



**CITY COUNCIL
MEETING AGENDA**

**March 19, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Budget Visioning

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 - February 27, 2024 City Council Workshop
- b. Minutes – March 5, 2024, City Council Meeting

- c. Payables February 27, 2024 - March 11, 2024
- d. Economic Development Marketing Plan Grant Administration Contract
- e. Cemetery Road Frontage Landscape and Irrigation Construction Contract
- f. 4th Avenue and Idaho Street Roundabout Construction Improvement Agreement
- g. Retail Village - Construction Improvement Agreement
- h. Grant of Easement and Permit to Avista Corporation

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. Legion Park Annexation File No ANNX-23-7
- b. Arche Annexation File No ANNX-23-4

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. Engineering Services Contract Amendment for Corbin Lift Station
- b. 12th Ave Force Main Phase 1 – Amendment to Keller Associates Agreement
- c. 12th Ave Force Main Phase 1 – Authorization for Construction Phase Services with J-U-B Engineers
- d. 12th Ave Force Main Phase 1 – Recommendation of Award

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. Draft Policy on the Acceptance of Private Roads
- b. Draft Policy on Memorials on Public Property
- c. Expansion of Crime Report to Include Information on Drug-Related Crimes
- d. Water Reclamation Facility Telehandler Purchase
- e. Resolution - Fair Housing

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 WRF Compliance Update

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:

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 Spokane Street or call

208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel (<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

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

Mission
Building Community.

Vision
Creating a welcoming, sustainable, and dynamic community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Minutes - February 27, 2024 City Council Workshop

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:

1. City Council 02272024 Minutes



**CITY COUNCIL
MEETING MINUTES**

**February 27, 2024
5:30 PM**

**Location: City Hall Basement Conference Room, 408 N. Spokane Street, Post Falls, ID
83854**

CALL TO ORDER BY MAYOR JACOBSON

ROLL CALL OF CITY COUNCIL MEMBERS

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

WORKSHOP – 5:30 pm Basement Conference Room

a. Land Use Training

Roles of Decision Makers: Local Legislator

- In Idaho, a City Council Member plays a crucial role as a local legislator. You have the responsibility to enact local ordinances, policies, and regulations that govern the city. You will work closely with other council members and the mayor to address issues such as zoning, public safety, infrastructure, and community services.
- Your decisions directly impact the daily life of residents.
- You will also work on budgets, city planning, and initiatives to improve the local economy and quality of life. As local legislators, you play a key role in shaping the future of our community.

Types of Public Hearings

Legislative Hearings (Role is that of a Legislator)

- Matters of general concern - drafting laws.
- Open-ended for comments.
- Free to consider any and all information when reaching decisions.

Types of Legislative Matters

- Text changes to the zoning or subdivision code.
- Amendments to the Comprehensive Plan.
- Decision to Annex.

Quasi-judicial Hearings (Role is that of a Judge)

- Deals with specific rights of individuals.
- Due process is required.
- Notice and Opportunity to be heard before a neutral tribunal.
- Can only consider relevant information in the record.

Types of Quasi-Judicial Matters

Site specific land use matters

- Special Use Permits.
- Subdivision Applications.
- Variances.
- Zone changes/initial zoning upon annexation (but not annexation).
- Planned unit developments.

Preparing for the hearing

- Read your packet before the hearing. Lack of preparation reflects on the hearing body, the process, and the City.
- Write down your questions as you go through the materials.
- Do not visit the site.
- Know what types of hearings are on the agenda. Remember sometimes you're a judge and sometimes you're a legislator. The rules and procedures you follow depend on the type of hearing.
- Know and keep the adopted hearing procedures handy.
- If you have questions, consult with legal and planning staff.
- Contact legal staff in advance if you think you have a conflict.

A quorum is required to conduct any business. A quorum of City Council is 4 members.

Fair Housing Act

The Fair Housing Act prohibits using land use policies or actions to treat groups of minorities and persons with disabilities less favorably than other groups of people. This applies to both intentional and unintentional acts that have the effect of differential treatment.

ADJOURNMENT

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson
Councilors: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove

Mission
Building Community.



**CITY COUNCIL
MEETING MINUTES**

**March 5, 2024
6:00 PM**

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

WORKSHOP – 4:30 pm Basement Conference Room

Roll Call:

City Council: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove - All Present

Mayor: Ron Jacobson - Present

Urban Renewal: Jame Davis, Christi Fleischman, Len Corsby, Collin Coles, Eric Clemensen, Melissa Hjeltness, Patt Leffel - All Present

a. Joint Workshop with Urban Renewal Agency

- Current district status updates.
- Potential for simultaneous or concurrent payback to multiple parties for different project improvements.
 - Percentage of increment for small builder/developer (Eagles example in the downtown district).
- Pending legislation update.
- Potential future districts
 - Direction from City Council (regarding areas that the Commission and City Staff should be looking at and exploring for future urban renewal districts, including smaller and shorter districts).
- Smaller districts with shorter terms.
- More targeted use of the district.
- Plummer Forest Products (intended only as an example of potential smaller/targeted district).
- East Seltice as a general district.

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**

- The Government Finance Officers Association has awarded the City of Post Falls the Certificate of Achievement for Excellence in Financial Reporting for fiscal year 2022. This recognition reflects the city's commitment to transparency and accountability to providing clear and

comprehensive financial information to our community. This achievement is a testament to the hard work of our city's Finance Department. Well done, Jason and staff.

- The Parks and Recreation Spring Craft Fair is this Saturday, March 9th, from 9am to 3pm. You can shop local vendors at three different locations, the Trailhead Event Center, Black Bay Depot and the JACC. This is a great time to get one-of-a-kind gifts and support local small shops.

- Recognition of Scout Maclean Dunkin in earning the rank of Eagle Scout, the highest honor in the Boy Scouts of America. Scout Dunkin lead a group in building several large bookcases for the Coeur d' Alene Charter Academy.

a. Post Falls Urban Renewal Agency 2023 Annual Report

Joe Johns, Executive Director for the Post Falls Urban Renewal Agency gave his annual report on activities that happened the preceding calendar year as per Idaho Code 50-20(5)(c).

AMENDMENTS TO THE AGENDA

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Motion by Steigleder to remove Consent Calendar item d Various Non-Depreciable Fixed Asset Disposal from the Agenda.

Second by Malloy.

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – February 20, 2024 City Council Meeting
- b. Payables February 13, 2024 - February 26, 2024
- c. Surplus of Letter Folder/Insert Machine
- d. Various Non-Depreciable Fixed Asset Disposals

Item d was removed from the agenda and will come back at a future meeting.

- e. Surplus Computer Disposal

- f. Ziply Fiber 911 Network Renewal Agreement
- g. Wellsprings Addition Subdivision Plat Application
- h. Foxtail 9th Addition Subdivision Plat Application

Motion by Malloy to approve the Consent Calendar as amended.

Second by Walker.

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

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Resolution - Fiscal Year 2024 Fee Update

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

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

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

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

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

Motion by Malloy to approve Resolution Fiscal Year 2024 Fee Update and to direct the clerk to assign the appropriate number.

Second by Walker.

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

4. NEW BUSINESS

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ACTION ITEMS:

a. Ordinance Relating to City Council Meetings

Field Herrington, City Attorney: This is a new ordinance being brought forward. This would remove the 6pm start time for city council meeting in our ordinances. Currently, our ordinances spell out that city council has to start at 6pm. This is not a requirement in the State Code, it is just in our code. The reason behind removing it is to grant a little more flexibility with our schedule. This would allow that on nights when we have a workshop the meeting can start right after the workshop. On nights where the workshop is short, city council can start the meeting earlier.

Mayor: We almost have workshops before every meeting as a new norm. We might have a workshop that lasts 15 minutes, then we sit around for 45 minutes waiting for the meeting to start. I like this.

Steigleder: I have a really unpopular opinion on this, sorry. I like it is called out. As a citizen going to the meetings, I appreciated that it was always at 6pm. It makes it more consistent and easier for citizens to come. That's my opinion.

Westlund: I agree with Councilor Steigleder, having a public meeting where you don't know the start time ahead of time, i think, is really confusing for citizens. As much as it would make our lives easier because we do have to sometimes have to stand around, i think if we are going to have public participation at the meetings, partially if there is going to be a public hearing, it is really valuable that people know exactly what time they have to show up and having them have to show up at 5 or 5:30 just in case puts a burden on citizens that makes public participation more difficult.

Herrington: To address that, workshops are not in State Code, there is no such thing as a workshop. When we start a workshop we are really starting the meeting of city council.

Malloy: I have gone back and forth on this one. Not only citizens but if there is someone proposing a development then they have to pay an engineer to show up early and we may or may not be here. The flip side to that is there is a lot of meetings where we do not have public hearing and we have a fixed amount of people being paid to stand around for 45 minutes doing nothing. With this ordinance it is not saying we have to start right after a workshop. If we have a public hearing on the agenda we should choose as a body to hold off till 6pm to get everyone the chance to be here. But like tonight, there is no public hearings and the workshop ended early. There was really no reason why we had to hang out for half an hour before starting the meeting. It leaves it to us to make better use of our time and staffs time. If it dosen't work we could always change it back.

Enderud: We could also on the agenda move the staff reports and anything that dosen't take public comment to the beginning of the meeting to give more time for people to show up for input.

Steigleder: I do get that citizen comments and public hearings are when we get the most impact but the truth is the entire meeting is really for the public and it is at their digression on how involved they want to be on each item. I feel like staff reports are also for citizen review.

Walker: I can see both sides of it but i do agree that the flexibility would be great to have.

Ziegler: Where i have landed is i do think as a service to the public we do need to have regularly scheduled meetings. Even tonight with our Eagle Scout presentation, it would be really difficult as a family member wanting to be there not knowing when to be here. A set time would be more inviting to the public.

Shove: The flexibility for us is nice but it is far outweighed by the importance of having it consistent for the public. Not only the difficulty for them but adding more frustration and discontent if we are changing times around. My suggestion is if we know we have a workshop that is short change that to start at 5:30pm. I would lean to leave it for more consistent and change the start time of the workshops if needed.

Mayor: I am good either way.

Malloy: Just a comment on Councilor Shoves comment. There has been quite a few times we think the workshop will last the full time but runs short or the discussion runs long and we end up bumping against the 6pm start time.

Westlund: We could do the workshops on the other Tuesdays in the month.

Mayor: The issue is the commissions (Planning and Zoning and Parks and Recreation) meeting on those Tuesdays so there is other city meetings going on on those days.

Malloy: Also you would have to get that past my wife.

Mayor: Can we table this for a meeting or two and if we have questions, comments or concerns let staff know.

This item has been tabled to gather more information and will come back at a future Council meeting.

5. CITIZEN ISSUES

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None

6. ADMINISTRATIVE / STAFF REPORTS

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

a. 2024 Event Preview

Traci Stevenson, Recreation Manager: Gave a report on the different community events her department puts on during the year.

7. MAYOR AND COUNCIL COMMENTS

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ACTION ITEMS:

None

RETURN TO REGULAR SESSION

ADJOURNMENT

6:50 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Marcie Bayless, CSR/AP
SUBJECT: Payables February 27, 2024 - March 11, 2024

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

Hand Checks & Check Run

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

917,873.46

BUDGET CODE:

Various

ATTACHMENTS:

1. Hand Checks
2. Check Run 3.20.24

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECI

3/1/2024	80.63	95693 AT&T- Long Distance	Pay Before Due Date
3/1/2024	134.98	95694 Spectrum	Pay Before Due Date
3/1/2024	139.98	95695 Spectrum	Pay Before Due Date
3/1/2024	169.98	95696 Spectrum	Pay Before Due Date
3/1/2024	71.67	95697 Ziply Fiber	Pay Before Due Date
3/8/2024	14.08	95739 AT&T Mobility	Pay Before Due Date
3/8/2024	658.25	95740 AT&T Mobility	Pay Before Due Date
3/8/2024	547.32	95741 AT&T Mobility	Pay Before Due Date
3/8/2024	1963.70	95742 AVISTA Utilities	Pay Before Due Date
3/8/2024	440.00	95744 DeVries Info Management	Pay Before Due Date
3/8/2024	33910.60	95745 Idaho State Tax Commission	Pay Before Due Date
3/8/2024	38699.37	95746 Kootenai Electric	Pay Before Due Date
3/8/2024	567.16	95748 Post Falls Food Bank	Pay Before Due Date
3/8/2024	80.02	95749 Verizon Wireless	Pay Before Due Date
3/8/2024	20.00	95750 Verizon Wireless	Pay Before Due Date
3/8/2024	120.03	95751 Verizon Wireless	Pay Before Due Date
3/8/2024	290.19	95752 Verizon Wireless	Pay Before Due Date
3/8/2024	120.03	95753 Verizon Wireless	Pay Before Due Date
3/8/2024	440.11	95754 Verizon Wireless	Pay Before Due Date
3/8/2024	60.11	95755 Ziply Fiber	Pay Before Due Date
3/8/2024	16.26	95757 AVISTA Utilities	Pay Before Due Date
	78544.47		

K RUN 3.20.24

001-431.0000.65030

001-443.0000.65030

001-412.0000.65040

001-443.0000.65030

650-463.0000.65030

750-462.0000.65030

650-466.0000.65030

650-463.0000.65030

Various

Various

Various

Various

001-22110

001-452.0000.65030

001-443.0000.65030

001-424.0000.65030

Various

001-453.0000.65030

Various

001-481.000.68390

650-466.0000.65010

Post Falls Check Approval



City of Post Falls

Packet: APPKT12555 - Check Run 3.20.24
Vendor Set: 01 - Vendor Set 01

Check Date: 3/13/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Dept: 411 Mayor & Council					
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5723	Veritas Advisors Lobbying Feb 2024	001-411.0000.62040	2,916.66
Dept 411 Total:					2,916.66
Dept: 412 Information Systems					
D070	Dell Marketing LP				
APMWB	Check	10734520552	AutoCAD-GIS workstations	001-412.0000.80010	6,511.04
Dept 412 Total:					6,511.04
Dept: 414 Finance					
A4280	Alpine Summit CPAs				
APMWB	Check	10982	Lease accounting and audit progress billing	001-414.0000.62091	5,600.00
C291	Coeur d' Alene Press				
APMWB	Check	0000017618-12122	Annual Road and Street Report	001-414.0000.62000	97.96
I150	Idaho State Tax Commission				
APMWB	Check	L0718077984	period end 11/30/23	001-414.0000.62020	1,292.73
P4835	ProPrint				
APMWB	Check	64962	#10 Windowed Envelopes	001-414.0000.63050	186.00
VEN02035	Staples, Inc				
APMWB	Check	3561227838	Office Supplies-Finance	001-414.0000.63060	44.55
T345	Tyler Technologies				
APMWB	Electronic Funds Transf	025-428066	Software Support & Maintenance: EnerGov	001-414.0000.66015	14,677.24
		025-390745	Incode v.X/ERP Pro 10 Annual support	001-414.0000.66015	21,041.45
		025-415566	Tyler Content Manager LE	001-414.0000.66015	1,016.90
		025-420206	Incode Financial Suite - Purchasing Mainten	001-414.0000.66015	948.03
Dept 414 Total:					44,904.86
Dept: 418 Human Resources					
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1164519	February 2024 Background Checks	001-418.0000.64020	41.24
Dept 418 Total:					41.24
Dept: 421 Police					
A236	Alexander Clark Graphics				
APMWB	Check	22616	Patrol citations	001-421.0000.63290	710.32
VEN09421	Assurance Fitness Repair				
APMWB	Check	11467	PD gym equipment repairs/maintenance	001-421.0000.68010	497.74
A0901	AT&T Mobility				
APMWB	Check	287291408138X022	PD Mobile Devices	001-421.0000.65030	1,282.36
A600	Awards Etc.				
APMWB	Electronic Funds Transf	34910	Appreciation Plaques	001-421.0000.63060	450.00
VEN14145	Charter Communications				
APMWB	Check	0337140022024	PD Internet	001-421.0000.65030	159.98
		228876901030124	Substation Internet	001-421.0000.65030	114.99
C210	City of Post Falls				
APMWB	Check	INV0147650	City Utilities 02/2024	001-421.0000.65004	304.39
C220	Coleman Oil Co				
APMWB	Check	CP-0094817	PD fuel	001-421.0000.64030	4,296.89
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	12978	Keys for cyberlab - Johnson	001-421.0000.67020	31.75
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	17068	Business Cards - Wereley	001-421.0000.63210	55.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14874	Debra J Salish				
APMWB	Check	24-31	Uniform alterations - Calderwood	001-421.4000.72000	10.50
VEN13101	Desert Snow				
APMWB	Check	14594	Class registration - Bowman	001-421.0000.64020	699.00
VEN01195	Empire Insignias				
APMWB	Check	2402295	Uniform patches	001-421.4000.72000	435.00
VEN06546	Findlay Chrysler Dodge Jeep Ram				
APMWB	Check	253299	PFPV141 Mirror	001-421.0000.67100	203.20
G020	Galls, LLC				
APMWB	Electronic Funds Transf	027124941	New officer gear - mace for T. Scott	001-421.0000.67020	21.05
		027124942	New hire gear - mace for Sjolie	001-421.0000.67020	21.05
		026995680	New officer gear - Sjolie	001-421.0000.67020	292.89
		027149445	SRT shirts - Crigger/Grob	001-421.4000.72000	125.12
		027072158	Uniform beltkeepers - Sjolie	001-421.4000.72000	29.44
		027072177	SRT Uniform pants - Grob/Crigger	001-421.4000.72000	150.88
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1152859	Tires - PFPD121	001-421.0000.67190	500.00
		197-1152858	Tires - PFPD120	001-421.0000.67190	500.00
		197-1152747	Tires - PFPD119	001-421.0000.67190	500.00
		197-1152701	Tires - PFPD118	001-421.0000.67190	500.00
VEN09941	Jacque Panza				
APMWB	Check	030624	Chaplain stipend - 1 week in February	001-421.0000.62370	25.00
VEN07726	Jon Dekeles				
APMWB	Check	030624	Chaplain stipend - 3 weeks in February	001-421.0000.62370	75.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5003284	PFPD89 Filter & Sensor	001-421.0000.67100	76.52
		5002565	PFPD110 Gas Caps	001-421.0000.67100	126.94
VEN01250	Kootenai County EMS System				
APMWB	Check	1571	PD Defibrillator Pads	001-421.0000.63110	201.60
K140	Kootenai Electric				
APMWB	Check	1588061 02/29/2024	Blossom Mtn electric	001-421.0000.65021	561.39
N001	Napa Auto Parts				
APMWB	Check	3688-281440	PFPD88 Battery & Core Charge	001-421.0000.67100	140.86
		3688-281439		001-421.0000.67100	148.98
		3688-280471	PFPD92 Brake Pads & Rotors	001-421.0000.67100	257.85
		CM0004938	PFPD Core Deposits	001-421.0000.67100	-412.50
		3688-281522	PFPD89 Oil Pressure Filter & Switch	001-421.0000.67100	56.05
		3688-281168	PFPD108 Stabilizer Bar	001-421.0000.67100	68.52
		3688-281275	PFPDSTOCK Gear Oil	001-421.0000.67100	90.36
		3688-280915	PFPDSTOCK Towels & Coolant	001-421.0000.67100	299.75
		3688-281230	PFPD001 Gaskets, Belt, Engine Mount	001-421.0000.67100	214.92
		3688-282130	PFPDSTOCK Air Filters	001-421.0000.67100	37.78
		3688-281977	PFPD93 Motor Assembly	001-421.0000.67100	92.99
V040	ODP Business Solutions				
APMWB	Check	355054787001	Office supplies-PD	001-421.0000.66042	96.99
O040	Overhead Door Company				
APMWB	Check	553175	PD Door Sensor	001-421.0000.68010	263.00
P230	Post Falls Press/CDA Press				
APMWB	Check	0000019638-02162	Property auction notice	001-421.0000.62000	29.56
VEN04570	Premier Vehicle Installation, Inc				
APMWB	Check	43556	New car gun rack	001-421.0000.67020	271.45
P4835	ProPrint				
APMWB	Check	64913	Code Enforcement Brochures	001-421.0000.63210	399.00
S022	Salt Lake Wholesale Sports				
APMWB	Check	96060	2024 Ammunition	001-421.0000.63300	7,365.00
		96204		001-421.0000.63300	920.00
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4498837	Herborn Tower Rent	001-421.0000.62040	653.22
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	19744	Annual Citywide Cybersecurity Fees	001-421.0000.62040	148,338.00
		19745	Annual Antivirus Malware protection maint ar	001-421.0000.66043	11,375.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	INV-5359	Uniform/Jumpsuit - J. Casey	001-421.4000.72000	498.64
T0030	T-Mobile USA				
APMWB	Check	986172479 0221202	Patrol mobile devices	001-421.0000.65030	2,024.01
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transf	INV/2024/02/0990	Chaplain badge	001-421.4000.72020	142.93
VEN03255	Ziply Fiber				
APMWB	Check	208-197-1263-0426	PD Internet	001-421.0000.65030	616.00
		208-773-3518-0620	PD Phones	001-421.0000.65030	295.28
		208-710-0197-1010	Substation Space Rent	001-421.0000.65030	163.50
Dept 421 Total:					187,405.14
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CP-0091260	Fuel Usage - February 2024	001-424.0000.64030	77.74
VEN14758	Witherspoon Brajcich McPhee, PLLC				
APMWB	Check	7	General Employment Review	001-424.0000.62040	1,110.00
Dept 424 Total:					1,187.74
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0094817	PD fuel	001-427.0000.64030	205.50
Dept 427 Total:					205.50
Dept: 431 Streets					
A365	American On-Site Services				
APMWB	Check	116172	Streets Monthly Portajohn cleanout	001-431.0000.68130	78.00
A497	Arrow Construction Supply, Inc				
APMWB	Check	392777	Epoxy Cartridge	001-431.0000.63260	29.77
C210	City of Post Falls				
APMWB	Check	INV0147650	City Utilities 02/2024	001-431.0000.65004	263.66
C220	Coleman Oil Co				
APMWB	Check	CP-0091260	Fuel Usage - February 2024	001-431.0000.64030	5,005.30
N001	Napa Auto Parts				
APMWB	Check	3688-282062	Shop Towels	001-431.0000.63260	62.82
		3688-281372	Battery Carrier Tool	001-431.0000.63260	29.98
VEN14930	National Safety Inc				
APMWB	Check	0717353-IN	Safety Vest Stock	001-431.0000.63110	108.00
VEN14929	Rojo Ink				
APMWB	Check	3624LP2	Street Department Hats	001-431.4000.72000	1,188.00
R251	Serights Ace Hardware				
APMWB	Check	352746/1	Hose mender & torch	001-431.0000.63260	26.98
		352482/1	Screws & Washers	001-431.0000.63260	40.75
		352731/1	hammer & Socket	001-431.0000.67090	32.02
		352807/1	Stihl engine oil	001-431.0000.68130	15.60
		352805/1	Ansle Steel - Skidsteert	001-431.0000.68130	11.23
		352866/1	Ball Valve	001-431.0000.68130	13.47
		352524/1	nuts & Bolts	001-431.0000.68130	95.17
		352585/1	Spray paint	001-431.0000.68130	29.67
		352551/1	Nuts & bolts	001-431.0000.68130	36.97
		352580/1	spray paint	001-431.0000.68130	55.56
		352788/1	Angle HR Plain - Skidsteer	001-431.0000.68130	64.76
VEN11816	TraffiCalm Systems				
APMWB	Check	214934-39	RRFB - Mullan Ave	001-431.0000.62040	7,105.28
		191652	Credit - RMA 6186	001-431.0000.68140	-772.80
U0010	ULINE				
APMWB	Check	174631100	Tables for Streets Breakroom	001-431.0000.63060	660.86
U140	UpScale Mail				
APMWB	Check	334569	Shipping of Equipment to ATSI	001-431.0000.68140	238.55
		333998	Shipping Circuit Board to JSF Tech	001-431.0000.68140	28.39
VEN14310	US Fleet Tracking LLC				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB Z026	Check Ziegler Lumber Co #017	464200	Monthly tracking - 18 Streets vehicles	001-431.0000.66016	539.10
APMWB Z040	Check Zumar Industries	641782	Survey Stakes	001-431.0000.63260	39.95
APMWB	Check	46271	Bike Lane Stencil	001-431.0000.68100	815.64
Dept 431 Total:					15,842.68
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB G098	Check Grainger	CP-0091260	Fuel Usage - February 2024	001-433.0000.64030	159.14
APMWB R251	Check Serights Ace Hardware	9042327651	Treadmill oil CH	001-433.0000.67030	17.77
APMWB	Check	352550-1	Floor maintenance supplies	001-433.0000.63150	18.25
		352655-1	Public Works toilet repair	001-433.0000.67030	17.09
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfr	519507	Cleaning supplies CH and PD	001-433.0000.63150	279.70
Dept 433 Total:					491.95
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4185889423	Laundry & Rug Service	001-434.0000.63160	95.33
		4185172041		001-434.0000.63160	95.33
C220	Coleman Oil Co				
APMWB VEN14707	Check Metro Express Carwash	CP-0091260	Fuel Usage - February 2024	001-434.0000.64030	320.21
APMWB N001	Check Napa Auto Parts	CPF Jan 2024	Car Washes - January	001-434.0000.68014	140.00
APMWB	Check	3688-280205	Filter stock	001-434.0000.63011	34.55
		3688-273157		001-434.0000.63011	161.46
				001-434.0000.63012	135.96
		3688-280205		001-434.0000.63012	32.62
		3688-282984	Connector - P611	001-434.0000.63012	5.24
		3688-280205	Filter stock	001-434.0000.63013	28.78
		3688-273157		001-434.0000.63013	127.46
		3688-282990	Battery Charger	001-434.0000.67090	233.97
		3688-282062	Shop Towels	001-434.0000.67120	129.36
		3688-281264	Shop towels	001-434.0000.67120	59.96
N0991	Norco Inc				
APMWB VEN05363	Check North 40 Outfitters	40099874	Premoistened lens wipes	001-434.0000.67120	11.14
APMWB R060	Check Ragan Equipment Co.	045209/E	Weld-on towing hook	001-434.0000.63011	27.96
APMWB VEN07942	Check RWC International LTD	01-139384	Wheels/Tires - P473 & P474	001-434.0000.67190	1,137.00
APMWB	Check	XA106072647 01	Seat Belt Assembly - S217	001-434.0000.63011	189.17
		XA106072743 01	Seat Belt assembly - S217	001-434.0000.63011	250.32
R251	Serights Ace Hardware				
APMWB	Check	352831/1	nails bolts nuts - S222	001-434.0000.63011	3.90
		352469/1	Flat Alum bar -p200	001-434.0000.63012	25.18
VEN02288	Superior Fluid Power Inc				
APMWB VEN08038	Check United Rentals (North America), Inc	20118	Cylinder Repair	001-434.0000.63011	967.46
APMWB W180	Check Western States Equipment	229358473-001	P305 boom repair	001-434.0000.67170	5,431.50
APMWB	Check	IN002713230	Switch - S003	001-434.0000.63011	47.02
Dept 434 Total:					9,690.88
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CP-0091260	Fuel Usage - February 2024	001-441.0000.64030	461.98

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032014705	Welding Hood & cutting wheels	001-441.0000.67090	395.00
R251	Serights Ace Hardware				
APMWB	Check	352475/1	Replacement Chainsaw chain	001-441.0000.67010	78.28
		352379/1	Rivet Gun & Tow Chain	001-441.0000.67090	142.95
		352381/1	Rivets for Arboretum Signage	001-441.0000.67090	24.28
		352567/1		001-441.0000.67090	24.28
VEN14914	Tony's Iron Man Fabrications, LLC				
APMWB	Check	14141	Community Forest Gate & Site Development	001-441.0000.62040	1,757.50
VEN14730	Walker's Repair, LLC				
APMWB	Check	2750	Chainsaw Repair	001-441.0000.67010	334.45
Dept 441 Total:					3,218.72
Dept: 442 Cemetery					
VEN14799	Arvig Media				
APMWB	Check	0003092536	001 5 2 advertising	001-442.0000.62040	108.18
C210	City of Post Falls				
APMWB	Check	INV0147650	City Utilities 02/2024	001-442.0000.65004	94.10
C2961	Cold Spring Granite Company				
APMWB	Check	RI 2164895	niche plate	001-442.0000.63760	307.00
C220	Coleman Oil Co				
APMWB	Check	CP-0091260	Fuel Usage - February 2024	001-442.0000.64030	227.01
N001	Napa Auto Parts				
APMWB	Check	3688-280897	DEF	001-442.0000.67020	31.98
V040	ODP Business Solutions				
APMWB	Check	357246963001	Office Supplies-Cemetery	001-442.0000.63060	63.81
R251	Serights Ace Hardware				
APMWB	Check	352579/1	Cleaning	001-442.0000.63150	40.97
S460	Spray Center Electronics, Inc.				
APMWB	Check	D1100	Sprayer	001-442.0000.67050	931.46
Dept 442 Total:					1,804.51
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003030779	Acetylene	001-443.0000.64030	8.50
A365	American On-Site Services				
APMWB	Check	I16162	Black Bay Portable Restroom	001-443.0000.65050	78.00
		I16167	Crown Pointe Portable Restroom	001-443.0000.65050	78.00
		I16164	Kiwanis Portable Restroom	001-443.0000.65050	105.00
		I16161	4th St. Trailhead Portable Restroom	001-443.0000.65050	105.00
		I16163	Falls Portable Restroom	001-443.0000.65050	228.00
		I16171	Q'emiln Portable Restrooms	001-443.0000.65050	366.00
		I16251	Tullamore Portable Restroom	001-443.0000.65050	112.00
		I16165	Corbin Portable Restrooms	001-443.0000.65050	183.00
		I16169	White Pine Portable Restroom	001-443.0000.65050	78.00
		I16173	Skate Park Portable Restroom	001-443.0000.65050	105.00
A017	A-Tec, Inc.				
APMWB	Check	6209	Kiwanis Mag Lock Parts	001-443.0000.94180	2,267.26
C210	City of Post Falls				
APMWB	Check	INV0147650	City Utilities 02/2024	001-443.0000.65004	1,873.53
C220	Coleman Oil Co				
APMWB	Check	CP-0091260	Fuel Usage - February 2024	001-443.0000.64030	1,823.96
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	13021	Padlocks for stock	001-443.0000.67030	406.80
F020	Fastenal Company				
APMWB	Check	IDCOE195767	Hardware for stock	001-443.0000.67030	3.04
G098	Grainger				
APMWB	Check	9040617517	First Aid Kit for P200	001-443.0000.63110	42.63
		9035436022	Hardware for sign install	001-443.0000.67030	31.64
H1957	Horizon				
APMWB	Electronic Funds Transf	2S202612	Commercial Drop Spreader	001-443.0000.67020	659.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
I340	Interstate Concrete & Asphalt				
APMWB	Check	943517	Concrete for sign base	001-443.0000.68170	336.00
I3935	IRPA				
APMWB	Check	00904	IRPA Conference - Myers	001-443.0000.64020	325.00
L109	Lowe's Credit Services				
APMWB	Check	89872	Hard Hats	001-443.0000.63110	74.03
		97265	Tools	001-443.0000.67090	53.64
N249	Northwest Playground Equipment				
APMWB	Check	53027	Woodbridge Playground	001-443.0000.94180	56,320.00
P310	Platt Electric Supply				
APMWB	Check	4V96087	Switch for Beck Restrooms	001-443.0000.67030	199.32
R1691	River City Paint & Decorating				
APMWB	Check	55669	Paint supplies for floor refinishing	001-443.0000.68160	19.30
		55666	Paint & supplies for Kiwanis	001-443.0000.68160	307.38
R251	Serights Ace Hardware				
APMWB	Check	352568/1	Knee Pads	001-443.0000.63110	23.39
		352588/1	Bungee Cords	001-443.0000.67030	16.18
		352455/1	Hardware for repair	001-443.0000.67030	52.76
		352564/1	Painting Supplies	001-443.0000.68160	20.46
		352755/1	Ant Spray	001-443.0000.68220	16.72
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	138609101-001	Spring Irrigation Parts Stock	001-443.0000.68230	3,385.99
C606	Sun Rental Post Falls				
APMWB	Check	478886-05	Ladder Rental	001-443.0000.67070	88.00
		478894-01	Ladder rental	001-443.0000.67070	19.80
Dept 443 Total:					69,812.33
Dept: 445 Recreation					
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1164519	February 2024 Background Checks	001-445.0000.62080	89.97
Dept 445 Total:					89.97
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000019940-02272	(Public Notice Publication-Legion Park ANN	001-451.0000.62000	246.01
		0000019941-02272	(Public Notificaton Publication - Arche ANN	001-451.0000.62000	247.80
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR309490	Monthly Contract Charge for G736M660937	001-451.1901.66140	29.93
		AR309489	Monthly contract charges for V9735700465	001-451.1901.66140	8.85
		AR316789	Monthly Contract Charge for V9735700465	001-451.1901.66140	16.19
		AR316790	Monthly Contract Charges for G736M660937	001-451.1901.66140	18.98
R1541	Ricoh USA Inc.				
APMWB	Check	5069058365	Monthly Contract Charges for Comm Dev Cc	001-451.1901.66140	58.34
Dept 451 Total:					626.10
Dept: 452 Building Inspector					
C220	Coleman Oil Co				
APMWB	Check	CP-0091260	Fuel Usage - February 2024	001-452.0000.64030	474.01
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR316790	Monthly Contract Charges for G736M660937	001-452.1901.66140	18.98
		AR316789	Monthly Contract Charge for V9735700465	001-452.1901.66140	16.18
		AR309489	Monthly contract charges for V9735700465	001-452.1901.66140	8.85
		AR309490	Monthly Contract Charge for G736M660937	001-452.1901.66140	29.92
R1541	Ricoh USA Inc.				
APMWB	Check	5069058365	Monthly Contract Charges for Comm Dev Cc	001-452.1901.66140	58.33
Dept 452 Total:					606.27
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CP-0091260	Fuel Usage - February 2024	001-453.0000.64030	115.02
H001	H & H Business Systems, Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transfr	AR309489	Monthly contract charges for V9735700465	001-453.1901.66140	8.85
		AR316789	Monthly Contract Charge for V9735700465	001-453.1901.66140	16.18
		AR316790	Monthly Contract Charges for G736M660937	001-453.1901.66140	18.98
		AR309490	Monthly Contract Charge for G736M660937	001-453.1901.66140	29.92
VEN11676	Keller Associates, Inc				
APMWB	Check	0240297	12th Ave Diversion Study/ SH41 Modeling	001-453.0000.62040	1,935.00
R1541	Ricoh USA Inc.				
APMWB	Check	5069058365	Monthly Contract Charges for Comm Dev Cc	001-453.1901.66140	58.33
Dept 453 Total:					2,182.28
Dept: 481 Capital Improvements/Contracts					
A281	Allied Fire & Security				
APMWB	Check	1477229	Fire alarm monitering CH 4/1-6/30	001-481.0000.68390	188.49
VEN12372	Bernardo/Wills Architects, PC				
APMWB	Check	24325	City Hall Remodel Bernardo Invoice Jan 202	001-481.0000.62040	8,799.78
C210	City of Post Falls				
APMWB	Check	INV0147650	City Utilities 02/2024	001-481.0000.68390	152.89
VEN14850	Legacy Heating and Cooling				
APMWB	Check	18763119	Shop electric heater	001-481.0000.68395	4,800.00
		18052730	Actuator replacement HVAC	001-481.0000.68395	2,600.00
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfr	41354100-014	Water Tower Parking Lot	001-481.0000.95015	12,680.06
Dept 481 Total:					29,221.22
Fund 001 Total:					376,759.09
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
A6000	Rehn & Associates, Inc.				
APMWB	Check	INV-00201450	February 2024 Cobra notices	003-482.0000.62160	56.00
Dept 482 Total:					56.00
Fund 003 Total:					56.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN13000	Commercial Electronics Corp				
APMWB	Check	INV-32563	Annual 911 Recording maint and support	008-426.0000.67260	9,745.00
M2005	Motorola Solutions				
APMWB	Electronic Funds Transfr	8281831470	Portable Radio Parts	008-426.0000.67020	1,040.70
Dept 426 Total:					10,785.70
Fund 008 Total:					10,785.70
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transfr	Feb 2024 Impact Fe	Feb 2024 Impact Fees	034-428.0000.33117	-300.00
				034-428.0000.62040	14,923.31
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transfr	Feb 2024 Impact Fe	Feb 2024 Impact Fees	034-428.0000.33117	-620.00
				034-428.0000.62040	119,615.55
Dept 428 Total:					133,618.86
Fund 034 Total:					133,618.86
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
VEN02944	BNSF Railway Company				
APMWB	Electronic Funds Transfr	90264949	Chase Rd Sidewalk	037-431.0000.95136	2,653.99

Dept 431 Total: 2,653.99

Fund 037 Total: 2,653.99

Packet: APPKT12555 - Check Run 3.20.24
Vendor Set: 01 - Vendor Set 01

Check Date: 3/13/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	95041	Fire Adapter & Bushing	650-463.0000.68025	42.44
		94997	4" MALE X FEMALE CAMLOK 90 ALUMINU	650-463.0000.68025	187.55
A228	A-L Compressed Gases, Inc.				
APMWB	Check	CM0004943	Credit for payment of late fee waived	650-463.0000.68025	-2.00
A424	Anatek Labs, Inc.				
APMWB	Check	2324024	Phosphorus and TSS testing	650-463.0000.68360	292.00
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	210756-24	Post Falls Community Forest Jan 2024	650-463.0000.62040	647.50
VEN03129	Barr Tech LLC				
APMWB	Check	9434	Bio Solids Disposal Feb 2024 23 Loads	650-463.0000.62150	57,633.03
VEN13187	Checkr Inc				
APMWB	Electronic Funds Transf	1164519	February 2024 Background Checks	650-463.0000.62080	168.98
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4185177357	WW Work Uniforms	650-463.4000.72000	157.88
C210	City of Post Falls				
APMWB	Check	INV0147650	City Utilities 02/2024	650-463.0000.65080	136.92
C220	Coleman Oil Co				
APMWB	Check	CP-0091260	Fuel Usage - February 2024	650-463.0000.65005	409.99
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011790610.001	PVC adapter & cleanout plug	650-463.0000.68025	38.58
F030	FedEx				
APMWB	Check	8-416-58206	Freight from WWTP to Boise	650-463.0000.68360	97.45
G098	Grainger				
APMWB	Check	9040617509	PLEATED AIR FILTER,16X30X1	650-463.0000.68025	79.68
H030	Hach Company				
APMWB	Check	13945815	AMMONIA, TNT+, HR	650-463.0000.63400	173.58
		13936824	Lab Supplies	650-463.0000.63400	915.66
I2731	Inland Environmental Resources				
APMWB	Electronic Funds Transf	2024-5300	Mag Deliveries 2/21/2024	650-463.0000.63008	4,061.20
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0168684	Biosolids Hopper Improvements Oct 1st-Dec	650-463.3125.95520	1,994.70
N001	Napa Auto Parts				
APMWB	Check	3688-282188	Belt Slinger for Dig #1 Blower	650-463.0000.68025	45.92
		276211	V-Belt RA 19/32" x 49 1/8"	650-463.0000.68025	39.96
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5177142	Preservative, Color-Coded 60mL	650-463.0000.63400	24.61
		5177141	Electrode Storage Solution, 1 L	650-463.0000.63400	55.74
		5177021	Extran® MN 01 Powdered Detergent, 1.8 kg	650-463.0000.63400	101.88
		5176873	Cleaner RBS™-35 Concentrate 5kg	650-463.0000.63400	312.56
VEN14559	One Call Concepts, Inc				
APMWB	Check	4025024	Locates for Water & WW	650-463.0000.62320	236.34
P310	Platt Electric Supply				
APMWB	Check	4V97343	Long Nose & # 1 Phillips	650-463.0000.67090	37.48
P4835	ProPrint				
APMWB	Check	63865	#10 Window Envelopes for PW	650-463.0000.63060	70.50
R251	Serights Ace Hardware				
APMWB	Check	352447/1	Key Tags	650-463.0000.68025	12.75
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB	Electronic Funds Transf	11644227	Dioxins Samples	650-463.0000.68360	700.00
U145	USABlue Book				
APMWB	Check	INV00274916	Lab Spplies	650-463.0000.63400	954.59
Dept 463 Total:					69,627.47

Dept: 466 Wastewater - Collections

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4185177357	WW Work Uniforms	650-466.4000.72000	157.89
C210	City of Post Falls				
APMWB	Check	INV0147650	City Utilities 02/2024	650-466.0000.65080	12.82
C220	Coleman Oil Co				
APMWB	Check	CP-0091260	Fuel Usage - February 2024	650-466.0000.65005	1,505.83
C3090	Columbia Electric Supply				
APMWB	Check	1120-1016923	Data Pocket & Shank Screw Driver	650-466.0000.67090	56.14
VEN11676	Keller Associates, Inc				
APMWB	Check	0234285	Pleasant View Road	650-466.0000.62040	1,055.25
		0233814		650-466.0000.62040	1,100.00
		0240574	12th Ave Diversion Study	650-466.0000.62040	2,787.50
		0234284	12th Avenue Diversion Study	650-466.0000.62040	3,245.00
		0240297	12th Ave Diversion Study/ SH41 Modeling	650-466.0000.62040	3,717.50
N001	Napa Auto Parts				
APMWB	Check	270228	18 Mo Battery	650-466.0000.68021	27.00
S390	Spokane House of Hose Inc.				
APMWB	Check	1046571	Trash Pump Hose	650-466.0000.63000	7,755.49
W2066	Whitney Equipment Co. Inc.				
APMWB	Check	PS-INV106562	Rewind Stator & Install Basic Repair Kit	650-466.3104.68400	6,323.47
Dept 466 Total:					27,743.89
Dept: 467 Wastewater - Recycled Water					
VEN14914	Tony's Iron Man Fabrications, LLC				
APMWB	Check	14141	Community Forest Gate & Site Development	650-467.3123.95520	1,757.50
Dept 467 Total:					1,757.50
Dept: 468 Wastewater - Surface Water					
C220	Coleman Oil Co				
APMWB	Check	CP-0091260	Fuel Usage - February 2024	650-468.0000.65005	656.69
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011794806.001	Plastic Pipe Reamer- Short pay tax	650-468.0000.66190	149.86
G098	Grainger				
APMWB	Check	9034405192	IPS FITTING SAVER,1 IN & 3/4 IN	650-468.0000.66190	109.02
Dept 468 Total:					915.57
Fund 650 Total:					100,044.43
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0168682	WRF Facility Plan Study Nov 2023	651-463.3209.95500	21,844.23
P050	Panhandle Area Council				
APMWB	Check	46-PFLM	Tertiary Upgrade PAC Invoice February 2024	651-463.3213.90015	1,871.00
VEN14291	Sletten Construction Company				
APMWB	Electronic Funds Transf	AFP-039	Tertiary Upgrade Sletten Pay App January 21	651-463.3213.90015	173,259.34
Dept 463 Total:					196,974.57
Fund 651 Total:					196,974.57
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN11676	Keller Associates, Inc				
APMWB	Check	0240139	12th Ave FM Phase 1 Keller Invoice Nov-Jan	652-463.3228.95520	1,687.50
S580	Strata				
APMWB	Check	CD240034-IN	Corbin LS Strata Invoice February 2024	652-463.3234.95520	4,702.50
Dept 463 Total:					6,390.00
Fund 652 Total:					6,390.00
Fund: 700 - SANITATION					

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 461 Sanitation							
VEN07913	CANNON HILL						
APMWB	Check		39155	Wood Waste	700-461.0000.65050		600.00
VEN04268	Coeur d'Alene Garbage Service						
APMWB	Check		2337315	Trailhead Dumpster	700-461.0000.65050		47.00
Dept 461 Total:							647.00
Fund 700 Total:							647.00
Fund: 750 - WATER OPERATING							
Dept: 462 Water Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check		137268	Coliform Presence/Absence	750-462.0000.68360		150.00
			137164	Coliform Presence/Absence	750-462.0000.68360		150.00
			136830	Well 9 & 11 Testing	750-462.0000.68360		520.00
			135872	Well 11 Testing	750-462.0000.68360		465.00
A365	American On-Site Services						
APMWB	Check		118311	Porta Potty for Backflow Class	750-462.0000.63280		146.18
VEN14124	Badger Meter, Inc.						
APMWB	Check		80152807	Hosting Serv Unit	750-462.0000.66012		60.48
C1161	CDA Garbage						
APMWB	Electronic Funds Transfr		2298818	Recycle Bin for Water	750-462.0000.65050		83.50
			2336622	Recycle Bin Water	750-462.0000.65050		4.00
			2260982	Recycle Rental Water	750-462.0000.65050		4.00
C210	City of Post Falls						
APMWB	Check		INV0147650	City Utilities 02/2024	750-462.0000.65004		68.46
C220	Coleman Oil Co						
APMWB	Check		CP-0091260	Fuel Usage - February 2024	750-462.0000.64030		1,251.29
C3090	Columbia Electric Supply						
APMWB	Check		1120-1016969	WALLPACK 50W 120-277V 5K LED	750-462.0000.63280		489.00
H215	Core & Main LP						
APMWB	Check		U325162	Meter Gaskets	750-462.0000.63280		224.50
VEN08032	Eljay Oil Co, Inc						
APMWB	Check		0969503	Well House Motor Oil	750-462.0000.63280		889.05
VEN14305	General Pacific, Inc						
APMWB	Electronic Funds Transfr		1487162	Housing Bolt, Housing Bottom & Gasket/ OR	750-462.0000.63280		832.00
			1485929	Badger 2in Compound Meter for Farwest	750-462.0000.63280		2,445.00
H003	H.D. Fowler Company						
APMWB	Check		I6630119	Curb Stop	750-462.0000.63280		1,846.16
			I6637740	O-ring for Curb Stops	750-462.0000.63280		105.00
			I6638121	FLANGE & RUBBER GASKET FOR VAULT	750-462.0000.63280		69.63
			C604497	Meter Flange	750-462.0000.63280		-344.76
VEN09639	McHugh Bromley PLLC						
APMWB	Check		1000 3965	Adjudication and Water Law 2.28.2024	750-462.0000.62010		55.00
N0991	Norco Inc						
APMWB	Check		40137434	Safety Glasses	750-462.0000.63110		61.74
			40042754	14" Mitering Chop Saw	750-462.0000.63280		-735.80
			40005267	Steel Cyclone Annular Cutter	750-462.0000.63280		15.58
			40124032	Floor Sweep Oil Base	750-462.0000.63280		29.85
			40073166	Steel Cyclone Annular Cutter, 12" 5 TPI	750-462.0000.63280		96.30
			40026242	14" Mitering Chop Saw	750-462.0000.63280		735.80
VEN14559	One Call Concepts, Inc						
APMWB	Check		4025024	Locates for Water & WW	750-462.0000.80240		236.34
P310	Platt Electric Supply						
APMWB	Check		6Z00449	M18 Fuel 2-Tool & Aviation Snips	750-462.0000.63280		441.97
			5Z98371	M18 2-Pack Battery	750-462.0000.63280		298.00
P4835	ProPrint						
APMWB	Check		63865	#10 Window Envelopes for PW	750-462.0000.63060		70.50
			64071	Utility Hang Tags	750-462.0000.63280		298.00
R251	Serights Ace Hardware						
APMWB	Check		352572/1	Bungee cord, tarp	750-462.0000.63280		35.98

Packet: APPKT12555 - Check Run 3.20.24
Vendor Set: 01 - Vendor Set 01

Check Date: 3/13/2024

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	352478/1	Water Shop Supplies	750-462.0000.63280	43.55
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240096931-00	Water Shop Supplies	750-462.0000.63280	156.88
		240098553-00	Flat Washers	750-462.0000.63280	101.17
Dept 462 Total:					11,399.35
Fund 750 Total:					11,399.35
Report Total:					839,328.99



Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.62040	2,916.66
	001-412.0000.80010	6,511.04
	001-414.0000.62000	97.96
	001-414.0000.62020	1,292.73
	001-414.0000.62091	5,600.00
	001-414.0000.63050	186.00
	001-414.0000.63060	44.55
	001-414.0000.66015	37,683.62
	001-418.0000.64020	41.24
	001-421.0000.62000	29.56
	001-421.0000.62040	148,991.22
	001-421.0000.62370	100.00
	001-421.0000.63060	450.00
	001-421.0000.63110	201.60
	001-421.0000.63210	454.00
	001-421.0000.63290	710.32
	001-421.0000.63300	8,285.00
	001-421.0000.64020	699.00
	001-421.0000.64030	4,296.89
	001-421.0000.65004	304.39
	001-421.0000.65021	561.39
	001-421.0000.65030	4,656.12
	001-421.0000.66042	96.99
	001-421.0000.66043	11,375.00
	001-421.0000.67020	638.19
	001-421.0000.67100	1,402.22
	001-421.0000.67190	2,000.00
	001-421.0000.68010	760.74
	001-421.4000.72000	1,249.58
	001-421.4000.72020	142.93
	001-424.0000.62040	1,110.00
	001-424.0000.64030	77.74
	001-427.0000.64030	205.50
	001-431.0000.62040	7,105.28
	001-431.0000.63060	660.86
	001-431.0000.63110	108.00
	001-431.0000.63260	230.25
	001-431.0000.64030	5,005.30
	001-431.0000.65004	263.66
	001-431.0000.66016	539.10
	001-431.0000.67090	32.02
	001-431.0000.68100	815.64
	001-431.0000.68130	400.43
	001-431.0000.68140	-505.86
	001-431.4000.72000	1,188.00
	001-433.0000.63150	297.95
	001-433.0000.64030	159.14
	001-433.0000.67030	34.86
	001-434.0000.63011	1,681.84
	001-434.0000.63012	199.00
	001-434.0000.63013	156.24
	001-434.0000.63160	190.66
	001-434.0000.64030	320.21
	001-434.0000.67090	233.97
	001-434.0000.67120	200.46
	001-434.0000.67170	5,431.50

001-434.0000.67190	1,137.00
001-434.0000.68014	140.00
001-441.0000.62040	1,757.50
001-441.0000.64030	461.98
001-441.0000.67010	412.73
001-441.0000.67090	586.51
001-442.0000.62040	108.18
001-442.0000.63060	63.81
001-442.0000.63150	40.97
001-442.0000.63760	307.00
001-442.0000.64030	227.01
001-442.0000.65004	94.10
001-442.0000.67020	31.98
001-442.0000.67050	931.46
001-443.0000.63110	140.05
001-443.0000.64020	325.00
001-443.0000.64030	1,832.46
001-443.0000.65004	1,873.53
001-443.0000.65050	1,438.00
001-443.0000.67020	659.00
001-443.0000.67030	709.74
001-443.0000.67070	107.80
001-443.0000.67090	53.64
001-443.0000.68160	347.14
001-443.0000.68170	336.00
001-443.0000.68220	16.72
001-443.0000.68230	3,385.99
001-443.0000.94180	58,587.26
001-445.0000.62080	89.97
001-451.0000.62000	493.81
001-451.1901.66140	132.29
001-452.0000.64030	474.01
001-452.1901.66140	132.26
001-453.0000.62040	1,935.00
001-453.0000.64030	115.02
001-453.1901.66140	132.26
001-481.0000.62040	8,799.78
001-481.0000.68390	341.38
001-481.0000.68395	7,400.00
001-481.0000.95015	12,680.06
Fund 001 Total:	376,759.09
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62160	56.00
Fund 003 Total:	56.00
008 - 911 SUPPORT	
008-426.0000.67020	1,040.70
008-426.0000.67260	9,745.00
Fund 008 Total:	10,785.70
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-920.00
034-428.0000.62040	134,538.86
Fund 034 Total:	133,618.86
037 - STREETS IMPACT FEES	
037-431.0000.95136	2,653.99
Fund 037 Total:	2,653.99
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	647.50
650-463.0000.62080	168.98
650-463.0000.62150	57,633.03
650-463.0000.62320	236.34
650-463.0000.63008	4,061.20
650-463.0000.63060	70.50
650-463.0000.63400	2,538.62
650-463.0000.65005	409.99
650-463.0000.65080	136.92
650-463.0000.67090	37.48

650-463.0000.68025	444.88
650-463.0000.68360	1,089.45
650-463.3125.95520	1,994.70
650-463.4000.72000	157.88
650-466.0000.62040	11,905.25
650-466.0000.63000	7,755.49
650-466.0000.65005	1,505.83
650-466.0000.65080	12.82
650-466.0000.67090	56.14
650-466.0000.68021	27.00
650-466.3104.68400	6,323.47
650-466.4000.72000	157.89
650-467.3123.95520	1,757.50
650-468.0000.65005	656.69
650-468.0000.66190	258.88
Fund 650 Total:	100,044.43
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3209.95500	21,844.23
651-463.3213.90015	175,130.34
Fund 651 Total:	196,974.57
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3228.95520	1,687.50
652-463.3234.95520	4,702.50
Fund 652 Total:	6,390.00
700 - SANITATION	
700-461.0000.65050	647.00
Fund 700 Total:	647.00
750 - WATER OPERATING	
750-462.0000.62010	55.00
750-462.0000.63060	70.50
750-462.0000.63110	61.74
750-462.0000.63280	8,219.04
750-462.0000.64030	1,251.29
750-462.0000.65004	68.46
750-462.0000.65050	91.50
750-462.0000.66012	60.48
750-462.0000.68360	1,285.00
750-462.0000.80240	236.34
Fund 750 Total:	11,399.35
Report Total:	839,328.99

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhiannon O'Neill, Deputy City Clerk
SUBJECT: Economic Development Marketing Plan Grant Administration Contract

ITEM AND RECOMMENDED ACTION:

The Administration Department requests approval of the Grant Administration Contract with Panhandle Area Council for the Economic Development Marketing Plan for the Pleasant View Corridor.

DISCUSSION:

The City applied for an Economic Development Administration Grant to pay for an Economic Development Marketing Plan for the Pleasant View Corridor. The City was awarded the \$76,000 grant on February 21st, 2024. The grant administration contract includes project management of the marketing plan as well as financial compliance and reporting of the grant funds.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Total contract amount is \$10,000 to be paid from the awarded grant funds.

BUDGET CODE:

017-410.0000.62040

ATTACHMENTS:

1. EDA Administration Contract Post Falls

PROFESSIONAL SERVICES CONTRACT
Economic Development Marketing Plan

This contract is entered into as of the date of last signature below, by and between the City of Post Falls herein referred to as the "CITY", and Panhandle Area Council, Inc., herein referred to as the "CONTRACTOR", Witnesseth:

WHEREAS, the CITY received federal grant funds from the United States Department of Commerce Economic Development Administration for the purpose of producing a marketing plan for the Pleasant View Road area; and

WHEREAS, the CITY desires to engage the CONTRACTOR to render labor monitoring services related to the administration of the above described project; and

WHEREAS, in order to assure effective management of the above project, it is deemed to be in the best interests of the CITY to enter into an agreement with the CONTRACTOR as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** the CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Attachment A to provide labor monitoring services of APP-005938 State Highway 54 Corridor Project for the CITY.
2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this Contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.
3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand dollars (\$500,000) per claim.
4. **LIAISON.** The designated liaison from the CITY with the CONTRACTOR is Rhiannon O'Neill. The CONTRACTOR'S designated liaison with the CITY is Nancy Mabile, Economic Development Planner.
5. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect as of the last signature date below. If the services covered by this agreement have not been completed by March 31, 2025, through no fault of the Administrator, compensation for the extension of the Administrator's services beyond this time shall be re-negotiated.
6. **SCOPE OF SERVICES.** The Administrative Scope of Services is as set forth in ATTACHMENT A, which by this reference is made a part hereof.

It is understood and agreed by the parties that the services of the CONTRACTOR do not include any of the following: the disbursement or accounting of funds distributed by the financial officer for the CITY, legal advice, fiscal audits, or assistance with activities not related to the project.

7. **COMPENSATION.** For satisfactory completion of labor monitoring services to be provided under this Contract, the CITY will pay the CONTRACTOR an amount not to exceed \$10,000 for the project.
8. **CONFLICT OF INTEREST.** The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the project, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest, as defined by Terms and Conditions applicable to the grant agreement between the State of Idaho and CITY arise during the performance of this contract, it will be disclosed and managed according to the Grant Agreement between EDA and the CIY.
9. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified, or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY. Any subcontractor or assignee will be bound by all the terms and conditions of this Contract.
10. **TERMINATION OF CONTRACT.** This contract may be terminated if it is determined that the CONTRACTOR has failed to comply with the terms and conditions of this contract. In such a case, the CONTRACTOR will be served with written notice sufficient to describe in general terms the nature of the contract default. If all defaults are not cured and corrected with a reasonable period as specified in the notice of default, this contract may be considered terminated without further notice. In addition, the CITY may terminate this agreement, with or without cause, for the convenience of the CITY, by giving 30 days written notice to the CONTRACTOR.
11. **NONDISCRIMINATION.** The CONTRACTOR will not discriminate against any employee or applicant for employment based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.
12. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY and the Department, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part. All such materials developed under this Contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the CITY and the Department.
13. **REPORTS AND INFORMATION.** The CONTRACTOR will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or its authorized representative and will be retained for four (4) years after the expiration of this Contract.
14. **ACCESS TO RECORDS.** It is expressly understood that the CONTRACTOR'S records relating to this Contract will be available during normal business hours for inspection by the CITY, the Department,

the U.S. Department of the Treasury, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.

15. **CONSTRUCTION AND VENUE.** This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, the venue is the First Judicial District in and for the County of Kootenai, State of Idaho.
16. **LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
17. **SPECIAL WARRANTY.** The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this Contract null and void.
18. **ATTACHMENT.** Attachment A "Scope of Services" is attached hereto, which by this reference is made a part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PANHANDLE AREA COUNCIL, INC.

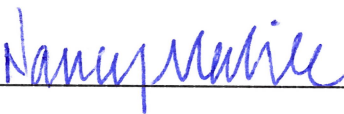
CITY OF POST FALLS

BY: 
L. Wally Jacobson
Executive Director

BY: _____
Ronald Jacobson
Mayor

DATE: 2/28/2024

DATE: _____

ATTEST: 

ATTEST: _____

ATTACHMENT A SCOPE OF WORK

Grant Administration:

The CITY agrees to pay the CONTRACTOR \$10,000 for performance Grant Administration activities as follows. These fees are grant reimbursable.

1. Project Management – file set-up and maintenance, facilitating financial management procedures, meetings with grantee and stakeholders, submission of pre-contract documents, responding to inquiries, explaining EDA requirements, and providing technical assistance to the CITY on project implementation and regulatory matters. Assist in meeting special award condition (SAC) requirements and prepare and submit all reports as required, including but not limited to progress and quarterly reporting.
2. Financial management duties which include assisting the City in compliance with all EDA rules, regulations, specifications or other directives pertinent to the identified project, review invoices received for payment and file back-up documentation, prepare and submit all reporting for all funded and scheduled drawdowns of project funds, and assist the City in interpreting and complying with established procedures for the EDA project and reporting to the Seattle Regional Office.
3. Payment Schedule – The City shall reimburse the CONTRACTOR for grant administration services provided for completion of the Scope of Services in the amount of ten thousand dollars (\$10,000), based on the following schedule:

Basis of Payment	Amount
Completion of twenty percent (20%) of the Scope of Services identified above.	\$2,000
Completion of forty percent (40%) of the Scope of Services identified above.	\$2,000
Completion of sixty percent (60%) of the Scope of Services identified above.	\$2,000
Completion of eighty percent (80%) of the Scope of Services identified above.	\$2,000
Completion of one hundred percent (100%) of the Scope of Services identified above	\$2,000
Total Payment	\$10,000

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Cemetery Road Frontage Landscape and Irrigation Construction Contract

ITEM AND RECOMMENDED ACTION:

With the approval of the Consent Agenda, the City Council authorizes the Mayor to sign the construction contract with Hidden Rivers for the landscape and irrigation improvements for the road frontage swales along the Evergreen Cemetery.

DISCUSSION:

Last fall, the city engineering department completed Spokane Street improvements between Poleline Ave. and Prairie Ave. To complete the frontage improvements along the Evergreen Cemetery, the Parks Department is requesting the approval of the construction contract with Hidden Rivers. Following the adopted Purchasing Policy, the informal bid process was followed, soliciting bids from three qualified contractors. The city received two bids and the low-responsive bidder was Hidden Rivers with a bid total of \$169,711.00.

Staff is also seeking council approval for a contingency of 10 percent for \$16,971.10 for potential change orders of unforeseen conditions for a total construction amount of \$186,682.10. Change orders utilizing the contingency funds will require approval and signature by the Parks and Recreation Director or his designee.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$169,711.00 - Bid
\$16,971.1 - 10% Contingency
\$186,682.10 - Total Request

BUDGET CODE:

001-442.0000.6200

ATTACHMENTS:

1. Cemetery Road Frontage Landscape Contract

CITY OF POST FALLS:

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

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

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

CONTRACTOR:

Hidden Rivers
1501 South Hazelwood Rd, Spokane, WA 99224
Project Manager: Jeff Brady, Phone: (509) 838-9063
Email: jbrady@hiddenrivers.net

THIS CONTRACT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and Hidden Rivers, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, having offices for the transaction of business at 1501 South Hazelwood Rd, Spokane, WA 99224 hereinafter referred to as the "**Contractor**" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, the city desires to obtain landscaping and irrigation services for the road frontage along the Post Falls Evergreen Cemetery, within the City; and

WHEREAS, the Contractor has been awarded the contract for Cemetery Road Frontage Landscape and Irrigation according to plans and specifications on file in the office of the Parks and Recreation Department of the City, which plans and specifications are incorporated herein by reference.

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

ARTICLE 1. SUBJECT AND PURPOSE

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

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project is to be located at the City of Post Falls Evergreen Cemetery (2834 N Spokane St, Post Falls, ID 83854).

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

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

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

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

ARTICLE 3. COMPENSATION

3.1. **COMPENSATION:** The City agrees to pay Contractor the sum of **\$169,711.00** for successful completion of the work per the Contract Documents for the base bid, plus the sod add alternate. Contractor will submit pay applications monthly with a certified estimate of the work completed up to the date of the pay application. The City will make payment, less 5% retainage and the amount of any disputed work, within forty-five (45) days of receipt of the pay application. Upon successful completion and acceptance of the work, including receipt of releases from subcontractors, suppliers and the State Tax Commission, the City will release its retainage and pay the remainder of the contract price.

3.2. **LIQUIDATED DAMAGES:** The City and the Contractor recognize that time is of the essence and failure of the Contractor to complete the work on or before June 28, 2024, shall result in damages sustained by the City. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the Contractor shall fail to complete the work within the above time limits, the Contractor shall pay to the City or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500.00) per calendar day, which sums shall not be construed as a penalty.

ARTICLE 4. BONDING AND INSURANCE

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

4.2. **INSURANCE:** The Contractor will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Contractor's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor. The insurance policy or policies will not be canceled, materially changed, or altered without forty-five (45) days prior notice submitted to the City. The policy must be endorsed and the certificate must reflect that the City of Post Falls is named as an additional insured on the Contractor's general liability policy with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Contractor. The certificate holder shall be City of Post Falls C/O City of Post Falls Parks and Recreation Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Contractor.

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

4.4. **WORKERS COMPENSATION:** The Contractor agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Contractor fail to maintain such insurance during the entire term hereof, the Contractor will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Contractor shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

4.5. **FAILURE TO COMPLY:** Failure of the Contractor to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement

and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Contractor's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Contractor due for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

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

5.2. TERMINATION BY CITY: This Agreement may be terminated by the City with or without cause immediately upon written notice to the Contractor. In the event of termination of a Contract through no fault of the Contractor, the City agrees to pay the Contractor for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Contractor that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Contractor, must reimburse the City for all reasonable costs associated with the replacement of the Contractor with a different entity to complete the work that is the subject of this Agreement.

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

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

ARTICLE 6. INDEMNIFICATION

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

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

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

(1) To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

(2) That if the said taxes, excises, and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon their property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

(3) That in the event of their default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable. The Contractor's professional liability to the City (including Contractor's officers, directors, employees, and agents) is limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. In no case will the Contractor's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Contractor's services under this Agreement and any continuation or extension of such services.

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

Agreement.

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

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

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

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

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

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

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

8.12. **INTEREST OF MEMBERS OF CITY AND OTHERS:** No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

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

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

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

(2) **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

(3) **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

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

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

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: March ____, 2024

CONTRACTOR

Jeff Brady, Manger
Hidden Rivers

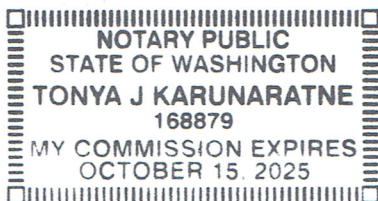
Date: March 4, 2024

State of Washington)

County of Spokane : ss

On this 4th day of March, 2024 before me, a notary for the State of Washington, personally appeared Jeff Brady who, being by me first duly sworn, declared that they is a Manager of Hidden Rivers that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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



Notary Public for the State of Washington
Residing at: Spokane, WA
My Commission Expires: Oct 15, 2025

Exhibit A Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

Exhibit B

CITY OF POST FALLS PARKS & RECREATION REQUEST FOR BIDS CEMETERY ROAD FRONTAGE LANDSCAPE AND IRRIGATION

Purpose:

The City of Post Falls will be accepting bids to include the **supply and installation** of a complete landscape and irrigation system for the previously constructed road frontage improvements along the Post Falls Evergreen Cemetery.

Timelines:

Bid Submission Deadline: BIDS must be submitted to the City of Post Falls by 3:00 pm local time on Wednesday, February 28, 2024. Bids should be emailed to Robbie Quinn, Parks Planner, at rquinn@postfalls.gov.

Start of Construction: The earliest start of construction date for the project is March 25th.

Project Completion: The project must be completed by June 28th.

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

Project Background:

Fall of 2023 the City of Post Falls completed the road frontage improvements along the Post Falls Evergreen Cemetery. Those improvements included curb and gutter, swale, sidewalk, and street lighting. To finish the site, the scope of this project will include the installation of an irrigation system, street tree plantings, and sod/seed. The Evergreen Cemetery is located at 2834 N Spokane St, Post Falls, ID 83854.

A. Plans and Specifications:

- The plans and plan specs are included in the email requesting bids.
- The contractor will coordinate with the Cemetery Sexton when necessary.
- All street tree installations shall be inspected and approved by the City Urban forester before final payment is issued.

B. Warranty and Closout:

- The landscape and irrigation shall be warranted for one year from the date of substantial completion.
- The contractor shall provide the City with all close-out documents before final payment is issued. All operations and maintenance manuals and as-built drawings shall be included.

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

- Itemized bid on contractor's letterhead and bid from.
- Payment and performance bond of at least 85% each. Bonds are **not** required for bidding but must be in place before contract issuance.

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

E. Project Schedule:

- Solicitation of Bids: February 12, 2024
- Bids due: February 28, 2024
- Council Approval: March 19, 2024
- Start of Construction: The start of construction is flexible, but shall not start sooner than March 25th, and must be completed before June 28th. Once the contractor has mobilized to the site, the project shall be completed within 45 working days.

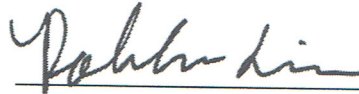
F. Attachments: The following attachments are for reference and to aid in additional project understanding.

- Attachment A - Cemetery Landscape Plans
- Attachment B - Sample Contract Documents

Questions during the bid process should be directed to Robbie Quinn; rquinn@postfalls.gov

02.12.24

Date



Robbie Quinn, Parks Planner



February 29, 2024

City of Post Falls
408 North Spokane Street
Post Falls, ID 83854

Attn: Robbie Quinn

Re: Bid Proposal for Post Falls Cemetery Streetscape

Spec Sec: Landscape & Irrigation

Bid Breakdown:

1	Mobilization	\$ 4,000.00
2	Irrigation System	\$ 114,943.00
3	Concrete/Boring	\$ 7,800.00
4	Planting	\$ 16,164.00
5	Seeding/Fine Grading	\$ 10,319.00
6	Rock Mulch/ Fabric	\$ 5,640.00
Total Bid Amount		\$ 158,866.00
-	Add for Sod	\$ 10,845.00

Installed complete per plans and specifications.

Exclusions

- Irrigation tap; assumed to be existing
- Imported topsoil; existing in place topsoil to be utilized
- Traffic control if required
- New irrigation controller

Acknowledge 0 addendum.

A handwritten signature in dark ink, appearing to be "JB" or "Jeff Brady", written over a horizontal line.

Jeff Brady

POST FALLS CEMETERY STREETSCAPE

SHEET INDEX

- L1.0 COVER
- L2.1 IRRIGATION PLAN
- L2.1 IRRIGATION PLAN
- L2.1 IRRIGATION PLAN
- L3.1 LANDSCAPE PLAN
- L3.1 LANDSCAPE PLAN
- L3.1 LANDSCAPE PLAN
- L4.1 DETAILS
- L4.2 DETAILS
- L5.1 SPECIFICATIONS
- L5.2 SPECIFICATIONS

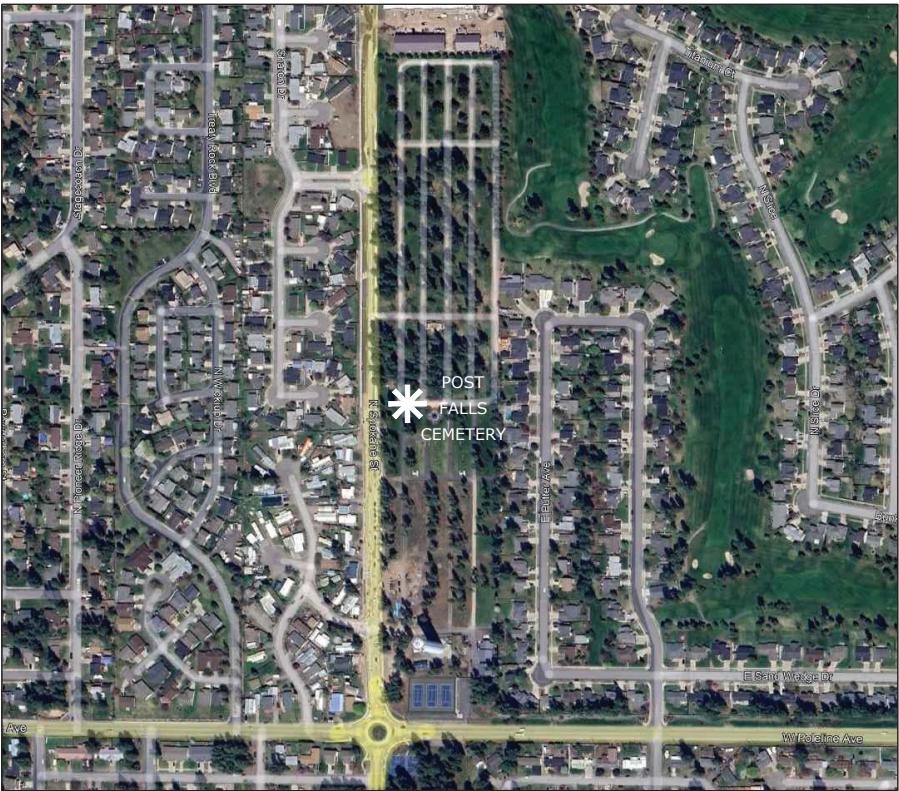
BASE BID AND ALTERNATE DESCRIPTIONS

- BASE BID, INCLUDES: FINE GRADING, IRRIGATION INSTALLATION, TURF GRASS SEED PLACEMENT, AND STREET TREE INSTALLATION.
- ALTERNATE #1: TURFGRASS SOD IN PLACE OF SEED.

CONSULTANT TEAM

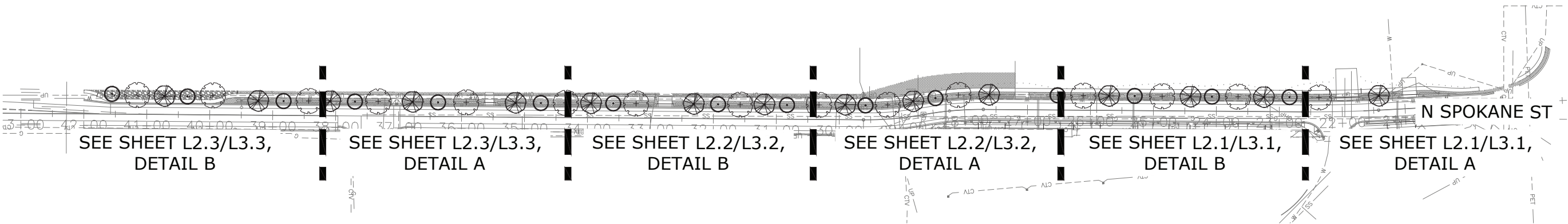
LANDSCAPE ARCHITECT: Michael Terrell - Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150
Liberty Lake, Washington 99019
(509) 922-7449
Contact: Jeff Stiltz, ASLA

OWNER: City of Post Falls, Parks & Recreation
408 N Spokane St
Post Falls, ID 83854
(208) 773-0539
Contact: Robbie Quinn, PLA

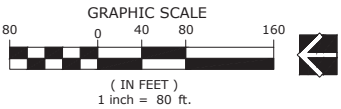


VICINITY MAP

NTS



A OVERALL PLAN





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



Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowwood Lane
Suite 150
Liberty Lake, WA
(509) 922-7449

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POST FALLS CEMETARY STREETSCAPE
2834 N SPOKANE ST, POST FALLS, ID 83854
CITY OF POST FALLS

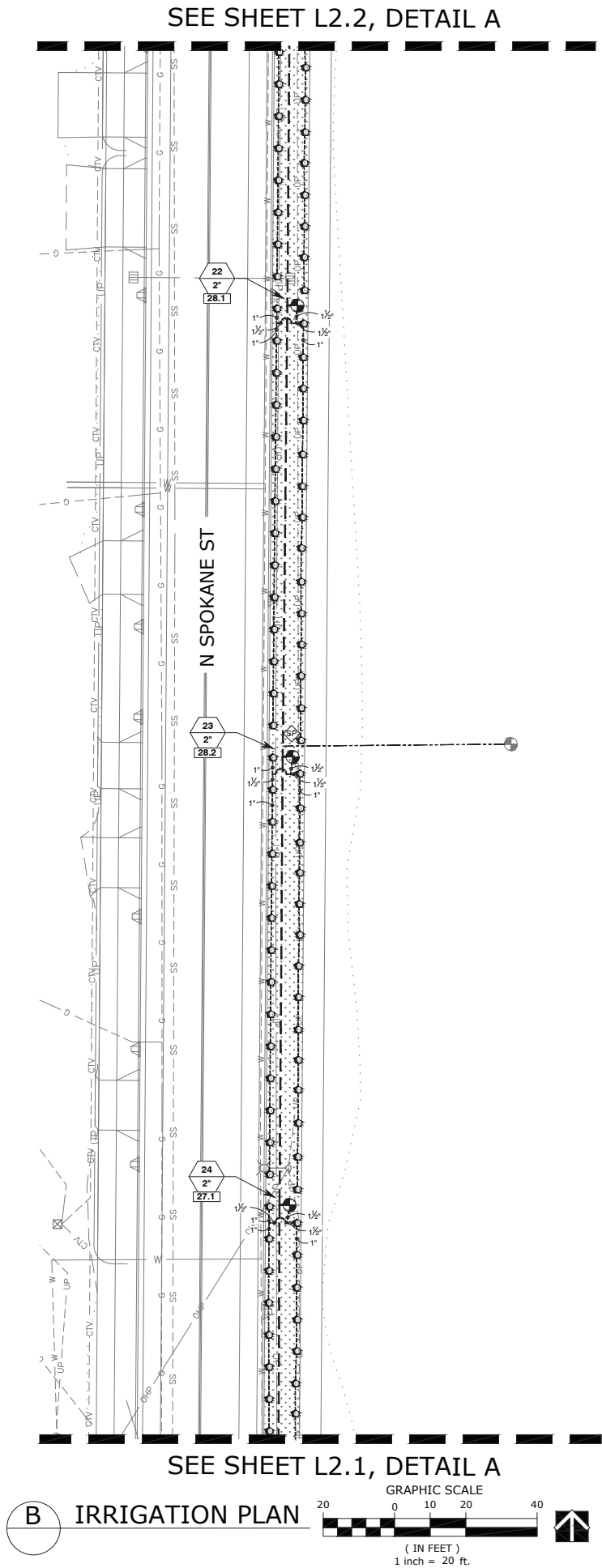
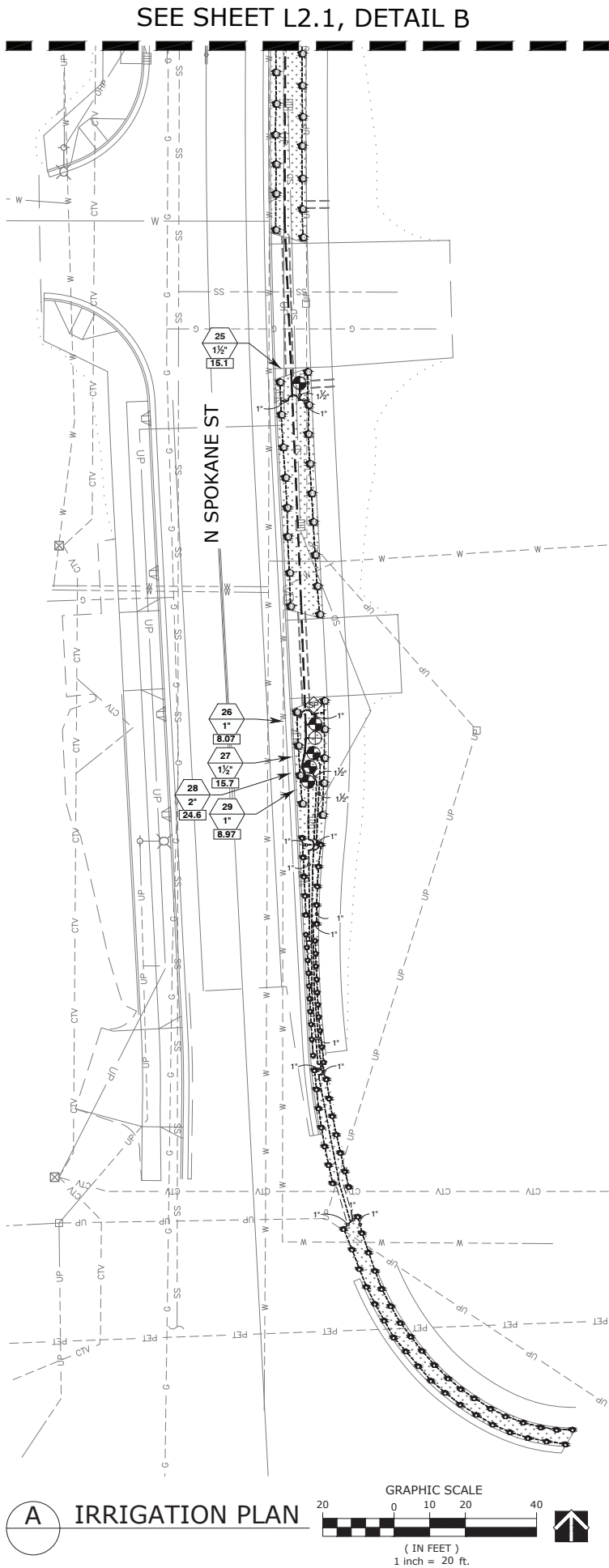
IRRIGATION PLAN

REVISION	DATE
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PROJECT NUMBER	23-034
DATE	11/9/2023
DRAWN BY	JCS
CHECKED BY	MDT

SHEET #

L1.0



LEGEND

- HUNTER 4A PRO NOZZLE ON PRS30 BODY, 6.0" POP-UP, ADJUSTABLE. HUNTER PROSPRAY NOZZLE. DESIGN PRESSURE: 30 PSI. GPM: 4A (QUARTER/HALF), .22-.45 GPM.
- HUNTER 6A PRO NOZZLE ON PRS30 BODY, 6.0" POP-UP, ADJUSTABLE. HUNTER PROSPRAY NOZZLE. DESIGN PRESSURE: 30 PSI. GPM: (QUARTER/HALF), .22-.45 GPM.
- HUNTER 10A PRO NOZZLE ON PRS30 BODY, 6.0" POP-UP, ADJUSTABLE. HUNTER PROSPRAY NOZZLE. DESIGN PRESSURE: 30 PSI. GPM: (QUARTER/HALF), .44-.88 GPM.
- HUNTER ICV GLOBE AND BASELINE DECODERS. SEE SHEET L4.1, DETAIL E.
- QUICK COUPLER - HUNTER HQ44 (INSTALL IN VALVE BOX). SEE SHEET L4.1, DETAIL D.
- SURGE PROTECTION. INSTALL GROUND RODS AND 24" LOOP OF ADDITIONAL SPARE WIRE PATH IN 10" ROUND VALVE BOX. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- 2-WIRE CONTROL WIRE IN 1" CONDUIT. CONNECT TO EXISTING TOWWIRE PATH TO EXISTING CONTROLLER.
- MAINLINE 3" NPS, SCH 40 PVC. SIZE PER PLANS. ADDITIONAL 2-WIRE SPARE TO BE RAN WITH MAINLINE, SEE SPECIFICATIONS.
- LATERAL LINE - SCHEDULE 40 PVC - SIZE PER PLANS.
- EXISTING PIPE SLEEVE.
- PIPE SLEEVE - SEE NOTES.

- VALVE NO. 'B' DENOTES BUBBLER VALVE
- VALVE SIZE
- GPM

IRRIGATION NOTES

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 - STATIC PRESSURE: 62 PSI AT THE SOURCE. DESIGN PRESSURE: 53 PSI
 - SOURCE: CITY OF POST FALLS
 - CONTRACTOR TO VERIFY WORKING PSI AT MINIMUM OPERATING FLOW PRIOR TO CONSTRUCTION. NOTIFY LANDSCAPE ARCHITECT OF ANY DEFICIENCIES PRIOR TO COMMENCEMENT OF WORK.
- SLEEVE SCHEDULE:
 - ALL MAIN LINE PIPING AND CONTROL WIRES UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES UNDER HARD SURFACES.
 - PIPES SIZED TO 2.5": 4" SCHEDULE 40 PVC SLEEVE.
 - PIPES TO 3"-4": 6" SCHEDULE 40 PVC SLEEVE.
 - PIPES GREATER THAN 4": 8" SCHEDULE 40 PVC SLEEVE.
 - CONTROL WIRES: 2" MIN. SCHEDULE 40 PVC SLEEVE.
- CONTRACTOR TO INSTALL THRUST BLOCKING AT MAINLINE CHANGES OF DIRECTION FOR ALL MAINLINE PIPING 2" AND LARGER.
- PRESSURE TESTING: PRESSURE TESTING IS REQUIRED FOR ALL MAINLINE AND LATERAL LINES. SEE SPECIFICATIONS FOR REQUIREMENTS.
- INSTALL ALL VALVE BOXES PERPENDICULAR TO ADJACENT FENCES, WALKS, AND BUILDINGS. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
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- INSTALL ALL BACK-FLOW PREVENTION DEVICES AND ALL PIPING BETWEEN THE POINT OF CONNECTION AND THE BACK-FLOW PREVENTION DEVICES AS REQUIRED BY LOCAL CODES. CONTRACTOR TO COMPLETE REQUIRED TESTING AND SUPPLY SATISFACTORY TEST RESULTS WITH OPERATIONS AND MAINTENANCE MANUALS.

EXISTING SITE NOTES

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CRITICAL ANALYSIS

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Water Source Information:	
FLOW AVAILABLE	34 GPM
Custom Max Flow:	34 GPM
Flow Available	34 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	53 PSI
Pressure Available:	53 PSI
DESIGN ANALYSIS	
Maximum Station Flow:	31.1 GPM
Flow Available at POC:	34 GPM
Residual Flow Available:	2.9 GPM
Critical Station:	28
Design Pressure:	30 PSI
Friction Loss:	3.66 PSI
Fittings Loss:	0.37 PSI
Elevation Loss:	0 PSI
Loss through Valve:	5.78 PSI
Pressure Req. at Critical Station:	39.8 PSI
Loss for Fittings:	0.07 PSI
Loss for Main Line:	0.66 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	11.3 PSI
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Pressure Available:	53 PSI
Residual Pressure Available:	1.14 PSI



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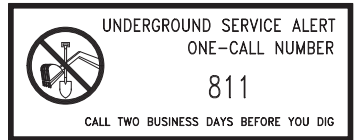
POST FALLS CEMETARY STREETSCAPE
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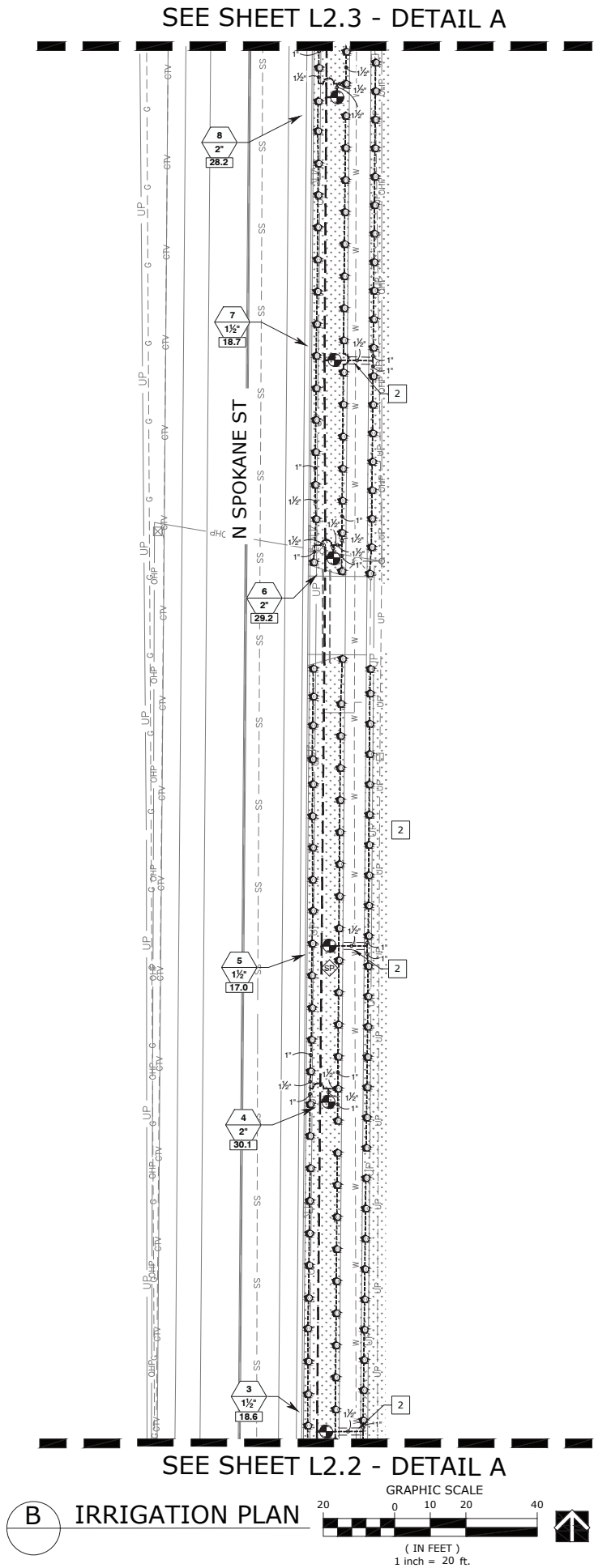
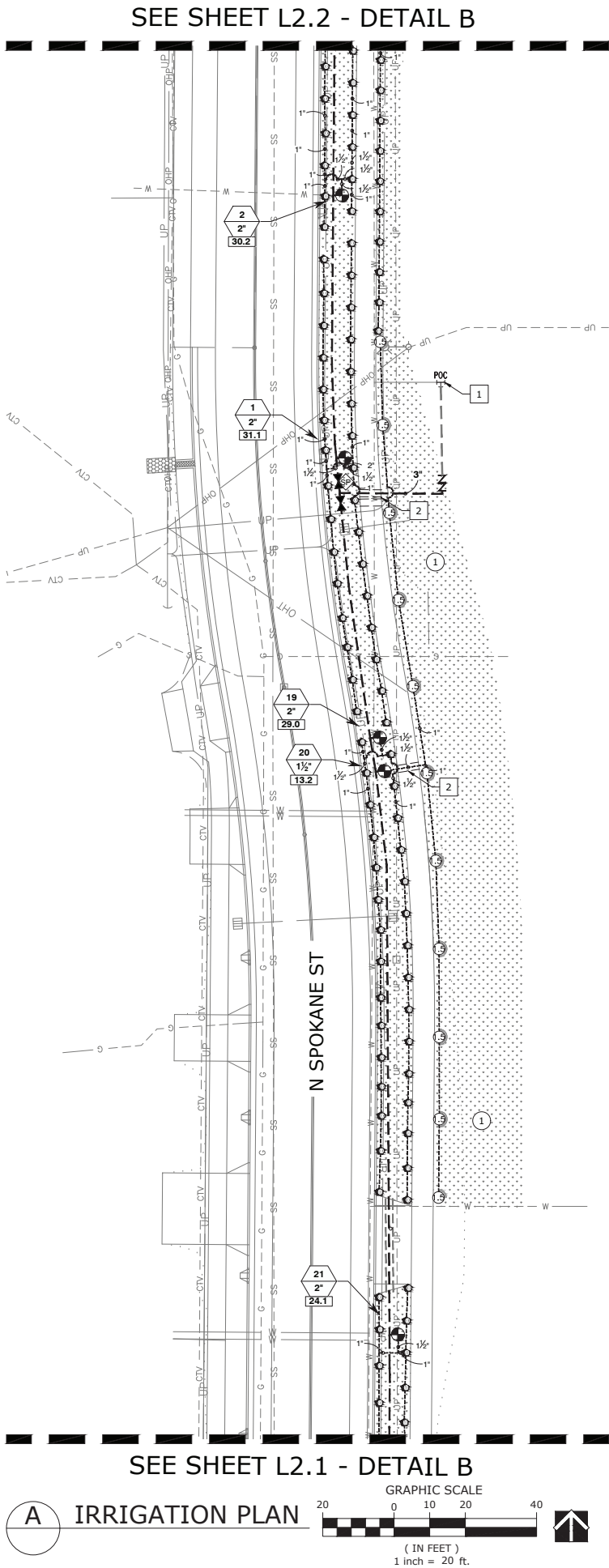
IRRIGATION PLAN

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JOB NUMBER	23-034
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DRAWN BY	JCS
CHECKED BY	MDT

SHEET #
L2.1





CALLOUTS

- 1 GRADE SLOPE TO BE NO MORE THAN 1:5. ADJUST EXISTING IRRIGATION HEADS FOR 100% HEAD-TO HEAD COVERAGE.

- 1 EXISTING WATER METER. PRESERVE AND PROTECT.

- 2 REMOVE CONCRETE SIDEWALK PANEL FOR SLEEVE INSTALLATION AND POUR BACK. MATCH EXISTING.

LEGEND

- 10A HUNTER 10A PRO NOZZLE ON PRS30 BODY, 6.0" POP-UP, ADJUSTABLE. HUNTER PROSPRAY NOZZLE. DESIGN PRESSURE: 30 PSI. GPM: (QUARTER/HALF), .44-.88 GPM.
- 120 HUNTER 120 ROTOR, ADJUSTABLE. HUNTER 1-20-06-SS-1.5, BLUE (1.5) NOZZLE. DESIGN PRESSURE: 45 PSI, GPM: 1.5. 31' RADIUS TURF ROTOR, 6.0" POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER.
- ICV HUNTER ICV GLOBE AND BASELINE DECODERS. SEE SHEET L4.1, DETAIL E.
- QC QUICK COUPLER - HUNTER HQ44 (INSTALL IN VALVE BOX). SEE SHEET L4.1, DETAIL D.
- ISV ISOLATION VALVE. LINE SIZE.
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- W REDUCED PRESSURE BACKFLOW PREVENTION. WATTS LF009, 3" IN ENCLOSURE. SEE SHEET L4.1, DETAIL A.
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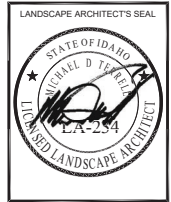
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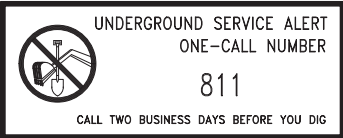


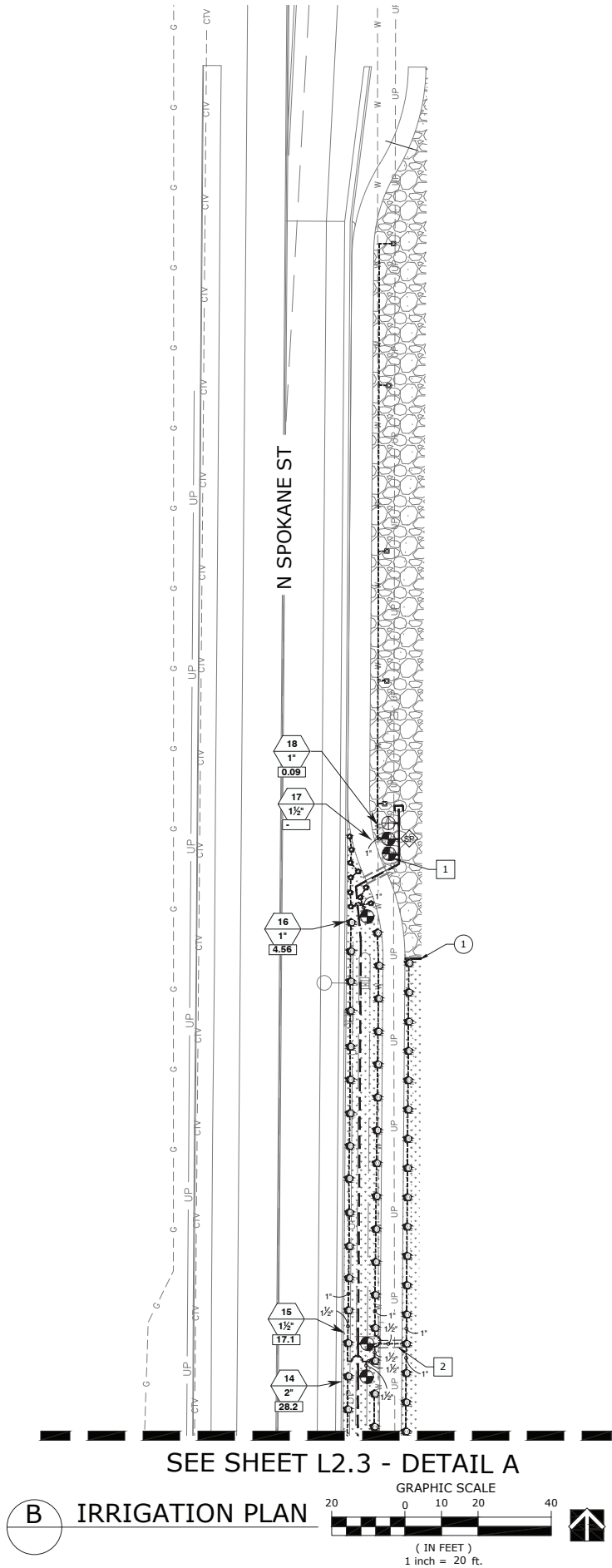
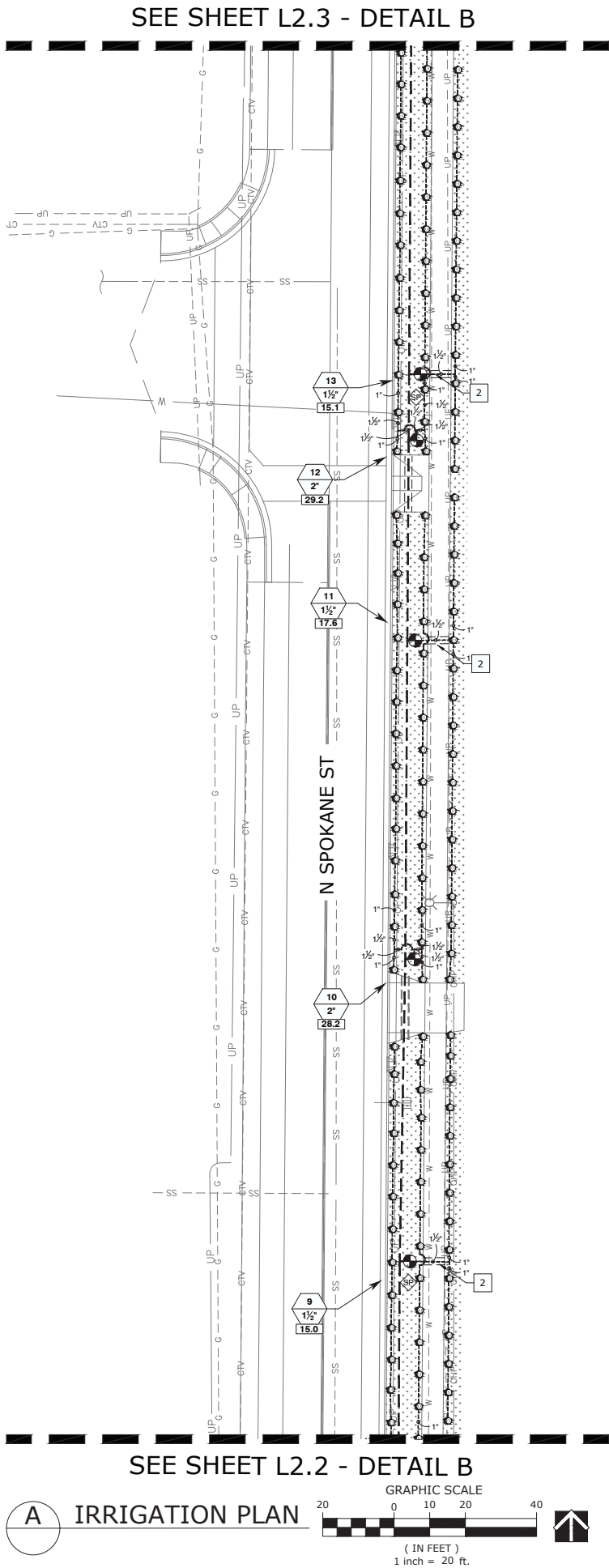
POST FALLS CEMETARY STREETSCAPE
2834 N SPOKANE ST, POST FALLS, ID 83854
CITY OF POST FALLS
IRRIGATION PLAN

REVISION	DATE
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JOB NUMBER	23-034
DATE	11/9/2023
DRAWN BY	JCS
CHECKED BY	MDT

SHEET #
L2.2





CALLOUTS

① 6" CONCRETE MOWCURB. SEE SHEET

IRRIGATION CALLOUTS

- 1 SPARE VALVE WITH DECODERS IN VALVE BOX.
2 REMOVE CONCRETE SIDEWALK PANEL FOR SLEEVE INSTALLATION AND POUR BACK. MATCH EXISTING.

LEGEND

- NETAFIM TREE RING. SEE SHEET L4.2, DETAILS D.
- HUNTER 4A PRO NOZZLE ON PRS30 BODY, 6.0" POP-UP, ADJUSTABLE. HUNTER PROSPRAY NOZZLE. DESIGN PRESSURE: 30 PSI. GPM: 4A (QUARTER/HALF), .22-.45 GPM.
- ⬠ HUNTER 10A PRO NOZZLE ON PRS30 BODY, 6.0" POP-UP, ADJUSTABLE. HUNTER PROSPRAY NOZZLE. DESIGN PRESSURE: 30 PSI. GPM: (QUARTER/HALF), .44-.88 GPM.
- ⬠ HUNTER ICV GLOBE AND BASELINE DECODERS. SEE SHEET L4.1, DETAIL E.
- ⊕ QUICK COUPLER - HUNTER HQ44 (INSTALL IN VALVE BOX). SEE SHEET L4.1, DETAIL D.
- ⬠ SURGE PROTECTION. INSTALL GROUND RODS AND 24" LOOP OF ADDITIONAL SPARE WIRE PATH IN 10" ROUND VALVE BOX. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- ⬠ END OF MAINLINE - CAP MAINLINE AND PROVIDE 36" SPARE WIRE.
- MAINLINE 3" NPS, SCH 40 PVC. SIZE PER PLANS. ADDITIONAL 2-WIRE SPARE TO BE RAN WITH MAINLINE, SEE SPECIFICATIONS.
- LATERAL LINE - SCHEDULE 40 PVC - SIZE PER PLANS.
- EXISTING PIPE SLEEVE.
- PIPE SLEEVE -SEE NOTES.

- ⬠ VALVE NO.
⬠ 'B' DENOTES BUBBLER VALVE
⬠ VALVE SIZE
⬠ GPM

IRRIGATION NOTES

- CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
- CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
- THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTION(S) AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNERS REPRESENTATIVES OF DISCREPANCIES. VERIFY THAT SUB GRADE PREPARATION HAS BEEN COMPLETED TO ACCEPTABLE TOLERANCES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR ACCEPTS SUB GRADES UPON COMMENCEMENT OF WORK AND IS RESPONSIBLE FOR ANY CORRECTIONS REQUIRED AFTER WORK BEGINS.
- IRRIGATION LAYOUT IS DIAGRAMMATIC. IRRIGATION EQUIPMENT IS OFTEN SHOWN OUTSIDE OF LANDSCAPE AREAS FOR CLARITY. IRRIGATION EQUIPMENT SHALL ALWAYS BE LOCATED WITHIN LANDSCAPE AREAS UNLESS SPECIFICALLY NOTED. LOCATE VALVE BOXES NEXT TO CURBS, PAVED SURFACES, OR IN PLANTING BEDS WHERE POSSIBLE. VALVES AND VALVE BOXES SHALL NOT BE LOCATED IN THE BOTTOMS OF SWALES OR AT SWALE INLETS.
- IRRIGATION SYSTEM BASIS OF DESIGN:
 - STATIC PRESSURE: 62 PSI AT THE SOURCE. DESIGN PRESSURE: 53 PSI
 - SOURCE: CITY OF POST FALLS
 - CONTRACTOR TO VERIFY WORKING PSI AT MINIMUM OPERATING FLOW PRIOR TO CONSTRUCTION. NOTIFY LANDSCAPE ARCHITECT OF ANY DEFICIENCIES PRIOR TO COMMENCEMENT OF WORK.
- SLEEVE SCHEDULE:
 - ALL MAIN LINE PIPING AND CONTROL WIRES UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES UNDER HARD SURFACES.
 - PIPES SIZED TO 2.5": 4" SCHEDULE 40 PVC SLEEVE.
 - PIPES TO 3"-4": 6" SCHEDULE 40 PVC SLEEVE.
 - PIPES GREATER THAN 4": 8" SCHEDULE 40 PVC SLEEVE.
 - CONTROL WIRES: 2" MIN. SCHEDULE 40 PVC SLEEVE.
- CONTRACTOR TO INSTALL THRUST BLOCKING AT MAINLINE CHANGES OF DIRECTION FOR ALL MAINLINE PIPING 2" AND LARGER.
- PRESSURE TESTING: PRESSURE TESTING IS REQUIRED FOR ALL MAINLINE AND LATERAL LINES. SEE SPECIFICATIONS FOR REQUIREMENTS.
- INSTALL ALL VALVE BOXES PERPENDICULAR TO ADJACENT FENCES, WALKS, AND BUILDINGS. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
- THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM COVERAGE WITH MINIMAL OVER SPRAY ONTO WALKS, STREETS, WALLS, ETC. CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO HEAD LOCATIONS IN FIELD AS NECESSARY TO ENSURE HEAD TO HEAD COVERAGE WITH NO OVERSPRAY ON TO PAVED SURFACES. SOME ROTOR ZONES ARE DESIGNED WITH GREATER THAN HEAD TO HEAD COVERAGE TO COMPENSATE FOR WIND ADJUST AS NECESSARY FOR COVERAGE.
- ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS IN ADHERENCE TO LOCAL CODES.
- INSTALL ALL BACK-FLOW PREVENTION DEVICES AND ALL PIPING BETWEEN THE POINT OF CONNECTION AND THE BACK-FLOW PREVENTION DEVICES AS REQUIRED BY LOCAL CODES. CONTRACTOR TO COMPLETE REQUIRED TESTING AND SUPPLY SATISFACTORY TEST RESULTS WITH OPERATIONS AND MAINTENANCE MANUALS.

EXISTING SITE NOTES

- MAINTAIN IRRIGATION TO EXISTING AND ADJACENT AREAS DURING CONSTRUCTION. NOTIFY OWNER OF ANY DISRUPTIONS LONGER THAN THREE DAYS. PROVIDE TEMPORARY IRRIGATION TO AREAS WHERE DISRUPTION OCCURS.

CRITICAL ANALYSIS

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Water Source Information:

FLOW AVAILABLE
Custom Max Flow: 34 GPM
Flow Available: 34 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 53 PSI
Pressure Available: 53 PSI

DESIGN ANALYSIS
Maximum Station Flow: 31.1 GPM
Flow Available at POC: 34 GPM
Residual Flow Available: 2.9 GPM

Critical Station:
Design Pressure: 30 PSI
Friction Loss: 3.66 PSI
Fittings Loss: 0.37 PSI
Elevation Loss: 0 PSI
Loss through Valve: 5.78 PSI
Pressure Req. at Critical Station: 39.8 PSI
Loss for Fittings: 0.07 PSI
Loss for Main Line: 0.66 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 11.3 PSI
Critical Station Pressure at POC: 51.9 PSI
Pressure Available: 53 PSI
Residual Pressure Available: 1.14 PSI



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Architecture, PLLC
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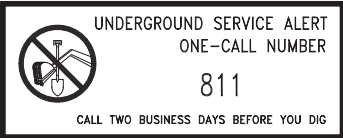
POST FALLS CEMETARY STREETSCAPE
2834 N SPOKANE ST, POST FALLS, ID 83854
CITY OF POST FALLS

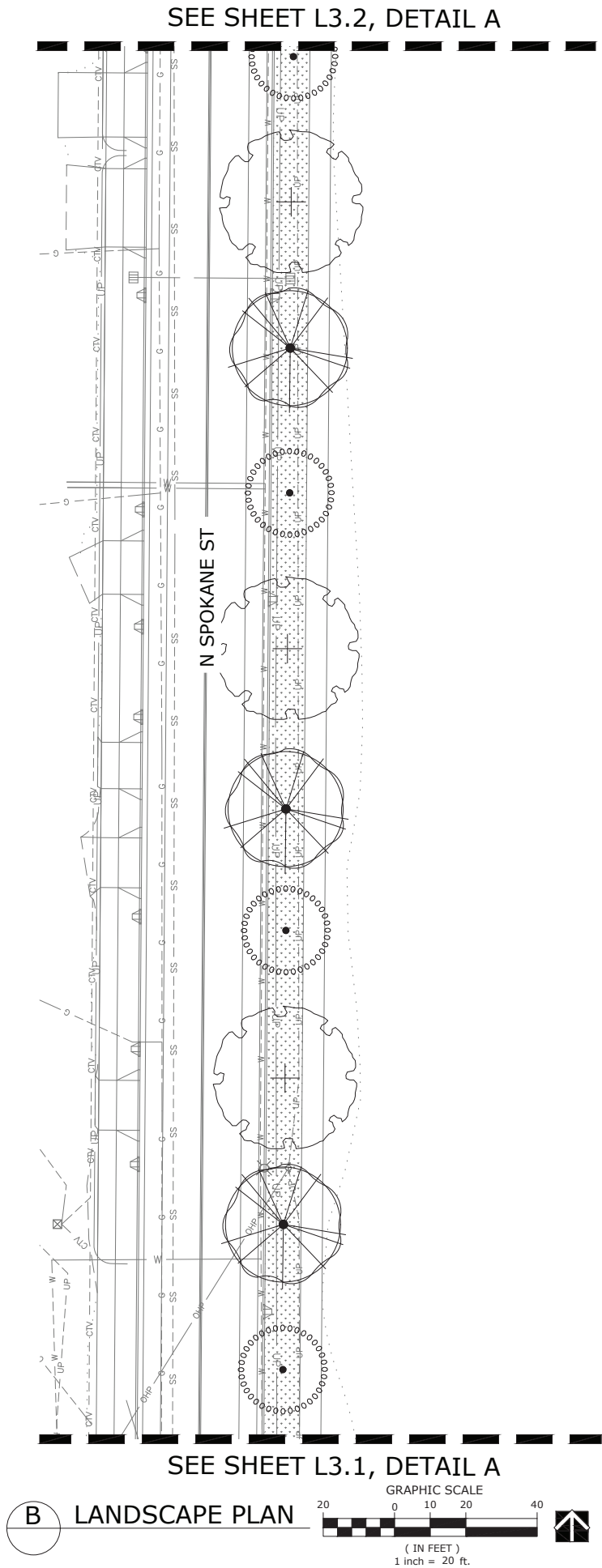
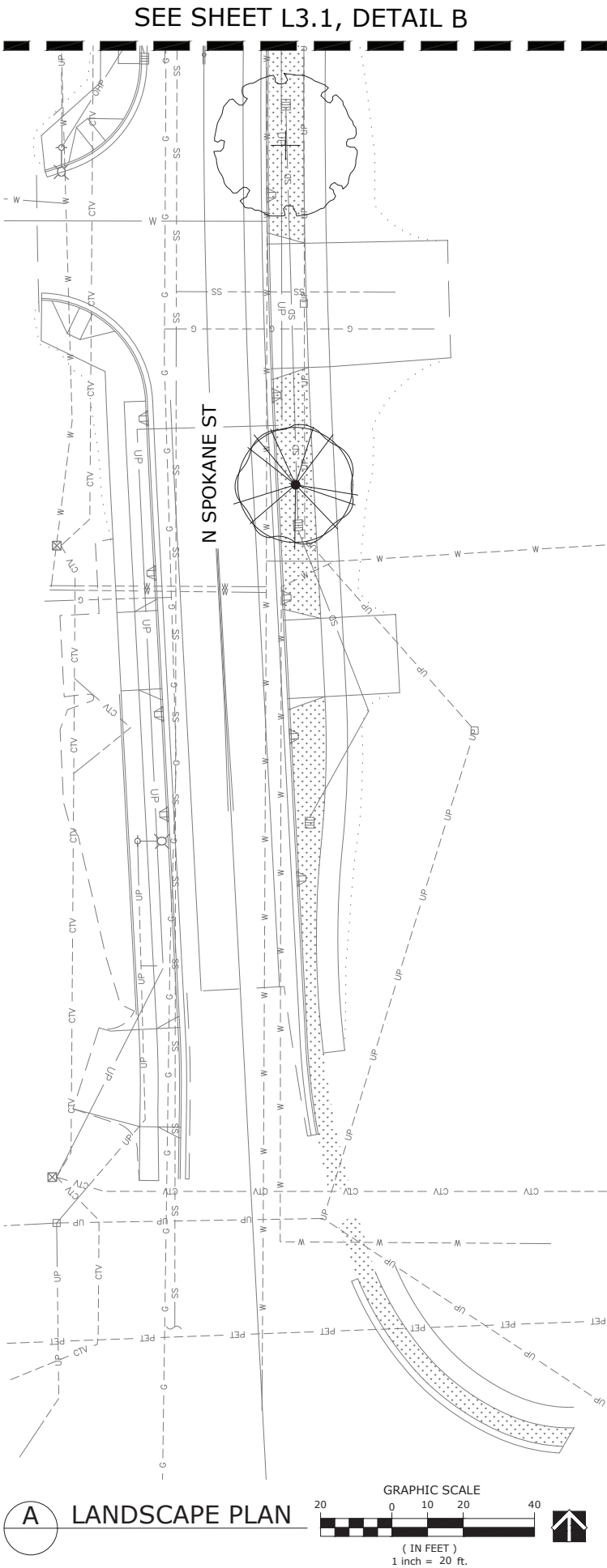
IRRIGATION PLAN

REVISION	DATE
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LEGEND

- BASE BID: TURFGRASS SEED OVER EXISTING PLANTING SOIL.
ALTERNATE #1: TURFGRASS SOD OVER EXISTING PLANTING SOIL.
- 6" OF MINERAL MULCH TYPE A AND WEED BARRIER FABRIC

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	<i>Fagus sylvatica</i> 'Riversii'	European Beech	1.5" Cal.	4
	<i>Gleditsia triacanthos</i> inermis 'Sunburst'	Sunburst Locust	1.5" Cal.	4
	<i>Picea pungens</i> glauca	Colorado Blue Spruce	6'-7' Ht.	4

PLANTING NOTES

- CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
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- REMOVE ALL CONSTRUCTION DEBRIS, CONCRETE, MORTAR, ROCKS, ETC FROM LANDSCAPE AREAS PRIOR TO SUB GRADE PREPARATION AND INSTALLATION OF PLANTING SOIL.
- TREES AND SHRUBS TO MEET REQUIREMENTS OF AMERICAN STANDARD FOR NURSERY STOCK FOR SIZE AND MATERIAL CONDITION.
- PLANT COUNTS IN LEGEND ARE FOR REFERENCE ONLY. PLANT SYMBOLS DICTATE THE REQUIRED PLANTS.
- MINERAL MULCH SCHEDULE (SEE SPECIFICATIONS):
 - ROCK AREAS: 4" OF MINERAL MULCH TYPE 'A'. 4-6" BASALT ROCK.
- ALL LANDSCAPE AREAS TO BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM. SEE IRRIGATION PLANS AND SPECIFICATIONS.
- TREE LOCATIONS MAY VARY DEPENDING ON WALK, DRIVEWAY, AND UTILITY LOCATIONS. STAKE FOR APPROVAL PRIOR TO PLANTING.
- LAYOUT OF MOWCURBS AND EDGING TO BE MARKED FOR APPROVAL PRIOR TO INSTALLATION.
- DO NOT COMPACT BOTTOMS OF SWALES, PROTECT SWALES FROM CONSTRUCTION TRAFFIC AND DEBRIS. SEE CIVIL PLANS FOR SOILS IN SWALES.
- ALL TREES TO BE SINGLE TRUNKED, UNLESS OTHERWISE NOTED. MULTI-TRUNKED TREES TO INCLUDE MAIN LEADER EQUAL OR GREATER TO SIZE SPECIFIED.
- TREES OF THE SAME SPECIES SHALL BE MATCHED FROM SAME LOT AND GROWER.
- FINISH GRADE TO BE:
 - TURF AREAS, SEEDDED OR SODDED: 2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS.
 - CONTRACTOR TO IMPORT TOPSOIL WHERE NECESSARY TO MEET FINISH GRADE REQUIREMENTS.
- TREES TO BE LOCATED 8' FROM STORMWATER INLETS, CONTRACTOR TO VERIFY STORMWATER INLET LOCATIONS.

CITY OF POST FALLS GENERAL LANDSCAPE NOTES

ALL CONTRACTOR WORK SHALL BE IN ACCORDANCE WITH IDAHO STANDARD PUBLIC WORKS CONSTRUCTION, IDAHO STATE CODE, AND POST FALLS MUNICIPAL CODE.

SEE CIVIL PLANS FOR GRADING AND DRAINAGE INFORMATION. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO DIGGING. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.

CONTRACTOR RESPONSIBLE FOR ALL REQUIRED PERMITS AND CODES.

LANDSCAPING SHALL BE COMPLETED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. IF LANDSCAPING CANNOT BE COMPLETED PRIOR TO OCCUPANCY DUE TO WEATHER OR OTHER EXTENUATING CIRCUMSTANCE, FINANCIAL GUARANTEES SHALL BE PROVIDED.

CONTRACTOR IS RESPONSIBLE FOR CHECKING ANY QUESTIONABLE NOTES, PLANT NAMES, SIZES, AND QUANTITIES. IN THE EVENT OF DISCREPANCY OR SITE FACTORS AFFECTING INSTALLATION AS PER PLAN, NOTIFY THE LANDSCAPE ARCHITECT.

PROVIDE A FULLY IRRIGATED UNDERGROUND SPRINKLER SYSTEM FOR ALL LANDSCAPED AND SWALE AREAS. SYSTEM SHALL HAVE BACKFLOW PREVENTION. A SEPARATE WATER METER FOR IRRIGATION SHOULD BE INSTALLED SO THAT IRRIGATION WATER CAN BE SUBTRACTED FOR SEWER BILLING PURPOSES.

IRRIGATION FOR ALL RIGHT-OF-WAY LANDSCAPING SHALL BE THE RESPONSIBILITY OF ADJACENT PROPERTY OWNER(S).

NO PLANTING SHALL BE DONE UNTIL INSTALLATION OF THE IRRIGATION SYSTEM IS COMPLETED, FINAL GRADES HAVE BEEN ESTABLISHED, AND PLANTING AREAS HAVE BEEN PROPERLY GRADED AND PREPARED.

GROUND PREPARATION - PROPER GROUND PREPARATION AND INSTALLATION IS REQUIRED FOR AN APPROVED LANDSCAPE. THE FOLLOWING SPECIFICATIONS SHALL BE THE MINIMUM:

SOILS IN PLANTING AREAS SHALL HAVE ADEQUATE POROSITY TO ALLOW ROOT GROWTH. SOILS THAT HAVE BEEN COMPACTED SHALL BE LOOSENEED TO INCREASE AERATION TO A MINIMUM DEPTH OF EIGHTEEN INCHES (18") OR REPLACED WITH IMPORTED TOPSOIL.

TOPSOIL THAT IS REASONABLY FREE FROM STONES SHALL BE PLACED IN ALL PLANTING BEDS. SUBSOIL SHALL NOTBE USED AS A PLANTING MEDIUM. PLANTING AREAS MUST BE FILLED TO THE TOP OF ALL CURBING OR EDGING OF A PLANTING BED, ALLOWING FOR SETTLING OF APPROXIMATELY TWO INCHES (2") TO FINISH GRADE OF TURF OR GROUND COVER.

TOPSOIL BROUGHT TO THE SITE SHALL BE SANDY LOAM THAT IS NON-TOXIC, WELL-DRAINED, AND FREE OF NOXIOUS WEEDS, GRASS, BRUSH, STICKS, ROCKS GREATER THAN ONE INCH (1") DIAMETER, COURSE GRAVEL, HARD CLAY, AND OTHER DEBRIS UNLESS OTHERWISE NOTED. FINAL GRADE SHALL BE RAKED SMOOTH AND EVEN.

CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES. IN THE CASE OF A DISCREPANCY, THE ILLUSTRATED LOCATIONS SHALL DICTATE COUNT.

ALL PLANT MATERIAL SHALL MEET OR EXCEED THE MINIMUM STANDARDS SET FORTH BY ANSI Z60.1 'AMERICAN STANDARD FOR NURSERY STOCK'. PLANTS NOT MEETING THESE STANDARDS FOR QUALITY, OR PLANTS DETERMINED TO BE UNHEALTHY OR DAMAGED, WILL BE REJECTED.

ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED FOR ONE YEAR. LANDSCAPE CONTRACTOR SHALL REPLACE ANY PLANTS WHICH ARE DEAD, EXCEPT THOSE DUE TO VANDALISM OR NEGLECT, WITH PLANT MATERIAL EQUAL TO ORIGINAL.

ALL PLANTS TO BE APPROVED BY THE LANDSCAPE ARCHITECT, AND SUBSTITUTIONS APPROVED BY POST FALLS COMMUNITY DEVELOPMENT DEPARTMENT AND POST FALLS URBAN FORESTER.

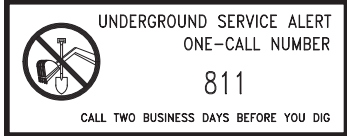
COORDINATE PLANTING AND INSPECTION WITH POST FALLS URBAN FORESTER.

ALL TREE PLANTING SHALL BE DONE IN ACCORDANCE WITH POST FALLS TREE PLANTING DETAIL AND POST FALLS TREE STANDARDS MANUAL.

TREES PLANTED ON SITE SHALL BE A MINIMUM OF 1 1/2" CALIPER FOR BROADLEAFS AND 4' HEIGHT FOR CONIFERS.

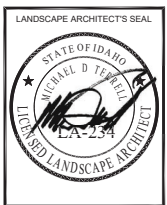
ALL EXISTING TREES DESIGNATED TO REMAIN ON SITE DURING CONSTRUCTION MUST BE PROTECTED BY FOLLOWING ARBORICULTURE INDUSTRY BEST MANAGEMENT PRACTICES (ANSI A300 PART 5).

TREE RINGS SURROUNDING EXISTING TREES SHALL BE RE-ESTABLISHED TO COMPLY WITH POST FALLS TREE PLANTING DETAIL.



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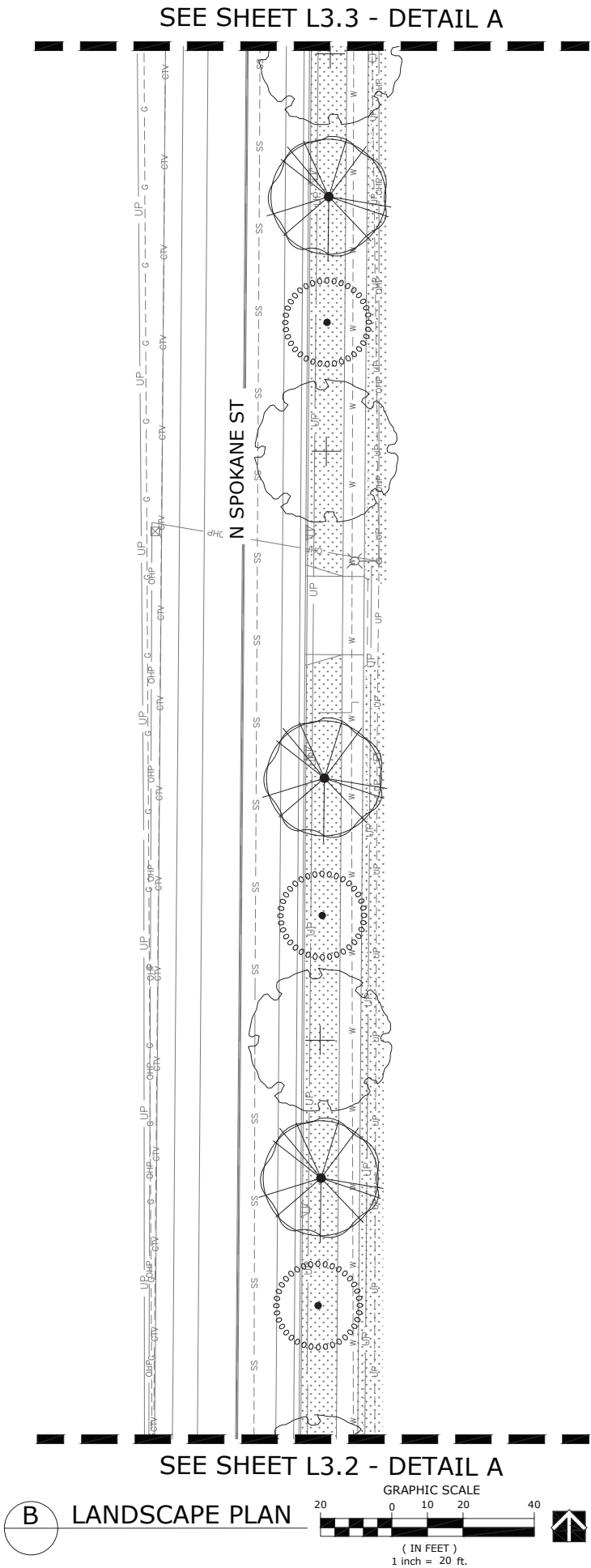
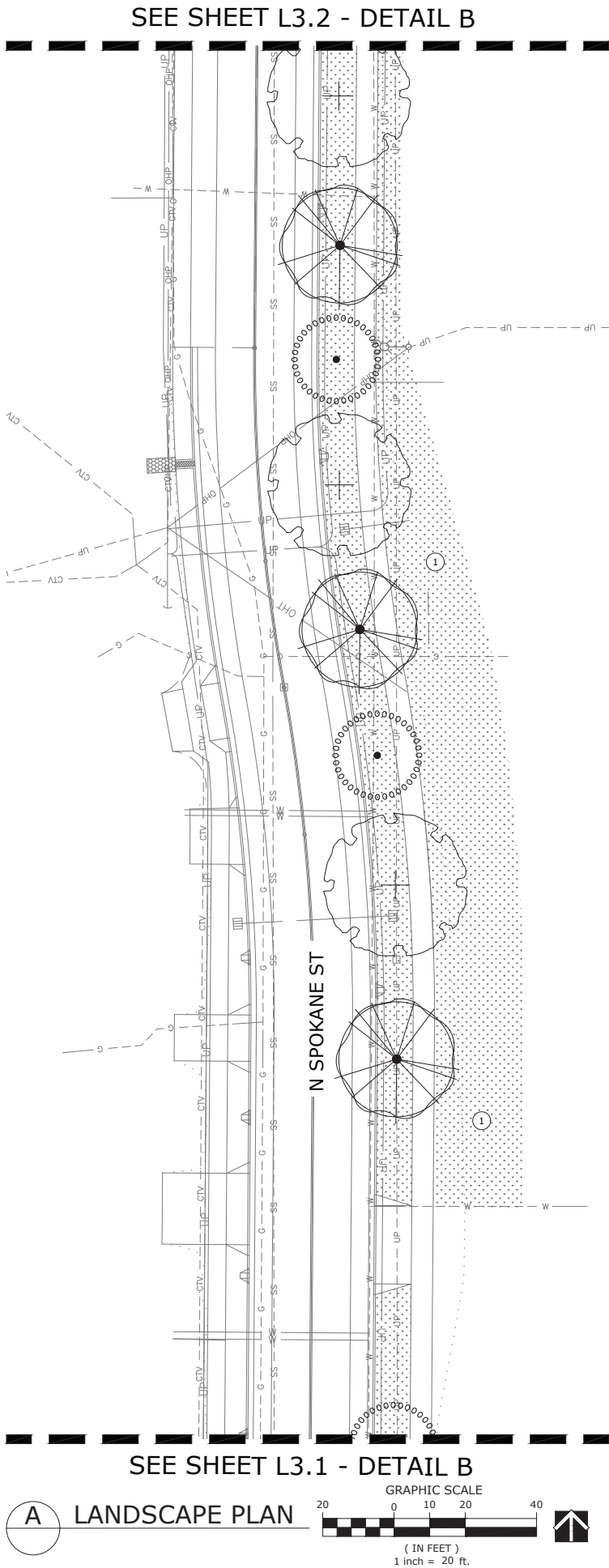


POST FALLS CEMETARY STREETSCAPE
2834 N SPOKANE ST, POST FALLS, ID 83854
CITY OF POST FALLS
LANDSCAPE PLAN

REVISION	DATE
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SHEET #
L3.1



CALLOUTS

- ① GRADE SLOPE TO BE NO MORE THAN 1:5. ADJUST EXISTING IRRIGATION HEADS FOR 100% HEAD-TO HEAD COVERAGE.

LEGEND

- BASE BID: TURFGRASS SEED OVER EXISTING PLANTING SOIL.
ALTERNATE #1: TURFGRASS SOD OVER EXISTING PLANTING SOIL.
- 6" OF MINERAL MULCH TYPE A AND WEED BARRIER FABRIC

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	<i>Fagus sylvatica</i> 'Riversii'	European Beech	1.5" Cal.	6
	<i>Gleditsia triacanthos</i> inermis 'Sunburst'	Sunburst Locust	1.5" Cal.	6
	<i>Picea pungens</i> glauca	Colorado Blue Spruce	6'-7' Ht.	5

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- LAYOUT OF MOWCURBS AND EDGING TO BE MARKED FOR APPROVAL PRIOR TO INSTALLATION.
- DO NOT COMPACT BOTTOMS OF SWALES, PROTECT SWALES FROM CONSTRUCTION TRAFFIC AND DEBRIS. SEE CIVIL PLANS FOR SOILS IN SWALES.
- ALL TREES TO BE SINGLE TRUNKED, UNLESS OTHERWISE NOTED. MULTI-TRUNKED TREES TO INCLUDE MAIN LEADER EQUAL OR GREATER TO SIZE SPECIFIED.
- TREES OF THE SAME SPECIES SHALL BE MATCHED FROM SAME LOT AND GROWER.
- FINISH GRADE TO BE:
 - TURF AREAS, SEEDDED OR SODDED: 2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS.
 - CONTRACTOR TO IMPORT TOPSOIL WHERE NECESSARY TO MEET FINISH GRADE REQUIREMENTS.

16. TREES TO BE LOCATED 8' FROM STORMWATER INLETS, CONTRACTOR TO VERIFY STORMWATER INLET LOCATIONS.

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PROVIDE A FULLY IRRIGATED UNDERGROUND SPRINKLER SYSTEM FOR ALL LANDSCAPED AND SWALE AREAS. SYSTEM SHALL HAVE BACKFLOW PREVENTION. A SEPARATE WATER METER FOR IRRIGATION SHOULD BE INSTALLED SO THAT IRRIGATION WATER CAN BE SUBTRACTED FOR SEWER BILLING PURPOSES.

IRRIGATION FOR ALL RIGHT-OF-WAY LANDSCAPING SHALL BE THE RESPONSIBILITY OF ADJACENT PROPERTY OWNER(S).

NO PLANTING SHALL BE DONE UNTIL INSTALLATION OF THE IRRIGATION SYSTEM IS COMPLETED, FINAL GRADES HAVE BEEN ESTABLISHED, AND PLANTING AREAS HAVE BEEN PROPERLY GRADED AND PREPARED.

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SOILS IN PLANTING AREAS SHALL HAVE ADEQUATE POROSITY TO ALLOW ROOT GROWTH. SOILS THAT HAVE BEEN COMPACTED SHALL BE LOOSENEED TO INCREASE AERATION TO A MINIMUM DEPTH OF EIGHTEEN INCHES (18") OR REPLACED WITH IMPORTED TOPSOIL.

TOPSOIL THAT IS REASONABLY FREE FROM STONES SHALL BE PLACED IN ALL PLANTING BEDS. SUBSOIL SHALL NOTBE USED AS A PLANTING MEDIUM. PLANTING AREAS MUST BE FILLED TO THE TOP OF ALL CURBING OR EDGING OF A PLANTING BED, ALLOWING FOR SETTLING OF APPROXIMATELY TWO INCHES (2") TO FINISH GRADE OF TURF OR GROUND COVER.

TOPSOIL BROUGHT TO THE SITE SHALL BE SANDY LOAM THAT IS NON-TOXIC, WELL-DRAINED, AND FREE OF NOXIOUS WEEDS, GRASS, BRUSH, STICKS, ROCKS GREATER THAN ONE INCH (1") DIAMETER, COURSE GRAVEL, HARD CLAY, AND OTHER DEBRIS UNLESS OTHERWISE NOTED. FINAL GRADE SHALL BE RAKED SMOOTH AND EVEN.

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ALL PLANTS TO BE APPROVED BY THE LANDSCAPE ARCHITECT, AND SUBSTITUTIONS APPROVED BY POST FALLS COMMUNITY DEVELOPMENT DEPARTMENT AND POST FALLS URBAN FORESTER.

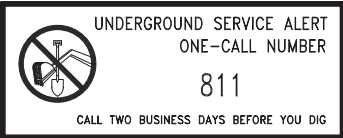
COORDINATE PLANTING AND INSPECTION WITH POST FALLS URBAN FORESTER.

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TREES PLANTED ON SITE SHALL BE A MINIMUM OF 1 1/2" CALIPER FOR BROADLEAFS AND 4" HEIGHT FOR CONIFERS.

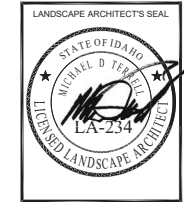
ALL EXISTING TREES DESIGNATED TO REMAIN ON SITE DURING CONSTRUCTION MUST BE PROTECTED BY FOLLOWING ARBORICULTURE INDUSTRY BEST MANAGEMENT PRACTICES (ANSI A300 PART 5).

TREE RINGS SURROUNDING EXISTING TREES SHALL BE RE-ESTABLISHED TO COMPLY WITH POST FALLS TREE PLANTING DETAIL.



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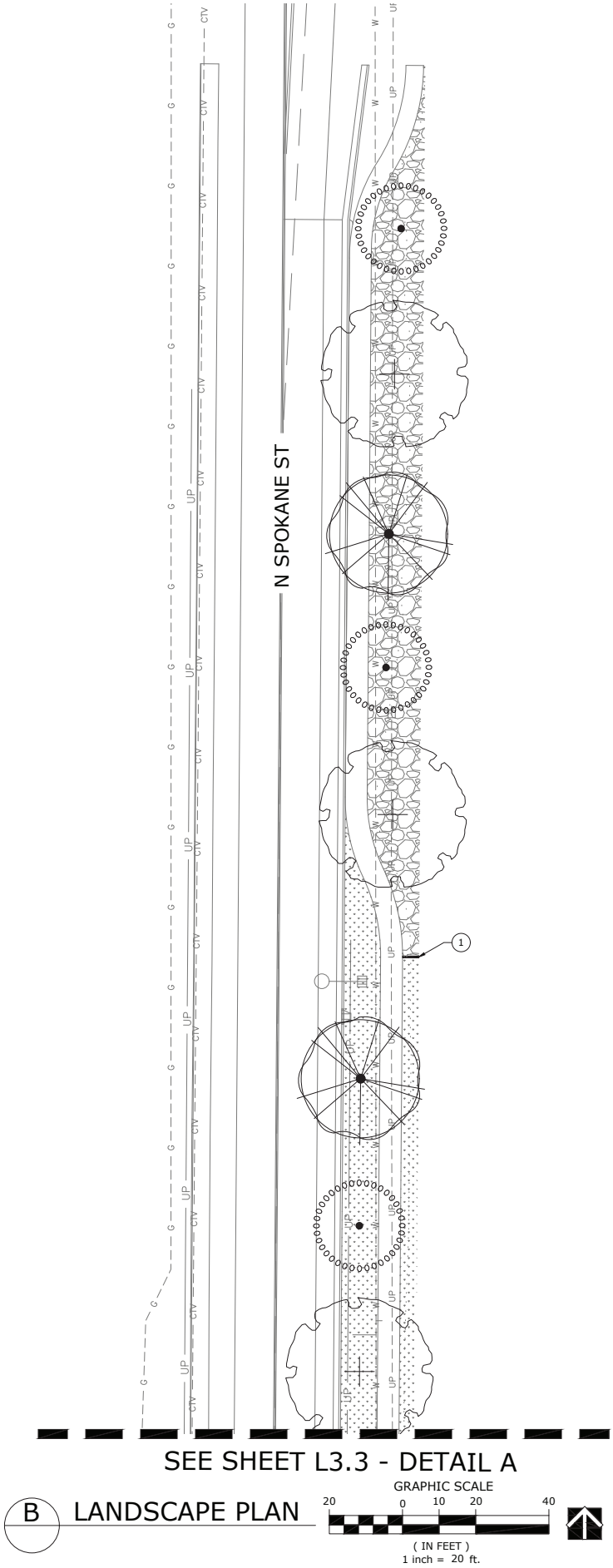
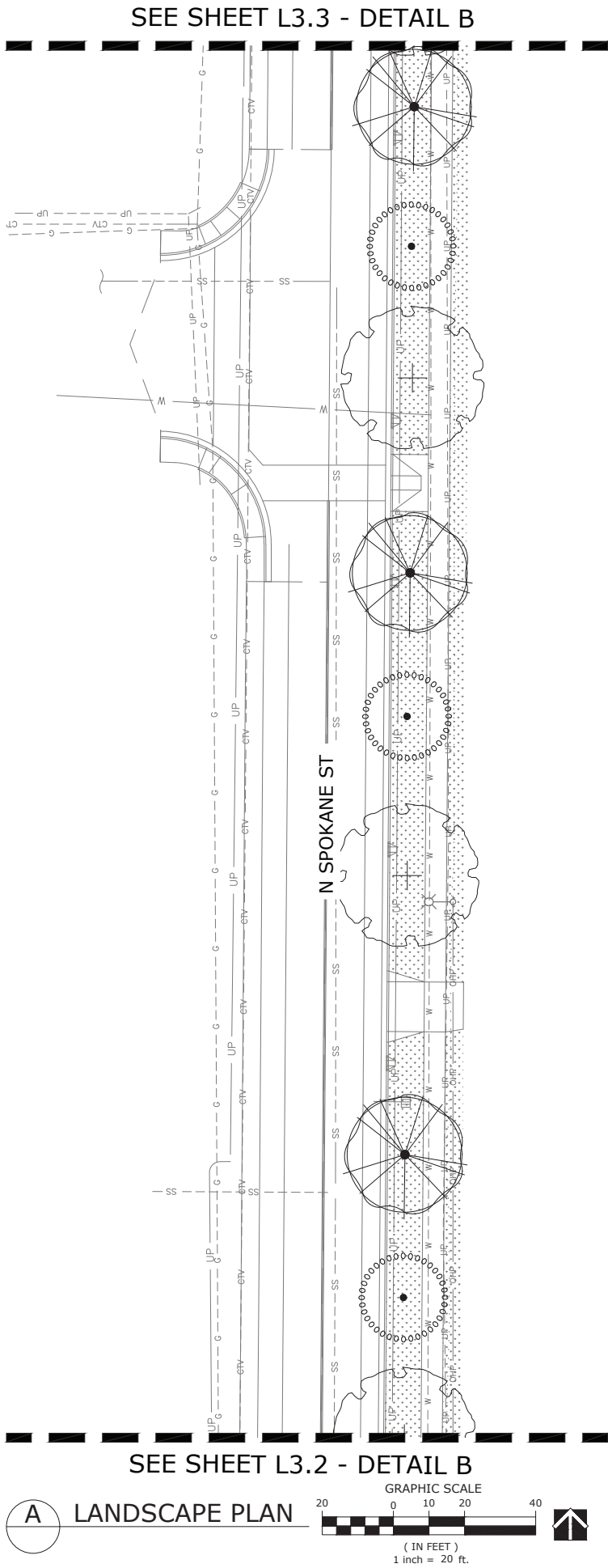


POST FALLS CEMETARY STREETSCAPE
2834 N SPOKANE ST, POST FALLS, ID 83854
CITY OF POST FALLS
LANDSCAPE PLAN

REVISION	DATE
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DATE	11/9/2023
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CHECKED BY	MDT

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L3.2



CALLOUTS

- ① 6" CONCRETE MOWCURB. SEE SHEET

LEGEND

- BASE BID: TURFGRASS SEED OVER EXISTING PLANTING SOIL.
ALTERNATE #1: TURFGRASS SOD OVER EXISTING PLANTING SOIL.
6" OF MINERAL MULCH TYPE A AND WEED BARRIER FABRIC

PLANT SCHEDULE

DECIDUOUS TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	<i>Fagus sylvatica</i> 'Riversil'	European Beech	1.5" Cal.	5
	<i>Gleditsia triacanthos</i> inermis 'Sunburst'	Sunburst Locust	1.5" Cal.	5
	<i>Picea pungens</i> glauca	Colorado Blue Spruce	6' -7' Ht.	6

PLANTING NOTES

- CONTRACTOR SHALL CALL 811 TO LOCATE ALL EXISTING ABOVE OR BELOW GRADE ON-SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK, INCLUDING PLANTING. THE LOCATIONS OF UTILITIES, STRUCTURES AND SERVICES SHOWN IN THE CONTRACT DOCUMENTS SHALL BE DEEMED TO BE APPROXIMATIONS ONLY. ALL DISCREPANCIES BETWEEN WHAT IS SHOWN AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE. PRESERVE AND PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE OR DISRUPTION, TYPICAL. MAINTAIN LOCATES DURING CONSTRUCTION FOR REFERENCE. CONTRACTOR SHALL RECORD ALL UTILITY MARKINGS ON A SEPARATE SET OF DRAWINGS. THIS SET SHALL BE KEPT ON-SITE FOR REFERENCE FOR DURATION OF CONTRACT.
- CONTRACTOR TO COORDINATE WITH OWNER'S MAINTENANCE PERSONNEL TO IDENTIFY AND PROTECT ANY EXISTING OWNER MAINTAINED UTILITIES, WATER LINES, IRRIGATION LINES, IRRIGATION CONTROL WIRES OR OTHER IMPROVEMENTS PRIOR TO CONSTRUCTION.
- THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTION(S) AND DETAILS DEVELOPED FOR THIS PROJECT. REFER TO THOSE SPECIFICATIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFYING THE OWNER AND OWNERS REPRESENTATIVES OF DISCREPANCIES. VERIFY THAT SUB GRADE PREPARATION HAS BEEN COMPLETED TO ACCEPTABLE TOLERANCES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR ACCEPTS SUB GRADES UPON COMMENCEMENT OF WORK AND IS RESPONSIBLE FOR ANY CORRECTIONS REQUIRED AFTER WORK BEGINS.
- REMOVE ALL CONSTRUCTION DEBRIS, CONCRETE, MORTAR, ROCKS, ETC FROM LANDSCAPE AREAS PRIOR TO SUB GRADE PREPARATION AND INSTALLATION OF PLANTING SOIL.
- TREES AND SHRUBS TO MEET REQUIREMENTS OF AMERICAN STANDARD FOR NURSERY STOCK FOR SIZE AND MATERIAL CONDITION.
- PLANT COUNTS IN LEGEND ARE FOR REFERENCE ONLY. PLANT SYMBOLS DICTATE THE REQUIRED PLANTS.
- MINERAL MULCH SCHEDULE (SEE SPECIFICATIONS):
 - ROCK AREAS: 4" OF MINERAL MULCH TYPE 'A'. 4-6" BASALT ROCK.
- ALL LANDSCAPE AREAS TO BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM. SEE IRRIGATION PLANS AND SPECIFICATIONS.
- TREE LOCATIONS MAY VARY DEPENDING ON WALK, DRIVEWAY, AND UTILITY LOCATIONS. STAKE FOR APPROVAL PRIOR TO PLANTING.
- LAYOUT OF MOWCURBS AND EDGING TO BE MARKED FOR APPROVAL PRIOR TO INSTALLATION.
- DO NOT COMPACT BOTTOMS OF SWALES, PROTECT SWALES FROM CONSTRUCTION TRAFFIC AND DEBRIS. SEE CIVIL PLANS FOR SOILS IN SWALES.
- ALL TREES TO BE SINGLE TRUNKED, UNLESS OTHERWISE NOTED. MULTI-TRUNKED TREES TO INCLUDE MAIN LEADER EQUAL OR GREATER TO SIZE SPECIFIED.
- TREES OF THE SAME SPECIES SHALL BE MATCHED FROM SAME LOT AND GROWER.
 - TURF AREAS, SEEDED OR SODDED: 2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS.
 - CONTRACTOR TO IMPORT TOPSOIL WHERE NECESSARY TO MEET FINISH GRADE REQUIREMENTS.
- TREES TO BE LOCATED 8' FROM STORMWATER INLETS, CONTRACTOR TO VERIFY STORMWATER INLET LOCATIONS.**

CITY OF POST FALLS GENERAL LANDSCAPE NOTES

ALL CONTRACTOR WORK SHALL BE IN ACCORDANCE WITH IDAHO STANDARD PUBLIC WORKS CONSTRUCTION, IDAHO STATE CODE, AND POST FALLS MUNICIPAL CODE.

SEE CIVIL PLANS FOR GRADING AND DRAINAGE INFORMATION. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO DIGGING. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.

CONTRACTOR RESPONSIBLE FOR ALL REQUIRED PERMITS AND CODES.

LANDSCAPING SHALL BE COMPLETED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY. IF LANDSCAPING CANNOT BE COMPLETED PRIOR TO OCCUPANCY DUE TO WEATHER OR OTHER EXTENUATING CIRCUMSTANCE, FINANCIAL GUARANTEES SHALL BE PROVIDED.

CONTRACTOR IS RESPONSIBLE FOR CHECKING ANY QUESTIONABLE NOTES, PLANT NAMES, SIZES, AND QUANTITIES. IN THE EVENT OF DISCREPANCY OR SITE FACTORS AFFECTING INSTALLATION AS PER PLAN, NOTIFY THE LANDSCAPE ARCHITECT.

PROVIDE A FULLY IRRIGATED UNDERGROUND SPRINKLER SYSTEM FOR ALL LANDSCAPED AND SWALE AREAS. SYSTEM SHALL HAVE BACKFLOW PREVENTION. A SEPARATE WATER METER FOR IRRIGATION SHOULD BE INSTALLED SO THAT IRRIGATION WATER CAN BE SUBTRACTED FOR SEWER BILLING PURPOSES.

IRRIGATION FOR ALL RIGHT-OF-WAY LANDSCAPING SHALL BE THE RESPONSIBILITY OF ADJACENT PROPERTY OWNER(S).

NO PLANTING SHALL BE DONE UNTIL INSTALLATION OF THE IRRIGATION SYSTEM IS COMPLETED, FINAL GRADES HAVE BEEN ESTABLISHED, AND PLANTING AREAS HAVE BEEN PROPERLY GRADED AND PREPARED.

GROUND PREPARATION - PROPER GROUND PREPARATION AND INSTALLATION IS REQUIRED FOR AN APPROVED LANDSCAPE. THE FOLLOWING SPECIFICATIONS SHALL BE THE MINIMUM:
SOILS IN PLANTING AREAS SHALL HAVE ADEQUATE POROSITY TO ALLOW ROOT GROWTH. SOILS THAT HAVE BEEN COMPACTED SHALL BE LOOSENEED TO INCREASE AERATION TO A MINIMUM DEPTH OF EIGHTEEN INCHES (18") OR REPLACED WITH IMPORTED TOPSOIL.

TOPSOIL THAT IS REASONABLY FREE FROM STONES SHALL BE PLACED IN ALL PLANTING BEDS. SUBSOIL SHALL NOTBE USED AS A PLANTING MEDIUM. PLANTING AREAS MUST BE FILLED TO THE TOP OF ALL CURBING OR EDGING OF A PLANTING BED, ALLOWING FOR SETTLING OF APPROXIMATELY TWO INCHES (2") TO FINISH GRADE OF TURF OR GROUND COVER.

TOPSOIL BROUGHT TO THE SITE SHALL BE SANDY LOAM THAT IS NON-TOXIC, WELL-DRAINED, AND FREE OF NOXIOUS WEEDS, GRASS, BRUSH, STICKS, ROCKS GREATER THAN ONE INCH (1") DIAMETER, COURSE GRAVEL, HARD CLAY, AND OTHER DEBRIS UNLESS OTHERWISE NOTED. FINAL GRADE SHALL BE RAKED SMOOTH AND EVEN.

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

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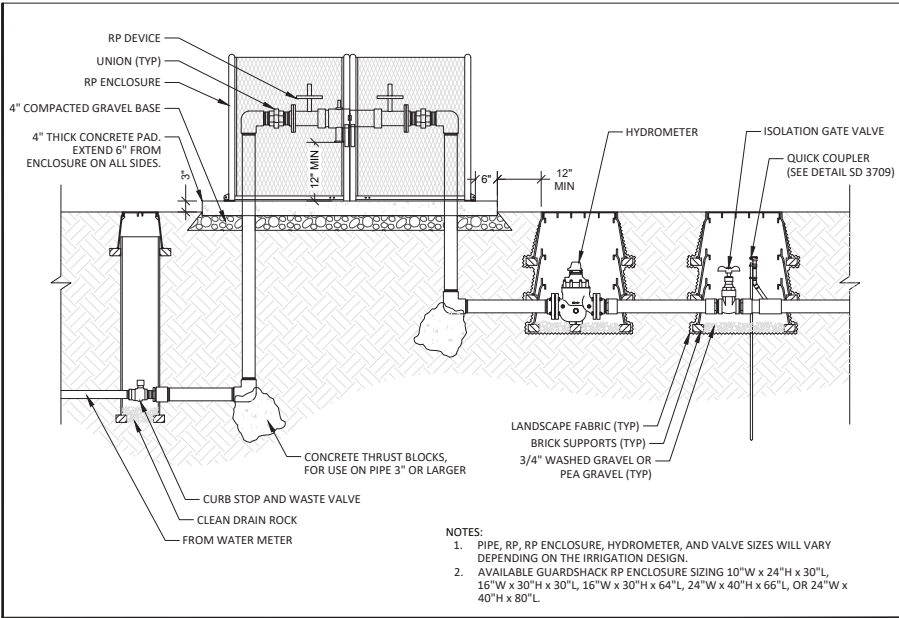
LANDSCAPE ARCHITECT'S SEAL
STATE OF IDAHO
MICHAEL D. TERRELL
LA-234
LICENSED LANDSCAPE ARCHITECT

POST FALLS CEMETARY STREETSCAPE
2834 N SPOKANE ST, POST FALLS, ID 83854
CITY OF POST FALLS
LANDSCAPE PLAN

REVISION	DATE
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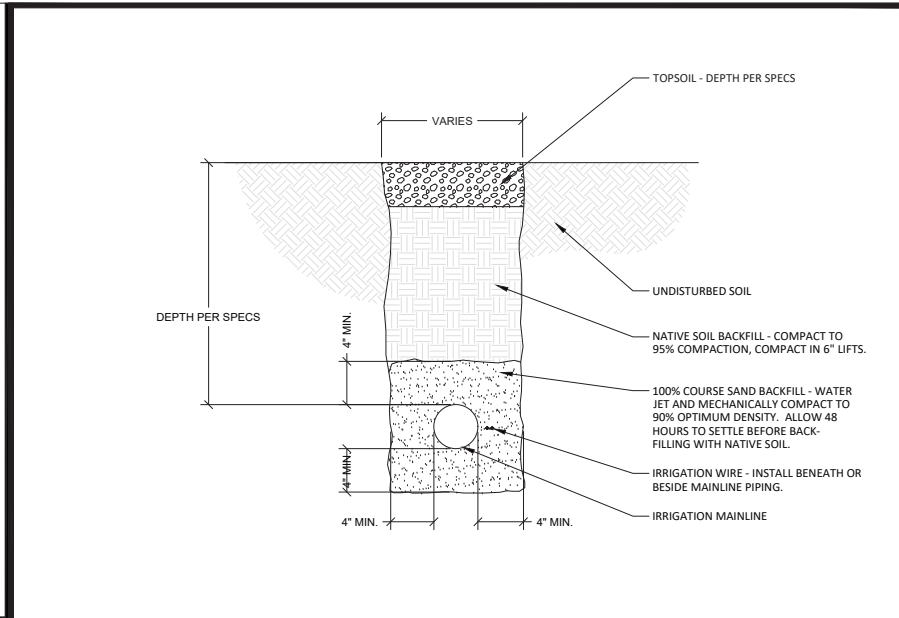


APPROVED BY: *[Signature]* 01/04/21
PARKS DIRECTOR DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

STANDARD DRAWING NO. SD 3714

POINT OF CONNECTION - RP

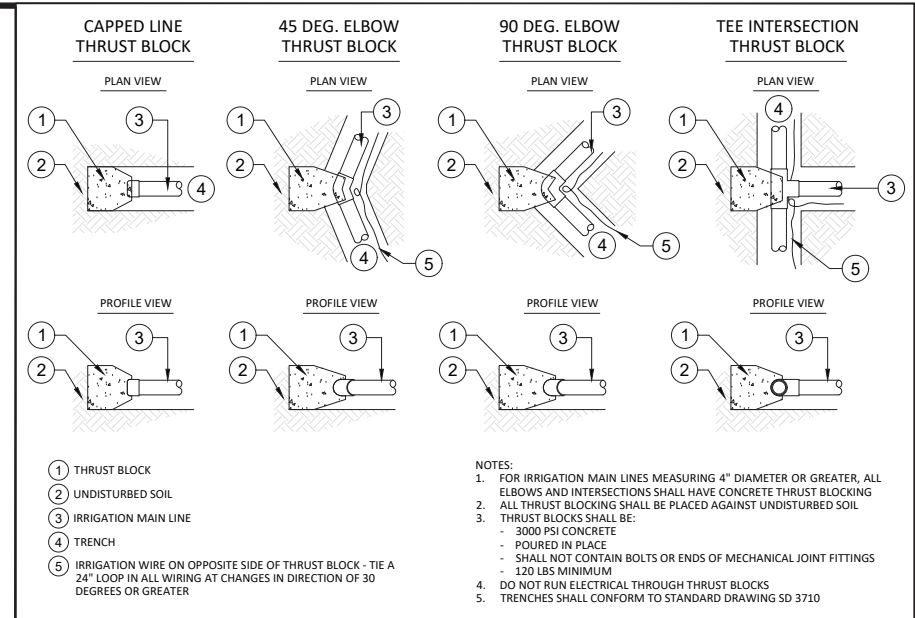


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PARKS DIRECTOR DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

STANDARD DRAWING NO. SD 3712

IRRIGATION MAINLINE TRENCHING



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PARKS DIRECTOR DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

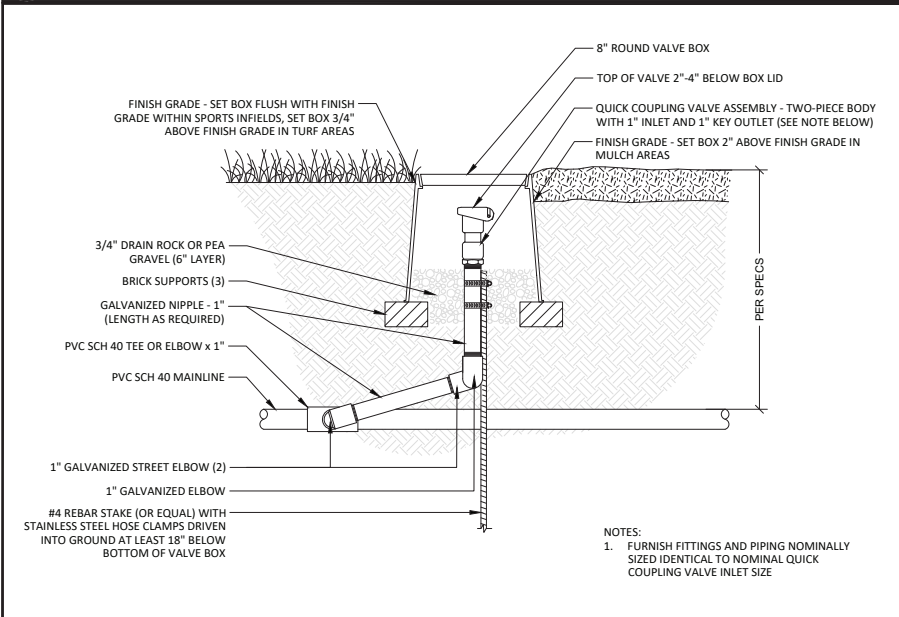
STANDARD DRAWING NO. SD 3713

IRRIGATION MAINLINE THRUST BLOCK

A POINT OF CONNECTION - RP SCALE: 1/2" = 1'-0"

B IRRIGATION MAINLINE TRENCHING SCALE: 1-1/2" = 1'-0"

C IRRIGATION MAINLINE THRUST BLOCK SCALE: 1/2" = 1'-0"

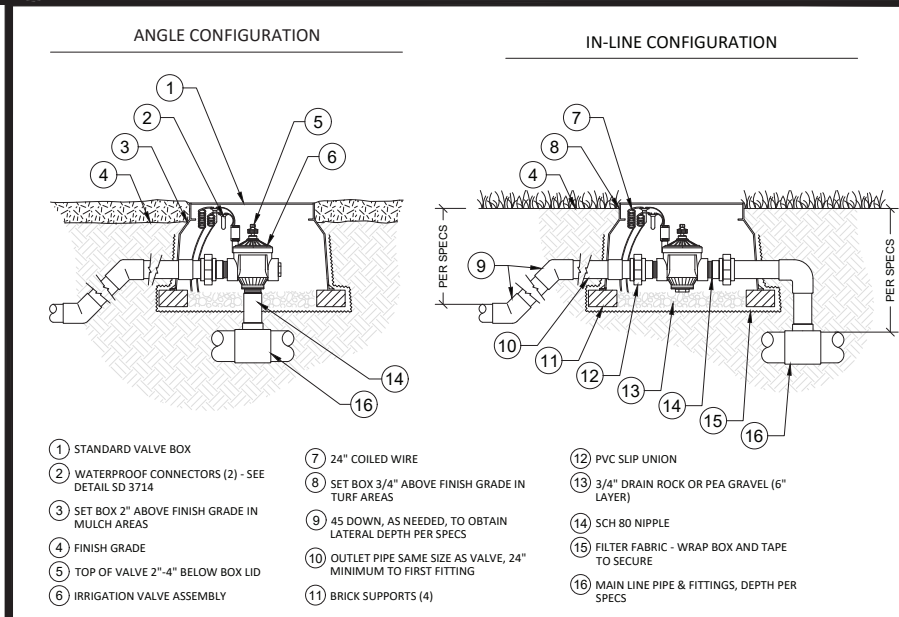


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PARKS DIRECTOR DATE:

POST FALLS STANDARDS FOR PARKS CONSTRUCTION

STANDARD DRAWING NO. SD 3711

IRRIGATION QUICK COUPLING VALVE INSTALLATION

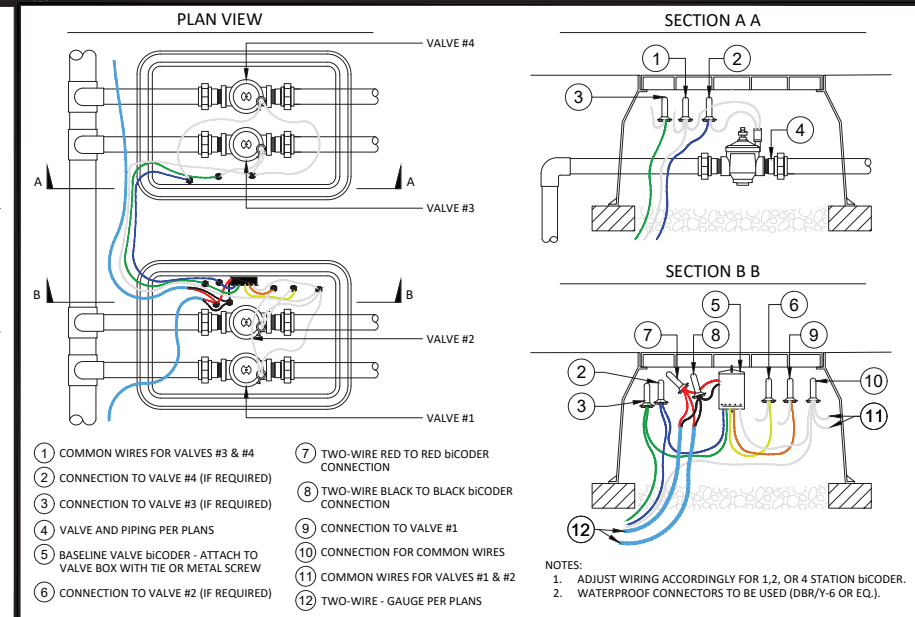


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POST FALLS STANDARDS FOR PARKS CONSTRUCTION

STANDARD DRAWING NO. SD 3708

STANDARD IRRIGATION VALVE INSTALLATION



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POST FALLS STANDARDS FOR PARKS CONSTRUCTION

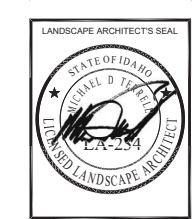
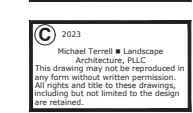
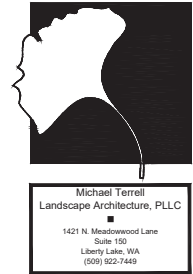
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TWO-WIRE & BICODER INSTALLATION

D IRRIGATION QC VALVE INSTALLATION SCALE: 1-1/2" = 1'-0"

E STANDARD IRRIGATION VALVE INSTALLATION SCALE: 1" = 1'-0"

F TWO-WIRE & BICODER INSTALLATION SCALE: 1-1/2" = 1'-0"



POST FALLS CEMETARY STREETSCAPE
2834 N SPOKANE ST, POST FALLS, ID 83854
CITY OF POST FALLS

DETAILS

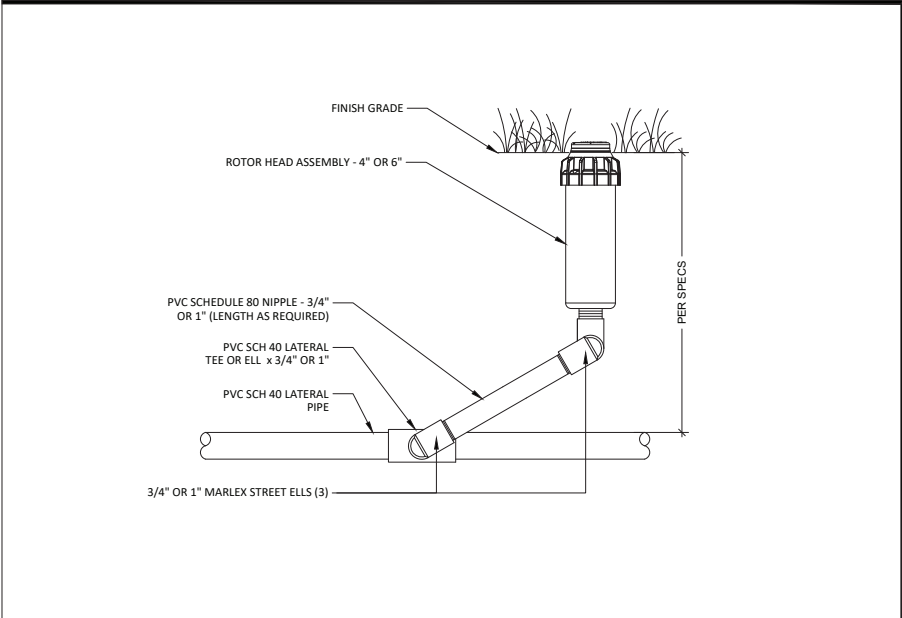
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JOB NUMBER	23-034
DATE	11/9/2023
DRAWN BY	JCS
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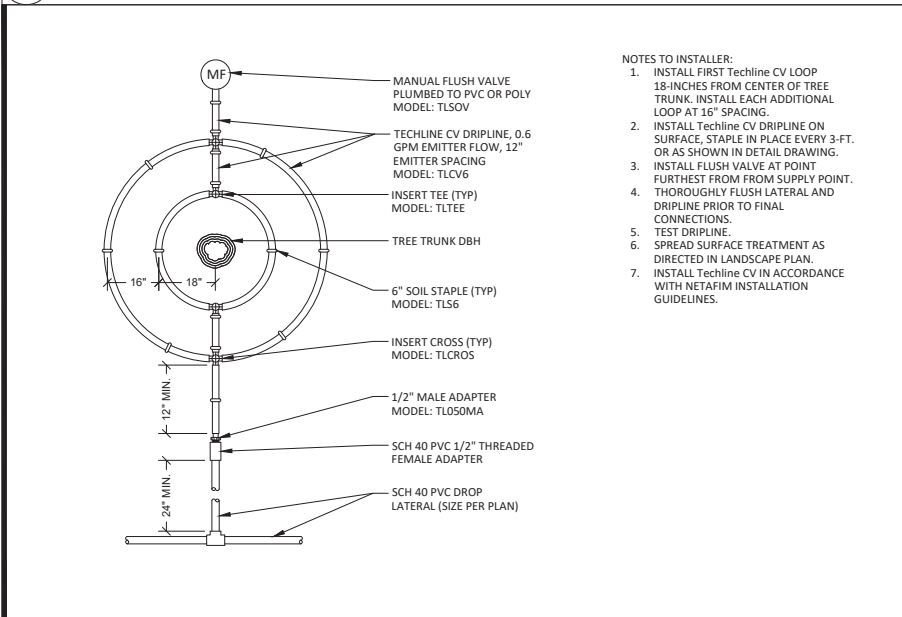
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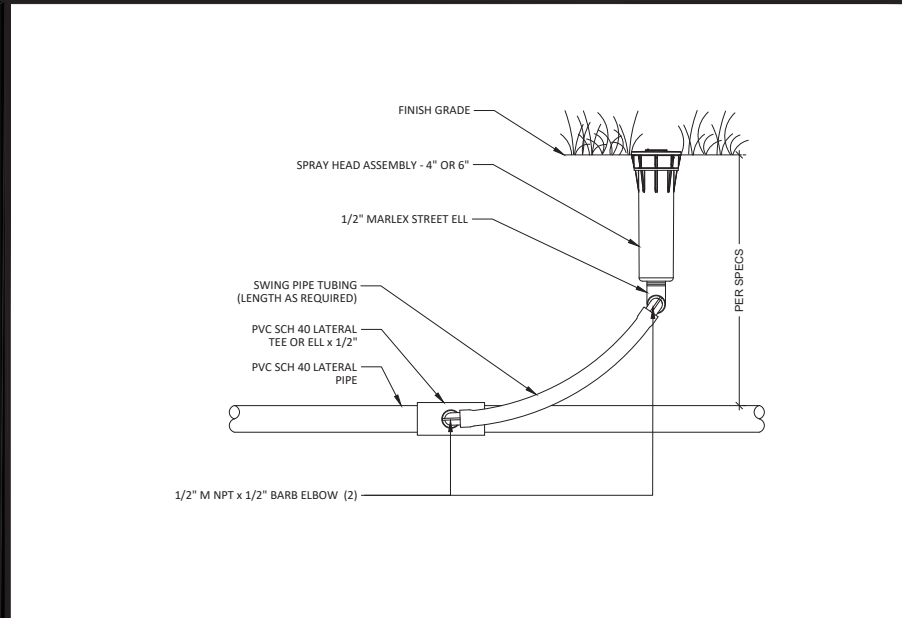
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<i>[Signature]</i> 01/04/21	IRRIGATION ROTOR HEAD INSTALLATION	NO. SD 3710
PARKS DIRECTOR	DATE:	

A IRRIGATION ROTOR HEAD INSTALLATION SCALE: 3\"/>



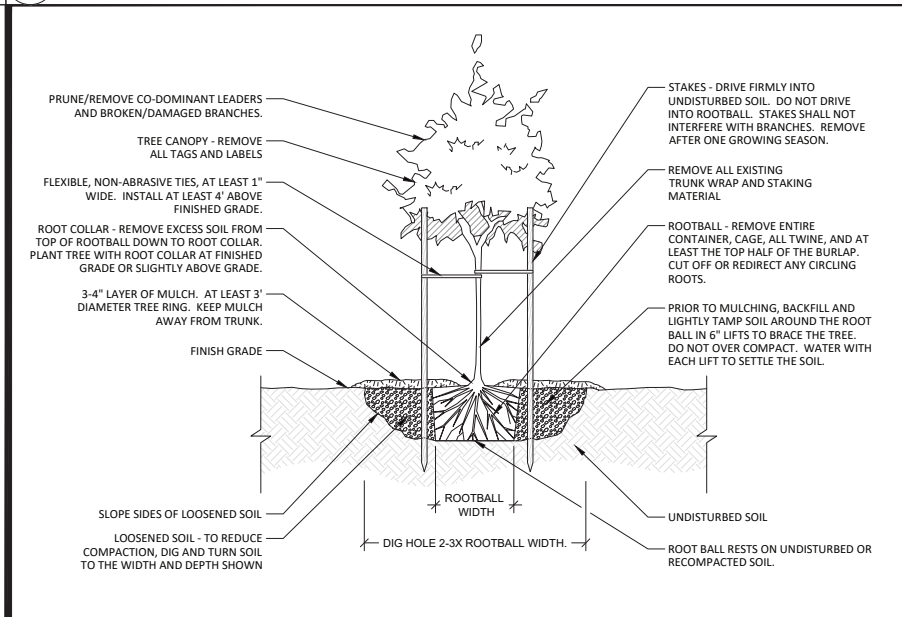
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PARKS DIRECTOR	DATE:	

E TREE PLANTING SCALE: 3/8\"/>



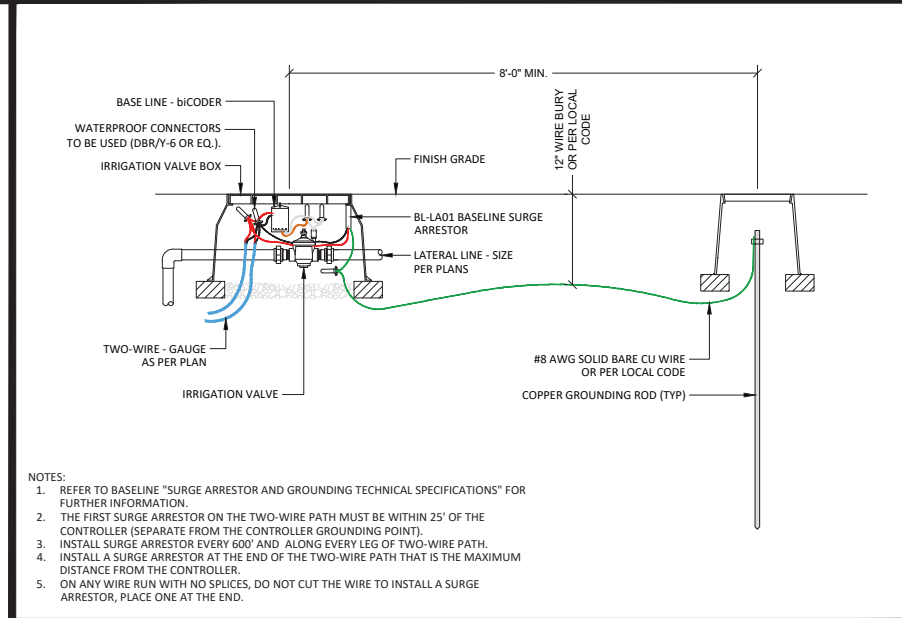
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PARKS DIRECTOR	DATE:	

B IRRIGATION SPRAY HEAD INSTALLATION SCALE: 1\"/>



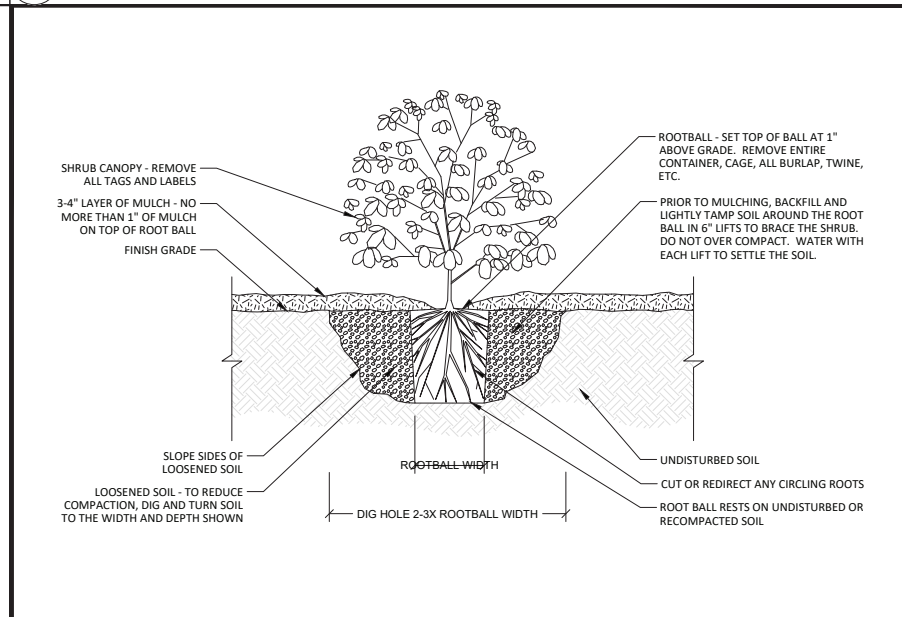
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<i>[Signature]</i> 01/04/21	TREE PLANTING	NO. SD 3501
PARKS DIRECTOR	DATE:	

E TREE PLANTING SCALE: 3/8\"/>



APPROVED BY:	POST FALLS STANDARDS FOR PARKS CONSTRUCTION	STANDARD DRAWING
<i>[Signature]</i> 01/04/21	BASELINE SURGE ARRESTOR INSTALLATION	NO. SD 3721
PARKS DIRECTOR	DATE:	

C BASELINE SURGE ARRESTOR SCALE: 1\"/>



APPROVED BY:	POST FALLS STANDARDS FOR PARKS CONSTRUCTION	STANDARD DRAWING
<i>[Signature]</i> 01/04/21	SHRUB PLANTING	NO. SD 3502
PARKS DIRECTOR	DATE:	

F SHRUB PLANTING SCALE: 3/4\"/>



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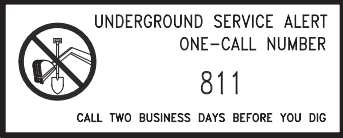


POST FALLS CEMETARY STREETSCAPE
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IRRIGATION (REV JAN 2022)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes piping, backflow prevention, valves, sprinklers, lawn sprinkler specialties, controls, and wiring.

1.3 DEFINITIONS

- A. Lateral Line Piping: Downstream from control valves to sprinklers, specialties, and drain valves. Piping is under pressure during flow.
B. Main Line Piping: Downstream from point of connection to water distribution piping to and including control valves. Piping is under water distribution system pressure.

- C. The following are industry abbreviations for plastic materials:

1. ABS: Acrylonitrile-butadiene-styrene plastic.
2. NP: Nylon plastic.
3. PE: Polyethylene plastic.
4. PP: Polypropylene plastic.
5. PTFE: Polytetrafluoroethylene plastic.
6. PVC: Polyvinyl chloride plastic.

1.4 SYSTEM PERFORMANCE REQUIREMENTS

- A. Minimum Water Coverage: 100 percent of turf and planting areas.
B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards, as is required to achieve full, even coverage without spraying onto buildings, sidewalks, fences, etc.
C. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties, unless otherwise indicated:

1. Main Line Piping: 200 psig.
2. Lateral Line Piping: 150 psig.

1.5 SUBMITTALS

- A. Product Data: For each type of product.
B. Record Drawings:

1. As installation occurs, prepare an accurate record drawing to be submitted prior to final inspection, including:
a. Detail and dimension changes made during construction.
b. Significant details and dimensions not shown in original Contract Documents.
c. Field dimensioned locations of valve boxes, quick-coupler valves, control wire runs not in mainline ditch, and both ends of sleeves.
d. Take dimensions from permanent constructed surfaces or edges located at or above finish grade.
e. Take and record dimensions at time of installation.
f. Submit record drawings to Landscape Architect for approval.
g. Reduce approved copy of record drawing to half-size, color key circuits, and laminate both sides with 5 mil thick or heavier plastic. Mount on ¼ inch plywood board. Drill two ½ inch holes at top of board and hang on hooks adjacent to controller or as directed by Landscape Architect.

- C. Operations & Maintenance Manual Data:

1. Instruction manual which lists complete instructions for system operation and maintenance, including winterizing.
2. Submit Operations and Maintenance Manual to Landscape Architect for approval.

- D. Test Reports: As specified in "Field Quality Control" Article in Part 3.

1.6 QUALITY ASSURANCE

- A. Product Options: Drawings indicate size, profiles, and dimensional requirements of lawn sprinkler piping components and are based on specific types and models indicated.
B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
C. Comply with requirements of local and federal requirements and authorities having jurisdiction for preventing backflow and back siphonage.
D. Comply with requirements of utility supplying water. Include tapping of water mains and backflow prevention.
E. Comply with ASTM F 645, "Guide for Selection, Design, and Installation of Thermoplastic Water Pressure Piping Systems."
F. Comply with NFPA 70, "National Electrical Code," for electrical connections between wiring and electrically operated devices.
G. Provide listing/approval stamp, label, or other marking on piping and specialties made to specified standards.
H. Listing and Labeling: Provide electrically operated specialties and devices specified in this Section that are listed and labeled.
1. The Terms "Listed" and "Labeled": As defined in NFPA 70, Article 100.
2. Listing and Labeling Agency Qualifications: A "Nationally Recognized Testing Laboratory" as defined in OSHA Regulation 1910.7.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport: Prepare valves according to the following:
1. Ensure that valves are dry and internally protected against rust and corrosion.
2. Protect valves against damage to threaded ends and flange faces.
3. Set valves in best position for handling. Set valves closed to prevent rattling.
B. During Storage: Use precautions for valves according to the following:
1. Do not remove end protectors unless necessary for inspection; then, reinstall for storage.
2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off ground or pavement in watertight enclosures when outdoor storage is necessary.
C. Deliver piping with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
D. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
E. Protect flanges, fittings, and specialties from moisture and dirt.
F. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.8 PROJECT CONDITIONS

- A. Perform site survey, research public utility records, and verify existing irrigation and utility locations.
B. Investigate and determine available water supply water pressure and flow characteristics.
C. Site Information: Reports on subsurface condition investigations made during design of project are available for informational purposes only; data in reports are not intended as warranties of accuracy or continuity of conditions (between soil borings). Owner assumes no responsibility for interpretations or conclusions drawn from this information.
D. Connection to existing irrigation system. Preserve and protect existing irrigation and maintain irrigation during construction. Notify owner of any disruptions longer than three days.
E. 2-wire connection to be the closest two-wire path, centrally located, to new irrigation.

1.9 SEQUENCING AND SCHEDULING

- A. Maintain uninterrupted water service to building. Arrange for temporary water shutoff with Owner, when necessary.
B. Maintain uninterrupted water service to irrigation system. Take measures, as appropriate to ensure no portion of the area under construction remains without irrigation for more than 4 days.
C. Coordinate connection to water main with Owner.
D. Coordinate piping materials, sizes, entry locations, and pressure requirements with building water distribution piping and fire-protection water piping.
E. Coordinate lawn sprinkler piping with work specified in Landscaping".
F. Coordinate lawn sprinkler piping with other utility work.
G. Install sleeves prior to installation of cast-in-place concrete site elements and paving.

1.10 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with work for storage and identified with labels describing contents. Deliver extra materials to Owner.
1. Sprinklers: Furnish one of each type installed.

2. Quick-Coupler Hose Swivels: Furnish one of each type of quick coupler installed.
3. Quick-Coupler Operating Keys: Furnish one for each type of quick coupler installed.

1.11 WARRANTY

- A. Standard one year guarantee shall include:
1. Filling and repairing depressions, replacing plantings and damaged hard surface areas (asphalt, concrete, etc.) due to settlement of irrigation trenches for one year following acceptance of Project.
2. System has been adjusted to supply proper coverage of areas to receive water.
3. System can be adequately winterized to protect from freeze damage.
4. Correct any malfunction within the one-year period, which is due to inferior or faulty material and/or workmanship.
1.12 OWNER'S INSTRUCTIONS
A. After system is installed and approved, instruct building maintenance personnel in complete operation and maintenance.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Plastic, Automatic Control Valves:
a. Hunter Industries
2. Control-Valve Boxes:
a. AMETEK; Plymouth Products Div.
b. Carson-Brooks Plastics, Inc.
c. NDS, Inc.
3. Quick Couplers:
a. Hunter Industries
4. Sprinklers:
a. Hunter Industries
5. Miscellaneous Specialties:
a. Hunter Industries
6. Controllers:
a. Existing 2-wire
7. Bronze Corporation Stops and Valves:
a. Watts Industries, Inc.; James Jones Co.
8. Tapping Sleeves and Valves:
a. United States Pipe & Foundry Co.

2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" and "Valve Applications" articles for application of pipe and tube materials, joining methods, and valve applications.

2.3 PIPES AND TUBES

- A. General: Applications of the following pipe and tube materials are indicated in Part 3 "Piping Applications" Article.
B. Galvanized Pipe Fittings: Epoxy-coated fittings
C. PVC Pipe: ASTM D 1785; PVC 1120 compound, Schedules 40 and 80.
2.4 PIPE AND TUBE FITTINGS
A. PVC Socket Fittings, Schedule 40: ASTM D 2466.
B. PVC Socket Fittings, Schedule 80: ASTM D 2467.
C. PVC Threaded Fittings: ASTM D 2464.
D. Transition Fittings: Manufactured assembly or fitting, with pressure rating at least equal to that of system and with ends compatible to piping where fitting is to be installed.
E. PVC Plastic Fittings: UL 1285 and AWWA C907, Class 150. Include elastomeric seals according to ASTM F 477.

2.5 JOINING MATERIALS

- A. Primers for PVC Piping Solvent-Cement Joints: ASTM F 656.
B. Solvent Cement for PVC Piping Solvent-Cement Joints: ASTM D 2564.
2.6 VALVES AND VALVE SPECIALTIES
A. Plastic Diaphragm Valves (Hunter ICV Series, size as indicated, or approved equal): Molded-plastic body, normally closed, with manual flow adjustment, and operated by 24-V, ac solenoid with Baseline Decoder.
B. Quick-Couplers: As indicated. Factory-fabricated, bronze or brass, two-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.
C. Control-Valve Boxes: Dark Green ABS box and cover, with open bottom, openings for piping, and designed for installing flush with grade. Include size as required for valves and service.
1. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3 inches maximum to 3/4 inch minimum.
2. Support Pavers: Concrete pavers - nominal size: 3"x4"x8".

2.7 SPRINKLERS

- A. Description: Manufacturer's standard sprinklers designed for uniform coverage over entire spray area indicated, at available water pressure.
B. Components: Brass or plastic housing and corrosion-resistant interior parts.
C. Pop-up, Rotary, Spray Sprinklers; Hunter MP Rotators and Pro Spray Series or approved equal: Gear drive, full-circle and adjustable part-circle types.
D. Drip Irrigation: Netafim Techline CV series or approved equal. Install Netafim and associated fittings and adapters per manufacturers specifications.

2.8 AUTOMATIC CONTROL SYSTEM

- A. Existing 2-wire controller: Baseline, 2-wire controller located at maintenance building.
1. Wiring: UL 493, Type UF, solid-copper-conductor, insulated cable, suitable for direct burial.
a. Control wires for valves - Regency's Maxi Cable 2-Wire or approved equal: Minimum #14.
1) Conductor: Tin coated, soft drawn bare copper (ASTM Spec. 33). Two (2) conductors Solid (14 awg)
2) Insulation: Polyvinylchloride (PVC)
3) Outer Jacket: Polyethylene (PE)
4) Temperature: Polyethylene (PE)
5) Voltage: 600 volts
b. Waterproof Wire Connectors: Acceptable Manufacturers:
1) DBY or DBR by 3M
2) King "One Step"
3) Equal as approved by Landscape Architect before bidding.
2. Decoders:
a. Valve Zone Decoder: Baseline BLLine Decoders.
1) Install per manufacturers specifications.
3. Lighting Protection:
a. Baseline - BL-LA01 - Direct Burial Surge Arrestor. Quantity and Spacing as per Manufacturer's Specifications.

2.9 BACKFLOW PREVENTER

- A. Manufacturer: Watts LF009 or approved equal.
a. Install per manufacturers specifications and local codes

PART 3 - EXECUTION

3.1 PREPARATION

- A. Set stakes to identify proposed lawn sprinkler locations. Obtain Landscape Architect's approval before excavation.

3.2 TRENCHING AND BACKFILLING

- A. Refer to Division 2 Section "Earthwork" for excavating, trenching, and backfilling.
B. Install piping and wiring in separate sleeves under sidewalks, roadways, and parking lots.
1. Install sleeves prior to installation of curbs, walks, and paving
2. Install piping sleeves by boring or jacking under existing paving where necessary.
C. Provide minimum cover over top of underground piping according to the following:
1. Main Line Piping: 24 inches min.
2. Lateral Line Piping: 18 inches.
3. Sleeves: 24 inches.

3.3 PIPING APPLICATIONS

- A. Install components having pressure rating equal to or greater than system operating pressure.
B. Main Line Piping: Use the following:
1. 4-inch NPS and Smaller: Schedule 40 PVC pressure-rated pipe, Schedule 80 PVC socket fittings, and solvent-cemented joints.
C. Lateral Line Piping: Use the following:

1. 2-Inch NPS and Smaller: Schedule 40 PVC pipe, Schedule 40 PVC socket fittings, and solvent-cemented joints.
D. Sleeves: Schedule 40 PVC pipe, Schedule 80 PVC socket fittings, and solvent-cemented joints.
E. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used in applications below, unless otherwise indicated.
F. Do not use flanges or keyed couplings for underground piping.
3.4 VALVE APPLICATIONS
A. Underground, Manual Control Valves: Bronze globe valve with control-valve service box and valve key.
B. Control Valves: Use the following:
1. 2-Inch NPS and Smaller: Rainbird PEB Series automatic control valve, size as indicated.

3.5 JOINT CONSTRUCTION

- A. Dissimilar Piping Material Joints: Construct joints using adapters or couplings that are compatible with both piping materials, outside diameters, and system working pressure.

3.6 PIPING INSTALLATION

- A. Locations and Arrangements: Drawings indicate location and arrangement of piping systems, which were used to size pipe and calculate friction loss, and other design considerations. Install piping as indicated, unless deviations are approved prior to construction.
B. Install piping free of sags and bends.
C. Install groups of pipes parallel to each other, spaced to permit valve servicing.
D. Install fittings for changes in direction and branch connections.
E. Install unions adjacent to valves and final connections to other components with 2-inch NPS or smaller pipe connection.
F. Install dielectric fittings to connect piping of dissimilar metals.
G. Lay piping on solid rock free subbase, uniformly sloped without humps or depressions.
H. Install PVC piping in dry weather when temperature is above 40 deg F. Allow joints to cure at least 24 hours at temperature above 40 deg F before testing, unless otherwise recommended by manufacturer.
I. Cut plastic pipe square. Remove burrs at cut ends prior to installation so unobstructed flow will result.
J. Make solvent weld joints per manufacturer's written specifications for types of PVC pipe joined.
1. Allow joints to set at least 24 hours before applying pressure to PVC pipe.
2. Tape threaded connections with teflon tape.
3. If pipe is larger than 2 inches, install concrete thrust blocks wherever change of direction occurs on PVC Main Line Piping, unless otherwise detailed on Drawings.

3.7 VALVE INSTALLATION

- A. Underground, Manual Isolation Valves: Install in manual, control-valve service box with shut off rod.
B. 1. Install controller, control wires, and valves in accordance with Manufacturer's recommendations and according to electrical code.
2. Install valves in plastic boxes with reinforced heavy duty plastic covers. Locate valve box tops at finish grade. Do not install more than two valves in single box. Locate valve boxes "square" to nearest adjacent walk, curb or building face and clustered valve boxes parallel to each other, at equal distances.
3. Place 6", minimum, of pea gravel below valve for drainage. Extend pea gravel 3 inches minimum beyond limits of valve box and maintain 4 inches minimum between bottom of valve and top of pea gravel. Set valve boxes over valve so all parts of valve can be reached for service. Set cover of valve box even with finish grade. Valve box shall be reasonably free from dirt and debris.
3.8 SPRINKLER INSTALLATION
A. Flush lateral line piping with full head of water and install sprinklers after hydrostatic test is completed.
B. Install lawn sprinklers 1" above finish grade.
C. Locate part-circle sprinklers to maintain a minimum distance of 6 inches from walls and 1-3 inches from other boundaries, unless otherwise indicated.

3.9 AUTOMATIC CONTROL SYSTEM INSTALLATION

- A. Install controllers according to manufacturer's written instructions and as indicated.
B. Wiring:
1. Tape control wire to side of main line every 10 feet. Where control wire leaves main or lateral line, enclose it in Class 200 PVC conduit.
2. Use waterproof wire connectors at splices and locate all splices within valve boxes.
3. Use white or gray color for common wire and other colors for all other wire. Each common wire may serve only one controller.
4. Extend 2-wire control wires 24 inches and leave neatly coiled and taped in each valve box.
5. Install #12 bare copper locator wire or equal approved by Landscape Architect prior to bid on top of mainline taped at 10' intervals. Place non-potable water locator tape 6" above all main line piping.
3.10 CONNECTIONS
A. Connect piping to valves, sprinklers, and specialties.
B. Connect water supplies to lawn sprinkler piping with backflow preventer at connection to potable-water supplies.
C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
D. Ground electric-powered controllers, valves, and devices.
1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
E. Arrange for electric-power connections to controllers, control valves, and devices that require power.

3.11 FIELD QUALITY CONTROL

- A. Testing: Hydrostatically test main line piping and valves before backfilling trenches. Piping may be tested in sections.
1. Test the system prior to final test with Landscape Architect. Notify Landscape Architect two working days prior to the test.
2. Leave all system joints, connections, etc., exposed until after completion and acceptance of the pressure test. Cap mainline and hydrostatically pressurize at 150 psi for 1 hour minimum. Visually check joints and connections for leaks. Repair all leaks, however minor. Cap all riser and/or triple swing joints during lateral test. Test all lateral lines at static pressure. Minimum time: 1 hour
3. Coverage Test: Perform a sprinkler coverage test to determine if the coverage and operation of the system is complete and satisfactory. The Landscape Architect will observe the test. Repair and replace any defective work. Substitute up to five percent (5%) of the total nozzles or fixed spray heads at the request of the Landscape Architect.

3.12 CLEANING AND ADJUSTING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.
B. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.
C. Carefully adjust lawn sprinklers so they will be flush with, or not more than 1/2 inch above, finish grade.
D. Adjust settings of controllers and automatic control valves.

3.13 COMMISSIONING

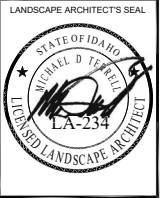
- A. Starting Procedures: Follow manufacturer's written procedures. If no procedures are prescribed by manufacturers, proceed as follows:
1. Verify that specialty valves and their accessories are installed and operate correctly.
2. Verify that specified tests of piping are complete.
3. Verify that sprinklers and devices are correct type.
4. Verify that damaged sprinklers and devices are replaced with new materials.
5. Verify that potable-water supply connections have backflow preventers.
6. Energize circuits to electrical equipment and devices.
7. Satisfactory test of backflow preventer in accordance with local regulations governing testing and acceptance of backflow prevention devices. Submit written results with Operations and Maintenance Manual.
8. Adjust operating controls.
9. Fully completed and approved Project Record Drawings.
10. Fully completed and approved Operations and Maintenance Manual.
11. Any other applicable requirement contained in the Specifications or Drawings.
B. ADJUSTING

1. Adjusting heads to proper grade when turf is sufficiently established to allow walking on it without appreciable harm. Such lowering or raising of heads shall be part of original contract with no additional cost to Owner.
2. Adjust sprinkler heads for proper distribution and trim so spray does not fall on building.
3. Adjust watering time of valves to provide proper amounts of water to all plants.
3.14 DEMONSTRATION
A. Demonstrate to Owner's maintenance personnel operation of equipment, sprinklers, specialties, and accessories. Review maintenance information.
B. Provide seven days' advance written notice of demonstration.
3.15 CLEANUP
A. Progressively clean the work site of debris and rubbish as work proceeds and upon completion of the work. Leave the site in a neat and orderly condition acceptable to the Landscape Architect.



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POST FALLS CEMETARY STREETSCAPE

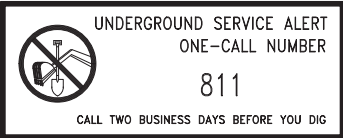
2834 N SPOKANE ST, POST FALLS, ID 83854
CITY OF POST FALLS

SPECIFICATIONS

REVISION	DATE
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JOB NUMBER	23-034
DATE	11/9/2023
DRAWN BY	JCS
CHECKED BY	MDT

SHEET #
L5.1



LANDSCAPING (REV JAN 2023)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
- B. Tree Protection
 - C. Trees
 - D. Shrubs
 - E. Lawns
 - F. Topsoil and soil amendments.
 - G. Fertilizers
 - H. Mulches
 - I. Stakes and guys.
 - J. Landscape edgings.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.
1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress.
2. Topsoil Analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.
3. Report suitability of topsoil for growth of applicable planting material. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate, compost, or other soil amendments to be added to produce a satisfactory topsoil.

- B. Measurements: Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size and smaller, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

1.4 SUBMITTALS

- A. Product Data: For each type of product.
1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
2. Certification of grass seed.
- a. Certification of each seed mixture for turfgrass sod and supplier.
3. Soils Product Data:
- a. Include recommendations for application and use.
 - b. Include test data substantiating that products comply with requirements.
 - c. Include sieve analyses for aggregate materials.
 - d. Material Certificates: For each type of imported soil, soil amendment and fertilizer before delivery to the site, according to the following:
 - Manufacturer's qualified testing agency's certified analysis of standard products.
 - Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SU1P #25.
 - Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.
4. Soils Test Results: Submit results for each planting soil with determination of required soil amendments
5. Fertilizer
6. Pesticides
7. Weed Control Fabric
8. Mineral Mulch
9. Tree staking
10. Landscape Edging

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
- B. Sod: Harvest, deliver, store, and handle sod according to the requirements of the American Sod Producers Association's (ASPA) "Specifications for Turfgrass Sod Materials and Transplanting/Installing."
- C. Trees and Shrubs: Deliver freshly dug trees and shrubs. Do not prune before delivery, except as approved by Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery. Do not drop trees and shrubs during delivery.
- D. Handle balled and burlapped stock by the root ball.
- E. Deliver trees, shrubs, ground covers, and plants after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.
- 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 2. Do not remove container-grown stock from containers before time of planting.
 - 3. Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.6 PROJECT CONDITIONS

- A. Utilities: Determine location of above grade and underground utilities and perform work in a manner which will avoid damage. Contact the Utilities Underground Location Center (811). Coordinate with local administration government staff to determine locations of existing utilities. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.
- C. Preserve and protect existing improvements from damage. Damage to other portions of the work shall be repaired at no additional cost to the Owner. On new work, damage shall be repaired by original installer.

1.7 COORDINATION AND SCHEDULING

- A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required. Do not plant when ground is frozen or muddy.

1.8 WARRANTY

- A. Special Warranty: Warrant the following living planting materials for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control.
- 1. Trees.
- B. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.
- C. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
- D. A limit of one replacement of each plant material will be required after Final Completion, except for losses or replacements due to failure to comply with requirements.
- 1.9 TREE MAINTENANCE
- A. Maintain trees by pruning (conducted by an ISA certified arborist), cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insect and disease. Maintain trees for the following period.
- 1. Maintenance Period: 45 days after date of Substantial Completion.
- 1.10 LAWN AND SEEDED GRASS AREA MAINTENANCE
- A. Begin maintenance of lawns immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods.
- 1. Seeded Grass: 45 days after date of Substantial Completion.
 - 2. Sodded Lawns: 30 days after date of Substantial Completion.
- B. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and resod bare or eroded areas to produce a uniformly smooth lawn.

- C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawns uniformly moist to a depth of 4 inches.
- 1. Water lawn at the minimum rate of 1 inch per week. Adjust watering schedule to accommodate changes in temperature.
- D. Mow lawns as soon as there is enough top growth to cut with mower set at specified height of 1 1/2". Repeat mowing as required to maintain specified height without cutting more than 30 percent of the grass height. Remove no more than 30 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet.
- E. Postfertilization: Apply fertilizer to lawn after first mowing and when grass is dry.
- 1. Use recommended fertilizer that will provide actual nitrogen of at least 1 lb per 1000 sq. ft. of lawn area at end of 30 day maintenance period.

PART 2 – PRODUCTS

2.1 TREES

- A. General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaded, fully-branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and discoloration.
- B. Grade: Provide trees and shrubs of sizes and grades conforming to ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.
- C. Label each tree and shrub with securely attached, waterproof tag bearing legible designation of botanical and common name.

2.2 SHADE AND FLOWERING TREES

- A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader; of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required.
- 1. Branching Height: 1/3 to 1/2 of tree height.
- B. Small Trees: Small upright or spreading type, branched or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1, and stem form as follows:
- 1. Form: Single stem except as noted on plan
 - 2. Provide balled and burlapped trees.

2.3 GRASS MATERIALS

- A. Sod: Certified turfgrass sod complying with ASPA specifications for machine-cut thickness, size, strength, moisture content, and mowed height, and free of weeds and undesirable native grasses. Provide viable sod of uniform density, color, and texture of the following turfgrass species, strongly rooted, and capable of vigorous growth and development when planted.
- 1. Product: Desert Green RB (Rye Bluegrass) or approved equal
- B. Hydrosed: turfgrass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerance. Seed Species Quality: State-certified seed of grass species as listed below for solar exposure.
- 1. Quality: Seed of grass species as listed below for solar exposure, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed. 50/50 mix kentucky bluegrass (Poa pratensis), a minimum of three cultivars and perennial rye (Lolium perenne).

C. Mulches:

- 1. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- 2. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 deciemsions/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows: Organic Matter Content: 50 to 60 percent of dry weight. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.
- 3. Fiber Mulch: Biodegradable, dyed wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- 4. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

2.4 TOPSOIL

- A. Topsoil, Type B: ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of roots, 3/4 inch or larger in any dimension, and other extraneous materials harmful to plant growth.
- 1. Existing topsoil, amended
 - 2. Supplemental Topsoil Source: Wittkopf Turf Builder Soil or approved equal. Import topsoil from off-site sources. Obtain topsoil from naturally well-drained sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

2.5 SOIL AMENDMENTS

- A. Compost: Decomposed, humus-like material of consistent size, stable, produced from the aerobic decomposition of (biosolids, yard wastes, agricultural residues, wood products and/or source-separated municipal solid waste) biodegradable products. Dark brown to black in color with no visible free water or dust produced during handling. Odor free. Fine compost of 5/8" minus, with an average 80% fines. Compost to be utilized to increase percentage of organic material in topsoil from 4% to 8%. Provide testing information indicating that:
- 1. ph: between 6.0 and 7%.
 - 2. Heavy (trace) metals:
 - a. Cadmium (Cd): not to exceed 3 ppm.
 - b. Lead (Pb): not to exceed 150 ppm.
 - c. Boron (B): not to exceed 150 ppm.
 - d. Calcium (Ca): not to exceed 50 meq.
 - e. Magnesium (Mg): not to exceed 12 meq.
 - f. Copper (Cu): not to exceed 750 ppm.
 - g. Zinc (Zn): not to exceed 1400 ppm.
 - 3. C:N ratio: not to exceed 20:1
 - 4. Organic Matter: in excess of 40% om (dry weight).
 - 5. Foreign Material:
 - a. Total foreign material: not to exceed .05%.
 - b. Plastics by weight: not to exceed .005%.
 - c. Salts: not to exceed 4 mmhos.
- B. Pre-Emergent Herbicide: Apply at Substantial Completion and Final Completion to all areas that receive top dressing. .
- C. Water: Potable.

2.6 FERTILIZERS

- A. Post Installation Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:
- 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight
 - 2. Planting Tablets: 21 gram Agriform 20-10-5. Install 6 per tree, 4 per shrub (1 gal-5 gal) and 3 per perennial (1 gal).

2.7 WEED CONTROL FABRIC

- A. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 4.8 oz./sq. yd, minimum, composed of fibers formed into a stable network so that fibers resist their relative position. Fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.
- B. Composite Fabric: Woven, needle-punched polypropylene substrate bonded to a nonwoven polypropylene fabric, 4.8 oz./sq. yd.

2.8 MULCHES

- A. Top Dressing:
- B. Mineral Mulch: Hard, durable stone, washed free of loam, sand, clay, and other foreign substances, of the following type and color. Install mulch level with adjacent finished grades. Install mulch at a 2" depth in areas as indicated on Landscape Plans. Submit sample for approval.
- 1. Type A: Basalt rock, clean.
 - a. Size: 4-6" Diameter
 - b. Color: natural gray

2.9 STAKES AND GUYS

- A. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preserved-treated softwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches by length indicated, pointed at one end.
- B. Guy Wire: ASTM A 641 (ASTM A 641M), Class 1, galvanized-steel wire, 2-strand, twisted, 0.106 inch (2.7 mm) in diameter.

- C. Tree Shrub Support Ties: Arborist by Despoilted, do not use Chain-lock style ties.
- D. PVC Pipe: Standard 3/4" schedule 200 pvc pipe located on all guy wires, 2" long.

2.10 LANDSCAPE EDGINGS

- A. Concrete mow curb.
- 1. 6" wide concrete mow curb as indicated on plans.

2.11 TREE PROTECTION MATERIALS

- A. Backfill Soil: Stockpiled soil from location shown on Drawings of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
- 1. Mixture: Well-blended mix of two parts stockpiled soil to one part planting soil.
 - 2. Planting Soil: Planting soil as specified in Section 329113 "Soil Preparation"
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
- 1. Type: Wood and bark chips.
 - 2. Size Range: 3 inches maximum, 1/2 inch minimum.
 - 3. Color: Natural.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements:
- 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.
 - a. Height: 48 inches.
 - b. Color: High-visibility orange, nonfading.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 TREE PROTECTION ZONE PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Tie a 1-inch blue vinyl tape around each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
- 1. Apply 2-inch uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.
- D. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people and animals from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
- 1. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Landscape Architect.

- E. Maintain protection zones free of weeds and trash.
- F. Maintain protection zone fencing in good condition as acceptable to Landscape Architect and remove when construction operations are complete and equipment has been removed from the site.

- 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
- 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer as long as access is permitted.

- G. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in this specification

- 1. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.
- 2. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.
- 3. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- 4. Prune tree roots that are affected by temporary and permanent construction. Prune roots.
- 5. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
- 6. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
- 7. Cover exposed roots with burlap and water regularly.

- K. Backfill as soon as possible according to requirements
- L. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.
- M. Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations.

- 1. Submit details of proposed pruning and repairs.
- 2. Perform pruning of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
- 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.

- N. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
- 1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures 6 inches or smaller in caliper size.
 - 2. Large Trees: Provide two new tree(s) of 4-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
- O. Plant and maintain new trees as specified
- P. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 2-inch uniform thickness to remain.
- Q. Soil Aeration: When directed by Landscape Architect, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch-diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augered soil and sand.

3.3 PREPARATION

- A. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, and secure Landscape Architect's acceptance before the start of planting work. Make minor adjustments as may be required.

3.4 PLANTING SOIL PREPARATION

- A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
- B. Mix soil amendments and fertilizers with topsoil at rates indicated. Delay mixing fertilizer if planting does not follow planing of planting soil within a three days.
- C. For tree pit or trench backfill, mix planting soil before backfilling and stockpile at site.
- D. For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.5 LAWN PLANTING PREPARATION

- 1. Limit subgrade preparation to areas that will be planted in the immediate future.
 - 2. Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous materials.
 - 3. Spread topsoil soil mixture to 2" depth, meet grades, and elevations shown, after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen.
 - 4. Place approximately 1/2 the thickness of planting soil mixture required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil mixture.
 - 5. Allow for sod thickness in areas to be sodded.
- D. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare soil as follows:
- 1. Remove debris from existing grass, vegetation, and turf. Do not turn over into soil being prepared for lawns.
 - 2. Till surface soil to a depth of at least 4 inches. Apply 2" of topsoil and initial fertilizers and mix thoroughly into top 4 inches of soil. Add sufficient amounts of topsoil to bring elevations up to finish grade and till into amended soil. Trim high areas and fill in depressions.
 - 3. Clean surface soil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - 4. Remove mulched material, including grass, vegetation, and turf, and legally dispose of it off the Owner's property.
- E. Preparation of areas damaged by construction: See above.
- F. Grade lawn and grass areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1 inch in any dimension, and other objects that may interfere with planting or maintenance operations.
- G. Establish prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- H. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.6 EXCAVATION FOR TREES AND SHRUBS

- A. Pits and Trenches: Excavate with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation.
- 1. Balled and Burlapped Trees and Shrubs:
 - a. Remove all burlap and twine from the rootball after plant has been placed in the planting hole.
 - b. Slice the rootball vertically at three locations to eliminate circling roots.
 - c. See Details for planting installation.
 - 2. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill.
- C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.
- E. Fill excavations with water and allow to percolate out, before placing setting layer and positioning trees and shrubs.

3.7 GRASS INSTALLATION

- A. Hydrosedding: Mix specified seed, commercial fertilizer, and fiber mulch in water, using equipment specifically designed for hydrosed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application. Mix slurry with fiber-mulch manufacturer's recommended tackifier. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that much component is deposited at not less than 2000-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.
- B. Sodding: Lay sod within 24 hours of harvesting unless a suitable preservation method is accepted by Architect prior to delivery time. Do not lay sod if dormant or if ground is frozen or muddy. Lay sod to form a solid mass with tightly fitted joints. But ends and sides of sod, do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and rolllightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass. Lay sod across slopes exceeding 1:3. Anchor sod on slopes exceeding 1:6 with wood pegs spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to no maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.8 PLANTING TREES AND SHRUBS

- A. Planting: Balled and burlapped container stock
- 1. Planting and root ball depths as per ANSI Z60.1.
 - 2. Prior to planting, fill hole with water and verify that water drains away within two hours so there will be no drainage problem after tree or shrub is planted. Inform Landscape Architect in writing if water does not drain properly. Do not plant trees or shrubs in holes that do not properly drain.
3. Removing Binders & Containers
- a. Remove wire basket and burlap binders. After placement in planting hole, cut wire basket and remove. Remove all burlap from planting hole.
 - b. Remove entirely plastic and twine binders from around root ball and the planting hole.
 - c. Remove entirely wood boxes from around root ball. Remove box bottoms before positioning plant in hole. After plant is partially planted, remove remainder of box without injuring root ball.
- 4. Plant immediately after removing binding material and containers. Place trees and shrubs in holes so, after watering and settling, top of root ball shall be approximately one inch higher than finished grade.
 - 5. Properly cut off broken or frayed roots. Loosen rootballs and spread roots into surrounding backfill soil. Make three, even, vertical cuts through rootball from top to bottom.
 - 6. Center plant in hole and backfill with specified planting mix. Make ring of mounded soil around hole's perimeter to form watering basin.
 - 7. Add planting tablets in plant pit as follows. Place tablets in relation to root ball as recommended by Manufacturer:
 - a. 1/2/3 Gallon shrub: 1 tablet
 - b. 5 Gallon Shrub/Tree: 3 tablets
 - c. 1"-3" Cal. Trees: 4 tablets
 - d. 3" Cal. Trees and larger: 6 tablets
 - 8. Settle by firming and watering to bring top of ball down to one inch higher than surrounding soil.
 - 9. Do not use muddy soil for backfilling.
 - 10. Make adjustments to placement of plants as directed by Landscape Architect.
 - 11. Thoroughly water trees and shrubs immediately after planting.
 - 12. At base of each tree, leave 24 inch diameter circle free of any grass.
 - 13. Dish and tamp top of backfill to form a 3-inch high mound around the rim of the pit. Do not cover top of root ball with backfill. Cover area around tree with 2" of mulch. Do not pile mulch against trunk of tree.

3.9 TREE AND SHRUB PRUNING

- A. Prune, thin, and shape trees and shrubs as determined by ISA certified arborist as provided by Landscape Architect or Contractor. Arborist to coordinate pruning with local administration government staff prior to beginning work.
- 1.10 TREE AND SHRUB GUYING AND STAKING
- A. Upright Staking and Tying: Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip-out. Use a minimum of 2 stakes of length required to penetrate at least 36 inches below bottom of backfilled excavation and to extend at least 96 inches above grade. Set vertical stakes and space to avoid penetrating balls or root masses. Support trees with approved manufactured arbor tape at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

- B. Guying and Staking: Guy and stake trees exceeding 6 feet and more than 1 1/2-inch caliper unless otherwise indicated. Securely attach no fewer than 2 guys to stakes 30 inches long, driven to grade. See detail in drawings.

3.11 POST PLANTING WEED CONTROL

- A. Notify Landscape Architect one week prior to application of any herbicide.
- B. Apply specified pre-emergent herbicide to all mulched, shrub and ground cover planting areas and grass-free areas at tree bases after completion of planting.
- 1. Substantial Completion: Apply to all areas indicated per manufacturers recommended rate.
 - 2. Final Completion or three months from date of first application.
- C. Areas shall be free of existing weed growth prior to application of herbicide. Remove weeds from shrub beds by pulling or hoeing. Restore mulch depth as indicated on plans.

3.12 MULCHING

- A. Mulch backfilled surfaces of pits, trenches, planted areas, and other areas indicated.
- B. Mulch: Apply the following average thickness of mineral mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems. Apply mulch to all shrub and planter beds in areas as indicated on plans.

3.13 CLEANUP AND PROTECTION

- A. During landscaping, keep pavements clean and work area in an orderly condition.
- B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection zones and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

3.15 PLANTING SOIL AMENDMENTS SCHEDULE

- A. Tree Pits or Trenches: Provide soil amendments in not less than the following quantities:
- 1. 2" depth of compost in top 6" of topsoil (imported or native)
- B. Ground Cover and Planting Beds: Provide soil amendments in not less than the following quantities:
- 1. 2" depth of compost in top 6" of topsoil (imported or native)
 - 2. Weight of commercial fertilizer per 1000 sq. ft.: As directed by soil test.
- C. Lawns: Provide soil amendments in not less than the following quantities:
- 1. 2" depth of compost in top 4" of topsoil (imported or native)
 - 2. Weight of commercial fertilizer per 1000 sq. ft.: As directed by soil test.

3.16 PLANT SIZE/GALLON CHART MINIMUM REQUIREMENTS/TOLERANCES

- A. Plant Requirements for minimum planting standards
- B. Reference: American Standard for Nursery Stock, ANZI Z60.1-2014
- C. Deciduous and Evergreen Shrubs

Container (gallon) size	Minimum Height or Spread	Minimum spread of roots or root ball diameter
4" Plug	6 in.	3 in.
#1	6 in.	4 in.
#2	12 in.	6 in.
#3	18 in.	10 in.
#5	24 in.	12 in.

D. Deciduous Trees

Caliper size	Average Height Range	Minimum spread of roots or root ball diameter
1 1/2 in.	8 to 12 ft.	12 in.
1 3/4 in.	8 to 12 ft.	13 1/8 in.
2"	9 to 14 ft.	24 in.
2 1/2 in.	10 to 14 ft.	28 in.
3"	11 to 16 ft.	32 in.

E. Evergreen Trees

Average Height Range	Minimum Spread
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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: 4th Avenue and Idaho Street Roundabout Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the 4th & Idaho Roundabout project. The Agreement sets forth the typical expectations of the Developer of the project, and sets forth the responsibilities of the Developer and the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Final CIA for Signature 3.13.24

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

CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho, 83854 and **AWL, LLC** (hereinafter the "Developer"), enter into this Agreement effective the _____ day of _____, 20____, respecting the development of the **4th Avenue & Idaho Street Roundabout**, the Project, affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for dedication and construction of public improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with ordinances of the City of Post Falls

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

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

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

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

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

WHEREAS, no Certificates of Occupancy shall be issued until all improvements as outlined in this agreement and necessary for public health and safety are constructed and substantially complete; and,

WHEREAS, the Owner is deemed to have satisfied the zoning requirements of the project when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or if allowed by the city thru 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 Developer seeks the City's agreement to enter in a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of the Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS AND FEES

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

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 **ENGINEER'S RELATION TO THE CITY**

Notwithstanding any other agreement, an engineer retained by the Developer to perform the work required to be completed by the Developer under this Agreement shall not be deemed an agent, employee, partner or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and that the City is a third party beneficiary. The Developer shall require the Engineer's duties to include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 **DEVELOPER'S RESPONSIBILITY**

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

1.06 **ALLOCATION OF LIABILITY**

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

1.07 **DISCLAIMER OF WARRANTY**

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

1.08 **NON-DISCRIMINATION**

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

1.09 **COST OF DOCUMENTS**

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

1.10 **PUBLIC UTILITIES**

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

1.11 **TIME IS OF THE ESSENCE**

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

1.12 **ASSIGNMENTS**

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign or delegate its duties under this Agreement:
 - 1. To the extent that applicable codes require that assignments of contract rights be allowed;

2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

1.13 **DEFAULT – CITY’S REMEDIES**

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

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

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

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer.

2. Developer shall be liable to the City for any costs thus incurred. The City may deduct any cost incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13A4.
3. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
4. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 **NON-WAIVER**

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

1.15 **INTERPRETATION**

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

1.16 **EFFECT OF STANDARD SPECIFICATIONS**

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

1.17 **AMENDMENT**

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

1.18 **JURISDICTION – CHOICE OF LAW**

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

1.19 **SEVERABILITY**

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

1.20 **INTEGRATION**

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

1.21 **DEFINITIONS**

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

- A. “Improvements” mean all work, which the Developer is required to perform by this Agreement.
- B. “City Improvements” means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. “Private Utility Improvement” means improvements owned, maintained and operated by a private utility or by a private owner or owner’s association.
- C. “City” for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.

- D. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- E. "Final Acceptance" by the City means that the City is satisfied that **all** improvements required by this Agreement and Title 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 **APPROVALS AND CONSENTS**

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

1.23 **ATTORNEY FEES**

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 **RECORDING**

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

2.02 **PERFORMANCE GUARANTY**

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.03, 2.04 and 2.05. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.
- B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way.

C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimate, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer. The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls; utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements which accord with the requirements of ordinances of the City of Post Falls. Evidence of such surety shall be attached hereto and be labeled Attachment

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

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

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

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

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

2.03 **PERFORMANCE BOND**

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

2.04 **ESCROW**

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

2.05 **LETTER OF CREDIT**

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

2.06 **PREREQUISITES OF CONSTRUCTION**

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until approval by all other agencies as required to construct the required improvements have been obtained and this Agreement has been completed and signed by the Developer and the City and all public works inspection fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Public Works Inspection Fee Summary.

2.07 **ENGINEER**

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

2.08 **PLANS AND SPECIFICATIONS**

- A. The Developer shall submit to the city, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.
- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.

- C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. The City will endeavor to provide a complete and thorough review of all plans and specifications; however, ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.

2.09 **QUALITY CONTROL PROGRAM**

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

2.10 **WORK SCHEDULE**

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

2.11 **MATERIALS**

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the Post Falls Standards for Public Works Construction.

- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with city standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to the City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.12 **GENERAL STANDARDS OF WORKMANSHIP**

- A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091 instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which in the exercise of reasonable engineering judgment, require a modification of, or substitution for approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the Project not otherwise subject to this Agreement in accordance with applicable statutes, ordinances or specifications.

2.13 **PLACEMENT OF UTILITIES**

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

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

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

2.15 **SURVEYOR**

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

2.16 **REQUIRED REPORTING**

A. *Quality Control*

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

B. *Construction Progress*

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

C. *Surveys*

The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.

D. *Well Logs/Test Hole Logs*

The Developer shall furnish the City copies of all well and test hole logs required for any purpose during the Project.

E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results and construction quality control data as indicated with the City's Engineering Project Certification and Quality Control provision.

2.17 **PROGRESS PAYMENTS**

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

2.18 **OBSERVANCE**

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

2.19 **STOP WORK ORDERS**

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.
- B. A stop work order shall remain in effect until the city approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

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

2.20 **ACCESS**

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

2.21 **MAINTENANCE**

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

2.22 **OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE**

- A. Before final acceptance, the City may enter upon, inspect, control and operate any improvement if the city determines that such action is necessary to protect the public's health, safety and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the city, nor shall the action affect in any way the Developer's warranty under this Agreement.

- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the city or other responsible public agency or have been completed as required by this Agreement.

2.23 **TIME**

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 **PREREQUISITES TO ACCEPTANCE**

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

3.02 **SURVEY MONUMENTS AND AS-BUILT DRAWINGS**

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

3.03 **CERTIFICATE OF COMPLIANCE**

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

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

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

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

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

3.06 **INSPECTION**

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

3.07 **CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS**

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

3.08 **DEVELOPER'S WARRANTY**

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

3.09 **WARRANTY GUARANTY**

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

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

3.10 **CITY'S REMEDIES UNDER WARRANTY**

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.
- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.

- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.
- D. In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

3.11 **CONDITIONS OF REIMBURSEMENT**

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

3.12 **AUTHORITY**

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

DEVELOPER

AWL, LLC

621 W. Mallon Ave #509
Spokane, WA 99201
(509) 624-1170

CITY

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____

BY: _____

ATTEST:

WITNESS:

City Clerk

Print Name: _____

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

DEVELOPER ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss

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

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

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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

4th Ave & Idaho Rd Roundabout

Developer to submit legal property description and reduced site plan.

ATTACHMENT "A"

EXHIBIT A
LEGAL DESCRIPTION
of
RIGHT-OF-WAY DEDICATION

AWL, LLC
TO
THE CITY OF POST FALLS

February 5, 2024

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

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

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

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

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

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

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

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

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

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

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

thence North $89^{\circ}03'59''$ West along said southerly right-of-way line and said easterly extension, a distance of 115.11 feet;

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

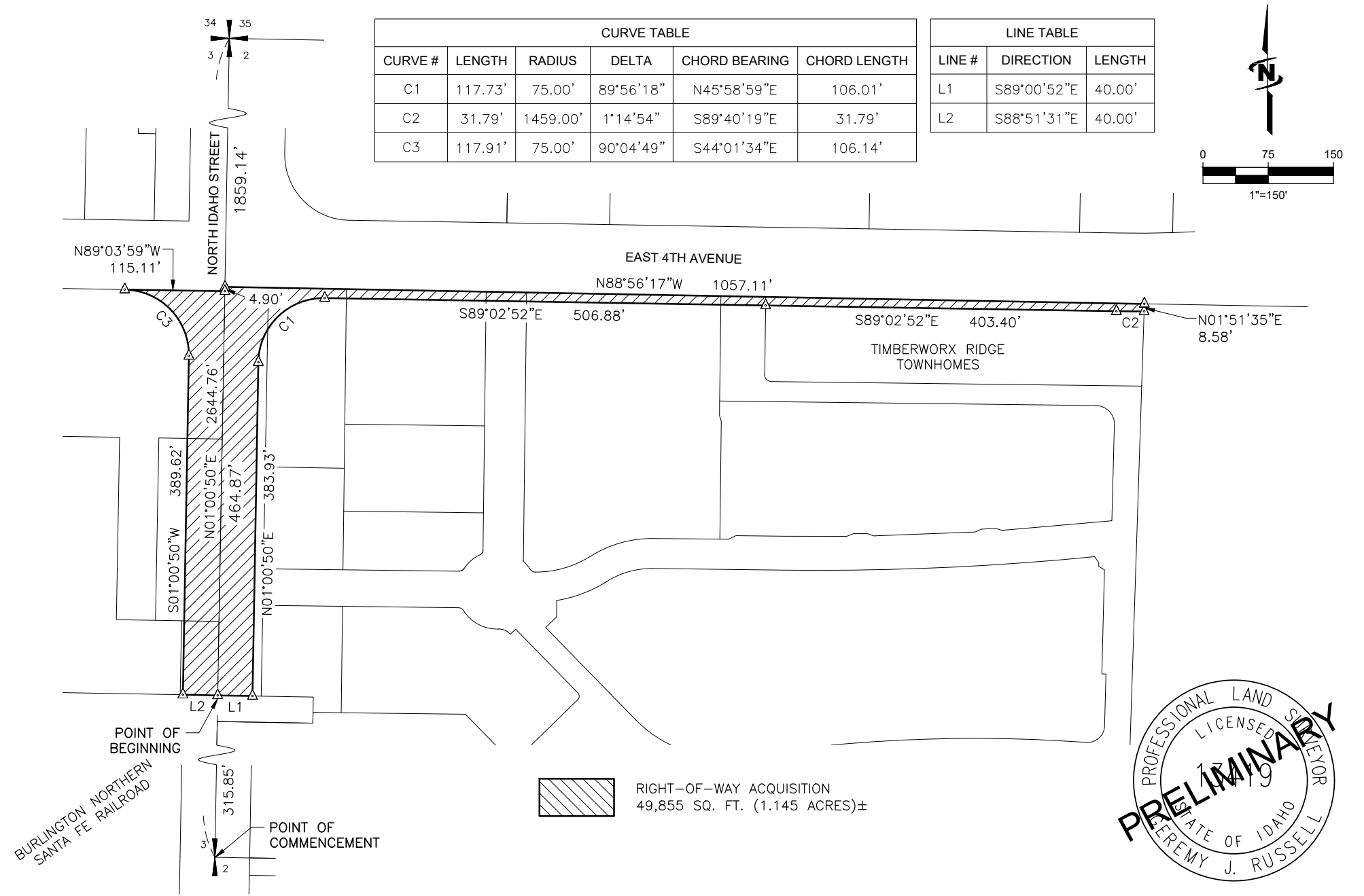
thence South $01^{\circ}00'50''$ West, a distance of 389.62 feet, more or less, to the northerly right-of-way line of the Burlington Northern and Santa Fe Railroad;

thence South $88^{\circ}51'31''$ East along said northerly right-of-way line, a distance of 40.00 feet, more or less, to the POINT OF BEGINNING;

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

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





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

AWL, LLC

FOR

4th Ave & Idaho Rd Roundabout

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES FOR

4th Ave & Idaho Rd Roundabout

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: **\$ 1,408,255.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 133,640.00**
3. Other improvements for which bonding are required: **\$ 22,300.00**
4. Street trees within public right-of-way: **\$ 13,500.00**
5. Total cost of improvements: **\$ 1,577,695.00**
6. Warranty amount: **\$ 78,884.75**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

4th Ave & Idaho Rd Roundabout

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



ENGINEER'S OPINION OF PROBABLE COST

PROJECT: 4th And Idaho Roundabout
DESCRIPTION: Preliminary Estimate for Civil Improvement Agreement for Public Improvements
CLIENT: A&A Construction and Development

DATE: 3/8/2024

J-U-B PROJ. NO.: 20-22-025

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES	
		ITEM COST	TOTAL COST
	Other Improvements for which Bonding Are Not Required		\$284,780
1	MOBILIZATION	\$143,700	
2	SURVEY	\$20,000	
3	DEMOLITION	\$96,080	
4	TRAFFIC CONTROL	\$25,000	
	Total Cost of Improvements Not Required for Bonding		\$284,780
	Public Improvements to be Owned and Operated by the City of Post Falls		\$1,213,255
5	SANITARY SEWER	\$26,340	
6	DOMESTIC AND FIRE WATER	\$39,060	
7	STORM DRAINAGE	\$106,625	
8	STRIPING AND SIGNAGE	\$76,750	
9	ASPHALT PAVING AND SUBGRADE ROCK	\$263,458	
10	PLANTING AND IRRIGATION (EXCLUDING TREES)	\$139,200	
11	SITE CONCRETE	\$561,822	
	Public Utilities to be Owned, Operated and Maintained by a Utility Other Than the City of Post Falls		\$328,640
12	ELECTRICAL SERVICE	\$328,640	
	Other Improvements for which Bonding Are Required		\$22,300
13	EROSION CONTROL	\$22,300	
	Street Trees Within Public Right-of-Way		\$13,500
14	STREET TREES	\$13,500	
	Total Cost of Improvements		\$1,577,695
	Warranty Amount (5% of Total Cost)		\$1,656,580

Note: Assumes all pipe trenching, backfill, compaction, pipe bedding and trench safety is included in unit price.
Does not include any hazardous abatement.
Does not include Material Testing.

CCH

J-U-B ENGINEERS, INC.

7825 MEADOWLARK WAY, COEUR D'ALENE, IDAHO 83815 (208) 762-8787



ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	4th And Idaho Roundabout
DESCRIPTION:	Preliminary Estimate for Civil Improvement Agreement for Public Improvements
CLIENT:	A&A Construction and Development
DATE:	3/8/2024
J-U-B PROJ. NO.: 20-22-025	

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
	Other Improvements for which Bonding Are Not Required				\$284,780
1	MOBILIZATION				\$143,700
	Mobilization (8% of Civil/Landscaping Total)	1	LS	\$143,700	\$143,700
2	SURVEY				\$20,000
	Construction Staking	1	LS	\$20,000	\$20,000
3	DEMOLITION				\$96,080
	Site Demolition & haul-off	1	LS	\$95,000	\$95,000
	Saw Cutting	180	LF	\$6	\$1,080
4	TRAFFIC CONTROL				\$25,000
	Traffic Control	1	LS	\$25,000	\$25,000
	Total Cost of Improvements Not Required for Bonding				\$284,780



ENGINEER'S OPINION OF PROBABLE COST

PROJECT: 4th And Idaho Roundabout
DESCRIPTION: Preliminary Estimate for Civil Improvement Agreement for Public Improvements
CLIENT: A&A Construction and Development
DATE: 3/8/2024
J-U-B PROJ. NO.: 20-22-025

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
	Public Improvements to be Owned and Operated by the City of Post Falls				\$1,213,255
5	SANITARY SEWER				\$26,340
	Sanitary Sewer Manhole	1	EA	\$4,100	\$4,100
	Adjust Existing Sewer Manhole Lid	1	EA	\$1,300	\$1,300
	8" PVC Sanitary Sewer Pipe	270	LF	\$72	\$19,440
	8" Sewer pipe Cap and Mark	1	EA	\$1,500	\$1,500
6	DOMESTIC AND FIRE WATER				\$39,060
	Adjust existing cast iron valve covers	3	EA	\$800	\$2,400
	8" PVC Water Main	330	LF	\$72	\$23,760
	1.5" Valve	1	EA	\$2,800	\$2,800
	1.5" Irrigation Meter	1	EA	\$8,000	\$8,000
	8" Water Cap and Mark	1	EA	\$2,100	\$2,100
7	STORM DRAINAGE				\$106,625
	Catch Basin	10	EA	\$2,400	\$24,000
	Single Depth Drywell	4	EA	\$4,500	\$18,000
	Double Depth Drywell	1	EA	\$5,600	\$5,200
	8" PVC Pipe	545	LF	\$65	\$35,425
	8'x15' Splash Pad	3	LS	\$8,000	\$24,000
8	STRIPING AND SIGNAGE				\$76,750
	ROW Roadway Striping	6,750	LF	\$1	\$6,750
	MMA (Methyl Methacrylate) - Traffic Paint	650	SF	\$16	\$10,400
	Roadway Symbols (ADA, biker + arrow)	11	EA	\$100	\$1,100
	RRFB Ped Crossing Signage	2	EA	\$12,000	\$24,000
	Roadway Signage	46	EA	\$750	\$34,500
9	ASPHALT PAVING AND SUBGRADE ROCK				\$263,458
	Crushed Surfacing Top Course (6") - Standard Duty	1,884	TON	\$62	\$116,782
	Asphalt Pavement (3")	1,012	TON	\$145	\$146,676
10	PLANTING AND IRRIGATION				\$139,200
	Other Site Plantings	1	LS	\$25,000	\$25,000
	Site Irrigation	1	LS	\$45,000	\$45,000
	Tree Grates	13	EA	\$3,400	\$44,200
	Decorative Rock/Boulders	1	LS	\$25,000	\$25,000
11	SITE CONCRETE				\$561,822
	Sidewalk with 4" thickness and 2" CSTC	1,583	SY	\$95	\$150,417
	Decorative Concrete Pavement (Truck Apron and Crosswalk)	394	SY	\$200	\$78,889
	Splitter Island Concrete	327	SY	\$85	\$27,767
	Concrete ADA Ramps with Truncated Domes	29	EA	\$3,500	\$101,500
	Bike Ramp with Truncated Domes	6	EA	\$500	\$3,000
	Truck Apron Curb	302	LF	\$75	\$22,650
	Central Island Curb	220	LF	\$155	\$34,100
	Standard Straight Curb	745	LF	\$70	\$52,150
	Rolled Curb	50	LF	\$75	\$3,750
	Concrete Curb and Gutter	1,990	LF	\$40	\$79,600
	Curb Cuts	8	EA	\$1,000	\$8,000

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

AWL, LLC

The Developer will be performing the majority of required improvements prior to Certificate of Occupancy. A surety company will post a performance guaranty acceptable to the City for the improvements per Section 2.02.

ATTACHMENT "D"

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

AWL, LLC

FOR

4th Ave & Idaho Rd Roundabout

CONSTRUCTION DRAWINGS

Plans Titled: **4th Ave & Idaho Rd Roundabout**

Dated: **3/13/24**

By: **Cole Henderson, P.E. and Brian Klatt, P.E.**

Sheets 1 through 61.

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

AWL, LLC

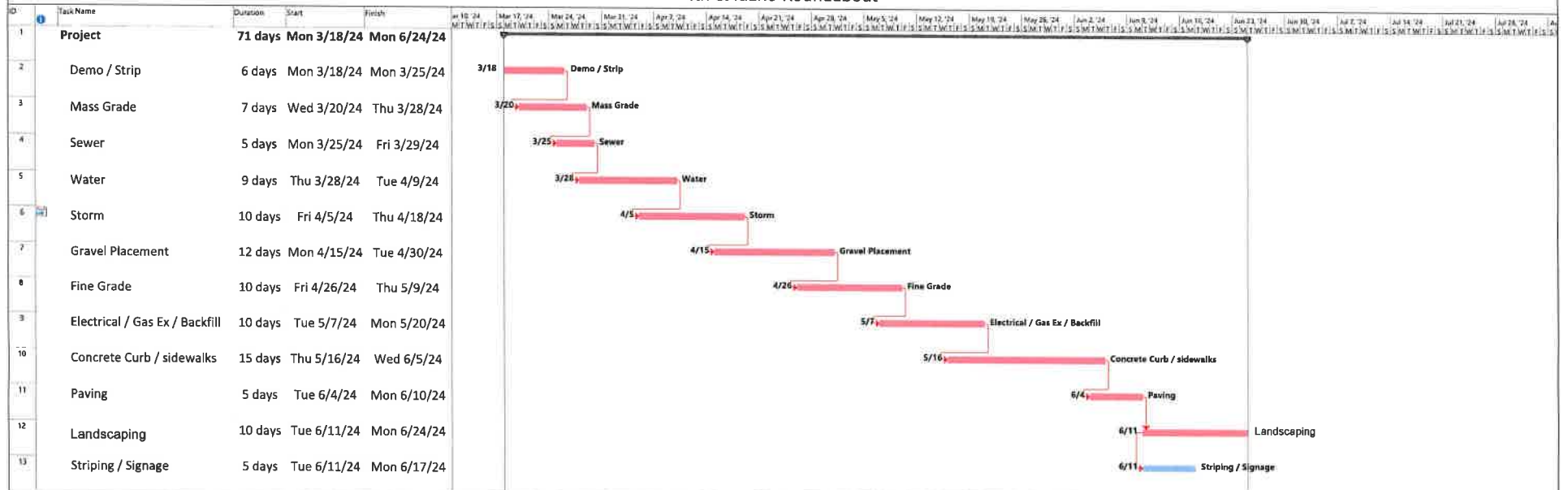
FOR

4th Ave & Idaho Rd Roundabout

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

4th & Idaho Roundabout



Project: 4th & Idaho Roundabout
Date: Thu 1/11/24

Task	Summary	Inactive Milestone	Duration only	Start only	External Milestone	Critical Split
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish only	Deadline	Progress
Alt Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Manual Progress

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

AWL, LLC

FOR

4th Ave & Idaho Rd Roundabout

ENGINEERING SERVICES FEE SUMMARY

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

Items	Units	Quantity	Base Fee	Rate (\$/unit)	Total
Utility ROW			100		0
Commercial ROW		1	350		350
Residential ROW			150		0
Utility Trench					973.25
	1-200ft		250	0	0
	201-400 ft		350	0	0
	401-600 ft		400	0	0
	601-800 ft		450	0	0
	>800 ft	1145	0	0.85	973.25
Curb and Gutter		3307	150	0.6	2134.2
Sidewalk/Approaches		20736	150	0.6	12591.6
Swales and Drywells					
	Swale	830	150	0.2	316
	Drywell	5	0	60	300
Pavement		2174	150	0.5	1237
Water Pressure Test		1	0	120	120
Sewer Pressure Test		1	0	120	120
Street Trees		15	0	40	600
Total					18742.05

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

AWL, LLC

FOR

4th Ave & Idaho Rd Roundabout

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Cole Henderson, P.E. and Brian Klatt, P.E.**

ENGINEERING FIRM: **J-U-B Engineers, Inc.**

ADDRESS: **7825 Meadowlark Way**

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

PHONE NO.: **(208) 762-8787**

E-MAIL ADDRESS: **chenderson@jub.com**

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

AWL, LLC

FOR

4th Ave & Idaho Rd Roundabout

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

AWL, LLC

FOR

4th Ave & Idaho Rd Roundabout

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of _____)
County of _____)
SS

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

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

Signature

Print Name

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

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

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

AWL, 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: **Cobra Head (100w Equivalent LED)**

11 lights X 12 months X **\$ 13.18** per month = **\$ 1739.76**

Street light type: **Antique Decorative Pedestrian Light**

13 lights X 12 months X **\$ 13.18** per month = **\$ 2056.08**

TOTAL = **\$ 3795.84**

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

AWL, LLC

FOR

IRRIGATION SYSTEMS

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size	<u>1.5 inch</u>
Capitalization Fee Based Upon Service Line Size	<u>\$ 11,323.00</u>
Meter Fee	<u>\$ 691.00</u>
Total Irrigation Connection Fee	<u>\$ 12,014.00</u>

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

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

AWL, 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 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: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Retail Village - Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This amendment reflects the construction phase of the Retail Village 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. The application for plat submitted by Corhaven 41, LLC.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Original CIA went to Council on 11/21/23.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Final CIA for Signature

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

SUPERSEDING CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Corhaven 41, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Retail Village**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER

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

CITY

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

WHEREAS, this Construction Improvement Agreement replaces the prior three Construction Improvement Agreements executed for Retail Village I, II and III, dated 11/21/23 respectively. This consolidated agreement now makes up the development now referred to as Retail Village.

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

WHEREAS, Title 17, Subdivisions, of the Post Falls City Code requires certain common improvements to be provided by the Owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

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

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded or adequate surety provided; and no Certificates of Occupancy will be issued until the plat has been recorded and all improvements necessary for public health and safety are constructed and substantially complete. Said requirement shall not prohibit construction of a pre-approved model home or other demonstration project provided that it is not intended for sale or occupancy before all subdivision improvements are substantially complete and adequate life safety measures are addressed; and

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

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

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

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

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

The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls: utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements in accordance with the requirements of ordinances of the City of Post Falls. Evidence any required surety at the time of execution of this Agreement shall be attached hereto and be labeled Attachment D.

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to

control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. The required evidence of insurance shall be attached hereto as Attachment E.

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

- A. In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.
- B. In selling property or improvements in the subdivision, the Developer shall not discriminate against any person on the basis of disability, race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - 2. Except as provided in subsections 3 and 4 below, if the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or

freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.
4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.

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

1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.
2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

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

1.15 INTERPRETATION

A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as

binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.

B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:

1. Documents, appendixes, or sections titled "Special Provisions".
2. Article II of this Agreement, titled "IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES" and Article III of this Agreement titled "FINAL ACCEPTANCE OF IMPROVEMENTS".
3. Article I of this Agreement titled "GENERAL PROVISIONS".
4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

- A. "Improvements" mean all work, which the Developer is required to perform by this Agreement.
- B. "City Improvements" means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. "Private Utility Improvement" means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner's association.
- D. "City", for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.
- E. "Acceptance", by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- F. "Final Acceptance" by the City means that the City is satisfied that all improvements required by this Agreement and Titles 17 and 18 of the Post Falls Municipal Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in one of the forms specified by Post Falls Municipal Code as described in paragraphs 2.02.D.1, 2.02.D.2, or 2.02.D.3. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein. The City may choose to not release surety less than 25% of the surety amount until all final project items are complete – including final as-builts and certification.
- B. The City Engineer may require a guaranty be established prior to any work within the existing rights of way commencing and prior to the Developer providing a guaranty for the purposes of recording the plat. The purpose of this guaranty is to allow the City remedy under Section 1.13.
- C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:

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

- 1. PERFORMANCE BOND - The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City. The bond shall name the City as the sole obligee and the Developer as the principal.
- 2. ESCROW - The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City.

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

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

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

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

2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until approval by all other agencies as required to construct the required improvements have been obtained and this Agreement has been completed and signed by the Developer and the City and all Engineering Inspection Fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Engineering Inspection Fee Summary.

2.04 ENGINEER

A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

2.05 PLANS AND SPECIFICATIONS

A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The construction schedule shall indicate the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.
- C. The City Engineer may require detailed and specific schedule for portions of the work deemed critical for continuation of City services.
- D. Contractor's offsite work schedule and efforts shall be to expedite the work, to minimize the inconvenience to the public.

2.08 MATERIALS

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

responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.09 GENERAL STANDARDS OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City, and with the terms, covenants, and conditions of this Agreement, including installation of street trees unless the developer elects to exercise the option to pay for the trees in accordance with Post Falls City Code 17.28.091 instead of installing them. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

- A. The Engineer of Record or their representatives shall attend regularly scheduled jobsite meetings with a City Representative, to review construction progress and inspection activities.
- B. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.13A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.13, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps

which the City deems necessary to determine whether the work conforms to this Agreement.

- D. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.16 STOP WORK ORDERS

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety or the Engineer of Record fails to perform their inspection and quality control duties, the City may stop all further construction of improvements by issuing a stop work order regarding the nonconforming construction and notifying the Developer and its Engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

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

2.17 ACCESS

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

2.18 MAINTENANCE

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all road improvements within the Project that are necessary for access or service to property not owned by the Developer. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights-of-way dedicated for road purposes. The maintenance required by this subsection includes cleaning, effective dust control measures, snow removal and similar activities, but does not include repair, replacement or reconstruction, except if the need to repair, replace or reconstruct is caused by the Developer's activities or is required as a condition of this Agreement. If the Developer fails to maintain the road improvements, the City may either contract for the maintenance to be completed, or complete the maintenance by City forces and charge the Developer for all associated costs, including administration fees.
- B. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.13F. Developer shall also certify that all private utility installation has been completed according to plan.

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

3.06 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.

- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.
- E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Post Falls City Council a recommendation for final acceptance of the improvements.

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for sewer systems which shall be warranted until such time as the number of active users on the system reaches twenty percent (20%) of the approved user design capacity, but not less than one (1) year or longer than three (3) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon the satisfaction and final acceptance of all improvements.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHMENT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY
APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	STREET LIGHT DESCRIPTION
APPENDIX V:	CALCULATION OF UTILITY FEES PRE-EXISTING RESIDENCE(S)
APPENDIX VI:	CITY WATER CAP & METER FEES
APPENDIX VII:	ENGINEER OF RECORD DECLARATION
APPENDIX VIII:	ENGINEERING CERTIFICATE OF COMPLIANCE
APPENDIX IX:	CERTIFICATION OF PAYMENT OF CONTRACTORS AND VENDORS
APPENDIX X:	CASH IN LIEU OF PLANTING TREES

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

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Retail Village

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

ATTACHMENT "A"

Parcel 1

A parcel of land being a portion of the Plat of Retail Village, recorded in Book L of Plats, Pages 873 and 873A, records of Kootenai County, Idaho, the Plat of Retail Village First Addition, recorded in Book L of Plats, Pages 874 and 874A, records of Kootenai County, Idaho, and the Plat of Retail Village Second Addition, recorded in Book L of Plats, Pages 875 and 875A, records of Kootenai County, Idaho, all within a portion of Tract 57, of the Plat of Post Falls Irrigated Tracts, Book C of Plats, Page 78, records of Kootenai County, Idaho, within the Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

Beginning at the Southwest Corner of Lot 1 of said Plat of Retail Village, said Southwest Corner also being the intersection of the East Right-of-Way Line Idaho State Highway 41 and the Northerly Right-of-Way Line of Poleline Avenue;

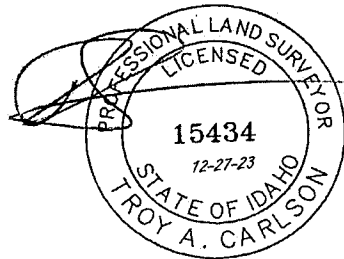
Thence N00°58'54"E along the West Boundary Line of said Plat of Retail Village and the West Boundary Line of said Plat of Retail Village First Addition, said West Boundary Line also being said East Right-of-Way Line Idaho State Highway 41, a distance of 233.50 feet;

Thence S89°01'06"E, a distance of 224.86 feet;

Thence S00°59'09"W, a distance of 276.35 feet to the Southerly Boundary Line of said Plat of Retail Village, said Southerly Boundary Line also being said Northerly Right-of-Way Line of Poleline Avenue;

Thence N78°13'34"W along said Southerly Boundary Line, a distance of 228.89 feet to the Point of Beginning.

Situate in the City of Post Falls, County of Kootenai, State of Idaho.

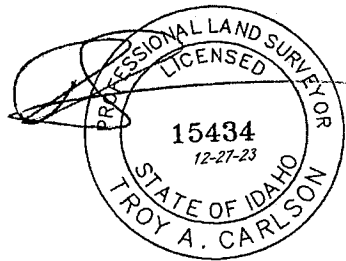


Parcel 2

A parcel of land being a portion of the Plat of Retail Village First Addition, recorded in Book L of Plats, Pages 874 and 874A, records of Kootenai County, Idaho, and the Plat of Retail Village Second Addition, recorded in Book L of Plats, Pages 875 and 875A, records of Kootenai County, Idaho, all within a portion of Tract 57, of the Plat of Post Falls Irrigated Tracts, Book C of Plats, Page 78, records of Kootenai County, Idaho, within the Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of the Plat of Retail Village, recorded in Book L of Plats, Pages 873 and 873A, records of Kootenai County, Idaho, said Southwest Corner also being the intersection of the East Right-of-Way Line Idaho State Highway 41 and the Northerly Right-of-Way Line of Poleline Avenue;
Thence N00°58'54"E along the West Boundary Line of said Plat of Retail Village and the West Boundary Line of said Plat of Retail Village First Addition, said West Boundary Line also being said East Right-of-Way Line Idaho State Highway 41, a distance of 233.50 feet to the Point of Beginning;
Thence continuing N00°58'54"E along said West Boundary Line, a distance of 198.64 feet;
Thence S88°22'52"E, a distance of 195.43 feet;
Thence S00°59'07"W, a distance of 196.47 feet;
Thence N89°01'06"W, a distance of 195.40 feet to the Point of Beginning.

Situate in the City of Post Falls, County of Kootenai, State of Idaho.

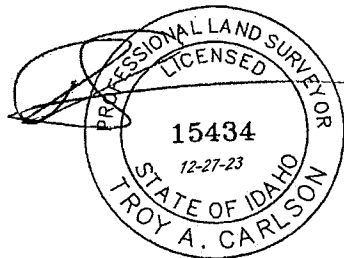


Parcel 3

A parcel of land being a portion of the Plat of Retail Village First Addition, recorded in Book L of Plats, Pages 874 and 874A, records of Kootenai County, Idaho, and the Plat of Retail Village Second Addition, recorded in Book L of Plats, Pages 875 and 875A, records of Kootenai County, Idaho, all within a portion of Tract 57, of the Plat of Post Falls Irrigated Tracts, Book C of Plats, Page 78, records of Kootenai County, Idaho, within the Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of the Plat of Retail Village, recorded in Book L of Plats, Pages 873 and 873A, records of Kootenai County, Idaho, said Southwest Corner also being the intersection of the East Right-of-Way Line Idaho State Highway 41 and the Northerly Right-of-Way Line of Poleline Avenue;
Thence N00°58'54"E along the West Boundary Line of said Plat of Retail Village and the West Boundary Line of said Plat of Retail Village First Addition, said West Boundary Line also being said East Right-of-Way Line Idaho State Highway 41, a distance of 432.14 feet to the Point of Beginning;
Thence continuing N00°58'54"E along said West Boundary Line, a distance of 122.36 feet to the North Boundary Line of said Plat of Retail Village First Addition;
Thence S88°21'30"E along the North Boundary Line of said Plat of Retail Village First Addition and the North Boundary Line of said Plat of Retail Village Second Addition, a distance of 195.44 feet;
Thence S00°59'07"W, a distance of 122.29 feet;
Thence N88°22'52"W, a distance of 195.43 feet to the Point of Beginning.

Situate in the City of Post Falls, County of Kootenai, State of Idaho.



Parcel 4

A parcel of land being a portion of the Plat of Retail Village Second Addition, recorded in Book L of Plats, Pages 875 and 875A, records of Kootenai County, Idaho, within a portion of Tract 57, of the Plat of Post Falls Irrigated Tracts, Book C of Plats, Page 78, records of Kootenai County, Idaho, within the Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of the Plat of Retail Village, recorded in Book L of Plats, Pages 873 and 873A, records of Kootenai County, Idaho, said Southwest Corner also being the intersection of the East Right-of-Way Line Idaho State Highway 41 and the Northerly Right-of-Way Line of Poleline Avenue;

Thence N00°58'54"E along the West Boundary Line of said Plat of Retail Village and the West Boundary Line of the Plat of Retail Village First Addition, recorded in Book L of Plats, Pages 874 and 874A, records of Kootenai County, Idaho, said West Boundary Line also being said East Right-of-Way Line Idaho State Highway 41, a distance of 554.50 feet to the North Boundary Line of said Plat of Retail Village First Addition;

Thence S88°21'30"E along the North Boundary Line of said Plat of Retail Village First Addition and the North Boundary Line of said Plat of Retail Village Second Addition, a distance of 195.44 feet to the Point of Beginning;

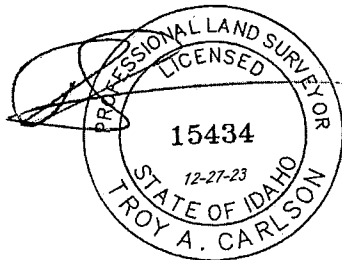
Thence continuing S88°21'30"E along said North Boundary Line, a distance of 312.47 feet to the East Boundary Line of said Plat of Retail Village Second Addition;

Thence S00°59'09"W along said East Boundary Line, a distance of 222.80 feet;

Thence N89°00'51"W, a distance of 312.45 feet;

Thence N00°59'07"E, a distance of 226.38 feet to the Point of Beginning.

Situate in the City of Post Falls, County of Kootenai, State of Idaho.



ACCOMMODATION ONLY

When Recorded Mail To:
Corhaven 41, LLC, a Nevada Limited Liability Company
11591 N. Blue Jay Loop
Hayden, ID 83835

CONSOLIDATION OF PARCELS

KNOW ALL MEN BY THESE PRESENTS, that Corhaven 41, LLC, a Nevada Limited Liability Company,
Whose address is 11591 N. Blue Jay Loop, Hayden, ID 83835

Being the owner/s of the following described land:

Those certain parcels of land described in the Quitclaim Deeds recorded at instruments 2958718000
and 2958719000, records of Kootenai County, Idaho, more particularly described as follows:

A parcel of land being a portion of the Plat of Retail Village Second Addition, recorded in Book L of
Plats, Pages 875 and 875A, records of Kootenai County, Idaho, within a portion of Tract 57, of the Plat
of Post Falls Irrigated Tracts, Book C of Plats, Page 78, records of Kootenai County, Idaho, within the
Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls,
Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of the Plat of Retail Village, recorded in Book L of Plats,
Pages 873 and 873A, records of Kootenai County, Idaho, said Southwest Corner also being the
intersection of the East Right-of-Way Line Idaho State Highway 41 and the Northerly Right-of-Way Line
of Poleline Avenue;

Thence N00°58'54"E along the West Boundary Line of said Plat of Retail Village and the West Boundary
Line of the Plat of Retail Village First Addition, recorded in Book L of Plats, Pages 874 and 874A, records
of Kootenai County, Idaho, said West Boundary Line also being said East Right-of-Way Line Idaho State
Highway 41, a distance of 554.50 feet to the North Boundary Line of said Plat of Retail Village First
Addition;

Thence S88°21'30"E along the North Boundary Line of said Plat of Retail Village First Addition and the
North Boundary Line of said Plat of Retail Village Second Addition, a distance of 507.91 feet to the East
Boundary Line of said Plat of Retail Village Second Addition;

Thence S00°59'09"W along said East Boundary Line, a distance of 222.80 feet;

Thence N89°00'51"W, a distance of 141.50 feet to the Point of Beginning;

Thence S00°59'09"W, a distance of 131.82 feet;
 Thence N89°00'51"W, a distance of 141.49 feet;
 Thence N00°59'09"E, a distance of 39.44 feet;
 Thence N89°01'06"W, a distance of 29.46 feet;
 Thence N00°59'07"E, a distance of 92.38 feet;
 Thence S89°00'51"E, a distance of 170.95 feet to the Point of Beginning;
 Together with a parcel of land being a portion of the Plat of Retail Village Second Addition, recorded in Book L of Plats, Pages 875 and 875A, records of Kootenai County, Idaho, within a portion of Tract 57, of the Plat of Post Falls Irrigated Tracts, Book C of Plats, Page 78, records of Kootenai County, Idaho, within the Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:
 Commencing at the Southwest Corner of Lot 1 of the Plat of Retail Village, recorded in Book L of Plats, Pages 873 and 873A, records of Kootenai County, Idaho, said Southwest Corner also being the intersection of the East Right-of-Way Line Idaho State Highway 41 and the Northerly Right-of-Way Line of Poleline Avenue;
 Thence N00°58'54"E along the West Boundary Line of said Plat of Retail Village and the West Boundary Line of the Plat of Retail Village First Addition, recorded in Book L of Plats, Pages 874 and 874A, records of Kootenai County, Idaho, said West Boundary Line also being said East Right-of-Way Line Idaho State Highway 41, a distance of 554.50 feet to the North Boundary Line of said Plat of Retail Village First Addition;
 Thence S88°21'30"E along the North Boundary Line of said Plat of Retail Village First Addition and the North Boundary Line of said Plat of Retail Village Second Addition, a distance of 507.91 feet to the East Boundary Line of said Plat of Retail Village Second Addition;
 Thence S00°59'09"W along said East Boundary Line, a distance of 222.80 feet to the Point of Beginning;
 Thence continuing S00°59'09"W along said East Boundary Line, a distance of 131.82 feet;
 Thence N89°00'51"W, a distance of 141.50 feet;
 Thence N00°59'09"E, a distance of 131.82 feet;
 Thence S89°00'51"E, a distance of 141.50 feet to the Point of Beginning.
 Situate in the City of Post Falls, County of Kootenai, State of Idaho;

do hereby combine said lots into one unified parcel to meet the requirements of the City of Post Falls Building Department, and the City of Post Falls Planning Department for the purpose of obtaining a building permit.

It is understood by the undersigned that said building permit requires that said property is to remain as a consolidated parcel so long as the property is utilized under the conditions of said building permit and that no part of the consolidated parcel shall be separated or sold from said consolidated parcel if said action shall result in the remainder parcel no longer meeting the conditions of said permit. Should the owner choose to separate or sell any of the reconfigured parcel, the owner will be required to complete the City of Post Falls subdivision process as delineated in Title 17 of the City of Post Falls Municipal Code.

Corhaven 41, LLC, a Nevada Limited Liability Company

Signature/s

By: Jonathan Jordan Wirsz, Manager

STATE OF IDAHO

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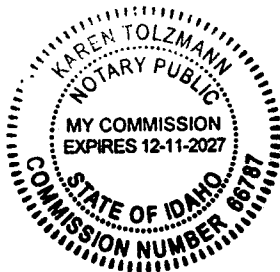
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County of Kootenai

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On this 22nd day of Jan., 2024, before me, a Notary for the State of Idaho, personally appeared Jonathan Jordan Wirsz known, or identified to me to be the person/s whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they 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.



[Signature]

Notary Public for the State of Idaho

Residing at: Hayden, ID

Commission Expires 12-11-2027

* See Attached

STATE OF IDAHO

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COUNTY OF KOOTENAI

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On this 22nd day of January, 2024 before me, the undersigned Notary Public in and for said State, personally appeared Jonathan Jordan Wirsz, known or identified to me to be the Member/Manager of Corhaven 41, LLC, a Nevada Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Karen Tolzmann
Residing at: Hayden, ID
Commission Exp.: 12/11/2027



When Recorded Mail To:
Corhaven 41, LLC, a Nevada Limited Liability Company
11591 N. Blue Jay Loop
Hayden, ID 83835

ACCOMMODATION ONLY

CONSOLIDATION OF PARCELS

KNOW ALL MEN BY THESE PRESENTS, that Corhaven 41, LLC, a Nevada Limited Liability Company,
Whose address is 11591 N. Blue Jay Loop, Hayden, ID 83835

Being the owner/s of the following described land:

Those certain parcels of land described in the Quitclaim Deeds recorded at instruments 2958720000 and 2958721000, records of Kootenai County, Idaho, more particularly described as follows:
A parcel of land being a portion of the Plat of Retail Village, recorded in Book L of Plats, Pages 873 and 873A, records of Kootenai County, Idaho, and the Plat of Retail Village Second Addition, recorded in Book L of Plats, Pages 875 and 875A, records of Kootenai County, Idaho, all within a portion of Tract 57, of the Plat of Post Falls Irrigated Tracts, Book C of Plats, Page 78, records of Kootenai County, Idaho, within the Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:
Commencing at the Southwest Corner of Lot 1 of said Plat of Retail Village, said Southwest Corner also being the intersection of the East Right-of-Way Line Idaho State Highway 41 and the Northerly Right-of-Way Line of Poleline Avenue;
Thence N00°58'54"E along the West Boundary Line of said Plat of Retail Village and the West Boundary Line of the Plat of Retail Village First Addition, recorded in Book L of Plats, Pages 874 and 874A, records of Kootenai County, Idaho, said West Boundary Line also being said East Right-of-Way Line Idaho State Highway 41, a distance of 554.50 feet to the North Boundary Line of said Plat of Retail Village First Addition;
Thence S88°21'30"E along the North Boundary Line of said Retail Village First Addition and the North Boundary Line of said Plat of Retail Village Second Addition, a distance of 507.91 feet to the East Boundary Line of said Plat of Retail Village Second Addition;
Thence S00°59'09"W along said East Boundary Line, a distance of 354.62 feet;
Thence N89°00'51"W, a distance of 141.50 feet to the Point of Beginning;

Thence S00°59'09"W, a distance of 103.14 feet;
Thence N89°00'51"W, a distance of 141.49 feet;
Thence N00°59'09"E, a distance of 103.14 feet;
Thence S89°00'51"E, a distance of 141.49 feet to the Point of Beginning;
Together with a parcel of land being a portion of the Plat of Retail Village, recorded in Book L of Plats, Pages 873 and 873A, records of Kootenai County, Idaho, and the Plat of Retail Village Second Addition, recorded in Book L of Plats, Pages 875 and 875A, records of Kootenai County, Idaho, all within a portion of Tract 57, of the Plat of Post Falls Irrigated Tracts, Book C of Plats, Page 78, records of Kootenai County, Idaho, within the Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of said Plat of Retail Village, said Southwest Corner also being the intersection of the East Right-of-Way Line Idaho State Highway 41 and the Northerly Right-of-Way Line of Poleline Avenue;

Thence N00°58'54"E along the West Boundary Line of said Plat of Retail Village and the West Boundary Line of the Plat of Retail Village First Addition, recorded in Book L of Plats, Pages 874 and 874A, records of Kootenai County, Idaho, said West Boundary Line also being said East Right-of-Way Line Idaho State Highway 41, a distance of 554.50 feet to the North Boundary Line of said Plat of Retail Village First Addition;

Thence S88°21'30"E along the North Boundary Line of said Retail Village First Addition and the North Boundary Line of said Plat of Retail Village Second Addition, a distance of 507.91 feet to the East Boundary Line of said Plat of Retail Village Second Addition;

Thence S00°59'09"W along said East Boundary Line, a distance of 354.62 feet to the Point of Beginning;

Thence continuing S00°59'09"W along said East Boundary Line and the East Boundary Line of said Plat of Retail Village, a distance of 103.14 feet;

Thence N89°00'51"W, a distance of 141.50 feet;

Thence N00°59'09"E, a distance of 103.14 feet;

Thence S89°00'51"E, a distance of 141.50 feet to the Point of Beginning.

Situate in the City of Post Falls, County of Kootenai, State of Idaho;

do hereby combine said lots into one unified parcel to meet the requirements of the City of Post Falls Building Department, and the City of Post Falls Planning Department for the purpose of obtaining a building permit.

It is understood by the undersigned that said building permit requires that said property is to remain as a consolidated parcel so long as the property is utilized under the conditions of said building permit and that no part of the consolidated parcel shall be separated or sold from said consolidated parcel if said action shall result in the remainder parcel no longer meeting the conditions of said permit. Should the owner choose to separate or sell any of the reconfigured parcel, the owner will be required to complete the City of Post Falls subdivision process as delineated in Title 17 of the City of Post Falls Municipal Code.

STATE OF IDAHO

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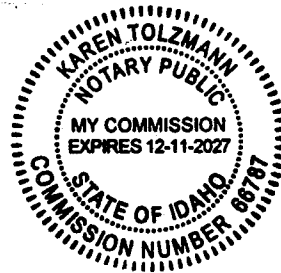
COUNTY OF KOOTENAI

)

On this 22nd day of January, 2024 before me, the undersigned Notary Public in and for said State, personally appeared Jonathan Jordan Wirsz, known or identified to me to be the Member/Manager of Corhaven 41, LLC, a Nevada Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Karen Tolzmann
Residing at: Hayden, ID
Commission Exp.: 12/11/2027



ACCOMMODATION ONLY

When Recorded Mail To:
Corhaven 41, LLC, a Nevada Limited Liability Company
11591 N. Blue Jay Loop
Hayden, ID 83835

CONSOLIDATION OF PARCELS

KNOW ALL MEN BY THESE PRESENTS, that Corhaven 41, LLC, a Nevada Limited Liability Company,
Whose address is 11591 N. Blue Jay Loop, Hayden, ID 83835

Being the owner/s of the following described land:

Those certain parcels of land described in the Quitclaim Deeds recorded at instruments 2958722000
and 2958723000, records of Kootenai County, Idaho, more particularly described as follows:

A parcel of land being a portion of the Plat of Retail Village, recorded in Book L of Plats, Pages 873 and
873A, records of Kootenai County, Idaho, within a portion of Tract 57, of the Plat of Post Falls Irrigated
Tracts, Book C of Plats, Page 78, records of Kootenai County, Idaho, within the Southwest Quarter of
Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County,
Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of said Plat of Retail Village said Southwest Corner also
being the intersection of the East Right-of-Way Line Idaho State Highway 41 and the Northerly Right-
of-Way Line of Poleline Avenue;

Thence N00°58'54"E along the West Boundary Line of said Plat of Retail Village and the West Boundary
Line of the Plat of Retail Village First Addition, recorded in Book L of Plats, Pages 874 and 874A, records
of Kootenai County, Idaho, said West Boundary Line also being said East Right-of-Way Line Idaho State
Highway 41, a distance of 554.50 feet to the North Boundary Line of said Plat of Retail Village First
Addition;

Thence S88°21'30"E along the North Boundary Line of said Plat of Retail Village First Addition and the
North Boundary Line of the Plat of Retail Village Second Addition, recorded in Book L of Plats, Pages
875 and 875A, records of Kootenai County, Idaho, a distance of 507.91 feet to the East Boundary Line
of said Retail Village Second Addition;

Thence S00°59'09"W along said East Boundary Line and the East Boundary Line of said Plat of Retail
Village, a distance of 457.76 feet;

Thence N89°00'51"W, a distance of 141.50 to the Point of Beginning;

Thence S00°59'09"W, a distance of 147.08 feet to the South Boundary Line of said Plat of Retail Village, said South Boundary Line also being said Northerly Right-of-Way Line of Poleline Avenue;

Thence along said South Boundary Line the following two Courses:

1. N88°09'44"W, a distance of 77.67 feet;
2. N78°13'34"W, a distance of 64.98 feet;

Thence N00°59'09"E, a distance of 133.77 feet;

Thence S89°00'51"E, a distance of 141.49 feet to the Point of Beginning;

Together with a parcel of land being a portion of the Plat of Retail Village, recorded in Book L of Plats, Pages 873 and 873A, records of Kootenai County, Idaho, within a portion of Tract 57, of the Plat of Post Falls Irrigated Tracts, Book C of Plats, Page 78, records of Kootenai County, Idaho, within the Southwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of said Plat of Retail Village said Southwest Corner also being the intersection of the East Right-of-Way Line Idaho State Highway 41 and the Northerly Right-of-Way Line of Poleline Avenue;

Thence N00°58'54"E along the West Boundary Line of said Plat of Retail Village and the West Boundary Line of the Plat of Retail Village First Addition, recorded in Book L of Plats, Pages 874 and 874A, records of Kootenai County, Idaho, said West Boundary Line also being said East Right-of-Way Line Idaho State Highway 41, a distance of 554.50 feet to the North Boundary Line of said Plat of Retail Village First Addition;

Thence S88°21'30"E along the North Boundary Line of said Plat of Retail Village First Addition and the North Boundary Line of the Plat of Retail Village Second Addition, recorded in Book L of Plats, Pages 875 and 875A, records of Kootenai County, Idaho, a distance of 507.91 feet to the East Boundary Line of said Retail Village Second Addition;

Thence S00°59'09"W along said East Boundary Line and the East Boundary Line of said Plat of Retail Village, a distance of 457.76 feet to the Point of Beginning;

Thence continuing S00°59'09"W along said East Boundary Line a distance of 149.19 feet to the South Boundary Line of said Plat of Retail Village, said South Boundary Line also being said Northerly Right-of-Way Line of Poleline Avenue;

Thence N88°09'44"W along said South Boundary Line, a distance of 141.52 feet;

Thence N00°59'09"E, a distance of 147.08 feet;

Thence S89°00'51"E, a distance of 141.50 feet to the Point of Beginning

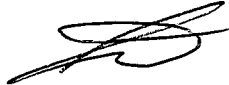
Situate in the City of Post Falls, County of Kootenai, State of Idaho;

do hereby combine said lots into one unified parcel to meet the requirements of the City of Post Falls Building Department, and the City of Post Falls Planning Department for the purpose of obtaining a building permit.

It is understood by the undersigned that said building permit requires that said property is to remain as

a consolidated parcel so long as the property is utilized under the conditions of said building permit and that no part of the consolidated parcel shall be separated or sold from said consolidated parcel if said action shall result in the remainder parcel no longer meeting the conditions of said permit. Should the owner choose to separate or sell any of the reconfigured parcel, the owner will be required to complete the City of Post Falls subdivision process as delineated in Title 17 of the City of Post Falls Municipal Code.

Corhaven 41, LLC, a Nevada Limited Liability Company

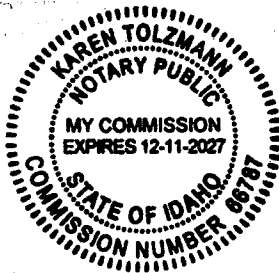
Signature/s 
By: Jonathan Jordan Wirsz, Manager

STATE OF IDAHO)
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) :ss
County of Kootenai)

On this 22nd day of Jan., 2024, before me, a Notary for the State of Idaho, personally appeared Jonathan Jordan Wirsz known, or identified to me to be the person/s whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they 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: Hayden, ID
Commission Expires: 12-11-2027



★ See Attached

STATE OF IDAHO

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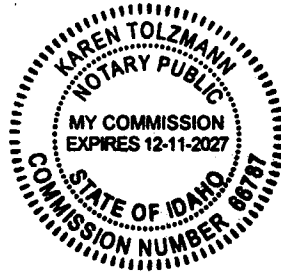
COUNTY OF KOOTENAI

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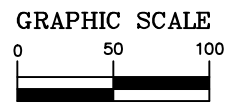
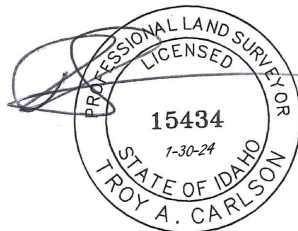
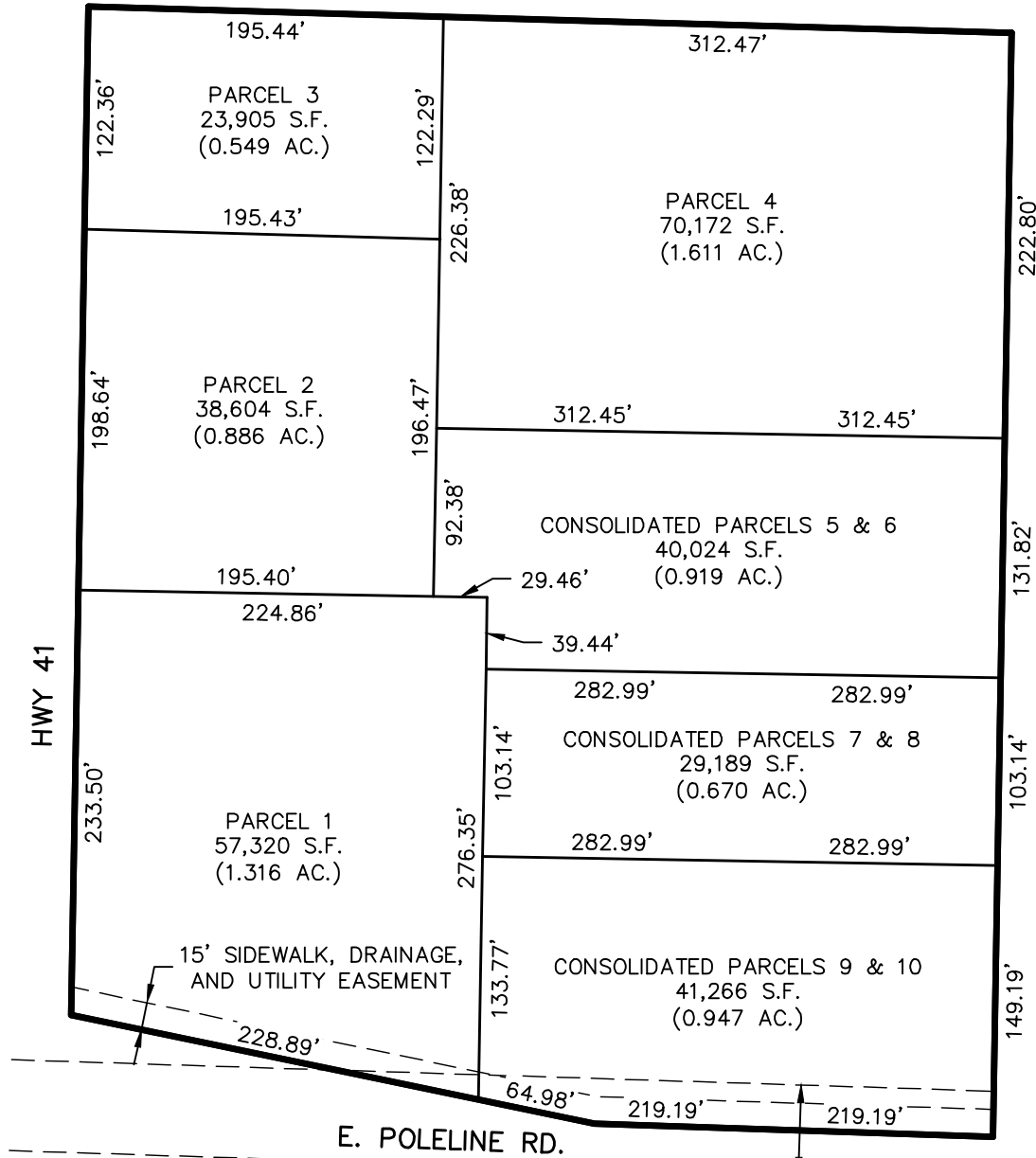
On this 22nd day of January, 2024 before me, the undersigned Notary Public in and for said State, personally appeared Jonathan Jordan Wirsz, known or identified to me to be the Member/Manager of Corhaven 41, LLC, a Nevada Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Karen Tolzmann
Residing at: Hayden, ID
Commission Exp.: 12/11/2027



CONSTRUCTION IMPROVEMENT AGREEMENT EXHIBIT



(IN FEET)
1 inch = 100 ft.

storhäug
civil engineering | planning
landscape architecture | surveying
510 east third avenue | spokane, washington 99202
p 509.242.1000

CONSTRUCTION IMPROVEMENT AGREEMENT EXHIBIT

EXISTING PARCELS
POST FALLS, ID.

DRAWN	TAC	DATE	01/30/2024	EXHIBIT	1/1
CHECKED	TAC	SCALE	1" = 100'	PROJECT	23-256

23-256 CIA EXHIBIT.dwg 8.5x11A-CIA EXHIBIT

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

Corhaven 41, LLC

FOR

Retail Village

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Retail Village

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: **\$ 141,500.08**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 219,231.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 7,200.00**
5. Total cost of improvements: **\$ 367,931.08**
6. Warranty amount: **\$ 36,793.11**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Retail Village

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

3/13/2024

City of Post Falls

Subject: Retail Village Cost Estimate for Improvements

Storhaug Project #: H23-256

John Young, Young Construction, has reviewed the plans and provided unit quantities and costs. Storhaug reviewed against those unit quantities and costs and found them to be a reasonable construction cost estimate. Storhaug accepts these values as an engineered estimate of costs for the work to be provided for the updated construction plan dated 2/23/24.

See spreadsheet for costing and see the three exhibits which show each platted boundary. This estimate reflects all three plats. Total value to be \$367,931.08 and is reflective of the cost estimate for the entire site.

Please let us know if you need anything further.

Written by: Luke Engell

Reviewed by: Jerry Storhaug, PE



Retail Village Improvements			
Description	Price each	Quantity	Sub total
Water Utilities C900 12" (includes fixtures, bends, thrust blocks)	\$ 138.00	795	\$ 109,710.00
Water Utilities C900 8" (includes fixtures, bends, thrust blocks)	\$ 65.00	662	\$ 43,030.00
Water Utiltities C900 6" (unit pricing includes tap, and blow-off)	\$ 132.00	200	\$ 26,400.00
Fire Hydrant (includes full assembly and valves)	\$ 9,544.00	3	\$ 28,632.00
1" irrigation meter for ROW irrigation	\$ 3,479.00	1	\$ 3,479.00
2" services (meters paid by building permit)	\$ 30.00	141	\$ 4,230.00
1" services (meters paid by building permit)	\$ 25.00	150	\$ 3,750.00
Curb and Gutter - Kectchican (includes sawcut)	\$ 42.00	125	\$ 5,250.00
Sidewalk - Kectchican	\$ 6.50	432	\$ 2,808.00
Approach - Kectchican (remove existing concrete, and replace with new)	\$ 11,500.00	1	\$ 11,500.00
Relocated Powerpole	\$ 5,000.00	1	\$ 5,000.00
Signs	\$ 300.00	5	\$ 1,500.00
Build SW Poleline Approach (remove existing approach, and replace with new)	\$ 11,500.00	1	\$ 11,500.00
Paint SE approach striping	\$ 500.00	1	\$ 500.00
Curb Inlets	\$ 350.00	4	\$ 1,400.00
Earthwork and prep - Pathway at Poleline (including swale grading)	\$ 6.00	1899	\$ 11,391.33
Asphalt paving - Pathway at Poleline	\$ 27.25	511	\$ 13,924.75
ADA Tactile warning strip	\$ 350.00	8	\$ 2,800.00
Reset existing drywell	\$ 500.00	2	\$ 1,000.00
Street trees 12 ea	\$ 600.00	12	\$ 7,200.00
irrigation and controller	\$ 7,500.00	1	\$ 7,500.00
swale finishing / seeding	\$ 2,000.00	3	\$ 6,000.00
Poleline lighting - Mounted on existing poles (work by KEC)		2	\$ -
Sewer 6" PVC	\$ 66.00	711	\$ 46,926.00
Sewer Cleanout	\$ 800.00	10	\$ 8,000.00
Sewer Manhole	\$ 4,500.00	1	\$ 4,500.00
			\$ 367,931.08

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Retail Village

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

ATTACHMENT "D"

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

Corhaven 41, LLC

FOR

Retail Village

CONSTRUCTION DRAWINGS

Plans Titled: **Retail Village**

Dated: **3/13/24**

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

Sheets 1 through **22**

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

Corhaven 41, LLC

FOR

Retail Village

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Description	Start
Permit issued	March 15 th
Strip site, load/haul unsuitable materials and topsoil off site	March 18 th
Install sanitary sewer and domestic water	April 1 st
Install dry utilities	April 22 nd
Grade for access roadways & storm water management	May 6 th
Install site concrete improvements	May 13 th
Base rock and asphalt pavement; pathway construction	May 20 th
Install street trees and swale improvements	June 3 rd
Final inspections	June 17 th

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

Corhaven 41, LLC

FOR

Retail Village

ENGINEERING SERVICES FEE SUMMARY

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

Items	Units	Quantity	Base Fee	Rate (\$/unit)	Total
Utility ROW			100		0
Commercial ROW		1	350		350
Residential ROW			150		0
Utility Trench					450
	1-200ft		250	0	0
	201-400 ft		350	0	0
	401-600 ft		400	0	0
	601-800 ft	711	450	0	450
	>800 ft		0	0.85	0
Curb and Gutter		125	150	0.6	225
Sidewalk/Approaches		200	150	0.6	270
Swales and Drywells					
	Swale	4419	150	0.2	1033.8
	Drywell	2	0	60	120
Pavement		511	150	0.5	405.5
Water Pressure Test			0	120	0
Sewer Pressure Test		1	0	120	120
Street Trees		12	0	40	480
Total					3454.3

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

Corhaven 41, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Kootenai Electric Cooperative**

Street light type: **Cobra Head**

2 lights X 12 months X **\$ 24.75** per month = **\$ 594.00**

TOTAL = \$ 594.00

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

Corhaven 41, LLC

FOR

Retail Village

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

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

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

Water Cap Fees

_____ x	3/4" – 1"	= \$3,273.00 Residential	=	\$ _____
_____ x	1"	= \$5,455.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$10,910.01	=	\$ _____
_____ x	2"	= \$17,456.01	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

Corhaven 41, LLC

FOR

Retail Village

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Jerry Storhaug, P.E.

ENGINEERING FIRM: Storhaug Engineering

ADDRESS: 510 E 3rd Ave.

CITY: Spokane STATE: WA ZIP: 99202

PHONE NO.: (509) 242-1000

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

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

Corhaven 41, LLC

FOR

Retail Village

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Corhaven 41, LLC

FOR

Retail Village

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :ss
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

Corhaven 41, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

 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: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Grant of Easement and Permit to Avista Corporation

ITEM AND RECOMMENDED ACTION:

With the approval of the Consent Agenda, the City Council authorizes the Mayor to sign the Right of Way Easement and Temporary Property Access and Use Permit, allowing Avista Corporation to construct and use a temporary access road and install a new power distribution line on and through Parcel No. P00000035050, in connection with Avista's Post Falls North Channel Dam Spillway Rehabilitation Project

DISCUSSION:

The easement grants Avista a perpetual non-exclusive easement on, over, under, along and across Parcel #P00000035050 to construct, reconstruct, operate, maintain, repair, upgrade, remove, relocate, and replace electric facilities, across the property. The easement shall extend five feet (5') feet on each side of the center line of the Facilities

The permit entitles Avista to construct and use a temporary access road on a portion of the property, provided, however, that no permanent structures or improvements will be made by Avista on the property. The Permit shall remain in effect until December 31, 2027, unless terminated before such date.

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. Post Falls North Channel Dam Spillway Rehab project Temporary Access Permit
2. Post Falls Channel Easement
3. Temporary Access Road Drawings Set

TEMPORARY PROPERTY ACCESS AND USE PERMIT

DESIGNATED AREA: **Parcel No. P00000035050**

CITY OF POST FALLS, (“Grantor”) hereby grants **AVISTA CORPORATION**, a Washington corporation (“Permittee”), a **PROPERTY ACCESS AND USE PERMIT** to use lands owned by Grantor, subject to the terms and conditions described below.

1. **AREA OF PERMITTED USE**

The area covered by this Permit (the “Property”) shall be generally defined by reference to the designated area, above.

2. **FEE**

For mutual benefits, the receipt and sufficiency of which are hereby acknowledged.

3. **DURATION**

This Permit shall take effect upon signature of the parties below, and shall remain in full force and effect until **December 31, 2027**, unless terminated prior to such date as provided herein. This Permit may be renewed or extended, at Permittee’s discretion, for periods of six (6) months each providing: 1) Permittee is not in default with the terms and provisions of this Permit; 2) Permit fees, if applicable, have been paid on time and are not in arrears; 3) no notice to terminate this Permit is in effect or in process; and 4) Permittee requests an extension no less than five (5) days prior to expiration.

4. **PURPOSE**

This Permit entitles Permittee to construct and use a temporary access road on a portion of the Property in connection with Avista’s Post Falls North Channel Dam Spillway Rehabilitation Project; provided, however, that no permanent structures or improvements will be made by Permittee on the property.

5. **RECLAMATION OF THE LAND**

Permittee shall take all reasonable precautions to prevent or minimize damage to natural resources (vegetation, soil, water, wildlife) and historic artifacts on the Property, including any actions required by the terms of this Permit. Upon vacation or cancellation of this Permit by either party, or upon final expiration of the Permit, Permittee will reclaim the area to as good as condition as existed prior to Permittee’s use of the Property. Such reclamation will include, but not be limited to, the elimination of all trace of disturbances, vehicles, equipment, refuse, and other materials.

6. **WASTE**

Permittee will maintain all permitted facilities and undertake all permitted activities on the Property in a neat and orderly manner and will not allow waste or debris to accumulate thereon.

7. **WEATHER CONDITIONS**

Permittee shall halt activities on the Property during periods of adverse weather and other conditions, should continued use during such periods contribute to accelerated erosion, fire hazard,

disruption of seasonal wildlife, or any other condition which may have an adverse effect on Grantor's property.

8. **LIABILITIES**

Permittee shall be responsible for any and all activities that may result from use of the Property given herein and shall save Grantor harmless and indemnify Grantor from all damage claims and lawsuits that may result from any and all injury or death to persons and/or damage to or loss of property that occur upon or about the Property, caused by or arising out of the Permittee's use of the Property hereunder.

9. **WAIVER OF IMMUNITY**

To the fullest extent permitted by law, Permittee waives any immunity, defense or other protection that may be afforded by Workers' Compensation, Industrial Insurance or similar laws, including, but not limited to, the Washington Industrial Insurance Act, Title 51 RCW, to the extent Permittee is required under this Agreement to indemnify Grantor with respect to any claim or action brought against Grantor by an employee, agent or contractor of Permittee. **The Parties have specifically negotiated this section and Permittee makes the foregoing waiver with knowledge of the consequences.**

10. **LIMITATION OF AUTHORITY**

Other than for the purposes specifically described in this agreement, the Permittee shall not claim at any time any interests or estate of any kind or extent whatsoever in the Property by virtue of this permit or their occupancy or use hereunder.

11. **USE**

This permit is for the terms of this agreement only.

13. **INSPECTIONS**

Grantor reserves the right to enter upon and inspect the Property at any time in order to ensure that Permittee is complying with all of the terms and conditions of this Permit, and to ensure the continuous and uninterrupted use for which Grantor owns the property.

14. **TERMINATION AND RESTORATION**

Grantor reserves the right to terminate the privileges and permission hereby granted without cause at any time by giving Permittee no less than seven (7) days' written notice of such termination.

In the event Grantor terminates this permit, Permittee shall, within 30 days thereafter, restore the Property according to Item 5 above.

15. **EXTRACTION OF RESOURCES**

Permittee shall not remove any natural resources such as, but not limited to vegetation, timber, firewood, decorative rock, soil, gravel, or cultural artifacts from the Property without prior written authorization from Grantor.

16. ENVIRONMENTAL

Grantor herein holds Permittee harmless from any and all liability resulting from environmentally hazardous contamination of the Premises as a direct result of Grantor's use or ownership of the Premises. Permittee hereby holds Grantor harmless from and against any and all liability from environmental contamination introduced to the Property by Permittee, the permitted use, their vehicles, equipment, employees, contactors, invitees, or agents, in, on or around the Property.

17. COMPLIANCE

Permittee is responsible for assuring that any activities approved by this permit are in compliance with any and all applicable Federal, State and Local government requirements, laws and regulations.

Permittee acknowledges that they have read and understands the terms and conditions of this permit in its entirety, and upon execution confirms acceptance.

PERMITTEE

GRANTOR

AVISTA CORPORATION

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Return Address:

Grantee: Avista Corporation
Real Estate Department MSC-25
P.O. Box 3727
Spokane, Washington 99220-3727

RIGHT OF WAY EASEMENT

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **CITY OF POST FALLS**, a political subdivision of the State of Idaho, whose address is 4008 Spokane Street, Post Falls, ID 83854, (“Grantor”) hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation (“Grantee”), a perpetual non-exclusive easement on, over, under, along and across real property identified as Assessor Parcel #**P00000035050**, located in Section 3, Township 50 North, Range 5 West, B.M., Kootenai County, State of Idaho, legally described in **EXHIBIT “A”**, the “Property Description”) and by this reference is incorporated into this easement.

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair, upgrade, remove, relocate and replace electric facilities, together with all related appurtenances (“Facilities”) on, over, under, along and across the Property. The easement shall extend five feet (5’) feet on each side of the center line of the Facilities, the approximate location of which is shown on the attached map marked **EXHIBIT “B”** (the “Easement Area”), and by this reference is incorporated into this easement.

2. **ACCESS.** Grantor grants to Grantee a right of ingress, egress and access over and across the Property and Grantor’s adjoining property for the purpose stated above.

3. **CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any brush, branches and trees, including danger trees, within the Easement Area, within Property and on Grantor’s adjoining property that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee’s Facilities or that could interfere with the exercise of Grantee’s rights as granted herein.

4. **GRANTOR’S USE OF THE PROPERTY.** Grantor reserves the right to use and enjoy the Property, to the extent that such use does not conflict or interfere with the Grantee’s rights herein.

5. **INDEMNITY.** Grantee agrees to indemnify and hold harmless Grantor, its employees, agents, guests and invitees from damage to property and personal injury to the extent caused by Grantee’s negligence or willful misconduct in the exercise of its rights herein, provided that Grantee shall not be liable for property damage or personal injury that is caused by the acts or omissions of Grantor, its employees, agents, guests and invitees or any other person.

6. **GRANTOR’S WARRANTY.** Grantor warrants and represents that Grantor has the unrestricted right to grant this easement and the rights described here.

7. **SUCCESSORS AND ASSIGNS.** The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.

DATED this _____ day of _____, 20_____.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

STATE OF IDAHO

COUNTY OF KOOTENAI

On this _____ day of _____, 20____, before me,
a Notary Public in and for said State, Ron Jacobson and Shannon Howard, personally appeared, known or identified to me to be the Mayor and City Clerk of the city of Post Falls, Kootenai County, Idaho, persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Signature
Notary Public for the State of Idaho

My commission expires: _____

EXHIBIT A

Property Description

A portion of Lot 4A of the plat of The Heirs of Margaret Post Estate as recorded with Kootenai Count in Book "C" of Plats at page 111 and a portion of Government Lots 5 and 6 in Section 3, Township 50 North, Range 5 West of Boise Meridian, City of post Falls, Kootenai County, Idaho, more particularly described as:

Commencing at the Northwest corner of said Section 3, from which the Northeast corner of the Northwest quarter of said section bears South 89°52'39" East, 2628.30 feet;

Thence South 41°36'36" East. 2511.11 feet to the Northwest corner of said Lot 4A and the True Point of Beginning;

Thence South 0°00'00" West, 20.00 feet to the Northeast corner of a parcel described in Deed recorded with Kootenai County in Book "D" of Deeds at page 26 on Ju15, 1890;

Thence North 90°00'00" West along the North line of said parcel 7.74 feet to a point on the Westerly boundary of a parcel described in a Deed recorded with Kootenai County under instrument No. 10758977 on October 21, 2002, said point also being on the extension of a line lying .50 feet Easterly of an existing fence line;

Thence South 9°38'07" West along said Westerly boundary and said line lying Easterly of said fence 271.56 feet to a point on said boundary and on a line .50 feet Southerly of said fence;

Thence South 89°44'32" West along said Westerly boundary and said line lying Southerly of said fence 117.28 feet to a point on said boundary and on a line .50 feet Easterly of said fence;

Thence South 23°35'17" East along said Westerly boundary and said line lying Easterly of said fence 17.10 feet to a point on the Northerly boundary of a parcel described in a Deed recorded with Kootenai County in Book "K" of Deeds at page 417 on May 6, 1893;

Thence North 89°57'52" West along said Northerly line 81.59 feet to a point on the West bank of the canal as described in a Deed recorded with Kootenai County in Book 9 of Deeds at page 462 under Instrument No. 10273 on December 24, 1904, said point being approximated by a 5/8" rebar monument and hereafter referred to as point 'A';

Thence Southerly along sad West bank as described in said Deed and in a Deed recorded with Kootenai County in Book 9 of Deeds at page 460 under Instrument No. 10272 on December 24, 1904 to a point on the ordinary high water line of the Spokane River, said point being approximated by a point being South 7°06'56" East 382.89 feet from the aforesaid point 'A', said point being hereafter referred to as point 'B' (also being a point depicted as 'point B' on a survey recorded with Kootenai County in Book 10 of Surveys at page 118) with a point that bears South 29°39'14" East 378.32feet from said point 'B' being the Southeast corner of a parcel described in a

Deed recorded with Kootenai Count under Instrument No. 2385513000 on November 27, 2012, hereafter referred to as point 'C';

Thence Southeasterly along said ordinary high water line to the Intersection with a line that bears South 41°10'42" West from the aforesaid point 'C';

Thence North 41°10'42" East to the aforesaid point 'C';

Thence North 7°33'08" West along the Easterly boundary of said parcel described under Instrument No. 2385513000 for 3.32 feet to a point of the extension of the Northerly line of a parcel described in a deed recorded with Kootenai County under Instrument No. 2666556000 on October 19, 2018;

Thence North 88°59'09" East along said Northerly line 247.00 feet to a rebar monument;

Thence North 1°00'51" West 25.00 feet to a rebar monument;

Thence South 88°59'09" West 209.26 feet to a rebar monument;

Thence North 15°55'56" East 9.75 feet to a rebar monument on a curve to the left, the radius point of which bears North 4°24'46" West, 88.00 feet;

Thence Northeasterly along said curve 162.90 feet (chord bears North 32°33'25" East 140.62 feet) to a rebar monument at the beginning of a 180.00 foot radius tangent curve to the left;

Thence Northwesterly along said curve 131.87 feet (chord bears North 41°27'37" West 128.94 feet) to a rebar monument at the beginning of a 20.00 feet radius tangent curve to the left;

Thence Westerly along said curve 14.13 feet (chord bears North 82°56'25" West 14.00 feet) to a rebar monument on a curve to the left, the radius point of which bears South 44°17'08" West 153.00 feet;

Thence Northwesterly along said curve 30.30 feet (chord bears North 51°23'14" West 30.25 feet) to a rebar monument on a curve to the right, the radius of which bears North 54°10'30" East 145.00 feet;

Thence Northwesterly along said curve 97.15 feet (chord bears North 16°37'55" West 95.34 feet) to a rebar monument at the beginning of a 317.00 foot radius tangent curve to the left;

Thence Northerly along said curve 64.89 feet (chord bears North 3°18'12" West 64.78 feet) to a rebar monument;

Thence leaving said curve on a tangent North 9°10'04" West 107.13 feet to a rebar monument at the beginning of a 275.00 foot tangent curve to the right;

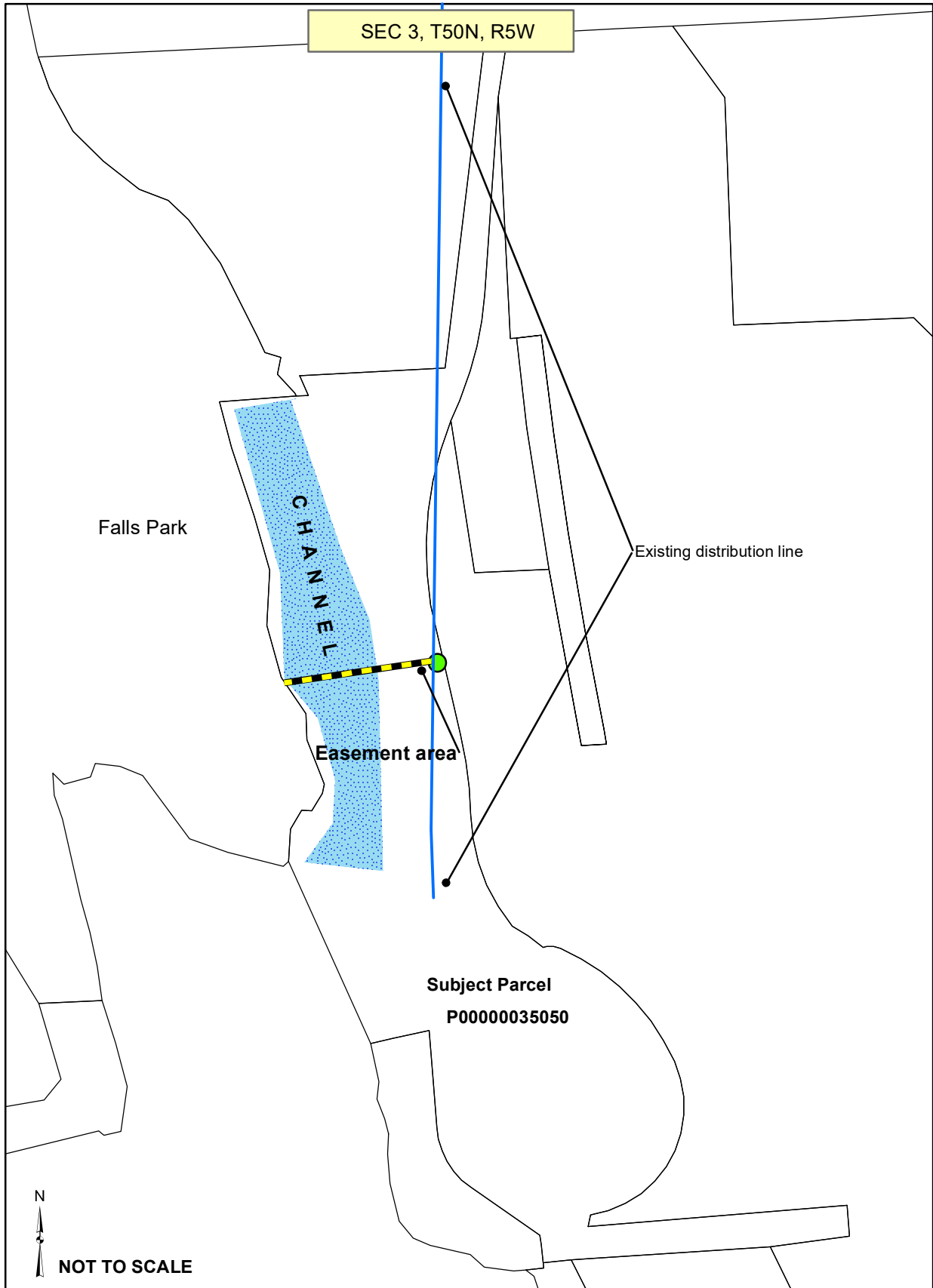
Thence Northeasterly along said curve 168.85 feet (chord bears North 8°25'18" East 166.21 feet) to a rebar monument at the beginning of a 275.00 foot tangent curve to the left;

Thence Northeasterly along said curve 88.20 feet (chord bears North 16°49'23" East 87.82 feet) to a rebar monument;

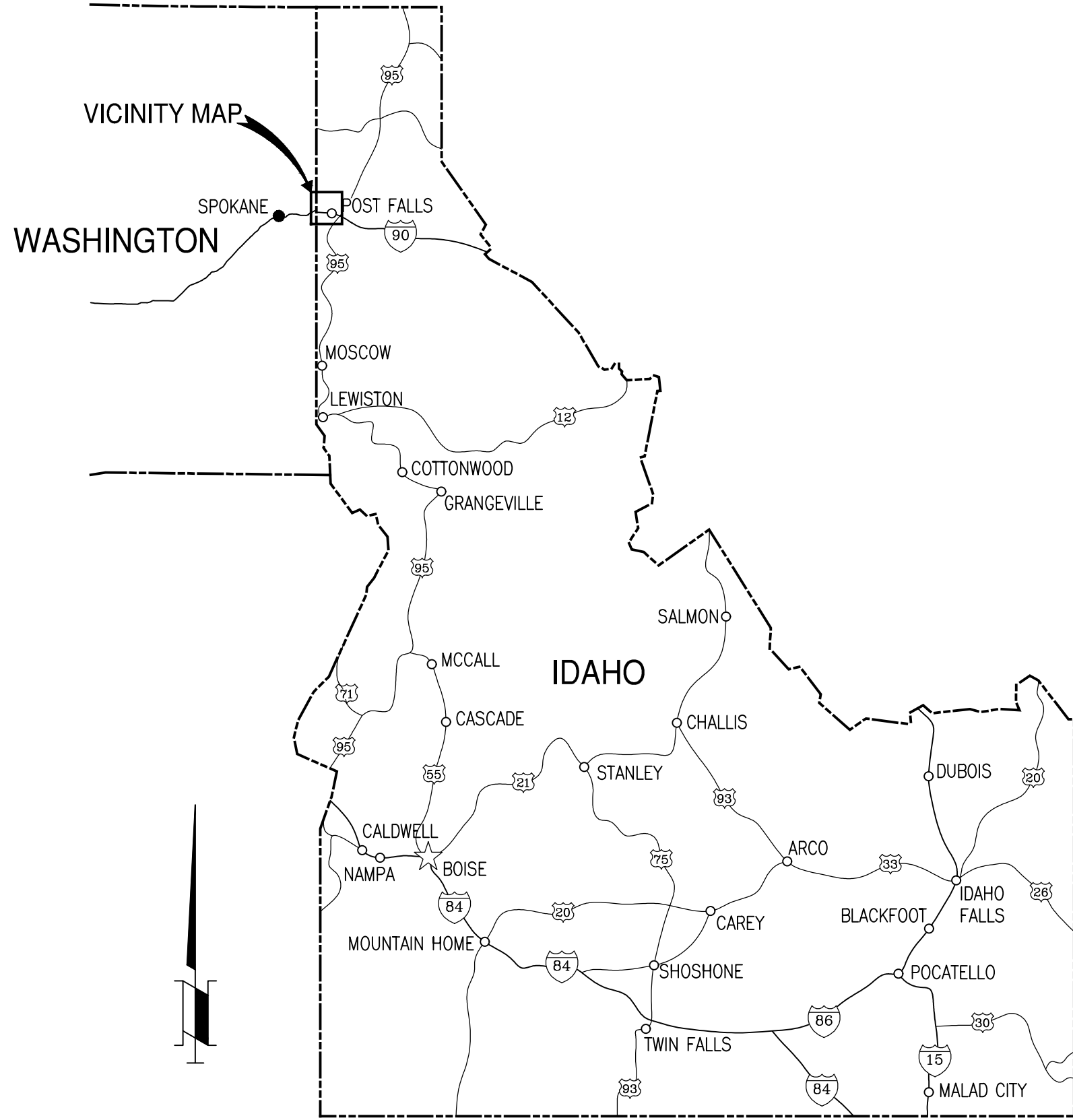
Thence leaving said curve on a tangent North 7°38'07" East 230.30 feet to a rebar monument set on the Northerly boundary of said lot 4A;

Thence North 90°00'00" West 13.96 feet to the said True point of Beginning.

Except the a portion therefrom as previously conveyed in said Deed recorded under instrument No. 2385513000

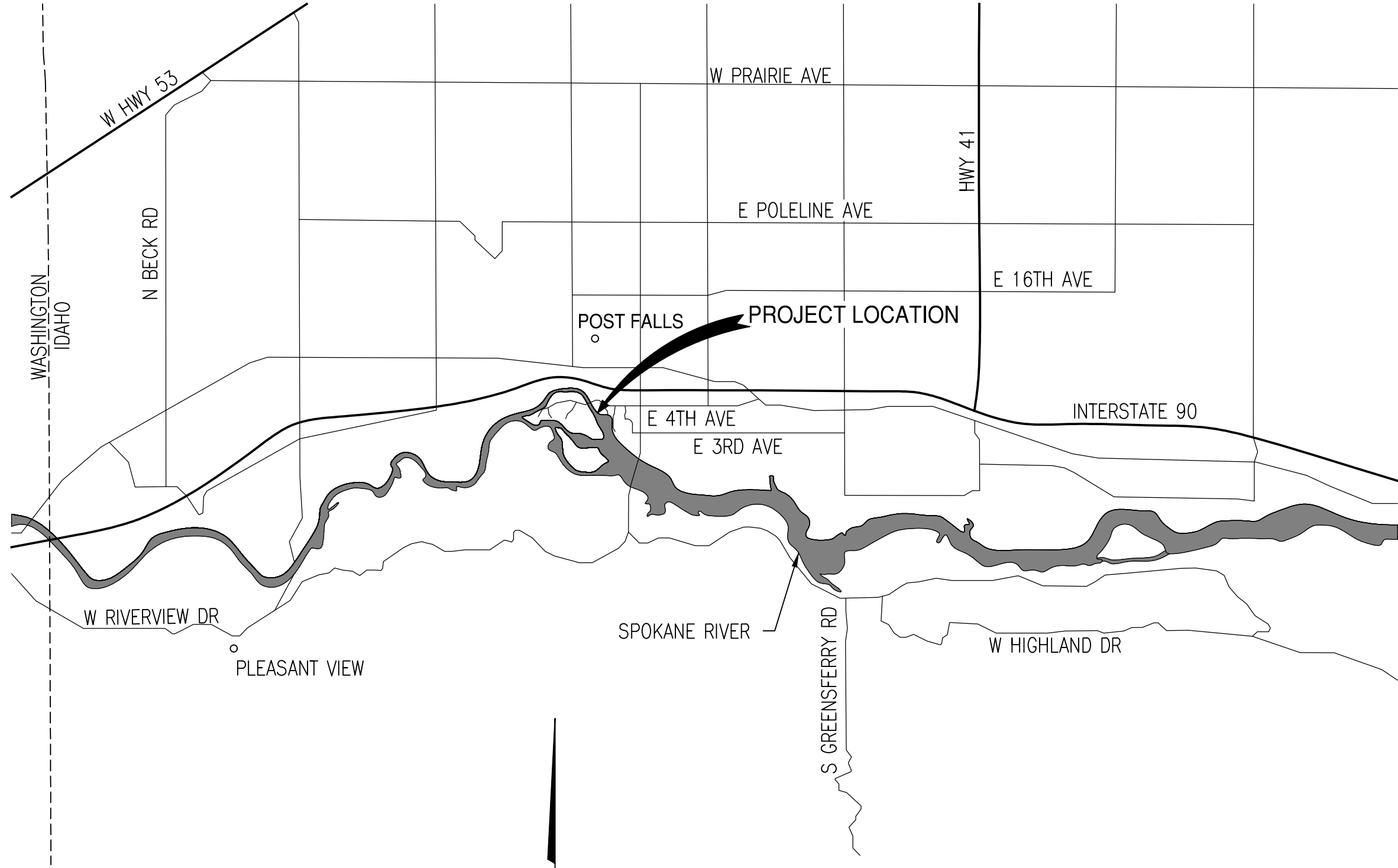


300E-40-403-01-00



VICINITY MAP
WASHINGTON

LOCATION MAP



VICINITY MAP

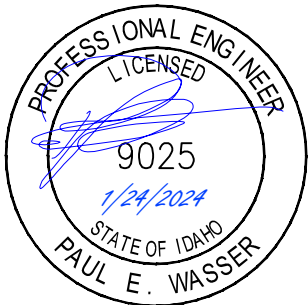


LOCATION MAP

DRAWING LIST					
DRAWING NUMBER	LINE-1	LINE-2	LINE-3	LINE-4	LINE-5
300E-40-403-01-00	POST FALLS HED	PLANT CIVIL/STRUCTURAL	NORTH CHANNEL TEMPORARY ACCESS ROAD	LOCATION MAPS & DRAWING LIST	AND SPECIFICATIONS
300E-40-403-01-01	POST FALLS HED	PLANT CIVIL/STRUCTURAL	NORTH CHANNEL TEMPORARY ACCESS ROAD	SITE PLAN	
300E-40-403-01-02	POST FALLS HED	PLANT CIVIL/STRUCTURAL	NORTH CHANNEL TEMPORARY ACCESS ROAD	PLAN AND PROFILE	
300E-40-403-01-03	POST FALLS HED	PLANT CIVIL/STRUCTURAL	NORTH CHANNEL TEMPORARY ACCESS ROAD	EROSION AND SEDIMENT CONTROL PLAN	
REFERENCE DRAWINGS AND DATA SHEETS					
300E-40-408-01	POST FALLS HED	POST FALLS LANDING			
300E-40-404-01	POST FALLS HED	CORBIN DITCH PATHWAY REPAIR			
	POST FALLS HED	2016 CANAL DIKE ANALYSIS			
SITE SURVEY	POST FALLS HED	NOV 2023, OCT 2023 & JULY 2021 BY DAVID EVANS AND ASSOCIATES			

INSPECTION REQUIREMENTS:

1. CONSTRUCTION AND INSPECTION SHALL CONFORM TO IDAHO TRANSPORTATION DEPARTMENT 2023 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.



NEW DRAWING

CONSTRUCTION
DRAWING

POST FALLS HED
PLANT CIVIL/STRUCTURAL
NORTH CHANNEL TEMPORARY ACCESS ROAD
LOCATION MAPS & DRAWING LIST
AND SPECIFICATIONS

AVISTA CORPORATION
SPOKANE, WASHINGTON

NTS	1-18-24
SCALE	DATE
DESIGN <u>SCHNABEL</u>	CHECKED <u>NAG</u>
DRAWN <u>BJY</u>	NOTED <u>SEI/NAG</u>
CHECKED <u>TJB</u>	NOTED <u>TLB</u>

APPROVED
P. J. Hest
1-18-24
DATE

MFG DWG NO:

0	1-18-24	TEMPORARY ACCESS ROAD	SEI	SU	
NO	DATE	REVISION	BY	CKD	AS BUILT

DWG NO: 300E-40-403-01-00



1/24/2024 9:11 AM
300E-40-403-01-02.dwg



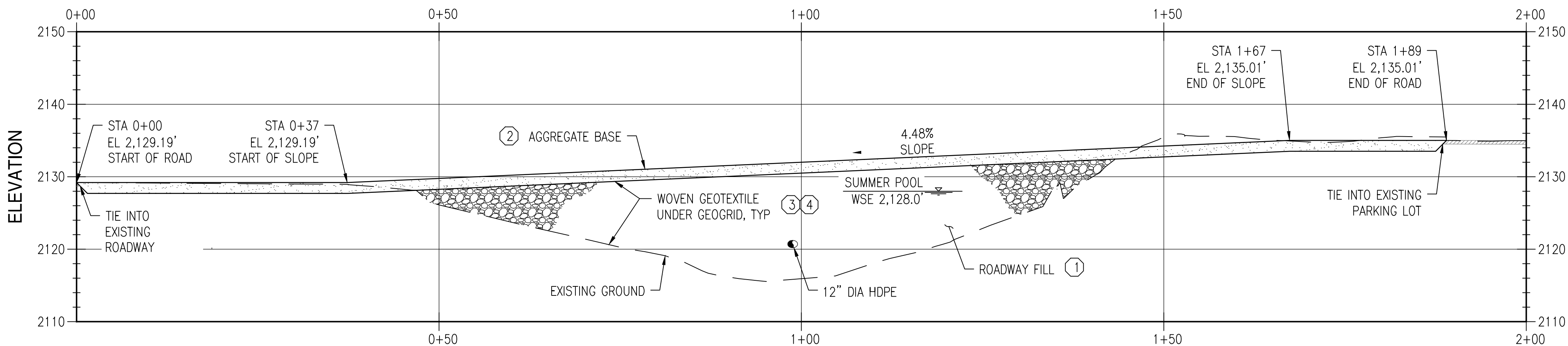
NOTES:

- REFERENCE CANAL DIKE ANALYSIS FROM 2016 SITE SUPPORTING TECHNICAL INFORMATION FOR SUBGRADE CONDITIONS. THE INVESTIGATION FOUND ORGANIC MATERIAL, SAND, GRAVEL, AND GENESIS BEDROCK AT A DEPTH OF APPROXIMATELY 33.3 FT.
- BASED ON EXISTING CONDITIONS ROADWAY FILL MAY SETTLE. CONTRACTOR TO ADD ADDITIONAL AGGREGATE BASE TO THE ROADWAY SURFACE AS NECESSARY TO MAINTAIN ALIGNMENT AND ELEVATION.
- COMPLETELY REMOVE TEMPORARY ACCESS ROAD, AGGREGATES, GEOTEXTILE AND GEOGRID AT COMPLETION OF CONSTRUCTION. RESTORE CHANNEL SIDE SLOPES AND GRASSY AND WOODED AREAS TO ORIGINAL GRADE, PLACE TOPSOIL, AND SEED.

CONSTRUCTION NOTES:

- ROADWAY FILL MATERIAL SHALL CONFORM TO IDAHO TRANSPORTATION DEPARTMENT (ITD) 2023 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SECTION 703.08 AGGREGATE FOR OPEN GRADED BASE, CLASS 1 (ROCK CAP), OR APPROVED EQUIVALENT. CONSTRUCTION SHALL CONFORM TO SECTION 307, OPEN-GRADED BASE, OF THE ITD STANDARD SPECIFICATIONS.
- AGGREGATE BASE MATERIAL SHALL CONFORM TO IDAHO TRANSPORTATION DEPARTMENT 2023 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SECTION 703.04 AGGREGATE FOR UNTREATED BASE, TREADED BASE, AND ROAD MIX, 3/4-IN. TYPE "B." OR APPROVED EQUIVALENT. CONSTRUCTION SHALL CONFORM TO SECTION 303, AGGREGATE BASE, OF THE ITD STANDARD SPECIFICATIONS.
- GEOGRID SHALL BE TENSAR TRIAX TX160 OR APPROVED EQUIVALENT.
- GEOTEXTILE SHALL BE WOVEN TYPE II PER IDAHO TRANSPORTATION DEPARTMENT 2023 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SECTION 718.07-1, SUBGRADE SEPARATION GEOTEXTILE CRITERIA.
- REMOVE ASPHALT WALKWAY AND CORNER OF PARKING LOT ASPHALT & FILL WITH AGGREGATE BASE. CONTRACTOR SHALL RESTORE AND REPLACE IN-KIND UPON CONSTRUCTION COMPLETION. MATCH EXISTING BASE AND ASPHALT THICKNESS. APPLY TACK COAT TO CONSTRUCTION JOINTS.
- REMOVE CURBING AND SIDEWALK & FILL WITH AGGREGATE BASE. CONTRACTOR SHALL REPLACE IN-KIND UPON CONSTRUCTION COMPLETION.
- RELOCATE EXISTING STORMWATER DRAIN FOR PARKING LOT DURING CONSTRUCTION. RESTORE AND REPLACE UPON COMPLETION OF CONSTRUCTION.

PROFILE



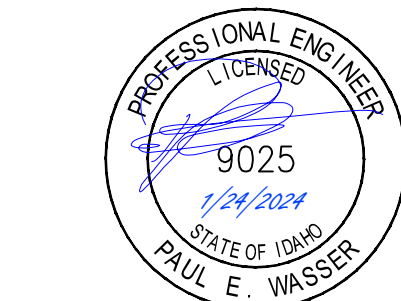
GEOLOCATION NOTES:

- HORIZONTAL DATUM IS NAD83 (2011) EPOCH 2010.000 PROJECTED TO IDAHO STATE PLANE WEST ZONE WITH A COMBINATION FACTOR OF 0.99993397.
- VERTICAL DATUM IS WASHINGTON WATER POWER CONVERTED FROM NAVD88 WITH GEOID18 MODELING. SEE BELOW FOR DATUM CONVERSION.

DATUM CONVERSION:

WWP DATUM = NGVD29 + 3.05'
NGVD29 = NAVD88 - 3.83'
WWP DATUM = NAVD88 - 0.78'

0	1-18-24	TEMPORARY ACCESS ROAD	SEI	SU	
NO	DATE	REVISION	BY	CKD	AS BUILT



NEW DRAWING

CONSTRUCTION
DRAWING

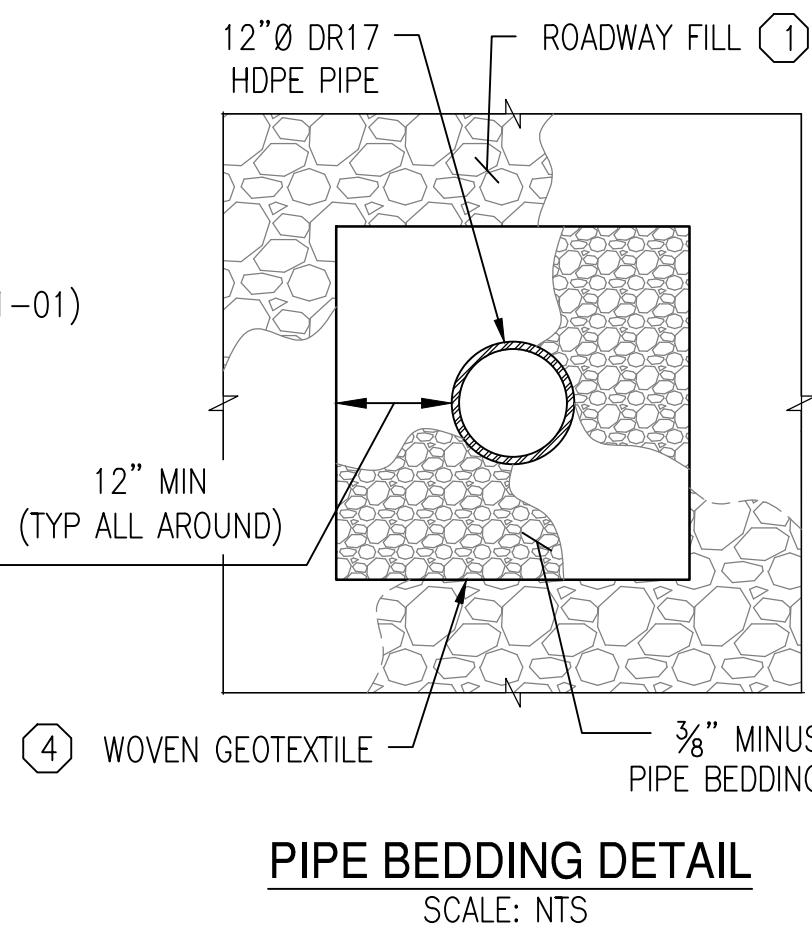
SECTION A

REFERENCE DRAWINGS

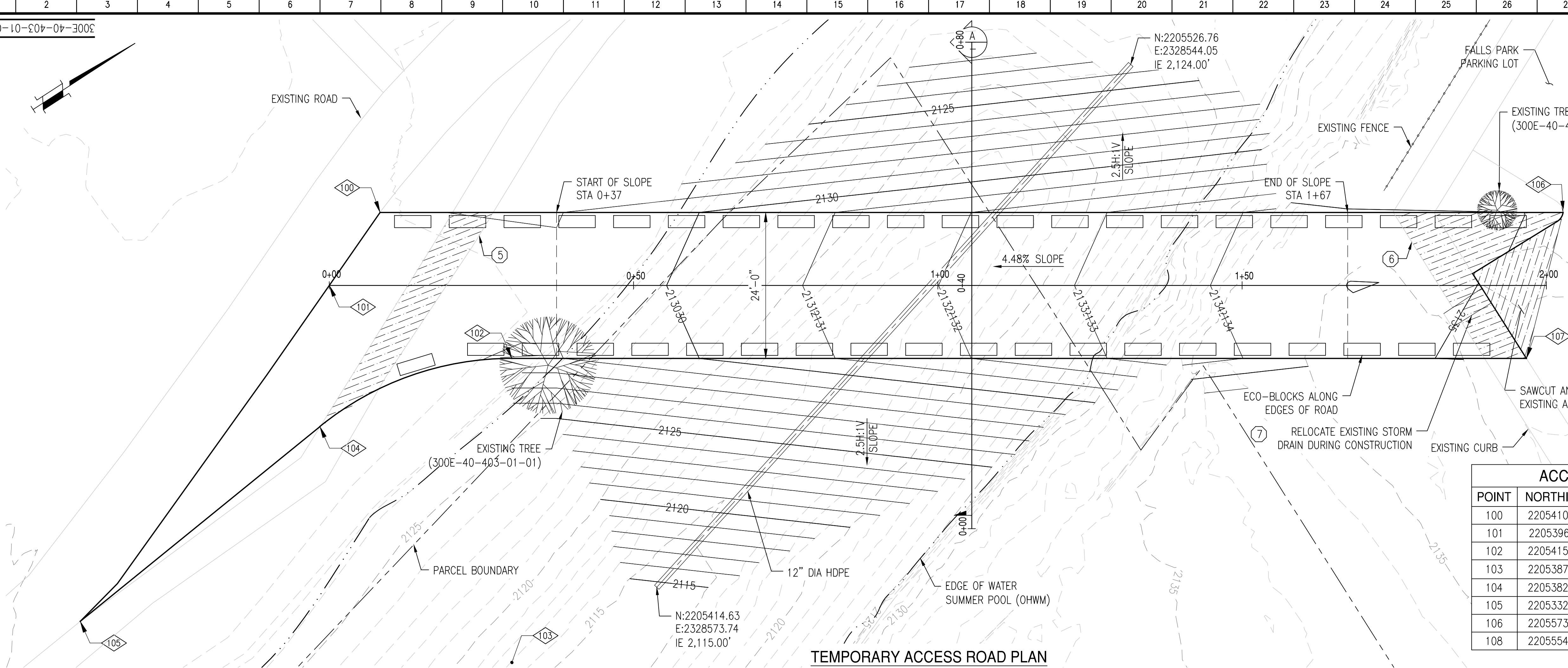
LOCATION MAPS & DRAWING LIST & SPECIFICATIONS . . . 300E-40-403-01-00

POST FALLS HED
PLANT CIVIL/STRUCTURAL
NORTH CHANNEL TEMPORARY ACCESS ROAD
PLAN AND PROFILE

AVISTA CORPORATION SPOKANE, WASHINGTON		APPROVED <i>P. J. H.</i> 1-18-24 DATE	
1" = 10'	1-18-24	CHECKED	NAG
SCALE	DATE	DESIGN	SCHNABEL
NOTED	SEI/NAG	DRAWN	BJY
NOTED	TLB	CHECKED	TJB
MFG DWG NO:		DWG NO: 300E-40-403-01-02	



TEMPORARY ACCESS ROAD PLAN



ACCESS ROAD COORDINATE SCHEDULE

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	2205410.05	2328497.28	2,129.22'	EXISTING ROAD TIE-IN
101	2205396.51	2328502.79	2,129.22'	EXISTING ROAD TIE-IN
102	2205415.15	2328529.20	2,129.22'	CT
103	2205387.92	2328571.14	-	RADIUS PT (R=50')
104	2205382.58	2328521.43	2,129.22'	TC
105	2205332.13	2328526.84	2,129.57'	EXISTING ROAD TIE-IN
106	2205573.10	2328603.13	2,134.97'	PARKING LOT TIE-IN
108	2205554.97	2328619.98	2,134.97'	PARKING LOT TIE-IN

CONSTRUCTION NOTES:

1. THE FOLLOWING CONSTRUCTION SEQUENCE SHALL BE FOLLOWED IN ORDER TO BEST MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENTATION CONTROL (ESC) PROBLEMS:

A) CLEAR AND GRUB SUFFICIENTLY FOR INSTALLATION OF TEMPORARY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICE MEASURES (BMPs);

B) INSTALL TEMPORARY ESC BMPs, CONSTRUCTING SEDIMENT TRAPPING BMPs AS ONE OF THE FIRST STEPS PRIOR TO GRADING;

C) CLEAR, GRUB AND ROUGH GRADE FOR ROADS, TEMPORARY ACCESS POINTS AND UTILITY LOCATIONS;

D) STABILIZE ROADWAY APPROACHES AND TEMPORARY ACCESS POINTS WITH THE APPROPRIATE CONSTRUCTION ENTRY BMP;

E) CLEAR, GRUB AND GRADE SUBJECT SITE;

F) TEMPORARILY STABILIZE, THROUGH APPROPRIATE BMPs, SUBJECT SITE IN SITUATIONS WHERE SUBSTANTIAL CUT OR FILL SLOPES ARE A RESULT OF THE SITE GRADING;

G) CONSTRUCT ROADS, BUILDINGS, PERMANENT STORMWATER FACILITIES (SUCH AS INLETS, PONDS, UNDERGROUND INJECTION CONTROL (UIC) FACILITIES, ETC.);

H) PROTECT ALL PERMANENT STORMWATER FACILITIES UTILIZING THE APPROPRIATE BMPs;

I) INSTALL PERMANENT ESC CONTROLS, WHEN APPLICABLE; AND,

J) REMOVE TEMPORARY ESC CONTROLS WHEN:

A. PERMANENT ESC CONTROLS, WHEN APPLICABLE, HAVE BEEN COMPLETELY INSTALLED;

B. ALL LAND-DISTURBING ACTIVITIES THAT HAVE THE POTENTIAL TO CAUSE EROSION OR SEDIMENTATION PROBLEMS HAVE CEASED; AND,

C. VEGETATION HAS BEEN ESTABLISHED IN THE AREAS NOTED AS REQUIRING VEGETATION ON THE ACCEPTED ESC PLAN ON FILE WITH THE LOCAL JURISDICTION.

2. INSPECT ALL ROADWAYS, AT THE END OF EACH DAY, ADJACENT TO THE CONSTRUCTION ACCESS ROUTE. IF IT IS EVIDENT THAT SEDIMENT HAS BEEN TRACKED OFF SITE AND/OR BEYOND THE ROADWAY APPROACH, CLEANING IS REQUIRED.

3. IF SEDIMENT REMOVAL IS NECESSARY PRIOR TO STREET WASHING, IT SHALL BE REMOVED BY SHOVELING OR PICKUP SWEEPING AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.

4. IF STREET WASHING IS REQUIRED TO CLEAN SEDIMENT TRACKED OFF SITE, ONCE SEDIMENT HAS BEEN REMOVED, STREET WASH WASTEWATER SHALL BE CONTROLLED BY PUMPING BACK ON-SITE OR OTHERWISE PREVENTED FROM DISCHARGING INTO SYSTEMS TRIBUTARY TO WATERS OF THE STATE AND ROAD SIDE SWALES.

5. RESTORE CONSTRUCTION ACCESS ROUTE EQUAL TO OR BETTER THAN THE PRE-CONSTRUCTION CONDITION.

6. RETAIN THE DUFF LAYER, NATIVE TOPSOIL, AND NATURAL VEGETATION IN AN UNDISTURBED STATE TO THE MAXIMUM EXTENT PRACTICAL.

7. INSPECT SEDIMENT CONTROL BMPs WEEKLY AT A MINIMUM, DAILY DURING A STORM EVENT, AND AFTER ANY DISCHARGE FROM THE SITE (STORMWATER OR NON-STORMWATER). THE INSPECTION FREQUENCY MAY BE REDUCED TO ONCE A MONTH IF THE SITE IS STABILIZED AND INACTIVE.

8. CONTROL FUGITIVE DUST FROM CONSTRUCTION ACTIVITY IN ACCORDANCE WITH THE STATE AND/OR LOCAL AIR QUALITY CONTROL AUTHORITIES WITH JURISDICTION OVER THE PROJECT AREA. DO NOT USE WATER WHEN IT MAY DAMAGE ADJACENT CONSTRUCTION OR CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS, SUCH AS ICE, FLOODING, AND POLLUTION.

9. STABILIZE EXPOSED UNWORKED SOILS (INCLUDING STOCKPILES), WHETHER AT FINAL GRADE OR NOT, WITHIN 10 DAYS DURING THE REGIONAL DRY SEASON (JULY 1 THROUGH SEPTEMBER 30) AND WITHIN 5 DAYS DURING THE REGIONAL WET SEASON (OCTOBER 1 THROUGH JUNE 30). SOILS MUST BE STABILIZED AT THE END OF A SHIFT BEFORE A HOLIDAY WEEKEND IF NEEDED BASED ON THE WEATHER FORECAST. THIS TIME LIMIT MAY ONLY BE ADJUSTED BY A LOCAL JURISDICTION WITH A "QUALIFIED LOCAL PROGRAM," IF IT CAN BE DEMONSTRATED THAT THE RECENT PRECIPITATION JUSTIFIES A DIFFERENT STANDARD AND MEETS THE REQUIREMENTS SET FORTH IN THE CONSTRUCTION STORMWATER GENERAL PERMIT.

10. PROTECT INLETS, DRYWELLS, CATCH BASINS AND OTHER STORMWATER MANAGEMENT FACILITIES FROM SEDIMENT, WHETHER OR NOT FACILITIES ARE OPERABLE.

11. KEEP ROADS ADJACENT TO INLETS CLEAN.

12. INSPECT INLETS WEEKLY AT A MINIMUM AND DAILY DURING STORM EVENTS.

13. CONSTRUCT STORMWATER CONTROL FACILITIES (DETENTION/RETENTION STORAGE POND OR SWALES) BEFORE GRADING BEGINS. THESE FACILITIES SHALL BE OPERATIONAL BEFORE THE CONSTRUCTION OF IMPERVIOUS SITE IMPROVEMENTS.

14. KEEP STOCKPILE MATERIALS (SUCH AS ROADBASE) ON SITE OFF OF ROADWAY AND SIDEWALKS. STOCKPILES INACTIVE FOR 5 DAYS OR IF NEEDED BASED ON WEATHER FORECASTS SHALL BE COVERED TO PREVENT WASH AWAY IN A RAIN EVENT.

15. COVER, CONTAIN AND PROTECT ALL CHEMICALS, LIQUID PRODUCTS, PETROLEUM PRODUCTS, AND NONINERT WASTES PRESENT ON SITE FROM VANDALISM. USE SECONDARY CONTAINMENT FOR ON-SITE FUELING TANKS.

16. FUEL STORAGE AND REFUELING SHALL BE A MINIMUM OF 150' FROM ANY WATERWAY OR CHANNEL.

17. CONDUCT MAINTENANCE AND REPAIR OF HEAVY EQUIPMENT AND VEHICLES INVOLVING OIL CHANGES, HYDRAULIC SYSTEM REPAIRS, SOLVENT AND DE-GREASING OPERATIONS, FUEL TANK DRAIN DOWN AND REMOVAL, AND OTHER ACTIVITIES THAT MAY RESULT IN DISCHARGE OR SPILLAGE OF POLLUTANTS TO THE GROUND OR INTO STORMWATER RUNOFF USING SPILL PREVENTION MEASURES, SUCH AS DRIP PANS. CLEAN ALL CONTAMINATED SURFACES IMMEDIATELY FOLLOWING ANY DISCHARGE OR SPILL INCIDENT. IF RAINING OVER EQUIPMENT OR VEHICLE, PERFORM EMERGENCY REPAIRS ON SITE USING TEMPORARY PLASTIC BENEATH THE VEHICLE.

18. INSPECT ON A REGULAR BASIS (AT A MINIMUM WEEKLY, AND DAILY DURING/AFTER A RUNOFF PRODUCING STORM EVENT) AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL BMPs TO ENSURE SUCCESSFUL PERFORMANCE OF THE BMPs. NOTE THAT INLET PROTECTION DEVICES SHALL BE CLEANED OR REMOVED AND REPLACED BEFORE SIX INCHES OF SEDIMENT CAN ACCUMULATE.

19. REMOVE TEMPORARY ESC BMPs WITHIN 30 DAYS AFTER THE TEMPORARY BMPs ARE NO LONGER NEEDED. PERMANENTLY STABILIZE AREAS THAT ARE DISTURBED DURING THE REMOVAL PROCESS.

20. PROVIDE TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES TO PREVENT SOIL EROSION AND DISCHARGE OF SOIL-BEARING WATER RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES, ACCORDING TO REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY.

21. EROSION CONTROL MEASURES IN ADDITION TO THOSE INDICATED AS PART OF THIS PLAN MAY BE REQUIRED DUE TO UNFORESEEN CONDITIONS, IF THE MEASURES DO NOT FUNCTION AS INTENDED, OR IF THE AUTHORITIES HAVING JURISDICTION DETERMINE INDICATED MEASURES ARE INADEQUATE.

22. SILT FENCE SHALL BE USED TO AID IN CONTAINING ANY SEDIMENT ON THE SITE DURING CONSTRUCTION. STABILIZED CONSTRUCTION ENTRANCES SHALL BE USED ON ALL STORM DRAIN STRUCTURES, INCLUDING CATCH BASINS AND DRYWELLS. THE CONTRACTOR SHALL KEEP THE AREAS ADJACENT TO THE SITE INCLUDING ROADWAYS AND PARKING LOTS FREE FROM DEBRIS. REFER TO THE EROSION AND SEDIMENT CONTROL MEASURE DETAILS FOR ADDITIONAL INFORMATION.

23. PROVIDE A DESIGNATED, POSTED CONCRETE WASHOUT AREA. THE CONCRETE WASHOUT SHALL NOT BE ALLOWED TO DRAIN OFF THE SITE OR INTO ANY EXISTING OR FUTURE STORMWATER DRAINAGE FACILITIES. HARDENED CONCRETE WASHOUT SHALL BE BROKEN UP AND REMOVED FROM THE SITE.

24. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGES.

25. ALL LITTER, CONSTRUCTION DEBRIS, CHEMICALS, WASTES, EXCESS MATERIAL, ETC. SHALL BE DISPOSED OF IN COMPLIANCE WITH LOCAL, STATE AND/OR FEDERAL REGULATORY REQUIREMENTS.

26. CONTRACTOR TO INSTALL STORM DRAIN INLET PROTECTION ON ALL STORM INLETS AND STRUCTURES WITHIN THE PARKING LOT.

27. INSTALL FLOATING SILT CURTAIN AROUND UNDERWATER EXCAVATION/FILL AREAS TO PREVENT DISTURBED MATERIALS FROM LEAVING THE LIMITS OF DISTURBANCE. SILT CURTAIN SHALL MEET REQUIREMENT OF DOT TYPE 1 SILT AND TURBIDITY CURTAIN AND EXTEND TO BOTTOM OF CHANNEL. EXCESS SILT CURTAIN SHALL LIE FLAT WITHOUT WRINKLES ON THE BOTTOM, AWAY FROM CONSTRUCTION ACTIVITY AND SHALL BE ANCHORED IN PLACE.
-
-
- TBM INFORMATION:
- | POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION |
|-------|------------|------------|-----------|---------------------------|
| 200 | 2205649.15 | 2328671.12 | 2137.73 | TBM MAG SPIKE IN PAVEMENT |
- BENCH MARK NOTES:
1. CONTRACTOR SHALL PROTECT ALL EXISTING PROPERTY CORNERS AND BENCH MARKS. ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE REMEDIED AT THE CONTRACTOR'S EXPENSE.
-
- SILT FENCE TYP CROSS SECTION
- NOT TO SCALE
-
- SILT FENCE ELEVATION
- NOT TO SCALE
- SILT FENCE NOTES:
1. PREFAB FENCE ALLOWED IF REINFORCED AND APPROVED BY THE CITY CLEARING AND GRADING INSPECTOR.

2. FENCE SHALL NOT BE INSTALLED ON SLOPES STEEPER THAN 2:1.

3. JOINTS IN FILTER FABRIC SHALL BE OVERLAPPED 6 INCHES AT POST.

4. USE STAPLES, WIRE RINGS, OR EQUIVALENT TO ATTACH FABRIC TO FENCE.

5. REMOVE SEDIMENT WHEN IT REACHES 2/3 FENCE HEIGHT.
- NEW DRAWING
- CONSTRUCTION
DRAWING
- | | | | | | |
|----|---------|-----------------------|-----|-----|----------|
| 0 | 1-18-24 | TEMPORARY ACCESS ROAD | SEI | SU | |
| NO | DATE | REVISION | BY | CKD | AS BUILT |
- POST FALLS HED
PLANT CIVIL/STRUCTURAL
NORTH CHANNEL TEMPORARY ACCESS ROAD
EROSION AND SEDIMENT CONTROL PLAN

AVISTA CORPORATION
SPOKANE, WASHINGTON

1" = 20'
SCALE

1-18-24
DATE

DESIGN SCHNABEL CHECKED NAG
DRAWN BJY NOTED SEI/NAG
CHECKED TJB NOTED

APPROVED
P. J. Hest
1-18-24
DATE

MFG DWG NO:

DWG NO: 300E-40-403-01-03
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-
- 1/24/2024 9:11 AM
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- Contains Critical Energy Infrastructure Information – Do Not Release –
- Doc. No. 2024-0913
Page 175 of 435

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Legion Park Annexation File No ANNEX-23-7

ITEM AND RECOMMENDED ACTION:

The applicant is requesting to annex approximately 1.06-acres into the City of Post Falls (1.214-acres with rights-of-way) with the zoning description of Single-Family Residential (R1).

DISCUSSION:

Van Houten Consulting & Design, LLC is requesting on behalf of Blackwell Homes, LLC, the property owner, approval to annex approximately 1.21-acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission forwarded a recommendation of the requested zone at their February 13th Planning and Zoning Commission Meeting.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ATTACHMENTS:

1. Supporting Documents
2. Exhibit S-4: Planning and Zoning Commission Staff Report
3. Exhibit S-5: Signed Development Agreement
4. Exhibit S-6: Signed PZ Minutes 2-13-2024
5. Exhibit S-7: Signed Legion Park Zoning Recommendation ANNEX-23-7
6. Exhibit PA-6: YPL Comment
7. Exhibit PA-7: KCFR Comment
8. Exhibit PA-8: PFPD Comment
9. Exhibit PA-9: PFHD Comment
10. Exhibit PA-10: PFSD Comment
11. Exhibit PA-11: DEQ Comment

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4: Planning and Zoning Commission Staff Report

Exhibit A-1 – Annexation Application

Exhibit A-2 – Narrative

Exhibit A-3 – Vicinity Map

Exhibit A-4 – Owner Authorization Letter

Exhibit A-5 – Title Report

Exhibit S-1 – Vicinity Map

Exhibit S-2 – Zoning Map

Exhibit S-3 – Future Land Use Map

Exhibit PA-1 – YPL comments

Exhibit PA-2 –KCFR comments

Exhibit PA-3 – PFPD comments

Exhibit PA-4 – KCCD comments

Exhibit PA-5 – PFHD comments

Exhibit S-5: Signed Development Agreement

Exhibit S-6: Minutes 02-13-2024

Exhibit S-7: Signed Zoning Recommendation

Exhibit PA-6: YPL comments

Exhibit PA-7: KCFR comments

Exhibit PA-8: PFPD comments

Exhibit PA-9: PFHD comments

Exhibit PA-10: PFSD comments

Exhibit PA-11: DEQ comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: February 7, 2024

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: FINAL STAFF REPORT FOR THE FEBRUARY 13, 2023, P&Z COMMISSION MEETING
LEGION PARK ANNEXATION FILE NO. ANNX-23-7

INTRODUCTION:

Van Houten Consulting & Design, LLC is requesting on behalf of Blackwell Homes, LLC, the property owner, approval to annex approximately 1.21-acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1) (Exhibit S-1). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

PROJECT INFORMATION:

Project Name / File Number: Legion Park Annexation File No. ANNX-23-7

Owner(s): Blackwell Homes, LLC, 2229 Dakota Ave., Hayden, ID 83835

Applicant: Merle Van Houten, 401 ½ E. Sherman Ave. Ste. #208, Coeur d' Alene, ID 83814

Project Description: Annex approximately 1.21-acres into the City of Post Falls with a zoning request of Single Family Residential (R-1).

Project Location: The property is located on the northeast corner of E. Legion Rd. and N. Syringa St.

Surrounding Land Uses: There are single-family households to the north and east of the subject property. On the west and south are public roadway rights-of-way to that include N. Syringa St. and E. Legion Rd.

AREA CONTEXT (proposed site hatched red in following map):



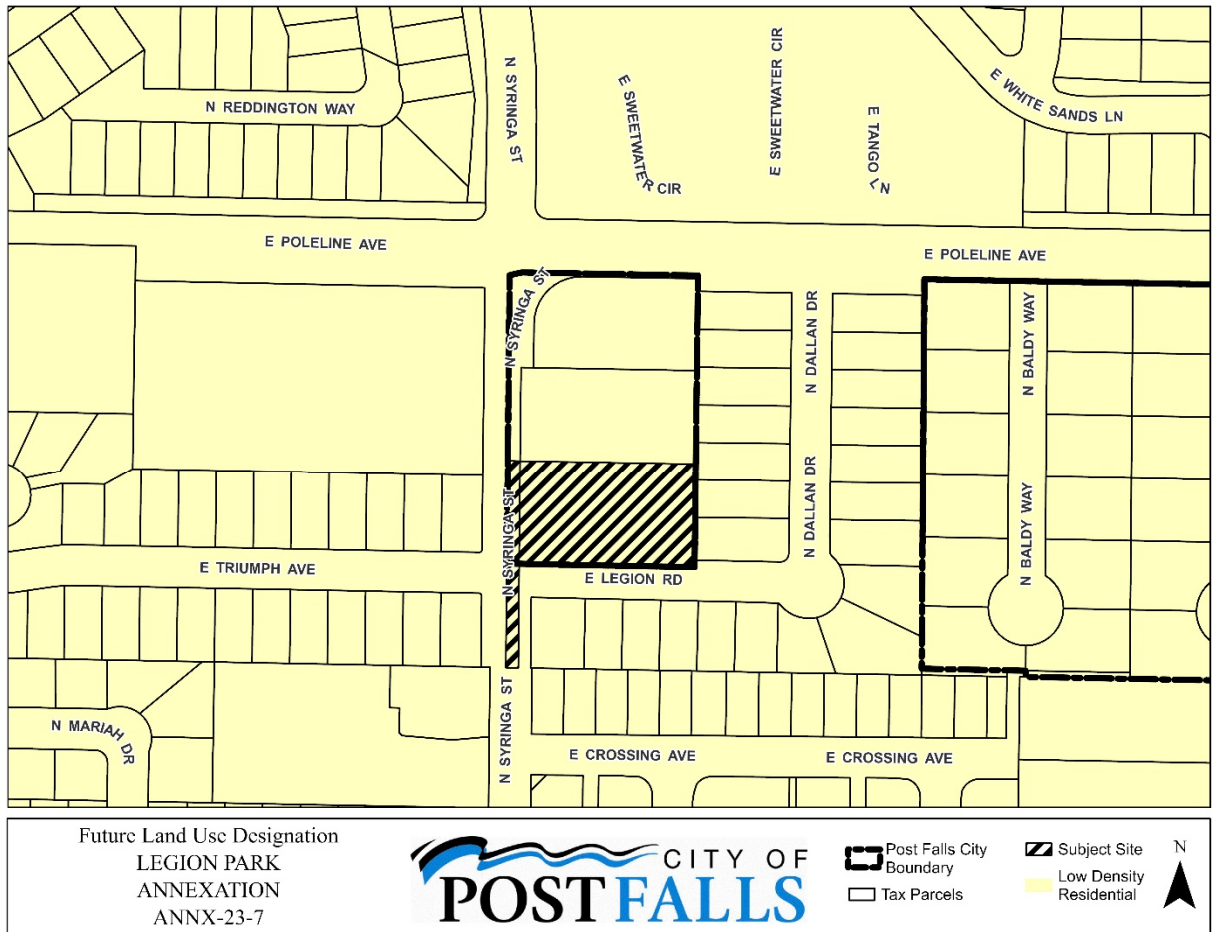
EVALUATION OF ZONING APPROVAL CRITERIA:

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

ZONE CHANGE REVIEW CRITERIA

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

The Future Land Use Map classifies this property with the land use designation of **Low Density Residential** (See Following Image). This category encompasses all types of single-family residential uses up to eight dwelling units per acre and supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street, and infrastructure capacities, planned development patterns and compatibility with existing development. The following are the Implementing Zoning Districts: R-1-S, **R-1**, R-2, RM, SC3, Per Focus Area.



The proposed annexation is located within the Central Island Focus Area, which states the following:

A particular challenge for Post Falls has been the incorporation of "county islands" into City Limits, particularly in this portion of town. A mix of agricultural uses and large-lot single-family uses has remained in place for decades, resistant to surrounding development pressures. As it transforms over time, challenges will include struggles to match and blend street network design and connections, ensure land use compatibility, and orchestrating improvements to utility systems. Successful development of this area and incorporation into City Limits will likely rely on incentives rewarding developers with higher density or modified design standards in exchange for forward-thinking integration of the land into its surrounding context. This area could benefit from a sub-area transition plan to ease the incorporation of these "county islands" into City Limits.

Staff Comment: The proposed single family residential (R-1) zone is near other R-1 zones and is consistent with the focus area above regarding "county islands". There is an existing round-about to the north at the intersection of N. Syringa St. and E Poleline Ave. to help facilitate traffic. The existing surrounding area is primarily built out as residential homes for this area.

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

Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

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

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

In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base with a supportive housing stock within City limits.

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

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

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

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

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

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

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

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service.

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

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

Staff Comment: Additional housing may help further long-term fiscal health of the City by supporting both the Industrial and Commercial uses by supporting employment and commerce objectives.

- Maintain and enhance resident quality of life.

Staff Comment: Annexing this property in the City would maintain the resident's quality of life and further development could help enhance quality of life through improvements.

- Promote compatible, well-designed development.

Staff Comment: Development will be required to meet City design standards.

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

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

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

- Future land use mapping.

Staff Comment: This has been addressed in Criteria 1.

- Compatibility with surrounding land uses.

Staff Comment: Existing use, currently for the subject site, is single-family residential and would be compatible with the surrounding residential subdivisions. The request of R-1 would help future uses be compatible with the surrounding single-family homes.

- Infrastructure and service plans.

Staff Comment: Sanitary Sewer for the site is located adjacent to the site along N. Syringa St. and E. Legion Rd. Sewer services have been stubbed to the site, with past development work, from Syringa Street and Legion Road. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

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

Water service for the site would be provided by the Ross Point Water Association.

- Existing and future traffic patterns.

Staff Comment: The property's west boundary is adjacent to N. Syringa St., a classified Minor Collector roadway that connects to Poleline Ave. (Minor Arterial) 600 ft. to the north. Additional roadway service is provided by E. Legion Rd. along the property's southern boundary. 0.25 miles east. Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility

easement, complying with adopted City Design Standards:

Syringa Street – Minor Collector, 80-foot road rights-of-way, as measured from the existing western rights-of-way line for Syringa Street. A 10-foot sidewalk, drainage, and utility easement shall be provided adjacent to the dedicated rights-of-way.

Legion Road – Local Street, 65-foot road rights-of-way, as measured from the existing southern rights-of-way line for Legion Road. A 10-foot sidewalk, drainage, and utility easement shall be provided adjacent to the dedicated rights-of-way.

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

Staff Comment: The response to this is embedded within the analysis of this staff report.

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

Staff Comment: This site would be considered a compatible infill development area and within the exclusive tier of the Area City Impact. Having this approved to be incorporated into the City may help meeting this policy.

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

- Surrounded by incorporated areas.

Staff Comment: The site is currently surrounded, except the north, by incorporated City and is considered to be within a County “island”.

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls is the purveyor for Sanitary Sewer and Ross Point Water would be the water purveyor. Sanitary sewer infrastructure is located adjacent to the property and sewer services have been stubbed to the property from both N. Syringa St. and E. Legion Rd. The City has capacity and is willing to provide service to the site.

- That support increased development intensity near the urban core.

Staff Comment: The site size and requested zoning would limit the intensity for development and it is not located near an urban core.

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

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

Policy 15: Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes, and abilities through provision of diverse housing types and

price levels.

Staff Comment: The Single-Family Residential (R-1) zoning may provide for future development of diverse housing for all ages, incomes, and abilities with diversified housing opportunities.

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

Staff Comment: Additional rights-of-way and easement would need to be provided as part of annexation. Annexation shall include all rights-of-way adjoining the site and currently within the County.

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

Staff Comment: Upon the development of the site, frontage improvements will be required to be completed. This allows for continuity of pedestrian pathways that currently exist along N. Syringa St. and E. Legion Rd.

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

Staff Comment: Upon the development of the site from a subdivision, roadway and pedestrian improvements will be required to be completed. This allows for continuity of roadways and pedestrian pathways.

Policy 45: Guide annexation decisions guided by and considering:

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

Staff Comment: Compliance with associated master plans has been outlined herein. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

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

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

- Studies that evaluate environmental and public service factors.

Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request. The site is south of the Phillips 66 pipeline and north of the Northwest

Pipeline Corp. Identification of the pipelines will need to be shown and noted on any future platting of the property, per Idaho Code.

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

Staff Comment: The property is abutting the City of Post Falls on three (3) sides. Utilities are located adjacent to the property and capable of providing service to the property. The City of Post Falls currently maintains and operates the transportation and water reclamation facilities adjoining the site. Annexation of the property would create no net increase in the operational and maintenance costs of the adjoining City infrastructure.

- Comprehensive plan goals and policies.

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

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

Staff Comment: Frontage improvements associated with future development, including the planting of street trees and adequate irrigation, are required. Policy 71 will be met through these plans as existing trees are assessed and any new proposed trees to help identify the below bulleted items.

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

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

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems and will not utilize a septic system. With site redevelopment, two (2) septic systems will be removed from service. Stormwater management will be reviewed through the subdivision review process.

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

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

Agencies Notified:

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

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

- **Exhibit PA-1 YPL** – No comments
- **Exhibit PA-2 KCFR** – Reserves comments for permitting process
- **Exhibit PA-3 PFPD** – Remains neutral
- **Exhibit PA-4 KCCD** – No comments
- **Exhibit PA-5 PFHD** – In favor as it is consistent with the City of Post Falls Comprehensive Plan

PUBLIC PROCESS: Notice of the proposed annexation was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on January 23, 2024. Notice has been published in the Coeur d'Alene Press on January 25, 2024. The property posting was posted January 31, 2024, on the subject site by.

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along Syringa Street
 - a. 80-feet, full road rights-of-way dedication, measured from the existing western rights-of-way lane of Syringa Street.
 - b. A 10-foot sidewalk, drainage, and utility easement is required.
3. Dedication of Rights-of-way and easements along Legion Road
 - a. 65-feet, full road rights-of-way dedication, measured from the existing southern rights-of-way lane of Legion Road.
 - b. A 10-foot sidewalk, drainage, and utility easement is required.
4. Existing structures will be required to pay appropriate Capacity Fees and connect to City's sanitary sewer system at the time of subdivision or other site development.
5. Existing Septic systems shall be abandoned, in accordance with Panhandle Health Standards, at the time of connection to the City's sanitary sewer system.

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required

evaluation criteria for the requested annexation. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1 – Annexation Application
Exhibit A-2 – Narrative
Exhibit A-3 – Vicinity Map
Exhibit A-4 – Owner Authorization
Exhibit A-5 – Title Report

Staff Exhibits:

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

Testimony:

Exhibit PA-1 – YPL comments
Exhibit PA-2 – KCFR comments
Exhibit PA-3 – PFPD comments
Exhibit PA-4 – KCCD comments
Exhibit PA-5 – PFHD comments

Annexation

ANNX-23-7

Submitted On: Nov 29, 2023

Applicant

 Merle Van Houten
 2089304000
 merle@vanhoutencd.com

Application Information

Did an Annexation Pre-app take place?

Yes

Applicant Type

Engineer

Description of Project/Reason for Request

Subdivision Annexation

Existing Zoning

AG-Suburban

Adjacent Zoning

R-1

Current Land Use

Residential

Adjacent Land Use

Residential

Proposed Zone

R-1, Cottage Home Residential Code (18.24.032)

Owner Information

Name

Benjamin Steckman

Company

Blackwell Homes, LLC

Phone

208-661-5871

Email

ben.steckman@blackwellhomesLLC.com

Address

2229 Dakota Ave

City, State, Zip Code

Hayden, ID 83835

Application Certification

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

true

Exhibit A-1

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

true

Project Narrative

Annexation of:

Parcel #0-6360-35-004-AD

Kootenai County, Idaho

For:

**Blackwell Homes, LLC
2229 Dakota Ave
Hayden, ID 83835**

Prepared by:

Merle Van Houten, P.E., LEED AP



**Van Houten Consulting and Design, LLC
401 ½ E Sherman Ave Ste. #208
Coeur d'Alene, ID 83814
(208) 930-4000**

November 30th, 2023

Exhibit A-2

Project Narrative For Parcel #0-6360-35-004-AD ANNEXATION Legion Park

Existing Conditions

The subject property is the current site of a single-family residence situated on approximately 1.06 acres. The southwestern portion of the property is comprised of a residence, detached garage and mature trees. The remainder of the property is comprised of grassed lawns and gardens. The terrain is nearly level and typical of land on the Rathdrum Prairie.



Looking at Existing House from Syringa



Legion Rd with Existing House in Background

The parcel lies in a small pocket of unincorporated land surrounded by Syringa Court to the south and east, and Legion Manor to the West. These existing communities have been developed in the City of Post Falls as R-1. The property to the north is currently unannexed and is not a part of this request.

Syringa Street runs along the west side of the property while Legion Road abuts the south. None of the surrounding communities provide an opportunity for vehicular access. Legion Road is the is a local residential road while Syringa Street is a minor collector, making Legion the preferred point of access.

Mainline connections for domestic water and wastewater are available in the adjacent right-of-way. Ross Point Water District is the water purveyor while the City of Post Falls has jurisdiction over sewer.



Existing Conditions Aerial Image

Annexation Narrative

The subject land is currently addressed as 2218 Syringa Street, and described as Parcel #0-6360-35-004-AD. It is in a small pocket of unincorporated land surrounded by residential developments in the City of Post Falls on three sides. The parcel does not border any other city, making Post Falls the sole opportunity for annexation and development. An annexation map and legal description of the subject parcel has been prepared and stamped by a surveyor licensed in the State of Idaho.

Zoning

Kootenai County currently designates the subject parcel in the Ag-Suburban Zone. The request being made in this application is to designate Legion Park as an R-1 development. The R-1 designation is consistent with the existing developments to the east, west and south of the property.

Future Land Use Map (at right): Light yellow shading designates the area as 'Low Density Residential'. The R-1 request is consistent with the characteristics of the City's intended use.



2020 Comprehensive Plan Compatibility

The vision for Legion Park was developed with City of Post Falls' 2020 Comprehensive Plan in mind. The subject parcel falls within the "Central Island"

Focus Area for which the Comprehensive Plan states, "Successful development of this area and incorporation into city limits will likely rely on incentives rewarding developers with higher density or modified design standards in exchange for forward-thinking integration of the land into its surrounding context". The Comprehensive Plan's action items for this area are to "Promote infill development, prioritize annexation opportunities and focus growth of higher-density residential uses near higher classified roadways".

Consistency with the Goals and Policies of the Comprehensive Plan

- i. Legion Park was evaluated for compliance with the goals and policies found in Appendix B of the Comprehensive Plan and fits the large majority of those with the "Land Use" or "LU" designation. Specific goals and policies being met are:
 - G-01 – Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.
 - Legion Park provides achievable housing in close proximity to places of employment. It provides a diverse population of citizens an opportunity for a good quality of life and the ability to work and reside in the same neighborhood.

- G-02 – Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls.
 - The proposal allows for the development of single-family homes with minimal expansion of city infrastructure. Legion Park will have a privately maintained road and park which will serve to benefit its residents without burdening the City’s resources.
- G-03 - Maintain and improve Post Falls’ small-town scale, charm and aesthetic beauty.
 - Legion Park in an infill development which follows the walkable, small-lot development pattern discussed in this goal. It provides connectivity to the City’s attractive features without detracting from them.
- G-05 – Keep Post Falls’ neighborhoods safe, vital, and attractive.
 - Providing pedestrian connectivity and a centrally located greenspace will encourage residents to be active and get to know one another. Many residents could be achieving home ownership for the first time, creating pride in their home and community. This will lead to a safe, active and aesthetically pleasing neighborhood.
- G-07 – Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability.
 - Presently, there is a need for achievable housing. It is a community need that constantly grabs local headlines. This proposal was developed with that demographic in mind and will thereby bolster long-term sustainability.
- P.01 –Support land use patterns that: Maintain or enhance community levels of service; Foster the long-term fiscal health of the community; Maintain and enhance resident quality of life; Promote compatible, well-designed development; Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.
 - The Applicant’s design team and city staff worked closely together to identify the best potential land-use for this infill development. The final concept was recognized by both sides as a means to benefit the City and its citizens with achievable housing and common open space in close proximity to places of employment.
- P.02 - Apply or revise zoning designations with careful consideration of factors including: Future land use mapping; Compatibility with surrounding land uses; Infrastructure and service plans; Existing and future traffic patterns; Goals and policies of the comprehensive plan, related master plan and/or facility plans.

- Annexing into the R-1 zone is a good example of optimizing infill development and is compatible with traditional neighborhoods as well as the Smart Code developments just 160' to the south. Legion Park will access Syringa Street without traveling through an existing neighborhood and thereby won't impact existing local traffic patterns.
- P.06 - Encourage residential development patterns typically featuring: Housing that faces the street edge; An interconnected grid or small-block streets network; Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting; Development and utilization of alleys for parking and service access; Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.
 - The proposed development offers housing that faces the street edge; a small-block streets network; and street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting.
- P.08 - Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.
 - Legion Park is an infill development project which is compatible with traditional neighborhoods as well as the Smart Code developments just 160' to the south.
- P.09 - Encourage annexation of County "islands" within the City, with priority given to areas: Surrounded by incorporated areas; That have readily-available service infrastructure and capacity; That support increased development intensity near the urban core.
 - The subject property is within an infill island and has readily-available service infrastructure and capacity as demonstrated by the will-serve letter issued by Ross Point Water District.
- P.14 - Follow all annexation procedures established by Idaho State statutes and applicable City ordinances.
 - This application seeks to demonstrate clear and firm compliance with all applicable statutes and ordinances.
- P.15 - Ensure that adequate land is available for future housing needs, helping serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.
 - Legion Park has been designed with a conscious choice to help serve residents of all ages, incomes and abilities through provision of diverse housing types and price levels.

- P.19 - Encourage clustering of units in new residential development, providing service efficiencies and creating opportunities for private or community open space.
 - Legion Park has all the elements of development the City chose to write into this policy of its Comprehensive Plan. The proposal features clustered new development, service efficiencies and private open space which make it a perfect match to this policy.
 - P.33 - Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.
 - Legion Park will access the nearest collector road (Syringa Street) without traveling through an existing neighborhood and thereby won't impact existing local traffic patterns.
 - Syringa Street and Legion Road will be widened and improved to be consistent with the City's transportation plans.
 - P.44 - Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.
 - The subject parcel is considered an infill development because it is surrounded by city infrastructure. Access to public roads and utilities are readily available at the subdivision's boundaries.
 - P.45 - Guide annexation decisions guided by and considering: Master plans for water, sewer, transportation, parks, schools and emergency services; Provision of necessary rights-of-way and easements; Studies that evaluate environmental and public service factors; Timing that supports orderly development and/or coordinated extension of public services; Comprehensive plan goals and policies.
 - Annexation of the subject parcel brings a small pocket of county land into the city without conflict to a single item of this policy. When viewing a map of City boundary, it is hard to draw any conclusion other than this property should be incorporated into the City of Post Falls.
- ii. Proper Zoning Assignment – The subject parcel is bordered on three sides by R-1 developments in the City of Post Falls. The parcel to the north remains unannexed and is not a part of this request.
- iii. How this annexation benefits the City of Post Falls – Legion Park will provide infill development of single-family homes consistent with nearby neighborhoods. Existing public utilities are available to serve the project. Adjacent portions of Syringa Street and Legion Road will be widened and improved to meet the City's Transportation plan. The development will provide much sought after achievable housing with the added benefit of a private open space.

RECORD OF SURVEY

CITY OF POST FALLS ANNEXATION MAP
A PORTION OF TRACT 4, BLOCK 35, POST FALLS IRRIGATION TRACTS,
LOCATED IN THE NE 1/4 OF SECTION 35, T51N, R5W, B.M., KOOTENAI COUNTY, IDAHO

Exhibit A-3

BOOK _____ PAGE _____
INSTRUMENT No. _____
KOOTENAI COUNTY, IDAHO
AT THE REQUEST OF:
ACCURATE MEASURES

At _____ minutes past _____ o'clock, _____ M

Date: _____

KOOTENAI COUNTY _____

By: _____ Deputy

Fee: _____

THE VILLAGE AT SYRINGA GARDENS 2ND ADD
BOOK K PAGE 489

NORTH QUARTER CORNER:
(N-1/4) SECTION 35
FOUND 1-1/2" ALUMINUM CAP,
PLS 6602; PER CP&F
INSTRUMENT No. 2040064000

LINE TABLE			
LINE	BEARING	LENGTH	(P3)
L1	N0°39'20"E	30.00'	30.00'
L2	N0°39'20"E	25.00'	25.00'
L3	S0°39'03"W	30.00'	30.00'
L4	S0°39'03"W	25.00'	25.00'
L5	S88°56'31"E	20.00'	20.00'
L6	S88°56'31"E	20.00'	20.00'
L7	S0°36'03"W	20.12'	20.12'
L8	S0°36'03"W	32.50'	32.50'
L9	N0°39'20"E	11.48'	11.48'

LOT 1
AMERICAN LEGIOIN ESTATES

BLOCK 2
LEGION MANOR
SUBDIVISION

E. TRIUMPH AVENUE

BLOCK 1
LEGION MANOR
SUBDIVISION

BASIS OF BEARINGS

A BEARING OF SOUTH 88°59'59" EAST
WAS ASSUMED ALONG THE NORTH LINE
OF SECTION 35, BETWEEN THE NORTH
QUARTER CORNER (N-1/4) AND THE
NORTHEAST SECTION CORNER OF SAID
SECTION, AS SHOWN HEREIN.

CENTER QUARTER CORNER:
(C-1/4) SECTION 35
FOUND 2" ALUMINUM CAP IN
MONUMENT CASE; PER CP&F
INST. No. 2056460000

NOTES:

- THIS SURVEY WAS PERFORMED WITH THE
BENEFIT OF A TITLE COMPANY COMMITMENT
POLICY FILE No. KT-500797, DATED JUNE 7,
2023 PREPARED BY KOOTENAI COUNTY TITLE
COMPANY.
- THIS SURVEY DOES NOT PURPORT TO SHOW
THE EXISTENCE OF ALL EASEMENTS AND OR
ENCUMBRANCES RECORDED OR UNRECORDED
THAT MAY AFFECT THIS PROPERTY.



SURVEYOR'S CERTIFICATE:

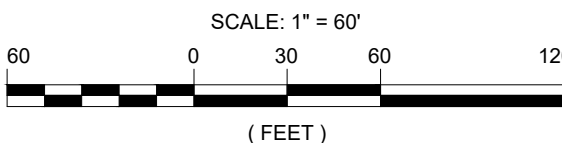
THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME
IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO,
COMPLETED IN NOVEMBER 2023, AT THE REQUEST OF BLACKWELL
HOMES & DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

RON C. HEIDEMANN, PLS 17407 DATE _____

NORTHEAST SECTION CORNER:
SECTION 35
FOUND 1-1/2" ALUMINUM CAP IN
MONUMENT CASE, PLS 6602;
PER CP&F INSTRUMENT No.
2133358000

LEGEND

- SET 5/8" x 24" REBAR WITH 1-1/4" ORANGE PLASTIC CAP, (OPC)
STAMPED "AM PLS 17407"
- FOUND SECTION MONUMENT AS NOTED
- FOUND 5/8" REBAR WITH ALUMINUM CAP, PLS 7047
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, PLS 8798
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, PLS AS NOTED
- FOUND 1/2" REBAR WITH 1" YELLOW PLASTIC CAP, PLS 7047
- FOUND 1" IRON PIPE
- COMPUTED POINT, NOTHING FOUND OR SET
- (C) CALCULATED
- (M) MEASURED



REFERENCES

- (D) WARRANTY DEED RECORDED AS INSTRUMENT No. 2941937000
- (P1) THE PLAT "POST FALLS IRRIGATION TRACTS," RECORDED IN BOOK C OF PLATS,
PAGE 78, 1900.
- (P2) THE PLAT "LEGION MANOR," RECORDED IN BOOK J OF PLATS, PAGES 358 & 358A,
BY ERNEST M. WARNER, PLS 4565, DATED AUGUST 16, 2006.
- (P3) THE PLAT "SYRINGA COURT," RECORDED IN BOOK K OF PLATS, PAGE 108 & 108A,
BY R. BRUCE NOBLE, PLS 7047, DATED JANUARY 28, 2008.
- (P4) THE PLAT "CROSSINGS," RECORDED IN BOOK K OF PLATS, PAGE 288 & 288A, BY
MATHEW B. MAYBERRY, PLS 8962, DATED APRIL 28, 2010.
- (R1) RECORD OF SURVEY BY CHARLES D. CUDDY, PLS 885, FILED AS INSTRUMENT
No. 1423933, DATED NOVEMBER 24, 1995.
- (R2) RECORD OF SURVEY BY JOHN STEARNS, PLS 8798, FILED AS INSTRUMENT
No. 2007715, DATED JANUARY 17, 2006.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO LOCATE, RE-ESTABLISH OR ESTABLISH
THE MONUMENTATION FOR TAX No. 9388, PER THE WARRANTY DEED.

UN-MONUMENTED LINES SHOWN HEREIN ARE BASED ON CALCULATED POSITIONS
AND ARE SHOWN FOR REFERENCE ONLY.

THIS SURVEY WAS PERFORMED BY USING TOPCON GR-5 DUAL FREQUENCY
RECEIVERS AND DATA PROCESSED USING TOPCON MAGNET SOFTWARE.

Accurate
Measures

881 W. Cheyenne Ave.
Hayden, Idaho 83835
(208) 512 - 4832

DATE:	DRAWN BY:	CHECKED BY:	DWG:	SHEET:
11-8-23	LSW / RCH	RCH	23022-SYRINGA COTTAGES	1/1

Authorized Representative:
Van Houten Consulting & Design
401 ½ E. Sherman Ave. #211
Coeur d'Alene, ID 83814
Phone:208-930-4000
Email: merle@vanhoutencd.com

November 28, 2023

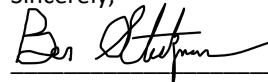
Re: Client Letter of Authorization

To Whom it May Concern,

I, Benjamin Steckman, herby authorize Van Houten Consulting and Design, LLC to act on my behalf in all manners relating to the development at 2218 N Syringa St. Post Falls, ID, including representation with the City of Post Falls, Ross Point Water District and all other applicable agencies. Any and all acts carried out by Van Houten Consulting and Design on our behalf shall have the same effect as acts of our own.

This authorization is valid until further notice from Blackwell Homes, LLC.

Sincerely,



Benjamin Steckman
Managing Member
Blackwell Homes, LLC

11/28/2023

Date

Exhibit A-4



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



CHICAGO TITLE INSURANCE COMPANY

- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Countersigned:

Nikki Droll
Kootenai County Title Company
1450 Northwest Boulevard
Suite 200
Coeur d'Alene, ID 83814

CHICAGO TITLE INSURANCE COMPANY

By:
Michael J. Nolan
President

ATTEST:
Marjorie Nemura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16





CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Kootenai County Title Company
Issuing Office: 1450 Northwest Boulevard, Suite 200, Coeur d'Alene, ID 83814
ALTA® Universal ID: 1068807
Loan ID Number:
Issuing Office File Number: KT-501888
Commitment Number: KT-501888
Revision Number:
Property Address: 2218 North Syringa Street, Post Falls, ID 83854

SCHEDULE A

1. Commitment Date: 11/07/2023 at 5:00 PM
2. Policy to be issued:
 - a) ALTA Owner's Policy \$20,000.00 Premium: \$319.00

PROPOSED INSURED:

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 4 below

3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
Blackwell Homes & Development, LLC, an Idaho limited liability company
5. The Land is described as follows:
Property description set forth in "Exhibit A" attached hereto and made a part hereof.

CHICAGO TITLE INSURANCE COMPANY

By its Issuing Agent Kootenai County Title Company

Nikki Droll
Authorized Signatory

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ALTA Commitment for Title Insurance 8-1-16





**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
7. We find the following conveyances within and/or immediately prior to the past 24 months:

A. Warranty Deed, by and between Suzanne Reid and Tana Reid, Co-Personal Representatives of The Estate of Nada Reid, deceased and Tana Reid, an unmarried woman and Suzanne Reid, an unmarried woman, as grantor, and Blackwell Homes & Development, LLC, an Idaho limited liability company, as grantee, recorded July 13, 2023 as Instrument No. [2941937000](#), records of Kootenai County, Idaho.
8. We find the following address to be associated with the Land described herein:

2218 North Syringa Street
Post Falls, ID 83854

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ALTA Commitment for Title Insurance 8-1-16

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**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Property taxes and assessments for the year 2023, which are a lien, not yet due or payable.

Parcel No.: 0636035004AD
AIN.: 131429

8. The lien for any taxes deferred by virtue of the designation of the insured land or any portion thereof as forest lands as provided by Section 63-1701 et. seq., of the Idaho Code
9. Assessments of the Ross Point Water Association.
10. Easements, dedications, conditions, restrictions, notes and provisions created by or delineated, described or otherwise set forth in the plat of Post Falls Irrigated Tracts, as recorded in [Book C of Plats at Page 79](#) , records of Kootenai County, Idaho.
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: United States of America
Purpose: public utilities
Recorded: June 11, 1946 [Book 130 of Deeds at Page 524](#) , records of Kootenai County, Idaho.

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ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

Declaration of Abandonment by the United States Department of the Interior Bureau of Reclamation
Recorded: July 31, 1995
Instrument No.: [1407713](#) , records of Kootenai County, Idaho.

12. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Washington Water Power Company
Purpose: public utilities
Recorded: March 19, 1990 [Book 95 of Deeds at Page 67](#) , records of Kootenai County, Idaho.
13. Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby
Amount: \$913,500.00
Grantor: Blackwell Homes & Development, LLC, an Idaho limited liability company
Trustee: Kootenai County Title Company, Inc.
Beneficiary: Mountain West IRA, Inc., FBO David R. English Acct #10961-01, as to an undivided 17% interest; Gadd Properties, LLC, an Idaho limited liability company, as to an undivided 44% interest and Sunview LLC, an Idaho limited liability company, as to an undivided 22% interest
Dated: July 5, 2023
Recorded: July 13, 2023
Instrument No.: [2941938000](#) , records of Kootenai County, Idaho.
14. The terms Land and Improvement as used and defined herein shall not include any mobile, manufactured, modular or trailer home located thereon.

END OF SCHEDULE B

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ALTA Commitment for Title Insurance 8-1-16





EXHIBIT A
Property Description

Issuing Office File No.: KT-501888

All that portion of Lot 4, Block 35, POST FALLS IRRIGATED TRACTS, according to the plat recorded in Book C of Plats at Page 78, described as follows:

Commencing at the Southeast corner of said Lot 4; thence

North 89°58' West, along the South line of said Lot 4, 363.96 feet; thence

North 0°21' West, 165.12 feet to the POINT OF BEGINNING of this description; thence

Continuing North 0°21' West, 165.12 feet; thence

West, 280.29 feet, more or less, to a point on the West line of said Lot 4, which bears North 0°24'50" West, 330.15 feet from the Southwest corner of said Lot 4; thence

South 0°24'50" East, 165.07 feet; thence

East 280.11 feet to the POINT OF BEGINNING.

LESS AND EXCEPT any portion within the road right of way.

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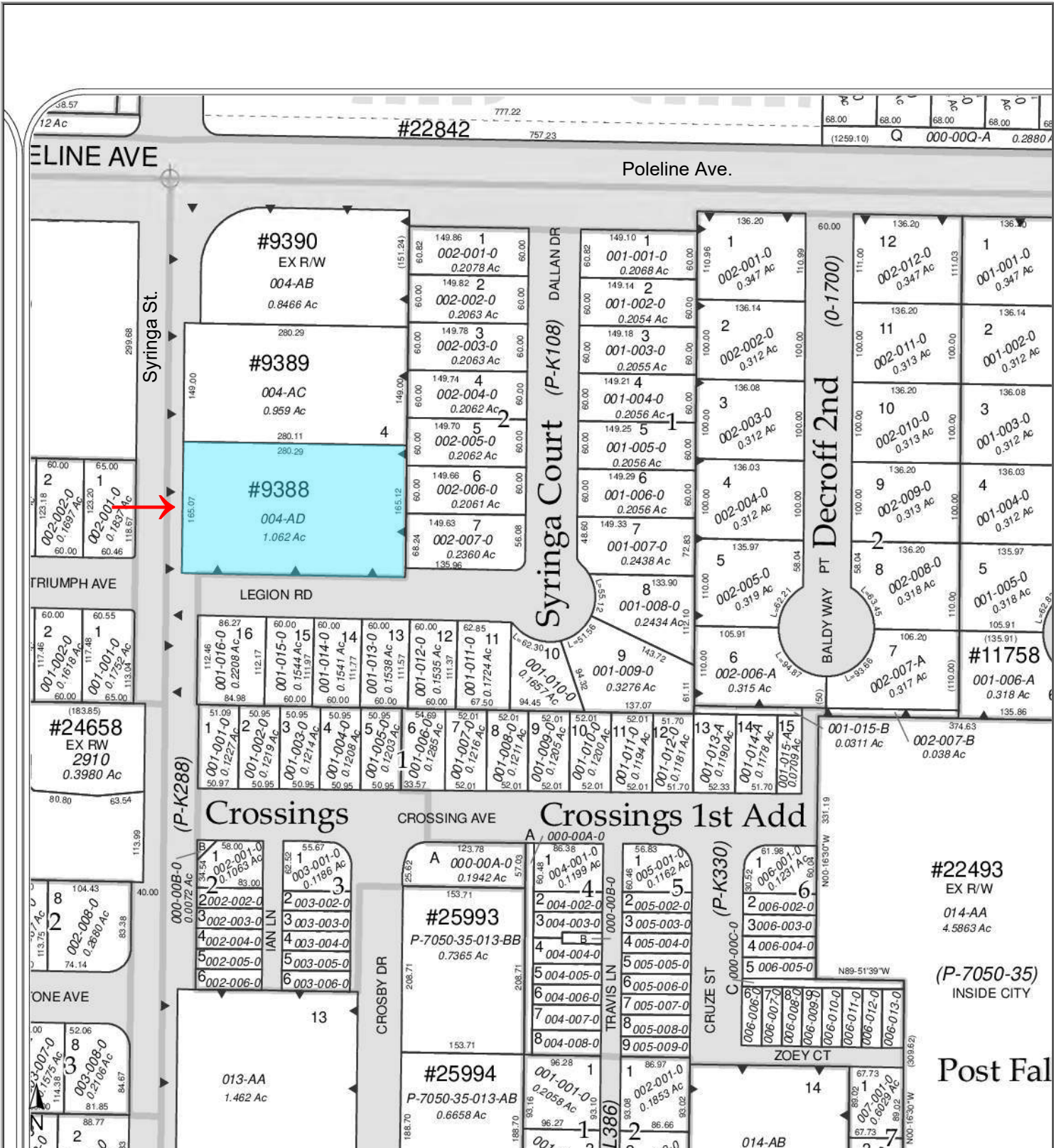
ALTA Commitment for Title Insurance 8-1-16

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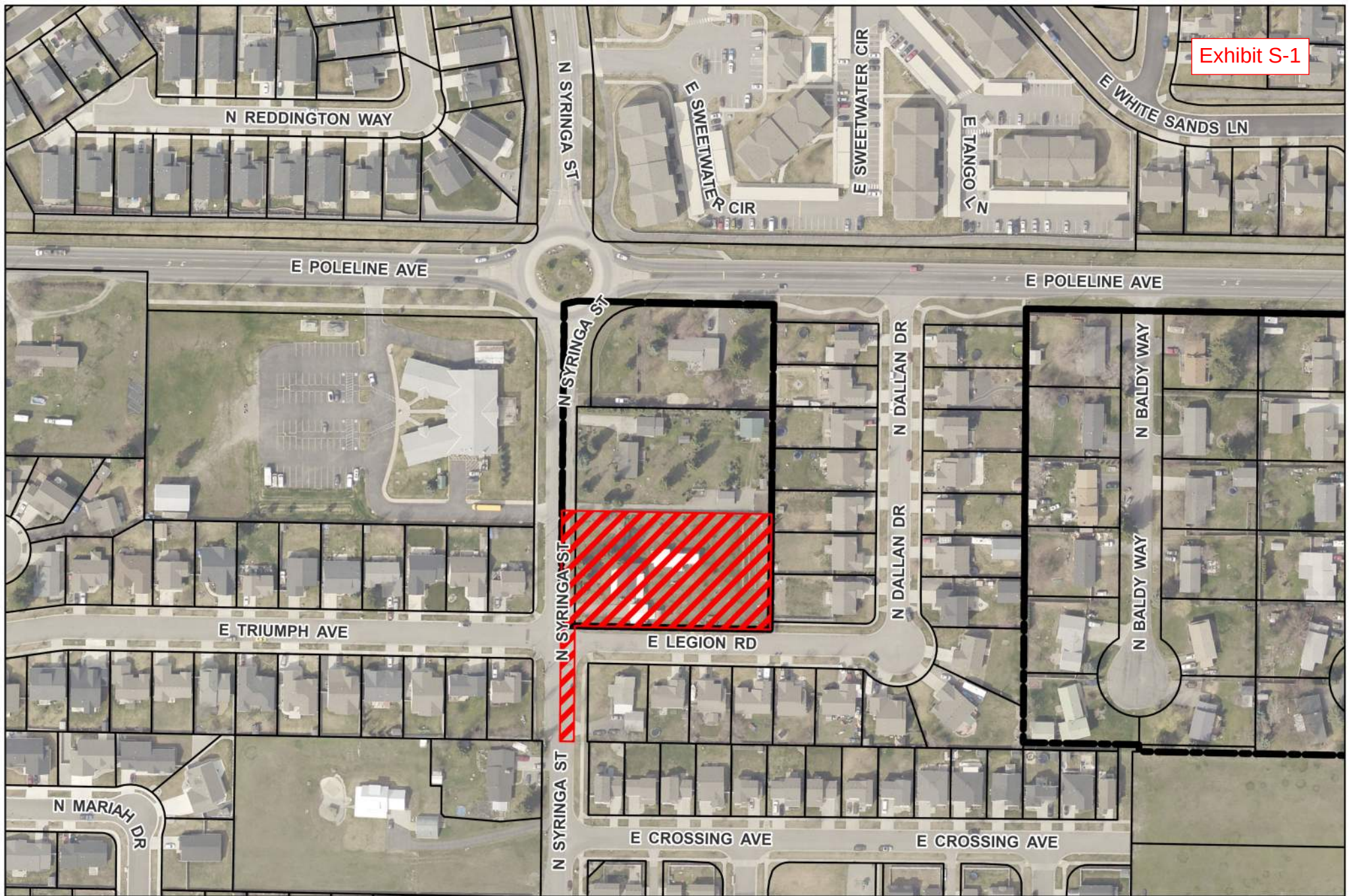


KT / BT
KOOTENAI TITLE / BONNER TITLE
MAKE A REQUEST FOR THE BEST

ParcelID: 0636035004AD
Tax Account #: 131429
2218 N Syringa St, Post Falls ID 83854

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NE1/4 35-51N-5W

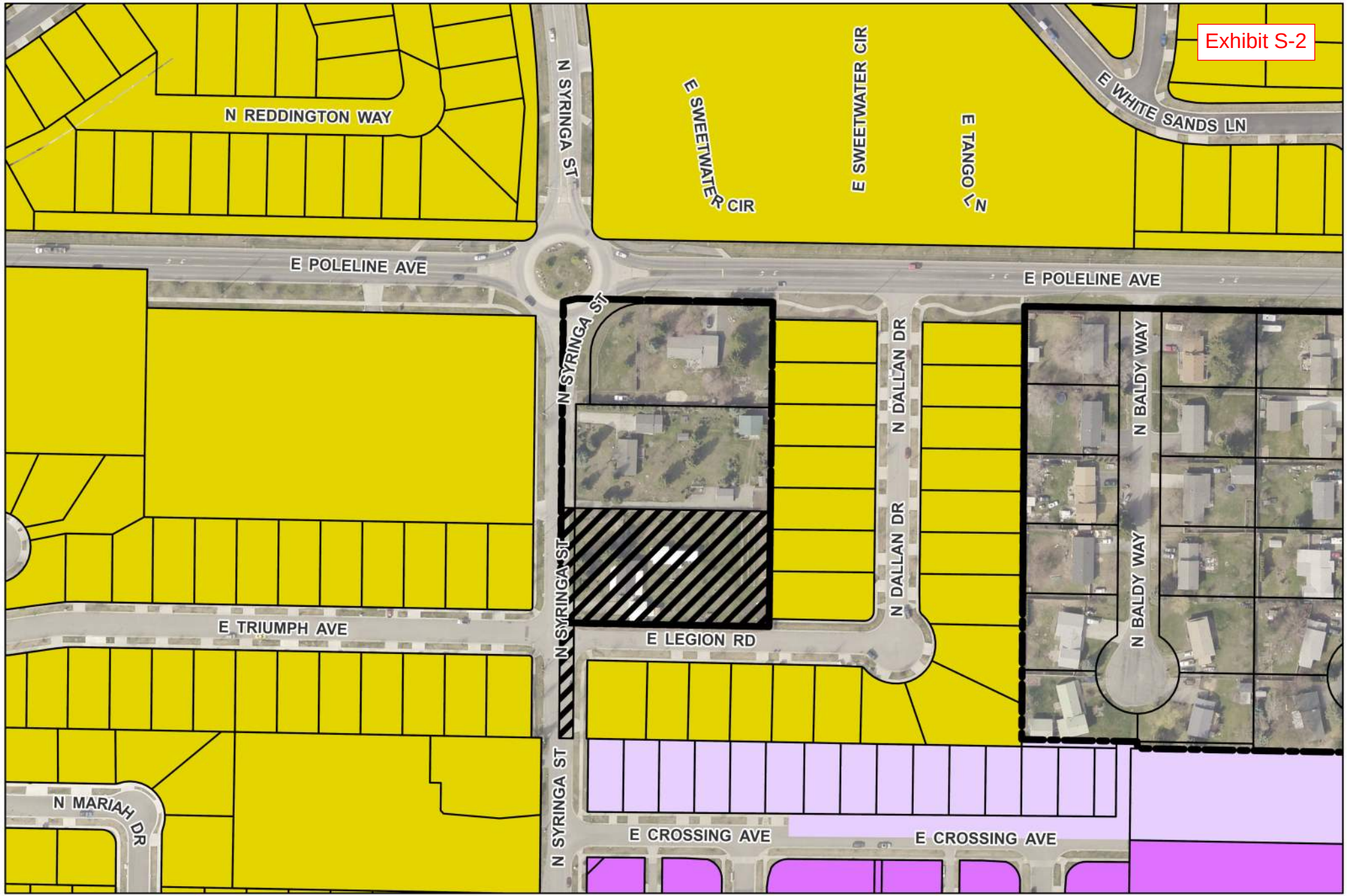


Project Location
LEGION PARK
ANNEXATION
ANNX-23-7



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site





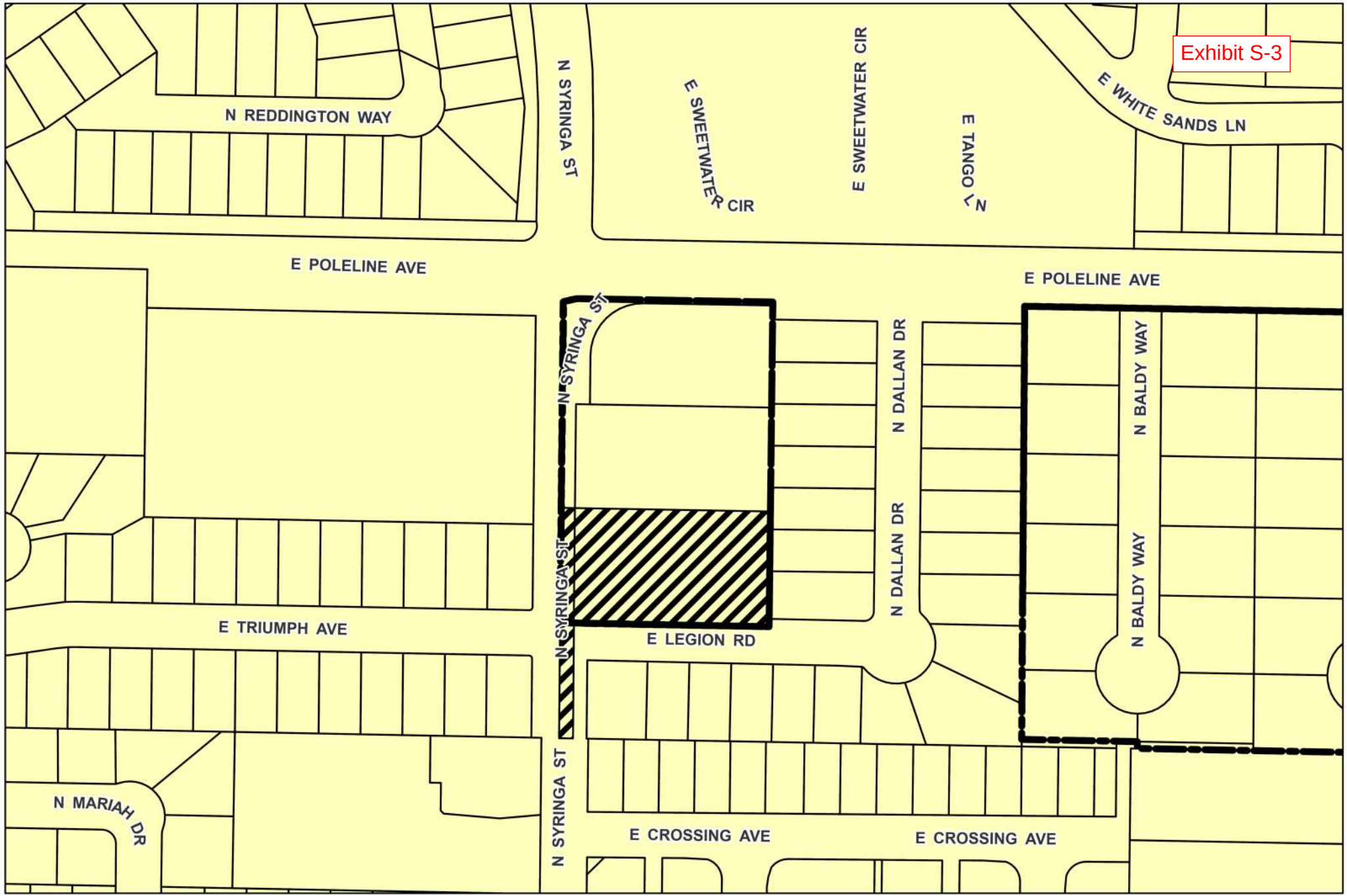
Zoning Map
LEGION PARK
ANNEXATION
ANNX-23-7



- Post Falls City Boundary
- Tax Parcels
- Subject Site

- R-1
- SC3
- SC4





Future Land Use Designation
LEGION PARK
ANNEXATION
ANNX-23-7



- Post Falls City Boundary
- Tax Parcels

- Subject Site
- Low Density Residential



Nancy Thurwachter

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Thursday, January 25, 2024 8:29 AM
To: Nancy Thurwachter
Subject: FW: Notice to Jurisdictions - Legion Park Annexation File No ANNX-23-7
Attachments: PH-2 PZ NTJ_Legion Park ANNX-23-7.pdf

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Nancy,

Based on the location, there is no impact to the YPL ROW and we do not have any questions or comments.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, January 25, 2024 9:24 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field

Kootenai County Fire & Rescue

Fire Marshal's Office

5271 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

January 25, 2024

Nancy Thurwatcher
Planning Administrative Specialist
nthurwatcher@postfalls.gov

RE: Notice to Jurisdiction Response

Nancy,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal

Exhibit PA-2



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

January 25th, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Legion Park Annexation File No ANN-23-7

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Exhibit PA-3

Nancy Thurwachter

From: David Callahan <dcallahan@kcgov.us>
Sent: Thursday, January 25, 2024 10:47 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions - Legion Park Annexation File No ANNX-23-7

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nancy,
Thanks for the chance to review. We have no comments or concern with this annexation.

David Callahan, AICP
Director



Kootenai County
Community Development

451 N Government Way • P.O. Box 9000
Coeur d'Alene, Idaho 83816-9000

Phone: 208 446 1082 • Email: dcallahan@kcgov.us
Mobile: 208 660 3029

From: Nancy Thurwachter [mailto:nthurwachter@postfalls.gov]
Sent: Thursday, January 25, 2024 8:24 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, February 5, 2024 8:48 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions - Legion Park Annexation File No ANNX-23-7

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The PFHD is in favor of this Annexation as it is consistent with the City of Post Falls comprehensive plan.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, January 25, 2024 8:24 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eport@postfalls.gov>; Field

DEVELOPMENT AND ANNEXATION AGREEMENT

Legion Park Annexation

(File No. ANNX-23-7)

THIS AGREEMENT is made this ____ day of February 2024, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **BLACKWELL HOMES & DEVELOPMENT, LLC**, an Idaho limited liability company, with its principal place of business at 1836 Northwest Blvd, Coeur D Alene, ID 83814.

WHEREAS, **BLACKWELL HOMES & DEVELOPMENT, LLC**, (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit "A"; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property with an initial zoning designation of Single-Family Residential ("R-1") while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is located south of East Poleline Avenue on the northeast corner of North Syringa Street and East Legion Road and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to current City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City

policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways.

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source

whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner agrees to disconnect from the temporary service and connect to and divert flows to the public system at Owner's sole cost. Any proposed alternative must not impair the City's ability to extend its sanitary sewer collection system to other properties.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the exterior boundaries of the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any existing contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide public easement along Syringa Steet for utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide public easement along Legion Road for utilities, sidewalks, and storm drainage.
 - 4.1.3. By grant of rights-of-way in a form acceptable to the City, Owner will grant rights-of-way along Syringa Street, such that the measured width is 80 feet from the existing western rights-of-way line for said Syringa Street.
 - 4.1.4. By grant of rights-of-way in a form acceptable to the City, Owner will grant rights-of-way along Legion Road, such that the measured width is 65 feet from the existing southern rights-of-way line for said Legion Road.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and/or easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this Agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion, decides.
- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage of an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District

of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

CITY OF POST FALLS

BLACKWELL HOMES &
DEVELOPMENT, LLC

By: _____
Ronald G. Jacobson, Mayor

By: 
Benjamin Steckman, Member

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

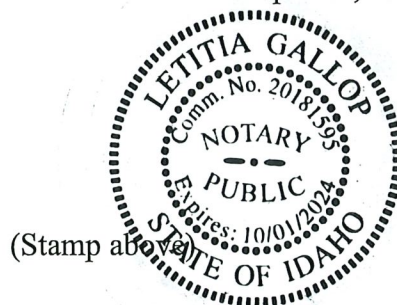
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Signature of notary public
Residing at: _____
Commission Expires: _____

(Stamp above)

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on 2/22/24 by **Benjamin Steckman** as a Member of Blackwell Homes and Development, LLC, on behalf of whom the instrument was executed.




Signature of notary public
Residing at: Kootenai
Commission Expires: 10/01/24

"EXHIBIT-A"

PRELIMINARY

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

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

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

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

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

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

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

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

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

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

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

Thence, continuing North $88^{\circ}56'31''$ West, 20.00 feet returning to the **TRUE POINT OF BEGINNING**;

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



Digitally Signed on:
December 7, 2023
PRELIMINARY



**PLANNING AND ZONING COMMISSION
MEETING MINUTES**

**February 13, 2024
5:30 PM**

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

REGULAR MEETING - 5:30 PM

**CALL TO ORDER
5:30 P.M.**

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Nancy Hampe, Bobby Wilhelm

Present - Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Nancy Hampe, Bobby Wilhelm

Excused - Vicky Jo Carey

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

- a. National Wingman Day
- b. National Cheddar Cheese Day

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Meeting Minutes Planning and Zoning Meeting 1/9/2024
- b. The Post PUD and Subdivision Reasoned Decision File Nos. PUD-23-1 & SUBD-23-4

Motion by Planning and Zoning Commissioner Hampe to accept the Consent Calendar as presented.

Second by Planning and Zoning Commissioner Walton

Vote: Walton - Yes, Kimball - Yes, Steffensen - Yes, Schlotthauer - Yes, Hampe - Yes, Wilhelm - Yes

MOTION CARRIED

2. CITIZEN ISSUES

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

None

3. UNFINISHED / OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

ACTION ITEMS:

None

4. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Legion Park Annexation File No ANN-23-7

Public Hearing Opened: 5:35

Staff Report

Ethan Porter, Associate Planner presenting: Van Houten Consulting & Design, LLC is

requesting on behalf of Blackwell Homes, LLC, the property owner, the zone designation of Single-Family Residential (R-1) on approximately 1.06-acres as part of an annexation request into the City of Post Falls. The annexation to include rights-of-way is approximately 1.21-acres. The subject property is located south of E. Poleline Avenue on the northeast corner of N. Syringa Street and E. Legion Road. The current land use is residential within Kootenai County. It is over the Rathdrum Prairie Aquifer, the water provider is Ross Point Water District, the wastewater provider is the City of Post Falls. The subject property is surrounded by (R-1) zoning.

Schlotthauer: What is the little sliver on the east side of Syringa?

Porter: That was a sliver of Syringa Street that wasn't included in the city, so it was included with this annexation rather than leave this random sliver of county within Syringa Street.

Schlotthauer: Is this included in their annexation? They're paying the annexation for that sliver?

Porter: Correct. To close off and prevent any county pocket that would be created.

Schlotthauer: It looks like that would have been annexed in with the previous development.

Manley: Ideally that generally is what occurs. It was identified in this that if we had a legal description that included that sliver then it would help to square off the community. The applicant was willing to include that in their legal description as far as the benefits of this annexation.

Schlotthauer: Generous.

Applicant Merle Van Houten, Van Houten Consulting and Design, LLC. I represent Blackwell Homes on this annexation request of 221 N. Syringa Street into the R-1 zone into the City of Post Falls. They acquired this 1.06-acre parcel zoned Suburban in the county and request that be changed to a City of Post Falls property zoned R-1 for the purpose of a single-family development. Legion Road is a local road connects with Syringa Avenue which is a minor collector, both of those roads will receive additional dedicated rights-of-way to be consistent with city standards and then at the time of development those portions of right-of-way will be improved to city standards. It is a small pocket of county property surrounded by R-1 in the City of Post Falls on all sides. We have the opportunity to provide single family residences without the need for expansion of city services. The public roads, water, and sewer systems are already there so there's no expansion of city municipal services required. In the review of the comprehensive plan and compatibility, the Future Land Use map shows it is surrounded by R-1, this is compatible with what we are setting out to do. The Focus Area is that central island that establishes to promote infield development, prioritize annexation opportunities and growth on high density uses near higher classified roadways. In the narrative I submitted to the City I went over a dozen goals and policies, I have chosen a few to highlight tonight, I'm happy to answer questions on any of those as well. Goal #2: We have the ability here to create additional single-family residences without the need for expansion of city services, the services are already there and this will provide the opportunity for residences of Post Falls to work and reside in the same place. Goal #9: This is definitely a county island, surrounded by R-1 zone and this can be annexed in without the need to extend any public facilities. Goal #33: In addition to being a last little island of county land there, we can bring this in and create some single-family residential housing without having to take that additional traffic through an existing neighborhood. I can answer any questions.

Schlotthauer: You will be adding the sidewalk and swell along Syringa Avenue and Legion Road?

Van Houten: At the time of development of the property that would be a requirement of the city.

Testimony: None
In Favor: None

Neutral: None

In Opposition: None

Public Hearing Closed 5:56 PM

Review Criteria:

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

Hampe: Yes

Kimball: The Future Land Use plan says that it's supposed to be low density residential, and R-1 is an implementing zone for that.

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

Schlotthauer: There were quite a few that were outlined, I liked policy 9 and 33 the applicant outlined. Especially #33, that is a difficult corner and expensive corner to get all that continuity on, that will be nice to have someone undertake that.

Kimball: It's rare for us to see a small 1-acre annexation that are infill, it's hard for them to economically pencil especially when it's on a corner. When they come up we should give special attention to it.

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

Kimball: There hasn't been any testimony or letters on the record stating there is any demonstrated adverse impact.

Motion to Approve by Planning and Zoning Commissioner Kimball to approve Legion Park Annexation File No. ANN-23-7 finding that the requested zoning of R-1 meets the approval criteria for Post Falls Municipal Code 18.20.10 as outlined in our deliberations and direct staff to prepare a zoning recommendation to be provided to City Council.

SECOND by Planning and Zoning Commissioner Schlotthauer.

VOTE: Hampe - Yes, Schlotthauer - Yes, Wilhelm - Yes, Steffensen - Yes, Kimball - Yes, Walton - Yes

MOVED

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

None

7. ADJOURNMENT

6:00 P.M.

Date: 3/12/24

Chair: 

Attest: 

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department-Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen Vice Chair: Ray Kimball

Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Bobby Wilhelm, Kibbee Walton

Legion Park Annexation File No. ANN-23-7

Planning and Zoning Commission Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Merle Van Houten of Van Houten Consulting & Design, LLC
LOCATION: The property is located south of E. Poleline Avenue on the northeast corner of E. Legion Road and N. Syringa Street.
REQUEST: Zoning recommendation of Single Family Residential (R1) on approximately 1.06-acres, as depicted in Exhibit A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization
5. A-5 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 YPL Comments
10. PA-2 KCFR Comments
11. PA-3 PFPD Comments
12. PA-4 KCCD Comments
13. PA-5 PFHD Comments
14. PZ Staff Report
15. Testimony at the February 13, 2024, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the February 13, 2024, public hearing, and the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Single Family Residential (R-1) on approximately 1.21 acres (including right-of-way) upon the annexation into the city of Post Falls. He illustrated that the subject property is located on the northeast corner of E. Legion Road and N. Syringa Street. The property and the ones directly adjacent to its north are surrounded by the City of Post Falls and are considered a "county island".

The annexation would include the adjacent right-of-way on Syringa which is not currently included the City. Mr. Porter testified that the current land use is a residential in Kootenai County, that it is located over the Rathdrum Prairie Aquifer and that the water provider is the Ross Point Water District, and the City of Post Falls would be the wastewater service having the capacity and ability to serve.

During the hearing, Mr. Porter provided information about the surrounding zoning and land uses. To the north, east and south of the property there are single-family properties. Directly to the west and south are public roadways. The property is surrounded by Residential (R-1) zoning and the existing surrounding area is primarily built out as residential homes and the future land map classifies the property with the land use designation of Low Density Residential which encompassed all types of single family uses and that the proposed zoning was consistent with the Central Island Focus Area of the Comprehensive Plan in promoting in-field development, prioritizing annexation opportunities, closing up county islands and concentrating growth near higher classified roadways. The implementing zone of R-1, as requested, aligns with the low-density future land use designation. The Central Island Focus Area also seeks to support development patterns that are interconnected and provide pedestrian connectivity. To the north of this property is Poleline Avenue with its associated multi-use pathway and increases connection to the pedestrian network as encouraged by the Focus Area priorities.

Mr. Porter also testified as to whether the proposal was in accordance with the goals and policies of the comprehensive plan, illustrating goals one, five, seven, twelve and fourteen to possibly be relevant and applicable goals. The proposal supports supporting for community needs by providing for future city housing in R-1 as single-family homes and the proposed zoning as appropriate to that need.

Mr. Porter also testified that policies one, two, eight, nine, fourteen, fifteen, twenty-four, twenty-six, thirty-three, and forty-five, as well as those listed in the staff report, may be appropriate for consideration by the Commission. Policy one supports land use patterns that maintain or enhance community levels of service and promote compatible, well-designed development. The requested zoning designation supports this policy by increasing the housing stock and locating compatible uses in the existing single-family residential area. Policy two looks are future land use mapping as well as compatibility with surrounding land uses, infrastructure and service plans and traffic patterns. With respect to infrastructure, the City's water reclamation system has the capacity to provide service and is willing to do so, and Ross Point Water District will be the water provider. The property is adjacent to Syringa Street, a classified minor collector and Legion Road, a local street and both benefit from Poleline Avenue, a major arterial to the north, meeting the roadway classifications to support the proposed annexation and zoning designation.

Policies eight and nine encourage in-fill development and annexation of county "islands" which the proposed annexation and zoning designation request accomplishes such policies.

Mr. Porter also testified that there have been no "demonstrable Adverse Impacts" identified from comments received by the noticed agencies in response to the annexation and initial zoning request. Mr. Porter stated that the annexation and zoning recommendation for R-1 is recommended and satisfies all known criteria.

Merle Van Houten, Applicant

Mr. Van Houten similarly testified about the property and the requested annexation and zoning recommendation for R1. He testified that both of the adjacent roads (Legion and Syringa) would receive additional dedicated right-of-way to be consistent with city standards, which would be improved at the time of development. The property is a small pocket of County property surrounded by R-1 in the City of Post Falls. The property is already serviced by city services, so no expansion of services is needed.

Mr. Van Houten testified that they have the ability to create additional single family residences without the need for the expansion of city services which will provide opportunity for persons to both reside

and work in Post Falls. Also the property fills the need of additional housing opportunities without having to take additional traffic through an existing neighborhood, as the location of this property is already located adjacent to two public streets.

Public Testimony:

The hearing was opened for public testimony, none was received.

Deliberations: After the public hearing was complete, the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The applicant has requested initial zoning of Single Family Residential (R-1) on approximately 1.21 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as low density residential and inside the Central Island Focus Area.

The Commission has considered the staff report and testimony provided as evidence that the proposed single-family residential (R-1) zone is in accordance with the Future Land Use Map and Focus Area, no other testimony or evidence was presented. The zone is surrounded by other R-1 zones and is consistent with the relevant guidelines. The property is located near an existing roundabout providing sufficient existing transportation capacity to serve it. In addition, the Focus Area seeks to promote in-fill development and prioritizes annexation of "county islands supporting the request.

C2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Based on the testimony provided and the staff report, the Commission finds the requested zone change to be consistent with the following goals and policies contained in the comprehensive plan:

Goals:

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

This proposal helps build economic diversity by capitalizing on access to neighboring job centers and developing a strong business base within City limits. This proposal builds and sustains a diverse, balanced economic base, retains existing quality-of-life assets, and helps keep Post Falls prosperous with supporting housing stock.

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

The Comprehensive Plan supports the use of the property as R-1 by providing housing in the future and meeting the local housing needs.

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

The proposal promotes the City's long-term fiscal health by creating a balanced economy and addressing housing needs as appropriate in the R1 zoning, which in turn adds to the economic

base of the City residents, supporting efficient and effective services.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Impact Fees are paid at the time of permit issuance to aid in maintaining the community levels of service.

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

Additional housing may help further the City's long-term fiscal health by supporting both the Industrial and Commercial uses by supporting employment and commerce objectives.

- Maintain and enhance resident quality of life;

Annexation would maintain the residents' quality of life and promote enhancement through single family development.

- Promote compatible, well-designed development;

The development is compatible to the existing single-family already adjacent to the property. will need to meet city design standards, this, in turn, promotes compatible, well-designed development.

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

City staff reviews transportation impacts and sewer and water capacity. Any predicted inadequacies identified are addressed, and/or develop a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

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

- Future land use mapping;

This is addressed by the first review criteria of this recommendation.

- Compatibility with surrounding land uses;

Existing use is single family residential and is compatible with the surrounding residential subdivision. The request of R-1 would ensure future uses remain compatible with the surrounding single-family homes.

- Infrastructure and service plans;

The Sanitary Sewer for the site is located adjacent to the site and have been stubbed in. The requested zoning complies with the land use assumptions within the City's Water Reclamation Master Plan. The City's Water Reclamation System has the capacity to provide service, and the City is willing to serve the property at the requested density. Existing capacity is not a guarantee of future service.

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

Water service for the site would be provided by the Ross Point Water Association.

- Existing and future traffic patterns;

The property is adjacent to Syringa Street, a classified Minor Collector roadway that connects to Poleline Ave. (Minor Arterial) 600 ft. to the north. Additional roadway service is provided by E. Legion Road (local street) along the property's southern boundary. Additional rights-of-way dedication would be required with annexation, along with dedication of a sidewalk, drainage, and utility easement, complying with adopted City Design Standards:

Syringa Street – Minor Collector, 80-foot road rights-of-way, as measured from the existing western rights-of-way line for Syringa Street. A 10-foot sidewalk, drainage, and utility easement shall be provided adjacent to the dedicated rights-of-way.

Legion Road – Local Street, 65-foot road rights-of-way as measured from the existing southern rights-of-way line for Legion Road. A 10-foot sidewalk, drainage, and utility easement shall be provided adjacent to the dedicated rights-of-way.

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

The Commission finds that the site is currently surrounded by incorporated City and is a “County island” and such small in-fill parcels requesting annexation are prioritized given that they may be cost prohibitive to develop. The property is surrounded by R-1 on all sides and no new public roads are needed.

The City of Post Falls is the purveyor of Sanitary Sewer, and Ross Point Water will be the water purveyor. The Commission finds that they have readily available service infrastructure and capacity.

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

The Commission finds that this property is well suited to satisfy this policy upon annexation by enhancing the continuity of the existing roadways and pedestrian pathways without needing expansion through existing neighborhoods.

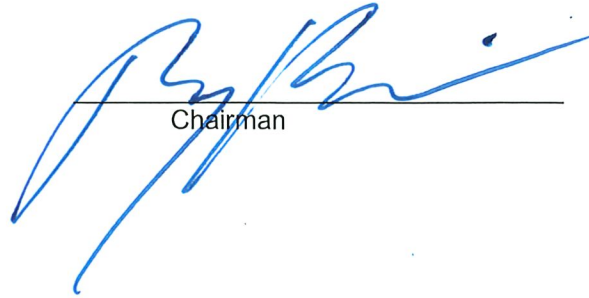
C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

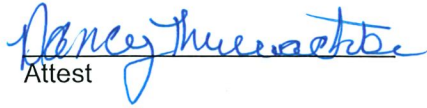
The Commission finds that political subdivisions were notified, and the city received no adverse written comments. No evidence of a demonstrable adverse impact upon the delivery of services by any other political subdivisions as provided, and as such, the Commission finds this criterion satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-23-7, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Single-Family Residential (R1) zoning on approximately 1.06-acres upon successful annexation of the property.

Date 3/12/24


Chairman


Attest

NOTICE OF RIGHTS:

Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E

The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.

Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

Nancy Thurwachter

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Tuesday, February 27, 2024 2:23 PM
To: Nancy Thurwachter
Subject: FW: Notice To Jurisdictions Legion Park Annexation File No ANNE-23-7
Attachments: Exhibit PH-7 NTJ CC_Legion Park ANNX-23-7.pdf

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nancy,

Based on the location, there is no impact to the YPL ROW and we do not have any comments.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, February 27, 2024 1:52 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field

Nancy Thurwachter

From: Jeryl Archer <jarcher@kootenaifire.com>
Sent: Tuesday, February 27, 2024 3:41 PM
To: Nancy Thurwachter
Cc: Seth Hohenstreet
Subject: RE: Notice To Jurisdictions Legion Park Annexation File No ANNE-23-7

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Nancy,

Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, Zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process.

Respectfully,

"Service First"



Jeryl Archer
Division Chief of Prevention
Fire Marshal
5271 E Seltice Way
Post Falls ID 83854
phone: 208.777.8500
email: jarcher@kootenaifire.com
[Kootenai Fire Website](#)

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, February 27, 2024 12:52 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <dryan@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jarcher@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>;



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

February 28th, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Legion Park Annexation File No ANNE-23-7

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Wednesday, March 6, 2024 1:36 PM
To: Nancy Thurwachter
Subject: RE: Notice To Jurisdictions Legion Park Annexation File No ANNE-23-7

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The PFHD is in favor of this annexation as it is consistent with the City of Post Falls comprehensive plan.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Tuesday, February 27, 2024 12:52 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field



POST FALLS

SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

September 8, 2023

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and capacity of each school for the 2023-2024 school year are listed below.

The district will review the current long-range facility plan this fall. A copy of the current plan is included with this letter.

School	2023-2024 Enrollment	Building Capacity
Greensferry Elementary	400	525
Mullan Trail Elementary	341	500
Ponderosa Elementry	440	570
Prairie View Elementary	328	525
Seltice Elementary	410	560
Treaty Rock Elementary	432	525
West Ridge Elementary	415	525
Post Falls Middle School	765	920
River City Middle School	597	750

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Exhibit PA-10

Post Falls High School	1645	1800
New Vision High School	144	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

Nancy Thurwachter

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Monday, March 11, 2024 9:43 AM
To: Nancy Thurwachter
Subject: RE: Notice To Jurisdictions Legion Park Annexation File No ANNE-23-7

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, February 27, 2024 12:52 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; mbrantl@postfallspolice.gov; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ethan Porter, Associate Planner
SUBJECT: Arche Annexation File No ANNEX-23-4

ITEM AND RECOMMENDED ACTION:

The applicant is requesting to annex approximately 14.7-acres among two parcels into the City of Post Falls with a zoning request of Community Commercial Services (CCS).

DISCUSSION:

Olson Engineering is requesting, on behalf of Arche Idaho LLC, the property owner, approval to annex approximately 14.7-acres among two parcels into the City of Post Falls with a zoning request of Community Commercial Services (CCS).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission recommended approval of the requested zoning designation at their December 13th P&Z Commission meeting.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ATTACHMENTS:

1. Supporting Documents
2. Exhibit S-4: Planning and Zoning Commission Staff Report
3. Exhibit S-5: Signed Development Agreement
4. Exhibit S-6: Signed P&Z Minutes 01-09-2024
5. Exhibit S-7: Signed Arche Zoning Recommendation ANNEX-23-4
6. Exhibit PA-5: YPL Comment
7. Exhibit PA-6: KCFR Comment
8. Exhibit PA-7: PFPD Comment
9. Exhibit PA-8: PFHD Comment
10. Exhibit PA-9: PFSD Comment
11. Exhibit PA-10: DEQ Comment

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4: Planning and Zoning Commission Staff Report

Exhibit A-1 - Annexation Application

Exhibit A-2 - Narrative

Exhibit A-3 – Vicinity Map

Exhibit A-4 – Owner Authorization Letter

Exhibit A-5 – Title Report

Exhibit S-1 - Vicinity Map

Exhibit S-2 - Zoning Map

Exhibit S-3 - Future Land Use Map

Exhibit PA-1 – Yellowstone Pipeline (YPL) comments

Exhibit PA-2 – Panhandle Health Department (PHD) comments

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

Exhibit PA-4 – Post Falls Highway District (PFHD) comments

Exhibit S-5: Signed Development Agreement

Exhibit S-6: Minutes 01-09-2024

Exhibit S-7: Signed Zoning Recommendation

Exhibit PA-5: YPL comments

Exhibit PA-6: KCFR comments

Exhibit PA-7: PFPD comments

Exhibit PA-8: PFHD comments

Exhibit PA-9: PFSD comments

Exhibit PA-10: DEQ comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: January 3, 2024

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: FINAL STAFF REPORT FOR THE DECEMBER 12, 2023, P&Z COMMISSION MEETING
ARCHE ANNEXATION ANNX-23-4

INTRODUCTION:

Olson Engineering is requesting, on behalf of Arche Idaho LLC, the property owner, approval to annex approximately 14.7-acres among two parcels into the City of Post Falls with a zoning request of Community Commercial Services (CCS) (Exhibit A-2: Narrative). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

PROJECT INFORMATION:

Project Name / File Number: Arche Annexation File No. ANNX-23-4

Owner(s): Arche Idaho LLC, 1820 297th Way SE, Fall City, WA 98024

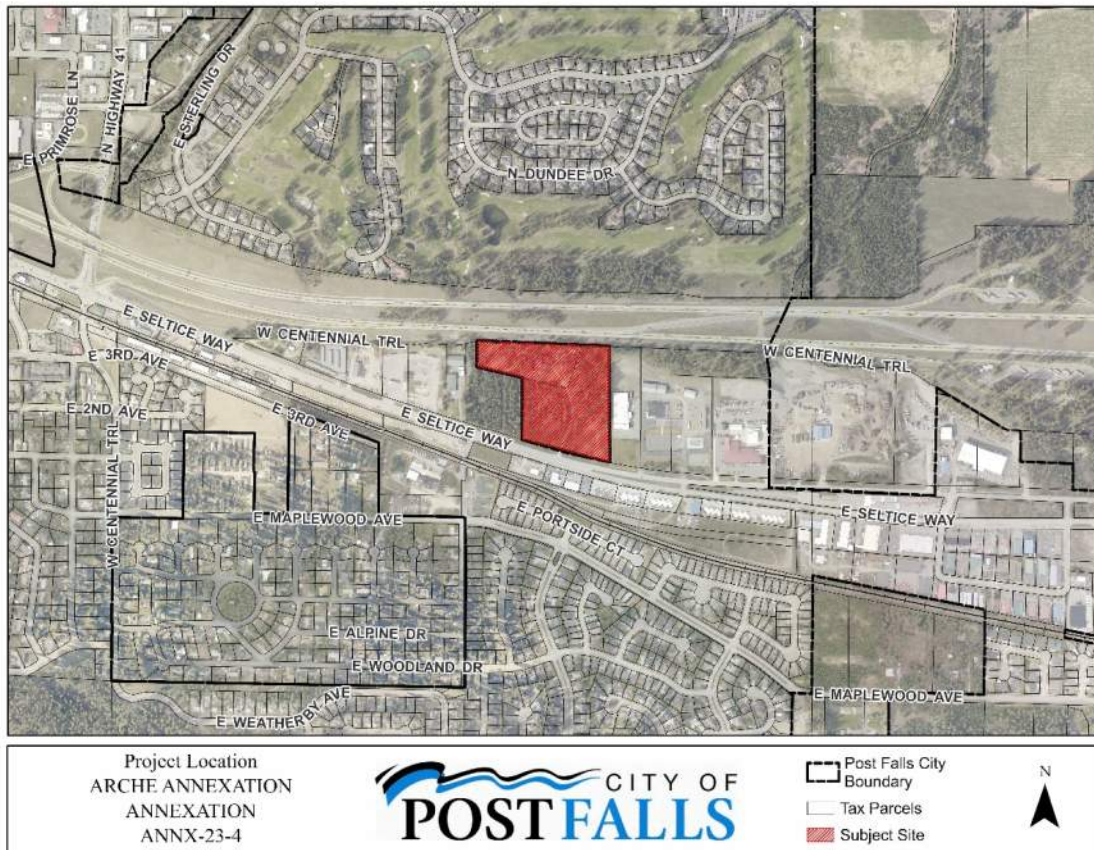
Applicant: Olson Engineering, PO Box 1894, Post Falls, ID 83877

Project Description: Annex approximately 14.7-acres among two parcels into the City of Post Falls with a zoning request of Community Commercial Services (CCS).

Project Location: The property is located on the north side of E Seltice Way and approximately 400-feet east of N Cedar Street.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the north of the subject site is W Interstate 90 right-of-way and south is E Seltice Way right-of-way. Directly west is a vacant parcel and directly east is an industrial business building.

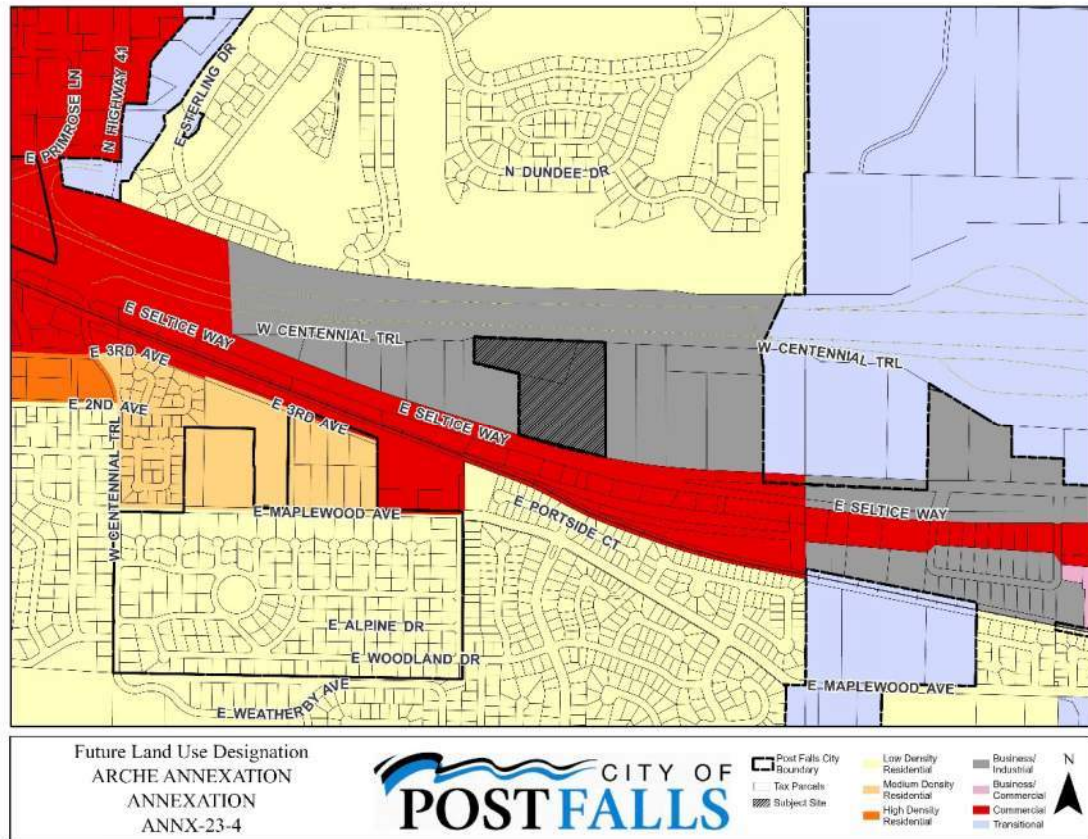
Area Context Vicinity Map:**EVALUATION OF ZONING APPROVAL CRITERIA:**

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

ZONE CHANGE REVIEW CRITERIA

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

The Future Land Use Map classifies this property with the land use designation of **Business/Industrial**. The Business/Industrial land use designation provides for a mix of heavy and light manufacturing, warehousing, business park and service commercial uses in areas with existing industrial uses or other areas with suitable land and transportation access that are buffered from residential and other uses typically seen as incompatible with industrial activities.



The subject site is located within the **Maplewood Focus Area**. Post Falls reaches east of Highway 41, extending to the small town of Huetter and Coeur d'Alene. This eastern lobe consists of a variety of different uses, with the freeway, railroad tracks, the Centennial Trail and the Spokane River separating it into distinct east-west character areas. The residential areas will likely not change much, but the commercial district along this portion of Seltice and the Centennial Trail will soon be ripe for reinvestment. Coeur d'Alene's westward expansion has brought new attention to this arterial street, and the older industrial, warehousing, and manufacturing uses may evolve into new commercial and residential development, both of which could take advantage of the trail connections, relative proximity to the river and convenient access to both Coeur d'Alene's Riverstone district and central Post Falls.

The following items affirm or guide development of key policies for this area, or suggest future action items for the Maplewood context area:

- Promote infill development;
- Prioritize infill annexations;
- Encourage development that is interconnected, including pedestrian access to multi-use paths, parks, schools, and trails;
- Focus provisions for Multi-Family, Commercial and Industrial uses along Seltice Way;
- Look for opportunities to beautify and add gateway signage along the Seltice Corridor, corresponding with Coeur d'Alene's westward expansion.

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

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

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

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

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

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

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

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

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

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

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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

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

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

- Maintain and enhance resident quality of life;

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

- Promote compatible, well-designed development;

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

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

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

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

- Future land use mapping;

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

- Compatibility with surrounding land uses;

Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses along E Seltice Way, which are commercial and industrial uses.

- Infrastructure and service plans;

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

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

Water service for the site would be provided by the City of Post Falls. An 8-inch water main exists along the southern boundary of the property. The City's water system has the capacity to provide service and the City is willing to serve the property at the requested density. Existing capacity is not a guarantee of future service.

- Existing and future traffic patterns;

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

Seltice Way – Principal Arterial: existing rights-of-way exceed City minimum standards, no rights-of-way dedication required. a 15-foot sidewalk, drainage, and utility easement shall be provided along Seltice Way.

Future traffic patterns to/from this site are benefitted from Seltice Ways connectivity to the I90 / SH41 Interchange located less than 1 mile to the west.

Access to the site will be required to comply with City Access Management Standards at the time of development. Seltice Way is identified as Critical Arterial Corridors by the KMPO and Seltice Way being a Principal Arterial. Roadway classifications, coupled with the impacts of the signalized intersection will require that future development of the site demonstrates how access to the site will operate without degradation of the safety or operation of the adjoining roadways.

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

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

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

Staff Comment: This location of the proposed annexation is along a principal arterial and near the intersection of N Cedar Street and E Seltice Way.

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

Staff Comment: This site is currently under-utilized along a major roadway and is surrounded by incorporated City properties. Having this approved to be incorporated into the City of Post Falls may help incentivize development on this vacant lot and allow further commercial commerce within the City's tax base.

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

- Surrounded by incorporated areas;

Staff Comment: The two subject parcels are currently surrounded by incorporated City is standing alone as its own County "island".

- That have readily available service infrastructure and capacity.

Staff Comment: The City of Post Falls would be purveyor for both domestic water and sanitary sewer with annexation. Sanitary sewer and water infrastructure are located along the properties southern boundary with Seltice Way. The City has capacity and is willing to provide service to the site. utilities would need to be extended within the site with any future subdivision or development.

- That support increased development intensity near the urban core.

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

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

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

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

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

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

Staff Comment: Upon development through subdivision or site plan review frontage improvements will need to be completed. This allows for continuity of pedestrian pathways and closing any gap within existing pedestrian facilities.

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

Staff Comment: with annexation and site development completion of roadway improvements and pedestrian facilities along the Seltice Way frontage would be required. This would help close gaps within pedestrian pathways along Seltice Way.

Policy 45: Guide annexation decisions guided by and considering:

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

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

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

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

given the chance to comment on the request.

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

Staff Comment: Dedication of easements have been described as part of the annexation agreement. Rights-of Way are not required.

- Studies that evaluate environmental and public service factors;

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

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

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

- Comprehensive plan goals and policies.

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

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

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

Policy 84: Expand the number of local living-wage jobs, enabling more residents to live and work in Post Falls.

Staff Comment: Commercial businesses may help create new jobs and enable a work live situation within the City of Post Falls.

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

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

Agencies Notified:

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

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

- PA-1 Yellowstone Pipeline – No Comments
- PA-2 Panhandle Health District – No Comments
- PA-3 Post Falls Police Department – Remains Neutral
- PA-4 Post Falls Highway District – No Comments

PUBLIC PROCESS: Notice of the proposed annexation was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on December 15, 2023. Notice has been published in the Coeur d’Alene Press on December 26, 2023. The property was posted on December 28, 2023.

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

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

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

ATTACHMENTS:**Applicant Exhibits:**

Exhibit A-1	Annexation Application
Exhibit A-2	Narrative
Exhibit A-3	Vicinity Map
Exhibit A-4	Auth Letter

Exhibit A-5 Title Report

Staff Exhibits:

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

Testimony:

Exhibit PA-1 YPL Comments
Exhibit PA-2 PHD Comments
Exhibit PA-3 PFPD Comments
Exhibit PA-4 PFHD Comments

ANNX-23-4

Annexation

Status: Active

Submitted On: 10/4/2023

Primary Location

0

Owner

Applicant Jeramie Terzulli 208-819-6004 jt@oecivil.com PO Box 1894

Post Falls , ID 83877

Application Information**Did an Annexation Pre-app take place?***

Yes

Applicant Type*

Engineer

Description of Project/Reason for Request*

Annexation Request

Existing Zoning*

County Industrial

Adjacent Zoning*

Industrial

Current Land Use*

Residential/Vacant

Adjacent Land Use*

Commercial/Industrial

Proposed Zone*

Owner Information**Name***

Arche Idaho LLC

Company**Phone***

408.421.4331

Email*

dustin.grant@gmail.com

Address*

1820 297TH WAY SE

City, State, Zip Code

Fall City, WA 98024

Application Certification

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



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

Jeramie Terzulli
Sep 13, 2023

Attachments

Arche ROW.pdf	
ows.net/vpc3-files/postal/Arche ROW.pdf	
2023_15-37-2021-10-04-142504.jpg	
309Z&st=2023-10-04-142504.jpg	
5NKAf8qYiYBvmRP2NMeMrWSRDrB6fg83o%3D)	
Arche Annexation Mailing Labels	
dows.net/vpc3-files/postal/Arche Annexation Mailing Labels.pdf	
ng_Labels.pdf	
30T21%3A01%3A09Z&st=2023-10-04-142504.jpg	
VjXJgXsf9vzIN7e4nNwCdEewwZOKkLCJnA%3D)	
Arche Annexation (ANNX-23-4) Completeness Letter	
jows.net/vpc3-files/postal/Arche Annexation (ANNX-23-4) Completeness Letter.pdf	
IX-23-023_09-58-19.pdf?sp=r&sv=2017-11-09Z&st=2023-10-04-142504.jpg	
KkLON5hNkK7r4nw%2FFJHEIlcocsQ%3D)	
Narrative	REQUIRED
Arche Narrative.Rev.pdf	
ows.net/vpc3-files/postal/Arche Narrative.Rev.pdf	
_Oct_10_2023_13-19-52.pdf?sp=r&sv=2017-11-09Z&st=2023-10-04-142504.jpg	
-tHvBjkh4nV2ZhnT4h5P148mEzQns6SsF0%3D)	
Zoning Map	REQUIRED
et/vpc3-files/postal/Arche Zoning Map	
=2021-10-04-142504.jpg	
yJgaWbiCf4nly268R4ikSMWh5bKKjATM8AXD9XI%3D)	
Vicinity Map	REQUIRED
/vpc3-files/postal/Arche Vicinity Map	
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Uk26d6KmhH8a7tPwU0T9uZc19XYFXLmA3Tn88%3D)	
Legal Description (2 separate ones - just the land and one with all rights of way included)	REQUIRED
iet/vpc3-files/postal/Arche Legal Description	
2023_15-37-2021-10-04-142504.jpg	
2023_15-37-2021-10-04-142504.jpg	

se=2023-10-
 4BM%2FdsUBRA%2F7zdwrgTodaHqrRPVlg8Jwg%3D)
 it/vpc3- Arche Idaho LLC Legal Description.docx
 tion_Wed_Oct_4_2023_15:20:54IdmXts-4-2023-at 2:07 PM
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)X2jnpoWEkxh%2B%2BpaCjRdOCRYwcdUmC2UQ%3D)
Title Report
 's.net/vpc3- Arch Title Commitment.pdf
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 cxxFGeQNH6%2Be8UTbzdDBq3mQqmk7CELI%3D)
Owner Authorization
 vs.net/vpc3- Arche Auth.pdf
 23_15-33:13pdf7sy-J&se=2023-10-
 !Z&se=2023-10-
 iUffCuCewUi1mUu3t%2BmyzdHDP1j3QzIDCw%3D)
Radius Report
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 1FT7adhni9KU2hu%2BcVTboSI9kUFHwuePwRE%3D)

REQUIRED

REQUIRED

REQUIRED

REQUIRED

Arche Annexation Narrative

Project Description

Olson Engineering, on behalf of Arche Idaho LLC is requesting annexation of 2 parcels into the city of Post Falls. The properties are located along Seltice Way near the eastern boundary of the City and total approximately 14.7 acres. The property owner is seeking the Community Commercial Services (CCS) zoning designation.



Characteristics

The property is positioned between Seltice Way and Interstate 90 and is surrounded by properties that are within city limits. There are three aging homes on the northern parcel that are served by a common driveway from Seltice Way. The homes are currently served water by individual wells and sewer is being treated via individual septic systems. The property is heavily treed and increases in elevation from Seltice Way to I90. There appear to be three fairly distinct topographical “benches” as one moves from south to north through the property. The site is not located in a known flood zone and no unusual soil conditions have been identified.

Comprehensive Plan

[P.09] Encourage annexation of County “islands” within the City

[P.44] Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.

The City’s Comprehensive Plan explicitly outlines a priority for annexing land that are “county islands” as these properties currently utilize city infrastructure while not contributing to the tax base. As stated earlier, the subject property is surrounded by incorporated land and is one of only a few commercial properties along this section of Seltice Way that are not within City limits.

[P.84] Expand the number of local living-wage jobs, enabling more residents to live and work in Post Falls

The master plan for the property, if annexed, would be for a series of buildings that would offer a retail/shop hybrid space for local businesses on the center/north portion of the site with a higher intensity retail element along Seltice Way. This would align with many of the objectives of the Maplewood Focus Area that is the focus area associated with the property.

[P.85] Coordinate use patterns along the I-90 corridor to take advantage of access and visibility while enhancing Post Falls’ regional image.

The Future Land Use Map identifies the property as Business/Industrial which does not perfectly align with the requested zoning, however, the anticipated uses do align with the principal uses & character identified within this designation. Specifically, the Business/Industrial land use character supports business parks, service commercial and accessory uses, which is the intent of the development group. Additionally, most of the existing

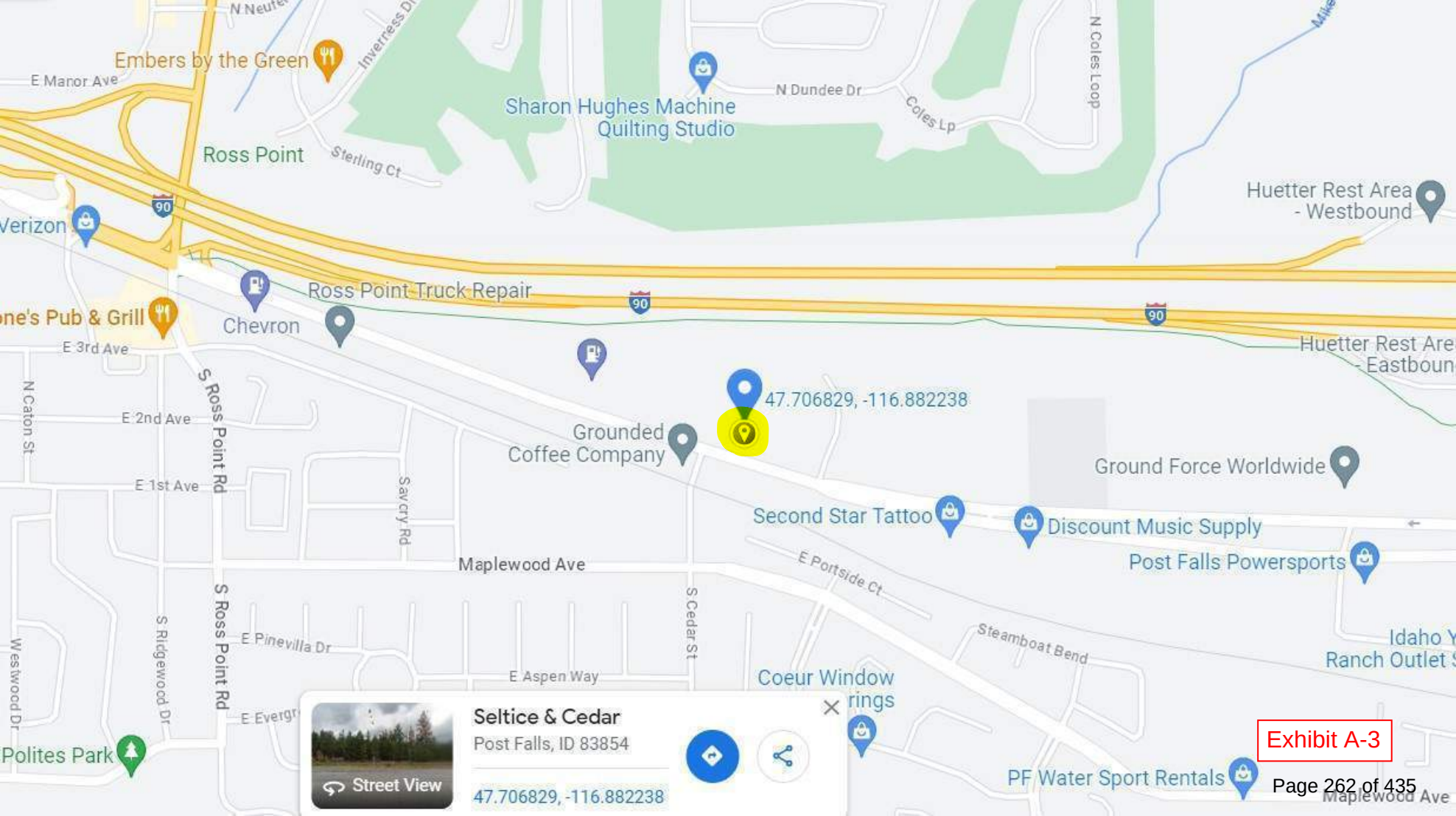
uses adjacent to the property are more closely aligned with the Business/Commercial land use category.

[G-01] Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.

This underutilized property, upon development, can create an opportunity for locally based small businesses to lease space with excellent exposure and access to major corridors. There are very few modern commercial buildings along this section of Seltice Way and virtually no vacant spaces available for lease.

Summary

The subject property is one of the few remaining properties in the area not yet incorporated into the City of Post Falls and is positioned along one of the most trafficked corridors in the City. The request for CCS zoning (if annexed) aligns with the area context and could provide opportunities for local businesses to occupy highly visible and accessible commercial space while minimizing adverse impacts on the street network. The development team will work closely with city staff and other outside agencies to produce a vibrant commercial/industrial park that can service the needs of residents in the area and provide expansion opportunities for local and regional businesses.



Sharon Hughes Machine Quilting Studio

Ross Point

Ross Point Truck Repair

Chevron

Grounded Coffee Company

Second Star Tattoo

Discount Music Supply

Post Falls Powersports

Coeur Window rings

PF Water Sport Rentals

Seltice & Cedar
Post Falls, ID 83854

47.706829, -116.882238



Street View

Exhibit A-3

Page 262 of 435

August 30, 2023

To whom it may concern,

This document is to grant authorization for Olson Engineering to act on behalf of Arche Idaho LLC for land use processes in the City of Post Falls. The property in question is commonly referred to as 5055 E Seltice Way.

AIN 106717

AIN 141736



Dustin Grant- Member Arche Idaho LLC

Exhibit A-4

COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I - Requirements have not been met within 30 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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Exhibit A-5

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(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 419212

SCHEDULE A

Escrow Officer: Keri Mitchell - keristeam@kootenaititle.com

Title Officer: Sam Johnson - sam@kootenaititle.com

1. Commitment Date: November 15, 2022 at 12:00 AM

2. Policy to be issued:

a. Owner's Policy	(ALTA Owners Policy (06/17/06))	Amount:	\$2,750,000.00
Proposed Insured:		Premium:	\$6,280.00
Venator Capital			
		Total::	\$6,280.00
b. Loan Policy	(ALTA Loan Policy (06/17/06))	Amount:	\$2,722,500.00
Proposed Insured:		Premium:	\$1,943.00
Lender with contractual obligations under a loan agreement with the			
Proposed Insured identified at Schedule A, Item 2(a)			
		Total::	\$1,943.00
Endorsements: ALTA 8.2			\$50.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Coeur d'Alene Development Company, an Idaho corporation

5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Commonwealth Land Title Insurance Company

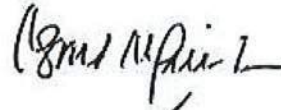
COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: 
Kootenai County Title Company, Inc.



By:

ATTEST




President

Secretary

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Owners Policy contemplated hereby is an ALTA standard coverage Owners Policy, in which General Exceptions 1 through 6 shall remain on the final Policy. Any requests to delete any or all of said Exceptions shall require additional approval, Requirements and/or Exceptions, and incur an additional premium.
6. The Loan Policy contemplated hereby is an ALTA extended coverage Loan Policy, in which General Exceptions 1 through 6 are anticipated to be deleted. As a condition for the deletion of said Exceptions, the Company will require an affidavit and sworn statement from the parties to the transaction confirming that no unpaid work has taken place and that no inchoate liens exist, that there are no unrecorded leases, easements or other interests that affect the Land, and that there are no encroachments or other adverse matters that they have knowledge of. In the event any broken priority or inchoate liens are disclosed or discovered, General Exception 4 shall appear on the final Policy, and any other adverse matters disclosed or discovered shall appear as an Exception on the final Policy.
7. The Company will require the following documents for the entity named below:

Entity: Coeur d'Alene Development Company, an Idaho corporation

A. Resolution authorizing the subject transaction and setting forth the signatory and their authority to bind the corporation.
8. The Company will require the following documents for the entity named below:

Entity: Venator Capital

A. Evidence the corporation is duly created and in good standing in its state of domicile

B. A copy of the corporation By-Laws and/or Articles of Incorporation.

C. Resolution authorizing the subject transaction and setting forth the signatory and their authority to bind the corporation.

D. If the Articles or By-Laws require approval by a "parent" organization, the above documents will also be required for that entity as well.
9. We find the following address to be associated with the Land described herein:

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

5055 E. Seltice Way
Post Falls, ID 83854

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
 - 1. Rights or claims of parties in possession not shown by the Public Records.
 - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - 3. Easements, or claims of easements, not shown by the Public Records.
 - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) of (c) are shown by Public Records.
 - 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
 - 7. Property taxes and assessments for the year 2022, which are a lien, of which the 1st installment is due December 20, 2022, and the 2nd installment is due June 20, 2023 (amounts do not include penalty and interest if delinquent):
 - 1st Installment: \$22.07, due and payable
 - 2nd Installment: \$22.07, payable but not yet due
 - Parcel No.: 50N04W067900
 - AIN No.: 141736
 - Parcel 1

 - 1st Installment: \$1,892.38, due and payable
 - 2nd Installment: \$1,892.37, payable but not yet due

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Parcel No.: 50N04W068000

AIN No.: 106717

Parcel 2

1st Installment: \$10.61, due and payable

2nd Installment: \$10.61, payable but not yet due

Parcel No.: P00000068050

AIN No.: 155994

Parcel 3

8. Assessments of the City of Post Falls.
9. Assessments of the City of Post Falls LID No. 92-1.
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Washington Water Power Company
Purpose: Electric transmission line and telephone system
Recorded: February 27, 1942
Instrument No.: [Book 119 of Deeds at Page 91 \(pg 2\)](#), records of Kootenai County, Idaho.
11. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: State of Idaho
Purpose: Public road and relocation of all irrigation and drainage ditches and structures and such surface drain ditches as may be necessary to the proper construction of the highway.
Recorded: May 13, 1946
Instrument No.: [Book 130 of Deeds at Page 405 \(pg 2\)](#), records of Kootenai County, Idaho.
12. Easement and right of way for a public highway, relinquishments of access rights between the Land and the highway, and negative easements for the purpose shown below, and any rights incidental thereto, as set forth in a deed to the State of Idaho
Purpose: Grantor agrees that no buildings or structures, except irrigation or drainage structures, will be permitted to be constructed within 20 feet of the right of way of the said project. Grantors convey unto the State the right to prohibit junkyards on any of their remaining land within 1000 feet of the right of way of the said project, and the right to prohibit advertising signs, displays and devices within 660 feet thereof; provided that advertising relating to business conducted on any of the Grantors remaining land be permitted not closer than 20 feet therefrom, but only on land utilized exclusively for said business.
Recorded: June 15, 1967
Instrument No.: [Book 214 of Deeds at Page 79 \(pg 2\)](#), records of Kootenai County, Idaho.
13. An easement for the purpose shown below, rights incidental thereto, and other covenants and restrictions as set forth in a document
Granted to: Washington Water Power Company
Purpose: Scenic easement, sign restrictions, building setbacks, timber protection and restrictions as to commercial or industrial use

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

Recorded: June 29, 1978

Instrument No.: [Book 292 of Deeds at Page 217](#), records of Kootenai County, Idaho

14. An easement for the purpose shown below, rights incidental thereto, and other covenants and restrictions as set forth in a document
Granted to: Washington Water Power Company
Purpose: Scenic easement, sign restrictions, building setbacks, timber protection and restrictions as to commercial or industrial use
Recorded: June 29, 1978
Instrument No.: [Book 292 of Deeds at Page 218](#), records of Kootenai County, Idaho
15. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown, delineated, described or otherwise set forth on Record of Survey recorded December 19, 1979 in Book 2 of Surveys at Page 21, records of Kootenai County, Idaho, including without limitation those described as follows:
- A. Discrepancies between the bearings, measurements and locations of record and those shown on said survey.
 - B. I-90 R/W and U.S. Hwy. 10 rights-of-way and the locations thereof
 - C. 50' Scenic Easements, and the encroachment of an unidentified object into the same
 - D. Unidentified object, presumably a roadway, looping through the center of the Land.
16. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Purpose: Ingress and egress
Recorded: March 5, 1981
Instrument No.: [Book 311 of Deeds at Page 463](#), records of Kootenai County, Idaho.
- Any invalidity, termination or other effect due to or relating to merger of title of the dominant and servient estates.
17. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown, delineated, described or otherwise set forth on Record of Survey recorded April 24, 1981 in Book 3 of Surveys at Page 20, records of Kootenai County, Idaho, including without limitation those described as follows:
- A. Discrepancies between the bearings, measurements and locations of record and those shown on said survey.
 - B. I-90 and Seltice Way rights-of-way and the locations thereof
 - C. 50' Scenic Easement
 - D. 30' Ingress-Egress Easement

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

18. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Purpose: Ingress, egress, future public road dedication
Recorded: January 4, 1983
Instrument No.: [Book 321 of Deeds at Page 352](#), records of Kootenai County, Idaho.
19. Any rights, interests, claims or other adverse matters which may exist or arise by reason of facts shown, delineated, described or otherwise set forth on Record of Survey recorded April 22, 1985 in Book 4 of Surveys at Page 146, records of Kootenai County, Idaho, including without limitation those described as follows:
- A. Discrepancies between the bearings, measurements and locations of record and those shown on said survey.
 - B. I-90 R/W and Seltice Way rights-of-way and the locations thereof
 - C. 50' Scenic Easements, and the encroachment of an unidentified object into the same
 - D. 30' Ingress-Egress Easement
20. Any unrecorded leases, including the terms, conditions and provisions thereof and any leasehold interests pursuant thereto; rights of vendors and holders of security interests on personal property installed upon the Land; and rights of tenants to remove trade fixtures at the expiration of the term of said lease.
21. The terms Land and Improvement as used and defined herein shall not include any mobile, manufactured, modular or trailer home located thereon.

END OF SCHEDULE B

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COMMONWEALTH LAND TITLE INSURANCE COMPANY
SCHEDULE C

The Land is described as follows:

Parcel 1:

A portion of Tax No. 7804, Book 243, Page 291, records of Kootenai County, Idaho, in the Southeast Quarter of Section 6, Township 50 North, Range 4 West, Boise Meridian, more particularly described as follows:

BEGINNING at the center of Section 6 as shown on that Record of Survey by L.S. #3506, filed at Page 20, Book 3, Kootenai County Records Office; thence

South 0°09'49" West along the North-South centerline of said Section 6, 22.04 feet to a point on the South right of way line of Interstate 90, said point also being the Northwest corner of Tax No. 7804; thence

Along said South right of way line, North 78°30'29" East, 88.13 feet to a right of way monument being a brass cap marked 402+00.00; thence

Continuing along said South right of way line, South 87°34'50" East, 807.35 feet to the TRUE POINT OF BEGINNING; thence

Continuing along said South right of way line, South 87°34'50" East, 213.26 feet; thence

Leaving said South right of way line, South 01°13'21" East 899.27 feet to the North right of way line of Seltice Way (Old U.S. Highway 10); thence

Along said North right of way line, a distance of 664.44 feet; thence

Continuing along said North right of way line, North 72°06'14" West, 34.45 feet to the Southeast corner of Tax No. 13096; thence

Leaving said North right of way line, North 0°09'49" East, 482.75 feet; thence

South 76°46'13" East, 345.24 feet; thence

North 56°58'09" East, 18.5 feet; thence

North 18°28'40" East, 334.46 feet to the TRUE POINT OF BEGINNING.

Parcel 2:

A portion of Tax No. 7804, Book 243, Page 291, Records of Kootenai County, Idaho, in the Southeast Quarter of Section 6, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

COMMENCING at the East Quarter corner of said Section 6; thence

North 88°41'50" West, 2656.44 feet to the center of Section 6; thence

South 0°09'49" West, 22.04 feet along the North-South centerline of Section 6 to the Northwest corner of Tax No. 7804 and the South right-of-way line of U.S. Interstate 90; thence

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

North 78°30'29" East, 88.13 feet along the North line of Tax No. 7804 and said South right-of-way line to the TRUE POINT OF BEGINNING, being a brass cap for right-of-way monument at Station 402+00.00; thence

Continuing along said right-of-way line, South 87°34'40" East, 807.35 feet; thence

Leaving said right-of-way line, South 0°13'21" East, 247.56 feet; thence

South 57°00'59" West, 146.05 feet to the centerline of an existing private road; thence

North 76°46'13" West, 704.34 feet; thence

North 0°09'49" East, 200.00 feet, parallel with said North-South centerline of Section 6, to the TRUE POINT OF BEGINNING.

LESS a portion situated in Kootenai County, Idaho, being a portion of Tax No. 7804, Book 243, Page 291, records of Kootenai County, Idaho, in the Southeast Quarter of Section 6, Township 50 North, Range 4 West, Boise Meridian, more particularly described as follows:

BEGINNING at the center of Section 6 as shown on that Record of Survey by L.S. #3506, filed at Page 20, Book 3, Kootenai County Records Office; thence

South 0°09'49" West along the North-South centerline of said Section 6, 22.04 feet to a point on the South right of way line of Interstate 90, said point also being the Northwest corner of Tax No. 7804; thence

Along said South right of way line, North 78°30'29" East (also shown of record as North 76°30'29" East), 88.13 feet to a right of way monument being a brass cap marked 402+00.00; thence

Continuing along said South right of way line, South 87°34'50" East, 807.35 feet to the TRUE POINT OF BEGINNING; thence

Leaving said South right of way line, South 01°13'21" East 247.70 feet; thence

South 56°58'39" West, 127.56 feet; thence

North 18°28'40" East, 334.46 feet to the TRUE POINT OF BEGINNING.

Parcel 3:

All that portion of the Northwest Quarter of the Southeast Quarter (also erroneously shown of record as the Northwest Quarter of the Southwest Quarter) of Section 6, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho dec=scribed as follows:

BEGINNING at a ¾ iron pipe lying at the intersection of the Southerly right of way line of Interstate 90 and the North-South centerline of Section 6, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho from which the center of said Section 6 bears North 0°09'49" East, 22.04 feet; thence

North 78°30'29" East, along said Southerly right of way line, 88.13 feet, to a found brass cap in concrete; thence

Leaving said right of way line, South 0°09'49" West, 200.0 feet to a found rebar and cap (Meckel); thence

South 76°46'13" East, 359.10 feet to a set 5/8 inch rebar and cap; thence

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COMMONWEALTH LAND TITLE INSURANCE COMPANY

South 0°09'49" West, 482.75 feet to the Northerly right of way line of Seltice Way (Old Hwy 10) and a set 5/8 inch rebar and cap; thence

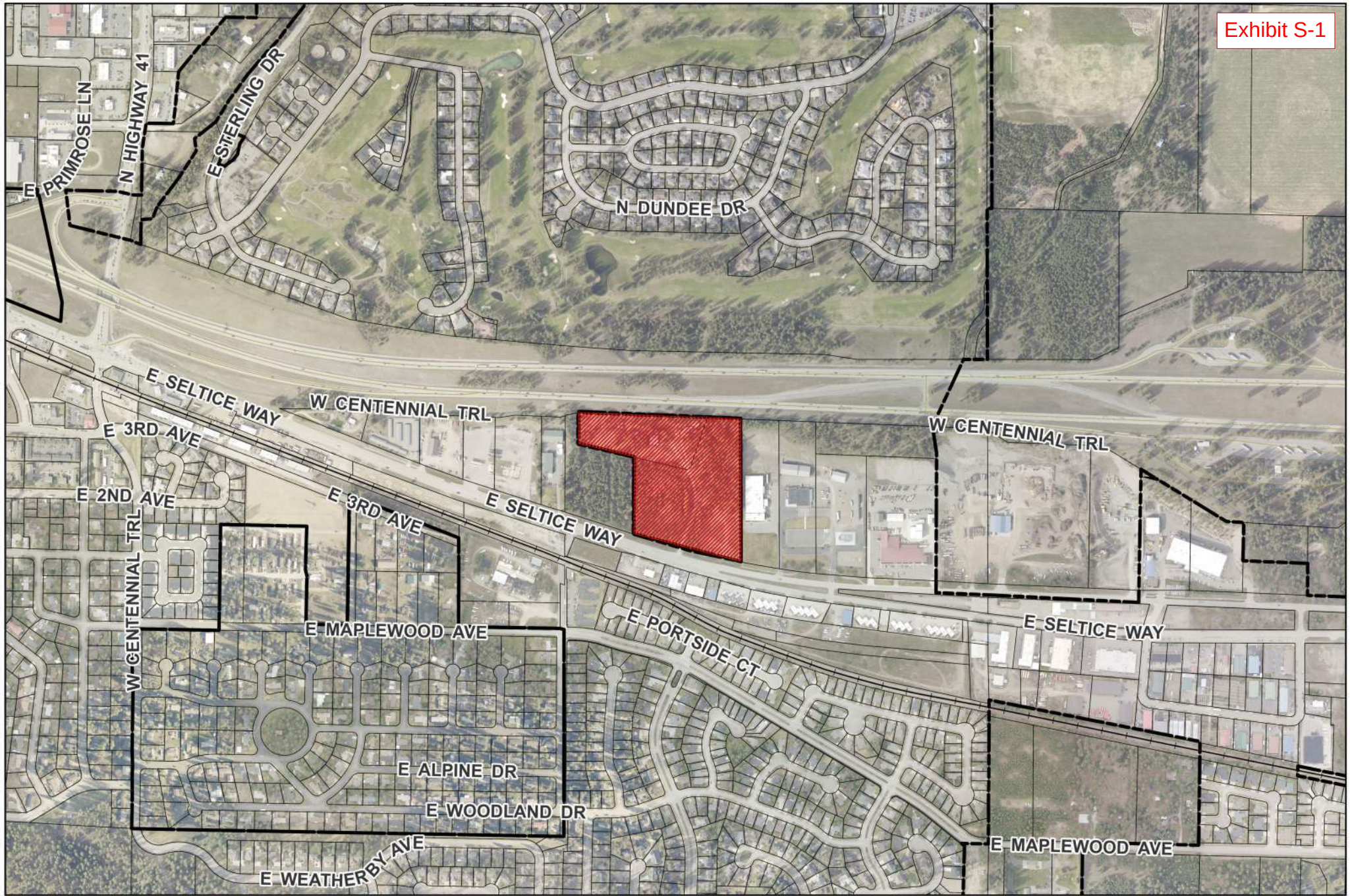
Along said Northerly right of way line, North 72°06'14" West, 457.87 feet to a found 6" x 6" fence post set in concrete lying on the North-South centerline of said Section 6; thence

Along said North-South centerline North 0°09'49" East, 606.67 feet to the POINT OF BEGINNING.

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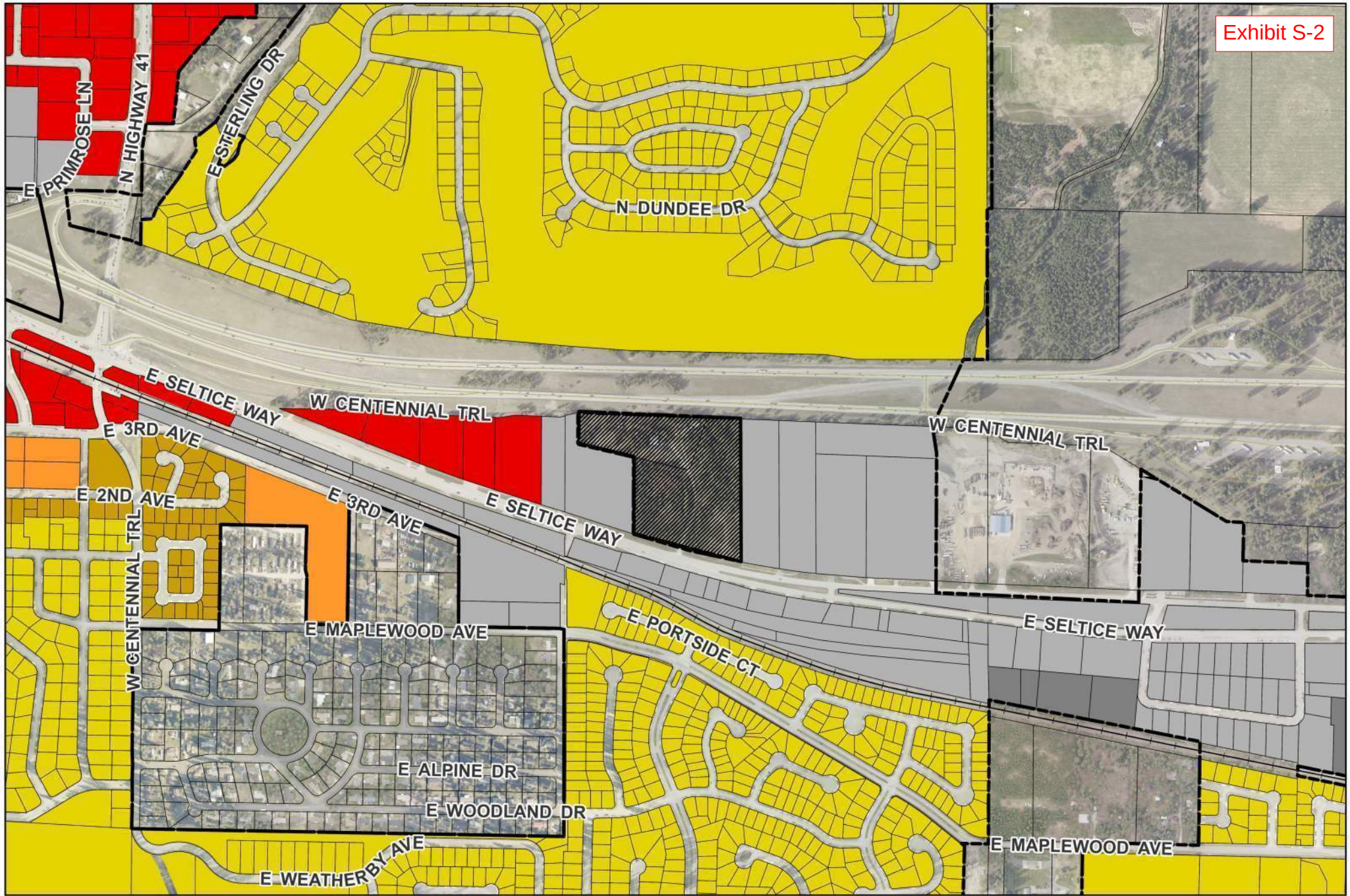


Project Location
ARCHE ANNEXATION
ANNX-23-4



- Post Falls City Boundary
- Tax Parcels
- Subject Site





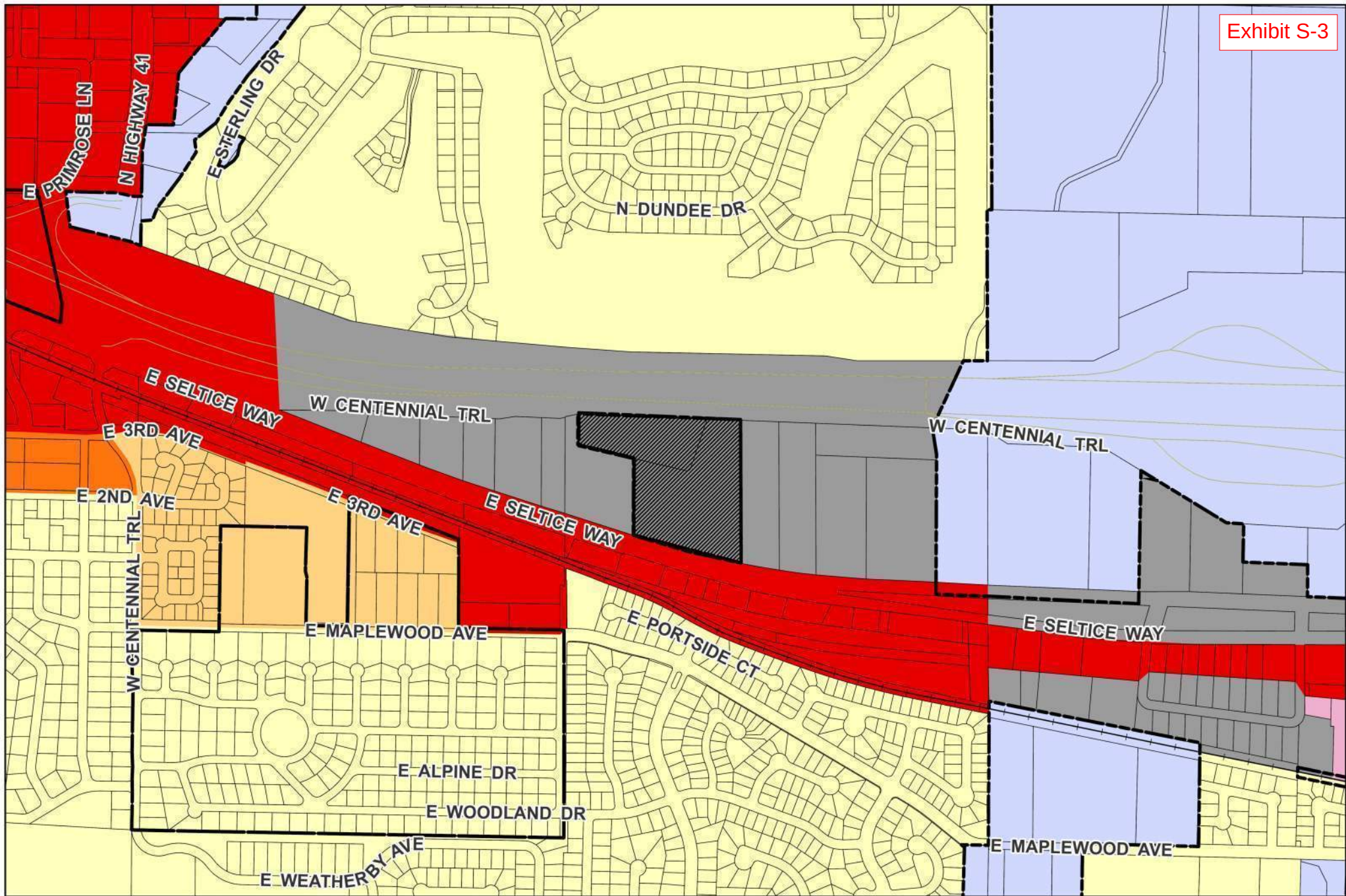
Zoning Map
 ARCHE ANNEXATION
 ANNEXATION
 ANN-23-4



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- CCS

- HI
- R-1
- R-2
- R-3





Future Land Use Designation
 ARCHE ANNEXATION
 ANNEXATION
 ANN-23-4



Post Falls City
 Boundary
 Tax Parcels
 Subject Site

Low Density
 Residential
 Medium Density
 Residential
 High Density
 Residential

Business/
 Industrial
 Business/
 Commercial
 Commercial
 Transitional



Nancy Thurwachter

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Tuesday, December 19, 2023 11:08 AM
To: Nancy Thurwachter
Subject: FW: Notice to Jurisdictions - Arche Annexation ANNX-23-4
Attachments: NTJ_PZ_Arche (1).pdf

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Good Morning Nancy,

Based on the location, there is no impact to the YPL ROW and we do not have any comments.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, December 19, 2023 11:47 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziplay.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziplay.com>; URA <postfallsura@gmail.com>

Nancy Thurwachter

From: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Sent: Tuesday, December 19, 2023 2:08 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions - Arche Annexation ANNX-23-4

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PHD has no comment on annexing parcels or the zoning. Commercial use of the parcels may require a commercial/industrial application through the health department.



Public Health
Prevent. Promote. Protect.

Panhandle Health District

Ryan Johnsen | Sewage Program Coordinator, EHS
35 Wildcat Way, Suite A, Kellogg, ID 83837
P: 208-415-5209
W: [Panhandlehealthdistrict.org](https://panhandlehealthdistrict.org)

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From: Tara Bright <tbright@phd1.idaho.gov>
Sent: Tuesday, December 19, 2023 1:14 PM
To: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Subject: FW: Notice to Jurisdictions - Arche Annexation ANNX-23-4



Public Health
Prevent. Promote. Protect.

Panhandle Health District

Tara Bright | Office Services Supervisor
8500 N. Atlas Rd., Hayden ID 83835
P: 208-415-5220
E: ehapplications@phd1.idaho.gov
W: [Panhandlehealthdistrict.org](https://panhandlehealthdistrict.org)

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Exhibit PA-2



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

December 19th, 2023

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Arche Annexation ANNX-23-4

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Exhibit PA-3

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Tuesday, January 2, 2024 12:59 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions - Arche Annexation ANNX-23-4

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Because the City of Post Falls has annexed the right-of-way, adjacent to the proposed parcels, the Post Falls Highway District has no comment.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Tuesday, December 19, 2023 10:47 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Audie Neuson <audie.neuson@williams.com>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field

DEVELOPMENT AND ANNEXATION AGREEMENT

Arche Annexation

(File No. ANNX-23-4)

THIS AGREEMENT is made this ____ day of _____, 20____, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **ARCHE IDAHO, LLC**, an Idaho corporation, with its principal place of business at 1820 297Th Way SE, Fall City, WA 98024.

WHEREAS, ARCHE IDAHO, LLC, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit “A”; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property with an initial zoning designation of Community Commercial Services (“CCS”) while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is located on the north side of E. Seltice Way and approximately 400-feet east of the intersection of N. Cedar Street and E. Seltice Way and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to current City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water

lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection

to the water system. If water capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as all legal requirements are met. Upon public water service becoming available, the Owner agrees to disconnect from the temporary service and connect to the public water service at Owner's sole cost.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner agrees to disconnect from the temporary service and connect to and divert flows to the public system at Owner's sole cost. Any proposed alternative must not impair the City's ability to extend its sanitary sewer collection system to other properties.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the exterior boundaries of the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.

- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any existing contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Seltice Way to include utilities, sidewalks, and storm drainage.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and/or easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this Agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion, decides.
- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage of an annexation ordinance annexing the Property. The

parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option) and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.

- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

By:

Ronald G. Jacobson, Mayor

By:

Dustin Grant, Managing Member

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

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**, 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: _____

STATE OF IDAHO

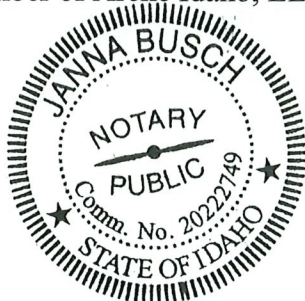
)

:ss

County of Kootenai

)

This record was acknowledged before me on 2/23/2024 by Dustin Grant as Managing Member of Arche Idaho, LLC.

Janna Busch

Notary Public for the State of Idaho

Residing at: Coeur d'Alene, IDCommission Expires: 05/31/2028

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.

Kimball: This is a small enough project where impact fees are the appropriate way to deal with any offsite mitigation and impacts on the greater community.

MOTION TO APPROVE BY Planning and Zoning Commissioner Kimball to Approve Boyd's Landing First Addition File No SUBD-23-5 finding that it meets the approval criteria contained in the Post Falls Municipal Code outlined in our deliberation criteria 1 through 6 adopting conditions 1 through 10 contained in the Staff Report and direct staff to prepare a Reasoned Decision.

SECOND BY: Planning and Zoning Commissioner Hampe

VOTE: Kimball-Yes, Hampe-Yes, Steffensen-Yes, Wilhelm-Yes, Schlotthauer-Yes, Walton-Yes

MOVED

- b. Zoning Recommendation for the Arche Annexation File No. ANNX-23-4

Public Hearing Opened at 5:48 PM

Staff Report

Ethan Porter, Associate Planner presenting: Olson Engineering is requesting, on behalf of Arche Idaho LLC, the property owner, approval to annex approximately 14.7-acres between two parcels into the City of Post Falls with a zoning request of Community Commercial Services (CCS). The Planning & Zoning Commission is being asked to conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. We are not looking at the annexation tonight, we're just looking at the zoning request or recommendation to City Council. The property is located east of Cedar Street and north of Seltice Way and south of Interstate 90. Current land use is large lot residential. The property is over the Rathdrum Prairie Aquifer and has a steep slope on the northern property edge that is not detrimental to the project. Water and wastewater is provided by the City of Post Falls. Looking at the surrounding land use, to the north is W Interstate 90 right of way, and south is E Seltice Way right-of-way. Directly west is a vacant parcel and directly east is an industrial business building.

Steffensen: A lot of the recent annexations that have come before us have been combined with a subdivision application. In this one we're not sure what they want to do yet.

Parker: I'll let the applicant speak about that, but I don't believe we have a subdivision for this submitted, so I think it's just the annexation.

Applicant Jeramie Terzulli, Olsen Engineering, Inc. Olsen Engineering has requested, on behalf of the property owner Arche Idaho LLC, to annex approximately 14.7acres between two parcels into the City of Post Falls with a zoning request of Community Commercial Services (CCS). The reason there's no subdivision here is the piece to the west is also a part of this overall development. The current owner purchased all three parcels together. The plan is to have common ownership for the whole thing, do some boundary line adjustments and do a business park. There will be three separate parcels, the topography of the site creates three natural benches as you move from Seltice Way up to Interstate 90. The plan is to do more traditional retail along Seltice Way. On the middle bench, we are requesting a zone change to CCS, so we can do a warehouse/office-retail hybrid that is an allowed use in the CCS zoning. The third tier by the highway will be the last phase and be market driven. We will wait and see about that phase. I wanted to comment on Review Criteria 3. my opinion is, not only will this not have an adverse

impact on services by any incorporated subdivision, the annexation would likely require dedication of water rights as well as a utility easement along Seltice Way that doesn't currently exist, so it would probably help some of those service providers.

Testimony: None

In Favor: None

Neutral: None

In Opposition: None

Public Hearing Closed: 6:05 PM

Review Criteria

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

Hampe: Yes.

Walton: Yes, it's already designated Business Industrial.

Kimball: CCS is an implementing zone under Business Industrial.

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

Kimball: It is a county island surrounded by Post Falls, it's an internal island and priority should be given to those types of annexations. It supports land use patterns, it's on an arterial where Business Commercial should be located on high functioning and high-classification roads such as Seltice Way. Regarding infrastructure and service, there's water and sewer in front, so it can be served without extensive infrastructure extended to it.

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

Kimball: None were presented.

Motion by Planning and Zoning Commissioner Hampe to Approve the CCS Zoning for Arche Annexation File No ANNX-23 4 finding that the zoning meets the approval criteria in the Post Falls Municipal Code as outlined in our deliberations and direct staff to prepare that recommendation for City Council.

Second by Planning and Zoning Commissioner Walton

VOTE: Kimball-Yes, Hampe-Yes, Steffensen-Yes, Wilhelm-Yes, Schlotthauer-Yes, Walton-Yes

MOVED

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

Steffensen: Ross Schlotthauer and Vicky Jo Carey were both reappointed, so thank you for continuing to serve. Everyone else, thank you for continuing and welcome Bobby.

7. ADJOURNMENT

6:11 PM

City of Post Falls
Planning and Zoning Commission Minutes

January 9, 2024

Date: 2/13/24

Chair: 

Attest: 

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen Vice Chair: Ray Kimball
Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Bobby Wilhelm, Kibbee Walton

**Arche Annexation
File No. ANN-23-4**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Olson Engineering (Per Exhibit A-1)

LOCATION: The property is located on the north side of E. Seltice Way and approximately 400-feet east of N. Cedar Street.

REQUEST: Zoning recommendation of Community Commercial Services (CCS) on approximately 14.7 acres, as outlined in Exhibit A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Authorization Letter
5. A-5 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 YPL Comments
10. PA-2 PHD Comments
11. PA-3 PFPD Comments
12. PZ Staff Report
13. Testimony at the January 9, 2024, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the January 9, 2024 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking a zoning designation of Community Commercial Services (CCS) on approximately 14.7 acres for two parcels included as part of an annexation request into the City of Post Falls. The subject site

is located on the north side of East Seltice Way, approximately 400 feet east of North Cedar Street. The current land use is a large residential lot with one residential home. The property is located above the Rathdrum Prairie Aquifer and both water and wastewater service would be provided by the City of Post Falls.

Mr. Porter provided an overview of the zoning and land uses surrounding the subject site. Directly north is the I-90 right-of-way and north of I-90 is the Highlands Subdivision, though there is a significant downhill slope to the subject property. Surrounding the property is industrial zoning, with a vacant industrial property to the west and manufacturing building to the east. South of Seltice Way is zoned industrial as well.

During Mr. Porter's testimony at the hearing, he discussed the first review criteria for annexation and the proposed zoning district. He noted that the proposal should be consistent with the future land use map and focus area in the comprehensive plan. The future land use designations for the property are Business/Industrial which provides for a mix of heavy and light manufacturing, warehousing business park and service commercial uses in areas buffered from residential and other uses typically seen as incompatible with industrial activities. The property is surrounded by the business/industrial mix and is sufficiently buffered from the other adjacent uses. Mr. Porter also highlighted the Maplewood Focus area, which guides development of future actions for the area including promoting infill development, prioritizing infill annexations and focuses provisions for multi-family, commercial and industrial uses along Seltice Way.

Mr. Porter reviewed the goals and policies for review criteria two, which included analyzing whether the proposed zoning district was consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan as relevant to the area under consideration. Mr. Porter described Goals 1, 6 and 12 in support of the application by sustaining a balanced resilient economy and providing fiscal health of Post Falls and planning for and establishing types and quantities of land uses supporting the community needs and the City's long-term sustainability. Reviewing the Policies, Policy No. 1 supports land use patterns that maintain or enhance community levels of service, foster the long-term fiscal health of the community and promote compatible development. Policy No. 2 encourages applying zoning designations with consideration of future land use mapping, compatibility with existing land uses, existing and future traffic patterns, infrastructure and the goals and policies of the comprehensive plan. The City has the capacity and is willing to serve the property at the requested zoning designation.

Policy numbers 8 and 9 is in line with the Maplewood Focus Area encouraging in-fill development and annexation of County "islands" within the City, giving priority to areas that are surrounded by incorporated areas and have readily available service infrastructure and capacity.

The existing and future traffic patterns for Seltice as a principle arterial support the application as it provides and enhances connectivity. The annexation would further support policy numbers 24 and 26 by protecting transportation corridors from encroachment and preserving right-of-way for future corridors, including utility facilities and would improve the continuity of sidewalks and pathways. After annexation and at the time of development these improvements would be considered.

Mr. Porter also testified regarding the third review criteria, and determining whether the proposed zoning creates a demonstrable adverse impact upon the delivery of services by

any political subdivision providing public services within the city.

Mr. Porter commented on the potential adverse impact upon the delivery of systems by political subdivisions providing services within the city. However, after sending out notices to various jurisdictions and agencies, only a few remained neutral or had no comment. As a result, there was no adverse impact noted or commented on, and Mr. Porter believes that the review criteria were met in that regard.

Jeramie Terzulli, consultant for Applicant

Mr. Terzulli testified that he was a consultant for Olsen Engineering on behalf of Arche Idaho, LLC and as to the ownership and configuration of the subject property and the adjacent parcel also owned by the applicant. He testified as to the use and development of the property under the CCS requested zoning designation allowing for more flexibility in the commercial uses of the property for a business park on internal parcel with more traditional retail adjacent to Seltice. The annexation would also assist in providing dedications to service providers and would eliminate a county island parcel. He testified that CCS is the appropriate zoning as it is supported by the comprehensive plan and the surrounding uses.

Public Testimony:

The hearing was opened for public testimony, but none was received.

Deliberations: After the public hearing was complete, the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

The applicant has requested initial zoning of Community Commercial Services (CCS) on approximately 14.7 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as Business/Industrial and it is inside the Maplewood Focus Area. CCS is an implementing zone under the Business/Industrial designation and it is consistent. The Maplewood Area seeks to promote infill development and annexation and promotes commercial and industrial uses along Seltice Way.

The Commission finds that the proposed Community Commercial Services (CCS) zone is consistent with the Future Land Use Map and aligns with the commercial uses identified in the West Prairie Focus Area.

C2. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.

Based on the testimony provided and the staff report, the Commission finds the requested zone change to be consistent with the following goals and policies contained in the comprehensive plan:

Goals:

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

This proposal helps build economic diversity by capitalizing on access to neighboring job centers and developing a strong business base within City limits. This proposal builds and sustains a diverse, balanced economic base, keeps existing quality-of-life assets, and helps keep Post Falls prosperous.

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

This goal is supported through the application by giving businesses an opportunity to locate there and to ensure that commercial opportunities continue to support the City's fiscal health by contributing to the use of efficient city services.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Impact Fees are paid at the time of permit issuance to aid in maintaining the community levels of service.

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

Adding more commercial uses can improve the City's long-term fiscal health by accommodating current and future residents.

- Maintain and enhance resident quality of life;

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

- Promote compatible, well-designed development;

The development will need to meet city design standards, this, in turn, promotes compatible, well-designed development.

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

City staff reviews transportation impacts and sewer and water capacity. Any predicted inadequacies identified are addressed, and/or develop a plan on how to be brought into compliance with the relevant agreements and city processes through the public hearing process and land use action proposals.

The Commission has determined that the land use patterns in the Seltice Way corridor are mainly business and industrial uses and support the recommendation for the requested CCS initial zone designation upon annexation. The transportation impacts support the designation as focusing such uses on high functioning and high classification roadways such as Seltice Way and infrastructure is available and able to serve.

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

After careful consideration, the Commission has determined that the current state of the site is under-utilized and falls within the exclusive tier of the Area City Impact and priority should be given to those annexations of islands. The Commission recommends that the site be incorporated into the City, which will serve as incentive for development of these lot in combination with the adjacent applicant owned parcel already within the City.

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

- Surrounded by incorporated areas;

The site is currently an island surrounded by incorporated city and US 95 right-of-way.

- That have readily available service infrastructure and capacity.

The Commission has determined that the City of Post Falls is willing and able to provide both Sanitary Sewer and Domestic Water Services.

- That support increased development intensity near the urban core.

While the site is not located near an urban core, it is within a growth area of commercial and industrial uses.

After deliberation, the Commission has determined that the proposed zoning recommendation of CCS encourages annexation of County "islands" giving priority to this property as surrounded by incorporated areas and which has readily available infrastructure and capacity for city services.

C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

The Commission has determined that the political subdivisions were notified, and the city received no written comments in opposition. There is no evidence of any demonstrable adverse impact on the delivery of services by any other political subdivisions. As such, the Commission finds that this criterion has been satisfied.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-23-4, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments, and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that the City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for the applicant's request for Community Commercial Services (CCS) zoning on approximately 14.7 acres upon successful annexation of the property.

Date

3/12/24

Chairman

Attest

Nancy Thewachter

[Signature]

NOTICE OF RIGHTS:

Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E

The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.

Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

Nancy Thurwachter

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Tuesday, February 27, 2024 2:17 PM
To: Nancy Thurwachter
Subject: FW: Notice To Jurisdiction Arche Annexation File No. ANNX-23-4
Attachments: Exhibit PH-7 NTJ CC_Arche.pdf

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nancy,

Based on the location, there is no impact to the YPL ROW or pipeline and we do not have any comments.

Sincerely

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, February 27, 2024 1:53 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field

Nancy Thurwachter

From: Jeryl Archer <jarcher@kootenaifire.com>
Sent: Tuesday, February 27, 2024 3:44 PM
To: Nancy Thurwachter
Cc: Seth Hohenstreet
Subject: RE: Notice To Jurisdiction Arche Annexation File No. ANNX-23-4

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Nancy,

Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, Zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process.

Respectfully,

"Service First"



Jeryl Archer
Division Chief of Prevention
Fire Marshal
5271 E Seltice Way
Post Falls ID 83854
phone: 208.777.8500
email: jarcher@kootenaifire.com
[Kootenai Fire Website](#)

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, February 27, 2024 12:53 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <dryan@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jarcher@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>;



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

February 28th, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Arche Annexation File No. ANNX-23-4

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Wednesday, March 6, 2024 1:38 PM
To: Nancy Thurwachter
Subject: RE: Notice To Jurisdiction Arche Annexation File No. ANNX-23-4

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The PFHD has no comment.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Tuesday, February 27, 2024 12:53 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter



POST FALLS

SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

September 8, 2023

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and capacity of each school for the 2023-2024 school year are listed below.

The district will review the current long-range facility plan this fall. A copy of the current plan is included with this letter.

School	2023-2024 Enrollment	Building Capacity
Greensferry Elementary	400	525
Mullan Trail Elementary	341	500
Ponderosa Elementry	440	570
Prairie View Elementary	328	525
Seltice Elementary	410	560
Treaty Rock Elementary	432	525
West Ridge Elementary	415	525
Post Falls Middle School	765	920
River City Middle School	597	750

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Exhibit PA-9

Post Falls High School	1645	1800
New Vision High School	144	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

Nancy Thurwachter

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Monday, March 11, 2024 9:43 AM
To: Nancy Thurwachter
Subject: RE: Notice To Jurisdiction Arche Annexation File No. ANNX-23-4

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, February 27, 2024 12:53 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandor <lynn.sandor@aecom.com>; mbrantl@postfallspolice.gov; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 3/19/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Engineering Services Contract Amendment for Corbin Lift Station

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Amendment with Welch Comer Engineers for a contract adjustment to the Construction Management Services for the construction of the Corbin lift station project.

DISCUSSION:

In April 2022, City Council approved an Engineering and Design Agreement with Welch Comer Engineers for replacement of the Corbin lift station. Through the design of the project, the schedule was extended as a result of overlapping delays. An example of such delays included additional time to review plans and project documents during the design phase. The project scope, material availability and contractor interest also informed the development of the bidding and construction schedule. The Engineering Services Agreement with Welch Comer included a task for Construction Management Services (CMS), with an estimate of 180 calendar days for the construction phase of the project. Through the preliminary Engineering and subsequent design phases, the number of calendar days for construction increased to 230 days to reflect the time needed to adequately sequence construction work and to provide time to acquire project materials and the new lift station equipment. The extension of construction phase services results in an increase of \$26,800 for this contract task. Additionally, the city's Agreement with Welch Comer assumed a project duration of 18 months. As the project duration is beyond the assumed timeframe, the city and Welch Comer negotiated a contract increase of \$16,400 to be applied towards the construction support services through the end of this project, anticipated by November 2024. The total of Amendment 2 results in a contract increase of \$43,200. This contract adjustment is considered within the normal range of the total project cost and represents a negotiated adjustment to the consultant's Agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 5, 2023 – Recommendation of Construction Contract Award April 5, 2022 – Engineering Services Agreement with Welch Comer Engineers

APPROVED OR DIRECTION GIVEN:

Items were approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this work will come from the City's Collections System Capital Improvements budget. Council approval is for the total amount \$43,200. The adjusted Agreement amount will become \$394,100.

BUDGET CODE:

652-463.3234.95520

ATTACHMENTS:

1. 20240223 Amendment 2 to Corbin LS

Authorization for Additional Services

The Effective Date of this Authorization is: _____.

Background Data:

Effective Date of Owner-Engineer Agreement: March 23, 2022

Owner: City of Post Falls, Idaho

Engineer: Welch Comer & Associates, Inc.

Project: Corbin Lift Station – Cost Adjustment

Description of Additional Services:

The purpose of this Amendment aims to refine the cost allocation for Construction Phase Services, On-Site Construction, Post Construction, and Equipment Pre-Purchase Services. The Work will include:

1. Adjustment to Construction Phase Services:

- Segregate on-site inspection and other construction phase services (on-site inspection will be reflected as hourly budget rather than included in construction phase services).

2. Adjustment to On-Site Construction Duration:

- Provide construction phase services for 230 calendar days, as outlined in the construction contract with Contractor, an increase of 50 calendar days from original contract scope:
 - Provide on-site inspection for up to seven (7) additional weeks of construction, approximately 20 hours per week.
 - Provide construction phase services, including additional pay requests, weekly construction meetings, and (if necessary) change order support for seven (7) additional weeks of construction.

3. Adjustment to Rates:

- As provided in the original contract dated March 23, 2022, the contract period has extended beyond 18 months. Equitable adjustment based on update of hourly rates from original contract to current rates.

4. Eliminate Remaining Equipment Pre-Purchase Phase Services:

- The City elected not to conduct pre-procurement for the long-lead materials (such as generator and electrical control panel), thus the remaining budget can be eliminated.

Description of Modification of Payment to Engineer:

Owner shall pay Engineer for services described as follows:

Category of Services	Compensation Method	Total Compensation for Services
Construction Phase Services	Lump Sum	<\$29,000>
RPR Phase Services	Hourly, NTE	\$74,900
Post Construction Phase Services (budget increase)	Lump Sum	\$2,800
Equipment Pre-Purchase Phase Services	Hourly, NTE	<\$5,500>
Total Amendment:		\$43,200

- See total contract breakdown attached as Attachment 1.
- A. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- B. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
- C. Engineer's Standard Hourly Rates are attached as Appendix 1.
- D. Engineer's Reimbursable Rate Schedule is attached as Appendix 2.
- E. Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Agreement Summary:

Original agreement amount:	\$ 346,100.00
Net change for prior amendments:	\$ 4,800.00 Amendment No. 1
This amount:	<u>\$ 43,200.00</u>
Adjusted Agreement amount:	\$ 394,100.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Authorization. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Post Falls

ENGINEER: Welch Comer & Associates, Inc.

By: _____

By: Necia Maiani

Print name: _____

Print name: Necia Maiani, P.E.

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: 02/29/24

PM Approval: [Signature]

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$275.00/hour
Special Services – Accounting	\$175.00/hour
Expert Witness	300.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	295.00/hour
Principal Engineer II	285.00/hour
Principal Engineer I	280.00/hour
Sr. Project Manager	220.00/hour
Project Manager	200.00/hour
Engineer VII	260.00/hour
Engineer VI	195.00/hour
Engineer V	185.00/hour
Engineer IV	175.00/hour
Engineer III	155.00/hour
Engineer II	145.00/hour
Engineer I	135.00/hour
Engineering Assistant	80.00/hour
Sr. Engineer Tech III	140.00/hour
Sr. Engineer Tech II	135.00/hour
Sr. Engineer Tech I	120.00/hour
Engineering Technician	110.00/hour
Environmental Scientist	125.00/hour
Survey Manager	240.00/hour
Professional Land Surveyor II	190.00/hour
Professional Land Surveyor I	185.00/hour
Crew Chief II	130.00/hour
Crew Chief I	125.00/hour
Crew Member	110.00/hour
Survey Technician II	125.00/hour
Survey Technician I	120.00/hour
GIS Manager	155.00/hour
GIS Technician II	120.00/hour
GIS Technician I	105.00/hour
Engineering Designer I	145.00/hour
Cad Technician IV	135.00/hour
Cad Technician III	115.00/hour
Cad Technician II	110.00/hour
Cad Technician I	105.00/hour
Sr. Project Administrator	120.00/hour
Project Administrator	100.00/hour
Sr. Administrative Assistant	80.00/hour
Administrative Assistant	70.00/hour
No Charge Services	0.00/hour

Reimbursable Expenses Schedule

Reimbursable Expenses will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.03/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.98/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	\$0.67/Mile
Ortho Rectified Aerial Image	\$1,000/each
GPS Per Hour Billing	\$30.00/hour
GPS Per Hour Billing – Base and Rover	\$60.00/hour
Robotics Hourly Billing- 2 Man	\$35.00/hour
Robotics Hourly Billing – 1 Man	\$60.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	\$200.00/each
Virtual Surveyor Software	\$20.00/hour

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 3/19/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: 12th Ave Force Main Phase 1 – Amendment to Keller Associates Agreement

ITEM AND RECOMMENDED ACTION:

City Council approves the Amendment to Owner-Consultant Agreement with Keller Associates, Inc. and for the Mayor to sign the Amendment.

DISCUSSION:

As identified in the 2018 Collections Master Plan, Keller Associates completed design of the 12th Ave Collections Project in early 2020 and separated this project into two different phases, starting with the construction of the 12th Avenue lift station, completed in 2021. The second phase was intended as a future project to construct pressure sewer from the 12th Ave lift station to the Water Reclamation Facility (WRF) approximately 4 miles in length.

In the 2018 Collections Master Plan, an interim discharge point for the 12th Ave force main was identified as an option to provide temporary relief to the 12th Ave force main and downstream sewer basins. In February 2023, the City's Public Works Director authorized an initial scope for a Sewer Diversion Study with Keller Associates to determine the viability of constructing a portion of the force main to the vicinity of Sugar Maple Trail. The report indicated this is a viable option and identified the need for improvements downstream of the Sugar Maple location, all of which are identified in the 2018 Collections Master Plan.

This agreement with Keller is an amendment to retain Keller Associates as the Design Engineer of Record by adding design support services for J-U-B engineers and the contractor. J-U-B engineers will provide the Construction Management Services. Funding for this project is anticipated through collected surcharge fees specific to users in this area and capacity fees collected systemwide. The City will continue to collect surcharge fees to fund the remaining force main to the WRF.

The construction bid opening was held on February 22nd and, with council approval, will be constructed during the 2024 construction season.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 6, 2023, 12th Ave Force Main Phase 1 – Authorization for Design and Bidding Services with Keller Associates

APPROVED OR DIRECTION GIVEN:

Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

City Council approval authorizes the Mayor to sign the Amendment to Owner-Consultant Agreement with Keller Associates in the amount of \$27,640. In the event additional tasks or services are required,

the Public Works Director or his designee is authorized to direct the consultant to perform those tasks. Staff requests a contingency of \$5,000. Council approval is for the requested amount of \$32,640. Funding for this Agreement will come from the 12th Ave Force Main Budget.

BUDGET CODE:

652-463.3228.95520

ATTACHMENTS:

1. Sugar Maple FM Amendment 1 - FINAL

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 1

Background Data:

Effective Date of Owner-Consultant Agreement:	<u>June 6, 2023</u>
Effective Date of this Amendment:	<u>February 15, 2024</u>
Owner:	City of Post Falls
Consultant:	Keller Associates, Inc.
Project:	Phase 1 – 12 th Ave. SH-41 to Sugar Maple Force Main Project KA # 223071

Nature of Amendment:

Update the scope of work to reflect increase in project management duration and costs due to extended project duration.

Update the scope of work to include construction administration and observation supplemental support services.

Background: The Owner has elected to utilize a Construction Management Consultant to perform all project administration and observation services. In result minimal supplemental support services will be provided by consultant and are estimated to consist of the below. The role of the consultant will be to provide supplemental support to the Construction Management Consultant. An estimated budget on a time and material basis is recommended due to the uncertainty of involvement and effort for this project.

Description of Modifications:

Under Task 1: Project Management, modify under Assumptions the first bullet point duration of project management:

“4 months” to “14 months”

Add the following:

“Task 6: Construction Administration and Observation:

Consultant Responsibilities:

This task includes supplemental construction support services to support the Owner and the Owner’s construction management consultant during the construction of the project. Consultant’s level of effort during construction is often affected by the selected Contractor and owner’s construction management consultant. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant’s professional judgement. As activities progress, it may become apparent some modifications to this scope are necessary due to changes in the Contractor’s schedule and work and support services to the Owners consultant. Consultant will advise the Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following services acting as a minor support role during construction:

- 6.1. Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and Contractor. Addenda will be included as an attachment to the specifications.

- 6.2. Pre-Construction Meeting. Consultant will attend a pre-construction conference chaired by the Owners Construction Management Consultant and attended and conducted by the Owner, the Contractor, major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job.
- 6.3. Construction Meetings. The Owner and or Construction Management Consultant may request consultant to attend a meeting from time to time throughout the duration of the project. Initial budget assumes the Consultant will attend up to three meetings throughout the course of the construction.
- 6.4. Construction Administration. Provide periodic supplemental support to Owner's Construction Management Consultant on various construction administration items such as submittals, field orders, change orders, RFIs, test reports and startup support. The intent of the consultant is to respond to questions and support provisions that may change the design. Consultant's scope of work has included up to 40 hours of Construction Administration support.
- 6.5. Construction Observation Services. Consultant will periodically observe onsite construction activities on a weekly or bi-weekly basis. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Construction observation services are intended to be an independent spot check that is not intended to supplement the owner's construction management consultant's responsibilities. In completing these services, it is recognized that the Contractor is solely responsible for furnishing and performing the work in accordance with the contract documents. The level of involvement during construction can be adjusted as requested by the Owner and will be managed by consultant to remain within the budgeted amount. A total of 40 hours is budgeted.

Owner Responsibilities:

- Manage construction management consultant and ensure project is being managed in accordance with the contract documents.
- Attend construction meetings.
- Provide day-to-day construction observation.
- Alert Consultant of any concerns observed.

Assumptions:

- Work will be performed by one (1) general contractors.
- Budget assumes four (4) months of active construction.
- Budget is an estimate, and additional services and budget may be required based on contractor ability to perform the work, owners' construction management consultant and change in field conditions.
- The budget assumes an average of 10 hours per month of observation including travel to and from the site is being assumed for budgeting purposes. Consultant will be entitled to additional compensation if the schedule is lengthened.
- Developing agendas and meeting notes are not included in Consultant's scope of work.

Task 7: Record Drawings

Consultant Responsibilities:

- 7.1. Record Drawings. Incorporate consolidated electronic redlines from Owner's consultant and Contractor into record drawings in accordance with the City of Post Falls Digital Submittal standards.

Owner Responsibilities:

- Provide all field data and points necessary to incorporate in a GIS file.

Assumptions:

- Consultant is limited to providing record drawing shape files for the sewer improvements only.

Compensation Summary:

Task	Billing Basis	Original Agreement	Prior Amendments	This Amendment	Total
Task 1: Project Management	LS	\$4,855	N/A	\$6,550	\$11,405
Task 2: Force Main Contract Document	LS	\$24,040	N/A	\$0	\$24,040
Task 3: Services During Bidding	LS	\$13,070	N/A	\$0	\$13,070
Task 4: Miscellaneous Support Services	LS	\$17,900	N/A	\$0	\$17,900
Task 5: Preliminary Engineering Update	LS	\$12,270	N/A	\$0	\$12,270
Task 6: Construction Administration and Observation	T&M	N/A	N/A	\$16,795	\$16,795
Task 7: Record Drawings	LS	N/A	N/A	\$4,295	\$4,295
Total		\$72,135	N/A	\$27,640	\$99,775

LS = Lump Sum T&M= Time and Materials

Schedule:

Schedule to reflect duration of construction contract of approximately four months of active construction.

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: CITY OF POST FALLS

Signature: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: Michael Schulz

Name: Michael Schulz

Title: Principal

Address: 100 East Bower Street, Suite 110
Meridian, ID 83642

Telephone: (208) 288-1992

Date: February 22, 2024

KELLER ASSOCIATES, Inc.
2024 TITLE CODE BILLING RATES
January 1, 2024

Project Engineer - I	\$105	-	\$130
Project Engineer - II	\$130	-	\$170
Project Engineer - III	\$175	-	\$230
Project Manager - I / II	\$145	-	\$180
Project Manager - III	\$180	-	\$240
Structural - I	\$105	-	\$130
Structural - II	\$130	-	\$170
Structural - III	\$175	-	\$230
Chief Engineer/Structural Engineer	\$290		
CAD - I	\$85	-	\$105
CAD - II	\$110	-	\$130
CAD - III	\$135	-	\$160
CAD Manager	\$190		
Electrical/Controls - I	\$110	-	\$130
Electrical/Controls - II	\$130	-	\$170
Electrical/Controls - III	\$175	-	\$230
Principal	\$245	-	\$300
Survey - I	\$100	-	\$125
Survey - II	\$125	-	\$150
Survey - III	\$155	-	\$185
Field Representative	\$110	-	\$145
Engineering Student	\$75		
Administration - I	\$80	-	\$90
Administration - II	\$90	-	\$125

Other Billing Terms

- Mileage: Billed at Federal Rate (currently \$0.655 per mile)
- Per Diem: \$60.00 per day
- Reimbursable Expenses at Cost x 1.05
- Subconsultant Expenses at Cost x 1.10
- After Hrs. & Weekend Field Work at Cost x 1.25
- Seepage Testing Equipment: \$800/month (1 month minimum charge)
- Flow Meter Equipment: \$1,500/month/meter (1 month minimum charge)
- 3D Survey Scanner Equipment: \$625/day
- Remote Bathymetric Survey Equipment: \$750/day
- Drone: \$100/day
- UTV: \$150/day
- Specialty Software - Project specific
- The Title Code Billing Rates are effective January 1, 2024 and will be adjusted semi-annually in January and July of subsequent years

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 3/19/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: 12th Ave Force Main Phase 1 – Authorization for Construction Phase Services with J-U-B Engineers

ITEM AND RECOMMENDED ACTION:

City Council approves the Authorization for Construction Phase Services with J-U-B Engineers and for the Mayor to sign the Authorization for Services.

DISCUSSION:

Identified in the 2018 Collections Master Plan, a force main pipeline is needed to convey wastewater flows from 12th Ave Lift Station to the Water Reclamation Facility (WRF). A sewer diversion study, performed by Keller Associates, confirmed an option to construct the first mile of force main with an interim discharge in the vicinity of Sugar Maple Trail and 12th Avenue. Construction Management Services are required for the observation and oversight for the construction of this work.

City Staff received a Statement of Qualifications (SOQ) from Keller Associates and J-U-B Engineers as two of the firms listed in the Construction Management category of the City's Consultant Roster. In reviewing scoring criteria, goals and specifics of this project, Staff selected J-U-B Engineers to provide Construction Management Services (CMS). J-U-B coordinated with Keller and the City to establish the goals, risks, and roles of the project to inform the necessary level of CMS. In recognizing the impact this project will have on the motoring public and residents along this corridor, the city is in the process of developing a public involvement plan (PIP), to ensure minimization of public disturbance.

This agreement establishes construction management services with J-U-B engineers and includes day to day CMS for the project. Keller Associates will remain as the Engineer of Record and will have a defined involvement through the course of construction. Funding for this project is anticipated through collected surcharge fees specific to users in this area and capacity fees collected systemwide. The City will continue to collect surcharge fees to fund the remaining force main to the WRF.

The construction bid opening was held on February 22nd and, with council approval, will be constructed during the 2024 construction season.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 6, 2023, 12th Ave Force Main Phase 1 – Authorization for Design and Bidding Services with Keller Associates

APPROVED OR DIRECTION GIVEN:

Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

City Council approval authorizes the Mayor to sign the Authorization for the Construction Phase

Services Agreement with J-U-B Engineers in the amount of \$220,300. This price includes a \$20,000 management reserve line item. In the event additional tasks or services are required, the Public Works Director or his designee is authorized to direct the consultant to perform those tasks, up to \$20,000. Funding for this Agreement will come from the 12th Ave Force Main Budget.

BUDGET CODE:

652-463.3228.95520

ATTACHMENTS:

1. FINAL - 12thAvenueCollectionsAgreement_signed

CITY OF POST FALLS:

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

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

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

CONSULTANT:

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

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

WITNESSETH:

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

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

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

ARTICLE 1. SUBJECT AND PURPOSE

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

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

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

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

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

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

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

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

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

ARTICLE 3. COMPENSATION

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

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

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

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

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

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

ARTICLE 4. INSURANCE

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

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

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

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

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

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

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

ARTICLE 5. CONTRACT TERMINATION

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

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

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

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

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

ARTICLE 6. INDEMNIFICATION

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

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

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

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

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

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

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

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

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

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

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

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

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

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS

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

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

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: February ____, 2024

CONSULTANT

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

Date: February 21, 2024

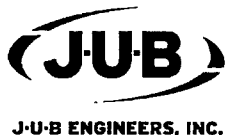
State of Idaho)
 : ss
County of Kootenai)

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

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



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



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

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

PROJECT NAME: 12th Avenue Forcemain CMS Phase 2

CLIENT: City of Post Falls

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

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

ATTACHMENT TO:

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

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

PART 1 - PROJECT UNDERSTANDING

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

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

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

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

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

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

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

A. Task 010: Project Management and Closeout

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

B. Task 020: Construction Public Involvement

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

C. Task 030: Construction Management Services

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

D. Task 500: Management Reserve Fund

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

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

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

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

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

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

Exhibit(s):

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

For internal J-U-B use only:

PROJECT LOCATION (STATE): Post Falls, Idaho

TYPE OF WORK: City

R&D: Yes or No

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

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

City of Post Falls - 12th Avenue Improvements Project

J-U-B Agreement – Attachment A-1

PROCESS FOR HANDLING DESIGN RELATED ISSUES DURING CONSTRUCTION

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

Background

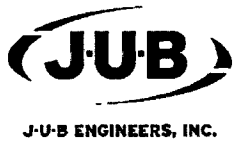
Keller Associates (“Keller”) has completed the 100% sealed design of the Project under a contract with the City, and the project has been let for bidding and construction. The City has retained J-U-B to provide construction administration and field observations during construction of the Project. The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

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

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

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

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



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

Exhibit A-2 – Construction Phase Services

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

Construction Phase

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

- | | |
|--|--|
| ☒ Yes
☐ No | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| ☒ Yes
☐ No | 2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference. |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- ☒ Yes a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- ☐ No
- ☒ Yes b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- ☐ No
- ☒ Yes 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- ☐ No
- ☒ Yes 5. *Clarifications and Interpretations, Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- ☐ No
- ☒ Yes 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- ☐ No
- ☒ Yes 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- ☐ No
- ☒ Yes 8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- ☐ No
- ☒ Yes 9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- ☐ No

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

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

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

Post-Construction Phase

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

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

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

CONSTRUCTION PHASE ADDITIONAL SERVICES

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

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

RESIDENT PROJECT REPRESENTATIVE

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

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

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

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

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

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

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

The RPR shall not:

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

CLIENT'S RESPONSIBILITIES

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

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

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

Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

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

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

CONFIDENTIAL

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

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 3/19/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: 12th Ave Force Main Phase 1 – Recommendation of Award

ITEM AND RECOMMENDED ACTION:

City Council approves the recommendation of award for the 12th Ave Force Main Phase 1 to Sonray Enterprises and authorizes the Mayor to sign the Notice of Award and related contract documents, once they are prepared.

DISCUSSION:

Plans and specifications were finalized in late winter of 2023/2024 and distributed to Plan Centers and Contractors on January 31st, 2024. The City opened bids for the 12th Ave Force Main Phase 1 project February 22nd, 2024. The Engineer's Estimate for construction was \$3,057,882. The City received nine bids at the bid opening. Sonray Enterprises submitted the apparent low bid of \$1,247,420. Following review, Keller Associates and City Staff recommends the award to Sonray Enterprises.

This project will construct dual sewer force mains from SH-41 to the vicinity of Sugar Maple Trail. Constructing this portion of the force main will provide interim relief to the sewer collection basins, downstream of the 12th Ave lift station. Funding for this project will come from collected surcharge fees specific to users in this area and capacity fees collected systemwide. The City will continue to collect surcharge fees to fund the remaining phases of the force main to the Water Reclamation Facility.

Completion of Phase 1 of the 12th Ave Force Main project is anticipated by the end of construction season 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 6, 2023, 12th Ave Force Main Phase 1 – Authorization for Design and Bidding Services

APPROVED OR DIRECTION GIVEN:

Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

City Council approval authorizes the Mayor to sign the Recommendation of Award to Sonray Enterprises in the amount of \$1,247,420. In the event additional tasks or services are required, the Public Works Director or his designee is authorized to direct the consultant to perform those tasks, up to a 10% contingency in the amount of \$124,742. Council approval is for the requested amount of \$1,372,162. Change orders equal to or less than \$50,000 utilizing the contingency funds will require approval and signature by the Public Works Director or his designee. Change orders of greater than \$50,000 will be brought to Council for approval. In cases of emergency, the Public Works Director may authorize change orders of greater than \$50,000, within the approved contingency, and will provide a report as to the nature of the emergency at the next scheduled City Council meeting. Funding for this

Agreement will come from the 12th Ave Force Main Budget.

BUDGET CODE:

652-463.3228.95520

ATTACHMENTS:

1. PF 12th Ave Bid Review, 2024-02-27
2. 2024.03.12 Legal Bid Review Memo
3. Notice of Award



601 Sherman Ave, Suite 1
Coeur d'Alene, ID 83814

(208) 758-8601

February 27, 2024

Jaxon Fleshman, Project Manager
City of Post Falls
408 N Spokane St
Post Falls, ID 83854

Re: Post Falls Phase 2A – 12th Avenue Collection Project Engineer's Bid Review

Dear City of Post Falls,

On Thursday, February 22, 2024, the City of Post Falls received nine construction bids for the Phase 2A - 12th Avenue Collection Project (see the attached Bid Tabulation). We have since completed our bid review. This letter presents our recommendation for the project's award.

In review of the bids, Sonray Enterprises, LLC is the apparent and responsive low bidder based on Base Bid plus Total Contingency Bid of \$1,247,420.00. We recommend awarding the Base Bid plus Total Contingency to Sonray Enterprises with one exception for not including a list of proposed suppliers in their bid submittal. The bid costs were significantly below engineers' estimate. We recommend the City budget an additional 15% of construction contingency for a total project construction budget of \$1,434,500.

If the City of Post Falls concurs with this recommendation, the next step is to issue a Notice of Intent to Award to Sonray Enterprises along with the Owner/Contractor agreement. Please let us know if the City of Post Falls concurs with this recommendation and we will proceed with providing the contract documents for Owner and Contractor signatures.

Sincerely,

KELLER ASSOCIATES, INC.

A handwritten signature in blue ink, reading "Kyle Meschko". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kyle Meschko, PE
Project Manager

Enclosures: Bid Tabulation



223071 - POST FALLS 12TH AVENUE COLLECTION PROJECT PHASE 2A - 02/27/2024									
BIDDER	Sonray Enterprises	MDM Construction	LaRiviere	Northfork Enterprises	Big Sky	Northwest Grading	Simco	S&L Underground	J7 Contracting
Non-Collusion Affidavit	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid Appears Properly Signed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bid Bond (5% maximum bid price)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
List of Subcontractors and Suppliers (Idaho Contractor License)	Yes	Yes	N/A	Yes	Yes	N/A	N/A	Yes	Yes
Complies with Idaho Code regarding employment of Idaho residents	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Authority to do Business in Idaho	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Anti-Discrimination Affidavit	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Confirmed Receipt of Addenda #1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Responsive Bid (all information requested was provided)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

BASE BID																					
PAY ITEM #	GENERAL LINE ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201.4.1.B.1	Clearing and Grubbing	1	LS	\$ 10,000	\$ 10,000	\$ 8,277	\$ 8,277	\$ 4,111	\$ 4,111	\$ 12,000	\$ 12,000	\$ 2,607	\$ 2,607	\$ 7,125	\$ 7,125	\$ 5,000	\$ 5,000	\$ 100,000	\$ 100,000	\$ 50,000	\$ 50,000
201.4.4.C.1	Removal of Obstructions	1	LS	\$ 10,000	\$ 10,000	\$ 60,000	\$ 60,000	\$ 41,418	\$ 41,418	\$ 10,000	\$ 10,000	\$ 2,500	\$ 2,500	\$ 29,209	\$ 29,209	\$ 35,000	\$ 35,000	\$ 75,000	\$ 75,000	\$ 150,000	\$ 150,000
307.4.1.A.1	Miscellaneous Surface Restoration	200	SY	\$ 10	\$ 2,000	\$ 35	\$ 7,000	\$ 14	\$ 2,800	\$ 20	\$ 4,000	\$ 39	\$ 7,800	\$ 68.30	\$ 13,660	\$ 30	\$ 6,000	\$ 81	\$ 16,200	\$ 65	\$ 13,000
307.4.1.G.1	Type P Surface Restoration (Asphalt Roadway)	5910	SY	\$ 28	\$ 165,480	\$ 35	\$ 206,850	\$ 37	\$ 218,670	\$ 36	\$ 212,760	\$ 48	\$ 283,680	\$ 30	\$ 177,300	\$ 35	\$ 206,850	\$ 38	\$ 224,580	\$ 40	\$ 236,400
401.4.1.B.1	8" Pressure Sewer Fittings (Bends, Elbows, Tees, Crosses, Reducers, Caps, etc.)	2	EA	\$ 2,000	\$ 4,000	\$ 1,900	\$ 3,800	\$ 1,697	\$ 3,394	\$ 2,100	\$ 4,200	\$ 4,999	\$ 9,998	\$ 2,854	\$ 5,708	\$ 4,000	\$ 8,000	\$ 1,750	\$ 3,500	\$ 2,500	\$ 5,000
401.4.1.B.1	12" Pressure Sewer Fittings (Bends, Elbows, Tees, Crosses, Reducers, Caps, etc.)	7	EA	\$ 4,000	\$ 28,000	\$ 2,200	\$ 15,400	\$ 1,754	\$ 12,278	\$ 3,100	\$ 21,700	\$ 4,757	\$ 33,299	\$ 3,626	\$ 25,382	\$ 4,600	\$ 32,200	\$ 2,400	\$ 16,800	\$ 2,897	\$ 20,279
401.4.1.B.1	16" Pressure Sewer Fittings (Bends, Elbows, Tees, Crosses, Reducers, Caps, etc.)	6	EA	\$ 6,500	\$ 39,000	\$ 4,200	\$ 25,200	\$ 3,178	\$ 19,068	\$ 3,500	\$ 21,000	\$ 7,497	\$ 44,982	\$ 5,834	\$ 35,004	\$ 6,500	\$ 39,000	\$ 4,000	\$ 24,000	\$ 4,800	\$ 28,800
502.4.1.F.1	Connection to Existing Manhole	1	EA	\$ 3,000	\$ 3,000	\$ 5,000	\$ 5,000	\$ 2,272	\$ 2,272	\$ 8,000	\$ 8,000	\$ 12,253	\$ 12,253	\$ 3,999	\$ 3,999	\$ 16,900	\$ 16,900	\$ 12,000	\$ 12,000	\$ 4,500	\$ 4,500
505.4.1.B.1	Pressure Sewer Pipe-8", C900 DR 18	50	LF	\$ 38	\$ 1,900	\$ 95	\$ 4,750	\$ 87	\$ 4,350	\$ 93	\$ 4,650	\$ 97	\$ 4,850	\$ 79.70	\$ 3,985	\$ 300	\$ 15,000	\$ 120	\$ 6,000	\$ 75	\$ 3,750
505.4.1.B.1	Pressure Sewer Pipe-12", C900 DR 18	3640	LF	\$ 60	\$ 218,400	\$ 60	\$ 218,400	\$ 83	\$ 302,120	\$ 80	\$ 291,200	\$ 87	\$ 316,680	\$ 85.80	\$ 312,312	\$ 102	\$ 371,280	\$ 148	\$ 538,720	\$ 175	\$ 637,000
505.4.1.B.1	Pressure Sewer Pipe-16", C900 DR 18	3640	LF	\$ 80	\$ 291,200	\$ 115	\$ 418,600	\$ 110	\$ 400,400	\$ 99.10	\$ 360,724	\$ 115	\$ 418,600	\$ 108	\$ 393,120	\$ 126	\$ 458,640	\$ 174	\$ 633,360	\$ 195	\$ 709,800
505.4.1.C.1	Pressure Sewer Cleanout, 12"	2	EA	\$ 70	\$ 140	\$ 18,445	\$ 36,890	\$ 16,669	\$ 33,338	\$ 28,514	\$ 57,028	\$ 22,549	\$ 45,098	\$ 23,212	\$ 46,424	\$ 23,000	\$ 46,000	\$ 22,000	\$ 44,000	\$ 23,000	\$ 46,000
505.4.1.C.1	Pressure Sewer Cleanout, 16"	2	EA	\$ 25,000	\$ 50,000	\$ 24,000	\$ 48,000	\$ 21,100	\$ 42,200	\$ 35,908	\$ 71,816	\$ 31,035	\$ 62,070	\$ 27,948	\$ 55,896	\$ 27,500	\$ 55,000	\$ 35,000	\$ 70,000	\$ 27,293	\$ 54,586
507.4.1.K.1	Sewage Flow Control	1	LS	\$ 9,000	\$ 9,000	\$ 500	\$ 500	\$ 5,972	\$ 5,972	\$ 13,200	\$ 13,200	\$ 11,880	\$ 11,880	\$ 13,428	\$ 13,428	\$ 4,500	\$ 4,500	\$ 20,000	\$ 20,000	\$ 25,000	\$ 25,000
1103.4.1.A.1	Construction Traffic Control	1	LS	\$ 6,000	\$ 6,000	\$ 40,000	\$ 40,000	\$ 45,384	\$ 45,384	\$ 50,000	\$ 50,000	\$ 55,789	\$ 55,789	\$ 45,318	\$ 45,318	\$ 75,000	\$ 75,000	\$ 150,000	\$ 150,000	\$ 50,000	\$ 50,000
1001.4.1.A.1	Sediment Control	1	LS	\$ 6,800	\$ 6,800	\$ 25,000	\$ 25,000	\$ 11,489	\$ 11,489	\$ 5,500	\$ 5,500	\$ 2,375	\$ 2,375	\$ 7,334	\$ 7,334	\$ 10,000	\$ 10,000	\$ 65,000	\$ 65,000	\$ 12,000	\$ 12,000
2010.4.1.A.1	Mobilization	1	LS	\$ 150,000	\$ 150,000	\$ 146,500	\$ 146,500	\$ 101,701	\$ 101,701	\$ 120,000	\$ 120,000	\$ 90,000	\$ 90,000	\$ 59,061	\$ 59,061	\$ 110,000	\$ 110,000	\$ 240,000	\$ 240,000	\$ 150,000	\$ 150,000
SP-100	Plug Valve, 8"	1	EA	\$ 4,000	\$ 4,000	\$ 3,066	\$ 3,066	\$ 3,264	\$ 3,264	\$ 8,600	\$ 8,600	\$ 4,477	\$ 4,477	\$ 4,620	\$ 4,620	\$ 4,500	\$ 4,500	\$ 3,200	\$ 3,200	\$ 3,000	\$ 3,000
SP-100	Plug Valve, 12"	10	EA	\$ 5,000	\$ 50,000	\$ 4,499	\$ 44,990	\$ 5,081	\$ 50,810	\$ 9,400	\$ 94,000	\$ 6,241	\$ 62,410	\$ 6,170	\$ 61,700	\$ 6,300	\$ 63,000	\$ 4,600	\$ 46,000	\$ 5,000	\$ 50,000
SP-100	Plug Valve, 16"	7	EA	\$ 8,000	\$ 56,000	\$ 7,157	\$ 50,099	\$ 8,879	\$ 62,153	\$ 18,251	\$ 127,757	\$ 9,565	\$ 66,955	\$ 11,057	\$ 77,399	\$ 10,300	\$ 72,100	\$ 7,800	\$ 54,600	\$ 8,900	\$ 62,300
SP-200	Combination Air Release/Vacuum Valve, 2"	2	EA	\$ 30,000	\$ 60,000	\$ 28,000	\$ 56,000	\$ 27,843	\$ 55,686	\$ 45,265	\$ 90,530	\$ 38,949	\$ 77,898	\$ 29,608	\$ 59,216	\$ 35,000	\$ 70,000	\$ 34,000	\$ 68,000	\$ 28,000	\$ 56,000
SP-300	Submittals	1	LS	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
SP-400	Potholing	1	LS	\$ 5,000	\$ 5,000	\$ 7,500	\$ 7,500	\$ 7,889	\$ 7,889	\$ 9,500	\$ 9,500	\$ 13,882	\$ 13,882	\$ 70,283	\$ 70,283	\$ 22,000	\$ 22,000	\$ 75,000	\$ 75,000	\$ 80,000	\$ 80,000
SP-750	Monuments	3	EA	\$ 500	\$ 1,500	\$ 300	\$ 900	\$ 1,433	\$ 4,299	\$ 2,000	\$ 6,000	\$ 2,584	\$ 7,752	\$ 1,888	\$ 5,664	\$ 3,000	\$ 9,000	\$ 2,000	\$ 6,000	\$ 2,000	\$ 6,000
Total Base Bid Constuction Costs				\$	1,201,420.00	\$	1,462,722.00	\$	1,465,066.00	\$	1,634,165.00	\$	1,667,835.00	\$	1,543,147.00	\$	1,764,970.00	\$	2,521,960.00	\$	2,483,415.00

CONTINGENCY ITEMS																					
PAY ITEM #	GENERAL LINE ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SP-800	Unmarked Utility Crossings	40	EA	\$ 500	\$ 20,000	\$ 200	\$ 8,000	\$ 370	\$ 14,800	\$ 1,000	\$ 40,000	\$ 462	\$ 18,480	\$ 3,954	\$ 158,160	\$ 0.00	\$ 0	\$ 600	\$ 24,000	\$ 500	\$ 20,000
SP-900	Potable and NPWL Separation Casing	160	LF	\$ 150	\$ 24,000	\$ 105	\$ 16,800	\$ 238	\$ 38,080	\$ 266	\$ 42,560	\$ 265	\$ 42,400	\$ 245	\$ 39,120	\$ 250	\$ 40,000	\$ 130	\$ 20,800	\$ 280	\$ 44,800
SP-1000	Over Depth Pipe Installation	100	LF	\$ 20	\$ 2,000	\$ 17	\$ 1,700	\$ 187	\$ 18,700	\$ 20	\$ 2,000	\$ 54	\$ 5,400	\$ 114	\$ 11,350	\$ 200	\$ 20,000	\$ 65	\$ 6,500	\$ 300	\$ 30,000
Total Contingency Bid				\$	46,000.00	\$	26,500.00	\$	71,580.00	\$	84,560.00	\$	66,280.00	\$	208,630.00	\$	60,000.00	\$	51,300.00	\$	94,800.00

Total Base Bid + Contingency				\$	1,247,420.00	\$	1,489,222.00	\$	1,536,646.00	\$	1,718,725.00	\$	1,734,115.00	\$	1,751,777.00	\$	1,824,970.00	\$	2,573,260.00	\$	2,578,215.00
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Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Jaxon Fleshman
From: Field Herrington, City Attorney
Date: March 12, 2024
Re: February 22, 2024, Bid Opening – 12th Avenue Collection Project Phase 2A

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about February 22, 2024, I received copies of nine (9) bids that were received and opened by the City Clerk, Shannon Howard, at or about 3:00 p.m. on February 22, 2024.

The following bids from the following contractors were received:

J7 Contracting	\$ 2,578,215.00
S+L Underground	\$ 2,573,260.00
Simco	\$ 1,824,970.00
Northwest Grading	\$ 1,751,777.00
Big Sky	\$ 1,734,115.00
Northfork Enterprises	\$ 1,718,725.00
LaRiviere	\$ 1,536,646.00
MDM	\$ 1,489,222.00
Sonray	\$ 1,247,420.00

I have reviewed the submittal from the apparent low bidder, Sonray Enterprises, LLC ("Sonray"). Based on the bid total sheet, Sonray appears to be the lowest responsive bidder. I also did a cursory review of the other bids, but they have not been thoroughly reviewed, and no analysis is presented here. However, if such a review is required, I will gladly accommodate.

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

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that Sonray's submittal was timely.
2. The submittal was provided on the required form and with the required attachments:
 - a. Completed proposal;
 - b. 5% Bid Bond;

- c. Bidder information;
 - d. List of required subcontractors with the requisite license information. I would note that no plumbing, HVAC, or electrical subcontractors were provided as there is no work of that type contemplated. The bidder did list Traffic Corp on the submittal;
 - e. Executed Non-Collusion Affidavit;
 - f. Executed Anti-Discrimination Affidavit; and
 - g. The attestations and documents were executed by Jacob Wray, who is listed as a governor of the limited liability company.
3. I researched Sonray's Public Works License to confirm its validity, level of license and approved types of work. Sonray is a licensed Public Works Contractor with a "Class A" license No. 038523. Pursuant to Idaho Code § 54-1904, a Class "A" license is issued for any contractor whose qualifications, ability, and responsibility to execute contracts for public works involving an estimated cost of not more than one million two hundred fifty thousand dollars (\$1,250,000). The holder of a Class "A" license shall be entitled to engage in the public works contracting business in the state as provided in said license.

I would note that Article 8.01 of the bid documents required the submittal of required bid security, a list of proposed suppliers, and the bidders Idaho Public Works Contractor's License Number. The list of proposed suppliers was not included, this is different from the naming of Subcontractors, and in this case is a nonmaterial irregularity or informality that the city reserves its right to waive. The list of suppliers was subsequently provided. I recommend the city exercise its right to waive the irregularity and proceed with the making the selection of the lowest responsive bidder.

Based upon my review Sonray is compliant with Idaho Law, the city of Post Falls Procurement standards, and is the lowest responsive bidder at \$1,247,420, which is \$241,802 lower than the next bidder, MDM.

I did not review the details of the plans or specifications and did note there is one addendum. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to opine on the technical aspects.

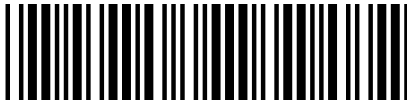
Should you have any questions, please feel free to contact me.

Very Truly Yours,



Field K. Herrington
City Attorney

Enclosures



0005347281

**STATE OF IDAHO***Office of the secretary of state, Phil McGrane***ANNUAL REPORT**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0005347281

Date Filed: 8/3/2023 1:54:02 PM

Entity Name and Mailing Address:

Entity Name: SONRAY ENTERPRISES LLC
The file number of this entity on the records of the Idaho
Secretary of State is: 0000626700
Address: 217 CEDAR ST # 185
SANDPOINT, ID 83864-1410

Entity Details:

Entity Status: Active-Existing
This entity is organized under the laws of: IDAHO
If applicable, the old file number of this entity on the records of
the Idaho Secretary of State was: W209172

The registered agent on record is:

Registered Agent: UNITED STATES CORPORATION AGENTS INC
Commercial Registered Agent
Physical Address:
800 W MAIN ST STE 1460
BOISE, ID 83702
Mailing Address:
800 W MAIN ST STE 1460
BOISE, ID 83702

Agent or Address Change

☐ Select if you are appointing a new agent.

Limited Liability Company Managers and Members

Name	Title	Business Address
Jacob D Wray	Member	94 CAMPBELL POINT ROAD LACLEDE, ID 83841

The annual report must be signed by an authorized signer of the entity.

Job Title: Member

Jacob Wray

Sign Here

08/03/2023

Date

B0826-6900 08/03/2023 1:54 PM Received by Office of the Idaho Secretary of State

<u>Company Name</u>	<u>License Number</u>	<u>Work Category</u>	<u>License Type</u>	<u>License Class</u>	<u>Status</u>	<u>Applicant Name</u>	<u>Owner Name</u>	<u>Company Address</u>	<u>Company City</u>	<u>Company State</u>	<u>Company Zip Code</u>	<u>Phone</u>	<u>Expiration Date</u>	<u>Parent License Number</u>
Sonray Enterprises LLC	038523	01550, 02220, 02240, 02310, 02404, 02955, 02317, 02230, 02500	4	A	ACTIVE	Sonray Enterprises LLC		217 CEDAR ST	SANDPOINT	ID	83864	(208) 610-9572	3/31/2024	

NOTICE OF AWARD

Date of Issuance: March 19th, 2024

Owner: City of Post Falls

Owner's Contract No.: N/A

Engineer: Keller Associates

Engineer's Project No.: 221073-000

Project: 12th Avenue Collections
Project, Phase 2A

Contract Name: 12th Avenue Collections
Project, Phase 2A

Bidder: **Sonray Enterprises LLC**

Bidder's Address: 217 Cedar Street #185 Sandpoint ID 83864

TO BIDDER:

You are notified that Owner has accepted your Bid dated **February 22nd 2024** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The 12th Avenue Collection Project Phase 2A project (base bid plus contingency).

The Contract Price of the awarded Contract is: \$ 1,247,420 (Unit prices)

1 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **3** counterparts of the Agreement, fully executed by Bidder (as Contractor).
2. Deliver with the executed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General and Supplemental Conditions.

Owner: City of Post Falls

Authorized Signature

By:

Title:

Copy: Engineer

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Draft Policy on the Acceptance of Private Roads

ITEM AND RECOMMENDED ACTION:

Staff requests that the Mayor and City Council review the draft Acceptance of Private Roads Policy and provide direction on adopting the policy.

DISCUSSION:

The city occasionally receives requests from owners' associations to assume ownership and maintenance of private roads within the city. The city does not currently have an established process for evaluating such requests. The city has recently received requests concerning 2 different private roads. Given that, staff has prepared a draft policy for city council consideration.

The draft policy requires the applicant to provide the city with all available design, construction, and maintenance records regarding the road, so city staff can evaluate the condition of the street and determine if the street meets current city standards. If insufficient information is available, the policy allows the city to require testing and inspection of the street to determine its condition. The policy requires a public hearing before the city council to allow impacted owners to present information related to the request and provides criteria for the council to consider when making its determination.

Staff requests that the city council provide input on the policy and direction for preparing a final policy for adoption.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by the city council.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

There is no direct fiscal impact on the city related to adopting the policy. There will be costs associated with the public hearings required by the policy, but those costs will be offset by an application fee.

There will be maintenance costs associated with maintaining any private street that the city council elects to accept.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2023.12.14 Acceptance of Private Roads Policy
2. 2024.03.06 Private Road Acceptance Policy Presentation



City of Post Falls Acceptance of Private Roads Policy

Version 2023.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE

From time to time, the city is asked to accept a private street for public ownership and maintenance. Such streets have often not been adequately maintained and may not meet current City standards. This policy establishes a process for the review and evaluation of requests to dedicate a private street to the city to ensure that, if accepted, such streets provide a public benefit, can be adequately maintained by city staff, and are in good condition.

2) DEFINITIONS

For the purposes of this policy, the following terms have the following meanings:

“Street” includes each element that makes up a complete street including, stormwater management facilities, streetlighting, curbs, sidewalks, pavement, street signs, and painting.

“Community Development Director” means the person appointed by the city to serve as the Community Development Director or their designee.

“Public Works Director” means the person appointed by the city to serve as the Public Works Director or their designee.

3) APPLICATION AND STAFF EVALUATION

- a. **Application:** A party requesting to dedicate a private street to the city must submit an application specifying the street to be dedicated, the public benefit from accepting the street, and the reasons why the city should accept the street into the public system. The application must include all available stamped final design plans, as-built plans, inspection reports from the time of construction, and all available maintenance records. An application fee is required to offset hearing costs and staff evaluation of the street, including ownership, site history, and current conditions. The fee will be established by resolution of the City Council.
- b. **Review and Inspection:** After submission of a complete application, the Community Development Director, in consultation with the Public Works Director, will have the street inspected to verify the information contained in the application and to examine the condition of the street to determine whether the street meets the city’s current standards. Where there is insufficient information about the current condition of any street element, the Community Development Director may require that the applicant provide supplemental engineering reports and test results, at the applicant’s sole cost, to demonstrate the current condition of any such street element. Once the Community Development Director determines that the application, and any supplemental test results, accurately reflect the current condition of the street, the Community Development Director will submit a report evaluating the request to the City Clerk along with the

application materials and supplemental test results. The City Clerk will place the request on the next available City Council agenda for evaluation.

4) CITY COUNCIL REVIEW

- a. **Public Hearing:** The City Clerk will schedule a public hearing before the City Council to consider the request. Notice of the public hearing will be posted on the street as well as on the city's website. Additionally, a public hearing notice including the date, time, and location, of the hearing will be mailed to all property owners with frontage on the street, as depicted on the City's GIS system, at least 2 weeks before the hearing. At the public hearing, the City Council will accept testimony concerning the condition of the street, whether the street meets city standards, and whether it is in the city's interest to accept the street for public maintenance.
- b. **Conduct of the Hearing:** The hearing will be conducted using the city's adopted public hearing resolution for legislative decisions.
- c. **Decision of the Council:** Based on the application, staff evaluation, and the evidence received at the public hearing, the City Council will determine whether the city should accept the private street for public maintenance based on the criteria listed in this section. The applicant must show that the evaluation criteria have been met:
 - i. Does the street meet the city's current design standards?
 - ii. Does the street meet the city's current construction standards?
 - iii. If the street does not meet a current standard(s), can the street be reasonably maintained by city staff using existing equipment and processes, and is there sufficient cause for the city to grant an exception to the current standard?
 - iv. Is the physical condition of the street in a condition that the city can reasonably expect the street will not need significant maintenance work in the next ten (10) years.
 - v. Can the applicant provide clean title to the street, free of all conflicting easements and encumbrances, along with all necessary easements to allow public maintenance?
 - vi. Is it in the public interest to accept the street?

The City Council may: (i) accept the street, (ii) accept the street with conditions if remedial work is required to bring the street to an acceptable standard, or (iii) deny the request for acceptance of the street.

5) REMEDIAL WORK AND ACCEPTANCE

a. Remedial Work Prior to Acceptance: If the City Council has conditionally approved acceptance of the street and remedial work is required prior to acceptance, and the applicant desires to proceed with the process, the applicant is required to have construction plans prepared by a professional engineer licensed in the State of Idaho and to provide those plans to the city for review and acceptance. Before commencing construction, the applicant must enter into a Private Street Improvement and Acceptance Agreement with the city that addresses construction standards, inspection, construction security, and warranties, and other information related to the construction of the necessary street improvements. The applicant's contractor is required to obtain all necessary permits and schedule inspections with the city. The applicant must complete all required remedial work to city standards before final acceptance of the street.

b. Acceptance: After the City Council approves the request to accept the street into the public system and the applicant completes all necessary remediation work, the applicant must dedicate the right-of-way and easements for the street to the city, free of any conflicting liens, encumbrances, or easements. The applicant must provide a legal description for the street right-of-way and any necessary easements prepared by a professional land surveyor licensed in the State of Idaho, along with a title report. The applicant is responsible to remove all encumbrances not acceptable to the city prior to recordation of the deed. The official date of final acceptance of the street by the city for public maintenance is the date the deed is recorded by the city.

c. Expiration: If the City Council has approved acceptance of the street, that approval will expire one (1) year after the date of the decision unless another date is included as a condition of the City Council's approval. All required deeds must be recorded, and all required remedial work, if any, must be completed by that date. The applicant may request, prior to the expiration date, that the Community Development Director approve an extension of up to one (1) year. The Community Development Director may approve the extension if they determine that the city will not be negatively affected by granting the extension after considering whether there has been changes in city street standards, changes in the condition of the street or street elements, or other changes related to the decision to accept the street.



Private Road Acceptance Policy

Warren Wilson
March 19, 2024

Private Road Acceptance Policy

- **The city occasionally receives requests to take over maintenance/ownership of private streets.**
 - **2 requests currently pending adoption of this policy.**
- **Goal of policy is to ensure that the street is in reasonably good condition and generally meets city street standards.**

Private Road Acceptance Policy

- **Applicant provides information about the construction and maintenance of the street:**
 - **Construction plans, as-built plans, maintenance records.**
- **Staff may require additional inspection and testing to determine condition of the street.**
- **Public hearing is held to solicit public input.**
 - **Applicant pays a fee to offset hearing cost.**

Private Road Acceptance Policy

- **Decision of the council is focused on condition of the street and whether it meets both city design and construction standards.**
 - **If the street does not meet standards, council can evaluate whether an exception should be granted.**
- **Ideally the street would not require significant maintenance for at least 10 years.**

Private Road Acceptance Policy

- **Following the hearing, Council decides whether to accept the street and may require that the street be repaired before acceptance.**
- **Any repair work will be monitored by the city to ensure quality.**
- **Applicant must be able to provide clean title to the street.**

Private Road Acceptance Policy

- **Today's Goal: Seek input from the City Council on potential changes to draft policy.**
- **Motion options: Direct staff to make any requested changes to the policy and present final policy for adoption. Alternatively, council could decide not to adopt a policy at this time.**

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Draft Policy on Memorials on Public Property

ITEM AND RECOMMENDED ACTION:

Staff requests that the Mayor and City Council review the Draft Radside and Public Property Memorial Policy and provide direction on adopting the policy.

DISCUSSION:

Occasionally, private memorials are erected on public property following a fatal incident. Typically, along roadsides. The city currently does not have an established policy or ordinance to provide guidance to the public or city staff on where, or whether, such encroachments on public property are allowed. The draft policy would allow temporary private memorials of less than 3 feet in any dimension, to be placed near the site for up to 30 days with restrictions to protect public safety. The policy only applies to city property and does not apply to state highways or Post Falls Highway District roads.

Under the draft policy, the memorial can't be placed in street medians or impede the driving surface or sidewalk. Additionally, the memorial can't encroach on private property or be attached to trees, fences, or street signs. Further, the memorial can't contain glass or present a fire hazard. The policy reserves the right for city staff to remove a memorial that threatens public safety or interferes with scheduled construction or maintenance projects. At the end of 30 days, city staff may remove, and dispose of, items left at the memorial.

Staff requests that the city council review the draft policy and provide guidance on any changes as well as direction on returning a final policy to the city council for adoption.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by the city council.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

There is no fiscal impact on the city from adopting the policy. There may be costs associated with removing memorials, but those costs already exist.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2023.12.13 Roadside Memorial Policy
2. 2024.03.07 Public Property Memorial Policy Presentation



City of Post Falls Roadside and Public Property Memorial Policy

Version 2023.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE AND SCOPE

Loss of life from a traffic crash or other fatal incidents can have a traumatic impact on the family and friends of the victim. The City of Post Falls understands the pain that these events cause and that some people grieve by placing memorials on public property near the site of a fatal incident. Informal Memorials frequently include flowers, balloons, candles, stuffed animals, signs, ghost bikes, etc.

The City of Post Falls also recognizes that the placement of Informal Memorials can pose potential safety hazards by:

- Obstructing a driver's view
- Distracting a driver's attention
- Endangering the safety of individuals who are erecting or visiting the memorial.
- Presenting obstacles to maintenance crews and adjacent property owners.

In addition, if left unattended, these memorials can become unsafe and unkempt. Sometimes, people will continue to gather at these memorials and leave behind litter and debris which can be dangerous to the public or the adjacent property owner who may be responsible for maintaining the area. Objects attached to trees may also damage and possibly kill the tree.

The purpose of this policy is to establish guidelines for establishing and removing Informal Memorials on streets, rights of ways, trails, easements, or other public property owned or maintained by the City of Post Falls.

This policy does not apply to state highways within the city limits of Post Falls or rights of ways maintained by the Post Falls Highway District. Roadside memorials on state highways are regulated by [I.C. 49-1316](#) and [IDAPA 39.03.60](#), which prohibits memorials within the limits of incorporated cities. *See*, IDAPA 39.03.60.215. Further, this policy does not apply to any personal property found on public property that does not meet the definition of an Informal Memorial.

2) DEFINITIONS

For the purposes of this policy, the following terms have the following meanings:

“Deceased Person” means any human being fatally injured in a traffic accident or other incident on public property.

“Ghost Bike” means a bicycle, predominantly colored or painted white, installed on public property governed by this policy intended as a memorial to a Deceased Person who was fatally injured in a traffic accident while riding a bicycle. A sign memorializing the Deceased cyclist and/or urging awareness of cyclists on public streets may be affixed to a Ghost Bike.

“Informal Memorial” means any decoration or group of decorations including, but not limited to, flowers, balloons, crosses, wreaths, Ghost Bikes, or signs placed or erected on public property governed by this policy by a person other than a City employee intended to commemorate a Deceased person.

3) INFORMAL MEMORIALS

a. Placement of Informal Memorials: Informal Memorials may be placed on city property for up to thirty (30) days after a fatal accident or incident to commemorate a Deceased Person, subject to the following conditions:

- i. The Informal Memorial, excluding Ghost Bikes, may not exceed three feet (3') in height or more than nine square feet in surface area. The memorial area may not encroach on any private property;
- ii. The Informal Memorial cannot cause unsafe conditions for passing motorists, pedestrians, or bicyclists or the people placing materials at or visiting the memorials;
- iii. Memorials may not be placed in street medians and may not be placed within the paved area of the streets, trails, or on sidewalks;
- iv. Memorials may not be affixed to the site or to signs, trees, fences, or traffic control devices.
- v. Memorials may not contain any glass and may not include anything capable of starting a fire, such as candles;
- vi. The Informal Memorial must be placed as near as possible to the accident or incident site. The City reserves the right to relocate the Informal Memorial to a another location if the memorial location conflicts with City needs.

3) PERMANENT MEMORIALS AND OTHER FORMS OF MEMORIALS

The City of Post Falls strongly encourages persons wishing to establish a permanent memorial to pursue a memorial bench, tree, or paver under programs available through the City's Parks and Recreation Department. Other types of permanent or temporary memorials, not meeting the definition of an Informal Memorial, are not allowed on city property.

4) **REMOVAL OF MEMORIALS**

a. Removal of Memorials. The removal of memorials is subject to the following conditions:

- i. All Informal Memorials must be removed no later than thirty (30) days after the date of the incident being commemorated by the memorial. Anyone wishing to retain or preserve any part of the Informal Memorial must remove it prior to that date. City staff will remove and dispose of all portions of the memorial remaining after that date.
- ii. Any memorial not meeting the requirements of this policy, or that, in the sole judgment of the City, creates a threat to public safety, will be removed and disposed of immediately without notice. The City will also remove and dispose of any memorial that impairs any necessary maintenance, construction, or repair project.



Roadside and Public Property Memorial Policy

Warren Wilson
March 19, 2024

Roadside/Public Property Memorial Policy

- **Private memorials are occasionally erected on public property in response to fatal incidents.**
- **Currently no policy or ordinance that provides guidance to staff or the public regarding memorials.**
- **Policy is aimed at temporarily allowing memorials in a safe way.**

Roadside/Public Property Memorial Policy

- **Policy allows private memorials to be placed near the site for up to 30 days with some restrictions:**
 - **Can't exceed 3 feet in any dimension (except for ghost bikes).**
 - **Can't impede drive surface or sidewalk.**
 - **Can't encroach on private property.**
 - **Can't be attached to trees, fences, street signs, etc.**
 - **Can't create a potential fire hazard or contain glass.**
 - **Can't be placed in medians.**

Roadside/Public Property Memorial Policy

- **City reserves the right to remove memorial that threatens public safety or that interferes with scheduled construction or maintenance projects.**
- **If the memorial remains in place for more than 30 days, city staff may remove and dispose of the items.**

Roadside/Public Property Memorial Policy

- **Policy only applies to city property.**
- **Does not apply to:**
 - **State Highways.**
 - **Post Falls Highway District's roads.**

Roadside/Public Property Memorial Policy

- **Today's Goal: Seek input from the City Council on potential changes to draft policy.**
- **Motion options: Direct staff to make any requested changes to the policy and present final policy for adoption. Alternatively, council could decide not to adopt a policy at this time.**

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Greg McLean, Police Chief

SUBJECT: Expansion of Crime Report to Include Information on Drug-Related Crimes

ITEM AND RECOMMENDED ACTION:

There has been a proposal to expand our crime reports, aiming to provide a more detailed and structured analysis of drug-related crimes. The council is invited to deliberate on this proposal and decide whether it is imperative to integrate this reporting of drug-related crimes into our regular crime reports.

DISCUSSION:

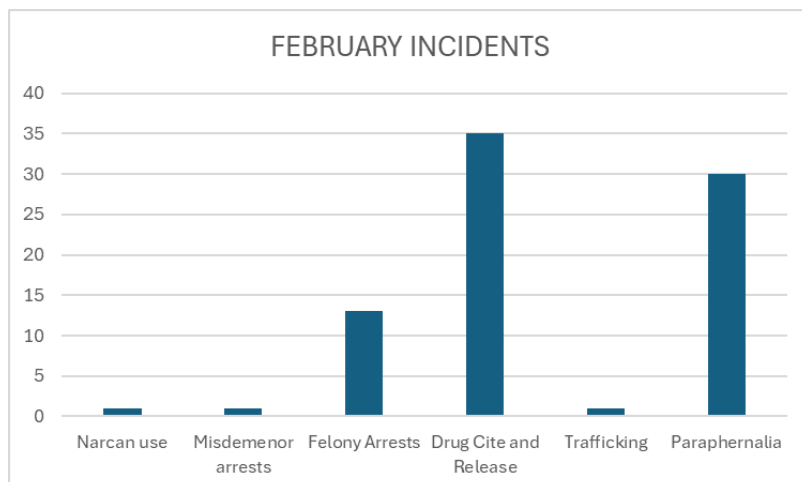
The purpose of this agenda item is to solicit the council's feedback and direction on whether to incorporate these drug-related crime categories into the last crime report of each month.

The Police Department recommends breaking crimes down into the following categories:

- Drug-related cite and release (e.g., possession of Marijuana)
- Drug-related misdemeanor arrests
- Drug-related felony arrests
- Narcan deployment instances (indicative of overdoses)
- Drug-related trafficking cases
- Incidents involving drug paraphernalia

The presentation of this data will be in a bar graph format within the last crime report for each month.

The February data below are examined as a case study for this proposed format, evaluating its efficacy and informational value.



Council members are requested to provide their perspectives on the proposed expansion of the crime report, considering the potential benefits for policy making, resource allocation, and community awareness. Feedback on the proposed format and the timing of the report's release is also helpful.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by Council.

APPROVED OR DIRECTION GIVEN:

n/a

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The proposed expansion of the crime report to include data on drug-related crimes entails additional staff hours for data compilation and analysis, leading to indirect fiscal implications. These increased labor costs will require absorption within existing budget frameworks and possibly reallocating resources to support the added workload.

BUDGET CODE:

n/a

ATTACHMENTS:

None

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl, Utility Manager
SUBJECT: Water Reclamation Facility Telehandler Purchase

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the purchase proposal with Norlift JCB for a telescopic handler.

DISCUSSION:

The City of Post Falls Water Reclamation Division desires to purchase a new telescopic handler for the purpose of pulling and moving pumps, motors, and similar equipment at the Water Reclamation Facility. Purchase of this equipment has been planned for several years and a line item has been included in the previous four fiscal years' budgets to build the necessary funds for the purchase.

Equipment selection and pricing utilized Sourcell contracting to ensure the City received the best available price for the purchase. The legal department has reviewed the contract to ensure contracting requirements have been met.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$199,775

BUDGET CODE:

650-463.0000.90010

ATTACHMENTS:

1. 2023.03.19 Coop Purch Memo Norlift Telehandler
2. USNORLIF-AM4016273550



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

Memorandum of Legal Counsel

To: Craig Borrenpohl
From: Field K. Herrington, City Attorney
Date: March 14, 2024
Re: March 19, 2024, Cooperative Purchasing – JCB Norlift Telehandler

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

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

On or about 1/15/2024, I received copies of contract documents that were received by Public Works utilizing Sourcewell.

I have reviewed the submittal and researched the competitive solicitation process that Sourcewell utilized. Sourcewell published a request for proposals (“RFP”) on 12/6/2022, opened the proposals on 2/2/2023 and awarded a contract to JCB, Inc. The associated RFP, Proof of Publication, Evaluation, and any Comment & Review documents have been attached for your review.

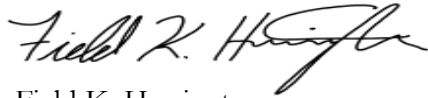
Given the contract amount of over \$100,000, the contract, along with a staff memo explaining the reasoning for the procurement, must be presented for approval by City Council and signed by the Mayor.

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

Therefore, the city of Post Falls may continue with the procurement of the Norlift JCB Telescopic Handler and accessories as indicated in the quote from Norlift JCB.

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

Very Truly Yours,

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

Field K. Herrington
City Attorney

Enclosures



RFP #020223
REQUEST FOR PROPOSALS
for
Medium Duty and Compact Construction Equipment with Related Attachments

Proposal Due Date: February 2, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	December 6, 2022
Pre-proposal Conference:	January 4, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	January 25, 2023, 4:30 p.m., Central Time
Proposal Due Date:	February 2, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	February 2, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Medium Duty and Compact Construction Equipment with Related Attachments, including, but not limited to, the following types of medium and compact construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Skid steers;
- c. Mini excavators;
- d. Telehandlers; and
- e. Soil compaction and site preparation equipment.

Proposers may include related equipment, accessories, attachments, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Medium Duty and Compact Construction Equipment with Related Attachments. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #091219)
- b. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #110719)
- c. Equipment Rental with Related Services (RFP #062320)
- d. Forklifts and Lift Trucks with Related Services (RFP #091520)
- e. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121)
- f. Road Right-of-Way Maintenance Equipment (RFP #070821)
- g. Roadway Maintenance Equipment (RFP #080521)
- h. Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies (RFP #093021)
- i. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221)
- j. Public Utility Equipment with Related Accessories and Supplies (RFP #110421)

- k. Roadway Paving Equipment (RFP #060122)
- l. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222)
- m. Trailers with Related Equipment, Accessories, and Services (RFP #092922)
- n. Heavy Construction Equipment with Related Attachments and Technology (RFP #011723)
- o. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD)

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcwell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcwell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200 Million; therefore, proposers are expected to propose volume pricing. Sourcwell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcwell cannot consider information that is not included in the proposal. Sourcwell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcwell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcwell or its Participating Entities occurring under a previously awarded Sourcwell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcwell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal

requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/12/2022

Addendum No. 1

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

On page 16 of the template contract, Section 21. J., there is a Buy American Provisions Compliance section. "To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act."

Does this mean a product manufactured outside the US does not comply?

Answer 1:

Sourcewell contract template Section 21. – Provisions for Non-United States Federal Entity Procurement Under United States Federal Awards or Other Awards, only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds. The Buy American Provisions Compliance subsection requires compliance to the extent applicable.

A proposer may request a modification to the Sourcewell contract template as part of a proposal. To request a modification to the template contract terms, conditions, or specifications, a proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Table, which is found as the final Table of Step 1 in the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 12/12/2022, is required at the time of proposal submittal.



12/27/2022

Addendum No. 2

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the Pre-Proposal Conference be recorded for viewing later if I am unable to watch it live?

Answer 1:

Sourcewell will provide the Pre-Proposal Conference presentation slides in PDF format to all registered plan takers after the event is complete. In addition, Sourcewell is planning to record the Pre-Proposal Conference. Assuming no technical difficulties in the process, Sourcewell will provide a link to the recording to all registered plan takers after the event.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 12/27/2022, is required at the time of proposal submittal.



1/3/2023

Addendum No. 3

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of the publication of an RFP that has been identified as not included in the equipment, products, or services of this solicitation, RFP Subsection II. B. 3. o. is revised to remove the (RFP #TBD) placeholder, and insert the actual RFP number, to read as follows:

* * * *

o. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 1/3/2023, is required at the time of proposal submittal.



01/24/2023

Addendum No. 4

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a manufacturer allow dealers to sell to Sourcewell members.

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Is it the manufacturer’s responsibility to provide sales activity or will each dealer report this information to Sourcewell?

Answer 2:

Refer to Sourcewell Contract Template Section 8. – Report on Contracts Sales Activity and Administrative Fee Payment. A single sales report and administrative fee remittance is contemplated for each calendar quarter during the term of an awarded contract.

Question 3:

How do you determine the fee that is paid to Sourcewell?

Answer 3:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 01/24/2023, is required at the time of proposal submittal.



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Tuesday, 12/06/2022

Contracting Opportunity

Title: Medium Duty and Compact Construction Equipment with Related Attachments

Agency: Sourcewell

Division: Procurement Department

Contract Number: 020223

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 12/06/2022

Due Date/Time: 02/02/2023 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Clark Equipment Company dba Bobcat Company

Gradall Industries, Inc.

Hyundai Construction Equipment Americas, Inc.

JCB, Inc.

Kubota Tractor Corporation

Wacker Neuson

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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AFFIDAVIT OF PUBLICATION



DJC OREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS

Sourcewell; Bid Location Staples, MN, Todd County; Due 02/02/2023 at 04:30 PM

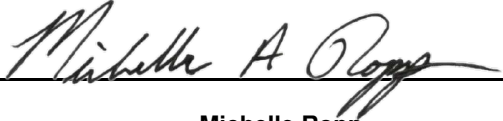
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

12/7/2022

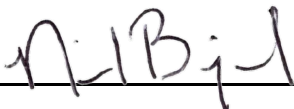
State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 7th DAY OF December, 2022

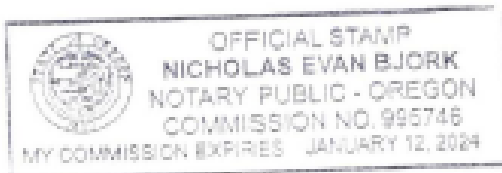
SEE EXHIBIT A



Michelle Ropp



Notary Public-State of Oregon



Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12178468
Client Reference No:

EXHIBIT A

**SOURCEWELL
MEDIUM DUTY AND COMPACT
CONSTRUCTION EQUIPMENT WITH
RELATED ATTACHMENTS
Proposals due 4:30 pm,
February 2, 2023
REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Dec. 7, 2022. 12178468

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Sourcewell
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

12/06/2022, 12/13/2022

and that the fees charged are legal.
Sworn to and subscribed before on 12/13/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$43.70

Order No: 8142504

Customer No: 727698

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December 6, 13, 2022
8142504

MARIAH VERHAGEN
Notary Public
State of Wisconsin



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Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Medium Duty and Compact Construction Equipment with Related Attachments** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0100548
Dec 6 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
12/06/22

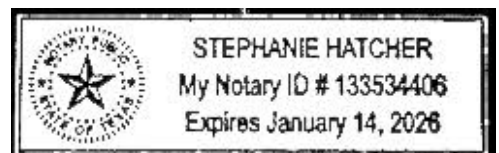
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 6th day of December in the year of 2022

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Deion tells the truth in 1st meeting



Dan Wolken
Columnist
USA TODAY

Deion Sanders stood in front of his Colorado football team for the first time on Sunday and delivered a 7-minute sermon in a way that only he can, a speech that referenced Louis Vuitton luggage, his prominence on ESPN and a theme he repeated over and over again: “I’m comin’.”

Because it’s Coach Prime, and because it was videotaped and tweeted out for all the world to see, it has drawn a spectrum of praise and criticism for how directly he told a room full of young men that many of them would not be there next year.

“I’m coming to restore, to replace and re-energize,” Sanders said in his speech. “Some of y’all are salvageable. I’m not going to lie, everybody that sit their butt in a seat ain’t gonna have a seat when we get back. But I’m coming. I started and we gonna go dominate and we’re going to work.”

The messenger might have been atypical, but the message isn’t much different from what most new coaches deliver when they take over 1-11 teams, much less at a program that has posted 15 losing records in the past 17 seasons.

Prime wasn’t hired for a slow and steady rebuild; he wants to win now. Welcome to college football in 2022.

For all the unique aspects Sanders brings to the job, his riff on players entering the transfer portal if they weren’t good enough to make the cut was perhaps the most he’s ever sounded like every other college football coach.

Whatever coaching or chemistry issues caused Colorado to win just one game this season, Sanders knows why

he was hired: To bring in a lot of talent to a program that didn’t have much of it. There’s nothing wrong with the players knowing it, too.

Is it one of the more unsavory aspects of college sports? Perhaps.

Does it comport with the idealized academic mission college presidents and administrators like to brag about when they tout the virtues of amateur athletics? Absolutely not.

But is it the reality of trying to turn around a perennial loser? You bet.

“We’ve got a few positions already taken care of because I’m bringing my luggage with me and it’s Louis (Vuitton),” Sanders told the players. “I’m coming. It ain’t gonna be no more of the mess that these wonderful fans, the student body and some of your parents have put up with for probably two decades now. I’m coming. And when I get here, it’s going to change. So I want you all to get ready. Go ahead and jump in that portal and do whatever you’re going to do, because the more of you jump in, the more room you make.”

Not only was it a message to the players currently at Colorado, it was an invitation to the hundreds of players all over the country who entered the transfer portal Monday.

The Buffaloes are now open for business, and aside from a few positions where he’s already got big-time players coming with him from Jackson State, like his son Shedeur Sanders and cornerback Travis Hunter (i.e., the Louis Vuitton luggage), dozens of roster spots are up for grabs. If there’s not room, Colorado will make room – if you’re a difference-maker.

It may be jarring for people to hear a coach so blatantly tell a group of college athletes that they should probably start looking at their options, but that’s how college sports has worked for a long, long time. For decades, new coaches



Deion Sanders was introduced as the new Colorado football coach on Sunday. RON CHENOY/USA TODAY SPORTS

have come into losing situations and tried to determine who can play and who can’t, who are the malcontents and who are good teammates, who can help you win and who should never have been there in the first place.

That’s what coaches mean when they talk about “changing the culture.” The difference now is that can happen almost overnight.

Buffaloes better brace themselves

Used to be that turning over a roster of players took years of recruiting and slowly building up a talent base that would start to bear fruit by the time they were juniors and seniors. Bringing in transfers could help, but coaches couldn’t rely on them too heavily because they had to sit out for a year under the old NCAA rules. And because of certain standards like the Academic Progress Rate, you could risk future scholarship losses or even postseason bans if you pushed too many players out the door.

But since the COVID-19 pandemic, pretty much everything has changed in college sports. Players can jump from one school to another without much friction. The potential for players to earn

money through name, image and likeness deals means the non-traditional schools at least have a chance to compete for talent with the blue bloods. And because the transfer portal works both ways, coaches won’t be criticized nearly as much for encouraging players to find another home.

Whether you like this new world or not, that’s the game these days. And Coach Prime is more than equipped to play it.

Though it would be far too ambitious to predict that Colorado will go from laughingstock to contender in just one year, odds are that Sanders will be able to do enough work on the roster to at least make the Buffaloes competitive right away. And yes, part of that will be telling some players who simply aren’t Pac-12 level athletes that they’d be better off at a lower level.

“I love everything about this institution – the academic prevalence, no crime, beautiful city, beautiful state,” Sanders told the team. “We’ve never had nothing (like this facility) to work out in. Our (Jackson State) kids would go absolute crazy to be in the situation you are in. But you don’t respect it. I’m coming. You don’t want it. I’m coming. Some of y’all don’t even think you deserve it. I’m coming. And usually when God sends me to a place, he sends me to be a conduit of change.”

Indeed, he’s coming. And Colorado is in for a big, big change. The way he’ll do it may be uncomfortable for some to hear, but Sanders will rarely be more honest and direct than he was in that meeting.

A whole lot of players who wore Colorado uniforms last season will be elsewhere next fall; their scholarships filled by people who are bigger and faster and more talented. But that doesn’t make Sanders a bad guy. It just makes him a college football coach in 2022.

First Colorado team meeting a tense reality show

Brent Schrottenboer
USA TODAY

BOULDER, Colo. – New Colorado head football coach Deion Sanders met his new players for the first time Sunday and told them exactly what he would do to them.

It wasn’t nice. He said that some of them would be replaced. He told them they should get ready to find new teams and take the transfer portal out of town.

He also said he would try to make them quit.

And he did it all on camera, with a video of it posted on YouTube later via his son Deion Jr.

“Those of you that we don’t run off, we’re going to try to make you quit,” Sanders told his new team. “That’s what our season is going to look like. I want ones that don’t want to quit, that want to be here, who want to work, who want to win. ... I don’t want to get in the game and then find out I’ve got Jane, when all offseason I had Tarzan.”

Colorado, a former national powerhouse, has had only two winning seasons since 2005 and finished 1-11 in 2022. But here is Sanders, the newly hired celebrity coach, vowing to overhaul the program to change that – all while turning it into a reality TV show of sorts to be shared online.

At one point in the team meeting Sunday, Sanders laid down team rules – no earrings, hats or hoodies in meetings. At another point, he told the Buffaloes that there “ain’t gonna be no more of the mess that these wonderful (Colorado) fans, the student body and some of your parents have put up with for probably two decades now.”

“I’m coming,” Sanders told them. “And when I get here, it’s gonna be change. So I want you all to get ready to go ahead and jump in that (transfer) portal and do what whatever you’re gonna get.”

It’s a formula he’s revealed after just one day on the job – combining cameras, social media and an old-school coaching style for the new name-image-and-likeness era of college football (NIL).

After all, his nickname isn’t “Prime Time” for nothing. Under the production of his son, cameras follow around Sanders and others, capturing meetings and moments to be posted and spread on social media, for better or worse.

The goal is simple – to increase exposure for the program, attract top recruits and boost the fame of his players, helping them increase opportunities to earn money from their NILs, which was allowed for the first time last year in the NCAA.

“We know how to do social media,” Sanders told his team.

Sanders then turned to his son with the camera and asked him the best way to increase their followings.

“Just post,” said his son, also known as Bucky. “You’ve just got to post. ... You’ve got all eyes on you right now. ... Everybody want to know what y’all about to do, who y’all are, what everything is.”

As the man with the camera and social media skills, Bucky Sanders also told the team what his job would be in the meantime.

“I’m going to make y’all the most famous people walking this planet,” he said. “But you’ve got to win.”

Sanders the coach explained it in his introductory news conference Sunday at Colorado.

“I want you to get ready to start seeing cameras because we film documentaries,” he said.

It’s a carryover from his tenure at Jackson State in Mississippi, where his team went 12-0 this season and will be part of a docuseries on Sanders that will premier later this month on Amazon Prime. Some of the show will show his arrival at Colorado.

“The kids, they want exposure,” Sanders said. “They want to be on television. They want the lights and the action, but they got to understand, the same thing that caused you to shine will show your blemishes as well. So we’re going to give them that. We’re going to give them the followers. We’re going to give them the attention. We’re going to give them the support, and we need each and every one of you, because the caliber of players that we’re getting ready to bring to you, they gonna want something. But guess what, I’m going to want something back. I’m not crazy about the NILs, but I understand the NILs. ... I’d rather our kids be focused on the NFL, and not just the NIL.”

Sanders also mentioned in the team meeting that Bucky Sanders soon would get help for his production efforts to make it even bigger. “He’s been a one-man machine,” Sanders said of his son.

The show got a little tense Sunday. Sanders kept telling the room full of players that “I’m coming,” meaning he was coming in to turn the program around.

“There is not going to be any more mediocrity, period,” he told them.

“I’m coming.”

He said he was going to coach his Jackson State team in its final game Dec. 17 – at the Celebration Bowl in Atlanta. Then he was coming back with new players to replace some of them. He said his son, quarterback Shedeur, is coming to Colorado from Jackson State.

“Yep, about 10 more of them coming,” Sanders told the holdover players. “And they dogs. And they gonna hunt. And they gonna eat.”

He was blunt.

“We have a few positions already taken care of because I’m bringing my luggage with me, and it’s Louis (Vuitton, the luxury brand),” Sanders said.

The players looked at him in silence.

He even suggested they were spoiled, telling them that Boulder was a beautiful city with a beautiful stadium and no crime. He compared it to Jackson State, where his players had less.

“We’ve never had nothing of sort to work out in and to train in,” he said to the Colorado players. “Our kids would go absolute crazy to be in the situation that you in, but you don’t respect it. I’m coming. You don’t want it. I’m coming. Some of y’all don’t even think you deserve it. I’m coming. And usually when God sent me to a place, he sent me to a place to be a conduit of change. I’m coming.”

Colorado’s administration, fans and alumni are glad he is.

“We needed somebody like him at this program that could re-energize not only our student-athletes, but our base and our community and our state,” Rick George, Colorado’s athletic director, said Sunday. “I think he can do all of that.”

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Page 411 of 435



Opportunity Notice
**Medium Duty and Compact Construction
Equipment with Related Attachments**

Opportunity Information

Organization: Canoe Procurement Group of Canada
Organization Address:
Reference Number: AB-2022-07001
Solicitation Number: AB-2022-07001
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 12/13/2022
03:30:00 PM Alberta Time
Closing (MM/dd/yyyy): 02/02/2023
03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 12/13/2022
03:10:02 PM Alberta Time
Agreement Type: NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
N3830H: Dozers, Angle
N3805C: Excavator, Hydraulic, Truck Mounted
N2420D: Tractor, Wheeled, 4 X 2 With Backhoe/Loader
N3805F: Compactor, Soil
N3810A: Cranes, Excavator, Crawler Mounted, Cable Operated
N3805F: Loaders, Front End
N3895: Miscellaneous Construction Equipment
N3810G: Cranes/Excavators, Pedestal Mounted
N3805B: Excavator, Hydraulic, Crawler Mounted

Category: Goods

Potential vendors (bidders)
may view the bid package
here.

[View Bid Package](#)

Interested vendors (bidders)
who wish to submit a
response to this opportunity
should register their interest
by downloading the
document(s) from the bid
package.

[View Interested Vendors \(Bidders\)](#)

Response Submission:

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://portal.sourcewell-mn.gov>

Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
Procurement Manager
2510 Sparrow Drive
Nisku, Alberta T9E 8N5
Tel: 218-895-4168
Email: rfp@sourcewell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support: <https://portal.sourcewell-mn.gov>.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARMA, AMM, LAS, UMB, NSFM, FPEIM, MNL, NWTAC and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, Canoe/Sourcewell is requesting proposals for Medium Construction and Compact Construction Equipment with Related Attachments to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Bid RFP #020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Bid Type

RFP

Bid Number

020223

Title

Medium Duty and Compact Construction Equipment with Related Attachments

Expected Start Date

Dec 6, 2022 12:00:00 AM CST

Expected End Date

Feb 2, 2023 4:30:00 PM CST

Agency

Sourcewell

Bid Contact

Chris Robinson

(218) 895-4168

rfp@sourcewell-mn.gov

202 12th Street NE

P.O. Box 219

Staples, MN 56479-0219

Questions

0 Questions

0 Unanswered

[\[View Questions\]](#)

Edit Bid

[\[Edit\]](#)

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date

Jan 4, 2023 12:00:00 AM CST

Location

Online Conference

Notes

Logging information will be emailed two business days prior to the event.

Documents

No Documents for this bid

View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

 Bid Details

Bid Classification:

Bid Type:

Bid Number:

Bid Name:

Bid Status:

Bid Closing Date:

Question Deadline:

Electronic Auctions:

Language for Bid Submissions:

Submission Type:

Submission Address:

Public Opening:

Description:

Goods

RFP - General

RFP 020223

Medium Duty and Compact Construction Equipment with Related Attachments

Open

Thu Feb 2, 2023 4:30:00 PM (CST)

Wed Jan 25, 2023 4:30:00 PM (CST)

Not Applicable

English unless specified in the bid document

Online Submissions Only

Online Submissions Only

No

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Medium Duty and Compact Construction Equipment with Related Attachments** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **February 2, 2023, at 4:30 p.m. Central Time**, and late proposals will not be considered.

Bid Document Access:

Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Categories:

[Show Categories \[+\]](#)

 Submit a Question

 Register for this Bid

 Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time -	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Wednesday January 4, 2023 10:00 AM (CST)	No	

Documents		
File Name	Pages	
RFP_020223_Medium_Construction_Equipment Friday November 18, 2022 08:34 AM	13	 Download
RFP_020223_Medium_Construction_Equipment_Contract_Template Thursday November 17, 2022 02:11 PM	18	 Download

Addenda		
File Name	Pages	
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Monday December 12, 2022 04:08 PM	1	 Download

[OPEN](#)

Medium Duty and Compact Construction Equipment with Related Attachments

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
January 4, 2023 at 10:00 am CST

Proposals Due:
February 2, 2023 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 

Publish

Bid Announcements

Doc. Taker's List

Bidding

Type 1 Bid Notice Only

Publish /Verify Contents

Save as Template

Solicitation Setting

✓ Invite Bidders	No
✓ Evaluate Response online	No
✓ Internal Approval	No
✓ Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	020223
Solicitation Name	Medium Duty and Compact Construction Equipment with Related Attachments		
Country & Province/State	Canada / Ontario	Procurement Type	Goods
Accept Questions	Not Applicable	Published By	Sourcewell

Internal Information (For Internal Use Only)

Procurement Title/Project Name	020223 Medium Duty and Compact Construction Equipment
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Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$800,000,000.00
Publish Date	12/06/2022	Closing Date & Time	02/02/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Automotive/ Industrial	
Heavy Equipment/ Vehicles	Dump trucks, bull-dozers, cranes, asphalt rollers, etc. tractors Office trailers, skid loader, earthmovers, heavy duty vehicles, excavators, caterpillar, graders, trains etc.



Solicitation Overview



Medium Duty and Compact Construction Equipment with Related Attachments

020223

Closing Date: 02/02/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD)	\$800,000,000.00 (Not shown to suppliers)
Reference Number	0000237271
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	020223
Title	Medium Duty and Compact Construction Equipment with Related Attachments
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2022/12/06 09:08:57 AM EST
Question Acceptance Deadline	2023/01/25 05:30:00 PM EST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2023/02/02 05:30:00 PM EST

Prebid Conference	2023/01/04 11:00:00 AM EST
--------------------------	----------------------------

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2023/01/04 11:00:00 AM EST
Location	Online Conference
Event Note	Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document
Bid Documents List	

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)		
G	Goods Goods	
N38	Construction, Mining, Excavating And Highway Maintenance Equipment Construction, Mining, Excavating And Highway Maintenance Equipment	
N3800	CONSTRUCTION, MINING, EXCAVATING AND HIGHWAY MAINTENANCE EQUIPMENT Construction, mining, excavating and highway maintenance equipment	
MERX Category (1)		
G	Goods Goods	
G28	Special Purpose Vehicles Special Purpose Vehicles	
UNSPSC Category (1)		
22000000	Building and Construction Machinery and Accessories	
22100000	Heavy construction machinery and equipment	
22101900	Building construction machinery and accessories	



Proposal Evaluation
Medium Duty and Compact Construction Equipment with Related Attachments RFP #020223

Possible Points		Acela, Inc.	Avant Tecno USA	Buyers Products Company, Inc.	Caterpillar, Inc.	Clark Equipment Company	DD DANNAR, LLC	Doosan Infracore North America	First Green Industries	Gradall Industries, Inc.	Hyundai Construction Equipment Americas, Inc.
Conformance to RFP Requirements	50	36	41		43	45	40	38	39	42	43
Pricing	400	270	298		324	340	318	303	258	335	338
Financial Viability and Marketplace Success	75	55	61		67	67	56	60	53	62	64
Ability to Sell and Deliver Service	100	67	77		87	87	74	80	71	80	82
Marketing Plan	50	35	41		44	44	43	42	40	41	42
Value Added Attributes	75	48	57		66	65	63	63	58	57	59
Warranty	50	38	42		43	43	40	42	41	42	43
Depth and Breadth of Offered Equipment, Products, or Services	200	116	167		181	181	123	128	141	152	161
Total Points	1,000	665	784		855	872	757	756	701	811	832
Rank Order		17	9		2	1	12	13	15	6	3

Possible Points		JCB, Inc.	LiuGong Construction Machinery North America, LLC	Manitou North America, Inc.	MAZIO ATTACHMENTS, LLC	Mecalac North America, LLC	Nexpro Trucks & Equipment Corp.	Takeuchi Mfg. US Ltd.	Tobroco Machinery, LLC	Triple E Equipment, Inc.	XCMG NORTH AMERICA CORPORATION
Conformance to RFP Requirements	50	42	42	38		41	33	36	40	32	37
Pricing	400	324	340	319		306	286	260	328	243	300
Financial Viability and Marketplace Success	75	62	57	54		52	52	56	61	48	57
Ability to Sell and Deliver Service	100	84	81	79		74	63	76	77	65	77
Marketing Plan	50	41	43	40		39	30	34	39	25	34
Value Added Attributes	75	60	60	60		57	49	49	60	53	57
Warranty	50	42	43	42		41	37	41	41	31	41
Depth and Breadth of Offered Equipment, Products, or Services	200	174	155	154		159	126	151	158	140	176
Total Points	1,000	829	821	786		769	676	703	804	637	779
Rank Order		4	5	8		11	16	14	7	18	10

DocuSigned by:

Kim Austin

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Kim Austin, MBA, CPPB , Procurement Lead Analyst

DocuSigned by:

Bill Davison

679614F597034BA...

Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:

Craig West

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Craig West, Procurement Analyst

DocuSigned by:

Nick Scholer

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Nick Scholer, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #020223
Entitled

Medium Duty and Compact Construction Equipment with Related Attachments

The following advertisement was placed December 6, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, December 7, 2022 in Oregon's *Daily Journal of Commerce*, and on December 6 and December 13, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

2765268 Canada, Inc.	JCB, Inc.
Acela, Inc.	Kubota Tractor Corporation
Asphalt Care Equipment, Inc.	LBX Company, LLC
AUSTIN LOGISTICS, LLC.	LiuGong Construction Machinery North America, LLC
Avant Tecno USA	Manitou North America, Inc.
Best Equipment, Inc.	MAZIO ATTACHMENTS, LLC
Buyers Products Company, Inc.	Mecalac North America, LLC
Caterpillar, Inc.	Multiquip, Inc.
Certified Stainless Service, Inc.	Nexpro Trucks & Equipment Corp.
Chery Equipment Group	NWT & Nunavut Construction Association
Clark Equipment Company	Pettibone/Traverse Lift, LLC
Commonwealth Equipment Corp.	Pure Air Wellness, LLC

Construction Industry Center	Regina Construction Association
D HILL Construction, LLC	Rental Men
DD DANNAR, LLC	Sakai America, Inc.
Doosan Industrial Vehicle America Corp	Skyjack, Inc.
Doosan Infracore North America	Takeuchi Mfg. US, Ltd.
EASTERN EQUIPMENT SERVICES, LLC	Tobroco Machinery, LLC
Eastern Farm Machinery, Ltd.	Triple E Equipment, Inc.
First Green Industries, Inc.	U.S. MARKETS, INC.
Gradall Industries, Inc.	XCMG NORTH AMERICA CORPORATION
Hyundai Construction Equipment Americas, Inc.	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on February 2, 2023, at 4:31:46 pm CT. Proposals were received from the following:

Acela, Inc.
 Avant Tecno USA
 Buyers Products Company, Inc.
 Caterpillar, Inc.
 Clark Equipment Company dba Bobcat Company
 DD DANNAR, LLC
 Doosan Infracore North America
 First Green Industries, Inc.
 Gradall Industries, Inc.
 Hyundai Construction Equipment Americas, Inc.
 JCB, Inc.
 LiuGong Construction Machinery North America, LLC
 Manitou North America, Inc.
 MAZIO ATTACHMENTS, LLC
 Mecalac North America, LLC
 Nexpro Trucks & Equipment Corp.
 Takeuchi Mfg. US, Ltd.
 Tobroco Machinery, LLC
 Triple E Equipment, Inc.
 XCMG Canada Ltd.

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
 Nick Scholer, Procurement Analyst
 Craig West, Procurement Analyst
 Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Buyers Products Company, Inc. and Mazio Attachments LLC, fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Avant Tecno USA, offers a broad selection of equipment including wheeled tracked and backhoe loaders, mini excavators, telehandlers, soil compaction and site preparation equipment. To complement their equipment, they offer over 200 attachments. They have a dealer network across the United States and Canada ready to serve Sourcewell participating entities. Dealers provide equipment maintenance and operation training. Avant Tecno USA, offers a generous discount from list pricing.

Caterpillar Inc. manufactures a complete line of medium and compact construction equipment, attachments and services. Their sales and service forces, and large dealer network, are available to Sourcewell participating entities in the United States and Canada. Caterpillar is offering financing/leasing options, along with competitive discount ranges on machine and work tool list pricing.

Clark Equipment Company dba Bobcat Company offers a wide selection of skid steers, compact and mini track excavators, compact and mini loaders, compact tractors, utility work machines, utility vehicles and versa-handlers for sale, lease, and rental. Their Bobcat Machine IQ telematics solution delivers information to the Bobcat Owner Portal for the customer to access information on their machine by computer, phone, or tablet. They can sell and service Sourcewell participating entities across North America through their over 1,400 independent dealer locations. Bobcat also offers a competitive discount from catalog prices.

Gradall Industries, Inc. manufactures a telescopic boom excavator in a variety of models and configurations for site preparation. They have regional sales and service managers that cover the United States and Canada. Their broad dealer network can provide training and service to Sourcewell participating entities. Financing options are available through Gradall dealers along with competitive discounts off MSRP.

Hyundai Construction Equipment North America, Inc. provides compact excavators, crawler excavators, wheeled excavators, wheel loaders, skid steer loaders, and compact track loaders. Their Hi MATE telematics service improves equipment uptime, and their Hi DETECT service improves safety by detecting the machines surrounding environment and issues warnings to the operator. They have 69 United States and 16 Canadian dealers with 192 locations that are ready to provide sales and service to Sourcewell participating entities. Hyundai Construction Equipment North America, Inc. is offering a solid discount off their list price.

JCB, Inc is a manufacturer of wheel loaders, backhoe loaders, wheeled and tracked skid loaders, excavators, telehandlers, site dumpers and attachments. JCB Inc has an extensive sales and service force throughout the United States and Canada, including 350 dealer locations, ready to serve Sourcewell participating entities. They are offering tax-exempt municipal leasing programs and competitive discount ranges off list price.

LiuGong Construction Machinery North America, LLC offers a range of models for wheel loaders, mini excavators, soil compaction rollers, and an electric loader. Their 92 dealers, with 159 locations, can provide service and training to Sourcewell participating entities throughout the United States and Canada. They offer excellent discounts for base model equipment, to include parts and attachments.

Manitou North America, Inc. provides compact wheeled loaders, compact track loaders, articulated wheeled loaders, telescopic handlers, and numerous attachments. Their over 400 dealers in North America are ready to provide sales and service to all Sourcwell participating entities. Manitou also offers Connected Machines, their telematics system that allows owners, operators, and dealers to view machine usage, location, and error codes remotely on a computer, smart phone, or tablet. Manitou is providing a robust discount off their list price.

Tobroco Machinery LLC offers compact wheel loaders, ride-on and compact skid steers, and compact telehandlers. They will also provide multiple electric versions of their wheel loaders. Their sales staff and independent dealer network is available to Sourcwell participating entities in the United States and Canada. Tobroco is offering strong discounts off MSRP.

XCMG Canada Ltd. manufactures a substantial offering wheeled tracked and backhoe loaders, mini excavators, telehandlers, soil compaction and site preparation equipment. Where applicable XCMG will provide alternative power options on certain wheel loader models. They will support participating entities across the United States and Canada through an extensive dealer network. XCMG offers competitive pricing and discounts.

For these reasons, the Sourcwell Proposal Evaluation Committee recommends award of Sourcwell Contract #020223 to:

Avant Tecno USA	#020223-AVT
Caterpillar Inc.	#020223-CAT
Clark Equipment Company dba Bobcat Company	#020223-CEC
Gradall Industries, Inc.	#020223-GRD
Hyundai Construction Equipment North America, Inc.	#020223-HCE
JCB, Inc	#020223-JCB
LiuGong Construction Machinery North America, LLC	#020223-LIU
Manitou North America, Inc.	#020223-MAI
Tobroco Machinery LLC	#020223-TBO
XCMG Canada Ltd.	#020223-XCM

The preceding recommendations were approved on April 5, 2023.

DocuSigned by:

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

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Nick Scholer, Procurement Analyst

Sourcewell

Page 5 of 6

DocuSigned by:
Craig West
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Craig West, Procurement Analyst

DocuSigned by:
Bill Davison
679614F597034BA...

Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

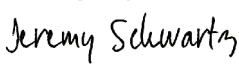
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #020223 for Medium Duty and Compact Construction Equipment with Related Attachments**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

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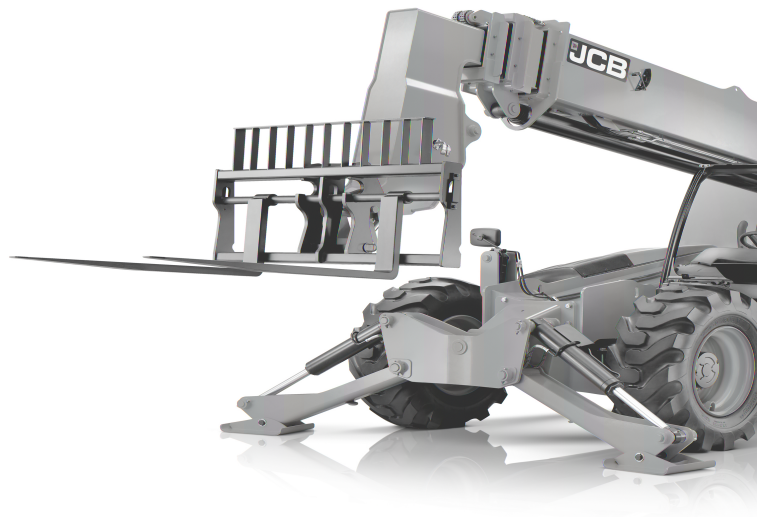
Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Chief Procurement Officer



Product Quotation

Prepared For:
Adam Tate

CITY OF POST FALLS
POST FALLS ID 83854



Prepared By:
AARON MARSDEN
Norlift JCB
Spokane WA 99211
mobile:

Image is for indicative purpose only and may not represent exact equipment being quoted



Standard Equipment

Standard Equipment and Features & Benefits related to this product are subject to change without notice

GENERAL	One piece unitized mainframe with sway control, stabilizers and componentized driveline, automatic rear axle stabilization system.
ENGINE	JCB Ecomax turbo charged 4.4 L (269 cu in) 74 HP Tier 4 Final, dual element air cleaner, spin-on fuel filter, fuel/water separator, spin on vertical oil filter, anti-freeze protection down to -30 deg. F.
TRANSMISSION	JCB powershift transmission incorporating torque converter, bevel box and a 4 speed powershift gearbox in one resiliently mounted unit. A combined steering column mounted switch incorporating directional control and 4 forward and 4 reverse powershift gears. Travel speed 15.5 mph (25 kph).
AXLES	Front and rear drive axles: JCB epicyclic hub reduction, drive/steer axles with JCB Max-Trac with torque proportioning differentials. Permanent 4 wheel drive.
BRAKES	Service brakes: servo assisted, hydraulically activated, self adjusting, oil immersed multi-disc type on front axle. Parking brake: hand operated disc brake on output of gearbox.
ELECTRICAL	12 v negative ground, 130 AH battery, 95 amp alternator. Reverse alarm.
INSTRUMENTS	Audio-visual warning system for: coolant temperature, engine oil pressure, air cleaner, battery charge, transmission oil temperature and pressure, water in fuel and DEF. Engine speed indicator, engine temperature, fuel gauge, clock and lateral inclinometer. All time display hour meter, visible from outside the cab.
STEERING	Hydrostatic power steering. Three steer mode options: front wheel steer, all wheel steer and crab steer operated from in the cab by a selection lever.
CAB/CANOPY	Quiet, safe and comfortable cab/canopy conforms to ROPS ISO 3471 and FOPS ISO 3449. Available as safety frame or fully enclosed. (Right hand side and rear window standard on canopy.)
CONTROLS	Oil servo joystick to lift, extend and tilt. Direct acting mechanical levers on sway and auxiliary. Tilt adjustable steer column with stalk control of powershift change and forward/reverse shuttle. Throttle and brake pedal. Adjustable seat with adjacent park brake.
BOOM	4 section boom with a max lift height of 56', hydraulic parallel lift, max lift capacity of 12,000 lbs. 'U' pressing design, made from high tensile steel. Low maintenance, hard wearing pads.
HYDRAULICS	Variable displacement pump, open center system. 29 gpm, 3,770 psi operating pressure. Single auxiliary hydraulic service on boom.
WARRANTY	2 years or 2000 hours full coverage warranty (please see the machine warranty certificate for details).





Standard Equipment

LIVELINK

5 year subscription allows for enhanced machine security, improved service monitoring and modernized fleet.





Features and Benefits

Standard Equipment and Features & Benefits related to this product are subject to change without notice

Safety	A construction Loadall has hose burst check valves (HBCVs) to protect the rams from collapse in the event of a hose failure.
Versatility	A construction Loadall has three selectable steer modes. There's two wheel steer, which is ideal for travelling a high speed on the road; four-wheel steer for working in tight spaces; and crab steer for maneuvering close to walls and buildings.
Safety	For quick, easy and safe access, JCB Loadall operators maintain three points of contact when entering or exiting the machine.
Serviceability	Diesel and DEF tanks are filled from ground level and include built-in pre-filters in the filler necks to guard against dirt and contaminants.
Durability	JCB telehandlers undergo a stringent testing program that includes thousands of transmission cycles and prolonged high-stress loading of the chassis, boom and other key components.
Single, lift and place, joystick	Proportional and easy to operate; ergonomic design for operator comfort
Frame sway control	Level machine and the load when working on uneven terrain
Three steering modes	Select 2W, 4W or Crab steering to maneuver around any jobsite obstacles
Chassis mounted stabilizers	For added stability and capacity for larger loads
Quick attach coupler with single auxiliary port	Easy to use single pin to change out attachments; auxiliary port for moving attachments like side-shift or side-tilt or fork positioning
U-Shape boom with overlapping sections	Superior boom strength with less welds and less stress points
JCB EcoMAX engine	Specifically built by JCB for JCB - 74HP option requires no after treatment for lower cost of ownership and maintenance





Features and Benefits

Boom mounted lift hook

Fully integrated into the boom nose, provides convenient and approved location for suspended loads

Rear axle stabilization

Dual RAS improved stability while lifting loads

Nylacast boom wear pads and waxoyl dry lubricant

Excellent wear characteristics; dry lubricant does not collect abrasives





Prepared For:
Adam Tate
CITY OF POST FALLS
POST FALLS ID 83854

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Dealer Information
Norlift JCB
512 N. Fancher
Spokane WA 99211
phone:(509) 535-1776
fax:(509) 535-0066
www.norlift.com

Prepared By:
AARON MARSDEN
aaronm@norlift.com
mobile:
Quote Date: 03/06/24
Valid Until: 01/28/24
Quotation Reference: 401627

Model: 512-56

Qty: 1

Equipment Description

512-56, T4F 74HP - N AMERICA ONLY
GALAXY 17.5-25 XLW 16PR TREAD B UNBALLASTED
SERVO: SINGLE LEVER, 1 AUX, PLACING PATTERN 510 512 514
CAB BUILD: STEEL LOWER DOOR INCLUDES AIR CONDITIONING
Vinyl suspension seat fixed back with 2 inch seatbelt (For canopy)
TOOLCARRIER QUICKHITCH
Operators Manual - English
Road lights - Headlights turn signals stop / tail lights and reverse lights
FRONT AND REAR WORKLIGHTS
Strobe light
60 x 6 x 2 in. PALLET FORKS 12K (500M230)
72 inch STANDARD CARRIAGE, 12K (500M243)
FACE FAN OPTION T4F
Radio ready - Speakers antenna wiring - NO RADIO
Engine block heater

Equipment List Price	\$237,517.00
Total Customer Sourcewell Discount (20%)	-\$46,503.40
Discounted Price Before Freight	\$186,013.60
Inbound Freight	+\$9,907.00
Delivery	+\$3,854.40
Customer Total	\$199,775.00

Notes: 2YR/2,000HR WARRANTY (DOES NOT INCLUDE TRAVEL OR CARTAGE)
EQUIPMENT SUBJECT TO AVAILABILITY

Customer Acceptance: _____

Date _____

Dealer _____

Date _____



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Seale, Community Development Director
SUBJECT: Resolution - Fair Housing

ITEM AND RECOMMENDED ACTION:

Staff recommends the City Council approve the resolution memorializing the City's commitment to Fair Housing.

DISCUSSION:

It has been a commitment by the City to support Fair Housing and those that may face discrimination. This could include discrimination on the basis of race, color, religion, sex, national origin, handicap, or familial status. The last time a Fair Housing Resolution was in front of Council was in 2011. Certain grant opportunities require a resolution be passed at least every five (5) years.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Fair Housing Resolution 11-09 previously took effect June 7th, 2011.

APPROVED OR DIRECTION GIVEN:

Approved in 2011

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

n/a

BUDGET CODE:

n/a

ATTACHMENTS:

1. Fair Housing Resolution

RESOLUTION NO. 24-[Category]

FAIR HOUSING

LET IT BE KNOWN TO ALL PERSONS OF the City of Post Falls that discrimination on the basis of race, color, religion, sex, national origin, handicap, or familial status in the sale, rental, advertising, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law) and the Fair Housing Amendments Act of 1988.

It is the policy of the City of Post Falls to encourage equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, handicap, or familial status. Therefore, the City does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, handicap, or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City shall publicize this Resolution and through this publicity shall encourage owners of real estate, real estate brokers and sellers, rental owners, rental property manager, lenders, developers, builders, home buyers, and renters to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID FAIR HOUSING PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing assessment; and 5) declaring April as Fair Housing Month.

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

PASSED by the City Council on the ____ day of February, 2024, and

APPROVED by the City Council on this _____ day of February 2024.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

AYES:

NAYES:

ABSENT:

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 3/19/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl, Utility Manager
SUBJECT: 2023 WRF Compliance Update

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