to quote - we look forward to being a valued supplier to your organization. If you have any questions regarding this quotation, please do not hesitate to call. To begin the process, please sign and date this quotation below and send it to sales@barnettbates.com or email your customer service contact directly.

Accepted By: _____ Date: _____ PO#: _____



Friday, March 25, 2022

Dear Valued Customer,

You are receiving this letter because you have an open order with Fibergrate Composite Structures that was placed more than 6 months ago. Very similar to all other businesses, we are experiencing rising costs that cannot be absorbed. These are unprecedented times that call for unprecedented actions. At the time of your formal release for production and fabrication of material, you will receive a change order for the escalated costs associated with your order. We will continue to work diligently to minimize the impact of escalating costs. We appreciate your understanding as we work through these challenging times together.

Thanks for your business!

A handwritten signature in black ink, appearing to read "Brad Gornik".

Brad Gornik

Vice President of Sales – USA & Canada

Fibergrate Composite Structures, Inc.



Change Order Form

Project:	Water Reclamation Facility Tertiary Treatment Improvements		
City:	Post Falls	State:	ID
Work Order No.:	72*3373	PO No.:	382-001

Contact:	Justin Willis	Email:	jwillis@fibergrate.com
Phone:	(254)977-1371	Fax:	(254)977-1318

Attention:	Mike Cook	Phone:	406-642-3294
Company:	Intermountain Industrial	Email:	mike@intindustrial.com

Action Requested:	Approval	Other:	
Probable Effect:	Increase Price:	Value:	\$ 92,309.00

Reference:

See Below.
Spec. Section:
Addenda:

Description of Change: This change order is for escalation charges on quoted materials for the above referenced project. This change order does not include tax. Please sign and return to Fibergrate at your earliest convenience.

Original Contract Amount: \$136,805.00
Change Order #1 Adder: \$ 221.00
Change Order Escalation: \$ 92,309.00
Revised Contract Amount: \$229,335.00

Other Comments:

Steel costs (hardware/bent clips) have seen an increase of roughly 130%
FRP raw materials have seen an increase of roughly 49%

Approved By

Company

Date



February 15, 2021

Addressed To:
Michael Conn
J-U-B Engineers, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815

Re: Post Falls WRF Tertiary Treatment Improvements

Subject: Current Market Conditions – Spokane Hardware

Mike:

The purpose of this letter is to inform you of escalation of the scope of supply for multiple scopes of work on this project.

The first scope of supply is for Spokane Hardware. This increase is due to the availability of the raw materials in order to build the door frames. This has also effectively made the lead time for delivery of these frames move from four weeks to almost four months. Spokane hardware is requesting an additional \$14,895.63 with an original contract value of \$65,422.00. Please see attached Spokane Hardware Supply change order quote at the back of this letter.

The second scope is for TRM Services on the HVAC equipment portion of their scope. In order to get multiple pieces of equipment released for fabrication for the benefit of the project Sletten was presented with a change order for \$38,257.00. TRM Services contract for HVAC was originally \$792,000.00. Please see attached email and change summary included in this letter.

The third scope we have included in this letter is for an increase to the cost of glass and glazing. In order to avoid the possibility of further increases this material was released for fabrication based upon the contract drawings. Modern Glass is requesting an additional \$2,355.00. Their original contract value is \$48,050.00. Please see attached email and summary in this letter.

In addition to the scopes discussed in this letter and the ones included in previous letters, Sletten is currently working through ongoing escalation on process piping materials, plumbing materials, structural supports, and forming materials. We are working to summarize the complete scope of the escalation on these items and will provide further information when we have it.

We would like to discuss these items with you and the owner to mitigate the existing as well as possible future damaging costs and delays to the project.

If you have any questions or comments, feel free to contact me directly at 406-454-6405 or kblunn@sletteninc.com.

Sincerely,
Sletten Construction

A handwritten signature in blue ink, appearing to read 'K Blunn', with a horizontal line extending to the right.

Kyle Blunn

Attachments: 20211101 Spokane Hardware Increase; 20210609 TRM Services HVAC Equipment Escalation; 20211021 Modern Glass Increase Notice.

CC: Andrew Arbini; Paul Robinson

Change Order

To: Sletten Construction DATE: 11 - 1 - 2021
JOB NAME WRF Tertiary Treatment
JOB LOCATION: Post Falls ID

ANTICIPATED COMPLETION DATE _____

After receipt of approved shop drawings and with finish hardware, keying information and templates if applicable.

Subject to provisions hereof, we propose to furnish _____

F.O.B. our warehouse, full freight allowed to the Spokane

In accordance with architectural plans and specifications section (see below) addenda noted _____

BASIC BID: \$14,895.63 081113 HOLLOW METAL: \$ 14,895.63

45% IN SURCHARGES HAVE BEEN ADDED 087111 HARDWARE: \$ _____
FOR ALL STEEL PRODUCTS – DOORS AND

FRAMES 081416 WOOD DOORS: \$ _____

EXCLUDE: PAINT, FINISH, INSTALLATION, GLASS AND GLAZING, ALUMINUM STOREFRONTS

This is a proposal only. We will not proceed until directed to do so.

Quotation firm for 30 days.

1. Accounts past due shall bear interest at the rate of 1½ % per month unless otherwise agreed.
2. Terms of payment: Net 30 Days – No retainage allowed. Sales tax not included.
3. Only the plans, the section of the specification and addenda per architectural drawing specifically set forth above and included in are applicable to this order.
4. Reasonable doubt of the purchaser's financial responsibility shall entitle us to stop or decline shipment or stop materials in transit without liability until the purchaser shall have paid for the material or satisfied us of his financial responsibility.
5. No Liability shall result from delays in performance or nonperformance directly or indirectly caused by fire, explosion, accidents, flood, labor trouble or shortages, war act of/for authorized by any power, transportation or an act of God arising from contingencies happening or caused beyond our contract of the party affected. Quantities so affected by any such circumstances may be eliminated without liability.
6. All anticipated delivery dates are based on manufacturers current shipping schedules and are subject to availability and revised shipping scheduled by the manufacturer.
7. No field measuring is included in this quotation.
8. Changes on material quoted will NOT be put into production until written approval is received.
9. No back charges will be accepted without approval.
10. The terms and conditions of this quotation must be stated in any contractor purchase order issued for this material.

BUYER

Accepted by: _____

Date: _____

SELLER: CRAIG SILVER

By: Craig Silver

Date: 11 - 1 - 2021

October 24, 2021

To: Our Valued Distributor Partners:

Subject: **ASSA ABLOY Service Centers:** Surcharge and Buy Program Adjustments

The Construction Industry continues to see sharp increases on steel. While we hoped steel costs would have reached their peak and stabilized by now, it has not happened and forecasts are for continued upward momentum and we are still seeing weekly increases.

Due to this extreme volatility in the market, we now find it necessary to implement a fourth surcharge, in addition to the one implemented September 20, 2021. To reiterate:

- May 10, 2021 a surcharge of 10% was applied to all buying program orders received at Ceco, Curries and all ASSA ABLOY Service Centers, including BSC, Envoy and 507 Series products.
- July 12, 2021, an additional surcharge of 15% (25% total) was applied to all buying program orders received at Ceco, Curries and all ASSA ABLOY Service Centers including BSC, Envoy and 507 Series products.
- September 20, 2021, an additional surcharge of 20% was applied to all buying program orders received at Ceco, Curries and All ASSA ABLOY Service Centers including BSC Envoy and 507 Series products.
- **Effective November 24th the following additional actions will also go into effect from the ASSA ABLOY Service Centers:**
 - All buying program orders received on or after Wednesday November 24th, will receive an additional 10% surcharge, (55% total) applied to all Ceco, Curries and ASSA ABLOY Service Center orders including BSC, Envoy and 507 series products.
 - AASC buy program discounts on wood doors and wood door preps will decrease to yield approximate 15% net increase. (Currently no surcharge is applied to wood door products)
 - ***AASC buy program discounts for welding will increase to offset some of the recent surcharges applied to labor. The revised weld discounts will only apply to any new orders received on or after November 1, 2021.***
- At this time, project quotes will be honored without surcharges, with application of the expiration date and escalators as detailed on the quote.

Although there has been a softening of certain commodities i.e., dimensional lumber and plywood, steel has continued to rise. Due to all the uncertainty in the steel market, we strongly advise you use caution when quoting projects and indicate on quotes that they are valid for 90 days.

We will continue to monitor the market conditions and will take the appropriate pricing action as required.

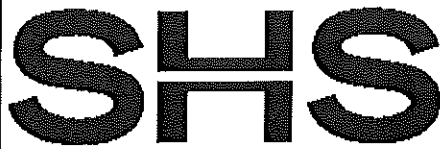
Thank you for your support and partnership as we work through these extremely challenging and unprecedented times.

Sincerely,

Joe Poborsky
Business Development Manager
ASSA ABLOY Service Centers

ASSA ABLOY Opening Solutions
9159 Telecom Drive
Milan, TN 38358
USA

Mobile +1 630.247.0848
joe.poborsky@assaabloy.com
www.assaabloyservicecenters.us



SPOKANE HARDWARE SUPPLY, INC

ACKNOWLEDGEMENT

2001 E Trent Ave - Spokane WA 99202-2947
509-535-1663 - 800-888-1663
Fax: 509-535-2823 - www.spokane-hardware.com

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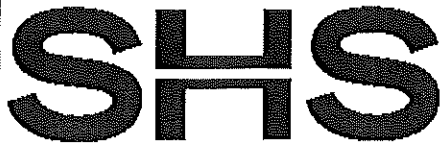
Ship-to: 01
Sletten Construction
841 GRIFFIN ST
Post Falls ID 83854

Bill-to: 9536
Sletten Construction
Po Box 2467
Great Falls MT 59403-2467

Ordered	Requested	Salesperson	Terms	Wh	Freight	Ship Via
10/29/2021	ASAP	CS-Craig Silver	NET 30	01	COLLECT	WC

Reference #: POST FALLS WRF

Item	Description	Ordered	UM
Ordered By	KYLE FARMER FRAMES:		
SU14G90 6074 814	UB2-102 CECO LOC. RFB A23 2" Face	1	EA
SU14G90 3270 634	UB2-101 CECO 4"H H1 TB BSJ	1	EA
SU14G90 3074 534	TB1 - 100A CECO 4"H H1 TB A17	1	EA
SU14G90 3074 534	TC1-100C CECO 4"H TB H1 A17	1	EA
SU14G90 3074 534	TC1-100D CECO 4"H H1 TB A17	1	EA
SU14G90 3074 634	MF1-100A CECO H1 TB A17 4"H	1	EA
SU14G90 3074 634 SL	MF1-100B CECO H1 TB SIDELIGHT 2" Face	1	EA
SU14G90 3074 534	MF1-100C CECO H1 TB A23 2" Face	1	EA
	OVERHEAD CONC. CLOSER		
SU14G90 6074 534	MF1-103A CECO H1 TB A17	1	EA
SU14G90 3074 534	MF1-103B CECO 4"H H1 TB	1	EA
SU14G90 3074 534	MF1-104B H1 TB KD 4"H	1	EA
	CECO LOC.		
SU14G90 3074 534	MF1-104C H1 TB KD 4"H	1	EA
	CECO LOC.		
SU14G90 3074 534	MF1-105B H1 TB KD 4"H	1	EA
SU14G90 3074 534	MF1-105C H1 4"H TB	1	EA
SU14G90 3074 534	MF1-105E H1 4"H TB KD	1	EA
	CECO LOC.		
SU14G90 3074 534	MF1-106B H1 TB 4"H	1	EA
	CECO LOC.		
SU14G90 3074 534	MF1-106C H1 4"H CONC STOP	1	EA
	CECO LOC		
SU14G90 6074 534	MF1-106D 3HR TB CONC STOP	1	EA
	CECO LOC.		
SU14G90 3068 534	MF1-106E H1 4"H TB KD	1	EA
	CECO LOC.		
SU14G90 3074 534	UV-100A TB KD H1 4"H	1	EA
	CECO LOC.		
SU14G90 3074 534	UV-101B H1 TB KD	1	EA
	CECO LOC.		



**SPOKANE
HARDWARE
SUPPLY, INC**

ACKNOWLEDGEMENT

2001 E Trent Ave - Spokane WA 99202-2947
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Number	m01477
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Ship-to: 01
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Bill-to: 9536
Sletten Construction
Po Box 2467
Great Falls MT 59403-2467

Ordered	Requested	Salesperson	Terms	Wh	Freight	Ship Via
10/29/2021	ASAP	CS-Craig Silver	NET 30	01	COLLECT	WC

Reference #: POST FALLS WRF

Item	Description	Ordered	UM
SU14G90 3074 534	UV-101C H1 TB 4"H CECO LOC.	1	EA
SU14G90 6074 534	UV-102A CONC. STOP RFB TB CECO LOC.	1	EA
SU14G90 3074 534	UV-102B H1 4:H TB KD CECO LOC	1	EA
SU14G90 3074 534	UV-102C H1 4"H TB KD CECO LOC.	1	EA
SU14G90 3074 534	UV-102D H1 TB KD 4"H	1	EA

THANK YOU FOR YOUR BUSINESS

Kyle Blunn

From: Brad Ray <BRay@trmservs.com>
Sent: Wednesday, June 9, 2021 3:30 PM
To: Kyle Blunn
Cc: Craig Kelly
Subject: Post Falls WRF Tertiary inflation
Attachments: WRF Equipment-Material increase.xlsx

Kyle,
TRM along with all contracting companies have faced hardship with the cost of equipment and material rising in a rapid rate. None of us have ever face the increases we are facing now. This project was bid over a year ago therefore I have attached a breakdown of cost for equipment and duct work showing the cost to TRM in May of 2020 (bid date) and the cost to TRM in June 2021 (current cost). There is no mark up to these costs. I can provide data to back up the direct increase.

I have not increased the cost in our misc. materials (copper pipe, hangers, Unistrut, fasteners, ect.). I am only asking the owner to cover the additional cost in equipment and duct work.

TRM will need a change order for \$38,257. This price is only good until June 25th due to another cost increase from equipment manufacturers.

Thanks

Brad Ray
4108 N. Industrial Park 4th St.
Spokane Valley Wa. 99216
O: 509-340-2448
C: 509-991-0832
Fx: 509-279-0274
www.trmservs.com



Equipment Type	Original cost	Current cost	Delta	
Split Systems	\$33,042.00	\$33,707.00	\$665.00	Airefco CO#1
UV-F-901				
UV-CC-901				
UV-F-902				
UV-CC-902				
Roof Top HVAC				
MF1-RTU-901				
MF1-RTU-902				
Elec Heaters	\$7,080.00	\$7,080.00	\$0.00	
HW-EH-901				
HW-EH-902				
MF1-EH-901				
SL-EH-901				
UW-EH-901				
MAU	\$232,813.00	\$255,013.00	\$22,200.00	Dorse CO#2
MF1-HV-901				
MF1-HV-902				
MF1-HV-903				
MF1-HV-904				
TC1-HV-901				
TC1-HV-902				
UW-HV-901				
Supply Fans				
MF1-SF-901				
MF1-SF-902				
MF1-SF-903				
MF1-SF-904				
UV-SF-901				
Exhaust Fans				
TC1-EF-901				
TC1-EF-902				
MF1-EF-901				
MF1-EF-902				
MF1-EF-903				
MF1-EF-904				
MF1-EF-905				
MF1-EF-906				
MF1-EF-907				
MF1-EF-908				
MF1-EF-909				
UV-EF-901				
UW-EF-901				
Louvers				
Destrat Fan				
TC1-DF-901				

TC1-DF-902				
TC1-DF-903				
TC1-DF-904				
TC1-DF-905				
TC1-DF-906				
MF1-DF-901				
MF1-DF-902				
MF1-DF-903				
Unit Heaters				
UV-UH-901	\$4,999.00	\$5,399.00	\$400.00	Dorse CO#3
UV-UH-902				
GRD's	\$18,087.00	\$19,387.00	\$1,300.00	Dorse CO#4
Aluminum Duct	\$73,326.00	\$78,329.00	\$5,003.00	Accuduct CO#5
Galv Duct	\$10,752.00	\$19,059.00	\$8,307.00	TRM CO#6
Packaged Wall HVAC	\$9,700.00	\$10,082.00	\$382.00	Geary CO#7
UB2-AC-901				
TOTAL	\$389,799.00	\$428,056.00	\$38,257.00	

C0#1



turn to the experts™



AIREFCO, Inc.
 18755 SW Teton Ave.
 Tualatin, OR 97062
 (Phone) 503-692-3210
 (Toll Free) 800-869-1349
 (Fax) 503-691-6412
www.airefco.com

EQUIPMENT QUOTATION

Attention: ALL BIDDERS
 Account: *****
 Customer: ***ALL BIDDERS***
 Address:

Date: 05/28/2020
 Quote Number: DU0520-34
 Job Name: WRF Tertiary Post Falls
 Job Location: Post Falls, ID

We at Airefco, Inc. are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty	Model Number	Description
MF1-RTU-901	1	48GCDM04A1M6-6U6D0	High Eff Low Gas Heat Single Pkg Rooftop 3 Tons Cooling 460-3-60 ♦ Low Heat ♦ Two Stage Cooling Models ♦ Direct Drive - EcoBlue - Standard Static ♦ Al/Cu - Al/Cu - Louvered Hail Guards ♦ Electromechanical Controls w/W7220 Econo Controller ♦ Temp Ultra Low Leak Economizer w/Baro Relief ♦ MERV-8 High Efficient Filters ♦ Thru-The-Base Connections (TTB)
MF1-RTU-901	1	PCD-SRT12CA-D-4LH	Modulating Power Exhaust
MF1-RTU-901	1	CRBWPSRT12GA-1471-000-100A	14" 1/12 Pitch Insulated Curb
MF1-RTU-901	1	33CS2PP2S-03	Thermostat
MF1-RTU-901	1	0406-0102	Hold Down Brackets for 0537 Curb
MF1-RTU-902	1	48HCDD11A2M6-6U0K0	High Eff Low Gas Heat Single Pkg Rooftop 10 Tons Cooling 460-3-60 ♦ Low Heat ♦ Two stage cooling models ♦ Medium Static Option - Belt Drive ♦ Al/Cu - Al/Cu - Louvered Hail Guards ♦ Electromechanical Controls w/W7220 Econo Controller ♦ Temp Ultra Low Leak Economizer w/Baro Relief ♦ 2 Speed Fan Controller (VFD) and Thru-The Base Connections
MF1-RTU-902	1	PCD-SRT34CA-D-4L2	Modulating Power Exhaust
MF1-RTU-902	1	CRBWPSRT34GA-1411-000-100	14" 1/12 Pitch Insulated Curb
MF1-RTU-902	1	33CS2PP2S-03	Thermostat
UV-F/CU-901/902	2	24ANB760AB03	Infinity Series Two-Stage Air Conditioner w/ Puron 5 Tons Cooling
UV-F/CU-901/902	2	59TP6B080V21--20	59TP6 Performance +96 Two-Stage Condensing Gas Furnace
UV-F/CU-901/902	2	CNPHP6124ALA	Cased Horizontal N-Coil Evaporator Coil with Puron
UV-F/CU-901/902	2	DEC-GP21XCA-D2DH	21x21 Econ Dampers
UV-F/CU-901/902	2	33CS2PP2S-03	Thermostat
UV-F/CU-901/902	2	RH-GPR2XCA-MH	Relief Damper
UV-F/CU-901/902	2	KGAVT0701CVT	Concentric Vent Kit (ULCS636) for Furnace

Template
1.71

Version:

This quote is subject to attached terms and conditions

Page 1 of 4

LPS Revised: 4/1/2010

Total Net Sell Price excluding sales tax: \$33,042

QUOTATION NOTES:

1. NOT INCLUDED: Seismic calculations or restraints; extended warranty and/or labor (unless noted); extra filters; manual outside air dampers, disconnects, line sets, refrigeration specialties, external vibration isolation, smoke detectors, thermostats, start-up, owner training, external wiring, name plates, conduit, rigging, storage or any other item or controls not listed in this quote. All accessories are field installed unless otherwise noted.
2. Please verify voltages before placing your order.
3. **Exceptions: RTU and power exhausts are not single point power; Seperate disconnect for power exhausts are not included; CUs have a 15 SEER; Custom filter rack not included; Line sets not included;**
4. **Note: Economizer damper sizes and controls will have to be confirmed prior to ordering**

Freight Terms: FOB shipping point / FFA truck jobsite

SPECIAL NOTES:

1. **Above price is firm and will remain in effect for 30 days.**
2. No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
3. Compliance to local codes neither guaranteed nor implied.
4. All sales subject to submittal approval and all orders subject to credit acceptance.
5. Please refer to this quote by job and quote number when making inquiries and placing orders.
6. Please attach a copy of this quote to your PO when placing order.
7. Airefco, Inc. does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.
8. Any work or material furnished at Airefco, Inc.'s expense, must have written authorization and approval from Airefco, Inc. prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

Regards,

Damon Unland

5095361811 - Phone
dunland@airefco.com - E-Mail

*** Product Data may be found at the Carrier Website www.commercial.carrier.com ***



AIREFCO, INC.
2600 E Ferry Ave
Spokane, WA 99202
(P) (509) 536-1811

Proposal

CO#1

Project Name: WRF Post Falls

Bid Date: 06/08/2021

Location: Post Falls, ID

Expiration Date: 07/27/2020

Attention:

Proposal Number: 0721DUNL0898

We at Airefco, Inc. are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty	Model Number	Description
MF1-RTU-901	1	48GCDM04A1A6-6U6D0	WeatherMaster Gas/Electric Rooftop The following items are included: - Refrigerant Options: Two-Stage Cooling single circu - Voltage: 460/3/60 - Unit Size: 3 Tons (04) - Heat Size: Low Gas heat - Packaging Options: Standard - Indoor Fan Options: Dir Drive-EcoBlue - Std Static - Electrical Options: Through the basepan electrical - Intake / Exhaust Options: LL Temp Econo w/ Baro relief - Coil Options: Al/Cu - Al/Cu - Base Unit Controls: Electro-Mechanical Ctl W7220 - Service Options: MERV 8 Hi-Eff Filter track
MF1-RTU-901	1	PCD-SRT12CA-D-4LH	Modulating Power Exhaust
MF1-RTU-901	1	CRBWPSRT12GA-1471-000-100A	1/12 pitched curbs
MF1-RTU-901	1	33CS2PP2S-03	Edge Pro two-stage programmable thermostat
MF1-RTU-902	1	48HCDD11A2M6-6U0K0	Gas Heat Packaged Rooftop Unit The following items are included: - Voltage: 460/3/60 - Refrigeration Systems Options: Two-Stage Cooling Models - Unit Size: 9.7 Tons 10 Tons - 12 EER - Packaging Options: Standard Carrier Package - Heat Options: Low Gas Heat - Electrical Options: 2 Speed Indoor Fan (VFD) Controller and Thru-the-Base Connections - Air Intake - Exhaust Options: Ultra Low Leak Temperature Economizer with Barometric Relief - Coil Options: Al/Cu Condenser Coil, Al/Cu Evaporator Coil with Louvered Hail Guard - Indoor Fan Options: Indoor Fan Medium Static Option - Belt Drive - Base Unit Controls: Electromechanical Controls with 2-speed Fan and W7220 Economizer Controller Controls. Can be used with W7220 EconoMi\$er X, (with Fault Detection and Diagnostic)
MF1-RTU-902	1	PCD-SRT34CA-D-4L2	Modulating Power Exhaust
MF1-RTU-902	1	CRBWPSRT34GA-1411- 000-100	1/12 pitched curbs
MF1-RTU-902	1	33CS2PP2S-03	Edge Pro two-stage programmable thermostat
UV-F/CU-901-902	2	24ANB760AB03	Infinity 17 2-stage AC
UV-F/CU-901-902	2	59TP6B080V21--20	96% 2-Spd 80k Furnace with PWM Motor
UV-F/CU-901-902	2	CNPHP6124ALA	CASED HOR N-ALUM
UV-F/CU-901-902	2	ECON DAMPERS OA RA EA	Econ Dampers
UV-F/CU-901-902	2	33CS2PP2S-03	Edge Pro two-stage programmable thermostat
UV-F/CU-901-902	2	KGAVT0701CVT	CONCENTRIC VENT KIT (ULCS636)
	2	HOLD DOWN CLIPS	Hold Down Clips

Pricing

Total Price for items as listed above (excluding taxes)\$33,707.00

Please note the following clarifications in this proposal:

- QUOTATION NOTES:
- NOT INCLUDED: Seismic calculations or restraints; extended warranty and/or labor (unless noted); extra filters; manual outside air dampers, disconnects, line sets, refrigeration specialties, external vibration isolation, smoke detectors, thermostats, external wiring, name plates, conduit, rigging, storage or any other item or controls not listed in this quote. All accessories are field installed unless otherwise noted.
- Please verify voltages before placing your order.
- **Exceptions: RTU and power exhausts are not single point power; Seperate disconnect for power exhausts are not included; CUs have a 15 SEER; Custom filter rack not included; Line sets not included;**
- SPECIAL NOTES:
- 1. Above price is firm and will remain in effect for 30 days.
- 2. No taxes, permits, start-up, and or service are included in above proposal unless otherwise noted.
- 3. Compliance to local codes neither guaranteed nor implied.
- 4. All sales subject to submittal approval and all orders subject to credit acceptance.
- 5. Please refer to this quote by job and quote number when making inquiries and placing orders.
- 6. Please attach a copy of this quote to your PO when placing order.
- 7. Airefco, Inc. does not accept and will not be held liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing.
- 8. Any work or material furnished at Airefco, Inc.'s expense, must have written authorization and approval from Airefco, Inc. prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.

We appreciate your consideration of this quotation and would like to thank you for your interest in Carrier products and services. Should you have any questions concerning the above quotation, please feel free to contact me personally.

Damon Unland
AIREFCO, INC.
dunland@airefco.com



5000 1st Avenue South
Seattle, WA 98134
(ph)206-284-2610

QUOTATION

CO#2,3,4

Quote To:
Sheet Metal Bidders

Quote Number: 00014051

Quote Name: WRF Tertiary Treatment
Improvements - Post Falls

Bid Date: 5/28/2020

Addendum: 8

TAGGING	QTY	PRODUCT	DESCRIPTION	SELL PRICE
MF1-HV-901,902,903,904 TC1-HV-901,902 UW-HV-901	7	IG	Greenheck IGX w/ double wall construction, galvanized finish, hinged access door, spring isolated fan, 409 SS heater exchanger and pan with 10 year warranty, modulating gas heat, microprocessor control with display and room thermostat, low leakage motorized dampers, control center, airflow proving contact, weather hood, dirty filter switch, filters, 2-sets of spare filters and start-up.	
MF1-SF-901,902,903,904	4	RSF	Greenheck RSF w/ accessories as scheduled: Roof curb, VFD rated motor, Permatector finish and low leakage motorized damper.	
UV-SF-901	1	S2	Greenheck SS2 w/ VGD drive, multi speed control, low leakage damper, wall housing and OSHA guard.	
Multiple	9	CUBE	Greenheck CUBE w/ accessories as scheduled: Low leakage damper, VFD rated motor, Varigreen drive, integral potentiometer dial, curb, bird screen and wall bracket.	
MF1-EF-907,908 UW-EF-901	3	CUE	Greenheck CUE w/ low leakage motorized damper, VG motor, mounted pressure sensor and curb.	
MF-1-EF-909	1	SP	Greenheck SP w/ speed controller and backdraft damper.	
UW-EF-901	1	AER	Greenheck AER w/ VG EC motor, 2-speed control, wall housing, OSHA guard and low leakage motorized damper.	
Multiple	9	LOUVERS	Greenheck Louvers w/ bird screen, damper and factory finish.	
Multiple	9	Airius Destrat Fan	Airius Destrat Fan w/ EC motor, nozzle and potentiometer kit.	
		Total for above	Exclusions:	\$232,813.00
GRD's	86	GRD	Titus Grilles, Registers and Diffuser w/ obd's, air scoops, white and clear anodized finish. NOTE: Tag 1 in schedule calls for an aluminum grille, but the model number reflects a steel grille. The other grilles in this area are aluminum, so I am quoting aluminum grilles w/ obd's for these.	CO#2
		Total for above	Exclusions: Diffuser/grille cans, square-to-rounds or special finishes other than noted above.	\$18,087.00
UV-UH-901,902	2	MODINE	Modine PTP w/ suspension kit, thermostat and weather cap.	CO#3
		Total for above	Exclusions: B vent and all venting material.	\$4,999.00

CO#4

Respectfully Submitted,

Brian Bland / Dave Sather
Estimators



5000 1st Avenue South
Seattle, WA 98134
(ph)206-284-2610

QUOTATION

DORSE & COMPANY TERMS AND CONDITIONS

Dorse & Company would like to take this opportunity to thank you, our valued customer, for your continued support and business. minimize confusion and problems, we would like to clarify our credit terms, and express our willingness and desire to do everything we can to help everyone, most importantly our valued customers, get paid in a timely manner.

All quotations are valid for (30) days from bid date noted on proposal

Written Purchase Orders and Change Orders are required for all orders placed with Dorse & Company. Verbal orders are not accepted. Quotations do not include sales tax unless specifically noted otherwise.

Terms of payment are Net 30 days. Date of Invoice is based on the date of *shipment*. As an equipment supplier, we must pay our vendors within 30 days after *shipment*. Dorse & Company is not subject to, nor does it agree to "Pay When Paid", "Pay if Paid", or any other terms included in typical Subcontract or material purchase agreements entered into by or with our customers.

In accordance with protection afforded under the Washington Lien Law RCW 60.0.021, we require protection (Notice of Commencement or Payment Bond) on all purchases exceeding \$3,000.00. Dorse & Company will not allow its lien or bond rights to expire.

New customers or customers without open account terms are welcome to purchase with a check or credit card (Visa, MasterCard, Discover, AMEX). Non-stock(special order) items require a 50% deposit to place the order with the balance due required prior to materials shipping from factory.

If a credit card is utilized to pay down a customer's open account balance, a 3% processing fee shall be applied to the transaction. A "credit card authorization form" must be completed and returned to Dorse & Company.

Washington sales tax will be added to each sale unless a sales tax exemption license or valid tax exemption certificate is on file with us.

For stock or inventory, prices are FOB our warehouse. All freight charges will be billed freight collect or added to the invoice. For project materials shipped direct from manufacturer, prices are FOB Manufacturer, Full Freight Allowed. Dorse & Company will not be liable for any costs associated with project delays related to third party carriers.

Any claims for damage, shortage, incorrect materials or loss in transit must be filed by the Buyer directly against the carrier with a copy to the seller within seven (7) days of delivery. (Dorse & Company will be happy to assist in establishing claims for damages and/or losses in transit).

Dorse & Company extends to buyer as its sole warranty the manufacturer's standard warranty, a copy of which is available on request. No other warranties are provided.

Title to all materials and/or equipment and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full.

Backcharges will not be accepted unless agreed upon in advance in writing. In the case of an error, Dorse & Company reserves the right to correct the identified deficiency with its own personnel or personnel from the factory.

Return Policy: All warehouse returns are subject to a re-stocking charge. All returns must be in original packaging and in saleable condition. Returned merchandise must include a copy of the original sales order / Invoice. All "Boneyard" sales are final and non-returnable. Materials ordered direct from the manufacturer are made to order, and as such, are non-returnable. No credits will be issued after 30 days of purchase.



5000 1st Avenue South
Seattle, WA 98134
(ph)206-284-2610

QUOTATION

CO# 2, 3, 4

Quote To:
Sheet Metal Bidders

Quote Number: 00014051
Quote Name: WRF Tertiary Treatment Improvements - Post Falls
Bid Date: 6/8/2021
Addendum:

Due to unprecedented raw material pricing increases, our equipment pricing is changing weekly. Dorse & Company reserves the right to revise pricing on any materials/equipment not released for fabrication within 90 day of this quotation.

TAGGING	QTY	PRODUCT	DESCRIPTION	SELL PRICE
MF1-HV-901,902,903,904 TC1-HV-901,902 UW-HV-901	7	IG	Greenheck IGX w/ double wall construction, galvanized finish, hinged access door, spring isolated fan, 409 SS heater exchanger and pan with 10 year warranty, modulating gas heat, microprocessor control with display and room thermostat, low leakage motorized dampers, control center, airflow proving contact, weather hood, dirty filter switch, filters, 2-sets of spare filters and start-up.	
MF1-SF-901,902,903,904	4	RSF	Greenheck RSF w/ accessories as scheduled: Roof curb, VFD rated motor, Permator finish and low leakage motorized damper.	
UV-SF-901	1	S2	Greenheck SS2 w/ VGD drive, multi speed control, low leakage damper, wall housing and OSHA guard.	
Multiple	4	CUBE	Greenheck CUBE w/ accessories as scheduled: Low leakage damper, VFD rated motor, Varigreen drive, integral potentiometer dial, curb, bird screen and wall bracket.	
MF1-EF-907,908 UW-EF-901	7	CUE	Greenheck CUE w/ low leakage motorized damper, VG motor, mounted pressure sensor and curb.	
MF-1-EF-909	1	SP	Greenheck SP w/ speed controller and backdraft damper.	
UW-EF-901	1	AER	Greenheck AER w/ VG EC motor, 2-speed control, wall housing, OSHA guard and low leakage motorized damper.	
Multiple	9	LOUVERS	Greenheck Louvers w/ bird screen, damper and factory finish.	
Multiple	9	Airius Destrat Fan	Airius Destrat Fan w/ EC motor, nozzle and potentiometer kit.	
		Total for above	Exclusions:	\$255,013.00
GRD's	86	GRD	Titus Grilles, Registers and Diffuser w/ obd's, air scoops, white and clear anodized finish. NOTE: Tag 1 in schedule calls for aluminum grille, but the model number reflects a steel grille. The other grilles in this area are aluminum, so I am quoting aluminum grilles w/ obd's for these. Verify competition is doing the same.	
		Total for above	Exclusions: Diffuser/grille cans, square-to-rounds or special finishes other than noted above.	\$19,387.00
UV-UH-901,902	2	MODINE	Modine PTP w/ suspension kit, thermostat and weather cap.	
		Total for above	Exclusions: B vent and all venting material.	\$5,399.00



5000 1st Avenue South
Seattle, WA 98134
(ph)206-284-2610

QUOTATION

Respectfully Submitted,

Brian Bland

Estimator

CO#5

From: Dean Lapatra <dlapatra@accuduct.com>

Sent: Monday, June 7, 2021 2:27 PM

To: Brad Ray <BRay@trmservs.com>

Cc: Kimberly Lang <klang@accuduct.com>; Kirk Mansanarez <kmansanarez@accuduct.com>; Kris Carson <kcarson@accuduct.com>

Subject: RE: WRF treatment plant Post falls ID

Brad – following up with your revised quote(s). 1st 2nd quote is related to Sept 2020 Aluminum quote only , as now relative to current June 2021 material costs increases. Please review and please keep me posted and when you need to release.

Outlined revised quote given on 9/18/20 pm for only Aluminum Ductwork (excluded all 304SS)

QT# 119653-1 = \$ 73,326.00 Delivered to Spokane WA

2"wg Ductwork

Aluminum Rectangle Duct:

Rectangle straights & fittings – Assembled

JM 1" linacoustic liner (where noted) , glued and stainless stick pins

Aluminum Round:

Spiral pipe 10' lengths w/ AF's installed / silicone sealed

304SS QuickDraw Bands

End cap plates (for AF's to attached in field)

Excluded:

Bagged ends

Material escalation costs

Current quote 6/7/2021 for Aluminum Ductwork (excluded all 304SS)

QT# 121897 = \$ 78,329.00 Delivered to Spokane WA

2"wg Ductwork

Aluminum Rectangle Duct:

Rectangle straights & fittings – Assembled

JM 1" linacoustic liner (where noted) , glued and stainless stick pins

Aluminum Round:

Spiral pipe 10' lengths w/ AF's installed / silicone sealed

304SS QuickDraw Bands

End cap plates (for AF's to attached in field)

Excluded:

Bagged ends

Material escalation costs

Quote Expires: 30 Days

TY,
Dean

CO#6

Jun-20	QUANTITY	UNIT COST		TOTAL
TOTALS THIS SHEET		Price	Unit	\$10,751.76
MAIN COIL	8000	\$0.56	lb.	\$4,480.00
SPIRAL COIL:				
26 Gauge	171	\$0.56	lb.	\$95.76
24 Gauge		\$0.64	lb.	\$0.00
MISCELLANEOUS MATERIAL:				
MISC METAL	6176	\$1.00	ea.	\$6,176.00
				\$0.00
				\$0.00
Total Misc. Material				\$6,176.00

Jun-21	QUANTITY	UNIT COST		TOTAL
TOTALS THIS SHEET		Price	Unit	\$19,059.65
MAIN COIL	8000	\$1.35	lb.	\$10,800.00
SPIRAL COIL:				
26 Gauge	171	\$1.35	lb.	\$230.85
24 Gauge		\$0.64	lb.	\$0.00
MISCELLANEOUS MATERIAL:				
MISC METAL	6176	\$1.30	ea.	\$8,028.80
				\$0.00
				\$0.00
Total Misc. Material				\$8,028.80

Q U O T A T I O N

No: OG WS-598127

Quoted By:
METALWEST LLC OGDEN
1632 WEST 2450 SOUTH
OGDEN, UT 84401
Tel: 801-399-5700 Fax: 801-399-5775

Quoted To: (7842)
QUOTE - OGDEN
1632 WEST 2450 SOUTH
OGDEN, UT 84404

Quoted Ship To: (0)
TRM SERVICES
4108 N INDUSTRIAL PARK 4TH ST
SPOKANE VALLEY, WA 99216

CO#6

Trm C.O.D.
Frt INCLUDED
Tel 801 399-5700 Fax 801399-5775
Slp BRANDI PINDER

Qtd 11Nov20 Qte Ref
Via
Ctc
HOUSE - UTAH

FOB DESTINATION

Q U O T A T I O N

QT No: OG WS-598127

Test Certs: Chem-N Phys-Y 0 Original copies with Shipment, 0 with Invoice

1 GALVANIZED COIL CSB, G90, CTD 1 PCS 9700 LBS
24 GAUGE X 60.0000"

<<<----- SPECIFICATIONS ----->>>
Ga Tol + 0.0080 - 0.0000 Pc/Tag 1 ID MnOD MxOD MnWgt MxWgt
WthTol + 0.0050 - 0.0050 Wt/Skd 9700 20.00 33.56 9700
LthTol + 0.0000 - 0.0000 Ty . Pk
MATERIAL SALES 9,700 LBS @ 56.7500 CWT 5,504.75

<<<<<ALL PRICE AND VOLUME QUOTES ARE SUBJECT TO
REVISION UNTIL WE ISSUE A FINAL SALES
ACKNOWLEDGMENT OR THERE IS A MUTUAL
ACCEPTANCE OF AN ORDER. >>>>>

Order Totals: 1 Items 9700 LBS

Material Processing Freight Other Taxes ORDER AMT
5,504.75 5,504.75

NIM

Metalwest

A NIM Company

CO#6

ACCOUNT: 1613965
SOLD TO: TRM SERVICES, INC.
4108 NORTH INDUSTRIAL PARK 4TH ST.
SPOKANE VALLEY WA 99216

PAGE 1 OF 1

BID DATE

5/25/21

F.O.B. POINT

DELIVERY POINT

TERMS

1/2% 10 NET 30

TERMS ARE SUBJECT TO CREDIT APPROVAL

QUOTATION NUMBER

16003068

P.O.#:

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	SHIP DATE
1996	COIL	CS-B Galv G90 CTD 24Ga	135.0000 CWT	1782.00	0/00/00
		ASTM A653 CS TYPE B			
	1320.000	WIDTH 5.394	LENGTH		
	LB				
				1,320.000 LB	
	1	COIL			

SALES TAX/
SALES TOTALS
TOTAL LBS

\$1,782.00
1,320.000

This quote is subject to prior sale mill increases and surcharges and is based on quantities quoted This quote is valid for 24 hours

To aid us in providing you with exceptional customer service, notify your sales rep when you have any changes to your packaging & delivery requirements or your receiving hours or location.
Your order will be greatly appreciated and will receive our prompt and careful attention.

Representative:

BRANDI PINDER



Geary Pacific Supply

HVAC Distributor Since 1961

CO#7

BID PROPOSAL

CITY OF POST FALLS WRF TERTIARY

1 of 6

6/04/21

Bid Number: 5516385

Bid Date 6/4/21
Valid Until 7/3/21
Written By CARRIE VALENTINE
Bid Name:
CITY OF POST FALLS WRF TERTIARY

Prepared For: 211353

TRM SERVICES
4108 N INDUSTRIAL PARK 4TH ST
SPOKANE VALLEY, WA 99216

Telephone: 509-340-2448
Fax #: 000-000-0000

Branch Location: 016

GEARY PACIFIC SUPPLY #16
4286 N.E. 185TH DR
PORTLAND, OR 97230
Telephone: 503-262-8202
www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
		* SHIPMENT OF RECIPIENT IS TOTALLY RESPONSIBLE FOR DAMAGE INSPECTION, NOTATION ON BILL. CLAIMS WITH FREIGHT LINES. * ALL CONCEALED DAMAGE MUST BE REPORTED WITHIN 1 DAYS FROM DATE OF DELIVERY. INSPECT ALL EQUIPMENT UPON ARRIVAL. * THIS QUOTE IS BEING SUPPLIED BASE ON THE INFORMATION SUPPLIED. - QUOTED AS IS PER YOUR REQUEST. *STANDARD SYSTEM*		
		Package 0001		
		>> UB2-AC-901		
270	1 EA	W60A#C09ZP4XXJ A/C 5.0T 460/3 R410 FRONT 11EER,09KW,Z ECON,2"PLEATED M8 FILTER,GRAY,J CONTROL MODULE, BARD SPEC #S3583		
280	1 EA	P20302M10 FILTER PLTD 20X30X2 MERV 10		
290	1 EA	MSGF DELIVERED TO YOUR LOCATION		
		PLEASE ALLOW 8 TO 10 WEEKS FOR DELIVERY		
		>> THERMOSTAT		
400	1 EA	8403060 TSTAT MULTI STG H/C W/HUMIDITY CONTROL 1120-445 UT BARD LOGO CA PROP 65		



Geary Pacific Supply
HVAC Distributor Since 1961

BID PROPOSAL
CITY OF POST FALLS WRF TERTIARY

2 of 6
6/04/21

Bid Number: 5516385	Prepared For: 211353	Branch Location: 016
Bid Date 6/4/21 Valid Until 7/3/21 Written By CARRIE VALENTINE Bid Name: CITY OF POST FALLS WRF TERTIARY	TRM SERVICES 4108 N INDUSTRIAL PARK 4TH ST SPOKANE VALLEY, WA 99216 Telephone: 509-340-2448 Fax #: 000-000-0000	GEARY PACIFIC SUPPLY #16 4286 N.E. 185TH DR PORTLAND, OR 97230 Telephone: 503-262-8202 www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
		>> GRILLES		
460	1 EA	RG5W GRILLE FXD BAR 30X16 ANOD ALUM 2"FRAME 30DEG HORZ FXD BLADE 5.0T CABINET CA PROP 65		
470	1 EA	SG5W SUPPLY SIDEWALL 30X10 ANODALUM 2"FRAME DBL DEFLEC NO DAMPER VERT FRONT BLADE HORZ BACK BLADE 5.0T CABINET VINYL GASKET CA PROP 65		
			Package Sub-total:	8,738.99
		Package 0004		
		>> OPTIONAL UV LIGHT UPGRADE INACTIVATE 99.99% OF VIRUSES IN 0-2 SECONDS		
560	1 EA	UVBARDKIT KIT UV INSTALLATION FOR BARD EXTERIOR WALLMOUNT IN UNIT BLOWER SECTION VARIOUS UNITS		
570	1 EA	EMT40 PIPE EMT 1/2" 40" LENGTH		
580	6 EA	EMTCLAMP CLAMP BOLT EMT 1/2"		
590	4 EA	BULBCLAMP CLAMP BULB 5/8"-7/8"		
600	6 EA	CLAMPBOLT BOLT #6 32"X3/8"		
610	6 EA	CLAMPWASHER WASHER BOLT #6 3/8"		



Geary Pacific Supply
HVAC Distributor Since 1961

BID PROPOSAL
CITY OF POST FALLS WRF TERTIARY

3 of 6
6/04/21

Bid Number: 5516385

Prepared For: 211353

Branch Location: 016

Bid Date 6/4/21
Valid Until 7/3/21
Written By CARRIE VALENTINE
Bid Name:
CITY OF POST FALLS WRF TERTIARY

TRM SERVICES
4108 N INDUSTRIAL PARK 4TH ST
SPOKANE VALLEY, WA 99216

Telephone: 509-340-2448
Fax #: 000-000-0000

GEARY PACIFIC SUPPLY #16
4286 N.E. 185TH DR
PORTLAND, OR 97230
Telephone: 503-262-8202
www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
620	6 EA	CLAMPNUT NUT NEOPRENE #6-32		
630	1 EA	DOORSWITCH SWITCH UV SAFETY SHUT OFF		
640	3 EA	08-0308 BRACKET SIDE MOUNT L UV LEFT, RIGHT, POWER PAC		
650	1 EA	08-0309 BRACKET LARGE UV POWER PAC		
660	1 EA	08-0310 BRACKET SMALL UV POWER PAC		
670	1 EA	08-0311 BRACKET DOOR SWITCH UV		
680	1 EA	TR40FOOT TRANSFORM 120/208/240X24V 40VA		
690	1 EA	90290 RELAY SPST N/OPEN 24V COIL 8A CA PROP 65		
700	1 EA	TUVBTER2 LAMP UV 24V BLUE TUBE 2-YR		
710	1 EA	BAMOD1 UNIT MODIFICATION LABOR		
			Package Sub-total:	519.64
***** >>THE FOLLOWING ITEMS ARE NOT				



Geary Pacific Supply
HVAC Distributor Since 1961

BID PROPOSAL
CITY OF POST FALLS WRF TERTIARY

4 of 6
6/04/21

Bid Number: 5516385	Prepared For: 211353	Branch Location: 016
Bid Date 6/4/21 Valid Until 7/3/21 Written By CARRIE VALENTINE Bid Name: CITY OF POST FALLS WRF TERTIARY	TRM SERVICES 4108 N INDUSTRIAL PARK 4TH ST SPOKANE VALLEY, WA 99216 Telephone: 509-340-2448 Fax #: 000-000-0000	GEARY PACIFIC SUPPLY #16 4286 N.E. 185TH DR PORTLAND, OR 97230 Telephone: 503-262-8202 www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
		INCLUDED ON THIS QUOTE. - LOCKING THERMOSTAT COVER. - COMMERCIAL ROOM VENTILATOR: *MAY BE REQUIRED TO MEET LOCAL VENTILATION CODE. - CO2 SENSORS. - OCCUPANCY SENSORS. - SMOKE DETECTORS. - SPRING/RUBBER ISOLATION. - HANGER KIT-ROD, NUTS&WASHERS - DISCONNECT, WHIP OR FUSES. - EQUIPMENT DRAIN LINES. - EXHAUST FANS. - SPECIAL FILTRATION SYSTEM. - SPECIAL SOUND REQUIREMENTS. - DDC CONTROL SYSTEMS. - SPECIAL ZONING SYSTEM. - SITE WORK. - SYSTEM TESTING AND BALANCING - FEES AND OR PERMITS. >>REQUIRED ANYTIME A GENERATOR IS BEING USED TO RUN THE HVAC EQUIPMENT. PLEASE REFER TO BARDS LIMITED WARRANTY FORM #7960-420 - SPECIAL COIL COATING AND/OR CABINET COATING. >>FOR MORE DETAILS ON BARDS WARRANTY FOR EQUIPMENT INSTALLED IN CORROSIVE ENVIRONMENTS. PLEASE REFER TO BARD LIMITED WARRANTY FORM NO. 7960-420 - SITE HVAC COMMISSIONING. - SITE HVAC TRAINING. - CERTIFIED HVAC DRAWINGS. - CERTIFIED AIRFLOW DRAWINGS. **ITEMS LISTED ABOVE MAY BE ADDED TO THIS QUOTE AT AN ADDITIONAL COST. PLEASE CALL TO ADD ANY ITEM **SPECIAL ORDER FORM MAYBE REQUIRED BEFORE THE ORDER		



Geary Pacific Supply
HVAC Distributor Since 1961

BID PROPOSAL
CITY OF POST FALLS WRF TERTIARY

5 of 6
6/04/21

Bid Number: 5516385

Bid Date 6/4/21
Valid Until 7/3/21
Written By CARRIE VALENTINE
Bid Name:
CITY OF POST FALLS WRF TERTIARY

Prepared For: 211353

TRM SERVICES
4108 N INDUSTRIAL PARK 4TH ST
SPOKANE VALLEY, WA 99216

Telephone: 509-340-2448
Fax #: 000-000-0000

Branch Location: 016

GEARY PACIFIC SUPPLY #16
4286 N.E. 185TH DR
PORTLAND, OR 97230
Telephone: 503-262-8202
www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
		CAN BE PROCESSED. **SPECIAL ORDER ITEMS ARE; *NON-RETURNABLE. *NON-CANCELLABLE.		

Subtotal:	9,258.63
Tax:	824.02
Bid Total:	10,082.65

CO#7



BID PROPOSAL

CITY OF POST FALLS WRF TERTIARY

 1 of 6
1/08/21

Bid Number: 5492123	Prepared For: 211353	Branch Location: 016
Bid Date 1/8/21 Valid Until 2/1/21 Written By CARRIE VALENTINE Bid Name: CITY OF POST FALLS WRF TERTIARY	TRM SERVICES 4108 N INDUSTRIAL PARK 4TH ST SPOKANE VALLEY, WA 99216 Telephone: 509-340-2448 Fax #: 000-000-0000	GEARY PACIFIC SUPPLY #16 4286 N.E. 185TH DR PORTLAND, OR 97230 Telephone: 503-262-8202 www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
		* SHIPMENT OF RECIPIENT IS TOTALLY RESPONSIBLE FOR DAMAGE INSPECTION, NOTATION ON BILL. CLAIMS WITH FREIGHT LINES. * ALL CONCEALED DAMAGE MUST BE REPORTED WITHIN 1 DAYS FROM DATE OF DELIVERY. INSPECT ALL EQUIPMENT UPON ARRIVAL. * THIS QUOTE IS BEING SUPPLIED BASE ON THE INFORMATION SUPPLIED. - QUOTED AS IS PER YOUR REQUEST. *STANDARD SYSTEM*		
		Package 0001		
		>> UB2-AC-901		
270	1 EA	W60A#C09ZP4XXJ A/C 5.0T 460/3 R410 FRONT 11EER,09KW,Z ECON,2"PLEATED M8 FILTER,GRAY,J CONTROL MODULE, BARD SPEC #S3583		
280	1 EA	P20302M10 FILTER PLTD 20X30X2 MERV 10		
290	1 EA	MSGF DELIVERED TO YOUR LOCATION		
		PLEASE ALLOW 8 TO 10 WEEKS FOR DELIVERY		
		>> THERMOSTAT		
430	1 EA	8403060 TSTAT MULTI STG H/C W/HUMIDITY CONTROL 1120-445 UT BARD LOGO CA PROP 65		

**Geary Pacific Supply**

HVAC Distributor Since 1961

**BID PROPOSAL
CITY OF POST FALLS WRF TERTIARY**2 of 6
1/08/21**Bid Number: 5492123**

Bid Date 1/8/21
Valid Until 2/1/21
Written By CARRIE VALENTINE
Bid Name:
 CITY OF POST FALLS WRF TERTIARY

Prepared For: 211353

TRM SERVICES
 4108 N INDUSTRIAL PARK 4TH ST
 SPOKANE VALLEY, WA 99216

Telephone: 509-340-2448
 Fax #: 000-000-0000

Branch Location: 016

GEARY PACIFIC SUPPLY #16
 4286 N.E. 185TH DR
 PORTLAND, OR 97230
 Telephone: 503-262-8202
 www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
		>> GRILLES		
490	1 EA	RG5W GRILLE FXD BAR 30X16 ANOD ALUM 2"FRAME 30DEG HORZ FXD BLADE 5.0T CABINET CA PROP 65		
500	1 EA	SG5W SUPPLY SIDEWALL 30X10 ANODALUM 2"FRAME DBL DEFLEC NO DAMPER VERT FRONT BLADE HORZ BACK BLADE 5.0T CABINET VINYL GASKET CA PROP 65		
			Package Sub-total:	8,481.40
		Package 0004		
		>> OPTIONAL UV LIGHT UPGRADE INACTIVATE 99.99% OF VIRUSES IN 0-2 SECONDS		
590	1 EA	UVBARDKIT KIT UV INSTALLATION FOR BARD EXTERIOR WALLMOUNT IN UNIT BLOWER SECTION VARIOUS UNITS		
600	1 EA	EMT40 PIPE EMT 1/2" 40" LENGTH		
610	6 EA	EMTCLAMP CLAMP BOLT EMT 1/2"		
620	4 EA	BULBCLAMP CLAMP BULB 5/8"-7/8"		
630	6 EA	CLAMPBOLT BOLT #6 32"X3/8"		
640	6 EA	CLAMPWASHER WASHER BOLT #6 3/8"		



Geary Pacific Supply

HVAC Distributor Since 1961

**BID PROPOSAL
CITY OF POST FALLS WRF TERTIARY**

3 of 6
1/08/21

Bid Number: 5492123

Prepared For: 211353

Branch Location: 016

Bid Date 1/8/21
Valid Until 2/1/21
Written By CARRIE VALENTINE
Bid Name:
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Fax #: 000-000-0000

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www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
650	6 EA	CLAMPNUT NUT NEOPRENE #6-32		
660	1 EA	DOORSWITCH SWITCH UV SAFETY SHUT OFF		
670	3 EA	08-0308 BRACKET SIDE MOUNT L UV LEFT, RIGHT, POWER PAC		
680	1 EA	08-0309 BRACKET LARGE UV POWER PAC		
690	1 EA	08-0310 BRACKET SMALL UV POWER PAC		
700	1 EA	08-0311 BRACKET DOOR SWITCH UV		
710	1 EA	TR40FOOT TRANSFORM 120/208/240X24V 40VA		
720	1 EA	90290 RELAY SPST N/OPEN 24V COIL 8A CA PROP 65		
730	1 EA	TUVBTER2 LAMP UV 24V BLUE TUBE 2-YR		
740	1 EA	BAMOD1 UNIT MODIFICATION LABOR		
			Package Sub-total:	419.64
***** >>THE FOLLOWING ITEMS ARE NOT				



Geary Pacific Supply
HVAC Distributor Since 1961

BID PROPOSAL
CITY OF POST FALLS WRF TERTIARY

4 of 6
1/08/21

Bid Number: 5492123

Prepared For: 211353

Branch Location: 016

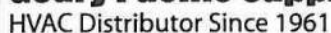
Bid Date 1/8/21
Valid Until 2/1/21
Written By CARRIE VALENTINE
Bid Name:
CITY OF POST FALLS WRF TERTIARY

TRM SERVICES
4108 N INDUSTRIAL PARK 4TH ST
SPOKANE VALLEY, WA 99216

Telephone: 509-340-2448
Fax #: 000-000-0000

GEARY PACIFIC SUPPLY #16
4286 N.E. 185TH DR
PORTLAND, OR 97230
Telephone: 503-262-8202
www.gearypacific.com

Line	Quantity	Product No./Description	Unit Price	Extended Price
		INCLUDED ON THIS QUOTE. - LOCKING THERMOSTAT COVER. - COMMERCIAL ROOM VENTILATOR: *MAY BE REQUIRED TO MEET LOCAL VENTILATION CODE. - CO2 SENSORS. - OCCUPANCY SENSORS. - SMOKE DETECTORS. - SPRING/RUBBER ISOLATION. - HANGER KIT-ROD, NUTS&WASHERS - DISCONNECT, WHIP OR FUSES. - EQUIPMENT DRAIN LINES. - EXHAUST FANS. - SPECIAL FILTRATION SYSTEM. - SPECIAL SOUND REQUIREMENTS. - DDC CONTROL SYSTEMS. - SPECIAL ZONING SYSTEM. - SITE WORK. - SYSTEM TESTING AND BALANCING - FEES AND OR PERMITS. >>REQUIRED ANYTIME A GENERATOR IS BEING USED TO RUN THE HVAC EQUIPMENT. PLEASE REFER TO BARDS LIMITED WARRANTY FORM #7960-420 - SPECIAL COIL COATING AND/OR CABINET COATING. >>FOR MORE DETAILS ON BARDS WARRANTY FOR EQUIPMENT INSTALLED IN CORROSIVE ENVIRONMENTS. PLEASE REFER TO BARD LIMITED WARRANTY FORM NO. 7960-420 - SITE HVAC COMMISSIONING. - SITE HVAC TRAINING. - CERTIFIED HVAC DRAWINGS. - CERTIFIED AIRFLOW DRAWINGS. **ITEMS LISTED ABOVE MAY BE ADDED TO THIS QUOTE AT AN ADDITIONAL COST. PLEASE CALL TO ADD ANY ITEM **SPECIAL ORDER FORM MAYBE REQUIRED BEFORE THE ORDER		



5 of 6
1/08/21

Subtotal:	8,901.04
Tax:	792.20
Bid Total:	9,693.24

Kyle Blunn

From: Kyle Farmer
Sent: Friday, October 22, 2021 8:30 AM
To: Kyle Blunn; Rob Balock; Roxanne Leibrand; Tim Farmer
Subject: FW: Tertiary Glass Cost Increase 10-21-21 BID PROPOSAL - Mike Law.pdf
Attachments: Tertiary Glass Cost Increase 10-21-21 BID PROPOSAL - Mike Law.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Kyle/Rob,

I received this email from Modern Glass for cost increases associated with the glass.

Thanks

Kyle Farmer
600 S. Las Vegas Boulevard, Suite 700, Las Vegas, NV 89101.
Sletten Construction Companies
100% Employee Owned
Mobile: (702) 283-2231
Email: kfarmer@sletteninc.com
Website: Slettencompanies.com

From: Mike Law <mikelaw@modern-glass.com>
Sent: Thursday, October 21, 2021 3:37 PM
To: Kyle Farmer <kfarmer@sletteninc.com>
Cc: Kristin <kristin@modern-glass.com>; Michael <michael@modern-glass.com>; Kevin <kevin@modern-glass.com>
Subject: Tertiary Glass Cost Increase 10-21-21 BID PROPOSAL - Mike Law.pdf

Kyle,
Attached is the proposal with the cost increase for glass at todays cost. Let me know if you have any questions. I really hope we can pre-order most of this considering all the crossing of T's and dotting of I's in the shop drawing process.



Bid Proposal

DATE: October 21, 2021
TO: Sletten
ATTN: Kyle Farmer
RE: Post Falls Tertiary Glass Cost Increase

There have been several cost increases since this project bid. Below is the price difference in glass at current costs. Vendor will honor this pricing through the end of the year and then will be subject to further increase. We are currently seeing 10-week lead times for this product. I recommend having Sletten guarantee opening sizes in lieu of field measurements to alleviate extended lead times.

Onsite work is conditioned upon the absence of a vaccination mandate. We are unable to guarantee availability of a vaccinated workforce now or in the future.

JOB SPECIFIC EXCLUSIONS:

STANDARD EXCLUSIONS:

Cost of permits, product or site testing, if required.	Engineering/design services and fees.
Workmanship warranties in excess of one year.	Cost of bonding, and personal guarantees aside from bonding.
Product warranties in excess of manufacturers' standard offerings.	Protection and final cleaning of installed products.
Delays caused by manufacturer's lead times that are beyond our control.*	WA State apprenticeship participation.
Window wrap, break metal, sill flashing, water block, painting or trim, unless specified in scope of work on this bid form.	ID or WA sales tax, unless specifically itemized with bid price. Use tax on materials is included on Idaho installation jobs.*

*Idaho Sales/Use Tax: Idaho use tax is included on materials purchased directly through and installed by Modern Glass Company. The recipient of this bid assumes full responsibility for payment or reimbursement of Idaho sales or use tax due on materials purchased through a third party if Modern Glass Company installs said goods. Washington Sales Tax: Sales tax will be added to the base bid for all Washington projects unless a valid reseller's permit is provided to us. In either State, other exemptions or circumstances may apply. Please contact our accounting department to discuss before accepting this bid.

*Manufacturer Delays: Our industry is currently experiencing some supply chain disruptions. Modern Glass is not responsible for delays caused by unforeseen material shortages, product availability, supplier lead times, or backorders, as these circumstances are beyond our control.

PAYMENT TERMS:

Net 30 days, O.A.C. A non-refundable pre-payment may be required on custom orders. Price is based on payment by cash or check (credit card payments subject to an additional 3% convenience fee).

BID AMOUNT:

Cost increase	\$ 2,355.00
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PRICES ARE VALID FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL

Mike Law

Direct 208-966-4653 / Main Office 208-765-1644
mikelaw@modern-glass.com

3727 W. Industrial Loop | Coeur d'Alene, ID 83815 | (208) 765-1644 | www.modern-glass.com
ID RCE-2879 | WA MODERI*203J5 | ID Pub Wk PWC-C-10411-AAA-4



July 12, 2022

Addressed To:
Michael Conn
J-U-B Engineers, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815

Re: Post Falls WRF Tertiary Treatment Improvements

Subject: Current Market Conditions – Coatings Materials

Michael:

The purpose of this letter is to inform you of escalation of the coating materials. As we have discussed previously, Sletten Construction has attempted to limit exposure to escalation on as many scopes as possible, but some costs have unfortunately been unavoidable.

Many of the coatings specified on this project have a shelf life of a year or less so they could not be purchased in advance to keep them at bid price. Extreme Coatings has included the original cost proposal from Tnemec as well as what they are currently being charged. Dan Olson has also included an example of the differences in price for materials purchased to date, and an email totaling what he believes will be the all-in total cost for material increases

We would like to discuss this with you and the owner to attempt help our subcontractor mitigate some of the damaging costs incurred due to the volatility in the market.

If you have any questions or comments, feel free to contact me directly at 406-454-6405 or kblunn@sletteninc.com.

Sincerely,
Sletten Construction

A handwritten signature in blue ink, appearing to read "K Blunn", is positioned above the printed name.

Kyle Blunn

Kyle Blunn

From: Dan Olson <dan@extremecoatings.us>
Sent: Wednesday, June 15, 2022 3:40 PM
To: Kyle Blunn
Subject: Post Falls Escalating Costs
Attachments: Estimate#EST17598[1].pdf; Estimate#EST16166[2].pdf; Costs.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

[EXTERNAL] This email has been sent from an external source. Beware of impersonation if the sender is internal to the company.

Kyle,
Per our conversation concerning escalation in costs, I am only including paint material costs in this, we both know that inflation has effected all areas, fuel, hotel, meals, repair parts, abrasive and delivery costs plus many others. Paint costs is what I would like to see if we can do something about, almost all the paint I am using on this project have a 1 year shelf life and some are shorter. I am including an example of and order I have placed for the concrete structures I have in process right now. The current magnitude of additional cost of paint material is about \$108,000.00 additional cost above pricing 2 years ago.



Daniel C. Olson

Principal / Vice President

NACE CIP Level 3 #3542

O: 509-545-0570 M: 509-539-5953

PO Box 1184 Pasco, WA 99301

Web: www.ExtremeCoatings.us



Costs for Materials Purchased to date

OLD Price		Product	Gallons	NEW Price	
\$ 68.00	\$ 13,600.00	218	200	\$ 89.54	\$ 17,908.00
\$ 74.38	\$ 14,876.00	436	200	\$ 98.65	\$ 19,730.00
\$ 35.00	\$ 7,350.00	N69	210	\$ 56.00	\$ 11,760.00
\$ 46.14	\$ 16,610.40	141	360	\$ 61.90	\$ 22,284.00
\$ 52,436.40				\$ 71,682.00	

Difference of 36.5% average above Old Price



QUOTATION

Quotation#: Q-17598**Date:** 6/13/2022
amandatnwsolutions**Modified:** 6/13/2022
amandatnwsolutions**TNW Inc.**PO Box 8899
Covington, WA 98042**Active**

Information

Company: ECI - Extreme Coatings, Inc.(Pasco)
Project: Post Falls WRF 2022 Pricing
Location:
Contact: Dan Olson
Email:**Quote Date:** 6/13/2022
Expiration Date: 8/31/2022
Sales Rep: Rick Gilbreath
Email: rick@tnwsolutions.com
Terms: Net 30

Line Items

Group	Product	Color	Kit Size	% Solids	DFT	Coverage	Price/gal
Spec Section 07191	Series 660 Prime A Pell 200	Clear	5G	-	-	50 - 300	\$38.50
Spec Section 09910	Series 1095 Endura-Shield	Regular Colors	LK/5G	66	3	350	\$87.85
	#10 Thinner	Clear	5G	-	-	-	\$41.53
	#18 Thinner	Clear	5G	-	-	-	\$49.30
	Series 1029 Enduratone	Regular Colors	5G	40	2.5	257	\$56.05
	Series 280 Theme-Glaze	Regular Colors	LK/15G	100	6	131	\$99.35
	Series 151 Elasto-Grip FC	1051 Green	LK/5G	17	0.7 - 1.5	180 - 400	\$60.38
	Series 130 Envirofill	Off-White	LK/5G	68	-	60-115	\$48.38
Spec Section 09900	Series 1 Omnithane	Grayish-Green	3G	61	3	326	\$104.90
	#2 Thinner	Clear	5G	-	-	-	\$28.45
	Series N69F Hi-Build Epoxoline II	Regular/1211 Red Primer	LK/10G	67	6	179	\$56.00
	#4 Thinner	Clear	5G	-	-	-	\$31.80
	Series 1095 Endura-Shield	Regular Colors	LK/5G	66	3	350	\$87.85



QUOTATION

TNW Inc.

Quotation#: **Q-17598**

Date: 6/13/2022
amandatnwsolutions

Modified:
amandatnwsolutions

Active

#10 Thinner	Clear	5G	-	-	-	\$41.53
Series 215 Surfacing Epoxy	White/Gray	LK/4G	100	1/32"	207	\$86.18
Series 154	Regular	5G				\$80.60
Series 248 Everthane	Clear	SK/1.075G	92	2.5	500	\$210.00
Series 218 Mortarclad	Greenish-Gray	LK/2.8G	100	1/16"	72	\$89.54
Series 436 Perma-Shield FR	Gray	MK/5G	100	50	32	\$98.65
Series 141 Epoxoline	Limited Colors	LK/5G	82	4	329	\$61.90
#4 Thinner	Clear	5G	-	-	-	\$31.80
Series 201 Epoxoprime	Clear	LK/15G	100	6	134	\$81.75
Series 280 Tneme-Glaze	Regular Colors	LK/15G	100	6	131	\$99.35
Series 290 CRU	Regular Colors	LK/3G	67	2.5	430	\$127.80
#42 Thinner	Clear	5G	-	-	-	\$34.70

SPECIAL NOTES

Freight policy changing July 1, 2018 - LTL shipments 95 gallons or greater are freight free, 0-15 gallons Flat Rate \$85.00, 16-94 gallons Flat Rate \$95.00. Freight charges are subject to change without notice.

- Prices firm through August 31, 2020.
- Pricing valid on regular colors only.
- Please add \$3 per gallon for small kits or single gallon containers unless otherwise noted.
- Minimum 15% restocking fee applies to all approved returned material.
- Material must be returned within 90-day return policy.



QUOTATION

Quotation#: Q-16166**Date:** 11/6/2020
Scott McConnell**Modified:** 6/13/2022
amandatnwsolutions**TNW Inc.**PO Box 8899
Covington, WA 98042**Active**

Information

Company: ECI - Extreme Coatings, Inc.(Pasco)
Project: Post Falls WRF
Location:
Contact: Dan Olson
Email: dan@extremecoatings.us**Quote Date:** 11/6/2020
Expiration Date: 12/31/2021
Sales Rep: Scott McConnell
Email: scott@tnwsolutions.com
Terms: Net 30

Line Items

Group	Product	Color	Kit Size	% Solids	DFT	Coverage	Price/gal
Spec Section 07191	Series 660 Prime A Pell 200	Clear	5G	-	-	50 - 300	\$29.80
Spec Section 09910	Series 1095 Endura-Shield	Regular Colors	LK/5G	66	3	350	\$67.40
	#10 Thinner	Clear	5G	-	-	-	\$31.83
	#18 Thinner	Clear	5G	-	-	-	\$37.78
	Series 1029 Enduratone	Regular Colors	5G	40	2.5	257	\$42.57
	Series 280 Theme-Glaze	Regular Colors	LK/15G	100	6	131	\$71.69
	Series 151 Elasto-Grip FC	1051 Green	LK/5G	17	0.7 - 1.5	180 - 400	\$45.42
	Series 130 Envirofill	Off-White	LK/5G	68	-	60-115	\$36.75
Spec Section 09900	Series 1 Omnithane	Grayish-Green	3G	61	3	326	\$80.50
	#2 Thinner	Clear	5G	-	-	-	\$21.84
	Series N69F Hi-Build Epoxoline II	Regular/1211 Red Primer	LK/10G	67	6	179	\$35.00
	#4 Thinner	Clear	5G	-	-	-	\$24.33
	Series 1095 Endura-Shield	Regular Colors	LK/5G	66	3	350	\$67.40



QUOTATION

TNW Inc.

Quotation#: **Q-16166**

Date: 11/6/2020
Scott McConnell

Modified: amandatnwsolutions

Active

#10 Thinner	Clear	5G	-	-	-	\$31.83
Series 215 Surfacing Epoxy	White/Gray	LK/4G	100	1/32"	207	\$64.31
Series 154	Regular	5G				\$61.25
Series 248 Everthane	Clear	SK/1.075G	92	2.5	500	\$150.72
Series 218 Mortarclad	Greenish-Gray	LK/2.8G	100	1/16"	72	\$68.00
Series 436 Perma-Shield FR	Gray	MK/5G	100	50	32	\$74.38
Series 141 Epoxoline	Limited Colors	LK/5G	82	4	329	\$46.14
#4 Thinner	Clear	5G	-	-	-	\$24.33
Series 201 Epoxoprime	Clear	LK/15G	100	6	134	\$61.00
Series 280 Tneme-Glaze	Regular Colors	LK/15G	100	6	131	\$71.69
Series 290 CRU	Regular Colors	LK/3G	67	2.5	430	\$98.00
#42 Thinner	Clear	5G	-	-	-	\$26.63

SPECIAL NOTES

Freight policy changing July 1, 2018 - LTL shipments 95 gallons or greater are freight free, 0-15 gallons Flat Rate \$85.00, 16-94 gallons Flat Rate \$95.00. Freight charges are subject to change without notice.

- Prices firm through December 31, 2020.
- Pricing valid on regular colors only.
- Please add \$3 per gallon for small kits or single gallon containers unless otherwise noted.
- Minimum 15% restocking fee applies to all approved returned material.
- Material must be returned within 90-day return policy.

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin, Maintenance Manager

SUBJECT: Purchase of a New Paint Striping Truck

ITEM AND RECOMMENDED ACTION:

City Staff requests that the Mayor and Council approve the purchase of (1) new EZ-Liner TS-AL 500 Paint Striping Truck from Vogel Traffic Services Inc. using Sourcewell cooperative purchasing pricing for the total amount of \$424,428.00

DISCUSSION:

The FY24 approved budget includes replacement funds for the purchase of a new paint striping truck. The new paint striping truck will replace the City's existing paint striping truck that was purchased in 2006. This new truck will be assigned to our Streets division. Staff also requests that the existing paint striping truck (S234) remain in the Streets department (old paint equipment removed/modified and allow it to be reconstituted as a paint stencil truck) to paint symbols on our streets.

If ordered now, we are hopeful that this truck will be delivered in time for paint striping of our city streets this coming summer.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$424,428.00

BUDGET CODE:

001-434.0000.90010

ATTACHMENTS:

1. 2023 EZ-Liner Paint Striping Truck - Quote
2. 2023 EZ-Liner Paint Striping Truck - Sourcewell and spec docs
3. 2023 Coop Purch Memo EZ Liner

October 31, 2023

City of Post Falls-(Sourcewell Member ID #27956)
Attn: Mr. Ken Peterson
800 N. Public Works Way
Post Falls, ID 83854

Re: Sourcewell Contract No. 080521-EZL Purchase of EZ Liner Model TS-AL500/Teton
Striping body mounted on an **Isuzu Model FVR Chassis**

Mr. Peterson,

Thank you for the opportunity to submit a proposal to the City of Post Falls for the purchase of an EZ Liner Model TS-AL500/Teton paint striping body using EZ Liner's Sourcewell Contract No. 080521-EZL mounted on a 2024 model year Isuzu Model FVR chassis.

As part of this proposal the following information is being provided:

1. Proposal Price Sheet for the paint striping body and chassis.
2. A copy of EZ Liner's "Sourcewell Contract No. 080521-EZL-Specifications for EZ Liner Model TS-AL500 Base Unit Product Code #18B dated 08/05/2021".
3. A copy of the City of Post Falls, ID's Specifications for the purchase of an EZ Liner Model TS-AL500/Teton dated 10/31/2023.
4. Technical literature packet outlining what EZ Liner is proposing to provide.

This quote includes a one-year limited factory EZ Liner equipment warranty and the standard Isuzu chassis warranty.

EZ Liner production slots are issued based on receipt date of this executed agreement per the terms and conditions of this proposal. In the current post-pandemic market, global supply disruptions may cause shipment delays. Where the delivery of materials is delayed beyond the control of EZ Liner, EZ Liner shall not be liable for any additional costs or damages associated with such delays.

All prices quoted are valid for 30 days from the date of this proposal. All sales are FOB Orange City, Iowa. Freight quotes provided are estimated and subject to change. If the equipment is shipped, actual freight cost will be invoiced at the time of shipment. Payment terms are full balance due and payable within 30 days after shipment or pick up of the completed unit.

Any applicable federal, state, and local taxes, duties, fees, licenses, and other government charges in connection with this agreement are not included in pricing and are the responsibility of the customer.

Any surcharges imposed upon EZ Liner by its supplier(s) may be passed on as additional charges to this agreement and shall fall under the same terms and conditions as this agreement. Such surcharges shall be documented with supplier notices or invoices.

If, during the performance of this agreement, the cost of materials significantly increases, through no fault of EZ Liner, the price of this agreement may be equitably adjusted by a reasonably necessary amount. As used herein, from the date of this quote a significant cost increase shall mean any increase in cost of materials which is abnormal, atypical, and typically would exceed seven percent (7%). Such increases in material cost shall be supported by quotes, invoices, or receipts.

Your signature below will signify that you have read this entire proposal and agree to its price, the equipment as listed and its terms and conditions. Please complete the Customer Approval section below. Send to your sales representative, this signed acknowledgment and, if applicable, your executed purchase order:

Mike Petersen
Territory Sales Manager
mike.petersen@ezliner.com
712-360-2108

The City's new paint truck will be delivered by lowboy trailer. The City will be responsible to drive their truck off the trailer.

EZ Liner looks forward to working with the City of Post Falls by providing quality paint striping equipment supported by superior customer service!

Respectfully submitted,

CUSTOMER APPROVAL:

Vogel Traffic Services, Inc. dba EZ Liner
Signature Norm Scholten
October 31, 2023
Norm Scholten
Design & Bid Project Manager I

City of Post Falls, ID
Signature _____
Date _____
Printed Name _____
Title _____

October 31, 2023

City of Post Falls-(Sourcewell Member ID #27956)
Attn: Mr. Ken Peterson
800 N. Public Works Way
Post Falls, ID 83854

Re: Sourcewell Contract No. 080521-EZL Purchase of EZ Liner **Model**
TS-AL500/Teton Striping Body mounted on an **Isuzu Model FVR-Price Sheet**

<u>Item</u>	<u>Description</u>	<u>List Price</u>
18A	TS-AL500 Base Unit	\$299,903.00
18A-01-03	Boss 210DUS w/JD Tier 4 ILO Base	9,662.00
18A-01-05	Air Jets, Each \$944.00 x 4	3,776.00
18A-04-08	Graco Paint Gun only w/Gun Raiser, Each	3,335.00
18A-07-03	Eight Light LED Work Light System	3,385.00
18A-07-05	Camera Guidance System	12,263.00
18A-07-13	Weldex Rearview/Backup Camera System	2,578.00
18A-08-04	Deduct for Mechanical Line Guide	(4,426.00)
18A-08-05	Aluminum Toolbox, Each \$1,119.00 x 2	2,238.00
Subtotal		\$332,714.00
7% Discount		(23,290.00)
Net Amount Published Pricing		\$309,424.00

Chassis

2024 Isuzu Model FVR **\$92,995.00**

Sourced Goods

20-Gallon SS Flush Tank	\$5,079.00
(4) 'Flush-on-the-Fly' Tip Flush for Paint Guns, \$950.00 Each x 4	3,800.00
Credit for Factory Pre-delivery Inspection Trip for Two City Representatives	(2,000.00)
Delivery	6,300.00
3-Day Training Session	8,830.00
Total for Sourced Goods	\$22,009.00
TOTAL AMOUNT	\$424,428.00

Respectfully submitted,

EZ LINER



Norm Scholten, Truck Project Design & Bid Manager I

EZ LINER MODEL TS-AL500, Product Code #18A		
PAINT STRIPING BODY ONLY		
Item	Description	List Price
18A	TS-AL500 Base Unit	\$ 299,903
18A-01-01	Cummins QSF3.8-85 Tier 4 ILO Base	\$ 26,890
18A-01-02	Boss 125 cfm ILO Base	\$ 5,948
18A-01-03	Boss 210DUS w/JD Tier 4 ILO Base	\$ 9,662
18A-01-04	Boss 250UDUS w/JD Tier 4 ILO Base	\$ 10,820
18A-01-05	Air Jets, each	\$ 944
18A-01-06	Boss Ind. 80201-AHBI 185 cfm ILO Base	\$ 5,737
18A-01-07	Air Hose Reel w/25' Hose	\$ 1,738
18A-03-01	EZ-Carriage Control® System ILO Base	\$ 14,581
18A-03-02	Electric over hyd control ILO Base, each	\$ 3,919
18A-04-01	Add'l paint & bead line with Graco guns, each	\$ 4,391
18A-04-02	Flex gun w/hose reel & 25' HP Hose	\$ 2,752
18A-04-03	500 gallon SS tank w/agitators ILO Base	\$ 14,485
18A-04-04	1" LP Paint re-circulation, per color	\$ 1,833
18A-04-05	Add'l 445-345 HP Pump, each	\$ 14,762
18A-04-06	Tandem plumbed HP Paint pumps, per pair	\$ 6,557
18A-04-07	Add'l PD20A-FSP-STT 2" LP Pump, Each	\$ 12,459
18A-04-08	Graco Paint Gun only w/Gun Raiser, Each	\$ 3,335
18A-05-01	Two color scavenger heat system	\$ 26,460
18A-06-01	25 gallon poly flush tank	\$ 1,848
18A-06-02	Solvent Hose Reel w/25' Hose	\$ 1,744
18A-07-01	Skip-Line Inc. digital speedometer	\$ 1,680
18A-07-02	Gallon counts, per color	\$ 778
18A-07-03	Eight light LED Work Light system	\$ 3,385
18A-07-04	1030F-4 Message Board ILO base	\$ 22,731
18A-07-05	Camera guidance system	\$ 12,263
18A-07-06	Laser guidance system	\$ 10,126
18A-07-07	Skip-Line Inc. DL-18 monitor system	\$ 20,267
18A-07-08	Printer for Skip-Line, Inc. monitor system	\$ 1,838
18A-07-09	Camera guidance system w/HDVO-318 video	\$ 14,675
18A-07-10	Skip-Line, Inc. Remote Trigger for SC-12, Each	\$ 1,118
18A-07-11	Deduct for 3'x6' Arrowboard	\$ (5,568)
18A-07-12	Whelen F4X2AAAA 55" Light Bar	\$ 4,281
18A-07-13	Weldex Rearview/Backup Camera System	\$ 2,578
18A-07-14	Gun Raiser for Bead Gun, Each	\$ 1,001
18A-07-15	GL3000-PM Carriage Laser, Each	\$ 4,708
18A-07-16	1020F-4 Message Board ILO Base	\$ 17,692
18A-07-17	David Clark 3-Headset Wireless Intercom System ILO Base	\$ 7,946
18A-08-01	Operator Cab, Aluminum square	\$ 32,215
18A-08-02	Operator Cab, Aluminum hi-vis	\$ 31,994
18A-08-03	Dual split aircraft style gun carriage ILO Base	\$ 3,587
18A-08-04	Deduct for Mechanical Line Guide	\$ (4,426)
18A-08-05	Aluminum toolbox, each	\$ 1,119
18A-10-05	TS-AL500 Base Unit Recommended Spare Parts Kit	\$ 10,162
FOB FACTORY. TRAINING AND DELIVERY PRICED SEPARATELY.		
A 7% DISCOUNT ON BASE UNIT AND OPTIONS ITEMS LISTED ON THIS PRICING PAGE		
IS AVAILABLE TO SOURCEWELL MEMBERS.		
EFFECTIVE DATE: JUNE 2022.		

4. The fourth part of the document discusses the role of the accounting department in providing financial advice to management and the importance of maintaining a high level of confidentiality.

5. The fifth part of the document outlines the various ways in which the accounting department can contribute to the overall success of the organization, including through the use of financial analysis and reporting.

SOURCEWELL CONTRACT #080521
SPECIFICATIONS FOR ROADWAY MAINTENANCE EQUIPMENT
EZ LINER MODEL TS-AL500 BASE UNIT

18A

08/05/2021

Model TS-AL500/TETON w/Isuzu Chassis

City of Post Falls, ID requested changes per Sourcewell Price Sheet 10/31/2023

- 1.0 **Performance specification:** Unit shall be capable of applying 3" to 8" wide retro-reflective lines with spacing between lines from 0" to 6". Paint applications speeds shall be from 4 MPH to 12 MPH. Application rates of 12 mil to 15 mil wet film thickness paint for standard formulations of traffic paint and 6 to 8 lbs./gal and Type I glass beads. The unit is designed to operate in its own lane of traffic and shall be able to apply centerline and lane line/edge lines simultaneously. Independent carriage steering systems allow individual adjustment of the gun carriages.
- 2.0 **Equipment platform:** The construction shall be of 3/16" thick smooth aluminum deck plate 96" wide x length as required for components with 4" aluminum long sills, 3" aluminum cross members with integrally formed rub rail. Walking area surfaces of platform shall be covered with anti-slip material. A canopy shall be provided above the operator stations. Deck shall be installed on chassis frame rails using 8" steel risers that are bolted to the chassis frame rails and long sills. The railings shall be 42" high with mid rail welded to deck with two (2) 42" high fold up steel ladders with a chrome grab handle each side of ladder openings and rear access. At the operator station the railing shall be 32" high with a mid rail. Steel rear bumper with stair step rear access incorporated into the design with right side hand railing. Removable aluminum rear fenders with aluminum guard forward and mud flap with anti-sail bracket to the rear shall be provided. LED platform lighting. Two (2) 10# fire extinguishers and two (2) cup holders shall also be provided. The auxiliary engine and air compressor shall remain their original factory powder coat colors. The underside of the deck will be painted the same color as the top of the deck. All coatings shall be lead free. The Unit shall be prime coated with a two-component urethane primer system. The topcoat shall be a two-component polyurethane coating. White is the standard factory paint color. Black powder coating shall be used on brackets, gun carriages and line guide.
18A-08-05 Aluminum Toolboxes-(2) 18"x18"x24" installed on rear bumper.
- 3.0 **Operator seats:** Two (2) Bostrom air ride high back black vinyl covered seats with seat belts and seat tethers and inside armrest. At the top of the railing at each operator station a black vinyl covered padded armrest 3"x18" shall be provided.
- 4.0 **Gun carriages:** Heavy duty parallel arm type centerline and edge line carriages **mounted in front of or behind** the rear axle. Each carriage shall be supported by dual tube in tube retractable structural steel slides with UHMWPE bearing

- 12.0 **Bead guns:** Three (3) Graco Model 238-338 bead guns shall be provided. Full length 1"ID clear poly-spring bead hoses to be provided from the bead manifold under the bead tank to the bead guns.
- 13.0 **Air supply:** Air supply shall be supplied by a hydraulically driven Boss Industries Model 80102-AHBI air compressor with air after cooler rated at 85 cfm @ 100 PSI. The system shall include a 12-gallon air tank and LaMan 111F extractor/ dryer with auto drain. Two (2) air take off quick disconnect ports shall be provided-one at each gun carriage. A preset regulator shall be provided for carriage down pressure. A liquid filled system air pressure gauge shall be installed in the mid-size control console at the operators' station along with liquid filled gauges and air pressure regulators for bead tank pressure and for the low-pressure paint pumps.
18A-01-03 Boss Industries 210 DUS w/JD Tier 4 ILO Base.
18A-01-05 (4) Air Jets.
- 14.0 **Auxiliary engine:** A Cummins Model QSF2.8-74 **Tier 4 Final** 74 hp diesel engine with 120-amp alternator shall be provided with controls at rear operator position, fuel drawn from chassis fuel tank using an auxiliary fuel pump and separate battery. The engine shall have a sound attenuation package and vertical exhaust with an approximately 24" extension with rain cap.
18A-01-03 Boss Industries 210 DUS w/JD Tier 4 ILO Base.
- 15.0 **Hydraulic power:** A 50-30-gallon hydraulic oil reservoir with sight level/temperature gauge, suction screen and return line filter with service indicator and 10-micron cartridge type breather filter shall be provided along with a direct driven pressure compensated piston type 2.75 C.I.R. hydraulic pump ~~and a direct driven 3.0 C.I.R. gear pump and flow regulator to control hydraulic flow to air compressor motor.~~ A hydraulic oil cooler shall be provided with 12vDC fan controlled with a preset temperature switch. Gun carriages shall be positioned using a power steering system with tilt steering wheel with spinner knob at each operator position and 5' hydraulic cylinder for each carriage. A solenoid controlled hydraulic by-pass valve shall be provided to allow a no-load start for the auxiliary engine. High pressure paint pumps shall be manually controlled at each pump.
- 16.0 **Electrical system:** A chassis cab control console shall be provided in the chassis cab containing the driver's controls for the paint striping body. Each circuit shall be color coded wire and shall have circuit protection. The wiring harnesses between the junction blocks to be protected by protective split loom covering. An LED white/red light with self-contained switch installed above each operator position. The electrical junction blocks and main components of the timer system shall be installed in the mid-size control console.
18A-07-03 Eight Light LED Work Light System.
18A-07-05 Camera Guidance System.
18A-07-13 Weldex Rearview/Backup Camera System.

- 25.0 **Chassis:** Cab and chassis are not included. Specifications for the customer supplied cab and chassis must be approved by EZ-Liner Engineering prior to purchase to ensure modification costs will not be incurred.
2024 33k Isuzu Model FVR per Sourcewell Price Sheet dated 10/31/2023.
- 26.0 **Delivery:** The estimated delivery time is 120 days ARC (after receipt of chassis). The completed truck may be driven out for delivery or delivered via lowboy trailer. The production schedule along with the time frame for the factory pre-delivery inspection meeting will be discussed and confirmed at the preconstruction meeting.
Delivery added per Sourcewell Price Sheet dated 10/31/2023.
- 27.0 **Warranty:** EZ-Liner warrants all equipment manufactured by it and bearing its brand names to be free from defects in material and workmanship at the time of sale by EZ-Liner or an authorized distributor. EZ-Liner will for a period of twelve months from the date of sale, repair or replace any part of the equipment proven defective.



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

Memorandum of Legal Counsel

To: Ross Junkin, Maintenance Manager
From: Field K. Herrington, City Attorney
Date: November 17, 2023
Re: November 21, 2023, Cooperative Purchasing – EZ Liner Model TS-AL5000/Teton Striping body mounted on Isuzu Model FVR Chassis

My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the requirements of state code and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must then complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about 11/2/2023, I received copies of contract documents that the Streets and Fleets Department received utilizing Sourcewell.

I have reviewed the submittal and researched the competitive solicitation process that Sourcewell utilized. Sourcewell published a request for proposals (“RFP”) on 6/17/2021 and opened the proposals on 8/5/2021 and awarded the contract to Vogel Traffic Services, Inc., dba EZ Liner. I have reviewed the associated RFP, Proof of Publication, Evaluation, and Comment & Review documents and can provide them if needed.

Based upon the contract amount being over \$100,000, the contract and staff memo explaining the reason for the purchase must be provided to City Council for approval and the contract must be signed by the Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Sourcewell is offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls procurement standards.

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

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Field K. Herrington". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Field K. Herrington
City Attorney

Enclosures

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 11/21/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Preston Hill, Urban Forester

SUBJECT: Post Falls Community Forest Hazard Fuels Treatment Grant

ITEM AND RECOMMENDED ACTION:

City staff requesting approval for entering into grant funding agreement to complete wildfire hazard fuels reduction work within the Post Falls Community Forest site. With approval, Mayor will sign a matching funds commitment letter.

DISCUSSION:

Grant funding opportunity in the amount of \$125,000. Match funding requirement of 10%. Funding administered by the Idaho Department of Lands (IDL) to the Kootenai County Office of Emergency Management (KC OEM). Proposed project is for the establishment of an approx. 300-ft wide shaded fuel break along the southern and eastern property boundaries of the Post Falls Community Forest. This request, if approved, will allow IDL and the KC OEM to finalize a memorandum of understanding for the funding process. At a future City Council meeting, City staff will present further details about the project itself and present a proposed agreement between the City of Post Falls and Kootenai County. Until then, there will be no funding/project commitment.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

n/a

APPROVED OR DIRECTION GIVEN:

n/a

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Match funds would come from the Urban Forestry Budget.

BUDGET CODE:

n/a

ATTACHMENTS:

1. Hazard Fuels Treatment (HFT) Grant Request - FY2024

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

PLEASE COMPLETE THIS FORM TO HAVE YOUR GRANT REQUEST APPROVED.

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

GRANT NAME Hazard Fuels Reduction
BASIC DESCRIPTION Establishment of 300 ft. wide fuel break within Post Falls Comm. Forest
STATE/FEDERAL? Federal, through State # OF YEARS One
CITY FY? FY2024 \$ VALUE OF GRANT \$125,000
MATCHING CITY \$ 12,500 IN-KIND CITY \$ 0

EXPLAIN THE PURPOSE OF THE GRANT AND HOW IT BENEFITS THE CITY. (DOES IT EFFECT YOUR DEPARTMENT'S LEVEL OF SERVICE?) Will provide funding for the establishment of a 300 ft wide shaded fuel break along the southern and eastern property boundaries of the Post Falls Community Forest site. This fire break will modify fuels in a manner that will significantly change expected fire behavior, slowing fire spread enough for local resources to suppress wildfire before it can threaten lives and damage nearby homes.

EXPLAIN ALL OBLIGATIONS/COMMITMENTS THE CITY HAS WITH ACCEPTING THIS GRANT. City is required to provide matching funds at the 10% level. City is also required to maintain the established fire break in perpetuity.

DEPT SIGNATURE _____ DATE _____

FINANCE SIGNATURE _____ DATE _____

MAYOR SIGNATURE _____ DATE _____

*Please attach an executive summary of grant if available.