



**CITY COUNCIL
MEETING AGENDA**

**February 6, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Transportation Master Plan

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – January 16, 2024 City Council Meeting
- b. Payables January 9, 2024 - January 29, 2024

- c. Idaline Lift Station Pump Replacement
- d. McGuckin Duplexes Minor Subdivision Construction Improvement Agreement
- e. Updated Hydrilla Estates Subdivision Construction Improvement Agreement
- f. Elm Place Subdivision Construction Improvement Agreement
- g. McGuckin Duplexes Minor 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. FY 2024 Budget Amendment

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. Strategic Initiatives Grant Award for the Rehabilitation of Spokane Street

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. Citizen's Handbook
- b. Resolution - Water/Wastewater Division Disposal of Records
- c. Montrose 2022 PUD Amendment and Subdivision MDA File No PUDA-22-1/SUBD-22-10

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

- a. 2023 Department Accomplishments
- b. Update: PF Community Forest Hazard Fuels Treatment Project

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

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

Mission
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**CITY COUNCIL
MEETING MINUTES**

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

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

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

- Post Falls Sanitation will be providing Christmas tree pick-up for Post Falls resident on Saturday, January 27th. Trees must have all decorations removed and be cut into 4-foot bundles or less and placed curbside before 6:00 AM.
- The Department of Homeland Security's Federal Emergency Management Agency (FEMA) conducted a Community Assistance Visit (CAV) audit in May 2017 for Post Falls. The purpose of the audit was to assess the floodplain management program under the National Flood Insurance Program (NFIP). It has been reported that all findings from the 2017 CAV have been successfully addressed by the City of Post Falls, demonstrating compliance with floodplain management regulations. As a result has been officially closed.

- a. Approval for the appointment of Councilor Nathan Ziegler to the Kootenai Metropolitan Planning Organization (KMPO)

Motion by Malloy to approve the appointment of Councilor Nathan Ziegler to the Kootenai Metropolitan Planning Organization (KMPO).

Second by Westlund.

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

Motion Carried

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – January 2, 2024 City Council Meeting
- b. Payables December 27, 2023 - January 8, 2024
- c. Contract Renewal for Cyber Security
- d. Copper Basin Annexation Denial ANNX-23-3
- e. November Cash and Investments
- f. Post Falls Community Forest Primitive Access Road Re-Route Project
- g. Idaho Heritage Trust Grant Award for Repairs to the Chapin Building

Malloy: Is item c for the entire City?

Greg McLean, Police Chief: Yes.

Steigleder: I would like clarification on the billing process. It looks like in one section it says that there will be an hourly charge and that the city will be billed monthly for services used, then later there is an annual cost that will be billed monthly.

McLean: This is a annual cost that is billed monthly. Anything above the scope of work would have to be approved through a change order.

Motion by Malloy to approve the Consent Calendar as presented.

Second by Ziegler.

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

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ACTION ITEMS:

None

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ACTION ITEMS:

None

4. NEW BUSINESS

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ACTION ITEMS:

- a. Bid Award and Purchase of Two Single Axle Dump Trucks

Ross Junkin, Maintenance Manager: The FY24 approved budget includes replacement funds for two street department dump trucks equipped with plows. In November of 2023 the City advertised for bids for two dump trucks. We received one bid from Freightliner Northwest for \$575,908.16 (\$287,954.08 per truck). Staff recommends accepting and approving this bid as well as including a \$20,000 contingency to cover any potential cost escalations. If ordered now, these trucks are expected to be delivered during either FY24 or FY25. We recommend ordering these trucks now so that we can put them into service as soon as possible. If it is decided to postpone the order, the price may increase. The dump trucks scheduled for this replacement are S208: 1999 Sterling single-axle dump truck and S217: 2005 International single-axle truck.

**Motion by Malloy to approve the bid award and purchase of two single-axle dump trucks.
Second by Walker.**

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

- b. Recreational Trails Program Grant - Centennial Trail Rehabilitation - State Line to Pleasant View Rd.

Bryan Myers, Parks Manager: Staff is requesting the City Council to authorize the Mayor to sign a letter of support for the Recreational Trails Program Grant - Centennial Trail Rehabilitation - State Line to Pleasant View Rd and to direct staff to apply for the grant project totaling \$450,000 with a 20% match. The Maintenance committee of the Centennial Trail Foundation has identified the Centennial Trail Rehabilitation Project as the current priority to ensure the Centennial Trail remains the valued well maintained resource our communities have come to expect. The project consists of rehabilitating approximately 2 miles of the trail from the state line to Pleasant View Rd. The trail has exceeded its anticipated useful life of 25 years and is in need of reconstruction.

The city will bear general project management and grant administration costs associated with the work. Along with the obligation to provide 20% matching funds (\$90,000) from non-federal sources, the project requires that all work completed complies with BUY America as issued by the Federal Transit Administration and Federal Highway Administration Funds. The City's matching funds are eligible to be reimbursed by the Joint Powers Account held by the Kootenai County Commissioners as agreed upon by the Centennial Trail Joint Powers Board.

Motion by Malloy to approve the Recreational Trail Program Grant - Centennial Trail Rehabilitation - State Line to Pleasant View Rd.

Second by Ziegler.

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

Motion Carried

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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.

- c. Idaho Code 74-206(1)(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code

Motion by Malloy to enter into Executive Session pursuant to Idaho Code 74-206(1)(a), to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency: Idaho Code 74-206(1)(f), to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated: and Idaho Code 74-206(1)(d), to conciser records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code, further that no action will be taken using the session and the session will last no longer than 15 minutes.

Second by Ziegler.

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

Entered Executive Session at 6:26 pm.

Exited Executive Session at 7:01 pm.

RETURN TO REGULAR SESSION

ADJOURNMENT

7:01 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Marcie Bayless, CSR/AP
SUBJECT: Payables January 9, 2024 - January 29, 2024

ITEM AND RECOMMENDED ACTION:

Check Run

DISCUSSION:

Check Run / Handchecks

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

1,284,391.69

BUDGET CODE:

Various

ATTACHMENTS:

1. AP Hand Checks 2.07.24
2. Post Falls Check Approval 02.07.24

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK

1/12/2024	49.69	95171 AT&T- Long Distance	Pay Before Due Date
1/12/2024	118667.81	95172 AVISTA Utilities	Pay Before Due Date
1/12/2024	37849.11	95173 Kootenai Electric	Pay Before Due Date
1/12/2024	108.92	95175 Spectrum	Pay Before Due Date
1/19/2024	45.46	95176 AT&T- Long Distance	Pay Before Due Date
1/19/2024	9503.67	95177 AVISTA Utilities	Pay Before Due Date
1/19/2024	99.97	95178 Spectrum	Pay Before Due Date
1/19/2024	16.94	95179 Spectrum	Pay Before Due Date
1/19/2024	93.65	95180 Ziply Fiber	Pay Before Due Date
1/26/2024	80.63	95181 AT&T- Long Distance	Pay Before Due Date
1/26/2024	55.00	95182 DeVries Info Management	Pay Before Due Date
1/26/2024	1897.00	95183 Kootenai County Solid Waste	Pay Before Due Date
1/26/2024	33.62	95184 Kootenai Electric	Pay Before Due Date
1/26/2024	1092.74	95185 Ricoh USA Inc.	Pay Before Due Date
1/26/2024	139.98	95186 Spectrum	Pay Before Due Date
1/26/2024	149.98	95187 Spectrum	Pay Before Due Date
1/26/2024	554.61	95188 Verizon Wireless	Pay Before Due Date
1/26/2024	71.88	95189 Ziply Fiber	Pay Before Due Date
1/26/2024	122.00	95190 Ziply Fiber	Pay Before Due Date
1/26/2024	122.00	95191 Ziply Fiber	Pay Before Due Date
1/26/2024	1326.88	95192 Ziply Fiber	Pay Before Due Date
1/26/2024	122.00	95193 Ziply Fiber	Pay Before Due Date
1/26/2024	122.00	95194 Ziply Fiber	Pay Before Due Date
1/26/2024	265.46	95195 Ziply Fiber	Pay Before Due Date
1/26/2024	122.00	95196 Ziply Fiber	Pay Before Due Date
1/26/2024	122.00	95197 Ziply Fiber	Pay Before Due Date
1/26/2024	675.00	95198 Ziply Fiber	Pay Before Due Date
1/26/2024	122.00	95199 Ziply Fiber	Pay Before Due Date
1/26/2024	122.00	95200 Ziply Fiber	Pay Before Due Date
1/26/2024	122.00	95201 Ziply Fiber	Pay Before Due Date
	173876.00		

RUN 2.07.24

001-445.0000.65030

Various

Various

001-443.0000.65030

Various

Various

001-443.0000.65030

001-417.0000.63080

650-463.0000.65030

001-431.0000.65030

001-414.0000.62040

Various

001-443.0000.65021

Various

001-412.0000.65040

001-442.0000.65030

Various

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

650-463.0000.65030

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

Post Falls Check Approval



City of Post Falls

Packet: APPKT12272 - Check Run 02.07.24
Vendor Set: 01 - Vendor Set 01

Check Date: 1/30/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Dept: 411 Mayor & Council					
I283	Inland Northwest Partners				
APMWB	Check	2024	2024 INP Dues	001-411.0000.62060	1,000.00
Dept 411 Total:					1,000.00
Dept: 412 Information Systems					
A017	A-Tec, Inc.				
APMWB	Check	6171	Annual Velocity software renewal	001-412.0000.66014	579.87
VEN14393	Firstline Communications, Inc				
APMWB	Check	INV0147359	3 months Brightmetrics reporting software	001-412.0000.66014	447.00
Dept 412 Total:					1,026.87
Dept: 414 Finance					
A4280	Alpine Summit CPAs				
APMWB	Check	10389	Audit Progress Billing	001-414.0000.62091	10,000.00
		10476		001-414.0000.62091	2,100.00
B091	BDS				
APMWB	Check	92050	Delinquent Notices	001-414.1445.62170	333.32
		92299	Utility Billing	001-414.1445.62170	5,792.82
		92050	Delinquent Notices	001-414.1445.62190	189.85
		92299	Utility Billing	001-414.1445.62190	3,826.48
Dept 414 Total:					22,242.47
Dept: 421 Police					
R04500	1-800-Radiator				
APMWB	Check	17808855	Radiator - PFPD112	001-421.0000.67100	172.00
N276	Access Information Protected				
APMWB	Check	10681026	Shredding services	001-421.0000.68010	109.62
VEN09421	Assurance Fitness Repair				
APMWB	Check	11352	Gym equipment maintenance	001-421.0000.68010	515.00
A0901	AT&T Mobility				
APMWB	Check	287291408138X122	PD Mobile devices	001-421.0000.65030	1,572.28
A017	A-Tec, Inc.				
APMWB	Check	6138	Video encoder	001-421.0000.66044	649.62
		6139	Troubleshoot PD Evidence/shop cameras	001-421.0000.68010	220.00
C140	CDW Government Inc.				
APMWB	Electronic Funds Transfr	NT25412	Annual Firewall Maintenance and support	001-421.0000.66043	3,869.24
		NT22357		001-421.0000.66043	19.22
C220	Coleman Oil Co				
APMWB	Check	CP-0076406	PD Fuel	001-421.0000.64030	3,902.09
		INV-163157	PD Generator fuel	001-421.0000.64030	317.27
C4106	CPS				
APMWB	Check	TR-INV003650	New applicant testing	001-421.0000.64020	540.50
VEN14874	Debra J Salish				
APMWB	Check	24-06	Uniform alterations - Helmuth	001-421.4000.72000	24.00
		24-05	Uniforms alterations - Knight	001-421.4000.72000	33.00
		24-09	Uniform alterations - Coder	001-421.4000.72000	12.00
		24-04	Uniform repairs - Pierson	001-421.4000.72000	10.00
		24-10	Uniform alteration- Markloff	001-421.4000.72000	12.00
VEN08808	FBI- LEEDA				
APMWB	Check	200099244	Class registration - R. Dalke	001-421.0000.64020	795.00
G020	Galls, LLC				
APMWB	Electronic Funds Transfr	026571251	New officer uniform gear/equipment - Casey	001-421.0000.67020	55.20

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	026571250	New officer uniform and gear - Bran	001-421.0000.67020	173.78
		026671976	Flashlight - N. Casey	001-421.0000.67020	68.08
		026671973	Flashlight - Corral	001-421.0000.67020	68.08
		026671974	Flashlight - Morris	001-421.0000.67020	68.08
		026788822	Handcuff holder - Anderson	001-421.0000.67020	50.60
		026671975	Flashlight - Bran	001-421.0000.67020	68.08
		026571251	New officer uniform gear/equipment - Casey	001-421.4000.72000	682.51
		026571250	New officer uniform and gear - Bran	001-421.4000.72000	538.20
		026745793	Uniform shirts - Bran	001-421.4000.72000	286.48
		026693729	Uniform pants - N. Casey	001-421.4000.72000	86.99
		026745791	Uniform shirt - N. Casey	001-421.4000.72000	55.58
		026481975	Uniform shirt - Leavitt	001-421.4000.72000	45.06
		026618540	Uniform jacket and shirt - Harrison	001-421.4000.72000	98.05
		026755559	Name plate - Bran	001-421.4000.72000	11.89
		026703284	Name tag - N. Casey	001-421.4000.72000	11.89
		CM0004895	CM 023510563	001-421.4000.72000	-157.77
		026788827	Name plate - Morris	001-421.4000.72000	11.89
		026693719	Uniform - Morris	001-421.4000.72000	286.48
		026757542	Uniform pants - Borders	001-421.4000.72020	88.29
		026770500	Uniform shirt - Borders	001-421.4000.72020	48.99
VEN02177	Idaho Chiefs of Police Association				
APMWB	Check	10250	Annual Department membership	001-421.0000.62060	500.00
I153	Idaho State Police				
APMWB	Check	IN2641	Quarterly ILETs access fees	001-421.0000.67310	18,762.50
VEN07726	Jon Dekeles				
APMWB	Check	012324	Chaplain stipend - December	001-421.0000.62370	100.00
VEN14920	L.N. Curtis & Sons				
APMWB	Check	INV781197	Tear gas canisters	001-421.0000.67020	676.00
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11191269	Intepreter services	001-421.0000.65030	146.10
VEN14850	Legacy Heating and Cooling				
APMWB	Check	17952880	Vehicle/AC Building HVAC repairs	001-421.0000.68030	400.00
		18011842	HVAC repairs	001-421.0000.68030	1,105.00
VEN03843	Lexipol LLC				
APMWB	Check	INVLEX1231222	Annual Law Enforcement Policy and Training	001-421.0000.62040	9,511.89
VEN12699	Mike White Ford of Coeur d'Alene				
APMWB	Check	157370	Replacement Water Pump 131	001-421.0000.67170	1,985.14
M2005	Motorola Solutions				
APMWB	Electronic Funds Transf	1187072797	Server Migration	001-421.0000.66041	9,160.07
		1187114198	CAD/RMS system	001-421.0000.67020	282,181.88
N001	Napa Auto Parts				
APMWB	Check	3688-272596	Die grinder for shop	001-421.0000.67090	184.68
		3688-274681	Wiper blades and oil filters - stock	001-421.0000.67100	98.65
		3688-272998	Batteries for Rescue 1	001-421.0000.67100	939.96
		3688-275556	Brakes - PFPD123	001-421.0000.67100	237.14
		3688-271545	Floor mats - PFPD152	001-421.0000.67100	119.84
		3688-274494	CV Axle - PFPD142	001-421.0000.67100	73.29
		3688-270777	Credit for returned items	001-421.0000.67100	-175.00
		3688-272624	Serpentine belt - PFPD163	001-421.0000.67100	41.78
		3688-274892	Wiper blades - stock	001-421.0000.67100	105.92
		3688-275720	Serpentine belt - PFPD109	001-421.0000.67100	39.75
		3688-274682	Wiper blades - stock	001-421.0000.67100	40.47
		3688-273480	Wiper blades - PFPD84	001-421.0000.67100	29.37
		3688-273248	Core Deposits	001-421.0000.67100	-36.00
N2365	Northwest Paint & Body				
APMWB	Check	24-01/15366	Vehicle repair PFPD137	001-421.0000.67170	3,990.54
V040	ODP Business Solutions				
APMWB	Check	350397318001	Office supplies- PD	001-421.0000.63060	209.86
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	50102	Applicant testing	001-421.0000.62040	75.00
VEN14915	Police Legal Sciences, Inc				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN04570	Check	12384	Dispatch Pro 12 Lesson Package	001-421.0000.64020	2,040.00
APMWB P4384	Check	43224	Push bumper repair kit - PFPD142	001-421.0000.67100	252.34
APMWB VEN14817	Check	520003CR	inv 520003 pd twice we took credit they iss re	001-421.0000.67020	908.25
APMWB	Check	3821	New employee evaluation	001-421.0000.62040	450.00
VEN14880	Check	4139	Applicant evaluation	001-421.0000.64020	450.00
APMWB R1541	Check	2024-2	Patrol applicant testing	001-421.0000.62040	225.00
APMWB	Check	5068680196	PD Copier Lease	001-421.0000.66050	80.49
		5068725044	PD Copy fees	001-421.0000.66050	148.56
		5068724165	PD Copy fees - Records	001-421.0000.66050	70.55
S0760	Seltice Laundry				
APMWB S275	Check	8/109	VOP car wash	001-421.0000.67170	7.31
APMWB	Check	49177	Rockchip repair - PFPD141	001-421.0000.67170	39.95
		49679	Window tint - PFPD138	001-421.0000.67170	50.00
VEN12205	SpectraSite Communications, LLC				
APMWB VEN14576	Check	4457471	Herborn tower rental	001-421.0000.62040	653.22
APMWB VEN07714	Check	228876901010124	Substation Internet	001-421.0000.65030	114.99
APMWB	Electronic Funds Transf	INV/2024/01/0802	Uniform jackets - Owens/Howard	001-421.4000.72000	72.08
		INV/2024/01/0629	Uniform pants - Larson	001-421.4000.72000	73.90
		INV/2024/01/0726	Patrol badge	001-421.4000.72000	132.49
VEN03255	Ziply Fiber				
APMWB	Check	208-197-1263-0426	PD Intrastate Access	001-421.0000.65030	616.00
		208-197-1699-0602	PD Internet	001-421.0000.65030	312.00
		208-710-0197-1010	Substation Space Rent	001-421.0000.65030	163.50
		208-197-0075-0408	PD phones	001-421.0000.65030	1,150.50
Dept 421 Total:					353,934.23
Dept: 423 Oasis					
VEN02102	Stevens, Randi M.				
APMWB	Electronic Funds Transf	811	VSU Group counseling	001-423.1153.68400	920.00
		812		001-423.1153.68400	410.00
		810	VSU group counseling	001-423.1153.68400	736.00
U0010	ULINE				
APMWB VEN14919	Check	172628237	File cabinets for ICAC office	001-423.1135.67020	1,334.76
APMWB	Check	122023	VSU client legal assistance	001-423.1153.68400	1,495.00
Dept 423 Total:					4,895.76
Dept: 424 Legal					
V040	ODP Business Solutions				
APMWB	Check	347372460001	Office Supplies- Legal	001-424.0000.63060	6.79
		345210542001	Return on caluculator from INV 3473724600	001-424.0000.63060	-6.79
		347372460001	Office Supplies- Legal	001-424.0000.63060	3.99
				001-424.0000.66060	242.48
T104	Tint Works				
APMWB	Check	25227	Tinting HR conference room window	001-424.0000.66060	150.00
Dept 424 Total:					396.47
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0076406	PD Fuel	001-427.0000.64030	232.15
Dept 427 Total:					232.15
Dept: 431 Streets					

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
A365	American On-Site Services				
APMWB	Check	490237	November 2022 - Streets PortaJohn Cleanout	001-431.0000.68130	63.60
		17120	November 2023 - Streets PortaJohn Cleanout	001-431.0000.68130	78.00
		496822	January 2023 - Streets PortaJohn clean out	001-431.0000.68130	82.68
VEN02994	Grimco				
APMWB	Electronic Funds Transf	31882308-01	36"x50yd Black vinyl	001-431.0000.63260	274.45
VEN01373	Intermountain Sign & Safety				
APMWB	Check	18129	Aluminum Blanks and Orange reflective vinyl	001-431.0000.63260	1,147.50
		18200	36" Square Aluminum Sign Blanks	001-431.0000.63260	324.00
		18171	30x6 Aluminum Blanks	001-431.0000.63260	45.00
		18129	Aluminum Blanks and Orange reflective vinyl	001-431.0000.63260	832.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	937765	Elasti-Patch Mix	001-431.0000.68090	986.59
VEN01329	iWorQ Systems				
APMWB	Check	202360	iWorq Software Management Feb24-Jan25	001-431.0000.66016	2,115.00
L109	Lowe's Credit Services				
APMWB	Check	994992-MEYFEI	Drawers & utility knives	001-431.0000.68010	91.59
N0991	Norco Inc				
APMWB	Check	39637652	Gloves - stock	001-431.0000.63110	48.19
P410	Post Falls Highway District				
APMWB	Check	1918	December 2023 Mag Use	001-431.0000.68080	10,384.59
R251	Serights Ace Hardware				
APMWB	Check	351487/1	Disposable Gloves	001-431.0000.63110	40.29
		350767/1	Blades	001-431.0000.63260	25.29
		350833/1	Xylene Solvent	001-431.0000.63260	25.19
		351277/1	Propane	001-431.0000.63260	21.17
		351388/1	Nuts & Bolts	001-431.0000.63260	2.80
		350887/1	Socket Adapter	001-431.0000.67090	5.39
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240093060-00	Nuts & Bolts for Sign Shop	001-431.0000.63260	85.18
T1195	Traffic Safety Supply Co, Inc.				
APMWB	Check	INV066283	Band-it Bands and tool	001-431.0000.67090	564.50
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354110-17	Spokane Street Rehab Welch Invoice Decen	001-431.1811.95040	307.50
Dept 431 Total:					17,550.50
Dept: 433 Facility Maintenance					
G098	Grainger				
APMWB	Check	9964391776	duct fan for frozen pipe/PW	001-433.0000.63730	70.43
N0991	Norco Inc				
APMWB	Check	39336079	Late fee on 38985238	001-433.0000.68010	14.62
P310	Platt Electric Supply				
APMWB	Check	5z74378	batteries	001-433.0000.63730	243.26
S0760	Seltice Laundry				
APMWB	Check	8/106	laundry service	001-433.0000.63160	28.27
		8/104		001-433.0000.63160	50.29
		8/105		001-433.0000.63160	32.47
		8/103		001-433.0000.63160	24.12
R251	Serights Ace Hardware				
APMWB	Check	351072/1	heat gun	001-433.0000.63730	28.79
		350726-1	tarp and bungees for damaged car	001-433.0000.63730	21.58
		351085/1	Frozen water supplies/PW	001-433.0000.63730	11.24
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	515108	paper supplies	001-433.0000.63140	453.55
		514911	power cord	001-433.0000.63150	27.57
		CR514911	cord return	001-433.0000.63150	-27.57
		CM514737	lime away return	001-433.0000.63150	-23.97
		515111	cleaning supplies	001-433.0000.63150	180.23
		514737	cleaning supplies CH&PD	001-433.0000.63150	23.97
Dept 433 Total:					1,158.85

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 434 Fleet Maintenance							
A1395	Advanced Compressor & Hose Inc						
APMWB	Check		94530	Hose & fittings - S210	001-434.0000.63011	21.02	
A497	Arrow Construction Supply, Inc						
APMWB	Check		391534	Crafco crack sealer ss125	001-434.0000.90010	55,529.00	
VEN14736	Cintas Corporation No. 3						
APMWB	Check		4180114381	Laundry & Rugs	001-434.0000.63160	92.41	
			4180839204		001-434.0000.63160	92.41	
			4179400899	Laundry & Rug Service	001-434.0000.63160	92.41	
VEN01237	Custom Truck						
APMWB	Check		176209	Spray in Bed Liner - P135	001-434.0000.90010	800.00	
			176207	Spray in Bed Liner - W121	001-434.0000.90010	800.00	
			176208	Spray in Bed Liner - P134	001-434.0000.90010	800.00	
			176210	Spray in Bed Liner - P136	001-434.0000.90010	800.00	
VEN03826	FMI Equipment						
APMWB	Check		SPK-1008732	Pulleys - P470	001-434.0000.63012	66.99	
F145	Freightliner Northwest- Spokane						
APMWB	Check		PC001604865 01	Block Heater - S215	001-434.0000.63011	116.22	
			M001001033	S222 2024 Freightliner 114SD Single Axle	001-434.0000.90010	320,993.79	
VEN01329	iWorQ Systems						
APMWB	Check		202360	iWorq Software Management Feb24-Jan25	001-434.0000.66016	2,115.00	
K080	Knudtsen Chevrolet and GMAC						
APMWB	Check		5001259	plugs - UF103	001-434.0000.63012	20.00	
VEN14015	Midway Hyundai						
APMWB	Check		175007	B102 repair from breakin.	001-434.0000.67170	2,016.93	
N001	Napa Auto Parts						
APMWB	Check		3688-274586	Radiator Hose - S119	001-434.0000.63011	58.80	
			3688-275430	Filters - Stock Order	001-434.0000.63011	74.15	
			3688-276127	Coolant Level Sensor - S122	001-434.0000.63011	20.63	
			3688-274664	Brakes returned	001-434.0000.63011	-286.04	
			3688-275121	Hyd Fluid - stock	001-434.0000.63011	278.76	
			3688-275122	Hydraulic Fluid	001-434.0000.63011	696.91	
			3688-274592	Belts & Brakes - S119	001-434.0000.63011	620.40	
			3688-275690	Battery Cable - F101	001-434.0000.63011	369.00	
			3688-273248	Core Deposits	001-434.0000.63012	-9.00	
			3688-275574	Fuel Filter - P476	001-434.0000.63012	7.17	
			3688-273769	V-Belt - P470	001-434.0000.63012	14.39	
			3688-275121	Hyd Fluid - stock	001-434.0000.63012	278.76	
			3688-275430	Filters - Stock Order	001-434.0000.63012	74.15	
			3688-273474	filters/Radiator hose - P123	001-434.0000.63012	85.44	
			3688-273159	Cabin Air Filter - fleet stock	001-434.0000.63013	27.77	
			3688-275430	Filters - Stock Order	001-434.0000.63013	74.15	
			3688-275121	Hyd Fluid - stock	001-434.0000.63013	139.39	
			3688-273283	Air Filter - B108	001-434.0000.63013	15.56	
			3688-275031	Snow Brush - F116	001-434.0000.67090	58.38	
			3688-274886	tools - Fleet	001-434.0000.67090	249.81	
			3688-274885	Orange Nitrile Gloves	001-434.0000.67120	204.20	
P1001	Pape Machinery						
APMWB	Check		15004401	Operation & Repair Manuals - S348	001-434.0000.90010	609.14	
			15004408	Operation & Repair Manuals - C303	001-434.0000.90010	805.70	
VEN02451	Parker Toyota						
APMWB	Check		317072	Floor liners - Corolla Cross	001-434.0000.90010	615.00	
R251	Serights Ace Hardware						
APMWB	Check		351365/1	Sheet metal screws	001-434.0000.63011	10.94	
			351340/1	sheet metal screws	001-434.0000.63012	6.33	
			350839/1	nuts & bolts	001-434.0000.63012	6.60	
			351348/1		001-434.0000.63012	51.46	
			350834/1	nuts & Bolts	001-434.0000.63013	3.30	
			351263/1	Damprid Tubs	001-434.0000.67090	8.26	
			351188/1	Grain Scoop	001-434.0000.67090	26.99	
			351143/1	Snow Pusher 30" shovel	001-434.0000.67090	58.49	

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN13988	APMWB Check			350958/1	Heat Cable - Fleet	001-434.0000.68010	52.68
	Tacoma Screw Products, Inc						
T106	APMWB Check			240093061-00	Nuts & Bolts - Fleet Stock	001-434.0000.63011	101.67
	Titan Truck Equipment						
	APMWB Check			1363024	Box Vent - Stock	001-434.0000.63011	27.61
				1360789CM	Refund of inv# 1360789	001-434.0000.63011	-747.49
				1363719	P134 - Install of Adj Channel mount and defl	001-434.0000.90010	2,187.67
VEN13987	Western Peterbilt, LLC						
W180	APMWB Check			027P8451	Cap nuts - inner & outer - S233	001-434.0000.63011	31.96
	Western States Equipment						
	APMWB Check			CM00161391	Return of wiring harness - S346	001-434.0000.63011	-392.37
				IN002663259	Oil for Loader 3	001-434.0000.63011	709.48
Dept 434 Total:							391,582.38
Dept: 441 Urban Forestry							
A497	Arrow Construction Supply, Inc						
N001	APMWB Check			391561	Gal Culvert Installation	001-441.0000.62040	1,038.09
	Napa Auto Parts						
V040	APMWB Check			3688-272467	Replacement Fuel Cap	001-441.0000.67010	6.43
	ODP Business Solutions						
	APMWB Check			349394284001	Office Supplies-Building	001-441.0000.63060	16.39
				349394750001	Office Supplies- UF	001-441.0000.63060	39.96
Dept 441 Total:							1,100.87
Dept: 443 Parks							
A365	American On-Site Services						
	APMWB Check			C105	Payable 521683 processed from Inv 521682	001-443.0000.65050	-27.00
				534949	White Pine Portable	001-443.0000.65050	10.50
				526038	Black Bay Portables	001-443.0000.65050	78.00
				473792	Grey Water Removal	001-443.0000.65050	160.00
				C106	Overpmt of Inv 525744	001-443.0000.80150	-331.60
				C110	State Tax Refund Inv 525744-526449	001-443.0000.80150	-51.91
A4900	Architectural Hardware, Inc.						
A017	APMWB Check			69717Z	Doors & Frames to fit mag locks	001-443.0000.94180	2,830.00
	A-Tec, Inc.						
B120	APMWB Check			6169	Mag lock install at Chase Park	001-443.0000.94180	11,310.70
	Big Country Communications						
VEN14866	APMWB Check			21664	Reprogram Radios	001-443.0000.62180	400.00
	CDN Fence Company LLC						
C180	APMWB Check			509697	Fence for 489 Corbin Property	001-443.0000.63530	7,110.00
	Central Pre Mix Concrete						
C280	APMWB Check			3244505/3257749	Received CM , also check	001-443.0000.68160	147.00
	Coeur d'Alene Power Tool						
	APMWB Check			2-253596	Tools	001-443.0000.67090	111.92
				2-253681	Variable Speed Drill Press	001-443.0000.67090	2,599.99
C360	Consolidated Supply Co.						
C410	APMWB Electronic Funds Transf			S010517427.003B	Slip Caps for Buoys	001-443.0000.67030	106.38
	Country Lock & Key, Inc.						
	APMWB Electronic Funds Transf			12669	Install Deadbolts at Chase Kiwanis & Sports	001-443.0000.62180	1,519.65
				12743	Dead bolt for Syringa	001-443.0000.94180	444.90
VEN14867	CW Signs						
	APMWB Check			1441	Decal for Depot	001-443.0000.63260	280.00
				1456	Decals for Trucks	001-443.0000.63260	35.70
VEN14466	Dog Waste Depot						
F020	APMWB Check			588411	Dog waste bags	001-443.0000.63150	1,279.90
	Fastenal Company						
	APMWB Check			IDCOE193959	Hardware for Stock	001-443.0000.67030	121.87
				IDCOE194104		001-443.0000.67030	41.53
				IDCOE194093	Return Ratchet Straps	001-443.0000.67090	-1,005.00
				IDCOE193461	Ratchet Straps	001-443.0000.67090	1,495.00
G098	Grainger						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
I110	APMWB Check			9974053481	Barricade Tape for Safety	001-443.0000.63110	96.36
	Idaho Fence Co, Inc.						
	APMWB Check			48458	Gate Repair at Parks Shop	001-443.0000.62180	200.00
				48308	Replace Gate Control Board	001-443.0000.62180	985.33
J105	J-U-B Engineers, Inc.						
L109	APMWB Electronic Funds Transf			0169305	Community Garden Project Management	001-443.0000.62040	3,000.00
	Lowe's Credit Services						
	APMWB Check			992008	Hardware for Warehouse Organization	001-443.0000.67030	146.04
				72830	Tools for P134	001-443.0000.67090	280.05
VEN14913	LuckyDog Recreation						
	APMWB Check			ID0124-4280	Woodbridge Pavilion	001-443.0000.94180	15,049.44
VEN02005	Matheus Lumber Company						
	APMWB Check			67694011	Lumber for warehouse & picnic tables	001-443.0000.68160	2,401.70
N001	Napa Auto Parts						
	APMWB Check			3688-273905	Oil absorber	001-443.0000.63150	41.60
V040	ODP Business Solutions						
	APMWB Check			349397940001	Office Supplies-Parks	001-443.0000.63060	7.56
				349401251001		001-443.0000.63060	4.09
				349397940001		001-443.0000.63060	43.13
O040	Overhead Door Company						
	APMWB Check			550097	Garage door for Mow Storage	001-443.0000.62180	1,498.50
P310	Platt Electric Supply						
	APMWB Check			4M90103	Return	001-443.0000.67030	-166.66
R1691	River City Paint & Decorating						
	APMWB Check			55410	Stain & Paint Supplies	001-443.0000.68160	57.00
				55308	Paint and Can	001-443.0000.68160	80.44
				55385	Paint Supplies for Stock & Picnic Tables	001-443.0000.68160	576.94
S050	Saturday Night Inc.						
	APMWB Electronic Funds Transf			105350	Parks Uniform Shirts & Sweatshirts	001-443.4000.72000	1,787.30
				105351	Construction Uniform Shirts	001-443.4000.72000	290.27
S0760	Seltice Laundry						
	APMWB Check			2368	Car Washes	001-443.0000.63150	27.63
				8/36	Car Wash	001-443.0000.63150	11.81
R251	Serights Ace Hardware						
	APMWB Check			351081/1	Rain-x cleaner	001-443.0000.63150	12.58
				351372/1	Hardware for Shop	001-443.0000.67030	18.32
				350977/1	Hardware for lockers	001-443.0000.67030	42.34
				350668/1	Utility pull & bag	001-443.0000.67030	31.47
				350684/1	Saw blade	001-443.0000.67090	22.49
				351338/1	Painting Supplies	001-443.0000.68160	53.90
W0226	Walter E Nelson Co						
	APMWB Electronic Funds Transf			515911	Cleaning Supplies	001-443.0000.63150	508.77
Z026	Ziegler Lumber Co #017						
	APMWB Check			617682	Insulation for Warehouse	001-443.0000.68160	1,069.80
				617680		001-443.0000.68160	213.96
				618042	Lumber for picnic table repair.	001-443.0000.68160	207.00
				623339	Lumber for Shop	001-443.0000.68160	229.60
Dept 443 Total:							57,496.29
Dept: 444 Parks - Construction							
VEN09319	Rollad Steel Products, Inc						
	APMWB Check			IN60602	Peak Cap East Lean-to	001-444.0000.94180	120.40
Dept 444 Total:							120.40
Dept: 445 Recreation							
A0071	ASCAP						
	APMWB Check			12/30/23	Music License Fees	001-445.0000.62170	934.00
VEN02320	BMI						
	APMWB Check			11278330	Music license fee	001-445.0000.62170	435.00
VEN14918	Julia Bartlett						
	APMWB Check			1/11/24	Refund for canceled Rock Climbing Class	001-445.1639.39335	156.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
N2355	Northwest Museum of Arts				
APMWB	Check	153729	Winter Camp Field Trip	001-445.0000.63080	180.00
P4835	ProPrint				
APMWB	Check	64573	Business Cards-Dehn and Wiley	001-445.0000.63060	62.00
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transfr	105250	Volleyball T-shirts	001-445.0000.63430	111.04
		105388	Holly Jolly Volleyball champ shirts	001-445.0000.63430	181.44
		105422	Basketball T-shirts	001-445.0000.63430	1,163.10
VEN02670	SESAC LLC				
APMWB	Check	10704392	Music Performance License	001-445.0000.62170	1,159.00
Dept 445 Total:					4,381.58
Dept: 450 Economic & Comm. Dev. Rev					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	01.19.24	Permit refund for work not being done	001-450.1753.38507	3,180.30
		01.12.24	Refund for building permit that is not being bi	001-450.1753.38507	1,480.95
		01.19.24	Permit refund for work not being done	001-450.1756.38501	297.00
		01.12.24	Refund for building permit that is not being bi	001-450.1756.38501	141.00
Dept 450 Total:					5,099.25
Dept: 451 Planning & Zoning					
V040	ODP Business Solutions				
APMWB	Check	350377064001	Office Supplies-Community Development	001-451.0000.63060	59.36
R1541	Ricoh USA Inc.				
APMWB	Check	5068703009	Contract Charges for C94027912/C9402791	001-451.1901.66140	46.70
Dept 451 Total:					106.06
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	92299	Utility Billing	001-452.0000.62040	50.00
V040	ODP Business Solutions				
APMWB	Check	349394284001	Office Supplies-Building	001-452.0000.63060	14.39
		350377064001	Office Supplies-Community Development	001-452.0000.63060	59.33
R1541	Ricoh USA Inc.				
APMWB	Check	5068703009	Contract Charges for C94027912/C9402791	001-452.1901.66140	46.70
Dept 452 Total:					170.42
Dept: 453 Engineering					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	01.12.24	Refund for building permit that is not being bi	001-453.1752.33501	190.00
		01.19.24	Permit refund for work not being done	001-453.1752.33501	380.00
V040	ODP Business Solutions				
APMWB	Check	350377064001	Office Supplies-Community Development	001-453.0000.63060	59.33
R1541	Ricoh USA Inc.				
APMWB	Check	5068703009	Contract Charges for C94027912/C9402791	001-453.1901.66140	46.72
Dept 453 Total:					676.05
Dept: 481 Capital Improvements/Contracts					
A281	Allied Fire & Security				
APMWB	Check	1438736	City Hall Fire Services: 1/1/2024 to 3/31/202	001-481.0000.68390	188.49
VEN12372	Bernardo/Wills Architects, PC				
APMWB	Check	24259	City Hall Remodel Bernardo Invoice Decemb	001-481.0000.62040	15,941.50
Dept 481 Total:					16,129.99
Fund 001 Total:					879,300.59
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Electronic Funds Transfr	304295	January 2024 Consulting fee	003-482.0000.62040	2,500.00
A6000	Rehn & Associates, Inc.				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			INV-00200507	COBRA Notices 12/2024	003-482.0000.62160	100.00
R1249	Uprise Health						
APMWB	Check			284325	Jan 2024 - Mar 2024 EAP services	003-482.4000.73000	1,647.75
Dept 482 Total:							4,247.75
Fund 003 Total:							4,247.75
Fund: 007 - DRUG SEIZURE PROGRAM							
Dept: 425 Drug Seizure Program							
K08222	Kootenai Animal Hospital						
APMWB	Check			887987890	K9 Loki vet services	007-425.0000.62040	1,165.09
Dept 425 Total:							1,165.09
Fund 007 Total:							1,165.09
Fund: 017 - ANNEXATION FEES							
Dept: 410 General Government Services							
VEN06558	ARCHITERRA HOMES						
APMWB	Check			01.12.24	Refund for building permit that is not being b	017-410.1440.39105	1,000.00
				01.19.24	Permit refund for work not being done	017-410.1440.39105	2,000.00
Dept 410 Total:							3,000.00
Fund 017 Total:							3,000.00
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES							
Dept: 428 Kootenai Fire/EMS Impact Fees							
VEN06558	ARCHITERRA HOMES						
APMWB	Check			01.19.24	Permit refund for work not being done	034-428.2015.38202	2,488.00
				01.12.24	Refund for building permit that is not being b	034-428.2015.38202	1,244.00
				01.19.24	Permit refund for work not being done	034-428.2016.38203	272.00
				01.12.24	Refund for building permit that is not being b	034-428.2016.38203	136.00
Dept 428 Total:							4,140.00
Fund 034 Total:							4,140.00
Fund: 035 - PUBLIC SAFETY IMPACT FEES							
Dept: 420 Public Safety Impact Fees							
VEN06558	ARCHITERRA HOMES						
APMWB	Check			01.12.24	Refund for building permit that is not being b	035-420.2002.38204	1,260.00
				01.19.24	Permit refund for work not being done	035-420.2002.38204	2,520.00
Dept 420 Total:							3,780.00
Fund 035 Total:							3,780.00
Fund: 037 - STREETS IMPACT FEES							
Dept: 431 Streets							
VEN06558	ARCHITERRA HOMES						
APMWB	Check			01.19.24	Permit refund for work not being done	037-431.2003.38205	6,348.00
				01.12.24	Refund for building permit that is not being b	037-431.2003.38205	3,174.00
				01.19.24	Permit refund for work not being done	037-431.2003.38206	2,774.00
				01.12.24	Refund for building permit that is not being b	037-431.2003.38206	1,387.00
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			Inv #0169372	Inv #0169372 - Transportation Master Plan	037-431.0000.80290	26,360.00
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transf			Inv #41354090-022	Inv #41354090-022 Chase Rd BNSF RR-Xir	037-431.0000.95136	12,927.60
Dept 431 Total:							52,970.60
Fund 037 Total:							52,970.60
Fund: 038 - PARKS IMPACT FEES							
Dept: 443 Parks							

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
VEN06558	ARCHITERRA HOMES				
APMWB	Check	01.19.24	Permit refund for work not being done	038-443.2004.38303	12,888.00
		01.12.24	Refund for building permit that is not being bi	038-443.2004.38303	6,444.00
VEN12724	Civitas, Inc				
APMWB	Check	26490	Black Bay Master Plan	038-443.0000.94070	1,350.69
		26489		038-443.0000.94070	935.00
Dept 443 Total:					21,617.69
Fund 038 Total:					21,617.69
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	136427	Biosolids Grab #5 & 6	650-463.0000.68360	240.00
		136393	Biosolids 3 & 4	650-463.0000.68360	240.00
		136464	Biosolids Grab # 7	650-463.0000.68360	120.00
		136238	Jan 2024 Monthly Comps	650-463.0000.68360	650.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	94351	Gorilla Tape, Pipe Sealant, Bushing	650-463.0000.68025	25.12
		94531	50' Fire Hose	650-463.0000.68025	585.40
A424	Anatek Labs, Inc.				
APMWB	Check	2401080	BLM @ Corbin Park	650-463.0000.68360	330.00
VEN06558	ARCHITERRA HOMES				
APMWB	Check	01.19.24	Permit refund for work not being done	650-463.3305.39630	120.00
		01.12.24	Refund for building permit that is not being bi	650-463.3305.39630	60.00
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	210756-23	Community Forest Dec 1st-Dec31st	650-463.0000.62040	3,650.00
VEN03129	Barr Tech LLC				
APMWB	Check	9373	Bio Solids Disposal Dec 2023 22 Loads	650-463.0000.62150	50,864.70
C291	Coeur d' Alene Press				
APMWB	Check	0000018468-01102	Industrial Pretreatment 2023 Publication	650-463.0000.68360	46.50
C3090	Columbia Electric Supply				
APMWB	Check	1120-1016299	LMP Key	650-463.0000.68010	425.00
F020	Fastenal Company				
APMWB	Check	IDCOE193270	Treatment Plant Supplies	650-463.0000.68025	230.65
G098	Grainger				
APMWB	Check	9954112729	Underbody Truck Box, Drill Set, Pry Bar, Soc	650-463.0000.67090	662.73
		9948132205	Screwdriver Set	650-463.0000.67090	83.85
G100	Granich Engineering				
APMWB	Check	BI-0368248	RAS pump cover plate	650-463.0000.68025	4,767.21
I2731	Inland Environmental Resources				
APMWB	Electronic Funds Transf	2024-5057	Mag Deliveries	650-463.0000.63008	6,973.20
		2023-1683	PINION GEAR KIT, M5 PG10333-K	650-463.0000.68025	466.48
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0169492	Biosolids Hopper Improvements Dec 2023	650-463.3125.95520	656.50
N001	Napa Auto Parts				
APMWB	Check	3688-273183	Wipers Truck T114	650-463.0000.67170	25.23
		3688-274928	Gauge & Extension	650-463.0000.68025	93.54
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5175297	Electrode Storage Solution	650-463.0000.63400	106.16
VEN14559	One Call Concepts, Inc				
APMWB	Check	3125023	WW & Water December Locates	650-463.0000.62320	179.59
P310	Platt Electric Supply				
APMWB	Check	4R47699	Fluk Electrical Tester	650-463.0000.67090	431.97
Q001	Quality Control Services Inc.				
APMWB	Check	73316	Membrane Kits	650-463.0000.63400	458.85
R251	Serights Ace Hardware				
APMWB	Check	350710/1	Plant Supplies	650-463.0000.67090	197.56
		350511/1	WWTP Shop Supplies	650-463.0000.68025	113.89
		350548/1	Turnbuckle, Bolts	650-463.0000.68025	32.08
		351100/1	Shop Supplies	650-463.0000.68025	20.49

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	351285/1	Shop Supplies	650-463.0000.68025	13.28
				351080/1		650-463.0000.68025	48.74
				350758/1	18-8 FLAT WASH 3/8	650-463.0000.68025	7.92
U145	USABlue Book						
		APMWB	Check	INV00231388	Lab Supplies	650-463.0000.63400	421.00
				INV00232126	centrifuge	650-463.0000.63400	1,726.67
				INV00237635	Fiber Glass Filter	650-463.0000.63400	382.30
W0226	Walter E Nelson Co						
		APMWB	Electronic Funds Transf	515815	Lab Supplies	650-463.0000.63400	486.44
				516024	LITHIUM BATTERIES	650-463.0000.63400	74.88
W095	Welding Fabrication Services						
		APMWB	Check	24702	Rebuild Seal Surface Splined & Keyed Stub	650-463.0000.68025	220.00
Dept 463 Total:							76,237.93
Dept: 466 Wastewater - Collections							
A1395	Advanced Compressor & Hose Inc						
		APMWB	Check	94538	WWTP Shop Supplies	650-466.0000.63330	126.21
				94343	Service Truck Tools	650-466.0000.67090	167.35
C3090	Columbia Electric Supply						
		APMWB	Check	1120-1015436	Idaline VFD	650-466.3104.68400	4,065.53
C410	Country Lock & Key, Inc.						
		APMWB	Electronic Funds Transf	12697	WWTP Keys	650-466.0000.63006	49.95
VEN06594	Kootenai County Utilities Council						
		APMWB	Check	1.2.2024	2024 KCUC Annual Dues	650-466.0000.62320	10.00
N001	Napa Auto Parts						
		APMWB	Check	3688-272428	3pc Truck Mats for Truck T121	650-466.0000.63330	27.92
				3688-273975	Wiper Blades & Washer Fluid Truck T-112	650-466.0000.67170	37.60
				3688-275587	Hydraulic Oil for T205	650-466.0000.67170	135.78
				3688-273982	Wiper Blade Exchange	650-466.0000.67170	-4.50
N130	North Coast Electric Company						
		APMWB	Check	S013143263.001	Starter/Contactor Auxiliary Contact Kit	650-466.0000.68021	194.45
				S013142869.001		650-466.0000.68021	98.47
O050	Oxarc Inc.						
		APMWB	Electronic Funds Transf	0031974972	25PPM H2S/50PPM	650-466.0000.63110	250.00
P180	Perfection Tire						
		APMWB	Check	1068671	Full service oil change Trk# T112	650-466.0000.67170	58.12
R251	Serights Ace Hardware						
		APMWB	Check	350656/1	Power Cord, Receptacle White 20A	650-466.0000.63006	16.18
				351104/1	Tapcube for Sysco LS	650-466.0000.63006	7.01
				350669/1	Flashlight & Charger, Head lamp	650-466.0000.63110	135.86
				350816/1	Wrench Tap & 10MM Tap	650-466.0000.67090	21.58
W180	Western States Equipment						
		APMWB	Check	IN002647478	TROUBLESHOOT - GENERATOR D175	650-466.0000.62040	501.80
Dept 466 Total:							5,899.31
Dept: 468 Wastewater - Surface Water							
H1957	Horizon						
		APMWB	Electronic Funds Transf	2S202263	Brass Ball Valve Threaded, 13"x20x6 Black I	650-468.0000.68380	195.18
W090	Welch Comer & Associates, Inc.						
		APMWB	Electronic Funds Transf	41354150-002	Wide River Stormwater Welch Invoice Decer	650-468.0000.62040	4,226.72
Dept 468 Total:							4,421.90
Fund 650 Total:							86,559.14
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP							
Dept: 463 Wastewater Operating							
VEN06558	ARCHITERRA HOMES						
		APMWB	Check	01.12.24	Refund for building permit that is not being bi	651-463.3308.38625	7,843.00
				01.19.24	Permit refund for work not being done	651-463.3308.38625	15,686.00
J105	J-U-B Engineers, Inc.						
		APMWB	Electronic Funds Transf	0169561	WRF FPS Consulting Service Dec 2023	651-463.3209.95500	12,090.75

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	0169495	Tertiary Upgrade JUB Invoice December 202	651-463.3213.90015	123,556.17
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354130-011	Lundy Waterline Ext. Welch Invoice Decemb	651-463.6505.95520	285.00
Dept 463 Total:					159,460.92
Fund 651 Total:					159,460.92

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	01.19.24	Permit refund for work not being done	652-463.3308.38624	6,519.74
		01.12.24	Refund for building permit that is not being b	652-463.3308.38624	3,259.87
		01.19.24	Permit refund for work not being done	652-463.3308.38626	1,637.34
		01.12.24	Refund for building permit that is not being b	652-463.3308.38626	818.67
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	200143-44	Ponderosa LS Ardurra Invoice December 20	652-463.3214.95520	1,072.50
		210583-23	Bentley LS Ardurra Invoice December 2023	652-463.3230.95520	5,623.75
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354140-009	Fisher Lift Station Relocation Nov19th -Dec1	652-463.3232.95520	412.00
		41354120-020	Corbin LS Welch Invoice December 2024	652-463.3234.95520	2,740.00
Dept 463 Total:					22,083.87
Fund 652 Total:					22,083.87

Fund: 700 - SANITATION

Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	37963B	Wood Waste	700-461.0000.65050	802.00
		37387CM	Invoice 37387 overcharged 540.00	700-461.0000.65050	-540.00
		37927	Wood Waste	700-461.0000.65050	142.00
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	2261678	Trailhead Dumpster	700-461.0000.65050	47.00
P4835	ProPrint				
APMWB	Check	64589	Magnetic Recycling Calendars	700-461.0000.62041	499.00
Dept 461 Total:					950.00
Fund 700 Total:					950.00

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	136362	Coliform Presence/Absence	750-462.0000.68360	150.00
		136304		750-462.0000.68360	210.00
		135873	Water Testing	750-462.0000.68360	1,525.00
B0690	Batteries Plus				
APMWB	Check	P69326034	Sensus Handheld Reader Battery	750-462.0000.63280	157.98
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transf	1482719	IR Cable holder & Actisys IR Raw Comm Cal	750-462.0000.63280	1,580.00
G098	Grainger				
APMWB	Check	9967257586	Die Grinder & Battery 5.0 AH 18VDC	750-462.0000.63280	299.04
		9966748452	CORDLESS CUTOFF TOOL,9" SIZE,18.0V	750-462.0000.67090	1,114.90
		9952200716	Compact Impact Wrench, Battery & Charger	750-462.0000.67090	894.16
		9967257586	Die Grinder & Battery 5.0 AH 18VDC	750-462.0000.67090	324.28
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0169795	Well House 4 Replacement Dec 2023	750-462.3227.95550	18,368.00
VEN06594	Kootenai County Utilities Council				
APMWB	Check	1.2.2024	2024 KCUC Annual Dues	750-462.0000.62060	10.00
VEN14559	One Call Concepts, Inc				
APMWB	Check	3125023	WW & Water December Locates	750-462.0000.62320	179.60
R251	Serights Ace Hardware				
APMWB	Check	351290/1	TORCH KIT	750-462.0000.63280	67.49

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	351053/1	Insulate for Meter Box	750-462.0000.63280	64.78
		350773/1	Screw	750-462.0000.63280	0.33
		351262/1	CREDIT RETURN INSULATE	750-462.0000.63280	-32.39
		351261/1	INSULATE REFLECT IX2X25	750-462.0000.63280	97.17
		351129/1	Torch Kit, Shovel & Propane	750-462.0000.63280	177.81
		351163/1	Grain Poly #12 & AA Batteries	750-462.0000.63280	65.84
		350835/1	HOLE SAW W/ARBOR 2	750-462.0000.67090	17.99
T106	Titan Truck Equipment				
APMWB	Check	1357303	W121 service body and lumber rack	750-462.0000.90040	19,019.50
VEN10057	USC Foundation				
APMWB	Check	20540	Renewal Membership 2024	750-462.0000.64020	262.25
W095	Welding Fabrication Services				
APMWB	Check	24682	Replace Gate Springs	750-462.0000.68010	562.31
Dept 462 Total:					45,116.04
Fund 750 Total:					45,116.04
Report Total:					1,284,391.69



Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.62060	1,000.00
	001-412.0000.66014	1,026.87
	001-414.0000.62091	12,100.00
	001-414.1445.62170	6,126.14
	001-414.1445.62190	4,016.33
	001-421.0000.62040	10,915.11
	001-421.0000.62060	500.00
	001-421.0000.62370	100.00
	001-421.0000.63060	209.86
	001-421.0000.64020	3,825.50
	001-421.0000.64030	4,219.36
	001-421.0000.65030	4,075.37
	001-421.0000.66041	9,160.07
	001-421.0000.66043	3,888.46
	001-421.0000.66044	649.62
	001-421.0000.66050	299.60
	001-421.0000.67020	284,318.03
	001-421.0000.67090	184.68
	001-421.0000.67100	1,939.51
	001-421.0000.67170	6,072.94
	001-421.0000.67310	18,762.50
	001-421.0000.68010	844.62
	001-421.0000.68030	1,505.00
	001-421.4000.72000	2,326.72
	001-421.4000.72020	137.28
	001-423.1135.67020	1,334.76
	001-423.1153.68400	3,561.00
	001-424.0000.63060	3.99
	001-424.0000.66060	392.48
	001-427.0000.64030	232.15
	001-431.0000.63110	88.48
	001-431.0000.63260	2,782.58
	001-431.0000.66016	2,115.00
	001-431.0000.67090	569.89
	001-431.0000.68010	91.59
	001-431.0000.68080	10,384.59
	001-431.0000.68090	986.59
	001-431.0000.68130	224.28
	001-431.1811.95040	307.50
	001-433.0000.63140	453.55
	001-433.0000.63150	180.23
	001-433.0000.63160	135.15
	001-433.0000.63730	375.30
	001-433.0000.68010	14.62
	001-434.0000.63011	1,711.65
	001-434.0000.63012	602.29
	001-434.0000.63013	260.17
	001-434.0000.63160	277.23
	001-434.0000.66016	2,115.00
	001-434.0000.67090	401.93
	001-434.0000.67120	204.20
	001-434.0000.67170	2,016.93
	001-434.0000.68010	52.68
	001-434.0000.90010	383,940.30
	001-441.0000.62040	1,038.09
	001-441.0000.63060	56.35

001-441.0000.67010	6.43
001-443.0000.62040	3,000.00
001-443.0000.62180	4,603.48
001-443.0000.63060	54.78
001-443.0000.63110	96.36
001-443.0000.63150	1,882.29
001-443.0000.63260	315.70
001-443.0000.63530	7,110.00
001-443.0000.65050	221.50
001-443.0000.67030	341.29
001-443.0000.67090	3,504.45
001-443.0000.68160	5,037.34
001-443.0000.80150	-383.51
001-443.0000.94180	29,635.04
001-443.4000.72000	2,077.57
001-444.0000.94180	120.40
001-445.0000.62170	2,528.00
001-445.0000.63060	62.00
001-445.0000.63080	180.00
001-445.0000.63430	1,455.58
001-445.1639.39335	156.00
001-450.1753.38507	4,661.25
001-450.1756.38501	438.00
001-451.0000.63060	59.36
001-451.1901.66140	46.70
001-452.0000.62040	50.00
001-452.0000.63060	73.72
001-452.1901.66140	46.70
001-453.0000.63060	59.33
001-453.1752.33501	570.00
001-453.1901.66140	46.72
001-481.0000.62040	15,941.50
001-481.0000.68390	188.49
Fund 001 Total:	879,300.59
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.62160	100.00
003-482.4000.73000	1,647.75
Fund 003 Total:	4,247.75
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	1,165.09
Fund 007 Total:	1,165.09
017 - ANNEXATION FEES	
017-410.1440.39105	3,000.00
Fund 017 Total:	3,000.00
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.2015.38202	3,732.00
034-428.2016.38203	408.00
Fund 034 Total:	4,140.00
035 - PUBLIC SAFETY IMPACT FEES	
035-420.2002.38204	3,780.00
Fund 035 Total:	3,780.00
037 - STREETS IMPACT FEES	
037-431.0000.80290	26,360.00
037-431.0000.95136	12,927.60
037-431.2003.38205	9,522.00
037-431.2003.38206	4,161.00
Fund 037 Total:	52,970.60
038 - PARKS IMPACT FEES	
038-443.0000.94070	2,285.69
038-443.2004.38303	19,332.00
Fund 038 Total:	21,617.69
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	3,650.00
650-463.0000.62150	50,864.70
650-463.0000.62320	179.59

650-463.0000.63008	6,973.20
650-463.0000.63400	3,656.30
650-463.0000.67090	1,376.11
650-463.0000.67170	25.23
650-463.0000.68010	425.00
650-463.0000.68025	6,624.80
650-463.0000.68360	1,626.50
650-463.3125.95520	656.50
650-463.3305.39630	180.00
650-466.0000.62040	501.80
650-466.0000.62320	10.00
650-466.0000.63006	73.14
650-466.0000.63110	385.86
650-466.0000.63330	154.13
650-466.0000.67090	188.93
650-466.0000.67170	227.00
650-466.0000.68021	292.92
650-466.3104.68400	4,065.53
650-468.0000.62040	4,226.72
650-468.0000.68380	195.18
Fund 650 Total:	86,559.14
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3209.95500	12,090.75
651-463.3213.90015	123,556.17
651-463.3308.38625	23,529.00
651-463.6505.95520	285.00
Fund 651 Total:	159,460.92
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3214.95520	1,072.50
652-463.3230.95520	5,623.75
652-463.3232.95520	412.00
652-463.3234.95520	2,740.00
652-463.3308.38624	9,779.61
652-463.3308.38626	2,456.01
Fund 652 Total:	22,083.87
700 - SANITATION	
700-461.0000.62041	499.00
700-461.0000.65050	451.00
Fund 700 Total:	950.00
750 - WATER OPERATING	
750-462.0000.62060	10.00
750-462.0000.62320	179.60
750-462.0000.63280	2,478.05
750-462.0000.64020	262.25
750-462.0000.67090	2,351.33
750-462.0000.68010	562.31
750-462.0000.68360	1,885.00
750-462.0000.90040	19,019.50
750-462.3227.95550	18,368.00
Fund 750 Total:	45,116.04
Report Total:	1,284,391.69

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Idaline Lift Station Pump Replacement

ITEM AND RECOMMENDED ACTION:

Council approves and authorizes the Mayor to sign the quote from Whitney Equipment Company for a replacement pump for the Idaline Lift Station.

DISCUSSION:

The Idaline Lift Station services western Post Falls and is designed as a triplex station, having three pumps. One of the three pumps at the Idaline Lift Station suffered a catastrophic failure requiring either extensive repair or replacement. Staff worked with equipment supplier Whitney Equipment on evaluating the failed pump and determining if repair or replacement would be best for the station long term. Chief Operator Adam Tate recommends full replacement rather than repair as the existing unit has been in operation for 15 years, updated pumping equipment is available as a replacement, and the cost of repairing the older pump is estimated at more than 60% of the estimate for a full replacement.

The presented contract will allow for replacement equipment to be ordered and installed, returning the station to full operational readiness.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$66,628

BUDGET CODE:

650-466.3104.68400

ATTACHMENTS:

1. Quote 41614 City of Post Falls-NP3202 Replacement Pump



16120 Woodinville-Redmond Road NE, Suite 3
Woodinville, WA 98072 Phone: (425) 486-9499

2501 Columbia Way Suite 300
Vancouver, WA 98661 Phone: (360) 694-9175

1/8/2024

Quote #: 41614 - 0

To: Post Falls, City of
Attn: Adam Tate
Email: atate@postfalls.gov
Phone:

Project Name: NP3202.095-460

The following is Whitney Equipment Company's proposal for equipment we can furnish for the above referenced project. A detailed list of the equipment and services included in this proposal is shown in the following Scope of Supply. Only items listed in the Scope of Supply are included in this proposal. This proposal is valid for 30 days from the date listed above. Please contact us to verify pricing and availability beyond 30 days as pricing and availability may vary. The conditions of sale associated with this proposal are attached.

Engineering calculations and design services are included only when specifically listed in the Scope of Supply. Field or startup services are not included unless specifically listed in the Scope of Supply. If additional field or onsite assistance is needed beyond what is included in the Scope of Supply, it can be supplied at a rate of \$193.00/hour at the job site, plus travel time and expense. Unless specifically listed in the following Scope of Supply, we do not include haulage, unloading including provision of lifting equipment, permits, bonds, insurance, installation, sales or use taxes or duties of any kind, power, chemicals, water, concrete, grout, anchor bolts, controls, wire, conduit, lights, fans, piping, valves, fittings, drains, meters, gauges, signs, safety equipment, labor, tools, field paint, lubricants, or any other items not listed as included.

Prices are firm for 30 days. Purchaser must also pay any costs incurred for additional field or onsite assistance no later than 30 days after receipt of an invoice for field or onsite services from Whitney Equipment Company.

The equipment will be coated with the manufacturers' standard preparation and coatings unless special coatings are listed in the Scope of Supply. Equipment will be prepared for shipment per the manufacturers' standard packing procedure. The purchaser is responsible for receiving all items including promptly inspecting for damage, noting damages, and filing for all missing or damaged items in a timely manner. Freight shall be standard ground or ocean freight unless otherwise listed. The purchaser is responsible for proper storage and handling of the equipment per the manufacturer's recommendations prior to installation to ensure warranty coverage. Warranty coverage shall be manufacturer's standard warranty unless specifically listed in the Scope of Supply.

This job is being handled by Stephen Clark, phone 425-686-0986. Please call if you need further information or prices.



Quote # : 41614 - 0
Quote name : NP3202 Replacement Pump
Customer name : Post Falls, City of
Salespersons name : Stephen Clark

SCOPE OF SUPPLY

Flygt 3202.095-0021 is the current replacement for the 3202.090-5127 Serial# 3202.090-0830017.

Quantity	Product / Description	Price per Unit	Total Price
1 each	32020950021 NP3202.095-460 Flygt NP3202.095 60HP, 460V, 3PH Submersible Pump with the N-460 Hard Iron Impeller, FM (Explosion Proof Rating), FLS (Fluid Leak Sensor) 6" Discharge & 50' Power Cable.	\$62,992.00	\$62,992.00
1 each	Startup & Training	\$2,250.00	\$2,250.00

Sub-Total: \$65,242.00

Freight: \$1,386.00

TOTAL: \$66,628.00

Lead Times: 14-16 Weeks

Freight Terms: FOB Factory, prepaid and added to invoice

Sales tax is not included unless specified.

Payment Terms: NET30

Sincerely,
Stephen Clark, Inside Sales
CC: Andrew Klempel, Account Manager



Quote # : **41614 - 0**
Quote name : NP3202 Replacement Pump
Customer name : Post Falls, City of
Salespersons name : Stephen Clark

Purchaser's Signature: By signing below, I certify that I am an authorized representative with the authority to enter into contracts on behalf of the company identified below, and that I accept the terms included with this proposal.

Signature

Date

Print Name and Title

BILL TO

SHIP TO

Company or Organization Bill To

Company or Organization Ship To

Bill To Address

Ship To Address

City/State/Zip

City/State/Zip

Billing Contact Name

Shipping Contact Name

Billing Contact Email

Shipping Contact Email

Billing Contact Phone Number

Shipping Contact Phone Number

PO # if applicable _____

If using a Purchase Order:

Make PO out to

Whitney Equipment Company Inc

16120 Woodinville Redmond Rd NE #3

Woodinville, WA 98072

Email: sales@weci.com



Quote # : 41614 - 0

Quote name : NP3202 Replacement Pump

Customer name : Post Falls, City of

Salespersons name : Stephen Clark

**WHITNEY EQUIPMENT CO., INC.
WOODINVILLE, WA
STANDARD CONDITIONS OF SALE**

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer to the Buyer, unless specifically altered in writing as permitted herein. Any changes may affect the quoted price. These Standard Terms and Conditions and the bid quote, purchase order, or other order form to which they are attached (the "Bid Quote") form a contract between Buyer and Seller for the sale of products described in the Bid Quote (the "Contract").

ACCEPTANCE: Submission of this Contract to Buyer constitutes Seller's offer to the Buyer and on acceptance becomes a binding contract on the terms set forth herein. Buyer's acceptance is expressly limited to the terms of this Contract. Seller rejects all terms included in any response by the Buyer to this Contract that are in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. But if a conflict arises between the terms of a purchase order first issued by Buyer and the terms of this Contract, the terms of this Contract shall take precedence.

ENTIRE AGREEMENT: The Contract comprises the entire agreement between the Buyer and the Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Contract prevails over any terms and conditions of purchase provided by Buyer, regardless of whether or when the Buyer has submitted its purchase order or such terms. In addition, implied terms and conditions from the Buyer's contracts with other entities are not valid or enforceable with respect to this Contract. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Contract.

GOVERNING LAWS: Seller will comply with all laws applicable to Seller during sale of the products. Buyer will comply with all laws applicable to Buyer during operation or use of the products. The laws of the State of Washington shall govern the validity, interpretation, and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. Assignment may be made only with written consent of both parties. Buyer shall be liable to the Seller for any attorney's fees and costs incurred by Seller in enforcing any of its rights hereunder. Unless otherwise specified, any reference to Buyer's order is for identification only.

JURISDICTION AND VENUE: Any legal suit, action or proceeding arising out of relating to this Contract shall be commenced in federal or state court located King County, Washington and Seller and Buyer (i) irrevocably submit to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and (ii) irrevocably waive (to the extent permitted by applicable law) any objection which they now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of Washington, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum.

ATTORNEYS FEES AND EXPERT COSTS: The prevailing party in any legal suit, action, or proceeding arising out of relating to the Contract shall be awarded its reasonable attorneys' fees and experts costs.

WARRANTY:

THE SELLER MAKES NO WARRANTIES ON ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUT THE BUYER SHALL RECEIVE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS CONTRACT. THE SELLER IS EXPRESSLY EXCLUDED FROM ANY WARRANTY AND ALL CHARGES, FOR LABOR, INSTALLATION, REMOVAL, REPAIR, REINSTALLATION, SHIPPING, UTILITIES, EQUIPMENT RENTAL, OTHER REQUIRED MATERIALS, OR ANY OTHER ITEMS. THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE AGAINST THE PRODUCT MANUFACTURER AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, DOWN TIME, OPERATING OR MAINTENANCE COSTS, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. BUYER SHALL FOLLOW ALL STORAGE, OPERATION, AND MAINTENANCE PROCEDURES SPECIFIED BY THE MANUFACTURER FOR WARRANTY COVERAGE, FAILURE TO FOLLOW THESE PROCEDURES INCLUDING DOCUMENTATION MAY RESULT IN LOSS OF WARRANTY COVERAGE.

TAXES: Seller does not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's, occupation or similar taxes and fees, in the Contract Price unless otherwise explicitly stated in writing. Any taxes not included in the Bid Quote will be added to the Contract Price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

PAYMENT TERMS: All quotations or proposals are in US Dollars unless explicitly stated otherwise in writing. Seller shall submit invoices for payment to Buyer for percentages of the Contract Price as described in Bid Quote. Buyer must pay all invoices submitted by Seller no later than 30 days after the date of the invoice. If the shipment is delayed by the Buyer, date of readiness for shipment shall be deemed the date of shipment for payment purposes. The Seller may require advance payment or a certificate of deposit, or may otherwise modify credit terms, should the Buyer's credit standing not meet the Seller's requirements. A service charge of 2.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties. Unless explicitly agreed upon in writing, retainage against the contract amount is not allowed. The Seller reserves the right to repossess all equipment that is not paid for in full per this Contract's payment terms.

CREDIT CARD PAYMENTS: All credit card payments will require an additional 2% surcharge in addition to the Contract Price listed in the Contract. All credit card payments over \$5000.00 require written pre-approval by the Seller prior to processing; approval is not guaranteed.

CREDIT: Buyer is required to provide all necessary credit information to Seller with each order, including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, and account and bond numbers. The Seller will determine, in its sole discretion, what is acceptable and what credit rating is required for the Seller to allow a purchase on credit.

PRICE: The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges.

Whitney Equipment Company, Inc.



Quote # : 41614 - 0

Quote name : NP3202 Replacement Pump

Customer name : Post Falls, City of

Salespersons name : Stephen Clark

STARTUP PAYMENTS: If startup services are included in this Contract, the pre-agreed upon payment amount shall be due when startup is complete. If startup is delayed more than 90 days after equipment delivery, payment for startup shall be due 90 days after equipment delivery prior to the startup occurring. Delaying in paying this portion of the contract is subject to the PAYMENT TERMS above.

SHIPMENTS AND DELIVERY: Delivery and shipping times are Seller's best estimate and do not include product approval time or order processing time. Seller is not liable for any damages, fees, costs, expenses or penalties arising from (1) loss of or damage to product in transit or (2) delays in shipping or delivery of the product, including all delays caused by an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Cost of handling and freight is only included when it is explicitly listed in this Contract.

NON-DELIVERY: The quantity of any installment of products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice respecting such products to reflect the actual quantity delivered.

APPROVALS: Buyer is responsible for obtaining approval on products from project owners and engineers. The Seller represents only those products are as described in this Contract. The Seller does not warrant that the products described will be approved or otherwise satisfactory to project owners or engineers, or that products meet project specifications. Seller does not guarantee compliance with any codes or laws unless explicitly stated in this Contract. Performance of the overall system that incorporates the products is not guaranteed.

OCCUPATIONAL SAFETY AND HEALTH ACT of 1970 – Seller does not warrant or represent that any of Seller's products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

LIMITATION OF LIABILITY - NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE, PROVIDED HOWEVER, IF THE BID QUOTE INCLUDES FIELD OR STARTUP SERVICE, SELLER'S LIABILITY FOR SAID SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT REGARDLESS OF WHETHER ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

STORAGE – If for any reason Buyer fails to accept products that have been delivered by Seller, or if Seller is unable to deliver the products because Buyer has not provided appropriate instructions, documents, licenses, or authorizations, then Seller may place the products in storage at Buyer's cost and expense, which includes the cost of storage, shipping fees, insurance, and other incidental expenses. The Buyer carries risk of loss for products in storage.

TITLE - Title to the products and risk of loss or damage passes to Buyer upon delivery of the products at the Point of Delivery listed in the Bid Quote. As collateral security for the payment of the Contract Price for the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Washington Uniform Commercial Code. Buyer agrees to perform all additional acts necessary to perfect and maintain said security interest.

INSURANCE: Buyer shall, at its own expense, purchase, maintain and carry adequate insurance for the products to protect against loss or damage from any external cause, including losses from fire, wind, water, or other causes. Insurance coverage must be maintained with insurance companies legally authorized to do business where said products are located in an amount at least equal to the value of said products until the products are accepted and paid for in full. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage that is satisfactory to Seller. The certificate of insurance must name Seller as an additional insured. In no case does the Contract Price, even if inclusive of freight, cover the cost of insurance beyond the Point of Delivery specified in the Bid Quote]

CANCELLATION: The Buyer may cancel its order only upon written notice, and in turn will make payment to Seller of reasonable cancellation charges specified by Seller.

ORAL STATEMENTS: The Seller's personnel may have made oral statements about the products described in this Contract during the sales process. Such statements do not constitute warranties or guarantees and shall not be relied on by the Buyer. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

CHANGES: Seller reserve the right to make changes and to substitute other material as needed to make shipments and fulfill orders under this Contract.

ERRORS: Seller reserves the right to correct clerical or stenographic errors or omissions.

STATUTE OF LIMITATIONS - To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced by the Buyer not later than twelve (12) months from the delivery of Seller's Products or the last day Seller performed any services, whichever is earlier.

INSPECTION: Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products.

Whitney Equipment Company, Inc.

Page 5 of 6



Quote # : 41614 - 0

Quote name : NP3202 Replacement Pump

Customer name : Post Falls, City of

Salespersons name : Stephen Clark

It is the Buyer's responsibility to inspect for shipping damage upon delivery and to initiate a damage claim with the freight carrier. Damage occurring in-transit by the freight carrier must be claimed by the Buyer and is not the Seller's responsibility.

NOT INCLUDED: Seller does not include any item not specifically listed as included. References to specifications and drawings in the Scope of Supply section of the Bid Quote does not indicate that all items in those documents are included in the Scope of Supply. Unless clearly included in this Contract, engineering and design services are not included in this Contract.

FREIGHT: Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer at the Point of Delivery listed in the Bid Quote and all freight claims are the responsibility of the Buyer.

BACKCHARGES will not be accepted unless approved by Seller, in writing, before any work is done.

DELAYS: Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment. If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, pandemic, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give Buyer notice in writing within a reasonable time after the Seller becomes aware of any such delay.

DECOMPOSITION AND WEAR: Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

BUYER DATA - Timely performance is contingent upon the Buyer supplying to the Seller, when needed, all required technical information, including drawing and submittal approval, and all required commercial documentation. The Buyer shall also supply and complete all shipping delivery information, pre-delivery checklists, and pre-startup checklists in a timely manner or the overall schedule of the project may be impacted at no cost to the Seller regardless of any potential agreed upon damages.

BUYER SUPPLIED COMPONENTS - Buyer acknowledges that the products purchased by Buyer under this Contract may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by any warranty or guarantee in this Contract. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Buyer Supplied Components. Seller disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall Seller be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer Supplied Components. Subject to the terms and conditions of this Contract, Buyer shall indemnify, defend and hold harmless Seller and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney and expert fees, fees and costs of enforcing any right to indemnification under this Contract, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: McGuckin Duplexes Minor Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the McGuckin Duplexes Minor Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 3-lot minor subdivision, with the application for plat submitted by Inland Pacific Exteriors, LLC.

**Original document with signature of Developer to clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. CIA - McGuckin (For Signature by Developer)

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 **Inland Pacific Exteriors, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____, 20____, respecting the development of **McGuckin Duplexes**, 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, **James McGuckin**, 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

James McGuckin
Inland Pacific Exteriors, LLC
2775 N. Howard St #A2
Coeur D'Alene, ID 83815

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

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
) ss
County of Kootenai)

On this ____ day of ____, 20____, before me, a Notary for the state of Idaho, personally appeared _____, known, or identified to me to be the _____ of the _____ that executed this instrument, or the person who executed the instrument on behalf of said _____, and acknowledged to me that such _____ executed the same.

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

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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
) ss
County of Kootenai)

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

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

McGuckin Duplexes

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

ATTACHMENT "A"

Lots 7 and 8 in Block 2 of Roberts First Addition to Post Falls, according to the official Plat thereof, recorded in Book D of Plats at Page(s) 60, records of Kootenai County, Idaho.

TOGETHER WITH that portion of vacated 18th Avenue vacated by Ordinance No. 860, recorded October 30, 1996, as Instrument No. 1467784, which attaches by operation of law.

Post Falls Idaho Kootenai County.

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

Inland Pacific Exteriors, LLC

FOR

McGuckin Duplexes

<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

McGuckin Duplexes

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: **\$ 59,140.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ -0-**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 1,800.00**
5. Total cost of improvements: **\$ 60,940.00**
6. Warranty amount: **\$ 6,094.00**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

McGuckin Duplexes

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

MCGUCKIN SUBDIVISION - CATHERINE STREET, CITY OF POST FALLS

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

DATE: November 28, 2023

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	COST PER UNIT	TOTAL ITEM COST
EARTHWORK					
1	Clearing, Grubbing, Disposal (including removal of estimated 12" of Topsoil)	CY	192	\$ 24.00	\$ 4,608.00
2	Subgrade Prep for new widened road section	SY	145	\$ 8.00	\$ 1,160.00
3	Import Structural Fill for new widened Subgrade areas (reuse materials in trench patch areas)	CY	50	\$ 22.00	\$ 1,100.00
WATER					
4	Remove Ex. 3/4" Water Meter Assembly and Cap Ex. Connection to Ex. Water Main	EA	1	\$ 500.00	\$ 500.00
5	3" 1" Water Service Connection - Single	EA	6	\$ 1,950.00	\$ 11,700.00
SEWER					
6	Sewer Service Line - 4" PVC - Extend existing - (includes trench & backfill to subgrade)	EA	1	\$ 1,300.00	\$ 1,300.00
7	3" Sewer Service Line - 4" PVC - New (includes Saddle Tap Main, trench, & backfill to subgrade)	EA	5	\$ 2,100.00	\$ 10,500.00
CONCRETE					
8	Curb and Gutter (includes inlet aprons and 4" aggregate base)	LF	180	\$ 44.00	\$ 7,920.00
9	Concrete Sidewalks, 4" Thickness (includes 2" aggregate base)	SF	900	\$ 6.00	\$ 5,400.00
10	Concrete Driveway Approaches, 5.5" Thickness (includes 2" aggregate base)	SF	810	\$ 7.00	\$ 5,670.00
AGGREGATES AND ASPHALT					
11	Crushed Aggregate Base - 4" thick of 3/4" Minus (road widening and trench patch areas)	CY	24	\$ 58.00	\$ 1,392.00
12	Asphalt Pavement Sawcuts (road widening and trenches)	LF	320	\$ 6.00	\$ 1,920.00
13	Plant Mix Pavement - SP3, 2" Thickness - road widening and trench patches	SY	214	\$ 17.00	\$ 3,638.00
STORMWATER & MISC LANDSCAPING					
14	Shape Swale Bottoms (excludes topsoil and final grading)	SF	280	\$ 1.00	\$ 280.00
15	Swale culvert (6" PVC to connect Swale A1)	EA	1	\$ 150.00	\$ 150.00
16	Street Trees	EA	3	\$ 600.00	\$ 1,800.00
17	2" Irrigation sleeves (under sidewalks)	EA	6	\$ 50.00	\$ 300.00
18	Hydroseed - Swale and grass areas in right-of-way	SF	960	\$ 0.50	\$ 480.00
19	Place/Spread Topsoil: 3" Depth Over Swales & Grass Areas within right-of-way	CY	9	\$ 18.00	\$ 162.00
20	Fine Grading/Raking - grass areas in right-of-way	SF	960	\$ 1.00	\$ 960.00
Sub Total					\$ 60,940.00
TOTAL					\$ 60,940.00

NOTES:

- 1 Prior to construction, the Contractor is responsible for consulting with the City of Post Falls for details and approval on workmanship and materials to be provided for each line item.
- 2 The cost and quantities outlined above are estimates of the proposed improvements (based on Civil Site Plans dated 11/08/2023). Quantities and costs may vary during construction based on conditions observed in the field, input from regulating agencies, and subdivision design.
- 3 The costs for water and sewer services listed above do not include water meters or any City capitalization fees associated with each connection.

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

McGuckin Duplexes

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

Inland Pacific Exteriors, LLC

FOR

McGuckin Duplexes

CONSTRUCTION DRAWINGS

Plans Titled: **McGuckin Duplexes**

Dated: **1/19/2024**

By: **Verdis**

Sheets **1** through **7**

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

Inland Pacific Exteriors, LLC

FOR

McGuckin Duplexes

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

SCHEDULE

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	3/1	3/2	3/3	3/4	3/5	3/6	3/7	3/8	3/9	3/10	3/11	3/12	3/13	3/14	3/15	3/16	3/17	3/18	3/19	3/20	3/21	3/22	3/23	3/24	3/25	3/26	3/27	3/28
Catherine St Duplex																												
Trenching for water and sewer line		x	x																									
Water line install				x	x	x																						
Sewer line install									x	x	x																	
Back fill for water and sewer												x	x			x	x	x										
Excavate for swales and frontage work																												
Form curb/gutter and sidewalk																			x									
Pour curb/gutter and sidewalk																				x			x					
Install Fire hydrant																												
Patch asphalt in street																												
	3/1	3/9	3/10	3/11	3/12	3/13	3/14	3/15	3/16	3/17	3/18	3/19	3/20	3/21	3/22	3/23	3/24	3/25	3/26	3/27	3/28	3/29	3/30	3/31	4/1	4/2	4/3	4/4

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

Inland Pacific Exteriors, LLC

FOR

McGuckin Duplexes

ENGINEERING SERVICES FEE SUMMARY

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

3 Lots X \$350.00 = **\$ 1050.00**

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

Inland Pacific Exteriors, 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

Inland Pacific Exteriors, LLC

FOR

McGuckin Duplexes

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

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

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

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

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

SEWER CAP FEES

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

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

Inland Pacific Exteriors, LLC

FOR

McGuckin Duplexes

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

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

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

Water Cap Fees

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

Meter Fees

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

ACCOUNT FEES

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

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

Inland Pacific Exteriors, LLC

FOR

McGuckin Duplexes

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Josh Ropert**

ENGINEERING FIRM: **Verdis**

ADDRESS: **3906 N. Schreiber Way**

CITY: **Coeur D'Alene** STATE: **ID** ZIP: **83815**

PHONE NO.: **208-667-1214**

E-MAIL ADDRESS: **jropert@verdisnw.com**

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

Inland Pacific Exteriors, LLC

FOR

McGuckin Duplexes

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

Inland Pacific Exteriors, LLC

FOR

McGuckin Duplexes

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :SS
County of 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

Inland Pacific Exteriors, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: Updated Hydrilla Estates Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

Draft attached. Clerk has the original for signatures.

DISCUSSION:

This Agreement reflects the construction phase of the Hydrilla Estates Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 15-lot subdivision, with the application for plat submitted by Wild Horse Investments, LLC.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Incorrect document went to Council for signatures on September 19, 2023. It was discovered that the developer printed out an old version of the document and submitted for signature and it did not have the correct information within.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Hydrilla_CIA_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 **Wild Horse Investments, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Hydrilla Estates**, 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, **Michael Stegmann**, 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

Michael Stegmann, President
Wild Horse Investments, LLC
14899 W. Stub Ave.
Rathdrum, ID 83858
(314) 753-6622

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

Hydrilla Estates

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

ATTACHMENT "A"

LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT 77, GREENACRES IRRIGATION DISTRICT PLAT NO. 4, ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS AT PAGE 55, RECORDS OF KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LYMAN ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK "G" OF PLATS, PAGE 216; THENCE

ALONG THE SOUTH LINE OF LYMAN ESTATES, SOUTH 89°58'49" WEST A DISTANCE OF 280.96 FEET TO THE POINT OF BEGINNING; THENCE

LEAVING SAID SOUTH LINE OF LYMAN ESTATES, SOUTH 00°38'02" EAST A DISTANCE OF 646.37 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FISHER AVENUE; THENCE

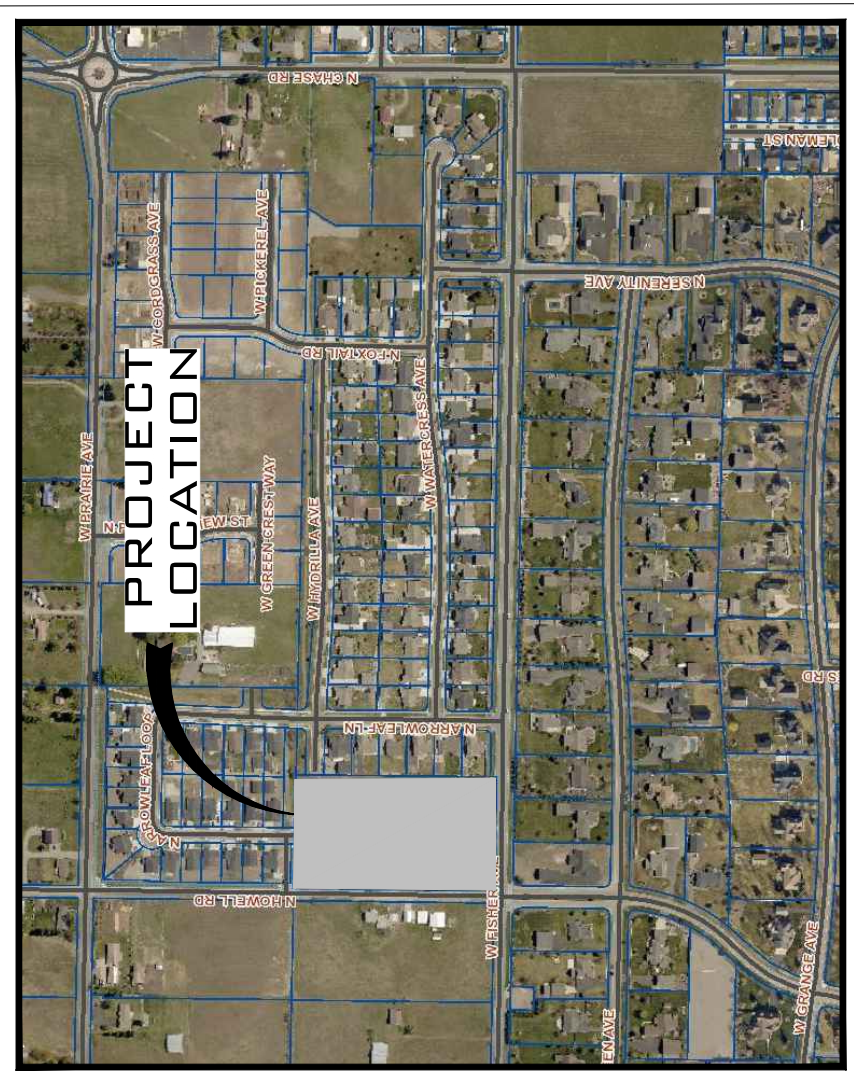
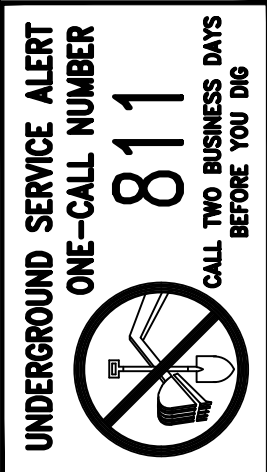
ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°57'26" WEST, A DISTANCE OF 362.37 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HOWELL ROAD; THENCE

ALONG SAID EAST RIGHT OF WAY, NORTH 00°33'32" WEST A DISTANCE OF 646.51 FEET; THENCE

NORTH 89°58'49" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LYMAN ESTATES; THENCE

ALONG THE SOUTH LINE OF LYMAN ESTATES NORTH 89°58'49" EAST 351.53 FEET TO THE POINT OF BEGINNING.

PRELIMINARY SUBDIVISION PLAN
HYDRILLA ESTATES
POST FALLS, ID
NE 1/4 SECTION 28, T. 51 N., R. 5 W., B.M.



VICINITY MAP

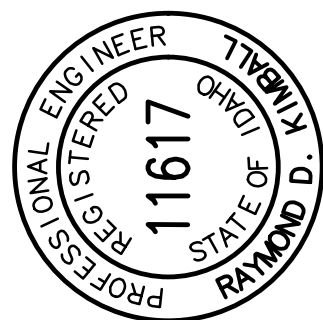
SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	P-3850-28-077-AA
EXISTING ZONING	R-1-S
PROPOSED ZONING	R-1
PROJECT AREA	5.37 AC
LOT AREA	3.71 AC
RIGHT OF WAY AREA	1.53 AC
OPEN SPACE AREA	0.13 AC
NUMBER OF LOTS	15
MAXIMUM LOT AREA	12,344 SF
MINIMUM LOT AREA	9,387 SF
PROPERTY DENSITY	2.79 UNITS/AC
AVERAGE LOT AREA	10,204 SF
DOMESTIC WATER	EAST GREENACRES IRRIGATION DISTRICT
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KOOTENAI COUNTY FIRE & RESCUE
DATUM	NAVD-88

NOTES:

1. ALL EXISTING STRUCTURES ARE TO BE REMOVED/DEMOLISHED.
2. ALL UNDOCUMENTED FILL TO BE REMOVED AND REPLACED/RECOMPACTED.

APPLICANT/ENGINEER
WHIPPLE CONSULTING ENGINEERS
21 S PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
FAX: 509-976-0227
CONTACT: RAY KIMBALL, P.E.

OWNER
WILD HORSE INVESTMENTS, LLC
14899 W. STUB AVE
RATHDRUM, ID 83858

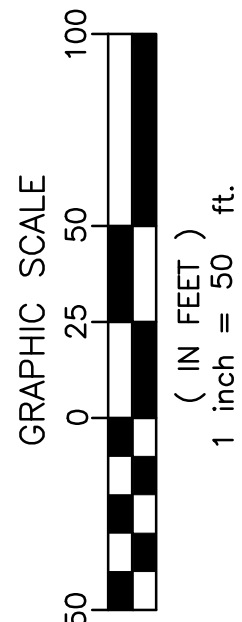


**City of Post Falls
Approval**

Approved By:

100

NAVJ - 88
BENCHMARK:



SCALE: 1"=50'

SUBDIVISION PLAN

THE MEADOWS
SUBDIVISION

[illegible]

REVISIONS

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

AWCE
WHIPPLE CONSULTING ENGINEERS
2528 NORTH SULLIVAN ROAD
SPOKANE VALLEY, WA 99216
PH: 509-893-2617 FAX: 509-926-0227

**HYDRILLA ESTATES
SUBDIVISION PLAN
3704 N. HOWELL
POST FALLS, ID**

SHEET
1 OF 2

JOB NUMBER
21-2917

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

<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

Hydrilla Estates

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: **\$ 741,265.70**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 183,488.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 23,400.00**
5. Total cost of improvements: **\$ 948,153.70**
6. Warranty amount: **\$ 71,111.53**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Hydrilla Estates

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Project - Hydrilla Estates

Date: 9/1/2022

Item	Description	Quantity	Unit	Unit Price	Total Price
<u>Clearing & Grubbing</u>					
1	Mobilization	1	LS	\$ 11,000.00	\$ 11,000.00
2	Strip Topsoil & Haul Off(Base on 18" Depth)	11250	TN	\$ 12.50	\$ 140,625.00
3	Demo	1	LS	\$ 15,000.00	\$ 15,000.00
4	AC Sawcut	510	LF	\$ 5.00	\$ 2,550.00
5	Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00
<u>Excavation & Grading</u>					
1	Structural Grading-Import to subgrade	11250	CY	\$ 15.50	\$ 174,375.00
2	Road Subgrade Prep	5503	SY	\$ 2.00	\$ 11,006.00
3	Inlet Protection	8	EA	\$ 75.00	\$ 600.00
<u>Sewer</u>					
1	8" PVC Sanitary Sewer	760	LF	\$ 50.35	\$ 38,266.00
2	48" Manholes	4	EA	\$ 3,600.00	\$ 14,400.00
3	Sewer Services	15	EA	\$ 1,400.00	\$ 21,000.00
4	Sewer Connection	1	LS	\$ 3,200.00	\$ 3,200.00
<u>Stormwater</u>					
1	Drainage Curb Cut	46	EA	\$ 200.00	\$ 9,200.00
2	Drywell Type A (Single)	8	EA	\$ 3,200.00	\$ 25,600.00
<u>Water</u>					
1	8" PVC Water Main	1810	LF	\$ 48.00	\$ 86,880.00
2	10"/8" Fittings	1	LS	\$ 8,550.00	\$ 8,550.00
3	10" PVC Water Main	181	LF	\$ 58.00	\$ 10,498.00
4	1" Water Services	17	EA	\$ 1,530.00	\$ 26,010.00
5	Fire Hydrant Assemblies	2	EA	\$ 6,900.00	\$ 13,800.00
6	Blow Off	0	EA	\$ 1,755.00	\$ -
7	Water Connection	5	EA	\$ 7,550.00	\$ 37,750.00
<u>Streets, Curbs, & Gutter</u>					
1	Asphalt Roadway 2" AC Over 4" Base	3184	SY	\$ 18.80	\$ 59,859.20
2	Rolled Curb and Gutter	2034	LF	\$ 18.00	\$ 36,612.00
3	Standard Curb and Gutter	1006	LF	\$ 21.00	\$ 21,126.00
4	Asphalt Roadway 3" AC Over 4" Base	2318	SY	\$ 23.55	\$ 54,588.90
<u>Sidewalks</u>					
1	4" Concrete Sidewalk Over 2" Base	10170	SF	\$ 5.50	\$ 55,935.00
2	Pedestrian Ramps	12	EA	\$ 1,700.00	\$ 20,400.00
3	Asphalt Pathway 2" AC Over 4" Base	1002	SY	\$ 18.80	\$ 18,837.60
<u>Dry Utilities</u>					
1	Dry Utilities Trenching (Ex, Bed, and Backfill Only)	1090	LF	\$ 6.50	\$ 7,085.00

Item	Description	Quantity	Unit	Unit Price	Total Price
	<u>Signage, Striping, Mailboxes</u>				
1	Street and Stop Sign	3	EA	\$ 800.00	\$ 2,400.00
2	Striping	1	LS	\$ 2,000.00	\$ 2,000.00
3	Type II Barricades	0	EA	\$ 800.00	\$ -
4	Concrete Mailbox Pad	1	EA	\$ 800.00	\$ 800.00
5	Street Trees	17	EA	\$ 600.00	\$ 10,200.00

Total \$ 948,153.70

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Hydrilla Estates

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

CONSTRUCTION DRAWINGS

Plans Titled: **Civil Construction Plans Hydrilla Estates**

Dated: **8/16/23**

By: **Ray Kimball**

Sheets 1 through 12

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Construction Schedule:

Begin Construction: August 2023

Complete Construction: November 2023

A more detailed schedule will be provided by the contractor once a contractor is selected.

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

ENGINEERING SERVICES FEE SUMMARY

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

15 Lots X \$350.00 = **\$ 5250.00**

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

Wild Horse Investments, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **100 watt Town & Country**

6 lights X 12 months X **\$ 13.18** per month = **\$ 948.96**

Street light type: _____

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

TOTAL = \$ 948.96

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

 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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

 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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Raymond Kimball, P.E.**

ENGINEERING FIRM: **Whipple Consulting Engineers**

ADDRESS: **21 S. Pines Rd.**

CITY: **Spokane Valley** STATE: **WA** ZIP: **99206**

PHONE NO.: **509-893-2817**

E-MAIL ADDRESS: **rkimball@whipplece.com**

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

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

Wild Horse Investments, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

 X The Developer agrees to plant the 17 exterior street trees, approved in the Landscaping Plan, along Howell Rd and Fisher Ave and will not utilize the Cash In Lieu of Planting Street Trees option.

 X The Developer agrees to cash out the obligated interior 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 \$ 13,200.00, and is based upon 22 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: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Elm Place Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the Elm Place Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 16-lot subdivision, with the application for plat submitted by Robert Wilhelm.

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. CIA - Elm Place (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 **Robert Wilhelm** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Elm Place**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER
Robert Wilhelm
923 W. Grange Ave
Post Falls, ID 83854
(208) 691-1073

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

Elm Place

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

ATTACHMENT "A"

LEGAL DESCRIPTION

P-3900-05-046-AA

**TRACT 46, PLAT 9, EAST GREENACRES IRRIGATION DISTRICT,
ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS, PAGE 86,
RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO.**

**EXCEPTING THEREFROM A PARCEL OF LAND IN TRACT 46, EAST
GREENACRES PLAT NO. 9 AS RECORDED IN BOOK "B" OF PLATS, PAGE 86,
RECORDS OF KOOTENAI COUNTY, STATE OF IDAHO AND FURTHER
DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 46, WHICH
BEARS NORTH 89°22'30" WEST, A DISTANCE OF 250.03 FEET FROM THE
NORTHEAST CORNER OF TRACT 46;**

**THENCE, CONTINUING NORTH 89°22'30' WEST, A DISTANCE OF 391.62
FEET TO THE NORTHWEST CORNER OF TRACT 46;**

**THENCE SOUTH 00°14'09" EAST, ALONG THE WEST LINE OF TRACT 46 A DISTANCE
OF
292.17 TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF
INTERSTATE HIGHWAY 90;**

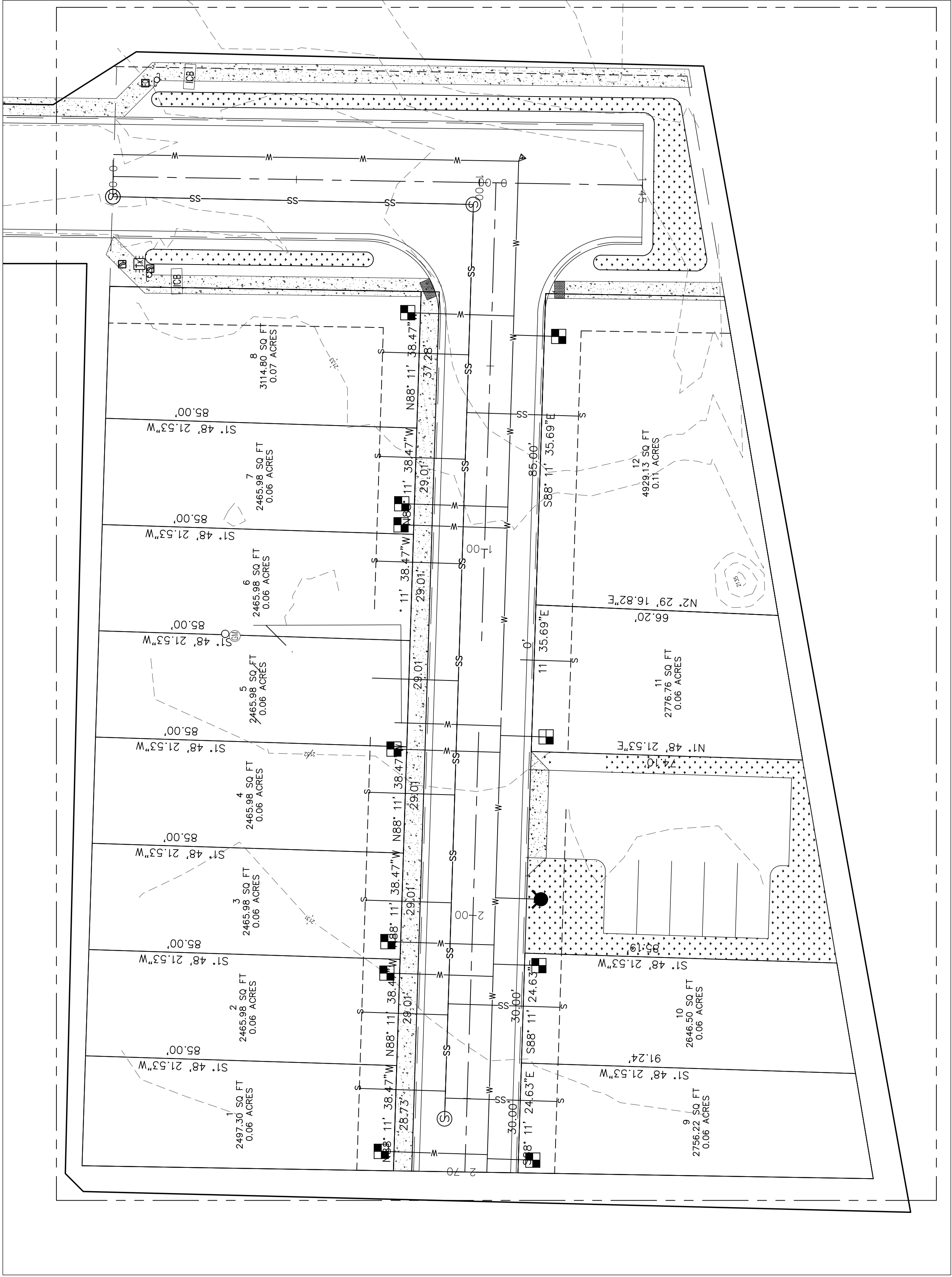
**THENCE, NORTH 80°12'33' EAST, ALONG THE RIGHT OF WAY A DISTANCE
OF 128.46 FEET; THENCE NORTH 79°14'23" EAST, A DISTANCE OF 269.42
FEET;**

**THENCE NORTH 00°14'09" WEST, A DISTANCE OF 215.76 TO
THE POINT OF BEGINNING.**

EXCEPT THEREFROM THE RIGHT OF WAY OF ELM ROAD AND INTERSTATE 90.

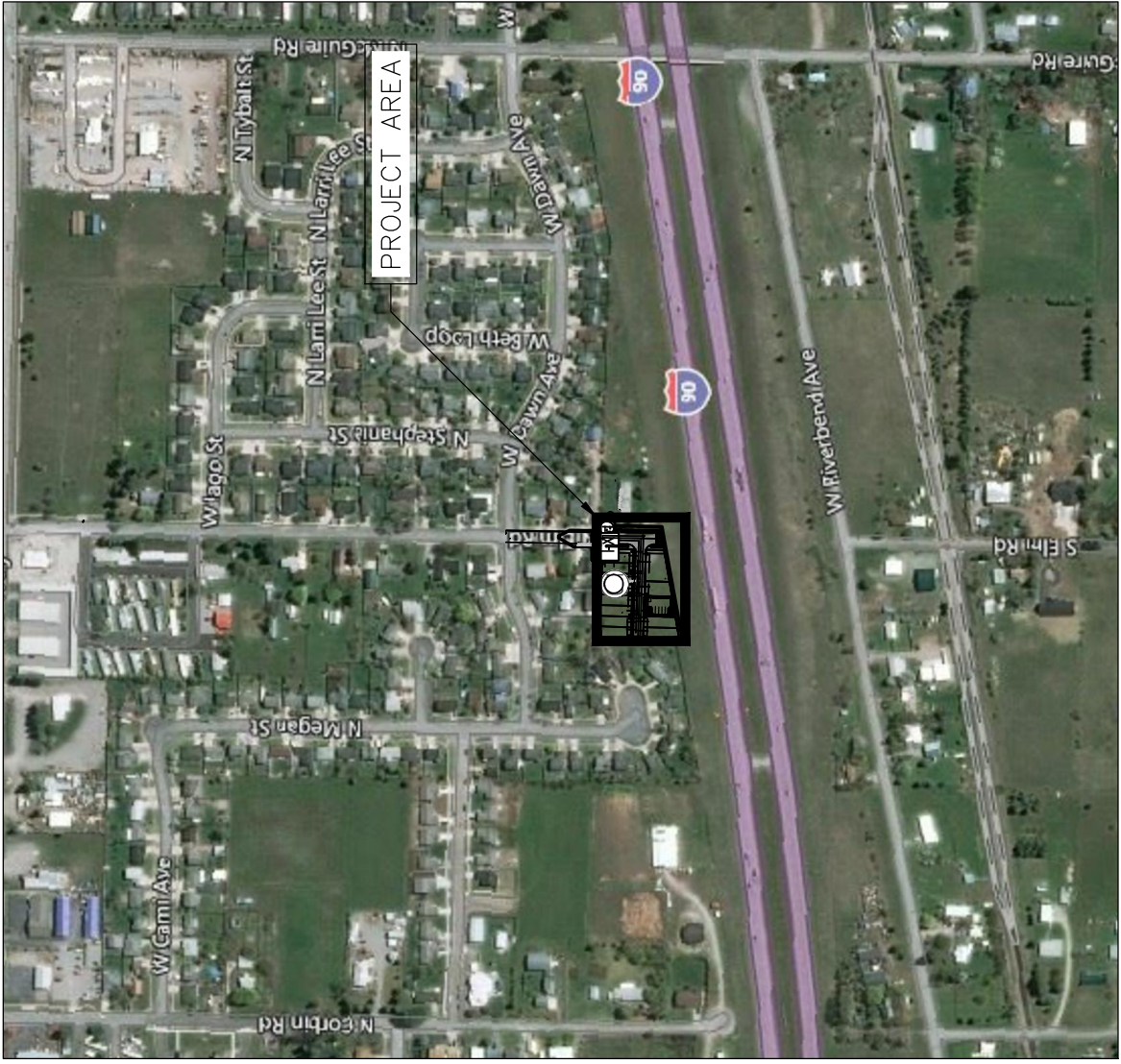
PRELIMINARY PLATS FOR
ELM STREET

POST FALLS, IDAHO



N
SCALE 1" = 20'

VERTICAL BENCHMARK
A 3" ALUMINUM CAP MARKED PLS 9114 HAVING AN
ELEVATION OF 2160.73 VERTICAL DATUM NAVD-88



VICINITY MAP
SCALE: 1" = 500'

LEGEND	
	6" CSBC
	2" HMA ON 6" CSBC
	6" CEMENT CONCRETE ON 4" CSBC
	2" HMA ON 4" CSTC ON 8" CSBC WITHIN RIGHT-OF-WAY
	BREAK/RIDGE LINE
	VALLEY LINE
	FLOW LINE

PROJECT OWNER:
POST FALLS
908 N WALLACE AVE
POST FALLS, ID 83854

PROJECT ENGINEER:
DOBLER ENGINEERING
P.O. BOX 31814
HAYDEN, ID 83835

SEWER DIVISION
POST FALLS
408 N SPOKANE ST
POST FALLS, ID 83854

WATER DIVISION
EAST GREEN ACRES IRRIGATION DISTRICT
2722 N MCGUIRE RD
POST FALLS, ID 83835

SITE DATA
R-2(TW) ZONING
1.111ac TOTAL SITE AREA
1.07ac RESIDENTIAL UNITS
10.80 DU/AC
2792.9sf AVERAGE LOT SIZE
2465.9sf MINIMUM LOT SIZE
4923.1sf MINIMUM LOT SIZE

ELM STREET-PRELIMINARY PLATS

A PROJECT LOCATED IN THE CITY OF POST FALLS IDAHO.

DESIGNED BY: GD

DRAFTED BY: MD

CHECKED BY: GD

DATE: 11/11/2021

JOB NO.: 21002

NO. DESCRIPTION
XXX
INITIALS DATE
XXX XXXXXXXX

REVISION BLOCK

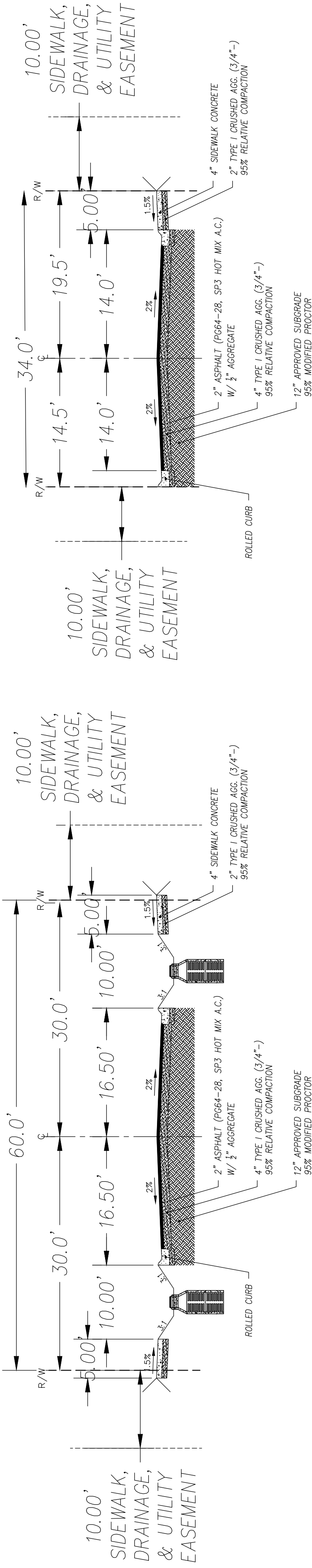
DOBLER ENGINEERING
ONE HONORING LANE
PO BOX 31814
HAYDEN ID 83835

7432
11/11/2021
POST FALLS, IDAHO

POST FALLS, IDAHO
7432
11/11/2021
POST FALLS, IDAHO

DESIGNED BY: GD
DRAFTED BY: MD
CHECKED BY: GD
DATE: 11/11/2021
JOB NO.: 21002

SHEET



TYPICAL STREET SECTION ELM STREET
NOT TO SCALE

TYPICAL STREET SECTION PRIVATE DRIVE
NOT TO SCALE

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

Robert Wilhelm

FOR

Elm Place

<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

Elm Place

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: **\$ 139,375.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 58,425.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 2,800.00**
5. Total cost of improvements: **\$ 200,600.00**
6. Warranty amount: **\$ 20,060.00**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Elm Place

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

COST ESTIMATE

ELM PLACE

DATE: JANUARY 31, 2023

Description	Qty	Unit	Unit Price	Total Price
Site Preparation/Grading				\$15,733.00
Mobilization (Estimated at 5% of Const. only)	1	LS		\$0.00
Site Demolition	1	LS	\$10,000	\$10,000.00
Roadway Excavation & Grading	1,911	SY	\$3.00	\$5,733.00
Sewer				\$41,310.00
8" Sewer Main	347	LF	\$30.00	\$10,410.00
Sewer Manhole 48" Diam, Type 1	2	EA	\$2,650.00	\$5,300.00
4" Sewer Services	16	EA	\$1,600.00	\$25,600.00
Stormwater				\$4,956.00
Storm Water Swales	464	SY	\$3.00	\$1,392.00
Topsoil and Hydroseed	464	SY	\$1.00	\$464.00
600 Gallon Drywells	1	EA	\$2,200.00	\$2,200.00
Drainage curb cut	9	EA	\$100.00	\$900.00
Water				\$58,425.00
Demo exist 6" ac main	280	LF	\$15.00	\$4,200.00
Tie into existing 8" water main in Dawn	1	LS	\$5,000.00	\$5,000.00
Install 8" C 900 water main + fittings	355	LF	\$25.00	\$8,875.00
Fire Hydrant Assembly	1	EA	\$6,000.00	\$6,000.00
3" Blow off assembly	1	EA	\$850.00	\$850.00
1" Water Services-new	15	EA	\$1,800.00	\$27,000.00
1" Water Services-reconnect existing	5	EA	\$1,200.00	\$6,000.00
Streets				\$77,376.00
Asphalt Pavement				
Asphalt Roadway 2"AC/ 4"Base	1,250	SY	\$30.00	\$37,500.00
Asphalt Trench repair 2"AC/ 4"Base	340	SY	\$30.00	\$10,200.00
Curbing				
Standard curb	314	LF	\$19.00	\$5,966.00
Rolled Curb	470	LF	\$15.00	\$7,050.00
Sidewalks				
5' PCC Sidewalk	1,915	SF	\$4.00	\$7,660.00
16' Approach	1	EA	\$2,500.00	\$2,500.00
Pedestrian Ramps	1	EA	\$1,900.00	\$1,900.00
Lighting				
Town & Country Street Lights	1	EA	\$1,200.00	\$1,200.00
Miscellaneous				
Street signs	1	EA	\$400.00	\$400.00
Type III Barricades	4	EA	\$500.00	\$2,000.00
Type II Barricades	2	EA	\$500.00	\$1,000.00
Landscaping & Fencing				\$2,800.00
Street trees	7	EA	\$400.00	\$2,800.00
TOTAL				\$200,600.00
WARRANTY AMOUNT				\$20,060.00

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Elm Place

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

Robert Wilhelm

FOR

Elm Place

CONSTRUCTION DRAWINGS

Plans Titled: **Improvement Plans for Elm Place Subdivision**

Dated:

By: **Gordon Dobler**

Sheets 1 through 8

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

Robert Wilhelm

FOR

Elm Place

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

CONSTRUCTION SCHEDULEfor
ELM PLACE

TASK	START	DURATION	FINISH
Mobilization, clearing, grubbing	1-Apr	2	2-Apr
Sewer Main, services	3-Apr	10	12-Apr
Water Main, services	13-Apr	14	26-Apr
Drywells	27-Apr	4	30-Apr
Dry utility crossings	1-May	4	4-May
Roadway Rough grading	5-May	4	8-May
Sidewalk subgrade	9-May	5	13-May
Sidewalk base	14-May	4	17-May
Sidewalks	19-May	3	21-May
Curb subgrade	22-May	2	23-May
Curb Base	26-May	1	26-May
Curb	27-May	3	29-May
Road subgrade	1-Jun	2	2-Jun
Base Rock	3-Jun	3	5-Jun
Raise utilities	6-Jun	2	7-Jun
Paving	10-Jun	2	11-Jun
Dry Utilities	12-Jun	3	14-Jun
Swales	17-Jun	3	19-Jun
Signage and Striping	20-Jun	5	24-Jun
Punch list items	27-Jun	12	8-Jul
Final Clean up	11-Jul	5	15-Jul

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

Robert Wilhelm

FOR

Elm Place

ENGINEERING SERVICES FEE SUMMARY

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

16 Lots X \$350.00 = **\$ 5,600.00**

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

Robert Wilhelm

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **100 watt Town & Country**

1 lights X 12 months X **\$ 13.15** per month = **\$ 157.80**

Street light type: _____

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

TOTAL = \$ 157.80

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

Robert Wilhelm

FOR

Elm Place

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

Sanitary sewer cap fee of **\$ 7,019.00** to connect **existing structures** to City sanitary sewer.

<u>1</u> (# of SF homes) x \$6,959.00	=	<u>\$6,959.00</u>
____ (# of Commercial service units) x \$6,959.00	=	\$ _____
<u>1</u> (# of structures connecting) x (Utility Deposit = \$60.00) =		<u>\$ 60.00</u>

SEWER CAP FEES

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

Robert Wilhelm

FOR

Elm Place

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

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

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

Water Cap Fees

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

Meter Fees

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

ACCOUNT FEES

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

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

Robert Wilhelm

FOR

Elm Place

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Gordon Dobler

ENGINEERING FIRM: Dobler Engineering

ADDRESS: PO Box 3181

CITY: Hayden STATE: ID ZIP: 83835

PHONE NO.: 208-755-9732

E-MAIL ADDRESS: gordon@doblerengineering.com

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

Robert Wilhelm

FOR

Elm Place

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

Robert Wilhelm

FOR

Elm Place

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :SS
County of 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

Robert Wilhelm

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: McGuckin Duplexes Minor 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 McGuckin Duplexes Minor 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: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jason Faulkner, Finance Director

SUBJECT: FY 2024 Budget Amendment

ITEM AND RECOMMENDED ACTION:

Authorize staff to return to a future council meeting with a budget ordinance.

DISCUSSION:

There are several items to be budgeted from items and projects that were unspent for the prior fiscal year.

1. The fleet division wants to carry-over the funds related to the city hall parking lot which will be expended in fiscal year 2024.
2. The park construction division requests to carry-over unspent funds from the prior year due to staffing shortages for the non-completion of projects.
3. The urban forestry division has a vehicle that was ordered but won't be delivered until fiscal year 2024.
4. The parks division has a vehicle that was ordered but won't be delivered until fiscal year 2024.
5. The parks division has a vehicle that was ordered but won't be delivered until fiscal year 2024.
6. The parks division requests to carry over the unspent funds from the prior year to complete the well at Q'emiln Park in fiscal year 2024.
7. The parks division was unable to complete the irrigation system at Singing Hills Park in the prior year.
8. The streets department requested prior years funding to complete the Spokane Street Rehabilitation project for construction in the current year.
9. The water division requests to contribute to the I-90 and Hwy 41 interchange due to the Idaho Transportation Department cooperative agreement.
10. The wastewater division requests to contribute to the I-90 and Hwy 41 interchange due to the Idaho Transportation Department cooperative agreement.
11. Street Impact requests to contribute to the I-90 and Hwy 41 interchange due to the Idaho Transportation Department cooperative agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

Authorize staff to return to a future council meeting with a budget ordinance.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$2,900,139

BUDGET CODE:

Various

ATTACHMENTS:

1. 202401171045

FY 2024
CITY OF POST FALLS
PROPOSED BUDGET AMENDMENT #1

DESCRIPTION	ACCT #	AMOUNT	DESCRIPTION	ACCT #	AMOUNT
1 City Hall Parking Lot	001-433.0000.95015	26,260.47	Carryover - designated	001-410.1920.37201	26,260.47
2 Parks construction funds	001-444.0000.94180	24,649.22	Carryover - designated	001-410.1920.37201	24,649.22
3 Vendor will deliver in FY 2024.	001-441.0000.91000	7,424.06	Carryover - designated	001-410.1920.37201	7,424.06
4 Vendor will deliver in FY 2024.	001-443.0000.90010	128,654.80	Carryover - designated	001-410.1920.37201	128,654.80
5 Vendor will deliver in FY 2024.	001-443.0000.90050	65,345.28	Carryover - designated	001-410.1920.37201	65,345.28
6 Completion of the well at Qemlin Park.	001-443.1658.62330	49,300.00	Carryover - designated	001-410.1920.37201	49,300.00
7 Irrigation system at Signing Hills Park.	001-443.0000.94180	127,149.71	Carryover - designated	001-410.1920.37201	127,149.71
8 Spokane Street Rehabilitation project for construction in FY 2024.	001-431.1811.95040	1,279,200.00	Carryover - designated	001-410.1920.37201	1,279,200.00
9 City/ITD cooperative agreement on I-90 and HWY 41 interchange.	753-462.1710.95520	637,153.75	Carryover - designated	753-462.1920.37201	637,153.75
10 City/ITD cooperative agreement on I-90 and HWY 41 interchange.	651-463.1710.95520	31,350.00	Carryover - designated	651-463.1920.37201	31,350.00
11 City/ITD cooperative agreement on I-90 and HWY 41 interchange.	037-431.0000.95132	523,647.90	Carryover - designated	037-431.1920.37201	523,647.90

2,900,135.19

\$ 2,900,135.19

Subtotals

2,900,135.19

\$ 2,900,135.19

City Administrator  Date 11/16/24
*Approves to advertise for Public Hearing

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 2/6/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Strategic Initiatives Grant Award for the Rehabilitation of Spokane Street

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Memorandum of Understanding (MOU) with the Idaho Transportation Department (ITD).

DISCUSSION:

A section of Spokane Street asphalt pavement needs replacement, in the vicinity of Spokane River bridge to the Eastbound ramps of I-90.

The Strategic Initiatives Grant program provides grant funding for selected projects meeting the ITD program requirements. Following the city's application to this program, the city received word in late 2023 that the Spokane Street Rehabilitation project was selected for the grant funding. The \$1.17 million grant will go towards offsetting the total project costs estimated at \$1.8 million. The balance of project costs will come from the Streets Capital Improvements fund and project line item for the Spokane Street project. The Spokane Street Rehabilitation project was identified in the FY 2022 budget. The availability of grant funding to offset project costs, will allow the balance of these city funds be used towards other street and capital improvement projects in the city.

Staff is finalizing the Spokane Street contract documents for construction bidding and will return at a future date following bid opening with a recommendation to City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 18, 2023 – Spokane Street Rehabilitation Staff Report and project update
March 7, 2023 – Authorization for construction phase services with Welch Comer
March 7, 2023 – BNSF crossing surface installation Agreement
February 1, 2022 – Engineering Services Agreement with Welch Comer

APPROVED OR DIRECTION GIVEN:

City Council approved all items

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. City of Post Falls Award Packet



**Your Safety • Your Mobility
Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129 • Boise, ID 83707-1129

(208) 334-8000 • itd.idaho.gov

January 9, 2024

To: Strategic initiatives Program Local Transportation Grant Program Recipients (48)

RE: 2023 Strategic Initiatives Program Local Transportation Grant Program (LTGP) Awards

Your application for LTGP funding was approved at the December 13, 2023 Idaho Transportation Board Meeting per the attached Board Agenda Item.

Thank you for partnering with our MPO Directors and ITD District Engineers beginning July 1, 2023, when the application process began. There were 127 applications totaling \$293 million in transportation projects submitted by the September 1st due date, showing the significant need statewide for infrastructure improvements with projects ready to start construction within the next two years.

The Idaho Transportation Board considered a list of projects in the November and December Board meetings. Of those, 48 applications were approved totaling \$100 million in grants delivering transportation improvements across Idaho as shown on page 58 of the Board Agenda Item.

Please find enclosed a draft Memorandum of Understanding (MOU) outlining the award parameters and reporting responsibilities of each party. Included with the MOU is your approved application outlining the agreed upon project scope of work. During the month of January 2024, ITD Planning Manager Scott Luekenga will initiate the MOU and schedule the distribution of funding or partial funding to help expedite your approved construction project.

If you have any questions about the draft MOU, please contact Mr. Luekenga at (208) 334-5087 or scott.luekenga@itd.idaho.gov.

Sincerely,

Dan McElhinney, P.E.

Chief Deputy Director/Chief Operations Officer

Enc: Board Agenda Item and draft MOU

cc: Bill Moad - ITD Board Chairman, Scott Stokes - ITD Director, District Engineers
Amy Schroeder - Division Administrator Planning & TECM Program



Board Agenda Item

ITD 2210 (Rev. 10-13)

Meeting Date December 13, 2023

Consent Item ☐

Information Item ☐

Amount of Presentation Time Needed 10 minutes

Presenter's Name	Presenter's Title	Initials	Reviewed By
Dan McElhinney/Scott Luekenga	CD/COO, Planning Manager	DM	
Preparer's Name	Preparer's Title	Initials	
Blake Rindlisbacher	Chief Engineer	BR	

Subject

The Strategic Initiatives Program Local Transportation Grant Program (LTGP)

Key Number	District	Route Number
N/A	N/A	N/A

Background Information

In follow up to last month's presentation, this board item is to approve the Local Transportation Grant Program (LTGP) grantees.

The Governor signed House Bill 132 on March 16, 2023, which amended the Strategic Initiatives Program (SIP) by creating a Strategic Initiatives Grant Program for local units of government. The Governor signed Senate Bill 1189 on April 3, 2023 which appropriated \$100 million to the Strategic Initiatives Grant Program Fund for fiscal year 2024. Each change was effective as of July 1, 2023. In the last five months the Transportation Department, in cooperation with local stakeholders, has created a grant application process, called for applications, received applications, and is currently finalizing a review of the applications. A list of projects recommended for grants will be presented to the Board for approval in a future Idaho Transportation Board meeting.

IC 40-719 (3)(a): "...the strategic initiatives grant program shall be for the purpose of assisting local units of government to mitigate the impact of state highway projects on local roads or for economically significant local transportation projects that require the assistance of the Idaho transportation department to facilitate."

IC 40-719 (3)(c): "Fifty percent (50%) of the funds appropriated to the strategic initiatives grant program described in this subsection shall be awarded to large urban areas that have a population greater than fifty thousand (50,000), and fifty percent (50%) of such funds shall be awarded to rural areas or to small urban areas with a population of that is less than fifty thousand (50,000). ... The Idaho transportation department shall report annually to the transportation and defense committee of the house of representatives and the transportation committee of the senate of the legislature regarding the strategic initiatives grant program."

In late July 2023, \$100 million was deposited into the Strategic Initiatives Grant Program Fund. In June 2023 the Board approved the FY2024 Local Transportation Grant Program details, and authorized staff to call for local project nominations between July 1, 2023 and September 1, 2023. Local transportation agencies responded very well to the call for projects - ITD received 127 applications totaling over \$293 million in transportation projects as follows:

Large Urban (Category 1) – 20 applications totaling \$123,721,198.97
Small Urban/Rural (Category 2) – 107 applications totaling \$169,552,046.99



Board Agenda Item

ITD 2210 (Rev. 10-13)

In September 2023 ITD initiated a two-step application review process. The first level review focused on project readiness, timing, and application completeness. ITD's Chief Engineer and District Engineers in coordination with MPO Directors reviewed the Large Urban area (Category 1) applications. Also, ITD's six District Planning Managers and the HQ Planning and Development Manager reviewed the Small Urban/Rural area (Category 2) applications.

The second level review was completed by ITD in consultation meetings with MPO Directors and ITD District Engineers. This review was a more detailed focus on scope and factors such as:

- assisting to mitigate the impacts of state highway projects on local roads
- reviewing the proposed scope for overall benefits, completeness of quality infrastructure and construction schedule
- traffic operational considerations
- statewide perspective of program balance and plan for Board approval recommendation in 2023
- chance for economically significant local transportation projects that require the assistance of the ITD to facilitate funding

Recent coordination and next steps include:

- October 13 & 27, 2023 – Updates with MPO Directors, Chief Deputy and DAs, Large Urban
- November 6, 2023 – Chief Deputy and DA outreach to all Small Urban/Rural applicants update
- November 15, 2023 – Review LTGP status with the Idaho Transportation Board along with a draft recommended grant list
- December 13, 2023 – Request Idaho Transportation Board concurrence of a final grant award list
- December 2023 – January 2024 – inform applicants of award or non-award by letter to each
- January 2024 – Initiate execution of Memorandum of Understandings (MOUs) with grant awardees
- January 2024 – Begin distribution of funding to grant awardees per MOU and construction readiness
- February through November 2024 – ITD will track and monitor progress, Grant Recipients will:
 - prepare plans and bid documents per scope planned
 - provide a construction schedule before construction begins
 - follow State Procurement Rules for advertising, bidding, and award of contracts
 - provide construction oversight and project administration
 - provide a project annual update and a close-out report including a summary of project accounting, with before and after pictures upon project completion
 - complete project construction
- November 2024 – ITD in teamwork with grant recipients will report progress status to the Board.

ITD appreciates all the local highway agencies who took the time to submit applications. Local agencies responded promptly and efficiently to ITD's call for project applications which resulted in applications for about three times the funding available.

ITD is confident that the projects recommended for funding will accomplish the requirements of the legislation, and that the grant application process and the corresponding strong response from local agencies to this first Local Transportation Grant Program demonstrates excellent multi-agency teamwork and statewide readiness to deliver infrastructure improvements for Idaho.

Recommendations

Board approve the attached list of LTGP grantees. Resolution on page 62.

Table A - SIP Local Transportation Grant Program - Projects Recommended

Approved

Category	Applicant	Project Name	Project Scope	LTGP Funds
District 1				
Large Urban	City of Coeur d'Alene	Government Way	Intersection Improvements	\$4,826,000.00
Large Urban	City of Post Falls	Spokane Street	Pavement Rehabilitation	\$1,170,000.00
Small Urban/Rural	Benewah County R&B	Benewah Creek Rd	Pavement Rehabilitation	\$1,500,000.00
Small Urban/Rural	Boundary County R&B	Sunrise Road	Intersection Improvements	\$2,000,000.00
Small Urban/Rural	City of Clark Fork	Stephen Street	Pavement Rehabilitation	\$600,000.00
Small Urban/Rural	City of Kootenai	Railroad Ave	Corridor Improvements	\$1,700,000.00
Small Urban/Rural	City of Plummer	Plummer Local Rd	Pavement Rehabilitation	\$610,000.20
Small Urban/Rural	City of Ponderay	McNearney Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of St. Maries	Local Roads	Pavement Rehabilitation	\$73,000.00
Small Urban/Rural	Shoshone County R&B	Silver Valley Rd	Pavement Rehabilitation	\$990,000.00

District 2				
Large Urban	City of Lewiston	Snake River Ave	Corridor Improvements	\$3,715,247.00
Small Urban/Rural	City of Craigmont	Division Ave	Pavement Rehabilitation	\$733,000.00
Small Urban/Rural	Grangeville HD	Johnston Rd	Pavement Rehabilitation	\$1,966,022.00
Small Urban/Rural	Idaho County R&B	Lamb Street	Safety Improvements (Signs)	\$110,000.00
Small Urban/Rural	Nez Perce R&B	Webb Rd	Corridor Improvements	\$2,000,000.00
Small Urban/Rural	North HD	Central Ridge, Morhler, Livengood Rd	Culvert Replacement	\$780,000.00
Small Urban/Rural	North Latah HD	Mountain View Rd	Pavement Rehabilitation	\$247,000.00

District 3				
Large Urban	City of Eagle	Downtown Phase 2	Corridor Improvements	\$2,149,500.00
Large Urban	City of Meridian	South Linder Road	Corridor Improvements	\$4,305,388.70
Large Urban	City of Nampa	Ustick Rd West of SH-16	Corridor Improvements	\$10,000,000.00
Small Urban/Rural	City of Cambridge	Commercial Street	Pavement Rehabilitation	\$1,460,000.00
Small Urban/Rural	City of Kuna	Kay/Avalon	Intersection Improvements	\$1,121,660.00
Small Urban/Rural	City of Marsing	Bruneau Highway	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of McCall	Davis Ave	Pavement Rehabilitation	\$1,859,000.00
Small Urban/Rural	City of Middleton	Cemetery Rd & SH44	Intersection Improvements	\$1,972,300.00
Small Urban/Rural	City of Weiser	Commercial Street	Pavement Rehabilitation	\$1,987,000.00
Small Urban/Rural	Mountain Home HD	Old Hwy 30	Pavement Rehabilitation	\$2,000,000.00

District 4				
Large Urban	City of Twin Falls	Eastland Dr	Corridor Improvements	\$8,281,960.00
Small Urban/Rural	Shoshone HD	Burma Rd	Pavement Rehabilitation	\$1,854,000.00
Small Urban/Rural	Gooding HD	1800 E Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Hagerman HD	Hagerman Highway	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Blaine County R&B	Buttercup Rd	Pavement Rehabilitation	\$2,000,000.00

District 5				
Large Urban	City of Pocatello	Hiline & Flandro Roads	Intersection Improvement	\$2,000,000.00
Small Urban/Rural	Caribou County R&B	Blackfoot River Rd	Pavement Rehabilitation	\$1,635,000.00
Small Urban/Rural	City of Georgetown	Multiple Streets	Pavement Rehabilitation	\$239,000.00
Small Urban/Rural	City of Grace	Center Street	Culvert Replacement	\$1,003,000.00
Small Urban/Rural	City of Lava Hot Springs	4th Street	Pavement Rehabilitation	\$514,000.00
Small Urban/Rural	City of Malad	Bannock Street	Pavement Rehabilitation	\$1,960,980.00
Small Urban/Rural	City of Shelley	Fir Street	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Soda Springs	Main Street	Pavement Rehabilitation	\$1,500,000.00

District 6				
Large Urban	City of Idaho Falls	Pancheri Bridge	Pavement Rehabilitation	\$3,451,904.30
Large Urban	Bonneville County R&B	Iona Rd	Corridor Improvements	\$8,100,000.00
Large Urban	City of Iona	Denning, Scoresby & Free Ave	Road Safety Improvements	\$2,000,000.00
Small Urban/Rural	City of Victor	Agate Ave	Corridor Improvements	\$692,036.58
Small Urban/Rural	City of Rexburg	Pioneer Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Sugar City	Railroad Ave & 3rd South	Corridor Improvements	\$550,000.00
Small Urban/Rural	Fremont County R&B	South St. Anthony Exit	Pavement Rehabilitation	\$843,001.22
Small Urban/Rural	City of Teton	3rd E & 1st N	Pavement Rehabilitation	\$1,500,000.00

11 Large Urban Total = \$50,000,000.00
 37 Small Urban/Rural Total = \$50,000,000.00
 48 Total Recommended = \$100,000,000.00

*Partially funded.

Table B - SIP Local Transportation Grant Program - Projects Not Recommended

Category	Applicant	Project Name	Project Scope	LTGP Funds
District 1				
Large Urban	City of Hayden	Ramsey Rd & Honeysuckle Ave	Intersection Improvements	\$2,500,000.00
Large Urban	Post Falls HD	Huetter Road	Roadway Widening	\$7,453,000.00
Small Urban/Rural	Bonner County R&B	Whiskey Jack-Oden Connection	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Bonners Ferry	Ash Street	Pavement Rehabilitation	\$1,850,000.00
Small Urban/Rural	City of Pinehurst	Division Street	Pavement Rehabilitation	\$1,970,000.00
Small Urban/Rural	City of Priest River	Downtown	Corridor Revitalization	\$1,769,000.00
Small Urban/Rural	City of Rathdrum	Greensferry Rd / Hayden Ave	Intersection Improvements	\$2,000,000.00
Small Urban/Rural	City of Sandpoint	5th & Pine	Signal & Rehabilitation	\$1,495,920.00
Small Urban/Rural	East Side HD	Canyon Rd	Pavement Rehabilitation	\$1,663,100.00
Small Urban/Rural	Lakes HD	Diagonal Rd	Roadway Widening	\$2,490,000.00
District 2				
Large Urban	City of Lewiston	Bryden Ave	Roadway Widening	\$10,000,000.00
Large Urban	City of Lewiston	9th Street	Corridor Improvements	\$3,333,045.00
Small Urban/Rural	City of Moscow	Multiple	Pavement Rehabilitation	\$1,961,127.00
Small Urban/Rural	Cottonwood HD	Graves Creek	Pavement Rehabilitation	\$800,000.00
Small Urban/Rural	Evergreen HD	Winchester Rd	Roadway Widening	\$1,150,000.00
Small Urban/Rural	Nez Perce HD	Lapwai Rd	Roadway Widening	\$2,000,000.00
Small Urban/Rural	North Latah	Eid Rd	Pavement Rehabilitation	\$732,000.00
Small Urban/Rural	South Latah HD	Cow Creek Rd	Widening & Safety Improvements	\$703,000.00
District 3				
Large Urban	Canyon County HD	Middleton & Linden Rd	Intersection Improvements	\$3,539,106.00
Large Urban	City of Boise	Emerald Street Overpass	Corridor Improvements	\$10,000,000.00
Large Urban	Nampa HD #1	CAN ADA RD	Corridor Improvements	\$10,000,000.00
Small Urban/Rural	Adams County R&B	Indian Valley Rd	Pavement Rehabilitation	\$1,350,000.00
Small Urban/Rural	Atlanta HD	Middle Fork Rd	Roadway Reconstruction	\$2,000,000.00
Small Urban/Rural	City of Cascade	Payette & Front St	Pavement Rehabilitation	\$1,999,942.00
Small Urban/Rural	City of Emmett	12th & Substation Rd	Intersection Improvements & Rehabilitation	\$1,859,000.00
Small Urban/Rural	City of Fuitland	Pennsylvania Ave	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Greenleaf	Friends Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Mountain Home	E 8th N & American Legion	Intersection Improvements	\$1,950,000.00
Small Urban/Rural	City of New Plymouth	Southwest Ave	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Payette	Main Street	Corridor Revitalization	\$2,000,000.00
Small Urban/Rural	Gem County R&B	Little Freeze Out	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Glenns Ferry HD	Old Highway 30	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Payette County R&B	Pearl Road	Pavement Rehabilitation	\$564,154.00
Small Urban/Rural	Valley County R&B	Elo Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Washington County R&B	Stagecoach Loop	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Wieser Valley HD	Johnson RD	Pavement Rehabilitation	\$1,238,000.00
District 4				
Small Urban/Rural	Albion HD	Multiple	Chip Seal	\$1,349,000.00
Small Urban/Rural	Buhl HD	1400 E, 3700N to 4000 N Rd	Pavement Rehabilitation	\$1,063,000.00
Small Urban/Rural	City of Albion	North & West Street	Pavement Rehabilitation	\$632,000.00
Small Urban/Rural	City of Filer	3700 N	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Hailey	Myrtle St	Corridor Improvements	\$1,788,746.77
Small Urban/Rural	City of Heyburn	J, 21st St & US30	Intersection Improvements	\$2,000,000.00
Small Urban/Rural	City of Kimberly	3400 E.	Intersection Improvements	\$1,998,543.94
Small Urban/Rural	Jerome HD	North Road Phase 4	Add left turn lanes	\$2,000,000.00
Small Urban/Rural	Murtaugh HD	2900 N	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Oakley HD	400 W	Pavement Rehabilitation	\$1,672,000.00
Small Urban/Rural	Raft River HD	Interstate Feeders	Pavement Rehabilitation	\$1,667,000.00
Small Urban/Rural	Richfield HD	1420 North Road	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Twin Fall HD	3800 East	Pavement Rehabilitation	\$1,998,000.00
Small Urban/Rural	Wendell HD	3200 S	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	West Point HD	3400 S	Pavement Rehabilitation	\$2,000,000.00

continued on next page

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Table B - SIP Local Transportation Grant Program - Projects Not Recommended

Category	Applicant	Project Name	Project Scope	LTGP Funds
District 5				
Large Urban	City of Chubbuck	Chubbuck Rd	Intersection Improvements	\$7,630,000.00
Small Urban/Rural	Bannock County R&B	Old Hwy 91	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Bear Lake County R&B	East Shore Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Bingham County R&B	New Sweden Rd	Pavement Rehabilitation	\$1,316,000.00
Small Urban/Rural	Bingham County R&B	Woverine Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of American Falls	Oregon Trail Truck Route	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Bancroft	1st & 3rd W Street	Drainage Improvements	\$1,250,000.00
Small Urban/Rural	City of Blackfoot	Parkway Ave	Corridor Improvements	\$2,000,000.00
Small Urban/Rural	City of Bloomington	Bloomington Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	City of Preston	400 East	Pavement Rehabilitation	\$600,000.00
Small Urban/Rural	Downey-Swan Lake HD	Downtana Rd	Pavement Rehabilitation	\$750,000.00
District 6				
Large Urban	City of Ammon	Ammon Rd	Corridor Improvements	\$1,982,936.67
Small Urban/Rural	City of Ashton	Railroad Ave	Pavement Rehabilitation	\$450,000.00
Small Urban/Rural	City of Driggs	Johnson Ave	Corridor Improvements	\$2,000,000.00
Small Urban/Rural	City of Lewisville	500 N	Pavement Rehabilitation	\$1,400,000.00
Small Urban/Rural	City of Ririe	US20B	Corridor Improvements	\$975,000.00
Small Urban/Rural	City of Roberts	2858 E	Pavement Rehabilitation	\$1,701,000.00
Small Urban/Rural	City of St. Anthony	W 7th South St	Pavement Rehabilitation	\$1,500,000.00
Small Urban/Rural	City of Teton	Truck Route	Corridor Improvements	\$1,649,000.00
Small Urban/Rural	Clark County R&B	Old Hwy 91	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Custer County R&B	Custer Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Custer County R&B	Hot Springs Rd	Intersection Improvement	\$2,000,000.00
Small Urban/Rural	Fremont County R&B	Henrys Lake Drive	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Jefferson County HD	Multiple Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Lost River HD	Trail Creek Rd	Pavement Rehabilitation	\$2,000,000.00
Small Urban/Rural	Madison County R&B	Landfill Rd	Pavement Rehabilitation	\$1,988,104.00
Small Urban/Rural	Madison County R&B	Salem Rd	Pavement Rehabilitation	\$739,740.50
Small Urban/Rural	Teton County HD	W4000N Rd	Pavement Rehabilitation	\$2,000,000.00

9 Large Urban Total = \$56,438,087.67
 70 Small Urban/Rural Total = \$118,032,378.21
 79 Total Not Recommended = \$174,470,465.88

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Table C - SIP Local Transportation Grant (Program Recommendation Summary)

Large Urban (Category 1) Summary								
	District 1	District 2	District 3	District 4	District 5	District 6	Total Award	Remain Funds
# of Grant Applicants	4	3	6	1	2	4	20	
# of Grant Awards	2	1	3	1	1	3	11	
Funds Awarded	\$5,996,000.00	\$3,715,247.00	\$16,454,888.70	\$8,281,960.00	\$2,000,000.00	\$13,551,904.30	\$50,000,000.00	\$0.00
% of \$50,000,000.00	11.99%	7.43%	32.91%	16.56%	4.00%	27.10%	100.00%	0.00%

Small Urban/Rural (Category 2) Summary								
	District 1	District 2	District 3	District 4	District 5	District 6	Total Award	Remain Funds
# of Grant Applicants	16	12	22	19	17	21	107	
# of Grant Awards	8	6	7	4	7	5	37	
Funds Awarded	\$9,473,130.20	\$5,836,022.00	\$12,399,960.00	\$7,854,000.00	\$8,851,980.00	\$5,584,907.80	\$50,000,000.00	\$0.00
% of \$50,000,000.00	18.95%	11.67%	24.80%	15.71%	17.70%	11.17%	100.00%	0.00%

Total Awards								
	District 1	District 2	District 3	District 4	District 5	District 6	Total Award	Remain Funds
Applications Submitted/ Recommended	20 10	15 7	28 10	20 5	19 8	25 8	127 48	
Category 1	\$5,996,000.00	\$3,715,247.00	\$16,454,888.70	\$8,281,960.00	\$2,000,000.00	\$13,551,904.30	\$50,000,000.00	\$0.00
Category 2	\$9,473,130.20	\$5,836,022.00	\$12,399,960.00	\$7,854,000.00	\$8,851,980.00	\$5,584,907.80	\$50,000,000.00	\$0.00
Total District Award	\$15,469,130.20	\$9,551,269.00	\$28,854,848.70	\$16,135,960.00	\$10,851,980.00	\$19,136,812.10	\$100,000,000.00	\$0.00
% of \$100,000,000.00	15.47%	9.55%	28.85%	16.14%	10.85%	19.14%	100.00%	0.00%

127 Total Applications
48 Grant Recipients Recommended

RESOLUTION

WHEREAS, the legislature amended, and the governor approved changes to IC Section 40-719 (HB132 & SB 1189) to establish a Strategic Initiatives Grant Program for local units of government; and

WHEREAS, the legislature has appropriated \$100 million to the strategic initiatives program which shall be used by the Idaho Transportation Department (ITD) on local roads to mitigate the impact of adding new connections of state highways to interstate highways; and

WHEREAS, fifty percent (50%) of the funds appropriated to the strategic grant program shall be awarded to large urban areas that have a population greater than fifty thousand (50,000), and fifty percent (50%) of such funds shall be awarded to rural areas or to small urban areas with a population that is less than fifty thousand (50,000); and

WHEREAS, the Idaho Transportation Department has established the Local Transportation Grant Program (LTGP) for the identification and selection of projects in large urban, small urban and rural areas; and

WHEREAS, ITD, in collaboration with Idaho's Metropolitan Planning Organizations (MPOs), have selected projects for recommendation of grant awards to the Idaho Transportation Board in large urban and small urban and rural areas; and

WHEREAS, the ITD and the selected grant recipients will execute a Memorandum of Understanding (MOU) for the transfer of Local Transportation Grant Program funding.

NOW THEREFORE BE IT RESOLVED, that the Idaho Transportation Board approves the recommendations of the LTGP applications identified in Table A - SIP Local Transportation Grant Program (Projects Recommended) list as submitted in this Board item as the recipients of the identified Local Transportation Grant Program funding.

BE IT FURTHER RESOLVED, that the Board authorizes the Director to finalize and sign the MOUs between ITD and the LTGP awardees on behalf of the Idaho Transportation Department.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE IDAHO TRANSPORTATION DEPARTMENT
AND THE CITY OF POST FALLS**

To provide the agreement guidelines for the Idaho Transportation Department (ITD) and the City of Post Falls (GRANT RECIPIENT), hereinafter "Party" or "Parties", in cooperative endeavors within each agency's scope of responsibility related to the FY2024 Strategic Initiatives Program Local Transportation Grant Program.

AUTHORITY:

Idaho Code 40-719 created the Strategic Initiatives Grant Program and established the Strategic Initiatives Grant Program Fund, and Senate Bill No. 1189 appropriated funds to ITD for FY2024. Idaho Code section 40-317 and Idaho Code sections 67-2326 through 2333 and 67-2339.

AWARD AMOUNT AND PROJECT DESCRIPTION:

\$ 1,170,000.00 is approved from the Strategic Initiatives Grant Program for Grant Recipient's project as described in their application attached as Exhibit A for Spokane Street Rehabilitation—Spokane River Bridge to I-90 Pavement Rehabilitation.

ITD RESPONSIBILITIES:

1. To ensure the Strategic Initiatives Grant Program is used to mitigate the impact of state highway projects on local roads or for economically significant local transportation projects that require the assistance of ITD to facilitate funding.
2. Review Grant Recipient's provided information outlined below and concur in project readiness before processing fund transfer(s) from the Strategic Initiatives Grant Program Fund to the Grant Recipient, and process funding transfer within 30 days of approving the Grant Recipient's request for construction funding.
3. Report annually to the transportation and defense committee of the House of Representatives and the transportation committee of the Senate of the Legislature regarding the Strategic Initiatives Grant Program.

GRANT RECIPIENT RESPONSIBILITIES:

1. Utilize Grant funding to complete project scope within allotted cost and schedule as described in Grant Recipient's application included as Exhibit A.
2. Provide account routing information for the transfer of the Strategic Initiatives Grant Program award.
3. Follow all applicable state laws governing the expenditures of state funds.
4. Submit construction-ready plans to ITD, including a construction schedule and request for construction funding.
5. Follow State procurement rules for advertising, bidding and award of contracts.

6. Provide construction oversight and project administration.
7. Provide an annual update on the project status no later than September 30, beginning in 2024.
8. Complete project construction, including any change orders or other contract adjustments.
9. Provide a final close-out report including a summary of project accounting, with before and after pictures upon project completion.
10. Responsible for answering media, public or government inquiries related to the expenditures of these funds.

LIMITATIONS:

Nothing in this MOU between the Parties shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States. Nothing in this MOU shall be construed as expanding the liability of the Parties. In the event of a liability claim, each Party shall defend their own interests. No Party shall be required to provide indemnification of the other Parties.

EFFECTIVE DATE:

This MOU shall become effective upon the most recent signature by authorized representative of the Director, Idaho Transportation Department, and the authorized representative for the Grant Recipient, and will remain in force unless formally terminated by both Parties.

METHOD OF AMENDMENT OR TERMINATION:

Amendments or requests for termination of this MOU may be proposed in writing at any time by any Party. Amendments will become effective upon signature by all Parties to this MOU and shall be attached to this MOU and made a part thereof.

CONFLICTING PROVISION:

If any provision of this MOU shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this MOU be enacted, then that conflicting provision in the MOU shall be deemed null and void. In the event any provision of this MOU is determined null and void, all remaining provisions shall remain in full force and effect.

EFFECTIVE DATE: _____, 2024

IDAHO TRANSPORTATION DEPARTMENT


Dan McElhinney, Chief Deputy Director

GRANT RECIPIENT

Ron Jacobson, Mayor

Exhibit A

Grant Recipient's Application

Applicant Information

Applicant:

Mailing Address: 408 N. Spokane St.

City: Post Falls

State: ID

Zip Code: 83854

Contact person: Andrew Arbini

Title: Projects Division Manager, Public Works

Phone: 208-457-3378

Email: aarbini@postfalls.gov

Project Title: Spokane Street Rehabilitation – Spokane River Bridge to I-90

Local Highway Agency Name: City of Post Falls

Local Highway Agency Address: 408 N. Spokane St., Post Falls, ID 83854

*Contact Name: Andrew Arbini

Phone: (208) 457-3378

Email: aarbini@postfalls.gov

*Please list the person from your agency we should call if we have any questions on this project application.

Amount Requested: \$1.17 million

Total Amount of Project: \$1.57 million

Amount and Source of Other Funds: \$400,000 – Local City Budgeted Funds – Impact Fees, General Fund, and Water/Sewer Capital Funds

Please provide the following supportive information in the order listed below.

1. Provide a description of the proposed project. Include the importance and need of the project, the regional benefit, and the overall impact to the local transportation system. (limit 1 page).
 - a. Yes. See Attached
2. Provide project scope, construction limits and permits, schedule and estimated project cost.
 - a. Yes. See Attached
3. Do you have all right-of-way (R/W) for your project? Explain (limit ½ page). Provide documentation of R/W, easements, or commitments.
 - a. Yes. See Attached
4. Are your engineering plans ready to bid or will they be ready within 6 months of grant award? Provide explanation of progress to date, and evidence of current project development (plan set).
 - a. Yes. See Attached
5. How does the project mitigate the impacts of state highway projects on local roads, OR why is the project economically significant and require the assistance of the Idaho Transportation Department? (limit 1 page)
 - a. Yes. See Attached
6. Do you have community support for your project? Include unique letters of support from the supporting partners including Local/Rural planning groups, Metropolitan Planning Organizations, law enforcement, fire department, police department, school district, local businesses, etc. (limit 5 single page letters)
 - a. Yes. See Attached

FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM AGREEMENT FORM

Please complete the form with the appropriate signing authority at the bottom of the form. Return the form with your completed application.

Local Highway Jurisdiction: City of Post Falls

Signing Authority: Ronald L. Jackson

Position: Mayor, City of Post Falls

Project Name: Spokane Street Rehabilitation – Spokane River Bridge to I-90

Receiving this grant requires the Local Highway Agency to agree to the following program requirements:

- Prepare plans and bid documents
- Provide a construction schedule before construction begins
- Follow State Procurement Rules for advertising, bidding and award of contracts
- Provide construction oversight and project administration
- Provide a project close-out report including a summary of project accounting, and before and after pictures upon project completion
- Complete project construction

ACKNOWLEDGED BY

[Signature]
SIGNATURE

8/24/23
DATE

1 - Project Description

Spokane Street Rehabilitation

Introduction

Spokane Street has been at the heart of Post Falls since incorporation in 1891. Today, it's home to City Hall, multiple parks, restaurants, office spaces, access to the Spokane River, and full interchange with Interstate 90 (I-90). Spokane Street is also the only river crossing in Post Falls. The next crossing is outside the state and is five miles away. In other words, Spokane Street is critical to people within and outside of the city.

The purpose of this application is to secure funding to rehabilitate the portion of Spokane Street between the Spokane River and I-90, in Post Falls' City Center.

Project Need

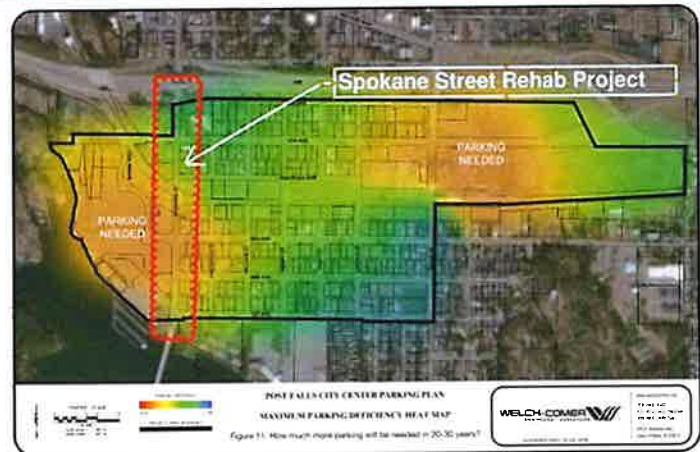
This project is needed to mitigate the following:

1. Commerce HUB: Post Falls has spent years developing a City Center Master Plan representative of the community's vision to create an identity unique to the City of Post Falls. It's beginning to happen on and around Spokane Street. Rehabilitating Spokane Street ensures public infrastructure can continue to support rapidly expanding private development. Also, businesses will be much more likely to invest in this area and corridor if the primary access arterial is improved to a safe and attractive condition.

2. Primary Access Route: The Spokane Street Rehabilitation project runs straight through the downtown core of Post Falls. In addition to being the only river crossing, many popular businesses, hundreds of houses, and both Falls Park and Q'emiln Park are accessed through the Spokane Street corridor. Rehabilitating the roadway through this project will address the substantial cracking, potholing, and rutting on the roadway to provide a safer surface that will minimize wear and tear on vehicles travelling through the area.

3. Regional Benefit: Rehab of Spokane Street will impact more than just Post Falls. Thousands who live in Kootenai County south of the Spokane River will benefit as well. Without Spokane Street, they would have an additional 15-30 minutes added to every trip, including EMS services.

4. Sole River Crossing: Spokane Street is the sole river crossing in Post Falls, connecting Interstate 90, under ITD's jurisdiction, with the Spokane River Bridge and Post Falls Highway District's extensive road network south of the Spokane River. Ensuring the roadway is in good repair, safe for travel, and dependable is desperately needed and will improve transportation for the entire region.



Spokane Street has been identified through numerous studies as a growing place of commerce and community gathering. It's our "City Center"

5. Maintenance Improvements: Spokane Street is in poor condition. When a partial revitalization was completed in 2016, funding wasn't available to rehabilitate the pavement. Since then, the asphalt has rutted, cracked and had numerous failed utility trench patches. The existing railroad crossing is deteriorating rapidly and is at risk of becoming unpassable which is an obvious concern for residents, visitors, and emergency services.

Agency & Financial Benefit

A 2022 analysis of the city's existing roadway surfaces estimates the annual repair and maintenance cost is in excess of \$2 million to maintain the existing system at current standards. The city's current repair and maintenance budget is less than half of that.

Funding limitations require postponing preservation/maintenance items to correct deficiencies such as Spokane Street. While repairs cannot be postponed forever, investing in preserving pavement in good condition is the most effective use of maintenance funds. The award of Strategic Initiatives funds for this project would allow the City to use local funds on preservation projects elsewhere, decreasing the total cost of road maintenance for all future taxpayers.



It can't be stressed enough how critical safe and dependable access is on Spokane Street, Post Falls' only river crossing.

2 - Project Scope, Limits, Schedule & Estimate

Spokane Street Rehabilitation

Project Scope

The City of Post Falls intends to perform the following project elements:

- **Pavement Rehabilitation:** Remove & replace the existing asphalt on Spokane Street with selected dig-out areas where base rock will be replaced at locations with observed signs of subgrade failure.
- **Minor Utility Improvements:** Replace and/or relocate several existing hydrants to better locations. Also, replace two failing sewer manhole lids, frames and cones.
- **Railroad Crossing Replacement:** City has partnered with BNSF to install concrete crossing planking. Also, install conduits for irrigation, fiber optics, and spare conduits for future use below proposed concrete crossing planks.



Design plans are complete that will replace this antiquated crossing with modern concrete planking.

Permits

The City is currently acquiring encroachment permits from the Idaho Transportation Department (ITD) for work within ITD R/W at Spokane St. & I-90 eastbound (EB) ramps and Spokane St. & Seltice Way.

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared and is ready to be filed to comply with Construction General Permit (CGP) and Idaho Department of Environmental Quality (DEQ).

The applicable permit required from BNSF is nearly complete and undergoing legal review.

Project Schedule

Post Falls' project is designed and ready to bid. To give the city the best chance at favorable bids, advertisement will likely be in January, directly after the holidays. Construction will begin in Spring 2024.

Project Estimate

See attached engineer's estimate for detailed cost breakdown. The total project cost is estimated at \$1.42 million. The City of Post Falls requests \$1.17 million from Strategic Initiatives to complete these critical roadway-related construction costs. City funds, through a combination of Impact Fees, General Fund, and Water/Sewer Capital funds, will fund the remaining \$250,000 in addition to the funds spent to date on design.

City staff and consultants have acquired encroachment permits from the Idaho Transportation Department (ITD) for work within ITD R/W at Spokane St. & I-90 EB ramps and Spokane St. & Seltice Way. A Stormwater Pollution

Prevention Plan (SWPPP) has been prepared and is ready to be filed to comply with Construction General Permit (CGP) and Idaho Department of Environmental Quality (DEQ) requirements when the bid is awarded prior to construction.

Work Task	Timeline
Design	Complete
Anticipated Funding Award	Oct 2023
Bid Phase	January 2024
Bid Award	February 2024
Construction Phase	May – July 2024
Project Closeout	July 2024

Construction Limits

North Project Limit:
Interstate 90

South Project Limit:
Spokane River



3 & 4 - Right of Way & Bid Ready

Spokane Street Rehabilitation

Right of Way

No additional property is required for this project. All planned improvements are within public right of way. Post Falls has verified this through recent projects.

In areas where the city's improvements encroach into Idaho Transportation or BNSF property, all appropriate permits are nearly secured. Specifically, Post Falls has an agreement with BNSF for construction within the at-grade railroad crossing. Post Falls has also secured easements for the portions of the project in ITD R/W at Seltice Way and at the I-90 EB on/off ramp. Post Falls owns all the other R/W in the project limits.

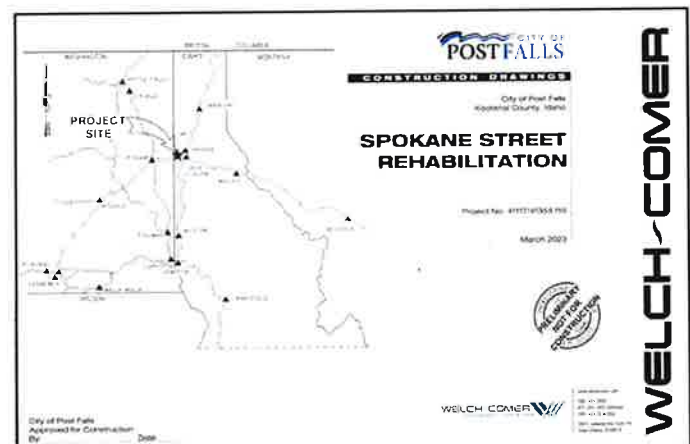


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5 State Highway Impact AND Economic Significance

Spokane Street Rehabilitation

Economic Significance

No other corridor in Post Falls rivals Spokane Street as the most important for economic development. Visitors and citizens arriving in Post Falls often receive their first impression from this arterial and decades of planning has been invested to encourage growth and investment in the city center. Through an Urban Renewal project in 2016, the area surrounding the street was revitalized, decreasing development costs and encouraging further private investment. These investments are beginning to pay off, but much remains to be done. Improving the traveling surface to a safe and attractive condition demonstrates the City's commitment to this area and encourages further economic growth in our city center.

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City of Post Falls | 2023 Strategic Initiatives



The Post Falls Brewery was one of the first developments to come into City Center. They see the coming growth.

Without the Strategic Initiatives funding Post Falls would be burdened to either defer Spokane Street's rehabilitation to attend other transportation maintenance priorities or forego that other important maintenance. Either way, Post Falls' budget is about half of what is necessary to keep up with current maintenance standards.



Post Falls is making progress developing a City Center (aka Downtown). Shortly after the Revitalization in 2016, private development started and is accelerating despite the recent pandemic and construction price inflation. More development is anticipated making Spokane Street even more critical.

6 - Support & Partnerships

Spokane Street Rehabilitation

Community Support

The community recognizes the importance of Spokane Street. They understand the access & safety considerations as well as the commerce benefits.

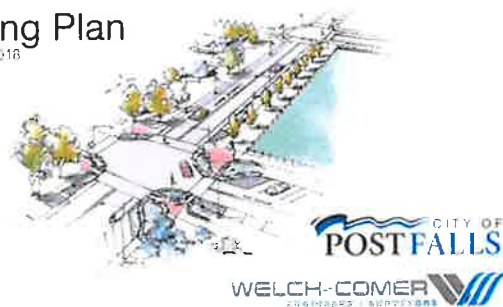
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Additionally, the community has shown broad-spectrum support for this project. Spokane Street has a critical river crossing for which the project contains the only access. That bridge is the only river crossing in Post Falls, and the alternative river crossings are 5 and 10 miles away to the west and east, respectively. The shortest detour route is 16 minutes, drastically increasing emergency response times to residents south of the Spokane River. As such, emergency services support the rehabilitation of this critical link to maintain reasonable response times while the school district supports this rehabilitation project to ensure their routing across the Spokane Street bridge to the south side of the river can continue uninterrupted.



Post Falls City Center Parking Plan

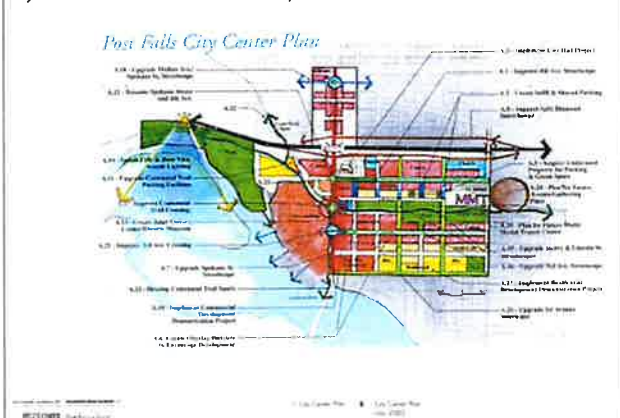
November 2018



WELCH-COMER
ENGINEERS - SURVEYORS



City Center Plan: General Land Use & Project Actions



CITY OF POST FALLS

2021 MASTER PLAN ADDENDUM

Application Contact Information, Questionnaire, and Agreement Form

Applicant Information

Applicant:

Mailing Address: 408 N. Spokane St.

City: Post Falls

State: ID

Zip Code: 83854

Contact person: Andrew Arbini

Title: Projects Division Manager, Public Works

Phone: 208-457-3378

Email: aarbini@postfalls.gov

Project Title: Spokane Street Rehabilitation – Spokane River Bridge to I-90

Local Highway Agency Name: City of Post Falls

Local Highway Agency Address: 408 N. Spokane St., Post Falls, ID 83854

*Contact Name: Andrew Arbini

Phone: (208) 457-3378

Email: aarbini@postfalls.gov

*Please list the person from your agency we should call if we have any questions on this project application.

Amount Requested: \$1.17 million

Total Amount of Project: \$1.57 million

Amount and Source of Other Funds: \$400,000 – Local City Budgeted Funds – Impact Fees, General Fund, and Water/Sewer Capital Funds

Please provide the following supportive information in the order listed below.

1. Provide a description of the proposed project. Include the importance and need of the project, the regional benefit, and the overall impact to the local transportation system. (limit 1 page).
 - a. Yes. See Attached
2. Provide project scope, construction limits and permits, schedule and estimated project cost.
 - a. Yes. See Attached
3. Do you have all right-of-way (R/W) for your project? Explain (limit ½ page). Provide documentation of R/W, easements, or commitments.
 - a. Yes. See Attached
4. Are your engineering plans ready to bid or will they be ready within 6 months of grant award? Provide explanation of progress to date, and evidence of current project development (plan set).
 - a. Yes. See Attached
5. How does the project mitigate the impacts of state highway projects on local roads, OR why is the project economically significant and require the assistance of the Idaho Transportation Department? (limit 1 page)
 - a. Yes. See Attached
6. Do you have community support for your project? Include unique letters of support from the supporting partners including Local/Rural planning groups, Metropolitan Planning Organizations, law enforcement, fire department, police department, school district, local businesses, etc. (limit 5 single page letters)
 - a. Yes. See Attached

FY2024 LOCAL TRANSPORTATION PROJECT GRANT PROGRAM AGREEMENT FORM

Please complete the form with the appropriate signing authority at the bottom of the form. Return the form with your completed application.

Local Highway Jurisdiction: City of Post Falls

Signing Authority: Ronald G. Jackson

Position: Mayor, City of Post Falls

Project Name: Spokane Street Rehabilitation – Spokane River Bridge to I-90

Receiving this grant requires the Local Highway Agency to agree to the following program requirements:

- Prepare plans and bid documents
- Provide a construction schedule before construction begins
- Follow State Procurement Rules for advertising, bidding and award of contracts
- Provide construction oversight and project administration
- Provide a project close-out report including a summary of project accounting, and before and after pictures upon project completion
- Complete project construction

ACKNOWLEDGED BY


SIGNATURE

8/24/23
DATE

Narrative

1 - Project Description

Spokane Street Rehabilitation

Introduction

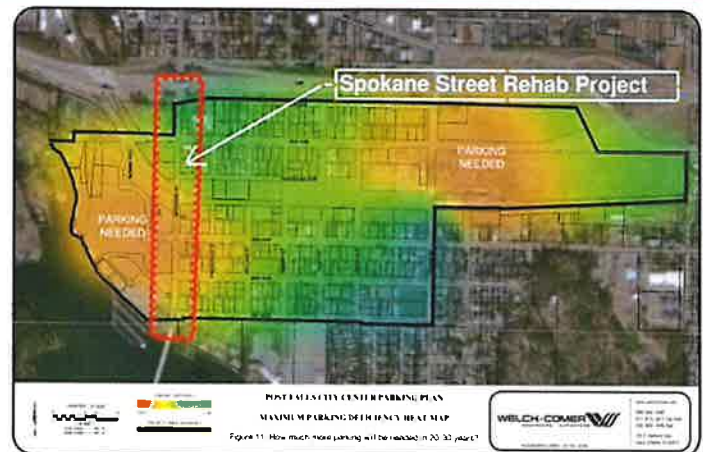
Spokane Street has been at the heart of Post Falls since incorporation in 1891. Today, it's home to City Hall, multiple parks, restaurants, office spaces, access to the Spokane River, and full interchange with Interstate 90 (I-90). Spokane Street is also the only river crossing in Post Falls. The next crossing is outside the state and is five miles away. In other words, Spokane Street is critical to people within and outside of the city.

The purpose of this application is to secure funding to rehabilitate the portion of Spokane Street between the Spokane River and I-90, in Post Falls' City Center.

Project Need

This project is needed to mitigate the following:

- 1. Commerce HUB:** Post Falls has spent years developing a City Center Master Plan representative of the community's vision to create an identity unique to the City of Post Falls. It's beginning to happen on and around Spokane Street. Rehabilitating Spokane Street ensures public infrastructure can continue to support rapidly expanding private development. Also, businesses will be much more likely to invest in this area and corridor if the primary access arterial is improved to a safe and attractive condition.
- 2. Primary Access Route:** The Spokane Street Rehabilitation project runs straight through the downtown core of Post Falls. In addition to being the only river crossing, many popular businesses, hundreds of houses, and both Falls Park and Q'emiln Park are accessed through the Spokane Street corridor. Rehabilitating the roadway through this project will address the substantial cracking, potholing, and rutting on the roadway to provide a safer surface that will minimize wear and tear on vehicles travelling through the area.
- 3. Regional Benefit:** Rehab of Spokane Street will impact more than just Post Falls. Thousands who live in Kootenai County south of the Spokane River will benefit as well. Without Spokane Street, they would have an additional 15-30 minutes added to every trip, including EMS services.
- 4. Sole River Crossing:** Spokane Street is the sole river crossing in Post Falls, connecting Interstate 90, under ITD's jurisdiction, with the Spokane River Bridge and Post Falls Highway District's extensive road network south of the Spokane River. Ensuring the roadway is in good repair, safe for travel, and dependable is desperately needed and will improve transportation for the entire region.



Spokane Street has been identified through numerous studies as a growing place of commerce and community gathering. It's our "City Center"

- 5. Maintenance Improvements:** Spokane Street is in poor condition. When a partial revitalization was completed in 2016, funding wasn't available to rehabilitate the pavement. Since then, the asphalt has rutted, cracked and had numerous failed utility trench patches. The existing railroad crossing is deteriorating rapidly and is at risk of becoming unpassable which is an obvious concern for residents, visitors, and emergency services.

Agency & Financial Benefit

A 2022 analysis of the city's existing roadway surfaces estimates the annual repair and maintenance cost is in excess of \$2 million to maintain the existing system at current standards. The city's current repair and maintenance budget is less than half of that. Funding limitations require postponing preservation/maintenance items to correct deficiencies such as Spokane Street. While repairs cannot be postponed forever, investing in preserving pavement in good condition is the most effective use of maintenance funds. The award of Strategic Initiatives funds for this project would allow the City to use local funds on preservation projects elsewhere, decreasing the total cost of road maintenance for all future taxpayers.



It can't be stressed enough how critical safe and dependable access is on Spokane Street, Post Falls' only river crossing.

2 - Project Scope, Limits, Schedule & Estimate

Spokane Street Rehabilitation

Project Scope

The City of Post Falls intends to perform the following project elements:

- **Pavement Rehabilitation:** Remove & replace the existing asphalt on Spokane Street with selected dig-out areas where base rock will be replaced at locations with observed signs of subgrade failure.
- **Minor Utility Improvements:** Replace and/or relocate several existing hydrants to better locations. Also, replace two failing sewer manhole lids, frames and cones.
- **Railroad Crossing Replacement:** City has partnered with BNSF to install concrete crossing planking. Also, install conduits for irrigation, fiber optics, and spare conduits for future use below proposed concrete crossing planks.



Design plans are complete that will replace this antiquated crossing with modern concrete planking.

Permits

The City is currently acquiring encroachment permits from the Idaho Transportation Department (ITD) for work within ITD R/W at Spokane St. & I-90 eastbound (EB) ramps and Spokane St. & Seltice Way.

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared and is ready to be filed to comply with Construction General Permit (CGP) and Idaho Department of Environmental Quality (DEQ).

The applicable permit required from BNSF is nearly complete and undergoing legal review.

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Project Schedule

Post Falls' project is designed and ready to bid. To give the city the best chance at favorable bids, advertisement will likely be in January, directly after the holidays. Construction will begin in Spring 2024.

Project Estimate

See attached engineer's estimate for detailed cost breakdown. The total project cost is estimated at \$1.42 million. The City of Post Falls requests \$1.17 million from Strategic Initiatives to complete these critical roadway-related construction costs. City funds, through a combination of Impact Fees, General Fund, and Water/Sewer Capital funds, will fund the remaining \$250,000 in addition to the funds spent to date on design.

Work Task	Timeline
Design	Complete
Anticipated Funding Award	Oct 2023
Bid Phase	January 2024
Bid Award	February 2024
Construction Phase	May – July 2024
Project Closeout	July 2024



Construction Limits

North Project Limit:
Interstate 90

South Project Limit:
Spokane River

3 & 4 - Right of Way & Bid Ready

Spokane Street Rehabilitation

Right of Way

No additional property is required for this project. All planned improvements are within public right of way. Post Falls has verified this through recent projects.

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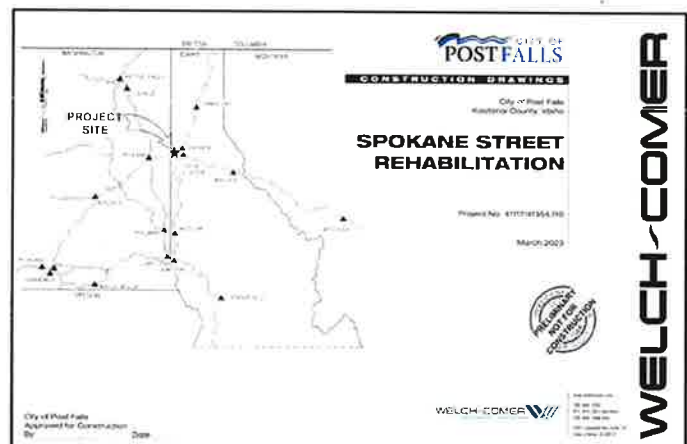


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Post Falls City Center Parking Plan

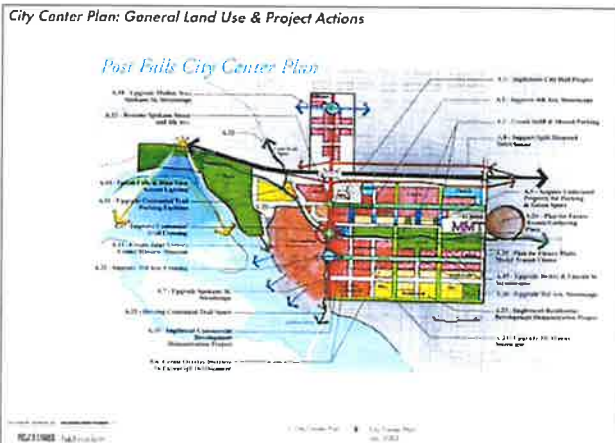
November 2018



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City Center Plan: General Land Use & Project Actions



CITY OF POST FALLS

2021 MASTER PLAN ADDENDUM

Vicinity Map

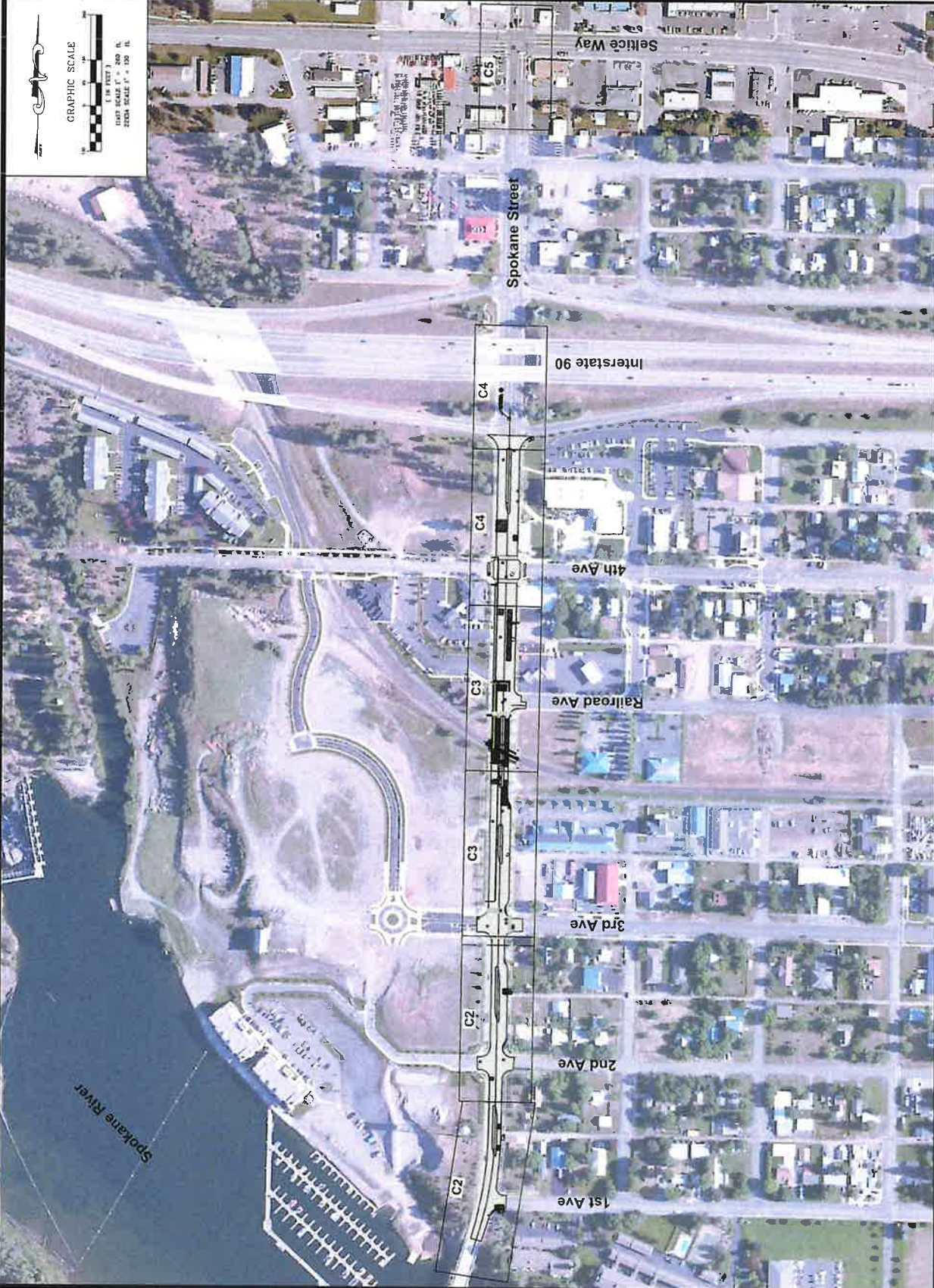
SHEET NO:
DATE: 03-30-2023
DWG NAME: 41117P10.DWG
CHECKED BY: MWS
DRAWN BY: MFD/JMG
DESIGNED BY: JOY
PROJECT NO: 41117P10.DWG

CITY OF POST FALLS
SPOKANE STREET
REHABILITATION
PROJECT OVERVIEW

WELCH-COMER ENGINEERS & SURVEYORS
330 E. Lakeside Ave., Suite 101
Coeur d'Alene, ID 83814
(cell free) 877-815-5672
(fax) 208-664-5946
208-664-9382
www.welchcomer.com
REGISTERED PROFESSIONAL ENGINEER
NO. 10173
EX. 10173



CORRECTION 2023
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Preliminary Project Estimate

CITY OF POST FALLS					
SPOKANE STREET REHABILITATION					
<u>ENGINEER'S OPINION OF PRELIMINARY PROJECT COSTS</u>					
Prepared By:	Jack Griffing	Date:	August 23, 2023		
Project Manager:	Matt Gillis	Date:			
Item No.	Description	Unit	Quantity	Unit Price	Total
2010.4.1.A.1	Mobilization	LS	1	\$95,500.00	\$95,500.00
201.4.1.D.1	Removal of Existing Asphalt	SF	116605	\$1.00	\$116,605.00
201.4.1.D.3	Removal of Existing Sidewalk	SF	1432	\$5.00	\$7,160.00
201.4.1.E.1	Removal of Existing Curb	LF	157	\$12.50	\$1,962.50
201.4.1.F.1	Dig Outs	SF	8368	\$8.00	\$66,944.00
202.4.9.A.1	Geotechnical & Materials Testing	LS	1	\$15,000.00	\$15,000.00
301.4.1.D.1	Utility Trench Excavation	LF	880	\$20.00	\$17,600.00
301.4.2.A.1	Construction Surveying	LS	1	\$10,000.00	\$10,000.00
401.1.2.A.1	Waterline Extension	LS	1	\$7,500.00	\$7,500.00
403.4.1.A.1	Hydrant	EA	3	\$10,000.00	\$30,000.00
502.4.2.A.1	Replace Manhole Cone, Frame, and Cover	EA	2	\$2,500.00	\$5,000.00
704.4.1.E.1	Cable Vault - WSDOT	EA	2	\$2,500.00	\$5,000.00
704.4.1.F.1	Junction Box, WSDOT Type 8	EA	2	\$750.00	\$1,500.00
706.4.1.A.5	Standard 6" Vertical Curb and Gutter	LF	157	\$55.00	\$8,635.00
706.4.1.E.1	Concrete Sidewalks, 4" Thick	SF	217	\$10.00	\$2,170.00
706.4.1.F.1	Concrete Driveway, 5.5" Thick	SF	108	\$15.00	\$1,620.00
706.4.1.H.1	Ped Ramps w/Detectable Warning Surface	SF	575	\$25.00	\$14,375.00
802.4.1.B.1	Crushed Aggregate for Base Type 3/4" Minus	TON	1809	\$50.00	\$90,450.00
810.4.1.A.1	Superpave HMA, Class SP-3, 1/2" Aggregate	TON	3163	\$140.00	\$442,820.00
1001.4.1.A.1	Sediment Control incl. SWPPP Management	LS	1	\$20,000.00	\$20,000.00
1102.4.1.E.1a	Conduit, 2"	LF	1760	\$10.00	\$17,600.00
1103.4.1.A.1	Construction Traffic Control	LS	1	\$45,000.00	\$45,000.00
1104.4.1.A.1	Permanent Striping - MMA Crosswalks	LS	1	\$6,000.00	\$6,000.00
1105.4.1.A.1	Permanent Signing	LS	1	\$2,000.00	\$2,000.00
2030.4.1.A.1	Manhole, Adjust to Grade	EA	9	\$750.00	\$6,750.00
2030.4.1.E.1	Remove and Replace Valve Box Riser	EA	22	\$500.00	\$11,000.00
2030.4.1.D.1	Miscellaneous Utility, Adjust to Grade	EA	5	\$500.00	\$2,500.00
SP5.4.1.A.1	Remove and Replace Guardrail	LF	20	\$250.00	\$5,000.00
				Subtotal =	\$1,055,691.50
				15% Contingency =	\$158,000.00
				Total Estimated Construction =	\$1,213,700.00

Add Alternate 1 - Trenching under Railroad					
Item No.	Description	Unit	Quantity	Unit Price	Total
301.4.1.D.1	Utility Trench Excavation, 6.5' deep	LF	249	\$35.00	\$8,715.00
1102.4.1.H.1	12" HDPE for Dry Utility Casing	LF	205	\$40.00	\$8,200.00
1102.4.1.E.1a	Conduit, 2"	LF	1245	\$15.00	\$18,675.00
				Subtotal =	\$35,590.00
				15% Contingency =	\$5,000.00
				Total Estimated Construction =	\$40,600.00
Add Alternate 2 - Boring under Railroad					
Item No.	Description	Unit	Quantity	Unit Price	Total
201.4.1.F.1	Dig Outs	SF	502	\$8.00	\$4,016.00
301.4.1.D.1	Utility Trench Excavation, 6.5' deep	LF	141	\$35.00	\$4,935.00
309.4.1.A.1	Horizontal Directional Drilling, 12" dia., excl. pipe	LS	1	\$30,000.00	\$30,000.00
1102.4.1.E.1a	Conduit, 2"	LF	1620	\$15.00	\$24,300.00
1102.4.1.H.1	12" HDPE for Dry Utility Casing	LF	203	\$40.00	\$8,120.00
				Subtotal =	\$71,371.00
				15% Contingency =	\$11,000.00
				Total Estimated Construction =	\$82,400.00
OTHER CONSTRUCTION					
	Railroad Permit Applications				\$17,813.00
	Railroad Planking & Traffic Control				\$100,000.00
ESTIMATED TOTAL PROJECT COST					\$1,566,813.00
	Assumptions:				
	Utility & Railroad Costs, paid by City				\$242,613.00
	Design & Bid (& CPS) Phase, paid by City				\$152,900.00
AMOUNT OF STRATEGIC INITIATIVES FUNDING REQUESTED					\$1,171,300.00

Railroad Agreement



Contract Number: BF-20217320

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20217320
Mile Post 3.16
Line Segment 381
U.S. DOT Number 095866Y
Coeur D'Alene Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of 3/31/23, by and between **City of Post Falls** (hereinafter called, "AGENCY") and BNSF Railway Company (hereinafter called, "BNSF").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to replace the existing concrete crossing surface at Spokane St with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** BNSF will install a new concrete crossing surface for a width of 104 feet to accommodate the roadway width and an estimated 2' overhang. The new crossing surface will adequately cover all vehicular driving lanes at Spokane St. BNSF will perform all necessary track upgrades to accommodate the new crossing surface.
- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:
 - A. Design and Construction of Spokane Street;
 - B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - C. Installation of advance warning signs in accordance with the MUTCD;



Contract Number: BF-20217320

- D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - E. Provide suitable drainage, both temporary and permanent;
 - F. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;
 - G. Construct roadway and sidewalk surface on approaches to each track; and
 - H. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.
- 3) **Payment; Invoicing.** Upon BNSF's receipt of the materials and supplies necessary for the installation of the new crossing surface, BNSF will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface.
- Agency agrees to pay BNSF \$50,183 and No/100 Dollars (\$437) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is Fifty thousand one hundred eighty-three and No/100 Dollars (\$50,183). Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full. In the event Agency expands the scope of the Work or BNSF expects the Actual Costs to exceed the Estimated Costs, and if thereafter requested by Agency, the parties agree to work together in good faith to execute an amendment of this Agreement setting forth the new Estimated Cost, provided that, BNSF may but shall not be required to complete any additional Work until the new Estimated Cost is approved by Agency.
- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the Spokane Street crossing during installation of the new crossing surface.



Contract Number: BF-20217320

- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain storm water from the Spokane Street crossing area into existing AGENCY storm sewers if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at Spokane Street and the new crossing surface on both sides of the track.
- 8) **Contractor Requirements.** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

- 9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.

10) Additional Requirements of the State of Idaho.

The clause contained in this section is required by the State of Idaho. The inclusion of this clause in this Agreement by the Agency does not indicate the Agency's support or opposition to this clause nor acknowledgement by the Agency that this clause is relevant to the subject matter of this Agreement. Rather, this clause is included solely to comply with Idaho state law.

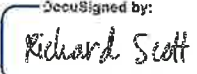
Contracts with Abortion Providers. To the extent that this Agreement authorizes the expenditure of public funds, BNSF, to its knowledge, is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).



Contract Number: BF-20217320

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: 
 1985FBD4B7D948B...
 Printed Name: Richard Scott
 Title: Asst. Dir. Public Projects

AGENCY:

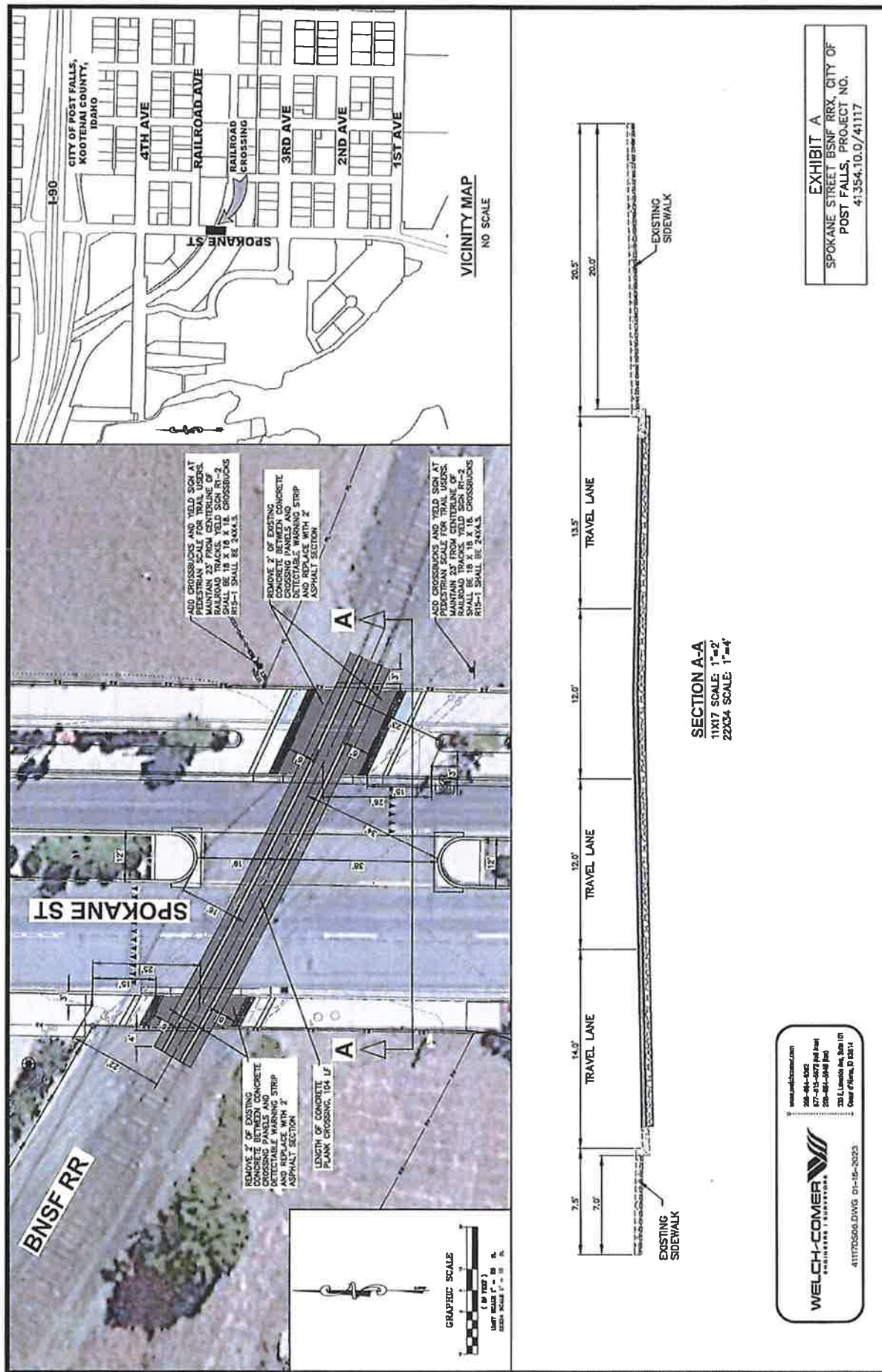
City of Post Falls

By: 
 Printed Name: Kerri Thoreson
 Title: City Council President



Contract Number: BF-20217320

Exhibit A



***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
CITY OF POST FALLS

LOCATION POST FALLS

DETAILS OF ESTIMATE

PLAN ITEM : 237878000

VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
***** LABOR *****			
PLACE FIELD WELDS - CAP	128.0 MH	4,461	
REPLACE PUBLIC CROSSING - TOTAL REHAB	104.0 MH	3,418	
SURFACE TRACK - REPLACEMENT - CAP	48.0 MH	1,628	
UNLOAD BALLAST - REPLACEMENT - CAP	15.0 MH	493	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	52.0 MH	1,709	
PAYROLL ASSOCIATED COSTS		7,653	
DA OVERHEADS		12,705	
EQUIPMENT EXPENSES		6,070	
INSURANCE EXPENSES		2,047	
TOTAL LABOR COST		40,184	40,184
***** MATERIAL *****			
BALLAST NT, SYSTEM AVERAGE COST	250.0 NT **	2,743	
JOINT, COMPROMISE, 115 LB/100 LB, NP, RH, 3L & 4L	4.0 PR **	1,184	
PNL TRK, 40FT, 136SC, 10FT, PNDRL, WOOD	2.0 EA **	14,072	
RAIL, TRANSN, 136/115, BLANK ENDS, NEW TO 1/4 WORN	4.0 EA	4,900	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	234.0 EA **	480	
XING CONC 136LB 10FT TIES TANGENT	104.0 FT **	17,878	
XING CONC RAMP 136LB COMPLETE SET	1.0 ST **	329	
MATERIAL HANDLING		2,077	
ONLINE TRANSPORTATION		3,876	
USE TAX		2,616	
OFFLINE TRANSPORTATION		473	
TOTAL MATERIAL COST		50,628	50,628
***** OTHER *****			
TOTAL OTHER ITEMS COST		0	0
PROJECT SUBTOTAL			90,812
CONTINGENCIES			8,561
BILL PREPARATION FEE			994
GROSS PROJECT COST			100,367
LESS COST PAID BY BNSF			50,184
TOTAL BILLABLE COST			50,183

Plans



CONSTRUCTION DRAWINGS

City of Post Falls
Kootenai County, Idaho

SPOKANE STREET
REHABILITATION

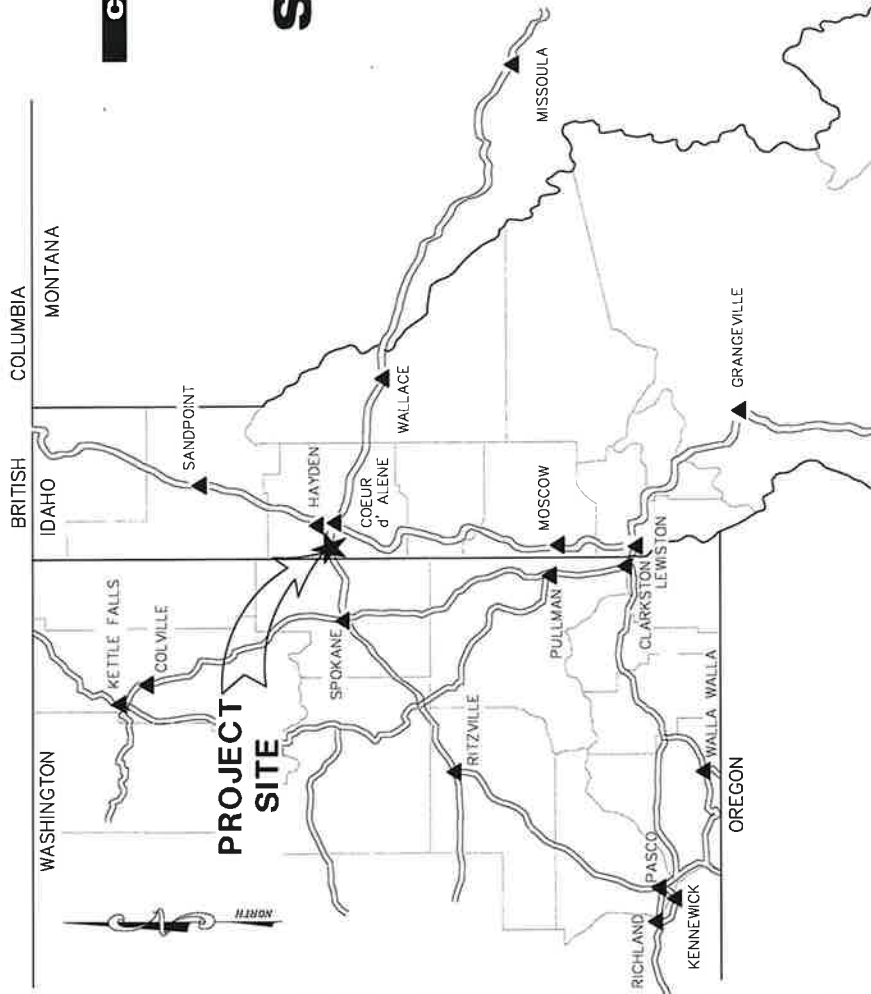
Project No. 41117/41354.110

July 2023



07/06/23

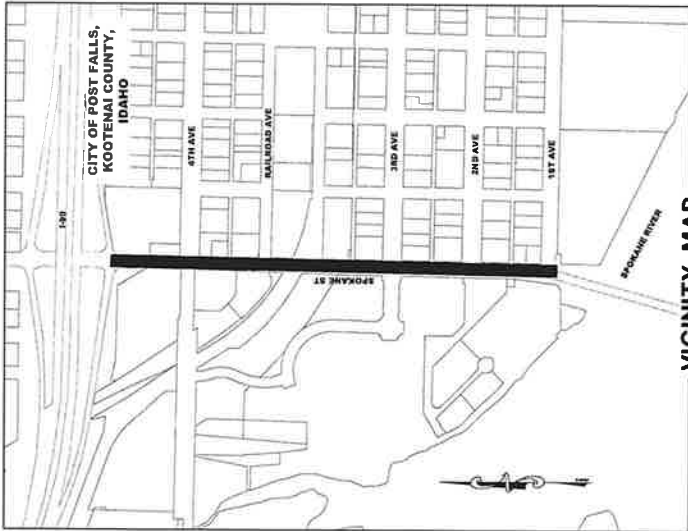
www.welchcomer.com
208-664-9382
877-815-5672 (toll free)
208-664-5946 (fax)
330 E. Lakeside Ave., Suite 101
Coeur d'Alene, ID 83814



Note: Some completed plan sheets
were excluded from the funding
application submittal because of email
file size restrictions.

QA/QC PLAN REVIEW			
ENGINEERING	REVIEWED BY	DATE	
SURVEY	JRG	06-22-23	
	MLH	06-22-23	

City of Post Falls
Approved for Construction
By: _____ Date: _____



VICINITY MAP

GENERAL PROJECT NOTES

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

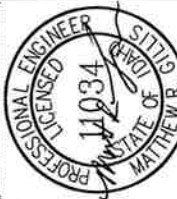


2. DURING THE PREPARATION OF THE CONSTRUCTION DRAWINGS, REVIEW OF AVAILABLE RECORDS AND FIELD RESEARCH WAS CONDUCTED TO LOCATE EXISTING SURVEY MONUMENTS WITHIN THE PROJECT CONSTRUCTION LIMITS IN ACCORDANCE WITH IDAHO CODE 55-1613. EXISTING SURVEY MONUMENTS ARE IDENTIFIED WITHIN THE PLANS. MONUMENTS IDENTIFIED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

Sheet List Table	
Sheet Number	Sheet Title
A1	COVERSHEET
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A3	LEGEND AND ABBREVIATIONS
A4	GENERAL NOTES
C1	PROJECT OVERVIEW
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C3	PLAN
C4	PLAN
C5	PLAN - SPOKANE AND SELTICE
C6	RAILROAD CROSSING PLAN
C7	RAILROAD CROSSING CONDUIT PLAN
DT1	DETAILS
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DT11	DETAILS
EC1	EROSION CONTROL PLAN
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EC3	EROSION CONTROL PLAN
EC4	EROSION CONTROL PLAN
EC5	EROSION CONTROL PLAN

EC1	EROSION CONTROL DETAILS
S1	SIGNING AND PAVEMENT MARKING PLAN
S2	SIGNING AND PAVEMENT MARKING PLAN
S3	SIGNING AND PAVEMENT MARKING PLAN
S4	SIGNING AND PAVEMENT MARKING PLAN
S5	SIGNING AND PAVEMENT MARKING PLAN
SD1	SIGNING AND PAVEMENT MARKING DETAILS
SD2	SIGNING AND PAVEMENT MARKING DETAILS
SD3	SIGNING AND PAVEMENT MARKING DETAILS
TC1	TRAFFIC CONTROL PLAN - PHASE A
TC2	TRAFFIC CONTROL PLAN - PHASE B
TC3	TRAFFIC CONTROL PLAN - SPOKANE & SELTICE
TC4	TRAFFIC CONTROL PLAN - SPOKANE & 1-90

CONTRACT 2023
Welch-Comer, Inc.
This document, and data and design incorporated herein, are the property of Welch-Comer, Inc. and shall not be used in whole or in part for any other project without the written authorization of Welch-Comer, Inc.



07/06/23



208-664-9382
330 E. Lakeside Ave, Suite 101
(toll free) 877-815-5672
(fax) 208-664-5946
Coeur d'Alene, ID 83814
www.welchcomer.com
REVISION DESCRIPTION
BY DATE

CITY OF POST FALLS
SPOKANE STREET
REHABILITATION
GENERAL PROJECT NOTES
HORIZONTAL AND VERTICAL DATUM
VICINITY MAP AND SHEET INDEX

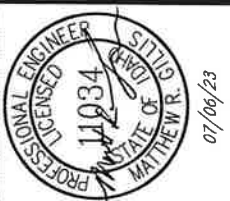
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DESIGNED BY: MHC/JHG
DRAWN BY: JBY
CHECKED BY: MHC
DWG NAME: 4117CS03 DWG
DATE: 07-06-2023
SHEET NO: A2

HORIZONTAL AND VERTICAL DATUM:

HORIZONTAL DATUM: NAD 83/07

VERTICAL DATUM: NGVD 29

BM NO. 241
ELEV. 2153.85
NORTHWEST CORNER SPOKANE ST AND 4TH AVE



WELCH-COMER ENGINEERS, INC.
208-664-9382
(fax) 208-664-5945
330 E. Lakeside Ave, Suite 101
(Idaho) 877-815-5672
www.welch-comer.com
COUNTY OF ADAMS, IDAHO
REVISION DESCRIPTION
NO. DATE

CITY OF POST FALLS
REHABILITATION
GENERAL NOTES
PROJECT NO: 4111/4134A-110
DESIGNED BY: KPG/JMG
DRAWN BY: JCY
CHECKED BY: MRC
DWG NAME: 41117CSD03 DWG
DATE: 07-06-2023
SHEET NO: A4

CITY OF POST FALLS GENERAL NOTES

GENERAL NOTES
1. ALL WORK SHALL CONFORM TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, 2002 EDITION, 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24, 4.25, 4.26, 4.27, 4.28, 4.29, 4.30, 4.31, 4.32, 4.33, 4.34, 4.35, 4.36, 4.37, 4.38, 4.39, 4.40, 4.41, 4.42, 4.43, 4.44, 4.45, 4.46, 4.47, 4.48, 4.49, 4.50, 4.51, 4.52, 4.53, 4.54, 4.55, 4.56, 4.57, 4.58, 4.59, 4.60, 4.61, 4.62, 4.63, 4.64, 4.65, 4.66, 4.67, 4.68, 4.69, 4.70, 4.71, 4.72, 4.73, 4.74, 4.75, 4.76, 4.77, 4.78, 4.79, 4.80, 4.81, 4.82, 4.83, 4.84, 4.85, 4.86, 4.87, 4.88, 4.89, 4.90, 4.91, 4.92, 4.93, 4.94, 4.95, 4.96, 4.97, 4.98, 4.99, 5.00, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18, 5.19, 5.20, 5.21, 5.22, 5.23, 5.24, 5.25, 5.26, 5.27, 5.28, 5.29, 5.30, 5.31, 5.32, 5.33, 5.34, 5.35, 5.36, 5.37, 5.38, 5.39, 5.40, 5.41, 5.42, 5.43, 5.44, 5.45, 5.46, 5.47, 5.48, 5.49, 5.50, 5.51, 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UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG

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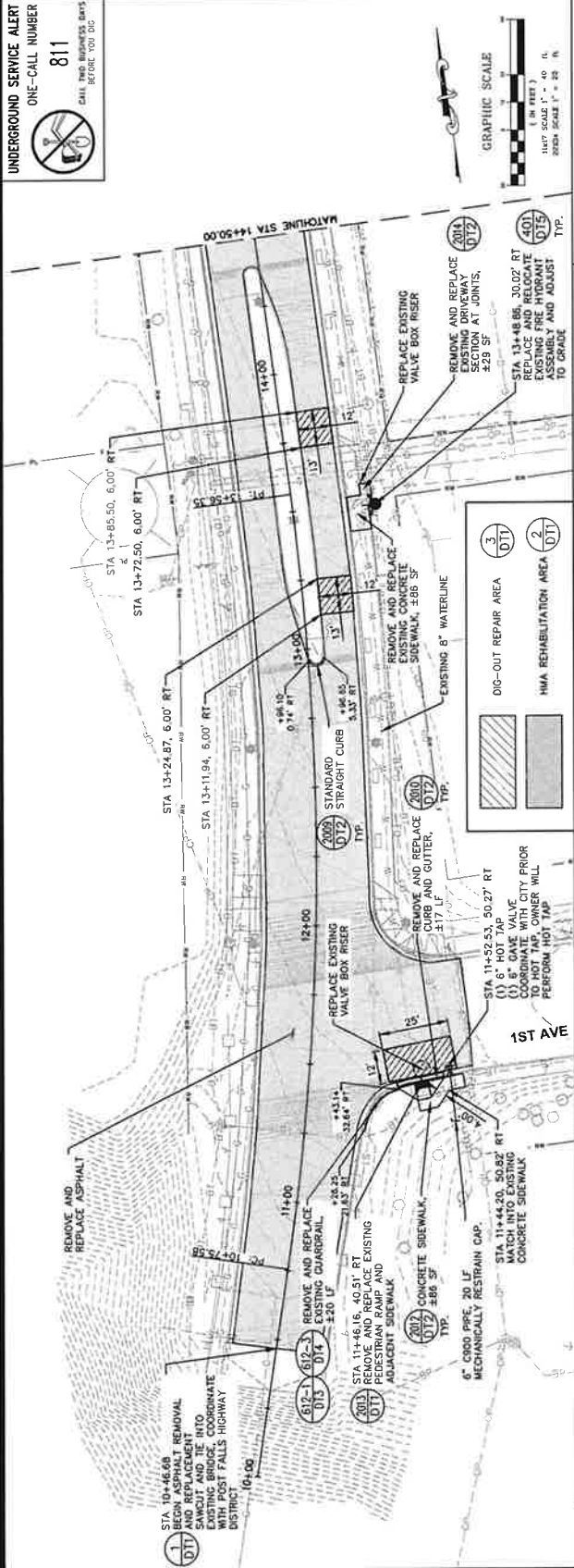
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11034
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MATTHEW R. SITTING
06/21/23

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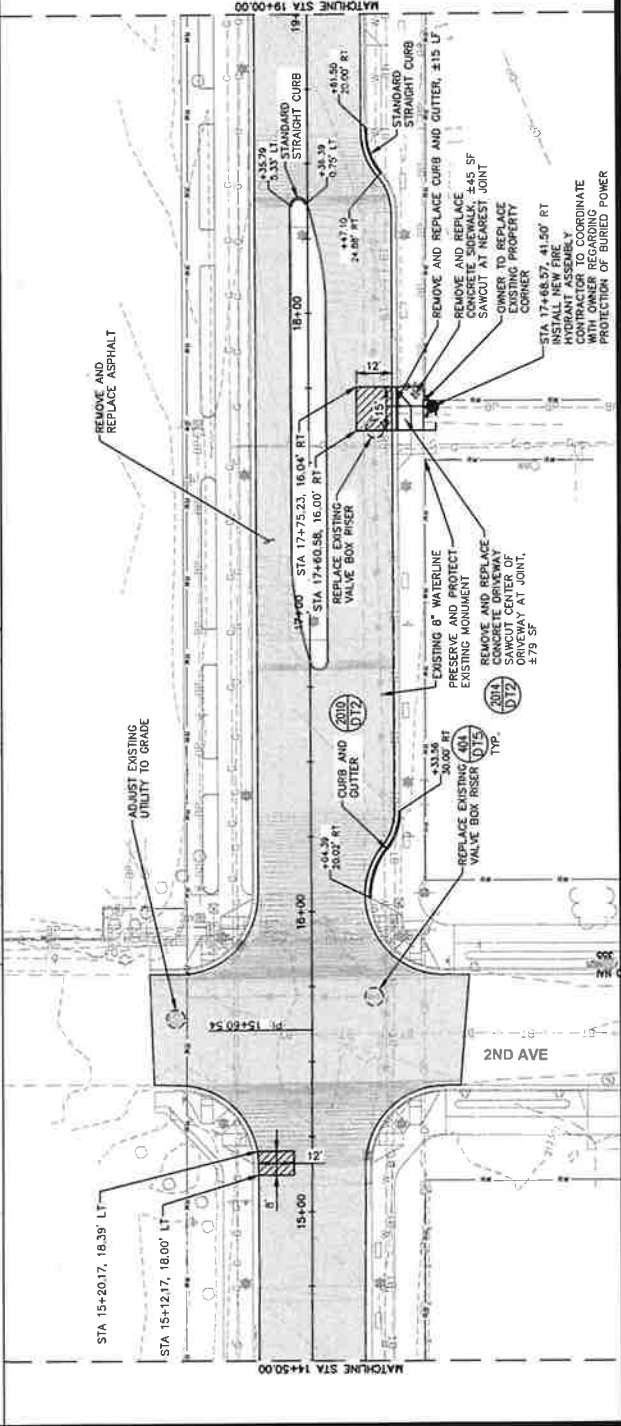
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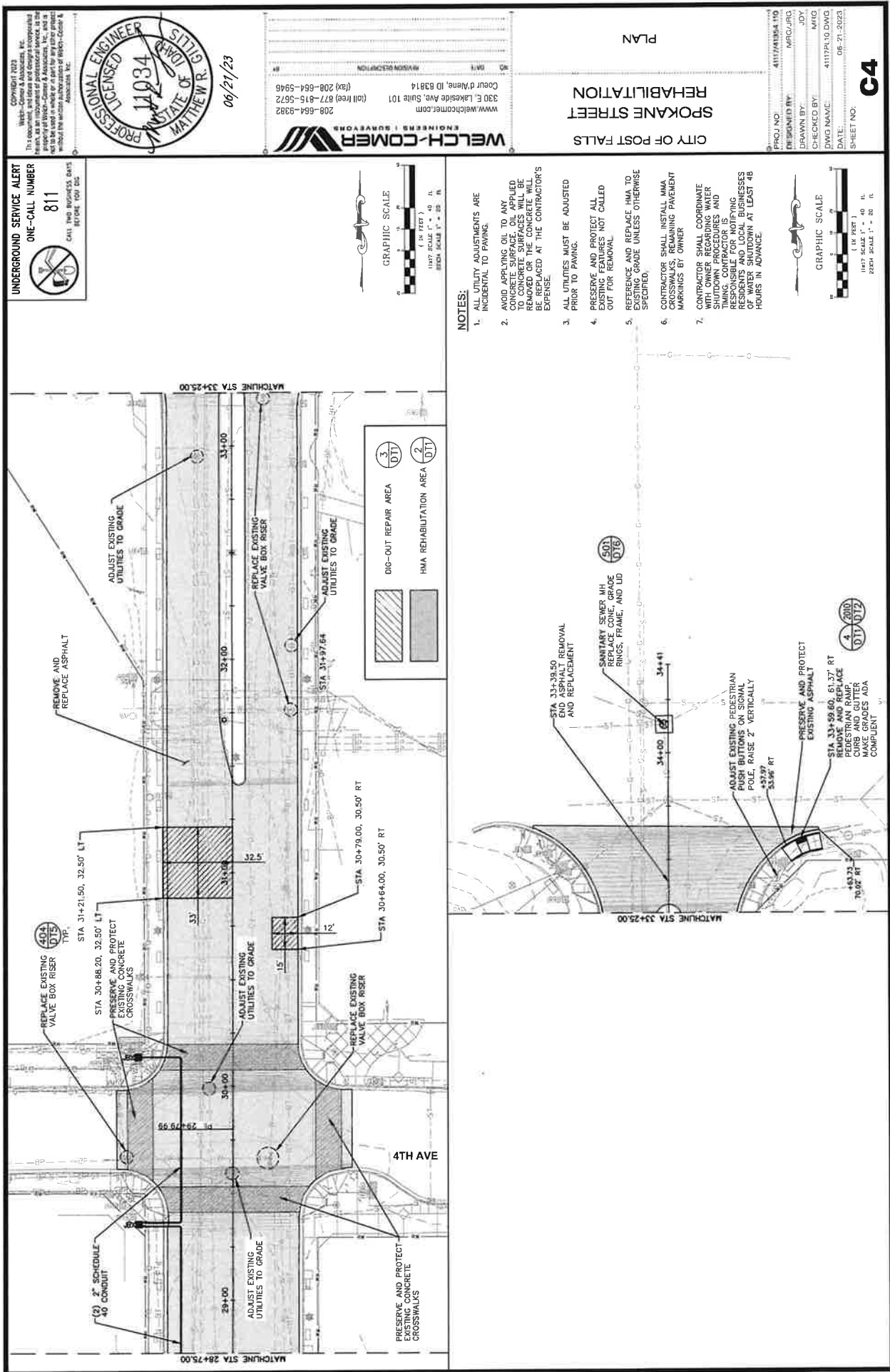
06/21/23



NOTES:

1. ALL UTILITY ADJUSTMENTS ARE INCIDENTAL TO PAVING.
2. AVOID APPLYING OIL TO ANY CONCRETE SURFACE OR APPLIED TO CONCRETE CURBS AND GUTTERS. IF THE EXISTING CONCRETE WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
3. ALL UTILITIES MUST BE ADJUSTED PRIOR TO PAVING.
4. PRESERVE AND PROTECT ALL EXISTING FEATURES NOT CALLED OUT FOR REMOVAL.
5. REFERENCE AND REPLACE WMA TO MEETING GRADE UNLESS OTHERWISE SPECIFIED.
6. CONTRACTOR TO PROVIDE CITY WITH ALL NECESSARY PERMITS AND INSURE APPROPRIATES TO COMPLETE HOT TAP AND STUB OF WATER LINE.
6. CONTRACTOR SHALL INSTALL WMA CONDUITS REMAINING PAVEMENT MARKINGS BY OWNER
7. CONTRACTOR SHALL COORDINATE WITH LOCAL BUSINESSES AND RESIDENTS CONCERNING TRUCKING SCHEDULES AND RESPONSIBLE FOR NOTIFYING RESIDENTS AND LOCAL BUSINESSES OF WATER WORKS ADVANCE AT LEAST 48 HOURS IN ADVANCE.

[illegible]

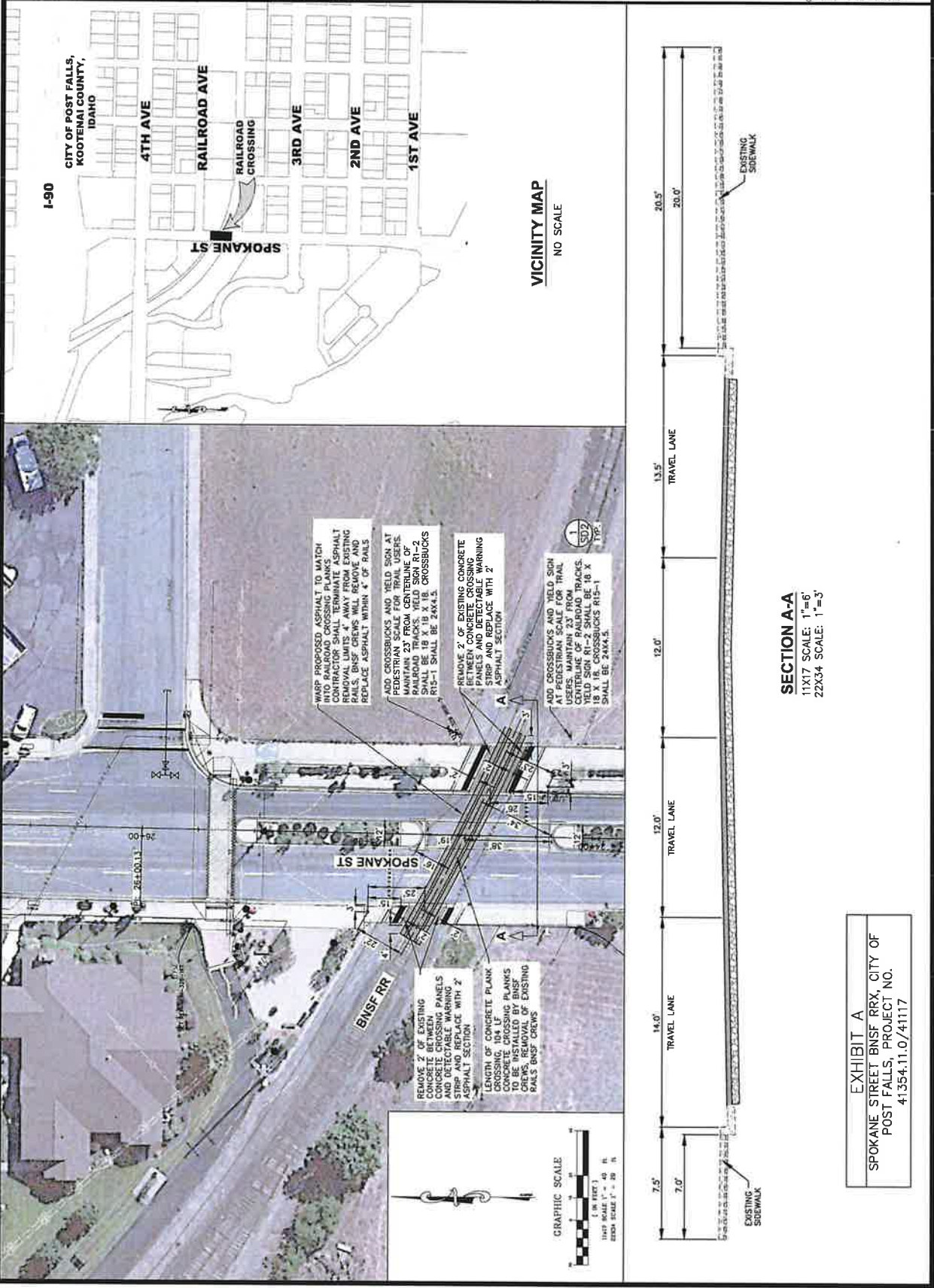


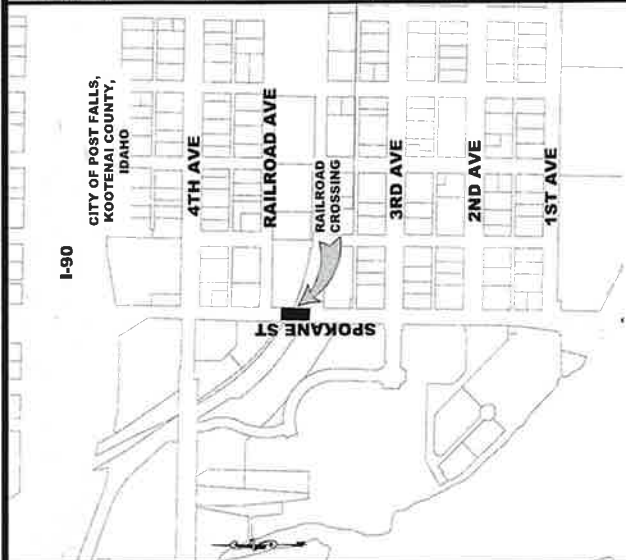
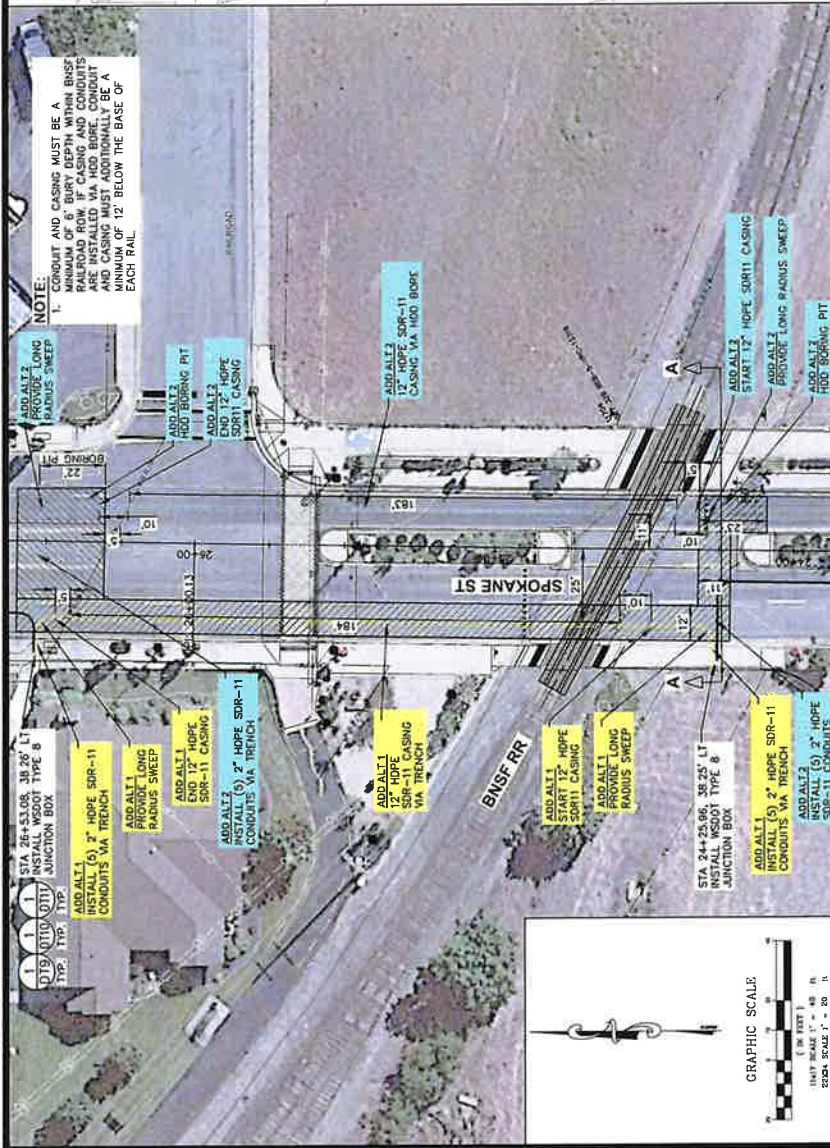
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1934
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 07/06/23

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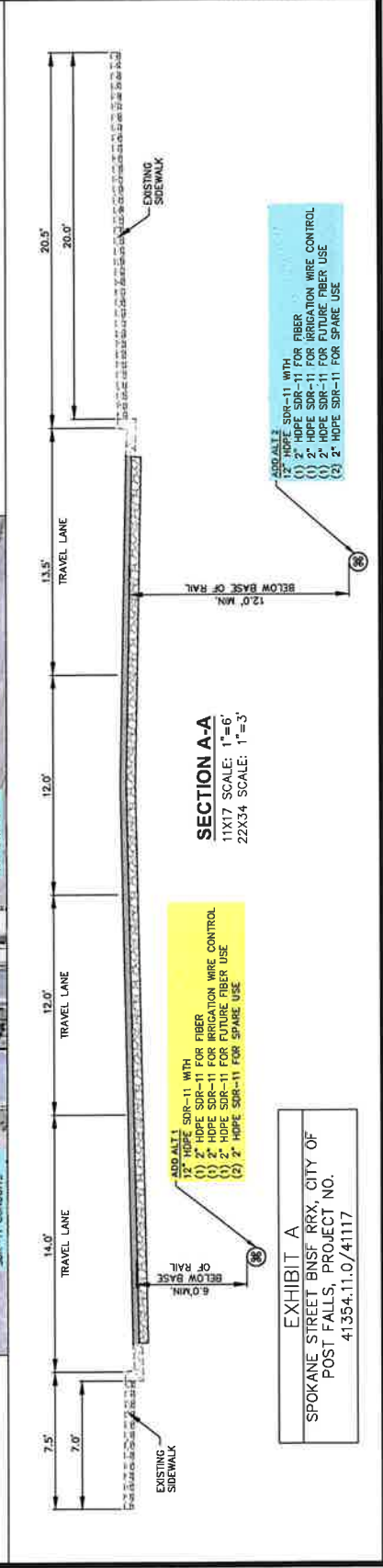
CITY OF POST FALLS
RAILROAD CROSSING PLAN
REHABILITATION

PROJ. NO. 41117/41354.110
 DESIGNED BY: MRC/JRD
 DRAWN BY: JBY
 CHECKED BY: MRC
 DWG. NAME: 41117/41354.11.DWG
 DATE: 07-06-2023
 SHEET NO. **C6**





VICINITY MAP
NO SCALE



SECTION A-A
11X17 SCALE: 1"=6'
22X34 SCALE: 1"=3'

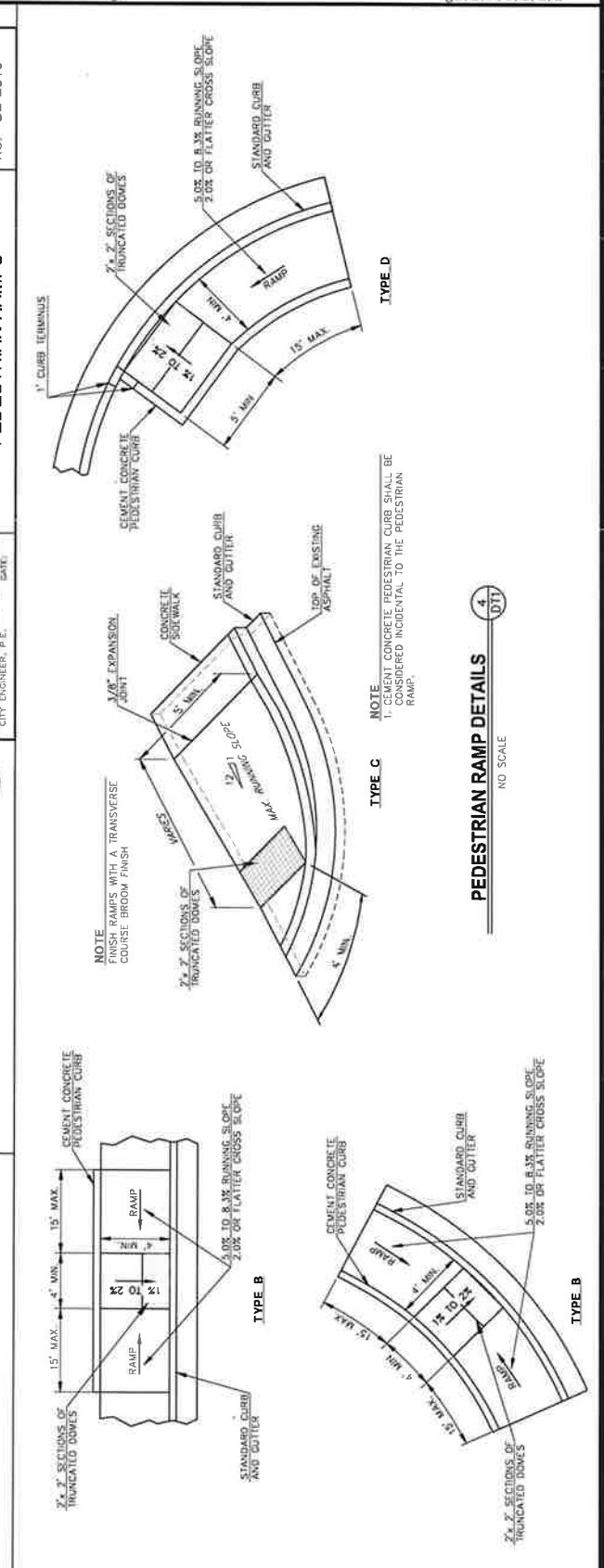
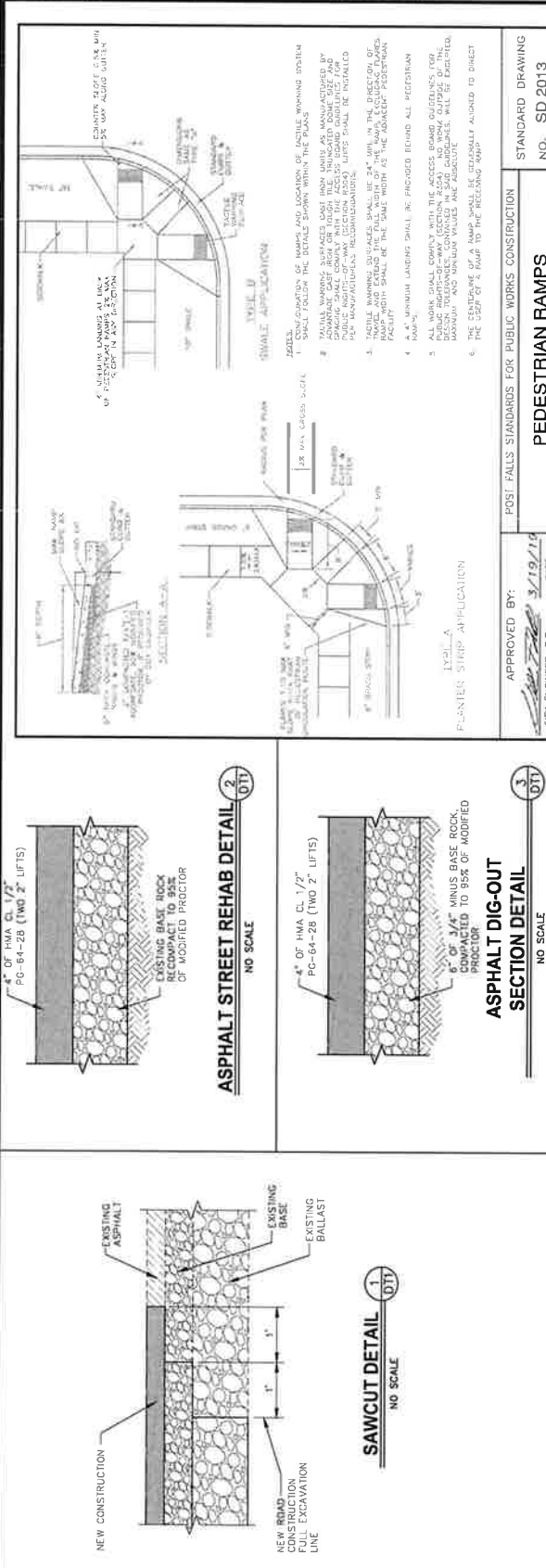
EXHIBIT A
SPOKANE STREET BNSF RRX, CITY OF
POST FALLS, PROJECT NO.
41354.11.0/41117

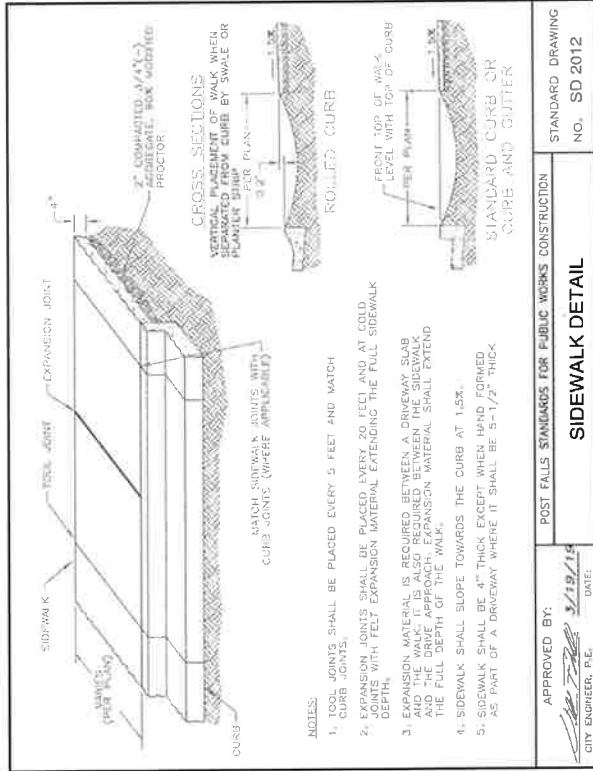
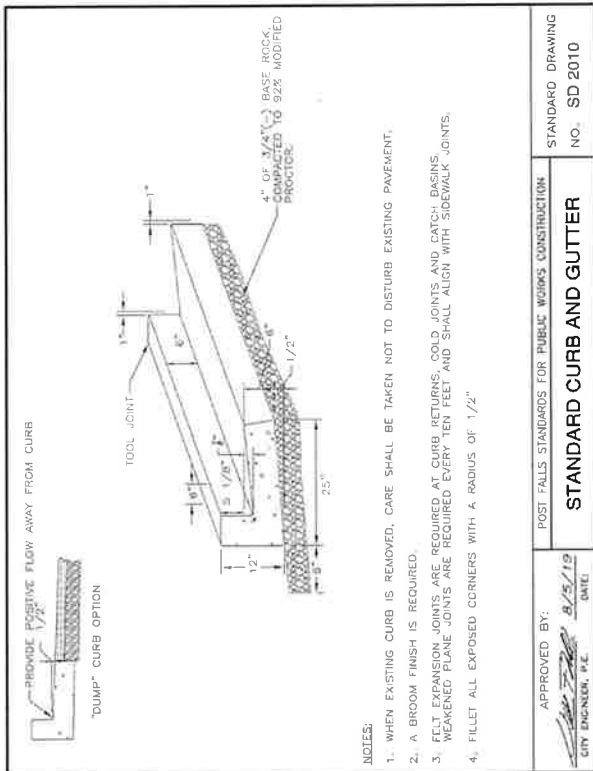
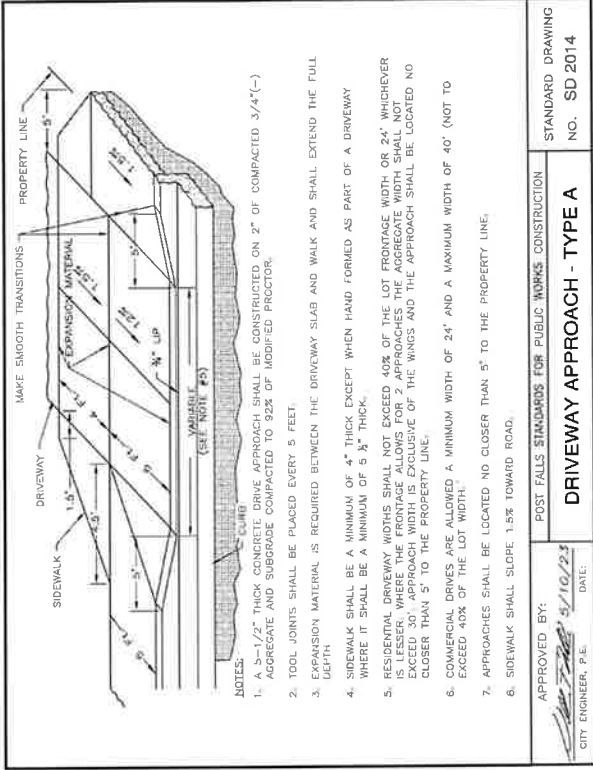
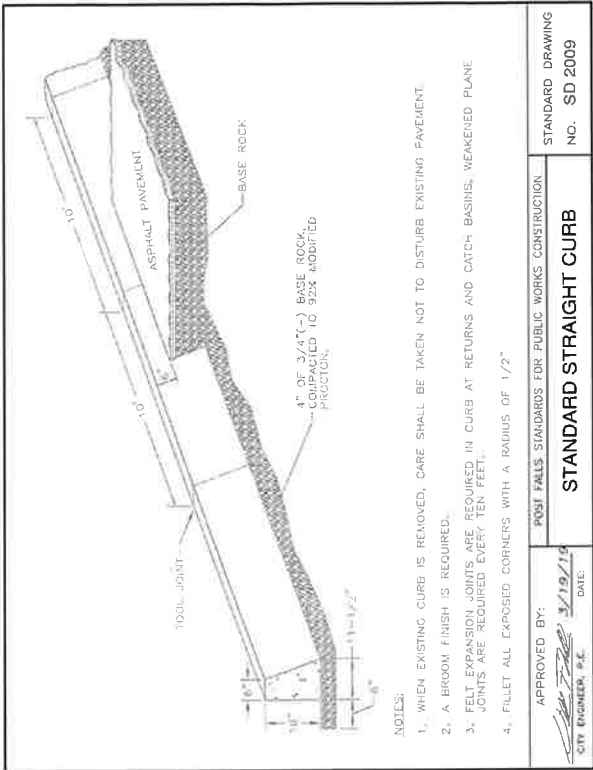
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PROFESSIONAL ENGINEER
STATE OF IDAHO
11934
MATTHEW R. GILLES
06/21/23

CITY OF POST FALLS
REHABILITATION
RAILROAD CROSSING
UTILITY CONDUIT PLAN

PROJECT NO: 41117/41354.11.0
DESIGNED BY: MRG/JRG
DRAWN BY: JDY
CHECKED BY: MNG
DWG NAME: 41117/41354.11.0.DWG
DATE: 06-21-2023
SHEET NO: C7





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PROFESSIONAL ENGINEER
1934
STATE OF WYOMING
MATTHEW R. RYAN

06/21/23

NO. DATE
REVISION DESCRIPTION
BY

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DETAILS

REHABILITATION

CITY OF POST FALLS

SPOKANE STREET

PROJECT NO: 4117/MTN-110
DESIGNED BY: MPO/JMG
DRAWN BY: JMG
CHECKED BY: JMG
DWG NAME: 4117DT08.DWG
DATE: 06-21-2023
SHEET NO: DT5

NOTES:

- VALVE BOX SHALL BE SET 1/4" BELOW ASPHALT SURFACE. VALVE NOT LOCATED UNDER CURB OR UNDER SIDEWALK. CONCRETE PAD UNDER HEEL SHALL BE MIN. 4"x15"x15" AND CAN BE EITHER PRECAST OR POURED ON SITE.
- GRAVEL OR 1" DRINK ROCK UNDER HEEL SHALL EXTEND A MIN. 6" ABOVE ANY WEIR HOLES.
- PIPE HYDRANT SHALL BE "WATERTIGHT" WD-67.
- FINISHED GROUND WITHIN A 3-FOOT RADIUS OF THE HYDRANT SHALL BE LEVEL AND AT LEAST 2-INCHES AND NO GREATER THAN 8-INCHES BELOW THE BREAKAWAY BOLTS.
- FIRE HYDRANT SHALL BE SUPPLIED WITH A HYDRANT LOCK AND KEY. HYDRANT SHALL BE SUPPLIED WITH A BREAKAWAY BOLTS 2" DIA. 8" MIN. 8" DIA. 8" MIN.
- SPRING STEEL MARKER #75193 OR APPROVED EQUAL SHALL BE FITTED WITH 5-INCH STORZ ADAPTORS.

FIRE HYDRANT DETAIL

STANDARD DRAWING NO. SD 401

APPROVED BY: *[Signature]* DATE: 3/19/19
CITY ENGINEER, P.E.

NOTES:

- VALVE BOX SHALL BE SET 1/4" BELOW ASPHALT SURFACE. VALVE NOT LOCATED UNDER CURB OR UNDER SIDEWALK. CONCRETE PAD UNDER HEEL SHALL BE MIN. 4"x15"x15" AND CAN BE EITHER PRECAST OR POURED ON SITE.
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- FIRE HYDRANT SHALL BE SUPPLIED WITH A HYDRANT LOCK AND KEY. HYDRANT SHALL BE SUPPLIED WITH A BREAKAWAY BOLTS 2" DIA. 8" MIN. 8" DIA. 8" MIN.
- SPRING STEEL MARKER #75193 OR APPROVED EQUAL SHALL BE FITTED WITH 5-INCH STORZ ADAPTORS.

TYPICAL TRENCH

STANDARD DRAWING NO. SD 301

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THURST BLOCK SPECIFICATIONS

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THURST BLOCK SPECIFICATIONS

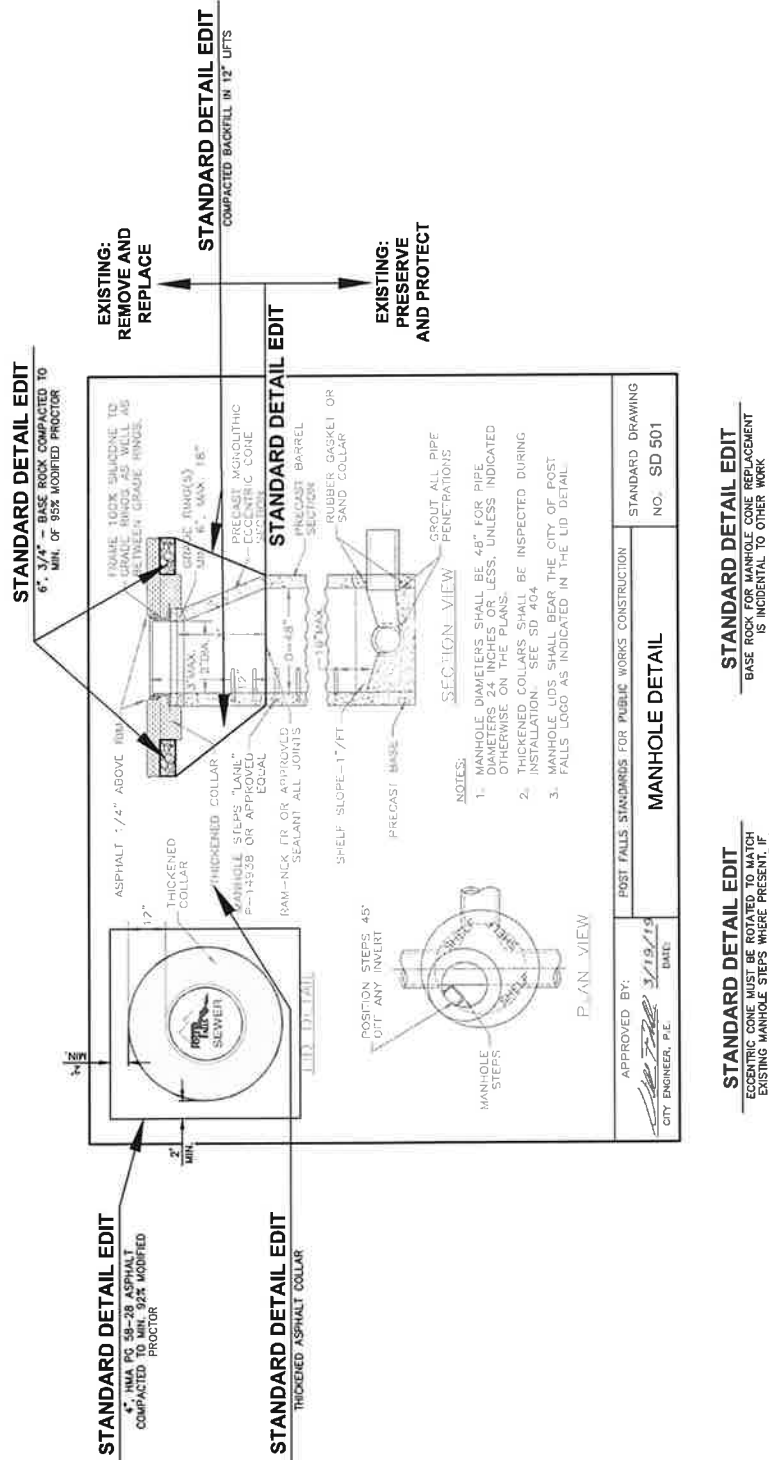
STANDARD DRAWING NO. SD 403

THICKENED COLLAR

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CITY ENGINEER, P.E.

THICKENED COLLAR

STANDARD DRAWING NO. SD 404



STANDARD DETAIL EDIT

STANDARD DETAIL EDIT
BASE ROCK FOR MANHOLE CONE REPLACEMENT
IS INCIDENTAL TO OTHER WORK

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06/21/23

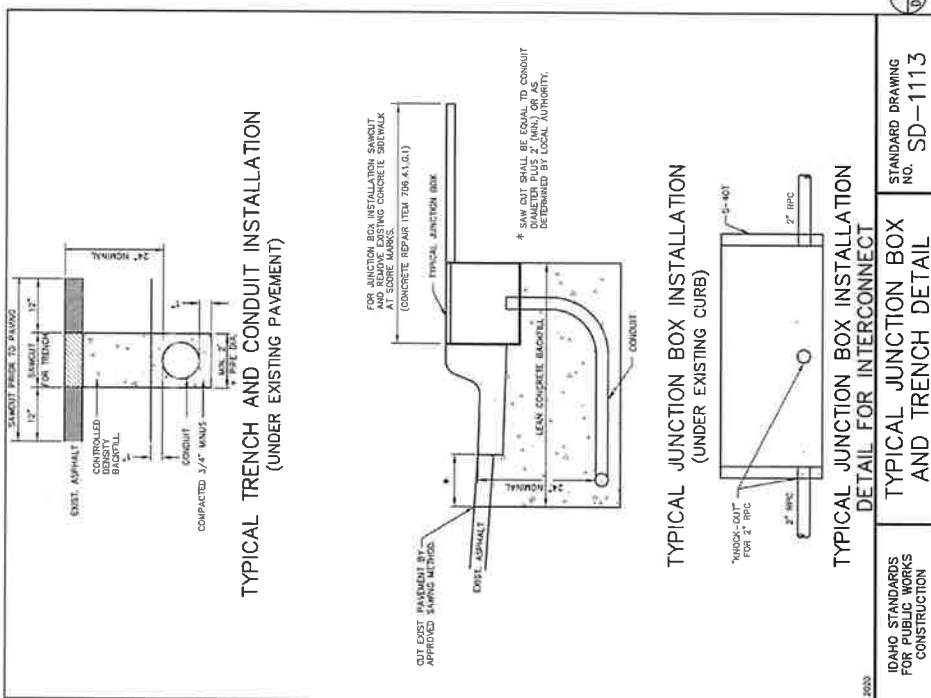
NO.	DATE	REVISION DESCRIPTION
1	06/21/23	Initial Design

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CITY OF POST FALLS
 SPOKANE STREET
 REHABILITATION

DETAILS

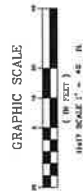
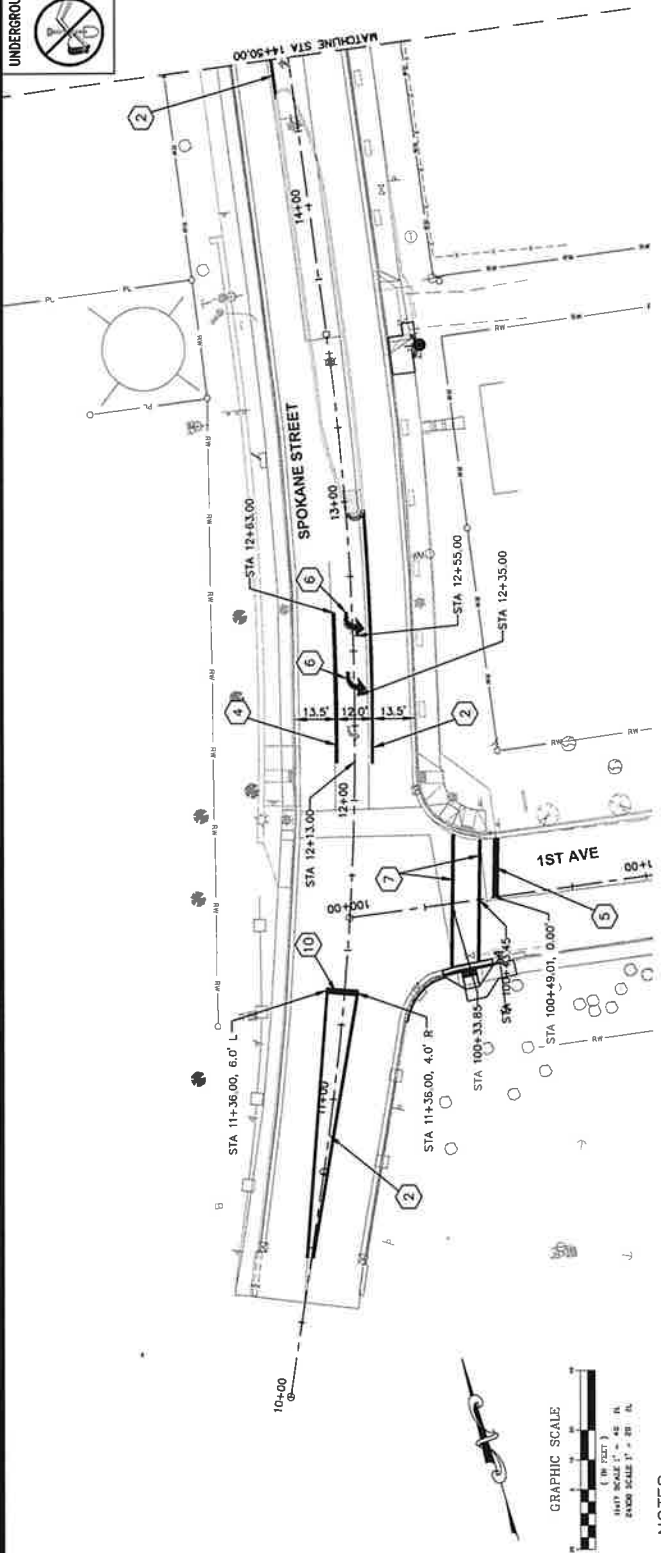
PROJECT NO:	4117/41354.110
DESIGNED BY:	MRQ/JRG
DRAWN BY:	JDY
CHECKED BY:	MRQ
DWG NAME:	4117DT08.DWG
DATE:	04-13-2023
SHEET NO:	DT11



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

PROFESSIONAL ENGINEER
11934
STATE OF IDAHO
MATHEW R. SITTIG
07/06/23

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COURTESY OF SPOKANE



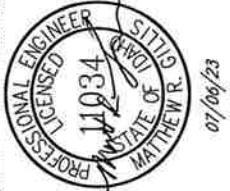
- NOTES:
1. ALL STRIPING SHALL CONFORM TO MUTCD, STANDARDS AND CITY OF SPOKANE.
 2. ALL SIGNS SHALL BE LOCATED ACCORDING TO MUTCD AND CITY OF SPOKANE.
 3. ALL SIGN POSTS AND MOUNTING HARDWARE SHALL BE POWDER COATED BLUE PROBE INSTALLATION.
 4. ALL SIGNS SHALL BE 7' MIN. HEIGHT PER DETAIL 2016 SHEET SD1.
 5. NEW REGULATORY SIGNS SHALL CONFORM WITH RETROREFLECTIVITY REQUIREMENTS OF THE CURRENT EDITION OF MUTCD.
 6. ALL RELOCATED AND NEW SIGNS WILL BE STEEL PER DETAIL 2016 SHEET SD1.
 7. STRIPING TO BE PAINTED UNLESS OTHERWISE SPECIFIED.
 8. ALL EXISTING SIGNS THAT ARE REMOVED AND NOT BEING REUSED SHALL BE SALVAGED TO THE CITY OF SPOKANE.
 9. CONTRACTOR SHALL FURNISH AND INSTALL MMA PAVEMENT MARKINGS. OWNER WILL FURNISH AND INSTALL PAINTED PAVEMENT MARKINGS.

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

CITY OF POST FALLS
SPOKANE STREET
REHABILITATION
SIGNING AND PAVEMENT
MARKING PLAN
STA. 10+50 TO STA. 14+50

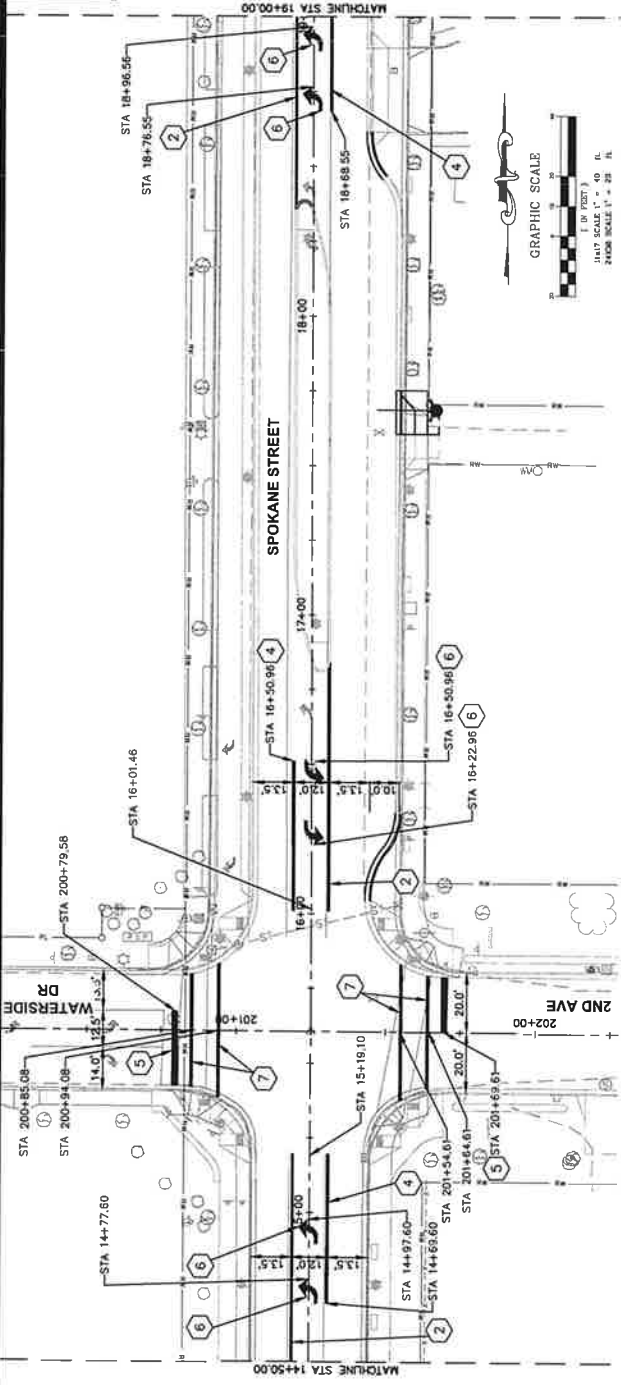
PROJ. NO. 41117/13/54-110
DESIGNED BY: NHHJAH
DRAWN BY: JDY
CHECKED BY: JDY
DWG NAME: 41117/13/54-110
DATE: 07-06-2023
SHEET NO. 51

CONSENT 1073
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208-664-9382

UNDERGROUND SERVICE ALERT
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CALL TYPED SIGNAGE, SIGNS
BEFORE YOU DIG

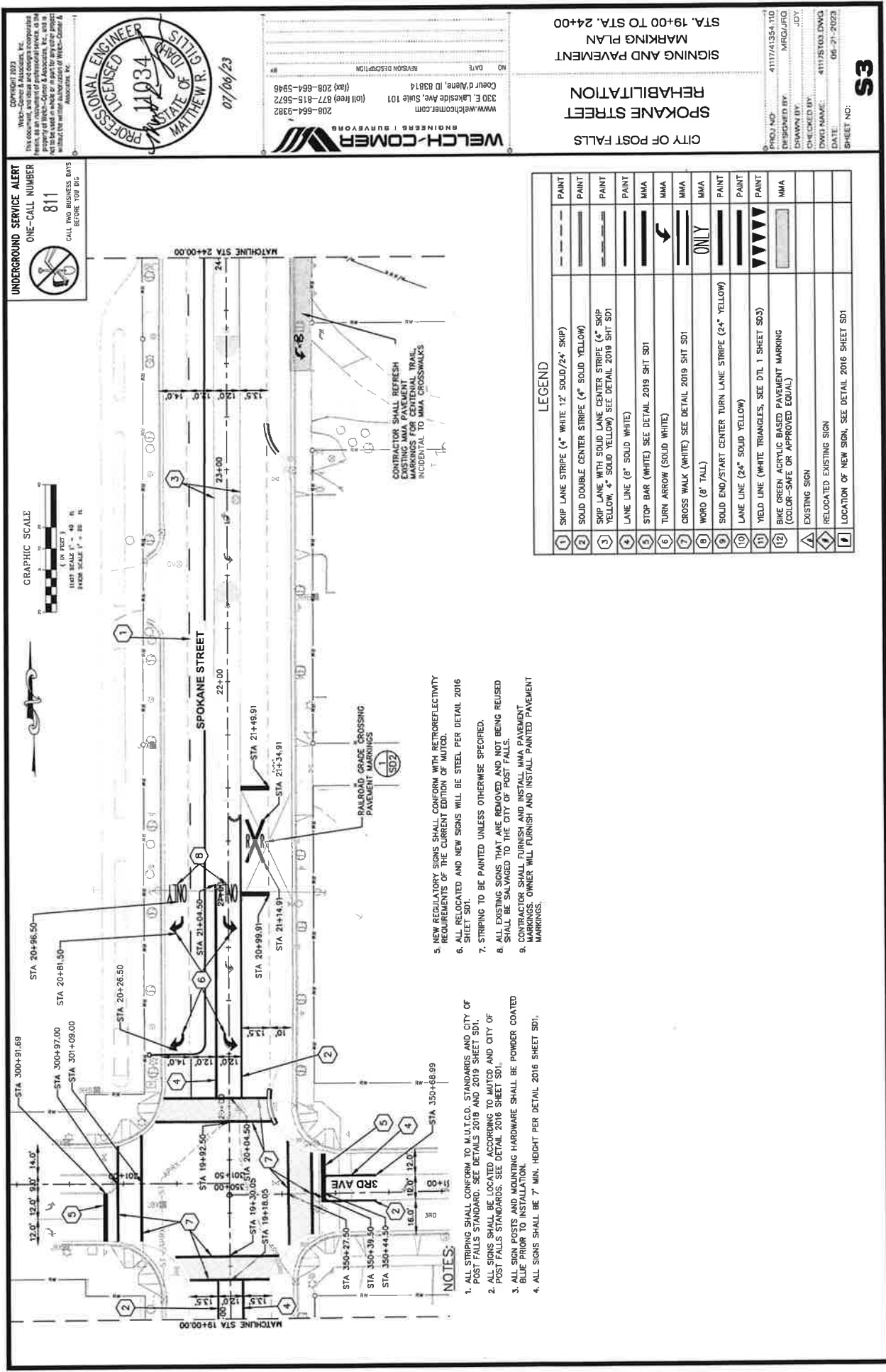


LEGEND	
1	SKIP LANE STRIPE (4" WHITE 12' SOLID/24' SKIP)
2	SOLID DOUBLE CENTER STRIPE (4" SOLID YELLOW)
3	SKIP LANE WITH SOLID LANE STRIPE (4" SKIP YELLOW, 4" SOLID YELLOW) SEE DETAIL 2019 SHT SD1
4	LANE LINE (8" SOLID WHITE)
5	STOP BAR (WHITE) SEE DETAIL 2019 SHT SD1
6	TURN ARROW (SOLID WHITE)
7	CROSS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

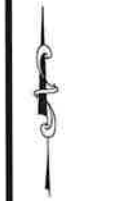
- NOTES:**
1. ALL STRIPING SHALL CONFORM TO MUTCD STANDARDS AND CITY OF POST FALLS STANDARD. SEE DETAILS 2018 AND 2019 SHEET SD1.
 2. ALL SIGNS SHALL BE LOCATED ACCORDING TO MUTCD AND CITY OF POST FALLS STANDARDS. SEE DETAIL 2016 SHEET SD1.
 3. ALL SIGN POSTS AND MOUNTING HARDWARE SHALL BE POWDER COATED BLUE PRIOR TO INSTALLATION.
 4. ALL SIGNS SHALL BE 7' MIN. HEIGHT PER DETAIL 2016 SHEET SD1.
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 6. ALL RELOCATED AND NEW SIGNS WILL BE STEEL PER DETAIL 2016 SHEET SD1.
 7. STRIPING TO BE PAINTED UNLESS OTHERWISE SPECIFIED.
 8. ALL EXISTING SIGNS THAT ARE REMOVED AND NOT BEING REUSED SHALL BE SALVAGED TO THE CITY OF POST FALLS.
 9. CONTRACTOR SHALL FURNISH AND INSTALL MMA PAVEMENT MARKINGS. OWNER WILL FURNISH AND INSTALL PAINTED PAVEMENT MARKINGS.

CITY OF POST FALLS
SPOKANE STREET
REHABILITATION
SIGNING AND PAVEMENT
MARKING PLAN
STA. 14+50 TO STA. 19+00

PROJ. NO. 4117/4135-110
DESIGNED BY: MKQ/JRG
DRAWN BY: JJOY
CHECKED BY:
DWG NAME: 41175703 DWG
DATE: 07-06-2023
SHEET NO. 52



UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
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CONTRACTOR SHALL REFRESH
EXISTING MMA PAVEMENT
MARKINGS FOR CENTRAL TRAIL,
INCIDENTAL TO MMA CROSSWALKS

PAVED TO GRADE CROSSING
PAVEMENT MARKINGS

CONTRACTOR SHALL FURNISH AND INSTALL MMA PAVEMENT
MARKINGS. OWNER WILL FURNISH AND INSTALL PAINTED PAVEMENT
MARKINGS.

CONTRACTOR SHALL FURNISH AND INSTALL MMA PAVEMENT
MARKINGS. OWNER WILL FURNISH AND INSTALL PAINTED PAVEMENT
MARKINGS.

PROFESSIONAL ENGINEER
11934
STATE OF IDAHO
MATTHEW R. GILLIS
07/06/23

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

CITY OF POST FALLS
SPOKANE STREET
REHABILITATION
MARKING PLAN
SIGNING AND PAVEMENT
STA. 19+00 TO STA. 24+00

CS
SHEET NO.
06-21-2023
DATE
411175103.DWG
DWG NAME
JJD
DRAWN BY
MRG/PRO
DESIGNED BY
4111741354.TID
PROJ NO.

- NOTES:**
1. ALL STRIPING SHALL CONFORM TO M.U.T.C.D. STANDARDS AND CITY OF POST FALLS STANDARD. SEE DETAILS 2019 AND 2019 SHEET SD1.
 2. ALL SIGNS SHALL BE LOCATED ACCORDING TO MUTCD AND CITY OF POST FALLS STANDARDS. SEE DETAIL 2016 SHEET SD1.
 3. ALL SIGN POSTS AND MOUNTING HARDWARE SHALL BE POWDER COATED BLUE PRIOR TO INSTALLATION.
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UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG



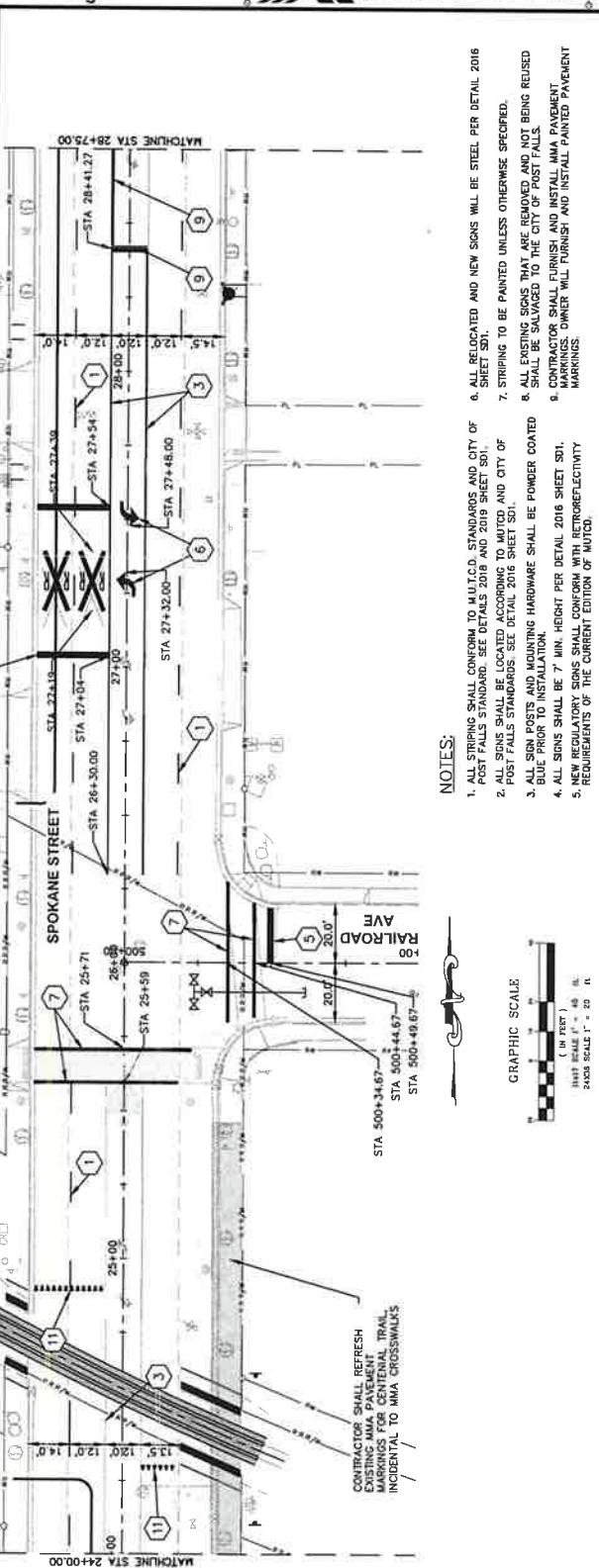
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07/06/23

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CITY OF POST FALLS
SPOKANE STREET
REHABILITATION
SIGNING AND PAVEMENT
MARKING PLAN
STA. 24+00 TO STA. 28+75

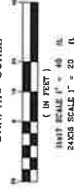
PHOTO NO: 4117/41554.110
DESIGNED BY: MMD/JRG
DRAWN BY: JJOY
CHECKED BY:
DWG NAME: 4117ST03.DWG
DATE: 06-21-2023
SHEET NO: S4



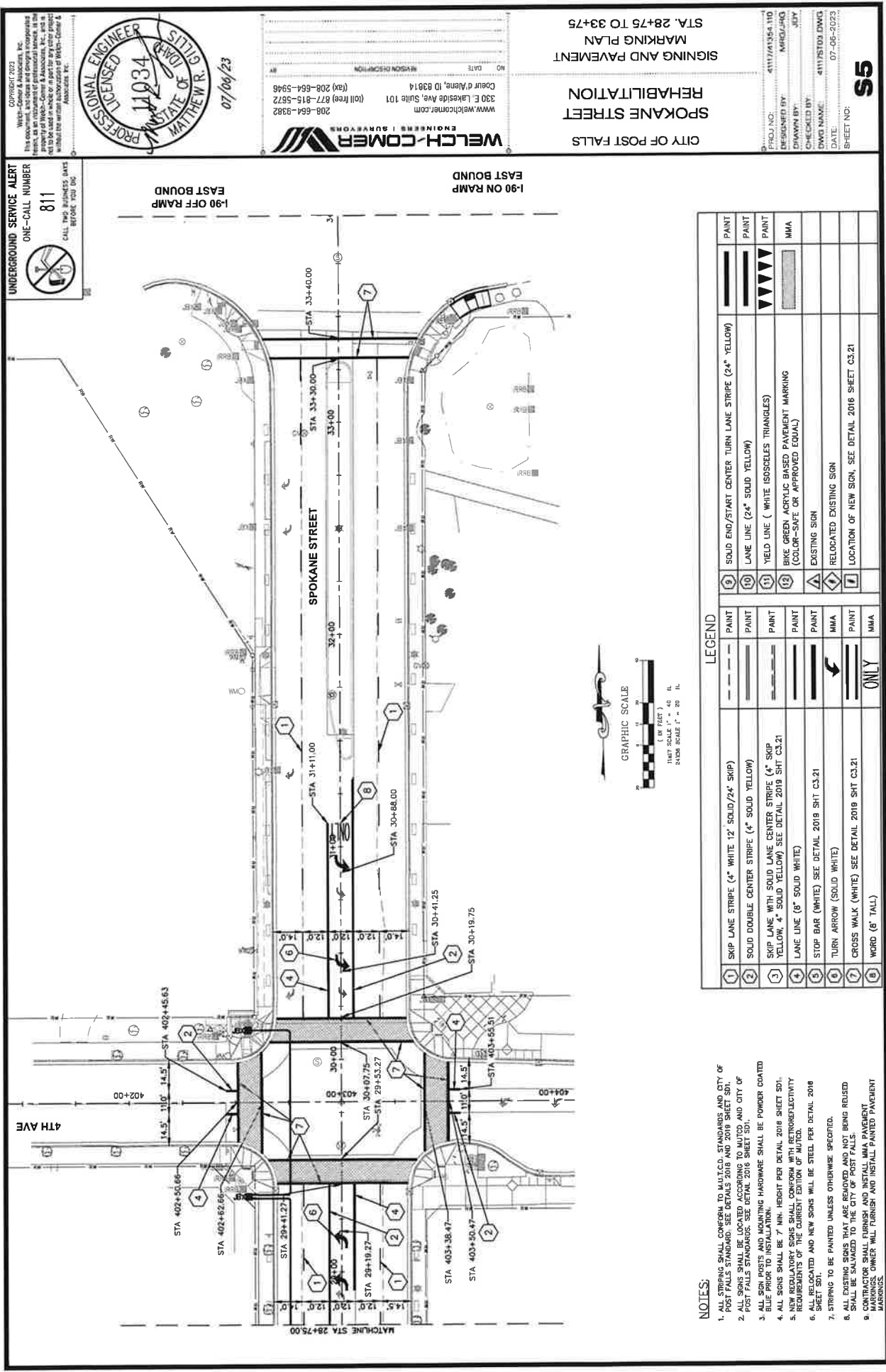
NOTES:

1. ALL STRIPING SHALL CONFORM TO MUTCD STANDARDS AND CITY OF POST FALLS STANDARD. SEE DETAILS 2018 AND 2019 SHEET SD1.
2. ALL SIGNS SHALL BE LOCATED ACCORDING TO MUTCD AND CITY OF POST FALLS STANDARDS. SEE DETAIL 2018 SHEET SD1.
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GRAPHIC SCALE



LEGEND	
1	SKIP LANE STRIPE (4" WHITE 12' SOLID/24' SKIP)
2	SOLID DOUBLE CENTER STRIPE (4" SOLID YELLOW)
3	SKIP LANE WITH SOLID LANE CENTER STRIPE (4" SKIP YELLOW, 4" SOLID YELLOW) SEE DETAIL 2019 SHEET SD1
4	LANE LINE (6" SOLID WHITE)
5	STOP BAR (WHITE) SEE DETAIL 2019 SHEET SD1
6	TURN ARROW (SOLID WHITE)
7	CROSS WALK (WHITE) SEE DETAIL 2019 SHEET SD1
8	WORD (6" TALL)
9	SOLID END/START CENTER TURN LANE STRIPE (24" YELLOW)
10	LANE LINE (24" SOLID YELLOW)
11	YIELD LINE (WHITE TRIANGLES, SEE DET. 1 SHEET SD3)
12	BIKE GREEN ACRYLIC BASED PAVEMENT MARKING (COLOR-SAFE OR APPROVED EQUAL)
13	EXISTING SIGN
14	RELOCATED EXISTING SIGN
15	LOCATION OF NEW SIGN, SEE DETAIL 2018 SHEET SD1



UNDERGROUND SERVICE ALERT
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PROFESSIONAL ENGINEER
11934
STATE OF IDAHO
MATTHEW R. SITTIG

07/06/23

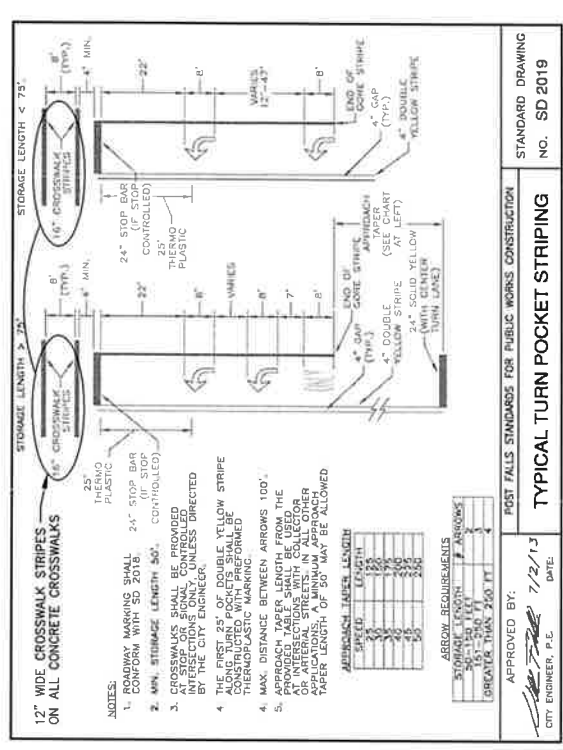
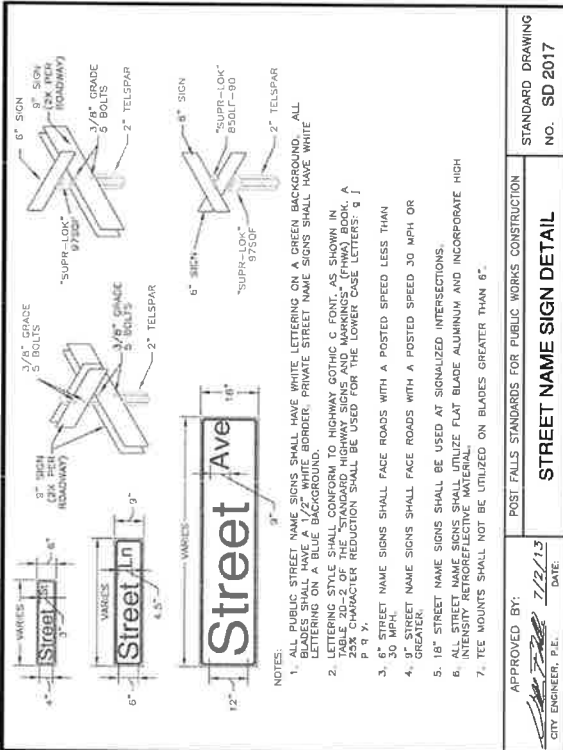
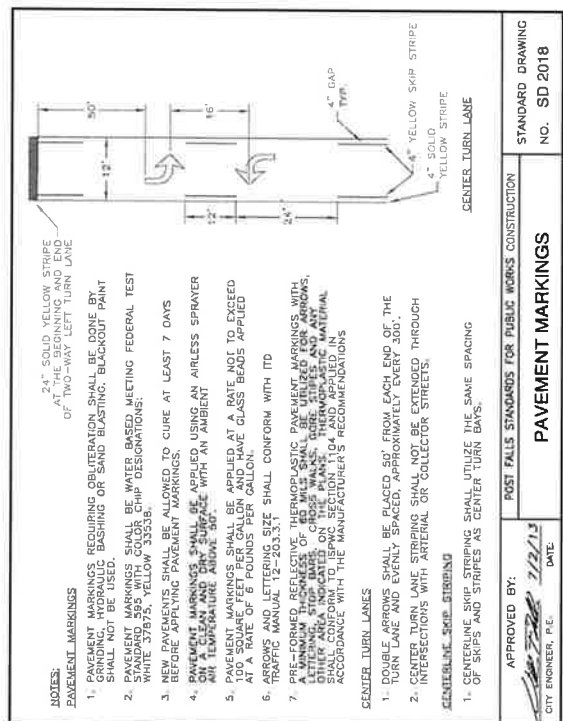
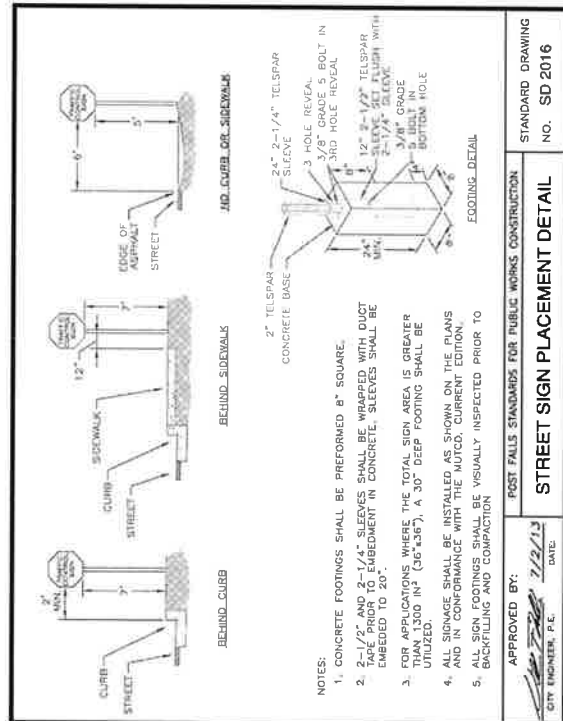
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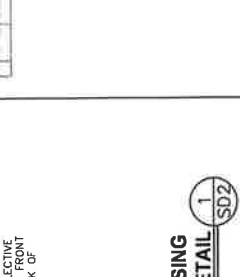
CITY OF POST FALLS
SPOKANE STREET
REHABILITATION
MARKING PLAN
SIGNING AND PAVEMENT
STA. 28+75 TO 33+75

PROJ. NO.: 4111761354.110
DESIGNED BY: NRG/ARQ
DRAWN BY: JUT
CHECKED BY: 4111761354.110
DWG. NAME: 07-06-2023
DATE: 07-06-2023
SHEET NO.: **S5**

LEGEND	
1	SKIP LANE STRIPE (4" WHITE 12" SOLID/24" SKIP)
2	SOLID DOUBLE CENTER STRIPE (4" SOLID YELLOW)
3	SKIP LANE WITH SOLID LANE CENTER STRIPE (4" SKIP YELLOW, 4" SOLID YELLOW) SEE DETAIL 2019 SHT C3.21
4	LANE LINE (8" SOLID WHITE)
5	STOP BAR (WHITE) SEE DETAIL 2019 SHT C3.21
6	TURN ARROW (SOLID WHITE)
7	CROSS WALK (WHITE) SEE DETAIL 2019 SHT C3.21
8	WORD (6" TALL)
9	SOLID END/START CENTER TURN LANE STRIPE (24" YELLOW)
10	LANE LINE (24" SOLID YELLOW)
11	YIELD LINE (WHITE ISOSCELES TRIANGLES)
12	BIKE GREEN ACRYLIC BASED PAVEMENT MARKING (COLOR-SAFE OR APPROVED EQUAL)
13	EXISTING SIGN
14	RELOCATED EXISTING SIGN
15	LOCATION OF NEW SIGN, SEE DETAIL 2016 SHEET C3.21
16	PAINT
17	PAINT
18	PAINT
19	PAINT
20	PAINT
21	PAINT
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95	PAINT
96	PAINT
97	PAINT
98	PAINT
99	PAINT
100	PAINT

- NOTES:**
1. ALL STRIPING SHALL CONFORM TO MUTCD, STANDARDS AND CITY OF POST FALLS STANDARD. SEE DETAILS 2018 AND 2019 SHEET S01.
 2. ALL SIGNS SHALL BE LOCATED ACCORDING TO MUTCD AND CITY OF POST FALLS STANDARDS. SEE DETAIL 2016 SHEET S01.
 3. ALL SIGN POSTS AND MOUNTING HARDWARE SHALL BE POWDER COATED.
 4. ALL SIGNS SHALL BE 7' MIN. HEIGHT PER DETAIL 2018 SHEET S01.
 5. NEW REGULATORY SIGNS SHALL CONFORM WITH RETROREFLECTIVITY REQUIREMENTS OF THE CURRENT EDITION OF MUTCD.
 6. ALL RELOCATED AND NEW SIGNS WILL BE STEEL PER DETAIL 2018 SHEET S01.
 7. STRIPING TO BE PAINTED UNLESS OTHERWISE SPECIFIED.
 8. ALL EXISTING SIGNS THAT ARE REMOVED AND NOT BEING REUSED SHALL BE SALVAGED TO THE CITY OF POST FALLS.
 9. CONTRACTOR SHALL FURNISH AND INSTALL MMA PAVEMENT MARKINGS. OWNER WILL FURNISH AND INSTALL PAINTED PAVEMENT MARKINGS.





**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Randy Westlund, City Council
SUBJECT: Citizen's Handbook

ITEM AND RECOMMENDED ACTION:

Discussion on Randy Westlund's proposal for City Staff to create an annual publication called, "The Post Falls Citizen's Handbook" to be mailed to each Post Falls residence.

DISCUSSION:

I'd like to propose the creation of a new annual publication from the city mailed to each residence tentatively called something like, "The Post Falls Citizen's Handbook". My understanding is that I should bring the idea to you two first, have it added to the agenda, and then the next step would be passing a motion to ask city staff to put together a concrete proposal.

Specifically, here's what I have in mind: As I've been meeting with various city employees, I've noticed a common theme of, "people don't understand what I do. I wish everyone knew x, y, and z about how the city operates." I myself have been surprised at the amount of work that goes into keeping the city functioning as I'm participating in these ride-alongs. I've also seen citizen comments and concerns that stem from a lack of knowledge about how the city works. I'd like to have the city publish a short annual "handbook" which is mailed to each residence (like how parks does their publication). Every department could have a page or two with information about how they operate and perhaps each department head could gather ideas from employees about what information citizens should have.

For example, streets maintenance may want to include:

- A map of which streets we plow vs which are plowed by the highway district or ITD.
- An explanation of priority 1, 2, and 3 streets.
- A request that citizens keep streets clear of trash cans (and basketball goals!) when plows are active.
- Information about how main streets have to be repainted every year and a photo of what that looks like.

Wastewater and sanitation may want to include:

- A map of sewer mains and lift stations.
- An explanation of what lift stations are (this would be very informative, no one even knows these exist).
- Information about wastewater processing and how much the city has to deal with every day.

We could preface the handbook with a letter from the Mayor and a few key financial numbers pulled from the budget book / CFR. Maybe even include some "employee spotlight" blurbs with a half-page interview of a couple employees. Most of this content already exists in some form and is technically available, although it's not all easy to find. There's a lot of value in having an overview all in one place

with directions for how to find out more. I think it could be put together pretty quickly, and the process of doing so would generate many more good ideas about what to include.

I believe this could have a positive impact by bridging the gap between government and citizens, communicating to everyone how hard the city works on their behalf, and getting higher-quality public comment from more informed citizens. I think it would be a real show of care and good faith; after all, no one can appreciate something they don't know is being done for them!

Randy Westlund

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Unknown at this point.

BUDGET CODE:

Unknown at this point.

ATTACHMENTS:

None

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shannon Howard, City Clerk
SUBJECT: Resolution - Water/Wastewater Division Disposal of Records

ITEM AND RECOMMENDED ACTION:

With approval, the City Council authorizes the Mayor to sign the Resolution to allow the City Clerk to proceed with records destruction.

DISCUSSION:

In accordance with the City's Records Retention Schedule, the Water Wastewater Division has 35 boxes of records that need to be destroyed. A quote via email for this services was received from Devries Secure Mobile Shredding for \$275.00 for purging of 35 boxes - 5 bins of records.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$275.00 for purging of 35 boxes - 5 bins.

BUDGET CODE:

ATTACHMENTS:

1. 20240129105510604

RESOLUTION No.

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF POST FALLS, IDAHO,
AUTHORIZING DESTRUCTION OF RECORDS.**

WHEREAS, Idaho Code 50-907 requires the City Council to authorize destruction of records that are not required to be retained as permanent records and that have met the minimum retention period provided by the city's record retention schedule and are no longer required by law or for the city business; and,

WHEREAS, the City Clerk has proposed for destruction certain records that have exceeded their minimum retention as follows in Exhibit A,

WHEREAS, approval for the destruction of the above listed records has been obtained from the Idaho State Historical Society, when required, and the City Attorney, as provided by Idaho Code 50-907.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Post Falls, Idaho that the records listed shall be destroyed under the direction and supervision of the City Clerk.

The administrative staff of the City is authorized to take all necessary steps to carry out the authorization provided by this Resolution.

Passed by the Cit Council this day of February, 2024. Signed by the Mayor this day of February, 2024.

Ronald G, Jacobson Mayor

Shannon Howard, City Clerk

Disposal List Exhibit A

Box #	Division	Subject	Title	Date Boxed	Destroy Date	Archive Category	Notes
242	Water	Meter Reading	Oct 2015- Sep 2016	9/30/2016	9/1/2021	Semi Permanent-5 Yrs	
281	Water	Locates	Locates 2021	1/14/2022	1/1/2024	Temp - 2 Yrs	FY21
282	WW	COGZ	2021 Work Orders	1/1/2022	1/24/2024	Temp - 2 Yrs	FY21
239	WW	D.O TMDL	History/ Notes 2009-2013	9/22/2016	9/22/2021	Semi Permanent-5 Yrs	
277	Water	Meter Reading	Mar 2019-Dec 2019	1/2/2021	1/1/2024	Semi Permanent-5 Yrs	
236	WW	Permit	Draft Permit 2009-2013	9/22/2016	9/22/2021	Semi Permanent-5 Yrs	
262	WW	COGZ	2018 Work Orders	12/8/2020	12/8/2021	Temp - 2 Yrs	
218	Water	Service Orders	3/2015-5/2015	6/1/2015	6/1/2020	Semi Permanent-5 Yrs	
238	WW	Algevolve	Algevolve Project 2010	9/22/2016	9/22/2021	Semi Permanent-5 Yrs	
221	Water	Meter Reading	Jan 2015-Mar 2015	10/1/2015	10/1/2020	Semi Permanent-5 Yrs	
266	Water	CCC	2021 Testers Info/ Tests A-C	1/3/2022	1/1/2024	Temp - 2 Yrs	
268	Water	CCC	2021 Backflow Tests S-Y	1/3/2022	1/1/2024	Temp - 2 Yrs	
267	Water	CCC	2021 Backflow Tests D-R	1/3/2022	1/1/2024	Temp - 2 Yrs	
233	Water	Meter Reading	Apr 2016-June 2016	7/29/2016	7/1/2021	Semi Permanent-5 Yrs	
222	Water	Meter Reading	Apr 2015- May 2015	10/1/2015	10/1/2020	Semi Permanent-5 Yrs	
256	Water	Meter Reading	Oct 2016 - Mar 2017	10/18/2018	10/18/2023	Semi Permanent-5 Yrs	
250	Water	Meter Reading	Apr 2018- June 2018	10/18/2019	7/1/2023	Semi Permanent-5 Yrs	
254	Water	Meter Reading	Apr 2017 - Sep 2017	10/18/2019	10/1/2022	Semi Permanent-5 Yrs	
232	Water	Meter Reading	Jan 2016 - Mar 2016	7/29/2016	4/1/2021	Semi Permanent-5 Yrs	
274	WW	COGZ	2020 Work Orders	9/30/2021	1/1/2023	Temp - 2 Yrs	
273	Water	Service Orders	6/2019-9/2019	1/2/2021	1/1/2024	Semi Permanent-5 Yrs	
263	Water	CCC	2020 Testers Info- Tests 1st-I	12/16/2020	1/1/2023	Temp - 2 Yrs	
231	Water	Meter Reading	Oct 2015-Dec 2015	7/29/2016	10/1/2020	Semi Permanent-5 Yrs	

Disposal List

[illegible]

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Montrose 2022 PUD Amendment and Subdivision MDA File No PUDA-22-1/SUBD-22-10

ITEM AND RECOMMENDED ACTION:

Approve the MDA associated with the approved Montrose 2022 PUD Amendment and Subdivision from the JULY 11, 2023 P&Z COMMISSION MEETING,

DISCUSSION:

Montrose was entitled as a PUD in 1998. The subject area had some cluster and multi-family housing shown in the 1998 Montrose PUD. The proposed amendment proposed to eliminate those cluster housing and multi-family areas and provide all single family detached lots. This amendment also has changes to the local access street layout. The proposal eliminated many of the cul-de-sacs shown in the original design. The proposed Major PUD amendment requested a design standard deviation to increase lot coverage from 40 percent allowed under the City of Post Falls municipal code to 50 percent for the Montrose PUD. This amendment decreased the potential housing units from 769 to 465 housing units. The applicant also requested subdivision approval for the proposed multi-phase subdivision for approximately 306 lots on 73.72 acres.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

Standard process to bring MDA to City Council for approval

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. 2023.12.07 MDA Montrose

**MASTER DEVELOPMENT AGREEMENT
FOR
MONTROSE 2022 PUD AMENDMENT AND SUBDIVISION
(File No. PUDA-22-1/SUBD-22-10)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 North Spokane Street, Post Falls, Idaho 83854, and **Schneidmiller Land Company**, a Washington Corporation, N. 1421 Meadowwood Lane Ste. 200, Liberty Lake, Washington 99019 and **Schneidmiller Partners**, an Idaho corporation, 1511 N. Chase Rd, Post Falls, ID 83854; hereinafter the "Owner," and **Greenstone-Kootenai II, Inc.**, an Idaho Corporation; 6552 E. Octavia Court, Post Falls, ID 83854; hereinafter the "Developer" enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

The following provisions establish the context of this Agreement and constitute binding provisions hereof:

- A. Developer owns approximately **73.54** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a **residential subdivision**, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Montrose 2022 Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-3 (Exhibit 4a in Staff Report), File # SUBD-22-10, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring

the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Montrose 2022 Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **July 11, 2022** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Montrose 2022 Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council

has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City’s Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

NOW, THEREFORE, It is agreed by the City and the Developer as follows:

1. Property and Term

1.1 Property Subject to this Agreement

The land is described per **Exhibit 3** (“Property”).

1.2 Term

The term of this Agreement shall commence upon the execution of this Agreement by all parties to this Agreement and shall continue for three years thereafter or until all lands described in Section 1.1 are subdivided or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein. If construction of the approved development is not commenced with sustained effort within one (1) year after approval, the city may give notice to the developer of the intent to terminate the agreement for non-performance. Upon such notice, the Developer shall be allowed a public hearing concerning the City’s intent to terminate, if requested. After hearing from the Developer, in addition to any comments from the public, the City’s governing board may finally decide the status of the agreement. Section 9.2 shall continue in effect after the term of this Agreement and shall be an ongoing obligation of the property owners.

2. Project Regulations and Policies

2.1. Project Development

Developer shall have the right to develop the Project in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site improvements and appurtenant improvements in connection therewith, in the manner specified in this Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not subject to modification by the City.

2.1.1. Existing Approvals

Development of the Property shall be subject to all of the conditions and standards as set forth in the Reasoned Decision and in the Annexation Agreement between the parties. The development of the Property shall be consistent with adopted rules, regulations and ordinances of the City except where such rules, regulations and ordinances are expressly modified by the approvals accorded the project.

2.1.2. Future Application

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the approach, envisioned by this Agreement and the terms of the approvals memorialized hereby.

2.1.3 Fees

All applications for City approvals, permits and entitlements shall be subject to City's development and processing fees and charges at the time of consideration of the final plat map, development approval request, or building permit except as expressly superseded by Section 2.1.1 herein.

2.2. Project is a Private Undertaking

It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to any third persons concerning any of said improvements; that Developer shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to its authority under the laws of the City and the State of Idaho.

2.3 Hold Harmless

Developer hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Developer's development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City.

3. City's Good Faith in Processing

3.1 Processing

City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for final plat map processing and approval, building permits or other authorizations needed for development of the Project.

3.2 Permits

City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project,

and that City agrees to issue such permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to compliance with all provisions of applicable law.

4. Notices, Demands and Communications Among the Parties

4.1 Notice

Formal written notices, demands, correspondence and communications between the City and Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested, to the offices of the City and the Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or to the Planning and Building Director of the City.

OWNER
Schneidmiller Partners
1511 N. Chase Rd
Post Falls, ID 83854

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

OWNER
Schneidmiller Land Company
1511 N. Chase Rd
Post Falls, ID 83854

DEVELOPER
Greenstone-Kootenai II, Inc.
6552 E. Octavia Court
Post Falls, ID 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty (30) day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure

or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is expressly allowed to withhold approval of issuance of building or construction permits when a material condition of default exists or a claim for default is pending.

5.2 Applicable Law/Attorneys' Fees.

This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees; court costs and such other costs as may be found by the Court.

5.3 Termination for Unforeseen Circumstances

These provisions provide a mechanism for the identification of those circumstances which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, the City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons therefore; (2) notify Developer, in writing, at least fourteen (14) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which Developer shall have the right to offer evidence to the contrary. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of the existing development as of the date of such suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances, which shall cause the operation of this provision, shall not be the result of changes in state or federal law. The procedures described herein shall apply to circumstances, which threaten the health, safety and welfare of the public. If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

7.2 Mortgagee Not Obligated

Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

7.3 Notice of Default to Mortgagee

If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

8. Transfers and Assignments

8.1 Right to Assign

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall such rights, duties and obligations be transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof. This right to assign or transfer shall not compromise the rights of the City to require any surety to assure completion of Developer's obligations established hereby or by law.

8.2 Release Upon Transfer

Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 8.1 above, Developer shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, arising subsequent to the effective date of such transfer if; (1) Developer is not then in default under this Agreement; (2) Developer has provided to City written notice of such transfer, and (3) the transferee executes and delivers to City a written agreement which (a) provides the name and address of the transferee, (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred, and, (c) the City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of Developer pursuant to Section 5. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

9. Covenants Run with The Land

9.1 Binding upon Land

All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

9.2 Maintenance of Common Area Landscaping

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Reasoned Decision and or upon the face of the recorded plat). The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails; along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy.

Developer agrees that in the event that the Homeowner's Association fails to meet its obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such infrastructure maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

10. General Provisions

10.1 No Joint Venture or Partnership

City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer a joint venture or partners.

10.2 Severability

City and Developer agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

10.3. Entire Agreement

This Agreement is executed in one original and consists of **thirty-three (33)** pages, including the Recitals and 4 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

- Exhibit 1: General Site Plan of Record (Exhibit A-3, File No. SUBD-22-10, Post Falls Community Development Department records)**
- Exhibit 2: Reasoned Decision, Montrose 2022 PUD Amendment and Subdivision**
- Exhibit 3: Legal Description**
- Exhibit 4: Owners' Consent Resolutions**

10.4 Completion of Performance

Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Developer shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit, and which is intended to run with the land unless expressly approved by the governing board of the City.

10.5 Force Majeure

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented

such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

10.6 Estoppel Certificate

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

10.7 Duty to Record

This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner

**Kevin Schneidmiller
As Authorized Representative of
Schneidmiller Land Company**

By: Owner

Kevin Schneidmiller
As Authorized Representative of
Schneidmiller Partners

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

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

STATE OF _____)
 :SS
County of _____)

This record was acknowledged before me on ____ by **Kevin Schneidmiller** as **Authorized Representative of Schneidmiller Land Company.**

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

STATE OF _____)
:ss
County of _____)

This record was acknowledged before me on _____ by **Kevin Schneidmiller** as
Authorized Representative of Schneidmiller Partners.

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

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LEGAL DESCRIPTION

A portion of the Northwest Quarter of Section 33, Township 51 North, Range 5 West, Boise Meridian, in the City of Post Falls, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the Northwest Corner of Lot 13, Block 2 of Montrose Fourteenth Addition, Recorded in Book L of Plats, Pages 657 thru 657C, said point being on the Easterly Right of Way Line of McGuire Road; thence N00°35'44"E along said Right of way Line a distance of 316.97 feet to the Southerly Right of Way Line of Spokane International Railroad; thence N61°23'54"E along said Railroad Right of Way Line a distance of 163.155 feet to the Westerly Right of Way Line of Burlington Northern Santa Fe Railroad; thence S45°42'53"E along said Westerly Right of way Line a distance of 1093.96 feet to the Northeast Corner of Lot 1, Block 2 of Montrose Seventh Addition, Recorded in Book K of Plats, pages 313 thru 313C; thence S44°16'05"W (Record S43°21'08"W) a distance of 118.50 feet (Record 118.42 feet) to the Easterly Right of way Line of Santiam Drive; thence N45°43'52"W (Record N46°38'52"W) a distance of 25.13 feet; thence S44°16'05"W (Record S43°21'08"W) a distance of 57.00 feet; thence S45°43'52"E (Record S46°38'52"E) a distance of 9.50 feet to the center line of Tract 1 of said Montrose Seventh Addition; thence along said center line the following (2) two courses:

1) S44°16'05"W (Record S43°21'08"W) a distance of 59.17 feet to the beginning of a tangent curve concave to the East and having a radius of 554.50 feet and a chord bearing and distance of S21°36'45"W, 427.18 feet;

2) Thence Southerly along said curve through a central angle of 45°18'42" an arc distance of 438.52 feet to the Northeast corner of Lot 9, Block 3 of Montrose Thirteenth Addition, Recorded in Book L of Plats, Pages 524 thru 524C; thence along the Northerly and Westerly Boundary Line the following (4) four courses:

1) S88°57'24"W a distance of 120.00 feet;

2) S87°24'50"W a distance of 55.02 feet;

3) S88°50'25"W a distance of 119.54 feet to the beginning of a non-tangent curve concave to the East and having a radius of 851.38 feet and a chord bearing and distance of S04°16'42"E, 93.69 feet;

4) Thence Southerly along said curve through a central angle of 06°18'29" an arc distance of 93.73 feet to the Northeast corner of Lot 2, Block 5 of Montrose Eleventh Addition, Recorded in Book L of Plats, Pages 361 thru 361B; thence along said Northerly Boundary line the following (5) five courses:

1) S82°30'54"W a distance of 176.30 feet;

2) S07°50'57"E a distance of 13.04 feet;

3) N89°26'24"W a distance of 393.63 feet to the beginning of a tangent curve concave to the North and having a radius of 853.00 feet and a chord bearing and distance of N82°59'44"W, 191.48 feet;

4) Thence Westerly along said curve through a central angle of 12°53'19" an arc distance of 191.88 feet;

5) N76°33'04"W a distance of 32.58 feet to the Northwest Corner of Lot 1, Block 3 of said Montrose Eleventh Addition, said point is also the Southeast Corner of Tract C of said Montrose Fourteenth Addition; thence along the Easterly and Northerly Boundary of said Montrose Fourteenth Addition the following (12) twelve courses:

1) N07°27'08"E a distance of 119.32 feet to the beginning of a non-tangent curve concave to the South and having a radius of 1267.00 feet and a chord bearing and distance of N79°22'10"W, 36.52 feet;

2) Thence Westerly along said curve through a central angle of 01°39'05" an arc distance of 36.52 feet;

3) N10°05'27"E a distance of 54.03 feet to the beginning of a non-tangent curve concave to the West and having a radius of 547.00 feet and a chord bearing and distance of N07°35'06"E, 120.05 feet;

4) Thence Northerly along said curve through a central angle of 12°35'59" an arc distance of 120.29 feet to the Northeast corner of said Montrose Fourteenth Addition;

5) N81°56'27"W a distance of 74.60 feet;

6) N85°07'29"W a distance of 74.68 feet;

7) N87°33'41"W a distance of 70.62 feet;

8) N88°58'57"W a distance of 292.93 feet;

9) N00°35'44"E a distance of 6.56 feet;

10) N89°24'13"W a distance of 174.00 feet;

11) S00°35'44"W a distance of 10.42 feet;

12) N89°24'13"W a distance of 130.00 feet to the POINT OF BEGINNING.

TOGETHER with a portion of the North Half of said Section 33 more particularly described as follows:

BEGINNING at the Northwestern Corner of Tract H of Montrose Seventh Addition, Recorded in Book K of Plats, Pages 313 thru 313C, said point being on the Northerly Right of Way Line of the Burlington Northern Santa Fe Railroad; thence N45°43'55"W along said Right of Way Line a distance of 1015.78 feet to the Southerly Right of Way Line of Spokane International Railroad; thence N61°24'16"E along said Southerly Right of Way Line a distance of 782.40 feet; thence S88°49'31"E a distance of 373.33 feet to the West Line of the Northeast Quarter of said Section 33; thence continuing S88°49'31"E a distance of 1116.02 feet; thence S01°10'27"W a distance of 25.00 feet to the Northwest Corner of Tract D of Montrose First Addition, Recorded in Book I of plats, Pages 106 thru 106B; thence along the Westerly Boundary Line the following (5) nine courses:

1) Continuing S01°10'27"W (Record S01°15'32"W) a distance of 175.72 feet;

2) N86°17'12"W (Record N87°12'07"W) a distance of 23.02 feet;

3) S03°42'48"W (Record S02°47'53"W) a distance of 54.00 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E) 27.65 feet;

4) Thence Southerly along said curve through a central angle of 87°27'38" (Record 87°27'40") an arc distance of 30.53 feet;

5) S01°10'27"W (Record S00°15'32"W) a distance of 206.20 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S47°26'37"W (Record S46°31'43"W) 28.90 feet;

6) Thence Southerly along said curve through a central angle of 92°32'21" (Record 92°32'20") an arc distance of 32.30 feet;

7) S00°42'02"E (Record S01°53'57"E) a distance of 54.16 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E) 27.65 feet;

8) Thence Southerly along said curve through a central angle of 87°27'38" (Record 87°27'40") an arc distance of 30.53 feet;

9) S01°10'27"W (Record S00°15'32"W) a distance of 102.49 feet to the Northeast Corner of Montrose Sixth Addition, Recorded in Book I of Plats, Pages 230 thru 230E; thence along the Northerly Boundary Line of said Montrose Sixth Addition and the Northerly boundary Line of said Montrose Seventh Addition N86°17'10"W (Record N87°12'07"E) a distance of 1140.87 feet; thence along the westerly Boundary Line of said Montrose Seventh Addition the following (10) ten courses:

1) S01°10'29"W (Record S00°15'32"W) a distance of 100.71 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S47°26'38"W (Record S46°31'43"W) 28.90 feet;

2) Thence Southwesterly along said curve through a central angle of 92°32'23" (Record 92°32'21") an arc distance of 32.30 feet;

3) S00°30'47"E (Record S01°25'44"E) a distance of 60.16 feet to the beginning of a non-tangent curve concave to the South and having a radius of 20.00 feet and a chord bearing and distance of S54°20'14"E (Record S55°15'11"E) 21.17 feet;

4) Thence Southeasterly along said curve through a central angle of 63°53'53" an arc distance of 22.30 feet;

5) N86°05'10"W (Record N87°00'07"W) a distance of 112.18 feet;

6) N85°51'40"W (Record N86°46'37"W) a distance of 6.29 feet;

7) S01°10'29"W (Record S00°15'32"W) a distance of 168.02 feet to the beginning of a tangent curve concave to the West and having a radius of 250.00 feet and a chord bearing and distance of S08°02'49"W (Record S07°07'52"W) 59.83 feet;

8) Thence Southerly along said curve through a central angle of 13°44'39" (Record 13°44'40") an arc distance of 59.97 feet;

9) N75°04'51"W (Record N75°59'49"W) a distance of 95.83 feet;

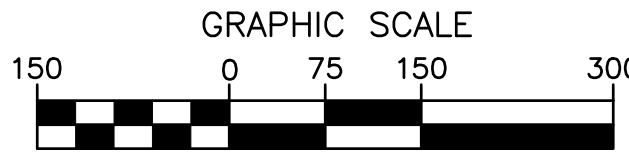
10) S44°16'05"W (Record S45°21'08"W) a distance of 88.49 feet (Record 88.58 feet) to the POINT OF BEGINNING.

Except all Right of Way
Subject to all easements of record
Containing 75.23 Acres more or less

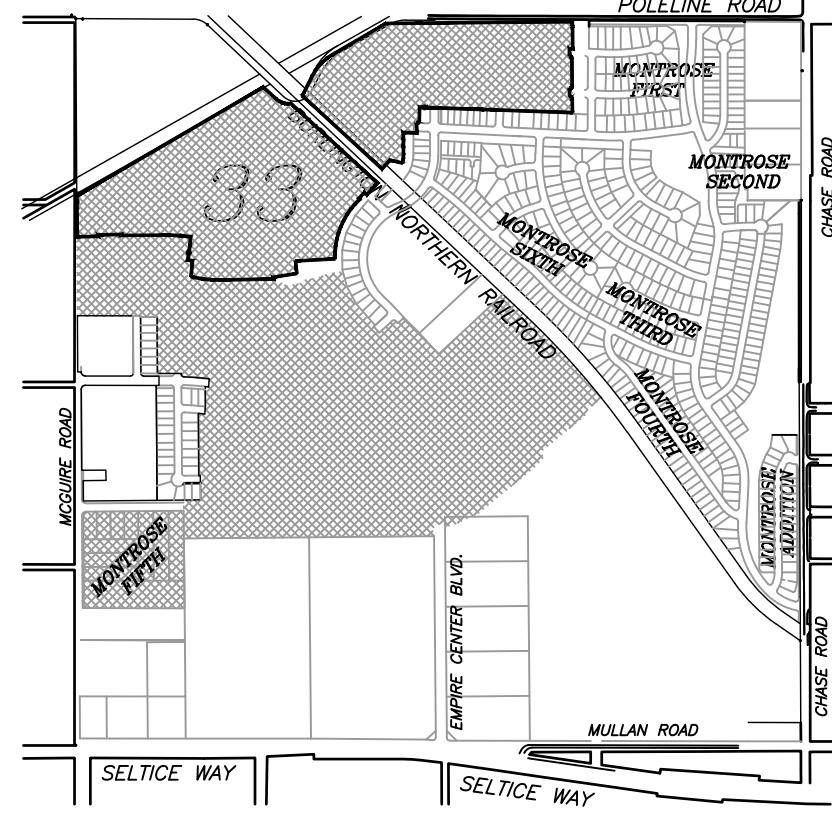
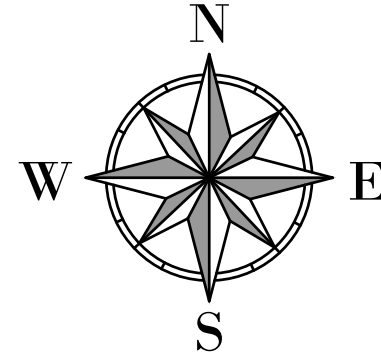
Exhibit 1



HOMES & NEIGHBORHOODS
1421 N. MEADOWOOD LN., SUITE 200
LIBERTY LAKE, WA. 99019
PHONE: (509)-458-5860
FAX: (509)-458-5862



(IN FEET)
1 inch = 150 ft.



VICINITY MAP

SUBMITTAL DATE

AUGUST, 2022

ENGINEER

GREENSTONE CORPORATION – DOUG DESMOND, P.E.
1421 N. MEADOWOOD LN., SUITE 200
LIBERTY LAKE, WASHINGTON 99019
PHONE (509) 458-5860

CONTACT

GREENSTONE KOOTENAI II – KEVIN SCHNEIDMILLER
1421 N. MEADOWOOD LN., SUITE 200
LIBERTY LAKE, WASHINGTON 99019
PHONE (509) 458-5860

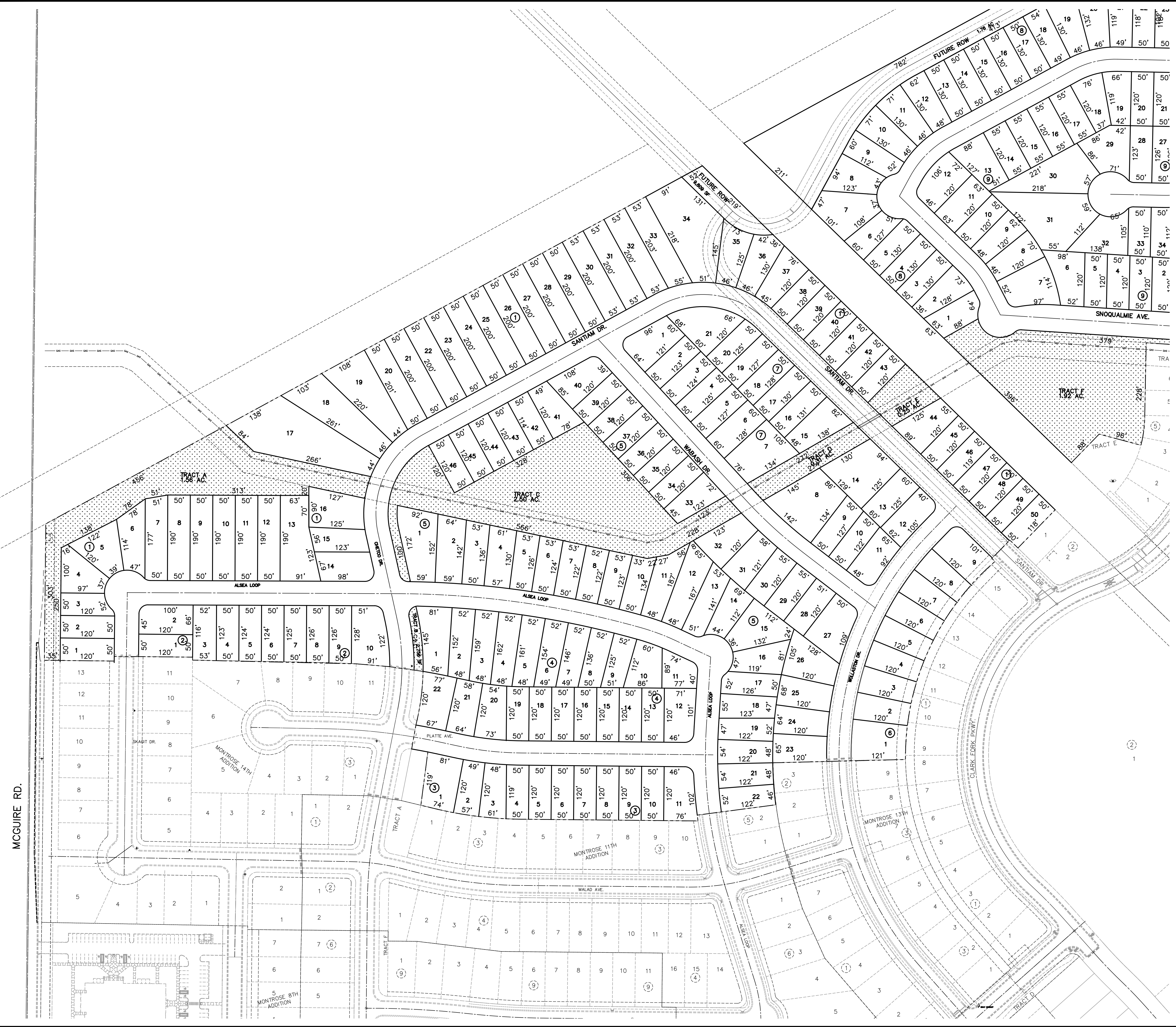
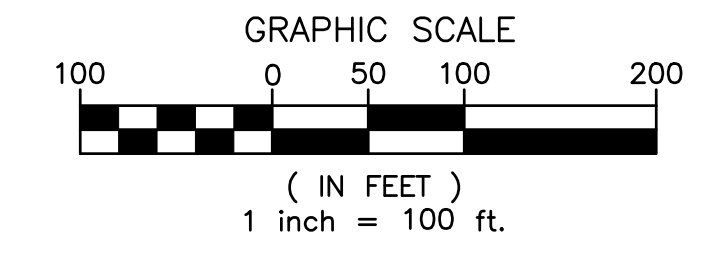
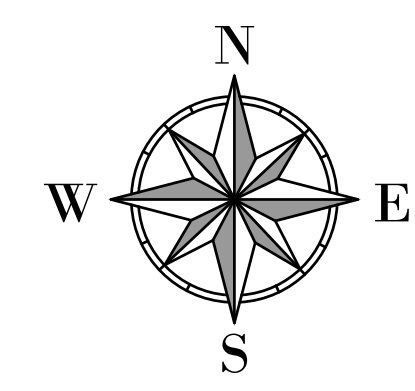
OWNER

SCHNEIDMILLER BROTHERS INC. / SLCO – GARY SCHNEIDMILLER
1924 NW BLVD.
COEUR D'ALENE, ID 83814
PHONE (208) 664-1461

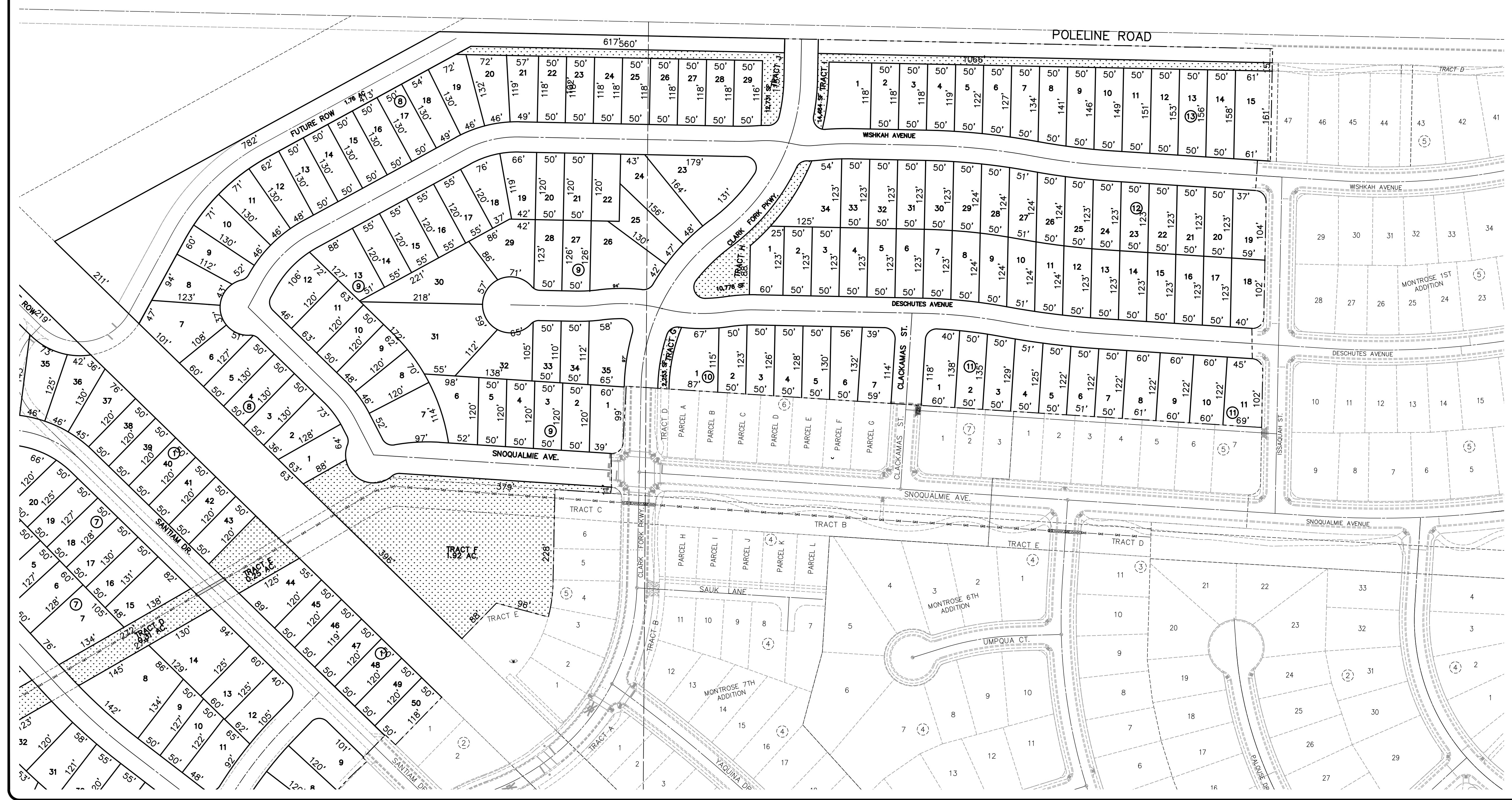
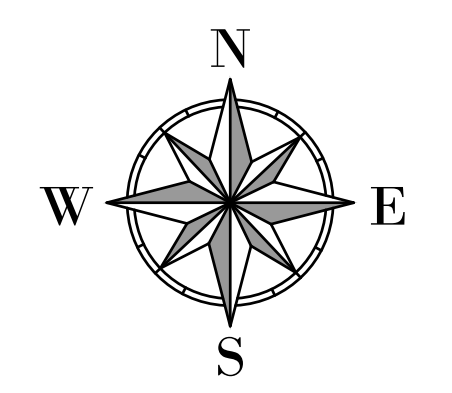
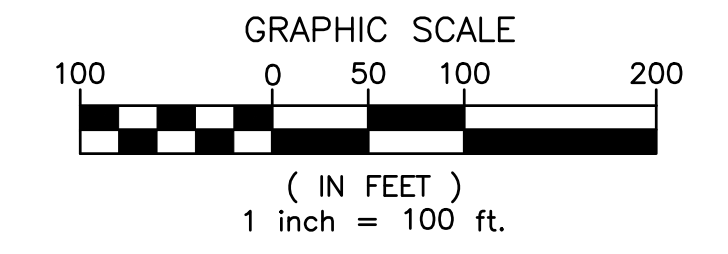
SUBDIVISION DATA

TOTAL # OF LOTS	300
GROSS AREA	75.23 ACRES
OPEN SPACE	7.53 ACRES
% OPEN SPACE	10.0%
% OPEN SPACE IN PUD	12.09%
PROPOSED USE	RESIDENTIAL
EXISTING ZONING	R-1 W/PUD OVERLAY
PROPOSED ZONING	R-1 W/PUD OVERLAY
TYPICAL LOT FRONTAGE	50'-80'
AVERAGE LOT AREA	6,000 S.F.
MINIMUM LOT AREA	5,000 S.F.
LOTS / ACRE	3.99 LOTS / ACRE

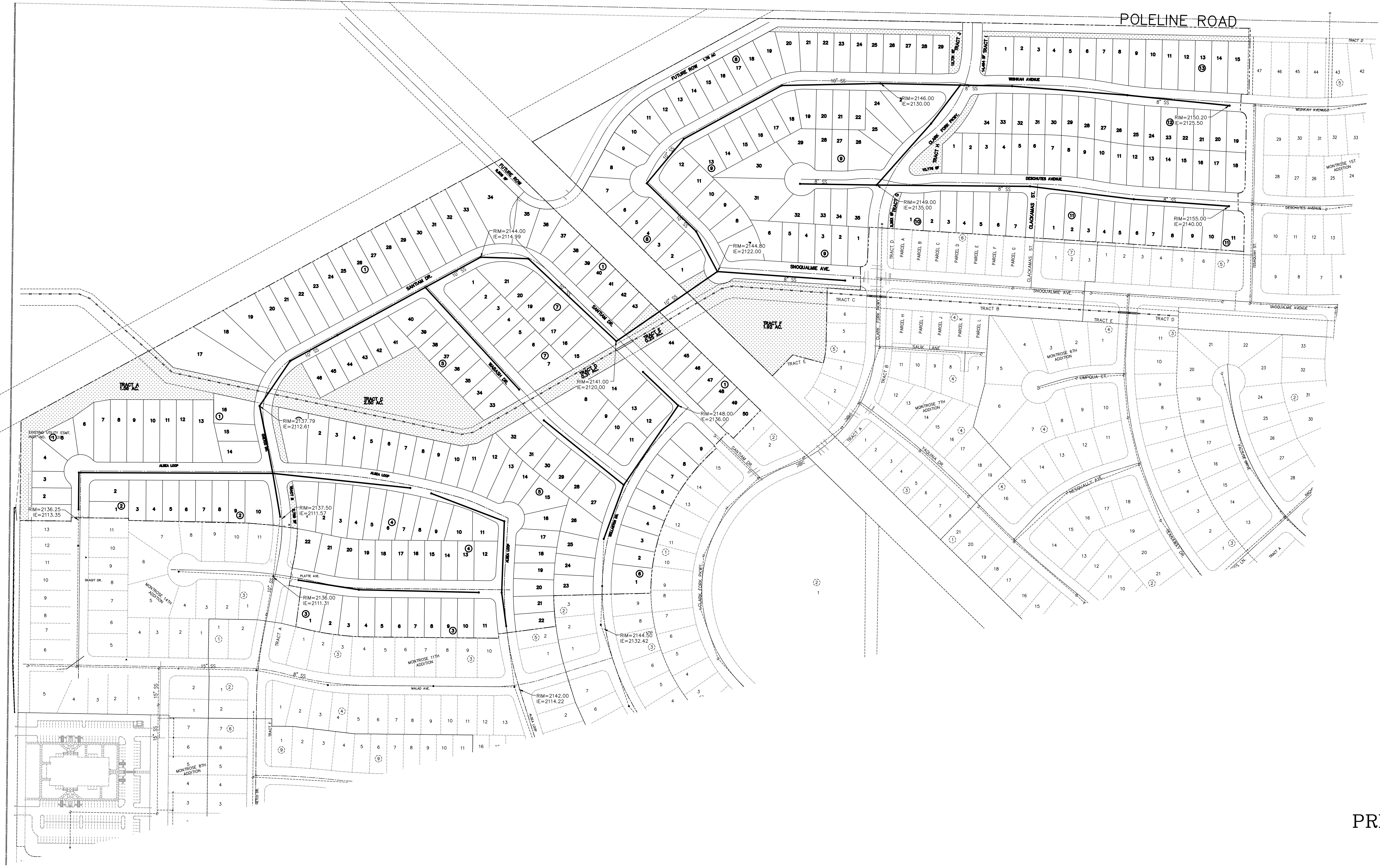
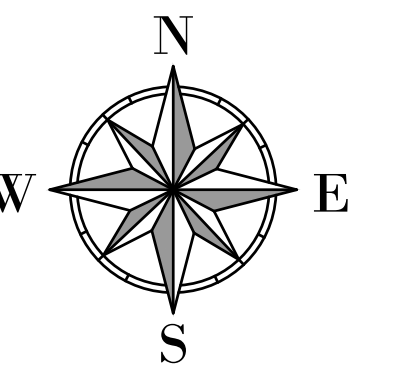
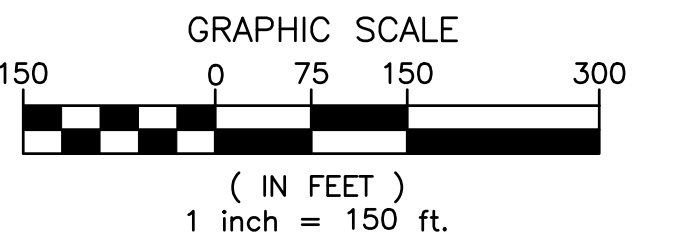
PRELIMINARY SUBDIVISION
FOR
MONTROSE 2022
(A PLANNED UNIT DEVELOPMENT)
POST FALLS, IDAHO
SHEET 1 OF 7



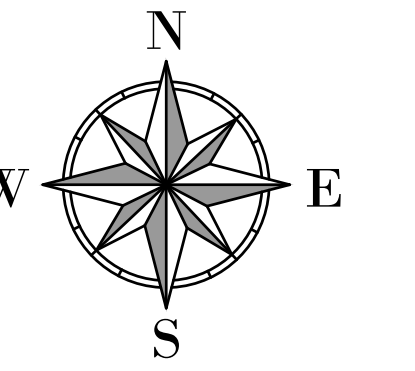
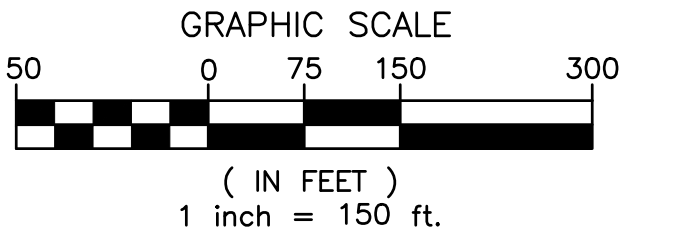
SUBDIVISION SITE PLAN
FOR
MONTROSE
(A PLANNED UNIT DEVELOPMENT)
KOOTENAI COUNTY, IDAHO
SHEET 2 OF 7



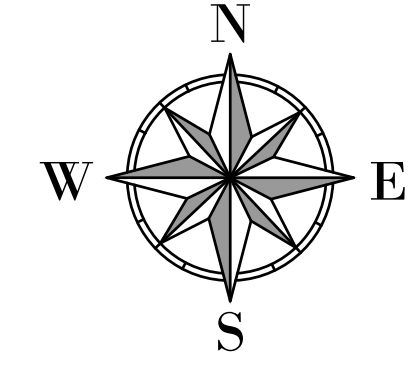
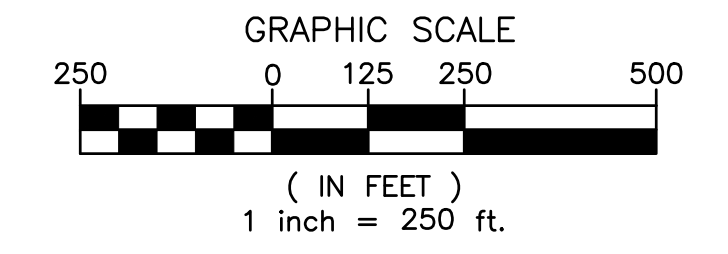
SUBDIVISION SITE PLAN
FOR
MONTROSE
(A PLANNED UNIT DEVELOPMENT)
KOOTENAI COUNTY, IDAHO
SHEET 3 OF 7



PRELIMINARY SUBDIVISION
SEWER PLAN
FOR
MONTROSE 2022
(A PLANNED UNIT DEVELOPMENT)
POST FALLS, IDAHO
SHEET 4 OF 7



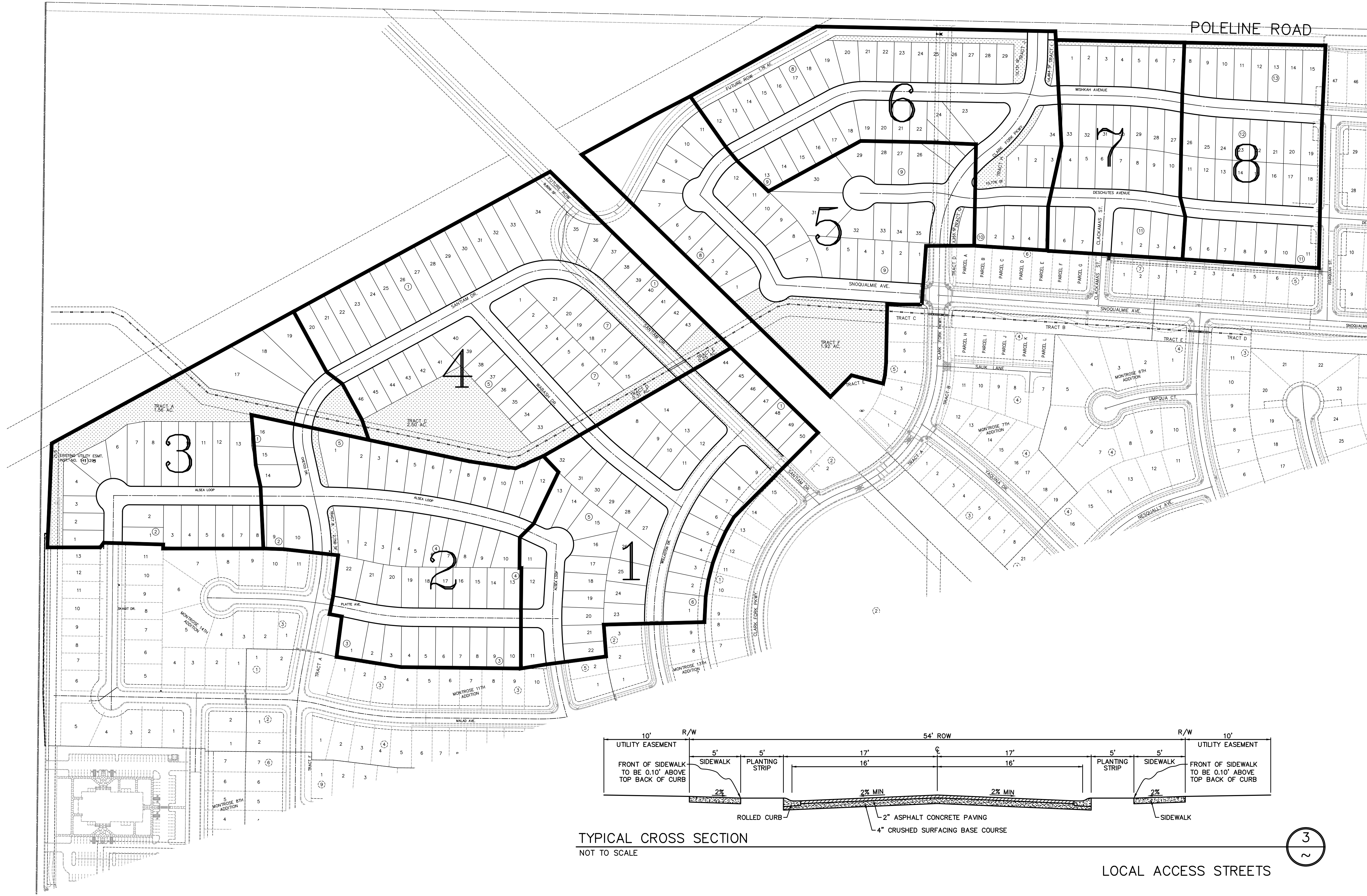
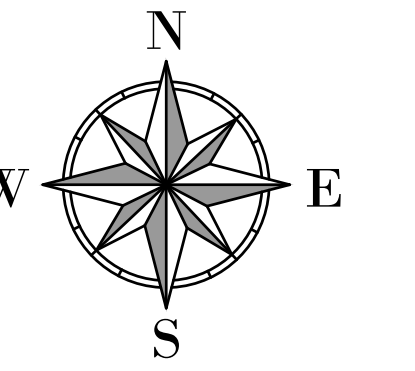
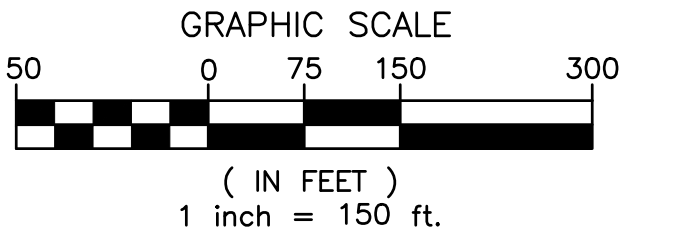
PRELIMINARY SUBDIVISION
WATER PLAN
FOR
MONTROSE 2022
(A PLANNED UNIT DEVELOPMENT)
POST FALLS, IDAHO
SHEET 5 OF 7



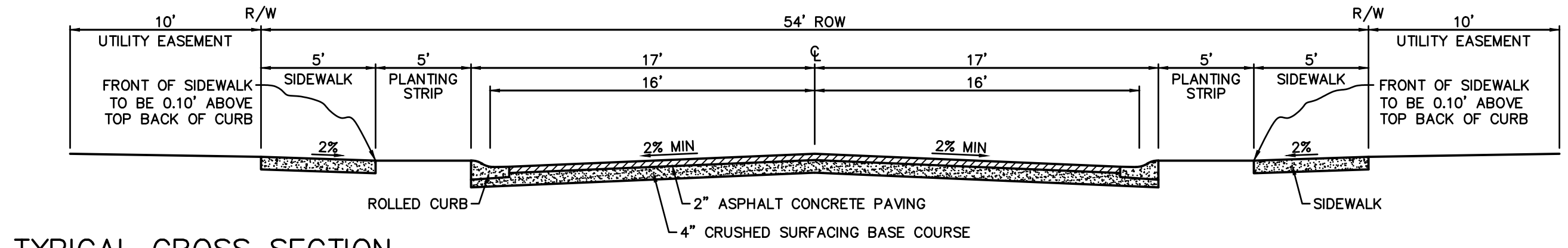
10' WIDE TRAIL

NOT A PART

PUD TRAIL PLAN
FOR
MONTROSE 2022
(A PLANNED UNIT DEVELOPMENT)
POST FALLS, IDAHO
SHEET 6 OF 7

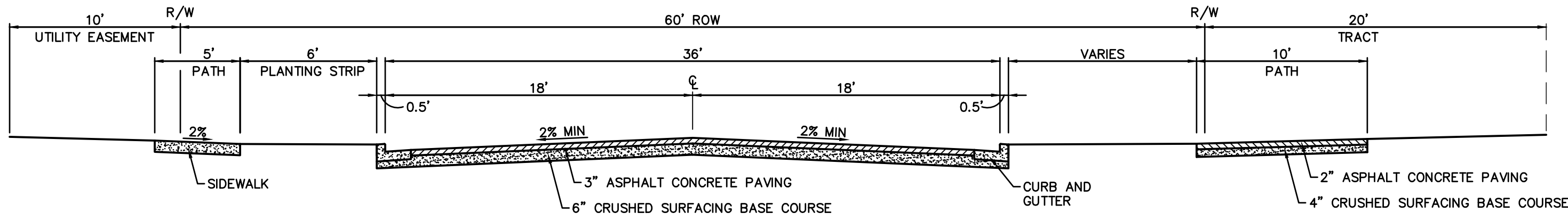


PHASES SHOWN ARE ENTIRELY A BEST ESTIMATE.
PHASE TIMING AND SIZE ARE DEPENDENT ON MARKET CONDITIONS.



TYPICAL CROSS SECTION
NOT TO SCALE

LOCAL ACCESS STREETS



TYPICAL CROSS SECTION
NOT TO SCALE

COLLECTOR STREETS

PRELIMINARY SUBDIVISION
PHASE PLAN & STREET SECTIONS
FOR
MONTROSE 2022
(A PLANNED UNIT DEVELOPMENT)
POST FALLS, IDAHO
SHEET 7 OF 7

**Montrose PUD Amendment/Subdivision
File No(s). PUDA-22-1/SUBD-22-10
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Kevin Schneidmiller and Greenstone-Kootenai II
LOCATION: South of Poleline Ave., north of Seltice Way, north Mullan Avenue, and east of McGuire Rd. within the Montrose PUD
REQUEST: Review and approve with appropriate conditions for the proposed Major PUD Amendment and subdivision, finding that both meet the review criteria and the code requirements found within Post Falls Municipal Code.

B. RECORD CREATED:

1. A-1a PUD Amendment Application
2. A-1b Subdivision Application
3. A-2 Narrative
4. A-3 Phasing Plan
5. A-4a Preliminary Plan
6. A-4b Will Serve
7. A-5 Authorization Letter
8. A-6 Title Report
9. S-1 Vicinity Map
10. S-2 Zoning Map
11. S-3 Future Land Use Map
12. PA-1 PFPD Comments
13. PA-2 YPL Comments
14. PA-3 PFSD Comments
15. PA-4 KCFR Comments
16. PA-5 PFHD Comments
17. PA-6 PFHD Comments
18. PA-7 PHD Comments
19. PA-8 YPL Comments
20. PZ Staff Report
21. Testimony at the July 11, 2023 Planning and Zoning Commission ("Commission") hearing including:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at a public hearing, the hearing was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to approve the proposed major amendment to the Montrose PUD and subdivision. The proposed Major PUD amendment requested a design standard deviation to increase the lot coverage from 40 percent allowed under the City of Post Falls municipal code to 50 percent for the Montrose PUD per Exhibit A-2. This amendment decreased the potential housing units from 769 to 465 housing units (Exhibit A-3). The requested subdivision proposed a multiphase subdivision for approximately 306 lots on 73.72 acres per

Exhibit A-4a. The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") §§ 18.20.080 and 17.12.060.

Jon Manley, Planning Manager

Mr. Manley presented the staff report to the Commission. He testified that the owner of the property is Schneidmiller Land Company, Schneidmiller Partners and Greenstone-Kootenai Inc. represented by the Applicant, Kevin Schneidmiller. Mr. Manley summarized the request made by Kevin Schneidmiller on behalf of Schneidmiller Land Company and Greenstone-Kootenai Inc. to approve the proposed Major PUD Amendment. The amendment would allow for an increase in lot coverage from 40 percent to 50 percent for the Montrose PUD and would also remove remaining cluster housing and multi-family areas for phase 4 and 5, providing only single-family detached lots. The project location is bound to the west by McGuire, to the east by Chase, and to the north by Poleline. Mr. Manley noted that the removal of cluster housing from phase 4 and 5 reduces the total approved units from 769 to 465.

Mr. Manley clarified that the removal of cluster and multi-family is just for the areas in phases 4 and 5 and the 50 percent lot coverage would apply towards the whole PUD, meaning that if someone asked for an addition in previous phases, they would have an increased development right for 50 percent lot coverage.

Mr. Manley testified that the Post Falls Highway District had an original comment from the October notice that they had no comment or concerns. They then followed it up for this noticed hearing that they had concerns but with no explanation as to what those were. The City Engineering Division has noted that reducing the density by 300 housing units would reduce the net daily traffic by 2500-3000 trips per day.

Rob Palus, Assistant City Engineer

Mr. Palus discussed the transportation plan for the Montrose subdivision. The City of Post Falls maintains the public roadways within the subdivision and the roads along Poleline and McGuire Road. The long-term goal is to make Poleline Avenue a straight shot, which would require an \$8 million investment. The Highway District does not have any adjacent section of Poleline, so he speculated, that their concern may be that improvements are needed at the intersection of Poleline Avenue and McGuire Road if a bridge is constructed. Additionally, traffic control devices may be necessary on McGuire Road due to its expansion to a five-lane roadway.

Jon Manley, Planning Manager

Mr. Manley discussed the proposed multiphase subdivision for approximately 306 lots on 73.72 acres. The average lot size of 6,000 feet is similar to current lots in Montrose, and the proposed R1 zoning is consistent with surrounding zones. He noted that the public process was previously discussed in a staff report and met notification requirements, including a four-inch by two column advertisement, legal notice, and site posting at nine different locations.

Kevin Schneidmiller, Applicant

Mr. Schneidmiller requested approval for an amendment to the Montrose PUD originally approved in 1998, as well as approval to subdivide 75 acres within the PUD for single-family detached housing. The original agreement stated that they would not pay park mitigation fees but provide certain park improvements and land. Over the last 18 months, they have been working with the Parks Department to provide a combined site that accommodates the park and public use facility, in addition to providing a certain level of dollars for improvements. They have transferred about 22 acres of land to the City for ball fields, and the first phase of the park will be completed in 2024. As lots have gotten smaller over time, they have bumped up against the issue of exceeding the 40 percent maximum coverage.

They agreed to realign the intersection of Clark Fork and Poleline and leave a temporary connection in place until July 1, 2025, to allow for a trail system. The parks described will be maintained by the City, while all other parks within Montrose are private and maintained by the HOA.

Public Testimony:

The Chair opened the hearing for public testimony. None was received.

Deliberations: The Chair closed the hearing upon completion, and the Commission progressed to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code ("PFMC") §§ 18.20.080 and 17.12.060.

EVALUATION OF APPROVAL CRITERIA:

C. PUD REVIEW CRITERIA:

To approve a proposed PUD, plan the commission must determine that the proposal meets each of the following approval criteria:

C1. The proposed PUD provides for adequate utilities, services, and parking to service the proposed development by:

- a. **Providing a public water supply system that has adequate supply to serve the proposed development.**

The Commission determines that the project will connect East Greenacres District providing adequate water supply to serve the proposed development. This is evidenced by the provision of a will-serve letter from the District.

- b. **Providing a public wastewater collection system that is designed in accordance with the City's adopted Wastewater Master Plan and has sufficient capacity to accommodate the proposed sewer flows.**

The Commission determines that Post Falls is the wastewater service provider. The evidence shows that the proposed amendment, which decreases the number of residential units through a modification from cluster housing to single-family residential will generate a decrease in wastewater flows than the original PUD. The downstream wastewater collection and treatment systems provide for generated flows from the development as a part of our long-range facility plans. The wastewater collection system within the subdivisions shall be extended to accommodate service to adjacent properties per our wastewater collection system master plans.

- c. **Providing adequate accommodation for other utilities necessary to support the proposed development.**

The Commission determines that other utilities are accommodated during project development by including utility easements along the dedicated public rights-of-way.

- d. **Providing sufficient parking throughout the development to adequately meet the parking needs of all uses proposed in the PUD.**

The Commission determines that the proposed PUD is required to meet City of Post Falls parking requirements through individual residential permitting. Additional parking is provided by including standard on-street parking along both sides of residential streets. No evidence was presented to the contrary.

C2. The proposed PUD provides for an integrated transportation network that adequately serves the proposed development by:

- a. **Providing for the continuation of arterial and collector streets, meeting City standards for traffic volume, in a manner consistent with the City's adopted Transportation Master Plan.**

The Commission determines that the Subdivision will provide for frontage improvements to the collector and arterial roadways of McGuire Road, Poleline Avenue, and Clarkfork Parkway. This will aid in the completion of adjacent and interior roadways, with Santium Drive and Clark Fork Parkway providing access around the currently bisected section of Poleline Ave. The Commission understands that Santium Drive is intended as a temporary roadway connection until provisions for extending Poleline Ave. through the Grand Junction crossings are completed. As such, the temporary connection of Santium shall remain open until July 1, 2025, to allow for the city to negotiate with the railroad on the closure of this crossing in support of a new crossing with UPRR. The city will need to continue to coordinate with EMS and the School District regarding the long-term need for this temporary connection as the development progresses.

- b. **Providing a local street network that allows adequate traffic circulation and snow storage throughout the entire development.**

The Commission determines that there is adequate regarding traffic circulation and snow storage in the proposed development. Staff presented that an internal network of public roadways will be established, connecting to residential collectors, to ensure adequate traffic circulation. Standard roadside swales and grass strips will be utilized for snow storage. To maintain flexibility in the future reconnection of Poleline Avenue, the Commission requires the dedication of future Rights-of-Way to the city as part of any associated plat adjoining this area. The city will be responsible for the maintenance of these areas upon dedication of the Rights-of-Way.

- c. **Providing a pedestrian and bicycle system designed to provide adequate circulation throughout the entire development and to all open space areas.**

The Staff Report and Narrative show that the project is providing sidewalks and / or multi use trails along all public roadways. The proposed trail system allows for the eventual abandonment of the BNSF rail spur that runs through the development, which is a long range planned City trail system, once the abandonment is complete. Completion of frontage improvements along McGuire Rd. and Poleline Ave. will aid in providing sufficient widths to accommodate future bike lanes. Therefore, the Commission determines that the project would conform with the city's standards for adequate pedestrian and bicycle circulation throughout the entire development and to all open space areas.

C3. The proposed PUD provides enhanced community design by:

- a. **Conserving and incorporating the sites significant natural, scenic and/or historical features in the development, if any.**

The Staff Report provides that there are no significant natural, scenic, or historical features on the subject property to conserve. No other evidence was presented. Therefore Commission determines that there are no significant natural, scenic, or historical features on the subject property to conserve.

- b. **Integrating a mix of compatible land uses in the development and adequately buffering and/or separating any incompatible uses in the development.**

The Staff Report and Narrative from the applicant show that the applicant intends to develop single-family lots consistent with the other uses in the area, no evidence to the contrary was presented. Therefore, the Commission determines that the proposed uses are a compatible mix of uses and adequately buffer from incompatible uses in the development.

- c. **Locating the proposed uses and lot sizes in the proposed PUD in a manner that blends with the surrounding uses, neighborhoods and public facilities located in the City.**

In examining the evidence contained in the Staff Report and the applicant's Narrative, the Commission finds that the proposed use and lot configuration blends with other uses, neighborhoods, and public facilities surrounding this development, no evidence to the contrary was presented.

- d. **Providing at least ten percent (10%) of the gross land area for open space that meets the recreational needs of the users of the development and provides for a variety of recreational uses.**

The Commission determines that based upon the approximately 10% open space calculation as explained by the evidence presented by the staff and the applicant, the PUD meets this criterion, no evidence to the contrary was presented.

C4. The proposed PUD provides for timely development of the property and security for future completion and maintenance by:

- a. **Ensuring that each development block contains all the necessary element to exist independently from future blocks.**

The Staff Report provides this is within the phasing schedule already established and that the proposed amendment reduces the overall density for these associated phasing and eliminates many of the cul-de-sacs shown in the original design. The elimination of the cul-de-sacs would be considered an improvement. The design standard deviation request to increase lot coverage from 40 percent allowed under the City of Post Falls municipal code to 50 percent for the Montrose PUD would not affect this review criterion. The Commission agrees and finds that the PUD amendment ensures that each development block contains all the necessary elements to exist independently from future blocks.

- b. **Ensuring that each building in the development lot has sufficient access around the structure to allow for continual maintenance of the building and access for emergency services.**

The Commission determines that based on the evidence presented by staff and the applicant, the proposed development plan, site plan development requirements, standards setback requirements, and building code requirements should allow sufficient access around the structure to allow for continual maintenance of the building and access for emergency services.

- c. **Ensuring that a funding mechanism exists to adequately maintain common areas that are not publicly maintained.**

Based on testimony from the applicant, the Commission has determined that a Homeowner's Association has already been established to maintain any common areas that are not publicly

maintained. Therefore, there exists a funding mechanism to adequately maintain such common areas.

D. SUBDIVISION REVIEW CRITERIA: (Post Falls Municipal Code Title 17.12.060, Subsection H): No subdivision shall receive approval unless findings and conclusions are made that:

D1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

The Commission determines that the project will connect to the East Greenacres District providing adequate water supply to serve the proposed development. This is evidenced by the provision of a will-serve letter from the District.

D2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

The Staff Report stated that the City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The conceptual layout of the sanitary sewer system, as proposed, shows the ability to be served and shall be designed and constructed to City Standards. No evidence to the contrary was provided, therefore, the Commission determines that the city of Post Falls has adequate capacity to provide sewer service to the subdivision as proposed.

D3. Proposed streets are consistent with the transportation element of the comprehensive plan.

The Staff report and applicant's Narrative prove that the subdivision and proposed layout are consistent with the City's Transportation Master Plan and Design Standards. There was no evidence to the contrary, therefore the Commission determines that the subdivision and proposed layout are consistent with the City's Transportation Master Plan and Design Standards.

D4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

No testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards. The Commission therefore determines that there are no identified soil or topographical conditions that present hazards to the subdivision as proposed.

D5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.

The Staff Report and the applicants Narrative provide that the subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (Zoning) while being consistent with the Approved Montrose PUD. The Commission therefore determines that the subdivision and proposed lots conform to Title 17 and Title 18 requirements for the R1 single-family zoning district within the Montrose PUD. The uses allowed in that zone will be permitted consistent with PFMC 18.20.030 Land Use Table.

D6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

The Staff Report states that impact fees, lift station fees, and surcharge fees will be assessed on individual building permits to mitigate the off-site impacts to parks, fire, EMS, public safety, multi-

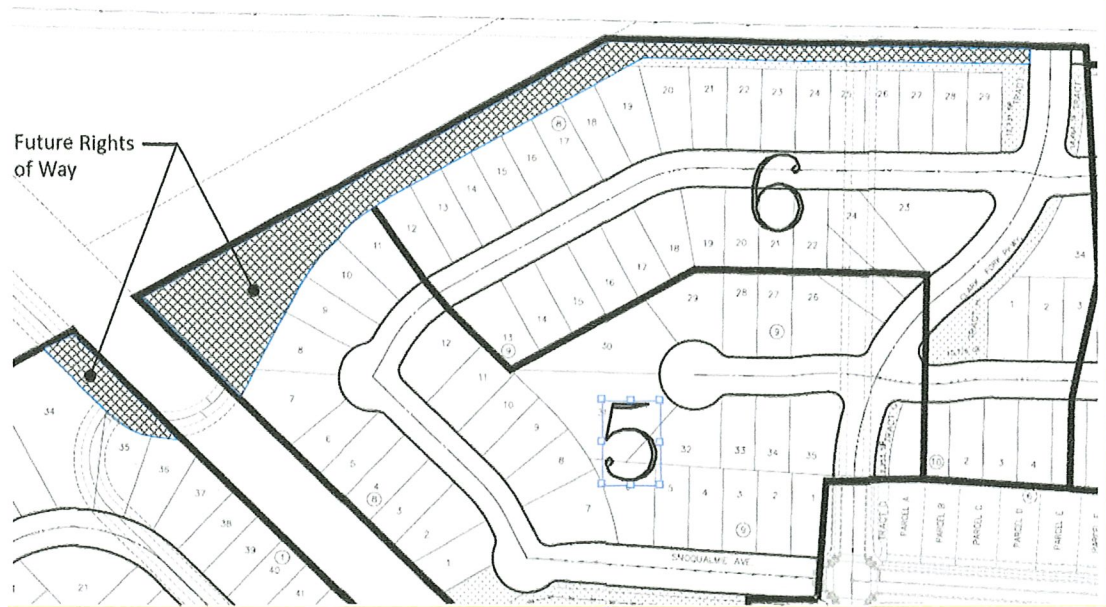
modal pathways, and streets. Therefore, the Commission determines that there are adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community.

D7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:

The Commission decides that the requested subdivision can meet the city's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-10 listed below, when imposed, will ensure that the criteria found in PFMC are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Planned Unit Development (PUD) amendment and/ or Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval.
2. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
3. A Construction Improvement Agreement shall be completed prior to construction of each phase.
4. Construction plans of the streets and utilities shall be submitted to, reviewed, and approved by the Engineering Division prior to any street or utility construction associated with any phase. Such plans shall also include anticipated driveway approaches and location of proposed mailboxes.
5. Except where an exception is granted, all streetlights and roadways and public utilities shall be designed and constructed in accordance with City standards.
6. Plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
7. Direct lot access to McGuire Road and Poleline Avenue shall be restricted on the respective platting.
8. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along McGuire Rd. and Poleline Ave. and shall be responsible for maintenance of Community common areas, and all open space tracts and associated improvements and amenities within the Subdivision. This includes clearing of snow from sidewalks and trails, along with irrigation of Street Trees and other landscaping improvements.
9. The existing temporary section of Santium Drive must remain in place until July 1st, 2025. After July 1, 2025 at the discretion of the developer, the temporary Santium Drive access can be removed.

The following proposed future rights-of-way depicted below and in Exhibit A-4a must be dedicated as part of each associated plat. The full width of the rights-of-way shall generally be 50 feet minimum west of the depicted lot 20 in phase 6. East of lot 19, the half width of the rights-of-way shall be 55 feet.



E. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

Not Applicable, approval has been granted, subject to the conditions noted above.

E. CONCLUSIONS OF THE COMMISSION:

PUDA-22-1: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Montrose Major PUD Amendment, PUDA-22-1, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved.

SUBD-22-10: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Montrose 2022 Subdivision, SUBD-22-10, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on 10/30/23

10/30/23
Date

James Sufr
Chairman

[Signature]
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.

EXHIBIT 3

Legal Description For Montrose Preliminary Plat

A portion of the Northwest Quarter of Section 33, Township 51 North, Range 5 West, Boise Meridian, in the City of Post Falls, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the Northwest Corner of Lot 13, Block 2 of Montrose Fourteenth Addition, Recorded in Book L of Plats, Pages 657 thru 657C, said point being on the Easterly Right of Way Line of McGuire Road; thence N00°35'44"E along said Right of way Line a distance of 316.97 feet to the Southerly Right of Way Line of Spokane International Railroad; thence N61°23'54"E along said Railroad Right of Way Line a distance of 1579.23 feet; thence S45°43'55"E a distance of 134.00 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 125.00 feet and a chord bearing and distance of S72°17'49"E, 111.80 feet; thence Southeasterly along said curve through a central angle of 53°07'48" an arc distance of 115.91 feet to the Westerly Right of Way Line of Burlington Northern Santa Fe Railroad; thence S45°43'55"E along said Westerly Right of way Line a distance of 875.37 feet to the Northwest Corner of Lot 1, Block 2 of Montrose Seventh Addition, Recorded in Book K of Plats, pages 313 thru 313C; thence S44°16'05"W (Record S43°21'08"W) a distance of 118.50 feet (Record 118.42 feet) to the Easterly Right of way Line of Santiam Drive; thence N45°43'55"W (Record N46°38'52"W) a distance of 25.13 feet; thence S44°16'05"W (Record S43°21'08"W) a distance of 57.00 feet; thence S45°43'55"E (Record S46°38'52"E) a distance of 9.50 feet to the center line of Tract I of said Montrose Seventh Addition; thence along said center line the following (2) two courses;

- 1) S44°16'05"W (Record S43°21'08"W) a distance of 59.17 feet to the beginning of a tangent curve concave to the East and having a radius of 554.50 feet and a chord bearing and distance of S21°36'45"W, 427.18 feet;
- 2) Thence Southerly along said curve through a central angle of 45°18'42" an arc distance of 438.52 feet to the Northeast corner of Lot 9, Block 3 of Montrose Thirteenth Addition, Recorded in Book L of Plats, Pages 524 thru 524C; thence along the Northerly and Westerly Boundary Line the following (4) four courses;
 - 1) S88°57'24"W a distance of 120.00 feet;
 - 2) S87°24'50"W a distance of 55.02 feet;
 - 3) S88°50'25"W a distance of 119.54 feet to the beginning of a non-tangent curve concave to the East and having a radius of 851.38 feet and a chord bearing and distance of S04°16'42"E, 93.69 feet;
 - 4) Thence Southerly along said curve through a central angle of 06°18'29" an arc distance of 93.73 feet to the Northeast corner of Lot 2, Block 5 of Montrose Eleventh Addition, Recorded in Book L of Plats, Pages 361 thru 361B; thence along said Northerly Boundary line the following (5) five courses;
 - 1) S82°30'54"W a distance of 176.39 feet;
 - 2) S07°50'57"E a distance of 13.04 feet;
 - 3) N89°26'24"W a distance of 393.63 feet to the beginning of a tangent curve concave to the North and having a radius of 853.00 feet and a chord bearing and distance of N82°59'44"W, 191.48 feet;
 - 4) Thence Westerly along said curve through a central angle of 12°53'19" an arc distance of 191.88 feet;
 - 5) N76°33'04"W a distance of 32.58 feet to the Northwest Corner of Lot 1, Block 3 of said Montrose Eleventh Addition, said point is also the Southeast Corner of Tract C of said Montrose Fourteenth Addition; thence along the Easterly and Northerly Boundary of said Montrose Fourteenth Addition the following (12) twelve courses:
 - 1) N07°27'08"E a distance of 119.32 feet to the beginning of a non-tangent curve concave to the South and having a radius of 1267.00 feet and a chord bearing and distance of N79°28'10"W, 36.52 feet;
 - 2) Thence Westerly along said curve through a central angle of 01°39'05" an arc distance of 36.52 feet;
 - 3) N10°05'27"E a distance of 54.03 feet to the beginning of a non-tangent curve concave to the West and having a radius of 547.00 feet and a chord bearing and distance of N07°35'06"E, 120.05 feet;
 - 4) Thence Northerly along said curve through a central angle of 12°35'59" an arc distance of 120.29 feet to the Northeast corner of said Montrose Fourteenth Addition;

- 5) N81°56'27"W a distance of 74.60 feet;
- 6) N85°07'29"W a distance of 74.68 feet;
- 7) N87°33'41"W a distance of 70.62 feet;
- 8) N88°58'57"W a distance of 292.93 feet;
- 9) N00°35'44"E a distance of 6.56 feet;
- 10) N89°24'13"W a distance of 174.00 feet;
- 11) S00°35'44"W a distance of 10.42 feet;
- 12) N89°24'13"W a distance of 130.00 feet to the POINT OF BEGINNING.

TOGETHER with a portion of the North Half of said Section 33 more particularly described as follows:

BEGINNING at the Northwestern Corner of Tract H of Montrose Seventh Addition, Recorded in Book K of Plats, Pages 313 thru 313C, said point being on the Northerly Right of Way Line of the Burlington Northern Santa Fe Railroad; thence N45°43'55"W along said Right of Way Line a distance of 805.61 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 125.00 feet and a chord bearing and distance of N30°23'47"E, 10.18 feet; thence Northeasterly along said curve through a central angle of 04°40'10" an arc distance of 10.19 feet; thence N28°36'10"E a distance of 158.38 feet to the beginning of a tangent curve concave to the Southeast and having a radius of 375.00 feet and a chord bearing and distance of N45°00'13"E, 211.77 feet; thence Northeasterly along said curve through a central angle of 32°48'06" an arc distance of 214.69 feet; thence N61°24'16"E a distance of 396.43 feet to the beginning of a tangent curve concave to the South and having a radius of 250.00 feet and a chord bearing and distance of N76°17'22"E, 128.44 feet; thence Easterly along said curve through a central angle of 29°46'13" an arc distance of 129.90 feet; thence S88°49'31"E a distance of 206.18 feet to the West Line of the Northeast Quarter of said Section 33; thence continuing S88°49'31"E a distance of 1116.02 feet; thence S01°10'27"W a distance of 25.00 feet to the Northwest Corner of Tract D of Montrose First Addition, Recorded in Book I of plats, Pages 106 thru 106B; thence along the Westerly Boundary line the following (9) nine courses;

- 1) Continuing S01°10'27"W (Record S01°15'32"W) a distance of 175.72 feet;
- 2) N86°17'12"W (record N87°12'07"W) a distance of 23.02 feet
- 3) S03°42'48"W (Record S02°47'53"W) a distance of 54.00 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E) 27.65 feet;
- 4) Thence Southerly along said curve through a central angle of 87°27'38" (Record 87°27'40") an arc distance of 30.53 feet;
- 5) S01°10'27"W (Record S00°15'32"W) a distance of 206.20 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S47°26'37"W (Record S46°31'43"W) ,28.90 feet;
- 6) Thence Southwesterly along said curve through a central angle of 92°32'21" (Record 92°32'20") an arc distance of 32.30 feet;
- 7) S00°42'02"E (Record S01°36'57"E) a distance of 54.16 feet to the beginning of a non-tangent curve concave to the Southwest and having a radius of 20.00 feet and a chord bearing and distance of S42°33'18"E (Record S43°28'17"E), 27.65 feet;
- 8) Thence Southerly along said curve through a central angle of 87°27'38" (Record 87°27'40") an arc distance of 30.53 feet;
- 9) S01°10'27"W (Record S00°15'32"W) a distance of 102.49 feet to the Northeast Corner of Montrose Sixth Addition, Recorded in Book J of Plats, Pages 230 thru 230E; thence along the Northerly Boundary Line of said Montrose Sixth Addition and the Northerly boundary Line of Montrose Seventh Addition, Recorded in Book K of plats, pages 313 thru 313C, N86°17'10"W (Record N87°12'07"E) a distance of 1140.87 feet; thence along the westerly Boundary Line of said Montrose Seventh Addition the following (10) ten courses;
- 1) S01°10'29"W (Record S00°15'32"W) a distance of 100.71 feet to the beginning of a non-tangent curve concave to the Northwest and having a radius of 20.00 feet and a chord bearing and distance of S47°26'38"W (Record S46°31'43"W), 28.90 feet;
- 2) Thence Southwesterly along said curve through a central angle of 92°32'23" (Record 92°32'21") an arc distance of 32.30 feet;

- 3) S00°30'47"E (Record S01°25'44"E) a distance of 60.16 feet to the beginning of a non-tangent curve concave to the South and having a radius of 20.00 feet and a chord bearing and distance of S54°20'14"E (Record S55°15'11"E), 21.17 feet;
- 4) Thence Southeasterly along said curve through a central angle of 63°53'53" an arc distance of 22.30 feet;
- 5) N86°05'10"W (Record N87°00'07"W) a distance of 112.18 feet;
- 6) N85°51'40"W (Record N86°46'37"W) a distance of 6.29 feet;
- 7) S01°10'29"W (Record S00°15'32"W a distance of 168.20 feet to the beginning of a tangent curve concave to the West and having a radius 250.00 feet and a chord bearing and distance of S08°02'49"W (Record S07°07'52"W), 59.83 feet;
- 8) Thence Southerly along said curve through a central angle of 13°44'39" (Record 13°44'40") an arc distance o 59.97 feet;
- 9) N75°04'51"W (Record N75°59'48"W) a distance of 95.83 feet;
- 10) S44°16'05"W (Record S43°21'08"W) a distance of 88.49 feet (Record 88.58 feet) to the POINT OF BEGINNING.

Except all Right of Way
Subject to all easements of record

Containing 73.54 Acres more or less



**RESOLUTION AND CONSENT
OF
SCHNEIDMILLER LAND COMPANY**

THIS RESOLUTION AND CONSENT (the “**Resolution**”) being made and agreed upon this 29th day of January, 2024 by Schneidmiller Land Company, a Washington corporation (“**Company**”), which adopts the following resolution and consents to the same as follows:

I. Authorization of Kevin Schneidmiller to execute land use planning documents on behalf of the Company.

RESOLVED, that the Company authorizes the Company’s Secretary, Kevin Schneidmiller, to execute documents pertaining to subdivision application(s) filed on behalf of the Company, including, but not limited to, application(s), development agreement(s), plat(s), and other documents relating thereto, and that said instruments shall be binding on the Company.

This certifies that the undersigned is the President in the Company and that the foregoing is the full and accurate resolution and consent of the Company.

SCHNEIDMILLER LAND COMPANY



GARY SCHNEIDMILLER, President

Exhibit 4

**RESOLUTION AND CONSENT
OF
SCHNEIDMILLER PARTNERS**

THIS RESOLUTION AND CONSENT (the “**Resolution**”) being made and agreed upon this 29th day of January, 2024 by Schneidmiller Partners, an Idaho unincorporated partnership (“**Company**”), which adopts the following resolution and consents to the same as follows:

I. Authorization of Kevin Schneidmiller to execute land use planning documents on behalf of the Company.

RESOLVED, that the Company authorizes Kevin Schneidmiller to execute documents pertaining to subdivision application(s) filed on behalf of the Company, including, but not limited to, application(s), development agreement(s), plat(s), and other documents relating thereto, and that said instruments shall be binding on the Company.

This certifies that the undersigned is the Managing Partner of the Company and that the foregoing is the full and accurate resolution and consent of the Company.

SCHNEIDMILLER PARTNERS



GARY SCHNEIDMILLER, Managing Partner

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 2/6/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: 2023 Department Accomplishments

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ATTACHMENTS:

None