



**CITY COUNCIL
MEETING AGENDA**

**May 6, 2025
6:00 PM**

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

WORKSHOP – 5:00 pm 2nd Floor Conference Room

- a. City of Post Falls Transportation Master Plan

REGULAR MEETING – 6:00 pm City Council Chambers

The regular agenda is scheduled to start at 6:00 PM, but may start earlier depending on the completion of any preceding workshop.

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

**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 – April 15, 2025, City Council Meeting
- b. Accounts Payable 4.2.25-5.7.25

- c. Killdeer Annexation Grant of Rights-of-Way and Easements (ANNX-24-4)
- d. Killdeer Meadows Master Development Agreement (SUBD-24-8)
- e. Request to Dispose of a 2003 Toyota Forklift (S345)
- f. Grant of Easement - Prairie Crossing Sewer
- g. 7-Eleven Pleasant View & Seltice Grant of Rights-of-Way and Easement (SPR-24-27)
- h. North Place East 3rd Addition Construction Improvement Agreement

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Public Hearing on Fee Increases and New Fees

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. Construction Agreement for Warren Field Park Road Frontage Improvements
- b. Ordinance - Killdeer Annexation (ANNX-24-4)
- c. Public Works Operations Center
- d. C-PACE Financing Program
- e. Impact Fee Study Phase One Report
- f. Memorandum of Understanding with City of Rathdrum for The Seltice Way Rehabilitation Project
- g. Seltice Way Rehabilitation - Contract Amendment with JUB Engineers

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. Construction Improvement Agreement – Montrose Sports Complex
- b. Montrose Park Impact Fee Amendment
- c. Declaration of Intent to Exchange Real Property - SW Corner of Mullan Ave. and Lincoln St.
- d. 2025 Chip and Fog Seal Contract - Poe Asphalt
- e. Police Department Parking Lot Improvements

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 N. 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, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT
WORKSHOP – 5:00 pm 2nd Floor Conference Room
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, City Engineer
SUBJECT: City of Post Falls Transportation Master Plan

ITEM AND RECOMMENDED ACTION:

Update on the Transportation Master Plan. No action required.

DISCUSSION:

In 2023 the City commenced an update to the Transportation Master Plan (2017). This meeting will review new findings and data and seek guidance and feedback from the City Council in preparation for the 2nd Open House and the formation of transportation mitigation projects through 2045. This presentation will include results from the 1st Open House, Public Survey Results, and a review of the existing conditions along with the "No-Build" projections of system operations in 2030, 2035 and 2045.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

April 18, 2023 - Professional Services Agreement with JUB Engineering to perform Transportation Master Plan update

APPROVED OR DIRECTION GIVEN:

Approved to commence Transportation Master Plan update

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The Transportation Master Plan, when adopted, will guide roadway development and determination of impact fees for the Transportation system.

BUDGET CODE:

N/A

ATTACHMENTS:

1. ElectedOfficialsWorkshopPresentation

Elected Officials Workshop
May 6th, 2025

POST FALLS TRANSPORTATION MASTER PLAN

INTRODUCTIONS

Technical Advisory Group

- Robert Palus, Post Falls City Engineer
- Ross Junkin, Post Falls Public Works
- Robbie Quinn, Post Falls Parks Planner
- Nathan Ziegler, Post Falls City Council
- Chris Bosley, Coeur d'Alene City Engineer
- Michael Lenz, Post Falls Highway District
- Jon Manley, Post Falls Planning Manager
- Ali Marienau, KMPO

Consultants

- J-U-B Engineers, Inc.
 - Jay Hassell, Project Manager
 - Riannon Zender, Traffic Engineer
 - Chris Yake, GIS Specialist
- The Langdon Group
 - Hannah Anderson, Public Involvement Lead



MEETING GOALS

Goals:

- Review New Findings and Data
- Receive guidance and feedback from elected officials on material presented
- Prepare for Open House 2

TAG ROLE



Guidance: At beginning, middle, end of project



Perspective: Local and professional knowledge



Review: Draft materials



Feedback: Give input to the City and Consultants

TAG RECAP

- List of Maps and Data
- Agenda



PROJECT WEBSITE



PUBLIC SURVEYS



SOCIAL MEDIA
AWARENESS



OPEN HOUSES



INFORMATIONAL
MATERIALS



GOAL VERIFICATION
AND ADOPTION
PROCESS

PUBLIC INVOLVEMENT PLAN

INFORMATIONAL MATERIALS

Social Media: “Did you Know?” series

Project Flier

Project Website



THE CITY OF POST FALLS IS UPDATING THEIR TRANSPORTATION MASTER PLAN TO IMPLEMENT NEW DATA AND GROWTH PROJECTIONS.

- Transportation Master Planning is a comprehensive process that evaluates the efficiency and safety of a transportation network.
- Communities analyze existing transportation systems to determine and prioritize key projects, policies, and programs.
- This process creates a document that sets a plan for the next 5 years and forecasts needs for the next 20 years.

Why are we updating the Transportation Master Plan now?

- It is standard practice to update Transportation Master Plans every 5-10 years.
- The Plan will identify priority roadways and intersections for improvements.
- The City last updated the Plan in 2017, using data from 2014 for traffic and growth projections.

What are the Goals for the Transportation Master Plan?

- Evaluate new traffic and growth data.
- Incorporate community feedback and values.
- Create a list of community transportation needs.



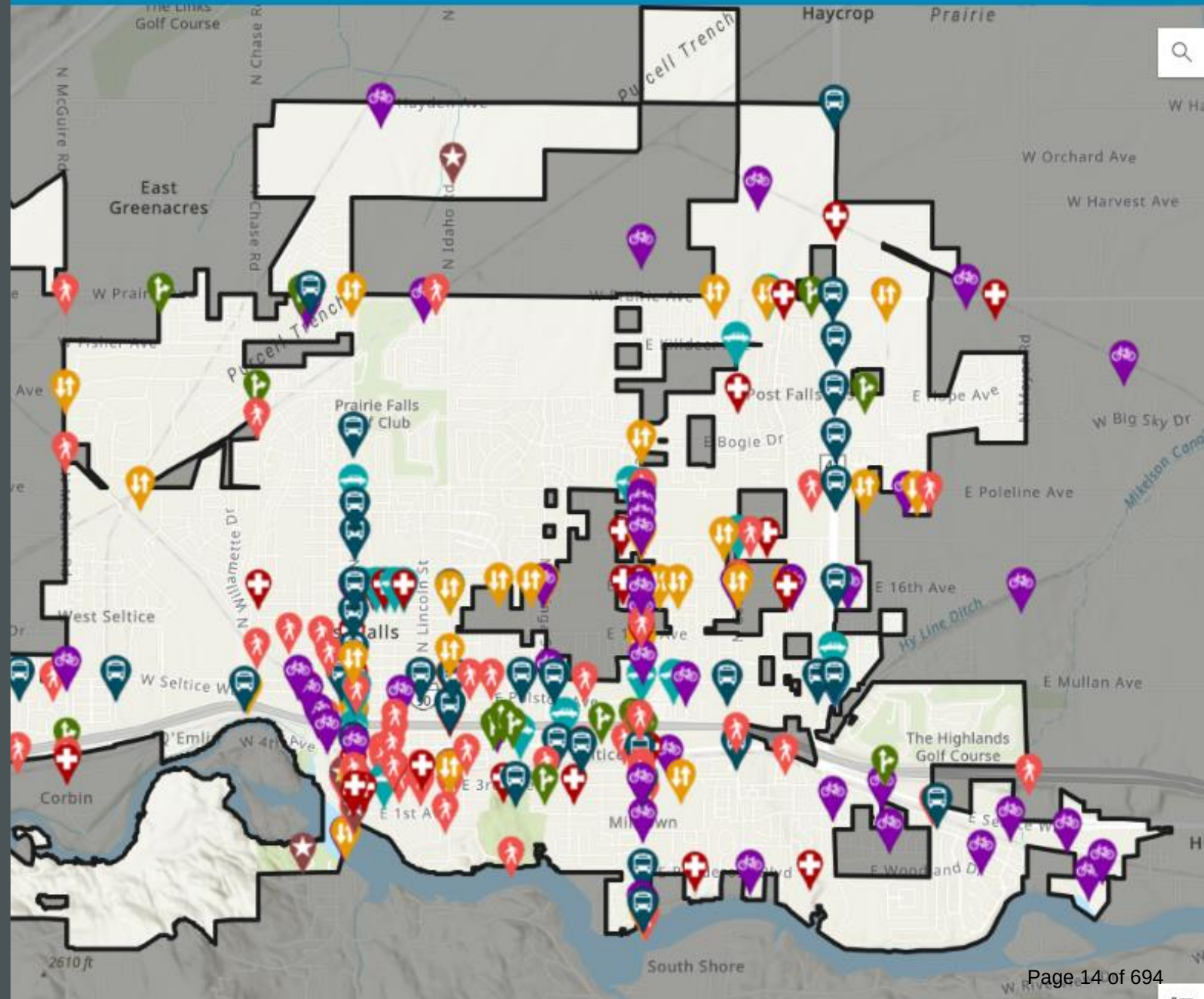
OPEN HOUSE #1

- November 14th, 2023
 - 4:00 pm – 7:00 pm
- ACTIVITIES
 - Survey
 - Dot voting on 2025 Plan Goals
 - Feedback Comment Cards
- ADVERTISING
 - Websites (City and Project)
 - Social Media
 - CDA Press
 - Direct Invitations
- PARTICIPANTS
 - 20 Members of the Public
 - Over 100 Virtual Attendees



PUBLIC SURVEYING

- 3P Visual Comment Map
 - Location specific
 - Areas of incident
 - Congestion
 - Transit
 - 330 Comments
- Traditional Survey
 - Content Specific
 - Big picture
 - Goals, values, vision
 - 133 Responses



MID-POINT PI SUMMARY

- General thematic summary of feedback thus far through survey and open houses, etc.

PI NEXT STEPS:

- Open House #2
 - TBD

DATA / FINDINGS

- Review Existing Conditions Map
- Review 2030 No-Build
- Review 2035 No-Build
- Review 2045 No-Build

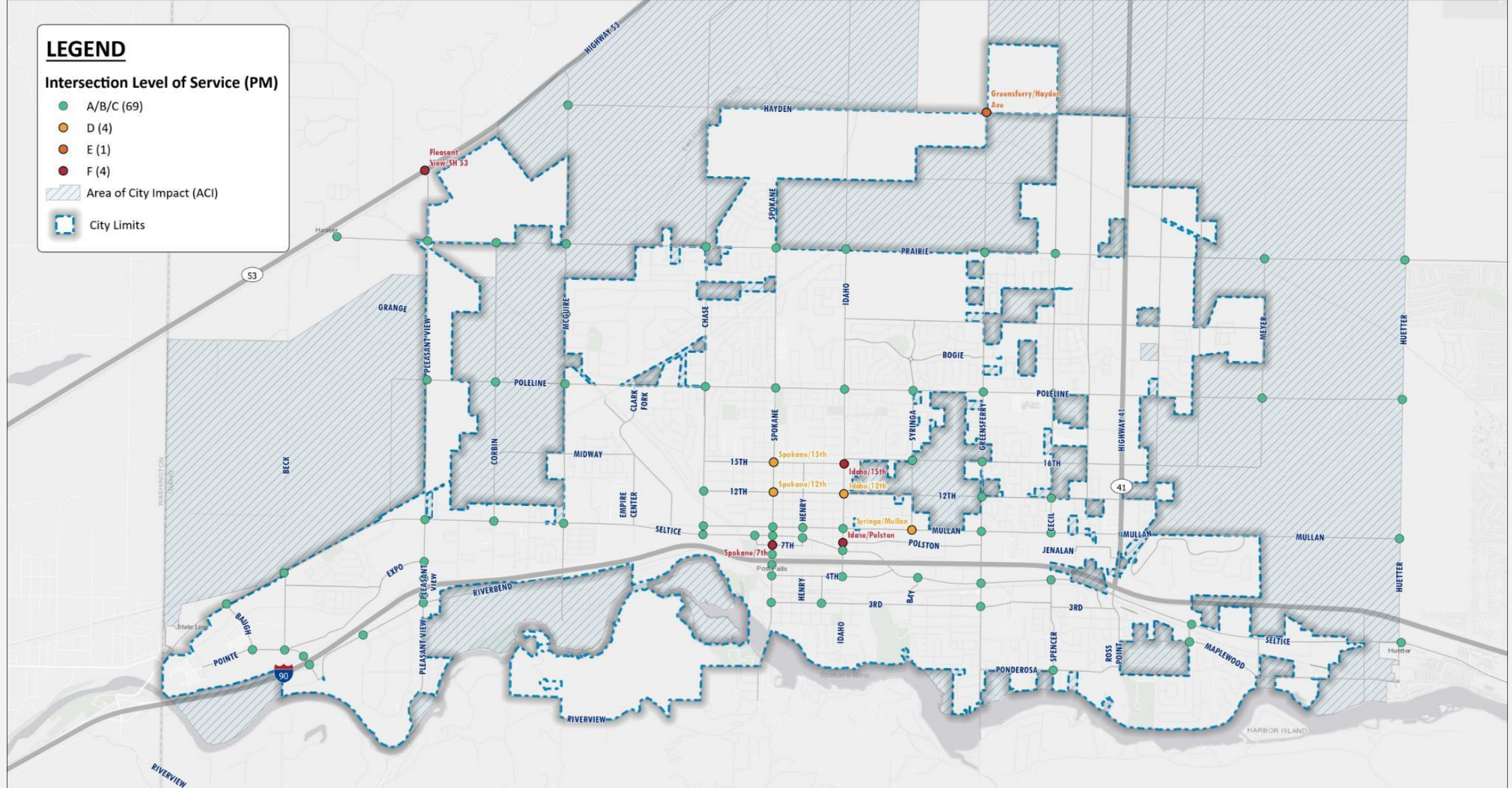
LEGEND

Intersection Level of Service (PM)

- A/B/C (69)
- D (4)
- E (1)
- F (4)

▨ Area of City Impact (ACI)

▭ City Limits



EXISTING INTERSECTION LOS (PM)

Post Falls Transportation Master Plan



J-U-B FAMILY OF COMPANIES



THE
LANGDON
GROUP



J-U-B ENGINEERS, INC.



GATEWAY
MAPPING
INC.

*Level of service (LOS) is a qualitative measure used to relate the quality of motor vehicle traffic service. Intersection LOS is defined in terms of the average total vehicle delay of all movements through an intersection.



LEGEND

Segment LOS

Peak Hour Two-Way LOS

B or Better (8)

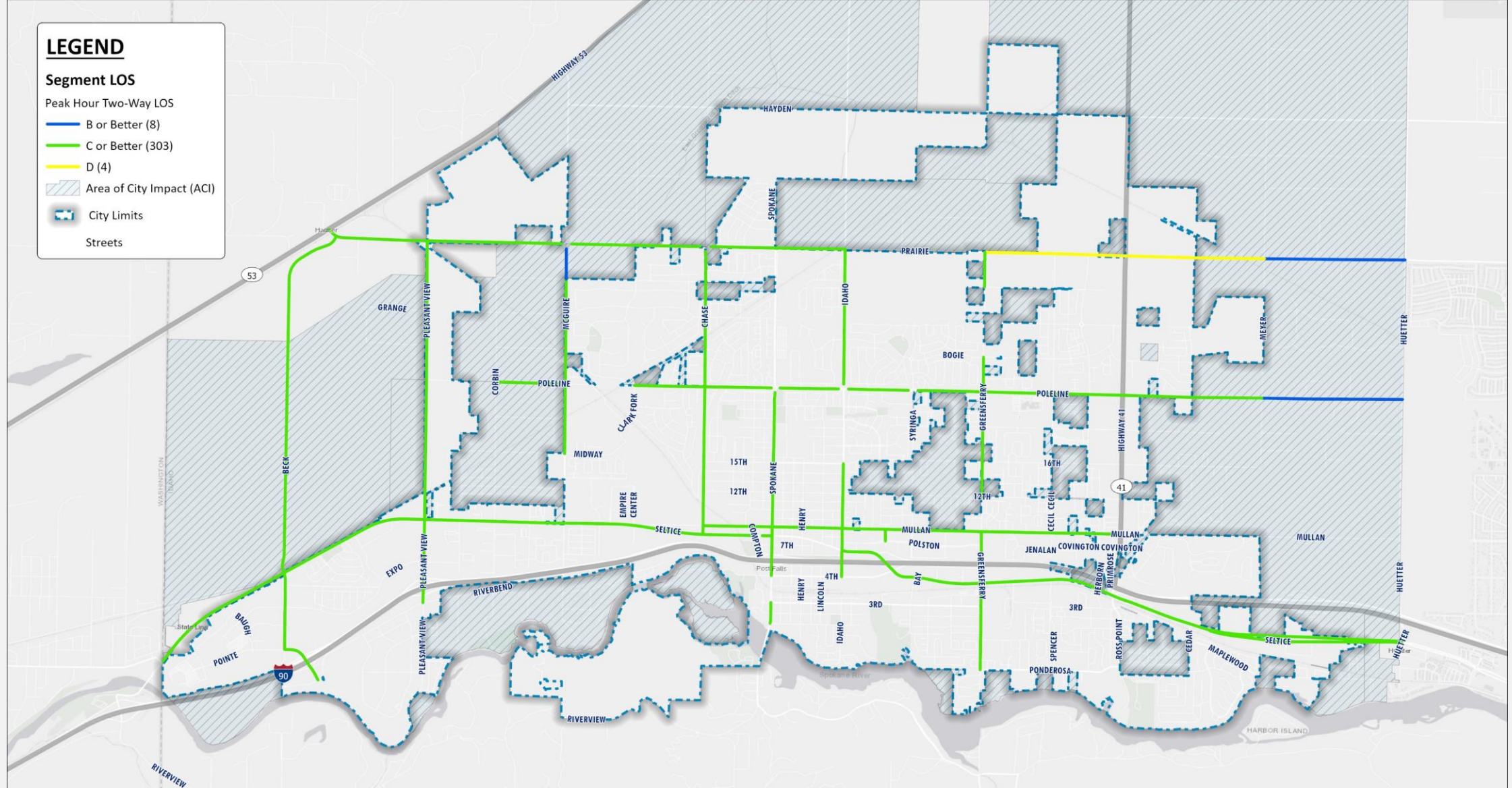
C or Better (303)

D (4)

Area of City Impact (ACI)

City Limits

Streets

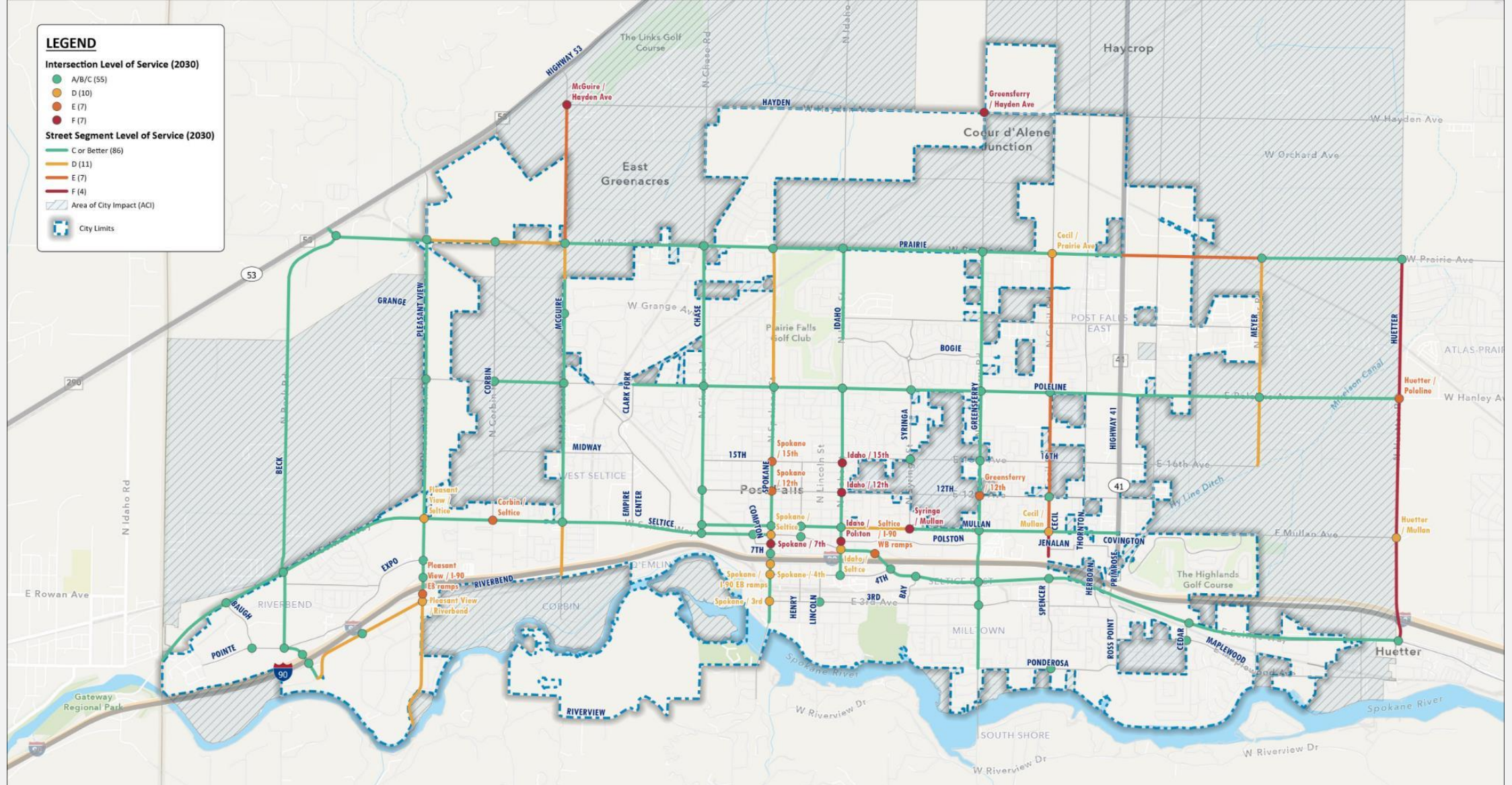


EXISTING PEAK HOUR TWO-WAY LOS (PM)

Post Falls Transportation Master Plan



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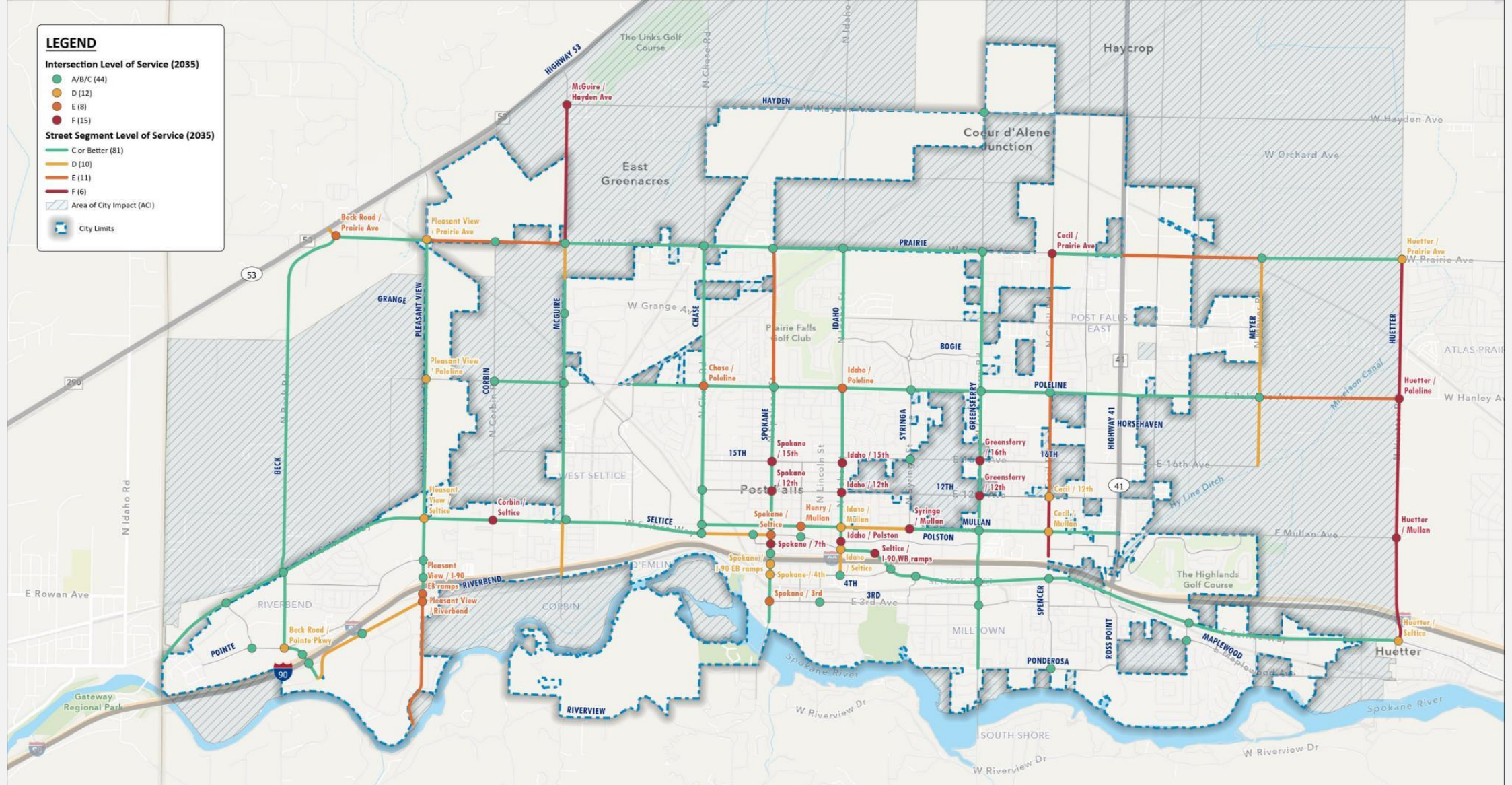
2030 INTERSECTION LOS (PM)

Post Falls Transportation Master Plan



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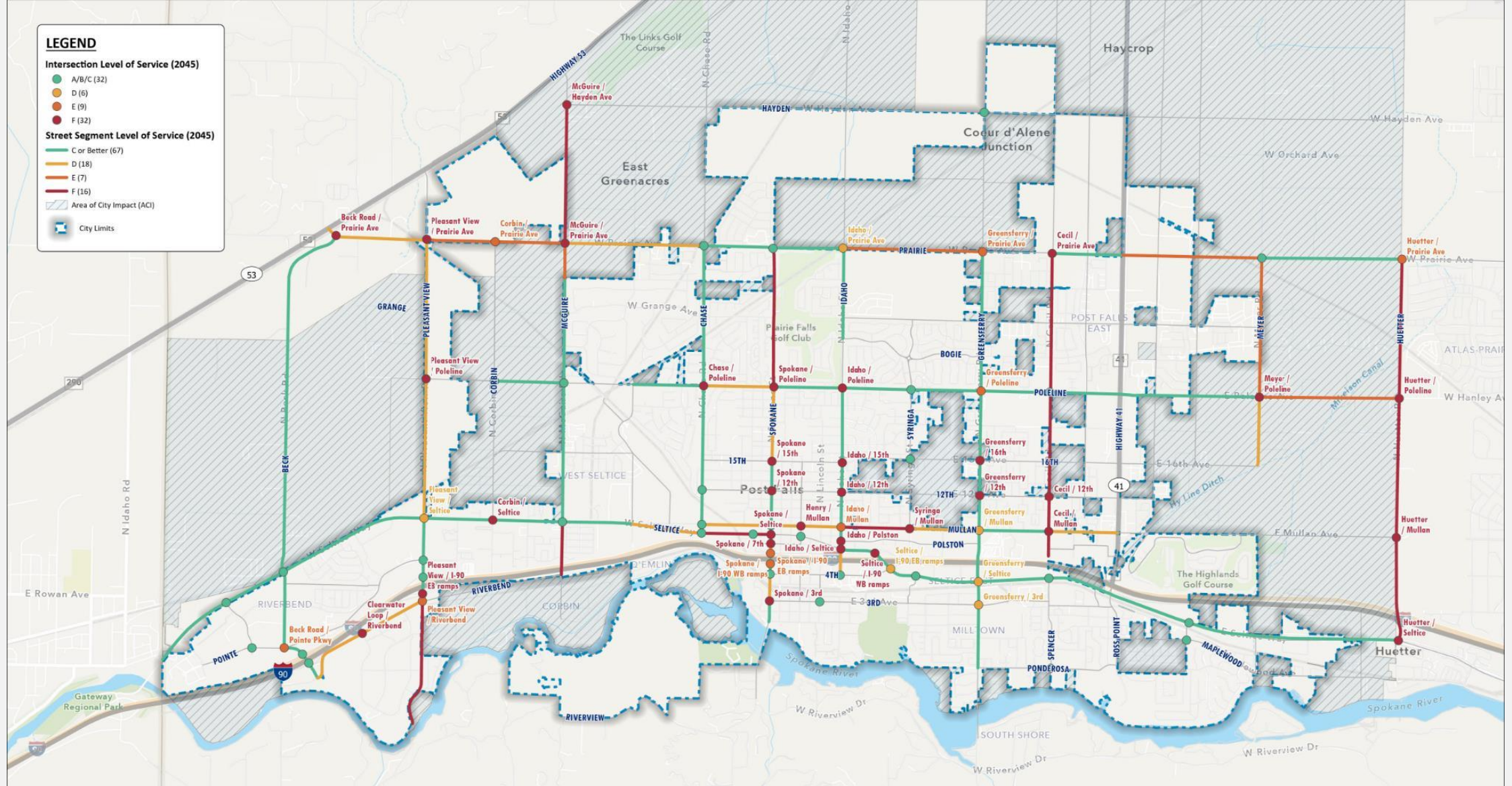
2035 INTERSECTION LOS (PM)

Post Falls Transportation Master Plan



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2045 INTERSECTION LOS (PM)

Post Falls Transportation Master Plan



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DATA / FINDINGS

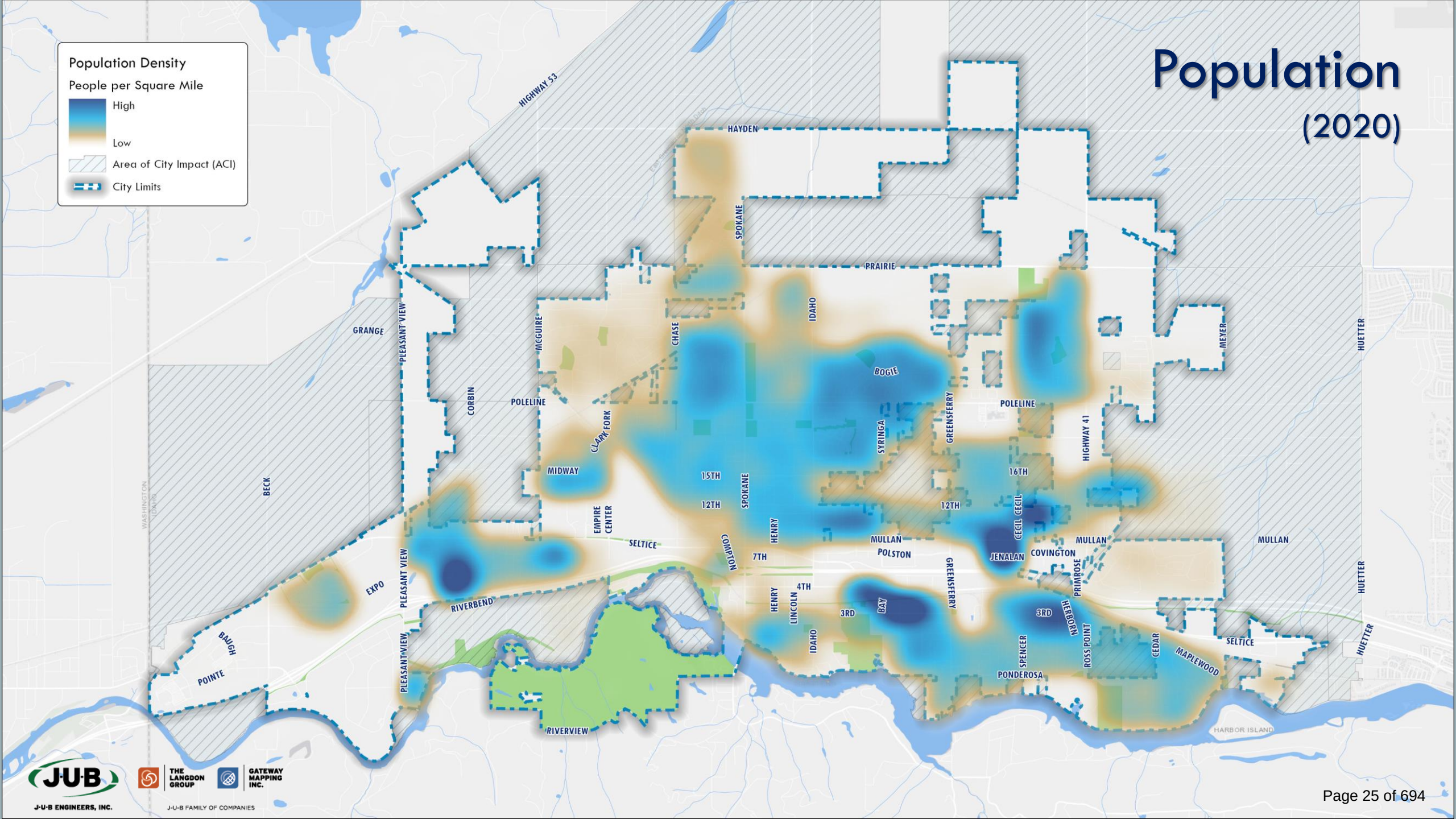
- Review Proposed Mitigation for Deficiencies

MULTIMODAL EVALUATION CRITERIA

- **Density:**
 - population density
 - employment density
- **Mix of Uses:** neighborhood serving retail and services
- **Demographics:** low vehicle ownership (0-1 car households)
- **Public Comments:** areas of concern/interest
- **Urban form:** pedestrian scale grid of blocks
- **Sidewalks & bicycle routes:** network connectivity

Population (2020)

Population Density
People per Square Mile



Population (2040)

Area of City Impact (ACI)

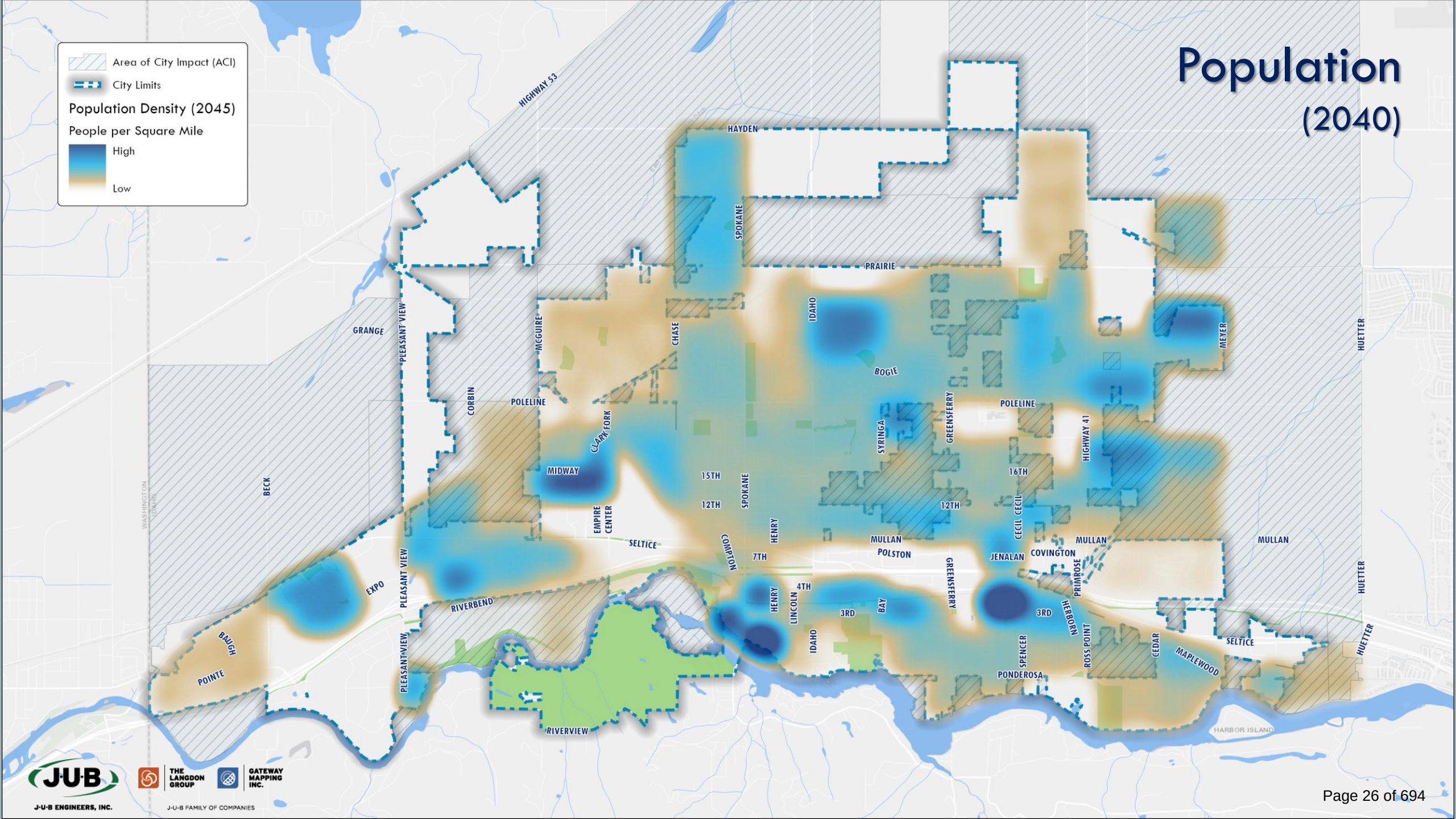
City Limits

Population Density (2045)

People per Square Mile

High

Low



Employment Density (2020)

Employees per Square Mile

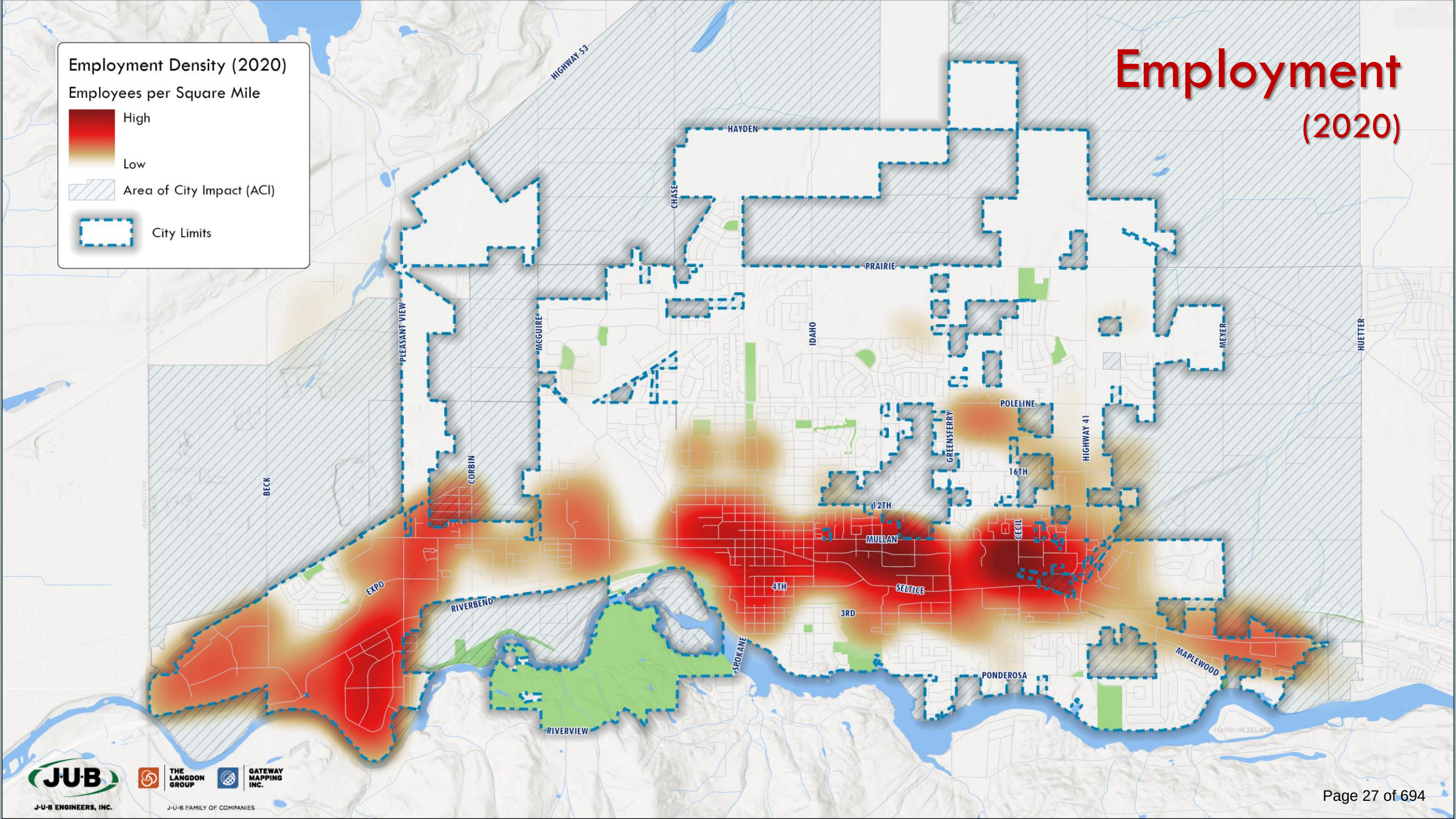
High

Low

Area of City Impact (ACI)

City Limits

Employment (2020)



Employment Density (2045)

Employees per Square Mile

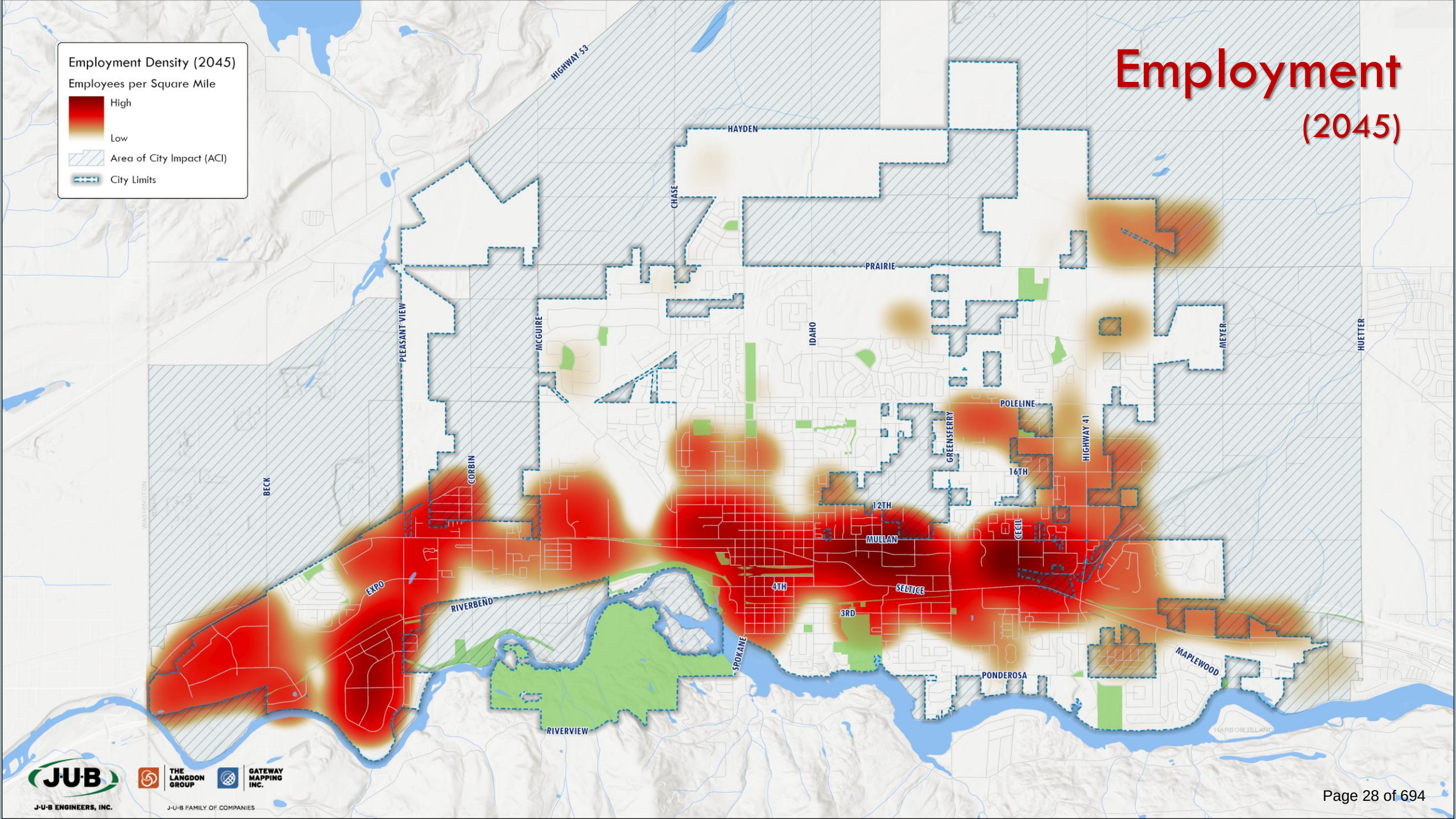
High

Low

Area of City Impact (ACI)

City Limits

Employment (2045)



Mixed Use (2020)

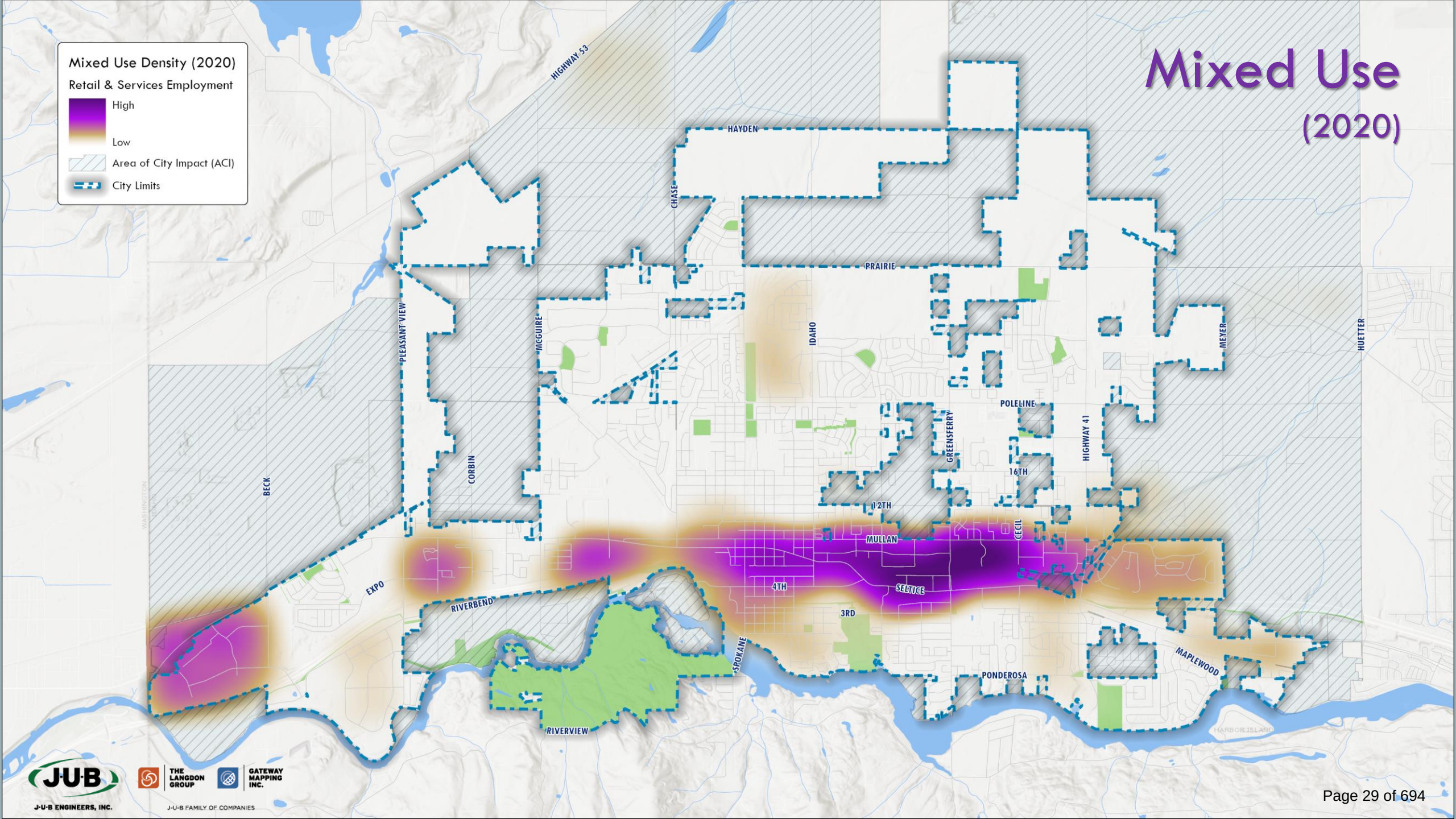
Mixed Use Density (2020)
Retail & Services Employment

High

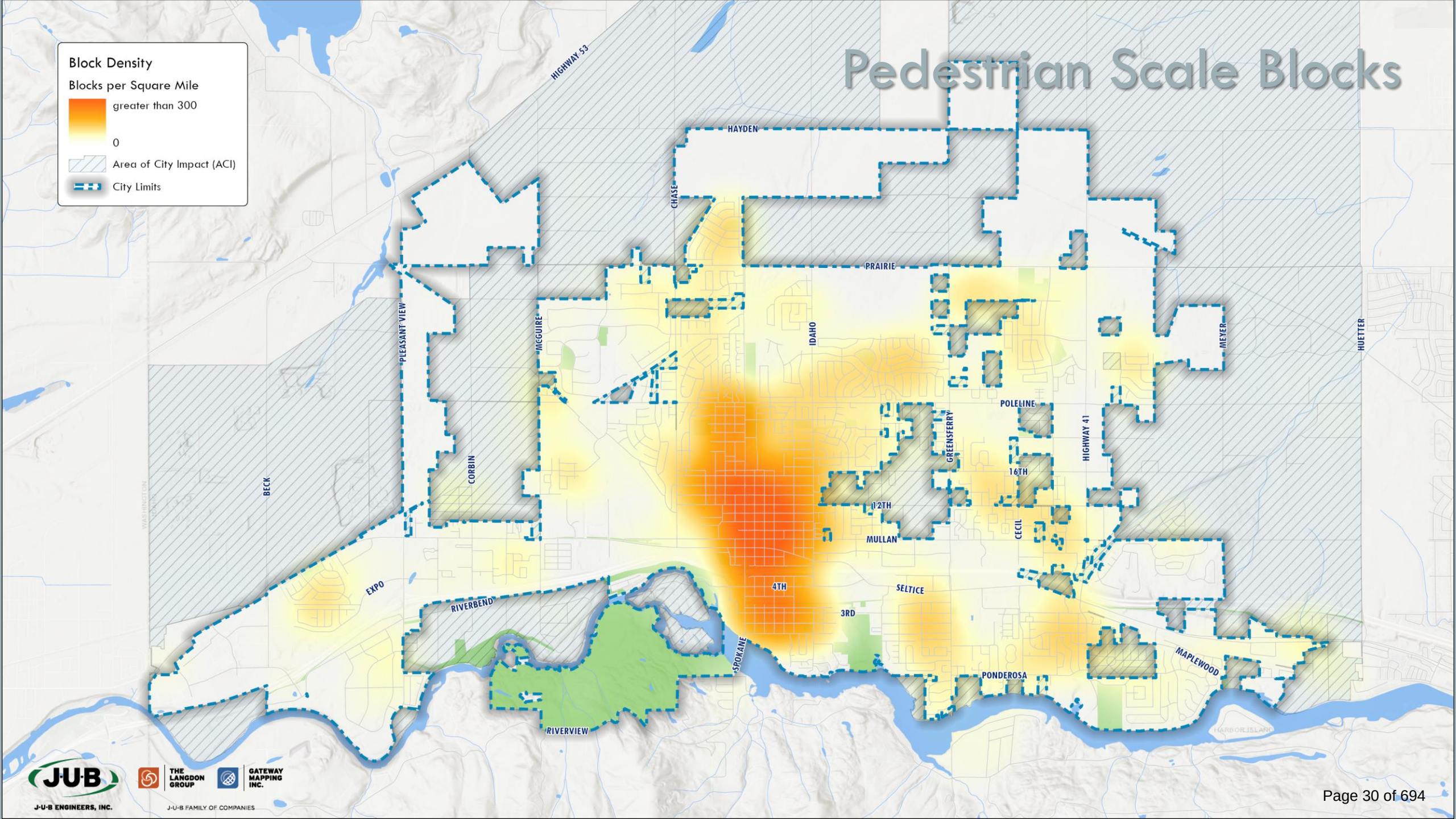
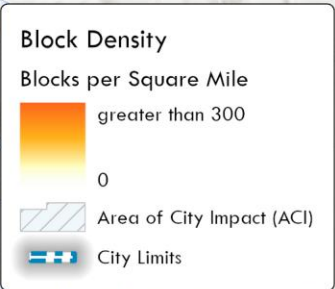
Low

Area of City Impact (ACI)

City Limits



Pedestrian Scale Blocks



Sidewalk Density

Facilities per Square Mile

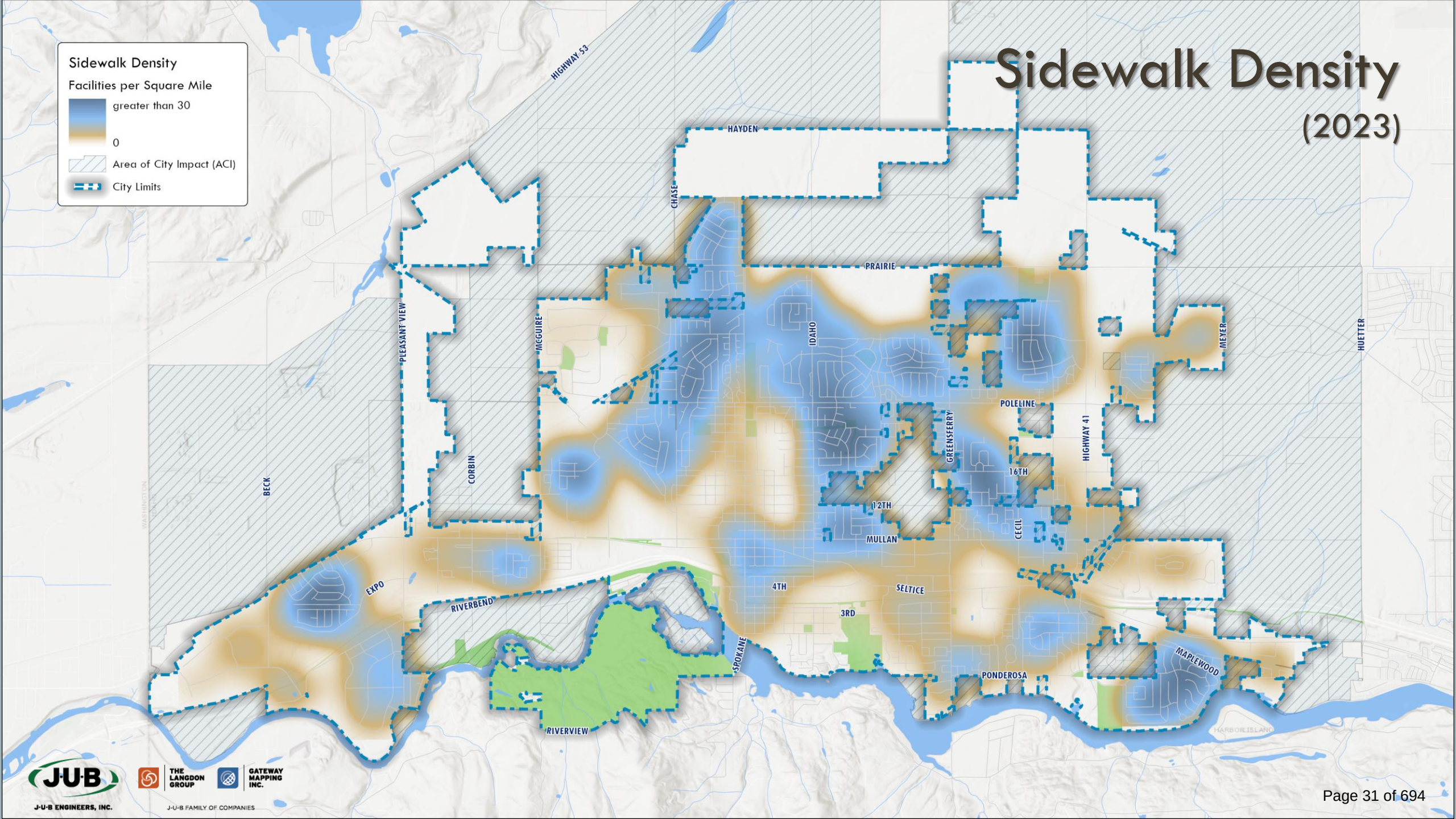
greater than 30

0

Area of City Impact (ACI)

City Limits

Sidewalk Density (2023)



Bicycle Network Density (existing)

Facilities per Square Mile

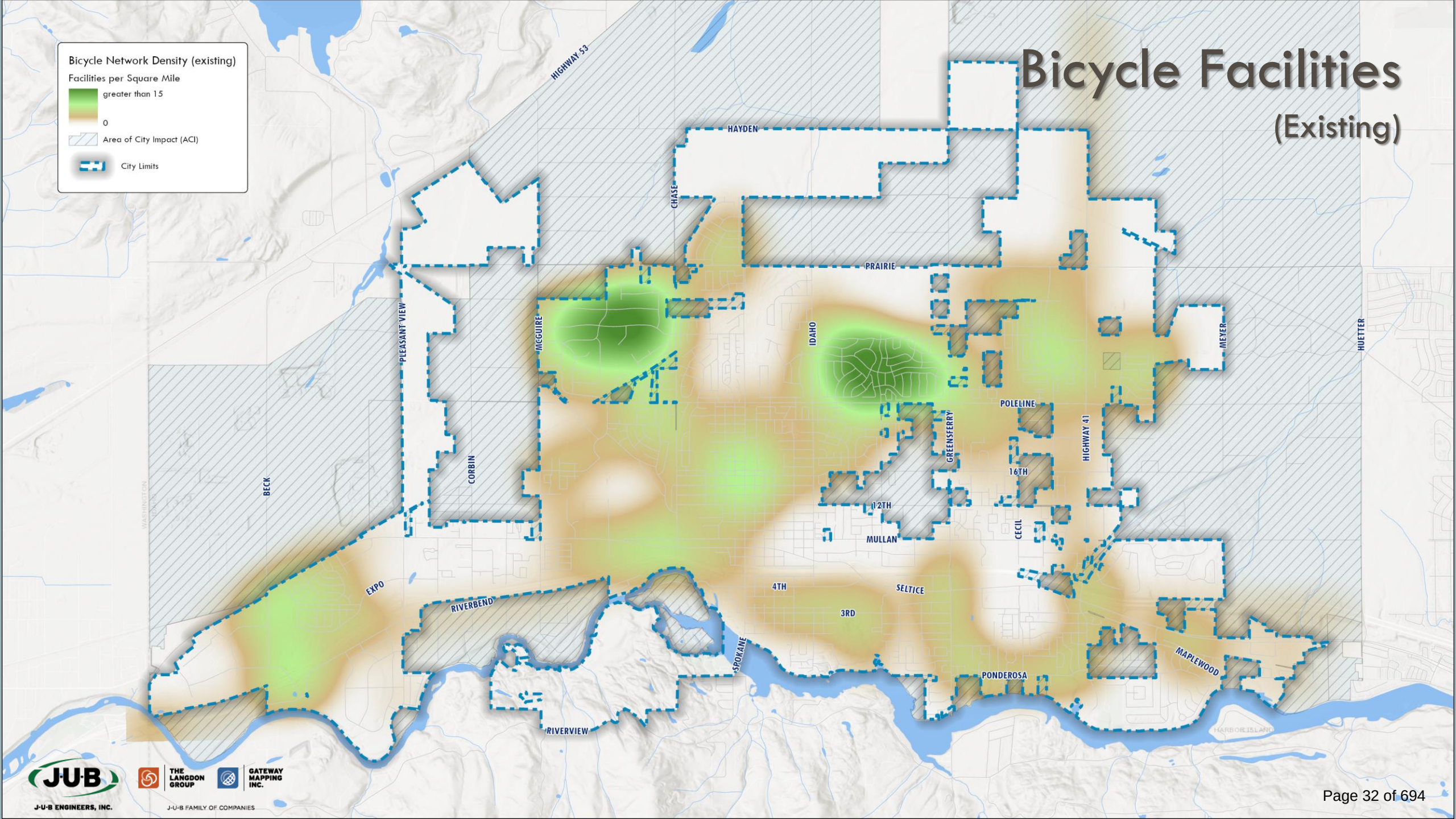


Area of City Impact (ACI)

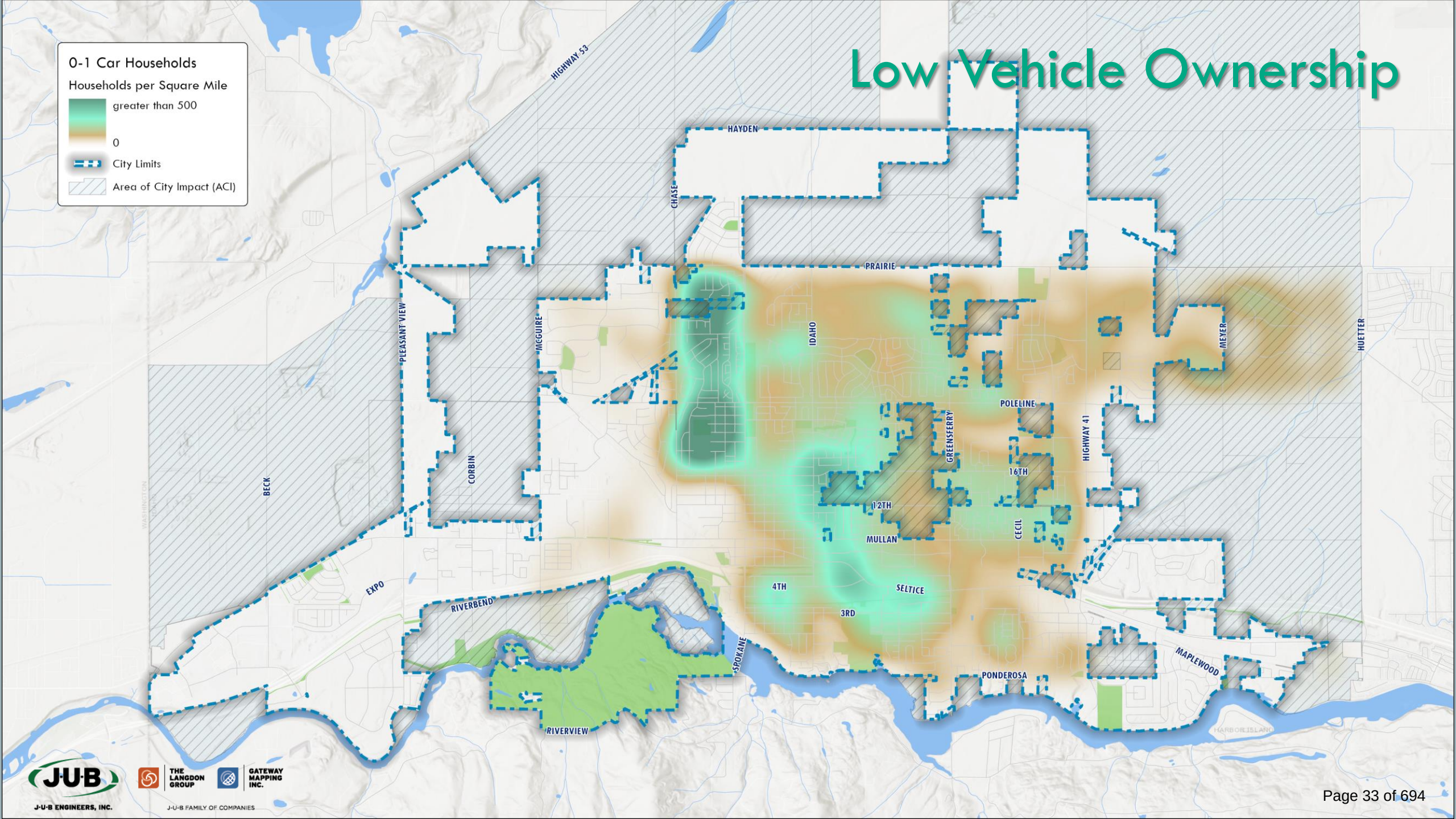
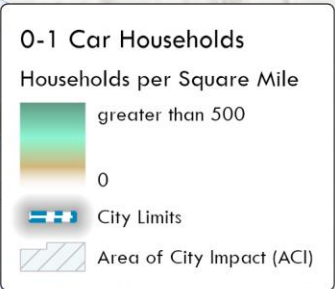
City Limits

Bicycle Facilities

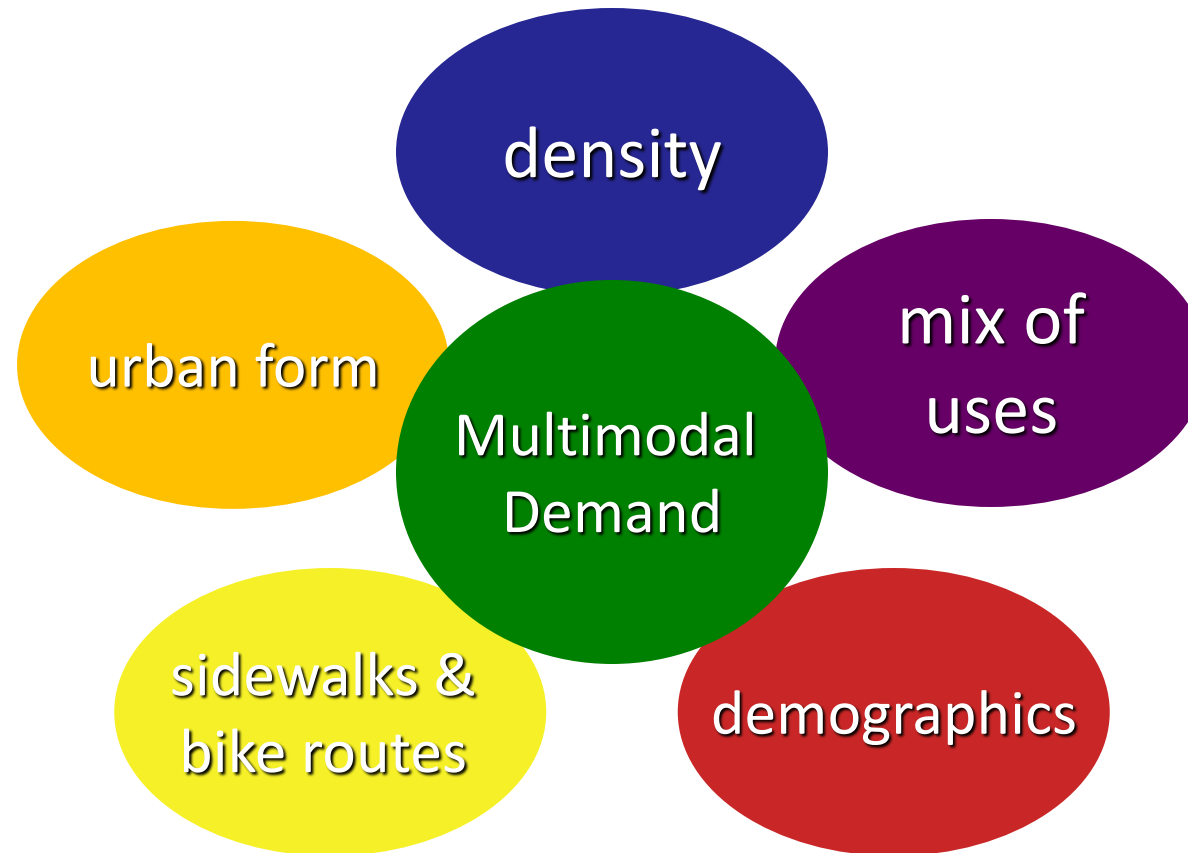
(Existing)



Low Vehicle Ownership



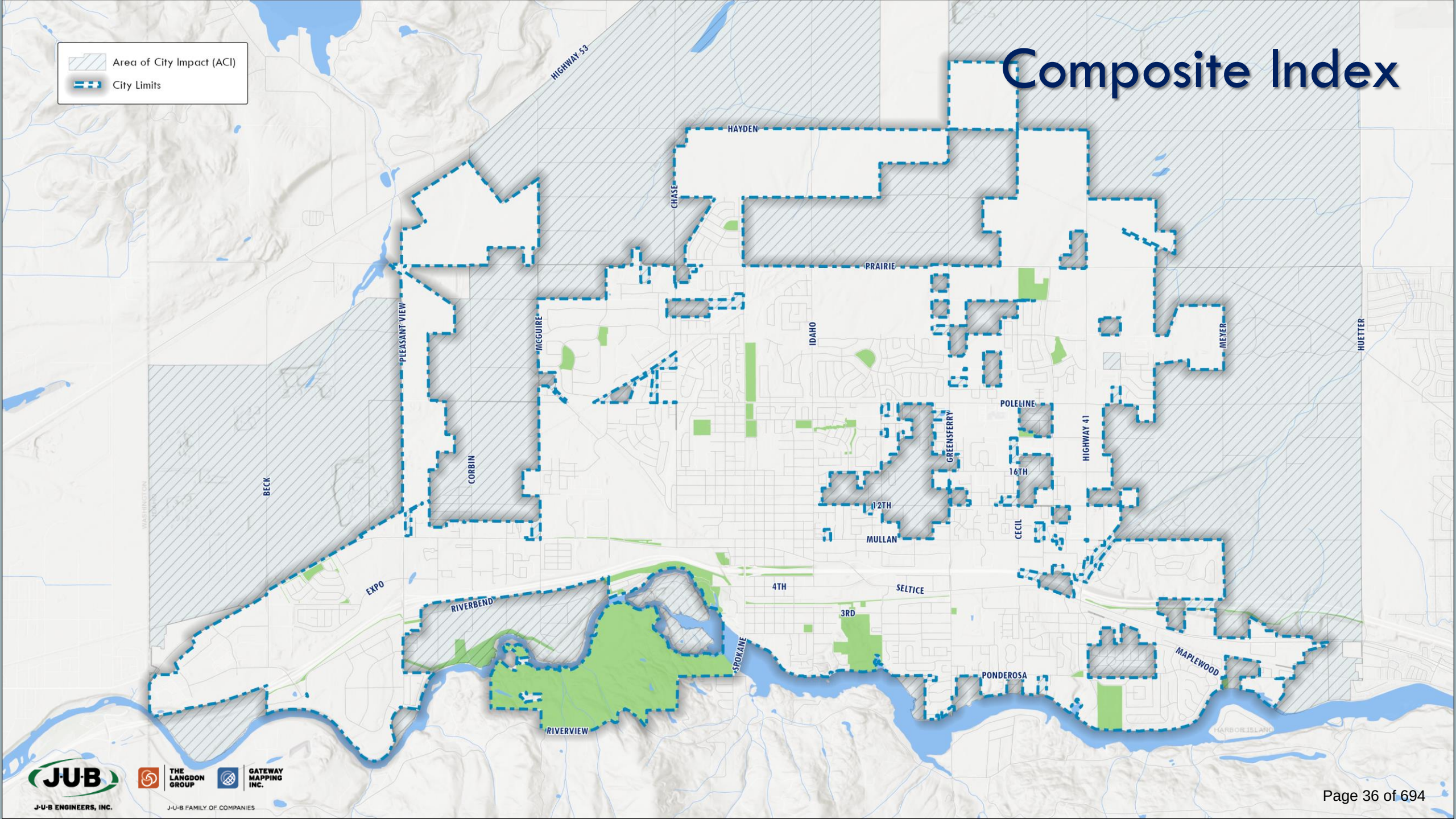
Composite Multimodal Score



Composite Index

Area of City Impact (ACI)

City Limits



Composite Multimodal Score

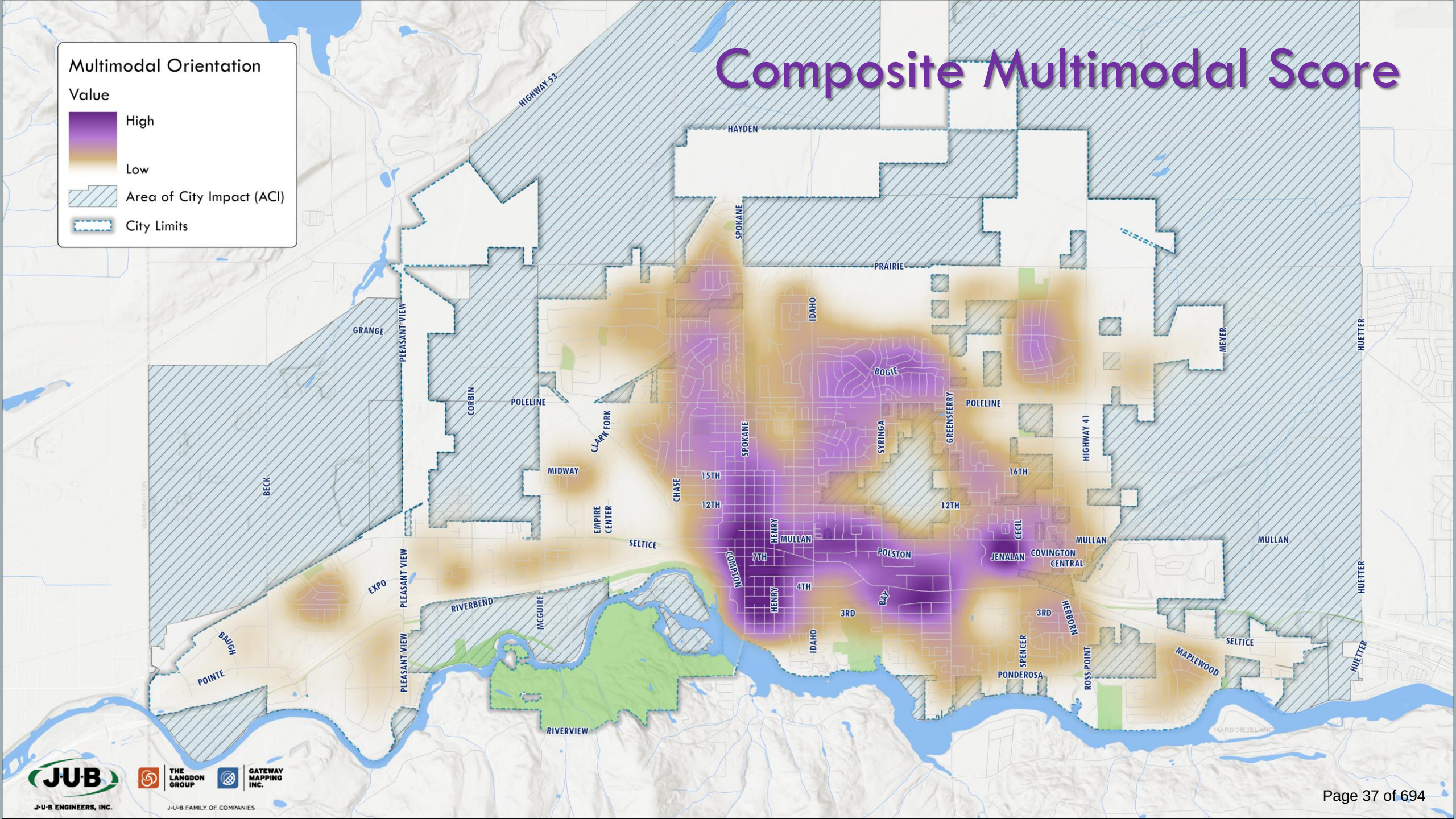
Multimodal Orientation

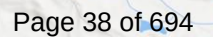
Value



Area of City Impact (ACI)

City Limits



 City Limits



NEXT STEPS

QUESTIONS?



**CITY COUNCIL
MEETING MINUTES**

**April 15, 2025
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Pleasant View Urban Renewal District Discussion and Discussion of Existing and Potential Districts

Reason for Pleasant View District: Project Drive's HQ and service building project. Crystal Creek's development project. Post Falls School District property infrastructure needs. Higher quality industrial development with access to infrastructure. Protecting three aquifer.

What has changed: Project Drive is on long-term hold. District revenue projections have decreased by 61%. Did not secure RAISE Grant funds. Infrastructure costs have increased. School District short-term needs have changed.

New Financial Scenarios: Required infrastructure ranges from \$6.6 to \$11.1 million. Projected revenue decreased from 2021 to 2025 from \$38.6M to \$15.2M, a drop of \$23.4M, or 61%. Most of the reduction is explained by the change in the levy rate. Total infrastructure costs as estimated by Welch Comer, incorporating standard cost escalations, are \$11.6M in the base case. As of the 2025 update, the district is projected to generate a surplus of \$3.6 million, after revenues of \$15.2 million and costs of \$11.6 million.

Future Actions: No city-led projects, seek other partners to lead construction. Close the district. Build something at a loss with a chance of payoff. Build something smaller.

REGULAR MEETING – 6:00 pm City Council Chambers

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CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis
Steigleder, Malloy, Ziegler, Westlund, Davis - Present
Plew - Excused

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

- a. Arbor Day Proclamation
- b. Idaho Gives Proclamation

- c. Military Caregivers Proclamation
- d. Military Child Month Proclamation
- e. Appointment of Devon Braithwaite to the Parks and Recreation Commission - **ACTION ITEM**

Motion by Malloy to approve the appointment of Devon Braithwaite to the Parks and Recreation Commission.

Second by Ziegler.

Vote: Davis-Aye, Ziegler-Aye, Westlund-Aye, Steigleder-Aye, Malloy-Aye

Motion Carried

The City of Post Falls has received the Distinguished Budget Presentation Award from the Government Finance Officers Association for the 11th consecutive year. This award reflects our ongoing commitment to transparency and excellence in financial planning. Congratulations to Jason and our Finance team for their outstanding work.

Our annual Easter Egg Extravaganza is this Saturday, April 19th, at Q'emiln Park. Egg hunts are scheduled by age group starting at 1 pm, with chances to find gold ticket prizes hidden in the eggs. Bring your baskets and don't miss your photo with the Easter Bunny - rain, snow, or shine! Visit the City's website at postfalls.gov for more details.

Post Falls has once again been named a Tree City USA by the Arbor Day Foundation. This marks the City's continued dedication to urban forestry and environmental stewardship. Thank you to our Urban Forester, Preston, and his team, for helping keep our community green.

To celebrate Arbor Day, the City is hosting an Arbor Day Celebration on April 26th at Tullamore Park. From 8 am to 12 pm, explore three hands-on stations to learn about tree planting, pruning, and climbing. The first 100 participants who complete all stations will receive a free tree (one per household).

Stop by Post Falls City Hall for Community Recycle Day on Saturday, April 26th, from 10 am to 2 pm. The event includes e-recycling, paper shredding, cardboard disposal, and prescription drug take-back. These free services are available thanks to partnerships with Mountain West Bank, Republic Services, and the Post Falls Police Department.

AMENDMENTS TO THE AGENDA

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Item 6b AmeriCorp Grant has been removed from the agenda.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – April 1, 2025, City Council Meeting
- b. Minutes - April 4, 2025 Special City Council Meeting
- c. Accounts Payable for 3.21.25 through 4.4.25
- d. February Cash and Investments
- e. Playground Purchase for Warren Field Park
- f. Approval of Draft Area of Impact Map

Mayor: On the minutes for the Special Council meeting please amend them to show I did attend.

Motion by Malloy to approve the Consent Calendar as amended to show change to minutes.

Second by Ziegler.

Vote: Ziegler-Aye, Westlund-Aye, Steigleder-Aye, Malloy-Aye, Davis-Aye

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Briner Annexation File No. ANNEX-24-7

Public Hearing opened at 6:13 PM.

Staff Report Jon Manley, Planning Manager: The owner is Chris Briner and the Applicant is Dobler Engineering. The applicant is asking the City Council to approve the annexation of approximately 4.63-acres and assign the Single-Family Residential (R1) zoning. Currently, there is a single-family use. Water is provided by the East Greenacres Irrigation District. Wastewater is provided by the City of Post Falls. The City has the capacity to provide service and is willing to serve the property at the requested density. Existing septic systems will be required to be

abandoned and the remaining structures to be connected to the City's Water Reclamation system. Poleline Ave and McGuire Rd are an arterial roadway. Additional rights-of-way and easements would need to be provided as part of annexation.

Steigleder: Just to be clear, Poleline doesn't extend past the railroad?

Manley: Correct.

Applicant Gordon Dobler, Dobler Engineering: We are requesting the annexation of 4.63 acres located on the southwest corner of McGuire and Poleline. The parcel is currently zoned Agriculture in the County and there is an existing single-family residence on the property that will be removed when the property is developed. The parcel is located within the Area of City Impact. The site is level, and it is bordered by similar 5-acre parcels with residences. We are requesting an R1 zoning. There is R1 across the street. We feel that R1 is compatible with the Future Land Use Map. There are 5 parks withing 3/4 miles of the development.

Testimony

In Favor Wade Jacklin: I am planning to attend the Public Hearing. However, I may have a conflict of interest. In the event I cannot attend, I would like to submit a formal comment that I am in favor of this annexation and subdivision request. I am in favor of the Briner annexation and subdivision request. I believe that development to the west of McGuire is a great thing and the time is perfect for it. It will improve McGuire itself, provide a good path to some additional needed residential lots in a very convenient location. With the recent annexation and development on the west side of McGuire just south of this location, it allows for additional continuity and the ability for other developers to do the same and create the opportunity to have McGuire and the roads running west improved. It will be nice to see the corner improved there. It is also not far from the Pleasant View URD and I think this is a positive growth opportunity for the City.

Public Hearing closed at 6:31 PM.

Is the annexation of the property in the best interest of the city?

Westlund: I am going to argue that, no, it is not in the best interest of the City at this time. I do not see any benefit to existing residents annexing west of McGuire. The argument in favor would be that we are getting right-of-way, but given that Poleline does not go through to the east and the McGuire is likely to be disconnected from 53, I do not see any immediate need to be expanding that road. It is also identified as a commercial node in the future land use map which I think if we build this out as residential, we will regret it in 15 years when the area is built out to support commercial. I would rather hold off on this and evaluate in 5 years.

Steigleder: I agree. I do not see the direct benefit to Post Falls citizens. With Montrose in the same area still building out houses for people to buy, 15 houses is going to create a liability in the infrastructure. I do not know if there would be a benefit to this property, not that there would be one in later years.

Malloy: On the commercial node, with the disconnection of McGuire from 53 it becomes less desirable. With Poleline not going through and probably not for some time, it is probably better suited for residential than commercial. The hard part about small lots is you take them one at a time, and it is tough to tell if it's going to be good for the city or not. On a holistic approach, yes, it makes scene for the city and would benefit the city to annex.

Ziegler: I would echo everyone's comments. This is one that could go either way for me. I would

agree with Joe that we do not know when the other parcels would come in. I like that this is taking the direction of a more residential area. My fallback position is that I would not consider this a county pocket. My position is that it would not benefit the city to be annexed at this time.

Davis: I think one of the biggest things is what is potentially coming. So it's not an if but a when. When I look at this and I look at the long term, I do think it is a good fit and benefits the city and I would support it.

Motion by Westlund to deny the annexation.

Second by Steigleder.

Vote: Westlund-Aye, Steigleder-Aye, Malloy-Nay, Davis-Nay, Ziegler-Aye

Motion Carried

b. Idaho Ranch Annexation File No. ANNX-24-8

Public Hearing opened at 6:37 PM.

Staff Report Jon Manley, Planning Manager: The owner of the land is the Jacklin Land Company and the Applicant is Whipple Consulting Engineers. The applicant is asking City Council to approve the 4.81-acre annexation with the Community Commercial Mixed (CCM) zoning designation. The land is vacant undeveloped lot formally part of a larger residential single-family use. The water provider is Ross Point Water District. Wastewater would be provided by the City of Post Falls. This area is subject to the 12th Ave Surcharge for sanitary sewer that supplements the development of sewer forcemains from the 12th Ave Lift Station to the Water Reclamation Facility. The property additionally sits adjacent to the Prairie Trail, a regional multi-modal facility. Pedestrian and bicycle connections from the site to the Prairie Trail would require review and approval by the City of Post Falls Parks Department at the time of future site development.

Rob Palus, City Engineer: Sanitary Sewer is not currently available for development of the site. A sanitary main is located adjacent to the property on Fennecus Rd. however, the line currently terminates at Prairie Ave. Prior to any connections to the sewer, at a minimum, the existing main would need to be extended approximately 2,000 feet southerly and connecting to the sewer main for Foxtail 10th Addition. The City of Post Falls is currently designing and anticipating construction of sewer main repairs at the intersection of Poleline and SH41 in 2025. Upon completion of these repairs, analysis of existing flow rates at SH41 will need to be further evaluated to verify remaining line capacity.

Steigleder: Does this development agreement mirror the restrictions of CCM to the west of it?

Manley: It is not an exact copy.

Malloy: What zoning are they requesting?

Manley: CCM.

Westlund: What is the restrictions in the development agreement to the west?

Manley: Multi-family or residential is prohibited. I would have to look.

Ziegler: How does this make scene? We are wanting to annex land we cannot provide services to?

Manley: I will let the applicant address that.

Applicant Ray Kimball, Whipple Consulting Engineers: Why are we here tonight, and why is the

parcel shaped the way it is? Back when Foxtail came in, there was a plan to provide sewer to this area. This is where the 12th Ave surcharge came from. Pay-to-play deal. We understand there is no connection point. The reason for why this piece now. The plan is for the Jacklins to relocate their corporate office to this location with some local retail. We are proposing a CCM zoning. This does benefit the entire region as a whole.

Malloy: The benefit to this is the money that would come in to complete the sewer line. However, that money does not come in till you get building permits, and you can't get building permits till they start the sewer, right?

Kimball: We have to connect the northern part of the sewer about 3/8 of a mile. That provides sewer service in the short term. The long term is that will comment down Fennecus and go down Horsehaven. There is an interm fix that we know we are just going to have to go do and then the dollars and surcharge goes to the other fixes downstream.

Steigleder: Another option is we annex, and you wait till sewer gets out there.

Kimball: And that is ok.

Steigleder: So, the property to the south is the same owner and the reason that is not included in this request is because they want to put their offices in that location?

Kimball: We want to put our offices in the annexation area. The area you are asking about, we have no plans and do not know what we want to do with it yet.

Steigleder: Would you entertain the same development agreement that was done on the property to the west? As far as not having a freestanding multi-family?

Kimball: I think a horizontal mixed use makes more scene in there than horizontal. We would like to reserve this to have a little more flexibility. The short answer is no.

Malloy: Is part of the reason for not wanting to annex the property to the south is to wait till the highway district does all their improvements on Prairie?

Kimball: No, we are just not ready for it.

Testimony

Mark Hughes In Favor: I wish to support this annexation request. I live across the street. I would like to address the farmers' ethos. Farmers help each other. We think of ourselves as a community. Farming is over. You can't make money farming. The Jacklins have helped this city. The Jacklins have done a very responsible development. The Jacklins are doing a great job and deserve your support.

Rob Elder In support not wanting to speak.

Public Hearing closed at 7:23 PM.

Zone Change and Initial Zoning Review Criteria

Is annexation of the property in the best interest of the city?

Malloy: To the extent that the developer is willing to put in sewer, it is in the best interest of the city.

Westlund: I am conflicted on this one. In seeing the sewer lines having unknown capacity, we could put is in a position where we need to build the Meyer Alternative Line, where we would not of had to build it for another 5 to 10 years.

Davis: I think part of our responsibility is to have a vision. When I look at this, it supports community needs. I think it is in the best interest.

Steigleder: A lot of the benefit is we get the Prairie Trail. My concern is the land use itself. If we limit the use to something that has less capacity, the annexation would benefit the city for the sewer.

Ziegler: I think the question is not if annexing this property is in the best interest of the city. I think

why right now. At the same time, there seems to be an interim plan to make it work. At present, I really do not know.

Mayor: I see the activity going on out there. You have a family that has been around forever, and you look at what they have done for the community. They are going to spend the money for the sewer. If the sewer capacity is not there, they will not get permits. I think annexation does make sense.

Motion by Malloy to approve the annexation.

Second by Davis.

Vote: Westlund-Aye, Steigleder-Aye, Malloy-Aye, Davis-Aye, Ziegler-Aye

Motion Carried.

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

Malloy: Yes, it is transitional. The CCM zone is an accommodated zone within that.

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

Malloy: The connection of infrastructure, water and sewer, is the key here.

Steigleder: The multimodal path.

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?

Davis: None

Motion by Malloy to assign the CCS zone to this parcel.

Second by Davis.

Vote: Westlund-Aye, Steigleder-Aye, Malloy-Aye, Davis-Aye, Ziegler-Aye

Motion Carried

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. Adoption of Personnel Policy

Motion by Malloy to approve Resolution Adoption of Personnel Policy and to direct the clerk to assign the appropriate number.

Second by Ziegler.

Vote: Steigleder-Aye, Malloy-Aye, Davis-Aye, Ziegler-Aye, Westlund-Aye

Motion Carried

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. Agreement with OmniaHR to Perform a Salary Survey

Janet Best, Human Resources Director: Over the past several years, the salary landscape in the area has changed significantly, along with the rising cost of living in the area. This changing landscape has created a need to evaluate the city's compensation practices and wages to ensure that the city remains competitive in recruiting and retaining qualified employees. Staff discussed completing a salary survey with the city council during the budgeting workshops for the fiscal year 25 budget. Last fall, the city issued an RFP seeking qualified firms to complete a salary survey for the city. The goal of using a consultant is to provide objectivity, credibility, and access to broader data that city staff may not be able to access. The city received two responses to its RFP. OmniHR, which is located in Coeur d' Alene, was selected because of its local experience over a national firm with a project team located in the southeast. The goal of the project is to obtain comprehensive salary Benchmarking information to inform the city's compensation practices and wage ranges. The estimated timeline for the project is 12–14 weeks. This project is expected to cost \$43,950 and will be funded out of the general fund.

The City Council wants this to look at the whole benefits package and not just wages. Also, they wanted to see if it would be possible to partner with other cities in this study.

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.

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. Westwood Water Distribution Project - Staff Report

Jaxon Fleshman, Project Manager, Public Works: The project is in the area of Pine Villa Subdivision east of Ponderosa Elementary. The total estimated project cost is 2.5 million. 5,680 ft of pipe will be replaced in phase 1 including service and meter replacements. This will go out for bid in the spring of 2025.

b. AmeriCorp Grant

Removed from the agenda.

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

- a. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- b. Idaho Code 74-206(1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student

Motion by Malloy to enter into Executive Session pursuant to Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. And Idaho Code 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student, further that no action will be taken during to session and that the session will last approximately 10 minutes.

Second by Ziegler.

Vote: Davis-Aye, Ziegler-Aye, Westlund-Aye, Steigleder-Aye, Malloy-Aye

Motion Carried

Entered into Executive Session at 7:59 pm.

RETURN TO REGULAR SESSION

8:09 PM

ADJOURNMENT

8:09 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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 N. 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, Aaron Plew, Joe Malloy, Nathan Ziegler, Randy Westlund, Ryan Davis

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Gracie Ficca, CSR/AP
SUBJECT: Accounts Payable 4.2.25-5.7.25

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Check Run Accountability reports dated May 7th 2025. Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued, however, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented on the Check Run Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$2,429,488.19 to be dated May 7th, 2025. The Hand Check Accountability is for Hand Checks issued April 11th-April 24th, 2025 and total \$161,888.18.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

2429488.19

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run 5.7.25
2. Hand Checks for Check Run 5.7.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT15011 - Check Run 5.7.25
Vendor Set: 01 - Vendor Set 01

Check Date: 4/24/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN15080	Lennar Northwest, LLC				
APMWB	Check	BOND RELEASE -	BOND RELEASE - 1505 N. LUNA	001-22115	2,000.00
		BOND RELEASE -	BOND RELEASE - 1513 N. LUNA	001-22115	2,000.00
Balance Sheet Accounts Total:					4,000.00
Dept: 411 Mayor & Council					
C191	City of Coeur d'Alene				
APMWB	Check	04112025	Mayors Meeting with CDA Food	001-411.0000.64010	195.95
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	71153	Chamber April Connect for Lunch Randy	001-411.0000.64010	25.00
		71198	Chamber May Connect Lunch Nathan	001-411.0000.64010	25.00
Dept 411 Total:					245.95
Dept: 412 Information Systems					
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	AD4N17A	Windows 2022 licenses	001-412.0000.66014	2,324.79
VEN14393	Firstline Communications, Inc				
APMWB	Check	184021	Mitel IP 655 w/Mic Cord	001-412.0000.65030	118.60
Dept 412 Total:					2,443.39
Dept: 414 Finance					
B091	BDS				
APMWB	Check	99879	Utility Billing	001-414.1445.62170	6,260.96
				001-414.1445.62190	3,900.94
V040	ODP Business Solutions				
APMWB	Check	415476149001	Refund on Mini Notepads	001-414.0000.63060	-2.89
Dept 414 Total:					10,159.01
Dept: 417 Media/Cable Franchise					
VEN14766	CivicPlus, LLC				
APMWB	Check	330232	CivicEngage Central - City website	001-417.0000.66014	7,292.25
		330234	CivicReady - Emergency and Mass Notificati	001-417.0000.66014	16,065.00
Dept 417 Total:					23,357.25
Dept: 421 Police					
R04500	1-800-Radiator				
APMWB	Check	18318852	PFPD140 Radiator Return	001-421.0000.67100	-137.00
		18376922	PFPD123 Radiator	001-421.0000.67100	131.00
		18317112	PFPD140 Radiator	001-421.0000.67100	137.00
A0690	AccessData Corp				
APMWB	Check	11502416	PD Shredder Services	001-421.0000.62040	111.27
A550	Audiology Research Associates				
APMWB	Check	118342	New Hire Testing	001-421.0000.64020	33.00
VEN14905	Car Wash Plaza				
APMWB	Check	1378	PD Car Washes	001-421.0000.67170	100.00
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	AC9NF6R	PD Additional Data Storage	001-421.0000.63920	1,417.86
VEN14145	Charter Communications				
APMWB	Electronic Funds Transf	228876901040125	Substation Internet	001-421.0000.65030	139.99
		189568201041425	PD Internet	001-421.0000.65030	159.99
C220	Coleman Oil Co				
APMWB	Check	CP-0241171	PD Gasoline	001-421.0000.64030	6,338.20

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
D070	Dell Marketing LP				
APMWB	Check	10802747870	Laptop for Community Room	001-421.0000.66044	781.85
VEN01195	Empire Insignias				
APMWB	Check	2504094	Senior Officer Chevrons	001-421.4000.72000	150.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	030983651	PD Equipment - Flashlight and Restraint	001-421.0000.67020	172.24
		031002337	PD Equipment - First Aid Kits	001-421.0000.67020	745.74
		031013694	PD Handcuff Pouch	001-421.0000.67020	58.84
		031082403	PD Equipment - Flashlight, Jenne	001-421.0000.67020	68.04
		030964893	PD Jumpsuit - Close	001-421.4000.72000	630.17
I153	Idaho State Police				
APMWB	Check	IN3324	Quarterly ILETS Fees - Apr-Jun 2025	001-421.0000.67310	18,762.50
VEN09941	Jacque Panza				
APMWB	Check	040425	Chaplain Stipend - one week in March	001-421.0000.62370	25.00
J07050	John E Reid & Assoc., Inc				
APMWB	Check	9055F877-0001	Training Registration - Roach	001-421.0000.64020	630.00
		7BE29A7A-0001	Training Registration - Speer	001-421.0000.64020	630.00
VEN07726	Jon Dekeles				
APMWB	Check	040425	Chaplain Stipend, March	001-421.0000.62370	75.00
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11568809	911 Interpretation Services	001-421.0000.62040	90.00
VEN14850	Legacy Heating and Cooling				
APMWB	Check	27526404	PD HVAC Maintenance	001-421.0000.68030	1,350.00
		27526003	PD Annual Cooling Inspection	001-421.0000.68030	550.00
VEN15006	Maverick Data Systems				
APMWB	Check	408	PD Warrant Builder Licenses	001-421.0000.63920	202.86
VEN14015	Midway Hyundai				
APMWB	Check	185517	PFPD142 Tire Service, Alignment	001-421.0000.67170	228.95
		185454	PFPD152 Tire Service, Alignment	001-421.0000.67170	228.95
		185590	PFPD139 Tire Service	001-421.0000.67170	99.95
VEN08971	Mister Green				
APMWB	Check	33422	Quarterly Pest Control - Spring	001-421.0000.68010	200.00
N001	Napa Auto Parts				
APMWB	Check	335646	PFPD178 Trailer Ball, Drill Bit Set	001-421.0000.67100	187.09
		337063	PFPD100 Brake Pads & Rotors	001-421.0000.67100	164.10
		337872	PFPD139 Ball Joint	001-421.0000.67100	64.73
		336993	PFPD132 Brake Pad & Rotors	001-421.0000.67100	229.35
		337058	PFPD170 Floor Mat Set	001-421.0000.67100	125.57
		335676	PD Stock - Hook & Loop Fasteners	001-421.0000.67100	264.18
		335892	PD Shop - Warranty & Core Deposit	001-421.0000.67100	-144.55
		337646	PFPD140 Brake Pad Return	001-421.0000.67100	-60.05
		337056	PFPD181 Floor Mat Set	001-421.0000.67100	125.57
		335897	PD Stock - Primary Wires	001-421.0000.67100	14.78
		335599	PFPD171 Floor Liner	001-421.0000.67100	125.57
		337082	PFPD140 Brake Pads, Rotors	001-421.0000.67100	283.55
		338064	PFPD139 ABS Speed Sensor	001-421.0000.67100	32.50
		335895	PD Stock - Primary Wires	001-421.0000.67100	36.95
		335153	PD Stock - Wiper Blades	001-421.0000.67100	53.88
		337555		001-421.0000.67100	76.14
		337593	PFPD140 Brake Pads	001-421.0000.67100	68.58
VEN03694	Otis Elevator Company				
APMWB	Check	100401880867	anual maintenance on city elevators	001-421.0000.68060	682.32
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	54456	PD Applicant Testing	001-421.0000.62040	50.00
P4384	Proforce Law Enforcement				
APMWB	Check	571296	New Firearms 2025	001-421.0000.63500	3,978.80
		571224		001-421.0000.63500	4,971.59
VEN14817	Public Safety Psychological Services				
APMWB	Check	5783	PD Applicant Eval	001-421.0000.62040	480.00
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4876601	Herborn Tower Rent	001-421.0000.62040	676.08

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240141461-01	PD Shop - Crimp & Seal Butt Connectors	001-421.0000.67100	26.82
VEN14751	Tetiri, LLC				
APMWB	Check	75	Substation Rent - April	001-421.0000.62040	1,480.50
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	INV/2025/00940	PD Uniform Jumpsuit - Grob	001-421.4000.72000	445.59
		INV/2025/00938	PD Polos - Detectives	001-421.4000.72000	288.00
T118	TPI Embroidery				
APMWB	Check	12206	PD Uniform Hat	001-421.4000.72000	27.50
		12175	PD Uniform Hats - VOPs	001-421.4000.72020	291.37
U0010	ULINE				
APMWB	Check	191510193	Uline supplies	001-421.0000.63920	871.03
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transf	INV/2025/04/0386	PD Uniform Jacket	001-421.4000.72000	37.71
		INV/2025/03/0962	Detective Hard Badges	001-421.4000.72000	265.86
VEN03255	Ziply Fiber				
APMWB	Check	208-773-3518 1119	PD Centrex Phone Lines	001-421.0000.65030	298.21
		208-197-1699 0402	Substation Internet	001-421.0000.65030	315.00
		208-197-0075 0408	PD Phones	001-421.0000.65030	1,153.80
		208-710-0197 0328	Substation Network Space Lease	001-421.0000.65030	163.50
		208-197-1085 0401	PD Ethernet	001-421.0000.65030	435.00
		208-197-1077 0401	PD Internet	001-421.0000.65030	435.00
Dept 421 Total:					53,133.02
Dept: 423 Oasis					
VEN13567	Bolton Law LLC				
APMWB	Check	04596	VSU Client Services	001-423.1153.68400	163.00
		04716		001-423.1153.68400	210.00
VEN15079	Palmer George PLLC				
APMWB	Check	CV28-23-1731	VSU Client Legal Services	001-423.1153.68400	1,495.00
VEN15054	Schwartz/Gillihan, P.C.				
APMWB	Check	04265	VSU Client Legal Services	001-423.1153.68400	1,495.00
Dept 423 Total:					3,363.00
Dept: 424 Legal					
V040	ODP Business Solutions				
APMWB	Check	416705286001	Office supplies-Engineering	001-424.0000.63040	83.98
Dept 424 Total:					83.98
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0241171	PD Gasoline	001-427.0000.64030	241.69
Dept 427 Total:					241.69
Dept: 431 Streets					
A365	American On-Site Services				
APMWB	Check	I65890	Streets PortaJohn Service - March 2025	001-431.0000.68130	178.84
A497	Arrow Construction Supply, Inc				
APMWB	Check	425121	5 pallets of crack sealer	001-431.0000.68110	9,900.00
VEN05261	CDA PAVING				
APMWB	Check	103886	Dumping - AsphaltGravel mix	001-431.0000.68130	4.13
		103946	3/4" minus crushed base	001-431.0000.68150	292.81
VEN09289	Emerald Services, Inc				
APMWB	Check	96893581	Streets - Waste Oil recovery - 55Gal Drum	001-431.0000.68130	823.50
F1275	Fox Trailer Sales				
APMWB	Check	408584	2 5/16 Coupler	001-431.0000.68130	130.00
VEN01373	Intermountain Sign & Safety				
APMWB	Check	20338	2"x10' Telspar post (14GA)	001-431.0000.63260	1,200.00
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	1037611	3/8" - 1/4" chips	001-431.0000.68150	249.28
J105	J-U-B Engineers, Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	0181867	Seltice Rehab JUB Invoice January 2025	001-431.0000.95040	31,372.00
K100	Kootenai County Solid Waste				
APMWB	Check	10-32216/11-84481	Wood Waste In	001-431.0000.68150	3.72
		10-32216/11-85087	General Refuse	001-431.0000.68150	19.18
L071	Local Highway Technical Assistance Council-		LHTAC		
APMWB	Electronic Funds Transf	T24925RSA-2	Roadway Safety Audits Course	001-431.0000.64020	240.00
		T24825BPR-3	Basic Plan Reading course	001-431.0000.64020	240.00
VEN09696	Modern Machinery Co, Inc				
APMWB	Check	30840127 PS	Belt Remnant	001-431.0000.68130	90.00
VEN14930	National Safety Inc				
APMWB	Check	0754980-IN	Uniform Items - Rob Gladney	001-431.4000.72000	97.75
		075443-IN	Uniform shirts - Rob Gladney	001-431.4000.72000	86.50
V040	ODP Business Solutions				
APMWB	Check	418187567001	Office Supplies-Streets	001-431.0000.63060	68.76
P410	Post Falls Highway District				
APMWB	Check	2077	March 2025 Mag Usage	001-431.0000.68080	1,018.64
VEN02884	Rodda Paint				
APMWB	Check	45255912	2025 Paint	001-431.0000.68100	36,000.00
R251	Serights Ace Hardware				
APMWB	Check	365544/1	Fire Extinguishers, Lopper	001-431.0000.63110	50.38
		365320/1	white paint marker	001-431.0000.63260	4.76
		365585/1	drill bits & ferrules	001-431.0000.67090	76.47
		365544/1	Fire Extinguishers, Lopper	001-431.0000.67090	21.99
		365529/1	WD40, shop towels	001-431.0000.68130	45.84
		365301/1	sprayers, glue, wd40,pant	001-431.0000.68130	158.79
		365344/1	sabre cut bits	001-431.0000.68130	12.59
T1195	Traffic Safety Supply Co, Inc.				
APMWB	Check	INV079535	3/4" BANDING (RED TOTE)	001-431.0000.63260	115.94
VEN11816	TraffiCalm Systems				
APMWB	Check	INV177514	Pedestrian RRFB knock down replacement	001-431.0000.68140	4,016.00
VEN01033	Western Systems				
APMWB	Check	66505	Polycarbonate Tunnel Visors - for Traffic Sigi	001-431.0000.68140	197.16
Dept 431 Total:					86,715.03
Dept: 433 Facility Maintenance					
P310	Platt Electric Supply				
APMWB	Check	6c95890	Bulbs for Streets.	001-433.0000.63720	472.69
VEN04236	Ramey's Yard Care				
APMWB	Check	792234	Spray for spiders at City Hall.	001-433.0000.68010	115.00
R251	Serights Ace Hardware				
APMWB	Check	364946/1	Maintenance hardware and window wash.	001-433.0000.67030	23.47
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	539361	Custodial supplies	001-433.0000.63140	295.95
		544880	Restroom paper supplies	001-433.0000.63140	266.58
		545670	bathroom soap and towels	001-433.0000.63140	825.86
		541437	Paper products restrooms	001-433.0000.63140	620.23
		542361	Bathroom supplies	001-433.0000.63140	431.83
		543696	Floor care cleaning pads	001-433.0000.63150	187.04
		543451	Maintenance supplies	001-433.0000.63150	425.98
		545878	soap product	001-433.0000.63150	107.38
		546039	Cleaning for P.D.	001-433.0000.63150	111.23
		539922	cleaning supplies	001-433.0000.63150	140.68
		538087	Cleaning supplies P.D.	001-433.0000.63150	172.13
		538511	Cleaning Supplies	001-433.0000.63150	584.13
		538512	Cleaning Supplies C.H.	001-433.0000.63150	205.66
		543995	cleaning solutions	001-433.0000.63150	666.51
		539921	Cleaning Supplies City Hall	001-433.0000.63150	294.10
		542366	Soap and cleaning product	001-433.0000.63150	422.82
		546088	Cleaning	001-433.0000.63150	297.18
		545672	kitchen sponges	001-433.0000.63730	60.99
		545262	Vacuum repair	001-433.0000.66190	52.30

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	545034	new vacuum	001-433.0000.66190	891.40
Dept 433 Total:					7,671.14
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4227170826	Fleet Laundry & Rug Service	001-434.0000.63160	79.36
		4226435676	Fleet laundry & rug service	001-434.0000.63160	69.06
C3818	Cooper Fabrication, Inc.				
APMWB	Check	30018	New 2025 Dump Truck Tailgate Build	001-434.0000.90010	1,934.88
		30017		001-434.0000.90010	1,934.88
		30090		001-434.0000.90010	1,934.88
VEN03826	FMI Equipment				
APMWB	Check	SPK-1013567	Muffler clamop - P469	001-434.0000.63012	23.30
F145	Freightliner Northwest- Spokane				
APMWB	Check	M001001163	S226/S227 2025 Freightliner Dump Truck 11001-434.0000.90010		575,908.16
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1159198	Tires - P614	001-434.0000.67190	406.68
VEN10274	Jordan Sales & Service Inc				
APMWB	Check	01-35065	Sublet Work - C201	001-434.0000.67170	1,479.53
N001	Napa Auto Parts				
APMWB	Check	337637	Cabin Air Filter - S436	001-434.0000.63011	14.88
		336617	Oil Filter - stock order	001-434.0000.63011	25.60
		337581	Filter Stock	001-434.0000.63011	50.19
		338567	weather stripping, adhesives	001-434.0000.63011	12.33
		338430	Synshield Ultra 10W30 - S347	001-434.0000.63011	47.04
		337581	Filter Stock	001-434.0000.63012	50.20
		336864	Battery - P453	001-434.0000.63012	132.64
		338918	Spark Plug - UF400	001-434.0000.63012	18.30
		336976	Air filter - P475	001-434.0000.63012	9.08
		338927	Starter mounting bolt - UF400	001-434.0000.63012	7.28
		336600	Battery Switch - stock order	001-434.0000.63012	128.55
		338567	weather stripping, adhesives	001-434.0000.63012	12.33
		336617	Oil Filter - stock order	001-434.0000.63012	25.60
		336599	Battery Swith - P453	001-434.0000.63012	42.85
		336878	Battery cable - P453	001-434.0000.63012	46.26
		337095	Rubber Plug EZ Lube	001-434.0000.63012	3.78
		338567	weather stripping, adhesives	001-434.0000.63013	10.57
		337581	Filter Stock	001-434.0000.63013	43.02
		336617	Oil Filter - stock order	001-434.0000.63013	25.60
		337857	Credit for return from inv# 337745	001-434.0000.67090	-55.01
		337745	Riveter	001-434.0000.67090	110.02
		336980	Extract Drill Bit Kit	001-434.0000.67090	275.56
P1001	Pape Machinery				
APMWB	Check	7007110	Warranty repair & Maintenance to S567 Leet001-434.0000.67170		1,512.50
R190	Robideaux Motors Co., Inc.				
APMWB	Check	A75450B	P142 2025 GMC 3500 Crew Cab (Replacme001-434.0000.90010		49,994.56
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240141751-00	1-1/2" T- handle	001-434.0000.67090	42.54
T106	Titan Truck Equipment				
APMWB	Check	1383968	Adjustable Channel Mount	001-434.0000.90010	1,035.70
Dept 434 Total:					637,392.70
Dept: 441 Urban Forestry					
VEN13104	Bluejay Industrial Inc				
APMWB	Check	37435	Hardware for Nursery	001-441.0000.68190	456.70
G098	Grainger				
APMWB	Check	9459924214	Saging tool for UF	001-441.0000.67090	127.02
VEN15086	High Caliper Growing, Inc				
APMWB	Check	91494	Tree Trunk Collars for Nursery Upgrades	001-441.0000.68190	1,002.25
I110	Idaho Fence Co, Inc.				
APMWB	Check	50567	Hardware for Nursery Upgrade	001-441.0000.68190	35.62

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
I1117	Idaho Nursery & Landscape Assn				
APMWB	Check	04751	INLA Membership for Preston	001-441.0000.62060	100.00
L109	Lowe's Credit Services				
APMWB	Check	77427	Bricks for Valve Box	001-441.0000.68230	34.88
VEN02005	Matheus Lumber Company				
APMWB	Check	67694015	Treated Lumber for Nursery	001-441.0000.68190	98.40
VEN06710	Robinson Nursery, Inc				
APMWB	Check	20937	Arbor Day Tree Giveaway Trees & Nursery	T001-441.0000.63510	3,580.62
				001-441.0000.68190	751.93
R251	Serights Ace Hardware				
APMWB	Check	364353/1	Hardware for Nursery	001-441.0000.68190	6.46
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	151236390-001	Irrigation Components for Nursery Upgrade	001-441.0000.68230	2,822.91
Dept 441 Total:					9,016.79
Dept: 442 Cemetery					
M0942	Metalcraft, Inc.				
APMWB	Check	275467	Schafer monarch vase	001-442.0000.63760	65.39
R251	Serights Ace Hardware				
APMWB	Check	365749/1	fertilizer hand spreaders	001-442.0000.67020	57.58
		3565321/1	digger/paint	001-442.0000.67090	85.98
		365520/1	Paint/brushes/rollers	001-442.0000.68160	43.60
		3565321/1	digger/paint	001-442.0000.68160	51.11
VEN07745	Wilbert Funeral Services				
APMWB	Check	mm46832	Booth	001-442.0000.63760	1,201.00
W230	Wilbert Precast Inc.				
APMWB	Check	330891-1	Butera	001-442.0000.63760	792.00
		329680-1	Winbarger niche engraving	001-442.0000.63760	251.00
Dept 442 Total:					2,547.66
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	I56435	Tullamore Park Portable Restroom	001-443.0000.65050	112.00
		I49639	Community Garden Portable Restroom	001-443.0000.65050	105.00
		I65394	Damage deductible for burned portable.	001-443.0000.67050	250.00
VEN14428	Asphalt Pros USA				
APMWB	Electronic Funds Transf	760	Crack fill and seal coat Karen Streeter Trail	001-443.0000.68111	4,818.00
		759		001-443.0000.68111	4,200.00
		745	Centennial Trail Crack Fill	001-443.0000.80140	6,669.00
VEN05261	CDA PAVING				
APMWB	Check	103776	Crushed Base for Nursery	001-443.0000.68170	146.17
		103859	Crushed Base for Nursery Upgrades	001-443.0000.68170	579.98
		103809	Crushed Base for Nursery	001-443.0000.68170	272.60
C180	Central Pre Mix Concrete				
APMWB	Check	3917832	Cement for Nursery	001-443.0000.68170	561.60
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S012369355.001	Dumbell Wrench	001-443.0000.67090	13.28
		S012369355.002	Plumbing Parts for Park Restrooms	001-443.0000.68250	238.09
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	15215	Keys for Restrooms	001-443.0000.67030	69.50
VEN14423	Crazy Clean Carpet Cleaning LL				
APMWB	Check	57880	Shampoo Carpets at Black Bay Depot	001-443.0000.62180	195.00
VEN14867	CW Signs				
APMWB	Check	2932	Decals for Vehicle Magnets	001-443.0000.63260	388.00
VEN14570	Discount Nursery Supplies, LLC				
APMWB	Check	8855	Nursery Containers	001-443.0000.68190	275.00
VEN03826	FMI Equipment				
APMWB	Check	SPK-1013635	Spindle spacers for equipment.	001-443.0000.66190	43.17
		SPK-1013701	Spindle & spring for Equipment	001-443.0000.66190	109.65
VEN14853	Get R Done Painting				
APMWB	Check	INV-000077	Paint Syringa Restrooms and Shelter	001-443.0000.68160	4,631.25

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
G098	Grainger				
APMWB	Check	9462021800	Buffer pad for floors.	001-443.0000.63150	95.61
H002	H & E Equipment Services Inc				
APMWB	Check	900314107	Sky Jack Rental for Tullamore Shelter	001-443.0000.67070	590.00
H1957	Horizon				
APMWB	Electronic Funds Transf	2S226667	Line Trimmer Line	001-443.0000.66190	142.54
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	1036462	Crushed base for Parks	001-443.0000.68170	89.52
		1036021	Crushed Base for Parks	001-443.0000.68170	133.76
		1032884	Crushed Base for Nursery	001-443.0000.68170	327.32
		1032991		001-443.0000.68170	61.20
K100	Kootenai County Solid Waste				
APMWB	Check	09-30289/11-84877	Yard waste from White Pine	001-443.0000.65050	40.65
L109	Lowe's Credit Services				
APMWB	Check	96957	Grinding Wheel	001-443.0000.67090	17.06
N001	Napa Auto Parts				
APMWB	Check	338683	Hardware for Mower	001-443.0000.66190	12.37
VEN05363	North 40 Outfitters				
APMWB	Check	050445/E	Parts for the sprayer	001-443.0000.66190	12.99
		050605/E	Fitting for Sprayer	001-443.0000.66190	110.75
		050627E	Parts for Sprayer	001-443.0000.66190	3.87
N249	Northwest Playground Equipment				
APMWB	Check	55537	Swing Connector Parts for Swings	001-443.0000.68013	237.56
VEN14571	Pacific Golf & Turf LLC				
APMWB	Check	P938353POR	Tines for P475	001-443.0000.66190	1,070.64
R060	Ragan Equipment Co.				
APMWB	Check	01-156148	Maintenance on Backpack Blower	001-443.0000.66190	226.22
		01-156332	Edger Blades	001-443.0000.66190	185.38
R1913	Rockhound Landscape Supply				
APMWB	Check	03.27.25	Tree Potting Media	001-443.0000.68190	280.00
R251	Serights Ace Hardware				
APMWB	Check	365389/1	Hardware for North Parks	001-443.0000.67030	6.57
		364507/1	Plastic Buckets for Egg Hunt	001-443.0000.67030	83.17
		365518/1	Hardware for South Parks	001-443.0000.67030	13.12
		365726/1	Hardware for Woodbridge	001-443.0000.67030	35.92
		365270/1	Springs for Flagpoles	001-443.0000.67030	28.15
		365715/1	Hardware for Tullamore	001-443.0000.67030	49.47
		365412/1	Pliers	001-443.0000.67090	20.68
		365237/1	Wood filler for Construction	001-443.0000.68160	19.78
		365692/1	Hose bib for Corbin	001-443.0000.68250	28.78
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	152109897-001	Fittings for Chemical Sprayer	001-443.0000.66190	10.61
		151450022-001	Splice Kit for Irrigation	001-443.0000.68230	551.20
VEN14980	Solid Rock Gate Supply				
APMWB	Check	25574	Bench Repairs	001-443.0000.67050	1,720.00
VEN14255	The Park Catalog				
APMWB	Check	310040655	Fence Cap for Ballfields	001-443.0000.63080	2,279.33
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	541723	Deck Brush Heads	001-443.0000.63150	53.75
		544637	Hand Soap for Bathrooms	001-443.0000.63150	269.80
		545866	Graffiti Wipes	001-443.0000.63150	120.91
		542549	Cleaning supplies for Parks.	001-443.0000.63150	184.13
		539103	Buffer Pads & Finisher Mops	001-443.0000.63150	186.72
		541340	Floor finisher	001-443.0000.63150	282.80
		543977	Cleaning Supplies for Parks	001-443.0000.63150	1,221.58
		540529	Big Can Liners	001-443.0000.63150	1,161.00
		540197	Can liners, gloves, TP	001-443.0000.63150	624.38
Z026	Ziegler Lumber Co #017				
APMWB	Check	886409	Bits for Tullamore	001-443.0000.67030	61.65
		885564	Hardware for Tullamore	001-443.0000.67030	97.60

Dept 443 Total: 36,425.83

Packet: APPKT15011 - Check Run 5.7.25

Check Date: 4/24/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 444 Parks - Construction					
VEN15082	1-800 BOARDUP				
APMWB	Check	INV0149988	Temporary Board Up on Chase Field Bathro	001-444.1665.93180	2,370.03
C291	Coeur d' Alene Press				
APMWB	Check	33814	Warren Frontage Bid Ad	001-444.0000.94180	255.68
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0183258	Warren Park Frontage Improvements	001-444.0000.94180	7,490.52
Dept 444 Total:					10,116.23
Dept: 445 Recreation					
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	INV0150008	Youth soccer Shirts	001-445.0000.63430	1,825.80
		INV0150009	Youth Football Shorts	001-445.0000.63430	2,207.44
Dept 445 Total:					4,033.24
Dept: 450 Economic & Comm. Dev. Rev					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	04.16.25	Refund for building permit BLDC-24-33	001-450.1753.38507	24,508.75
Dept 450 Total:					24,508.75
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000034125-03272	Public Notification Idaho Ranch ANNX-24-8	001-451.0000.62000	325.14
		0000033721-03202	Public Notification Lingar ANNX-24-11	001-451.0000.62000	381.13
		0000034126-03282	Public Notification Briner ANNX-24-7	001-451.0000.62000	233.58
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR366010	Contract Charges for G736M660937	001-451.1901.66140	2.17
VEN15085	International Minute Press				
APMWB	Check	2470	Business Cards Hollis Staal	001-451.0000.63060	31.00
P4835	ProPrint				
APMWB	Check	65825	Business Cards Thurwachter & Mathews	001-451.0000.63000	62.00
Dept 451 Total:					1,035.02
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	99879	Utility Billing	001-452.0000.62040	50.00
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR366010	Contract Charges for G736M660937	001-452.1901.66140	2.17
Dept 452 Total:					52.17
Dept: 453 Engineering					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR366010	Contract Charges for G736M660937	001-453.1901.66140	2.18
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	04.16.25	Refund for building permit BLDC-24-33	001-453.1752.33501	1,859.60
				001-453.1757.38511	3,546.31
V040	ODP Business Solutions				
APMWB	Check	416705286001	Office supplies-Engineering	001-453.0000.63060	14.75
Dept 453 Total:					5,422.84
Dept: 481 Capital Improvements/Contracts					
VEN14766	CivicPlus, LLC				
APMWB	Check	330553	Archive Social - social media archiving	001-481.0000.62040	6,931.86
VEN03694	Otis Elevator Company				
APMWB	Check	100401880867	anual maintenance on city elevators	001-481.0000.68060	682.32
T090	Thorco, Inc.				
APMWB	Check	1795527	City Hall blue lights	001-481.0000.68390	12,495.00
U0010	ULINE				
APMWB	Check	191510193	Uline supplies	001-481.0000.68395	2,429.03

Dept 481 Total: 22,538.21

Fund 001 Total: 944,502.90

Packet: APPKT15011 - Check Run 5.7.25
Vendor Set: 01 - Vendor Set 01

Check Date: 4/24/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 003 - PERSONNEL BENEFIT POOL							
Dept: 482 Personnel Pool							
VEN15087	Alliant Insurance Services, Inc						
APMWB	Electronic Funds Transf			3054519	Benefit Consulting fees 1/2025 - 4/2025	003-482.0000.62040	10,000.00
Dept 482 Total:							10,000.00
Fund 003 Total:							10,000.00
Fund: 011 - FACILITY BUILDING RESERVE							
Dept: 491 Facility Building Reserve							
VEN12372	Bernardo/Wills Architects, PC						
APMWB	Check			25052	City Hall Remodel BW Invoice December 20	011-491.1801.93163	415.35
VEN08973	Dardan Enterprises, Inc						
APMWB	Check			City Hall Pay APP #	City Hall Remodel Dardan Pay App #7	011-491.1801.93163	79,173.54
Dept 491 Total:							79,588.89
Fund 011 Total:							79,588.89
Fund: 017 - ANNEXATION FEES							
Dept: 410 General Government Services							
VEN14992	Camoin Associates, Inc						
APMWB	Check			21150	Consultation Fee Invoice # 7	017-410.0000.62040	4,987.00
VEN05894	FCS Group						
APMWB	Check			4137-22503122	Financial Plan and Analysis 2025	017-410.0000.62040	4,555.00
VEN13951	SCJ Alliance						
APMWB	Check			80607	Consulting Services Invoice #1	017-410.0000.62040	2,024.75
VEN15043	Urban3 LLC						
APMWB	Check			AC000303B	Consutlation Fee Urban3 March	017-410.0000.62040	9,741.51
Dept 410 Total:							21,308.26
Fund 017 Total:							21,308.26
Fund: 029 - CEMETERY CAPITAL IMPROVEMENT							
Dept: 442 Cemetery							
VEN15019	Kretz Kustomz LLC						
APMWB	Check			1178	2/3 payment for wrought iron fence	029-442.0000.80090	15,610.00
Dept 442 Total:							15,610.00
Fund 029 Total:							15,610.00
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES							
Dept: 428 Kootenai Fire/EMS Impact Fees							
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			04.16.25	Refund for building permit BLDC-24-33	034-428.2015.38202	11,499.11
						034-428.2016.38203	1,508.08
VEN01250	Kootenai County EMS System						
APMWB	Check			March 2025 Impact	March 2025 Impact Fees	034-428.0000.33117	-380.00
						034-428.0000.62040	9,745.71
VEN06795	Kootenai County Fire & Rescue						
APMWB	Electronic Funds Transf			March 2025 Impact	March 2025 Impact Fees	034-428.0000.33117	-760.00
						034-428.0000.62040	86,714.72
Dept 428 Total:							108,327.62
Fund 034 Total:							108,327.62
Fund: 035 - PUBLIC SAFETY IMPACT FEES							
Dept: 420 Public Safety Impact Fees							

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	04.16.25	Refund for building permit BLDC-24-33	035-420.2002.38204	9,236.99
Dept 420 Total:					9,236.99
Fund 035 Total:					9,236.99
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	04.16.25	Refund for building permit BLDC-24-33	037-431.2003.38205	46,750.48
				037-431.2003.38206	9,991.03
VEN04309	Union Pacific Railroad Company				
APMWB	Check	90124481	Spokane - Prairie Project	037-431.0000.95134	1,651.50
Dept 431 Total:					58,393.01
Fund 037 Total:					58,393.01
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN13635	Big Sky ID, Corp				
APMWB	Check	PayApp10	Black Bay - Phase 1	038-443.0000.94070	107,428.42
VEN12724	Civitas, Inc				
APMWB	Check	27383	Black Bay Master Plan	038-443.0000.94070	3,075.00
		27382		038-443.0000.94070	675.00
Dept 443 Total:					111,178.42
Fund 038 Total:					111,178.42
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	145181	Bi-Annual Metals	650-463.0000.68360	1,000.00
		145140	Monthly Comps 4/02/2025	650-463.0000.68360	1,400.00
		145162	Bi-Annual Testing	650-463.0000.68360	1,000.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	99010	3/8" Tube	650-463.0000.68025	90.96
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003049501	High Pressure rental	650-463.0000.68025	9.08
A424	Anatek Labs, Inc.				
APMWB	Check	2508964	Surface Water 4/1/2025	650-463.0000.68360	565.00
		2507979	Local Limits 3/17/2025	650-463.0000.68360	1,160.00
		2507977		650-463.0000.68360	1,160.00
		2509243	Surface Water 4/1/2025	650-463.0000.68360	910.00
		2506850	Local limits sampling	650-463.0000.68360	1,740.00
VEN15002	Apollo, Inc				
APMWB	Electronic Funds Transf	30-19-004 4	March 2025 WRF Hopper Project Constructi	650-463.3125.95520	56,763.90
A497	Arrow Construction Supply, Inc				
APMWB	Check	423741	WWTP Supplies	650-463.0000.68025	259.97
VEN03129	Barr Tech LLC				
APMWB	Check	10282	Bio Solids Disposal March 2025	650-463.0000.62150	76,951.62
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4226436102	WWTP Uniforms	650-463.4000.72000	182.16
		4227171192	WWTP Uniforms	650-463.4000.72000	181.55
		4227925502	WWTP Uniforms	650-463.4000.72000	160.40
C3090	Columbia Electric Supply				
APMWB	Check	1120-1020929	Lamp	650-463.0000.68010	425.00
		1120-1020904	CONTACTOR 600V 9A	650-463.0000.68025	256.98
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011696372.003	Dezurik Start Up	650-463.3125.95520	6,000.00
VEN03032	DIVCO				
APMWB	Check	SVC103192	Service Call & Repair	650-463.0000.68010	1,312.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
G098	Grainger				
APMWB	Check	9463495466	SADDLE BOX, STEEL	650-463.0000.67090	1,021.53
		9461791544	Heating Cables	650-463.0000.68025	491.46
G100	Granich Engineering				
APMWB	Check	BI-0377627	Blower for digester 2	650-463.3122.68400	8,445.32
H030	Hach Company				
APMWB	Check	14432799	DUST COVER	650-463.0000.63400	72.05
		14428054	Lab Supplies	650-463.0000.63400	1,161.13
		14435858	Ammonia	650-463.0000.63400	267.75
I2731	Inland Environmental Resources				
APMWB	Electronic Funds Transfr	2025-0453	Mag Deliveries	650-463.0000.63008	8,980.40
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0183227	March WRF Biosolids CMS	650-463.3125.95520	10,307.00
		04.16.25	Refund for building permit BLDC-24-33	650-463.3305.39630	60.00
L01935	Landia, Inc.				
APMWB	Check	16092	Landia parts	650-463.0000.68025	3,171.00
VEN14930	National Safety Inc				
APMWB	Check	0753096-IN	Safety Supplies	650-463.0000.63110	60.75
N040	NCL of Wisconsin, Inc.				
APMWB	Check	517796	Lab Supplies	650-463.0000.63400	244.81
		517747	Lab Supplies	650-463.0000.63400	659.47
O050	Oxarc Inc.				
APMWB	Electronic Funds Transfr	0032309301	Sodium Hypochlorite (Chlorine Bleach)	650-463.0000.68820	5,091.00
		0032297815		650-463.0000.68820	5,091.00
		0032313805		650-463.0000.68820	3,597.65
R251	Serights Ace Hardware				
APMWB	Check	365343/1	Shop Supplies	650-463.0000.67090	64.37
		365086/1	WWTP Shop Supplies	650-463.0000.68025	12.65
		364958/1	1/2" PVC Pipe	650-463.0000.68025	14.30
		365045/1	CULTIVATOR WOOD ACE 4T	650-463.0000.68025	46.78
		365264/1	Ex Cord 25'	650-463.0000.68025	109.76
VEN03698	Smith & Loveless Inc				
APMWB	Check	183704	Pista grit parts	650-463.0000.68025	1,512.98
VEN15074	Spex CertiPrep, LLC				
APMWB	Electronic Funds Transfr	522845	Lab Supplies	650-463.0000.63400	288.12
S580	Strata				
APMWB	Check	CD2500500-IN	Hopper Project Special Inspection	650-463.3125.95520	927.60
T118	TPI Embroidery				
APMWB	Check	12130	Water /WW Office Uniforms	650-463.4000.72000	470.75
U1006	Univar Solutions USA, LLC				
APMWB	Check	52936334	Caustic Soda Deliveries	650-463.0000.63008	4,772.50
		52927785	Aluminum Sulfate	650-463.0000.63490	6,655.60
		52897473		650-463.0000.63490	6,780.72
		52950497		650-463.0000.63490	6,484.24
U145	USABlue Book				
APMWB	Check	INV00667612	Stablcal Primary Standards Set	650-463.0000.63400	850.18
		INV00673250	Modular Dipper	650-463.0000.68025	263.85
		IINV00671859		650-463.0000.68025	624.90
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfr	542961	Towels, TP,AAA Batteries, Laundry Soap	650-463.0000.63400	512.70
		545946	Bleach, Towles & Garbage Bags	650-463.0000.63400	252.40
		546070	Spray Bottle	650-463.0000.63400	20.50
		538331	Lab Supplies	650-463.0000.63400	351.51
		538490	Kimtech Task Wiper, Binder & Foil	650-463.0000.63400	337.25
VEN09501	Yoke's Foods Inc				
APMWB	Check	11-1681641	Ice	650-463.0000.68025	16.73
Dept 463 Total:					231,621.33
Dept: 466 Wastewater - Collections					
B120	Big Country Communications				
APMWB	Check	221794	Antenna, Cable & connectors	650-466.0000.63006	588.30

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C3090	Columbia Electric Supply				
APMWB	Check	1120-10210069	Cable Ties & Electrical Tape	650-466.0000.63330	142.37
G098	Grainger				
APMWB	Check	9463321613	AC HOUR METER II,6-DIGIT,2.8 IN,3-HOLE	650-466.0000.63006	65.80
R251	Serights Ace Hardware				
APMWB	Check	365335/1	WWTP Supplies	650-466.0000.63006	16.52
		364945/1	WWTP Shop Supplies	650-466.0000.63330	100.92
		365020/1	Cable Ties	650-466.0000.63330	14.39
		365153/1	Strap	650-466.0000.63330	4.85
VEN13163	Wapiti Consulting, LLC				
APMWB	Electronic Funds Transf	521	Replaced VFD Shorepine	650-466.0000.62040	960.00
		523	Greensferry L/S comms	650-466.0000.68021	1,847.63
		526	Replace Ethernet Switch @ Greensferry LS	650-466.0000.68021	2,306.25
VEN14518	Woodhawk Controls, LLC				
APMWB	Check	WC-25090-01	New touch screen at Highlands L/S	650-466.0000.68021	3,000.00
Dept 466 Total:					9,047.03
Dept: 468 Wastewater - Surface Water					
A090	Accurate Testing Labs LLC				
APMWB	Check	145145	Storm Water Monitoring - MS4 Permit	650-468.0000.68360	300.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4226436102	WWTP Uniforms	650-468.4000.72000	182.16
		4227171192	WWTP Uniforms	650-468.4000.72000	181.56
		4227925502	WWTP Uniforms	650-468.4000.72000	160.40
VEN14559	One Call Concepts, Inc				
APMWB	Check	5035025	Water & Waste Water Locates	650-468.0000.62320	384.93
VEN01361	Safety-Kleen				
APMWB	Check	96896865	Stormwater 5th Ave Vac Service & Disposal	650-468.0000.68380	3,896.43
R251	Serights Ace Hardware				
APMWB	Check	365223/1	WWTP Supplies	650-468.0000.68380	30.53
		365103/1	Spray Paint & Primer	650-468.0000.68380	18.52
		365289/1	Stormwater Supplies	650-468.0000.68380	100.82
Dept 468 Total:					5,255.35
Fund 650 Total:					245,923.71
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0183226	Tertiary Upgrade JUB Invoice March 2025	651-463.3213.90015	58,062.06
		04.16.25	Refund for building permit BLDC-24-33	651-463.3308.38625	23,529.00
P050	Panhandle Area Council				
APMWB	Check	59-PFLM	Tertiary Upgrade PAC Invoice March 2025	651-463.3213.90015	2,407.50
Dept 463 Total:					83,998.56
Fund 651 Total:					83,998.56
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN13635	Big Sky ID, Corp				
APMWB	Check	1796	12th Ave Exploratory Work - Big Sky Invoice	652-463.3228.95520	6,000.00
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0181867	Seltice Rehab JUB Invoice January 2025	652-463.3229.95520	29,726.00
VEN07815	LaRiviere, Inc				
APMWB	Electronic Funds Transf	Corbin Pay App #10	Corbin Pay App #10 FINAL - La Riviere	652-463.3234.95520	84,336.17
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354160-013	Guy Rd LS & Fisher Grav Sewer Welch Invoi	652-463.3232.95520	33,139.73
		41354160-014	Guy Rd LS Abandon Grav Sewer Welch Invc	652-463.3232.95520	20,113.30
		41354120-035	Corbin LS Welch Comer Invoice March 2025	652-463.3234.95520	1,785.00
		41354120-034	Corbin LS Welch Comer Invoice February 20	652-463.3234.95520	595.00

Dept 463 Total: 175,695.20

Fund 652 Total: 175,695.20

Packet: APPKT15011 - Check Run 5.7.25
Vendor Set: 01 - Vendor Set 01

Check Date: 4/24/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 700 - SANITATION							
Dept: 461 Sanitation							
VEN05261	CDA PAVING						
APMWB	Check			103916	Earthfill Disposal	700-461.0000.65050	9.45
VEN04268	Coeur d'Alene Garbage Service						
APMWB	Check			2837205	Dumpster for Spring Clean-up	700-461.0000.65050	251.27
K100	Kootenai County Solid Waste						
APMWB	Check			09-30289/11-90542	Yard waste	700-461.0000.65050	23.01
				09-30289/11-85183	Wood Waste from Hastings	700-461.0000.65050	7.97
				09-30289/11-90855	Yard waste	700-461.0000.65050	13.04
				09-30289/11-89474	Spring Clean-up	700-461.0000.65050	62.89
				09-30289/11-89357	Yard Waste for Park Clean-up	700-461.0000.65050	55.99
				09-30289/11-89903	Yard Waste	700-461.0000.65050	17.64
C115	Northwest Waste and Recycling						
APMWB	Electronic Funds Transf			4.10.25	Sanitation Monthly Contract	700-461.0000.62042	391,421.14
Dept 461 Total:							391,862.40
Fund 700 Total:							391,862.40
Fund: 750 - WATER OPERATING							
Dept: 462 Water Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			144634	Well 9 & 11 Water Testing	750-462.0000.68360	2,325.00
				145141	Water Testing	750-462.0000.68360	150.00
				145305		750-462.0000.68360	150.00
				144703	Well 9 & 11 Water Testing 3/12/2025	750-462.0000.68360	2,025.00
				145211	Water Testing	750-462.0000.68360	150.00
				145244		750-462.0000.68360	180.00
				144588	Well 3 Testing 3/5/2025	750-462.0000.68360	4,050.00
				144054	Radium Water Testing	750-462.0000.68360	465.00
				144268	Radium Water Testing Well 5 & 7	750-462.0000.68360	270.00
VEN09744	Controlfreak Inc						
APMWB	Check			6774	Soft Start Control Boards	750-462.3315.68382	9,200.00
				6773		750-462.3315.68382	9,200.00
H215	Core & Main LP						
APMWB	Check			W613639	DW Valve Boxes and Thrust Blocks	750-462.0000.63280	1,595.64
VEN14305	General Pacific, Inc						
APMWB	Electronic Funds Transf			1515802	1-1/2" E-Series Meter Gallons, 10' Lead	750-462.0000.68235	4,380.00
G098	Grainger						
APMWB	Check			9468162616	Locate Paint	750-462.0000.63280	947.52
				9464921015	SLIDING ARM BAR CLAMP,DEEP,24 IN,127	750-462.0000.67090	572.28
VEN14482	Gunnerson Consulting and Communication Site Services, LLC						
APMWB	Check			6360	Cell Lease Support	750-462.0000.62040	894.49
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			0183404	Well #4 JUB Invoice March 2025	750-462.3227.95550	14,776.93
K080	Knudtsen Chevrolet and GMAC						
APMWB	Check			5010458	Outlet Cab Plug in	750-462.0000.63280	65.28
				6286013/1	Oil Change, Tire Rotation & Fuel System Cle	750-462.0000.67170	187.77
N0991	Norco Inc						
APMWB	Check			0043346130	TWIST DRILL BIT SET	750-462.0000.63280	75.48
VEN14559	One Call Concepts, Inc						
APMWB	Check			5035025	Water & Waste Water Locates	750-462.0000.62320	384.93
P180	Perfection Tire						
APMWB	Check			1088110	Oil Change W116	750-462.0000.67170	98.21
				1089076	Front Breaks	750-462.0000.67170	644.14
P310	Platt Electric Supply						
APMWB	Check			9Z25384	M12 Rivet Tool	750-462.0000.67090	249.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
VEN08557	Pollardwater				
APMWB	Check	0284419	Male Gate Valve	750-462.0000.63280	1,101.82
R251	Serights Ace Hardware				
APMWB	Check	365733/1	Batteries & Shop Supplies	750-462.0000.63280	60.34
		365179/1	M18 TOPOFF POWER SUPPLY	750-462.0000.67090	74.05
S4300	Spokane River Forum				
APMWB	Check	708	Spokane River Forum 2025 Conference Reg	750-462.0000.64010	528.00
T106	Titan Truck Equipment				
APMWB	Check	1382604	Aluminun trim for Water dept truck	750-462.0000.67170	1,143.45
		1383968	Adjustable Channel Mount	750-462.0000.90040	345.24
T118	TPI Embroidery				
APMWB	Check	12130	Water /WW Office Uniforms	750-462.4000.72000	470.75
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	544695	Towels , TP & Air Freshiner	750-462.0000.63060	276.96
VEN15055	WM Welch Corp				
APMWB	Electronic Funds Transf	Well 4 Pay App #2	Well #4 Rehab WM Welch Pay Application #	750-462.3227.95550	24,306.29
		Well #4 Pay App #1	Well #4 Rehab WM Welch Pay App #1	750-462.3227.95550	92,466.66
VEN09501	Yoke's Foods Inc				
APMWB	Check	11-1690041	40 Year Anniversary Cake	750-462.0000.64010	52.00
Dept 462 Total:					173,862.23
Fund 750 Total:					173,862.23
Report Total:					2,429,488.19



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	4,000.00
	001-411.0000.64010	245.95
	001-412.0000.65030	118.60
	001-412.0000.66014	2,324.79
	001-414.0000.63060	-2.89
	001-414.1445.62170	6,260.96
	001-414.1445.62190	3,900.94
	001-417.0000.66014	23,357.25
	001-421.0000.62040	2,887.85
	001-421.0000.62370	100.00
	001-421.0000.63500	8,950.39
	001-421.0000.63920	2,491.75
	001-421.0000.64020	1,293.00
	001-421.0000.64030	6,338.20
	001-421.0000.65030	3,100.49
	001-421.0000.66044	781.85
	001-421.0000.67020	1,044.86
	001-421.0000.67100	1,805.76
	001-421.0000.67170	657.85
	001-421.0000.67310	18,762.50
	001-421.0000.68010	200.00
	001-421.0000.68030	1,900.00
	001-421.0000.68060	682.32
	001-421.4000.72000	1,844.83
	001-421.4000.72020	291.37
	001-423.1153.68400	3,363.00
	001-424.0000.63040	83.98
	001-427.0000.64030	241.69
	001-431.0000.63060	68.76
	001-431.0000.63110	50.38
	001-431.0000.63260	1,320.70
	001-431.0000.64020	480.00
	001-431.0000.67090	98.46
	001-431.0000.68080	1,018.64
	001-431.0000.68100	36,000.00
	001-431.0000.68110	9,900.00
	001-431.0000.68130	1,443.69
	001-431.0000.68140	4,213.16
	001-431.0000.68150	564.99
	001-431.0000.95040	31,372.00
	001-431.4000.72000	184.25
	001-433.0000.63140	2,440.45
	001-433.0000.63150	3,614.84
	001-433.0000.63720	472.69
	001-433.0000.63730	60.99
	001-433.0000.66190	943.70
	001-433.0000.67030	23.47
	001-433.0000.68010	115.00
	001-434.0000.63011	150.04
	001-434.0000.63012	500.17
	001-434.0000.63013	79.19
	001-434.0000.63160	148.42
	001-434.0000.67090	373.11
	001-434.0000.67170	2,992.03
	001-434.0000.67190	406.68
	001-434.0000.90010	632,743.06

001-441.0000.62060	100.00
001-441.0000.63510	3,580.62
001-441.0000.67090	127.02
001-441.0000.68190	2,351.36
001-441.0000.68230	2,857.79
001-442.0000.63760	2,309.39
001-442.0000.67020	57.58
001-442.0000.67090	85.98
001-442.0000.68160	94.71
001-443.0000.62180	195.00
001-443.0000.63080	2,279.33
001-443.0000.63150	4,200.68
001-443.0000.63260	388.00
001-443.0000.65050	257.65
001-443.0000.66190	1,928.19
001-443.0000.67030	445.15
001-443.0000.67050	1,970.00
001-443.0000.67070	590.00
001-443.0000.67090	51.02
001-443.0000.68013	237.56
001-443.0000.68111	9,018.00
001-443.0000.68160	4,651.03
001-443.0000.68170	2,172.15
001-443.0000.68190	555.00
001-443.0000.68230	551.20
001-443.0000.68250	266.87
001-443.0000.80140	6,669.00
001-444.0000.94180	7,746.20
001-444.1665.93180	2,370.03
001-445.0000.63430	4,033.24
001-450.1753.38507	24,508.75
001-451.0000.62000	939.85
001-451.0000.63000	62.00
001-451.0000.63060	31.00
001-451.1901.66140	2.17
001-452.0000.62040	50.00
001-452.1901.66140	2.17
001-453.0000.63060	14.75
001-453.1752.33501	1,859.60
001-453.1757.38511	3,546.31
001-453.1901.66140	2.18
001-481.0000.62040	6,931.86
001-481.0000.68060	682.32
001-481.0000.68390	12,495.00
001-481.0000.68395	2,429.03
Fund 001 Total:	944,502.90
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	10,000.00
Fund 003 Total:	10,000.00
011 - FACILITY BUILDING RESERVE	
011-491.1801.93163	79,588.89
Fund 011 Total:	79,588.89
017 - ANNEXATION FEES	
017-410.0000.62040	21,308.26
Fund 017 Total:	21,308.26
029 - CEMETERY CAPITAL IMPROVEMENT	
029-442.0000.80090	15,610.00
Fund 029 Total:	15,610.00
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-1,140.00
034-428.0000.62040	96,460.43
034-428.2015.38202	11,499.11
034-428.2016.38203	1,508.08
Fund 034 Total:	108,327.62
035 - PUBLIC SAFETY IMPACT FEES	
035-420.2002.38204	9,236.99

		Fund 035 Total:	9,236.99
037 - STREETS IMPACT FEES			
	037-431.0000.95134		1,651.50
	037-431.2003.38205		46,750.48
	037-431.2003.38206		9,991.03
		Fund 037 Total:	58,393.01
038 - PARKS IMPACT FEES			
	038-443.0000.94070		111,178.42
		Fund 038 Total:	111,178.42
650 - RECLAIMED WATER OPERATING			
	650-463.0000.62150		76,951.62
	650-463.0000.63008		13,752.90
	650-463.0000.63110		60.75
	650-463.0000.63400		5,017.87
	650-463.0000.63490		19,920.56
	650-463.0000.67090		1,085.90
	650-463.0000.68010		1,737.00
	650-463.0000.68025		6,881.40
	650-463.0000.68360		8,935.00
	650-463.0000.68820		13,779.65
	650-463.3122.68400		8,445.32
	650-463.3125.95520		73,998.50
	650-463.3305.39630		60.00
	650-463.4000.72000		994.86
	650-466.0000.62040		960.00
	650-466.0000.63006		670.62
	650-466.0000.63330		262.53
	650-466.0000.68021		7,153.88
	650-468.0000.62320		384.93
	650-468.0000.68360		300.00
	650-468.0000.68380		4,046.30
	650-468.4000.72000		524.12
		Fund 650 Total:	245,923.71
651 - RECLAIMED WATER CAPITAL - WWTP			
	651-463.3213.90015		60,469.56
	651-463.3308.38625		23,529.00
		Fund 651 Total:	83,998.56
652 - RECLAIMED WATER CAPITAL - COLLECTOR			
	652-463.3228.95520		6,000.00
	652-463.3229.95520		29,726.00
	652-463.3232.95520		53,253.03
	652-463.3234.95520		86,716.17
		Fund 652 Total:	175,695.20
700 - SANITATION			
	700-461.0000.62042		391,421.14
	700-461.0000.65050		441.26
		Fund 700 Total:	391,862.40
750 - WATER OPERATING			
	750-462.0000.62040		894.49
	750-462.0000.62320		384.93
	750-462.0000.63060		276.96
	750-462.0000.63280		3,846.08
	750-462.0000.64010		580.00
	750-462.0000.67090		895.33
	750-462.0000.67170		2,073.57
	750-462.0000.68235		4,380.00
	750-462.0000.68360		9,765.00
	750-462.0000.90040		345.24
	750-462.3227.95550		131,549.88
	750-462.3315.68382		18,400.00
	750-462.4000.72000		470.75
		Fund 750 Total:	173,862.23
		Report Total:	2,429,488.19

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABII

4/11/2025	\$98.58	100411	AT&T Long Distance
4/11/2025	\$117,188.68	100412	Avista
4/11/2025	\$28,378.96	100413	Idaho State Tax Commission
4/11/2025	\$423.43	100414	Post Falls Food Bank
4/11/2025	\$198.22	100415	Ricoh USA Inc.
4/17/2025	\$7,071.66	100426	Avista
4/17/2025	\$130.00	100427	Costco Membership
4/17/2025	\$3,079.95	100428	East Greenacres Irrigation
4/17/2025	\$3,209.85	100430	Kootenai County Solid Waste
4/17/2025	\$134.98	100431	Spectrum
4/17/2025	\$71.67	100432	Ziply Fiber
4/17/2025	\$91.90	100433	Ziply Fiber
4/24/2025	\$32.50	100438	Kootenai Electric
4/24/2025	\$1,123.28	100439	Ricoh USA Inc.
4/24/2025	\$155.00	100440	Spectrum
4/24/2025	\$499.52	100441	Verizon Wireless
	\$161,888.18		

LITY FOR CHECK RUN 05.07.25

Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-22095;700-22095
Pay Before Due Date	001-22110
Pay Before Due Date	001-421.0000.66050
Pay Before Due Date	Various
Pay Before Due Date	001-413.0000.62060
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	001-443.0000.65021
Pay Before Due Date	Various
Pay Before Due Date	001-442.0000.65030
Pay Before Due Date	Various

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Killdeer Annexation Grant of Rights-of-Way and Easements (ANNX-24-4)

ITEM AND RECOMMENDED ACTION:

This item finalizes the dedication of rights of way and easements for the Killdeer Annexation (ANNX-24-4), which was approved by the city council following a public hearing on February 4, 2025. Staff requests that the city council review and approve the corresponding Grant of ROW and Easements. No presentation is planned on this item.

DISCUSSION:

On February 4, 2025, the city council held a public hearing to consider a request to annex approximately 4.89 acres and associated rights-of-way into the City of Post Falls with Single Family Residential (R-1) zoning. The entirety of the site is located at 2640 E. Killdeer Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request, which was approved March 18, 2025. On March 18, 2025, the Development and Annexation Agreement was approved by City Council. The attached Grant of ROW and Easements are the legal documents that, once recorded, memorializes these dedications.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On March 18, 2025, the Development and Annexation Agreement was approved by City Council.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation; The attached and corresponding Grant of ROW and Easements memorializes these dedications, once recorded.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Killdeer Grant of ROW and Easement

GRANT OF RIGHT-OF-WAY

Killdeer Annexation

E. Killdeer Ave.

File No. ANNX-24-4

KNOWN ALL MEN BY THESE PRESENTS, that **Northern Lights Development, LLC**, an **Idaho Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property:

A strip of land being the North twenty (20) feet of the West half of Tract 23, Block 25 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats, Page 78, Records of Kootenai County, lying in the northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

As described in the attached **Exhibit A** and depicted in the attached **Exhibit B**.

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this 9th day of April, 2025.

GRANTEE:

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Northern Lights Development, LLC

By

Michael Fitzgerald II, Managing Member

STATE OF IDAHO)
 : ss
County of Kootenai)

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

A circular notary seal for Kallie S Mulvaney. The outer ring contains the name "KALLIE S MULVANEY" at the top and "STATE OF IDAHO" at the bottom. Inside the ring, the word "NOTARY" is at the top, "PUBLIC" is at the bottom, and "Comm No. 28419" is in the center. A horizontal line with a dot in the middle separates "NOTARY" and "PUBLIC".

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EXHIBIT A

Proposed Right-of-Way Legal Description

A strip of land being the North twenty (20) feet of the West half of Tract 23, Block 25 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats, Page 78, Records of Kootenai County, lying in the northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

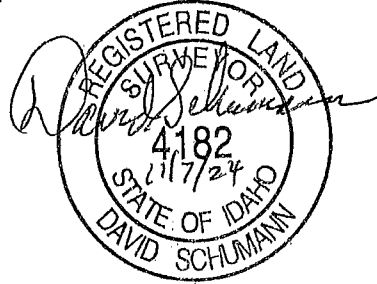
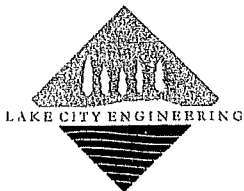
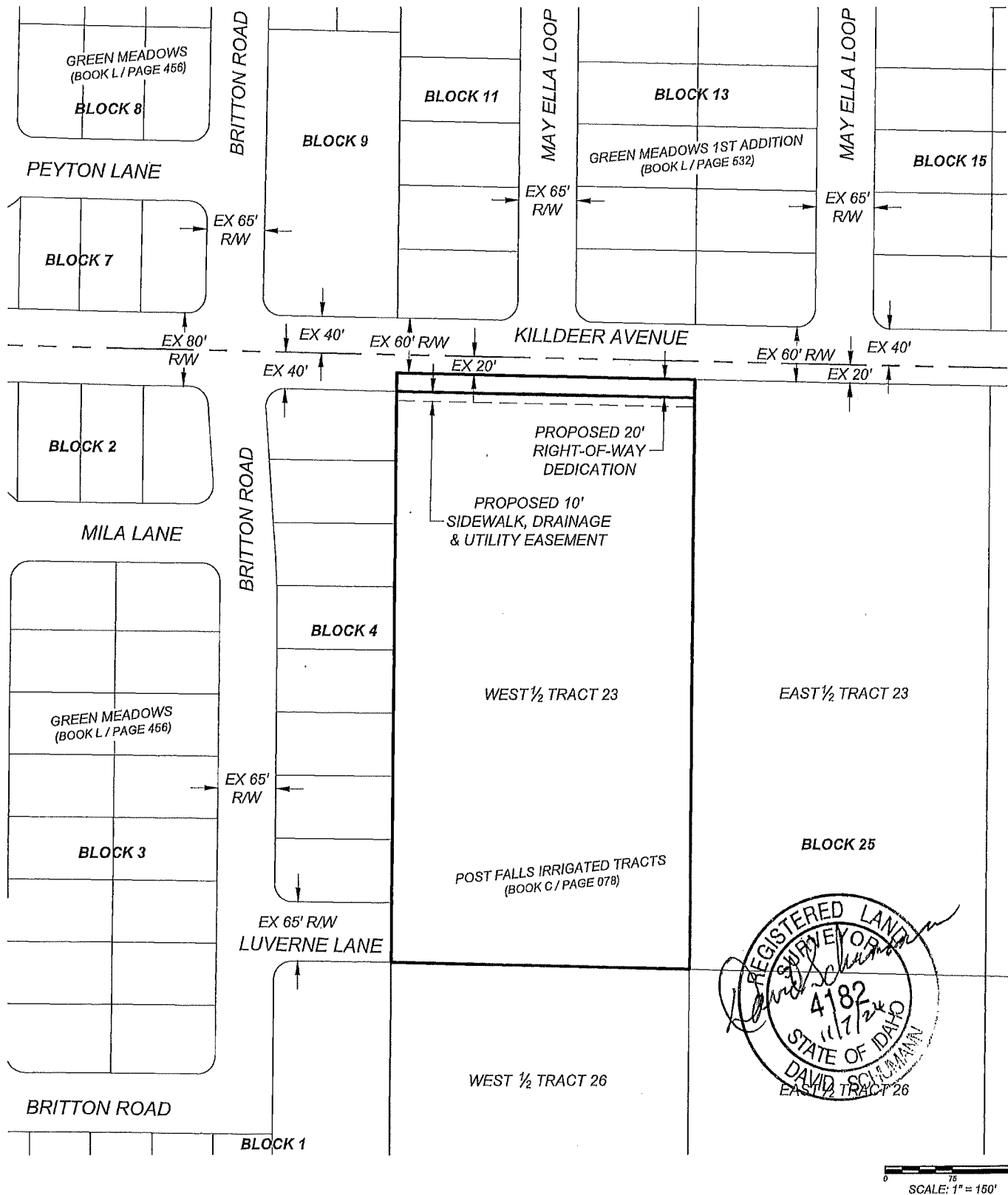


EXHIBIT B



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

WEST 1/2 TRACT 23, BLOCK 25, POST
FALLS IRRIGATED TRACTS (BK C/PG 78)

NW 1/4, SEC. 25, T 51 N, R 5 W,
B. M., KOOTENAI COUNTY, IDAHO

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 150'
DATE:	11/06/2024
JOB NO:	24-027
FILE:	24-027 RW_ESMT EXB.dwg

GRANT OF EASEMENT

Killdeer Annexation

E. Killdeer Ave.

File No. ANNX-24-4

KNOW ALL MEN BY THESE PRESENTS that, **Northern Lights Development, LLC, an Idaho Limited Liability Company**; herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

A strip of land being the South ten (10) feet of the North thirty (30) feet of the West half of Tract 23, Block 25 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats, Page 78, Records of Kootenai County, lying in the northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.

As described in the attached **Exhibit A** and depicted in the attached **Exhibit B**.

TO HAVE AND TO HOLD said easement for public sidewalk, storm water drainage and utilities purposes so long as the same shall be used, operated and maintained as such. The Grantors herein expressly limits the grant and quitclaim of this easement to its respective interest, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

In witness whereof, the Grantor has caused this instrument to be executed this 9th day of April, 2025.

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Northern Lights Development, LLC

By

Michael Fitzgerald II, Manager Member

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.

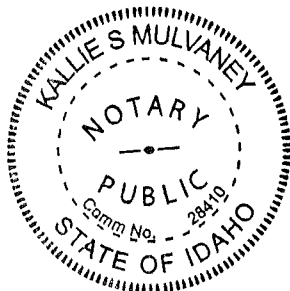
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF IDAHO)
:SS
County of Kootenai)

On this 9 day of April, 2025 before me, a Notary for the State of Idaho, personally appeared **Michael Fitzgerald II**, known, or identified to me to be the **Managing Member of Northern Lights Development, LLC**, an Idaho Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Northern Lights Development, LLC** and that he is duly authorized to do 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.



Kallie S. Mulvaney
Notary Public for the State of
Residing at: Kootenai County
Commission Expires: 2-22-27

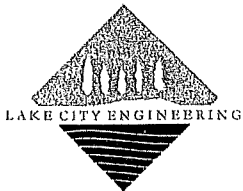
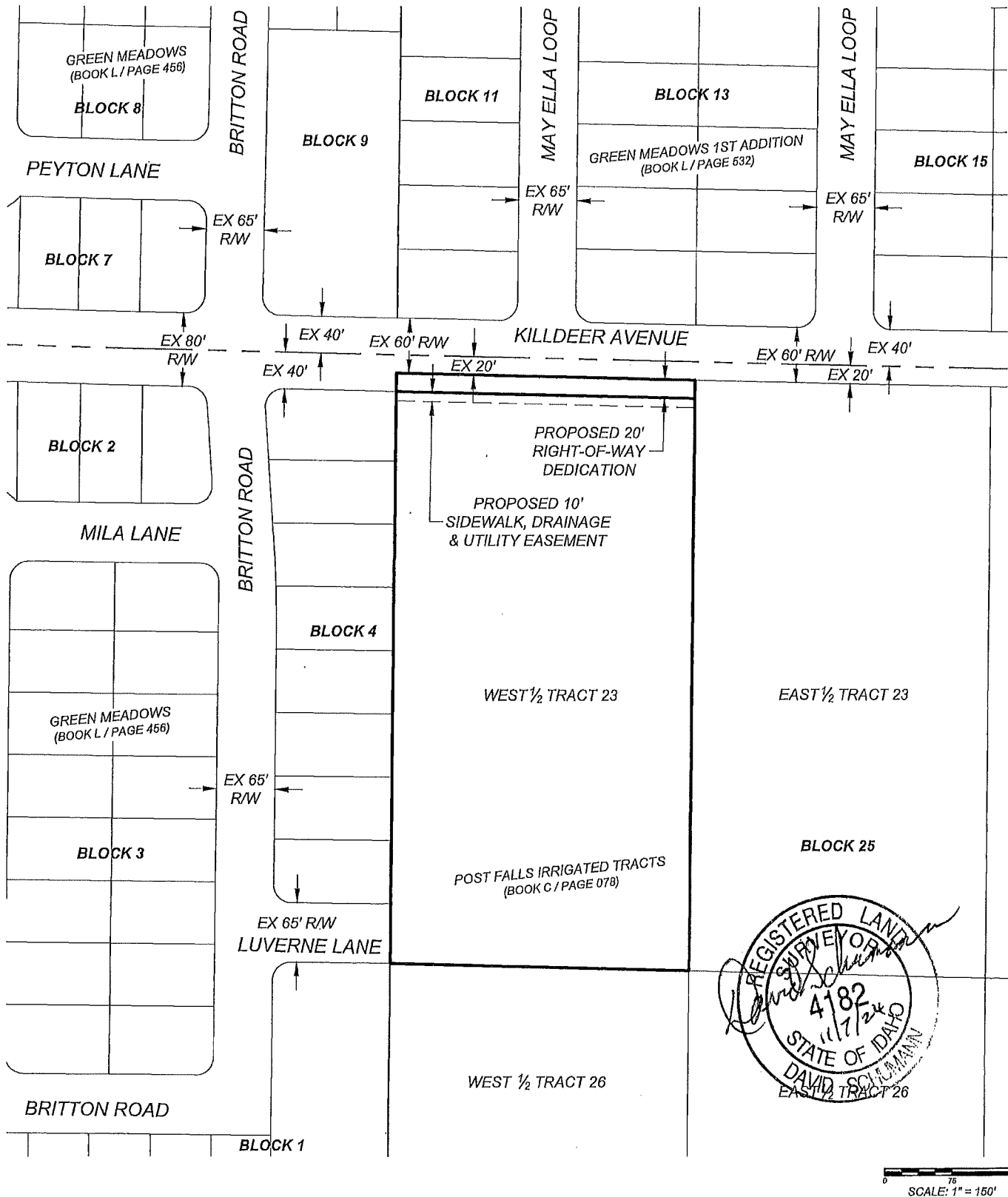
EXHIBIT A

Proposed Easement Legal Description

A strip of land being the South ten (10) feet of the North thirty (30) feet of the West half of Tract 23, Block 25 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats, Page 78, Records of Kootenai County, lying in the northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho.



EXHIBIT B



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

WEST 1/2 TRACT 23, BLOCK 25, POST
FALLS IRRIGATED TRACTS (BK C/PG 78)

NW 1/4, SEC. 25, T 51 N, R 5 W,
B. M., KOOTENAI COUNTY, IDAHO

DESIGNED BY:	DCD
DRAFTED BY:	SMA
SCALE:	1" = 150'
DATE:	11/06/2024
JOB NO:	24-027
FILE:	24-027 RW_ESMT EXB.dwg

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Hollis Staal
SUBJECT: Killdeer Meadows Master Development Agreement (SUBD-24-8)

ITEM AND RECOMMENDED ACTION:

This item seeks approval of the Master Development Agreement for the Killdeer Meadows Subdivision (SUBD-24-8). A presentation is not planned on this item.

DISCUSSION:

On December 10th, 2024, the Planning and Zoning Commission held a public hearing on the Killdeer Meadows Subdivision and issued a Reasoned Decision approving the subdivision on January 14th, 2025. City Code requires a subdivision developer to enter into a Master Development Agreement with the City that requires the developer to comply with City subdivision requirements and the conditions of approval. The agreement is attached for the council's review.

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. Killdeer Meadows MDA (SUBD-24-8)

**MASTER DEVELOPMENT AGREEMENT
FOR
KILLDEER MEADOWS SUBDIVISION
(File No. SUBD-24-8)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 North Spokane Street, Post Falls, Idaho 83854, and **Northern Lights Development**, an Idaho Limited Liability Company, 179 E. Wilbur Avenue, Dalton Gardens, ID 83815, and hereinafter the "Developer" enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **4.89** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a **Residential-1 (R-1) Subdivision**, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Killdeer Meadows** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Killdeer Meadows Narrative, Exhibit A-2, File # SUBD-24-8, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, shall be allowed to develop **Killdeer Meadows** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **December 10, 2024** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of the Killdeer Meadows Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision was prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

1. Property and Term.

1.1 Property Subject to this Agreement

The land is generally described per **Exhibit 3**

1.2 Term

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

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

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

2.1.2. Future Application

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or

action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the intent of the parties as envisioned by this Agreement and the terms of the approvals memorialized hereby.

2.1.3 Fees

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

2.2. Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project, and that City agrees to issue such permits and approvals in a reasonable and timely manner to allow the Developer to develop the Project, subject to compliance with all provisions of applicable law.

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

OWNER

**Northern Lights Development, LLC
179 E. Wilbur Avenue
Coeur d'Alene, ID 83814**

CITY

**Mayor
408 Spokane Street
Post Falls, Idaho 83854**

5. Default, Remedies, Termination, and Review

5.1 General Provisions

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

5.2 Applicable Law/Attorneys' Fees

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

5.3 Termination for Unforeseen Circumstances

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

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

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

with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

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

8. Transfers and Assignments

8.1 Right to Assign

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

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1 Binding upon Land

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

9.2 Maintenance of Common Area Landscaping and Private Infrastructure

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Reasoned Decision and or upon the face of the recorded plat) and annual and long-term maintenance of all private streets, alleys and sidewalks. The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails; along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy. Developer agrees that in the event that the Homeowner's Association fails to meet its obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such infrastructure maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

This Agreement is executed in one original and consists of **twenty-four (24)** pages, including the Recitals and 3 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit 1: General Description and Plan of Record (Killdeer Meadows Narrative, Exhibit A-2, File # SUBD-24-8, Post Falls Community Development Department)

Exhibit 2: Killdeer Meadows Subdivision Reasoned Decision

Exhibit 3: Legal Description

10.4 Completion of Performance

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

10.5 Force Majeure

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

10.6 Estoppel Certificate

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying

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

10.7 Duty to Record

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

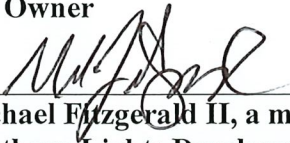
Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner


Michael Fitzgerald II, a managing member
Northern Lights Development LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

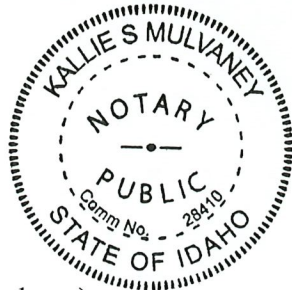
Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

(Stamp above)

OWNER/DEVELOPER

STATE OF Idaho)
 :SS
County of Kootenai)

This record was acknowledged before me on 4/9/25 by **Michael Fitzgerald II** as Owner of **Northern Lights Development LLC**.



(Stamp above)

Kallie S Mulvaney
Notary Public for the state of Idaho
Residing at: Kootenai County
Commission Expires: 2-20-28

Exhibit 1

Killdeer Meadows ***Preliminary Subdivision***

Project Narrative

City of Post Falls, Idaho

September 2024



*126 E. Poplar Avenue
Coeur d'Alene, Idaho 83814
Phone: 208-676-0230*

PROJECT SUMMARY

The *Killdeer Meadows* Subdivision is a proposal for 18 single-family residential lots located in the central part of the City of Post Falls, approximately 0.15 miles East of the intersection of Killdeer Avenue and Greensferry Road, on the South side of Killdeer Avenue. The subject property lies within the northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho. Figure 1 below shows the subject parcel in relation to surrounding properties.

SUBJECT PROPERTY

The parcel to be subdivided is as following:

Parcel No.: 0-6360-25-023-AB

AIN: 122216

Area: 4.89 acres

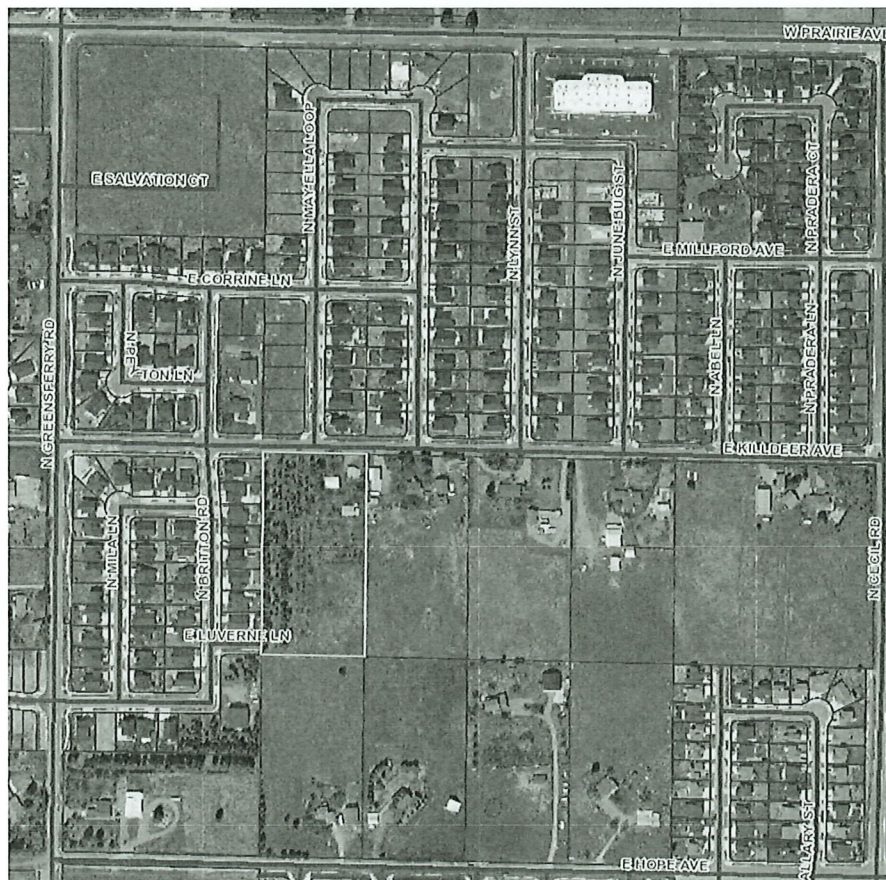


Figure 1: Vicinity Map

LAND USE

The subject property is currently zoned Agriculture in Kootenai County, however, the Applicant has submitted for annexation into the City of Post Falls with an R-1 zoning designation. The City of Post Falls Future Land Use Map designates the subject property as Low-Density Residential. It is bounded on the South and East by County zoned Agriculture property. The subject property is contiguous to the City on the North and West, and those properties are zoned R-1. The Green Meadows subdivision lies to the North and West of the subject property.

The proposed use for the subject property is consistent with the requested zoning designation, the surrounding land uses, and is in conformance with the Post Falls Municipal Code and Comprehensive Plan. This project should be considered infill development. Additional open space is not required as a part of this proposal, and Park Impact fees will be collected with each residential building permit. A brief summary of the proposed project is provided below. Figure 2 shows the preliminary plat as it is presented in the preliminary subdivision plans.

<i>Existing Zoning:</i>	<i>R-1 [Agriculture (County)]</i>
<i>Comprehensive Plan Designation:</i>	<i>Low-Density Residential</i>
<i>Project Area:</i>	<i>4.89 acres</i>
<i>Residential Units:</i>	<i>18 lots</i>
<i>Residential Density:</i>	<i>3.7 du/ac</i>
<i>Average Lot Size:</i>	<i>+/- 8,240 sf</i>

<u>Setback or Provision</u>	<u>Allowed</u>
<i>Maximum Lot Coverage</i>	<i>40%</i>
<i>Minimum Lot Width</i>	<i>60'</i>
<i>Front Setback</i>	<i>15' (20' to garage)</i>
<i>Side Setback</i>	<i>5'</i>
<i>Flanking Setback</i>	<i>15' (public street)</i>
<i>Rear Setback</i>	<i>10'</i>
<i>Max Building Height</i>	<i>35'</i>

Transportation and Roads

Currently, Killdeer Avenue is situated in a 60' public right-of-way (Minor Collector) between the subject property and Cecil Road to the East. The North side of Killdeer Avenue is developed with standard curb and gutter, roadside grassy swales, a 10' multi-use path, and a 15' utility, sidewalk, and drainage easement. During development, an additional 20' of right-of-way along the northern border of the subject property would be dedicated to the City for a total right-of-way width of 80'. This new right-of-way would contain street improvements including standard curb and gutter, roadside grassy swales, a 5' concrete sidewalk, and a 10' utility, sidewalk, and drainage easement. The total street section will be 45' from curb to curb. This roadway expansion would provide access to the proposed subdivision via May Ella Lane (proposed).

Luverne Lane currently intersects the subject property near its southwest corner and is a 65' right-of-way (local residential) street section with street improvements ending just before the project boundary. During development, Luverne Lane would be extended as a 65' right-of-way street section, matching the existing section, to the East boundary of the subdivision.

May Ella Lane will be a continuation of the existing May Ella Loop to the North of the subdivision which is a 65' right-of-way (local residential) street section. May Ella Lane will include the same street improvements as the extension of Luverne Lane and the street section will be 33' from curb to curb.

Fire Protection

The subject property is within the Kootenai County Fire and Rescue district boundaries. Fire Station #3, at 3850 E. 16th Street, is located within 2 miles of the project development. Fire hydrants will be installed along Luverne Lane and May Ella Lane and throughout the proposed development as designated by the Kootenai County Fire and Rescue. Emergency access is not anticipated to be a problem.

Stormwater

Stormwater will be handled via permanent grassy swale systems that will collect and mitigate stormwater runoff generated from the subdivision. Excess runoff will be direct injected into the ground through the use of drywells. A stormwater management plan shall use best management practices (BMP) during and after construction in accordance with accepted standard construction practices. According to the Natural Resources Conservation Service (NRCS), the area's soil contains Garrison Gravelly Silt Loam throughout the property. This soil is typical of this area of Post Falls and is suitable for this type of stormwater management system and commonly practiced throughout the City of Post Falls. Maintenance of the storm system will be the responsibility of the City of Post Falls.

Water

Domestic water and irrigation will be provided by Ross Point Water District. There is an existing 12" water main located in Killdeer Avenue adjacent to and immediately North of the property. A new 8" water main will connect with this, be looped internally through May Ella Lane, and

connect with the extension of the existing 8" water main in Luverne Lane. A Will Serve letter will be supplied to the City by RPWD when it's received.

Sewer

Sanitary Sewer service will be provided by the City of Post Falls. There is currently a 10" gravity sewer main located in Killdeer Avenue, North of the proposed Subdivision. Infrastructure will be required to be extended through the subject property in accordance with City of Post Falls standards. We anticipate there to be adequate capacity within the City of Post Falls Sewer System. Sanitary sewer generated from this site will be treated at the Post Falls Wastewater Treatment Plant.

Other Utilities

All dry utilities are located in Killdeer Avenue and Luverne Lane and are currently available to serve the proposed project. They will be extended from and throughout the proposed project as required. All dry utility companies will be notified at the appropriate time. Agreements to provide service will be finalized between the Developer and the respective utility.

DEVELOPMENT SCHEDULE

Construction on this project is anticipated to begin in the Fall of 2024 and be completed in one phase.

Exhibit 2

REASONED DECISION

Killdeer Meadows Subdivision File No. SUBD-24-8 Planning and Zoning Commission Reasoned Decision

A. INTRODUCTION:

APPLICANT: Drew Dittman, Lake City Engineering

OWNER: Northern Lights Development, LLC

LOCATION: 2640 E. Killdeer Avenue

REQUEST: To subdivide approximately 4.89-acres into 18 single-family lots within the Single-Family Residential (R-1) zoning designation.

B. RECORD CREATED:

1. A-1 Annexation Application
2. A-2 Narrative
3. A-3 Preliminary Plat
4. A-4 Authorization Letter
5. A-5 Ross Point Water District Will Serve Letter
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFSD Comments
10. PA-2 KCFR Comments
11. PA-3 Philip 66 (YPL) Comments
12. PA-4 BPA Comments
13. PA-5 PFPD Comments
14. PA-6 DEQ Comments
15. PA-7 Parks & Rec Comments
16. PA-8 PFHD Comments
17. PC-1 Rough Public Hearing Comments
18. Planning and Zoning Staff Report
19. Testimony at the December 10, 2024, Planning and Zoning public hearing

The Planning and Zoning Commission (hereinafter "Commission") heard the request at the December 10, 2024, public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 4.89-acres into 18 single-family lots within the Single-Family Residential (R-1) zoning designation. The request is evaluated under the standards of PFMC § 17.12.060.

Anna Staal, Planner 1

Mx. Staal presented the staff report and testified that the applicant, Drew Dittman on behalf of Northern Lights Development, LLC, is requesting to subdivide approximately 4.89-acres into 18 lots within the proposed Single-Family Residential (R1) zoning district.

Mx. Staal testified that the property is located at 2640 E. Killdeer Avenue and the current usage of

the property is large lot single family use.

Mx. Staal testified that the street layout aligns with the City's transportation element, the site was free from significant soil or topographical hazards and the subdivision proposal conforms to zoning requirements for single-family lots within the proposed R1 zoning designation. Water would be provided by Ross Point Water District and Wastewater by the City of Post Falls, both of which have the capacity and willingness to service the proposed subdivision. Further that impact fees will be charged to cover the new development's fair share of regional infrastructure costs. Mx. Staal also testified that subdivision approval is contingent on the City Council's approval of the annexation request with the R1 zoning designation.

Drew Dittman, Lake City Engineering, Applicant

Mr. Dittman presented on behalf of the applicant, echoing many of Mx. Staal's points adding that this is an infill project in a county pocket, the land uses, street classification, and traffic patterns are all compatible with the Comprehensive Plan. The proposed subdivision is also surrounded by residential uses.

The hearing was opened for public comment.

In Favor: None

Neutral: Jim Rough, Post Falls. Mr. Rough continued to encourage the city and applicant to find ways to maintain the back row of mature trees in support of Policy 71 and Goal 1.

Drew Dittman, Lake City Engineering, Rebuttal

Mr. Dittman responded that some of the mature trees on the original site were not viable and some were removed for city projects, but the developer's intention is to keep the existing westernmost trees along the fence line to the best of their ability.

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 approval criteria contained in Post Falls Municipal Code ("PFMC") § 17.12.060 H.

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

C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

Based on the testimony supplied and the staff report, the Commission finds that Ross Point Water District has adequate capacity and is willing to provide service to the subdivision as proposed.

C2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

The Commission determines that the City of Post Falls has adequate capacity and is willing to provide service to the subdivision as proposed.

C3. Proposed streets are consistent with the transportation element of the comprehensive plan.

The Commission determines that the subdivision and proposed layout are consistent with the City's Transportation Master Plan and will not have a negative impact on the local transportation system. There are no proposed impacts on Killdeer and the Luverne Lane improvements will provide connectivity to the adjacent subdivision to the west while ensuring future connectivity to the east as well.

- C4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.**

The Commission determines that no testimony or evidence was presented that identified any soil or topographical conditions that would prevent or hinder the development of the property.

- C5. The area proposed for subdivision is zoned for the proposed uses and the uses conforms to other requirements found in this code.**

The Commission determines that this subdivision and proposed lots will conform to the requirements for Single-Family Residential (R1) zoning upon annexation approval by City Council with the requested R1 zoning designation.

- C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.**

The Commission determines that impact fees will be assessed on individual building permits at the time of issuance to mitigate the off-site impacts to parks, public safety, and streets.

- C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:**

The Commission decides that the requested subdivision can meet the City's standards, after certain conditions are completed. Those conditions, 1-10 listed below, when imposed, will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
3. The proposed subdivision must be completed in a single phase.
4. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
5. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.

REASONED DECISION

6. Except where an exception is granted, all streetlights, roadways and city owned utilities shall be designed and constructed in accordance with city standards. No exceptions were requested with the application.
7. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
8. A Homeowners Association (HOA) shall be formed to:
 - Maintain the common right-of-way frontage along E. Killdeer Avenue and the south side of Luverne Lane.
9. Existing septic systems shall be abandoned with site development in accordance with Panhandle Health requirements.
10. This subdivision approval is contingent on annexation approval by the city.

D. ACTIONS THAT THE APPLICANT CAN TAKE TO GAIN APPROVAL.

Not applicable.

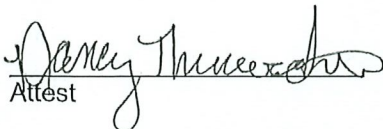
E. CONCLUSION

SUBD-24-8: Based on the evidence in the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Commission that the requested Subdivision meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with the conditions contained herein.

Approved by the Planning and Zoning Commission on _____

1/14/25
Date


Chairman


Attest

NOTICE OF RIGHTS:

Any affected person aggrieved by a final decision of the Planning and Zoning Commission may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E

The final decision of the Planning and Zoning Commission is not a final decision for purposes of judicial review until the City Council has issued a final decision on appeal and the party seeking judicial review has requested reconsideration of that final decision as provided by Idaho Code 67-6535(2)(b), pursuant to Post Falls City Code 18.20.60.E.

Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-6535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.

The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

Annexation Description

A parcel of land being the West half of Tract 23 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, lying in the South half of the northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the West quarter corner of said Section 25 being a 2.5 inch aluminum cap marked "PLS 8962" at the referenced location of CP&F Instrument Number 2688074000, Records of Kootenai County, from which the center quarter corner bears South 88°31'36" East a distance of 2647.44 feet; thence along the West line of said northwest quarter, North 00°36'45" East a distance of 1324.72 feet to a 5/8 inch rebar with an illegible yellow plastic cap at the intersection of said West line and centerline of Killdeer Avenue; thence along said centerline, South 88°44'36" East a distance of 662.28 feet; thence leaving said centerline, South 00°35'37" West a distance of 20.00 feet to a 5/8 inch rebar with a yellow plastic cap marked "ESC PLS 4194" at the angle point of the existing City of Post Falls City Limits and the South Right-of-Way of Killdeer Avenue, said point also being the **True Point of Beginning**;

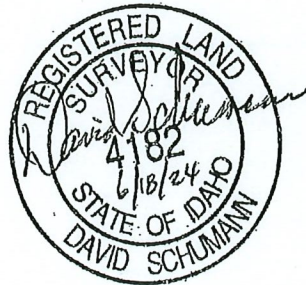
thence along said existing City of Post Falls City Limits and the South Right-of-Way of Killdeer Avenue, South 88°44'36" East a distance of 331.15 feet to the northwest corner of the East half of said Tract 23;

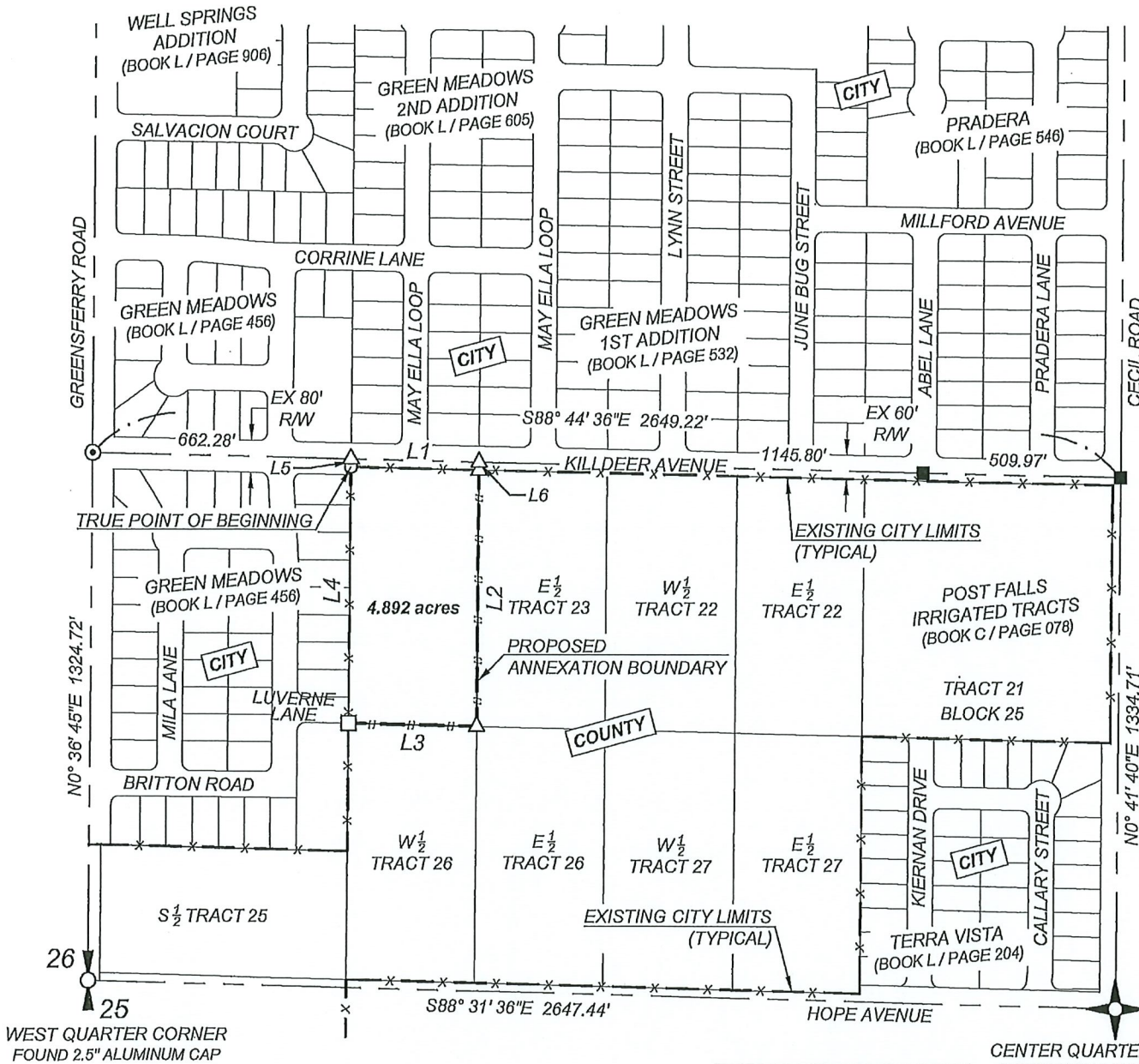
thence leaving said existing City of Post Falls City Limits and South Right-of-Way along the West line of said East half of Tract 23, South 00°37'25" West a distance of 644.23 feet to the northeast corner of the West half of Tract 26 of said Plat of Post Falls Irrigated Tracts;

thence along the North line of said West half of Tract 26, North 88°38'06" West a distance of 330.82 feet to a 5/8 inch rebar with a yellow plastic cap marked "ATS PLS 8962" at the southeast corner of Luverne Lane Right-of-Way and said existing City of Post Falls City Limits;

thence along the East Right-of-Way of Luverne Lane, the East line of Block 4 of the Plat of Green Meadows filed in Book L of Plats at Page 456, Records of Kootenai County, and its extension thereof and the existing City of Post Falls City Limits, North 00°35'37" East a distance of 643.61 feet to the **True Point of Beginning**;

said parcel containing 4.892 acres of land, more or less.





WEST QUARTER CORNER
FOUND 2.5" ALUMINUM CAP

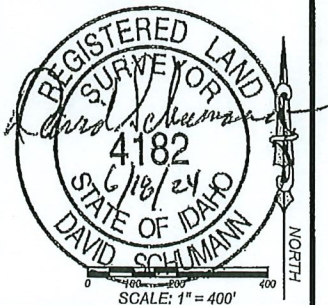
CENTER QUARTER CORNER
FOUND 3" ALUMINUM CAP PER
CP&F 2540621000

LEGEND

- △ CALCULATED POINT, NOTHING FOUND OR SET
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "ATS PLS 8962"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "ESC PLS 4194"
- FOUND 5/8" REBAR WITH ILLEGIBLE YELLOW PLASTIC CAP
- FOUND 2" ALUMINUM CAP MARKED "LCE PLS 4182"
- x - x - EXISTING CITY LIMITS
- | - | - ANNEXATION BOUNDARY

Line Table

Line #	Bearing	Length
L1	S88°44'36"E	331.15'
L2	S00°37'25"W	644.23'
L3	N88°38'06"W	330.82'
L4	N00°35'37"E	643.61'
L5	S00°35'37"W	20.00'
L6	N00°37'25"E	20.00'



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

KILLDEER ANNEXATION THE WEST HALF OF TRACT 23, BLOCK 25

NW 1/4, SEC. 25, T 51 N, R 5 W,
B. M., KOOTENAI COUNTY, IDAHO

DESIGNED BY: DCD
DRAFTED BY: SMA/TCD
SCALE: 1" = 400'
DATE: 06/10/2024
JOB NO: 24-027
FILE: 24-027 ANNEX EXB.dwg

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Rhonda Ellis, Admin Streets

SUBJECT: Request to Dispose of a 2003 Toyota Forklift (S345)

ITEM AND RECOMMENDED ACTION:

Staff requests that Council declare a 2003 Toyota Forklift listed in this agenda item as surplus. Once declared as surplus, staff will then send the equipment to be traded in for a replacement.

DISCUSSION:

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

The 2003 forklift is being replaced due to multiple factors:

- It has reached its life expectancy
- It needs approximately \$5k worth repair work
- Streets has an operational need for higher lift capacity as well as be utilize it extended reach

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. S345 Disposal

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Street Maintenance DEPT.# 431 DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

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

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

S345 - 2003 Toyota Forklift - trading in towards a new forklift that has

ability to lift longer and heavier loads

TAG# 4097 SERIAL # 71286 MODEL# 7FGU25

REASON FOR DISPOSAL (MANDATORY):

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

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN 3,500

☐ OTHER: _____

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

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

ESTIMATED REMAINING USEFUL LIFE _____


AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

5345

✓

CITY OF POST FALLS

FIXED ASSET ACQUISITIONS

DEPT. NAME Street DEPT.# 431 DATE: 10/31/12
OF ACQUISITION

CATEGORY OF ASSET:

- ☐ LAND
☐ BUILDING
☒ MACHINERY & EQUIPMENT
☐ OTHER IMPROVEMENTS

NAME OF VENDOR:

Norlift Material Handling

CONTROLLABLE ASSETS (UNDER \$750 COST)

- ☐ MACHINERY & EQUIPMENT
☐ OTHER

ASSET DESCRIPTION: 2003 Toyota Forklift

ESTIMATED REMAINING USEFUL LIFE

TAG# 4097 SERIAL # 71286 MODEL# 7FGU25

FINANCING SOURCE:

- BONDS/NOTES
BUDGET APPROPRIATION
DONATIONS
LID
GRANT
CAPITAL LEASE
EMINENT DOMAIN
FORECLOSURE

COST:

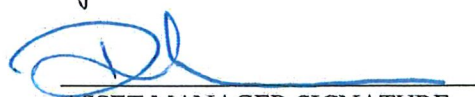
\$14,900.00

VALUATION METHOD:

- ☐ HISTORICAL COST
☐ ESTIMATED HISTORICAL COST

- ☒ MARKET VALUE
☐ PRESENT VALUE
☐ APPRAISED VALUE


AUTHORIZED SIGNATURE


ASSET MANAGER SIGNATURE

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Grant of Easement - Prairie Crossing Sewer

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes acceptance of a sanitary sewer easement in the Prairie Crossing subdivision and authorizes the Mayor to sign the grant on behalf of the city.

DISCUSSION:

At the northwest corner of the Prairie Avenue / Zorros Road intersection, the owners of Lot 14 of the Prairie Crossing Subdivision would like to extend public sanitary sewer along a portion of the properties' Prairie Avenue frontage. The sewer infrastructure and easements that were provided by the Prairie Crossing Subdivision would not support ancillary uses or development of additional retail pads along the southern portion of Lot 14 in addition to the anticipated construction of a larger structure on the northern half of the Lot. The proposed easement would allow extension of an existing public sewer main that services Lots 11, 12, and 13 to be extended onto Lot 14. There is sufficient depth and capacity in the existing main to provide service and facilitate extension of the main for the typical uses associated with the underlying zoning. Sewer would not be constructed within the easement until construction plans have been reviewed and approved by the City. Ownership and use of the sewer will not be allowed until constructed facilities have been certified to meet City Standards.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

December 5, 2023 - Final Plat, Commercial Tracts at Prairie Crossing

APPROVED OR DIRECTION GIVEN:

The Final Plat was approved and recorded.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

None, until a sewer extension is constructed within the easement. With sewer construction, typical operational and maintenance costs associated with the public sewer would be incurred. These costs would be mitigated through the collection of sanitary sewer user fees.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Grant of Easement - Prairie Crossing Sewer
2. Easement Map

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, **GVD Partners, LP, a Washington Limited Partnership as to its 88.5% undivided interest and GVD Commercial Properties, Inc., a California Corporation as to its 11.5% undivided interest**; herein after collectively termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sanitary sewer over, under, upon and across the following described property:

A PORTION OF LOTS 11-14, BLOCK 2 OF COMMERCIAL TRACTS AT PRAIRIE CROSSING PER PLAT RECORDED IN BOOK "L", PAGE 879, RECORDS OF KOOTENAI COUNTY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE N01°01'46"E, 156.44 FEET ALONG THE WEST LINE OF SAID LOT 11; THENCE S88°58'25"E, 25.03 FEET TO THE POINT OF BEGINNING; THENCE S88°58'25"E, 636.68 FEET; THENCE N01°01'35"E, 30.00 FEET; THENCE N88°58'25"W, 636.59 FEET; THENCE S01°01'46"W, 30.00 FEET TO THE POINT OF BEGINNING.

As further depicted in the attached **Exhibit A**

TO HAVE AND TO HOLD said easement for public sanitary sewer purposes so long as the same shall be used, operated and maintained as such. The Grantors herein expressly limits the grant and quitclaim of this easement to its respective interest, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2025.

GRANTEE:

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GVD Partners, LP
A Washington Limited Partnership
 as to 88.5% undivided ownership

By 
Jeffrey R. Bornholdt, Vice President

GVD Commercial Properties, Inc.
A California Corporation
as to 11.5% undivided ownership

By GVS
Gerald V. Dicker,
Chief Executive Officer

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 WASHINGTON)
 :ss
COUNTY OF SPOKANE)

This record was acknowledged before me on 4/18/25 by **Jeffrey R. Bornholdt**, as Vice President of GVD Investments, Inc., General Partner of **GVD Partners, LP**.

Notary Public
State of Washington
Kaitlin Petersen
Commission No. 22007018
Commission Expires 04-03-26


Notary Public for the State of WA
Commission Expires: 4.3.26

STATE OF WASHINGTON)
 :ss
COUNTY OF SPOKANE)

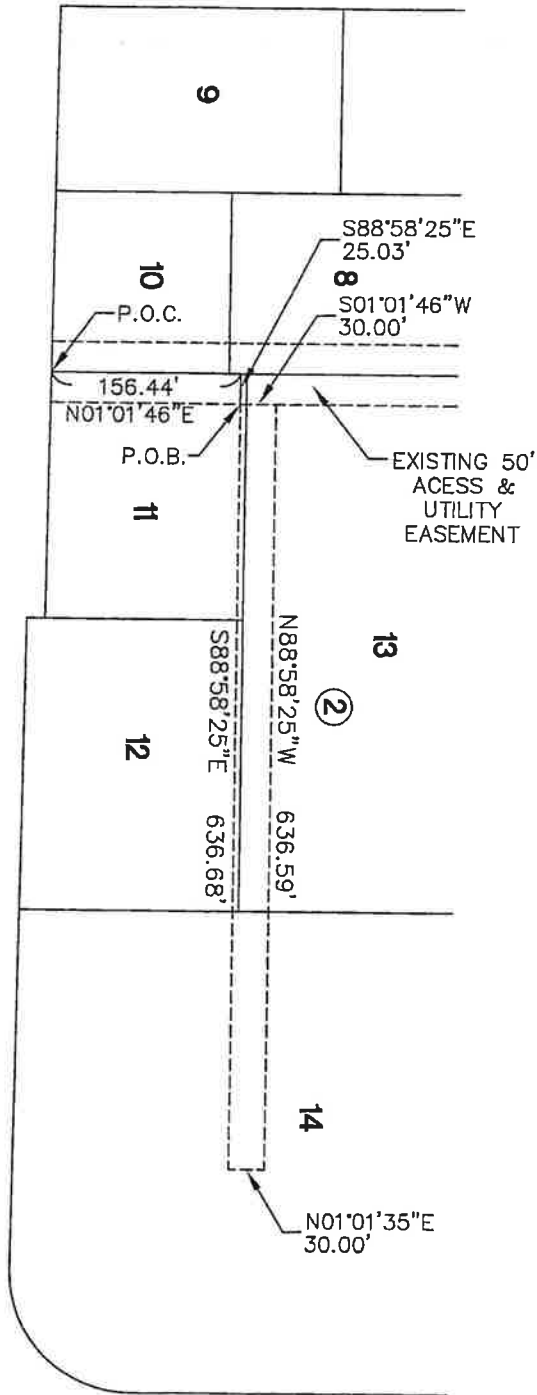
This record was acknowledged before me on 4/18/25 by **Gerald V. Dicker**, as Chief Executive Officer of **GVD Commercial Properties, Inc.**

Notary Public
State of Washington
Kaitlin Petersen
Commission No. 22007018
Commission Expires 04-03-26


Notary Public for the State of WA
Commission Expires: 4.3.26

EXHIBIT A

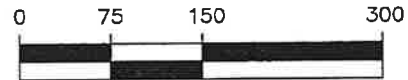
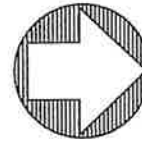
COMMERCIAL TRACTS AT PRAIRIE CROSSING EASEMENT EXHIBIT



LEGAL DESCRIPTION

A PORTION OF LOTS 11-14, BLOCK 2 OF COMMERCIAL TRACTS AT PRAIRIE CROSSING PER PLAT RECORDED IN BOOK "L", PAGE 879, RECORDS OF KOOTENAI COUNTY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE N01°01'46"E, 156.44 FEET ALONG THE WEST LINE OF SAID LOT 11; THENCE S88°58'25"E, 25.03 FEET TO THE POINT OF BEGINNING; THENCE S88°58'25"E, 636.68 FEET; THENCE N01°01'35"E, 30.00 FEET; THENCE N88°58'25"W, 636.59 FEET; THENCE S01°01'46"W, 30.00 FEET TO THE POINT OF BEGINNING.



909 N. ARGONNE RD
SPOKANE VALLEY, WA 99212
509-926-1322

SIMPSON
ENGINEERS, INC.



SEWER EASEMENT LOCATION - PRAIRIE CROSSING

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Hollis Staal

SUBJECT: 7-Eleven Pleasant View & Seltice Grant of Rights-of-Way and Easement (SPR-24-27)

ITEM AND RECOMMENDED ACTION:

This item is the dedication of the Rights-of-Way and Easements associated with the development of a 7-Eleven at the intersection of Pleasant View Road and Seltice Way. Staff requests that the city council review and approve the dedication of these rights of way and easements. No presentation is planned on this item.

DISCUSSION:

Post Falls Municipal Code section 18.20.130 requires easements and dedications as part of the Site Plan Review process when necessary to allow a project to meet legal requirements and to be compatible with present or future development of neighboring lands. This development is located at the southeast corner of Pleasant View Rd. and Seltice Way. The site plan for this development was approved by City staff on March 4th, 2025, with the condition that ROW and Easement were dedicated prior to project completion. Once recorded, the attached Grant of ROW and Easement memorializes these dedications.

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. 7-Eleven Pleasant View & Seltice - ROW Dedication
2. 7-Eleven Pleasant View & Seltice - Easement Dedication
3. 7-Eleven Pleasant View & Seltice - Quit Claim Deed

GRANT OF RIGHT-OF-WAY
7-Eleven Pleasant View & Seltice
File No. SPR-24-27

KNOWN ALL MEN BY THESE PRESENTS, that **Pleasant View Prairie, LLC**, a **Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property:

THE EAST 15 FEET OF THE WEST 30 FEET OF TRACTS 8 AND 9, PLAT 9, EAST GREENACRES IRRIGATION DISTRICT, KOOTENAI COUNTY, STATE OF IDAHO, ACCORDING TO THE PLAT RECORDED IN BOOK B OF PLATS AT PAGE 86, RECORDS OF KOOTENAI COUNTY, IDAHO.

EXCEPT THE SOUTH 200 FEET OF SAID TRACT 9.

AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF IDAHO BY INSTRUMENT RECORDED IN BOOK 110 OF DEED, PAGE 354, RECORDS OF KOOTENAI COUNTY, IDAHO.

CONTAINING 5678 SQ. FT., MORE OR LESS

As depicted in the attached **Exhibit A**.

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2025.

GRANTEE:

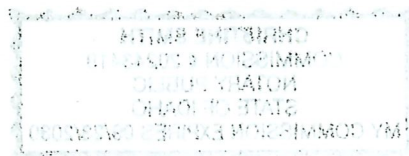
CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk



GRANTOR(S):

Pleasant View Prairie, LLC.

By 
Jaclyn Olsen, Manager

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)

On this 18 day of APRIL, 2025, before me, a Notary for the State of Idaho, personally appeared **Jaclyn Olsen**, known, or identified to me to be the **Manager of Pleasant View Prairie, LLC**, an Idaho Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Pleasant View Prairie, LLC** and that he is duly authorized to do 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: KOOTENAI COUNTY
Commission Expires: 9/23/2030

**RIGHT OF WAY DEDICATION
EXHIBIT "A"**

THE EAST 15 FEET OF THE WEST 30 FEET OF TRACTS 8 AND 9, PLAT 9, EAST GREENACRES IRRIGATION DISTRICT, KOOTENAI COUNTY, STATE OF IDAHO, ACCORDING TO THE PLAT RECORDED IN BOOK B OF PLATS AT PAGE 86, RECORDS OF KOOTENAI COUNTY, IDAHO.

EXCEPT THE SOUTH 200 FEET OF SAID TRACT 9.

AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF IDAHO BY INSTRUMENT RECORDED IN BOOK 110 OF DEED, PAGE 354, RECORDS OF KOOTENAI COUNTY, IDAHO.

CONTAINING 5678 SQ. FT., MORE OR LESS



LOCATED IN THE NW 1/4 OF SECTION 5, TOWNSHIP 50 N., RANGE 5 W., BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO



I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

DATE SURVEYED: 02/13/2024	DRAFTED BY: DTL	PLOT DATE: 10/22/2024	SHEET 1
FILE NAME: 24-020 BLA	CHECKED BY: CJW	PROJECT No.: 24-020	

P.O. Box 2544 Post Falls, ID 83777
208-660-2351
johnsonsurveyinginc.com

GRANT OF EASEMENT
7-Eleven Pleasant View & Seltice
File No. SPR-24-27

KNOW ALL MEN BY THESE PRESENTS that, **Pleasant View Prairie, LLC, an Idaho Limited Liability Company**; herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

THE EAST 15 FEET OF THE WEST 45 FEET OF TRACTS 8 AND 9, PLAT 9, EAST GREENACRES IRRIGATION DISTRICT, KOOTENAI COUNTY, STATE OF IDAHO, ACCORDING TO THE PLAT RECORDED IN BOOK B OF PLATS AT PAGE 86, RECORDS OF KOOTENAI COUNTY, IDAHO. EXCEPT THE SOUTH 200 FEET OF SAID TRACT 9.
AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF IDAHO BY INSTRUMENT RECORDED IN BOOK 110 OF DEED, PAGE 354, RECORDS OF KOOTENAI COUNTY, IDAHO.

CONTAINING 5679 SQ. FT., MORE OR LESS

As further depicted in the attached **Exhibit A**

TO HAVE AND TO HOLD said easement for public sidewalk, storm water drainage and utilities purposes so long as the same shall be used, operated and maintained as such. The Grantors herein expressly limits the grant and quitclaim of this easement to its respective interest, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2025.

GRANTEE:

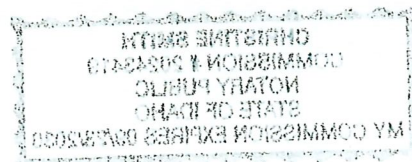
CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk



GRANTOR(S):

Pleasant View Prairie, LLC

By 
Jaclyn Olsen, Manager

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)

On this 18 day of APRIL, 2025, before me, a Notary for the State of Idaho, personally appeared **Jaclyn Olsen**, known, or identified to me to be the **Manager of Pleasant View Prairie, LLC**, an Idaho Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Pleasant View Prairie, LLC** and that he is duly authorized to do 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: KOOTENAI COUNTY
Commission Expires: 9/23/2030

GRANT OF EASEMENT
EXIHIBIT "A"

THE EAST 15 FEET OF THE WEST 45 FEET OF TRACTS 8 AND 9, PLAT 9, EAST GREENACRES IRRIGATION DISTRICT, KOOTENAI COUNTY, STATE OF IDAHO, ACCORDING TO THE PLAT RECORDED IN BOOK B OF PLATS AT PAGE 86, RECORDS OF KOOTENAI COUNTY, IDAHO.

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CONTAINING 5679 SQ. FT., MORE OR LESS

RECORD OF SURVEY - BOUNDARY LINE ADJUSTMENT

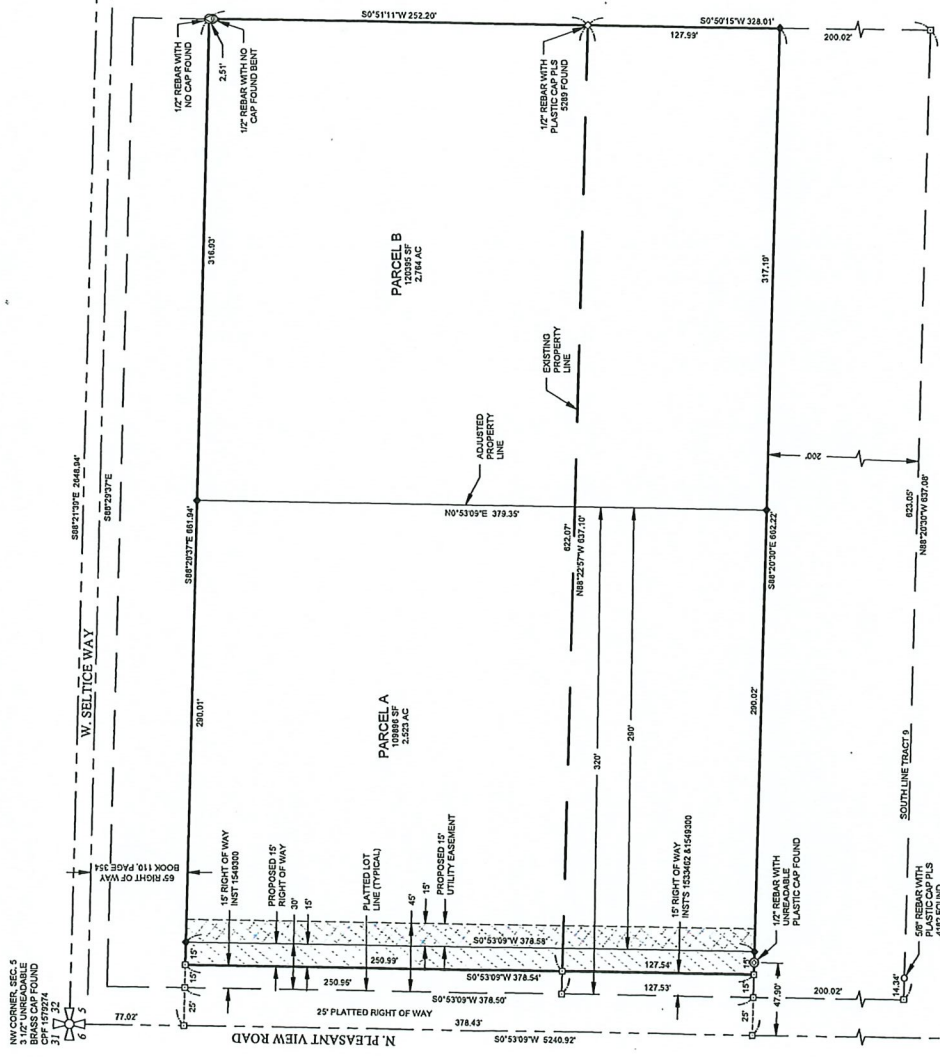
TRACTS 8 AND 9 OF PLAT 9 OF GREENACRES IRRIGATION DISTRICT
 LOCATED IN THE NW 1/4 OF SECTION 5, TOWNSHIP 50 N., RANGE 5 W., BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE
 INSTR #



H-Scale 1"=0
 0 100 200

N 1/4 CORNER, SEC. 5
 3 1/2" REBAR WITH
 PLASTIC CAP PLS
 4102 FOUND



LEGEND

- SET 1/2" x 3/4" REBAR WITH YELLOW PLASTIC CAP PLS 937
- CALCULATED POSITION, NOTHING FOUND OR SET
- N 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- CPI/F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R1 RECORD OF SURVEY BY RUSSELL C. HONIGER, PLS 928, RECORDED IN BOOK 19 OF SURVEYS AT PAGE 126, UNDER INSTRUMENT NO. 1248332.
- R2 RECORD OF SURVEY BY RUSSELL C. HONIGER, PLS 928, RECORDED IN BOOK 19 OF SURVEYS AT PAGE 126, UNDER INSTRUMENT NO. 1248332.
- R3 PLAT NO. 9, GREENACRES IRRIGATION DISTRICT BY HARRY B. STONER, PLS 82, RECORDED IN BOOK 8 OF PLATS AT PAGE 86.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE MOUNTAIN MEAN TIME ZONE. THE SURVEY WAS CONDUCTED ON THE DATE OF 10/15/2024. THE SURVEY WAS CONDUCTED IN THE PRESENCE OF THE FOLLOWING WITNESSES: [List of witnesses].

RECORDERS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS DAY OF 10/15/2024 AT 10:00 AM. I AM UNDER INSTRUMENT NO. 1248332 AT THE REQUEST OF JOHNSON SURVEYING. KOOTENAI COUNTY CLERK BY: DEPUTY CLERK FEE:

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CONDUCT A BOUNDARY LINE ADJUSTMENT FOR PARCELS A AND B, LOCATED IN THE NW 1/4 OF SECTION 5, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO. WHERE FOUND/HOLD AS DEPICTED HEREON.

NOTES

- EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS, RECORDED OR UNRECORDED.

SURVEYOR'S CERTIFICATE

I, JOHNSON SURVEYING, P.C., A PROFESSIONAL CORPORATION, HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE IDAHO LAND SURVEYING ACT, AND I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT STATEMENT OF THE SURVEY. I AM A LICENSED SURVEYOR IN THE STATE OF IDAHO, AND I AM NOT PROVIDING ANY PROFESSIONAL OPINION OR GUARANTEE OF THE ACCURACY OF THE SURVEY. THE SURVEY WAS CONDUCTED IN THE PRESENCE OF THE FOLLOWING WITNESSES: [List of witnesses].

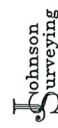
CHANG J. JOHNSON PLS 9367 DATE



RECORD OF SURVEY

TRACTS 8 AND 9 OF PLAT 9 OF GREENACRES IRRIGATION DISTRICT
 NW 1/4 SECTION 5, TOWNSHIP 50 NORTH, RANGE 5 WEST,
 BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 10/15/2024	DRAFTED BY: DJL	PROJECT NO.: 24-400	SHEET 1
FILE NAME: 24-400 B.L.A.	CHECKED BY: DJL		



P.O. Box 254 Post Falls, ID 83777
 johnsonsurveying.com

QUIT CLAIM DEED

For good and valuable consideration, receipt of which is hereby acknowledged that, PLEASANT VIEW PRAIRIE, LLC, as to **(GRANTOR)** does hereby grant, bargain, sell and convey to PLEASANT VIEW PRAIRIE, LLC, as to **[GRANTEE]**, whose address is 701 E. Front Ave, FL 2, Coeur D' Alene, ID 83814, the real property located in the Kootenai County, Idaho legally described in EXHIBIT "A" & "B" attached:

The purpose of this quit claim deed is to adjust the boundary line descriptions of two (2) previously existing parcels to two (2) newly described parcels, and not for creating any further building parcels, in compliance with Section 8.6.103(D) Kootenai County Code.

Dated this 18 day of April 2025.



JACLYN OLSEN, MEMBER

ACKNOWLEDGEMENT

STATE OF IDAHO) s.s.
COUNTY OF KOOTENAI)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 18 DAY OF APRIL,
IN THE YEAR OF 2025, BY JACLYN OLSEN, MEMBER OF PLEASANT VIEW PRAIRIE, LLC.

SIGNATURE OF NOTARY



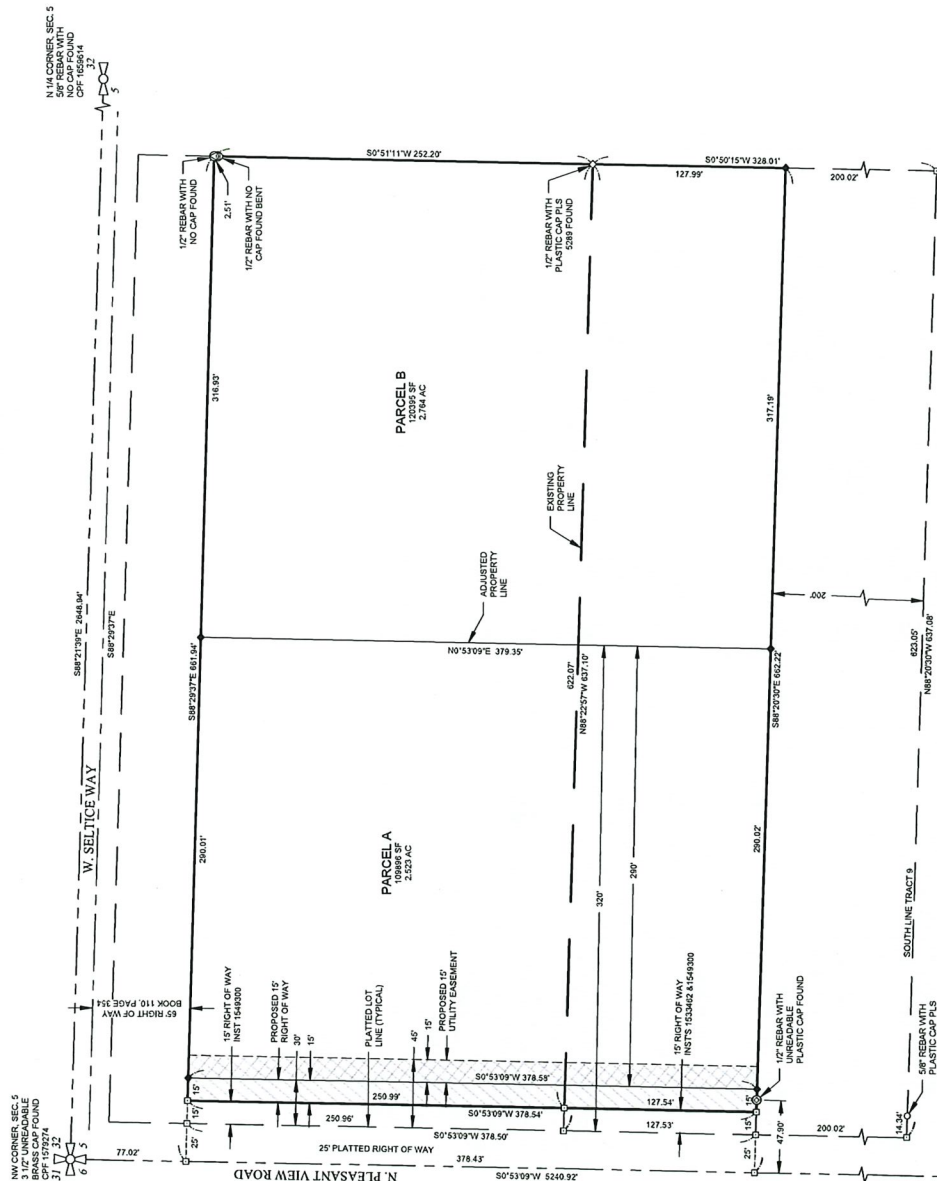
MY COMMISSION EXPIRES ON

9/23/2030



RECORD OF SURVEY - BOUNDARY LINE ADJUSTMENT

TRACTS 8 AND 9 OF PLAT 9 OF GREENACRES IRRIGATION DISTRICT
LOCATED IN THE NW 1/4 OF SECTION 5, TOWNSHIP 50 N., RANGE 5 W., BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- N 4 S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- CORNER REPERCUSSION & FILING RECORD (WITH INSTRUMENT NO.)

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY RUSSELL G. HONAKER, P.L.S. 5288, RECORDED IN BOOK 10 OF SURVEYS AT PAGE 126, UNDER INSTRUMENT NO. 1234638.
- R-2 RECORD OF SURVEY BY RUSSELL G. HONAKER, P.L.S. 5288, RECORDED IN BOOK 10 OF SURVEYS AT PAGE 116, UNDER INSTRUMENT NO. 1433986.
- R-3 RECORD OF SURVEY BY RUSSELL G. HONAKER, P.L.S. 5288, RECORDED IN BOOK 8 OF PLATS AT PAGE 14.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT USING NAD 83 DATUM. THE SURVEY WAS CONDUCTED USING A TOTAL STATION WITH A HORIZONTAL REFERENCE FRAME OF NAD83. BEARINGS SHOWN ARE TRUE BEARINGS. ALL DISTANCES SHOWN ARE GROUND SURVEY FEET. WITH A COMBINED SCALE FACTOR OF 1.00002978 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF -10.3526°

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, THIS

DAY OF _____, 20____, AT _____ M.
AND DULY RECORDED IN BOOK _____ OF SURVEYS AT PAGE(S) _____
AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF
JOHNSON SURVEYING.

KOOTENAI COUNTY CLERK _____ BY _____ DEPUTY CLERK
FEE _____

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO CONDUCT A BOUNDARY LINE ADJUSTMENT OF THE PARCELS DEPICTED HEREON, SURVEY MONUMENTS WHERE FOUND AS DEPICTED HEREON.

NOTES

- EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS RECORDED OR UNRECORDED.

SURVEYOR'S CERTIFICATE

I, LEO J. JOHNSON, P.L.S. 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED GREENACRES IRRIGATION DISTRICT, TRACTS 8 AND 9, PLAT 9, NW 1/4, SECTION 5, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO. THE CORNER RECORDS HAVE BEEN FILED IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

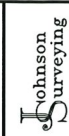
LEO J. JOHNSON, P.L.S. 9367 DATE _____



RECORD OF SURVEY

TRACTS 8 AND 9 OF PLAT 9 OF GREENACRES IRRIGATION DISTRICT
NW 1/4, SECTION 5, TOWNSHIP 50 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: 09/13/2024	DRAFTED BY: DJL	PROJECT NO.: 24-020	SHEET: 1
FILE NAME: 24-020_BLA	CHECKED BY: CJL	PROJECT NO.: 24-020	1



P.O. Box 2444 Post Falls, ID 83877
208-666-2251
johnsonsurveying.com

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: North Place East 3rd Addition Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This agreement reflects the construction phase of the North Place East 3rd Addition subdivision. The agreement sets forth the typical expectations and responsibilities of the Developer of the subdivision, and the City of Post Falls. This is a 48-lot subdivision located north of E. Penrose Ave and east of N. Heaton Avenue. This is the 3rd Addition to the North Place East Development. The application was submitted by Greenstone-Kootenai II. The construction drawings were approved by the city engineer after finding that they meet the city's adopted standards.

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Master Development Agreement - January 7, 2025.

APPROVED OR DIRECTION GIVEN:

Approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Typical costs associated with the ownership, operation and maintenance costs for public roadway, water and sanitary sewer infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Draft CIA 4.24.25
2. NPE 3rd Location Map

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Greenstone-Kootenai II** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **North Place East 3rd Addition**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER

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

CITY

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

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

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

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

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded or adequate surety provided; and no Certificates of Occupancy will be issued until the plat has been recorded and all improvements necessary for public health and safety are constructed and

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

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

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

North Place East 3rd Addition

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

ATTACHMENT "A"

Legal Description
For
Northplace East 3rd Addition
(Revised 12-17-24)
(Revised 01-14-25)

A portion of the Northwest Quarter of Section 26, Township 51 North, Range 5 West, in the City of Post Falls, Kootenai County, Idaho described as follows:

BEGINNING at the Northeast Corner of Tract A of Northplace East, Recorded in Book L of Plats, Pages 615 thru 615C; thence N39°16'39"W a distance of 20.87 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 313.50 feet and a chord bearing and distance of N30°41'44"W, 93.56 feet; thence Northwesterly along said curve through a central angle of 17°09'50" an arc distance of 93.91 feet to the beginning of compound curve concave to the Northeast and having a radius of 576.72 feet and a chord bearing and distance of N17°29'49"W, 92.84 feet; thence Northerly along said curve through a central angle of 09°14'00" an arc distance of 92.94 feet to the beginning of a reverse curve concave to the Southwest and having a radius of 151.50 feet and a chord bearing and distance of N14°41'03"W, 9.54 feet; thence Northerly along said curve through a central angle of 03°36'29" an arc distance of 9.54 feet to the beginning of a reverse curve concave to the East and having a radius of 208.50 feet and a chord bearing and distance of N08°25'08"E, 175.62 feet; thence Northerly along said curve through a central angle of 49°48'51" an arc distance of 181.27 feet to the beginning of a reverse curve concave to the Northwest and having a radius of 186.50 feet and a chord bearing and distance of N24°17'43"E, 58.55 feet; thence Northerly along said curve through a central angle of 18°03'42" an arc distance of 58.79 feet to the beginning of a compound curve concave to the West and having a radius of 820.00 feet and a chord bearing and distance of N07°57'53"E, 208.38 feet; thence Northerly along said curve through a central angle of 14°35'58" an arc distance of 208.94 feet; thence N00°39'54"E a distance of 185.61 feet; thence S89°20'05"E a distance of 196.99 feet; thence S00°39'54"W a distance of 9.98 feet; thence S89°20'06"E a distance of 175.00 feet; thence S00°39'54"W a distance of 7.08 feet; thence S87°59'39"E a distance of 274.22 feet to the beginning of a tangent curve concave to the South and having a radius of 498.00 feet and a chord bearing and distance of S83°24'58"E a distance of 79.50 feet; thence Easterly along said curve through a central angle of 09°09'22" an arc distance of 79.58 feet to the beginning of a no-tangent curve concave to the Southeast and having a radius of 2159.60 feet and a chord bearing and distance of N18°39'04"E, 23.33 feet; thence Northeasterly along said curve through a central angle of 00°37'09" an arc distance of 23.33 feet; thence S71°02'21"E a distance of 193.00 feet to the beginning of a non-tangent curve concave to the Southeast and having a radius of 1966.60 feet and a chord bearing and distance of S13°01'45"W, 406.45 feet; thence Southerly along said curve through a central angle of 11°51'47" an arc distance of 407.18 feet; thence S79°35'40"E a distance of 11.20 feet; thence S10°31'36"W a distance of 55.02 feet; thence S10°23'29"W a distance of 120.69 feet; thence S07°47'49"W a distance of 18.89 feet to the Northerly boundary line of said Northplace East; thence along said Northerly boundary line the following (6) six courses;

- 1) The beginning of a non-tangent curve concave to the North and having a radius of 755.50 feet and a chord bearing and distance of N80°18'27"W, 49.98 feet; thence Easterly along said curve through a central angle of 03°47'29" an arc distance of 49.99 feet to the beginning of a reverse curve concave to the South and having a radius of 858.50 and a chord bearing and distance of N88°07'37"W, 289.74 feet;

- 2) Thence Westerly along said curve through a central angle of $19^{\circ}25'49''$ an arc distance of 291.14 feet to the beginning of a reverse curve concave to the North and having a radius of 941.50 feet and a chord bearing and distance of $S84^{\circ}56'38''W$, 91.53 feet;
- 3) Thence Westerly along said curve through a central angle of $05^{\circ}34'20''$ an arc distance of 91.56 feet to the beginning of a reverse curve concave to the South and having a radius 510.00 feet and a chord bearing and distance of $S74^{\circ}21'39''W$, 235.85 feet;
- 4) Thence Southwesterly along said curve through a central angle of $26^{\circ}44'17''$ an arc distance of 238.00 feet to the beginning of a compound curve concave to the Southeast and having a radius of 897.50 feet and a chord bearing and distance of $S57^{\circ}42'39''W$, 102.73 feet;
- 5) Thence Southwesterly along said curve through a central angle of $06^{\circ}33'43''$ an arc distance of 102.79 feet;
- 6) Thence $S52^{\circ}40'12''W$ a distance of 57.00 feet to the POINT OF BEGINNING.

Containing 13.52 acres more or less.



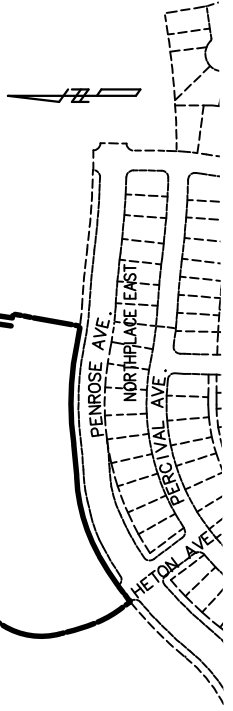
NW CORNER SECT. 26
FOUND PER CP&F NO.
2558021000

22723
27726

PRAIRIE AVENUE
S 88°42'11" E
2645.44'

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

PROJECT
LOCATION



VICINITY MAP

NOT TO SCALE



LEGEND

- SET 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "MEM 9717", TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
- SET 5/8" X 30" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717"
- SET 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717", TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
- SET 1" COPPER CAPS WITH MAGNETS IN SIDEWALK MARKED "MEM 9717", TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.

- △ FOUND 5/8" X 30" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717"
- FOUND 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "MEM 9717"

⑬ BLOCK NUMBER

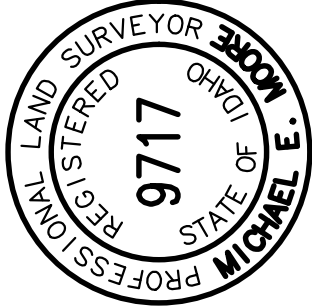
TOTAL AREA=13.515 ACRES

✱ 10' UTIL., SIDEWALK AND DRAINAGE EASEMENT

P.O.B.= POINT OF BEGINNING

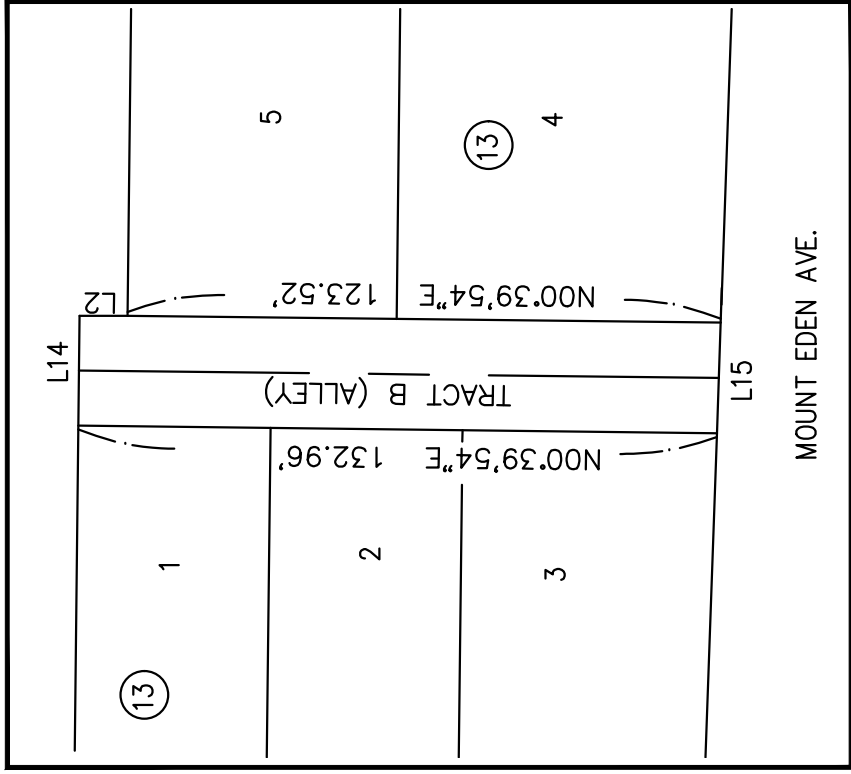
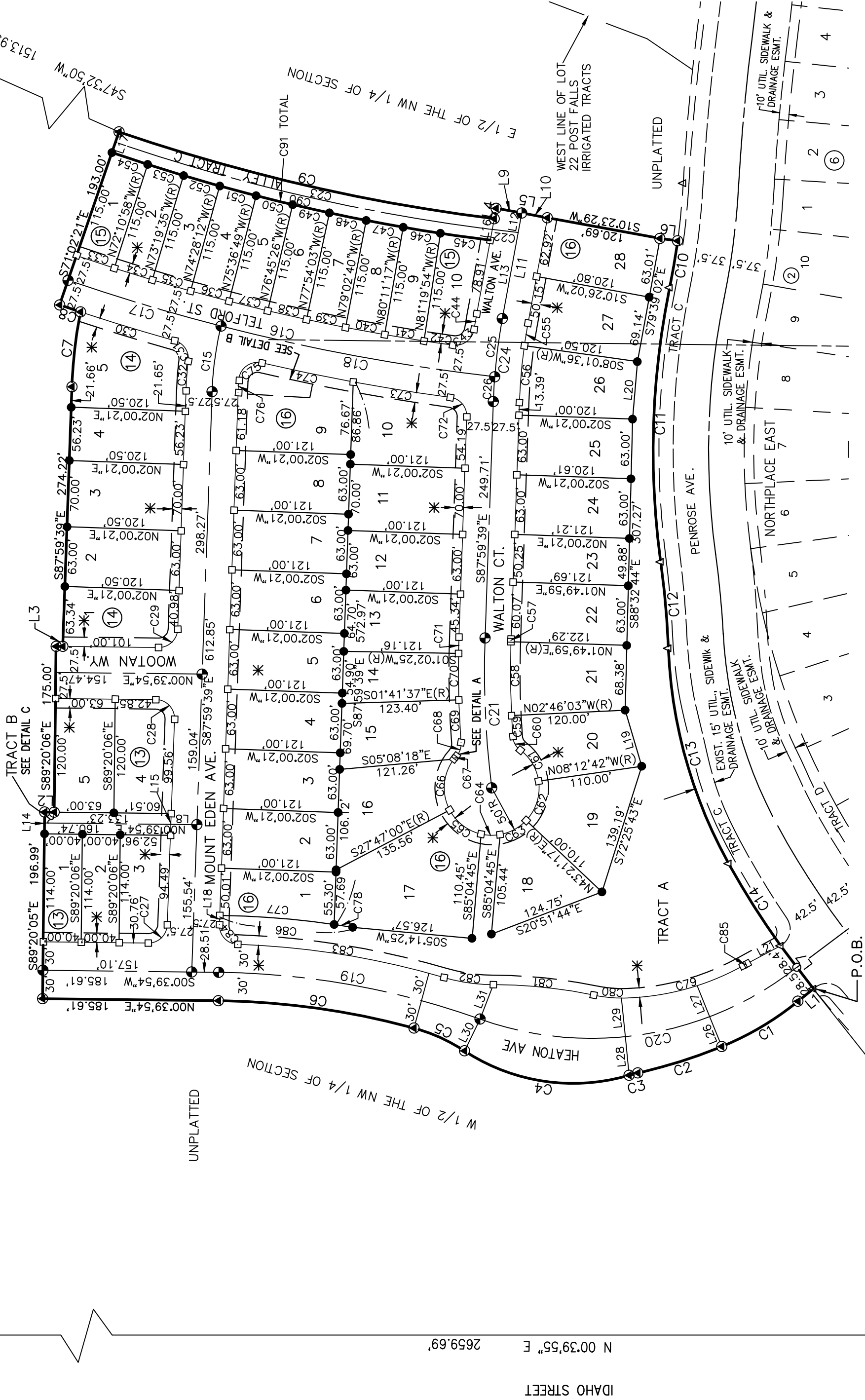
(R)=RADIAL LINE

PRELIMINARY



NORTHPLACE EAST 3RD ADDITION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



DETAIL C
TRACT B (ALLEY)
1"=40'

SURVEYOR'S NARRATIVE
THIS PLAT IS A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 5 WEST, IN THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO.
THE FOUND MONUMENTS ALONG THE NORTHERLY BOUNDARY LINE OF NORTHPLACE EAST, RECORDED IN BOOK L OF PLATS, PAGES 615 THRU 615B WERE ACCEPTED FOR THEIR POSITION.

BASIS OF BEARINGS

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

SURVEY REFERENCES

- (R1) NORTHPLACE EAST, RECORDED IN BOOK L OF PLATS, PAGES 615 THRU 615B
- (R2) POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C, PAGE 78

RFK LAND SURVEYING INC..

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	AS NOTED	24-201
DATE	DATE	SHEET	FIELD BOOK
01/21/25	01/21/25	1 OF 3	

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

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

Greenstone-Kootenai II

FOR

North Place East 3rd Addition

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

North Place East 3rd Addition

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls:
\$ 1,817,889.00
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ -0-**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 76,200.00**
5. Total cost of improvements: **\$ 1,894,089.00**
6. Warranty amount: **\$ 94,704.45**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

North Place East 3rd Addition

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Greenstone-Kootenai II

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

ATTACHMENT "D"

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

Greenstone-Kootenai II

FOR

North Place East 3rd Addition

CONSTRUCTION DRAWINGS

Plans Titled: **North Place East 3rd Addition**

Dated: **4/23/25**

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

Sheets 1 through 14

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

Greenstone-Kootenai II

FOR

North Place East 3rd Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	S	W	S	T	M	F	T
0		North Place East 3rd Addition	155 days?	Wed 3/12/25	Tue 10/14/25								
1		North Place East 3rd addition	155 days?	Wed 3/12/25	Tue 10/14/25								
2		stake Center line	1 day?	Wed 3/12/25	Wed 3/12/25								
3		Precon Meeting	1 day?	Fri 5/9/25	Fri 5/9/25								
4		Mass Grading	9 days	Mon 5/12/25	Thu 5/22/25								
5		stake Sewer	1 day?	Fri 5/23/25	Fri 5/23/25	4							
6		sewer Installation	17 days	Mon 5/26/25	Tue 6/17/25	5							
7		Stake Water	1 day	Wed 6/18/25	Wed 6/18/25	6							
8		Install Water	12 days	Thu 6/19/25	Fri 7/4/25	7							
9		Dry Utility design complete	1 day	Mon 7/7/25	Mon 7/7/25	8							
10		stake Stormwater	1 day	Tue 7/8/25	Tue 7/8/25	9							
11		Install stormwater	4 days	Wed 7/9/25	Mon 7/14/25	10							
12		Order Street signs	0 days	Mon 7/14/25	Mon 7/14/25	11							
13		Order CBU's	0 days	Mon 7/14/25	Mon 7/14/25	12							
14		Plat complete	0 days	Mon 7/14/25	Mon 7/14/25	13							
15		Stake Utility crossings	1 day	Tue 7/15/25	Tue 7/15/25	14							
16		Dig Utility Crossings	2 days	Wed 7/16/25	Thu 7/17/25	15							
17		Utility Crossings	2 days	Fri 7/18/25	Mon 7/21/25	16							
18		stake Curb	1 day	Tue 7/22/25	Tue 7/22/25	17							
19		Road Subgrade	4 days	Wed 7/23/25	Mon 7/28/25	18							
20		Curb Grade	6 days	Tue 7/29/25	Tue 8/5/25	19							
Project: North Place East 3rd Ad Date: Thu 4/17/25							Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress						
Page 1													

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	S	W	S	T	M	F	T
21		Catch Basin adjustments	2 days	Wed 8/6/25	Thu 8/7/25	20							
22		Curb Installation	3 days	Fri 8/8/25	Tue 8/12/25	21							
23		Base Rock	8 days	Wed 8/13/25	Fri 8/22/25	22							
24		Adjustments	3 days	Mon 8/25/25	Wed 8/27/25	23							
25		Pave	2 days	Thu 8/28/25	Fri 8/29/25	24							
26		Sidewalk	7 days	Mon 9/1/25	Tue 9/9/25	25							
27		Stake lot lines for Utilities	1 day	Wed 9/10/25	Wed 9/10/25	26							
28		Utility Trench	2 days	Thu 9/11/25	Fri 9/12/25	27							
29		Utility Install	7 days	Mon 9/15/25	Tue 9/23/25	28							
30		Utility Pedestals and energize	6 days	Wed 9/24/25	Wed 10/1/25	29							
31		Street signs	1 day	Thu 10/2/25	Thu 10/2/25	30							
32		Landscape	5 days	Fri 10/3/25	Thu 10/9/25	31							
33		Set lot corners	2 days	Fri 10/10/25	Mon 10/13/25	32							
34		Install CBU's	1 day?	Tue 10/14/25	Tue 10/14/25	33							

Project: North Place East 3rd Ad

Date: Thu 4/17/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

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

Greenstone-Kootenai II

FOR

North Place East 3rd Addition

ENGINEERING SERVICES FEE SUMMARY

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

48 Lots X \$350.00 = \$ **16,800.00**

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

Greenstone-Kootenai II

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **110 W Town & Country**

4 lights X 12 months X **\$ 13.18** per month = **\$ 632.64**

Street light type: **30' Pole 4' Arm**

4 lights X 12 months X **\$ 13.18** per month = **\$ 632.64**

TOTAL = \$ 1365.28

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

Greenstone-Kootenai II

FOR

North Place East 3rd Addition

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

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

_____ (# of SF homes) x \$7,675.00 = \$_____

_____ (# of Commercial service units) x \$7,675.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,675.00
-----------------------------------	------------

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

Greenstone-Kootenai II

FOR

North Place East 3rd Addition

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

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

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

Water Cap Fees

_____ x	3/4" – 1"	= \$3,320.00 Residential	=	\$ _____
_____ x	1"	= \$5,534.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$11,068.00	=	\$ _____
_____ x	2"	= \$17,709.00	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

Greenstone-Kootenai II

FOR

North Place East 3rd Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Doug Desmond, P.E.

ENGINEERING FIRM: Kootenai-Greenstone II

ADDRESS: N. 1421 Meadowwood Lane #200

CITY: Liberty Lake STATE: WA ZIP: 99019

PHONE NO.: 509-458-5860

E-MAIL ADDRESS: ddesmond@greenstonehomes.com

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

Greenstone-Kootenai II

FOR

North Place East 3rd Addition

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Greenstone-Kootenai II

FOR

North Place East 3rd Addition

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)SS
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

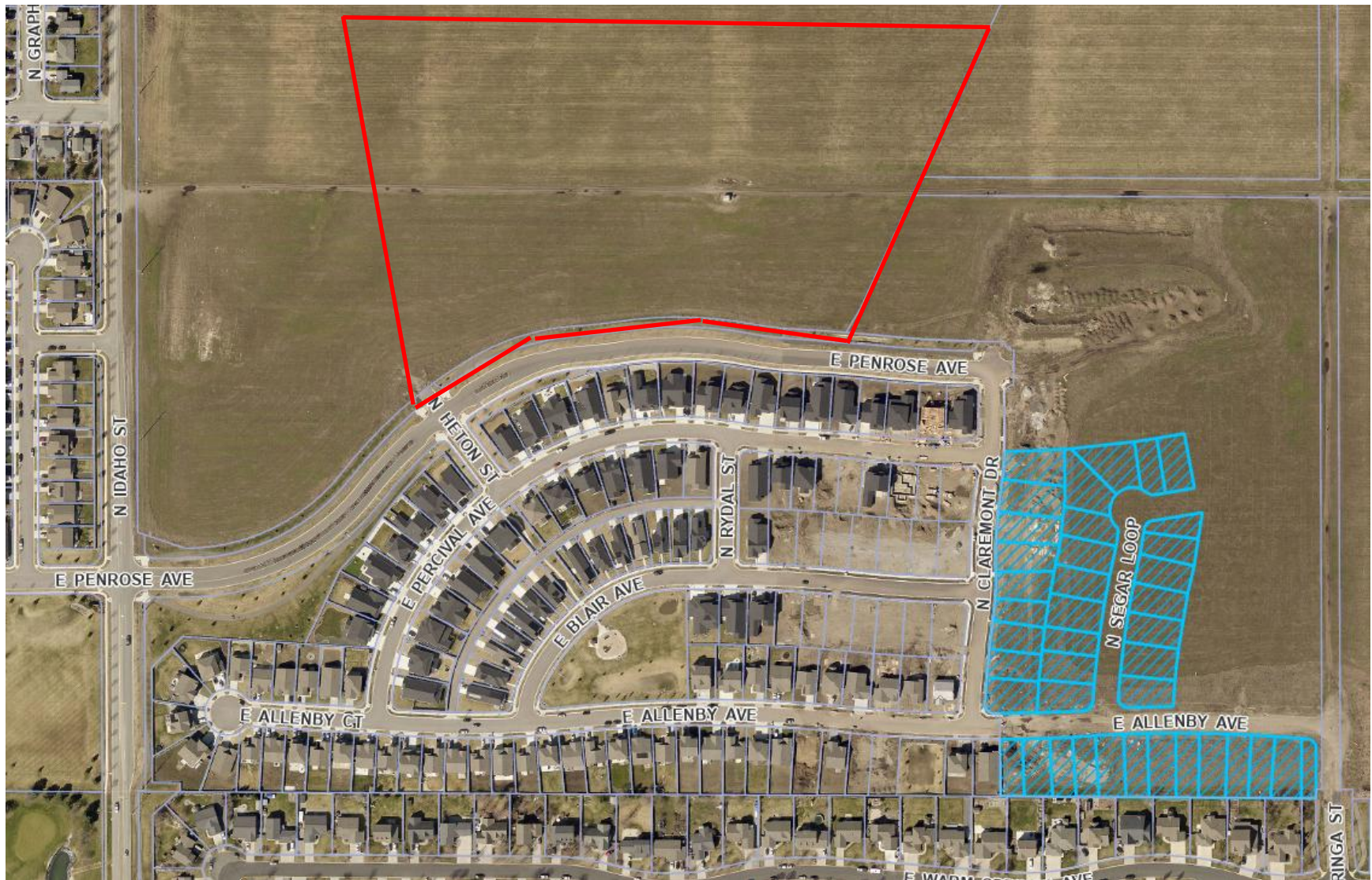
Greenstone-Kootenai II

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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



NORTH PLACE EAST 3RD ADDITION LOCATION MAP

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jason Faulkner, Finance Director

SUBJECT: Public Hearing on Fee Increases and New Fees

ITEM AND RECOMMENDED ACTION:

This item is a public hearing to consider public comment on a proposal to increase certain fees as outlined in the staff presentation. If the fees are approved after the public hearing, staff will bring a revised fee resolution to the next city council meeting to formally adopt the fee increases.

DISCUSSION:

Each year, during the budget process, staff reviews city fees to ensure that the fees being charged for services are adequate. Additionally, staff reviews, and recommends, changes to fees during the year when a need arises to adjust fees before the next annual fee hearing. In this case, there was a need to increase several fees prior to the annual fee hearing later this summer. The fees that staff are recommending be increased are listed in the attached PowerPoint.

If the fee increases are approved following the hearing, staff will bring a revised fee resolution to the next city council meeting for adoption.

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. Fee Public Hearing

Fee Resolution Public Hearing

Jason Faulkner, Finance Director

May 6th, 2025



(Image of your choice)

Business License:

Current: \$25

Proposed: New License, \$100 with a \$50 renewal

Vehicle Storage:

Current: \$15 per day

Proposed: \$25 per day

Parking Fine:

Current: \$20.00

Proposed: \$40.00

Salvage Permit Fee (30 days):

Current: \$75

Proposed: \$100

Salvage Permit Fee (6 months):

Current: \$300

Proposed: \$500

PD Community Room Cleaning Fee:

Current: \$25

Proposed: \$50

PD Audio/Visual:

Current: \$10

Proposed: \$15

Records and Copy Fees

Current: \$2

Proposed: \$15 for thumb drive

PD Community Room Rental:

Current: \$25

Proposed: \$35

Recreation:

Adult Flag Football Tournament: \$150 Resident/\$150 Non-resident

Rock Climbing Adult: \$60 for 1 session (indoors)

Rock Climbing Youth: \$50 for 1 session (indoors)

Rock Climbing Youth: \$130 for 3 session (indoors)

Volleyball Tournament: \$110/\$110 to \$150/\$150

Youth Competitive Basketball: \$478/\$495 to \$485/\$500

Cemetery:

Memorial Tree: \$1,250 to \$2,500

Parks:

Grand Pavilion heat \$25 per hour and lights \$25 per hour.

Black Bay Park Gas BBQ : \$50

Special Room Configuration/Setup: \$75

Ball/Sports Field 2 hour minimum from \$15 to \$20 per hour.

Prep of baseball fields: \$40 per day to \$50 per day.

Corbin disc golf course: weekday \$250 and weekend \$500

Parks donation bench: \$5,500

Concessionaire Fee: \$25 per day + 15% of sales over \$500

Education & Fitness Activity User Fee: \$2.00 per person plus any shelter/field fees.

Fee in-lieu for parking:

Current: \$6,102

Proposed: \$17,815

Wastewater:

Dye Test: \$50 to \$95

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/6/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Construction Agreement for Warren Field Park Road Frontage Improvements

ITEM AND RECOMMENDED ACTION:

The Parks Department is seeking council approval for the mayor to sign the construction agreement and notice of award with WM. Winkler Co. for the construction of Road Frontage Improvements along Idaho and 2nd Ave at Warren Field Park.

DISCUSSION:

On April 16, 2024 council approved staff to proceed with an application for the Idaho Community Development Block Grant (ICDBG) for Warren Field Park Road Frontage Improvements. The city was awarded the grant for \$325,000 on August 12, 2024. Then on September 3, 2024, council approved the design contract with J-U-B Engineers for the survey and engineering design of said road frontage improvements.

On April 2, 2025, the city opened bids for the road frontage improvements. The city received four bids and WM. Winkler Co. was the low bidder at \$302,304. The Engineer's Estimate for construction was \$327,000.00. After review, J-U-B and City legal staff believe the bid to be responsive and recommend the project be awarded to WM. Winkler Co. The improvements to 2nd Avenue and Idaho Street along Warren Field Park will include curbing, gutter, stormwater management, sidewalks, asphalt parking, and street and pedestrian lighting. ADA standards will be significantly improved through ADA pedestrian road crossing ramps, striped parking stalls including ADA parking, and ADA- accessible routes to enter the park.

Staff is also seeking council approval for a contingency of 10 percent in the amount of \$30,230.40 for potential change orders of unforeseen conditions, utilizing the remaining grant funding and Warren Park Improvement general fund budget. 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:

04/16/24 - Idaho Community Development Block Grant Application for Warren Field Park Road Frontage Improvements, Fair Housing Resolution, and Citizen Participation Plan
09/03/24 - Consultant Contract for Warren Park Frontage Improvements

APPROVED OR DIRECTION GIVEN:

Council approved or provided direction to proceed on the previously reviewed council items.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$302,304.00 Reimbursed through ICDBG funds

BUDGET CODE:

001-444.0000.94180

ATTACHMENTS:

1. J-U-B Bid Review
2. Legal Bid Review
3. Warren Frontage Improvements - Agreement
4. Warren Frontage Improvements - Notice of Award
5. Warren Road Frontage - PowerPoint

April 2, 2025

Robbie Quinn
City of Post Falls
2002 W. Seltice Way
Post Falls, ID 83854

RE: CITY OF POST FALLS – Warren Park Improvements Project – Bid Analysis

Dear Mr. Quinn:

On April 2, 2025, the City of Post Falls received four bids for the City of Post Falls – Warren Park Frontage Improvements Project. Per Article 19.04 of the Instructions to Bidders, the basis of award is on the total of the Base Bid. Per Article 2 of the Bid Form, the Bids will remain subject to acceptance for 45 days after the Bid opening. The apparent low and responsive bid was submitted by Wm. Winkler Company with a total price for Base Bid of \$302,304.00. For comparison, the Engineer's Opinion of Probable Cost for the total project is \$ 327,000 (+10% Contingency).

BIDDER	Base Bid
Wm. Winkler Company	\$ 302,304.00
LaRiviere Inc.	\$ 306,211.00
Big Sky ID Corp	\$ 348,178.95
WM Welch Corp	\$ 62,938,969.00

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

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

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



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

We noted the following potential irregularities during our review of the Bids relative to the aforementioned items, which are also identified on the Bid Abstract.

WM Welch Corp

- Discrepancy in bid totals due to math errors when multiplying unit price and quantity.

Please have the City of Post Falls' legal counsel review the potential irregularities listed above, review the entirety of the bids received for responsiveness, and conduct any further review that is warranted in order to determine the final award status.

We are prepared to develop the award and agreement documents should you choose to award the project to the Apparent low bidder, Wm. Winkler Company.

If you have any further comments or revisions to this information, please let us know. If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,

J-U-B ENGINEERS, Inc.

Riannon Zender, P.E.

Project Manager

Attachments: Bid Abstract (1 page)

Engineer's Opinion of Probable Cost: \$327,000 (+ 10% Contingency)

BID ABSTRACT

				BIDDER NAME:		Wm. Winkler Company		LaRiviere Inc.		Big Sky ID Corp		WM Welch Corp	
				ADDRESS:		P.O. Box 430, 5516 N. Starr Rd. Newman Lake, WA 99025		17564 N. Dylan Ct. Rathdrum, ID 83858		10063 Navion Dr. Hayden, ID 83835		2700 E. Seltice Way STE 14 Post Falls, ID 83854	
ITEM	ITEM	EST.		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
NO.	DESCRIPTION	QUAN.	UNIT	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
BASE BID													
2010.4.1.A.1	Mobilization	1	LS	\$48,101.00	\$48,101.00	\$31,609.00	\$31,609.00	\$40,350.00	\$40,350.00	\$15,969.00	\$15,969.00		
201.4.1.C.1	Removal of Obstructions	1	LS	\$3,850.00	\$3,850.00	\$9,922.00	\$9,922.00	\$10,151.00	\$10,151.00	\$6,500.00	\$6,500.00		
202.4.1.D.1	Excavation and Site Grading	1	LS	\$54,720.00	\$54,720.00	\$11,264.00	\$11,264.00	\$27,107.00	\$27,107.00	\$105,000.00	\$105,000.00		
202.4.5.A.1	Unsuitable Material Excavation	10	CY	\$230.00	\$2,300.00	\$71.00	\$710.00	\$49.00	\$490.00	\$7,500.00	\$75,000.00		
301.4.1.A.1	Trench Excavation	620	LF	\$5.25	\$3,255.00	\$11.00	\$6,820.00	\$17.35	\$10,757.00	\$8,500.00	\$5,270,000.00		
601.4.1.A.17	8" Storm Drain Pipe, HDPE	20	LF	\$93.00	\$1,860.00	\$55.00	\$1,100.00	\$84.30	\$1,686.00	\$20,000.00	\$400,000.00		
706.4.1.A.5	Standard 6" Vertical Curb and Gutter	787	LF	\$24.00	\$18,888.00	\$41.00	\$32,267.00	\$41.70	\$32,817.90	\$30,000.00	\$23,610,000.00		
706.4.1.E.1	Concrete Sidewalk, 4"	451	SY	\$46.00	\$20,746.00	\$75.00	\$33,825.00	\$84.30	\$38,019.30	\$30,000.00	\$13,530,000.00		
706.4.1.H.1	Pedestrian Ramps with Detectable Warning Domes	3	EA	\$4,372.00	\$13,116.00	\$4,897.00	\$14,691.00	\$6,361.00	\$19,083.00	\$15,000.00	\$45,000.00		
802.4.1.B.1	Crushed Aggregate for Base, Type I	480	TON	\$53.75	\$25,800.00	\$32.00	\$15,360.00	\$41.20	\$19,776.00	\$22,000.00	\$10,560,000.00		
810.4.1.A.1	Plant Mix Pavement, SP-3 PG 58-28	165	TON	\$137.50	\$22,687.50	\$170.00	\$28,050.00	\$200.00	\$33,000.00	\$23,000.00	\$3,795,000.00		
1103.4.1.A.1	Construction Traffic Control	1	LS	\$7,325.00	\$7,325.00	\$13,749.00	\$13,749.00	\$6,496.00	\$6,496.00	\$10,000.00	\$10,000.00		
1104.4.1.A.1	Pavement Line Paint or Painted Pavement Markings	625	SF	\$3.10	\$1,937.50	\$4.00	\$2,500.00	\$4.15	\$2,593.75	\$8,500.00	\$5,312,500.00		
1104.4.1.B.1	Thermoplastic Pavement Markings	30	SF	\$14.30	\$429.00	\$18.00	\$540.00	\$19.25	\$577.50	\$2,500.00	\$75,000.00		
1105.4.1.E.1	Permanent Signing	6	EA	\$750.50	\$4,503.00	\$930.00	\$5,580.00	\$1,008.00	\$6,048.00	\$2,500.00	\$15,000.00		
SP-1	Drywell - Single Depth	2	EA	\$4,500.00	\$9,000.00	\$3,009.00	\$6,018.00	\$4,540.00	\$9,080.00	\$25,000.00	\$50,000.00		
SP-2	Remove and Reset Sign	2	EA	\$686.00	\$1,372.00	\$850.00	\$1,700.00	\$920.75	\$1,841.50	\$5,000.00	\$10,000.00		
SP-3	Landscaping	1	LS	\$28,205.00	\$28,205.00	\$46,946.00	\$46,946.00	\$46,552.25	\$46,552.25	\$27,000.00	\$27,000.00		
SP-4	Landscape Irrigation	1	LS	\$34,209.00	\$34,209.00	\$43,560.00	\$43,560.00	\$41,752.75	\$41,752.75	\$27,000.00	\$27,000.00		
BASE BID TOTAL					\$302,304.00		\$306,211.00		\$348,178.95		\$62,938,969.00		
Completed Bid Form				Yes		Yes		Yes		Yes			
Addenda No.1 Acknowledged				Yes		Yes		Yes		Yes			
General Contractor Public Works License Number				PWC-C-10110-U-1-2-4		PWC-C-17425		002207-U		018607-AA-1-3			
Anti-Discrimination Affidavit				Yes		Yes		Yes		Yes			
Contractor's Non-Collusion Affidavit				Yes		Yes		Yes		Yes			
Bid Bond Penal Sum Form				Yes		Yes		Yes		Yes			
Naming of Subcontractors													
Electrical				N/A		Thorco, Inc. : PWC-C-10130		N/A		N/A			
HVAC				N/A		N/A		N/A		N/A			
Plumbing				N/A		N/A		N/A		N/A			

Big Sky Listed Other Subcontractors: Wm. Winkler (Concrete) PWC-C-10110, Clearwater Summit Group (Landscape) PWC-C-10022, Diamond Asphalt (Paving) 026632, Specialized Pavement Markings (Sign/Stripe) PWC-C-14511, Inland Traffic Control (Traffic Control) 040406

WM Welch Corp: Math errors between Bid Unit Price and Bid Price. Total on their bid was \$390,969.00. We have highlighted the math errors in the spreadsheet to display the correct total based off their unit unit price.



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

Memorandum of Legal Counsel

To: Robbie Quinn, Parks Planner
From: Christopher Gabbert, Deputy City Attorney
Date: April 16, 2025
Re: April 2, 2025, Bid Opening – Warren Road Frontage

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 April 2, 2025, I received copies of four (4) bids that were received and opened by the City Clerk, Shannon Howard at or about 11:00 a.m.

The bids consisted of bids from Wm. Winkler Co. (\$302,304), LaRiviere Inc. (\$306,211), Big Sky ID Corp. (\$348,178.95) and WM Welch Corp. (\$390,969). Based upon the bid totals, Wm Winkler Co. ("Winkler") appears to be the lowest responsive bidder. I have reviewed their submissions and that bid leads me to conclude that Wm. Winkler Company is the lowest responsive bidder and if the City intends to award the bid, then it should be awarded to Wm. Winkler Co. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that the submittal by Winkler 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. Executed Non-Collusion Affidavit;
 - e. The attestations and documents were executed by the president of the corporation.
3. I researched the Public Works License of Winkler to confirm the validity of the license, the level of the license, and the approved types of work. Winkler is a licensed Public Works Contractor with an "Unlimited" license No. PWC-C-10110. Pursuant to Idaho Code § 54-1904 a Class "Unlimited" license is issued for any contractor whose qualifications, ability, and responsibility to execute contracts for public works involving an estimated cost of more than five million dollars (\$5,000,000). The holder of a Class "Unlimited" license shall be entitled to engage in the public works contracting business in the state as provided in said license. I have attached the copy of the license information for your records.

Based upon my review Winkler is compliant with Idaho Law, the city of Post Falls procurement standards, and is the lowest responsive bidder at \$302,304 which is \$3,907 lower than the next responsive bidder, LaRiviere, Inc.

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

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

Sincerely,

A handwritten signature in cursive script that reads "Chris Gabbert".

Christopher Gabbert
Deputy City Attorney

Enclosures

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ City of Post Falls _____ ("Owner") and
_____ Wm. Winkler Company _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of new frontage improvements for Warren Park along 2nd Avenue and Idaho Street. The project improvements will include sidewalk, curb and gutter, pedestrian ramps, swales, and street and crosswalk illumination.

ARTICLE 2 - PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The City of Post Falls – Warren Park Frontage Improvements

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815 (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Contractor shall begin work in conformance with the Contract Documents and shall complete the work by the dates specified below. The project site will be available to the Contractor for project implementation on or around May 19, 2025, or when weather conditions permit, and only after approval from the Engineer.

B. The work to be performed pursuant to this Contract shall be substantially completed within 42 working days after the date when the Contract Times commence to run as provided in

Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 52 working days after the date when the Contract Times commence to run.

- C. Milestone: Final Completion of the project must be met by August 15, 2025. Final Completion will be within 10 working days after Substantial Completion. Substantial Completion is defined as the site being open for public use of all roadway lanes, parking areas, sidewalks and paths, without temporary traffic control devices, all irrigation materials installed and operating, and all landscaping materials installed.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraphs 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1200 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1200 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	BID PRICE	BID PRICE
BASE BID					
2010.4.1.A.1	Mobilization	1	LS	\$48,101.00	\$48,101.00
201.4.1.C.1	Removal of Obstructions	1	LS	\$3,850.00	\$3,850.00
202.4.1.D.1	Excavation and Site Grading	1	LS	\$54,720.00	\$54,720.00
202.4.5.A.1	Unsuitable Material Excavation	10	CY	\$230.00	\$2,300.00
301.4.1.A.1	Trench Excavation	620	LF	\$5.25	\$3,255.00
601.4.1.A.17	8" Storm Drain Pipe, HDPE	20	LF	\$93.00	\$1,860.00
706.4.1.A.5	Standard 6" Vertical Curb and Gutter	787	LF	\$24.00	\$18,888.00

706.4.1.E.1	Concrete Sidewalk, 4"	451	SY	\$46.00	\$20,746.00
706.4.1.H.1	Pedestrian Ramps with Detectable Warning Domes	3	EA	\$4,372.00	\$13,116.00
802.4.1.B.1	Crushed Aggregate for Base, Type I	480	TON	\$53.75	\$25,800.00
810.4.1.A.1	Plant Mix Pavement, SP-3 PG 58-28	165	TON	\$137.50	\$22,687.50
1103.4.1.A.1	Construction Traffic Control	1	LS	\$7,325.00	\$7,325.00
1104.4.1.A.1	Pavement Line Paint or Painted Pavement Markings	625	SF	\$3.10	\$1,937.50
1104.4.1.B.1	Thermoplastic Pavement Markings	30	SF	\$14.30	\$429.00
1105.4.1.E.1	Permanent Signing	6	EA	\$750.50	\$4,503.00
SP-1	Drywell - Single Depth	2	EA	\$4,500.00	\$9,000.00
SP-2	Remove and Reset Sign	2	EA	\$686.00	\$1,372.00
SP-3	Landscaping	1	LS	\$28,205.00	\$28,205.00
SP-4	Landscape Irrigation	1	LS	\$34,209.00	\$34,209.00
BASE BID TOTAL					\$302,304.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. Ninety-Five percent (95%) of Work completed (with the balance being retainage). ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

~~b. Ninety Five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one-hundred percent (100%) of the Work completed, less retainage and such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less two-hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to

be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor. Owner does not warrant that the Contract Documents or plans will be free from defect or error and Contractor is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect or error is discovered, the Contractor is obligated to inform the Owner.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- J. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- K. Contractor certifies that it does not, and will not for the life of the Agreement, boycott goods or services from Israel or territories under its control, per Idaho Code Section 67-2346 (effective July 1,2021).

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. WH-5 Public Works Contract Report
 - 5. **CDBG Forms included in Section 2**

6. Standard General Conditions to the Construction Contract – Division 100 of the Idaho Standards for Public Works Construction (not attached).
7. Supplementary Conditions.
8. Specifications and Special Provisions as listed in the table of contents of the Project Manual.
9. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).
10. Drawings consisting of 20 sheets with each sheet bearing the following general title: Warren Park Frontage Improvements.
11. Addenda (numbers 1 to 1, inclusive).
12. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 20, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award.
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- B. assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may ~~shall~~ be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Nondiscrimination Requirements*

- A. 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 State 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. The parties acknowledge that this is not a USDOT project, and the referenced regulations are adopted for purposes of spelling-out and clarifying non-discrimination for application to this project.
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, including employment practices.
3. Solicitations for Sub-contractors, 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 this 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 any other appropriate agency 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.

- B. *Incorporation of Provisions*

1. The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment. The contractor

shall take such action with respect to any sub-contractor or procurement as the contracting agency or any other appropriate agency may direct as a means of enforcing such provisions including sanctions for non-compliance.

2. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Owner enter into such litigation to protect Owner's.

10.07 *ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO*

- A. 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 acknowledgement 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.
- B. Boycotting Israel: If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Contractor employs ten (10) or more persons, then the 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).
- C. Government of China: Contractor certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
- D. Contract with Abortion Providers: To the extent this Agreement is subject to the use of public funds, 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).
- E. Employment of Bona Fide Idaho Residents: If this Agreement contemplates public works construction, Contractor agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on the Work in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Contractor employs less than fifty (50) employees on the Work, Contractor may employ up to ten (10%) nonresidents on the Work. In all cases, Contractor agrees to give a preference to bona fide Idaho residents. The parties agree that if the Work involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination of preferences among United States citizens.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Post Falls

By: _____

Title: Mayor Ronald G. Jacobson

Attest: _____

Title: City Clerk, Shannon Howard

Address for giving notices:

408 North Spokane St.

Post Falls, ID 83854

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

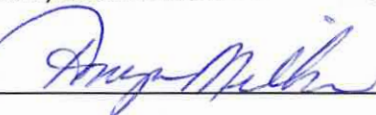
CONTRACTOR



By: Brian J. Winkler

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: Contract Administrator

Address for giving notices:

PO Box 430

Newman Lake, WA 99025

Idaho Public Works

Contractors License No.: PWC-C-10110-Unlimited 1-2-4
10/03/1983

Agent for service of process:

Brian J. Winkler / President

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**City of Post Falls, Idaho
Warren Park Frontage Improvements**

Notice of Award

Date: 04/02/2025

Project: Warren Park Frontage Improvements

Owner: City of Post Falls

Owner's Contract No.:

Contract: Warren Park Frontage Improvements

Engineer's Project No.: 07-24-093

Bidder: Wm. Winkler Company

Bidder's Address: *P.O. Box 430, 5516 N. Starr Rd, Newman Lake, WA 99025*

You are notified that your Bid dated 04/02/2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Warren Park Frontage Improvements.

The work consists of new frontage improvements for Warren Park along 2nd Avenue and Idaho Street. The project improvements will include sidewalk, curb and gutter, pedestrian ramps, swales, and street and crosswalk illumination.

The Contract Price of your Contract is Three Hundred Two Thousand, Three Hundred and Four no/100 Dollars (\$302,304.00).

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [2] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).
3. Other conditions precedent:
N/A

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 Contract Documents.

City of Post Falls

Owner

By:

Authorized Signature

Mayor Ronald G. Jacobson

Title

Copy to Engineer

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Warren Park Road Frontage Improvements

Robbie Quinn – Parks Planner
Parks and Recreation
May 6, 2025



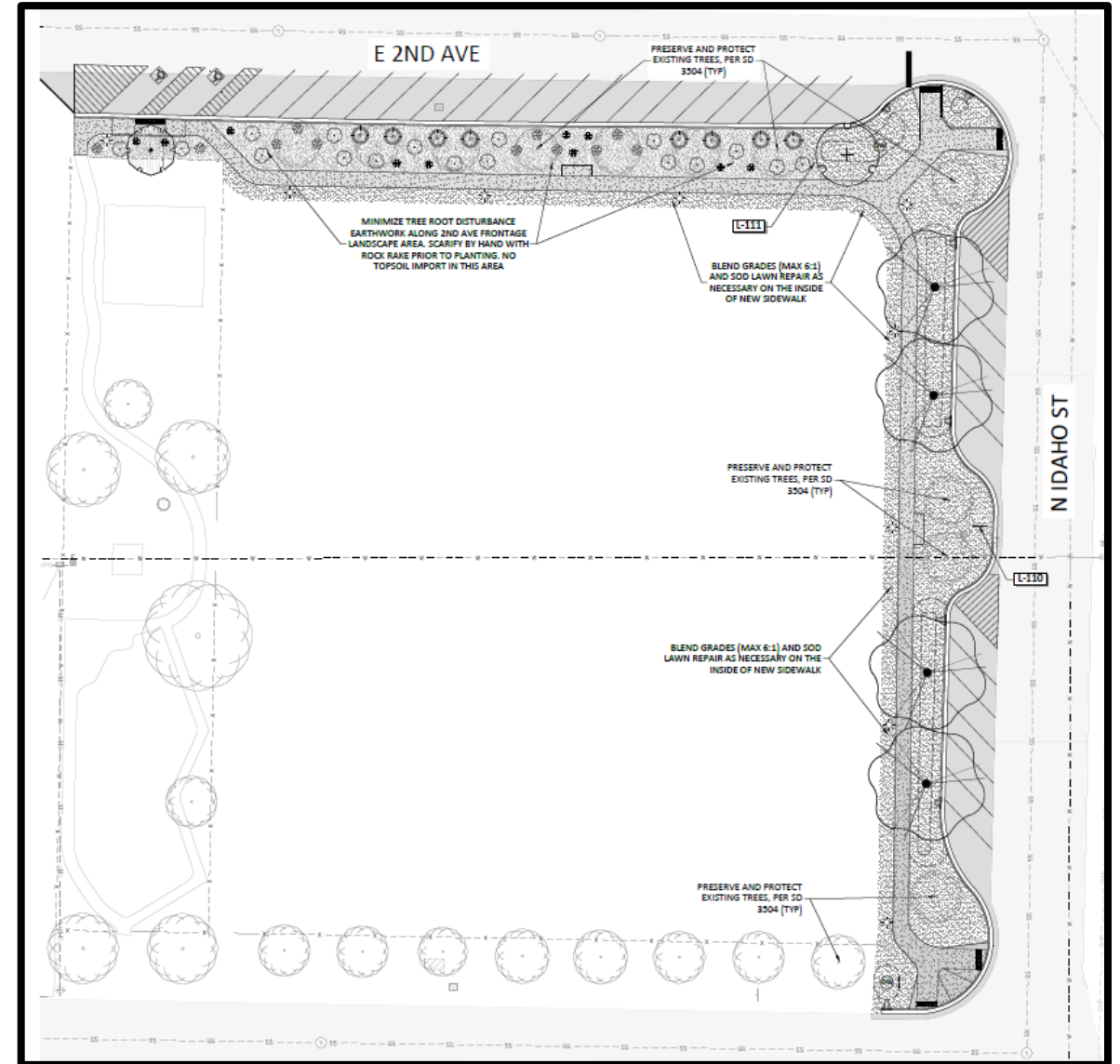
Background:

- April 2024 City applied for a Idaho Community Development Block Grant
- August 2024 the city was awarded the \$325,000 Block Grant

Scope of Improvements:

- Curbing
- Stormwater management
- Sidewalks
- Asphalt parking
- Pedestrian lighting
- ADA pedestrian ramps
- Landscape and Irrigation

March 19 – Out to Bid
April 2 – Bid Opening



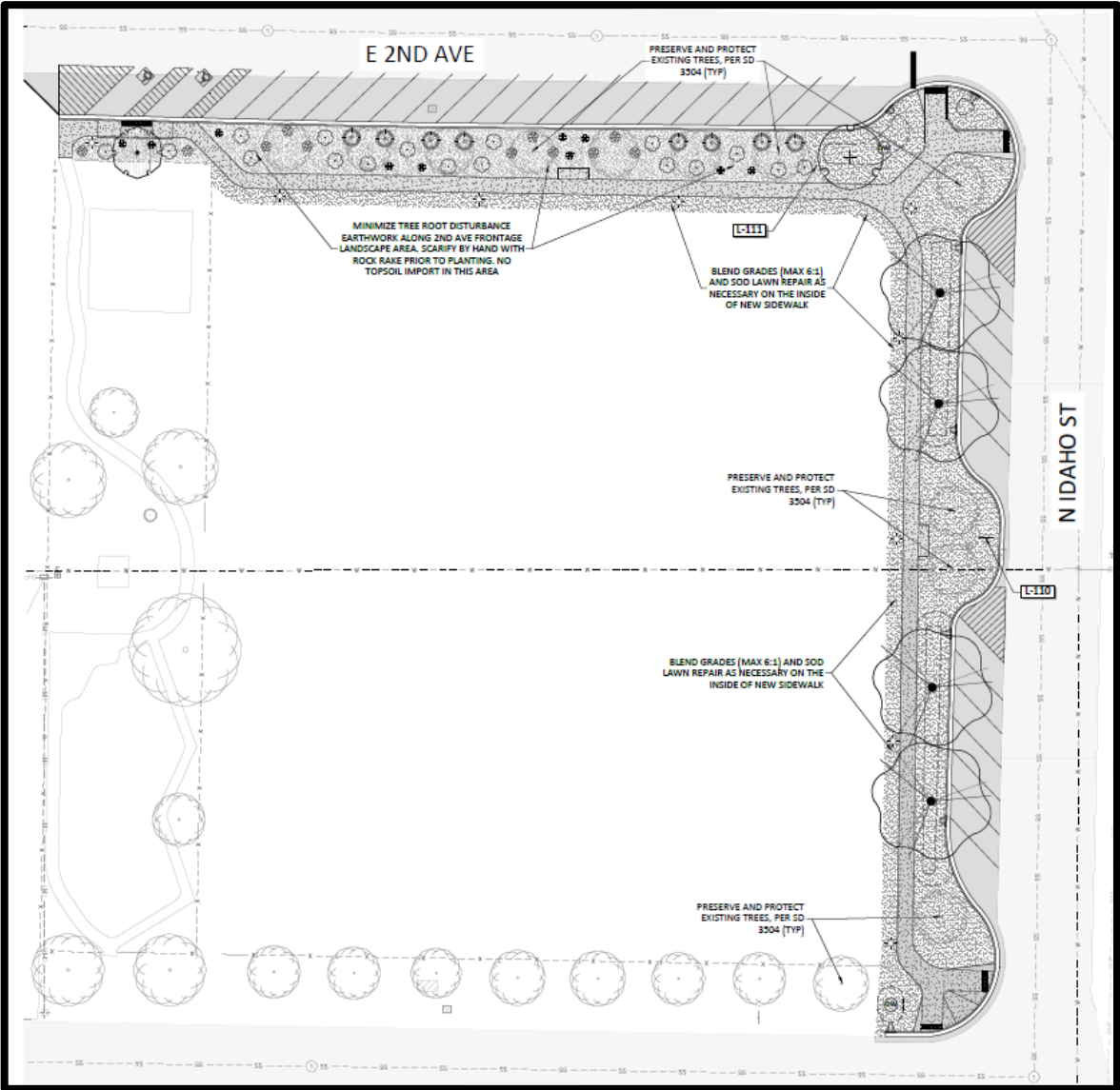
Bid Results

Engineer's Estimate	\$327,000.00
Wm. Winkler Co.	\$302,304.00
LaRiviere, Inc	\$306,211.00
Big Sky ID Corp	\$348,178.95
WM Welch Corp	\$390,969.00

Seeking 10% contingency for potential change orders of unforeseen conditions in the amount of \$30,230.40.

Construction	\$302,304.00
Contingency	\$30,230.40
TOTAL	\$332,534.4

Paid out of ICDBG Funding and the Warren Park Improvement general fund budget



THANK YOU

QUESTIONS?

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Ordinance - Killdeer Annexation (ANNX-24-4)

ITEM AND RECOMMENDED ACTION:

This item is the annexation ordinance for the Killdeer Annexation, which was approved by the city council following a public hearing on February 4, 2025. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On February 4, 2025, the city council held a public hearing to consider a request to annex approximately 4.89 acres and associated rights-of-way into the City of Post Falls with Single Family Residential (R-1) zoning. The entirety of the site is located at 2640 E. Killdeer Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the annexation request, which was approved March 18, 2025. The attached ordinance is the legal document that, once recorded, annexes the property into the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On March 18, 2025, the Development and Annexation Agreement was approved by City Council.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation; The attached and corresponding ordinance memorializes this property being in the City of Post Falls, once recorded.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ATTACHMENTS:

1. Killdeer Annexation Ordinance

ORDINANCE NO. _____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 4.89 ACRES LOCATED AT 2640 E. KILLDEER AVENUE; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance requested that the City Council of the City of Post Falls annex the property.

WHEREAS, public hearings were held before both the Planning and Zoning Commission on October 24, 2024, and the City Council on February 4, 2025, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Single Family Residential (R-1) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

SECTION 1: That the property legally described in Exhibit A, which is adjacent and contiguous to the City of Post Falls, is hereby annexed into the City of Post Falls.

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Single Family Residential (R-1) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

SECTION 3: That this Ordinance takes effect upon its passage and publication according to law.

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2025.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 4.89 acres and zoning the property Single Family Residential (R-1). The property is located at 2640 E. Kildeer Avenue, and is legally described as:

A parcel of land being the West half of Tract 23 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, lying in the South half of the northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the West quarter corner of said Section 25 being a 2.5 inch aluminum cap parked “PLS 8962” at the referenced location of CP&F Instrument Number 2688074000, Records of Kootenai County, from which the center quarter corner bears South 88°31’36” East a distance of 2647.44 feet; thence along the West line of said northwest quarter, North 00°36’45” East a distance of 1324.72 feet to a 5/8 inch rebar with an illegible yellow plastic cap at the intersection of said West line and centerline of Kildeer Avenue; thence along said centerline South 88°44’36” East a distance of 662.28 feet; thence leaving said centerline, South 00°35’37” West a distance of 20.00 feet to a 5/8 inch rebar with a yellow plastic cap marked “ESC PLS 4194” at the angle point of the existing City of Post Falls City Limits and the South Right-of-Way of Kildeer Avenue, said point also being the **True Point of Beginning;**

thence along said existing City of Post Falls City Limits and the South Right-of-Way of Kildeer Avenue, South 88°44’36” East a distance of 331.15 feet to the northwest corner of the East half of said Tract 23;

thence leaving said existing City of Post Falls City Limits and South Right-of-Way along the West line of said East half of Tract 23, South 00°37’25” West a distance of 644.23 feet to the northeast corner of the West half of Tract 26 of said Plat of Post Falls Irrigated Tracts;

thence along the North line of said West half of Tract 26, North 88°38’06” West a distance of 330.82 feet to a 5/8 inch rebar with a yellow plastic cap marked “ATS PLS 8962” at the southeast corner of Luverne Lane Right-of-Way and said existing City of Post Falls City Limits;

Thence along the East Right-of-Way of Luverne Lane, the East line of Block 4 of the Plat of Green Meadows filed in Book L of Plats at Page 456, Records of Kootenai County, and its extension thereof and the existing City of Post Falls City Limits, North 00°35’37” East a distance of 643.61 feet to the **True Point of Beginning;**

The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 North Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

Publish once in the City’s official newspaper.

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, annexing real property and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the contents thereof.

DATED this day of ,

Field K. Herrington, City Attorney

Exhibit A

Annexation Description

A parcel of land being the West half of Tract 23 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, lying in the South half of the northwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

Commencing at the West quarter corner of said Section 25 being a 2.5 inch aluminum cap marked "PLS 8962" at the referenced location of CP&F Instrument Number 2688074000, Records of Kootenai County, from which the center quarter corner bears South 88°31'36" East a distance of 2647.44 feet; thence along the West line of said northwest quarter, North 00°36'45" East a distance of 1324.72 feet to a 5/8 inch rebar with an illegible yellow plastic cap at the intersection of said West line and centerline of Killdeer Avenue; thence along said centerline, South 88°44'36" East a distance of 662.28 feet; thence leaving said centerline, South 00°35'37" West a distance of 20.00 feet to a 5/8 inch rebar with a yellow plastic cap marked "ESC PLS 4194" at the angle point of the existing City of Post Falls City Limits and the South Right-of-Way of Killdeer Avenue, said point also being the **True Point of Beginning;**

thence along said existing City of Post Falls City Limits and the South Right-of-Way of Killdeer Avenue, South 88°44'36" East a distance of 331.15 feet to the northwest corner of the East half of said Tract 23;

thence leaving said existing City of Post Falls City Limits and South Right-of-Way along the West line of said East half of Tract 23, South 00°37'25" West a distance of 644.23 feet to the northeast corner of the West half of Tract 26 of said Plat of Post Falls Irrigated Tracts;

thence along the North line of said West half of Tract 26, North 88°38'06" West a distance of 330.82 feet to a 5/8 inch rebar with a yellow plastic cap marked "ATS PLS 8962" at the southeast corner of Luverne Lane Right-of-Way and said existing City of Post Falls City Limits;

thence along the East Right-of-Way of Luverne Lane, the East line of Block 4 of the Plat of Green Meadows filed in Book L of Plats at Page 456, Records of Kootenai County, and its extension thereof and the existing City of Post Falls City Limits, North 00°35'37" East a distance of 643.61 feet to the **True Point of Beginning;**

said parcel containing 4.892 acres of land, more or less.

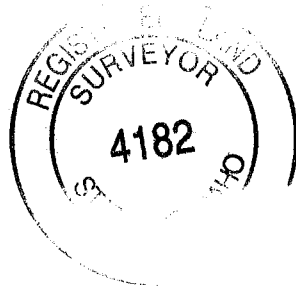
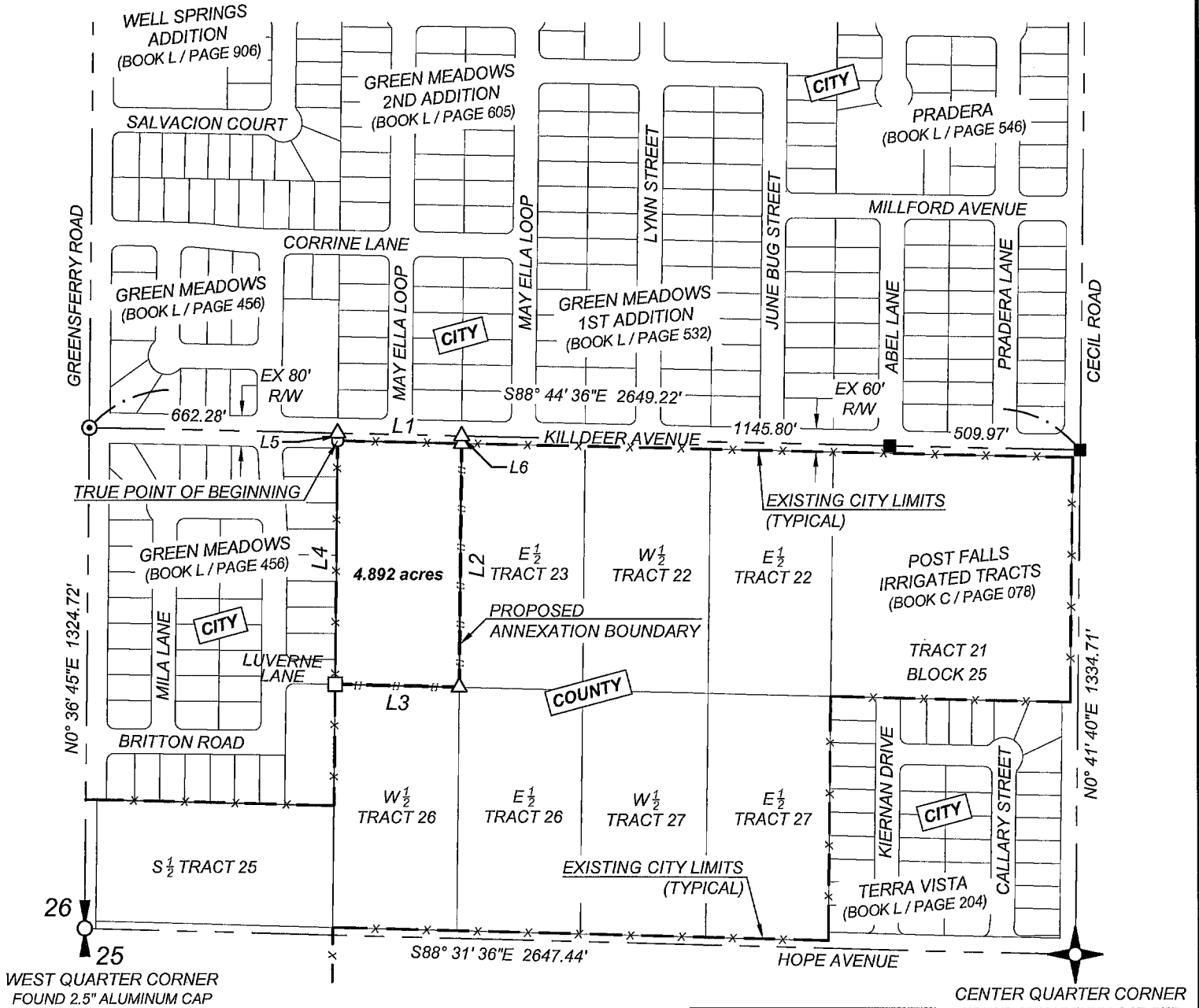


EXHIBIT A

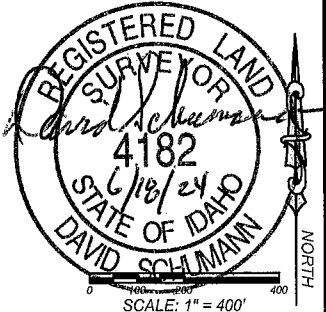


LEGEND

- △ CALCULATED POINT, NOTHING FOUND OR SET
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "ATS PLS 8962"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "ESC PLS 4194"
- FOUND 5/8" REBAR WITH ILLEGIBLE YELLOW PLASTIC CAP
- FOUND 2" ALUMINUM CAP MARKED "LCE PLS 4182"
- x-x- EXISTING CITY LIMITS
- ||- ANNEXATION BOUNDARY

Line Table		
Line #	Bearing	Length
L1	S88°44'36"E	331.15'
L2	S00°37'25"W	644.23'
L3	N88°38'06"W	330.82'
L4	N00°35'37"E	643.61'
L5	S00°35'37"W	20.00'
L6	N00°37'25"E	20.00'

CENTER QUARTER CORNER
FOUND 3" ALUMINUM CAP PER
CP&F 2540621000



126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PHONE: 208.676.0230
WWW.LAKECITYENGINEERING.COM

KILLDEER ANNEXATION THE WEST HALF OF TRACT 23, BLOCK 25

NW 1/4, SEC. 25, T 51 N, R 5 W,
B. M., KOOTENAI COUNTY, IDAHO

DESIGNED BY: DCD
DRAFTED BY: SMA/TCD
SCALE: 1" = 400'
DATE: 06/10/2024
JOB NO: 24-027
FILE: 24-027 ANNX EXB.dwg

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/6/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: Public Works Operations Center

ITEM AND RECOMMENDED ACTION:

Staff request City Council provide direction regarding the design and construction of a Public Works Operations Center. A presentation on this topic will be provided by Public Works staff during the City Council meeting.

Staff recommend proceeding with the design of the Public Works Operations Center. If approved, staff will begin the process of selecting an architect to design the Operations Center.

DISCUSSION:

Background:

Public Works divisions are currently hosted in a number of locations throughout the city. The Streets and Fleet divisions lease a space at the Water Reclamation Facility. The Water Division paid for one-half of the shop and admin facility at the Water Reclamation Facility. The Projects Division has used various offices over the last three years and is currently using space at City Hall.

The City's 2021 Facilities Needs Assessment addressed a need for the Streets, Fleet, and Water divisions to relocate off the site of the Water Reclamation Facility and for an operation center to house those divisions along with the needed administrative support staff. The Public Works portion of the larger facilities planning effort called for mitigating several immediate issues and purchasing land in the short-term and investing in an operations center around 2040. 9.5 acres was purchased in 2022 for the facility, on Hargrave Avenue to the east of Pleasant View Road. Instead of pursuing short-term modifications to the Streets facilities, in 2024 City Council approved a contract with Integrus Architecture to complete a feasibility analysis for an Operations Center to inform next steps.

Feasibility Analysis

Integrus assisted staff in reviewing potential site layouts, required improvements, and possible building configurations. While this was not a design effort, enough consideration was put into a potential design to develop reasonable cost estimates. The cost estimate for the first phase of the project is approximately \$11.6M. Overall, building the project at this time has been determined to be feasible. The feasibility analysis from Integrus is attached to this memo.

The major components of the project are to move the Streets Division, the Water Division, and the Utilities Admin staff to the new facility. The Fleet Division will move in the future when funding allows. A cost breakdown was developed and allocated between the general fund uses, and those for the water and wastewater enterprise funds. This is discussed in more detail below.

Future needs not addressed by this project include moving the fleet shop and sign shop to the new site, and to add additional operational amenities such as a decant facility and wash bay. Removing some of these "would like to have" elements from the initial phase of the project accounts for a \$1.2M decrease in cost, discussed in the feasibility report. The feasibility analysis from Integrus did not account for

growth beyond a five-year time period. As a note, the nomenclature of “need to have”, “want to have”, and “like to have” was a way of prioritizing project elements for the first phase of the project and does not reflect that any are unnecessary in the long-term.

Sewer service to the site is not currently available. The feasibility analysis included a plan to utilize a septic system for the near term and to connect to sanitary sewer when it becomes available. This will allow for office and crew accommodations in the near term but adding features such as a decant facility will require a sanitary sewer connection. The employee capacity projection of 54 full-time employees provides for approximately 50% growth in staffing, after including an allowance for Fleet to relocate to the new facility.

The next step in the process of developing this site would be to hire an architect to design the project.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 2025 – Facilities Needs Assessment Workshop

May 2024 – Feasibility Study Contract Award

October 2023 – Funding Discussion

June 2023 – Funding Discussion

December 2021 - Facilities Needs Assessment Approval – (several workshops during development)

APPROVED OR DIRECTION GIVEN:

Previously, the Council has directed staff to further pursue relocating Public Works operations to the new property on Hargrave. The February 2025 workshop was informational.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

To fund the implementation of the city-wide Facilities Needs Assessment, the city has been allocating money into a dedicated Facilities Fund. This fund is for construction of projects needed by all general fund divisions, including City Hall, the Police Department, Parks, and the non-enterprise fund elements of Public Works. The funding has come from both annual appropriations as well as a portion of any unused general fund money at the end of each fiscal year. The current balance of the fund is approximately \$12 million. Additionally, the City has set aside Water and Water Reclamation funds for the purpose of future capital projects.

The Facilities Needs Assessment contemplated both a short- and long-term spending plan based on available resources. In the short term, it was anticipated that projects would be funded from the Facilities Fund, Police impact fees, and utilities capital funds. However, when the time arrived to construct the operations center, a significant bond was expected to be needed. This mechanism is particularly useful as a planning tool in that it illustrates a future funding shortfall for which planning and mitigation are needed.

There are several opportunities which have arisen since the Facilities Needs Assessment was completed. A significant factor is that the Facilities Fund has accumulated more funding that was originally (conservatively) expected. Another is that Council approved foregoing the near-term mitigation projects for Streets in order to accelerate the construction of an operations center. The Facilities Needs Assessment included a need to address inflation in future projects. Building projects at today's costs when funds are available will save considerable on future inflated construction costs.

As discussed in the February workshop, moving the Public Works Operations Center earlier in the capital plan of the Facilities Needs Assessment is financially feasible. This is possible due to larger contributions into the reserve fund than were conservatively estimated, projects at Streets which were foregone, and projects which have come in below cost projections.

Based on the projected utilization of the building, the estimated impacts to the three funding sources are as follows:

Fund	Cost Allocation
General Fund (Facilities Reserve):	\$5.7M
Water	\$5.2M
Water Reclamation	\$0.8M
Total	\$11.7M

BUDGET CODE:

011-491.1801.93160

ATTACHMENTS:

1. City of Post Falls Ops_Master Plan_Report_final
2. 050625 Public Works Operations Center CC Presentation



CITY OF POST FALLS

PUBLIC WORKS OPERATION CENTER

MASTER PLAN & FEASIBILITY STUDY

Integrus Project No. 22418.00

January 14th, 2025

VALIDATION REPORT

INTEGRUS
A COLLABORATION OF YGH & INTEGRUS ARCHITECTURE

10 South Cedar
Spokane, WA 99201
509.838.8681 | Phone
509.838.2194 | Fax
www.integrusarch.com

Section 1	Executive Summary Narrative
Section 2	Program & Area Summary Phase 1 Phase 2 Site Overview Site Development Erosion Control Site Demolition Grading On-Site Drainage Roads & Surfacing Systems Paving & Surfacing Materials Water & Fire Service Gas, Telephone & Power Utilities
Section 3	Design Options Pinwheel Option <i>Figure 01 - Site Plan pg. 13</i> <i>Figure 02 - Pinwheel Floor Plan</i> "U" Option <i>Figure 03 - U Option Site Plan pg. 15</i> <i>Figure 04 - U Option Floor Plan pg. 16</i> Two Story Option <i>Figure 05 - 2 Story Site Plan pg. 18</i> <i>Figure 06 - Main Entry Render pg. 18</i>
Section 4	Preferred Concept "Lazy T" <i>Figure 07 - Lazy T Site Plan pg. 20</i> <i>Figure 08 - Lazy T Floor Plan pg. 21</i> <i>Figure 09 - Lazy T Main Entry pg. 22</i> <i>Figure 10 - Lazy T Aerial pg. 22</i>
Section 5	Project Scope & Cost Estimate <i>Figure 11 - Program and Space Needs</i> <i>pg. 24</i> Project Budget Prioritization Exercise <i>Figure 12 - Prioritization Exercise</i> Project Budget Narrative
Section 6	Appendix Appendix 1 - Cost Estimate pg. 29 Appendix 2 - Phase 1 pg. 30-31 Appendix 3 - Phase 2 pg. 32-33 Appendix 4 - Civil Site Plan Appendix 5 - Civil Turning Radius

Project Team

CITY OF POST FALLS

John Beacham
Craig Borrenpohl
Ross Junkin
Andrew Arbini



INTEGRUS

Steven Clark
Brian Piippo
Brad Hakala
Katie Cherrier

INTEGRUS

AHBL

Erick Fitzpatrick
Dylan Schwarz



Section 1

EXECUTIVE SUMMARY

This document includes the work product developed from design meetings conducted with the Owner's project leadership team. This includes program and adjacency information illustrated in diagram form and additional content created along the way to the current master plan concept. The design summary includes a discussion of the alternative building and site designs considered, as well as an analysis of the preferred design option proposed.

The City of Post Falls' new operations center will be consolidated from multiple sites in two phases. The first phase will include office space for the street, water and public works offices, with admin support, operations water shop and traffic shop, heated parking for street and fleet vehicles. Site work in the first phase will include covered parking and surface parking. Phase two will include more admin and crew support spaces, water offices and street & fleet vehicles and fabrication bays. Phase two will include additional covered storage, yard storage and covered parking for street fleet vehicles with expanded parking for fleet water vehicles.

Through a series of collaborative workshops, the team defined the requirements and parameters for the new facility master plan. This report outlines the program and area summary, design concepts, project scope, and cost estimates.

It reflects the outcomes of design meetings with the Owner's project leadership team, incorporating programmatic and adjacency diagrams along with content developed throughout the master planning process. The design summary highlights alternative building and site concepts considered, alongside an analysis of the preferred design option.

Three primary design solutions as well as a two-story solution were explored to meet the City's program requirements while considering site constraints and operational efficiency.

Option 1: Pinwheel Configuration. The "Pinwheel" concept envisioned a large, single-story building that consolidated all program components into one cohesive structure. The design revolved around centralized crew spaces, allowing for efficient internal circulation and operational synergy between departments.

Option 2: U-Shape Configuration. The "U" option proposed a U-shaped facility with the administrative functions forming the base of the "U," positioned along W. Hargrave Avenue to provide a prominent civic presence. The storage facilities, water department, and space for future developments extended northward from the administrative wing, creating a functional separation while maintaining connectivity.

Option 3: T-Shape Configuration. The "Lazy T" design introduced a smaller new structure primarily dedicated to office functions and future traffic department shop space. The storage facilities faced W. Hargrave Avenue, ensuring accessibility. The water department was centrally located, extending north from the administrative area. Additional space was allocated to accommodate future fleet shop expansions, ensuring the design could adapt to evolving needs.

To optimize site usage and accommodate the City's growing needs, a two-story design was also considered. This solution proposed a vertically stacked configuration for the administrative and operational spaces. The ground floor would house high-traffic, public-facing functions, such as customer service, storage, and the water department, while the second floor would contain administrative offices, meeting rooms, and flexible spaces for future expansion. This approach minimized the building footprint, preserving more site area for outdoor operations and future development, while fostering vertical integration of the City's program elements.

The latter of these options, the "Lazy T," was developed as the preferred alternative. The full description and evaluations of these options are included in the design package section. This proposed solution is intended to capture all scope required by the Owner and will continue to be developed throughout the remainder of the design process.

A prioritized cost summary is also included. This summary was developed with the Public Works leadership to establish the threshold for a successful project and establish the minimum project scope to achieve operations during a first phase. The preferred design option reflects these priorities and allows for future additions to achieve the full operation of all departments at this site.



Section 2

PROGRAM & AREA SUMMARY

The following program and area summaries for Phases 1 and 2 reflect the outcomes of collaborative workshops with the City of Post Falls leadership team. These plans are designed to address current and future operational needs for the Street and Water Departments, prioritizing efficiency, flexibility, and scalability based on identified requirements and funding.

PHASE 1 PROGRAM & AREA SUMMARY

The Phase One program includes office spaces for the Streets, Water, and Public Works departments, providing work areas for key personnel such as managers, supervisors, and specialists, along with shared support spaces like conference rooms, break rooms, and touchdown stations. It also features specialized facilities, including a radio room, SCADA-adjacent offices, locker rooms with mudrooms and showers, and a central server room expandable in Phase Two. The site plan incorporates operational shops, heated parking for street and fleet equipment, covered parking, and designated surface parking to support current and future operational needs.

Streets Department:

- Maintenance Manager, Administrative Assistant, Street Supervisor, Two Street Leads
- Radio Room with charging capabilities (adjacent to Administrative Assistant/Office Manager)

Water Department:

- Chief Water Operator, Assistant Chief Water Operator, Utility Billing Specialist
- *Note: Spaces identified in phase two, with relocation options from current site*

Public Works Department:

- Two Public Works Project Manager Offices
- Public Works Director Office, Office Manager

Additional Water Department Offices:

- Utilities Manager, Operations Support Specialist, Utility Billing Specialists, Two Environmental Specialists
- *Located adjacent to SCADA records area*

Administration/Crew/Support Areas:

- Conference Room, Multipurpose/Training Room
- Break Room (shared by Street/Fleet/Water) + Adjacent Separate Kitchen
- Shared Touchdown Stations (Street/Fleet/Water)
- Work Room (adjacent to Admin Assistant/Radio Room)
- Locker Space (Street/Fleet) + Mudroom, Shower Room
- Shared Laundry Room
- Central Server Room (expandable in Phase Two)

Water Department-Specific Spaces:

- Touchdown Spaces, Document Storage, Locker Room, Mudroom, Showers, Server Room, Gym (Wellness Room)
- *May be shared with Admin/Crew/Support Areas*

Operational & Vehicle Support Areas:

- **Street/Traffic Shop:** Sign Shop, Storage, Office (Clean Room), Sign Maintenance
- **Water Operations Shop:** Drinking Water Fabrication Bay, Parts/General Storage, Heated Parking (2 vehicles)
Prefer integrated with Street/Fleet heated parking
- **Heated Parking (Street/Fleet):** Tandem & Single Axle Dump Trucks w/ Plows & Sanders, Paint Truck, Future Truck, Reader Board Trailers, Scissor Lifts, Sweepers
Refer to Appendix 2 (pp. 30–31) for equipment details

Site Program:

- Covered Parking (Street/Fleet)
- Surface Parking (see Appendix 2, pp. 30–31)

PHASE 2 PROGRAM & AREA SUMMARY**Admin/Crew/Support & Water Department Offices:**

- Some spaces from phase two are integrated into phase one to enhance program efficiency and support shared use across departments.

Primary Phase Two Focus:

- **Street/Fleet Shop:** Vehicle Work Bays (standard & heavy vehicles), Parts Storage, Air Compressor Area, Fabrication Shop (*potentially shared with Water Shop from phase one*), Wash Bay, Fleet Supervisor Office

Site Program (Phase Two):

- Additional Covered Storage (Street/Fleet)
- Yard Storage and Decant Area
- Covered Parking (equipment & vehicles)
- Surface Parking (Water Fleet)
Refer to Appendix 3 (pp. 32–33) for equipment quantities and dimensions

SITE DEVELOPMENT

The proposed development, located in Kootenai County, Idaho, will be executed in two phases and includes the construction of new multipurpose buildings, parking lots (including covered parking), pathways, and a public roadway to the site. Currently, there is no developed road access to the undeveloped site. The primary access point will be provided by extending West Hargrave Avenue to connect to the south end of the site. This extension will feature asphalt paving, curbing, and sidewalks.

The roadway extension will be divided into two sections. The portion from the eastern border of the proposed site extending east to Corbin Rd will be constructed in accordance with Post Falls Highway District standards and typical rural road section. The section extending west from the eastern border of the site to Pleasant View Rd will be built to City of Post Falls standards and typical street section.

A public parking lot with direct access from West Hargrave Avenue will be constructed, allowing convenient and accessible entry for visitors. The remainder of the site will be accessed through two vehicle gates, creating a secure looped access road around the multipurpose buildings between the primary and secondary gates. The parking lots will be constructed of hot mix asphalt. The remainder of the secured access area will be hot mix asphalt, however, to save on construction costs, this surfacing can be crushed surfacing (gravel), and the City can pave this at a future time when more funding is available.

Staff parking will be situated within a gated area in the southeast corner of the site. Phase 1 of the project will include covered vehicle parking for City vehicles along the northern and eastern edges of the paved limits. A portion of the 48' wide covered parking on the northern edge of the site will be heated for city vehicles. Phase 2 will include additional covered parking along the western property line.

Phase 1 will include the construction of the offices, meeting rooms, and attached shop of the multipurpose building. Phase 2 will add additional storage and vehicle bays to the multipurpose building.

The northern portion and a western strip of the site will be designated as a gravel laydown area. Key facilities in this area include a salt storage facility, which will sit on asphalt pavement in the northwest corner, and a decant facility in the southwest corner planned for a future phase.

EROSION CONTROL

Temporary erosion control measures will be implemented during the initial site work and throughout construction to adhere to all applicable local, state, and federal requirements. Silt fences will be installed along the property line to manage stormwater runoff, and inlet protection will be applied to any inlets that could receive runoff from the project. The stormwater management ponds, constructed early in the process, will serve as a key component of the site's erosion control strategy. Disturbed soils and stockpiles will be stabilized throughout construction, with temporary measures being removed following the establishment of vegetation.

SITE DEMOLITION

Site demolition will be minimal as the property is undeveloped. Work will consist of clearing and grubbing existing vegetation. Trees will be protected from removal, where possible.

GRADING

The site features mild grades, which will be addressed during the grading process to ensure proper drainage and site accessibility.

ON-SITE DRAINAGE

All storm drainage features will comply with the City of Post Falls Stormwater Management Design & Construction Policies. The site is designed to fully infiltrate runoff, utilizing a 25-year, 2-hour storm event for flow control. New surfacing for vehicular travel is designated as a pollution generation impervious surfacing (PGIS) and will require stormwater treatment.

Onsite stormwater treatment facilities will be designed to treat the first half-inch of runoff from the PGIS. Stormwater runoff will be directed to grassed stormwater ponds, which will be sized to provide adequate treatment and include drywells for managing large events. These ponds will feature mild slopes for easy maintenance access. Roof and other non-pollution generating impervious surfacing (NPGIS) runoff will bypass stormwater treatment facilities, with drainage collection systems using catch basins, area drains, and subsurface pipes to direct water to stormwater ponds and drywells.

ROADS AND SURFACING SYSTEMS

The public parking lot, accessed from West Hargrave Avenue, will include a loop design with two access points to facilitate circulation. The remainder of the site will be served by two vehicle gates, ensuring secure and efficient traffic flow. Fire access will be accommodated in the circulation and will be designed to International Fire Code and Kootenai County Fire & Rescue standards.

PAVING AND SURFACING MATERIALS

The proposed paving for public and staff parking will be hot mix asphalt. The proposed paving for all accessible pathways (i.e. sidewalks) will be Portland cement concrete. The proposed paving for the secured area will be either crushed surfacing (i.e. gravel) or hot mix asphalt depending on funding availability.

WATER AND FIRE SERVICE

The site falls within the service boundaries of the East Greenacres Irrigation District, which operates an 8-inch water main approximately 1,650 feet away on North Corbin Road. Planned improvements include the extension of the water main along West Hargrave Avenue, installation of new fire hydrants, water meters, and the construction of fire and domestic service lines. All water and fire service construction will adhere to East Greenacres Irrigation Standards & Details.

WASTEWATER DISPOSAL

Access is not available to a public sanitary sewer system; therefore, the site will utilize a septic system designed in compliance with the standards set by the Idaho Department of Environmental Quality and the Panhandle Health District (PHD). Given the site's location over the Rathdrum Prairie Aquifer, the project is restricted to a sewage discharge limit of 250 gallons per day per 5 acres. In discussions with PHD it was confirmed the project could utilize the discharge limit for all three adjacent City owned parcels. Therefore, the maximum allowable wastewater discharge for the project is 750 gallons per day (GPD),

Existing water meter data from comparable facilities was analyzed to determine the expected wastewater flow per employee. The departments facilities are currently served by two meters. The study included water meter data from the Post Falls Water Division Streets and Fleet facility, with 25 staff, and the East Greenacres Admin facility, with 9 staff. Both facilities lack a separate irrigation meter, therefore summer months were excluded from the analysis. The anticipated months without irrigation usage are from January 2024 to May 2024 and November 2024 to February 2025. See attachment "Consumption Chart" for background information.

The average wastewater generation at the Streets and Fleet facility was 18 GPD per employee for this period. This estimate includes maintenance operations such as vehicle washing, which does not enter the septic system. As a result, the 18 GPD per employee of wastewater flow is likely conservative.

To refine this estimate, additional data from the East Greenacres Admin Facility was analyzed, as most of its water usage is wastewater from toilets and sinks. Data from the March 2023 – June 2023 and September 2023 – June 2024 billing cycles indicated an average wastewater flow of 2.5 GPD per employee. This lower figure accurately reflects the facility's septic discharge.

A weighted average was used to develop an anticipated septic loading of 14 GPD per employee. Given the 750 GPD discharge limit, the septic system is designed to support 54 full-time employees while remaining within regulatory limits. The system design also includes provisions for a future sewer connection once municipal service becomes available.

GAS, TELEPHONE, AND POWER UTILITIES

Existing telephone and power utilities are located to the east on Corbin Road and to the west on Pleasant View Road. The location of gas utilities is currently unknown. As necessary, these dry utilities will be extended onto the site to meet its needs.

Section 3

DESIGN OPTIONS

The options that follow are the ideas generated from a series of workshops with city leadership team to develop and refine the program and areas summary for the Street/Water departments at the City of Post Falls based on needs and funding.

PINWHEEL OPTION – SITE PLAN

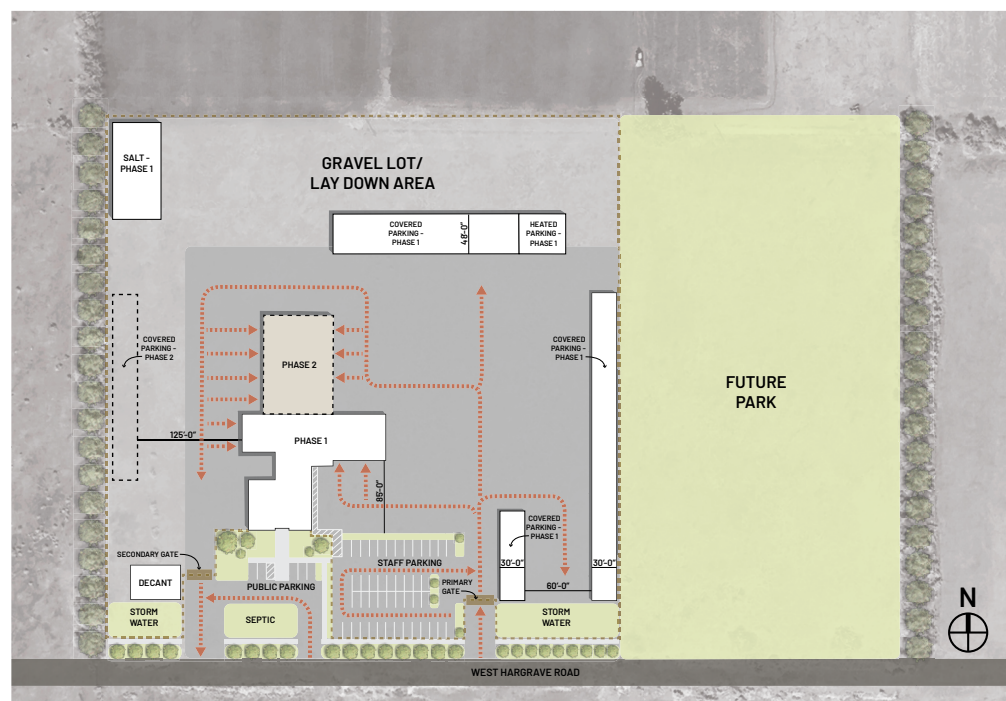
Pros:

- Consolidates the building program (current and future) on the western side of the site.
- The staff car park is secured within the compound and separated from fleet parking and public access via W. Hargrave Road.
- Secure pedestrian access is provided from the staff parking to the mudroom entrance.
- Future fleet expansion is positioned next to covered fleet parking, and off-site vehicle maintenance is visible from the main gate.
- Heated parking is located close to both the drinking water and sign shops without leaving the facility.
- Administrative offices face W. Hargrave Road, allowing public interactions and deliveries without entering the secure compound.
- The mudroom and break room/kitchen serve as a central hub for the drinking water and sign shops, administration, and the future fleet shop.

Cons:

- Limited expansion options to the north and south of the facility.
- Future fleet shop expansion is restricted to the west due to the layout of the covered fleet parking and traffic patterns.
- The administration area can only expand southward, limited by public parking.
- Access to the future fleet shop from the south is restricted to smaller vehicles, or non-pull-through maintenance bays would be required.
- Water shop access requires navigating around heated storage bays, preventing pull-through access.

Figure 01 - Site Plan



PINWHEEL OPTION – FLOOR PLAN

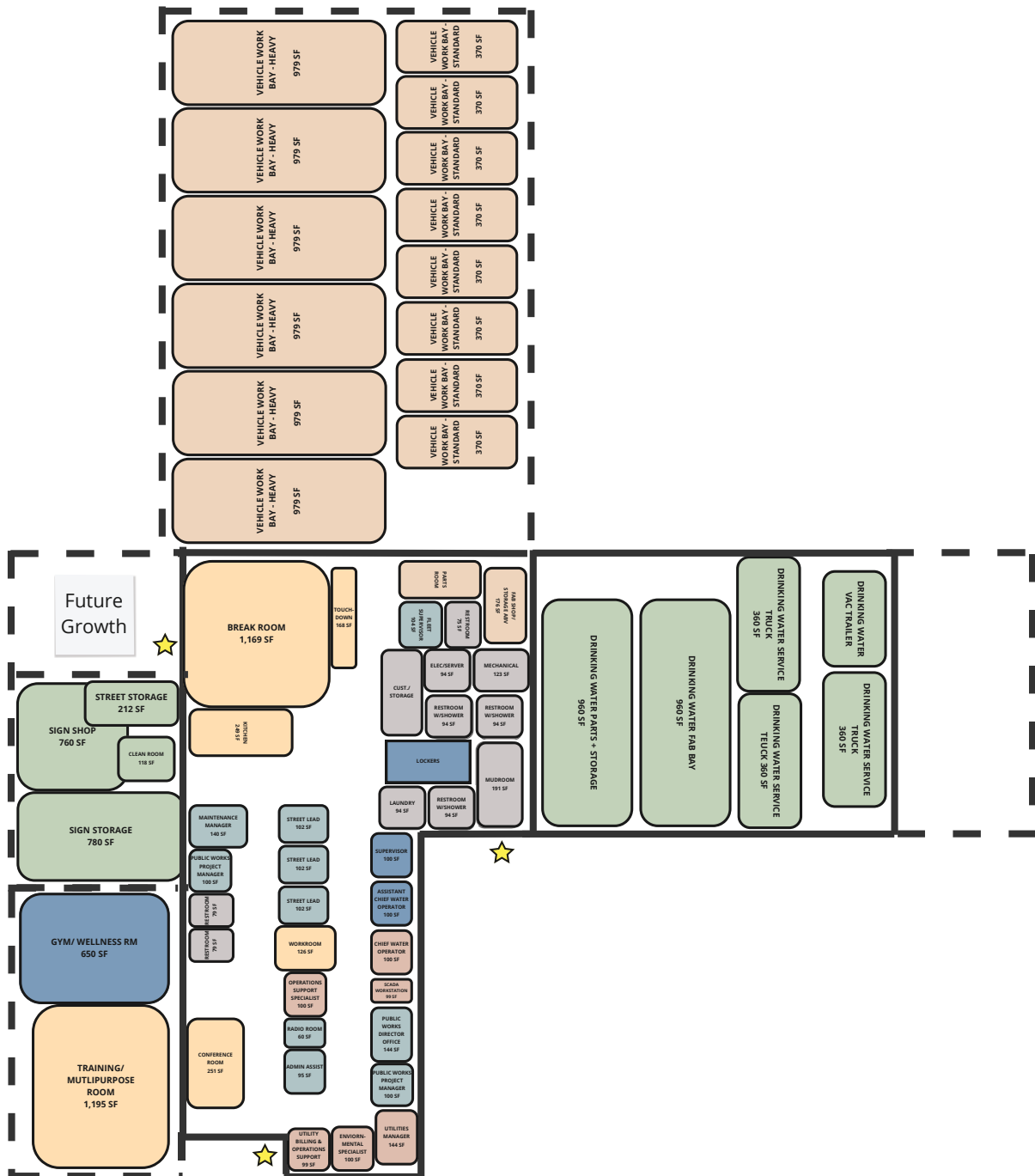


Figure 02 - Pinwheel Floor Plan

"U" OPTION – SITE PLAN

Pros:

- Orientates the administration area in an east-west direction, with the drinking water and sign shops to the north, and future fleet shop to the west.
- Allows for future expansion of all facility areas.
- Staff parking is adjacent to W. Hargrave Road within the secure compound.
- Covered fleet parking is located east of the future fleet shop for easy access.
- Counterclockwise traffic patterns enhance site orderliness.
- The main gate is visible from the future fleet shop for convenient off-site vehicle drop-off and pick-up.
- Mudroom and breakroom access lead directly to fleet covered parking and staff parking.
- Heated parking is located north of the drinking water shop, similar to Option 1.
- Public parking is separated from the main compound, allowing deliveries and public contact without entering the secure area.

Cons:

- Pedestrian access from the staff car park crosses the main vehicle traffic flow.
- Limited yard space between the drinking water and future fleet shops restricts pull-through access to maintenance bays.
- Enclosed yard space complicates snow removal.
- Expanding the drinking water shop would require re-constructing heated storage elsewhere on the site.
- Drinking water and sign shops are disconnected from the central mudroom and breakroom, requiring outdoor access for pedestrian circulation.

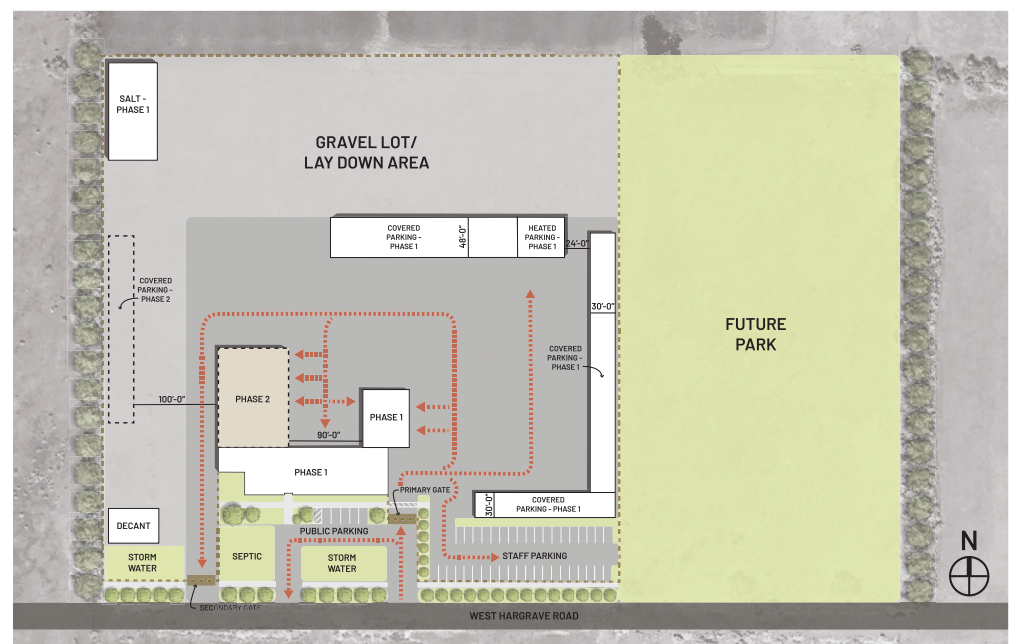


Figure 03 - U Option Site Plan

"U" OPTION – FLOOR PLAN

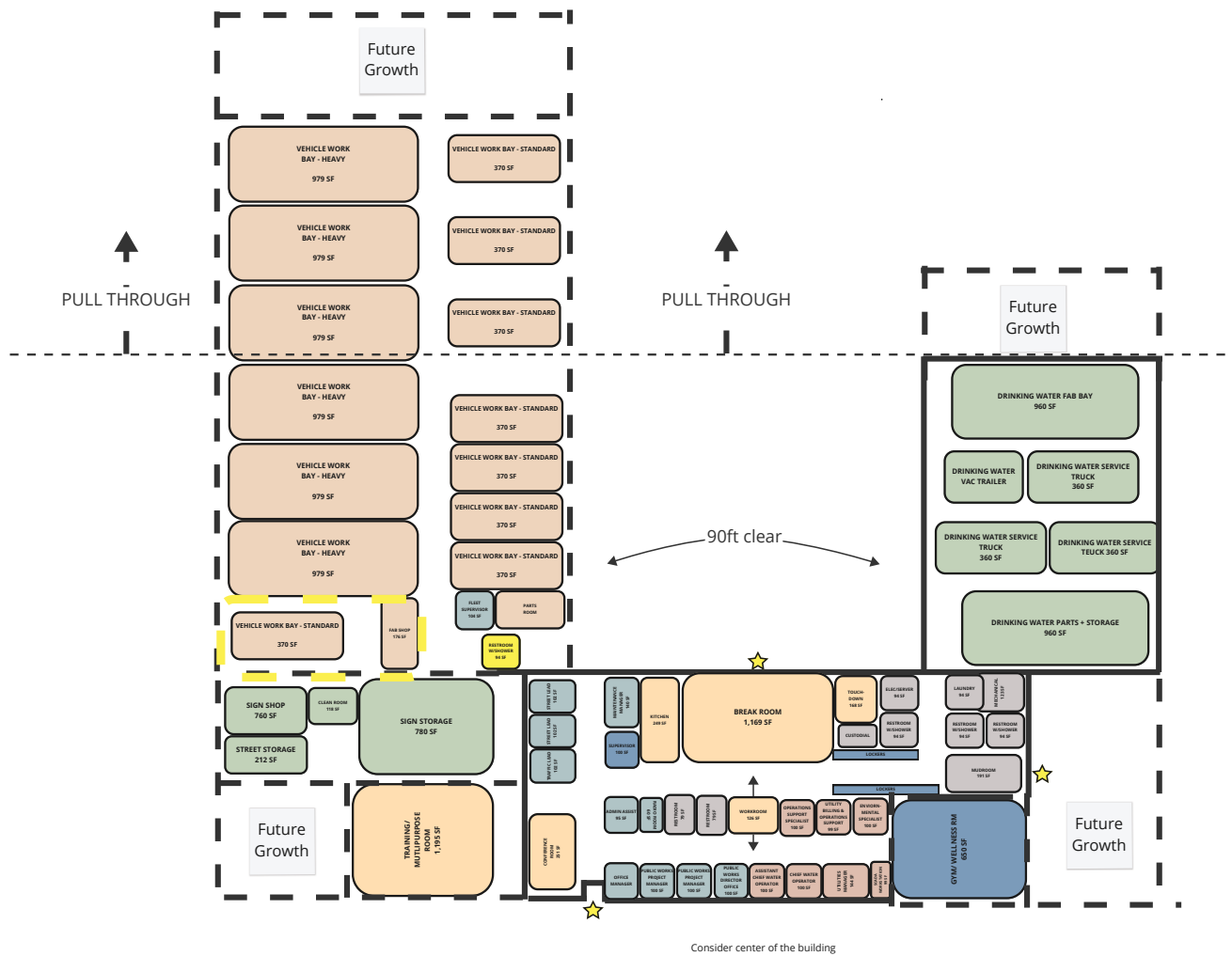


Figure 04 - U Option Floor Plan

TWO STORY OPTION

Pros:

- Efficient Land Use
- Reduces the building footprint, preserving more land for other uses such as parking, landscaping, or future expansion.
- Ideal for smaller lots or sites with zoning restrictions.
- Cost Savings on Infrastructure
- Smaller footprint can reduce foundation and roofing costs compared to a single-story building with the same total square footage.
- Allow shorter utility runs (plumbing, electrical, etc.).
- Vertical Separation of Functions
- Enables clear zoning for different operational activities (e.g., office spaces on the upper floor, equipment storage or operational areas on the ground floor).
- Minimize cross-contamination between work zones or noise disruption.
- Energy Efficiency
- A compact, two-story design can reduce heating and cooling loads by minimizing exterior wall surface area.
- Visibility and Accessibility
- Second-floor offices can offer better views and natural light for staff, improving working conditions.
- The added height can provide improved visibility from the surrounding area if needed for signage or branding.

Cons:

- Higher Initial Construction Costs
- Structural requirements for a second floor (e.g., stronger foundations, stairwells, elevators) increase construction complexity and cost.
- Accessibility Challenges
- Requires additional design for ADA compliance, such as elevators, lifts, or ramps, adding cost and space needs.
- Creates potential access inefficiencies for staff or equipment frequently moving between floors.
- Operational Inefficiency
- Vertical separation can slow workflow and communication, especially in operations requiring frequent movement between levels.
- Moving large or heavy equipment between floors is impractical or impossible without specialized infrastructure.
- Maintenance Complexity
- Increased costs and complexity for maintaining and inspecting roofs, HVAC systems, and utilities in multi-story configurations.
- Stairwells, elevators, and other vertical circulation elements require regular upkeep.
- Safety and Emergency Egress
- Adds complexity to emergency evacuation plans.
- It poses safety challenges for certain operations (e.g., heavy machinery or materials handling).
- Potential for Underutilized Space
- One floor could end up underutilized, reducing operational efficiency and ROI.

TWO STORY OPTION

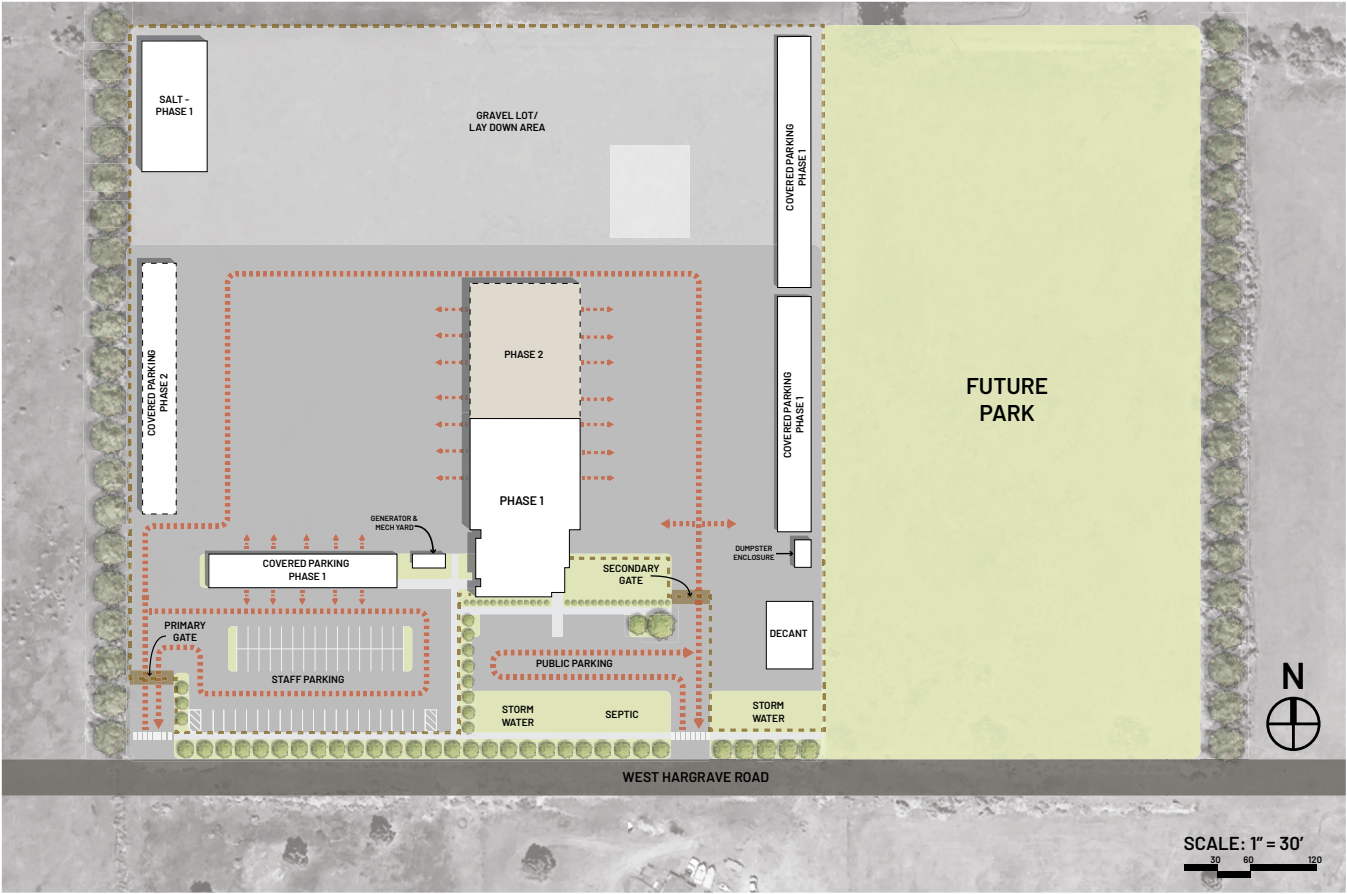


Figure 05 - 2 Story Site Plan

Figure 06 - Main Entry Render



Section 4

PREFERRED CONCEPT

The information within this section is the preferred option of the city leadership team as selected from the options generated from a series of workshops to review and explore the options for the City of Post Falls Operations master plan.

PREFERRED OPTION – “LAZY T”

The preferred option positions the administration area in an east-west orientation, allowing future expansion in both directions. The mudroom and breakroom provide access to covered fleet parking along the east and north sides of the site. The drinking water shop is centrally located near the administration area, with easy access to mudroom and breakroom facilities.

In the preferred option, heated parking is located within the phase one building construction. This approach allows the structure to be conditioned by one HVAC system as opposed to two separate HVAC systems if the heated parking is combined with the covered car park. This allows the HVAC system to size to accommodate future phases at both the fleet shop and mechanical service yard without taking away site circulation, parking and future covered parking access. This will greatly increase the efficiency of the HVAC systems and make future phases more cost effective.

Staff parking is adjacent to W. Hargrave Road within the secure compound, with pedestrian paths routed away from vehicle traffic to the mudroom entrance. Covered fleet parking is positioned to the east and north of the future fleet shop for easy access. The counterclockwise traffic pattern enhances site order, and the main gate is visible from the future fleet shop for off site vehicle drop-off and pick-up. Public parking is separate from the secure compound, allowing for administrative deliveries and public contact without entering the secured facility.

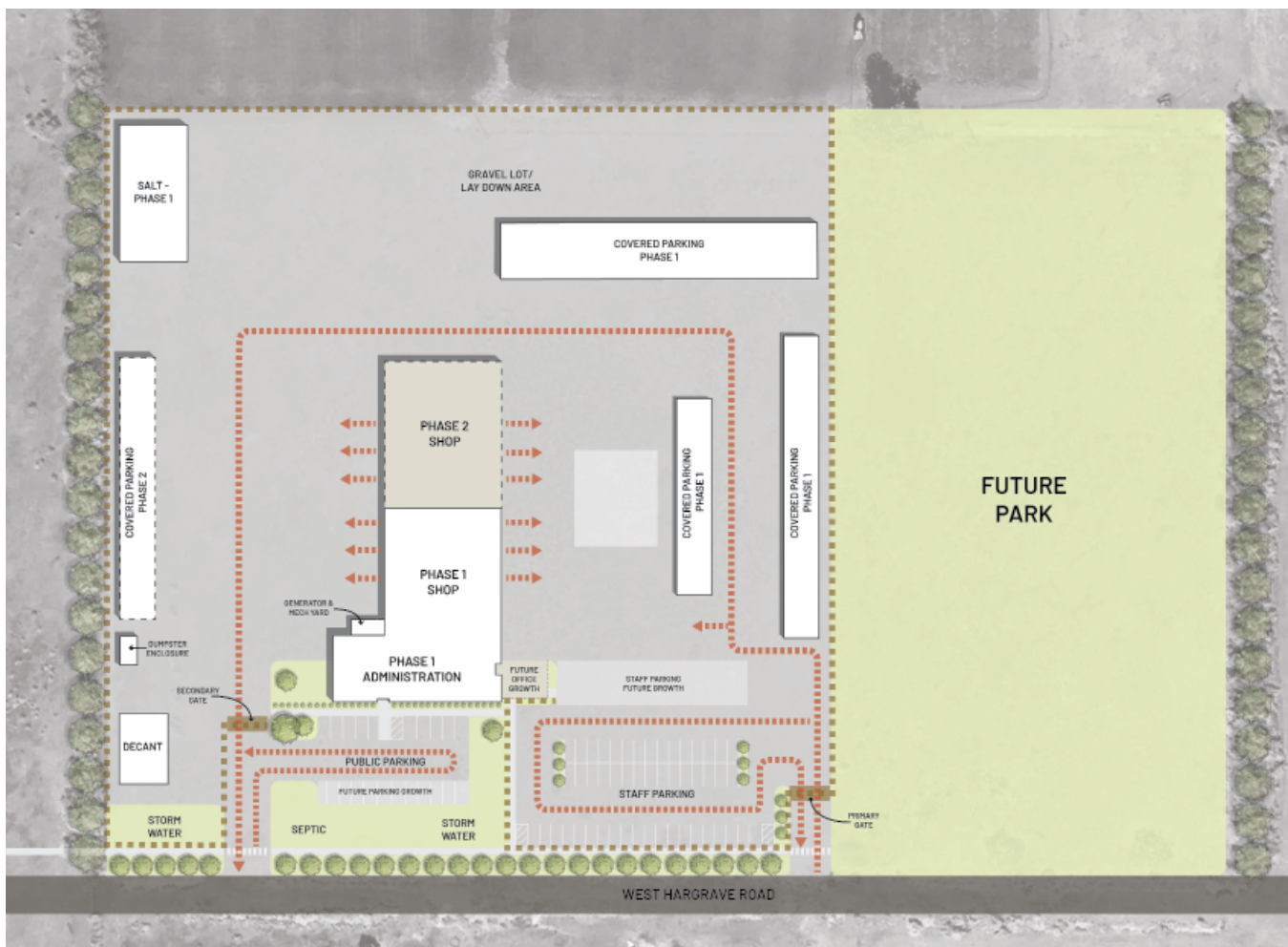


Figure 07 - Lazy T Site Plan

Figure 08 - Lazy T Floor Plan



CONCEPT RENDERINGS

Option 1 utilizes a low-slope gabled, metal roof with large overhangs that fits well in this rural edge condition site reminiscent of local barns and sheds. The exterior would incorporate a wheat colored brick masonry veneer from grade to the top of the exterior windows. A galvalume metal siding would continue from the top of the window head to the underside of the roof overhangs. A covered, cantilevered canopy at the front entrance would provide additional protection from the elements for the public and signify to the public the location for visitors and the community. These same materials and forms would continue to the north of the building for the Shop and Garage Bays.

Figure 09 - Lazy T Main Entry Render



Figure 10 - Lazy T Aerial Render

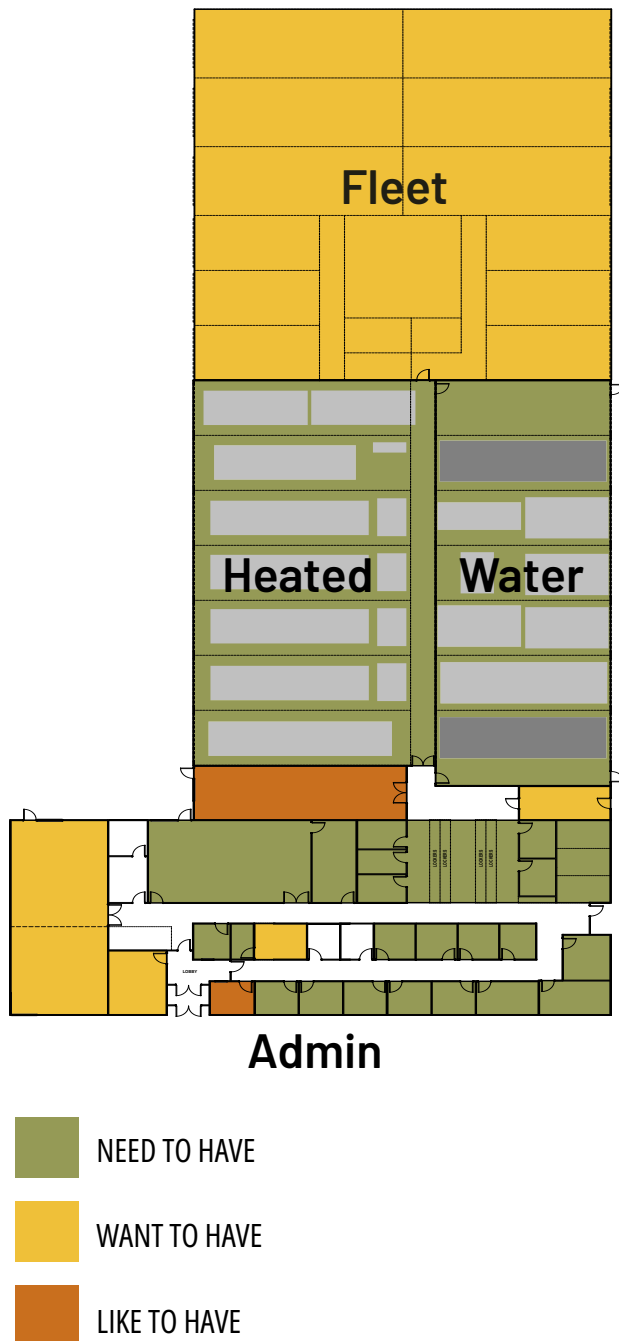


SECTION 5

PROJECT SCOPE & COST ESTIMATE

This section reflects the scope and costs for the preferred option and includes a prioritized summary of costs to achieve a functional first phase.

Figure 11 - Program and Space Needs



INITIAL PROJECT SCOPE

The initial project scope is designed to efficiently consolidate core program areas into a single, functional building while optimizing space utilization to meet operational needs. This scope reflects a thorough review of departmental requirements, stakeholder input, and space planning strategies aimed at maximizing efficiency without compromising functionality. Each program area has been carefully analyzed to identify the essential building spaces required to support the City of Post Falls Operations group, including fleet/street services, water utilities, and administrative functions.

A key focus of the scope development has been to streamline program areas, ensuring that critical functions fit cohesively within one building footprint. This approach reduces redundancy, enhances operational efficiency, and supports long-term flexibility. The program includes allowances for essential support spaces such as break rooms, showers, lockers, and laundry facilities, along with partially conditioned heated parking to ensure vehicle operability during winter conditions. The site development scope addresses practical needs for paved drives, service yards, parking, and secure site access with controlled entry points and perimeter fencing.

PROJECT BUDGET PRIORITIZATION EXERCISE

The Project Budget Prioritization exercise ensures alignment between budgetary constraints and space/program needs by systematically evaluating and categorizing project requirements. This process optimizes available funds and integrates stakeholder objectives, balancing financial realities with functional goals, establishing a scalable foundation for future site and building developments.

The minimum program requirements for the building and site represent the foundational spaces necessary for core operations. Additional program elements are categorized as Need-to-Have, Want-to-Have, and Like-to-Have, reflecting their priority in supporting operational efficiency and workplace culture beyond the minimum requirements.

The accompanying diagram visualizes this prioritization process. It uses concentric rings to depict the hierarchical ranking of project components, from “Need-to-Have” at the center to “Like-to-Have” on the outermost ring. Each bubble represents a specific element, sized proportionally to its cost, and color-coded to signify its alignment with operational support, workplace culture, or community presence. The diagram emphasizes the balance between core necessities and aspirational enhancements, ensuring financial efficiency and alignment with stakeholder priorities.

This exercise helped create the ordered list of costs on the following page. As final budget availability is set for phase 1, the design can flex upward from the need to have scope. The remainder of items then establish the scope for future phasing.

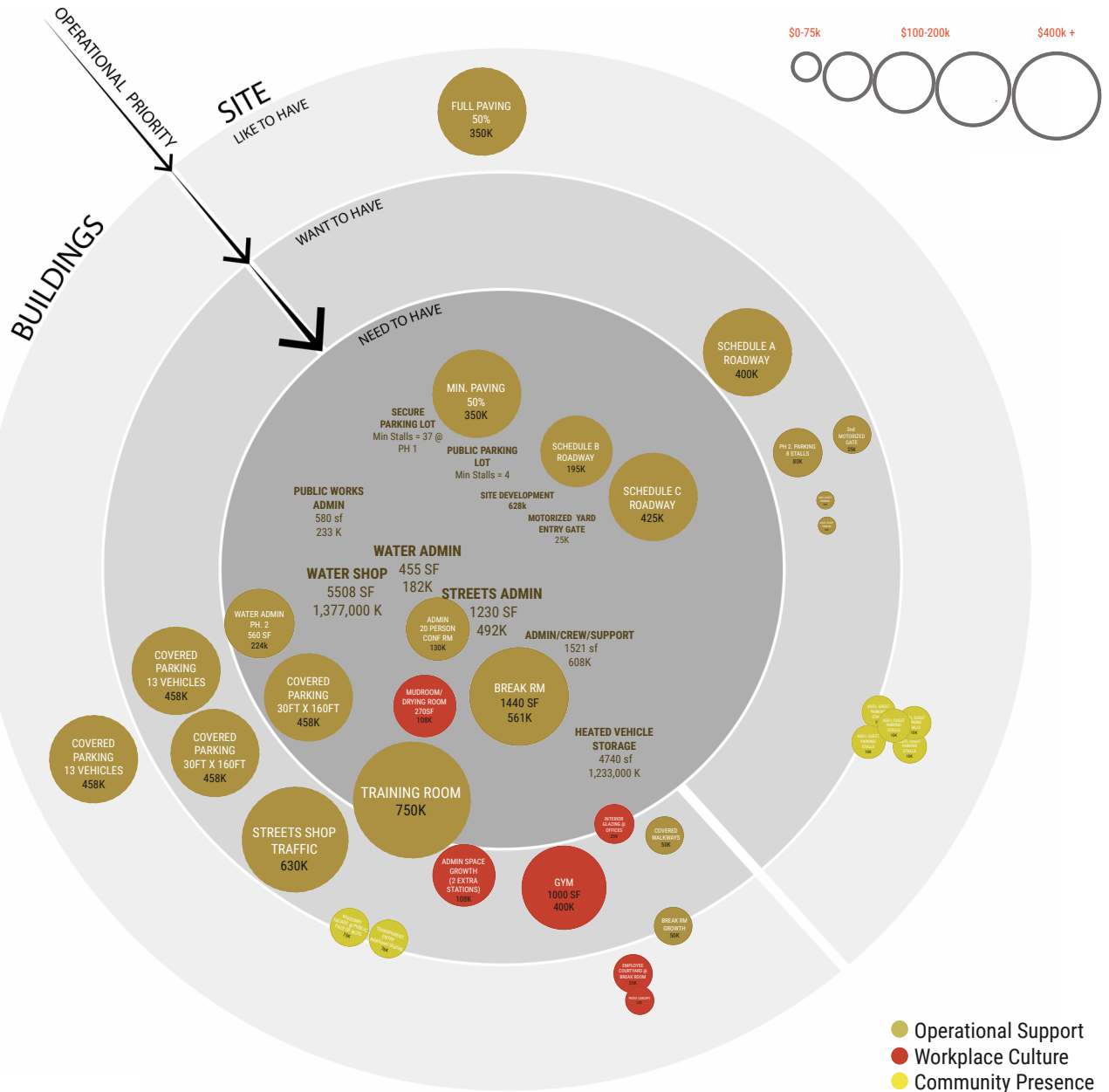


Figure 12 - Prioritization Exercise

PROJECT BUDGET

The project scope and cost estimate have been categorized into “minimum project needs”, “need to have”, “want to have”, and “like to have” categories. Refer to appendix 1, Cost Estimate pg. 29, for full project scope and cost estimate.

The “minimum project needs” identified for the master plan include site development, motorized gate entry, schedule B and C roadways, water admin, water shop, street administration, public works administration and heated vehicle storage. The costs for the site minimum needs are project to be \$1,205,000 and the cost for the building minimum needs are project to be \$2,895,500. The total for the project minimum needs is \$5,396,258.

The “need to have” project elements are hardscape paving to a minimum of 50% and are projected to cost \$375,000. Building need to have elements are an administrative conference room for 20 people, a break room, mudroom/drying room, water administration (moved form phase two) and covered parking totaling 4,800 sf. Total project costs for these elements are \$1,311,416.

The total project costs for the minimum project needs and need to have elements are projected to cost \$9,846,464.

The “want to have” site improvements include adding phase two parking, additional staff parking and a second motorized gate. This is projected to cost \$125,000.

The building costs for the “want to have” improvements included another 4,800 sf of covered parking, Streets Shop traffic, additional “growth” admin space, a gym/wellness space, interior glazing at offices, covered walkways, larger break room, office manager office, masonry façade at the public face of the building and additional glazing to create transparent entry. The projected costs for these improvements is \$1,318,666.

Total project cost to include “want to have” is project at \$11,746,328.

The “like to have” site improvements include schedule A roadway, decant area, additional covered parking – 4,800 sf, training room, full paving of site – add 50%, and more guest parking. Total projected costs are \$425,000.

The “like to have” building improvements included covered parking for 13 vehicles. Projected costs are \$458,000.

Total projected costs are projected to be \$12,908,357.

SECTION 6

APPENDIX

Post Falls Operations Program

SPACE ID	PROGRAM AREA	Previous Cost (7/24)	CURRENT AREA	RAW COST	ESCALATED \$
MIN. PROJECT NEEDS					
SITE MIN.					
	SITE DEVELOPMENT		\$628,000.00		
	Site Clearing & Excavation			\$200,000	
	Landscape & Fencing			\$110,000	
	Site Utilities			\$250,000	
	1ST MOTORIZED YARD ENTRY GATE	\$25,000.00		\$25,000	
	SCHEDULE B ROADWAY	\$195,000.00		\$195,000	
	SCHEDULE C ROADWAY	\$425,000.00		\$425,000	
SUB TOTAL		\$1,273,000.00		\$1,205,000	\$1,585,780
				Escalated	
				Subtotal	\$1,585,780
BUILDING MIN.					
	WATER ADMIN	455 sf	\$182,000.00	760 sf	\$304,000
	WATER SHOP	5500 sf	\$1,377,000.00	4950 sf	\$1,237,500
	STREETS ADMIN	1230 sf	\$492,000.00	800 sf	\$320,000
	ADMIN/CREW/SUPPORT	1520 sf	\$608,000.00	2275 sf	\$910,000
	PUBLIC WORKS ADMIN	580 sf	\$233,000.00	310 sf	\$124,000
SUB TOTAL		9,285 sf	\$2,892,000.00	sf	\$2,895,500
				Escalated	\$3,810,478
				Running Total	\$5,396,258
HEATED VEHICLE STORAGE		6,450 sf	\$1,677,000.00	6520 sf	\$1,695,200
SUB TOTAL				\$1,695,200	\$2,230,883
				Escalated	
				Running Total	\$7,627,141
NEED TO HAVE					
SITE					
	Site hardscape - MIN PAVING 50%		\$350,000.00		\$375,000
SUB TOTAL			\$350,000.00	\$375,000	\$493,500
				Escalated	
				Running Total	\$8,120,641
BUILDING					
	ADMIN 20-PERSON CONF. ROOM	250 sf	\$130,000.00	250 sf	\$130,000
	BREAK ROOM	1440 sf	\$561,000.00	925 sf	\$360,750
	MUDROOM/DRYING ROOM	270 sf	\$108,000.00	210 sf	\$84,000
	WATER ADMIN (PHASE 2)	560 sf	\$224,000.00	0 sf	\$0
	COVERED PARKING (30X160)	4800 sf	\$224,000.00	8666 sf	\$736,666
SUB TOTAL		7320 sf	\$1,247,000.00	sf	\$1,311,416
				Escalated	\$1,725,823
Tax/Escalation/Contingency				Subtotal	\$9,846,464
WANT TO HAVE					
SITE					
	PHASE 2 PARKING - 8 STALLKS		\$80,000.00		\$80,000
	ADDITIONAL STAFF PARKING (2X)		\$20,000.00		\$20,000
	2ND MORORIZED GATE		\$25,000.00		\$25,000
SUB TOTAL				\$125,000	\$164,500
				Escalated	
				Subtotal	\$10,010,964
BUILDING					
	COVERED PARKING (30 X 160)	4800 sf	\$458,000.00	8666 sf	\$736,666
	STREETS SHOP - TRAFFIC	10750 sf	\$630,000.00	0 sf	\$0
	ADMIN SPACE GROWTH (2 EXTRA STATIONS)	200 sf	\$180,000.00	200 sf	\$0
	GYM/WellNESS	1000 sf	\$400,000.00	790 sf	\$316,000
	INTERIOR GLAZING @ OFFICES	1 LS	\$25,000.00	LS	\$25,000
	COVERED WALKWAYS	1 LS	\$50,000.00	LS	\$50,000
	BREAK ROOM - GROWTH	925 sf	\$50,000.00	0 sf	\$0
	OFFICE MANAGER	0 sf	\$0.00	100 SF	\$40,000
	MASONRY FAÇADE @ PUBLIC FACE OF BUILDING	1 LS	\$75,000.00	LS	\$75,000
	TRANSPARENT ENTRY - ADDITIONAL GLAZING	1 LS	\$76,000.00	LS	\$76,000
SUB TOTAL				\$1,318,666	\$1,735,364
				Escalated	
				Subtotal	\$11,746,328
LIKE TO HAVE					
SITE					
Moved from Want	SCHEDULE A ROADWAY		\$400,000.00		\$400,000
Moved from Want	DECANT				\$200,000
Moved from Want	COVERED PARKING (30 X 160)	4800 sf	\$458,000.00	8666 sf	\$736,666
Moved from Want	TRAINING ROOM	1300 sf	\$485,000.00	1300 sf	\$750,000
	FULL PAVING 50%				\$375,000
	ADDITIONAL GUEST PARKING (5X)				\$50,000
SUB TOTAL				\$425,000	\$559,300
				Subtotal	\$12,305,628
BUILDING					
	COVERED PARKING (13 VEHICLES)			\$458,000	\$602,728
SUB TOTAL				\$458,000	\$12,908,356
TOTAL				\$9,808,782	\$12,908,357

Post Falls Operations Program - Phase 1
July 2, 2024

		SPACE QUANTITY	PERSONNEL COUNT	GF Staff	Water Staff	WR Staff	SQUARE FEET	PROGRAM STANDARD	TOTAL NET SQUARE FEET		
SPACE ID	SPACE TITLE										
A1	Streets	Maintenance Manager (Ross Junkin)	1	1	1		144	(12 x 12)	144		
		Administrative Assistant	1	1	1		100	(10 x 10)	100		
		Street Supervisor	1	1	1		100	(10 x 10)	100		
		Street Lead	2	2	2		100	(10 x 10)	200		
		Traffic Lead	1	1	1		100	(10 x 10)	100		
		Seasonal Employees	0	2	2		0	0	0		
		Radio Room	1	0	0		64	(8 x 8)	64		
		Maintenance (Streets)	0	17	17		0	0	0		
	Water	Chief Water Operator	1	1		1		100	(10 x 10)	100	
		Assistant Chief Water Operator	1	1		1		100	(10 x 10)	100	
		Utility Billing Specialist	1	1	1			48	(6 x 8)	48	
		Water Operators	0	5		5		0	0	0	
	Public Works	Public Works Project Manager	2	2	0.4	0.4	1.2	144	(12 x 12)	288	
		Public Works Director Office	1	1	0.45	0.15	0.4	144	(12 x 12)	144	
		Office Manager	1	1	0.45	0.15	0.4	100		100	
	Water	Utilities Manager (Craig Borrenpohl)	1	1		0.1	0.9	144	(12 x 12)	144	
		Operations Support Specialist	1	1		0.5	0.5	100	(10 x 10)	100	
		Utility Billing Specialist	1	1		0.5	0.5	100	(10 x 10)	100	
		Enviromental Specialist	2	2			2	100	(10 x 10)	200	
		SCADA - Water	1	0				20		20	
Subtotal		20	42	26.3	9.8	5.9			2,052		
Admin Subtotal			18	7.3	4.8	5.9					
Ops Subtotal			24	19	5	0					
A1	Admin/Crew/Support	Conference Room (Med) (Shared)	1	0		0.267	0.328	240		240	
		Training/Multipurpose Room	1	0	0.41	0.267	0.328	1,200		1,200	
		Breakroom - Street/Fleet/Water	51	0	0.41	0.267	0.328	26		1,326	
		Kitchen - Street/Fleet	4	0	0.41	0.267	0.328	60		240	
		Touchdown Stations - Street/Fleet/Water operators	7	0	0.41	0.267	0.328	24		168	
		Workroom - Street/Fleet	1	0				126		126	
		Lockers - Street/Fleet	51	0				9		459	
		Mudroom - Street/Fleet (+100 w/ Phase 2)	1	0				200		200	
		Showers - Street/Fleet	6,375	0				27		172	
		Laundry - Shared	1	0				100		100	
		Server Room -Shared	1	0				25		25	
		Subtotal									4,256
		A2	Admin/Crew/Support	Touchdown Stations - Water	1	0			24		24
Document Storage - Water	1			0			240		240		
Lockers - Water	5			0			9		45		
Mud Room - Water	1			0			100		100		
Showers - Water	1			0			15		15		
Server Room (IDF)	1			0			25		25		
Gym (Wellness Room)	1			0			650		650		
Subtotal				11	0					1,099	
A2											
Subtotal		6	5	54.2	22.03	17.34			564		

SPACE ID	SPACE TITLE	SPACE QUANTITY	PERSONNEL COUNT	GF Staff	Water Staff	WR Staff	SQUARE FEET	PROGRAM STANDARD	TOTAL NET SQUARE FEET
A1	Street Shops - Traffic								
	Sign Storage	1	0				780		780
	Sign Shop	2	0				380		760
	Street Storage	1	0				200		200
	Office (Clean Room)	1	0				128		128
	Sign Maintenance	0	4						
	Operations/Shop - Water								
	Drinking Water Fab Bay	1	0				960		960
	Drinking Water Parts & Storage	1	0				960		960
	Drinking Water Heated Parking	2	0				360		720
	Subtotal	9	4						4,508
							Building Subtotal		10,816
							65% Net to Gross		5,824
	TOTAL Building GSF								16,640
H1	Street & Fleet								
	Heated Parking:								
	Water Parking (30 x 12)	0					360		0
	Tandem Axle Dump Truck (w/ plow & sander)	1					440		440
	Single Axle Dump Truck (w/ plow & sander)	4					380		1,520
	Future - Single Axle Dump Truck (w/ plow & sander)	1					380		380
	New-Paint Truck	1					340		340
	Readerboard Trailers	4					77		308
	Scissor Lift	1					24		24
	Sweeper	2					250		500
	Subtotal	14							3,512
A1	SITE								
	Covered Parking: Street-Fleet								
	Tandem Axle Dump Truck - w/ plow (10 x 40)	1					400		400
	Single Axle Dump Truck - w/ plow (10 x 30)	1					300		300
	Single Axle Dump Truck - w/ plow (10 x 34)	3					340		1,020
	Single Axle Dump Truck - w/ plow (10 x 38)	2					340		680
	Loader - w/ plow (12 x 34)	7					380		2,660
	Flat Bed Trailer (9 x 28)	1					52		52
	Pickup truck - w/ lumber rack	13					224		2,912
	SUV	1					224		224
	Old Paint Truck	1					162		162
	Skid Steer	1					112		112
	Skid Steer - Attachment	2					54		108
	Skid Steer - Attachment	1					30		30
	Dura Patcher - Trailer	1					144		144
	Steel Drum Roller	2					45		90
	Pneumatic Roller	1					96		96
	Mini-Ex	1					140		140
	210 Box Scraper	2					176		352
	Backhoe	1					216		216
	Dump truck (8 x 28)	1					224		224
	Dump truck (8 x 36)	1					288		288
	Crack Sealer - trailer	1					90		90
	Tack Trailer	1					105		105
	Ventrac	1					90		90
	Ventrac - Attachment	3					30		90
	S237 Water Truck (10 x 30)	1					224		224
	Covered Parking: Future Street-Fleet								
	Pickup truck - w/ lumber rack	13					224		2,912
	SUV	1					224		224
	Single Axle Dump Truck - w/ plow (10 x 38)	1					340		340
	Surface Parking:								
	Felling Trailer - Street/Fleet	1					225		225
	Tandem Axle Trailer	1					225		225
	Sign trailer	1					126		126
	Sign trailer	1					198		198
	Enclosed trailer	1					144		144
	School Bus (10 x 40)	2					400		800
	Staff Parking - Water (20 x 9)	7					180		1,260
	Staff Parking - Street/Fleet (20 x 9)	27					180		4,860
	Public Parking (20 x 9)	4					180		720
	Subtotal	111							22,843

Post Falls Operations Program - Phase 2
July 2, 2024

SPACE ID	SPACE TITLE	QUANTITY	PERSONNEL COUNT	SQUARE FEET	PROGRAM STANDARD	TOTAL NET SQUARE FEET
A2						
	Admin/Crew/Support					
	Touchdown Stations - Water	1	0	24		24
	Document Storage - Water	1	0	240		240
	Lockers - Water	10	0	9		90
	Mud Room - Water	1	0	100		100
	Showers - Water	1	0	15		15
	Server Room (IDF)	1	0	25		25
	Gym (Wellness Room)	1	0	650		650
	Subtotal	16	0			1,144
A2						
	Water					
	Utilities Manager (Craig Borrenpohl)	1	1	144	(12 x 12)	144
	Operations Support Specialist	1	1	100	(10 x 10)	100
	Utility Billing Specialist	1	1	100	(10 x 10)	100
	Environmental Specialist	2	2	100	(10 x 10)	200
	SCADA - Water	1	0	20		20
	Subtotal	6	5			564
F2						
	Street/Fleet - Fleet Shop					
	Vehicle Work Bay - Standard (30 x 12)	8	0	360		2,880
	Vehicle Work Bay - Heavy (55 x 14)	6	0	770		4,620
	Storage - Parts/Tire/Compressor	1	0	1,030		1,030
	Fabrication Shop	1	0	490		490
	Wash Bay - Fleet/Water	1	0	1,925		1,925
	Fleet Supervisor	1	1	100	(10x10)	100
	Mechanics		4			
	Subtotal	18	5			11,045
					Building Subtotal	12,753
					65% Net to Gross	6,867
	Total Building GSF					19,620

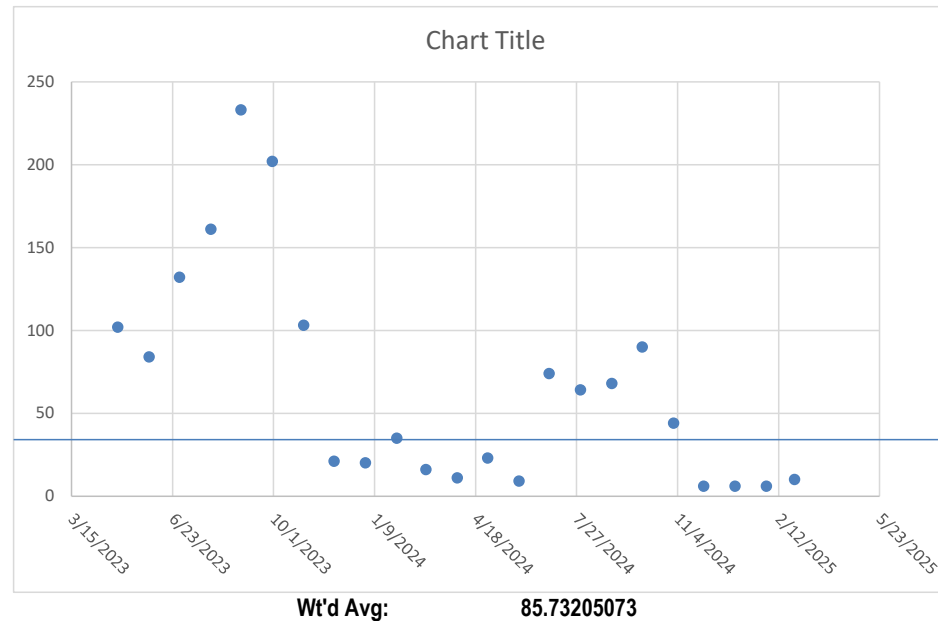
Post Falls Operations Program - Phase 2
July 2, 2024

SPACE ID	SPACE TITLE	QUANTITY	PERSONNEL COUNT	SQUARE FEET	PROGRAM STANDARD	TOTAL NET SQUARE FEET
A2						
	Site					
	Covered Storage -Street/Fleet:					
	Bulk Bin	10		384		3,840
	Loading Bay	1		120		120
	Loader w/ Bucket (12 x 34)	1		408		408
	Yard Storage - Street/Fleet:					
	Bulk Bin	1		5,000		5,000
	Laydown	1		47,000		47,000
	Salt Shed	1				
	Decant - Street/Fleet	1		1,170		1,170
	Covered Parking:					
	Operator Truck (8 x 16) - includes spare	8		128		1,024
	Future Operator Truck (8 x 16)	1		128		128
	Admin Vehicle	1		96		96
	Service Truck	1		240		240
	Dump Truck	1		240		240
	Hydro Ex. Trailer	1		240		240
	Mini Excavator	1		160		160
	Backhoe	1		240		240
	Surface Parking:					
	Fleet Parking - Water (9 x 9)	4		81		324
	Fleet Parking - Water (20 x 9)	3		180		540
	Subtotal					60,770

CONSUMPTION FOR STREET/FLEET WATER

STREET/FLEET		
Bill Date	Metered Consumption T/G	Winter
01/31/2022	38	
02/28/2022	40	
03/31/2022	37	
04/30/2022	42	
05/27/2022	42	
06/29/2022	39	
07/28/2022	101	
08/31/2022	117	
09/30/2022	164	
10/31/2022	118	
11/30/2022	43	
12/31/2022	57	
01/31/2023	60	
02/28/2023	69	
03/31/2023	64	
04/30/2023	102	
05/31/2023	84	
06/30/2023	132	
07/31/2023	161	
08/30/2023	233	
09/30/2023	202	
10/31/2023	103	
11/30/2023	21	
12/31/2023	20	
01/31/2024	35	35
02/29/2024	16	16
03/31/2024	11	11
04/30/2024	23	23
05/31/2024	9	9
06/30/2024	74	
07/31/2024	64	
08/31/2024	68	
09/30/2024	90	
10/31/2024	44	
11/30/2024	6	6
12/31/2024	6	6
01/31/2025	6	6
02/28/2025	10	10
Winter Average		13.555556
Employees		25
Gallons/Employee/Month		542.222222
Gallons/Employee/Day		18.0740741

WATER				
Bill Date	Metered Consumption T/G	Notes	Months Represented	Gal/Month
1/1/2025	-			
9/10/2024	41	Note: no seprate irrigation meter		
6/17/2024	2		9	228.136882
3/21/2024	-			
1/10/2024	-			
9/28/2023	68	Note: no seprate irrigation meter		
6/28/2023	4		3	1153.84615
3/16/2023	15	Toilet was leaking		
1/10/2023	-			
9/21/2022	46	Note: no seprate irrigation meter		
6/22/2022	-			
3/28/2022	1			
1/10/2022	-			
Average				690.991518
Employees				9
Gal/Emp/Mo				76.7768353
Gal/Emp/Day				2.55922784



Public Works Operations Center

John Beacham
Director of Public Works

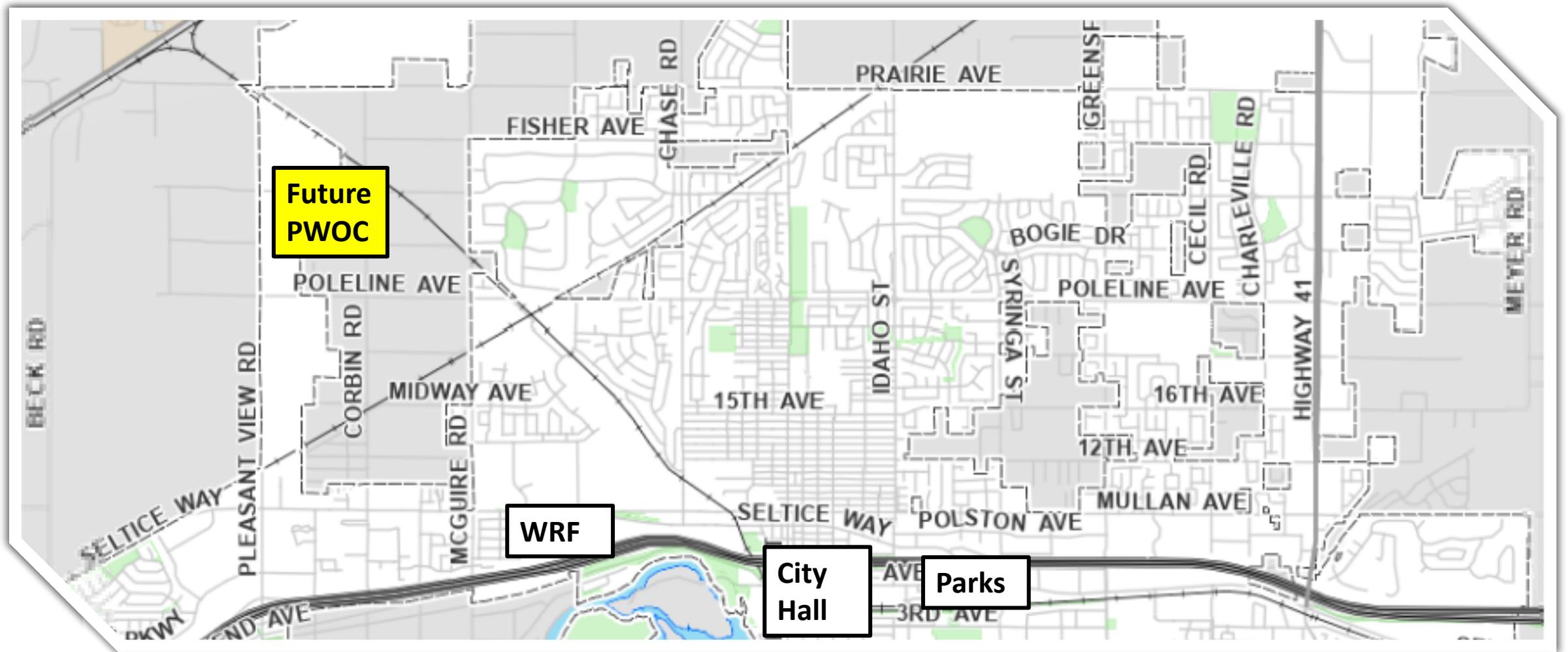
May 6, 2025
City Council Meeting



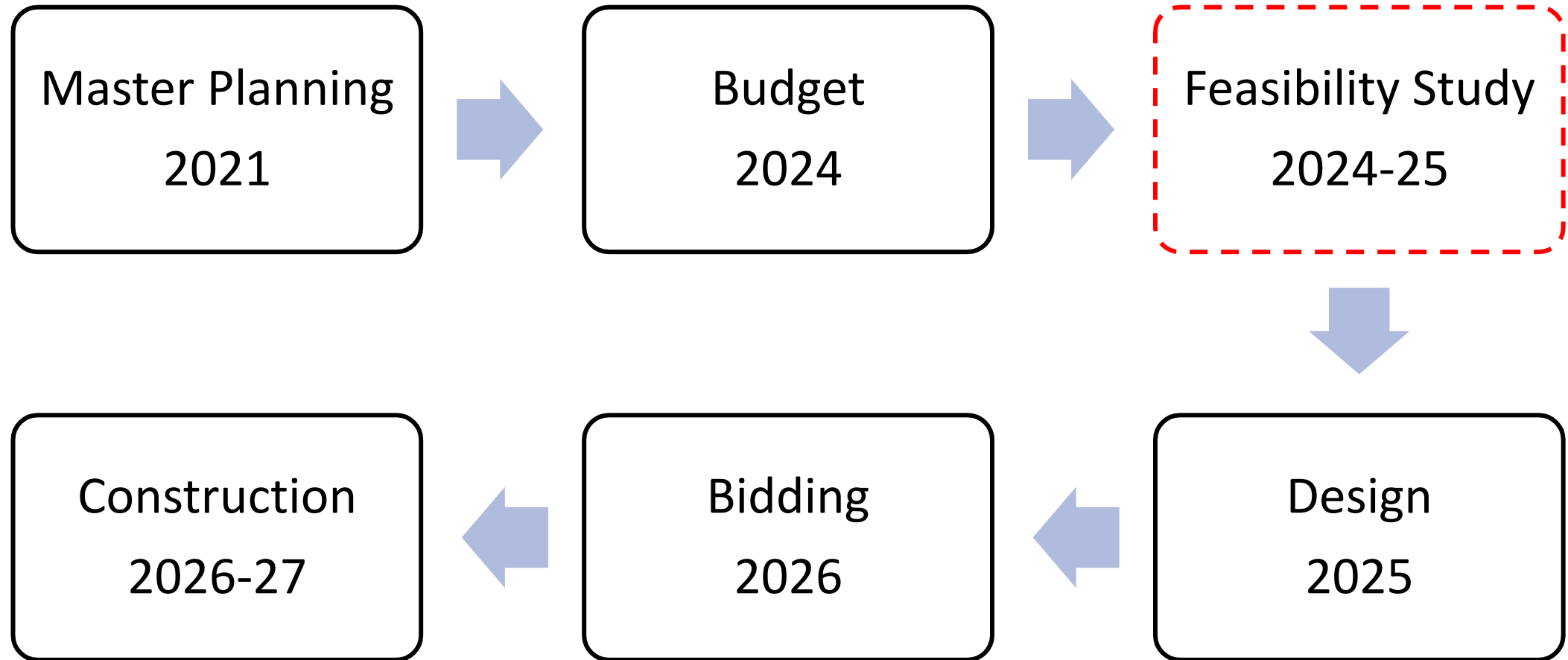
Presentation Outline

- Project Location & Background
- Feasibility Study Results
- Financial
- Recommended Action
- Next steps and Timeline
- Questions and Discussion

Location



Project Timeline



Background General

- 2021 Facilities Plan
- Hargrave and Police Department Property Purchases



Background

2021 Facilities Needs Assessment

- “Master Plan” for non-program facilities
 - Not parks, utilities, roads
- Public Works Plan:
 - Interim Work
 - Purchase Property
 - Future: Relocate Streets, Fleet, Water from Water Reclamation Facility



Existing Streets Facility



Background

Public Works Progress

- Public Works Plan:
 - ~~• Interim Work~~ (Cost Prohibitive)
 - ✓ Purchase Property (Completed 2022)
 - Relocate Streets, Fleet, Water from Water Reclamation Facility – Under consideration



Feasibility Analysis

- Approved by Council 2024 instead of interim improvements
- Findings:
 - Construction is feasible
 - Cost estimate is \$11.6M



Rendered Concept

Feasibility Analysis

- Development Required
 - Street and frontage
 - Water and utilities
 - Sewer/Septic

Feasibility Analysis

- Included:

- Public Works Administration
- Streets Operations
 - Heated Storage
- Water Operations
- Crew Space Accommodations
- Water Shop and Parking
- Covered Storage
- Gates and site improvements

- Not Included

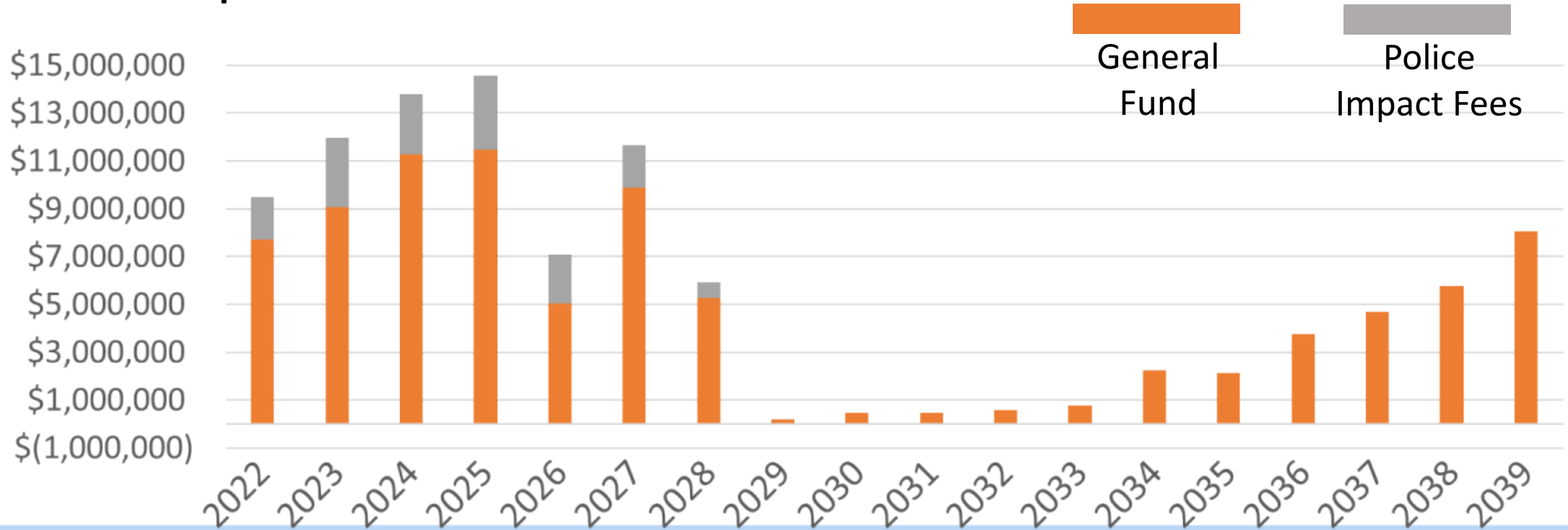
- Fleet Relocation
- Sign Shop Relocation
- Roads in both directions
- Some covered storage
- Expansion space
- Dedicated training room
- Decant facility
- Wash facility

Feasibility Analysis

Fund	Cost Allocation
General Fund (Facilities Reserve):	\$5.7M
Water	\$5.2M
Water Reclamation	\$0.8M
Total	\$11.7M

Financial Analysis

Costs in alignment with strategies presented at February 2025 workshop



Projected Fund Balances

Recommendation

- Staff recommends procuring design services for the construction of the Public Works Operations Facility.
 - Satisfies a long-term need identified in the Facilities Needs Assessment,
 - Create additional usable space at the Water Reclamation Facility,
 - Financially aligned with Facilities Needs Assessment

Questions?



CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/6/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator, Field Herrington, City Attorney

SUBJECT: C-PACE Financing Program

ITEM AND RECOMMENDED ACTION:

Staff recommends that Council provide direction to staff on whether to move forward with the C-PACE Program.

DISCUSSION:

Purpose

The purpose of this memo is to request direction from the City Council regarding the implementation of a Commercial Property Assessed Capital Expenditure (C-PACE) program in Post Falls, pursuant to the newly enacted Idaho legislation under Chapter 38, Title 67, Idaho Code, effective July 1, 2024.

Background

On March 18, 2025, staff presented the concept of a C-PACE program to the Council. The C-PACE Act enables local governments to facilitate long-term financing for energy efficiency, renewable energy, and water conservation improvements to commercial properties. The program is funded through private capital providers and is repaid via assessments on the property.

Following the initial presentation, Council requested clarification on several aspects of the program. These questions have been researched and are addressed in this memo.

Council Inquiries and Staff Responses

1. Can the city establish a C-PACE boundary different from its jurisdictional boundary?

Yes. The city has the discretion to define a specific “region” for program eligibility; however, it may not extend beyond the city’s boundaries.

2. Can residential projects be excluded?

No. The Act explicitly includes multifamily residential properties with five or more units under the definition of “commercial property.” The city cannot arbitrarily exclude otherwise eligible properties.

3. Can certain business types be excluded?

No. The statute mandates that all qualifying commercial properties must be treated equitably. The city may not apply the program selectively based on business type.

4. Who is responsible for verifying qualifying improvements?

The lending entity bears responsibility for ensuring compliance with the Act. Verification typically involves a construction manager and includes attestation from both the lender and borrower.

5. What is the anticipated time commitment for city staff?

The city's role is minimal. The lender manages the application process. The city receives a \$500 application fee and a servicing fee of 1% of the financed amount (capped at \$50,000 per project).

Next Steps

If the Council wishes to proceed with program implementation, staff will begin the three-step establishment process:

1. Adopt a Resolution of Intent.

Prepare and publish a Program Guidebook.

2. Hold a Public Hearing.

3. Adopt a Resolution Establishing the Program.

If the Council does not wish to proceed, no further action will be taken.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

March 18, 2025

APPROVED OR DIRECTION GIVEN:

Requested item to come back with additional information requested.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

If requested to proceed, Finance will establish the appropriate general ledger codes in the general fund.

BUDGET CODE:

Not established at this time.

ATTACHMENTS:

1. C Pace Presentation May 06 2025
2. March 18 2025 Council Meeting Packet Agenda Item 4.a
3. LoS CPACE Program Support Letter FINAL - Post Falls

C-PACE

A New Financial Program for
Commercial Developments in
Idaho



C-PACE

- The Commercial Property Assessed Capital Expenditure Act
 - Chapter 38, Title 67, Idaho Code
 - Effective July 1, 2024

C-PACE Process Recap

- March 18, 2025 - Presented concept to Council.
- May 6, 2025 – Direction from Council on proceeding.
- Review questions and answers from March 18th.
- Next steps reviewed.

C-PACE Process Questions

- Questions for staff from March 18, 2025 Council Meeting:
 - Setting a boundary different than the city boundary?
 - Excluding residential projects from the program?
 - Excluding specific business types from the program?
 - Who verifies/inspects improvements?
 - Time commitment from Finance staff?

C-PACE Process Questions

- May the city establish a boundary different than the city boundary?
 - Yes, this is at the discretion of the city.
 - The Act requires the local government to set a “region”.
 -
 - This may be a district or zone.
 - May not extend outside the city’s boundaries.

C-PACE Process Questions

- May the city exclude residential projects from the program?
 - No, the city does not have authority to disqualify specific subcategories of otherwise eligible property.
 - The Act explicitly includes specific multifamily residential properties in the definition of “commercial property” that qualify for the program (5+ units).

C-PACE Process Questions

- May the city exclude specific business types from the program?
 - No, the Act does not contain any provisions that differentiate eligible properties based on the nature of the business conducted on the premises.
 - All eligible commercial properties should be treated equally under the Act.

C-PACE Process Questions

- Who verifies/inspects the improvements to guarantee the improvements made qualify for the CPACE financing?
- The lending entity bears responsibility for ensuring compliance with the CPACE Act.
- Both the lending entity and the “borrower” will attest to the improvements and qualification for the Act. This generally involves a construction manager.

C-PACE Process Questions

- What is the time commitment from the city's Finance staff for a project?
 - The city's role is minimal. The lending entity manages the application process for the project.
 - The city will receive a \$500 at the submission of the program application.
 - The city will receive a servicing fee equal to 1% of the total amount financed, not to exceed \$50,000.

C-PACE Process: Next Steps

- If Council desire to proceed with program implementation (with any modifications), staff will begin the three-step establishment process:
 - Step One – Resolution of Intent.
 - Create CPACE Program Guidebook.
 - Step Two – Public Hearing.
 - Step Three – Resolution establishing the program.
- If Council desires to not proceed, no further action to be taken.

Questions?



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 3/18/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Enderud, City Administrator
SUBJECT: C-PACE Financing Program

ITEM AND RECOMMENDED ACTION:

Staff is seeking direction from the city council on whether to **move forward with the Resolution of Intent** to explore the feasibility of a **C-PACE program** for our community. This step would allow for further analysis and public input, ensuring that the program aligns with our economic and sustainability goals.

We look forward to discussing this opportunity further and welcome any questions or recommendations.

DISCUSSION:

Introduction

As the city explores opportunities for sustainable economic growth and development, we recommend the consideration of the **Commercial Property Assessed Capital Expenditure (C-PACE) financing program** as a valuable tool. This program, authorized under Idaho Code Chapter 38, Title 67, enables commercial property owners to secure financing for energy efficiency, water conservation, and renewable energy projects through voluntary property tax assessments.

Benefits of C-PACE Financing

- **Encourages Economic Development**
 - Supports commercial property improvements, making the city more attractive for business investment.
 - Facilitates renovations and new construction projects, increasing property values and tax revenue.
- **Promotes Sustainability and Cost Savings**
 - Funds projects that **reduce energy consumption, lower public health risks, and improve water conservation**.
 - Helps businesses achieve long-term cost savings through energy-efficient upgrades.
- **Provides Accessible Long-Term Financing**
 - It allows property owners to secure funding with **no upfront costs**, repaying through their property tax bills.
 - Terms are typically **longer than traditional loans**, making projects more financially feasible.
- **Minimal Risk for Local Government**
 - The city acts as a facilitator, not a lender. The financing is secured through a lien on the property, ensuring repayment.
 - The city may charge an **administrative fee of 1%**, providing a revenue stream for

program administration.

Implementation Process

According to **Idaho Code 67-3806**, the city must follow a three-step process:

1. **Resolution of Intent** – Declare the public benefit of the program, define project eligibility, and set administrative guidelines.
2. **Public Hearing** – Engage the community and stakeholders to ensure transparency and alignment with economic goals.
3. **Program Establishment** – Formally adopt the C-PACE program, enabling property owners to apply for financing.

Potential Projects & Impact

- **Existing commercial buildings** (e.g., the Buck Knives building) can receive upgrades like new roofing or HVAC improvements.
- **New construction projects** can incorporate energy-efficient designs from inception.
- **Companies looking to locate in the city** may find C-PACE an attractive incentive for development.

The Packet provided to the City of Coeur d' Alene city council during their discussion has been attached to provide additional information on the program.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The program will require staff time to develop and manage. The city has the ability to offset this expense by charging a 1% administrative fee if the financing program is used.

BUDGET CODE:

No revenue account has been established yet.

ATTACHMENTS:

1. CDA C-Pace Documents
2. C Pace Presentation March 18 2025

CITY COUNCIL STAFF REPORT

DATE: November 5, 2024
FROM: Troy Tymesen, City Administrator; Katie Ebner, Finance Director; Randy Adams, City Attorney
SUBJECT: C-PACE Program

DECISION POINT: Should Council establish a C-PACE Program for the City and adopt the C-PACE Program Guidebook, together with the necessary Forms, as required for a C-PACE Program in Idaho?

HISTORY: On July 1, 2024, the Commercial Property Assessed Capital Expenditure (C-PACE) Act went into effect in the state of Idaho. The new Chapter 38 in Title 67 of the Idaho Code is intended to help owners of agricultural, commercial, industrial, or multifamily residential properties obtain low-cost, 100%, long-term financing for certain features of their developments. The availability of such financing will facilitate an increase in economic development, lower insurance costs, and decrease disaster and emergency response costs to local governments. C-PACE programs are also intended to decrease the energy and water costs of developments, while encouraging energy and water sustainability.

Providence Development, a real estate developer with two planned hotel projects in Coeur d'Alene, including the Marriott Hotel at 6th and Sherman, reached out to City staff inquiring whether there was interest in creating a C-PACE Program for Coeur d'Alene. The City Administrator investigated the economics of the Program and the Legal Department performed a detailed analysis of the new Act. From all of the information available, it was determined that the Program would generate significant funds for the City (\$500.00 per application *and* up to \$50,000.00 per project), with no risk and little cost in terms of money or time required on behalf of the City. In addition, the Program provides incentives for developers to create projects which have tangible environmental and economic benefits, not only for property owners but for the City as well. The reason why local governments are involved is that the financing under a C-PACE Program is repaid by means of a special assessment added to the property tax bill, imposed by the local government with the consent of the developer, recorded in the County records, and administered (at the option of the local government) by the lender. The special assessment, like other property taxes, is on the land and development, and can be enforced in the same manner as a deed of trust if delinquent. The security this system provides is an incentive to lenders to offer long-term low-interest loans.

On September 17, 2024, Council adopted Resolution No. 24-074 which expressed the intent to create a C-PACE Program for the City and set a public hearing for the adoption of the Program. This was the first step, required by Idaho Code § 67-3806(1)(a), for creating the Program. After the adoption of the Resolution of intent, staff began developing a Program Guidebook and the various forms needed for a C-PACE Program pursuant to the new Act. Staff was aided in this task with templates provided by Providence Development (a developer) and by

Petros Place Finance (a lender), both of which have experience with C-PACE Programs in Colorado and elsewhere. Additionally, templates from Whatcom County, Washington, were reviewed. Staff carefully compared the templates with Idaho law, and prepared the Guidebook and forms accordingly. The proposed Guidebook and forms have been reviewed by City staff and Petros Place Finance has affirmed that they meet the needs of prospective lenders.

The Program Guidebook, by definition, is a comprehensive document illustrating Program and establishing all of the elements required by Idaho law. Specifically, the Guidebook establishes how the Program will be administered, the eligibility requirements, the application and approval process, the Program fees, and the eight (8) forms required by Idaho law. The Guidebook contains a limitation on the City's liability and responsibility: "The City, its governing bodies, executives, or employees are not personally liable as a result of exercising any rights or responsibilities granted under this Program. The City shall not pledge, offer, or encumber its full faith and credit for any lien amount through a C-PACE program. No public funds may be used to fund or repay any C-PACE financing obligation between a capital provider and property owner."

FINANCIAL ANALYSIS: The City will realize a financial benefit in establishing this Program, consisting of an application fee of \$500.00 and up to \$50,00.00 per project, with little to no burden on Staff and no liability on the City except in cases of gross negligence, recklessness, or willful misconduct. Two projects in the City that could take advantage of this financing mechanism have already been identified, and other developers could be interested as well. Establishing the Program and adopting the Guidebook and Forms are necessary predicates to the use of C-PACE financing.

PERFORMANCE ANALYSIS: The City of Coeur d'Alene may well be the first local government in Idaho to adopt a C-PACE Program, but is certainly not the first in the country. Providence Development and Petros Place Finance are not the only developer and lender participating in a C-PACE Program. At least three other lenders, Idaho Central Credit Union, Nuveen Green Capital, and Dwight Green Finance, have reached out to staff and expressed interest in financing qualified improvements for developments in the City. Establishing a C-PACE Program for the City does not mean there is no going back. If the Program does not work as intended, or creates significant issues for the City, the Program can be abandoned at any time. Any approved financing would, of course, continue. According to the United States Environmental Protection Agency, as of 2022, more than 38 states plus the District of Columbia have C-PACE-enabling legislation and 30 states plus the District of Columbia have active programs. There has been more than \$4 billion in investment in over 2,900 commercial projects as of November 2022.

DECISION POINT/RECOMMENDATION: Council should establish a C-PACE Program in the City and adopt the C-PACE Program Guide, together with the necessary Forms, as required for a C-PACE Program in Idaho.

PUBLIC COMMENTS RECEIVED PRIOR TO HEARING



In Alliance with **Apollo**
300 Colorado St., Ste 2000, Austin, TX 78701

October 23, 2024

VIA EMAIL

RE: Support of Commercial Property Assessed Clean Energy Program

Dear Honorable Mayor Woody McEvers and Honorable City Council Members,

I am writing on behalf of Petros PACE Finance, one of the nation's largest commercial PACE capital providers in the country, and a leader in developing and innovating commercial PACE policy and programs. We are writing in support of the resolution to create a strong commercial PACE program in the city of Coeur d'Alene.

Commercial PACE has seen tremendous growth across the country in the past few years. Communities in neighboring states such as Utah, Montana, Nevada, Washington, and Oregon and 30 others have launched programs, all wanting the economic development and other benefits that C-PACE capital brings. Just as importantly, it comes at no legal or financial cost or liability for the city, as all financial risk is borne by capital providers such as Petros.

We also want to inform you that we have been contacted by several property owners in Coeur d'Alene who wish to utilize C-PACE for their buildings, and we look forward to working with them once the program is implemented.

We urge your support for the resolution implementing the C-PACE program.

Sincerely

MICHAEL YAKI
Senior Vice President & Sr. Counsel
Policy and Programs
Petros PACE Finance, LLC

Adoption of C-PACE Program

Should Council adopt a C-Pace Program
and Approve the Program Guidebook and Forms?



1

In 2024, the Idaho Legislature passed, and the Governor signed, a bill creating a new Chapter 38 in Title 67 of the Idaho Code. The stated intent of the Legislature is:

“to authorize the establishment of a commercial property assessed capital expenditure (C-PACE) program that local governments may **voluntarily implement** to ensure that **free and willing owners** of agricultural, commercial, industrial, or multifamily residential properties can obtain low-cost, long-term financing for qualifying improvements. The legislature finds that enabling local governments to adopt C-PACE programs **serves a valid public purpose** because the use of C-PACE programs **will increase economic development, lower insurance costs, and lower disaster and emergency response costs to local governments**. C-PACE programs will also **decrease energy and water costs and encourage energy and water sustainability**.”

Idaho Code § 67-3802

2

The United States Department of Energy has this to say about the C-PACE Program:

“The property assessed clean energy (PACE) model is an innovative mechanism **for financing energy efficiency and renewable energy improvements on private property**. . . . PACE programs allow a property owner to finance the up-front cost of energy or other eligible improvements on a property and then pay the costs back over time through a **voluntary** assessment. The unique characteristic of PACE assessments is that the assessment is attached to the property rather than an individual. . . . Property owners that **voluntarily** choose to participate in a PACE program repay their improvement costs over a set time period—typically 10 to 20 years—through property assessments, which are secured by the property itself and paid as an addition to the owners' property tax bills.”

<https://www.energy.gov/scep/slsc/property-assessed-clean-energy-programs>

3

The advantages of C-PACE financing include:

- ❖ Financing for 100% of direct and indirect costs;
- ❖ Fixed interest rates;
- ❖ Up to 30+ years to repay;
- ❖ Secured by a property lien (not a personal guarantee); and
- ❖ Non-accelerable in the event of default.

“In sum, C-PACE financing makes it easy for property owners to make improvements by eliminating upfront capital costs, providing competitive long-term financing for long-term capital improvements, and allowing property owners to transfer repayment obligations to a new owner upon sale.”

<https://c-pacealliance.org/>

4

Why adopt a C-PACE Program for Coeur d'Alene?

“C-PACE addresses a gap in the credit market for energy efficiency and resiliency projects. **Investing in commercial properties to use renewable energy sources, to be energy efficient, to save water, and to be more resilient and sustainable makes economic sense and generates environmental benefits.** Prior to C-PACE, the problem was that credit was not available based on traditional banking practices or the credit was too short-term to make financial sense, even for large businesses. C-PACE solves these issues by providing long term, fixed-rate credit that allows the cost savings to equal or exceed the debt service.”

<https://c-pacealliance.org/>

5

“Property owners can use C-PACE to finance 100% of project costs **related to energy efficiency, renewable energy, water conservation, and eligible resiliency.** Items such as HVAC, efficient windows and doors, control systems, roofing, elevators, and solar panels can be paid with C-PACE. On an existing building retrofit, PACE can often cover 100% of the cost of a project. On new construction, C-PACE financing usually represents 25-35% of total project costs. Examples of projects that can use C-PACE:

Completely modernizing a vacant Art Deco office building;

Redeveloping an abandoned factory as a business incubator;

Installing solar on an indoor soccer and recreational park; and

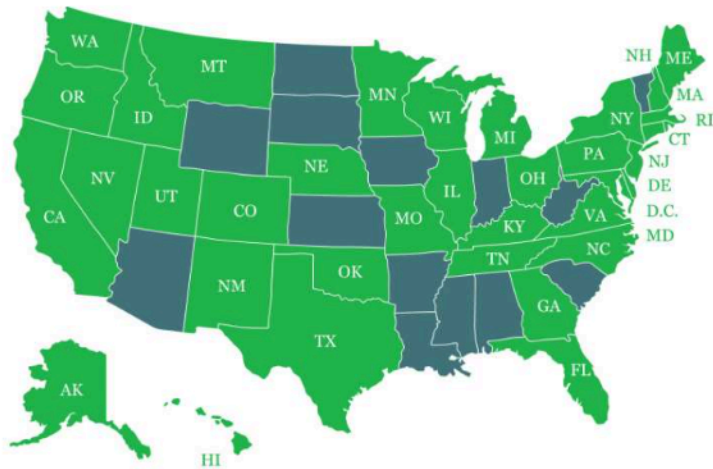
Constructing a new hotel with high-efficiency windows and water conserving systems.”

<https://c-pacealliance.org/#what>

6

Where are local governments authorized to implement a C-PACE Program?

7



38 states (in green) have adopted C-PACE Legislation.

<https://www.nuveen.com/greencapital/about-c-pace/where-we-lend>

8

C-PACE Programs have a track record of success.

Residential PACE authority was first established in 2007, and commercial PACE programs **began to appear in 2009**.

Since its inception, there have been 2,322 projects in 29 states with a value in excess of \$7.2 billion.

In 2023 alone, there were at least 247 projects in 24 states with a value of over \$2 billion.

<https://c-pacealliance.org/c-pace-program-volume/>

9

To enable a C-PACE Program in Idaho, Council must:

1. Adopt a Resolution of Intent. *Council did this on September 17, 2024, pursuant to Resolution 24-074.*
2. Set a public hearing on the proposed program. *Council did this in the same Resolution, setting the public hearing for today.*
3. Hold a public hearing to allow “the public to comment on the proposed program as outlined in the resolution of intent.” I.C. § 67-3806(1)(b). *This is happening tonight.*
4. Adopt a second Resolution to establish the Program and its terms. This is Resolution 24-091 before you tonight.
5. The terms of the Program are set out in a Program Guidebook, which Council would adopt by the same Resolution. See I.C. § 67-3803(8). The Program Guidebook also includes the “standard application forms consistent with the administration of a program pursuant to” law. *Id.*

10

Once the Program is adopted by Council, this is the result:

The City may place voluntary special assessments on property without any additional action by Council.

The City may also:

- ❖ Hire and set the compensation of a program administrator and program staff; or
- ❖ Delegate or contract for professional or administrative services necessary to administer the program on a nonexclusive basis.
- ❖ AND impose a fee of five hundred dollars (\$500) at the time of a property owner's application, as well as a servicing fee for approved applications calculated as one percent (1%) of the total amount financed, not to exceed fifty thousand dollars (\$50,000).

Idaho Code § 67-3806(3), (4), and (5).

11

Pursuant to the proposed Program Guidebook:

- ❖ The City Treasurer (Katie Ebner) is the Program Administrator.
- ❖ The Program Administrator receives and then reviews applications for the Program within 10 days; collects the \$500 application fee.
- ❖ The Program Administrator approves, conditionally approves, or disapproves an application.
- ❖ The Program Administrator signs the required documents on behalf of the City.
- ❖ The Program Administrator records the Notice of Assessment Interest and C-PACE lien with the County.
- ❖ The Capital Provider (Lender), with the Property Owner, prepares the application and supporting documents.
- ❖ After the application is approved and the documents are recorded, the Capital Provider disburses the funds, including the City's 1% fee.
- ❖ The Capital Provider bills, collects, and enforces the assessment.
- ❖ The City has no liability under the Program. No public funds are used to fund or repay C-PACE financing.

12

Staff recommends that Council approve Resolution No. 24-091, which establishes a C-PACE Program in Coeur d'Alene and adopts the Program Guidebook and Forms which govern the terms and conditions of the Program in order to ensure low-cost, long-term financing for qualifying improvements for a multitude of projects in the City in order to potentially lead to an increase in economic development, lower insurance costs, and lower disaster and emergency response costs to the City, in addition to decreasing energy and water costs and encouraging energy and water sustainability.

13

Questions?

14

RESOLUTION NO. 24-091

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ESTABLISHING A COMMERCIAL PROPERTY ASSESSED CAPITAL EXPENDITURE (C-PACE) PROGRAM, ADOPTING A PROGRAM GUIDEBOOK AND FORMS FOR USE IN THE PROGRAM, PURSUANT TO CHAPTER 38, TITLE 67, IDAHO CODE.

WHEREAS, the Commercial Property Assessed Capital Expenditure Act, Chapter 38, Title 67, Idaho Code, (the "Act") authorizes local governments in the state of Idaho to establish a Commercial Property Assessed Capital Expenditure Program (a "C-PACE Program") to assist in financing the costs of certain renewable energy, energy and water efficiency, and resiliency improvements, known as Qualified Improvements, for certain commercial, industrial, agricultural, or multifamily housing property projects through the levy of special assessments; and

WHEREAS, the City has determined that the financing of Qualified Improvements through special assessments is a valid public purpose; and

WHEREAS, the City previously adopted Resolution No. 24-074 on September 17, 2024, expressing its intent to establish a C-PACE Program and held a public hearing to receive input from the public with respect to the proposed C-PACE Program on November 5, 2024; and

WHEREAS, the City now desires to establish a C-PACE Program pursuant to the Act; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the C-PACE Program be established and that the Program Guidebook, setting forth the terms and condition of the Program, together with required forms, be adopted.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that, pursuant to the Act, the City hereby establishes a C-PACE Program to facilitate the financing of Qualified Projects and to authorize Special Assessments, which will be entered into voluntarily by a qualifying Property Owner and the City by means of an Assessment Agreement for C-PACE Financing, to repay the financing for Qualified Projects obtained by the Property Owner.

BE IT FURTHER RESOLVED by the Mayor and City Council that the Program Guidebook and Forms, attached hereto as Exhibit "A" and incorporated herein, be adopted.

BE IT FURTHER RESOLVED that the Mayor, City Administrator, and City Attorney are hereby authorized to modify the Program Guidebook and Forms, provided that the substantive provisions of the Program and Guidebook remain intact.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its approval and adoption.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute any documents necessary to effectuate the C-PACE Program and Program Guidebook.

DATED this 5th day of November, 2024.

Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GABRIEL Voted

_____ was absent. Motion carried/failed.



PROGRAM GUIDEBOOK: C-PACE PROGRAM

City of Coeur d'Alene, Idaho

Mayor Council

Woody McEvers
Dan Gookin
Amy Evans
Kiki Miller
Dan English
Christie Wood
Kenny Gabriel

City Administrator

Troy Tymesen

City Finance Director

Katie Ebner

City Attorney

Randall Adams

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I. Introduction

A. About C-PACE

In 2024, the Idaho Legislature passed Commercial Property Assessed Capital Expenditure enabling legislation, creating a new Chapter 38 in Title 67 of the Idaho Code. This legislation allows local governments to establish C-PACE programs within their respective jurisdictions. A C-PACE Program permits owners of eligible commercial property to seek and obtain long-term financing from private Capital Providers for certain Qualified Improvements, including facilities and equipment to promote energy efficiency, renewable energy, water conservation, and resiliency for qualifying buildings. Improvements made to reduce lead in drinking water are also considered Qualified Improvements. In short, C-PACE programs help developers make buildings more efficient and resilient. Furthermore, a C-PACE Program allows a local government to levy and collect a voluntary assessment to repay the financing of the improvements, and to record a lien on the property to ensure repayment. This approach to financing has been used on thousands of properties in more than 30 states and the District of Columbia.

The City of Coeur d'Alene has created and administers a C-PACE Program pursuant to the C-PACE Act. Under this Program, financing is available in four categories: energy efficiency, renewable energy, water conservation, and resiliency improvements. Improvements that reduce greenhouse gas emissions would qualify, provided that the improvements also fall under one of the aforementioned categories. A C-PACE loan is secured by a first and prior lien on the property and paid back over time, which lien is a junior only to liens for City property taxes or ad valorem taxes. Like other assessments, C-PACE financing is non-accelerating, which means only current or past due payments can be collected, while future payments are the responsibility of the Property Owner at the time. The C-PACE repayment obligation transfers automatically to the next owner if the property is sold. In the event of default, only the payments in arrears are due. This arrangement spreads the cost of qualifying improvements – such as energy-efficient HVAC equipment, upgraded insulation, new windows, or solar installations – over the useful life of the improvements. The City's Program exists under Idaho's C-PACE legislation and the rules established by this Guidebook. No change in the Program or in Idaho's C-PACE legislation will affect a Property Owner's obligations to pay C-PACE assessments incurred under the Program prior to such change.

B. Idaho C-PACE Program Guidebook

This Guidebook sets out the eligibility requirements for C-PACE projects in the City and the process for applying for C-PACE project approval.

II. Definitions

- A. "Capital Provider" means a private third-party lender, including its designee, successor, and assigns, that provides or funds C-PACE financing, including refinancing, pursuant to Chapter 38, Title 67, Idaho Code.
- B. "City" means the City of Coeur d'Alene and its officials with authority over this Program.

- C. “Commercial Property” means:
1. Privately owned commercial, industrial, or agricultural real property; or
 2. Privately owned residential real property consisting of five (5) or more dwelling units.
 3. Property owned by nonprofit, charitable, or religious organizations; or
 4. One (1) or more owner-occupied or rental condominium units affiliated with a hotel.
- D. “C-PACE” means Commercial Property Assessed Capital Expenditure.
- E. “C-PACE Act” means the Commercial Property Assessed Capital Expenditure Act, codified as Chapter 38, Title 67, Idaho Code.
- F. “C-PACE Program” or “Program” means the program established by the City pursuant to the provisions of the C-PACE Act.
- G. “Eligible Property” means any privately-owned commercial, agricultural, industrial, or multi-family real property with five (5) or more dwelling units located within the boundaries of the City, including properties owned by nonprofit, charitable, or religious organizations, or one (1) or more owner-occupied or rental condominium units affiliated with a hotel.
- H. “Financing” means financing and refinancing for a Qualified Project pursuant to the C-PACE Act.
- I. “Financing Agreement” means a contract under which a Property Owner agrees to repay a Capital Provider for the Financing, including but not limited to details of finance charges, fees, debt servicing, accrual of interest and penalties, and terms relating to treatment of prepayment and partial payment, billing, collection, and enforcement of the Financing.
- J. “Program Administrator” means the City Treasurer or his or her designee, including a third party outside the City, to administer the Program in conformance with the administration procedures provided by the Program Guidebook.
- K. “Program Guidebook” or “Guidebook” means this document which establishes appropriate guidelines, specifications, underwriting and approval criteria, and application forms consistent with the administration of a Program pursuant to the C-PACE Act, including:
1. The form for an assessment contract between the City and the Property

Owner for specifying the terms of assessment under the Program, Financing provided by a third party, and remedies for default or foreclosure;

2. The form for the notice of assessment and C-PACE lien; and
 3. The form for a notice of assignment of assessment and C-PACE lien between the City and a Capital Provider.
- L. “Project Application” means an application submitted to the Program Administrator to demonstrate that a proposed project qualifies for C-PACE financing and for a C-PACE assessment and lien.
- M. “Property Owner” means the legal owner of qualifying Eligible Property, which is the record owner of title to the Eligible Property or the owner of an estate for years created pursuant to a written lease agreement or similar agreement. The Property Owner must be current on any mortgage and property tax payments on the property, and cannot be insolvent or in bankruptcy proceedings. Title to the Eligible Property cannot be in dispute.
- N. “Qualified Improvement” means a permanent improvement installed and affixed to Eligible Property and intended to:
1. Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption;
 2. Support the production of renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer’s side of the meter that provides thermal energy or regulates temperature;
 3. Decrease water consumption or demand, increase water conservation and storage, and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption or increase the storage of water;
 4. Allow for the reduction or elimination of lead from water that may be used for drinking or cooking; or
 5. Increase water or wastewater resilience, including through storm retrofits, flood mitigation, and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact, and other resilience projects approved by the City.
- O. “Qualified Project” means a project approved by the Program Administrator,

involving the installation or modification of a Qualified Improvement, including new construction or the adaptive reuse of Eligible Property with a Qualified Improvement. A Qualified Improvement installed and operational no more than three (3) years prior to the date of application is eligible as a Qualified Project.

- P. “Special assessment” means a voluntary assessment imposed by the City on Eligible Property located within the boundaries of the Program.

III. C-PACE Program Rules

This Guidebook establishes the guidelines, eligibility, and approval criteria, and adopts forms for the administration of the Program in accordance with the C-PACE Act. The intent of the Program is to enable financing for Eligible Property owners to make certain Qualified Improvements, including energy efficiency, renewable energy, water conservation, and resiliency improvements as described in the C-PACE Act. Council finds that the Program serves a valid public purpose because it will increase economic development, lower insurance costs, lower disaster and emergency response costs, decrease energy and water costs, and encourage energy and water sustainability.

Qualified Improvements, including all eligible costs that are to be financed as described in a project application approved by the Program, constitute a Qualified Project. Property Owners may receive funding for their Qualified Improvements only from Capital Providers pursuant to a separate Financing Agreement negotiated between the Property Owner and Capital Provider.

A. Establishment of C-PACE Program Boundaries

The City Council adopted Resolution number [_____] on [_____] , establishing the C-PACE Program for all Eligible Properties. The Program boundaries are the Coeur d’Alene City limits.

B. Administration of Program; Authorized Officials

The City Treasurer is the Program Administrator, and is designated and authorized to review each Project Application to confirm that it is complete and contains no errors on its face. The City Treasurer may designate another City employee to act as the Program Administrator for a Project or the City Treasurer may designate a private third party, including a Capital Provider, to administer Program as provided by the Program Guidebook. The Program Administrator will execute the Assessment Agreement and C-PACE Lien documents on behalf of the City, and record the Notice of Assessment Interest and C-PACE Lien with the County.

The Program Administrator will:

1. Accept Project Applications from Property Owners and Capital Providers;
2. Review the Project Application to determine conformance with the Project Application Checklist;

3. Approve, conditionally approve, or disapprove the Project Application and communicate the decision to the applicant;
4. Execute the Assessment Agreement, Notice of Assessment Interest, and C-PACE Lien; and
5. Record the Notice of Assessment Interest and C-PACE Lien.

C. Eligibility Requirements

Any Property Owner of Eligible Property may apply for the Program. Qualifying costs that can be C-PACE financed include:

1. Materials and labor necessary for installation or modification of a Qualified Improvement;
2. Permit fees;
3. Inspection fees;
4. Lender fees;
5. Program application and administrative fees;
6. Project development and engineering fees;
7. Interest reserves;
8. Capitalized interest, in an amount determined by the Property Owner and Capital Provider; and
9. Other fees or costs that may be incurred by the Property Owner incidental or ancillary to the installation, modification, or improvement on a specific or pro rata basis, as determined by the City.

D. Application Process

The Program Administrator will review the Project Application (Form 1) for proof of compliance with Idaho Code and Coeur d'Alene Municipal Code requirements that are necessary for the City to approve the application and execute the applicable documents for the proposed C-PACE transaction.

The process of obtaining financing under the Program starts when a Property Owner approaches a Capital Provider. The Capital Provider will work with the Property Owner to collect

a number of diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties should settle on the loan terms.

The general flow of the C-PACE application process will be as follows:

1. The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and all supporting documents (described below). Applicants should review the Project Application Checklist accompanying the Project Application to ensure the types of information that the City will rely upon to verify compliance with the C-PACE Act and C-PACE Resolution are present in the completed Project Application.
2. The Program Administrator will have ten (10) business days to review and approve the Project Application. If there are an unusually high number of applications, or if review is delayed because of some force majeure event, the office may notify the applicant that the application review and approval will be delayed by no more than ten (10) additional business days.
 - a. The City application review process is confined to confirming that the Project Application is complete, and all attachments conform to these guidelines. ***City approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualified Improvements.*** The Program Administrator will review the Project Application for proof of compliance with the requirements of the C-PACE Act and C-PACE Ordinance that are necessary for the City to approve the Project Application and execute the applicable documents for the proposed C-PACE transaction.
 - b. If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant. The Project Application may be conditionally approved if the application is complete but the attachment regarding lender consent is not yet available. Conditional approval will be treated the same as an approval, with exceptions noted below.
 - c. Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items from the Project Application Checklist were not provided or are insufficient or inaccurate on their face.
3. Upon receipt of approval, the Capital Provider will draft the following “Closing Documents”: the Assessment Agreement (Form 2), the Notice of Assessment Interest and C-PACE Lien (Form 3), and the Assignment of

Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement (Form 4). At or before closing, at the request of the applicant, the designated and authorized official will execute Closing Documents. If the Project Application received conditional approval, the Closing Documents executed by the City may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACE Act and C-PACE Ordinance.

4. At closing, the City will record the Assessment Agreement, the Notice of Assessment Interest and C-PACE Lien, and the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement in the Kootenai County Recorder's Office.
5. Upon confirmation of recordation, the Capital Provider will disburse funds in accordance with the Financing Agreement.
6. The Property Owner begins making assessment payments per the Assessment Agreement and in accordance with the Financing Agreement.
7. After project completion, the Property Owner will submit the Certificate of C-PACE Improvements Completion (Form 5) to the City, which provides written verification provided by a licensed professional engineer or engineering firm stating that the qualified project was properly completed and is operating as intended.

E. Application Documents

The Project Application must be submitted with the following documents appended:

1. Project Application Checklist
2. Mortgage Holder Consent (Form 6)
3. Certificate of Compliance for Public Benefits (Form 7), which includes:
 - a. Certification that the project provides one or more of the following benefits to the public:
 - i. Energy or water resource conservation
 - ii. Reduced public health costs or risks
 - iii. Reduced public emergency response cost or risk
4. Certificate of Qualified Improvements (Form 8)

- a. A licensed Engineer or an authorized representative of a licensed engineering firm will certify the Qualified Improvements as applicable for the existing building or new construction. The certifying individual may hold additional licenses or qualifications demonstrating their qualifications, as listed on the form of Certificate of Qualified Improvements.
5. For Existing Buildings:
 - a. For Renewable Energy Improvements, Energy Efficiency Improvements, or Water Efficiency Improvements: A statement by the author of the energy analysis that the Qualified Improvements will or did result in either more efficient use or conservation of energy or water, or the addition of renewable sources of energy or water. The energy analysis must be performed by an Idaho licensed engineering firm or engineer.
 - b. For Resilience Improvements: A statement by the author of the analysis that the Qualified Improvements will or did result in improved water or wastewater resilience, including through storm retrofits, flood mitigation and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures or other improvements that reduce land use impact. The analysis must be performed by an Idaho licensed engineering firm or engineer.
6. For New Construction: A certification that the proposed Qualified Improvements will enable the subject property's project to exceed the current building code requirements for energy efficiency, water efficiency, renewable energy, or renewable water. For resilience improvements, a certification that the proposed Qualified Improvements will enable the project to meet or exceed resilience standards for the local government's building codes or, if none are available, compliance with a nationally available and recognized resiliency standard. The certification must be provided by an Idaho licensed engineering firm or engineer.

F. Closing Documents

The Program has adopted the following form Closing Documents, which require the signature of the Program Administrator and shall be part of the closing of any C-PACE transaction. A Property Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

1. Assessment Agreement
2. Notice of Assessment Interest and C-PACE Lien

3. Assignment of Notice of Assessment Interest and C-PACE Lien and Assignment of Assessment Agreement

G. Recording

The City shall:

1. File a written notice of assessment and C-PACE lien with the County Recorder. The notice shall contain:
 - a. The amount of the assessment;
 - b. The legal description of the property;
 - c. The name of each property owner;
 - d. A copy of the written assessment contract; and
 - e. A reference to this chapter authorizing the placement of the assessment and C-PACE lien on the property.
2. File and record each C-PACE lien with the County Recorder. The recording shall contain:
 - a. The legal description of the property;
 - b. The name of each property owner;
 - c. The date on which the lien was created;
 - d. The principal amount of the lien; and
 - e. The term of the lien.
3. Record the executed assignment of the assessment agreement, notice of assignment of assessment, and C-PACE lien.
4. The City may delegate the recording responsibilities set forth in this section to the Capital Provider receiving the assignment. If billing, collection, and enforcement are delegated to the capital provider, a copy of the assignment and delegation shall also be recorded with the County Recorder.

H. Financing Requirements and Interest Rates

Under the C-PACE Act, the amount of the assessment plus any existing indebtedness on the property cannot exceed ninety percent (90%) of the fair market value of the property as determined by a qualified appraiser. In addition, the amount of the assessment in the case of new construction cannot exceed thirty-five percent (35%) of the fair market value of the property as completed or as stabilized, and, in the case of a retrofit of existing property, cannot exceed twenty-five percent (25%) of the fair market value of the property as completed or as stabilized, all as determined by a qualified appraiser. The determination of fair market value will be established by a qualified appraisal completed no more than twelve (12) months prior to the time of application.

Interest rates are negotiated in a Financing Agreement between the Property Owner and the Capital Provider. The City has no role in reviewing, setting, or opining on such interest rates or other aspects of the Financing Agreement. Market forces – such as competition, the intended

use of the property, potential risk –will affect the terms negotiated by the Property Owners and Capital Providers.

I. Billing, Collection, and Enforcement of C-PACE Liens

Billing, collection and enforcement of C-PACE Liens and financing installment payments will be the responsibility of the Capital Provider. The Capital Provider will enforce the C-PACE Lien in the same manner as a deed of trust. In accordance with Chapter 15, Title 45, Idaho Code, delinquent installments of the assessment incur interest and penalties as specified in the financing agreement between the Property Owner and Capital Provider. In an enforcement action, assessments not yet due shall not be accelerated or eliminated by foreclosure of the past due amount of the lien.

J. Program Fee

To make the costs of administering the C-PACE Program cost-neutral, the City will collect a servicing fee equal to one percent (1%) of the total amount financed by the Property Owner, not to exceed fifty thousand and no/100 dollars (\$50,000.00). This fee is due at the time of disbursement of funds by the Capital Provider, or any portion thereof. An application fee of five hundred and no/100 dollars (\$500.00) will be paid with submission of the Program Application.

K. Term of an Assessment

The maximum term of an assessment may not exceed the useful life of the Qualified Improvement or weighted average useful life if more than one Qualified Improvement is included in the Qualified Project.

L. Written Consent from Mortgage Holder(s) Required

Before entering into an Assessment Agreement with the City, the Property Owner must obtain and furnish to the City the written consent to the placement of the assessment and C-PACE Lien from any holder of a mortgage or a deed of trust on the property.

M. Provisions for Marketing and Participant Education

This Guidebook will be made available to the public on the City's website. It is determined that there is no need for marketing and participant education at this time. It is presumed that Property Owners and Capital Providers understand the principles and processes associated with C-PACE financing and will look to the Guidebook for understanding and clarification of the Program.

N. Government Has No Liability or Financial Responsibility

The City, its governing bodies, executives, or employees are not personally liable as a result of exercising any rights or responsibilities granted under this Program. The City shall not pledge,

offer, or encumber its full faith and credit for any lien amount through a C-PACE program. No public funds may be used to fund or repay any C-PACE financing obligation between a capital provider and property owner.

O. Amendments and Interpretation

This Guidebook is intended to establish the general rules and procedures applicable to the Program. The Program Administrator is authorized to make such minor amendments to the rules and procedures as may be required. A minor amendment is one which is fully consistent with the purposes of the Program, as expressed by State law and this Guidebook, and which does not substantially impact a Property Owner, an applicant, or the City financially or impair a property right protected by law. Any major amendments must be presented to City Council for approval.

The Program Administrator is further authorized to interpret the rules and procedures set forth in this Guidebook if it becomes evident that any provision of the Guidebook is reasonably capable of being understood in more than one sense. In making such interpretation, the Program Administrator shall consider the intent, purposes, and plain language of the Guidebook, in light of State law. No provision of the Guidebook should be interpreted so as to render any other provision superfluous or ineffective.

APPLICATION/CLOSING CHECK LIST

The Application/Closing Checklist is offered to the applicant as a means of checking the C-PACE Program Application to ensure that a complete Application is submitted, free from omissions and errors that could possibly lead to rejection of the Application. Check off in section I when completed and submit with the Application. Submission of a complete Application is solely the responsibility of the applicant. Check off in section II when completed and submit at the time of Closing. Completion of this form does not relieve the applicant of the responsibility for providing all documents needed for the Application and Closing.

I. Application (documents needed for approval of Application):

- _____ 1. Are all blank spaces filled out on C-PACE Program Application?
- _____ 2. Is the Mortgage Holder Consent form completed and attached for each mortgagee or beneficiary of a deed of trust?
- _____ 3. Is the C-PACE Program Certificate of Compliance – Public Benefits attached?
- _____ 4. Is the Certificate of Qualified Improvement attached?
- _____ 5. Are authorized signatures properly affixed to the Application?

II. Closing (documents needed before Closing):

- _____ 6. Is the Assessment Agreement completed and signed, with all required attachments?
- _____ 7. Is the Notice of Assessment and C-PACE Lien completed and signed, with all the required attachments?
- _____ 8. Is the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement completed and ready for the City's signature?
- _____ 9. Is all information which is necessary for Recording provided (*see* Program Guidebook at page 11)?

FORMS

PROGRAM APPLICATION FORM 1



City of Coeur d'Alene
 Finance Department
 710 E. Mullan Ave.
 Coeur d'Alene, ID 83814
 (208) 769-2284
 kebner@cdaid.org

For office use only

Application Fee: \$500.00
 Servicing Fee: \$ _____
 Date Paid: _____
 Approved by: _____
 Date of Approval: _____

**C-PACE PROGRAM
 APPLICATION**

All blanks must be filled in. If the requested information does not apply, indicate "Does Not Apply" or "N/A."

Property Owner Name:	
Mailing Address:	
Physical Address:	
Telephone Number:	Email:
Tax ID Number (EIN or SSN):	

Project Name:	
Address of Project:	
Legal Description:	
Assessed Value and Date of Assessment:	Appraised Value and Date of Appraisal:
Building Size:	Year Built (if applicable):
Project Type (e.g. commercial, multi-family):	
Total Amount Financed:	

Capital Provider:	
Contact person:	
Mailing Address:	
Telephone Number:	Email:

Project Narrative (*Briefly describe the overall project. Use additional sheets if necessary.*):

Project Details (*Describe the proposed Qualified Improvements applicable to the C-PACE Program, e.g., improvements that promote or support energy efficiency, renewable energy, water conservation, reduction or elimination of lead from water, water or wastewater resilience, etc. If the application is for improvements installed within the last three (3) years, include the date of installation of each improvement. Use additional sheets if necessary.*):

Please answer the following questions. You must answer “no” to each question to qualify for the C-PACE Program.

	Yes	No
Is any mortgage or deed of trust payment past due?		
Are any property tax assessments past due?		
Is the property owner insolvent?		
Is the property owner currently in bankruptcy proceedings?		
Is the total debt secured by the property, including any C-PACE assessment, in excess of 90% of the fair market value of the property as complete or stabilized?		
For new construction, will the C-PACE assessment exceed 35% of the fair market value of the property as complete or stabilized?		
For a retrofit of existing property, will the C-PACE assessment exceed 25% of the fair market value of the property as complete or stabilized?		
Was the appraisal setting the fair market value of the property (by a qualified appraiser) completed more than 12 months before the date of this application?		
Does the period of the proposed special assessment exceed the weighted average of the useful life of the qualified project that is the basis for the assessment?		
Will the voluntary assessment under the C-PACE program constitute an event of default under any current mortgage or deed of trust on the property?		

The property owner must submit the following with this application:

1. For an existing building, an energy analysis by a licensed engineering firm or engineer, which includes a statement that the improvements will result in more efficient use or conservation of energy or water or the addition of renewable sources of energy or water, OR that the improvements will result in improved resilience.
2. For new construction, a written certification by a licensed engineering firm or engineer, which includes a statement that the improvements will enable the project to exceed building code requirements for energy efficiency, water efficiency, renewable energy, and/or renewable water, or meet or exceed resilience standards in the City's building code or, if none, a nationally available and recognized resiliency standard.
3. A copy of the appraisal for the property.
4. A written statement from an authorized officer of each holder of a mortgage or deed of trust consenting to the assessment and indicating that the assessment does not constitute an event of default under the mortgage or deed of trust.
5. A written certification by the Capital Provider that the property owner and project meet the requirements of the C-PACE Act and Program Guidebook, and qualify for financing under this Program.

ASSESSMENT AGREEMENT FOR C-PACE FINANCING FORM 2

ASSESSMENT AGREEMENT FOR C-PACE FINANCING

This ASSESSMENT AGREEMENT for C-PACE FINANCING (the “Agreement”) is made and entered into as of this ____ day of _____, 20__, (the “Effective Date”) by and between the City of Coeur d’Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, (the “City”) and _____, the record owner(s) (the “Property Owner”) of the real property described in Exhibit “A” (the “Property”).

RECITALS

WHEREAS, the City, on November 5, 2024, established the Commercial Property Assessed Capital Expenditure Program (the “Program”) through the adoption of Resolution No. 24-__ (“C-PACE Resolution”) to allow the financing of certain renewable energy, energy and water efficiency, and resiliency improvements (“Qualified Improvements”), through the levy of contractual assessments pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the “Act”) (as may be amended from time to time); and

WHEREAS, the City has designated the City Treasurer as the Program Administrator; and

WHEREAS, the purpose and method of approval of C-PACE financing under the Program are described in the Program Guidebook (the “Program Guidebook”), as the same may be amended from time to time prior to the Effective Date of this Agreement; and

WHEREAS, the City has consented to the participation in the Program by owners of eligible properties within the boundaries of the City; and

WHEREAS, the Property Owner’s Property is an eligible property within the boundaries of the City; and

WHEREAS, the Property Owner has submitted application materials (the “C-PACE Application”) including a description of the Qualified Improvements that will be acquired, constructed on and/or installed on the Property; and

WHEREAS, the City, through its Program Administrator, has reviewed the C-PACE Application of the Property Owner to assess compliance with the Act, the C-PACE Resolution, and Program Guidebook, and the City has determined that the project proposed by the Property Owner complies with such criteria and is approved for participation in the Program (the “Approved Project”); and

WHEREAS, the Approved Project is to be financed pursuant to a financing agreement (the “Financing Agreement”) between the Property Owner and _____ (the “Capital Provider”) pursuant to which the Property Owner agrees to repay such Capital Provider; and

WHEREAS, pursuant to the Act, the City and the Property Owner must enter into an agreement whereby the Property Owner voluntarily consents to have an assessment levied and a

lien placed on the Property in exchange for receiving and repaying C-PACE financing; and

WHEREAS, it is a condition to closing of the Financing Agreement that the Property Owner and the City enter into this Agreement; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have an assessment levied on the Property and to enter into this Agreement in order to finance the installation of the Qualified Improvements on the Property contemplated as part of the Approved Project, all on the terms set forth in this Agreement and the Financing Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner and the City enter into an Agreement as follows, with the intent to bind themselves and their respective successors and assigns.

Section 1. Purpose. The Property Owner and the City are entering into this Agreement for the purpose of subjecting the Property to a C-PACE assessment to finance or refinance the purchase, installation, or construction of the Qualified Improvements identified in Exhibit “B” on the Property.

Section 2. The Property. This Agreement relates to the real property identified in Exhibit “A.” The Property Owner has supplied to the City current evidence of his/her/their/its fee ownership or an estate for years created pursuant to a written lease agreement or similar agreement in the Property, and possesses all legal authority necessary to execute and deliver this Agreement.

Section 3. Assessment and Lien.

a. The Property Owner agrees that upon the execution and delivery of this Agreement by the parties, the Property Owner voluntarily and willingly consents to the placement of an assessment levied against the Property by the City pursuant to this Agreement and applicable law in the principal amount of \$ _____ (the “Assessment”), together with all interest, penalties, and fees as described in the Financing Agreement, Exhibit “C” attached hereto, and in the Assessment Schedule, Exhibit “D” attached hereto. Upon execution and delivery of this Agreement, the City will execute and cause to be recorded in the Kootenai County Recorder’s Office, together with a copy of this Agreement, pursuant to Idaho Code § 67-3808(3), the Notice of Assessment Interest and C-PACE Lien (“Notice of Assessment”), substantially in the form of Exhibit “E.” The recording of the Notice of Assessment will cause the Assessment to attach as a lien upon the Property for the benefit of the City and provide record notice to third parties of the existence of the lien.

b. The execution and delivery of this Agreement by the parties authorizes and effectuates the levy of the Assessment by the City against the Property without any further action required by the parties.

c. The Property Owner hereby promises to pay the Assessment over a period of ____ years on the due dates set forth in Exhibits “C” and “D” hereto. The Property Owner agrees

to pay the amount due in installments according to the Assessment schedule, each such installment to be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties.

d. The Assessment shall be secured by the lien until paid in full. Failure to pay any installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions set forth in the Financing Agreement. In addition, under those circumstances, the lien may be subject to foreclosure in the manner of a deed of trust as set forth in Title 45, Chapter 15, Idaho Code.

e. The Property Owner hereby certifies to the City that:

- (1) the Property Owner is the legal owner of the Property;
- (2) the Property Owner is current on mortgage and property tax payments related to the Property;
- (3) the Property Owner is not insolvent or in bankruptcy proceedings;
- (4) title of the Property is not in dispute;
- (5) the amount of the Assessment plus any other existing indebtedness on the property does not exceed ninety percent (90%) of the fair market value of the Property as completed or stabilized, as determined by a qualified appraiser in an appraisal report completed no more than twelve (12) months prior to the date on which the application was submitted; and
- (6) if the Project constitutes a retrofit of existing property, the amount of the Assessment does not exceed twenty-five percent (25%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted; and
- (7) if the Project constitutes new construction, the amount of the Assessment does not exceed thirty-five percent (35%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted.

Section 4. Collection of Assessment; Assignment of Rights; Private Foreclosure.

a. The Assessment installments shall be collected in the manner specified in the Program Guidebook.

b. The City hereby irrevocably assigns its right to receive all installments of the Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Assessment schedule or upon prepayment of the Assessment in whole or in part in, and any and all sums collected pursuant to foreclosure and enforcement, together with all payments of interest due and payable, including penalty interest if delinquent, to the Capital Provider, its successors or assigns. The parties hereby acknowledge and agree that in the event an Assessment installment is not received by the due date as indicated in the Assessment schedule, the Capital Provider may enforce the lien as provided in the Act, in the same manner as that of a deed of trust, pursuant to Title 45, Chapter 15, Idaho Code, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing at the time.

Section 5. Term; Agreement Runs with the Land.

a. Except as may otherwise be set forth in this Agreement, this Agreement shall terminate upon the final payment or prepayment of the Assessment. Following such termination, the City at the direction of the Credit Provider shall cause to be executed, delivered, and/or recorded such instruments as are necessary in order to release the lien. The lien placed pursuant to this Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

b. The balance of the lien that has not yet become due is not accelerated or eliminated by a tax sale based upon the lien or any lien for taxes imposed by the state, a local government, or junior taxing district against the Property, or any other foreclosure of an indebtedness on the Property.

c. While any portion of the Assessment remains unpaid, the Property shall not be subdivided without the Capital Provider's prior written consent. In the event the Property is subdivided while any portion of the Assessment remains unpaid, the Assessment will be assigned to each of the newly created parcels on the basis of relative valuation at the time of the subdivision, unless the Financing Agreement provides that the Assessment should be allocated in an alternate manner.

d. The Property Owner hereby acknowledges and agrees that this Agreement constitutes written notice that the Property Owner may be responsible for the payment of any remaining principal balance of the Assessment upon the refinance or sale of the Property unless the remaining principal balance is assumed by the acquiring property owner.

Section 6. Assignment of Assessment Billing, and Collection to Capital Provider. In accordance with Idaho Code § 67-3808(4):

a. The City shall, pursuant to an Assignment of Notice of Assessment Interest and lien and Assignment of Assessment Agreement ("Notice of Assignment"), delegate to the Capital Provider the sole responsibility for billing, collecting and enforcing the Assessment and the lien.

b. Delinquencies Private Foreclosure. After one (1) year from the date of any delinquency related to the Assessment, the Capital Provider shall enforce any delinquent Assessment installment as provided in the Act, in the same manner as a deed of trust, provided that any sale proceeds in excess of the amount of the overdue Assessment installment and related penalties and interest will be distributed by the Capital Provider in accordance with applicable law governing distribution of proceeds following the foreclosure of a deed of trust.

Section 7. Recordation of Documents. The City shall cause to be recorded, or will delegate to the Capital Provider to record, in the Kootenai County Recorder's Office the Notice of Assessment, which includes this Agreement as an attachment, the Notice of Assignment, and such other documents that are attached as Exhibits to this Agreement.

Section 8. Amendment.

a. This Agreement may be modified only by the written agreement of the City and the Property Owner, or any successor or assign of the parties.

b. The Property Owner agrees, from time to time, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.

Section 9. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the City, the Property Owner, and their respective successors and assigns; Provided, however, that the City may not assign its rights and obligations under this Agreement without the prior written consent of the Capital Provider. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner (other than repayment of the Assessment in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue a foreclosure with respect to the lien or the right to enforce the collection of the Assessment or any Assessment installment against the Property.

Section 10. No Liability of the City. Pursuant to the Act, so long as the City complies in good faith with the Act, the C-PACE Resolution, and its obligations under this Agreement, the City shall incur no liability as a result of any provision of this Agreement, nor shall any members of the governing body, employees, and officers of the City be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Agreement. This provision shall inure only to the City, its governing body, employees, and officers, and not to the benefit of the City's successors or assigns of this Agreement.

Section 11. Indemnification. The Property Owner agrees to defend, indemnify, and hold the City, its governing body, employees, agents, and contractors harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with this Agreement, the Approved Project, the Assessment, and the lien. The Property Owner's duty to indemnify the City shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the City, its governing body, employees, agents, or contractors. The

Property Owner agrees to defend, indemnify and hold the Capital Provider, its directors, officers, employees, agents, and representatives harmless hereunder in the same manner provided in the Financing Agreement.

Section 12. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the state of Idaho. Any legal action brought under this Agreement must be instituted in the District Court of the State of Idaho, in and for the County of Kootenai.

Section 13. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 14. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

IN WITNESS WHEREOF, the City of Coeur d'Alene and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE:

By: _____
Woody McEvers, Mayor

ATTEST:

Renata McLeod, City Clerk

PROPERTY OWNER:

By: _____
Its: _____

CITY'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

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 Idaho
Residing at _____
My Commission expires: _____

PROPERTY OWNER'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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 Idaho
Residing at _____
My Commission expires: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[To be inserted]

EXHIBIT B
LIST OF QUALIFIED IMPROVEMENTS

[To be inserted]

EXHIBIT C
FINANCING AGREEMENT

[to be inserted]

EXHIBIT D

ASSESSMENT SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	Total Payment Due
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

EXHIBIT E

NOTICE OF ASSESSMENT INTEREST and C-PACE LIEN

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF COEUR D'ALENE

(GRANTOR) _____

Notice is hereby given that the City of Coeur d'Alene, Idaho, at the request of the Property Owner named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Coeur d'Alene, Idaho
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBITS C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE

By: _____,
_____, Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

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 Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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 _____
Residing at _____
My Commission expires: _____

EXHIBIT A
ASSESSMENT AGREEMENT

[see attached]

NOTICE OF ASSESSMENT AND C-PACE LIEN FORM 3

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE

710 E. Mullan Ave.
Coeur d'Alene, ID 83814

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF COEUR D'ALENE, IDAHO

(GRANTOR) _____

Notice is hereby given that the City of Coeur d'Alene, Idaho, at the request of the Property Owner(s) named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Coeur d'Alene
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(S) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBIT C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE

By: _____,
_____, Mayor

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

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 Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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 _____
Residing at _____
My Commission expires: _____

EXHIBIT A
ASSESSMENT AGREEMENT

[see attached]

**ASSIGNMENT OF NOTICE OF
ASSESSMENT AND C-PACE LIEN
AND ASSIGNMENT OF
ASSESSMENT AGREEMENT
FORM 4**

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE, IDAHO

710 E. Mullan Ave.
Coeur d'Alene, ID 83814

**ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND
ASSIGNMENT OF ASSESSMENT AGREEMENT**

This ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT (the "Assignment") is dated the ____ day of _____, 20__ by **the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, (the "Assignor") to _____, a _____ corporation, (the "Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to, and interest under, that certain Notice of Assessment and C-PACE Lien, dated as of [____], 20__, by [____] ("Property Owner") and Assignor, recorded on [____], 20__ as Instrument No. [____] in the office of the Kootenai County Recorder, State of Idaho (the "Notice of Assessment Interest"), and the Assessment Agreement dated as of [____], 20__ (the "Assessment Agreement"), among Property Owner, Assignee and Assignor and attached to such Notice of Assessment Interest, together with the obligations secured by the C-PACE Lien (as such term is as defined in the Assessment Agreement) and all other instruments, documents and certificates executed in connection therewith. Assignee hereby accepts all of Assignor's rights in, title to, and interest under the Assessment Agreement, the Notice of Assessment Interest and the C-PACE Lien, together with the obligations secured by the C-PACE Lien and all other instruments, documents and certificates executed in connection therewith.

Consistent with Idaho Code § 67-3808(4), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for the billing and collection of the Assessment and for enforcing the obligation of Property Owner to pay the Assessment described in the Assessment Agreement, including pursuing a foreclosure of the C-PACE Lien in accordance with Chapter 15 of Title 45, Idaho Code. Assignor shall have no obligation to pursue such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required in order to allow Assignee to prosecute or effectuate the foreclosure under Chapter 15 of Title 45, Idaho Code, or to ratify or confirm any action of Assignee taken in furtherance of the foregoing. The Assignee may assign any or all of its rights under the Assessment Agreement without the consent of Assignor or the Property Owner, provided that the Assignee provides notice of the assignment to the Assignor and the Property Owner.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

CITY OF COEUR D'ALENE

By: _____

Name: _____

Title: Mayor

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

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 Idaho

Residing at _____

My Commission expires: _____

[CAPITAL PROVIDER]

By: _____

Name: _____

Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

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 _____

Residing at _____

My Commission expires: _____

**CERTIFICATE OF C-PACE
IMPROVEMENTS COMPLETION
FORM 5**



CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION

Property Owner:

Property Address: _____

C-PACE application approval date:

C-PACE financing closing date: _____

I am an authorized representative of the Property Owner listed above and hereby certify that the Project under the above-approved C-PACE Application, attached as Exhibit "A" hereto, has been properly completed and all improvements are operating as intended.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

EXHIBIT A
C-PACE APPLICATION

[See attached]

MORTGAGE HOLDER CONSENT FORM 6

MORTGAGE HOLDER CONSENT

Date: _____

Mortgage Holder:

BANK NAME: _____

BANK ADDRESS: _____

BANK CITY, STATE, ZIP: _____

PHONE NUMBER: _____

Loan Number(s): _____

Property Owner and Mailing Address:

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER CITY, STATE, ZIP: _____

Property (as more particularly described in the attached Exhibit A):

PROPERTY ADDRESS: _____

PROPERTY CITY, STATE, ZIP: _____

Recording Information: [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent (“Consent”) by the undersigned entity (the “Mortgage Holder”) with respect to the above-referenced loan(s) (the “Loan”) secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to \$[_____] through the levy of a contractual assessment (the “Assessment”) pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the “Act”) in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed capital expenditure (“C-PACE”) program (“Program”) authorized by the City of Coeur d’Alene in which the Property is located pursuant to the Act. Pursuant to the Program, the Property Owner agrees to the levying of the Assessment against the Property that will be collected in installments. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Assessment shall be limited to the collection of the amount then currently due with respect to the Assessment, including past-due interest, past-due fees, and costs of collection as permitted under the Act, state tax code, and contracts with local government governing the Program.

By signing below, Mortgage Holder hereby: (i) acknowledges and consents to the Assessment in the amount set forth above; (ii) agrees that the Assessment will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iii) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

EXHIBIT A
LEGAL DESCRIPTION

**C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits
FORM 7**



**C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits**

I, the undersigned, have reviewed the Project and hereby certify the following information with respect to the proposed Qualified Improvements described in the project proposal (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model):

Please describe: _____

_____ (Use additional sheets if necessary.)

I CERTIFY THAT THE PROPOSED QUALIFIED IMPROVEMENTS PROVIDE THE FOLLOWING BENEFITS TO THE PUBLIC FOR THE FOLLOWING REASONS *(please check all that apply; use additional sheets if necessary):*

_____ Energy or water resource conservation

Please

describe: _____

_____ Reduced public health costs or risk

Please

describe: _____

_____ Reduced public emergency response cost or risk

Please

describe: _____

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

CERTIFICATE OF QUALIFIED IMPROVEMENTS FORM 8



CERTIFICATE OF QUALIFIED IMPROVEMENTS

Energy, Water, Renewable Energy, Resilience

I, the undersigned, hereby certify the following facts with respect to the proposed Qualified Improvements described in the project proposal:

1. I am either a licensed Professional Engineer or an authorized representative of a licensed engineering firm, whose registration number and stamp are shown below.
2. If applicable: I am accredited by or belong to a firm with an accreditation from (*please denote with an "X" or checkmark, and attach verification of professional accreditation*):

- ☐ Building Energy Assessment Professional (BEAP)
- ☐ Building Energy Modeling Professional (BEMP)
- ☐ Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE)
- ☐ Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE])
- ☐ Certified Energy Manager (CEM) (offered by AEE)
- ☐ Certified FORTIFIED Commercial™ Evaluator (offered by IBHS)
- ☐ Certified GeoExchange Designer (CGD)
- ☐ Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE)
- ☐ Certified Measurement and Verification Professional (CMVP) (offered by AEE and EfficiencyValuation Organization)
- ☐ Investor Confidence Project (ICP) Quality Assurance Assessor
- ☐ Investor Confidence Project (ICP) Project Developer
- ☐ LEED Accredited Professional
- ☐ Licensed Architect
- ☐ Water Quality Association Professional Certification
- ☐ North American Board of Certified Energy Practitioners (NABCEP)
(*for solar PV only, a design specialist certification is acceptable*)

3. The application is for:
 - ☐ an existing building
 - ☐ new construction

4. Please describe your relationship to the project:
____ I am employed by the project applicant in my professional capacity
____ I am a contracted independent third-party reviewer
5. I reviewed the following information regarding the project (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model)
Please describe: _____
6. The project proposal includes “Qualified Improvements”, as defined in Section 67-3803(11) of the Commercial Property Assessed Capital Expenditure Act, Chapter 38 of Title 67, Idaho Code and the Program Guidebook, and the estimated useful life of each Qualified Improvement (*please attach*).
7. The Qualified Improvements will be permanently affixed to the property.

FOR AN EXISTING BUILDING

I CERTIFY (*please check all that apply*):

- ____ I am the author of the energy analysis (*please attach*). The proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water or the addition of renewable sources of energy or water.
- ____ The Qualified Improvements will result in (a) improved water or wastewater resilience, which may include, without limitation, flood mitigation, stormwater management and storm retrofits, or (b) increased wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact.
- If other, please specify:* _____

FOR NEW CONSTRUCTION

I CERTIFY:

- ____ The proposed Qualified Improvements will enable the subject property’s project to exceed the energy efficiency, water efficiency, renewable energy or renewable water requirements of the jurisdiction’s current building code, or meet or exceed the resilience standards of the jurisdiction’s current building code or, if none is available, a nationally available and recognized resiliency standard.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

IF APPLICABLE

License No. _____

Stamp: _____

ATTACHMENTS

(please denote using an "X" or checkmark, and attach to this Certificate of Compliance)

___ verification of accreditation *(if applicable)*:

___ project proposal with list of estimated useful life of Qualified Improvements

___ energy analysis *(if applicable)*

___ other *(please specify)*:

___ other *(please specify)*:

C-PACE

A New Financial Program for
Commercial Developments in
Idaho



C-PACE

- HB 378 (2023) - Commercial property-assessed clean energy (CPACE) is a financing structure in which commercial building owners borrow money for certain energy and water related projects and make repayments via an assessment on their property tax bill.
- HB 627 (2024) - Commercial Property Assessed Capital Expenditure Act (CPACE) is a financing structure in which commercial building owners borrow money for certain energy and water related projects and make repayments via an assessment on their property tax bill.

C-PACE

- The Commercial Property Assessed Capital Expenditure Act
 - Chapter 38, Title 67, Idaho Code
 - Effective July 1, 2024

C-PACE Background:

- At least 37 states and the District of Columbia have authorizing statutes.
- City of CDA was the first local government in Idaho to have a C-PACE program.
- 2,900+ Commercial Projects
- \$4000,000,000+ in C-PACE Financing

In Essence, C-PACE is:

- A loan:
 - For qualified energy efficiency or renewable energy improvements,
 - For certain projects on commercial properties
 - Secured by a lien on the property,
 - Repaid over time,
 - By means of a voluntary tax assessment.

In Essence, C-PACE is:

- Loan may include:
 - Permit fees;
 - Inspection fees;
 - Lender fees;
 - Program application and administrative fees;
 - Project development and engineering fees;
 - Interest reserves;
 - Capitalized interest; and
 - Other incidental or ancillary fees or costs.

In Essence, C-PACE is:

- Long-term financing:
 - To make energy-related upgrades in existing buildings.
 - To support new construction costs related to energy conservation.
 - To make renewal energy accessible and cost-effective.
- Improvements cause the property value to increase.
- The developer or property owner will pay more in property taxes.
- City may assess a 1% administrative fee.

In Essence, C-PACE is:

- I.C. sec 67-3808(l)(a):
 - Energy or water resource conservation;
 - Reduced public health costs or risk; or
 - Reduced public emergency response cost or risk.
- I.C. sec 67-3808(l)(b) and (c):
 - Decrease energy consumption or demand;
 - Support the production of renewable energy;
 - Decrease water consumption or increase conservation;
 - Allow for the reduction or elimination of lead from water; or
 - Increase water or wastewater resilience.

C-PACE Process:

- Idaho Code 67-3806 establishes a three-step process for a city or county to create a C-PACE program.
- Step One – Resolution of Intent.
- Step Two – Public Hearing.
- Step Three – Resolution establishing the program.

C-PACE Step One – Resolution of Intent:

- A finding that there is a valid public purpose;
- A statement that the local government intends to authorize C-PACE financing;
- A statement that the local government intends to authorize special assessments;
- A description of the types of projects that may qualify for voluntary special assessments;
- A description of the boundaries of the region;

C-PACE Step One – Resolution of Intent:

- A description of the proposed arrangement for administration of the program;
- The time and place for a public hearing on the proposed program; and
- A statement designating the local official, department, or employee charged with administering the program and executing written agreements with property owners to impose voluntary assessments on a property.

C-PACE Considerations – Lots of Form:

- A description of the proposed arrangement for administration of the program;
- The time and place for a public hearing on the proposed program; and
- A statement designating the local official, department, or employee charged with administering the program and executing written agreements with property owners to impose voluntary assessments on a property.

C-PACE Considerations – Lots of Form:

- A program application;
- The assessment agreement;
- A notice of assessment and C-PACE lien;
- An assignment of the notice of assessment and C-PACE lien; and assignment of assessment agreement;
- A certificate of C-PACE improvement completion;
- The mortgage holder consent;
- The program certificate of compliance; and
- A certificate of qualified improvements.

C-PACE Considerations

- “The local government, its officers, and employees are not liable at law or equity for actions taken pursuant to this section, except in the cases of gross negligence, recklessness, or willful misconduct.”
- Idaho Code 67-3808(5)

C-PACE Properties

- Commercial, industrial and agricultural property.
- Multifamily residential property.
- Condominium property.
- Nonprofit, charitable, and religious property.
- Potential Projects:
 - Improvements to properties:
 - Buck Knives building is in need a new roof.
 - New project considerations:
 - Condo project.
 - New Company looking to locate NE Highway 41.



COEUR D'ALENE AREA
ECONOMIC DEVELOPMENT CORPORATION
3731 N. Ramsey Rd., Suite 110B ~ Coeur d'Alene, ID 83815 ~

April 2, 2025

The Honorable Ron Jacobson, Mayor City of Post Falls
City Council Member Joe Malloy
City Council Member Samantha Steigleder
City Council Member Aaron Plew
City Council Member Nathan Ziegler
City Council Member Randy Westlund
City Council Member Ryan Davis

Dear Mayor Jacobson and Members of the City Council,

On behalf of Coeur d'Alene Area Economic Development Corporation/Jobs Plus, Inc., I am writing to express our support for the implementation of a Commercial Property Assessed Capital Expenditure (C-PACE) program in Post Falls. We believe C-PACE is an invaluable economic development tool that will advance our community's sustainability goals, boost local job creation, and support local business growth—all while requiring minimal administrative effort on the part of city staff.

C-PACE is a proven mechanism for enabling commercial property owners to finance energy-efficient improvements, renewable energy projects, and resiliency upgrades with long-term, fixed-rate financing. We are particularly excited by the potential for the city of Post Falls to adopt this forward-thinking program, which could serve as a model for cities statewide.

Several key benefits underscore the significance of this program:

- **Economic Development Catalyst:** By enabling financing for both new construction and upgrades to existing buildings, C-PACE can support major commercial and certain residential projects. In Coeur d'Alene, we worked with a commercial developer that proceeded with a hotel project with the city's approval of this program. We're also aware of other developers in our county that are interested in this program for future development, including potential applications for commercial multiunit properties such as apartments, where energy efficiency, sustainability, and resiliency improvements can enhance the long-term viability and overall quality of those properties.

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Scott Marikis & Brett Dickey
Empire Airlines
Alivia Metts
ignitecda
Eve Knudtsen
Knudtsen Chevrolet
Pam Houser
Jobs+ Action Committee
Wally Jacobson
Panhandle Area Council
Gynii A. Gilliam
President & CEO

- **No Financial Burden on the City:** C-PACE is structured so that all program costs are covered through fees collected from participating property owners. City staff involvement is minimal, largely confined to initial program setup and subsequent approvals. This means Post Falls can offer this valuable service without impacting taxpayer funds or requiring extensive city resources.
- **Energy Efficiency and Job Creation:** C-PACE incentivizes water and energy-efficient construction and upgrades, which contributes to reducing the city's impact on the aquifer and power resources. Additionally, as businesses and developers take advantage of the program, we anticipate increased demand for local contractors, suppliers, and service providers, furthering job creation and economic growth.
- **Increased Commercial Tax Base:** C-PACE incentivizes higher value commercial construction which will ultimately increase the assessed value of the city's commercial tax base. As commercial development continues, this program would amplify the effect of shifting additional property tax from single family residential to commercial properties.

We encourage you to consider the broader potential of C-PACE to foster growth across diverse sectors in Post Falls. By adopting this program, the city will be equipped to support a wide range of projects, from small-scale improvements to significant developments that contribute to the vitality of our community.

We thank you for your consideration and urge you to vote in favor of this impactful program. Please feel free to reach out if you have any questions or would like additional information on how C-PACE has benefited other cities.

Sincerely,

A handwritten signature in black ink, appearing to read "Gynii A Gilliam". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gynii A Gilliam, President & CEO
Coeur d'Alene Area Economic Development Corporation/Jobs Plus, Inc.
Email: gynii@cdaedc.org; Website: www.cdaedc.org
Phone: (208) 667-4753; Cell: (208) 756-7889

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/6/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Seale, Community Development Director

SUBJECT: Impact Fee Study Phase One Report

ITEM AND RECOMMENDED ACTION:

City staff along with Welch Comer Engineers will brief Mayor and Council on the findings from the Impact Fee Study Phase One. Phase One includes clarifying methodology options and administrative procedures through a series of topical issue papers. Staff requests Mayor and Council to authorize staff to work with consultants to develop scope and contract for Phase II of the Impact Fee Reports and return to council with contract.

DISCUSSION:

The consultant team (Welch Comer, FCS Group, Iteris) has been working with City staff primarily on growth, parks, police, and transportation since May of 2024. The purpose of this presentation is to present the findings of the Impact Fee Report Phase One and layout next steps.

During the report development process, City staff provided the consultant team with data and resources such as planning documents, building and facility inventories, capital improvement plans and level of service updates, among others.

The City's transportation plan update is currently underway and will be used to inform Phase Two as well. Additionally, work associated with the travel demand model, growth, and employment projections were updated for this document.

Phase Two, which is not under contract at this time, will include selection of locally-preferred methodology, updated fee calculations, and final preparation of the impact fee report.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Previous presentations to Council and Commissions:

February 21, 2023, City Council approved impact fee update and directed staff to issue RFP and have in-depth study of methodologies and districting completed.

April 2, 2024, City Council Approves Phase One Contract

September 11, 2024: Planning and Zoning Commission Status Update

October 15, 2024, City Council Status Update

January 20, 2025, Planning and Zoning Commission Status Update

February 25, 2025, Parks and Recreation Commission Status Update

APPROVED OR DIRECTION GIVEN:

February 21, 2023, City Council approved impact fee update and directed staff to issue RFP and have in-depth study of methodologies and districting completed.

April 2, 2024, entered into a contract with Welch Comer to begin Phase One of the impact fee update.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Phase I: Contracted at \$115,890

Phase II: Anticipated costs of approx. \$35,000-\$50,000.

BUDGET CODE:

035-420.0000.80300 Public Safety Impact Fee Study

037-431.0000.80300 Streets Impact Fee Study

038-443.0000.80300 Parks Impact Fee Study

ATTACHMENTS:

1. City Council Meeting Memo
2. City Council PowerPoint Presentation
3. City Council Presentation Handouts
4. Post Falls Impact Fee Growth Assumptions 4.25.25
5. Post Falls Impact Fee Issue Paper Memo 4.28.25

Memorandum

TO: MAYOR AND CITY COUNCIL
FROM: MELISSA CLEVELAND P.E., PROJECT MANAGER
PRJ. #: 41354.18
SUBJECT: DEVELOPMENT IMPACT FEE STUDY UPDATE
DATE: APRIL 25, 2025
CC: BOB SEALE, COMMUNITY DEVELOPMENT DIRECTOR

Introduction: The City currently has development impact fees for parks, public safety, streets, and multimodal and is updating their study. Phase 1 includes clarifying methodology options and administrative procedures through issue papers. Phase 2, which is not under contract at this time, will include selection of locally-preferred methodology, updated fee calculations, and preparation of the impact fee study.

Consultant Team: The consultant team consists of Welch Comer Engineers (overall project management), FCS Group (financial consultant and impact fee preparer), and Iteris (transportation modeler).

Schedule: The consultant team has been working with City staff primarily on growth, parks, police, and transportation since mid-May 2024. The City's Planning and Zoning Commission acted as the "development impact fee committee" and will continue through Phase 2. The consultant team met three times with P&Z (September, November, and January) and presented to the Parks and Rec committee one time (February).

Work to Date: The City has provided the Consultant team with data and resources such as planning documents, building and facility inventories, etc. The City's transportation plan update is currently underway, as well, and there has been some iterative work associated with the travel demand model, growth, and employment projections, which we believe are now resolved.

Growth: Growth in system demand is the denominator in the impact fee calculation. A growth assumptions paper is attached to this memo. The consultant team will provide an overview during the meeting.

Issue Paper: An issues and alternatives paper is attached to this memo. The consultant team will provide an overview during the meeting.

Next Steps: Prepare a scope and fee for Phase 2 and bring that forward to Council for approval.

Development Impact Fee Study Update

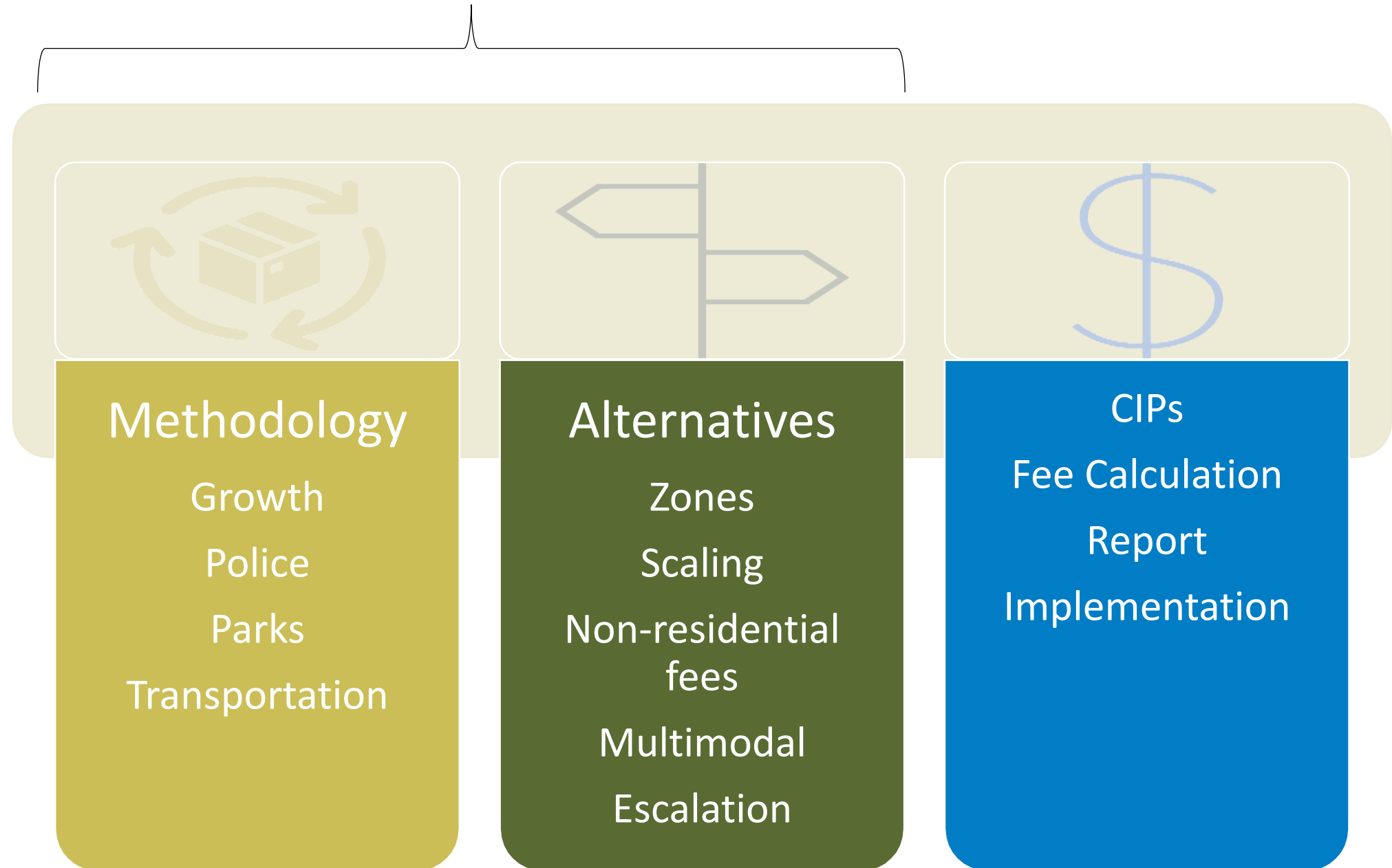


City Council

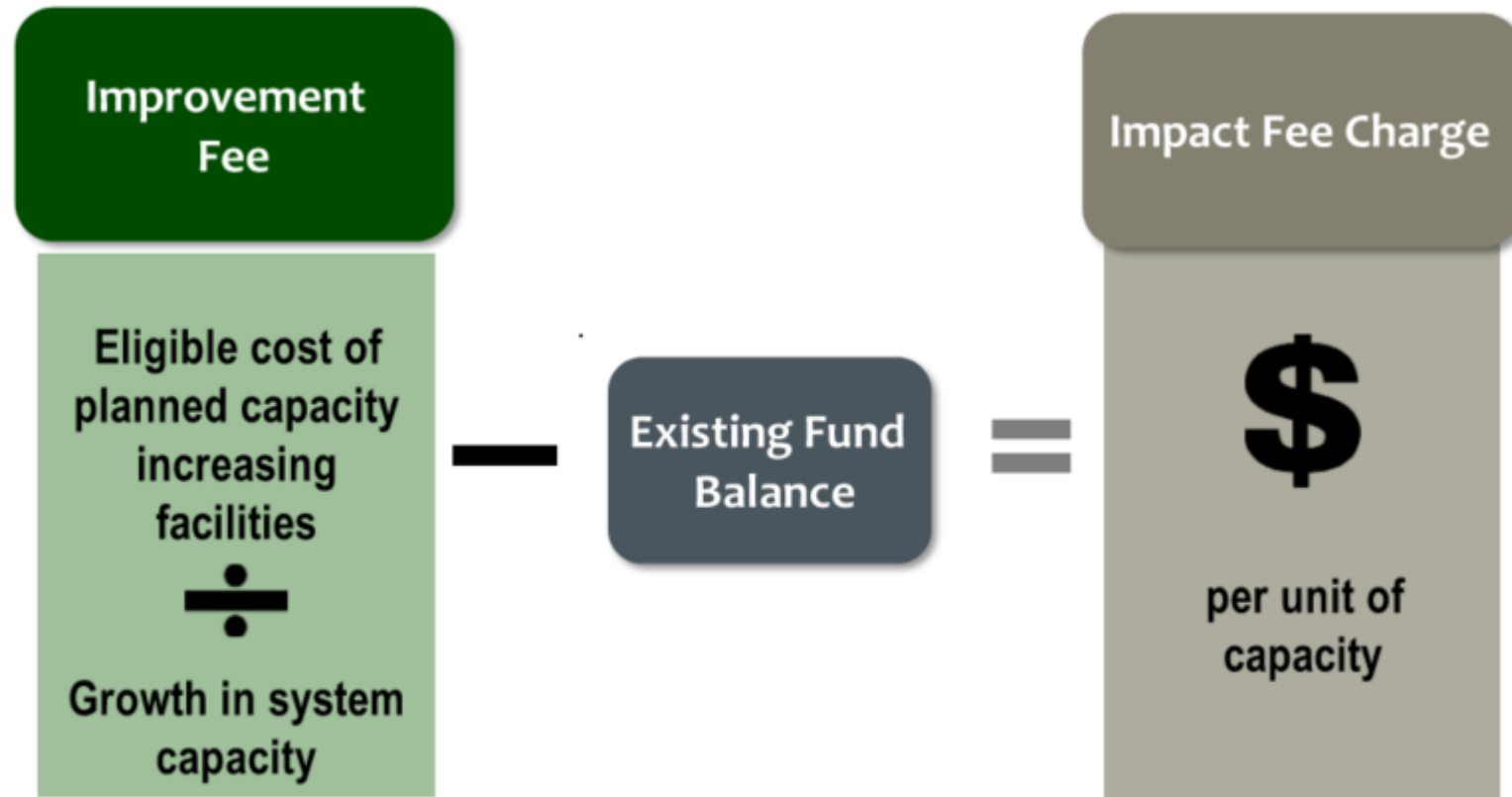
5/6/2025

Phase 1

Phase 2



General Impact Fee Equation



Considerations

Consider Parks Fee
for Non-Res Uses

Wrap multimodal
fee into
transportation (or
parks)

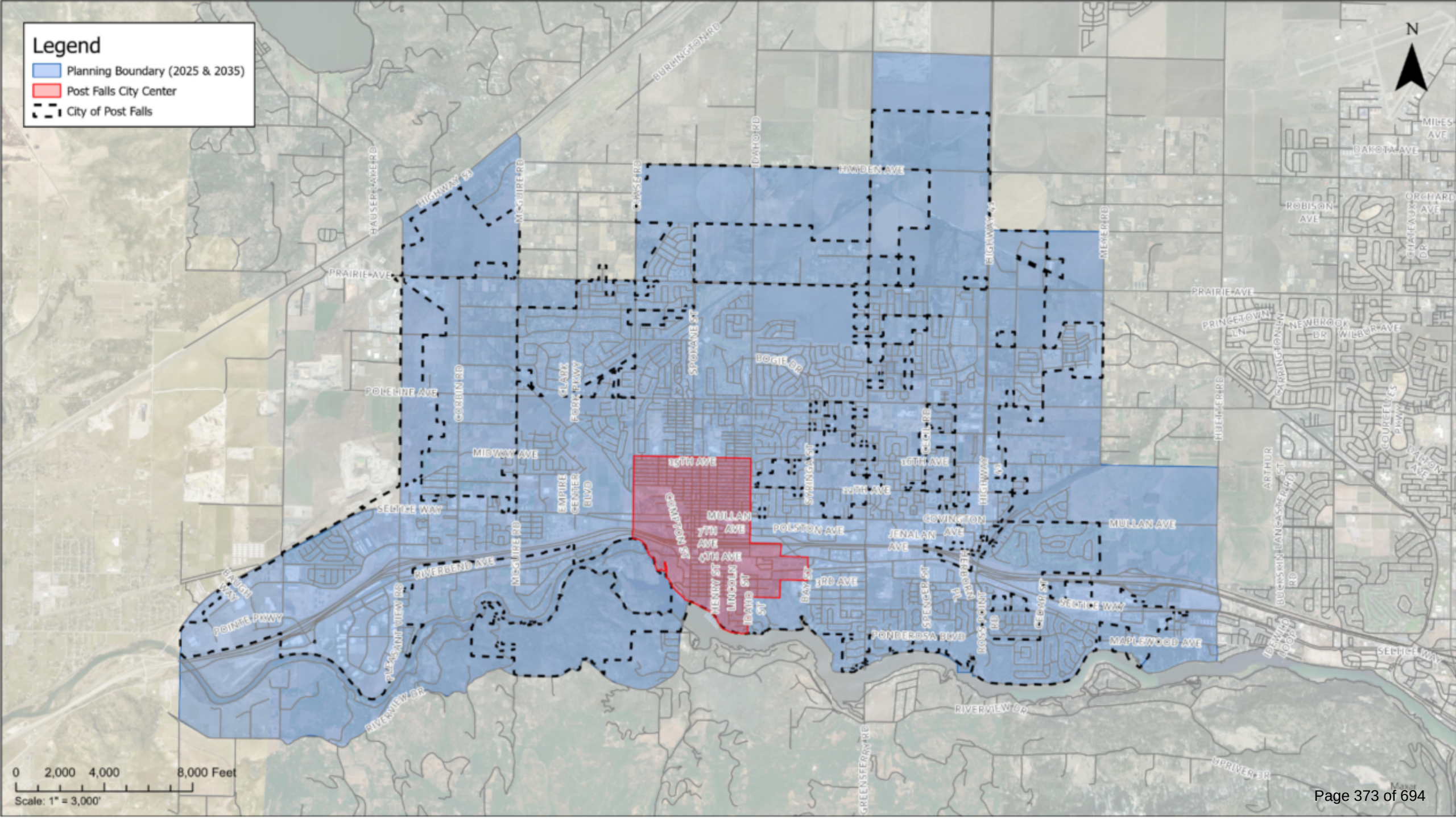
	Parks	Public Safety	Streets	Multimodal
Residential (per housing unit)				
Single-Family	\$ 6,444.00	\$ 1,260.00	\$ 3,174.00	\$ 1,387.00
Multi-Family	\$ 4,797.00	\$ 937.00	\$ 1,795.00	\$ 1,032.00
Non-Residential (per sq. foot)				
Commercial/Shopping Center	N/A	\$ 1.24	\$ 6.34	\$ 1.36
Office	N/A	\$ 0.49	\$ 2.48	\$ 0.53
Light Industrial	N/A	\$ 0.25	\$ 1.26	\$ 0.28
Manufacturing	N/A	\$ 0.20	\$ 1.00	\$ 0.22
Warehousing	N/A	\$ 0.09	\$ 0.45	\$ 0.10
Mini-Warehouse	N/A	\$ 0.08	\$ 0.39	\$ 0.09
Elementary School	N/A	\$ 0.64	\$ 3.28	\$ 0.70
Middle School/Junior High	N/A	\$ 0.66	\$ 3.39	\$ 0.74
High School	N/A	\$ 0.47	\$ 2.36	\$ 0.52
Day Care	N/A	\$ 1.57	\$ 8.00	\$ 1.71
Church	N/A	\$ 0.35	\$ 1.77	\$ 0.39
Assited Living	N/A	\$ 0.21	\$ 1.06	\$ 0.23
Nursing Home	N/A	\$ 0.33	\$ 1.69	\$ 0.36
Recreational Community Center	N/A	\$ 1.44	\$ 7.34	\$ 1.58
Hotel (per room)	N/A	\$ 416.12	\$ 2,128.11	\$ 455.63
Hotel (per sq. foot)	N/A	N/A	N/A	N/A

Scale by size

Are these the right
land uses

Legend

- Planning Boundary (2025 & 2035)
- Post Falls City Center
- City of Post Falls



Population & Job Growth Forecast: 2020-2035

Post Falls Growth Forecasts: 2020-2035

Post Falls Total	2025	2025	2035	2035	Post Falls City		
	Post Falls		Post Falls		AAGR:	Change:	Growth
	Post Falls City	Planning Area	Post Falls City	Planning Area	2025-2035	2025-2035	
Population	48,961	54,680	71,513	79,045	3.86%	22,552	31.5%
Dwelling Units	18,638	19,969	27,223	30,090	3.86%	8,585	31.5%
Employees	12,638	14,114	17,383	19,414	3.24%	4,746	27.3%

Core Area Only	2025	2035	Post Falls City		
	Post Falls		AAGR:	Change:	Growth
	Post Falls City	Post Falls City	2025-2035	2025-2035	
Population	5,273	7,267	3.26%	1,994	27.4%
Dwelling Units	2,005	2,763	3.26%	758	27.4%
Employees	1,835	2,076	1.24%	241	11.6%

Existing Methodology

	Parks	Public Safety	Streets	Multimodal Paths
Current Calculation Method	Incremental expansion approach based on park land, amenities, and indoor recreation space	Incremental expansion approach based on police facilities and communication infrastructure	Plan-based system capacity improvements	Incremental expansion approach based on linear feet of trails
Unit of Growth (10 year forecast)	Projected population	Projected population and vehicle trips	Projected vehicle trips	Projected population and vehicle trips

Source: 2021 Capital Improvement Plan and Development Impact Fee Report, Tischler Base.



Parks

Parks Level of Service

Two types of eligible parks:

1. New park facilities & improvements
 - Serve new growth
2. Expansion of Existing Parks
 - Serve a mix of new growth and existing users

Current LOS is under on Level One and over on Level Two parks. (This may get adjusted slightly with new acreage from City Staff).



Prelim. Post Falls Parks Level of Service & Future Needs (acres)

Park Facility Classification	Total Acres	Policy LOS*	2025 Current
			LOS*
Level 1 Parks	255.4	6.0	5.2
Level 2 Parks	677.6	10.0	13.8
All Parks	933.0	16.0	19.1

Source: Appendix A.

* Level of Service (LOS) = park acres per 1,000 residents.

Future Parks Needs based on LOS:

Preliminary

Need for Future Acres takes into account existing LOS and Policy LOS.



Future Park Land Needs based on LOS	Net New Population	Additional Parks acres @ Policy LOS	Additional Parks Acres @ Current LOS	Impact Fee Eligible Parks Acres
Proj. Change in Pop: 2025 to 2035	22,552			
Additional Level 1 Parks (acres)		135	118	118
Additional Level 2 Parks (acres)		226	312	226
Combined Parks (acres)		361	430	343

Source: City and KMPO (population estimates & forecasts) and City of Post Falls (acres)

LOS = park acres per 1,000 residents.	2025 City pop estimate:	48,961
	2035 City pop forecast:	71,513
	Projected Change in Population:	22,552

Employment Inflow/Outflow

Worker Inflow/Outflow Analysis	People Living Inside City	People Living Outside City	Total
People Working Inside City	3,531	10,026	13,557
Residents Working Outside City	13,458		
Not Working	23,013		
Total	40,002	10,026	

Source: US Census Bureau: OnTheMap Application, Census Table P1, 2021.

Park Availability Per Person

Hours per Week of Park Availability Per Person, Res. & Non-Res. Demand*	Hours per week	Hours Per Week
	Residential Demand	Non-Residential demand*
Working Inside City (4 hrs per weekday & 12 hrs per weekend day)	44	28
Working Outside City (2 hrs per weekday & 12 hrs per weekend day)	34	-
Not Working (12 hrs per day x 7 days per week)	84	-

** Non-res parks availability assumes 4 hours per weekday x 7 days per week).*

Park Demand per DU & Job

Total Hours per Week of Park Availability	Residential hours	Non-residential hours	Total Hours
Working Inside City	155,364	280,728	436,092
Working Outside City	457,572		457,572
Not Working	1,933,092		1,933,092
Total	2,546,028	280,728	2,826,756
a) Park Hours per resident	64		
b) Park Hours per non-resident employee		21	
c) Equivalent Non Res. Unit of Demand per resident (b / a)			0.325
d) Non-Res Employees Per Pop.			0.251
e) Average persons per Dwelling Unit			2.749
f) Non-Res parks demand (jobs per DU) (=1/c x e)	8.448 jobs = 1 Dwelling (parks demand)		
g) Non-Res parks demand per capita (=f/e)	3.074 jobs = 1 local resident		

Source: US Census Bureau 2021 : OnTheMap Application, Census Table P1; and stated assumptions.

Park Demand from Visitation

Post Falls Overnight Visitation Estimates	2025	2035	AAGR	Change
Total RV and Lodging Units ¹	929	1,379		
Average Annual Occupancy ²	63.0%	63.0%		
Average People Per Unit ³	3.40	3.40		
Avg. Daily Park Users per Unit (Occupancy × People Per Unit)	2.14	2.14		
Average Number of Overnight Visitors Per Day	1,990	2,954	4.22%	964
Growth Share				33%

¹ City of Post Falls RV and lodging overnight facility estimates, see Appendix.

² Source : STR.com, January 2024, National Average.

³ Source: Longwoods International, Idaho 2021 Visitor Report.

Parks Issues and Alternatives

Issue for Discussion	Current Policy	Status Quo Alt. 1	Other Alt(Alt 2)	Considerations	DRAFT Consultant Recommendation
Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program	Incremental expansion approach based on park land, amenities, and indoor recreation space	Maintain Current Policy with updated unit cost estimates	Plan-based system CIP cost of capacity improvements	A CIP approach (Alt. 2) would likely yield most accurate cost basis	<i>Alt. 2 if based on Post Falls 2020 Parks & Rec. Master Plan</i>
Parks Project Classifications	City has two parks classifications: Level 1 Parks and Level 2 Parks (see Appendix A)	Maintain Current Policy with two parks classifications	Amend current policy with one overall parks classification	Current approach (Alt. 1) would likely provide better way to monitor and deliver parks facilities in equitable manner	<i>Alt. 1</i>
Level of Service Assumptions	City's current LOS policy is 6 acres per 1,000 residents) for Level 1 parks and 10 acres per 1,000 for Level 2 parks	Maintain Current LOS Policy with two parks classifications	Amend current LOS policy with one overall parks classification	Current approach (Alt. 1) may produce less impact fee revenue than Alt. 2 since existing LOS for Level 1 parks is less than policy LOS	<i>Impact Fee methods should evaluate both Alts.</i>
Single vs. Two-Zone Service Area	City currently has one overall impact fee service area for Parks	Maintain current policy with one service area	Provide two service areas	Alt. 2 has strongest nexus between new development and parks facility needs, but creates extra admin costs	<i>Impact Fee methods should evaluate both Alts. If CIP approach is used</i>

May be a hybrid – CIP where known, LOS where unknown

Parks Issues and Alternatives

Issue for Discussion	Current Policy	Status Quo (Alt. 1)	Other Alts. (Alt. 2)	Considerations	DRAFT Consultant Recommendation
Impact Fee Cost Allocation	Fees based on prior estimated pop per dwelling unit: SF (2.62) and Multifamily/Other (1.95)	Update Current Methodology: SF (2.92) and Multifamily (2.29). See Appendix B	Utilize current avg persons per DU by Housing Type and apply it to Avg. Sq.Ft. of units: SF (2,615) and MF (1,175). See Appx. C	Alt. 2 has strongest nexus between new development and parks facility needs	<i>Alt. 2 with single family fees charged per sq.ft. and multifamily fees charged per living unit</i>
Residential and Non-Residential Customer Charges	City currently only assesses parks impact fees on new residential development	Maintain current policy	Amend methodology to include non-res uses (e.g., lodging/RV sites and commercial)	Alt. 2 would lower res impact fees compared with Alt.1 but increase non-res impact fees	<i>Alt 2 with charges to Residential and Lodging/RV developments (not commercial or industrial)</i>
Impact Fee Credit Procedures	Standard Credit Policies apply	Maintain current policy	City could remove neighborhood parks from CIP list and make them conditional (not creditable)	Alt. 2 would lower res impact fees compared with Alt.1 but no assurance certain parks would be built	Alt. 1
Exemptions	Non-Residential Exemptions	Maintain current policy	Exempt: commercial/industrial; ADUs & minor additions (e.g., under 500 Sq.Ft.); non-HVAC floor area; common areas.	Alt. 2 would lower res impact fees compared with Alt.1	Alt. 2



Current Parks Fees if Scaled by Home Size

		\$ 6,444.00 fee per SF unit			
Post Falls Parks Impact Fees Scaled		\$ 4,797.00 fee per MF unit			
Development Category	Customer Units (avg.)	Scaled Parks Impact Fee	Current Fee	Change	Unit
Dwelling Unit*	2.75				
Small ADU (850 SF)	0.72	\$1,602	none	\$1,602	dwelling
Cottage (1,250 SF)	1.39	\$3,080	\$6,444	(\$3,364)	dwelling
Standard Home (2,615 SF)	2.92	\$6,444	\$6,444	\$0	dwelling
Estate (3,500+ SF)	3.1	\$6,743	\$6,444	\$299	dwelling
Multifamily Unit		\$4,797	\$4,797	\$0	dwelling

* Source: US Census Bureau ACS 5-Year Estimates 2022

SF includes heated floor area of living units only, excludes common areas.

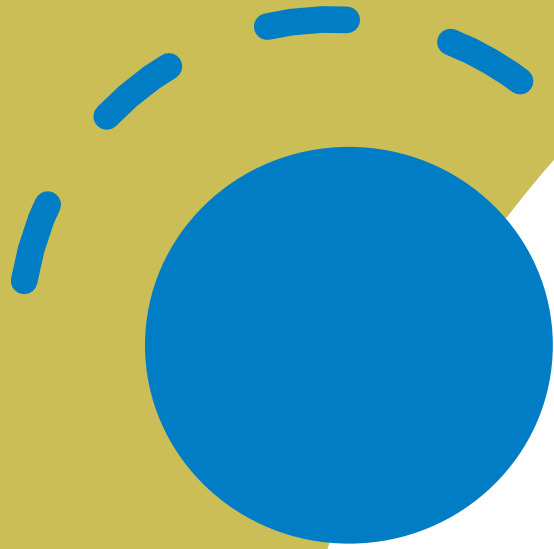
Current Parks Fees if Non-Res and Lodging Included

Development Category	Customer Units (avg.)	Scaled Parks Impact Fee	Current Fee	Change	Unit
Dwelling Unit*	2.75				
Small ADU (850 SF)	0.72	\$1,514	none	\$1,514	dwelling
Cottage (1,250 SF)	1.39	\$2,911	\$6,444	(\$3,533)	dwelling
Standard Home (2,615 SF)	2.92	\$6,089	\$6,444	(\$355)	dwelling
Estate (3,500+ SF)	3.1	\$6,372	\$6,444	(\$72)	dwelling
Multifamily Unit		\$4,533	\$4,797	(\$264)	dwelling
Overnight Accommodations (Room or RV space)	2.1	\$4,993	none	\$4,993	room/RV
Non-Residential (per employee)	0.251	\$584.29	none		employee
Non-Residential (SF)**	752	\$0.78	none	\$0.78	per SF

* Source: US Census Bureau ACS 5-Year Estimates 2022

** Square Feet (SF) per job based on estimated non res SF and 2025 jobs in City of Post Falls.

SF includes heated floor area of living units only, excludes common areas.



Police

Incident Responses



Results in approx.
90% Residential
10% Commercial

0 2,000 4,000 8,000 Feet

Scale: 1" = 3,000'

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Public Safety Demand Assumptions

Post Falls Public Safety Proportional Share Factors

			Demand (Hours/Day)	Person Hours	Propor- tionate Share
Residential					
	City Population, 2025 est.	48,961			
	Residents, Not Working	57.6%	28,222	24	677,329
	Employed Residents, Working in City	8.8%	4,310	14	60,346
	Employed Residents, Working Outside City	33.6%	16,429	14	230,000
	Subtotal	100.0%	48,961		967,674
					87.6%
Non-Residential					
	Jobs in Post Falls, 2025 est.	12,638			
	Employed Residents, Working in City		4,310	10	43,104
	Non-Residents, Working Inside City	74.0%	9,346	10	93,462
	Subtotal		13,657		136,566
					12.4%
	Total				1,104,241
					100.0%

Source: US Census Bureau: OnTheMap Application, Census Table P1, 2021; adjusted to estimated 2025 population.

Public Safety LOS Assumptions

*Current
Inventory based
on 2022 CIP*

*From Prior
Table*

Preliminary Estimates

Public Safety Facility Requirements and Impact Fee Eligible Cost to Address Growth

Facility Type	Existing Inventory (2025) Units		Non- Current Res. Res. %		Current Res. LOS*	Current Non-Res. LOS**	Future Units (2035)	Net New Units Needed by 2035	Impact Fee Eligible Cost
Buildings	35,800	SF	87.63%	12.37%	641	0.50	50,853	15,053	\$ 6,130,000
Parking	24,000	SF	87.63%	12.37%	430	0.33	34,091	10,091	\$ 303,000
COM NET	47	Sites	87.63%	12.37%	0.84	0.00065	66.8	19.8	\$ 8,000
COM FAC	3	Sites	87.63%	12.37%	0.05	0.00004	4.3	1.3	\$ 782,000
Total									\$ 7,223,000

Source: derived from prior tables.

* Residential Level of Service in units per 1,000 people in Post Falls Planning Area.

** Non-residential Level of Service depicted in units per 1,000 SF of new non-res. development floor area.

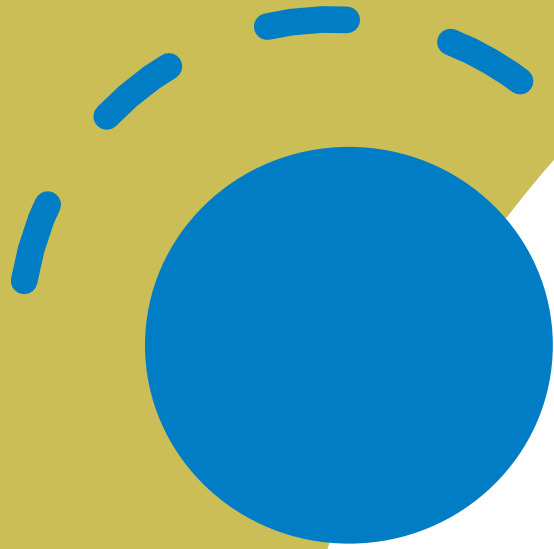
Public Safety Issues & Alternatives

DRAFT Consultant					Recommendation
Issue for Discussion	Current Policy	Status Quo Alt. 1	Other Alt(Alt 2)	Considerations	
Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program	Incremental expansion approach	Maintain Current Policy with updated unit cost estimates	Plan-based system CIP cost of capacity improvements	A CIP approach (Alt. 2) would likely yield most accurate cost basis	<i>Alt. 2 if based on current CIP</i>
Public Safety Project Classifications	Current classifications: buildings, parking & communciations (sites).	Maintain Current classifications	Per HB 156, include apparatus with 10-year useful life & actions that extend useful life of faciities by 10 years	Alt. 2 has yet to be tested in Idaho courts	<i>Alt. 1 has least legal risk . Alt. 2 may be considered if actions by City extend useful life of assets by 10+ years</i>
Level of Service Assumptions	No stated LOS policy that deviates from current LOS calculation	Maintain current policy with new LOS calcuations (see Appendix D)	Consider new LOS standard based on remaining useful life of facilities	Current approach (Alt. 1) is at least risk for legal challenge	<i>Alt. 1 has least legal risk . Alt. 2 may be considered if actions by City extend useful life of assets by 10+ years</i>
Single vs. Two-Zone Service Area	City currently has one overall impact fee service area	Maintain current policy with one service area	Provide two service areas	Alt. 2 requires additonal data regarding response times by subarea	<i>Alt. 1</i>



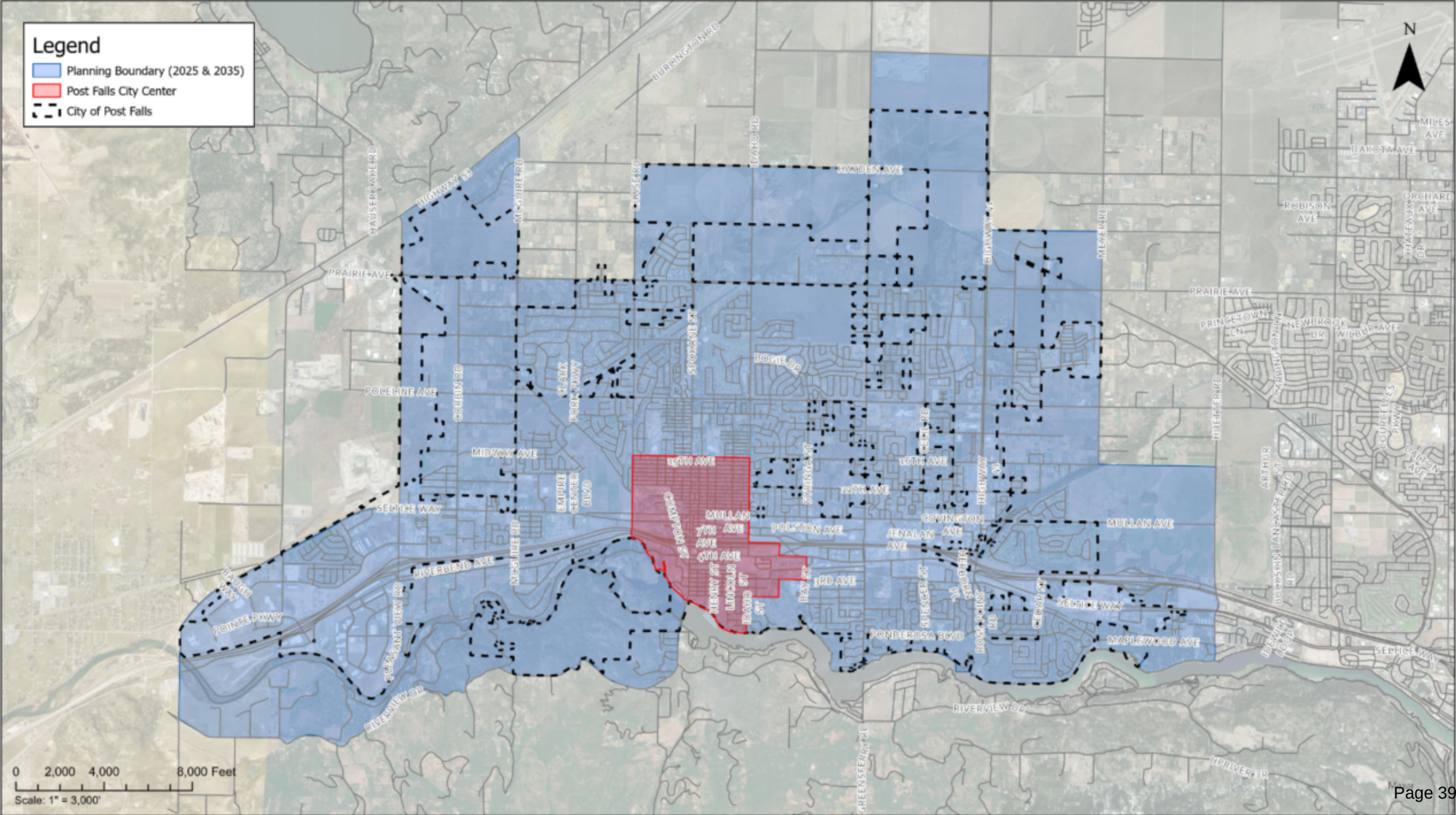
Public Safety Issues & Alternatives

Issue for Discussion	Current Policy	Status Quo Alt. 1	Other Alt(Alt 2)	Considerations	DRAFT Consultant Recommendation
Impact Fee Cost Allocation	Fees are based on Population and Non-residential vehicle trips	Update Current Methodology: see Appendix D	City could utilize residential and non-residential square feet (existing and forecast) if data is available	Alt. 2 requires additional data	Alt. 1
Residential and Non-Residential Customer Charges	City currently assesses public safety impact fees on all development	Maintain current policy	N/A	N/A	Alt. 1
Impact Fee Credit Procedures	Standard Credit Policies apply	Maintain current policy	N/A	N/A	Alt. 1
Exemptions	None	Maintain current policy	N/A	N/A	Alt. 1

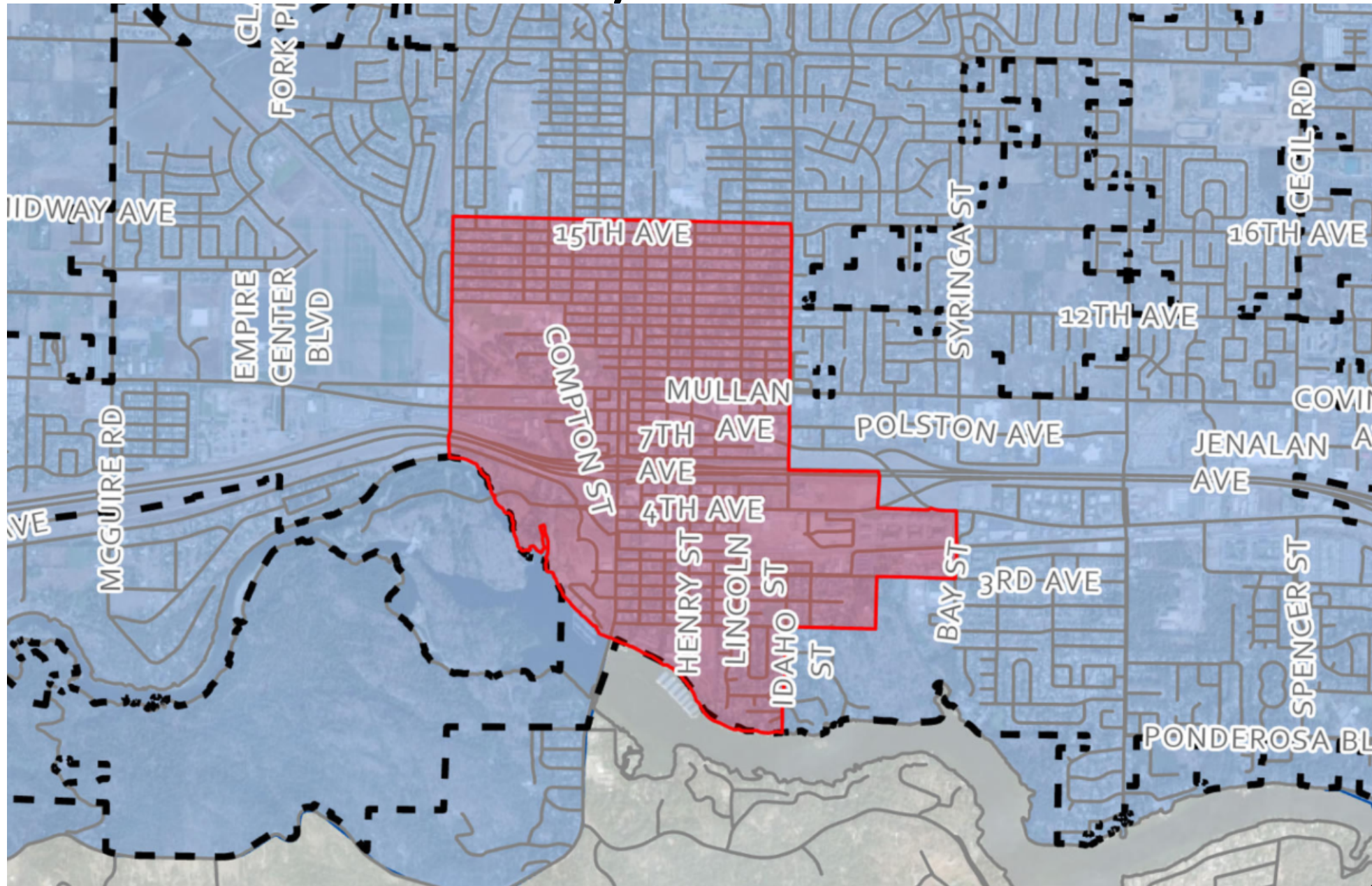


Transportation

Consider a City Center Fee Zone



Consider a City Center Fee Zone



Vehicle Trip Growth Forecast

Post Falls Travel Demand Forecasts, 2020-2035: Planning Area

PM Peak Hour - Home Based Trip-ends	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core	2,718	3,026	3,640	1.87%	614	16.9%
Rest of Post Falls Area	16,546	20,209	27,537	3.14%	7,328	26.6%
Total Post Falls Area	19,264	23,235	31,177	2.98%	7,941	25.5%

PM Peak Hour - Non-Home Based Trip-ends	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core	4,437	4,905	5,842	1.76%	937	16.0%
Rest of Post Falls Area	24,384	30,399	42,431	3.39%	12,032	28.4%
Total Post Falls Area	28,821	35,305	48,273	3.18%	12,968	26.9%

PM Peak Hour Total Trip-ends*	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core Area	7,155	7,931	9,482	1.80%	1,551	16.4%
Rest of Post Falls Area	40,930	50,608	69,968	3.29%	19,360	27.7%
Total Post Falls Area	48,085	58,540	79,450	3.10%	20,909	26.3%

Source: KMPO travel demand model for Post Falls, analysis by Iteris 1/22/2025.

* numbers may not add exactly due to rounding.

Source: Post Falls Model, Iteris, Jan. 22, 2025.

Vehicle Trip Growth: Core vs Rest of City

PM Peak Hour Vehicle Trip-end Growth, 2025-2035				
	Home Based	Non-Home Based	Total	% Dist.
Core Area	614	937	1,551	7%
Rest of Post Falls Area	7,328	12,032	19,360	93%
Total	7,942	12,969	20,911	100%

Source: KMPO travel demand model for Post Falls, analysis by Iteris 1/22/2025.

Source: Post Falls Model, Iteris, Oct 31, 2024.

Multimodal Growth Assumptions

(For standalone facilities not included in transportation or parks)

Person-Trip Conversions

Development Type	ITE Unit of Code Measure	Average Daily Vehicle Trip Ends	Pass-by Trip Reduction Factor	New PM Peak Hour Vehicle Trip Ends	Person Trip Conversion Factor	Average Daily Person Trip Ends
Single Family Detached Housing	210 Dwelling Units	9.43	1.00	9.43	1.68	15.84
Multifamily (Low-Rise)	220 Dwelling Units	6.74	1.00	6.74	1.68	11.32
Mobile Home	240 Dwelling Units	7.12	1.00	7.12	1.68	11.96
Other (non Residential)	Person Trip					1.00

Source: ITE, Trip Generation Manual, 11th Edition. Person trip conversion factor of 1.68 from U.S. Department of Transportation, 2017 National Household Travel Survey.

Multimodal Facility Trip Growth Forecast (trips not taken by motor vehicles)

Proj. Average Daily Multimodal Trip-ends, 2025-2035 (People Not in Vehicles)			
	Home Based	Non-Home Based	Total
<i>Person Trip Factors</i>	<i>1.68</i>	<i>1.0</i>	
Core Area	3,540	-	3,540
Rest of Post Falls Area	42,224	-	42,224
Total	45,764	-	45,764

Source: calculated as difference between total vehicle trips and person-trips.

Source: derived from prior tables using PF model and person trip factors.

Transportation and Multimodal Issues & Alternatives

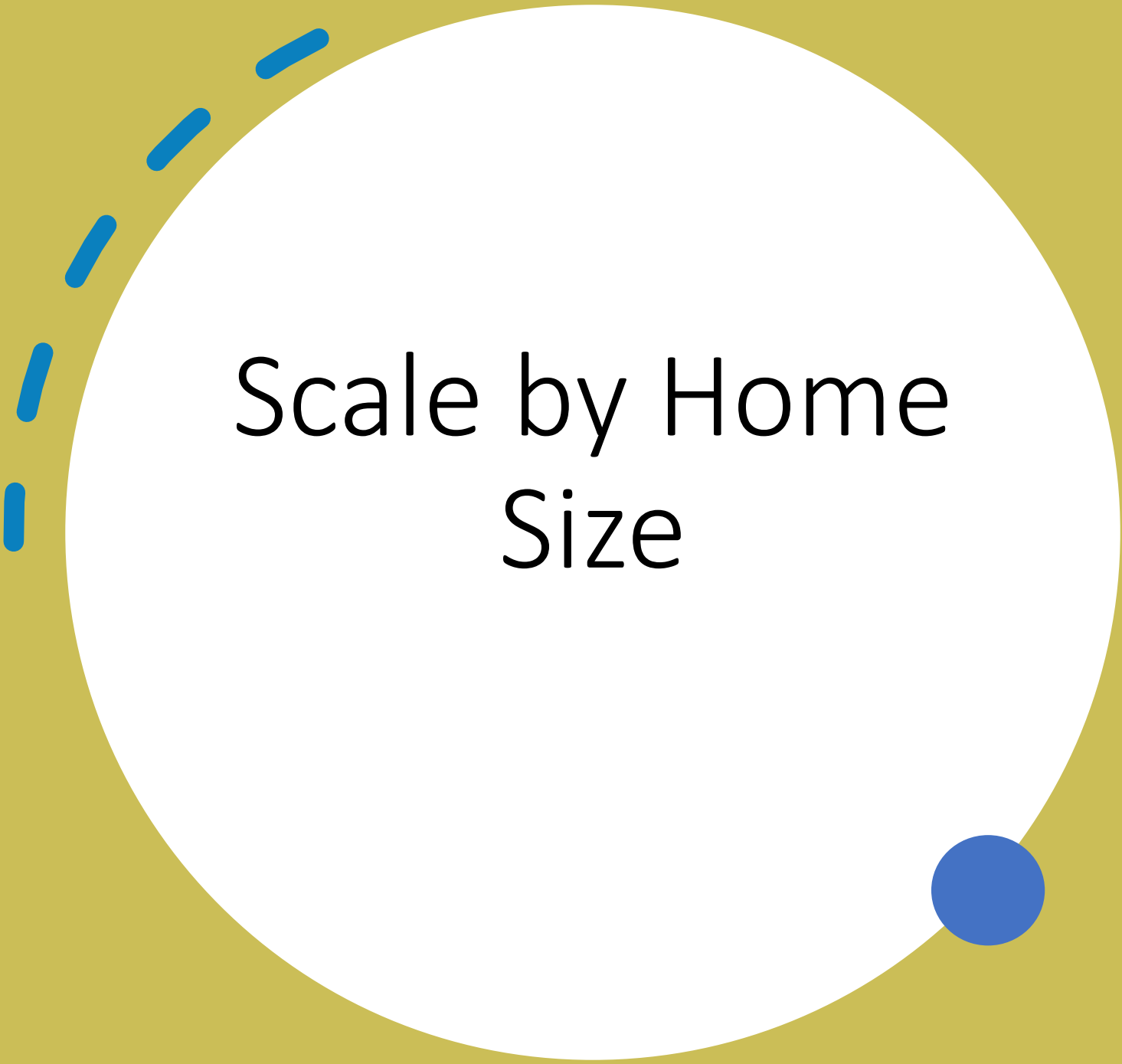
Issue for Discussion	Current Policy	Status Quo (Alt. 1)	Other Alts. (Alt. 2)	Considerations	DRAFT Consultant Recommendation
Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program	Plan-based system approach for Transportation; Incremental expansion approach for Multimodal	Maintain Current Policy with updated cost estimates	Plan-based system CIP cost of capacity improvements for both transportation and multimodal improvements	A CIP approach (Alt. 2) would likely yield most accurate cost basis	<i>Alt. 2 if based on current adopted Transportation System Plan and CIP</i>
Project Classifications	Based on functional classification of streets and multimodal pathways	Maintain Current classifications	May consider adding new classification for public vs. private construction (might entail lower unit-costs and ROW costs for private construction)	Need to ensure that ROW and design standards are consistently applied	<i>Alt. 2 if based on current adopted Transportation System Plan and CIP</i>
Level of Service Assumptions	No stated LOS policy that deviates from current LOS calculation	Maintain current policy for streets; multimodal facilities (miles per capita)	LOS based on volume/capacity ratios at intersections where improvements are planned, plus LOS based on miles per capita for multimodal	Alt. 2 requires traffic modeling data underway	<i>Alt. 2 if based on current adopted Transportation System Plan and CIP</i>
Single vs. Two-Zone Service Area	City currently has one overall impact fee service area	Maintain current policy with one service area	Provide two service areas	Alt. 2 requires additional data regarding trip generation by subarea	<i>Consider both Alts 1 and 2 in Impact Fee Report</i>



Transportation and Multimodal Issues & Alternatives

Issue for Discussion	Current Policy	Status Quo (Alt. 1)	Other Alts. (Alt. 2)	Considerations	DRAFT Consultant Recommendation
Impact Fee Cost Allocation	Fees are based on hybrid calculation using ITE 10th Gen. Handbook and growth forecasts of housing units and non-res floor area (Sq.Ft.)	Update Current Methodology using KMPO data and Post Falls Model (Appendix E)	City could amend ITE trip link reduction factors and multimodal person trip factors for selected land use types (see Appendix E)	Alt. 2 relies upon combination of local, regional and national trip data	<i>Alt. 2 if based on current adopted Transportation System Plan and CIP</i>
Residential and Non-Residential Customer Charges	City currently assesses transportation & multimodal impact fees on all development	Maintain current policy, which relies upon hybrid trip generation assumptions by land use type	Consider KMPO vs. ITE 11th Gen. Handbook trip rates, reduction factors and person trip conversion factors (see Appendix E)	Alt. 2 allows for additional land use development classifications (see Appendix E)	<i>Alt. 2 (requires city input and discussion)</i>
Impact Fee Credit Procedures	Standard Credit Policies apply	Maintain current policy	Consider changes in allowable credits based on decision regarding project cost assumptions (see above)	Need to ensure that ROW and design standards are consistently applied	<i>Alt. 2 (requires city input and discussion)</i>
Exemptions	None	Maintain current policy	N/A	N/A	<i>Alt. 1</i>

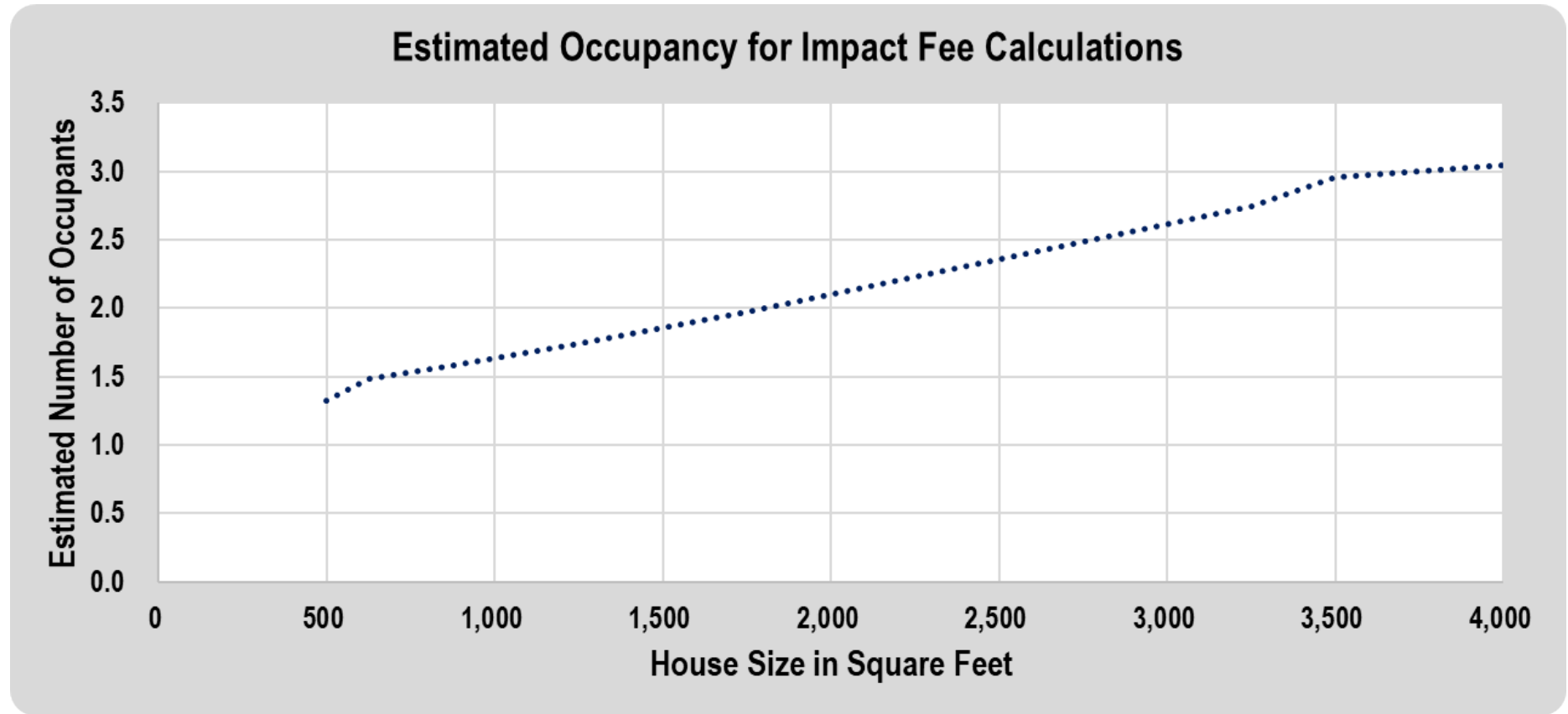




Scale by Home
Size

Fee Scaling by Home Size

Census data depicts a statistical relationship between homes size and number of occupants. Max occupancy occurs at approx. 3,500 sq.ft.



Source: U.S. Census Bureau, American Housing Survey.

Current Impact Fees with Scaling, Example

Scaled Impact Fee per Dwelling Assumptions: Current Fees in Post Falls

Current Impact Fee	Single Family	Multifamily	All Housing
Impact Fees per Dwelling (Avg.)	\$ 12,265	\$ 8,561	
Average residents per Dwelling*	2.92	2.29	2.75
Avg. Dwelling Size**	2,615	1,175	1,877
Impact Fee per New Resident (Avg.)	\$ 4,206	\$ 3,746	

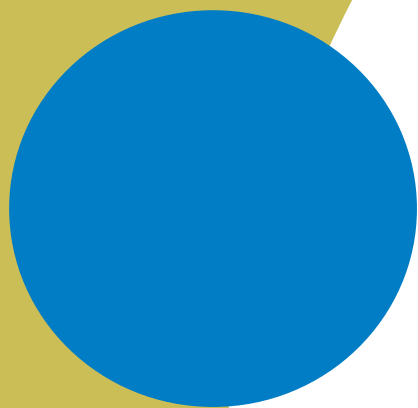
* Based on U.S. Census estimates for City of Post Falls, 2022, 5-year avg.

** Based on approved new dwellings: 2017-2024, City of Post Falls Planning Dept.

Scaled Impact Fees by Home Size	Single Family Housing Type Examples					
Development Characteristics	ADU	Cottage	Townhome	Alley Loaded Detached	Standard Detached	Estate
Avg. House size in square feet	650	1,250	1,350	1,725	2,615	3,500
Implied average occupancy	0.72	1.39	1.51	1.92	2.92	3.05
Calculated SDC	\$3,049	\$5,863	\$6,332	\$8,091	\$12,265	\$12,834
average cost per SF	\$4.69	\$4.69	\$4.69	\$4.69	\$4.69	\$3.67
Change from Current Fee	\$3,049	(\$6,402)	(\$5,933)	(\$4,174)	\$0	\$569
No current fee						
Current Impact Fees for Multifamily Dwelling Units				\$8,561		
Current Impact Fees for Single Family Dwellings					\$12,265	

Fees scaled by Home size would vary by housing type

Multi-family fees charged by Unit not SF

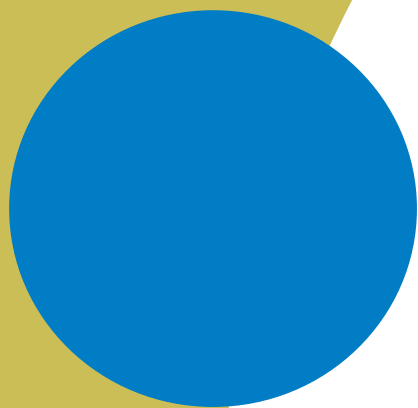


Land Uses

Existing Land Use Categories	Recommend Land Use Categories
Single Family (per each dwelling unit)	Single Family (by the square foot of heated floor area, not including garage/shop)
Multifamily Residential (per each dwelling unit)	Multifamily Residential (per each dwelling unit)
Commercial/Shopping Center (per square foot)	Commercial/Shopping Center/Service/Restaurant/Office/Medical Office (by the square foot)
Office (per square foot)	
Light Industrial (per square foot)	Light Industrial/Manufacturing/Distribution (by the square foot)
Manufacturing (per square foot)	
Warehousing (per square foot)	Warehousing/Storage/Self-Storage (by the square foot)
Mini-Warehousing (per square foot)	
Elementary School (per square foot)	School/Day Care/Church ¹ (by the square foot)
Middle School (per square foot)	
High School (per square foot)	
Day Care (per square foot)	
Church (per square foot)	
Assisted Living (per square foot)	Assisted Living/Nursing Home (by the square foot)
Nursing Home (per square foot)	
Recreation Community Center (per square foot)	Indoor recreation ² (by the square foot)
Hotel (per room)	Hotel (per each room)
Hotel (per square foot)	

1. Consider if church should be separate fee.

2. Consider the goal of this fee. Many smaller recreational uses end up in commercial bldgs.



Annual Escalation

Annual Escalation

- Escalate annually based on reputable, published index
- Engineering News Record Construction Cost Index, etc
- Allows fees to increase with inflation
- Allows development community to estimate future fees

Next Steps

- Phase 2
 - Finalize Impact Fee CIPs
 - Calculate fees
 - Prepare study
 - Adopt CIPs
 - Adopt Report
 - Adopt Fee Schedule



Discussion

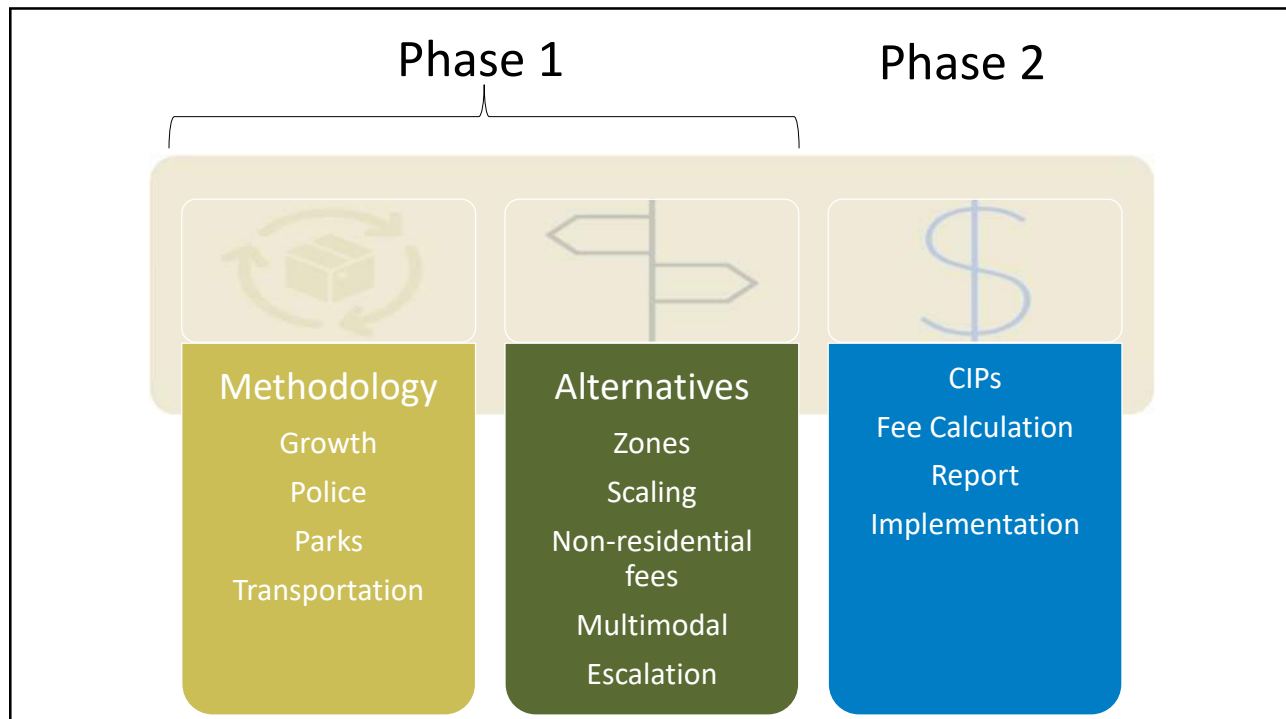


Development Impact Fee Study Update



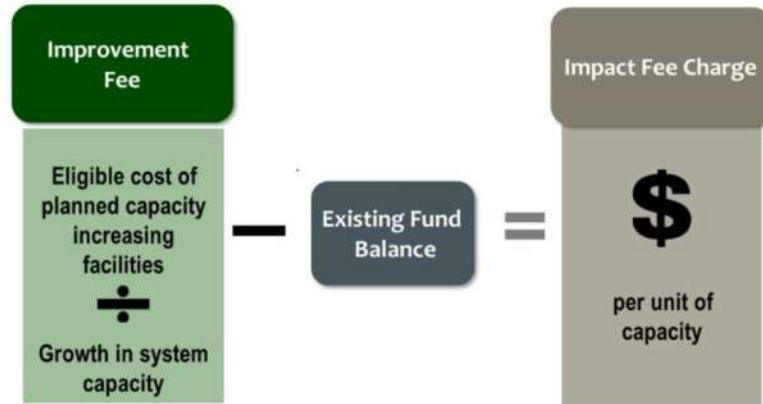
City Council
5/6/2025

1



2

General Impact Fee Equation



3

Considerations

Consider Parks Fee
for Non-Res Uses

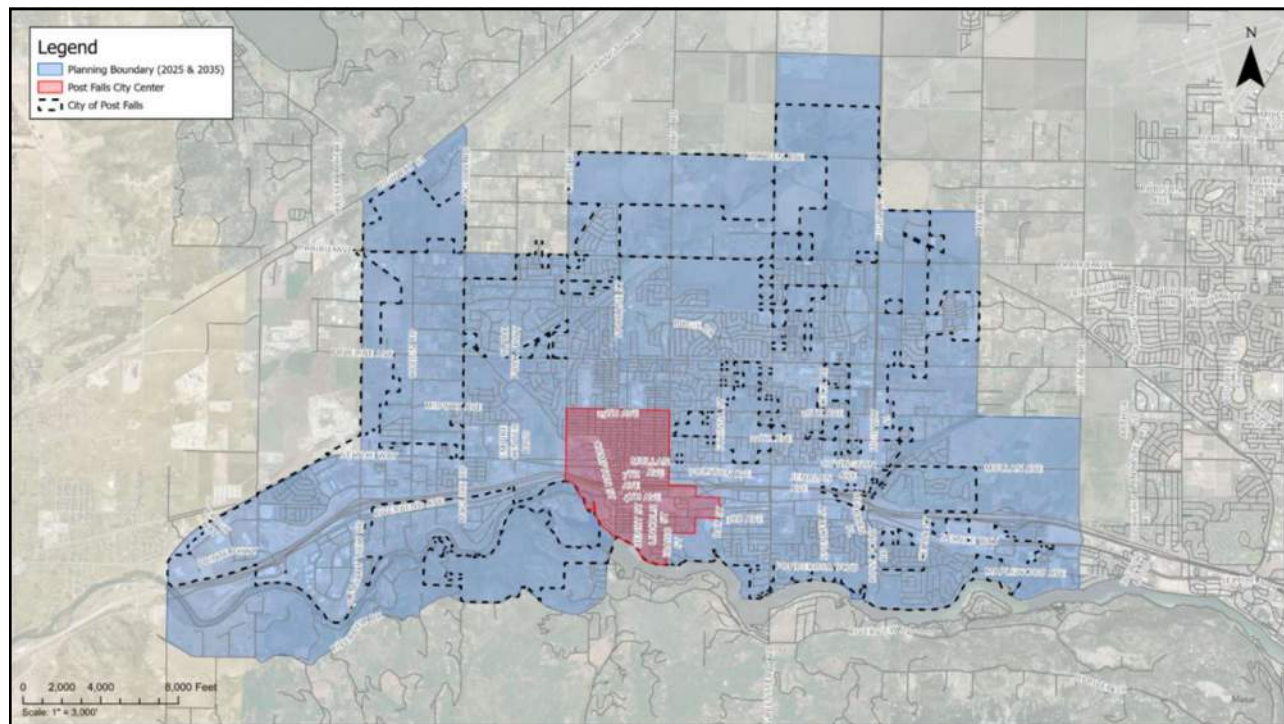
	Parks	Public Safety	Streets	Multimodal
Residential (per housing unit)				
Single-Family	\$ 6,444.00	\$ 1,260.00	\$ 3,174.00	\$ 1,387.00
Multi-Family	\$ 4,797.00	\$ 937.00	\$ 1,795.00	\$ 1,032.00
Non-Residential (per sq. foot)				
Commercial/Shopping Center	N/A	\$ 1.24	\$ 6.34	\$ 1.36
Office	N/A	\$ 0.49	\$ 2.48	\$ 0.53
Light Industrial	N/A	\$ 0.25	\$ 1.26	\$ 0.28
Manufacturing	N/A	\$ 0.20	\$ 1.00	\$ 0.22
Warehousing	N/A	\$ 0.09	\$ 0.45	\$ 0.10
Mini-Warehouse	N/A	\$ 0.08	\$ 0.39	\$ 0.09
Elementary School	N/A	\$ 0.64	\$ 3.28	\$ 0.70
Middle School/Junior High	N/A	\$ 0.66	\$ 3.39	\$ 0.74
High School	N/A	\$ 0.47	\$ 2.36	\$ 0.52
Day Care	N/A	\$ 1.57	\$ 8.00	\$ 1.71
Church	N/A	\$ 0.35	\$ 1.77	\$ 0.39
Assisted Living	N/A	\$ 0.21	\$ 1.06	\$ 0.23
Nursing Home	N/A	\$ 0.33	\$ 1.69	\$ 0.36
Recreational Community Center	N/A	\$ 1.44	\$ 7.34	\$ 1.58
Hotel (per room)	N/A	\$ 416.12	\$ 2,128.11	\$ 455.63
Hotel (per sq. foot)	N/A	N/A	N/A	N/A

Wrap multimodal
fee into
transportation (or
parks)

Scale by size

Are these the right
land uses

4



5

Population & Job Growth Forecast: 2020-2035

Post Falls Growth Forecasts: 2020-2035

Post Falls Total	2025	2025	2035	2035	Post Falls City		
	Post Falls City	Post Falls Planning Area	Post Falls City	Post Falls Planning Area	AAGR: 2025-2035	Change: 2025-2035	Growth Share
Population	48,961	54,680	71,513	79,045	3.86%	22,552	31.5%
Dwelling Units	18,638	19,969	27,223	30,090	3.86%	8,585	31.5%
Employees	12,638	14,114	17,383	19,414	3.24%	4,746	27.3%

Core Area Only	2025	2035	Post Falls City		
	Post Falls City	Post Falls City	AAGR: 2025-2035	Change: 2025-2035	Growth Share
Population	5,273	7,267	3.26%	1,994	27.4%
Dwelling Units	2,005	2,763	3.26%	758	27.4%
Employees	1,835	2,076	1.24%	241	11.6%

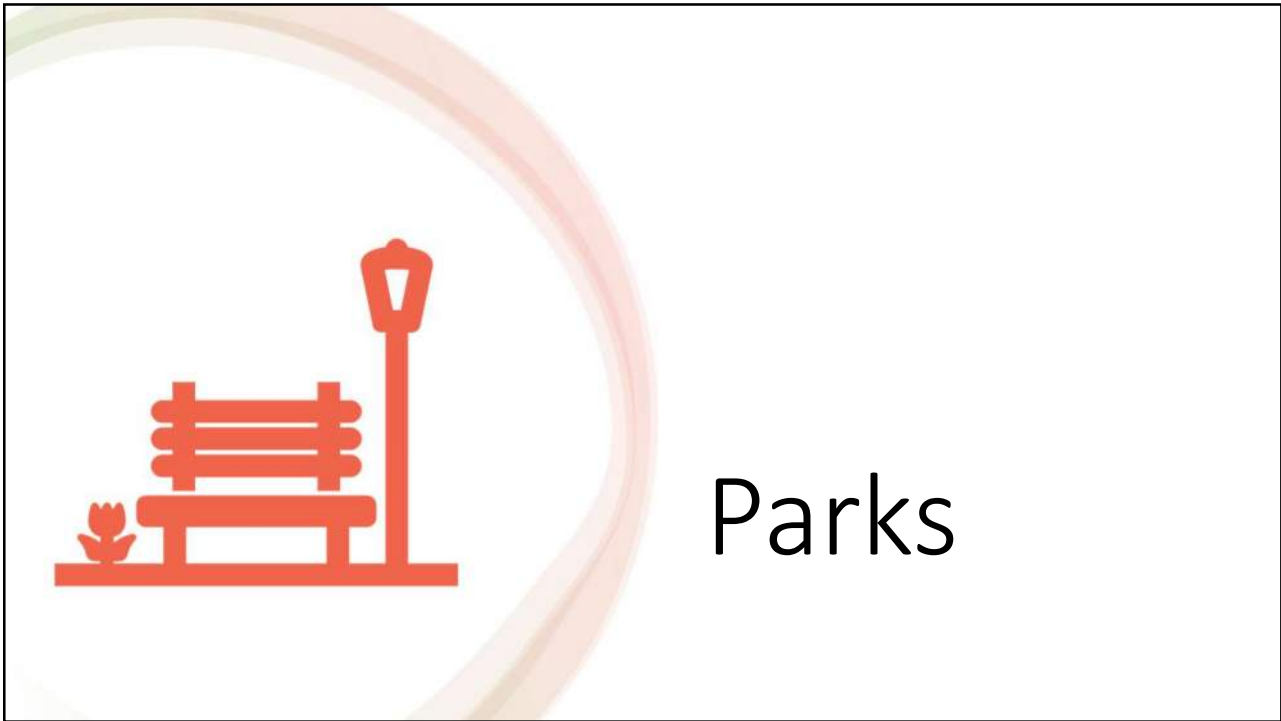
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Existing Methodology

	Parks	Public Safety	Streets	Multimodal Paths
Current Calculation Method	Incremental expansion approach based on park land, amenities, and indoor recreation space	Incremental expansion approach based on police facilities and communication infrastructure	Plan-based system capacity improvements	Incremental expansion approach based on linear feet of trails
Unit of Growth (10 year forecast)	Projected population	Projected population and vehicle trips	Projected vehicle trips	Projected population and vehicle trips

Source: 2021 Capital Improvement Plan and Development Impact Fee Report, Tischler Base.

7



8

Parks Level of Service

Two types of eligible parks:

1. New park facilities & improvements
 - Serve new growth
2. Expansion of Existing Parks
 - Serve a mix of new growth and existing users

Current LOS is under on Level One and over on Level Two parks. (This may get adjusted slightly with new acreage from City Staff).

Prelim. Post Falls Parks Level of Service & Future Needs (acres)

Park Facility Classification	Total Acres	Policy LOS*	2025 Current
			LOS*
Level 1 Parks	255.4	6.0	5.2
Level 2 Parks	677.6	10.0	13.8
All Parks	933.0	16.0	19.1

Source: Appendix A.

* Level of Service (LOS) = park acres per 1,000 residents.

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Future Parks Needs based on LOS: Preliminary

Need for Future Acres takes into account existing LOS and Policy LOS.

Future Park Land Needs based on LOS	Net New Population	Additional Parks acres @ Policy LOS	Additional Parks Acres @ Current LOS	Impact Fee Eligible Parks Acres
Proj. Change in Pop: 2025 to 2035	22,552			
Additional Level 1 Parks (acres)		135	118	118
Additional Level 2 Parks (acres)		226	312	226
Combined Parks (acres)		361	430	343

Source: City and KMPO (population estimates & forecasts) and City of Post Falls (acres)

LOS = park acres per 1,000 residents.

2025 City pop estimate:	48,961
2035 City pop forecast:	71,513
Projected Change in Population:	22,552

10

Employment Inflow/Outflow

Worker Inflow/Outflow Analysis	People Living Inside City	People Living Outside City	Total
People Working Inside City	3,531	10,026	13,557
Residents Working Outside City	13,458		
Not Working	23,013		
Total	40,002	10,026	

Source: US Census Bureau: OnTheMap Application, Census Table P1, 2021.

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Park Availability Per Person

Hours per Week of Park Availability Per Person, Res. & Non-Res. Demand*	Hours per week Residential Demand	Hours Per Week Non-Residential demand*
Working Inside City (4 hrs per weekday & 12 hrs per weekend day)	44	28
Working Outside City (2 hrs per weekday & 12 hrs per weekend day)	34	-
Not Working (12 hrs per day x 7 days per week)	84	-

* Non-res parks availability assumes 4 hours per weekday x 7 days per week).

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Park Demand per DU & Job

Total Hours per Week of Park Availability	Residential hours	Non-residential hours	Total Hours
Working Inside City	155,364	280,728	436,092
Working Outside City	457,572		457,572
Not Working	1,933,092		1,933,092
Total	2,546,028	280,728	2,826,756
a) Park Hours per resident	64		
b) Park Hours per non-resident employee		21	
c) Equivalent Non Res. Unit of Demand per resident (b / a)			0.325
d) Non-Res Employees Per Pop.			0.251
e) Average persons per Dwelling Unit			2.749
f) Non-Res parks demand (jobs per DU) (=1/c x e)	8.448 jobs = 1 Dwelling (parks demand)		
g) Non-Res parks demand per capita (=f/e)	3.074 jobs = 1 local resident		

Source: US Census Bureau 2021 : OnTheMap Application, Census Table P1; and stated assumptions.

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Park Demand from Visitation

Post Falls Overnight Visitation Estimates	2025	2035	AAGR	Change
Total RV and Lodging Units ¹	929	1,379		
Average Annual Occupancy ²	63.0%	63.0%		
Average People Per Unit ³	3.40	3.40		
Avg. Daily Park Users per Unit (Occupancy × People Per Unit)	2.14	2.14		
Average Number of Overnight Visitors Per Day	1,990	2,954	4.22%	964
Growth Share				33%

¹ City of Post Falls RV and lodging overnight facility estimates, see Appendix.

² **Source:** STR.com, January 2024, National Average.

³ **Source:** Longwoods International, Idaho 2021 Visitor Report.

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Parks Issues and Alternatives

Issue for Discussion	Current Policy	Status Quo Alt. 1	Other Alt(Alt 2)	Considerations	DRAFT Consultant Recommendation
Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program	Incremental expansion approach based on park land, amenities, and indoor recreation space	Maintain Current Policy with updated unit cost estimates	Plan-based system CIP cost of capacity improvements	A CIP approach (Alt. 2) would likely yield most accurate cost basis	<i>Alt. 2 if based on Post Falls 2020 Parks & Rec. Master Plan</i>
Parks Project Classifications	City has two parks classifications: Level 1 Parks and Level 2 Parks (see Appendix A)	Maintain Current Policy with two parks classifications	Amend current policy with one overall parks classification	Current approach (Alt. 1) would likely provide better way to monitor and deliver parks facilities in equitable manner	<i>Alt. 1</i>
Level of Service Assumptions	City's current LOS policy is 6 acres per 1,000 residents) for Level 1 parks and 10 acres per 1,000 for Level 2 parks	Maintain Current LOS Policy with two parks classifications	Amend current LOS policy with one overall parks classification	Current approach (Alt. 1) may produce less impact fee revenue than Alt. 2 since existing LOS for Level 1 parks is less than policy LOS	<i>Impact Fee methods should evaluate both Alts.</i>
Single vs. Two-Zone Service Area	City currently has one overall impact fee service area for Parks	Maintain current policy with one service area	Provide two service areas	Alt. 2 has strongest nexus between new development and parks facility needs, but creates extra admin costs	<i>Impact Fee methods should evaluate both Alts. If CIP approach is used</i>

May be a hybrid – CIP where known, LOS where unknown

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Parks Issues and Alternatives

Issue for Discussion	Current Policy	Status Quo Alt. 1	Other Alt(Alt 2)	Considerations	DRAFT Consultant Recommendation
Impact Fee Cost Allocation	Fees are based on Population per Dwelling Unit: SF (2.62) and Multifamily/Other (1.95)	Update Current Methodology: SF (2.50) and Multifamily (3.32). See Appendix A	Utilize avg persons per DU by Housing Type and apply it to Avg. Sq.Ft. of units: SF (2,615) and MF (1,175). See Appx. C	Alt. 2 has strongest nexus between new development and parks facility needs	<i>Alt. 2</i>
Residential and Non-Residential Customer Charges	City currently only assesses parks impact fees on new residential development	Maintain current policy	Amend methodology to include non-res uses (e.g., lodging/RV sites and commercial)	Alt. 2 would lower res impact fees compared with Alt. 1 but increase non-res impact fees	<i>Alt 2 with charges to Residential and Lodging/RV developments (not commercial or industrial)</i>
Impact Fee Credit Procedures	Standard Credit Policies apply	Maintain current policy	City could remove neighborhood parks from CIP list and make them conditional (not creditable)	Alt. 2 would lower res impact fees compared with Alt. 1 but no assurance certain parks would be built	<i>Alt. 1</i>
Exemptions	Non-Residential Exemptions	Maintain current policy	Exempt: commercial/industrial; ADUs & minor additions (e.g., under 500 Sq.Ft.); non-HVAC floor area; common areas.	Alt. 2 would lower res impact fees compared with Alt. 1	<i>Alt. 2</i>

*

*

16

Current Parks Fees if Scaled by Home Size

		\$ 6,444.00 fee per SF unit			
Post Falls Parks Impact Fees Scaled		\$ 4,797.00 fee per MF unit			
Development Category	Customer Units (avg.)	Scaled Parks Impact Fee	Current Fee	Change	Unit
Dwelling Unit*	2.75				
Small ADU (850 SF)	0.72	\$1,602	none	\$1,602	dwelling
Cottage (1,250 SF)	1.39	\$3,080	\$6,444	(\$3,364)	dwelling
Standard Home (2,615 SF)	2.92	\$6,444	\$6,444	\$0	dwelling
Estate (3,500+ SF)	3.1	\$6,743	\$6,444	\$299	dwelling
Multifamily Unit		\$4,797	\$4,797	\$0	dwelling

* Source: US Census Bureau ACS 5-Year Estimates 2022

SF includes heated floor area of living units only, excludes common areas.

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Current Parks Fees if Non-Res and Lodging Included

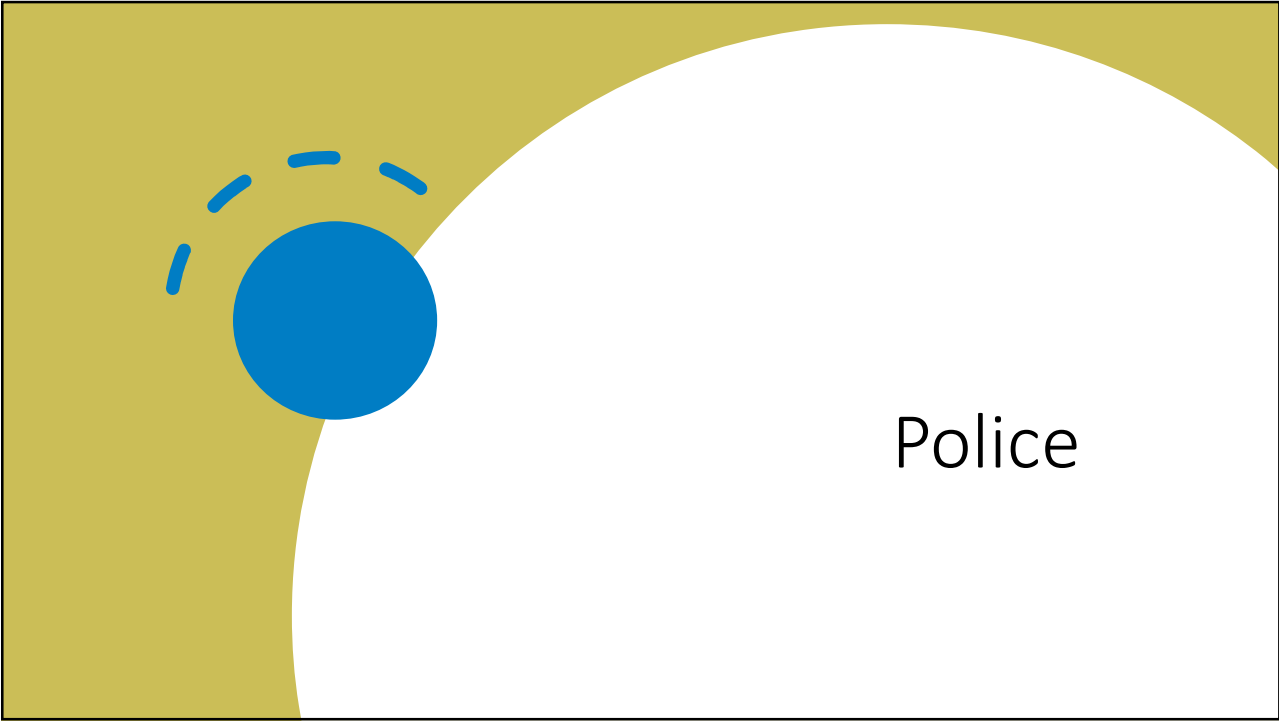
Development Category	Customer Units (avg.)	Scaled Parks Impact Fee	Current Fee	Change	Unit
Dwelling Unit*	2.75				
Small ADU (850 SF)	0.72	\$1,514	none	\$1,514	dwelling
Cottage (1,250 SF)	1.39	\$2,911	\$6,444	(\$3,533)	dwelling
Standard Home (2,615 SF)	2.92	\$6,089	\$6,444	(\$355)	dwelling
Estate (3,500+ SF)	3.1	\$6,372	\$6,444	(\$72)	dwelling
Multifamily Unit		\$4,533	\$4,797	(\$264)	dwelling
Overnight Accommodations (Room or RV space)	2.1	\$4,993	none	\$4,993	room/RV
Non-Residential (per employee)	0.251	\$584.29	none		employee
Non-Residential (SF)**	752	\$0.78	none	\$0.78	per SF

* Source: US Census Bureau ACS 5-Year Estimates 2022

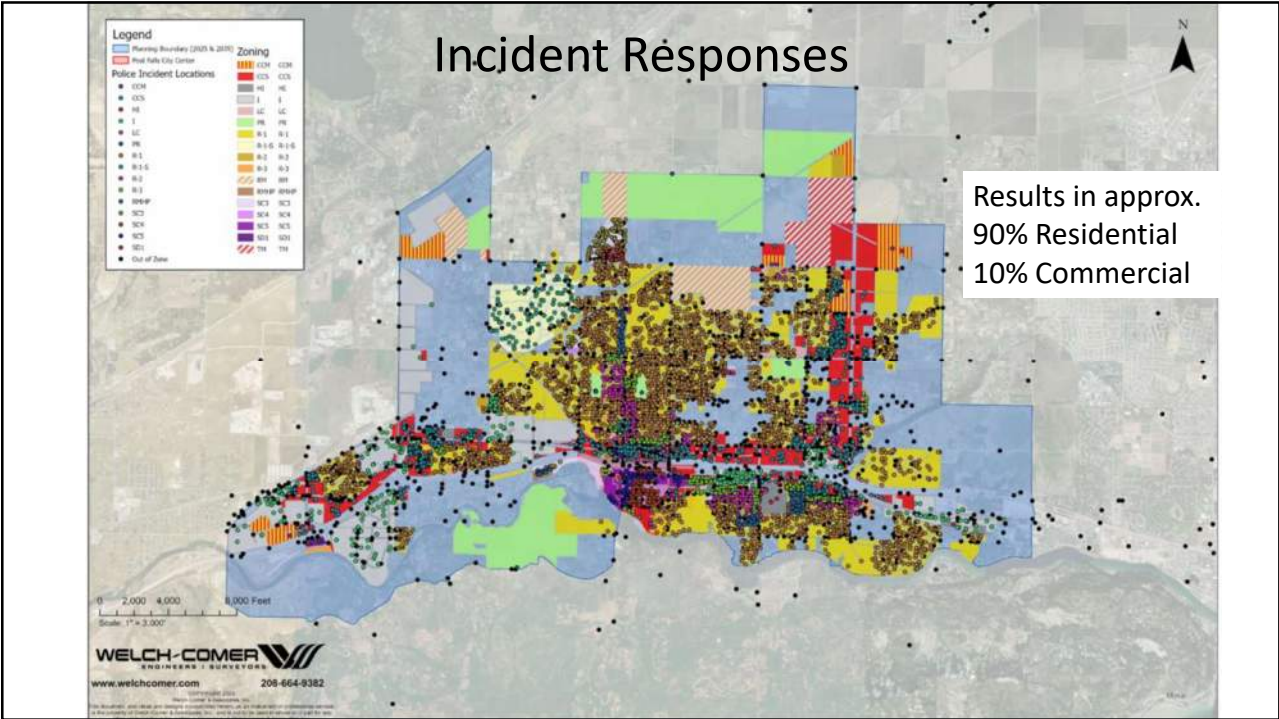
** Square Feet (SF) per job based on estimated non res SF and 2025 jobs in City of Post Falls.

SF includes heated floor area of living units only, excludes common areas.

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Public Safety Demand Assumptions

Post Falls Public Safety Proportional Share Factors

			Demand (Hours/Day)	Person Hours	Proportionate Share
Residential					
City Population, 2025 est.	48,961				
Residents, Not Working	57.6%	28,222	24	677,329	
Employed Residents, Working in City	8.8%	4,310	14	60,346	
Employed Residents, Working Outside City	33.6%	16,429	14	230,000	
Subtotal	100.0%	48,961		967,674	87.6%
Non-Residential					
Jobs in Post Falls, 2025 est.	12,638				
Employed Residents, Working in City		4,310	10	43,104	
Non-Residents, Working Inside City	74.0%	9,346	10	93,462	
Subtotal		13,657		136,566	12.4%
Total				1,104,241	100.0%

Source: US Census Bureau: OnTheMap Application, Census Table P1, 2021; adjusted to estimated 2025 population.

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Public Safety LOS Assumptions

Public Safety Facility Requirements and Impact Fee Eligible Cost to Address Growth								
Facility Type	Current Inventory based on 2022 CIP		From Prior Table		Preliminary Estimates			
	Existing Inventory (2025)	Units	Res. %	Non-Res. %	Current Res. LOS*	Non-Res. LOS**	Future Units (2035)	Net New Units Needed by 2035
Buildings	35,800	SF	87.63%	12.37%	641	0.50	50,853	15,053
Parking	24,000	SF	87.63%	12.37%	430	0.33	34,091	10,091
COM NET	47	Sites	87.63%	12.37%	0.84	0.00065	66.8	19.8
COM FAC	3	Sites	87.63%	12.37%	0.05	0.00004	4.3	1.3
Total								\$ 7,223,000

Source: derived from prior tables.

* Residential Level of Service in units per 1,000 people in Post Falls Planning Area.

** Non-residential Level of Service depicted in units per 1,000 SF of new non-res. development floor area.

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Public Safety Issues & Alternatives

Issue for Discussion	Current Policy	Status Quo Alt. 1	Other Alt(Alt 2)	Considerations	DRAFT Consultant Recommendation
Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program	Incremental expansion approach	Maintain Current Policy with updated unit cost estimates	Plan-based system CIP cost of capacity improvements	A CIP approach (Alt. 2) would likely yield most accurate cost basis	<i>Alt. 2 if based on current CIP</i>
Public Safety Project Classifications	Current classifications: buildings, parking & communications (sites).	Maintain Current classifications	Per HB 156, include apparatus with 10-year useful life & actions that extend useful life of facilities by 10 years	Alt. 2 has yet to be tested in Idaho courts	<i>Alt. 1 has least legal risk . Alt. 2 may be considered if actions by City extend useful life of assets by 10+ years</i>
Level of Service Assumptions	No stated LOS policy that deviates from current LOS calculation	Maintain current policy with new LOS calculations (see Appendix D)	Consider new LOS standard based on remaining useful life of facilities	Current approach (Alt. 1) is at least risk for legal challenge	<i>Alt. 1 has least legal risk . Alt. 2 may be considered if actions by City extend useful life of assets by 10+ years</i>
Single vs. Two-Zone Service Area	City currently has one overall impact fee service area	Maintain current policy with one service area	Provide two service areas	Alt. 2 requires additional data regarding response times by subarea	<i>Alt. 1</i>

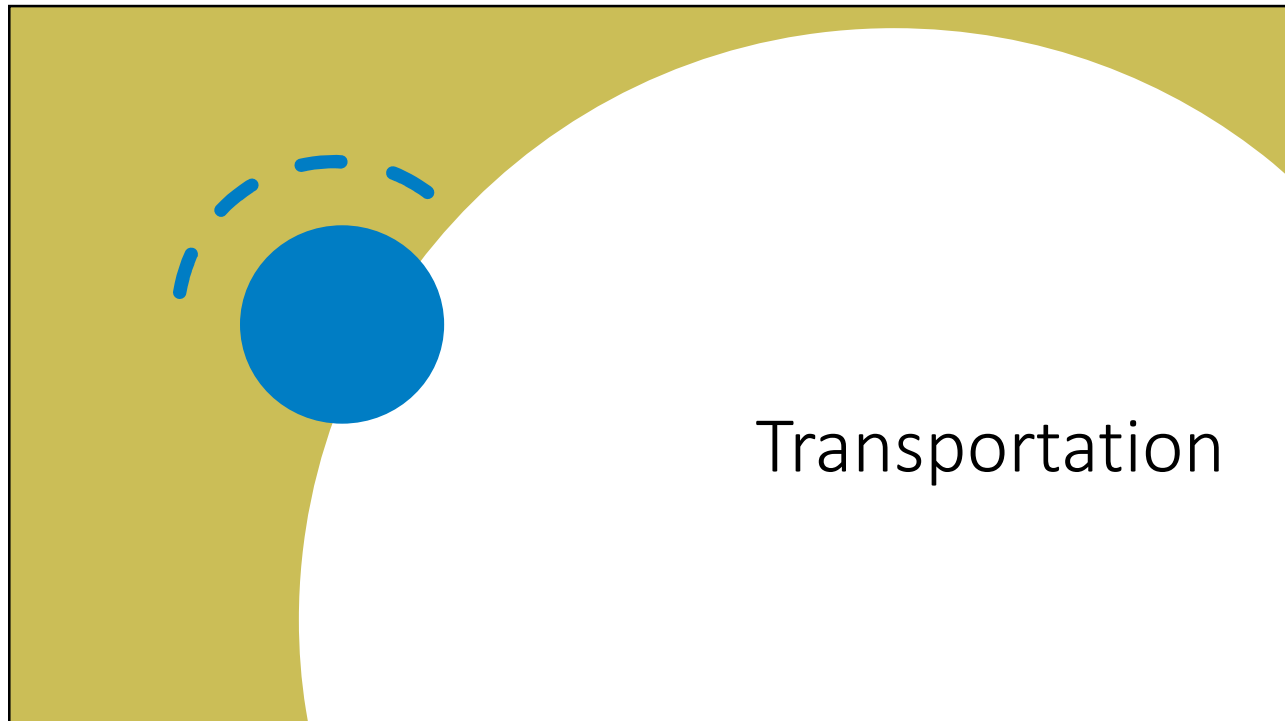


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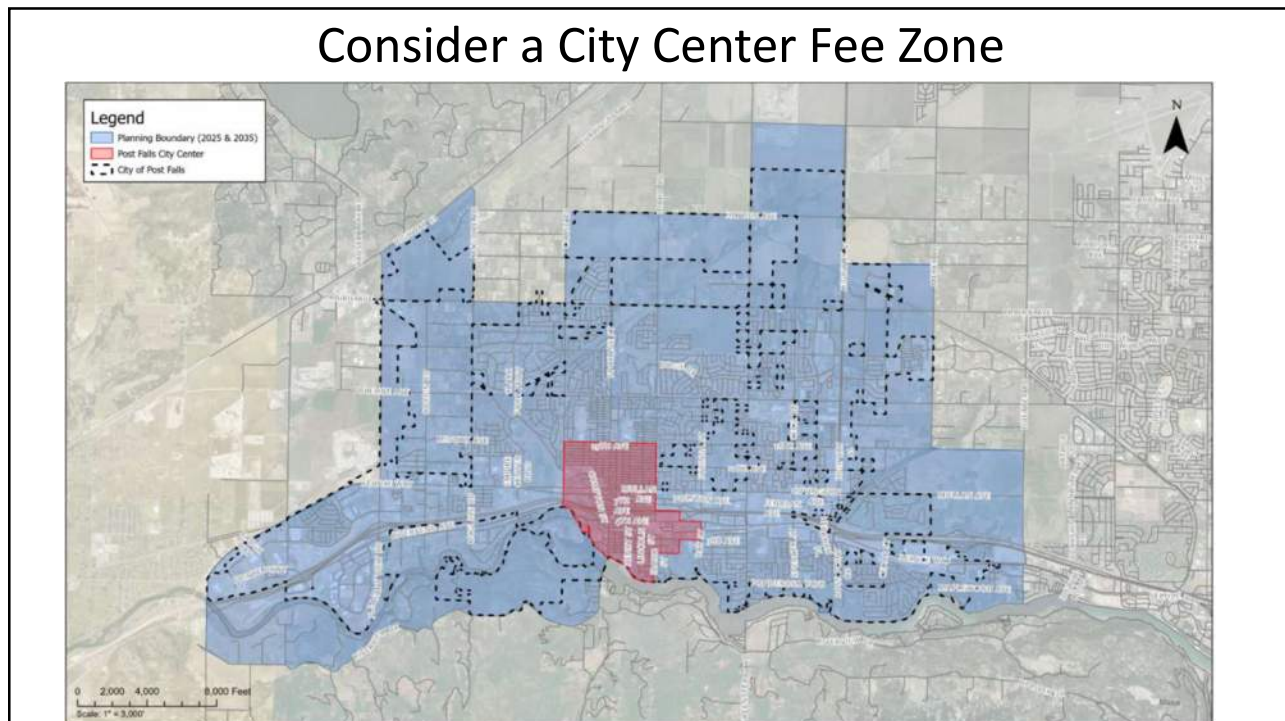
Public Safety Issues & Alternatives

Issue for Discussion	Current Policy	Status Quo Alt. 1	Other Alt(Alt 2)	Considerations	DRAFT Consultant Recommendation
Impact Fee Cost Allocation	Fees are based on Population and Non-residential vehicle trips	Update Current Methodology: see Appendix D	City could utilize residential and non-residential square feet (existing and forecast) if data is available	Alt. 2 requires additional data	<i>Alt. 1</i>
Residential and Non-Residential Customer Charges	City currently assesses public safety impact fees on all development	Maintain current policy	N/A	N/A	<i>Alt. 1</i>
Impact Fee Credit Procedures	Standard Credit Policies apply	Maintain current policy	N/A	N/A	<i>Alt. 1</i>
Exemptions	None	Maintain current policy	N/A	N/A	<i>Alt. 1</i>

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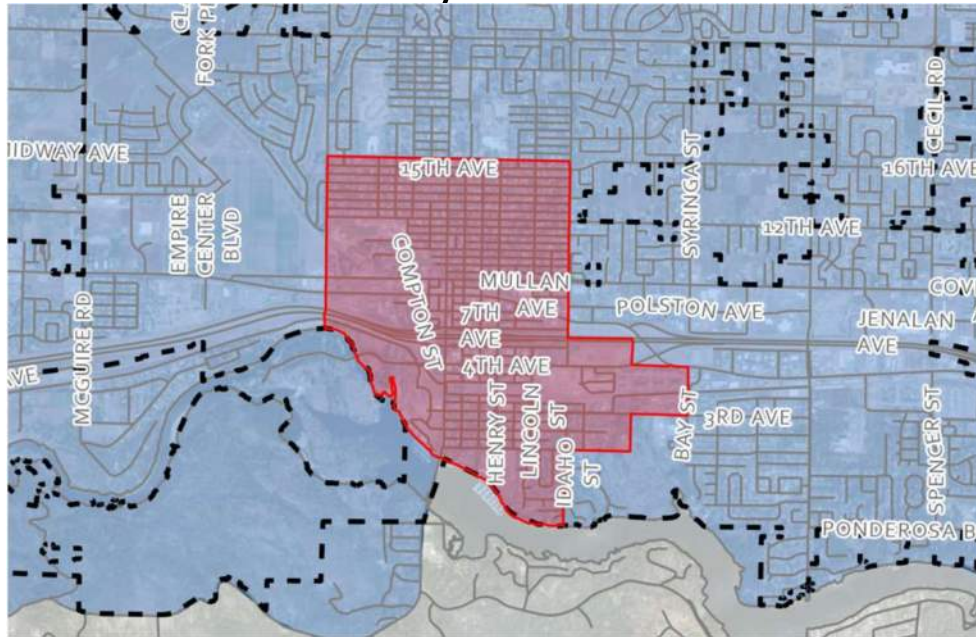


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Consider a City Center Fee Zone



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Vehicle Trip Growth Forecast

Post Falls Travel Demand Forecasts, 2020-2035: Planning Area

PM Peak Hour - Home Based Trip-ends	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core	2,718	3,026	3,640	1.87%	614	16.9%
Rest of Post Falls Area	16,546	20,209	27,537	3.14%	7,328	26.6%
Total Post Falls Area	19,264	23,235	31,177	2.98%	7,941	25.5%

PM Peak Hour - Non-Home Based Trip-ends	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core	4,437	4,905	5,842	1.76%	937	16.0%
Rest of Post Falls Area	24,384	30,399	42,431	3.39%	12,032	28.4%
Total Post Falls Area	28,821	35,305	48,273	3.18%	12,968	26.9%

PM Peak Hour Total Trip-ends*	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core Area	7,155	7,931	9,482	1.80%	1,551	16.4%
Rest of Post Falls Area	40,930	50,608	69,968	3.29%	19,360	27.7%
Total Post Falls Area	48,085	58,540	79,450	3.10%	20,909	26.3%

Source: KMPD travel demand model for Post Falls, analysis by Iteris 1/22/2025.

* numbers may not add exactly due to rounding.

Source: Post Falls Model, Iteris, Jan. 22, 2025.

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Vehicle Trip Growth: Core vs Rest of City

PM Peak Hour Vehicle Trip-end Growth, 2025-2035				
	Home Based	Non-Home Based	Total	% Dist.
Core Area	614	937	1,551	7%
Rest of Post Falls Area	7,328	12,032	19,360	93%
Total	7,942	12,969	20,911	100%

Source: KMPO travel demand model for Post Falls, analysis by Iteris 1/22/2025.

Source: Post Falls Model, Iteris, Oct 31, 2024.

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Multimodal Growth Assumptions (For standalone facilities not included in transportation or parks)

Person-Trip Conversions

Development Type	ITE Unit of Code Measure	Average Daily Vehicle Trip Ends	Pass-by Trip Reduction Factor	New PM Peak Hour Vehicle Trip Ends	Person Trip Conversion Factor	Average Daily Person Trip Ends
Single Family Detached Housing	210 Dwelling Units	9.43	1.00	9.43	1.68	15.84
Multifamily (Low-Rise)	220 Dwelling Units	6.74	1.00	6.74	1.68	11.32
Mobile Home	240 Dwelling Units	7.12	1.00	7.12	1.68	11.96
Other (non Residential)	Person Trip					1.00

Source: ITE, Trip Generation Manual, 11th Edition. Person trip conversion factor of 1.68 from U.S. Department of Transportation, 2017 National Household Travel Survey.

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Multimodal Facility Trip Growth Forecast (trips not taken by motor vehicles)

Proj. Average Daily Multimodal Trip-ends, 2025-2035 (People Not in Vehicles)			
	Home Based	Non-Home Based	Total
<i>Person Trip Factors</i>	<i>1.68</i>	<i>1.0</i>	
Core Area	3,540	-	3,540
Rest of Post Falls Area	42,224	-	42,224
Total	45,764	-	45,764

Source: calculated as difference between total vehicle trips and person-trips.

Source: derived from prior tables using PF model and person trip factors.

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Transportation and Multimodal Issues & Alternatives

Issue for Discussion	Current Policy	Status Quo (Alt. 1)	Other Alts. (Alt. 2)	Considerations	DRAFT Consultant Recommendation
Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program	Plan-based system approach for Transportation; Incremental expansion approach for Multimodal	Maintain Current Policy with updated cost estimates	Plan-based system CIP cost of capacity improvements for both transportation and multimodal improvements	A CIP approach (Alt. 2) would likely yield most accurate cost basis	<i>Alt. 2 if based on current adopted Transportation System Plan and CIP</i>
Project Classifications	Based on functional classification of streets and multimodal pathways	Maintain Current classifications	May consider adding new classification for public vs. private construction (might entail lower unit-costs and ROW costs for private construction)	Need to ensure that ROW and design standards are consistently applied	<i>Alt. 2 if based on current adopted Transportation System Plan and CIP</i>
Level of Service Assumptions	No stated LOS policy that deviates from current LOS calculation	Maintain current policy for streets; multimodal facilities (miles per capita)	LOS based on volume/capacity ratios at intersections where improvements are planned, plus LOS based on miles per capita for multimodal	Alt. 2 requires traffic modeling data underway	<i>Alt. 2 if based on current adopted Transportation System Plan and CIP</i>
Single vs. Two-Zone Service Area	City currently has one overall impact fee service area	Maintain current policy with one service area	Provide two service areas	Alt. 2 requires additional data regarding trip generation by subarea	<i>Consider both Alts 1 and 2 in Impact Fee Report</i>

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Transportation and Multimodal Issues & Alternatives

Issue for Discussion	Current Policy	Status Quo (Alt. 1)	Other Alts. (Alt. 2)	Considerations	DRAFT Consultant Recommendation
Impact Fee Cost Allocation	Fees are based on hybrid calculation using ITE 10th Gen. Handbook and growth forecasts of housing units and non-res floor area (Sq.Ft.)	Update Current Methodology using KMPO data and Post Falls Model (Appendix E)	City could amend ITE trip link reduction factors and multimodal person trip factors for selected land use types (see Appendix E)	Alt. 2 relies upon combination of local, regional and national trip data	<i>Alt. 2 if based on current adopted Transportation System Plan and CIP</i>
Residential and Non-Residential Customer Charges	City currently assesses transportation & multimodal impact fees on all development	Maintain current policy, which relies upon hybrid trip generation assumptions by land use type	Consider KMPO vs. ITE 11th Gen. Handbook trip rates, reduction factors and person trip conversion factors (see Appendix E)	Alt. 2 allows for additional land use development classifications (see Appendix E)	<i>Alt. 2 (requires city input and discussion)</i>
Impact Fee Credit Procedures	Standard Credit Policies apply	Maintain current policy	Consider changes in allowable credits based on decision regarding project cost assumptions (see above)	Need to ensure that ROW and design standards are consistently applied	<i>Alt. 2 (requires city input and discussion)</i>
Exemptions	None	Maintain current policy	N/A	N/A	<i>Alt. 1</i>



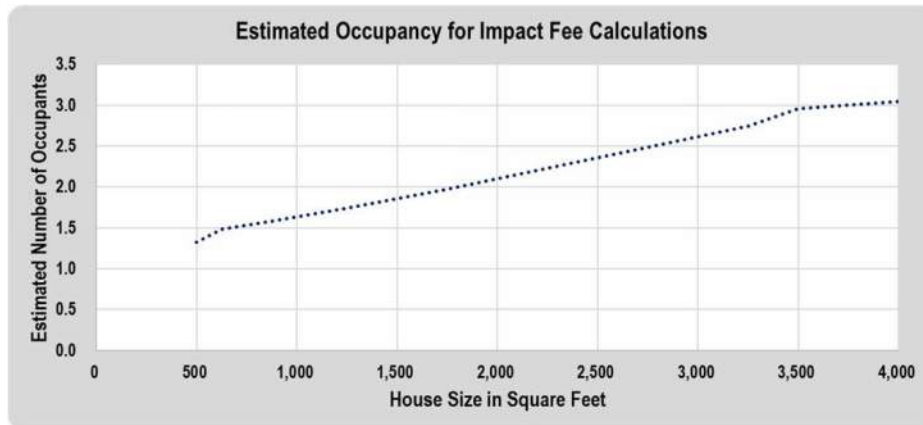
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Scale by Home Size

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Fee Scaling by Home Size

Census data depicts a statistical relationship between homes size and number of occupants. Max occupancy occurs at approx. 3,500 sq.ft.



Source: U.S. Census Bureau, American Housing Survey.

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Current Impact Fees with Scaling, Example

Scaled Impact Fee per Dwelling Assumptions: Current Fees in Post Falls

Current Impact Fee	Single Family	Multifamily	All Housing
Impact Fees per Dwelling (Avg.)	\$ 12,265	\$ 8,561	
Average residents per Dwelling*	2.92	2.29	2.75
Avg. Dwelling Size**	2,615	1,175	1,877
Impact Fee per New Resident (Avg.)	\$ 4,206	\$ 3,746	

* Based on U.S. Census estimates for City of Post Falls, 2022, 5-year avg.

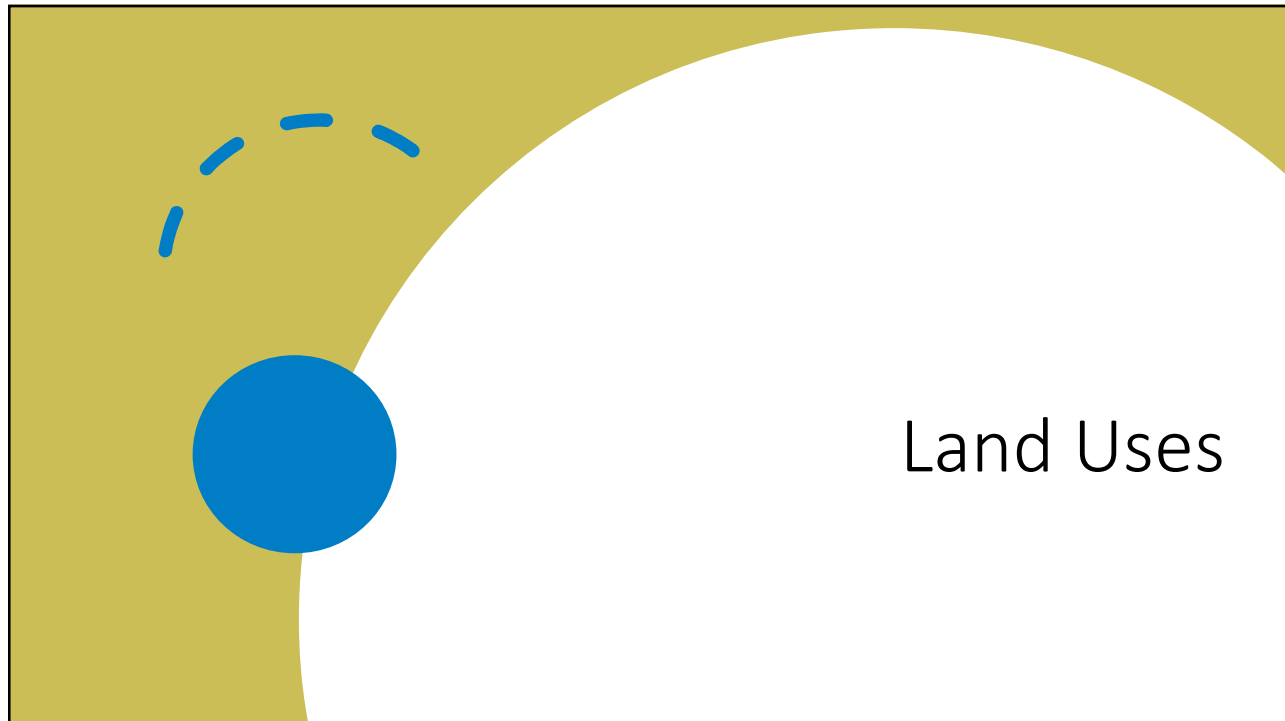
** Based on approved new dwellings: 2017-2024, City of Post Falls Planning Dept.

Scaled Impact Fees by Home Size	Single Family Housing Type Examples					
Development Characteristics	ADU	Cottage	Townhome	Alley Loaded Detached	Standard Detached	Estate
Avg. House size in square feet	650	1,250	1,350	1,725	2,615	3,500
Implied average occupancy	0.72	1.39	1.51	1.92	2.92	3.05
Calculated SDC	\$3,049	\$5,863	\$6,332	\$8,091	\$12,265	\$12,834
average cost per SF	\$4.69	\$4.69	\$4.69	\$4.69	\$4.69	\$3.67
Change from Current Fee	\$3,049	(\$6,402)	(\$5,933)	(\$4,174)	\$0	\$569
No current fee						
Current Impact Fees for Multifamily Dwelling Units	\$8,561					
Current Impact Fees for Single Family Dwellings	\$12,265					

Fees scaled by Home size would vary by housing type

Multi-family fees charged by Unit not SF

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Existing Land Use Categories	Recommend Land Use Categories
Single Family (per each dwelling unit)	Single Family (by the square foot of heated floor area, not including garage/shop)
Multifamily Residential (per each dwelling unit)	Multifamily Residential (per each dwelling unit)
Commercial/Shopping Center (per square foot)	Commercial/Shopping
Office (per square foot)	Center/Service/Restaurant/Office/Medical Office (by the square foot)
Light Industrial (per square foot)	Light Industrial/Manufacturing/Distribution (by the square foot)
Manufacturing (per square foot)	Warehousing/Storage/Self-Storage (by the square foot)
Warehousing (per square foot)	
Mini-Warehousing (per square foot)	
Elementary School (per square foot)	School/Day Care/Church ¹ (by the square foot)
Middle School (per square foot)	
High School (per square foot)	
Day Care (per square foot)	
Church (per square foot)	
Assisted Living (per square foot)	Assisted Living/Nursing Home (by the square foot)
Nursing Home (per square foot)	
Recreation Community Center (per square foot)	Indoor recreation ² (by the square foot)
Hotel (per room)	Hotel (per each room)
Hotel (per square foot)	

1. Consider if church should be separate fee.
2. Consider the goal of this fee. Many smaller recreational uses end up in commercial bldgs.

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Annual Escalation

- Escalate annually based on reputable, published index
- Engineering News Record Construction Cost Index, etc
- Allows fees to increase with inflation
- Allows development community to estimate future fees

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Next Steps

- Phase 2
 - Finalize Impact Fee CIPs
 - Calculate fees
 - Prepare study
 - Adopt CIPs
 - Adopt Report
 - Adopt Fee Schedule

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Discussion

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April 25, 2025

To: Bob Seale, Community Development Director
 From: Todd Chase and Eli Jamieson, FCS
 CC: Post Falls Impact Fee Advisory Committee, Melissa Cleveland (Welch Comer Engineers)

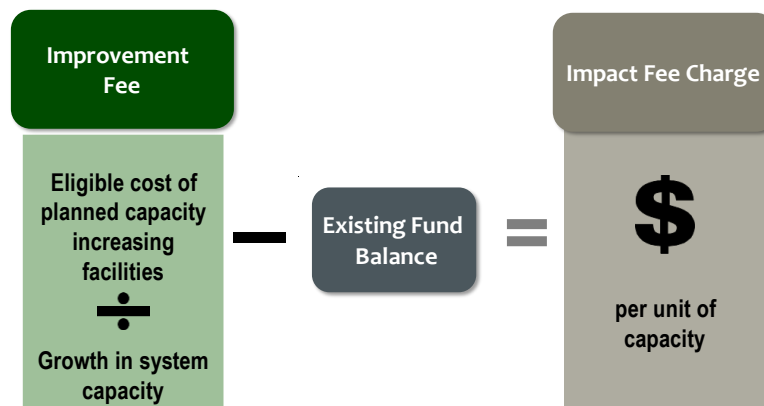
**RE: Impact Fee Growth Assumptions and Policy Alternatives:
 Discussion REVISED**

INTRODUCTION

The City of Post Falls (City) imposes impact fees to provide partial funding for the capital needs of its parks facilities, public safety, and transportation systems. To provide a legal and defensible impact fee, the City contracted with Welch Comer, Iteris, and FCS to update the methods for calculating its Police, Parks and Transportation development impact fees. These new fees are expected to be adopted in year 2025.

This memorandum focuses on methods and assumptions for estimating the growth in system demand, which serves as the denominator in the impact fee calculation. A simplified illustration depicting how impact fees are calculated is shown in **Exhibit 1**. Impact fees are determined by dividing the eligible portion of capacity increasing projects (planned capital costs net of fund balances) by the planned growth in the user base.

Exhibit 1: Impact Fee Calculation



In addition, we have included an overview of the legal requirements per of the legal requirements per Idaho Development Impact Fee Act, title 67, chapter 82, Idaho Code. This memorandum also provides context of the City's current impact fees which are based on the prior *2021 Post Falls Capital Improvement Plan and Development Impact Fee Report*. Recommended approaches that the City may rely upon when updating its impact fee methodology for parks, public safety, and transportation are also identified.

IDAHO DEVELOPMENT IMPACT FEE ACT REQUIREMENTS

Title 67, Chapter 82 of the Idaho Code, also known as the *Idaho Development Impact Fee Act* ("IDIFA"), authorizes public agencies in Idaho to impose impact fees on development. Section 67-8202 of the Idaho Code establishes the following purposes for IDIFA:

1. *Ensure that adequate public facilities are available to serve new growth and development.*
2. *Promote orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the cost of new public facilities needed to serve new growth and development;*
3. *Establish minimum standards for the adoption of development impact fee ordinances by governmental entities;*
4. *Ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of public facilities needed to serve new growth and development and to prevent duplicate and ad hoc development requirements; and*
5. *Empower governmental entities to adopt ordinances to impose development impact fees.*

Section 67-8207 of the Idaho Code requires impact fee calculations to consider:

- *The cost of existing system improvements, and the means by which those improvements have been financed.*
- *The extent to which new development has contributed or will contribute to the cost of system improvements, both existing and future.*
- *The extent to which the new development should be credited for providing system improvements, without charge to other properties within the service area or areas;*
- *Extraordinary costs, if any, incurred in serving the new development;*
- *The time and price differential inherent in a fair comparison of fees paid at different times; and*
- *The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation.*

POST FALLS CURRENT IMPACT FEES

Authorizing Legislation

The City's current impact fees were established by Ordinance 1484 on April 4, 2023. The City's authorizing ordinance states that *"all impact fees shall be based on a reasonable and fair formula or method in which the fee imposed does not exceed a proportionate share of the cost incurred by the city in the provision of system improvements to serve the new development."*

Post Falls's current impact fees are consistent with Idaho statutes. Specifically, Title 67, Chapter 82, Development Impact Fees states that the purpose of impact fees are to *"ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of public facilities needed to serve new growth and development and to prevent duplicate and ad hoc development requirements."*

Current Fee Structure

The City's current impact fee structure includes a citywide fee for parks, public safety (police), streets (transportation), and multimodal. Impact fees are currently separated between residential and non-residential land uses. Residential units are charged per housing unit while non-residential units are charged per square foot of building floor area. **Exhibit 2** summarizes the City's current impact fees.

Exhibit 2: Post Falls Current Impact Fees

	Parks	Public Safety	Streets	Multimodal
Residential (per housing unit)				
Single-Family	\$ 6,444.00	\$ 1,260.00	\$ 3,174.00	\$ 1,387.00
Multi-Family	\$ 4,797.00	\$ 937.00	\$ 1,795.00	\$ 1,032.00
Non-Residential (per sq. foot)				
Commercial/Shopping Center	N/A	\$ 1.24	\$ 6.34	\$ 1.36
Office	N/A	\$ 0.49	\$ 2.48	\$ 0.53
Light Industrial	N/A	\$ 0.25	\$ 1.26	\$ 0.28
Manufacturing	N/A	\$ 0.20	\$ 1.00	\$ 0.22
Warehousing	N/A	\$ 0.09	\$ 0.45	\$ 0.10
Mini-Warehouse	N/A	\$ 0.08	\$ 0.39	\$ 0.09
Elementary School	N/A	\$ 0.64	\$ 3.28	\$ 0.70
Middle School/Junior High	N/A	\$ 0.66	\$ 3.39	\$ 0.74
High School	N/A	\$ 0.47	\$ 2.36	\$ 0.52
Day Care	N/A	\$ 1.57	\$ 8.00	\$ 1.71
Church	N/A	\$ 0.35	\$ 1.77	\$ 0.39
Assisted Living	N/A	\$ 0.21	\$ 1.06	\$ 0.23
Nursing Home	N/A	\$ 0.33	\$ 1.69	\$ 0.36
Recreational Community Center	N/A	\$ 1.44	\$ 7.34	\$ 1.58
Hotel (per room)	N/A	\$ 416.12	\$ 2,128.11	\$ 455.63
Hotel (per sq. foot)	N/A	N/A	N/A	N/A

Source: City of Post Falls FY24 Fee Schedule

The methodology for calculating the City's current impact fees was last updated in 2021 based on the Post Falls *Capital Improvement Plan and Development Impact Report*. The prior methods used to calculate the current impact fees are summarized below in **Exhibit 3**.

Exhibit 3: Post Falls Current Impact Fee Methodology

	Parks	Public Safety	Streets	Multimodal Paths
Current Calculation Method	Incremental expansion approach based on park land, amenities, and indoor recreation space	Incremental expansion approach based on police facilities and communication infrastructure	Plan-based system capacity improvements	Incremental expansion approach based on linear feet of trails
Unit of Growth (10 year forecast)	Projected population	Projected population and vehicle trips	Projected vehicle trips	Projected population and vehicle trips

Source: 2021 Capital Improvement Plan and Development Impact Fee Report, Tischler Base.

PARKS IMPACT FEE GROWTH ASSUMPTIONS

There are generally two types of impact fee eligible parks projects: (1) new park facilities and improvements that are required to serve new growth and development; and (2) other capital projects that serve a mix of existing and future park users (i.e., rehabilitation and/or expansion of existing parks). The following narrative provides details regarding the assumptions that will be used to calculate growth denominator in the equation above.

Parks Level of Service

In 67-8204(2), the State of Idaho mandates impact fees to be calculated using a level of service (LOS) approach. The City separates parks into two classifications: **Level One parks** (policy LOS = six acres per 1,000 population); and **Level Two parks** (policy LOS = ten acres per 1,000 population). Level One parks are typically active, developed parks. Level Two parks are passive, natural parks. The current LOS policy for parks is shown in **Exhibit 4** along with the prior year 2022 estimated average capital value of parks per acre.

Exhibit 4: Post Falls Parks Level of Service, Adopted Policy, 2022

Level of Service: adopted policy	Acres	Service Unit	Value per Acre
Level 1 Parks	6	1,000 persons	\$ 147,000
Level 2 Parks	10	1,000 persons	\$ 87,000

Source: 2022 Capital Improvement Plan and Development Impact Fee Report Update, Tischler Base

To update the existing parks LOS estimates, FCS evaluated the current acreage of developed parks acres compared to current population estimates for the City of Post Falls. The estimated 2025 population in the City is estimated at 48,961. For the parks calculations, the City population is used, rather than the planning area.

As shown in **Exhibit 5**, Post Falls currently has 5.2 acres of Level One parks per 1,000 residents and 13.8 acres of Level Two parks per 1,000 residents. Hence, the City is below the adopted LOS policy of 6 acres per 1,000 people for Level One parks; and over the adopted policy of 10 acres per 1,000 people for Level Two parks. In total, Post Falls operates above the adopted LOS policy of 16 acres since it currently has 19.1 acres of existing developed parks per 1,000 residents.

Based on the existing LOS for parks and future population growth forecast, this preliminary analysis indicates that the City can expect to fund up to 343 acres of additional parks with impact fees.

Exhibit 5: Level of Service Estimates and Future Parks Needs

Prelim. Post Falls Parks Level of Service & Future Needs (acres)

Park Facility Classification	Total Acres	2025 Current	
		Policy LOS*	LOS*
Level 1 Parks	255.4	6.0	5.2
Level 2 Parks	677.6	10.0	13.8
All Parks	933.0	16.0	19.1

Source: Appendix A.

* Level of Service (LOS) = park acres per 1,000 residents.

Future Park Land Needs based on LOS	Net New Population	Additional Parks acres @ Policy LOS	Additional Parks Acres @ Current LOS	Impact Fee Eligible Parks Acres
Proj. Change in Pop: 2025 to 2035	22,552			
Additional Level 1 Parks (acres)		135	118	118
Additional Level 2 Parks (acres)		226	312	226
Combined Parks (acres)		361	430	343

Source: City and KMPO (population estimates & forecasts) and City of Post Falls (acres)

LOS = park acres per 1,000 residents.

2025 City pop estimate:	48,961
2035 City pop forecast:	71,513
Projected Change in Population:	22,552

Parks Impact Fee Growth Assumptions

Future forecasts of population, housing, and employment serve as the basis for estimating the growth share for parks impact fees. Population trends and forecasts by the Kootenai County Metropolitan Planning Organization (KMPO) were evaluated to arrive at a 10-year growth forecast.

As shown in **Exhibit 6**, KMPO forecasts are for 2020-2035, and estimates are interpolated for interim years. The City's service area (or planning boundary) population is expected to increase from 54,680 residents in 2025 to 79,045 by 2035. Similarly to the statement above, the population estimates for 2025 are higher in the service area (planning boundary) than the city limits.

KMPO forecasts for the Post Falls service area assume that the growth rate for dwelling units will increase at about the same rate as population – increasing from 19,969 dwellings in 2025 to 30,090 by 2035.

Employment growth forecasts assume the number of employees working inside the City planning area will increase from 14,114 employees in 2025 to 19,414 by 2035.

Additional analysis is provided for the downtown Core area versus the remainder of Post Falls. Such information is required if the City decides to vary its impact fees by subarea of the City.

Future growth within the planning area is also evaluated for the central Core Area of the City, which is depicted below. In general, the Core Area is growing much slower than the remainder of the Post Falls service area.

Exhibit 6: Population, Housing and Employment Forecast, City of Post Falls

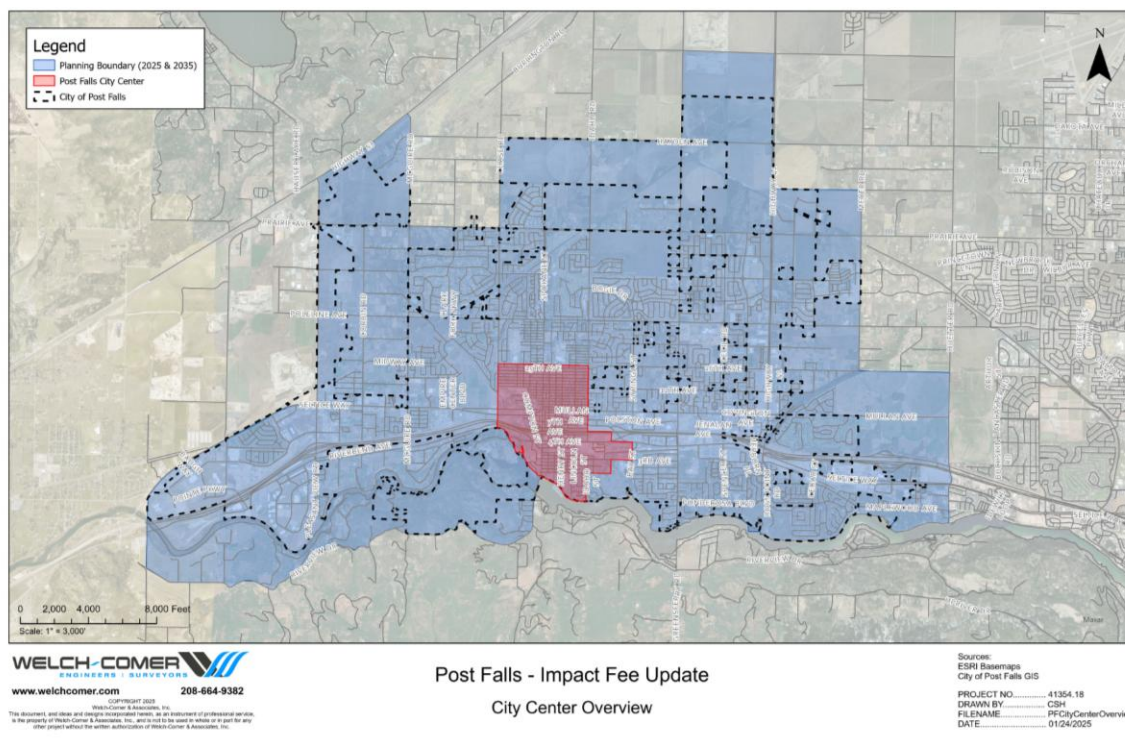
Post Falls Growth Forecasts: 2020-2035

Post Falls Total	2025	2025	2035	2035	Post Falls City		
	Post Falls City	Post Falls Planning Area	Post Falls City	Post Falls Planning Area	AAGR: 2025-2035	Change: 2025-2035	Growth Share
Population	48,961	54,680	71,513	79,045	3.86%	22,552	31.5%
Dwelling Units	18,638	19,969	27,223	30,090	3.86%	8,585	31.5%
Employees	12,638	14,114	17,383	19,414	3.24%	4,746	27.3%

Core Area Only	2025	2035	Post Falls City		
	Post Falls City	Post Falls City	AAGR: 2025-2035	Change: 2025-2035	Growth Share
Population	5,273	7,267	3.26%	1,994	27.4%
Dwelling Units	2,005	2,763	3.26%	758	27.4%
Employees	1,835	2,076	1.24%	241	11.6%

Non-Core Area	2025	2025	2035	2035	Post Falls City		
	Post Falls City	Post Falls Planning Area	Post Falls City	Post Falls Planning Area	AAGR: 2025-2035	Change: 2025-2035	Growth Share
Population	43,688	49,407	64,246	71,778	3.93%	20,558	32.0%
Dwelling Units	16,633	17,964	24,460	27,327	3.93%	7,827	32.0%
Employees	10,803	12,279	15,307	17,338	3.55%	4,505	29.4%

Source: City of Post Falls Future Growth Projections 4/22/2025.



Non-Residential Parks Customer Growth

The City may consider expanding the parks impact fee charge to include non-residential uses (such as RV Parks, lodging facilities and other commercial uses). This would require a "parks usage allocation" to be calculated for both residential and non-residential parks users. The method for estimating residential and non-residential parks usage is based on hours of parks operation and resulting availability to residents and employees, as described below.

Based on U.S. Census data, there were 3,531 Post Falls residents that worked within the City and 13,458 residents that worked outside the City limits in 2021 (most current data available). There were also 10,026 people that traveled into the City to work at local establishments (**Exhibit 7**). Note, the employment estimates shown in Exhibit 7 are slightly different than the data presented in Exhibit 6 because Exhibit 6 is a 2025 estimate using KMPO data and Exhibit 7 relies on 2021 Census data.

Exhibit 7: Post Falls Employment Inflow/Outflow Analysis, 2021

2021 Inflow/Outflow Analysis	People Living Inside City	People Living Outside City	Total
People Working Inside City	3,531	10,026	13,557
Residents Working Outside City	13,458		
Not Working	23,119		
Total	40,108	10,026	

Source: US Census Bureau: OnTheMap Application, Census Table P1

For analysis purposes, it is assumed that parks are available for use by residents that live and work in Post Falls for an average of 44 hours per week; and an average of 34 hours per week for residents that work outside the City. For non-residents working inside Post Falls, it is assumed that parks are only available for 28 hours a week as shown in **Exhibit 8**.

Exhibit 8: Park Availability Per Person

Hours per Week of Park Availability Per Person, Res. & Non-Res. Demand*	Hours per week Residential Demand	Hours Per Week Non-Residential demand*
Working Inside City (4 hrs per weekday & 12 hrs per weekend day)	44	28
Working Outside City (2 hrs per weekday & 12 hrs per weekend day)	34	-
Not Working (12 hrs per day x 7 days per week)	84	-

* Non-res parks availability assumes 4 hours per weekday x 7 days per week).

As shown in **Exhibit 9**, based on these assumptions, there are approximately 2.5 million hours per week of park availability provided for all residents of Post Falls and 280,728 hours per week of parks availability provided for all non-residents working in Post Falls. This equates to a daily average of approximately 9.14 hours of parks availability per day for residents and 3.0 hours per day for non residents. The ratio of non-residential employees to Post Falls population is 0.251 and there are 2.749 people per dwelling unit. Therefore, on average one dwelling unit generates parks demand that equates to 8.4 jobs (equivalent service units or ESUs).

Exhibit 9: Average Park Demand per Dwelling Unit and per Job

Total Hours per Week of Park Availability	Residential hours	Non-residential hours	Total Hours
Working Inside City	155,364	280,728	436,092
Working Outside City	457,572		457,572
Not Working	1,933,092		1,933,092
Total	2,546,028	280,728	2,826,756
a) Park Hours per resident	64		
b) Park Hours per non-resident employee		21	
c) Equivalent Non Res. Unit of Demand per resident (b / a)			0.325
d) Non-Res Employees Per Pop.			0.251
e) Average persons per Dwelling Unit			2.749
f) Non-Res parks demand (jobs per DU) (=1/c x e)	8.448 jobs = 1 Dwelling (parks demand)		
g) Non-Res parks demand per capita (=f/e)	3.074 jobs = 1 local resident		

Source: US Census Bureau 2021 : OnTheMap Application, Census Table P1; and stated assumptions.

The non-residential ESU factor can be used to estimate Parks impact fees based on projected changes in jobs associated with various types of non-residential developments.

Parks Demand based on Visitation

Future growth and development of overnight accommodations (i.e., RV parks, hotels, motels, B&Bs) is expected to create additional park user demand. Based on the current inventory of overnight facilities (see Appendix A-2) there are a total of 929 existing overnight rooms/units (RV park sites and lodging rooms) in the City, and the current park user demand from “overnight visitors” is estimated at 1,990 visitors per year **(Exhibit 10)**.

Note, these estimates rely upon regional visitation survey results provided by Longwoods International and occupancy estimates by STR.COM. New developments are expected to add another 450 additional units by 2035. This increase is expected to support another 964 overnight parks users by 2035 – this results in a 33% growth share calculation **(Exhibit 10)**.

Exhibit 10: Average Park Demand from Overnight Visitors

Post Falls Overnight Visitation Estimates	2025	2035	AAGR	Change
Total RV and Lodging Units ¹	929	1,379		
Average Annual Occupancy ²	63.0%	63.0%		
Average People Per Unit ³	3.40	3.40		
Avg. Daily Park Users per Unit (Occupancy × People Per Unit)	2.14	2.14		
Average Number of Overnight Visitors Per Day	1,990	2,954	4.22%	964
Growth Share				33%

¹ City of Post Falls RV and lodging overnight facility estimates, see Appendix.

² Source : STR.com, January 2024, National Average.

³ Source: Longwoods International, Idaho 2021 Visitor Report.

PUBLIC SAFETY IMPACT FEE GROWTH ASSUMPTIONS

Public Safety impact fees utilize the same general methodology described in the parks section. That is, the capital costs for planned projects (improvements over the next 10 years) are divided by the growth in units of demand.

Proportionate Share Analysis

The first step in the public safety impact fee calculation entails an estimate of public safety demand based on residential and non-residential development categories. This requires an understanding of the availability of public safety services to residential and non-residential “customers.” Population and employment estimates for residential and non-residential customers are based on current *Census On-The-Map* data, adjusted to 2025 KMPO population and employment estimates.

The average daily public safety service hours of demand described below are consistent with the prior adopted 2021 Post Falls impact fee methodology.

As shown in the following exhibit, a total of 24 hours per week is available for non-working residents. It is assumed that there are 14 hours per week of service availability applied to Post Falls residents that are working inside or outside the city, and 10 hours of service availability per week

applied to non-resident workers that commute into the city. **Based on this functional population analysis, the proportionate demand for public safety infrastructure is allocated as follows: 87.6% residential development; and 12.4% non-residential development** (see Exhibit 11).

Exhibit 11:

Post Falls Public Safety Proportional Share Factors

				Demand (Hours/Day)	Person Hours	Proportionate Share
Residential						
	City Population, 2025 est.	48,961				
	Residents, Not Working	57.6%	28,222	24	677,329	
	Employed Residents, Working in City	8.8%	4,310	14	60,346	
	Employed Residents, Working Outside City	33.6%	16,429	14	230,000	
	Subtotal	100.0%	48,961		967,674	87.6%
Non-Residential						
	Jobs in Post Falls, 2025 est.	12,638				
	Employed Residents, Working in City		4,310	10	43,104	
	Non-Residents, Working Inside City	74.0%	9,346	10	93,462	
	Subtotal		13,657		136,566	12.4%
	Total				1,104,241	100.0%

Source: US Census Bureau: OnTheMap Application, Census Table P1, 2021; adjusted to estimated 2025 population.

Public Safety Level of Service

The *Post Falls Facility Assessment report, 2021* provides a basis for estimating current inventory of facilities for:

- Police station (SF)
- Support facilities (SF)
- Vehicle maintenance facility (SF)
- Storage facility (SF)
- Parking area (SF)
- Wireless antenna network (sites)
- Communications facilities (sites)

A summary of current facilities is provided in **Exhibit 12**.

Exhibit 12: Existing Public Safety Facility Inventory, 2024-25

Facility Name	Category	Inventory	Units	Year Built	Original Cost	Annual CCI Index to 2025\$ ⁴	Escalation Years to 2025	Index Factor	Estimated Replacement Cost, 2025\$	Notes
Police Station HQ	Buildings	25,900	SF	2003	\$5,900,000	3.54%	22	2.15	\$12,680,000	1, 2
Animal Shelter	Buildings	3,500	SF	2017	\$380,000	4.74%	8	1.45	\$550,000	1, 2
Vehicle Maintenance Facility	Buildings	4,000	SF	2003	\$370,000	3.54%	22	2.15	\$800,000	1, 2
Storage Facility	Buildings	2,400	SF	2017	\$380,000	4.74%	8	1.45	\$550,000	1, 2
Fleet, Employee & Visitor Parking	Parking	24,000	SF	varies						1
Wireless Antenna Network	COM NET	47	Sites	varies	\$13,600	3.55%	17	1.81	\$20,000	2, 3
Mobile Data 700 MHz Facility	COM FAC	1	Site	2008	\$215,000	3.55%	17	1.81	\$390,000	2
Blossom Mtn. Com. Facility	COM FAC	1	Site	2006	\$550,000	3.54%	19	1.94	\$1,070,000	2
North Communication Facility	COM FAC	1	Site	2016	\$262,400	4.76%	9	1.52	\$400,000	2

Notes:

1. Derived from Post Falls Facilities Needs Assessment, 2021.
2. Derived from Post Falls CIP and Development Impact Fee Report, 2021. * Derived from Seattle ENR CCI.
3. Escalation rates based on Engineering News Record, Construction Cost Index, Seattle Region, multiple years.
4. Escalation base year assumed to equal average construction date: year 2008.

Summary of Existing Public Safety Facilities, 2024-25

Facility Type	Inventory	Units	Replacement Cost	Replacement Cost Per Unit
Buildings	35,800	SF	\$14,580,000	\$407.26
Parking*	24,000	SF	\$720,000	\$30.00
COM NET	47	Sites	\$20,000	\$425.53
COM FAC	3	Sites	\$1,860,000	\$620,000

Source: derived from prior tables. * Cost allowance for parking.

Current LOS for public safety facilities considers the existing facility inventory and estimated allocation of service requirements between residential and non-residential users. LOS for residential growth is calculated per 1,000 residents. Non-residential LOS is calculated based on 1,000 SF of non-residential building floor area.

As indicated in **Exhibit 13**, a separate LOS is estimated for four primary types of facilities: buildings, parking, communication networks (antenna sites) and communications facilities (sites). A preliminary estimate of impact fee eligible costs can be made using these LOS estimates, facility replacement costs and future growth assumptions.

Exhibit 13: Existing Public Safety Facility Inventory, 2024-25**Public Safety Facility Requirements and Impact Fee Eligible Cost to Address Growth**

Facility Type	Existing Inventory (2025)		Res. %	Non-Res. %	Current Res. LOS*	Non-Res. LOS**	Future Units (2035)	Net New Units Needed by 2035	Impact Fee Eligible Cost
	Units	SF							
Buildings	35,800	SF	87.63%	12.37%	641	0.50	50,853	15,053	\$ 6,130,000
Parking	24,000	SF	87.63%	12.37%	430	0.33	34,091	10,091	\$ 303,000
COM NET	47	Sites	87.63%	12.37%	0.84	0.00065	66.8	19.8	\$ 8,000
COM FAC	3	Sites	87.63%	12.37%	0.05	0.00004	4.3	1.3	\$ 782,000
Total									\$ 7,223,000

Source: derived from prior tables.

* Residential Level of Service in units per 1,000 people in Post Falls Planning Area.

** Non-residential Level of Service depicted in units per 1,000 SF of new non-res. development floor area.

Residential Growth

Using estimates from KMPO, U.S. Census and actual City housing permit data for single and multi-family homes, the current and projected number of dwelling units can be determined. As shown in **Exhibit 14**, there are an estimated 18,638 dwelling units in 2025.

Housing units are projected to increase to 27,223 dwellings by 2035. The increase in residential growth is forecasted to require 8,585 additional housing units, including approximately 5,823 new single-family homes and 2,762 multifamily units between 2025 and 2035. This would result in an average growth share of 32% for residential development (8,585 units / 27,223 units).

Note, these dwelling unit projections may differ from the City's separate housing needs assessment. The studies have different purposes and different planning boundaries.

Exhibit 14: Projected Dwelling Units in City of Post Falls, 2020-2035**Forecast based on 2018 base year & new permits issued (2020-2023) and KMPO forecasts to 2035**

Dwelling Units	2020	2021	2022	2023	2024	2025	2035
Single Family	11,407	11,859	12,125	12,413	12,800	13,233	19,056
Multi-Family/Other	4,074	4,467	4,758	5,005	5,228	5,405	8,167
Total	15,481	16,326	16,883	17,418	18,028	18,638	27,223

Source: City of Post Falls, 2021 Development Impact Fee Report, adjusted based on City issued permits, KMPO 2035 estimates.

Non-Residential Growth

The City plans to continue its practice of assessing non-residential impact fees based on square footage of building floor area. Using KMPO employment growth forecasts and prior estimates of non-residential floor area, a forecast of future net new non-residential floor area growth is determined. As depicted in **Exhibit 15**, there is an estimated 8.9 million SF of non-residential

building area in the City in 2025. Based on KMPO job growth forecasts, an additional 1.2 million SF is expected to be added by 2035. This would result in an average growth share calculation of 12% for non-residential development (1,213,000 SF / 10,131,000 SF).

Exhibit 15:

Non-Residential Building Floor Area (000 SF), Post Falls, 2020-2035							
	2020	2024	2025	2035	AAGR: 2025- 2035	Change: 2025- 2035	Avg. Increase
Commercial/Retail	3,335	3,789	3,911	4,443	3.24%	655	65.5
Office/Institutional	2,213	2,514	2,595	2,948	3.24%	353	35.3
Industrial/Flex	2,056	2,336	2,411	2,739	3.24%	328	32.8
Total	7,604	8,638	8,918	10,131	3.24%	1,213	133.6

Sources: City of Post Falls, and KMPO employment growth rates.

TRANSPORTATION IMPACT FEE GROWTH ASSUMPTIONS

Transportation impact fees use the same general methodology described earlier. That is, capital costs for planned impact fee eligible projects (improvements over the next 10 years) is divided by the growth in units of demand, in this case, growth in vehicle trips.

Current KMPO travel demand modeling assumptions for the Post Falls service area were compiled by Iteris. The growth analysis was made for two zones: Core area of City; and remainder of service area. Preliminary findings indicate that between 2025 and 2035 *average weekday peak-hour vehicle trips* are projected to increase by 20,90 trips – based on trip-ends that either originate or terminate in Post Falls (**Exhibit 16**). This would result in an overall growth share percentage of 26.3%.

Between 2025 and 2035, *average daily vehicle trips* are projected to increase by 177,199 trip-ends based on trips that either originate or terminate in the Post Falls service area. This would also result in a growth share percentage of 26.3%.

If the City opts to include two separate transportation impact fee zones, it could vary the growth share percentage by location. This would result in a higher 27.7% growth share outside the core area and a lower growth share of 16.4% within the core area.

Exhibit 16: Projected Growth in Vehicle Trips, 2020-2035

Post Falls Travel Demand Forecasts, 2020-2035: Planning Area

PM Peak Hour - Home Based Trip-ends	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core	2,718	3,026	3,640	1.87%	614	16.9%
Rest of Post Falls Area	16,546	20,209	27,537	3.14%	7,328	26.6%
Total Post Falls Area	19,264	23,235	31,177	2.98%	7,941	25.5%

PM Peak Hour - Non-Home Based Trip-ends	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core	4,437	4,905	5,842	1.76%	937	16.0%
Rest of Post Falls Area	24,384	30,399	42,431	3.39%	12,032	28.4%
Total Post Falls Area	28,821	35,305	48,273	3.18%	12,968	26.9%

PM Peak Hour Total Trip-ends*	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core Area	7,155	7,931	9,482	1.80%	1,551	16.4%
Rest of Post Falls Area	40,930	50,608	69,968	3.29%	19,360	27.7%
Total Post Falls Area	48,085	58,540	79,450	3.10%	20,909	26.3%

Source: KMPO travel demand model for Post Falls, analysis by Iteris 1/22/2025.

* numbers may not add exactly due to rounding.

The Core Area of Post Falls is projected to account for approximately 7% of the trip growth between 2025-2035, and the rest of Post Falls service area is projected to account for the remaining 93% of the trip growth (**Exhibit 17**). Over the next 10 years, residential development (home-based trips) is projected to generate 38% of the net new trip growth in the City, and non-residential development the remaining 62% of net new trips.

Exhibit 17: Projected Growth in Vehicle Trips, 2025-2035

PM Peak Hour Vehicle Trip-end Growth, 2025-2035				
	Home Based	Non-Home Based	Total	% Dist.
Core Area	614	937	1,551	7%
Rest of Post Falls Area	7,328	12,032	19,360	93%
Total	7,942	12,969	20,911	100%

Source: KMPO travel demand model for Post Falls, analysis by Iteris 1/22/2025.

MULTIMODAL IMPACT FEE GROWTH ASSUMPTIONS

The cost of developing multimodal facilities, such as pathways, bikeways and transit facilities that are not included in transportation or parks impact fees may be eligible for impact fee funding. The City may rely upon a combination of KMPO trip growth forecasts and other sources for estimating and forecasting total person trips, which is a representation of all daily trips made by people which originate or terminate in the City.

An acceptable approach for estimating and forecasting multimodal person trips is to rely upon survey estimates provided by the Institute of Traffic Engineers (ITE) and the U.S. Department of Transportation, National Household Transportation Survey. These surveys provide factors that can be utilized to estimate person trips for home-based trips, generated by detached housing, multifamily housing and mobile homes. As indicated in **Exhibit 18**, a factor of 1.68 person trips per vehicle trip reflects the national average of total person trips per vehicle trip in the U.S.A.

Non-home-based person trip data is less accurate than home-based surveys. However, the *ITE Trip Generation Manual, 11th Edition*, does provide estimates of person-trip factors for specific types of developments, such as shopping centers.

For Post Falls it is recommended that a factor of 1.0 be assumed as a person-trip to vehicle trip conversion factor for non-residential development; and a factor of 1.68 be assumed for residential development, as shown in **Exhibit 18**.

Exhibit 18: Person Trip Conversion Factors

Development Type	ITE Unit of Code Measure	Average Daily Vehicle Trip Ends	Pass-by Trip Reduction Factor	New PM Peak Hour Vehicle Trip Ends	Person Trip Conversion Factor	Average Daily Person Trip Ends
Single Family Detached Housing	210 Dwelling Units	9.43	1.00	9.43	1.68	15.84
Multifamily (Low-Rise)	220 Dwelling Units	6.74	1.00	6.74	1.68	11.32
Mobile Home	240 Dwelling Units	7.12	1.00	7.12	1.68	11.96
Other (non Residential)	Person Trip					1.00

Source: ITE, *Trip Generation Manual, 11th Edition*. Person trip conversion factor of 1.68 from U.S. Department of Transportation, 2017 National Household Travel Survey.

Future growth in person trips within Post Falls is determined by applying the person trip conversion factors to the average daily vehicle trip forecasts presented previously. This results in a 10-year growth forecast of 222,963 average daily person trips, of which 177,199 are assumed to occur within vehicles and the remaining 45,764 person trips are assumed to occur as home-based pedestrian or bicycle trips on multimodal facilities (**Exhibit 19**).

Exhibit 19: Person Trip Growth Forecasts, Post Falls, 2025-2035

Total Average Daily Vehicle Trip-end Growth, 2025-2035 (Vehicles)			
	Home Based	Non-Home Based	Total
Core Area	5,206	7,935	13,141
Rest of Post Falls Area	62,094	101,964	164,058
Total	67,300	109,899	177,199

Source: KMPO travel demand model for Post Falls, analysis by Iteris 1/22/2025.

Projected Average Daily Total Person Trip-end Growth, 2025-2035 (People)			
	Home Based	Non-Home Based	Total
<i>Person Trip Factors</i>	<i>1.68</i>	<i>1.0</i>	
Core Area	8,746	7,935	16,681
Rest of Post Falls Area	104,317	101,964	206,282
Total	113,063	109,899	222,963

Source: person trip factors derived from the U.S. Dept. of Transportation, 2017 National Household Travel Survey.

Proj. Average Daily Multimodal Trip-ends, 2025-2035 (People Not in Vehicles)			
	Home Based	Non-Home Based	Total
<i>Person Trip Factors</i>	<i>1.68</i>	<i>1.0</i>	
Core Area	3,540	-	3,540
Rest of Post Falls Area	42,224	-	42,224
Total	45,764	-	45,764

Source: calculated as difference between total vehicle trips and person-trips.

NEXT STEPS

These growth forecasts and LOS estimates shall be reviewed by staff and City Council. Once approved, along with the proposed methodology, Phase 1 of the project will be complete and, if the Council desires, the consultant team will move on to Phase 2, which includes preparation of the fee study and report.

Appendix A-1: Lodging and RV Inventory

Post Falls Impact Fee Assumptions Post Falls Overnight Visitation Analysis, 2024 -25	
Lodging & RV Site Inventory	
Existing	Lodging Units (rooms or sites)
Red Lion Hotel Templin's on The River	163
Sleep Inn Near Washington State Line	83
Red Lion Inn & Suites Post Falls	77
SureStay Plus by Best Western Post Falls	99
The Suites at Prairie Falls	17
Quality Inn	47
Coure D'Alane RV Resort	189
Post Falls RV Campground	128
Suntree RV Park	126
Total	929
<i>Source: City of Post Falls overnight facility inventory, Aug. 2024.</i>	
Lodging Room Inventory	
Planned	Lodging Units (rooms or sites)
Hyatt (under construction)	150
Potential Mid-sized Hotel (Westside)	100
Potential Mid-sized Hotel (Northeast)	100
Potentail RV Park	100
Total	450
<i>Source: City of Post Falls, Aug. 2024.</i>	
Lodging Room Inventory Existing and Planned by 2034	
	Lodging Units (rooms)
Total Rooms	1,379
Avg. Daily Park Users per Room (Occupancy × People Per Unit)	2.14
Avg. Number of Overnight Visitors Per Day, Proj. 2035	2,954

April 28, 2025

To: Bob Seale, Community Development Director
 From: Todd Chase and Eli Jamieson, FCS
 CC: Post Falls Impact Fee Advisory Committee, Melissa Cleveland (Welch Comer Engineers)

RE: Impact Fee Issues and Alternatives: REVISED

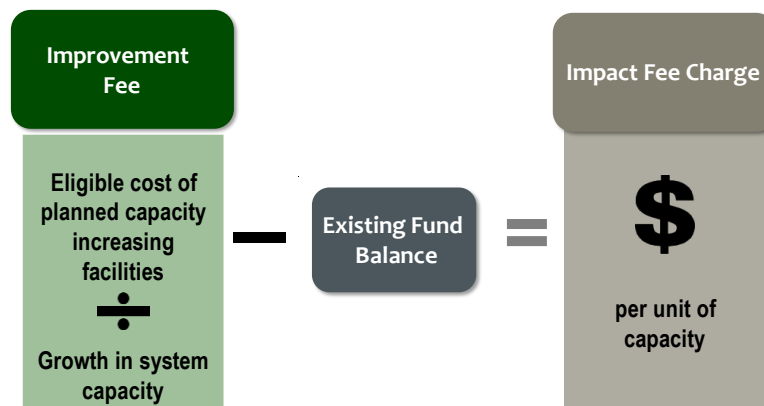
INTRODUCTION

The City of Post Falls (City) imposes impact fees to provide partial funding for the capital needs of its parks facilities, public safety, and transportation systems. To provide a legal and defensible impact fee, the City contracted with Welch Comer, Iteris, and FCS to update the methods for calculating its Police, Parks and Transportation development impact fees. These new fees are expected to be adopted in year 2025.

This memorandum focuses on issues and alternative methods for calculating the impact fee calculation for Police, Parks and Transportation development impact fees. Preliminary recommendations are identified for discussion purposes.

Please refer to the separate Memorandum regarding Idaho state legislative requirements, Post Falls current impact fee charges and methodologies, and growth-related assumptions that serve as the denominator in the impact fee calculation, shown in **Exhibit 1**.

Exhibit 1: Impact Fee Calculation



The methodology for calculating the City's current impact fees was last updated in 2021 based on the Post Falls *Capital Improvement Plan and Development Impact Report*. The prior methods used to calculate the current impact fees are summarized below in **Exhibit 2**.

Exhibit 2: Post Falls Current Impact Fee Methodology

	Parks	Public Safety	Streets	Multimodal Paths
Current Calculation Method	Incremental expansion approach based on park land, amenities, and indoor recreation space	Incremental expansion approach based on police facilities and communication infrastructure	Plan-based system capacity improvements	Incremental expansion approach based on linear feet of trails
Unit of Growth (10 year forecast)	Projected population	Projected population and vehicle trips	Projected vehicle trips	Projected population and vehicle trips

Source: 2021 *Capital Improvement Plan and Development Impact Fee Report*, Tischler Base.

PARKS IMPACT FEE ISSUES & ALTERNATIVES

The issues regarding Post Falls Parks Impact Fees falls into the following general categories:

- Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program
- Parks Project Classifications
- Level of Service Assumptions
- Single vs. Two-Zone System
- Impact Fee Cost Allocation
- Residential and Non-Residential Customer Charges
- Impact Fee Credit Policies
- Exemptions
- Fee Scaling
- Land Uses
- Escalation of Fees

A description of these issues and the advantages and disadvantages associated with alternatives are provided in **Exhibit 3**. For discussion purposes, preliminary recommendations are provided in ***bold italics***.

Exhibit 3 Parks Impact Fee Issues and Alternatives

Issue for Discussion	Current Policy	Status Quo (Alt. 1)	Other Alts. (Alt. 2)	Considerations	DRAFT Consultant Recommendation
Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program	Incremental expansion approach based on park land, amenities, and indoor recreation space	Maintain Current Policy with updated unit cost estimates	Plan-based system CIP cost of capacity improvements	A CIP approach (Alt. 2) would likely yield most accurate cost basis	Alt. 2 if based on Post Falls 2020 Parks & Rec. Master Plan
Parks Project Classifications	City has two parks classifications: Level 1 Parks and Level 2 Parks (see Appendix A)	Maintain Current Policy with two parks classifications	Amend current policy with one overall parks classification	Current approach (Alt. 1) would likely provide better way to monitor and deliver parks facilities in equitable manner	Alt. 1
Level of Service Assumptions	City's current LOS policy is 6 acres per 1,000 residents) for Level 1 parks and 10 acres per 1,000 for Level 2 parks	Maintain Current LOS Policy with two parks classifications	Amend current LOS policy with one overall parks classification	Current approach (Alt. 1) may produce less impact fee revenue than Alt. 2 since existing LOS for Level 1 parks is less than policy LOS	Impact Fee methods should evaluate both Alts.
Single vs. Two-Zone Service Area	City currently has one overall impact fee service area for Parks	Maintain current policy with one service area	Provide two service areas	Alt. 2 has strongest nexus between new development and parks facility needs, but creates extra admin costs	Impact Fee methods should evaluate both Alts. If CIP approach is used
Impact Fee Cost Allocation	Fees based on prior estimated pop per dwelling unit: SF (2.62) and Multifamily/Other (1.95)	Update Current Methodology: SF (2.92) and Multifamily (2.29). See Appendix B	Utilize current avg persons per DU by Housing Type and apply it to Avg. Sq.Ft. of units: SF (2,615) and MF (1,175). See Appx. C	Alt. 2 has strongest nexus between new development and parks facility needs	Alt. 2 with single family fees charged per sq.ft. and multifamily fees charged per living unit
Residential and Non-Residential Customer Charges	City currently only assesses parks impact fees on new residential development	Maintain current policy	Amend methodology to include non-res uses (e.g., lodging/RV sites and commercial)	Alt. 2 would lower res impact fees compared with Alt.1 but increase non-res impact fees	Alt 2 with charges to Residential and Lodging/RV developments (not commercial or industrial)
Impact Fee Credit Procedures	Standard Credit Policies apply	Maintain current policy	City could remove neighborhood parks from CIP list and make them conditional (not creditable)	Alt. 2 would lower res impact fees compared with Alt.1 but no assurance certain parks would be built	Alt. 1
Exemptions	Non-Residential Exemptions	Maintain current policy	Exempt: commercial/industrial; ADUs & minor additions (e.g., under 500 Sq.Ft.); non-HVAC floor area; common areas.	Alt. 2 would lower res impact fees compared with Alt.1	Alt. 2

PUBLIC SAFETY IMPACT FEE ISSUES & ALTERNATIVES

Public Safety impact fees utilize the same general methodology described in the parks section. That is, the capital costs for planned projects (improvements over the next 10 years) are based on an incremental expansion approach.

Idaho Code § 67-8203(24)(f) was amended in 2021 so that the term “public facilities” includes “fire stations and apparatus.” The amendment simply added the words “stations and apparatus” after the word “fire.” It now says:

“Public facilities” means: (f) Public safety facilities, including law enforcement, fire stations and apparatus, emergency medical and rescue, and street lighting facilities.

The statement of purpose for HB 156 in 2021 stated:

“This bill amends the state law by adding fire stations and apparatus to the public safety facilities definitions in the Idaho Development Impact Fee Act in order to clarify fire stations and apparatus are included in the public safety facilities portion of the public facilities definition and therefore eligible for consideration for systems improvements authorized by capital improvement plans for impact fee expenditures.”

This definition is relevant to Post Falls because police vehicles are not included in this definition and cannot be funded with impact fees.

The term “systems improvements” means “capital improvements to public facilities. I.C. § 67-8204(28).

“The term “Capital improvements” means:

“improvements with a useful life of ten (10) years or more, by new construction or other action, which increase the service capacity of a public facility. I.C. § 67-8203(3).”

For example, if an asset, such as a communications facility is approaching the end of its useful life, and new investment (such as a new high frequency antenna and server) is required to extend that useful life by at least 10 years, a portion of that investment may be impact fee eligible.

It should be noted that the additional public safety system improvements that are now allowed per HB 156 have yet to be challenged or tested in Idaho courts.

The issues regarding Post Falls Public Safety Impact Fees are organized into the following categories:

- Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program
- Project Classifications
- Level of Service Assumptions
- Impact Fee Cost Allocation
- Single vs. Two-Zone System
- Residential and Non-Residential Customer Charges
- Credit Policies
- Exemptions

A description of these issues and the advantages and disadvantages associated with alternatives are provided in **Exhibit 4**. For discussion purposes, preliminary recommendations are provided in ***bold italics***.

Exhibit 4 Public Safety Impact Fee Issues and Alternatives

Issue for Discussion	Current Policy	Status Quo (Alt. 1)	Other Alts. (Alt. 2)	Considerations	DRAFT Consultant Recommendation
Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program	Incremental expansion approach	Maintain Current Policy with updated unit cost estimates	Plan-based system CIP cost of capacity improvements	A CIP approach (Alt. 2) would likely yield most accurate cost basis	<i>Alt. 2 if based on current CIP</i>
Public Safety Project Classifications	Current classifications: buildings, parking & communications (sites).	Maintain Current classifications	Per HB 156, include apparatus with 10-year useful life & actions that extend useful life of facilities by 10 years	Alt. 2 has yet to be tested in Idaho courts	<i>Alt. 1 has least legal risk . Alt. 2 may be considered if actions by City extend useful life of assets by 10+ years</i>
Level of Service Assumptions	No stated LOS policy that deviates from current LOS calculation	Maintain current policy with new LOS calculations (see Appendix D)	Consider new LOS standard based on remaining useful life of facilities	Current approach (Alt. 1) is at least risk for legal challenge	<i>Alt. 1 has least legal risk . Alt. 2 may be considered if actions by City extend useful life of assets by 10+ years</i>
Single vs. Two-Zone Service Area	City currently has one overall impact fee service area	Maintain current policy with one service area	Provide two service areas	Alt. 2 requires additional data regarding response times by subarea	<i>Alt. 1</i>
Impact Fee Cost Allocation	Fees are based on Population and Non-residential vehicle trips	Update Current Methodology: see Appendix D	City could utilize residential and non-residential square feet (existing and forecast) if data is available	Alt. 2 requires additional data	<i>Alt. 1</i>
Residential and Non-Residential Customer Charges	City currently assesses public safety impact fees on all development	Maintain current policy	N/A	N/A	<i>Alt. 1</i>
Impact Fee Credit Procedures	Standard Credit Policies apply	Maintain current policy	N/A	N/A	<i>Alt. 1</i>
Exemptions	None	Maintain current policy	N/A	N/A	<i>Alt. 1</i>

TRANSPORTATION IMPACT FEE ISSUES & ALTERNATIVES

Transportation impact fees in Post Falls are based on estimated project construction costs that are derived from an adopted long-range capital improvement program.

The issues regarding Post Falls Transportation Impact Fees are organized into the following categories:

- Future Development Costs and Project Priorities
- Impact Fee and Credit-Eligible Project Elements
- Level of Service Assumptions
- Single vs. Two-Zone System
- Residential and Non-Residential Customer Charges
- Basis for Growth
- Credit Procedures
- Exemptions

A description of these issues and the advantages and disadvantages associated with alternatives are provided in **Exhibit 5**. For discussion purposes, preliminary recommendations are provided in ***bold italics***.

MULTIMODAL IMPACT FEE ISSUES & ALTERNATIVES

Multimodal impact fees in Post Falls are currently based on the incremental cost approach.

Similar with transportation, the issues regarding Post Falls Multimodal Impact Fees are organized into the above-mentioned categories:

- Future Development Costs and Project Priorities
- Impact Fee and Credit-Eligible Project Elements
- Level of Service Assumptions
- Single vs. Two-Zone System
- Residential and Non-Residential Customer Charges
- Basis for Growth
- Credit Procedures
- Exemptions

A description of these issues and the advantages and disadvantages associated with alternatives are provided in **Exhibit 5**. For discussion purposes, preliminary recommendations are provided in ***bold italics***.

Note, it is important that the City ensure that any multimodal facilities included in the impact fee assessment calculation be separate from those listed under parks and transportation.

NEXT STEPS

These issues and preliminary recommendations may be revisited based on input from City staff and consultant team members. Preliminary findings and recommendations shall be presented to the Post Falls Impact Fee Advisory Committee in September for additional discussion and feedback prior to proceeding with specific impact fee methodology updates.

Exhibit 5 Transportation and Multimodal Impact Fee Issues and Alternatives

Transportation and Multimodal Impact Fee Issues and Alternatives					
Issue for Discussion	Current Policy	Status Quo (Alt. 1)	Other Alts. (Alt. 2)	Considerations	DRAFT Consultant Recommendation
Future Development Costs based on Incremental Expansion vs. adopted 10-year Capital Improvement Program	Plan-based system approach for Transportation; Incremental expansion approach for Multimodal	Maintain Current Policy with updated cost estimates	Plan-based system CIP cost of capacity improvements for both transportation and multimodal improvements	A CIP approach (Alt. 2) would likely yield most accurate cost basis	Alt. 2 if based on current adopted Transportation System Plan and CIP
Project Classifications	Based on functional classification of streets and multimodal pathways	Maintain Current classifications	May consider adding new classification for public vs. private construction (might entail lower unit-costs and ROW costs for private construction)	Need to ensure that ROW and design standards are consistently applied	Alt. 2 if based on current adopted Transportation System Plan and CIP
Level of Service Assumptions	No stated LOS policy that deviates from current LOS calculation	Maintain current policy for streets; multimodal facilities (miles per capita)	LOS based on volume/capacity ratios at intersections where improvements are planned, plus LOS based on miles per capita for multimodal	Alt. 2 requires traffic modeling data underway	Alt. 2 if based on current adopted Transportation System Plan and CIP
Single vs. Two-Zone Service Area	City currently has one overall impact fee service area	Maintain current policy with one service area	Provide two service areas	Alt. 2 requires additional data regarding trip generation by subarea	Consider both Alts 1 and 2 in Impact Fee Report
Impact Fee Cost Allocation	Fees are based on hybrid calculation using ITE 10th Gen. Handbook and growth forecasts of housing units and non-res floor area (Sq.Ft.)	Update Current Methodology using KMPO data and Post Falls Model (Appendix E)	City could amend ITE trip link reduction factors and multimodal person trip factors for selected land use types (see Appendix E)	Alt. 2 relies upon combination of local, regional and national trip data	Alt. 2 if based on current adopted Transportation System Plan and CIP
Residential and Non-Residential Customer Charges	City currently assesses transportation & multimodal impact fees on all development	Maintain current policy, which relies upon hybrid trip generation assumptions by land use type	Consider KMPO vs. ITE 11th Gen. Handbook trip rates, reduction factors and person trip conversion factors (see Appendix E)	Alt. 2 allows for additional land use development classifications (see Appendix E)	Alt. 2 (requires city input and discussion)
Impact Fee Credit Procedures	Standard Credit Policies apply	Maintain current policy	Consider changes in allowable credits based on decision regarding project cost assumptions (see above)	Need to ensure that ROW and design standards are consistently applied	Alt. 2 (requires city input and discussion)
Exemptions	None	Maintain current policy	N/A	N/A	Alt. 1

IMPACT FEE SCALING BY HOME SIZE

This section explores methods that cities have implemented that vary impact fees by dwelling unit size and type. Such methods are generally intended to enhance equity of the charge by demonstrating a nexus between dwelling unit size and system demand. Varying fees by home size in combination with other local policy techniques may also encourage construction of smaller, more affordable homes.

FCS compiled information from Northwest cities that have implemented scaled impact fees by home size. In addition, FCS reviewed national literature regarding impact fees practices in other states to determine other innovative practices being used around the U.S.A.

By scaling and lowering the impact fee for smaller homes, such as cottages, duplexes and apartments, this may result in reducing development costs if other factors such as developer profit and overhead remain equal.

According to a publication by the U.S. Dept. of Housing and Urban Development, *Impact Fees and Affordable Housing, 2008*, if impact fee reductions can be calculated in a manner that reduces construction of housing costs (and rents) for smaller housing types, there may be a beneficial impact to lower-income households, whereby less household income would be devoted to housing costs.

While most jurisdictions surveyed vary impact fees by home size (heated living area in sq.ft.) some jurisdictions have adopted methods that vary fees by number of bedrooms, development type (i.e., for Planned Unit Developments) and lot size. These examples include:

- **Sandpoint, Idaho.** Prior to 2024 impact fees for single family dwellings were calculated and charged based on the number of bedrooms in a dwelling unit. The fees are separated for homes with 0-3 bedrooms, and 4+ bedrooms. Note, Post Falls prior impact fee methodology also varied fees by number of bedrooms; however, that method was discontinued several years ago on account of the fungibility of what constitutes a bedroom vs. living area of a home.
- **Hayden and Coeur d'Alene, Idaho.** Impact fees are based on heated floor area of a home or residence. This way fees are charged based on the amount of net new square feet of space that is added to a lot.

While all case study cities listed above have adopted legally defensible scalable fees by home size, the methods that appear to be most frequently used include scaling fees by heated floor area (square feet); or by ERU factors that reflect single family home size groupings such as small, standard and large homes.

As noted earlier in this Memorandum, impact fees are intended to reflect the relationship between future demand (generated by new development) and the capital cost of public facilities for accommodating growth. In transitioning to a scaled impact fee model, and to ensure revenue neutrality to the general tax payer, any effort to scale impact fees by home size needs to generate the same amount of revenue that would otherwise be collected under current methods.

To achieve "revenue neutrality" scaled impact fees need to be calibrated to the type of housing that is occurring in Post Falls. This often requires detailed data regarding current trends in housing permitting activity to accurately track and measure the key metric that is added with each new development (such as heated floor area). Between 2017-2024, Post Falls permitted 5,537 new dwelling units. Of that total, 49% were single family, 48% multifamily (3+ units per structure) and the remainder were townhomes/plexes, as

shown in **Exhibit 6**. Based on these records, the average new dwelling unit size constructed in Post Falls between 2017-2024 ranged from 1,175 SF for multifamily dwellings to 2,615 SF for single family dwellings, and the overall combined average dwelling unit size was 1,877 square feet.

Exhibit 6:

Post Falls Residential New Construction Permits Issued: 2017 to 2024									
Residential New Construction Square Footage									
Sum of Square Footage									
Row Labels	2017	2018	2019	2020	2021	2022	2023	2024	Grand Total
Duplex		3,816	82,894	48,613	6,926	18,495	3,648		164,392
Multi-Family		292,783	777,099	902,059	432,252	284,590	298,797		2,987,580
Single-Family	115,488	1,434,987	1,424,323	1,354,977	1,246,372	625,638	581,447	274,451	7,057,683
Townhouse			36,520			71,518	42,532	33,328	183,898
Grand Total	115,488	1,731,586	2,320,836	2,305,649	1,685,550	1,000,241	926,424	307,779	10,393,553

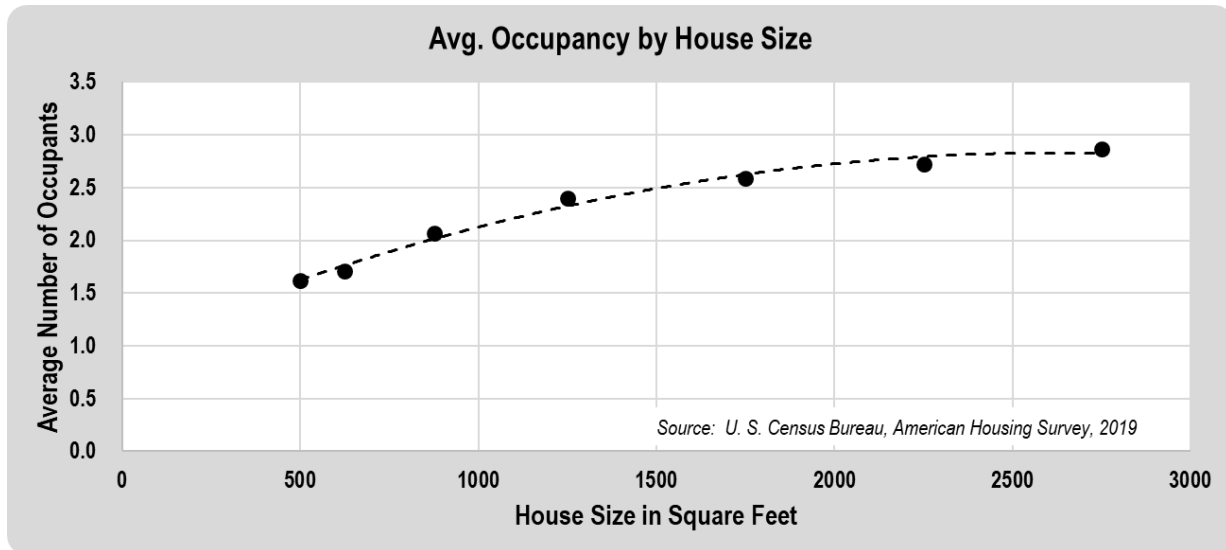
Construction Dwelling Unit									
Sum of # of Units									
Row Labels	2017	2018	2019	2020	2021	2022	2023	2024	Grand Total
Duplex		2	44	26	4	10	2		88
Multi-Family		285	564	859	393	291	247		2,639
Single-Family	44	539	523	468	452	266	288	119	2,699
Townhouse			20			37	28	26	111
Grand Total	44	826	1,151	1,353	849	604	565	145	5,537

Source: City of Post Falls

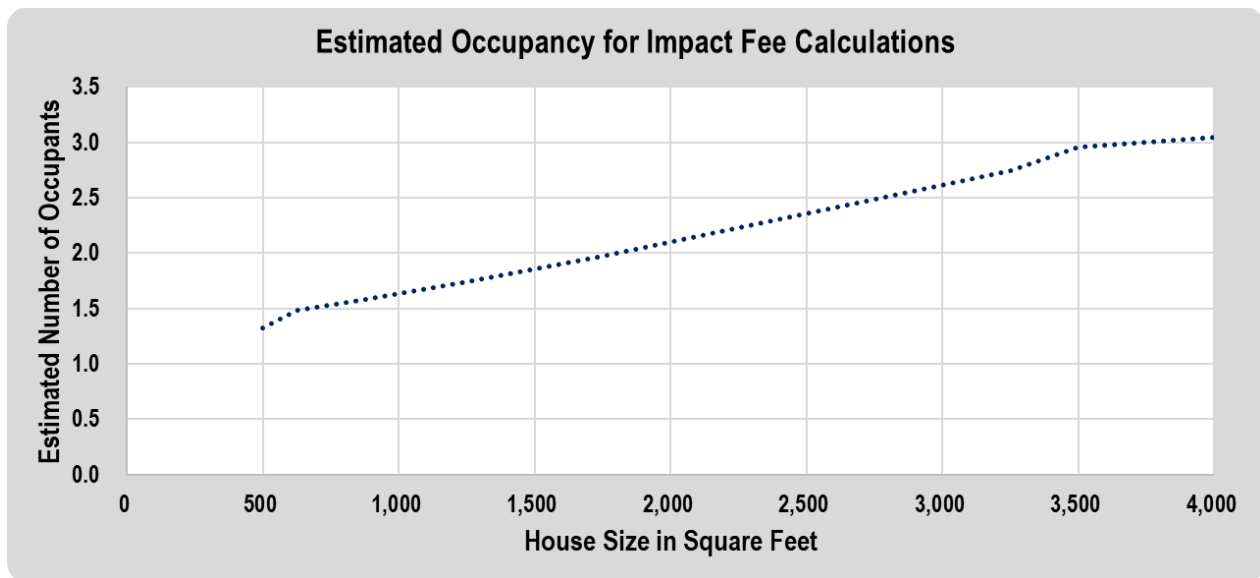
Because housing market preferences evolve over time with changing demographic factors (i.e., fewer persons per household) and pricing factors (i.e., smaller homes tend to be more affordable than larger homes), it is recommended that cities collect additional detailed information in their permitting database to make an informed decision and to re-evaluate and re-calibrate their impact fee scaling methodologies every 5-7 years to account for these changing dynamics.

FCS GROUP utilized U.S. Census statistics to understand the correlation between home size (often measured in square feet or number of bedrooms) and system demand drivers such as people per household. Census data indicates that up to a certain point, the number of occupants in a dwelling unit is no longer positively correlated with the size (measured in square feet) of the dwelling unit. This relationship is shown in **Exhibit 7**.

Exhibit 7: Housing Occupancy vs. Home Size



At approximately 3,500 square feet and above, there is no longer a strong relationship between home size and occupancy. In order to simplify this relationship for the purpose of calculating impact fees, we have translated the parabolic function shown above to a linear (and capped) function shown below:



According to the national Census data shown above, dwellings that are 3,558 square feet or larger have an estimated occupancy of 3.04 residents.

The mathematical equation that depicts the relationship between household size and occupancy for dwellings is shown below.

Scaled Impact Fee per Dwelling Type: Based on Current Fees in Post Falls

Current Impact Fee	Single Family	Multifamily	All Housing
Impact Fees per Dwelling (Avg.)	\$ 12,265	\$ 8,561	
Average residents per Dwelling*	2.92	2.29	2.75
Avg. Dwelling Size**	2,615	1,175	1,877
Impact Fee per New Resident (Avg.)	\$ 4,206	\$ 3,746	

* Based on U.S. Census estimates for City of Post Falls, 2022, 5-year avg.

** Based on approved new dwellings: 2017-2024, City of Post Falls Planning Dept.

Development Assumptions for Scaling Fees by Home Size	Square Feet	Residents	SDC
Fee per resident	897	1.0000	\$4,206
Fee per square foot of residence	1	0.0011	\$4.69
Maximum SDC per single-family residence	4,000	3.0516	\$12,834

Based on the most current Census data, the average household size in Post Falls for single family homes was 2.92 occupants in 2022.¹ Using the equation shown above, 2.92 occupants equates to approximately 2,615 square feet of dwelling floor area. That means that, on average, there are 0.0011 occupants per square foot per dwelling unit in Post Falls. Furthermore, the smallest dwelling that could support one resident is 897 square feet (statistically). The average occupancy in Post Falls has changed with the current census data; therefore, these differ from the data presented in the issues matrix when describing existing methodology.

Because it is more accurate and less administratively time consuming to track square feet of dwellings than what constitutes a “bedroom” in a new home or apartment (for example, some homes will characterize a den as a bedroom), most cities rely upon floor area as a preferred metric than bedrooms when scaling their impact fees. Also, in the case of major remodeling of an existing home which would increase the floor area by over 600 SF, the ability to track square feet vs. bedrooms could enable the City to assess an impact fee for these types of major additions.

The following analysis provides an example of how the nexus between dwelling size and occupancy can be applied to Post Falls’ current fee structure.

Example of Scaling Current Impact Fees

The City currently has separate categories for single family homes and multifamily units.

¹ Please note: these current Census estimates from the American Community Survey (2017-2022) indicate that the average household size in single family homes has increased to 2.92 in 2022 – up from 2.62 which was assumed in the prior adopted 2021 Post Falls Impact Fee Methodology report.

To illustrate the conversion of the existing impact fee to fees in aggregate per resident, FCS divided the existing fee per dwelling type by average number of occupants by dwelling type to calculate the average fee per occupant = \$4,206 for single family homes and \$3,746 for multifamily units.

Next, we applied the mathematical formula described above to determine the relationship between occupancy and home size. This results in a fee that equates to \$9.60 per square foot or \$9,600 per 1,000 square feet home, as expressed in **Exhibit 8**.

Using this formulaic relationship between housing occupancy and housing size, the new calculated total impact fee by home size would range from \$3,049 for a small ADU at 650 SF; to \$12,265 for a standard size home with 2,615 SF. The fee would be capped at \$12,834 for homes over 3,500 SF.

Exhibit 8: Current Impact Fees Scaled by Home Size, City of Post Falls

Scaled Impact Fees by Home Size	Single Family Housing Type Examples					
Development Characteristics	ADU	Cottage	Townhome	Alley Loaded Detached	Standard Detached	Estate
Avg. House size in square feet	650	1,250	1,350	1,725	2,615	3,500
Implied average occupancy	0.72	1.39	1.51	1.92	2.92	3.05
Calculated SDC	\$3,049	\$5,863	\$6,332	\$8,091	\$12,265	\$12,834
<i>average cost per SF</i>	\$4.69	\$4.69	\$4.69	\$4.69	\$4.69	\$3.67
Change from Current Fee	\$3,049	(\$6,402)	(\$5,933)	(\$4,174)	\$0	\$569
No current fee						
Current Impact Fees for Multifamily Dwelling Units				\$8,561		
Current Impact Fees for Single Family Dwellings					\$12,265	

As shown above, the new scaled impact fees by home size would result in a measurable decrease in fees for smaller homes under 1,800 SF. Fees for homes over 3,500 SF would increase by \$569. Fees for multifamily units would remain unchanged from the existing fee.

The fees for ADUs could increase if City council decides to eliminate the current exemption.

This type of approach also provides a nexus for the City to charge an impact fee for additions that result in a net increase in floor area in a building.

Impact Fee Land Use Categories

The land uses Post Falls currently uses were considered for revisions to enhance fee equity, while also retaining effectiveness for use by the development community and City staff. The suggestions and recommendations shown below were reviewed by the Planning and Zoning Commission, acting as the Development Impact Fee Committee.

Existing Land Use Categories	Recommend Land Use Categories
Single Family (per each dwelling unit)	Single Family (by the square foot of heated floor area, not including garage/shop)
Multifamily Residential (per each dwelling unit)	Multifamily Residential (per each dwelling unit)
Commercial/Shopping Center (per square foot)	Commercial/Shopping Center/Service/Restaurant/Office/Medical Office (by the square foot)
Office (per square foot)	
Light Industrial (per square foot)	Light Industrial/Manufacturing/Distribution (by the square foot)
Manufacturing (per square foot)	
Warehousing (per square foot)	Warehousing/Storage/Self-Storage (by the square foot)
Mini-Warehousing (per square foot)	
Elementary School (per square foot)	School/Day Care/Church ¹ (by the square foot)
Middle School (per square foot)	
High School (per square foot)	
Day Care (per square foot)	
Church (per square foot)	
Assisted Living (per square foot)	Assisted Living/Nursing Home (by the square foot)
Nursing Home (per square foot)	
Recreation Community Center (per square foot)	Indoor recreation ² (by the square foot)
Hotel (per room)	Hotel (per each room)
Hotel (per square foot)	

Notes:

1. Consider if church should remain a standalone use. Compare costs in Phase 2.
2. Consider the goal of this fee. Many smaller recreational uses end up in commercial buildings (golf simulators, axe throwing, etc.) Those uses may be considered under the commercial category. Compare costs in Phase 2.

Annual Escalation

It is recommended that the development impact fees be escalated annually based on a reputable, published index factor such as Engineering News Record Construction Cost Index. Having a set procedure

for escalating the fees annually allows for consistency in process and allows the fee to keep up with the cost of construction between fee study updates. Having a published process also allows the development community to estimate their future fees.

Appendix A: Parks Inventory and Level of Service

City of Post Falls Parks Inventory, 2025

Park	Level One Acreage	Level Two Acreage	Total Acreage
Arboretum	-	6.74	6.74
Beck Park	8.77	-	8.77
Black Bay Depot	0.92	-	0.92
Black Bay Park	23.00	43.77	66.77
Cecil & Horse haven	3.22	-	3.22
Centennial Trail	2.97	51.73	54.70
Forth St. Trail Head	0.92	-	0.92
Chase Fields	9.12	-	9.12
Community Forest	-	-	482.48
Kroetch		75.73	
Lost Mines		242.22	
Lower Q'emiln		38.87	
May		122.52	
Community Garden	2.11	-	2.11
Corbin Park	23.61	-	23.61
Corbin Hastings/Anselmo	5.35	-	5.35
Corbin Ditch		15.29	15.29
Corbin Dog Park	2.60	-	2.60
Crown Pointe	4.19	-	4.19
Falls Park	7.21	14.52	21.73
Greensferry Pocket Park	1.03	-	1.03
Hargrave Property	5.00	-	5.00
Hilde Kellogg	4.25	-	4.25
Karen Streeter Greenway	5.24	-	5.24
Karen Streeter Trail		6.10	6.10
Kiwanis Park	13.12	24.56	37.68
Montrose Sports Complex	23.10	-	23.10
Park in the Meadows	5.37	-	5.37
Polites Park	-	1.79	1.79
Post Falls Landings	3.00	-	3.00
Prairie Trail	-	10.08	10.08
Q'emiln Park	22.75	18.13	40.88
Ross Point Pumphouse	2.65	-	2.65
Singing Hills	7.59	-	7.59
Skate Park	1.15	-	1.15
Quarry Sports Complex	25.93	-	25.93
Sportsman's Park	6.29	-	6.29
Syringa Park	7.43	-	7.43
Trailer Park Wave	-	1.77	1.77
Treaty Rock	-	3.82	3.82
Tullamore Park	8.49	-	8.49
Warren Playfield	2.34	-	2.34
West Ridge	2.97	-	2.97
White Pine	5.62	-	5.62
Woodbridge	5.36	-	5.36
Woodbridge II	2.71	-	2.71
Totals	255.38	677.64	933.02

Source: City of Post Falls, 2025.

Prelim. Post Falls Parks Level of Service & Future Needs (acres)

Park Facility Classification	Total Acres	Policy LOS*	2025 Current LOS*
Level 1 Parks	255.4	6.0	5.2
Level 2 Parks	677.6	10.0	13.8
All Parks	933.0	16.0	19.1

Source: Appendix A.

* Level of Service (LOS) = park acres per 1,000 residents.

Future Park Land Needs based on LOS	Net New Population	Additional Parks acres @ Policy LOS	Additional Parks Acres @ Current LOS	Impact Fee Eligible Parks Acres
Proj. Change in Pop: 2025 to 2035	22,552			
Additional Level 1 Parks (acres)		135	118	118
Additional Level 2 Parks (acres)		226	312	226
Combined Parks (acres)		361	430	343

Source: City and KMPO (population estimates & forecasts) and City of Post Falls (acres)

LOS = park acres per 1,000 residents.

2025 City pop estimate: 48,961

2035 City pop forecast: 71,513

Projected Change in Population: 22,552

Figure 4. Parks Level of Service Standards and Cost Factors (Report Figure 25 [updated])

Level of Service Standards					
Population in 2018		35,007			
		Current	Adopted		
Acres of Level One Park Land Per 1,000 Residents		6.15	6.00		
Acres of Level Two Park Land Per 1,000 Residents		10.04	10.00		
LAND COSTS					
Level One Land Cost per Acre		\$147,000			
Level Two Land Cost Per Acre		\$87,000			
Weighted Average Land Cost Per Acre		\$109,776		City Share %	City Share \$
Level One Land Cost Per Person		\$903.45	\$882.00	100%	\$882.00
Level Two Land Cost Per Person		\$873.85	\$870.00	100%	\$870.00
Park Land Cost Per Person				\$1,752.00	
IMPROVEMENT COSTS					
Level One Improvements Cost per Acre		\$124,605			
Level Two Improvements Cost Per Acre		\$10,834			
Level One Improvements Cost Per Person		\$766.32	\$747.63	100%	\$747.63
Level Two Improvements Cost Per Person		\$108.77	\$108.34	100%	\$108.34
Park Improvement Cost Per Person				\$855.97	

Prior 2021 Parks and Recreational Facilities Unit Cost Assumptions**Figure 5. Indoor Recreation Facility Level of Service Standards and Cost Factors (Report Figure 26 [updated])**

Facility	Building Square Footage	Current Replacement Cost/SF*	Total Value*	City Share	
				City Cost	City Prorated SF
Boys & Girls Gym (partial City facility)	10,826	\$181.34	\$1,963,188	\$136,332	752
Trailhead Pavilion	3,712	\$148.22	\$550,180	\$550,180	3,712
The Tree House (former Chamber of Commerce Bldg)	1,330	\$96.89	\$128,864	\$128,864	1,330
Black Bay Depot	4,641	\$161.97	\$751,704	\$751,704	4,641
TOTAL	20,509	\$165.49	\$3,393,935	\$1,567,080	10,435

2018 Population	35,007
Square Foot Per Capita	0.30
Cost per Capita	\$44.76

* City of Post Falls; escalated to 2022 values per annual Community Development fee updates (3.8% in FY22; 8.9% in FY23).

Appendix B: Persons per Housing/Living Unit, City of Post Falls, 2022

Estimated Persons per Living Unit, City of Post Falls				
	Impact Fee Housing Classification	Occupied Housing Units	Persons in Housing Structure	Persons per Unit
1-unit, detached or attached	Single Family	10,369	30,239	2.92
2 or more units	Multi-Family (2+ units)	3,098	7,080	2.29
Mobile Home, other	Single Family	963	2,343	2.43
Total		14,430	39,662	2.75
Single Family Total	Combined SF & Mobile Homes	11,332	32,582	2.88
Multi Family Total	Multi-Family (2+ units)	3,098	7,080	2.29
Lodging Total	Lodging Rooms/RV Pads			2.14

Source: US Census Bureau ACS 5-Year Estimates 2022:

Table S2504 Table B25033

Appendix C: Residential Construction Permits Issued

Post Falls Residential New Construction Permits Issued: 2017 to 2024										
Count of Record #										
Row Labels		<10	2017	2018	2019	2020	2021	2022	2023	2024 Grand Total
Duplex				1	22	13	2	5	1	44
Multi-Family				20	43	44	25	12	10	154
Single-Family			44	539	523	468	452	266	288	119 2699
Townhouse					20			37	25	5 87
(blank)										
Grand Total			44	560	608	525	479	320	324	124 2984
Residential New Construction Sqare Footage										
Sum of Square Footage										
Row Labels		<10	2017	2018	2019	2020	2021	2022	2023	2024 Grand Total
Duplex				3,816	82,894	48,613	6,926	18,495	3,648	164,392
Multi-Family				292,783	777,099	902,059	432,252	284,590	298,797	2,987,580
Single-Family			115,488	1,434,987	1,424,323	1,354,977	1,246,372	625,638	581,447	274,451 7,057,683
Townhouse					36,520			71,518	42,532	33,328 183,898
(blank)										
Grand Total			115,488	1,731,586	2,320,836	2,305,649	1,685,550	1,000,241	926,424	307,779 10,393,553
ew Construction Dwelling Uni										
Sum of # of Units										
Row Labels		<10	2017	2018	2019	2020	2021	2022	2023	2024 Grand Total
Duplex				2	44	26	4	10	2	88
Multi-Family				285	564	859	393	291	247	2,639
Single-Family			44	539	523	468	452	266	288	119 2,699
Townhouse					20			37	28	26 111
(blank)										
Grand Total			44	826	1,151	1,353	849	604	565	145 5,537
										Avg. SF per DU
										All Units 1,877
										SF Units 2,615
										MF Units 1,175

Source: City of Post Falls

Appendix D: Public Safety Assumptions - DRAFT

D-1: Existing Public Safety Facility Inventory, 2024-25

Facility Name	Category	Inventory	Units	Year Built	Original Cost	Annual CCI Index to 2025\$ ⁴	Escalation Years to 2025	Index Factor	Estimated Replacement Cost, 2025\$	Notes
Police Station HQ	Buildings	25,900	SF	2003	\$5,900,000	3.54%	22	2.15	\$12,680,000	1, 2
Animal Shelter	Buildings	3,500	SF	2017	\$380,000	4.74%	8	1.45	\$550,000	1, 2
Vehicle Maintenance Facility	Buildings	4,000	SF	2003	\$370,000	3.54%	22	2.15	\$800,000	1, 2
Storage Facility	Buildings	2,400	SF	2017	\$380,000	4.74%	8	1.45	\$550,000	1, 2
Fleet, Employee & Visitor Parking	Parking	24,000	SF	varies						1
Wireless Antenna Network	COM NET	47	Sites	varies	\$13,600	3.55%	17	1.81	\$20,000	2, 3
Mobile Data 700 MHz Facility	COM FAC	1	Site	2008	\$215,000	3.55%	17	1.81	\$390,000	2
Blossom Mtn. Com. Facility	COM FAC	1	Site	2006	\$550,000	3.54%	19	1.94	\$1,070,000	2
North Communication Facility	COM FAC	1	Site	2016	\$262,400	4.76%	9	1.52	\$400,000	2

Notes:

1. Derived from Post Falls Facilities Needs Assessment, 2021.
2. Derived from Post Falls CIP and Development Impact Fee Report, 2021. * Derived from Seattle ENR CCI.
3. Escalation rates based on Engineering News Record, Construction Cost Index, Seattle Region, multiple years.
4. Escalation base year assumed to equal average construction date: year 2008.

Summary of Existing Public Safety Facilities, 2024-25

Facility Type	Inventory	Units	Replacement Cost	Replacement Cost Per Unit
Buildings	35,800	SF	\$14,580,000	\$407.26
Parking*	24,000	SF	\$720,000	\$30.00
COM NET	47	Sites	\$20,000	\$425.53
COM FAC	3	Sites	\$1,860,000	\$620,000

Source: derived from prior tables. * Cost allowance for parking.

D-2: Existing Public Safety Facility Level of Service, 2025-2035

Public Safety Facility Requirements and Impact Fee Eligible Cost to Address Growth

Facility Type	Existing Inventory (2025)	Units	Res. %	Non-Res. %	Current Res. LOS*	Current Non-Res. LOS**	Future Units (2035)	Net New Units Needed by 2035	Impact Fee Eligible Cost
Buildings	35,800	SF	87.63%	12.37%	641	0.50	50,853	15,053	\$ 6,130,000
Parking	24,000	SF	87.63%	12.37%	430	0.33	34,091	10,091	\$ 303,000
COM NET	47	Sites	87.63%	12.37%	0.84	0.00065	66.8	19.8	\$ 8,000
COM FAC	3	Sites	87.63%	12.37%	0.05	0.00004	4.3	1.3	\$ 782,000
Total									\$ 7,223,000

Source: derived from prior tables.

* Residential Level of Service in units per 1,000 people in Post Falls Planning Area.

** Non-residential Level of Service depicted in units per 1,000 SF of new non-res. development floor area.

Appendix E: Transportation Assumptions - DRAFT

Exhibit E-1: Projected Growth in Vehicle Trips, 2020-2035

Post Falls Travel Demand Forecasts, 2020-2035: Planning Area

PM Peak Hour - Home Based Trip-ends	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core	2,718	3,026	3,640	1.87%	614	16.9%
Rest of Post Falls Area	16,546	20,209	27,537	3.14%	7,328	26.6%
Total Post Falls Area	19,264	23,235	31,177	2.98%	7,941	25.5%

PM Peak Hour - Non-Home Based Trip-ends	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core	4,437	4,905	5,842	1.76%	937	16.0%
Rest of Post Falls Area	24,384	30,399	42,431	3.39%	12,032	28.4%
Total Post Falls Area	28,821	35,305	48,273	3.18%	12,968	26.9%

PM Peak Hour Total Trip-ends*	2020	2025	2035	AAGR: 2020-2035	Change: 2025-2035	Growth Share
City Core Area	7,155	7,931	9,482	1.80%	1,551	16.4%
Rest of Post Falls Area	40,930	50,608	69,968	3.29%	19,360	27.7%
Total Post Falls Area	48,085	58,540	79,450	3.10%	20,909	26.3%

Source: KMPO travel demand model for Post Falls, analysis by Iteris 1/22/2025.

* numbers may not add exactly due to rounding.

Exhibit E-2: Projected Growth in Vehicle Trips, 2025-2035

PM Peak Hour Vehicle Trip-end Growth, 2025-2035				
	Home Based	Non-Home Based	Total	% Dist.
Core Area	614	937	1,551	7%
Rest of Post Falls Area	7,328	12,032	19,360	93%
Total	7,942	12,969	20,911	100%

Source: KMPO travel demand model for Post Falls, analysis by Iteris 1/22/2025.

Percent Distribution of Trip-ends			
	Home Based	Non-Home Based	Total
Core Area	39.6%	60.4%	100%
Rest of Post Falls Area	37.9%	62.1%	100%
Total	38.0%	62.0%	100%

Source: KMPO travel demand model for Post Falls, analysis by Iteris 1/22/2025.

Exhibit E-3: KMPO Vehicle Trip Generation Rates

Land Use Classification	Total PM Rate Per Unit	Units
LU1: SFDU (Single-Family Dwelling Units)	1.00	DU
LU2: MFDU (Multi-Family Dwelling Units)	0.56	DU
LU3: Retail	2.44	KSF
LU4: Commercial (Finance, Insurance, Real Estate, and Services)	1.21	KSF
LU5: Industrial	0.41	KSF
LU6: Schools (K-12 and private)	0.17	KSF
LU7: Accommodations (Hotel/Motel)	0.54	Room
LU8: Arts, Entertainment, and Recreation	0.17	KSF
LU9: Reserved for Outer Zone SFDU	0.42	DU
LU10: Post-Secondary Schools (college or trade school)	0.13	KSF
LU11: Agriculture	0.01	KSF
LU13: Publicly-Owned Lands	0.85	acre
LU14: Transportation and Warehousing	1.41	KSF
LU15: Medical	0.90	KSF
LU16: Government	1.21	KSF
LU17: Administration and Support	1.21	KSF
LU18: Professional, Science, and Technology	1.21	KSF
LU19: Educational Services	1.21	KSF
LU20: Other Services (not medical)	1.21	KSF
LU21: Information	0.86	KSF
LU22: Utilities and Construction	2.44	KSF

Source: KMPO, 2020.

Exhibit E-4: ITE Trip Generation Rates, 11th Edition

	ITE Code	Unit of Measure	PM Peak Hour	Pass-by Trip	New PM Peak	Person Trip	New PM Peak
			Vehicle Trip	Reduction	Hour Vehicle Trip	Conversion	Hour Person Trip
			Ends	Factor	Ends	Factor	Ends
General Light Industrial	110	1,000 SFGFA	0.65	1.00	0.65	1.68	1.09
Industrial Park	130	1,000 SFGFA	0.34	1.00	0.34	1.68	0.57
Manufacturing	140	1,000 SFGFA	0.74	1.00	0.74	1.68	1.24
Warehousing	150	1,000 SFGFA	0.18	1.00	0.18	1.68	0.30
Mini-Warehouse	151	1,000 SFGFA	0.15	1.00	0.15	1.68	0.25
Utility	170	1,000 SFGFA	2.16	1.00	2.16	1.68	3.63
Specialty Trade Contractor	180	1,000 SFGFA	1.93	1.00	1.93	1.68	3.24
Single-Family Detached Housing	210	Dwelling Units	0.94	1.00	0.94	1.68	1.58
Multifamily Housing (Low-Rise, not close to transit)	220	Dwelling Units	0.51	1.00	0.51	1.68	0.86
Multifamily Housing (Mid-Rise, not close to transit)	221	Dwelling Units	0.39	1.00	0.39	1.18	0.46
Mobile Home Park	240	Dwelling Units	0.58	1.00	0.58	1.68	0.97
Senior Adult Housing - Detached	251	Dwelling Units	0.30	1.00	0.30	1.68	0.50
Senior Adult Housing - Attached	252	Dwelling Units	0.25	1.00	0.25	1.68	0.42
Congregate Care Facility	253	Dwelling Units	0.18	1.00	0.18	2.44	0.44
Assisted Living	254	1,000 SFGFA	0.48	1.00	0.48	1.68	0.81
Recreational Homes	260	Dwelling Units	0.29	1.00	0.29	1.68	0.49
Timeshare	265	Dwelling Units	0.63	1.00	0.63	1.68	1.06
Residential Planned Unit Development	270	Dwelling Units	0.69	1.00	0.69	1.68	1.16
Hotel	310	Rooms	0.59	1.00	0.59	1.68	0.99
Motel	320	Rooms	0.36	1.00	0.36	1.68	0.60
Campground/Recreational Vehicle Park	416	Acres	0.48	1.00	0.48	1.68	0.81
Multipurpose Recreational Facility	435	1,000 SFGFA	3.58	1.00	3.58	1.68	6.01
Multiplex Movie Theater	445	Movie Screens	13.96	1.00	13.96	1.68	23.45
Ice Skating Rink	465	1,000 SFGFA	0.17	1.00	0.17	1.68	0.29
Soccer Complex	488	Fields	16.43	1.00	16.43	1.68	27.60
Health/Fitness Club	492	1,000 SFGFA	3.45	1.00	3.45	1.68	5.80
Recreational Community Center	495	1,000 SFGFA	2.50	1.00	2.50	1.51	3.78
Elementary School	520	1,000 SFGFA	0.16	1.00	0.16	1.68	0.27
Middle School/Junior High School	525	1,000 SFGFA	0.15	1.00	0.15	1.68	0.25
High School	530	1,000 SFGFA	0.14	1.00	0.14	1.68	0.24
Junior/Community College	540	1,000 SFGFA	0.11	1.00	0.11	1.68	0.18
Church	560	1,000 SFGFA	0.49	1.00	0.49	1.68	0.82
Day Care Center	565	1,000 SFGFA	11.12	0.56	6.23	1.68	10.46
Prison	571	Beds	0.08	1.00	0.08	1.68	0.13
Fire and Rescue Station	575	1,000 SFGFA	0.48	1.00	0.48	1.68	0.81
Library	590	1,000 SFGFA	8.16	1.00	8.16	1.68	13.71
Hospital	610	1,000 SFGFA	0.86	1.00	0.86	1.67	1.44
Nursing Home	620	1,000 SFGFA	0.59	1.00	0.59	1.68	0.99
Clinic	630	1,000 SFGFA	3.69	1.00	3.69	2.48	9.15
Animal Hospital/Veterinary Clinic	640	1,000 SFGFA	3.53	1.00	3.53	1.68	5.93
General Office Building	710	1,000 SFGFA	1.44	1.00	1.44	1.30	1.87
Small Office Building	712	1,000 SFGFA	2.16	1.00	2.16	1.68	3.63
Single Tenant Office Building	715	1,000 SFGFA	1.76	1.00	1.76	1.68	2.96
Medical-Dental Office Building	720	1,000 SFGFA	3.93	1.00	3.93	1.14	4.48
Government Office Building	730	1,000 SFGFA	1.71	1.00	1.71	1.68	2.87
United States Post Office	732	1,000 SFGFA	11.21	1.00	11.21	1.68	18.83
Office Park	750	1,000 SFGFA	1.30	1.00	1.30	1.68	2.18
Research and Development Center	760	1,000 SFGFA	0.98	1.00	0.98	1.45	1.42
Business Park	770	1,000 SFGFA	1.22	1.00	1.22	1.68	2.05
Tractor Supply Store	810	1,000 SFGFA	1.40	1.00	1.40	1.68	2.35
Construction Equipment Rental Store	811	1,000 SFGFA	0.99	1.00	0.99	1.68	1.66
Building Materials and Lumber Store	812	1,000 SFGFA	2.25	1.00	2.25	1.68	3.78
Free-Standing Discount Superstore	813	1,000 SFGFA	4.33	0.71	3.07	1.68	5.16
Variety Store	814	1,000 SFGFA	6.70	0.66	4.42	1.68	7.43
Free-Standing Discount Store	815	1,000 SFGFA	4.86	0.83	4.03	1.68	6.78
Hardware/Paint Store	816	1,000 SFGFA	2.98	0.74	2.21	1.68	3.70
Nursery (Garden Center)	817	1,000 SFGFA	6.94	1.00	6.94	1.68	11.66
Nursery (Wholesale)	818	1,000 SFGFA	5.24	1.00	5.24	1.68	8.80
Shopping Center	820	1,000 SFGFA	3.40	0.66	2.24	2.03	4.56
Factory Outlet Center	823	1,000 SFGFA	2.29	1.00	2.29	1.68	3.85
Automobile Sales (New)	840	1,000 SFGFA	2.42	1.00	2.42	2.11	5.11
Automobile Sales (Used)	841	1,000 SFGFA	3.75	1.00	3.75	1.68	6.30
Recreational Vehicle Sales	842	1,000 SFGFA	0.77	1.00	0.77	1.68	1.29

Exhibit E-4: ITE Trip Generation Rates, 11th Edition (continued)

	ITE		PM Peak Hour	Pass-by Trip	New PM Peak	Person Trip	New PM Peak
	Code	Unit of Measure	Vehicle Trip Ends	Reduction Factor	Hour Vehicle Trip Ends	Conversion Factor	Hour Person Trip Ends
Automobile Parts Sales	843	1,000 SFGFA	4.90	0.57	2.79	1.68	4.69
Tire Store	848	1,000 SFGFA	3.75	0.72	2.70	1.68	4.54
Tire Superstore	849	1,000 SFGFA	2.11	1.00	2.11	1.68	3.54
Supermarket	850	1,000 SFGFA	8.95	0.64	5.73	2.88	16.50
Convenience Market	851	1,000 SFGFA	49.11	0.49	24.06	1.76	42.35
Discount Club	857	1,000 SFGFA	4.19	0.63	2.64	1.68	4.43
Wholesale Market	860	1,000 SFGFA	1.76	1.00	1.76	1.68	2.96
Sporting Goods Superstore	861	1,000 SFGFA	2.14	1.00	2.14	1.68	3.60
Home Improvement Superstore	862	1,000 SFGFA	2.29	0.58	1.33	2.03	2.70
Electronics Superstore	863	1,000 SFGFA	4.25	0.60	2.55	1.68	4.28
Toy/Children's Superstore	864	1,000 SFGFA	5.00	1.00	5.00	1.68	8.40
Baby Superstore	865	1,000 SFGFA	1.82	1.00	1.82	1.68	3.06
Pet Supply Superstore	866	1,000 SFGFA	3.55	1.00	3.55	1.68	5.96
Office Supply Superstore	867	1,000 SFGFA	2.77	1.00	2.77	1.68	4.65
Book Superstore	868	1,000 SFGFA	15.83	1.00	15.83	1.68	26.59
Discount Home Furnishing Superstore	869	1,000 SFGFA	1.57	1.00	1.57	1.68	2.64
Bed and Linen Superstore	872	1,000 SFGFA	2.22	1.00	2.22	1.68	3.73
Department Store	875	1,000 SFGFA	1.95	1.00	1.95	1.68	3.28
Apparel Store	876	1,000 SFGFA	4.12	1.00	4.12	1.05	4.33
Arts and Crafts Store	879	1,000 SFGFA	6.21	1.00	6.21	1.68	10.43
Pharmacy/Drugstore with Drive-Through V	881	1,000 SFGFA	10.25	0.51	5.23	1.68	8.78
Marijuana Dispensary	882	1,000 SFGFA	18.92	1.00	18.92	1.68	31.79
Furniture Store	890	1,000 SFGFA	0.52	0.47	0.24	1.68	0.41
Medical Equipment Store	897	1,000 SFGFA	1.24	1.00	1.24	1.68	2.08
Liquor Store	899	1,000 SFGFA	16.62	1.00	16.62	1.78	29.58
Walk-in Bank	911	1,000 SFGFA	12.13	1.00	12.13	1.68	20.38
Drive-in Bank	912	1,000 SFGFA	21.01	0.65	13.66	0.42	5.74
Hair Salon	918	1,000 SFGFA	1.45	1.00	1.45	1.68	2.44
Copy, Print, and Express Ship Store	920	1,000 SFGFA	7.42	1.00	7.42	1.68	12.47
Food Cart Pod	926	Food Carts	6.16	1.00	6.16	1.68	10.35
Fast Casual Restaurant	930	1,000 SFGFA	12.55	1.00	12.55	1.68	21.08
Quality Restaurant	931	1,000 SFGFA	7.80	0.56	4.37	1.68	7.34
High-Turnover (Sit-Down) Restaurant	932	1,000 SFGFA	9.05	0.57	5.16	1.99	10.27
Fast-Food Restaurant without Drive-Throu	933	1,000 SFGFA	33.21	1.00	33.21	1.68	55.79
Fast-Food Restaurant with Drive-Through	934	1,000 SFGFA	33.03	0.50	16.52	2.13	35.18
Coffee/Donut Shop with Drive-Through W	937	1,000 SFGFA	38.99	1.00	38.99	0.69	26.90
Quick Lubrication Vehicle Shop	941	1,000 SFGFA	8.70	1.00	8.70	1.68	14.62
Automobile Care Center	942	1,000 SFGFA	3.11	1.00	3.11	1.68	5.22
Gasoline/Service Station	944	Vehicle Fueling Positions	13.91	0.58	8.07	1.68	13.55
Convenience Store/Gas Station	945	Vehicle Fueling Positions	18.42	0.44	8.10	1.68	13.62
Self-Service Car Wash	947	Wash Stalls	5.54	1.00	5.54	1.68	9.31
Automated Car Wash	948	Car Wash Tunnels	77.50	1.00	77.50	1.68	130.20
Car Wash and Detail Center	949	Wash Stalls	13.60	1.00	13.60	1.68	22.85
Truck Stop	950	Vehicle Fueling Positions	15.42	1.00	15.42	1.68	25.91
Winery	970	1,000 SFGFA	7.31	1.00	7.31	1.68	12.28
Drinking Place	975	1,000 SFGFA	11.36	1.00	11.36	1.68	19.08

Source: ITE, Trip Generation Manual, 11th edition; Abbreviations: ITE = Institute of Transportation Engineers.

Exhibit E-5: Multimodal Person Trip Conversion Factors

Development Type	ITE Unit of Code Measure	Average Daily Vehicle Trip Ends	Pass-by Trip Reduction Factor	New PM Peak Hour Vehicle Trip Ends	Person Trip Conversion Factor	Average Daily Person Trip Ends
Single Family Detached Housing	210 Dwelling Units	9.43	1.00	9.43	1.68	15.84
Multifamily (Low-Rise)	220 Dwelling Units	6.74	1.00	6.74	1.68	11.32
Mobile Home	240 Dwelling Units	7.12	1.00	7.12	1.68	11.96
Other (non Residential)	Person Trip					1.00

Source: ITE, Trip Generation Manual, 11th Edition. Person trip conversion factor of 1.68 from U.S. Department of Transportation, 2017 National Household Travel Survey.

Exhibit E-6: Multimodal Person Trip Growth Forecasts, Post Falls, 2025-2035

Proj. Average Daily Multimodal Trip-ends, 2025-2035 (People Not in Vehicles)			
	Home Based	Non-Home Based	Total
<i>Person Trip Factors</i>	<i>1.68</i>	<i>1.0</i>	
Core Area	8,746	-	8,746
Rest of Post Falls Area	104,317	-	104,317
Total	113,063	-	113,063

Source: calculated as difference between total vehicle trips and person-trips.

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/6/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: Memorandum of Understanding with City of Rathdrum for The Seltice Way Rehabilitation Project

ITEM AND RECOMMENDED ACTION:

Staff requests that the City Council approve and authorize the Mayor to sign the Memorandum of Understanding with City of Rathdrum regarding responsibilities on the Seltice Way Rehabilitation Project.

DISCUSSION:

In 2024, the City Council authorized design work of the rehabilitation of Seltice Way between Chase Rd. and McGuire Rd. A major component of this project is making improvements to underground utilities inside the project limits.

Early in the design, city staff along with J-U-B Engineers reached out to various stakeholders that included the City of Rathdrum. The City of Rathdrum's sewer system pumps wastewater to the City of Post Falls Water Reclamation Facility. Rathdrum's wastewater master plan identifies the future need of a new 16" force main within the Seltice Way project limits.

To minimize the impact to surrounding residences and businesses, the City of Rathdrum requested a section of the new force main be designed and installed as part of the City of Post Falls Seltice Way project. Constructing this pipeline at the same time as the Post Falls work decreases the likelihood of future projects in this corridor and including this work within the City's project will decrease the potential for conflicts within the construction zone. Overall, this is anticipated to save both entities on the construction work and to decrease the long-term impact to the public.

This memorandum of understanding (MOU) between the City of Post Falls and City of Rathdrum establishes the roles and responsibilities of the parties and outlines the reimbursement to the City of Post Falls for the scope of work requested by the City of Rathdrum. J-U-B Engineers will provide the Engineering and Design phase services outlined in the amendment, included as an agenda item concurrent with this request.

Upon completion of design work, both City of Rathdrum and the City of Post Falls will review the project plans and provide approval before moving forward with construction. Construction of the Seltice Way Pipeline and Rehabilitation project is anticipated to begin in 2026.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Engineering Services Agreement – July 16, 2024

Memorandum of Understanding with East Greenacres Irrigation District – March 7, 2025

APPROVED OR DIRECTION GIVEN:

Items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

This arrangement will be cost neutral or save the City of Post Falls in construction related costs. The City of Post Falls will invoice and be reimbursed by the City of Rathdrum for all project costs related to Rathdrum's requested pipeline work. If this work were accomplished separately, the City of Post Falls would expend more time (both staff time and consulting time) in coordinating the work that under this arrangement.

BUDGET CODE:

652-463.3229.95520

ATTACHMENTS:

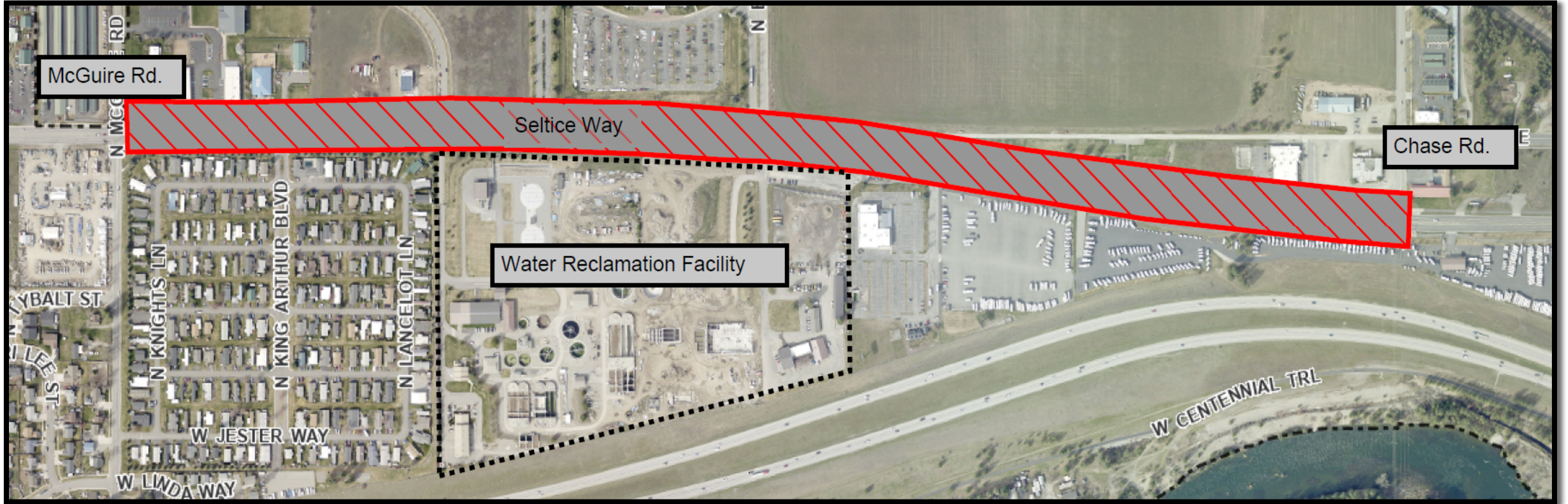
1. PPT Presentation - 2024 Seltice Way Rehabilitation and Pipeline - MOU with City of Rathdrum and JUB Contract Amendment #2
2. MOU between City of Rathdrum and City of Post Falls - Seltice Way Rehab

Seltice Way Rehabilitation and Pipeline Project – Memorandum of Understanding with City of Rathdrum & JUB Contract Amendment #2

Jaxon Fleshman
Project Manager, Public Works
May 6, 2025



Project Limits



City of Rathdrum 16" Line



MOU with City of Rathdrum

- City of Rathdrum
Wastewater – Treated at
City of Post Falls Water
Reclamation Facility
- 16” Forcemain upgrade
needed to accommodate
future flows



Benefits

- Same Design Engineers – Reduces Costs, Increased Efficiency
- Decreased likelihood of future projects in this corridor
- Decreased potential for conflicts within the construction zone
- Establishes Roles and Responsibilities for both Parties

Existing Condition



JUB Contract Amendment #2

- \$48,900 – To be Reimbursed
- Designs Rathdrum's forcemain from WRF to North of McGuire/Seltice intersection.
- CMS Contract Amendment in a future request.

Next Steps

- Design – Fall 2025
- Bidding – Winter 2025
- Construction – Spring 2026



Questions?

MEMORANDUM OF UNDERSTANDING

**Between
The City of Post Falls
And
The City of Rathdrum**

PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the City of Post Falls ("Post Falls") and the City of Rathdrum ("Rathdrum") to outline the terms and conditions for incorporating Rathdrum's force main upgrade into Post Falls' Seltice Rehabilitation Project (the "Project"). This collaborative effort aims to improve infrastructure efficiently while ensuring proper cost-sharing and reimbursement mechanisms.

Rathdrum owns and operates an existing sanitary sewer force main(s), which conveys Rathdrum raw sewage to the Post Falls WWTP. A portion of the existing sanitary sewer force main resides within the limits of the Project. Rathdrum has expressed a need to upsize this existing sanitary sewer force main and has asked Post Falls to consider this element into the Project.

AUTHORITY

This MOU is established according to Idaho Code Sections 67-2326 through 67-2333, which allow public agencies to enter into cooperative agreements.

DEFINITIONS

1. **Scope Development:** The process of defining specific tasks, objectives, and deliverables for the force main upgrade.
2. **Change Order (CO):** A document detailing modification to the project's original scope, schedule, or cost.
3. **Contingency Fund:** A reserve fund for unexpected costs during construction.

SCOPE OF WORK

1. **Scope Development:** Rathdrum shall work with J-U-B Engineers to develop the scope of work for the force main upgrade, which will be incorporated into the Project. The Rathdrum sanitary sewer force main exists within the McGuire Road public right-of-way and/or easements, between the UP Railway right-of-way and Seltice Way. The Rathdrum sanitary sewer force main then resides in the Seltice Way public right-of-way between McGuire Road and the Post Falls WWTP.

2. **Design and Construction Integration:** Post Falls' overall design and construction contracts will include the force main upgrade to ensure seamless execution, with a preference for having a single contractor.

RESPONSIBILITIES

1. **City of Post Falls:**

- Manage and oversee the design and construction contracts, ensuring compliance with agreed timelines and standards.
- Approve and sign contract amendments and change orders ("COs") in consultation with Rathdrum and in accordance with this MOU.
- Ensure adequate and consistent inspections are conducted as required.

2. **City of Rathdrum:**

- Provide the finalized scope of work and finalized specifications for Rathdrum's portion of the project in collaboration with J-U-B Engineers.
- Review, provide input on, and approve contract amendments and COs as they pertain to Rathdrum's portion of the work.
- Ensure compliance with all necessary permits and regulatory requirements for the force main upgrade. Post Falls shall assist with this as needed.
- Provide a representative at construction meetings who is authorized to make project-related decisions.
- Conduct site visits and inspections sufficient to assure Rathdrum the construction work is being done in accordance with their approved plans and specifications, noting any deficiencies to the project Engineer in a timely manner.
- Rathdrum would like to utilize J-U-B Engineers for construction observation/inspection services and agrees to cost-share fees for Rathdrum's share of the Rathdrum sanitary sewer force main work.

FINANCIAL ARRANGEMENTS

1. **Reimbursement:**

- Rathdrum agrees to reimburse Post Falls for all costs related to the force main upgrade including design, construction, and special inspections.
- Monthly invoices detailing expenses will be issued by Post Falls to Rathdrum.

2. **Cost Sharing:**

- A placeholder provision will be included for a schedule of values outlining the cost share for construction, to be finalized upon receipt of construction bids.

3. **Contingency:**

- Rathdrum acknowledges the need to pre-authorize a contingency for during construction, with costs subject to reimbursement.

4. **Funding Appropriations:**

- This agreement is subject to the availability of funds appropriated by the governing bodies of both parties. Neither party is obligated to expend funds beyond such appropriations.

PROCEDURES

1. Change Orders (COs):

- Rathdrum shall review and approve all COs related to the force main upgrade and provide feedback within five business days. Rathdrum's approval of Change Orders shall be made by their City Engineer or approved delegate.
- Post Falls keeps final authority to approve and sign COs.

2. Contractor Selection:

- A single contractor will be engaged to execute the entire Project, including Rathdrum's force main upgrade. Rathdrum shall be sent all documentation by Post Falls related to contractor selection, including, but not limited to, the bid response and the final executed contract.

3. Compliance with Standards:

- Construction and Upgrades shall follow all applicable local, state, and federal standards and regulations.

4. Contract Amendments:

- Any contract amendments that relate to or affect Rathdrum's portion of the work shall be sent to Rathdrum by Post Falls for review and approval before final execution.

TERM AND TERMINATION

1. Effective Date:

- This MOU becomes effective upon signature by authorized representatives of both parties.

2. Amendments:

- This MOU may be amended by mutual agreement in writing.

3. Termination:

- Either party may terminate this MOU with 30 days written notice, provided all outstanding financial obligations are settled.

LIABILITY AND INDEMNIFICATION

1. Each party shall be responsible for its actions and liabilities. Nothing in this MOU shall be construed to create additional liability or indemnification obligations.
2. In case of a liability claim, each party shall defend its interests.

LIMITATIONS

Nothing in this MOU shall be construed to create an employment relationship, joint venture, or partnership between the parties. Each party shall remain responsible for its liabilities and obligations.

DISPUTE RESOLUTION

If a dispute arises under this MOU, the parties agree to engage in good-faith negotiations to resolve the issue. If negotiation cannot achieve resolution, the parties may pursue mediation or other mutually agreed dispute resolution methods.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated below:

City of Post Falls:

Ronald G. Jacobson
Mayor, City of Post Falls

Date: _____

City of Rathdrum:

_____

Mike Hill
Mayor, City of Rathdrum

Date: 4/9/25

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: Seltice Way Rehabilitation - Contract Amendment with JUB Engineers

ITEM AND RECOMMENDED ACTION:

Staff requests City Council approval and authorization of the Seltice Way Rehabilitation Contract Amendment with JUB Engineers. Council approval will authorize the mayor to execute the agreement for the city.

DISCUSSION:

In 2024, the City Council authorized design work for the rehabilitation of Seltice Way between Chase Rd. and McGuire Rd. This project includes new wastewater infrastructure to address future needs of the city. Early in the design, city staff along with J-U-B Engineers reached out to various stakeholders including the City of Rathdrum. A Memorandum Of Understanding (MOU) is presented separately on this agenda and concurrent with this request. The MOU agenda item outlines their request to include a future wastewater forcemain as part of the City of Post Falls project and the roles and responsibilities of each party.

The City of Rathdrum, in consultation with J-U-B Engineers and city staff, have developed this contract amendment for the design of a new wastewater forcemain to be operated by the City of Rathdrum. The City of Rathdrum will reimburse the City of Post Falls for the costs associated with this Amendment in line with the terms of the MOU. The design cost for this amendment is \$48,900.

Upon completion of design work, both City of Rathdrum and the City of Post Falls will review the project plans and provide approval before moving forward with construction. The City of Rathdrum may negotiate the addition of construction services in a future amendment. Construction of the Seltice Way Pipeline and Rehabilitation project is anticipated to begin in 2026.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Engineering Services Agreement – July 16, 2024

Memorandum of Understanding with East Greenacres Irrigation District – March 7, 2025

APPROVED OR DIRECTION GIVEN:

Items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this work will be from the Seltice Way Rehabilitation capital project budget for the utilities scope of the project. This request is for \$48,900. The City of Rathdrum will reimburse these design costs to the City of Post Falls as outlined in the MOU presented along with this item.

BUDGET CODE:

652-463.3229.95520

ATTACHMENTS:

1. J-U-B Contract Amendment #2 - Seltice Way Rehabilitation





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

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

PROJECT NAME: Seltice Way Rehabilitation and Pipeline Project

CLIENT: City of Post Falls

J-U-B PROJECT NUMBER: 20-24-039

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

ATTACHMENT TO:

☐ **AGREEMENT DATED:** _____; or

☒ **AUTHORIZATION FOR CONTRACT AMENDMENT #002; DATED:** _____

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 Rathdrum uses a parallel forcemain system of varying diameters to transport their wastewater to the Post Falls Water Reclamation Facility (WRF). Prior to 2007, the flow was sent to the WRF through an 8-inch, followed by a 10-inch forcemain. The Rathdrum Wastewater Master Plan (WWMP) details the need to install a parallel 16-inch forcemain to the WRF to support future flows; two of four phases have been completed to date.

The City of Post Falls is conducting the design of several force mains and transportation improvements in Seltice Way from Chase Road (Rd.) to McGuire Rd. and into the WRF as detailed in the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 7/16/2024. To minimize the impact to surrounding residences and businesses the City of Rathdrum has requested to install their future 16-inch forcemain piping from the existing 16-inch connection approximately 300 linear feet north of the Seltice and McGuire intersection to the WRF in conjuncture with the City of Post Falls project. (which is currently scheduled for construction in 2025-2026). This work will be included as a separate bid schedule within the Bid Package currently being developed for the City.

The City of Post Falls and City of Rathdrum will execute a separate memorandum of understanding or agreement to include these design phase services for City of Rathdrum infrastructure into the Post Falls agreement.

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 Utilities Design Phase Services

1. Subtask 007 – City of Rathdrum Forcemain Design
 - a. One coordination meeting.
 - b. McGuire Roadway Corridor Alignment Survey and Base Mapping – From Seltice Way to approximately 365 linear feet north of the intersection. Survey base map showing field located utilities, topography, roadways, structures, pedestrian ramps, survey monumentation, boundary survey record modeling, and surface features. Boundary level survey of rights-of-way, easements and a Record of Survey included in other scope items.

- i. Detailed topographic survey data will be acquired in the project corridor for all hardscape features. Topography between the hardscape and the right-of-way lines (the grassy areas and landscaped areas) will be acquired using a less dense approach and augmented as necessary for finite design.
 - ii. Utility Locates - J-U-B will call in design locates to One Call. Any marks provided by the utility companies and/or providers will be surveyed and shown on the topographic survey base map.
 - iii. Field Check Base map / Identify Additional Survey Request Extents
 - c. Preliminary Engineering Report (PER) – Summarizing the 60% design and referencing the forcemain analysis contained in the IDEQ approved Rathdrum WW MP and previous phase PER documents.
 - i. Materials Selection
 - ii. Construction Coordination Sequencing
 - iii. Draft Report
 - iv. Preliminary Civil Design Plans
 - (a) Survey (V) Sheets - Topographic Survey Sheets for additional project extents approximately 365 feet north of the Seltice and McGuire intersection.
 - (b) Civil Utility (CU) Sheets – Civil Utility Sheets consisting of the following reaches
 - 1. 1,850 LF of 16-inch Rathdrum Force Main – North of McGuire to WRF
 - (c) Preliminary Engineer's Opinion of Probable Cost
 - v. QC Review and Updates
 - vi. Deliverables for City and IDEQ
 - vii. Respond to IDEQ Comments to PER
 - d. 95% Design Submittal
 - i. V Sheets - Topographic Survey Sheets for additional project extents approximately 365 feet north of the Seltice and McGuire intersection.
 - ii. CU Sheets – Civil Utility Sheets consisting of the following reaches
 - (a) 1,850 LF of 16-inch Rathdrum Force Main – North of McGuire to WRF
 - (b) Detail for Interconnection to existing 16-inch north of Seltice and McGuire Intersection
 - iii. Contract Documents (Technical Specifications) required for Rathdrum FM work.
 - iv. Quality Assurance/Quality Control (QC) Review of the 95% Design
 - v. Engineer's Opinion of Probable Cost Opinion Development for 95%
 - e. Finalize Design for Bidding
 - i. V Sheets - Topographic Survey Sheets for additional project extents approximately 365 feet north of Seltice and McGuire intersection, including boundary survey demarking property lines on the plans.
 - ii. CU Sheets – Civil Utility Sheets consisting of the following reaches
 - (a) 1,850 LF of 16-inch Rathdrum Force Main – North of McGuire to WRF
 - (b) Detail for Interconnection to existing 16-inch north of Seltice and McGuire Rd
 - (c) Existing Connection Bypass and Sequencing Plan
 - iii. Finalize Contract Documents (Technical Specifications) required for Rathdrum FM work.
 - iv. Update Cost Opinion Development for Bid Set
 - v. QC Review and Updates
 - vi. Bid Set Deliverables / Stamping for City and IDEQ

B. Task 020 Transportation Design Phase Services (Lump Sum)

- 1. Subtask 007 – City of Rathdrum Forcemain Design (Transportation)
 - a. One Coordination meeting

- b. Civil Utility Coordination (**Seltice/McGuire intersection approximately 350' north of the intersection**) – J-U-B will take the lead on contacting and mapping utilities, coordinating utilities, identifying conflicts, and coordinating relocations resulting from project conflicts. J-U-B will position for timely notifications to utility companies according to the ITD Guide for Utility Management and will attempt to relocate utilities prior to construction, however utility relocations are often dependent on the utility company's relocation schedule. As part of this task J-U-B will:
 - i. Send an Initial Contact Letter notifying the utility company of the project and asking for record mapping.
 - ii. Send Notification of Conflict letters to each utility in conflict with the project.
 - iii. Compile Relocation Order Letters for the City of Post Falls to execute and distribute to utility companies identifying relocation windows and authorizing relocations.
 - iv. Civil Utility Assumptions:
 - (a) All utility relocations will be at utility expense and will not require agreements.
- c. Transportation Design - 95%
 - i. Civil Transportation Plans - Traffic Control - 2 sheets at 60 scale
 - ii. Civil Transportation Plans – Utilities – 1 sheets at 40 scale
 - iii. Update Cost Opinion, include engineering construction phase services
 - iv. QC Review
 - v. 95% Deliverable (Plans, Specifications, and Cost Opinion)
 - vi. Civil Transportation Design Assumptions:
 - (a) The force main installation will be constructed with a standard trenching detail. Resetting of the roadway alignment and/or profile will not be required.
 - (b) Staging of the construction along McGuire will be required to maintain traffic. Up to 2 stages are anticipated.
- d. Transportation Design - Finalize for Bidding
 - i. Finalize bidding package (Plans, Specifications, and Cost Opinion) based on 95% comments. This deliverable will be signed and sealed ready for bidding.

C. Task 900: 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. City of Rathdrum to provide PDF copies of Preliminary Engineering Report(s) completed for prior phases of their 16-inch forcemain.
 - 2. City of Rathdrum to provide record drawings of forcemain at proposed connection point.
- 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. Bidding and Construction Phase Services

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. With Owner's permission, J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010-007	Utilities Design Phase Services (Lump Sum)	Lump Sum	\$29,700	Add 30-calendar days to original agreement schedule
020-007	Transportation Design Phase Services (Lump Sum)	Lump Sum	\$19,200	Add 30-calendar days to original agreement schedule
Total:			\$48,900.00	

C. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

Exhibit(s):

- None

For internal J-U-B use only:

PROJECT LOCATION (STATE): ID

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Traffic/Transportation (T03)

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Fair, Parks and Recreation Director

SUBJECT: Construction Improvement Agreement – Montrose Sports Complex

ITEM AND RECOMMENDED ACTION:

Before Council is the Construction Improvement Agreement for the Montrose Sports Complex. It is the staff's recommendation to approve this agreement and to authorize the Mayor to sign it.

DISCUSSION:

This is the formal document that covers the agreed-upon development obligations of Greenstone-Kootenai II in relationship to the construction of the Montrose Sports complex. It is also the instruments that allow them to construct on this site and for us to cost share in a portion of the fencing that exceeds the development budget.

Phase one improvements include the construction of two adult softball fields, a 114-stall parking lot, construction of a main asphalt entrance path and a northern perimeter asphalt path, associated landscape and irrigation improvements, site utilities, and a gravel maintenance yard.

The total cost for Phase 1 construction is \$2,135,850.56. Per the PUD requirements, the developer is obligated to contribute \$2,052,484.56 and the City will reimburse the remaining \$83,366.00. Staff is also seeking a 3% contingency for the whole project cost for unforeseen conditions in the amount of \$64,075.52, for a total request of \$147,441.52.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

2019 - A proposed use exchange between the Montrose land and the Tullamore Sports Complex exchanged adult and youth uses.

1019 - A park improvement agreement was approved in April.

2023 - The purchase of 6.6 acres of land adjoining the dedicated city property to complete the needed footprint of the desired sports complex.

APPROVED OR DIRECTION GIVEN:

All items were approved by the council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$147,441.52 This is a projected reimbursement of \$83,366.60 and a contingency of 3% on the whole project cost. This amount will be covered by Park Impact Fees.

BUDGET CODE:

038-443.0000.94230

ATTACHMENTS:

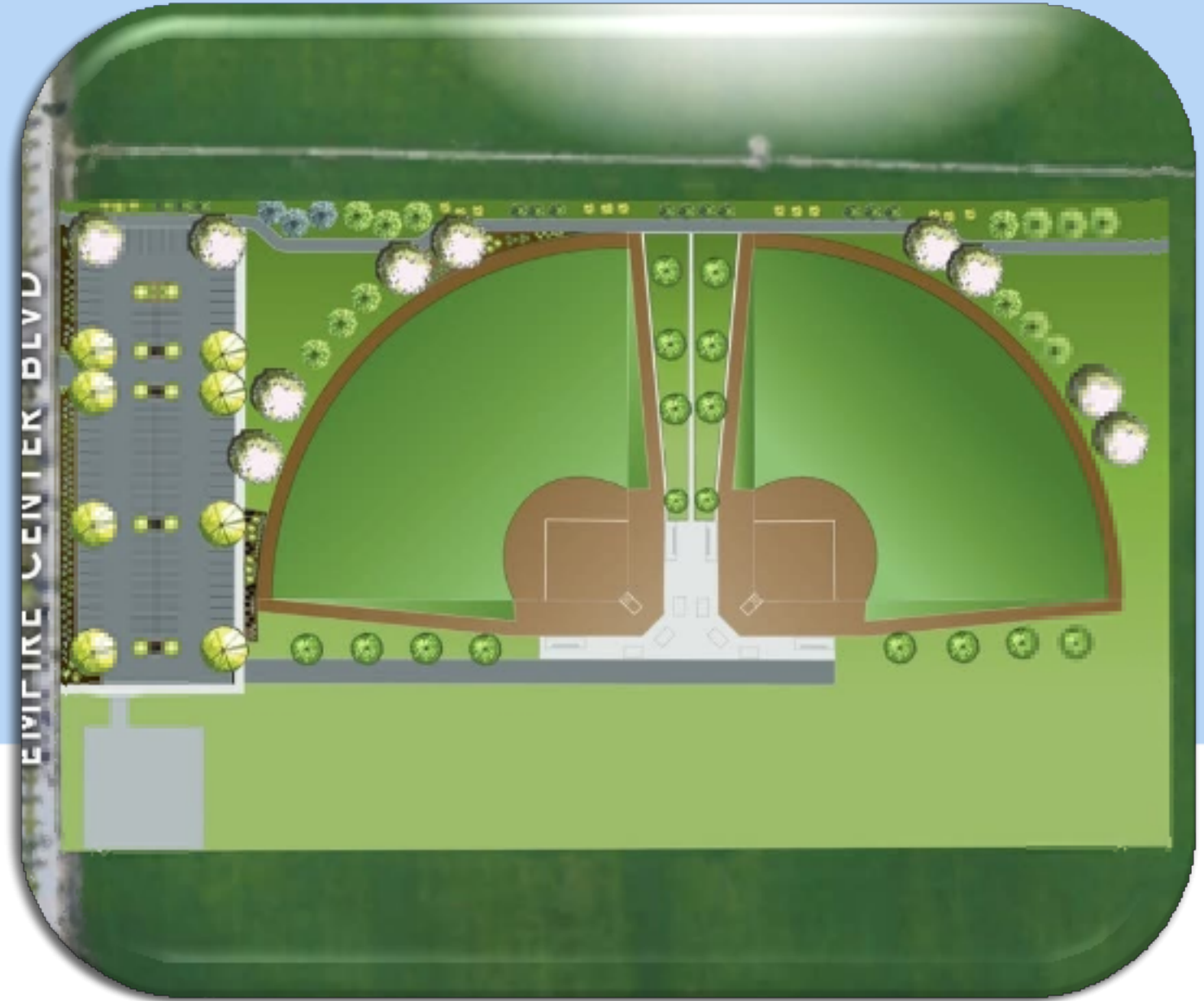
1. Montrose Sports Complex PowerPoint

2. Signed Construction Improvement Agreement - Montrose Sports Complex
3. Exhibit A_APPROVED_Montrose Parking and Softball Fields
4. Exhibit B - Quote
5. Montrose Phase 1 Area

Montrose Sports Complex

Dave Fair – Parks & Recreation Director

City Council
May 6, 2024



Background:

- PUD requirements



MONTROSE
A PORTION OF SECTION 33,
T.51 N., R.4 W., BOISE MERIDIAN
KOOTENAI COUNTY, IDAHO
JUNE 1998



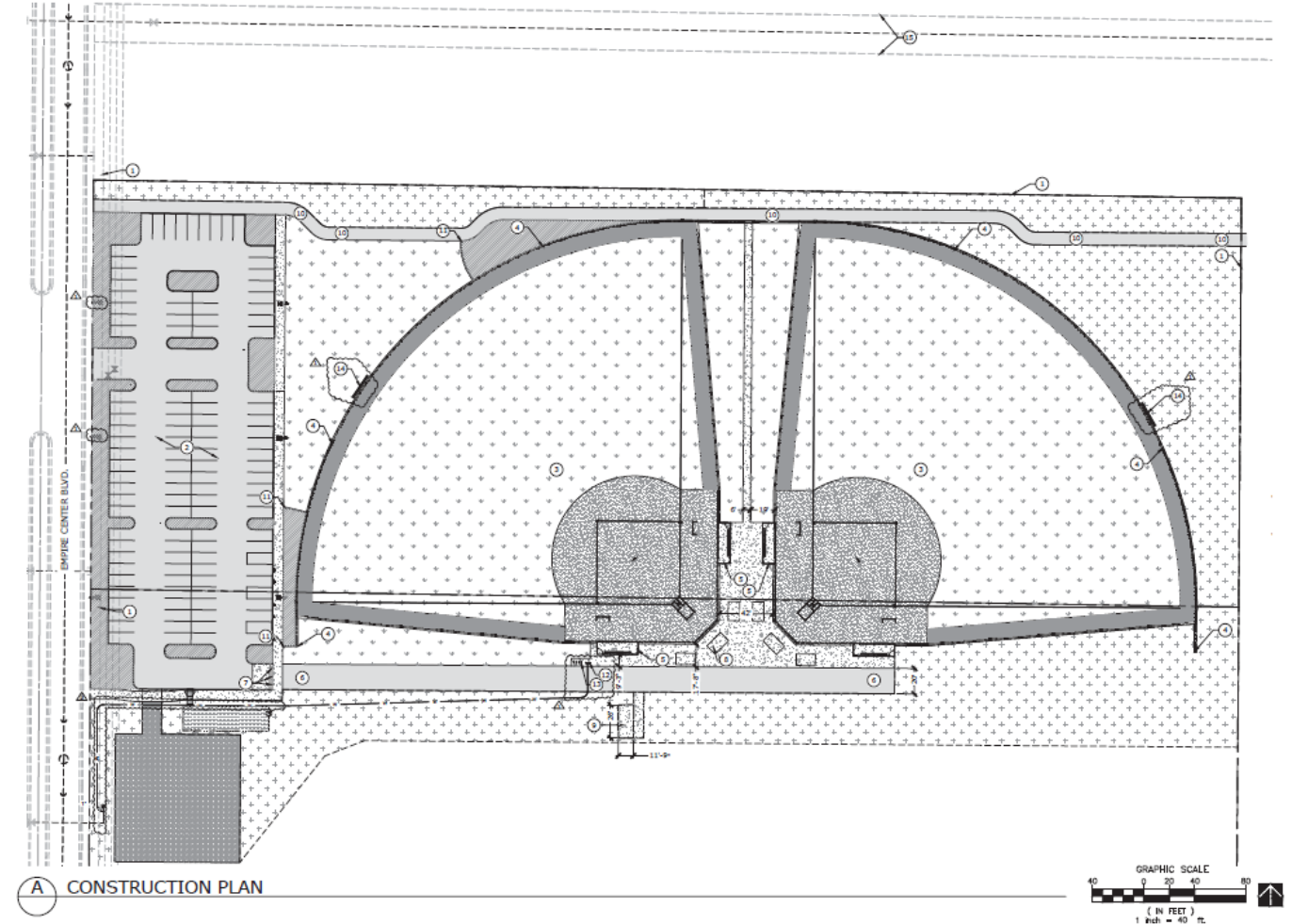
Phase 1 Scope:

- Two adult softball fields
- 114 stall parking lot
- Main asphalt entrance path and northern perimeter path
- Associated landscape and irrigation improvements
- Site utilities
- Gravel maintenance yard



CALLOUTS

- | | |
|--|--|
| 1 PROPERTY LINE. | 11 BLEACHERS (TYP.) POST FALLS STD. SIZE 8 ROW, 18" WIDE, W.C. PROVIDED BY OWNER. |
| 2 PARKING LOT. SEE CIVIL PLANS. | 12 CONCRETE PAD (BASE BID) FOR PORTABLE TOILET ENCLOSURE, POLYCON PLUS-HC (X2) (ALTERNATE #1). |
| 3 ADULT SOFTBALL FIELD. 300' OUTFIELD. SEE SHEET LD-1, DETAIL A. | 13 ASPHALT TRAIL 10' WIDE. |
| 4 OUTFIELD NETTING. 30' TALL, INTEGRATED WITH CHAINLINK FENCE WHERE PRESENT. | 14 8" WIDE CONCRETE MONUMENTS. SEE SHEET LD-7, DETAIL F. |
| 5 DUGOUTS. POLYCON DUGOUT LINKUP 12' X 32' WITH BLACK VINYL COATED CHAIN LINK. | 15 DRINKING FOUNTAIN. SEE SHEET LD-7, DETAIL D. |
| 6 MAINTENANCE/EMERGENCY ACCESS & PEDESTRIAN ACCESS - 20' WIDE. | 16 BASE BACK, QTY FOUR. SEE SHEET LD-7, DETAIL E. |
| 7 FOLDDOWN BOLLARD. INSTALL PER MANUFACTURER'S SPECIFICATIONS. | 17 ALTERNATE #1 SCOREBOARD. VARSITY SCOREBOARDS 3312 BASEBALL/SOFTBALL SCOREBOARD IN ROYAL BLUE. |
| | 18 WATERLINE CEMENT. |



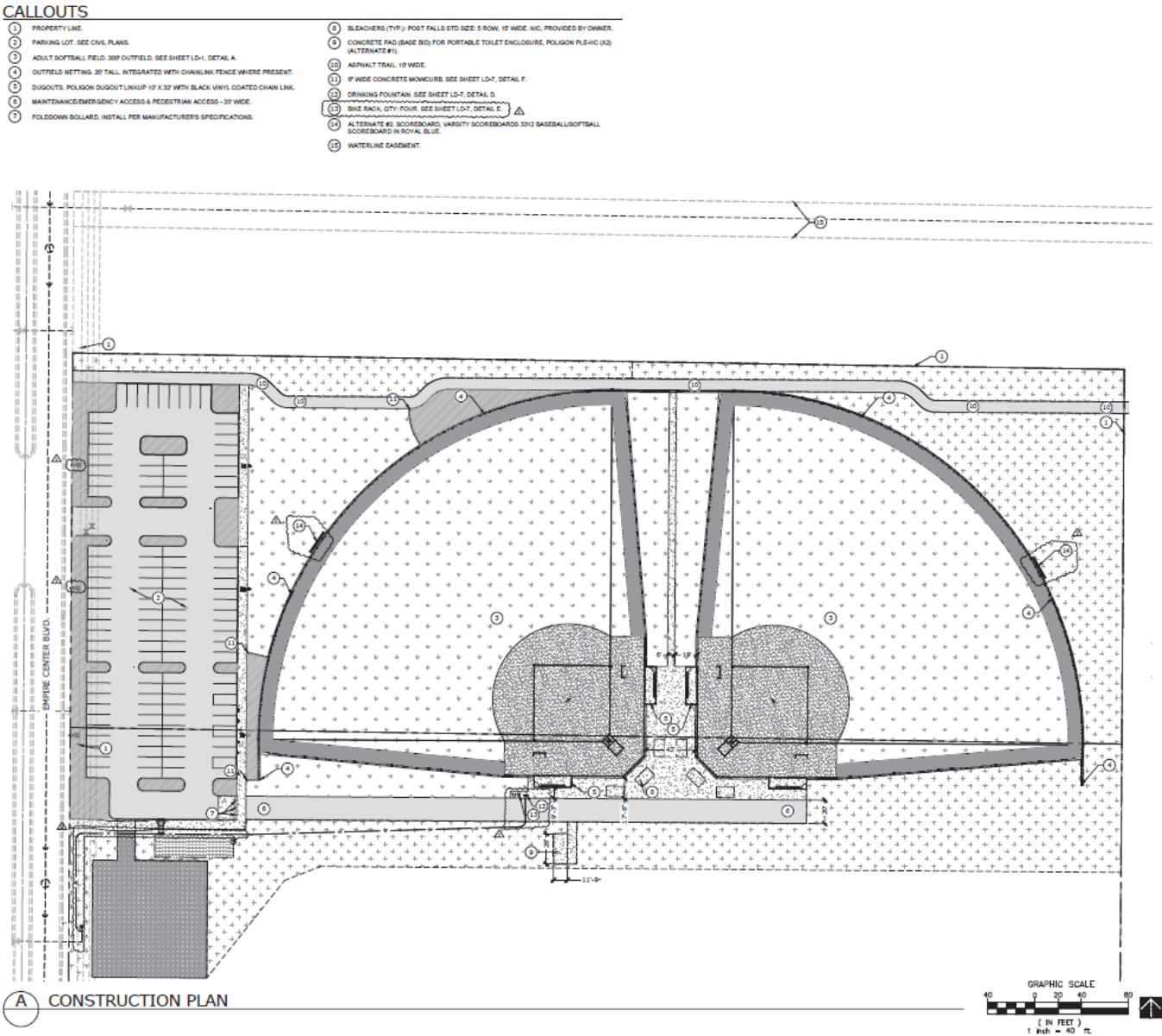
Funding

Total Construction Costs	\$2,135,850.56
Developer Obligation	\$2,052,484.56
City Reimbursement	\$83,366.00

Seeking 3% contingency for potential change orders of unforeseen conditions in the amount of \$64,075.52.

Reimbursement	\$83,366.00
Contingency	\$64,075.52
TOTAL	\$147,441.52

Paid out of Park Impact Fees



THANK YOU

QUESTIONS?

CONSTRUCTION IMPROVEMENT AGREEMENT
Montrose Sports Complex

This Construction Improvement Agreement (“**Agreement**”) is entered into this ____ day of _____, 2025, between the **City of Post Falls** (hereinafter the “**City**”) Greenstone-Kootenai, II, Inc. (“**GK II**”) an Idaho general business corporation with its principal place of business at N 1421 Meadowwood Lane, Ste. 200, Liberty Lake, WA 99019 to confirm the parties’ understanding of GK II’s obligation to design and construct to the City ball fields located at the corner of W. Seltice Way and N. Empire Center Blvd and the City’s commitment for partial reimbursement for such costs. This Agreement is not binding upon either party unless and until all parties have executed and delivered this Agreement.

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

RECITALS:

1. On May 5, 1998 the City approved the Montrose PUD Master Development Agreement which was recorded as Kootenai County Instrument No. 1572462.
2. That agreement, in conjunction with the September 11, 1998 Phased Subdivision Development Agreement, recorded as Kootenai County Instrument No. 1558144, and the Findings of Facts and Conclusions of Law approving the Montrose PUD, approved by the City Council on May 5, 1998, required GK II’s predecessors to construct and dedicate to the City two public parks in exchange for the City waving park impact fees for the development, in addition to other requirements.
3. On April 16, 2019, the parties entered into a Park Improvement Agreement outlining GK II’s obligation construct a park at a mutually agreeable location and to transfer ownership of the park to the City by January 1, 2021 in partial fulfillment of GK II’s obligations.
4. Since that time the parties have agreed on specific locations and amenities to be constructed and dedicated by GK II to fulfill its obligations under the above referenced agreements as addressed in the Addendum to the Montrose PUD Master Development Agreement.
5. This Construction Improvement Agreement supersedes and replaces the parties’ Park Improvement Agreement dated April 19, 2019.
6. The parties now enter into this Agreement to formalize the parties’ understanding regarding GK II’s obligation to design and construct the Montrose Sports Complex Improvements and the City’s commitment to reimburse the approved costs and acceptance to the City.

AGREEMENT:

1. Recitals True: The Recitals are true and correct and hereby incorporated by this reference.
2. GK II to Design and Construct Montrose Sports Complex Improvements: GK II agrees to design and construct the Montrose Sports Complex Improvements comprising of two parcels (AIN 351374 and

188398) located at the northeast corner of Seltice Way and N. Empire Center Blvd by November 28, 2025. The Montrose Sports Complex Improvements will be constructed in compliance with the construction plan set approved by the City and attached to this Agreement as **Exhibit "A"** which by this reference is incorporated herein (the "Approved Plans"). In general, the Montrose Sports Complex Improvements will include site mass grading, a parking lot with associated landscaping and irrigation, two softball fields, and project utilities.

3. Cost Reimbursement: The parties agree that GK II is entitled to partial reimbursement from parks and recreation impact fees collected up to the date that reimbursement is requested, for the costs of constructing the approved Montrose Sports Complex Improvements as provided in the Approved Plans. The parties agree that GK II is entitled to a reimbursement of \$83,366.00, as itemized on the summary attached hereto as **Exhibit "B."** If there are insufficient parks and recreation impact fees collected to fully reimburse GK II for those costs that are reimbursable under this Agreement, the parties agree that GK II will be entitled to a credit against future parks and recreation impact fees for any unreimbursed costs up to that amount. The parties agree that any impact fee credit may not be transferred to any other party, without express written authorization from the City, and expires five (5) years after the date that impact fee reimbursement is requested by GK II. The parties agree that this Agreement is entered into in good faith by both parties and is intended to comply with Idaho Code § 67-8209(4).

4. GK II to Retain Engineer: GK II agrees to retain a civil engineer and other necessary design professionals as may be needed (the "**Consultants**") to design and complete the Montrose Sports Complex Improvements and to supervise its construction. The Consultants retained by GK II to perform work under this Agreement will not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the Consultants retained by GK II to design and supervise the construction and inspection of the work that is the subject of this Agreement are doing so for the benefit of GK II and the City. The Consultant's duties will include responsible and in-charge, fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with the Approved Plans and applicable standards of practice for the respective professions of the Consultants.

5. Quality Assurance and General Standard of Workmanship: GK II's Consultants must coordinate with the City in performing their duties to provide for certification of all construction work. GK II's Engineer is responsible and in charge of the quality control/inspection activities. GK II must construct all improvements in accordance with the Approved Plans and the terms, covenants, and conditions of this Agreement.

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

7. Coordination and Approval of Design: GK II agrees to require its Consultants to coordinate with the City on each phase of the design and construction in accordance with the plans attached as Exhibit A. All construction must be high quality workmanship and be completed consistent with current city standard drawings and notes.

8. Performance Guaranty: GK II guarantees that it will design and construct the Montrose Sports Complex Improvements contemplated by this Agreement by October 1, 2025. GK II agrees that if it fails to complete the improvements contemplated by this Agreement by that date that the City may withhold all development approvals for the area contained within the Montrose PUD (City File # P-97-03) including subdivision approval and building permits for any additional development until such time as GK II completes the Montrose Sports Complex Improvements as outlined in this Agreement. GK II waives any claim it may have and agrees to indemnify, defend (at the City's option) and hold the City, its

officers, employees and agents harmless from any and claims resulting from the City withholding development approvals consistent with this section.

9. Permits, Laws, and Fees: Prior to construction, GK II will acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by GK II under this Agreement must comply with all applicable statutes, ordinances, rules, and regulations. GK II will pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated.

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

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

12. Required Reporting: GK II must submit to the City, on a regular basis, written reports certified by the Engineer as required by this section. Express or implied approval by the City of any report or inspection does not authorize any deviation from Approved Plans from the terms of this Agreement unless such express approval notes such deviation.

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

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

12.3. GK II will promptly furnish to the City copies of all final surveys and as-built drawings required for the completion of the Montrose Sports Complex Improvements.

12.4. At the completion of construction and prior to acceptance by the City, the Engineer must submit to the City a report certifying that the improvements were constructed in general conformance with the Approved Plans and that they meet standards established by the City. This certification must include a cover letter with the Engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data.

13. Observance and Testing: The Consultant's or their representatives must attend regularly scheduled jobsite meetings with a City representative to review construction progress and inspection activities. The City may monitor the progress of the work and GK II'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 GK II from performing tests and inspections required by this Agreement. If GK II fails to notify the City of inspections, tests and construction progress as required by this Agreement, the City may require, at GK II's expense, retesting, exposure of previous stages of construction, or any other steps which the City reasonably deems necessary to determine whether the work conforms to this Agreement. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of GK II or any other person.

14. Stop Work Orders: If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that GK II will fail to comply, or if GK II does fail to comply with this Agreement or GK II or the GK II's Engineer fails to perform their inspection and quality control duties, the City may stop all further construction of the Ball Field Improvements by issuing a stop work order regarding the nonconforming construction and notifying GK II and its Engineer of the order. The stop work order will remain in effect until the City approves arrangements made by GK II to remedy the nonconformity and GK II provides reasonable assurances that future nonconformities will not occur. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of GK II 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.

15. Notice of Stop Work to Be Included in Contracts: GK II will include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Post Falls, pursuant to a 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 if the work performed under this Agreement fails to comply with any provision of such Improvement Agreement. If the City issues a stop work order, the contractor must immediately cease all work and await further instructions from GK II and City.

16. Repairs Prior to Acceptance: GK II will repair or pay the cost of repairing damage to any Montrose Sports Complex Improvements that occurs prior to the City's final acceptance, except for damage caused solely by the City, its agents, employees, or contractors. GK II will give reasonable notice to the City before undertaking the repair of any damaged Montrose Sports Complex Improvements.

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

18. Survey Monuments: Upon completing the Montrose Sports Complex Improvements, GK II must replace any lot corners and survey monuments as required by Idaho Code.

19. Inspection Prior to Acceptance: Upon receiving notice that GK II has completed the Montrose Sports Complex Improvements, the City will schedule inspections of the improvements within 15 days. Utility providers may inspect any phase of work on Montrose Sports Complex Improvements of which it is to assume control. The City or the appropriate utility, will inform GK II in writing of any deficiencies in the work found during the inspection. GK II will, at its own expense, correct all deficiencies found. Upon receiving notice that the deficiencies have been corrected, the City, or the appropriate utility, will re-inspect the applicable Montrose Sports Complex Improvements within 15 days. Such re-inspections will continue until GK II has corrected all deficiencies in the Montrose Sports Complex Improvements.

20. Requesting Acceptance: After a final inspection has determined that all Montrose Sports Complex Improvements and other related work meet City standards, GK II may request in writing that the City accept the Montrose Sports Complex Improvements and reimbursement for any reimbursable work under this Agreement. The request must be accompanied by:

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

20.2. A Certificate of Compliance signed and stamped by the Engineer establishing that the Montrose Sports Complex Improvements have been constructed in general conformance with the Approved Plans.

20.3. A certification that all contractors and vendors have been paid and no liens or other claims have been recorded, and certification that GK II knows of no intent to file a claim or lien against the Montrose Sports Complex Improvements, the City or private utility improvements related thereto.

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

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

22. Consequences of Final Acceptance: Upon final acceptance of the Montrose Sports Complex Improvements, the City will maintain the property and all related improvements except regarding GK II's warranty obligations under this Agreement.

23. Payment of Reimbursement: Once the City Council has accepted the improvements, GK II will submit an invoice for payment of its reimbursable costs and expenses under this Agreement. City will reimburse GK II for its invoices submitted under this Agreement within ninety (90) days after receipt.

24. Warranty: GK II must warrant the design, construction materials and workmanship of the Montrose Sports Complex Improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year. This warranty must cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or during repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages. The warranty period for the project shall begin upon Final Acceptance. GK II's warranty will not extend to any failure or defect caused solely by changes in construction processes or materials required by the City (but excluding workmanship in implementing City required changes). The fact that the City takes any action, or omits to take any action, authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of GK II's warranty.

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

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

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

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

25.3. Letter of Credit. GK II 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.

26. Warranty Claims: The City will notify GK II in writing upon its discovery of any failure or defect covered by the warranty in Section 24. The City will notify GK II and provide an opportunity for GK II to inspect before conducting any test or inspections to determine the cause of the failure or defect and will notify GK II of the results of all such tests and inspections. GK II must correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. GK II will correct the failure or defect at its own expense and to the satisfaction of the City. If GK II fails to correct the failure or defects within the time allowed, the City may correct the failure or defect at GK II's expense. If GK II 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 GK II's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost. In case of an emergency affecting public health and safety, the City may make immediate required repairs and notify GK II and contractor as quickly as possible.

27. Default: The City may declare GK II to be in default under the following circumstances:

27.1. If GK II 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.

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

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

28. Remedies for Default: Upon a declaration of default, and failure to cure under Section 28, the City may:

28.1. Perform any act required of GK II under this Agreement, including drawing surety and construction of all or any part of the Ball Filed Improvements after giving formal notice in writing to GK II. GK II is liable to the City for any costs incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due GK II from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to GK II to remedy any defaults that fall under subsection 27.3.

28.2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing GK II's obligations under this Agreement.

28.3. 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.

29. General Provisions:

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

GK II: Greenstone-Kootenai II
Attn: Kevin Schneidmiller
N. 1421 Meadowwood Lane, Ste. 200,
Liberty Lake, WA 99019

Email: Kschneidmiller@greenstonehomes.com

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

Email: dfair@postfallsidaho.org

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

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

29.3. Indemnification: GK II hereby agrees to indemnify and hold the City harmless from any claim, action, or demand arising from any act or omission related to its performance of duties pursuant to this Agreement. The liability assumed by GK II pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the Montrose Sports Complex Improvements. GK II acknowledges that the work on the Montrose Sports Complex Improvements will take place on lands, which may be owned or otherwise subject to control by the City. GK II will provide general liability insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City will be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability. GK II will hold the City harmless against any claims made by GK II's contractors.

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

29.5. Approval and Consent: Wherever in this Agreement consent or approval of either party is required; consent or approval will not be unreasonably withheld or delayed. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

29.6. Neutral Construction: This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.

29.7. Captions: The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

29.8. Waiver: The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

29.9. Subsequent Modifications: This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

29.10. Saturdays, Sundays, and Legal Holidays: If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.

29.11. Venue: In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Kootenai County, Idaho and any action may not be brought or removed to any other venue.

29.12. Applicable Law: This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Idaho. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

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

29.14. Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the design and construction of the subject Montrose Sports Complex Improvements and supersedes and replaces all written and oral agreements previously made or existing between the parties concerning the Montrose Sports Complex. All other obligations contained in other agreements between the parties, including, but not limited to, the Montrose PUD Master Development Agreement remain in full force and effect without modification.

29.15. Counterparts: This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

30. 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.

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

30.2. Government of China: GK II 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.

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

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

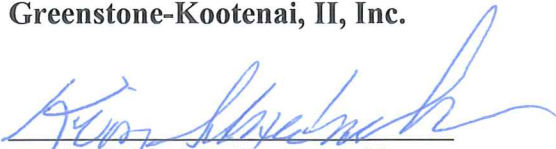
[SIGNATURE PAGE TO FOLLOW]

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

City of Post Falls

Greenstone-Kootenai, II, Inc.

Mayor Ronald G. Jacobson


Kevin Schneidmiller, President

Date Executed: _____

Date Executed: 4/11/25

ATTEST:

Shannon Howard, City Clerk

State of Idaho)
:SS
County of Kootenai)

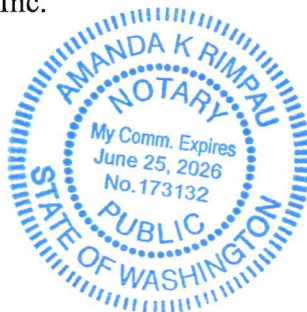
On this ____ day of ____, 2025 before me, a Notary for the state of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the Mayor and City Clerk, of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

Notary Public for the State of Idaho
Commission Expires: _____

State of Idaho)
: SS
County of Kootenai)

This record was acknowledged before me on 4/24/2025 by **Kevin Schneidmiller** as President of Kootenai-Greenstone II, Inc.




Notary Public for the State of ~~Idaho~~ Washington
My Commission Expires: June 25, 2026

MONTROSE SOFTBALL FIELDS

SHEET INDEX

1	COVER	E-1	ELECTRICAL LEGEND
L-1	CONSTRUCTION PLAN	E-2	SITE ELECTRICAL PLAN
C-1	COVER SHEET (PARKING LOT)	E-2P	SITE PHOTOMETRIC PLAN
C-2	NOTES SHEET (PARKING LOT)	E-3	ENLARGED ELECTRIC PLANS
C-3	GRADING & WATER PLAN (PARKING LOT)	E-4	PANEL SCHEDULES
C-4	STORM OVERVIEW (PARKING LOT)	E-5	ELECTRICAL DETAILS
C-5	WATER DETAILS	E-6	ELECTRICAL SPECIFICATIONS
SD-1	SITE DETAILS		
L-3	GRADING PLAN		
L-4	IRRIGATION PLAN		
L-5	PLANTING PLAN		
LD-1	LANDSCAPE DETAILS		
LD-2	LANDSCAPE DETAILS		
LD-3	LANDSCAPE DETAILS		
LD-4	LANDSCAPE DETAILS		
LD-5	LANDSCAPE DETAILS		
LD-6	LANDSCAPE DETAILS		
LD-7	LANDSCAPE DETAILS		

BASE BID AND ALTERNATE DESCRIPTIONS

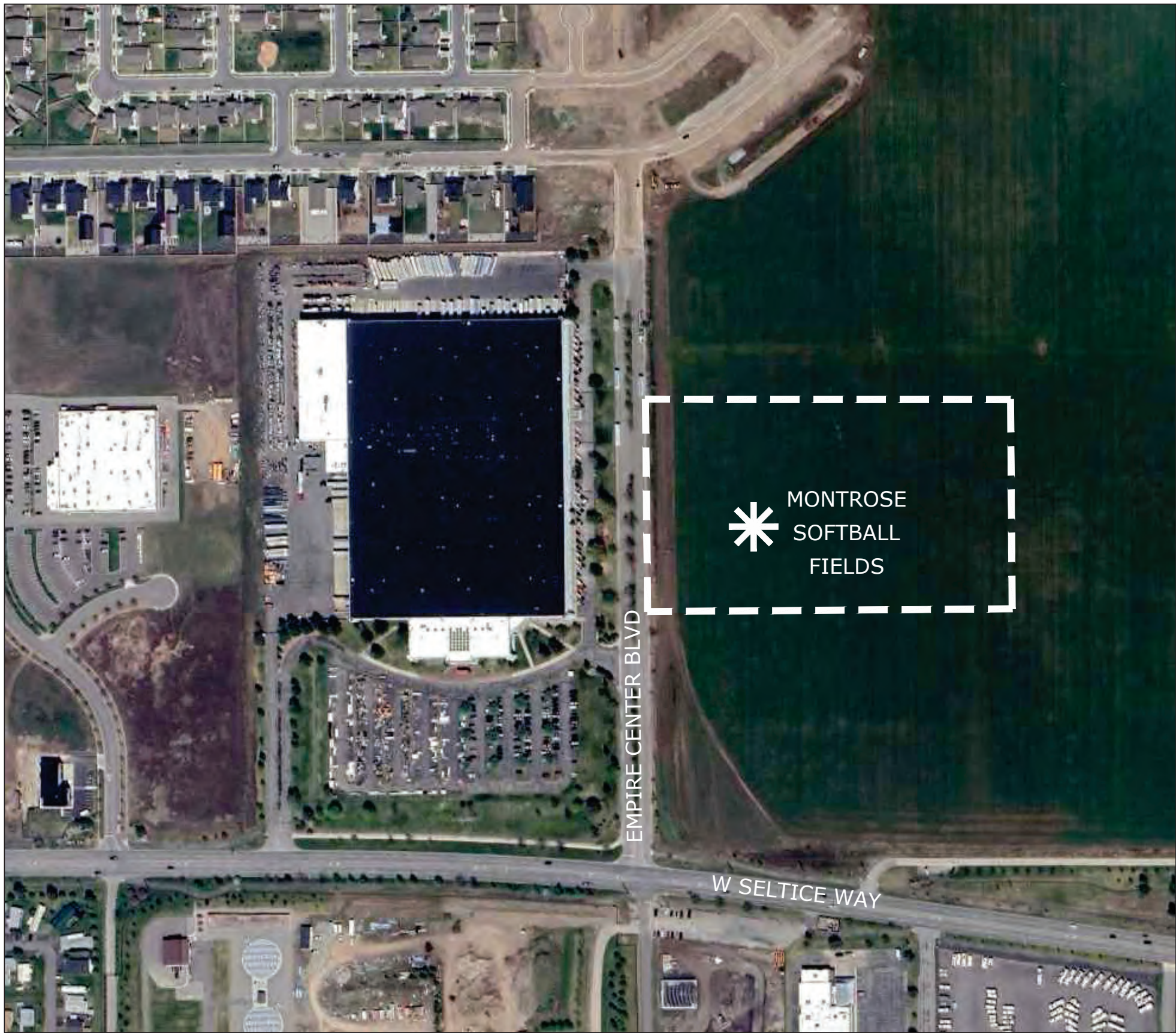
- BASE BID, INCLUDES: TWO ADULT SOFTBALL FIELDS, CONCRETE WALKS AND HARDSCAPE, ASPHALT PARKING LOT WITH CONCRETE CURBS, ASPHALT TRAIL AND MAINTENANCE DRIVE, PORTABLE TOILET ENCLOSURE, ELECTRICAL, SITE UTILITIES, LANDSCAPE AND IRRIGATION.
- ALTERNATE #1: PORTABLE TOILET ENCLOSURE.
BASE BID: CONCRETE FOR FUTURE PORTABLE TOILET ENCLOSURE.
- ALTERNATE #2: PROVIDE SCOREBOARD AND ELECTRICAL CONNECTIONS TO SCOREBOARD FROM PANEL.
BASE BID: ROUGH IN FOR FIELD LIGHTING AND SCOREBOARDS.

CONSULTANT TEAM

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

CONSTRUCTION POINT OF CONTACT:
Greenstone Homes & Neighborhoods
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, Washington 99019
(509) 252-7507 ext. 123
Contact: Kevin Schneidmiller

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



DEPARTMENT
REVIEW



PLANNING

Approved
Anna Staal
03/07/2025 3:19:52 PM

ENGINEERING



Approved
Chris Schneider
03/07/2025 3:20:06 PM

BUILDING

N/A



Approved
Per Jeryl Archer
03/07/2025 3:21:16 PM

THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION



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

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Michael Terrell ■ Landscape
Architecture, PLLC
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including but not limited to the design
are retained.



MONTROSE SOFTBALL FIELDS

POST FALLS, IDAHO

COVER

REVISION	DATE
△ PERMIT	1/30 2025
△ WATERLINE REVISION	2/12 2025
△	
△	

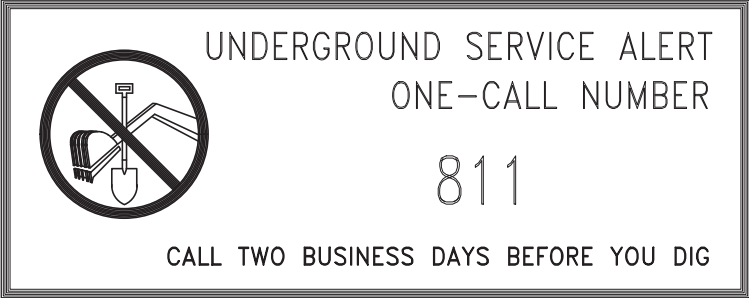
FOR NUMBER	22-033
DATE	10/30/2024
DRAWN BY	JCS
CHECKED BY	MDT

SHEET #

1

MONTROSE SOFTBALL FIELDS

EMPIRE CENTER BOULEVARD AND W SELTICE WAY
POST FALLS, ID
SECTION 33 TS 51N RANGE 5W



CALLOUTS

- 1

PROPERTY LINE.
- 2

PARKING LOT. SEE CIVIL PLANS.
- 3

ADULT SOFTBALL FIELD. 300' OUTFIELD. SEE SHEET LD-1, DETAIL A.
- 4

OUTFIELD NETTING. 20' TALL. INTEGRATED WITH CHAINLINK FENCE WHERE PRESENT.
- 5

DUGOUTS. POLIGON DUGOUT LINKUP 10' X 32' WITH BLACK VINYL COATED CHAIN LINK.
- 6

MAINTENANCE/EMERGENCY ACCESS & PEDESTRIAN ACCESS - 20' WIDE.
- 7

FOLDDOWN BOLLARD. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- 8

BLEACHERS (TYP.): POST FALLS STD SIZE: 5 ROW, 15' WIDE. NIC, PROVIDED BY OWNER.
- 9

CONCRETE PAD (BASE BID) FOR PORTABLE TOILET ENCLOSURE, POLIGON PLE-HC (X2) (ALTERNATE #1).
- 10

ASPHALT TRAIL. 10' WIDE.
- 11

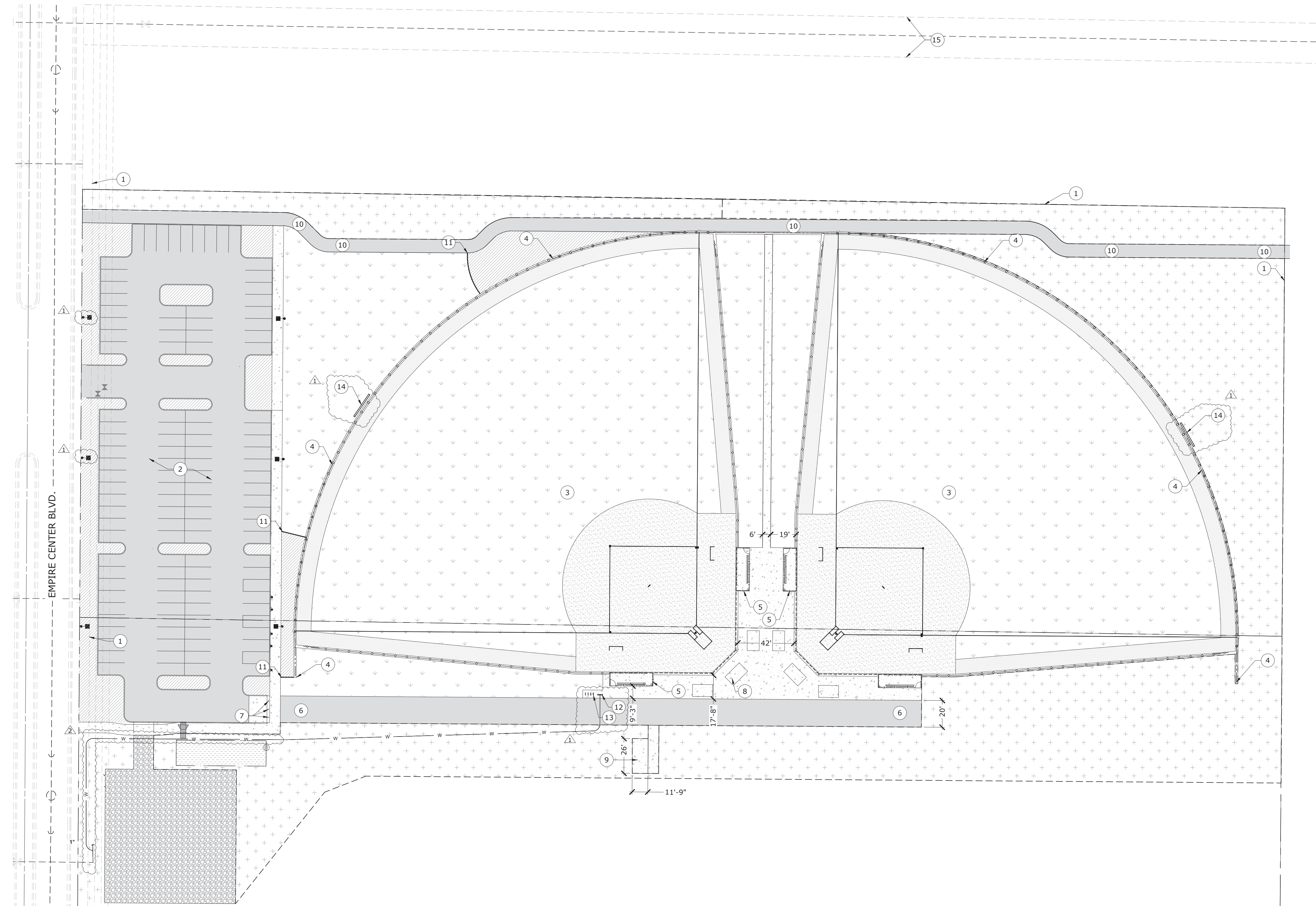
6" WIDE CONCRETE MOWCURB. SEE SHEET LD-7, DETAIL F.
- 12

DRINKING FOUNTAIN. SEE SHEET LD-7, DETAIL D.
- 13

BIKE RACK. QTY: FOUR. SEE SHEET LD-7, DETAIL E.
- 14

ALTERNATE #2. SCOREBOARD, VARSITY SCOREBOARDS 3312 BASEBALL/SOFTBALL SCOREBOARD IN ROYAL BLUE.
- 15

WATERLINE EASEMENT.



A CONSTRUCTION PLAN

LEGEND

- ASPHALT PAVEMENT. SEE CIVIL PLANS.
- CONCRETE. SEE CIVIL PLANS.
- SEEDED TURF GRASS WITH 4" TOPSOIL TYPE 'B' AND 1" COMPOST.
- SEEDED TURF GRASS SWALE WITH 4" TOPSOIL TYPE 'B' AND 1" COMPOST.
- HYDROSEEDDED LOW MAINTENANCE GRASSES WITH 2" OF PLANTING SOIL TYPE 'C'.
- PLANTING AREA WITH 6" OF PLANTING SOIL TYPE 'C', 2" OF COMPOST, AND 3" OF ORGANIC MULCH TYPE 'A'.
- BALLFIELD INFIELD. 6" OF APPROVED INFIELD MIX. SEE SPECIFICATIONS.
- BALLFIELD WARNING TRACK. 4" OF WARNING TRACK MIX. SEE SPECIFICATIONS.
- GRAVEL STORAGE AREA. 4" OF CSBC, COMPACTED TO 95%.
- BALLFIELD BACKSTOP NETTING, 30' TALL. SEE SHEET LD-2, DETAIL C.
- BALLFIELD OUTFIELD NETTING, 12' HIGH OVER 8' CHAIN LINK FENCE, 20' TOTAL HEIGHT. BLACK VINYL COATED CHAIN LINK.
- BALLFIELD CHAIN LINK FENCING ON CONCRETE MOWCURB WITH FENCE TOPPER, 8' TALL, BLACK VINYL COATED. SEE SHEET LD-2, DETAIL F.
- BALLFIELD CHAIN LINK FENCING ON CONCRETE MOWCURB WITH FENCE TOPPER, 6' TALL, BLACK VINYL COATED. SEE SHEET LD-2, DETAIL F.
- 1" SCH 40 PVC WATER LINE EXTENSION TO DRINKING FOUNTAIN.

CONSTRUCTION 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.
- CONTRACTOR TO COORDINATE UTILITY WORK, SLEEVE AND IRRIGATION INSTALLATION TO AVOID CONFLICTS BETWEEN UTILITIES, IRRIGATION EQUIPMENT AND THE PLACEMENT OF TREES, SHRUBS AND LANDSCAPE EDGING/MOWCURBS.
- THE INFORMATION ON THIS SHEET IS INCOMPLETE UNLESS ACCOMPANIED BY THE CORRESPONDING SPECIFICATION SECTIONS 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 OWNER'S REPRESENTATIVES OF ANY DISCREPANCIES.
- CONTRACTOR TO COORDINATE THESE PLANS WITH CIVIL, ELECTRICAL AND ARCHITECTURAL PLANS. IMMEDIATELY NOTIFY OWNER'S REPRESENTATIVE IF CONFLICTS BETWEEN PLANS ARE IDENTIFIED OR IF ADDITIONAL INFORMATION OR CLARIFICATION IS REQUIRED FOR COORDINATION.
- PRESERVE AND PROTECT EXISTING IMPROVEMENTS TO REMAIN. REPAIR OR REPLACE ALL CURBS AND WALKS DAMAGED DURING CONSTRUCTION.
- LAYOUT AND EXTENT OF EXCAVATION TO BE STAKED AND REVIEWED IN THE FIELD BY LANDSCAPE ARCHITECT AND/OR OWNER.
- LIABLE FOR ENCROACHMENT: THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND UNDERSTANDING THE LIMITS OR WORK. CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION OF ENCROACHMENT ONTO ADJACENT PROPERTY, RIGHTS-OF-WAY, EASEMENTS, SET-BACKS, OR ANY OTHER LEGAL PROPERTY RESTRICTIONS EITHER MARKED OR UNMARKED.

LAYOUT NOTES

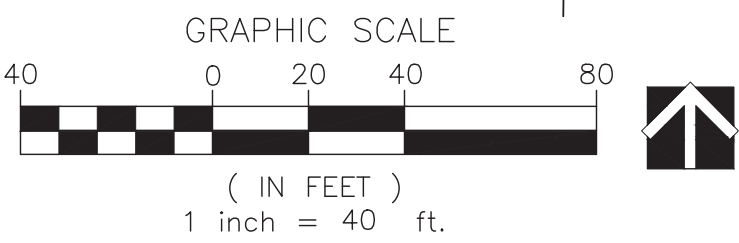
- HORIZONTAL AND VERTICAL CONTROL: SEE CIVIL DRAWINGS FOR HORIZONTAL AND VERTICAL CONTROL. SEE LANDSCAPE DRAWINGS FOR DIMENSIONS OF SITE LANDSCAPE AND SPORTS FIELD ELEMENTS.
- THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ELEMENTS INCLUDING UTILITY LOCATIONS AND REQUIRED SLEEVING PRIOR TO INSTALLATION. VERIFY CRITICAL DIMENSIONS, REFERENCE POINT LOCATIONS AND CONSTRUCTION CONDITIONS PRIOR TO INITIATING CONSTRUCTION. TEMPORARY BENCHMARKS OR REFERENCE POINTS SHALL BE SET BY THE CONTRACTOR AS NECESSARY. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD A DISCREPANCY ARISE AND REDIRECT WORK TO AVOID DELAYS.
- ALL DIMENSIONS SHALL BE VERIFIED IN FIELD AND CHALKED, STRING LINED OR FLAGGED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MINOR ADJUSTMENTS MADE TO ACHIEVE OVERALL DESIGN LAYOUT SHALL BE ACCEPTED BY THE OWNER PRIOR TO CONSTRUCTION.
- LAYOUT IS BASED ON BASE DRAWINGS DEVELOPED BY CIVIL ENGINEER, SEE CIVIL AND ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
- ALL LAYOUT AND GRADES SHALL BE COMPLETED BY A LICENSED SURVEYOR.
- LAYOUT AND FINAL GRADES TO BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE. SEE SPECIFICATIONS FOR FINISH GRADE REQUIREMENTS FOR FIELDS AND ATHLETIC FACILITIES.

MATERIAL NOTES

- ALL REINFORCING AND FORMS SHALL BE SECURED IN PLACE AND ACCEPTED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING ANY CONCRETE.
- CONCRETE FINISHES SHALL BE AS NOTED. CONTRACTOR SHALL PROVIDE 4'X4' SAMPLES OF ALL SPECIFIED FINISHES OF CONCRETE USING THE SAME MATERIALS THAT WILL BE USED IN THE ACTUAL CONSTRUCTION FOR EACH TYPE SPECIFIED. SAMPLES SHALL BE PREPARED WELL ENOUGH IN ADVANCE OF SCHEDULED CONCRETE POUR TO ALLOW FOR REVIEW AND POSSIBLE RE-POURING OF UNACCEPTABLE SAMPLES. UNACCEPTABLE SAMPLES SHALL BE RE-PREPARED UNTIL ACCEPTED BY THE OWNER'S REPRESENTATIVE. ACCEPTED SAMPLES SHALL BE PROTECTED AND REMAIN ON SITE FOR REFERENCE UNTIL FINAL ACCEPTANCE.
- ALL FENCES AND GATES SHOWN ON PLAN ARE GRAPHIC REPRESENTATIONS; REFER TO DETAILS AND SPECIFICATIONS FOR PRECISE LOCATION AND GATE OPERATION.
- ASPHALT SHALL NOT BE INSTALLED UNTIL ALL EDGES AND SITE FURNISHING PADS ARE INSTALLED.
- DO NOT PLACE ANY ATHLETIC FIELD MATERIAL UNTIL SUBMITTALS ARE FULLY APPROVED. MATERIAL SUBMITTALS WILL BE COMPARED TO DELIVERED MATERIAL.

PARKING COUNTS

TOTAL STALLS	REGULAR STALLS (9' W X 20' L)	ADA STALLS
115 STALLS	110 STALLS	3 CAR, 2 VAN



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

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

C 2024

Michael Terrell ■ Landscape
Architecture, PLLC
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are retained.

LANDSCAPE ARCHITECT'S SEAL

THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION

MONTROSE SOFTBALL FIELDS
POST FALLS, IDAHO
CONSTRUCTION PLAN

REVISION	DATE
△ PERMIT	1/30
REVISION	2025
△ WATERLINE	2/12
REVISION	2025
△	
△	

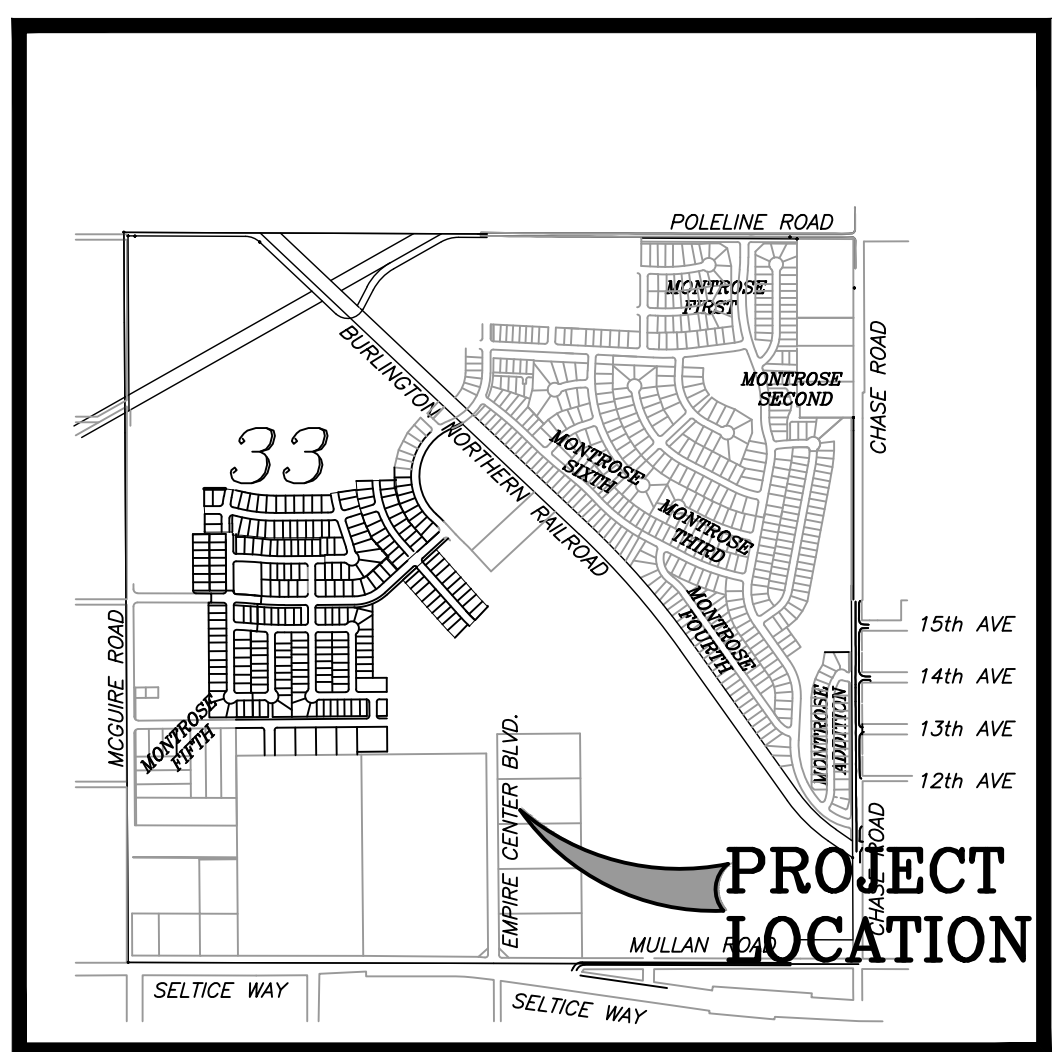
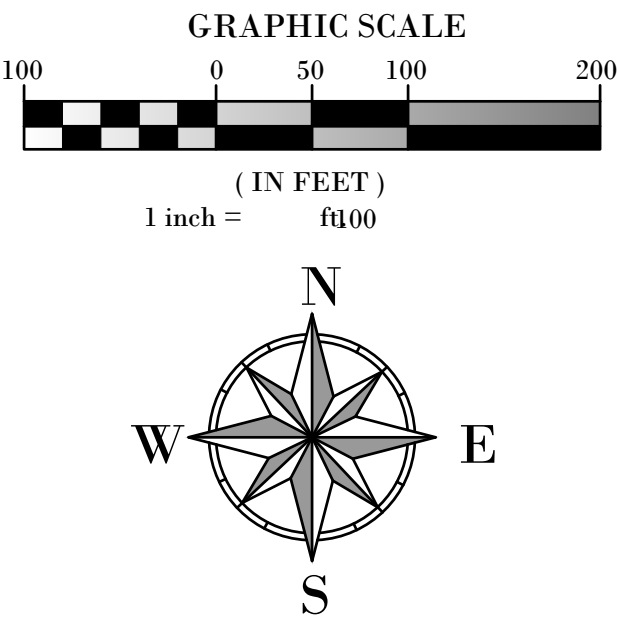
JOB NUMBER	22-033
DATE	10/30/2024
DRAWN BY	JCS
CHECKED BY	MDT

SHEET #

L-1

MONTROSE BALL FIELDS

LOCATED IN A PORTION OF SECTION 33,
T.51 N., R.5 W., BOISE MERIDIAN
POST FALLS, IDAHO

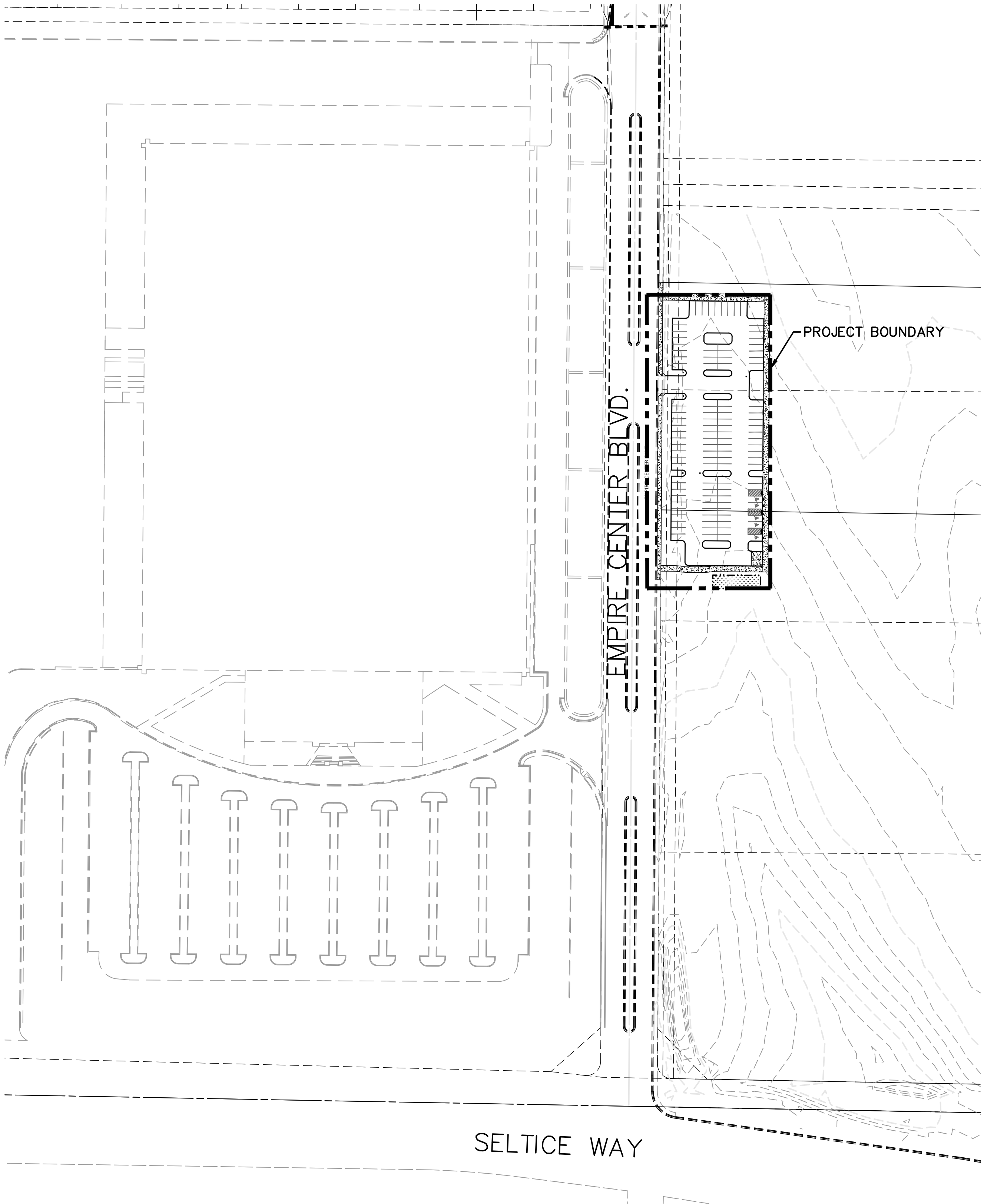


VICINITY MAP

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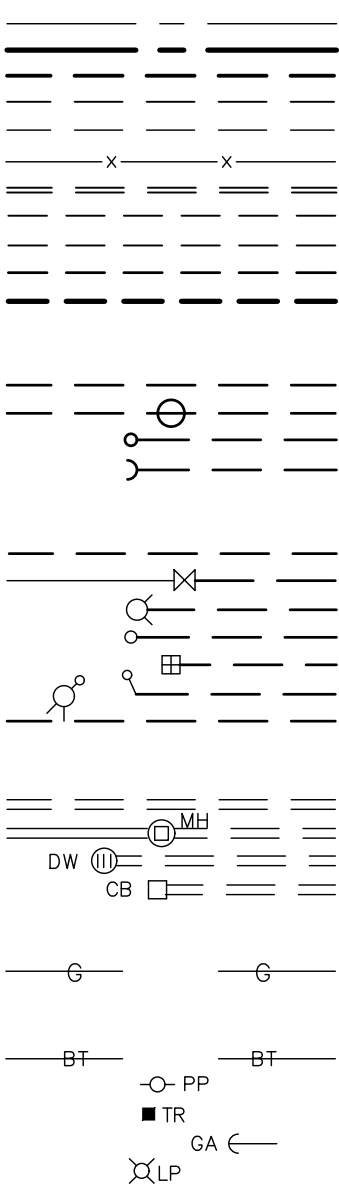
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GRADING & WATER PLAN	SHEET 3
STORM OVERVIEW	SHEET 4
WATER DETAILS	SHEET 5

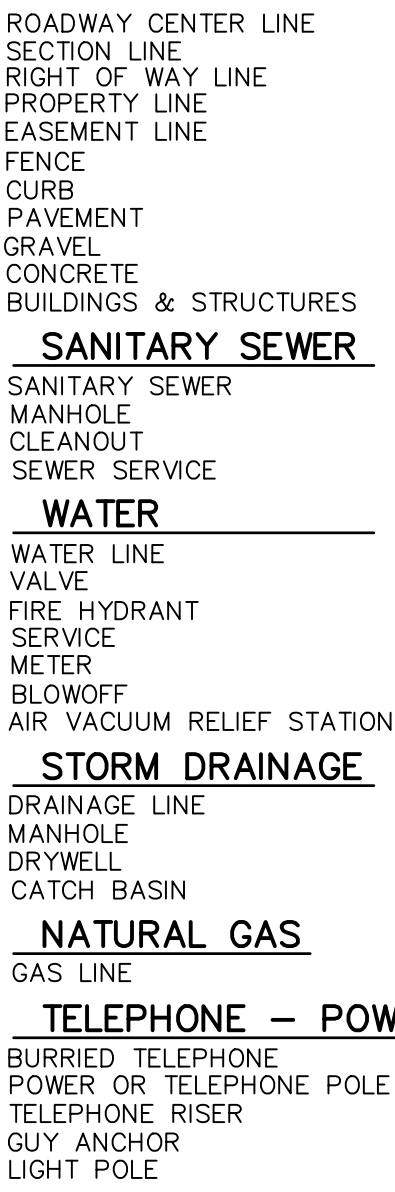


LEGEND

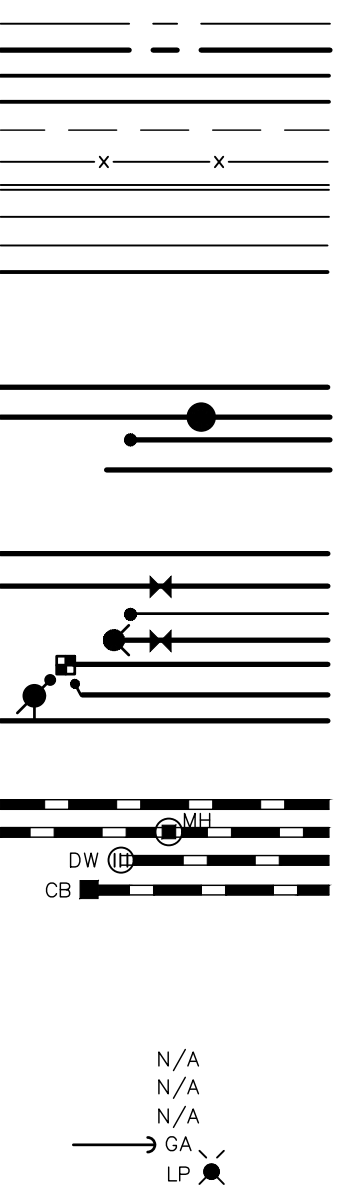
EXISTING



GENERAL



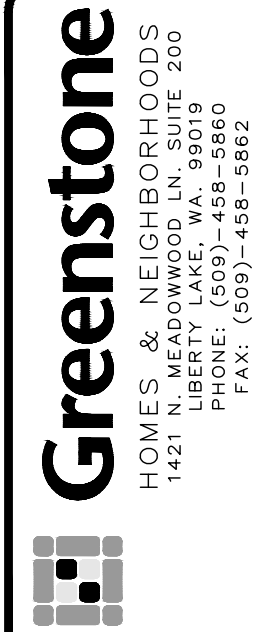
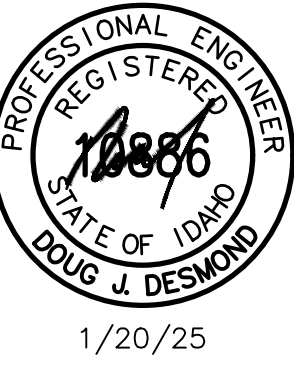
PROPOSED



ABBREVIATIONS

TA	TOP OF ASPHALT
TW	TOP OF WALK
CO	SEWER CLEANOUT
CT	COURT
DIA	DIAMETER
EL	ELEVATION
EXIST	EXISTING
G	GRADE
HYD	HYDRANT
I.E.	INVERT ELEVATION
LN	LANE
LT	LEFT
MH	MANHOLE
PC	POINT OF CURVE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
RD	ROAD
RIM EL	RIM ELEVATION
RT	RIGHT
SAN	SANITARY SEWER
SI	STREET INTERSECTION
STA	STATION
STA L	STATION LENGTH
WM	WATER MAIN
W/	WITH

THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION



MONTROSE BALL FIELDS
COVER SHEET

SHEET
1 OF 5
JOB NUMBER
G0800BF

PROJECT DATUM (NAVD88)
BRASS DISK LOCATED ON THE WEST SIDE
RR TRACKS ON W. POLELINE AVE AND
W. SANTIAM AVE. NAVD88 ELEV=2142.19

CITY OF POST FALLS APPROVAL	
BY: CITY ENGINEER	DATE:

CALL BEFORE YOU DIG 1-800-428-4950

GENERAL NOTES

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

STREET NOTES

1. All fill placed within the roadway prism shall be compacted to 90% of the modified proctor, with the exception of the top 12 inches of sub-grade that shall be compacted to 95% of the modified proctor (ASTM D-1557).
2. Prior to placing base material, the following shall be completed:
 - A. All public utilities shall be installed, tested and approved.
 - B. The Engineer of Record shall certify and provide copies of compaction test results to the City Engineer, for all trenches and sub-grade.The line and grade of the sub-grade shall be inspected and approved.
3. A proof-roll of the sub-grade shall be performed and observed by the Engineer of Record and City Engineering Inspector.
4. Obtain authorization from the Engineer of Record and City Engineering Inspector, to proceed with placement of base material. The City Engineering Inspector shall be notified at least 24 hours prior to placement of base material.
5. Crushed aggregate base shall conform to the Idaho Standards for Public Works Construction, Section 802, (Type 1) ¾-inch maximum aggregate size, and shall be compacted to the following specifications:
 - A. Roadway: 95%-modified proctor.
 - B. Curb base and driveway approaches: 92%-modified proctor.
 - C. Sidewalks or trails: 90%-modified proctor.
6. Prior to placing asphalt concrete, the following shall be completed:
 - A. The Engineer of Record shall certify and provide compaction test results for base material to the City Engineer.
 - B. All utilities shall be adjusted to grade and thickened collars installed.
 - C. Obtain authorization from the Engineer of Record and City Engineer to proceed with asphalt paving. The City Engineering Inspector shall be notified at least 24 hours prior to placement of asphalt pavement.
7. Asphalt pavement shall conform with Idaho Transportation Department (ITD) specifications for Superpave. Pavement shall be SP3 PG 58-28 with ¾" max aggregate size. Pavements with a Section of 3' or less may be placed with 1 lift. Pavements with a section greater than 3' shall be placed with multiple lifts. Minimum lift thickness of 1.5" and maximum thickness of 3".
8. No asphalt shall be placed on wet or frozen surfaces, or when the air or ground temperature is less than 40°F. Top courses or pavement thickness less than 2.5 inches shall not be placed when air or ground temperature is less than 50°F, unless approved by the City Engineer.
9. A tack coat shall be applied to all adjacent curbs and joints, prior to placement of asphaltic concrete.
10. During paving operations, the Engineer of Record shall observe paving operations, and perform compaction and quality control testing.
11. The City Engineer may require the pavement sections shown on the plans to be verified by R' value tests taken from exposed sub-grade.
12. Extraction, coring, and gradation tests may be required at the discretion of the City Engineer to verify pavement thickness, compaction, and or to verify compliance of materials to specifications.
13. Forms, sub-grade and string-line inspection is required prior to pouring concrete. A minimum notice of 24 hours is required prior to inspection.
14. Concrete shall not be placed on frozen surfaces, ice or snow, or surfaces with a temperature greater than 90 °F. Unless otherwise authorized by the City Engineer, concrete placement shall be discontinued when temperatures reach 35 °F and falling.
15. Curb and gutter shall be constructed with full depth construction expansion joints adjacent to catch basins, at cold joints, and at all returns. Weakened plane joints are required every 10 feet.
16. Sidewalks shall be constructed with full depth expansion joints every 20 feet, at cold joints, and adjacent to structures. Weakened plane joints shall be located every 5 feet. Joints in the sidewalk shall be aligned with curb joints, as nearly as practical.

SEWER SYSTEM NOTES

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

MASS GRADING AND GEOTECHNICAL NOTES

1. All cuts and fills shall be confined to the limits indicated within the approved grading plans.
2. The Contractor shall insure that all temporary slopes are stable and that appropriate erosion measures are in place and maintained.
3. Groundwater or unanticipated geologic conditions shall be reported to the Geotechnical Engineer for assessment and recommendation through a Technician, under the supervision of a Licensed Geotechnical Engineer representing the Owner.
4. All mass grading shall be monitored, tested, and certified by a Licensed Professional Engineer (Geotechnical Engineer).
5. Contractor is to notify the Geotechnical Engineer, the Engineer of record and City Engineering Inspector at least 48 hours prior to each and every start or stopping of construction, each time a lift of grading is ready for inspection, and each and every time the Contractor is requesting grading inspection from City. Failure to notify may result in Contractor removing any material that has not been inspected.
6. All areas shall be stripped of organic top soil and non-engineered fill; in addition to all brush, stumps, and roots. Onsite disposal of organic materials is not allowed. The Geotechnical Engineer shall review and approve all stripped and cleared areas prior to placement of fill. Prior to placing fill, the cleared areas shall be scarified and compacted.
7. Fills shall consist of well graded sands and gravels, with a maximum particle size of six inches, and no more than 20% passing the No. 200 sieve. The Geotechnical Engineer shall pre-approve all import soil sources.
8. Boulders and cobbles greater than 6 inches appearing in the excavation to a depth of at least 12 inches below the sub-grade shall be removed.
9. All fill material shall be dried or moistened to within 2% of the optimum moisture, prior to placement. Lifts shall not exceed eight inches. All fill shall be compacted to at least 90% of Modified Proctor (ASTM D-1557, AASHTO T-99), with the top 12 inches within the roadway prism compacted to 95% of the modified proctor. Material too coarse to test per the specified standards shall be placed in controlled lifts under a performance based method, as outlined within ISPMC.
10. Embankments shall not be constructed on frozen or snow-covered foundations, or with the use of frozen materials.
11. Embankments shall be constructed on slopes greater than 5 horizontal to 1 vertical (5:1) shall be keyed into the undisturbed ground with horizontal benches of sufficient width to allow for the proper operation of compaction equipment.
12. The final limits of cut and fill shall be recorded with the boundary topography and survey by the Engineer of Record. The Geotechnical Engineer shall submit a certification of the fill, along with copies of observations and testing.
13. In the event that any unforeseen conditions not covered by these notes are encountered during grading operations, the Engineer of Record shall be immediately notified in order to provide guidance to Contractor.

STORM DRAINAGE NOTES

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

EAST GREENACRES IRRIGATION DISTRICT STANDARDS FOR CONSTRUCTION

1. ALL ADDITIONS AND/OR MODIFICATIONS TO EAST GREENACRES IRRIGATION DISTRICT SYSTEM SHALL BE DONE IN CONFORMANCE WITH IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION CURRENT EDITION AND EAST GREENACRES IRRIGATION DISTRICT STANDARDS.
2. EAST GREENACRES IRRIGATION DISTRICT RESERVES THE RIGHT TO INSPECT CONSTRUCTION AT ANY TIME AND WITH THE ENGINEER'S CONSENT, AND DIRECT THE CONTRACTOR TO MAKE FIELD ADJUSTMENTS AS REQUIRED.
3. THE CONTRACTOR SHALL NOTIFY THE DISTRICT 48 HRS. PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS AND WILL COORDINATE ALL ACTIVITIES WITH THEM.
4. A RECORDED EASEMENT OF THE NEW MAINLINE EXTENSION OR DOMESTIC/IRRIGATION DELIVERY MUST BE EXECUTED AND RECORDED PRIOR TO WATER SERVICE.
5. PRESERVE & PROTECT ALL EXISTING DISTRICT SERVICES.
6. ALL AROUND ABESTOS CEMENT (A/C) PIPE SHALL BE REMOVED AND PROPERLY DISPOSED OF IN AN APPROVED LOCATION PROVIDING THE DISTRICT WITH ORIGINAL DISPOSAL CERTIFICATES.
7. A MINIMUM HORIZONTAL CLEARANCE OF 5' AND 10' FOR SANITARY SEWER, SHALL BE MAINTAINED BETWEEN THE WATERLINE AND OTHER UTILITIES RUNNING PARALLEL TO THE DESIGNED MAINLINES.
8. ALL WATERLINES AT SEWER CROSSINGS SHALL BE LOCATED ABOVE AND HAVE AN 18" VERTICAL SEPARATION FROM THE SEWER PIPE. IF THIS IS NOT PROVIDED, THE WATERLINE SHALL BE INSTALLED WITH 20 L.F. OF CASING CENTERED OVER THE SEWER PIPE. CONCRETE ENCASEMENT OF THE WATERLINE IS NOT ACCEPTABLE.
9. ALL MAINLINE EXTENSIONS SHALL BE C-900 CL. 150 DR 18 PVC PIPE OR C-905 CL. 165 DR 25.
10. PVC TO A/C CONNECTIONS SHALL BE MADE WITH MECHANICAL COUPLINGS SEATED ON MACHINE END OF THE A/C PIPE.
11. ALL MECHANICAL JOINTS AND FITTINGS SHALL BE DUCTILE IRON.
12. ALL MECHANICAL JOINTS LESS THAN 10 FEET APART SHALL BE TIED TOGETHER WITH (2)3/4", PLATED ALL THREAD RODS.
13. ALL VALVES AND FITTINGS SHALL BE WRAPPED IN POLYETHYLENE PRIOR TO CONCRETE PLACEMENT.
14. ALL PIPES SHALL BE BEDDED WITH IMPORTED SAND TO A THICKNESS OF 6" ON SIDES AND BOTTOM, AND 12" ON TOP.
15. ALL PIPES SHALL HAVE A MINIMUM COVER OF 5' FROM TOP OF PIPE TO FINISH GRADE.
16. THE BOTTOM OF TEE'S, CROSSES, & VALVES SHALL BE SUPPORTED BY A CONCRETE PAD.
17. ALL MATERIALS SHALL BE NEW, AWWA APPROVED AND OF U.S. ORIGIN. INSTALL PROPERLY SIZED THRUST BLOCKS AT BENDS, TEES AND CAPS.
18. PLACE 2 CU. FT. OF WASHED ROCK AROUND BOTTOM OF ALL VALVAE BOXES.
19. ALL VALVE BOXES LOCATED WITHIN THE PAVEMENT SHALL BE U.S. MADE AND SHALL HAVE PAVING THICKENED TO 6" FOR AN AREA OF 1' AROUND VALVE BOX TOP. ASPHALT TO 1/4" ABOVE RIM.
20. METER BLANKS SHALL BE INSTALLED IN PLACE OF THE ACTUAL METER UNLESS STATED OTHERWISE. THE OWNER/CONTRACTOR SHALL REMIT PAYMENT FOR THE ACTUAL COST OF THE METER(S) PRIOR TO PROJECT FINAL APPROVAL.
21. ALL PRODUCTS USED IN CONSTRUCTION AND THAT HAVE WATER CONTACT SURFACES SHALL CONFORM TO APPLICABLE AWWA STANDARDS AND BE CERTIFIED BY AN ANSI CERTIFICATION BODY TO MEET APPLICABLE ANSI/NSF STANDARDS (IDAPA 58.01.08.501.01).

WATER FLUSHING, DISINFECTION AND MICROBIOLOGICAL TESTING PROCEDURES

FLUSHING PROCEDURE:

Clearing the main of heavily chlorinated water. After the applicable retention period, heavily chlorinated water should not remain in prolonged contact with pipe. In order to prevent damage to the pipe lining or to prevent corrosion damage to the pipe itself, the heavily chlorinated water shall be flushed from the main fittings, valves, and branches until chlorine measurements show that the concentration in the water leaving the main is no higher than that generally prevailing in the distribution system or that is acceptable for domestic use.

DISINFECTION PROCEDURE:

1. Inspecting materials to be used to ensure their integrity.
2. Preventing contaminating materials from entering the water main during storage, construction, or repair and noting potential contamination at the construction site.
3. Removing, by flushing or other means, those materials that may have entered the water main.
4. Chlorinating until the bacteriological quality that may remain, and flushing the residual contamination from the main.
5. Protecting the existing distribution system from backflow caused by hydrostatic pressure test and disinfection procedures.
6. Documenting that an adequate level of chlorine contacted each pipe to provide disinfection.
7. Determining the bacteriological quality by laboratory test after disinfection.
8. Final connection of the approved new water main to the active distribution system.

MICROBIOLOGICAL TESTING:

After final flushing and before the new water main is connected to the distribution system, two consecutive sets of acceptable samples, taken at least 24 hr apart, shall be collected from the new main. (NOTE: The pipe, the water loaded into the pipe, and any debris exert a chlorine demand that can interfere with disinfection.) At least one set of samples shall be collected from every 1,200 ft (366 m) of the new water main, plus one set from the end of the line and at least one set from each branch. Samples shall be tested for bacteriological (chemical and physical) quality in accordance with Standard Methods for the Examination of Water and Wastewater, and shall show the absence of coliform organisms; and, if required, the presence of a chlorine residual. Turbidity, pH, and a standard heterotrophic plate count (HPC) test may be required at the option of the purchaser because new material does not typically contain coliforms but does typically contain HPC bacteria.

Disinfection of Watermain and Service	
A. General	
1. Comply with AWWA C 651.	
2. Keep all interior of pipe, fittings and appurtenances free of debris and dirt.	
B. Tablet Method of Disinfection	
1. Place 5 gm Calcium Hypochlorite Tablets in each section of pipe and one at each fitting.	
2. Adhesive shall be NSF 61 approved	
3. Tablets shall be placed in the top half of the pipe and at each end. Mark their location on the top of the pipe.	
4. Number of Tablets is determined by the pipe size to achieve the required chlorine residual	
Pipe Size	Number of Tablets
6	2
8	2
10	3
12	4
5. Fill pipe at a velocity of less than 1 fps. Remove the air pockets and measure the chlorine residual at the beginning and after 24 hours.	
C. Final Flushing	
1. Remove chlorinated water in a manner approved by the Water Purveyor in an approved location.	
2. Flush at greater than a 2.0 fps velocity	
D. Bacteria testing	
1. Take a minimum of two tests separated by 24 hours	
E. Proceed with Pressure Testing	

GENERAL NOTES:

1. AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED, TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROPERTY. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS, AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO AND AT THE COMPLETION OF CONSTRUCTION. MONUMENTS 55-1613. EXISTING MONUMENTS SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.
2. REMOVE AND SALVAGE TO THE CITY OF POST FALLS - EXISTING DEAD END AND NO OUTLET SIGNS, THERE ARE NONE ON THIS PROJECT, EXISTING TERMINUS BARRICADES MAY BE REUSED ON THE PROJECT IF IN ACCEPTABLE CONDITION.
3. ANSI/NSF 61 CERTIFIED MATERIALS --PRODUCTS THAT ARE USED TO CONSTRUCT PUBLIC DRINKING WATER SYSTEMS AND HAVE WATER CONTACT SURFACES SHALL CONFORM TO APPLICABLE AWWA STANDARDS AND BE CERTIFIED BY AN ACCREDITED ANSI CERTIFICATION BODY TO MEET APPLICABLE ANSI/NSF STANDARDS, WHERE PRODUCTS MEETING SUCH AWWA AND ANSI/NSF STANDARDS EXIST. (58.01.08.501.01)

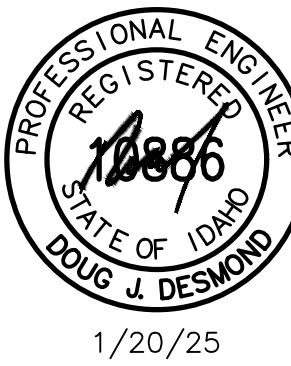
CITY OF POST FALLS APPROVAL

BY: CITY ENGINEER

DATE:

CALL BEFORE YOU DIG 1-800-428-4950

NO.	DATE	BY



1/20/25

Greenstone

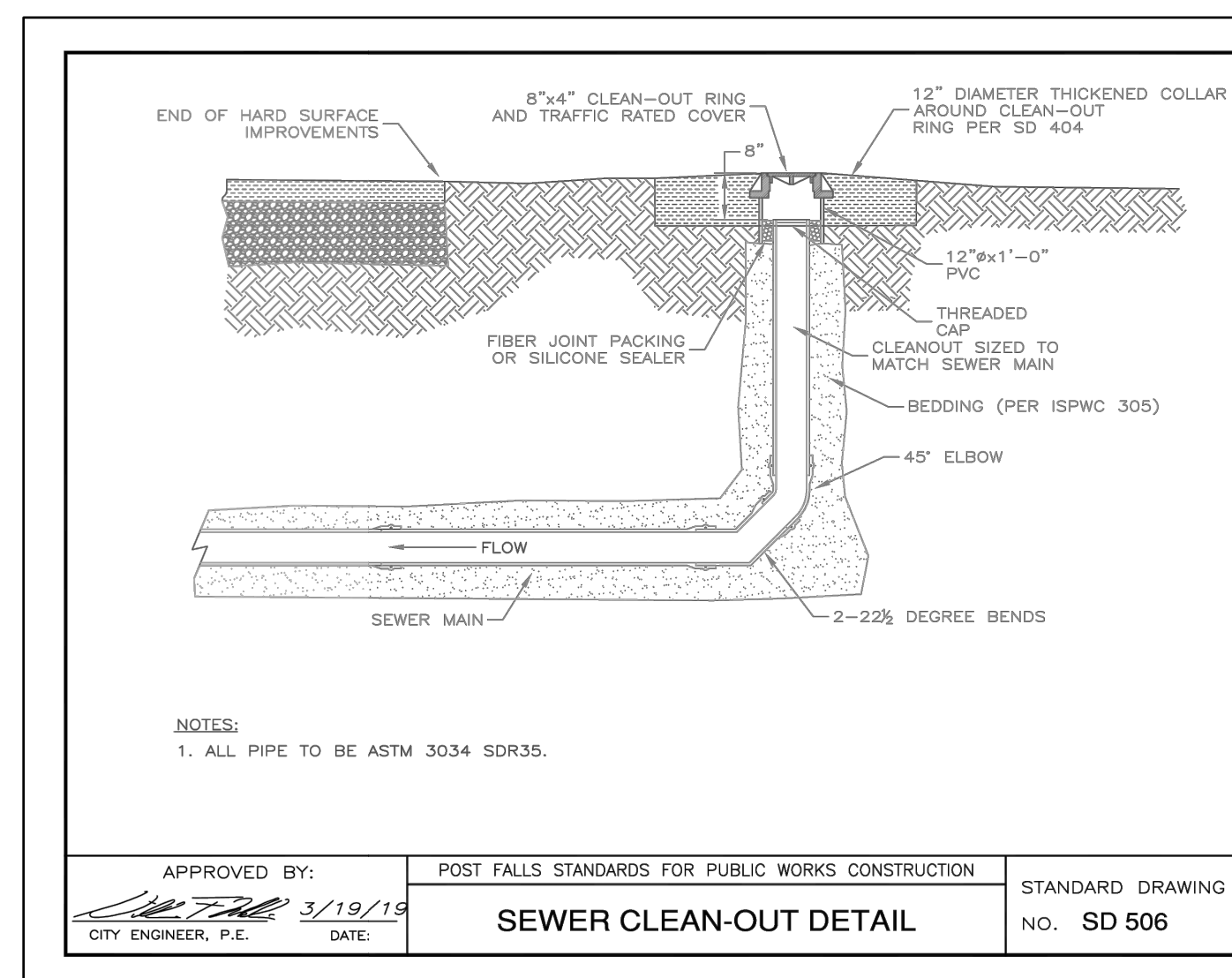
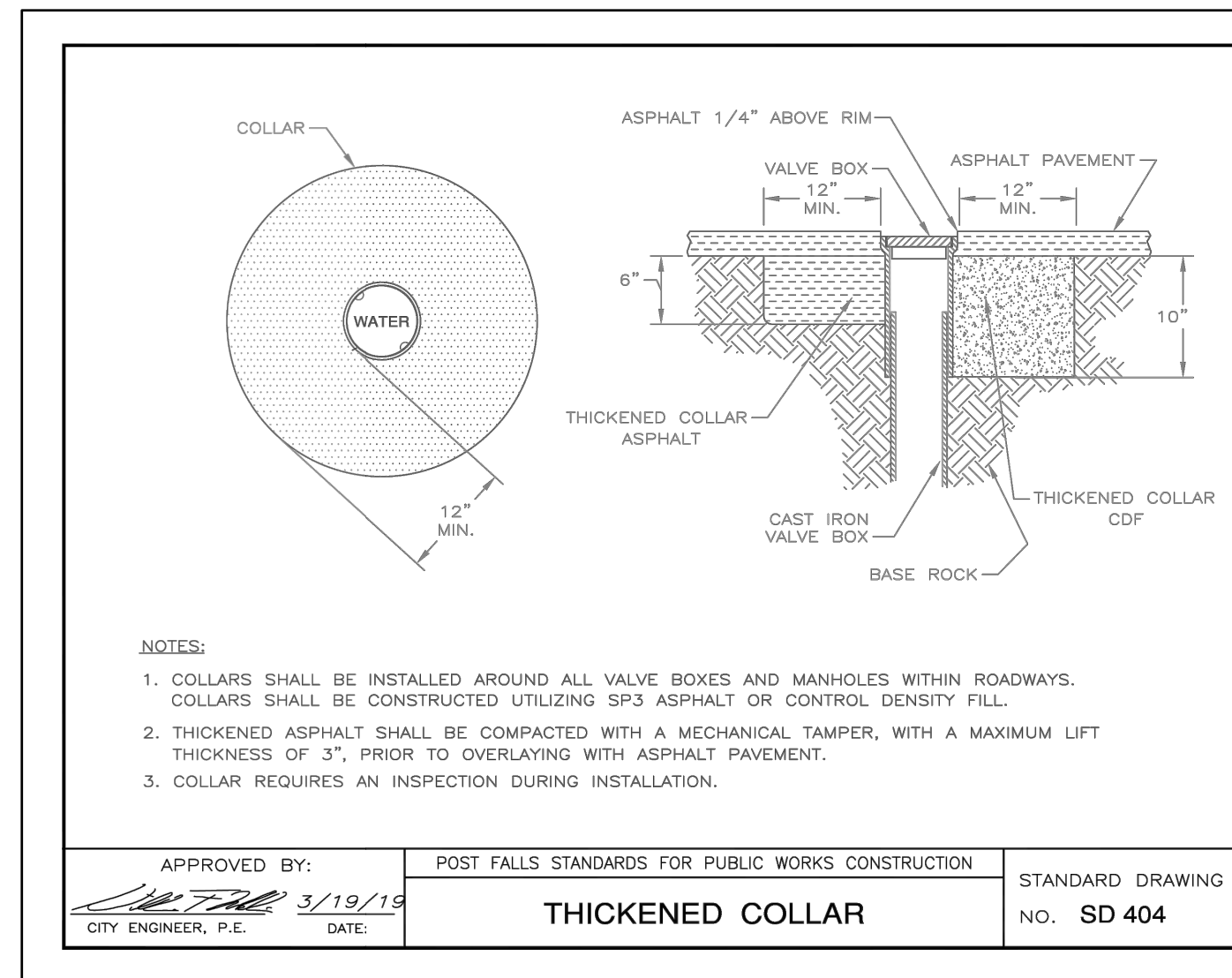
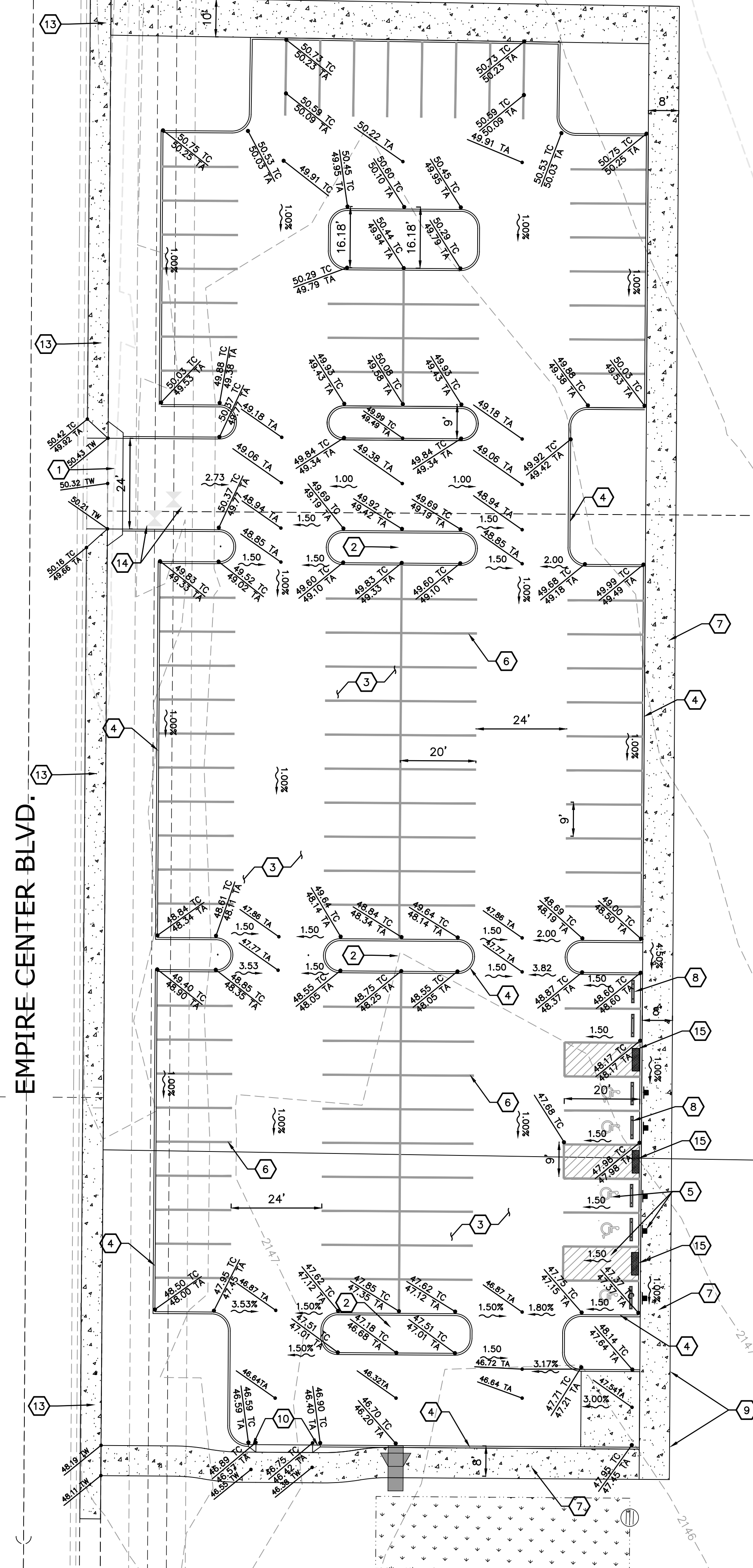
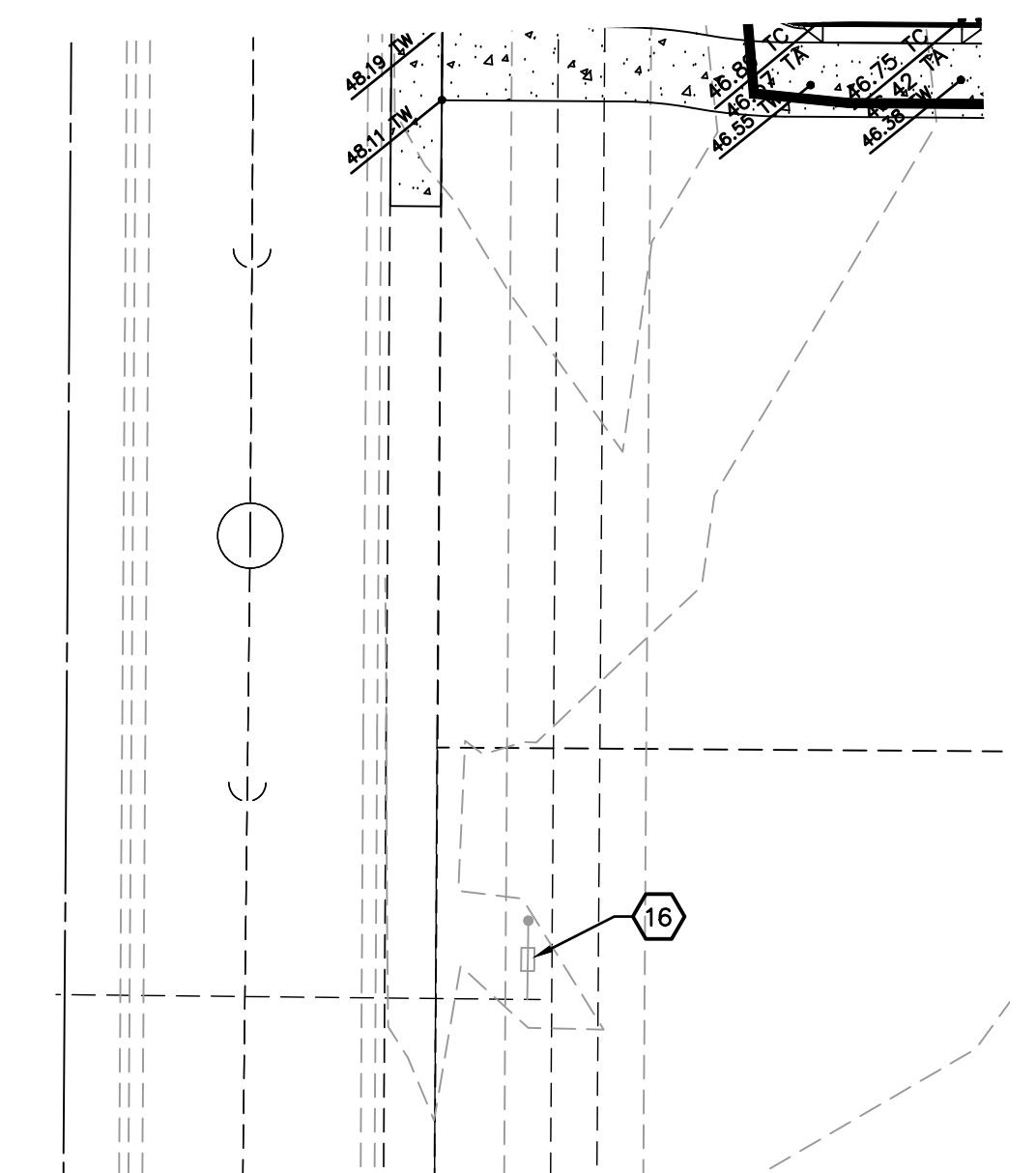


HOMES & NEIGHBORHOODS
1421 N. MEADOWOOD LN., SUITE 200
POST FALLS, IDAHO 83854
PHONE: (509)-428-5860
FAX: (509)-428-5862

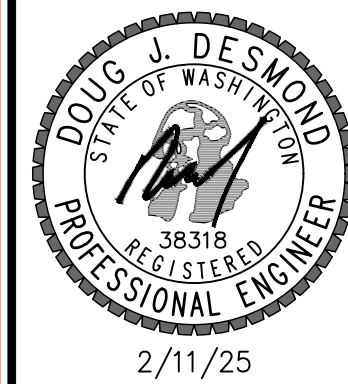
MONTROSE BALL FIELDS
NOTES SHEET

SHEET
2 OF 5
JOB NUMBER
G0800BF

- 1 CONSTRUCT DRIVEWAY APPROACH – TYPE A PER SD 2014.
- 2 INSTALL TOWN AND COUNTRY STREET LIGHT (TYP).
- 3 PAVE 2" PG64–28, SP3 HOT MIX A.C. ON 4" TYPE 1 CRUSHED AGG. (3/4"–).
- 4 STANDARD STRAIGHT CURB PER SD 2009 (TYP).
- 5 ACCESSIBLE PARKING STALLS & ACCESSIBLE PARKING SYMBOL W/ VAN ACCESSIBLE SIGN AS SHOWN PER CITY OF POST FALLS STANDARDS (TYP) & MUTCD W/2' X 6' TACTILE STRIPS AS SHOWN.
- 6 4" WIDE WHITE PARKING STRIPE (TYP).
- 7 SIDEWALK PER SD 2012.
- 8 WILBERT PRECAST PARKING WHEEL STOP (TYP).
- 9 SEE LANDSCAPE PLANS FOR CONTINUATION PLANS.
- 10 IN 2' TRANSITION TO 3" ROLLED CURB PER SD 2011.
- 11 NOT USED.
- 12 NOT USED.
- 13 REMOVE AND REPLACE 6' WIDE EXISTING SIDEWALK WITH NEW 6' WIDE SIDEWALK PER CITY OF POST FALLS STDS. AS SHOWN.
- 14 ADJUST EXISTING FORCEMAIN VALVE BOXES TO ASPHALT GRADE WITH DETAILS THIS SHEET.
- 15 TOP OF ASPHALT = TOP OF CURB IN THIS AREA.
- 16 3" IRRIGATION TAP AND METER SEE LANDSCAPE PLANS FOR DETAILS.



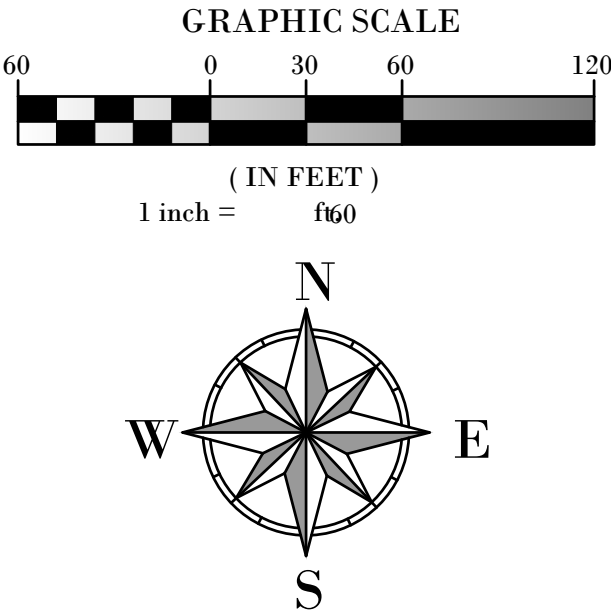
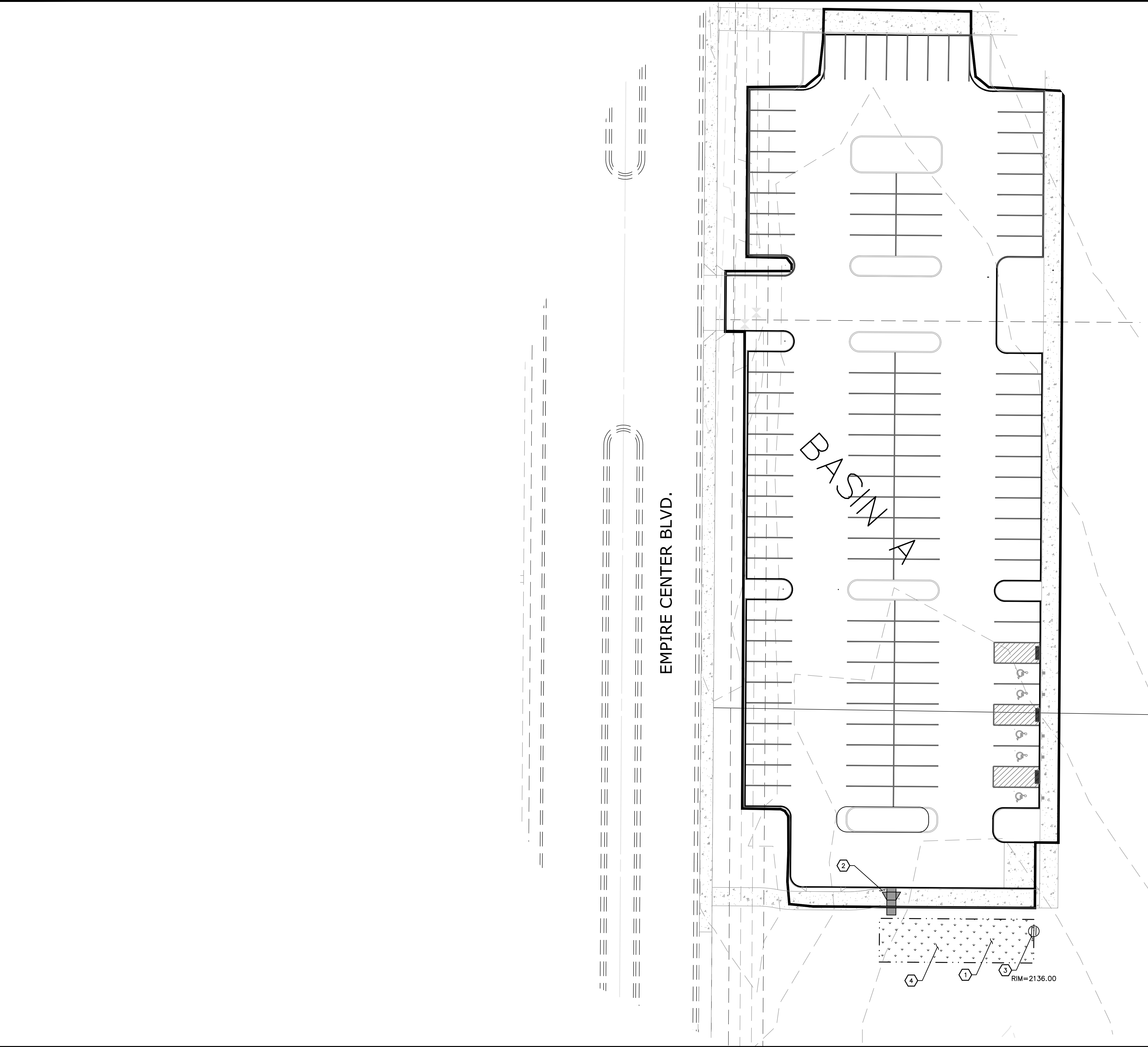
THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION



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

MONTROSE BALL FIELDS GRADING & WATER PLAN

SHEET
3 OF 5
JOB NUMBER
G0800BF



CONSTRUCTION NOTES:

- 1 PROVIDE STORM DRAINAGE POND PER CITY OF POST FALLS STANDARDS.
- 2 PROVIDE SIDEWALK UNDERDRAIN PER CITY OF POST FALLS STANDARD PLAN 604.
- 3 PROVIDE DOUBLE DEPTH DRYWELL PER CITY OF POST FALLS STANDARD PLAN 601.
- 4 ALL NEW SWALES TO HAVE A AN INFILTRATION TEST PER CITY OF POST FALLS STANDARDS TO SHOW A MINIMUM OF 3"/HR.

POND A

POND BOTTOM ELEV.=2135.50

POND BTM AREA PROVIDED=1276 S.F.

POND BTM AREA REQUIRED=1237 S.F.

MINIMUM BERM ELEV.=2136.50

NOTES:

1. THIS PLAN MAY NOT SHOW ALL EXISTING UTILITIES. EXISTING UTILITY LOCATIONS ARE APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXISTENCE AND ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

Note: Perform post test on swale to verify 3.0 in/hr infiltration rate per stormwater calculations.

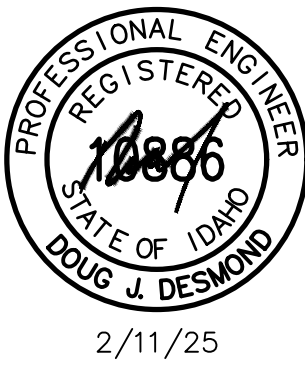
CITY OF POST FALLS APPROVAL

BY: CITY ENGINEER

DATE:

CALL BEFORE YOU DIG 1-800-428-4950

REVISIONS			
NO.	DATE	BY	



Greenstone

HOWES & NEIGHBORHOODS

1421 N. MEADOWOOD LN., SUITE 200

POST FALLS, ID 83854

PHONE: (509)-428-5860

FAX: (509)-428-5862

MONTROSE BALL FIELDS

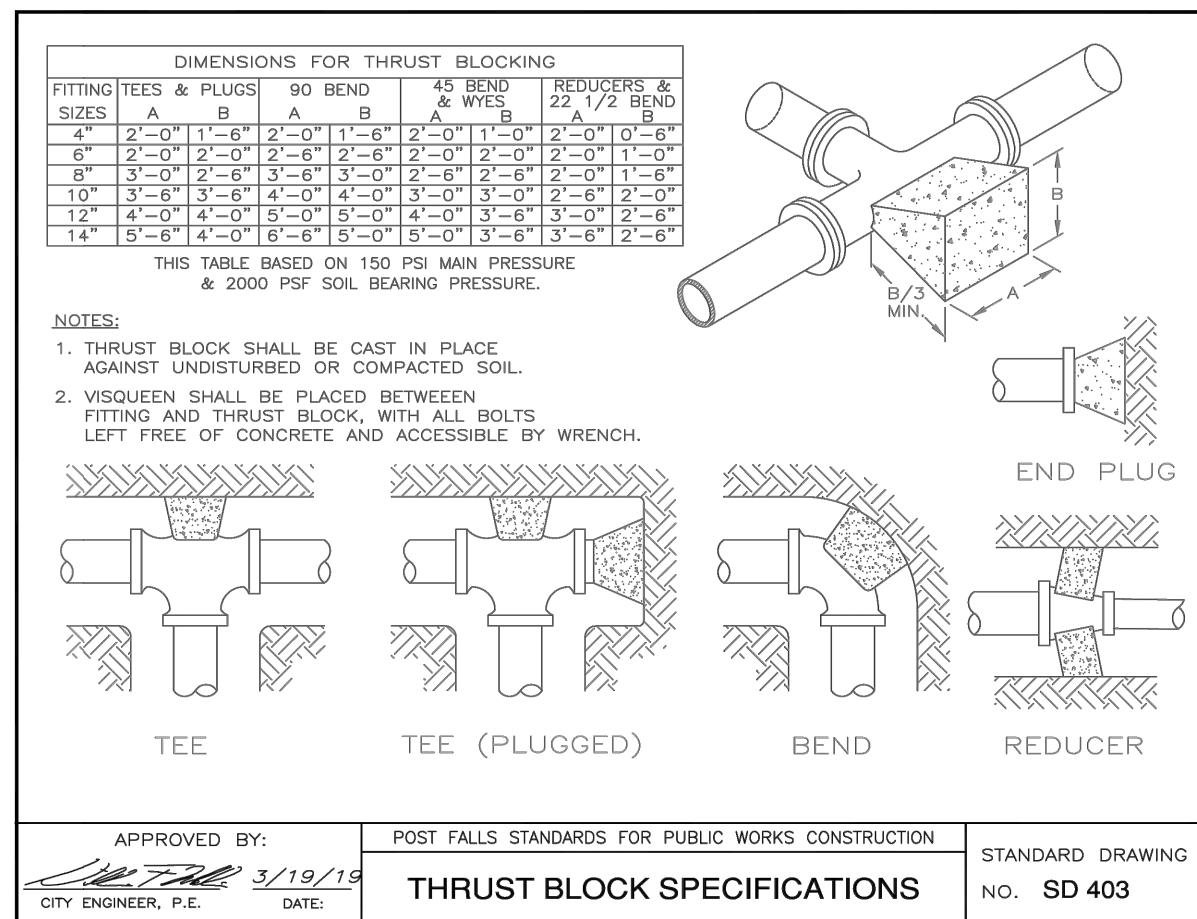
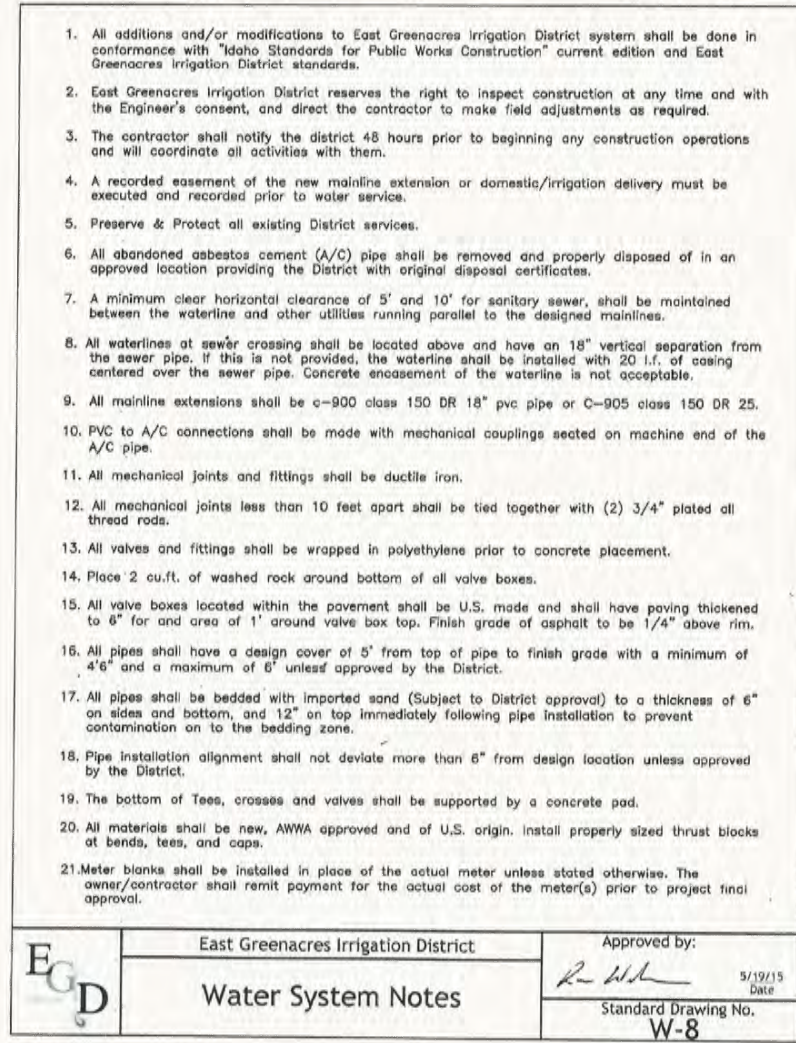
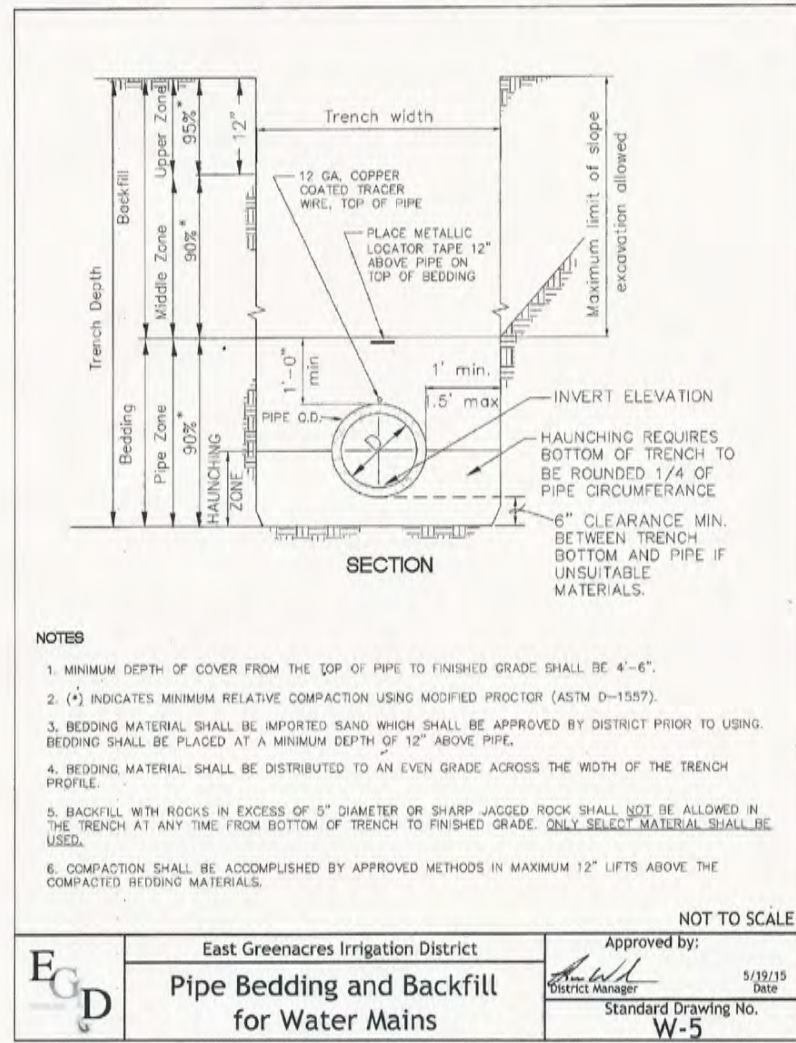
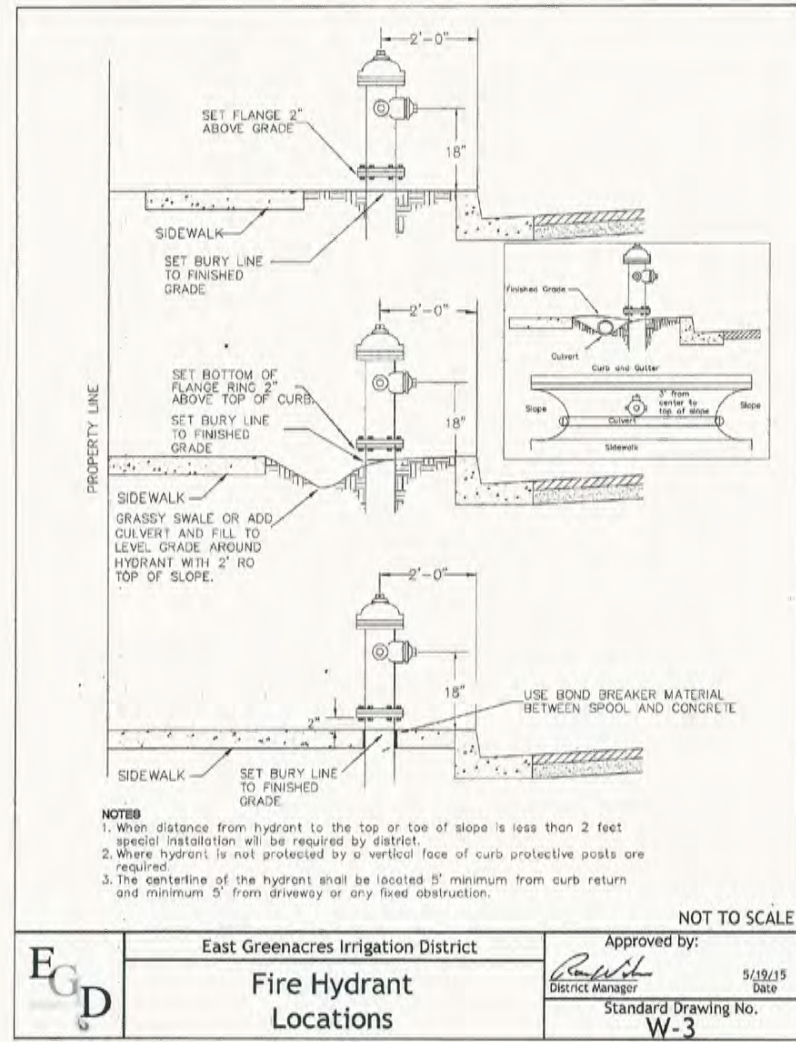
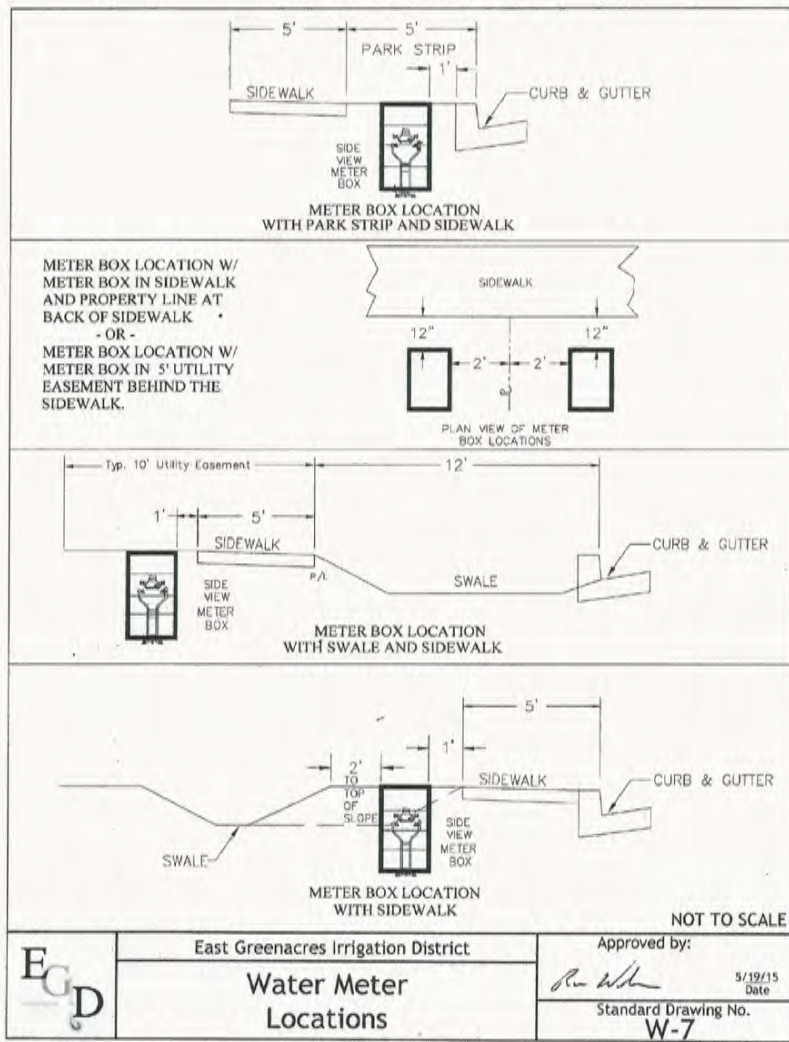
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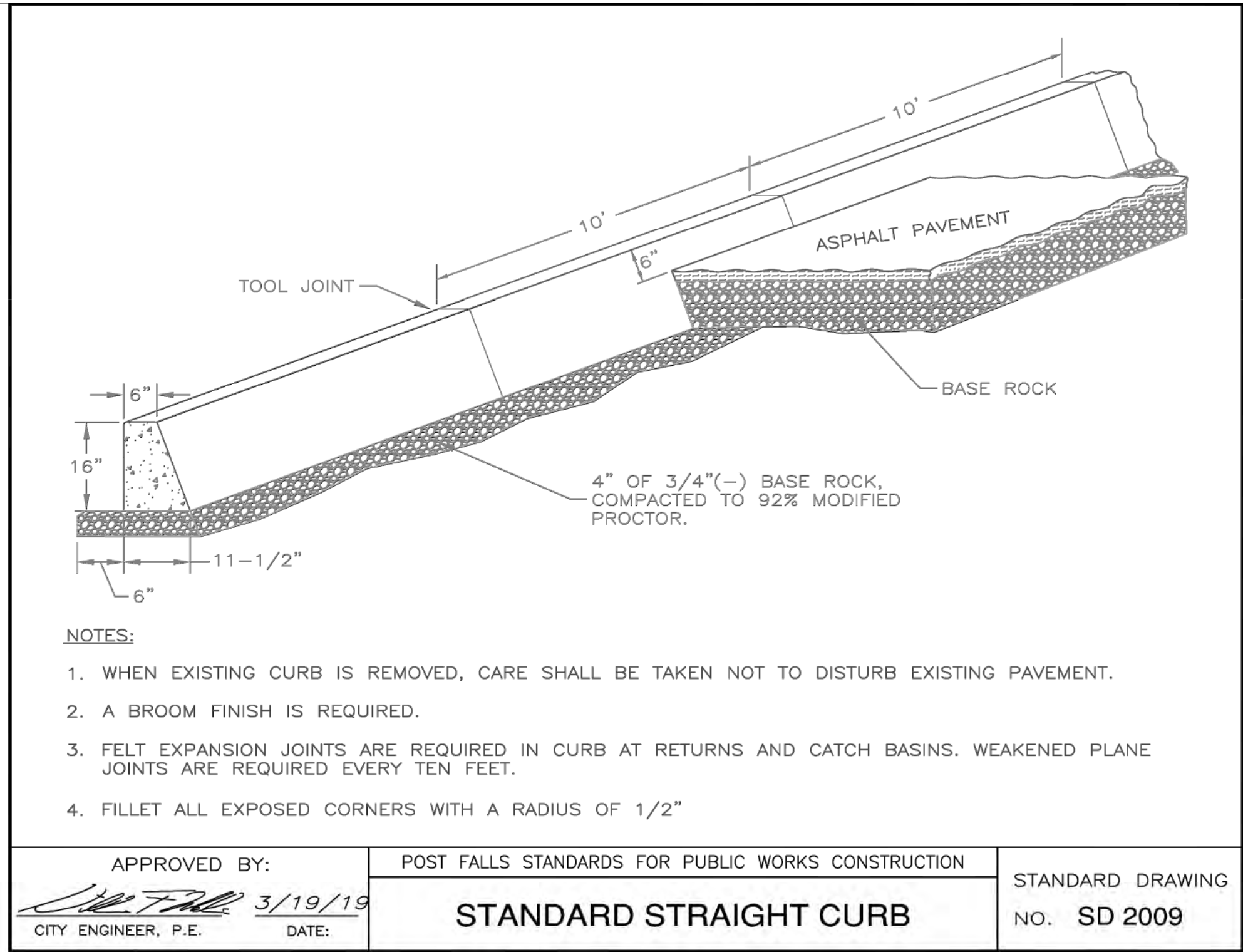
SHEET

4 OF 5

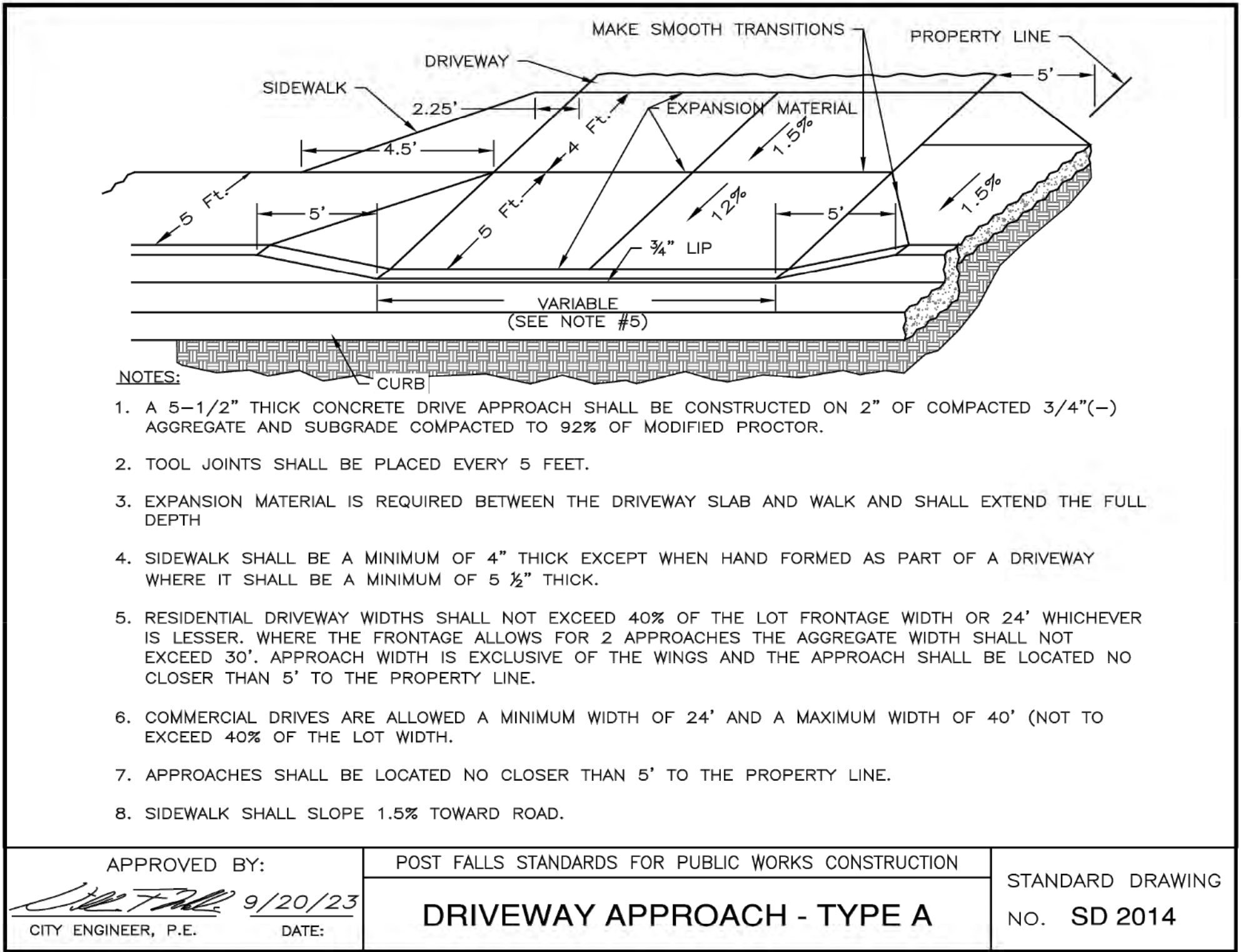
JOB NUMBER

G0800BF

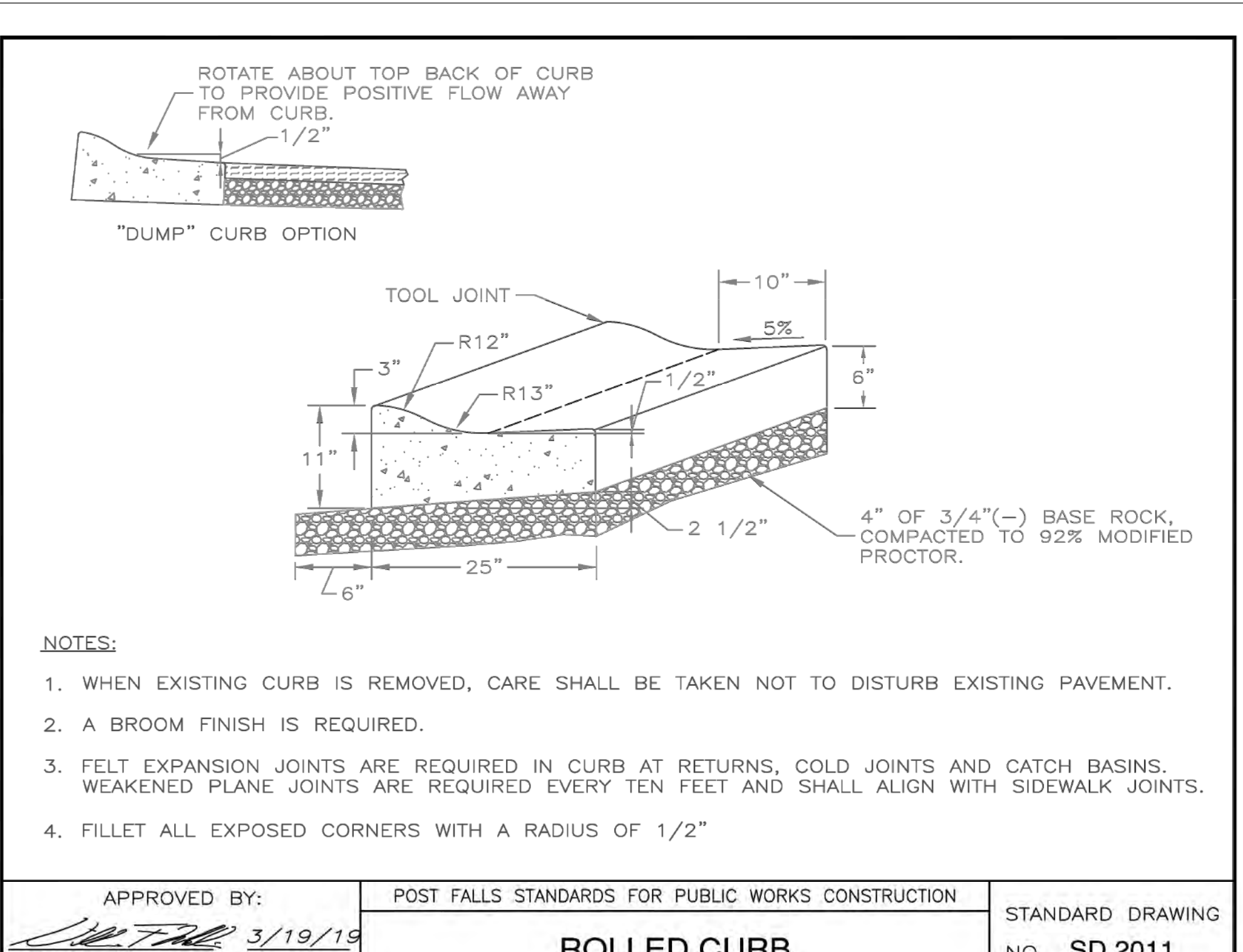




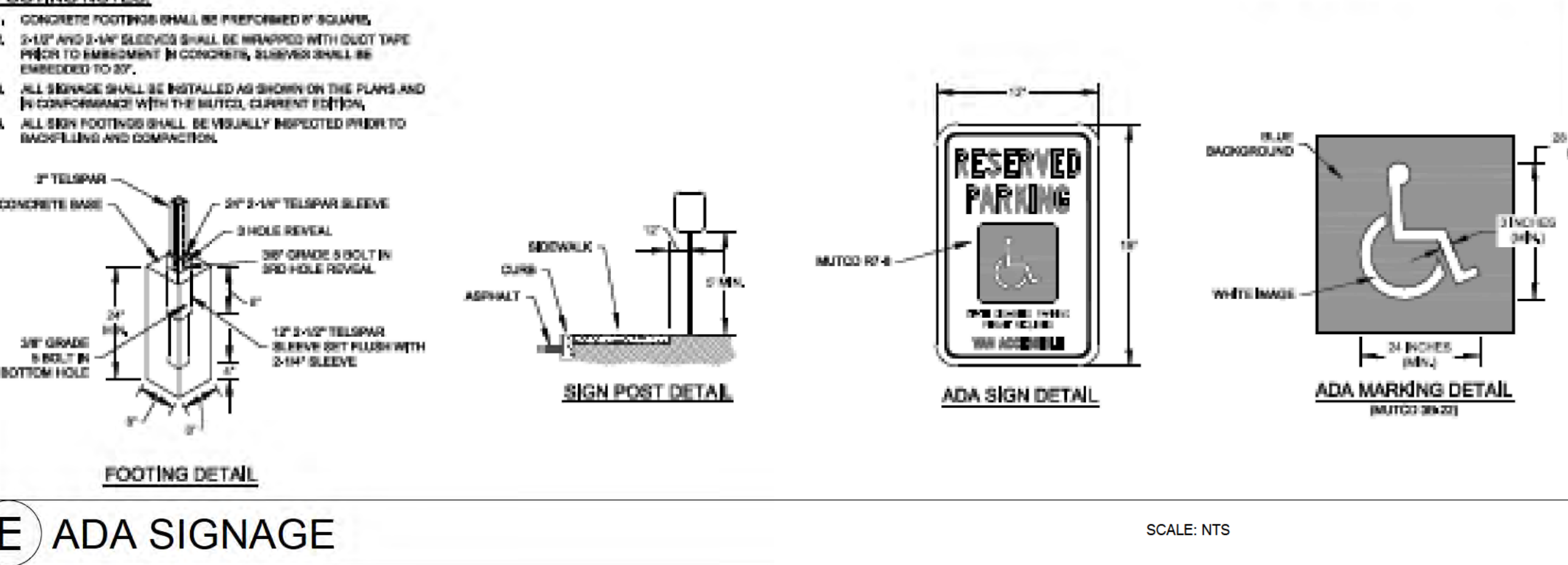
A STANDARD STRAIGHT CURB



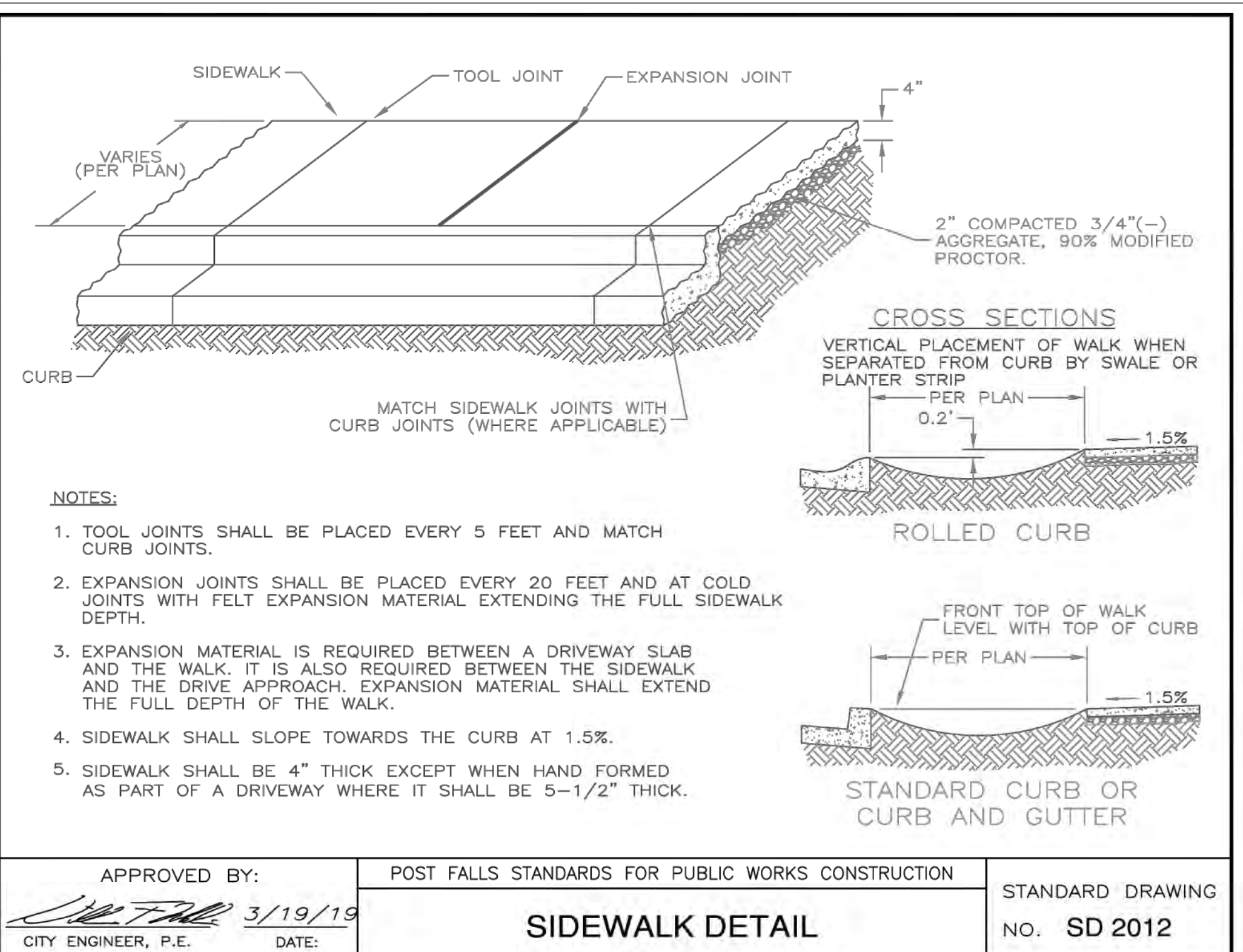
D DRIVEWAY APPROACH



B ROLLED CURB



E ADA SIGNAGE



C SIDEWALK DETAIL

THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION



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

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Michael Terrell ■ Landscape
Architecture, PLLC
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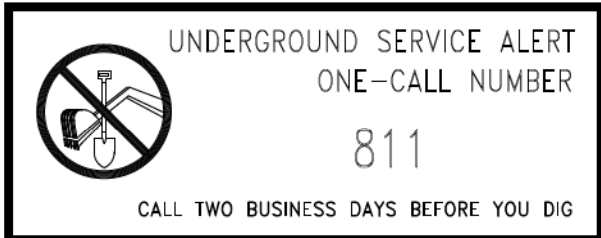


MONTROSE SOFTBALL FIELDS
POST FALLS, IDAHO
SITE DETAILS

REVISION	DATE
△ PERMIT	1/30
△ REVISION	2025
△	
△	
△	

POB NUMBER	22-033
DATE	10/30/2024
DRAWN BY	JCS
CHECKED BY	MDT

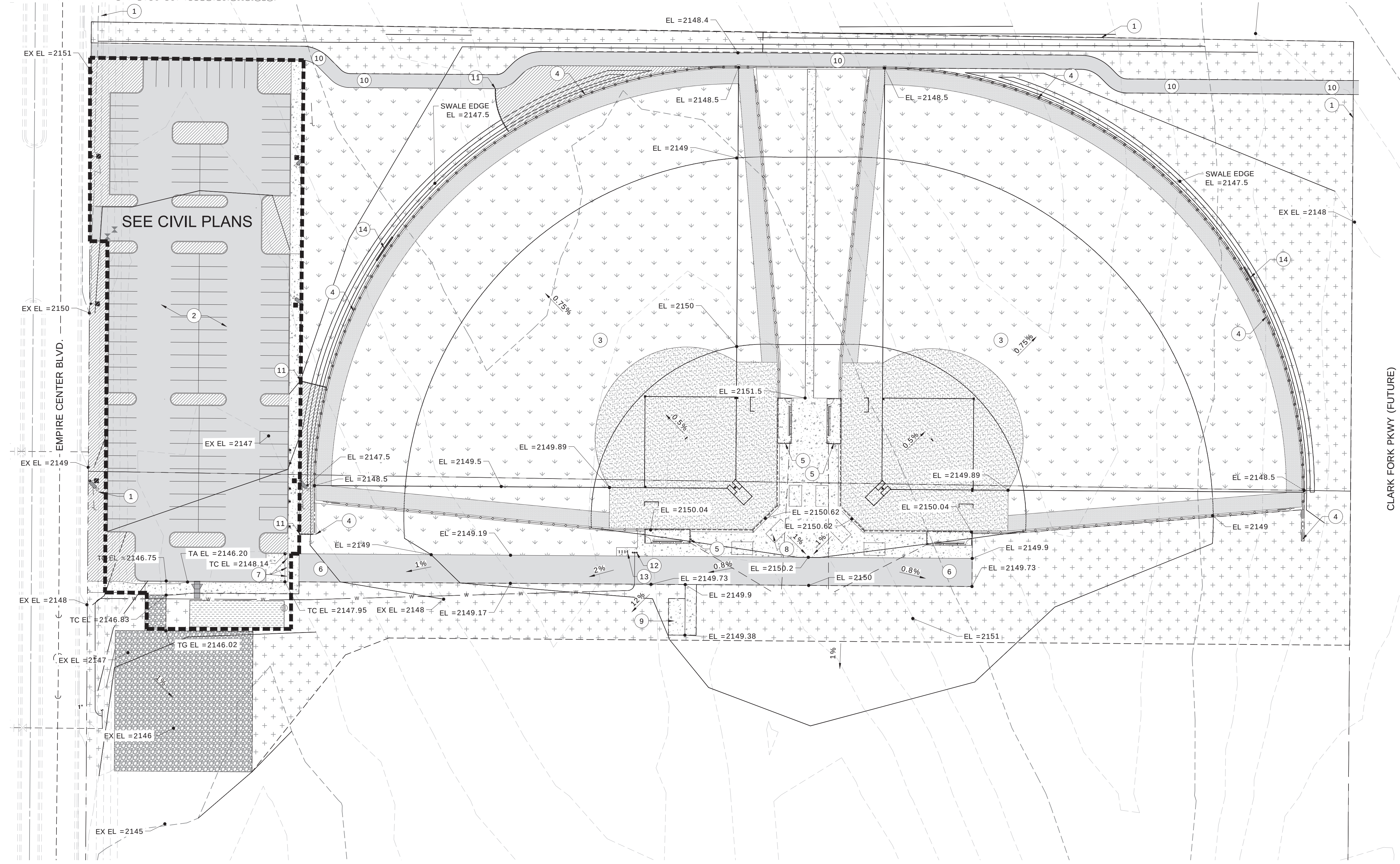
SHEET #
SD-1



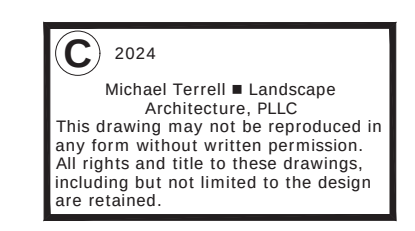
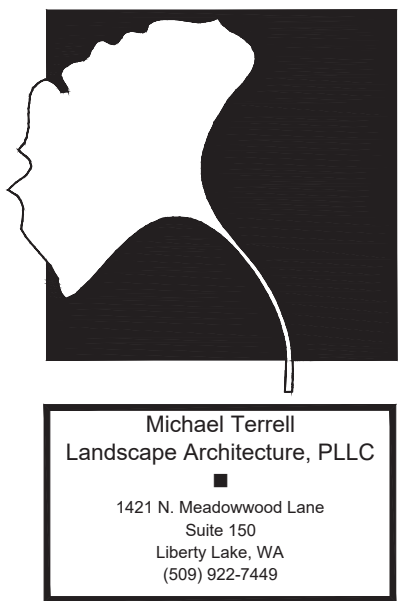
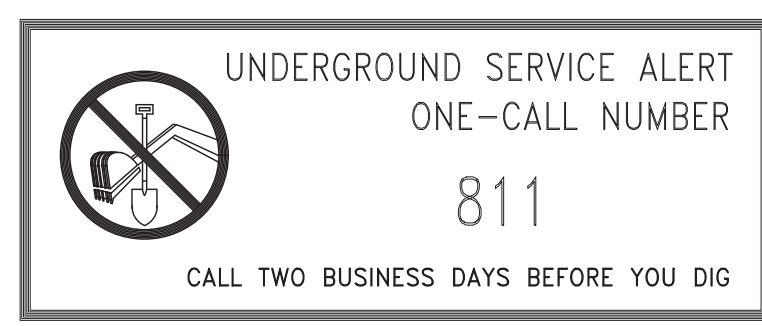
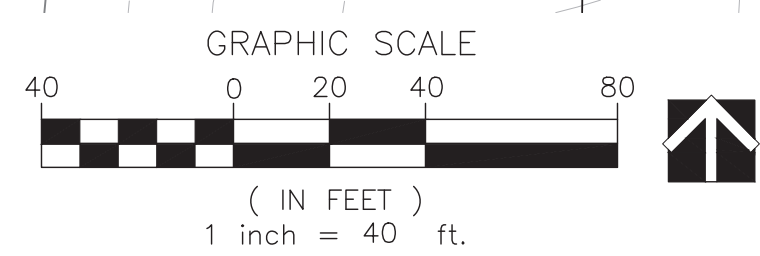
- 1 PROPERTY LINE.
- 2 PARKING LOT. SEE CIVIL PLANS.
- 3 ADULT SOFTBALL FIELD. 300' OUTFIELD. SEE SHEET LD-1, DETAIL A.
- 4 OUTFIELD NETTING. 20' TALL. INTEGRATED WITH CHAINLINK FENCE WHERE PRESENT.
- 5 DUGOUTS. POLYGON DUGOUT LINKUP 10' X 32' WITH BLACK VINYL COATED CHAINLINK.
- 6 MAINTENANCE/EMERGENCY ACCESS & PEDESTRIAN ACCESS - 20' WIDE.
- 7 FOLDDOWN BOLLARD. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- 8 BLEACHERS (TYP.): POST FALLS STD SIZE: 5 ROW, 15' WIDE. NIC, PROVIDED BY OWNER.
- 9 CONCRETE PAD (BASE BID) FOR PORTABLE TOILET ENCLOSURE, POLYGON PLE-HC (X2) (ALTERNATE #1).
- 10 ASPHALT TRAIL. 10' WIDE.
- 11 6" WIDE CONCRETE MOWCURB. SEE SHEET LD-7, DETAIL F.
- 12 DRINKING FOUNTAIN. SEE SHEET LD-7, DETAIL D.
- 13 BIKE RACK, QTY: FOUR. SEE SHEET LD-7, DETAIL E. 1
- 14 ALTERNATE #2 SCOREBOARD, VARSITY SCOREBOARDS 3312 BASEBALL/SOFTBALL SCOREBOARD IN ROYAL BLUE. 2

	ASPHALT PAVEMENT. SEE CIVIL PLANS.
	CONCRETE. SEE CIVIL PLANS.
	SEEDED TURF GRASS WITH 4" TOPSOIL TYPE 'B' AND 1" COMPOST.
	SEEDED TURF GRASS SWALE WITH 4" TOPSOIL TYPE 'B' AND 1" COMPOST.
	HYDROSEEDED LOW MAINTENANCE GRASSES WITH 2" OF PLANTING SOIL TYPE 'C'.
	PLANTING AREA WITH 6" OF PLANTING SOIL TYPE 'C', 2" OF COMPOST, AND 3" OF ORGANIC MULCH TYPE 'A'.
	BALLFIELD INFIELD. 6" OF APPROVED INFIELD MIX. SEE SPECIFICATIONS.
	BALLFIELD WARNING TRACK. 4" OF WARNING TRACK MIX. SEE SPECIFICATIONS.
	GRAVEL STORAGE AREA. 4" OF CSBC, COMPACTED TO 95%.
	BALLFIELD BACKSTOP NETTING, 30' TALL. SEE SHEET LD-2, DETAIL C.
	BALLFIELD OUTFIELD NETTING, 12' HIGH OVER 8' CHAIN LINK FENCE, 20' TOTAL HEIGHT. BLACK VINYL COATED CHAIN LINK.
	BALLFIELD CHAIN LINK FENCING ON CONCRETE MOWCURB WITH FENCE TOPPER, 8' TALL, BLACK VINYL COATED. SEE SHEET LD-2, DETAIL F.
	BALLFIELD CHAIN LINK FENCING ON CONCRETE MOWCURB WITH FENCE TOPPER, 6' TALL, BLACK VINYL COATED. SEE SHEET LD-2, DETAIL F.
	1" SCH 40 PVC WATER LINE EXTENSION TO DRINKING FOUNTAIN.

1. EXISTING GRADES ARE BASED ON INFORMATION PROVIDED BY: SURVEYOR
2. CONTRACTOR SHALL VERIFY EXISTING GRADES FOR ACCURACY PRIOR TO THE START OF GRADING. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY SHOULD ANY DISCREPANCIES ARISE AND REDIRECT WORK TO BE COMPLETED.
3. 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 LOCATIONS 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 THE PROJECT.
4. EXISTING GRADE SHALL MEET EXISTING GRADES WITH A SMOOTH AND CONTINUOUS TRANSITION SO AS TO AVOID GRADING WATER. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IF PUDDLING IS SUSPECTED AND REDIRECT WORK SO AS TO AVOID DELAY WHILE AWAITING RESPONSE.
5. ALL EXISTING DRAINAGE STRUCTURES, BOXES, UTILITY VAULTS ETC. SHALL BE BROUGHT TO FINAL FINISH GRADE PRIOR TO FINAL SURFACE TREATMENT.



A GRADING PLAN



THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION

MONTROSE SOFTBALL FIELDS

POST FALLS, IDAHO

GRADING PLAN

REVISION	DATE
1. PERMIT	1/30
REVISION	2025
2. PERMIT	3/5
REVISION #2	2025
3.	
4.	

JOB NUMBER	22-033
DATE	10/30/2024
DRAWN BY	JCS
CHECKED BY	MDT

SHEET #

L-2

CALLOUTS

- 1

PROPERTY LINE.
- 2

PARKING LOT. SEE CIVIL PLANS.
- 3

ADULT SOFTBALL FIELD. 300' OUTFIELD. SEE SHEET LD-1, DETAIL A.
- 4

OUTFIELD NETTING. 20' TALL. INTEGRATED WITH CHAINLINK FENCE WHERE PRESENT.
- 5

DUGOUTS. POLYGON DUGOUT LINKUP 10' X 32' WITH BLACK VINYL COATED CHAIN LINK.
- 6

MAINTENANCE/EMERGENCY ACCESS & PEDESTRIAN ACCESS - 20' WIDE.
- 7

FOLDDOWN BOLLARD. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- 8

BLEACHERS (TYP.): POST FALLS STD SIZE: 5 ROW, 15' WIDE, NIC, PROVIDED BY OWNER.
- 9

CONCRETE PAD (BASE BID) FOR PORTABLE TOILET ENCLOSURE, POLIGON PLE-HC (X2) (ALTERNATE #1).
- 10

ASPHALT TRAIL. 10' WIDE.
- 11

6" WIDE CONCRETE MOWCURB. SEE SHEET LD-7, DETAIL F.
- 12

DRINKING FOUNTAIN. SEE SHEET LD-7, DETAIL D.
- 13

BIKE RACK, QTY: FOUR. SEE SHEET LD-7, DETAIL E.

LEGEND

- ASPHALT PAVEMENT. SEE CIVIL PLANS.
- CONCRETE. SEE CIVIL PLANS.
- SEEDED TURF GRASS WITH 4" TOPSOIL TYPE 'B' AND 1" COMPOST.
- SEEDED TURF GRASS SWALE WITH 4" TOPSOIL TYPE 'B' AND 1" COMPOST.
- HYDROSEEDDED LOW MAINTENANCE GRASSES WITH 2" OF PLANTING SOIL TYPE 'C'.
- PLANTING AREA WITH 6" OF PLANTING SOIL TYPE 'C', 2" OF COMPOST, AND 3" OF ORGANIC MULCH TYPE 'A'.
- BALLFIELD INFELD. 6" OF APPROVED INFELD MIX. SEE SPECIFICATIONS.
- BALLFIELD WARNING TRACK. 4" OF WARNING TRACK MIX. SEE SPECIFICATIONS.
- GRAVEL STORAGE AREA, 4" OF CSBC, COMPACTED TO 95%.
- BALLFIELD BACKSTOP NETTING, 30' TALL. SEE SHEET LD-2, DETAIL C.
- BALLFIELD OUTFIELD NETTING, 12' HIGH OVER 8' CHAIN LINK FENCE, 20' TOTAL HEIGHT. BLACK VINYL COATED CHAIN LINK.
- BALLFIELD CHAIN LINK FENCING ON CONCRETE MOWCURB WITH FENCE TOPPER, 8' TALL, BLACK VINYL COATED. SEE SHEET LD-2, DETAIL F.
- BALLFIELD CHAIN LINK FENCING ON CONCRETE MOWCURB WITH FENCE TOPPER, 6' TALL, BLACK VINYL COATED. SEE SHEET LD-2, DETAIL F.
- W 1" SCH 40 PVC WATER LINE EXTENSION TO DRINKING FOUNTAIN.
- LIGHT. SEE ELECTRICAL PLANS.

LEGEND

- HYDROSEEDDED LOW MAINTENANCE GRASSES WITH TREE IRRIGATION NETAFIM TECHLINE CV. SEE LD-5, DETAIL C. (PURPLE PIPE)
- PLANTER AREA IRRIGATION: NETAFIM DRIPLINE IRRIGATION. TECHLINE CV, TLCV6-18. (PURPLE PIPE)
- HUNTER MP1000 PROS-06-PRS40-CV, 6" POP-UP SPRINKLER BODY WITH CO-MOLDED WIPER SEAL, CHECK VALVE, AND PRESSURE REGULATING. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. 40 PSI, .84 GPM (OLIVE (O) FULL/ADJ.), .63 GPM (LT. BLUE (L) THREE QUARTER), .21-.42 GPM (MAROON (M) QUARTER/HALF) NON-POTABLE INDICATOR (PURPLE)
- HUNTER MP2000 PROS-06-PRS40-CV, 6" POP-UP SPRINKLER BODY WITH CO-MOLDED WIPER SEAL, CHECK VALVE, AND PRESSURE REGULATING. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. 40 PSI, 1.48 GPM (RED (R) FULL/ADJ.), 1.10 GPM (GREEN (G) THREE QUARTER), .43-.77 GPM (BLACK (K) QUARTER/HALF) NON-POTABLE INDICATOR (PURPLE)
- HUNTER MP3000 PROS-06-PRS40-CV, 6" POP-UP SPRINKLER BODY WITH CO-MOLDED WIPER SEAL, CHECK VALVE, AND PRESSURE REGULATING. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. 40 PSI, 3.25 GPM (GRAY (A) FULL/ADJ.), 2.75 GPM (YELLOW (Y) THREE QUARTER), .86-1.82 GPM (BLUE (B) QUARTER/HALF) NON-POTABLE INDICATOR (PURPLE)
- HUNTER I-25 ROTOR, ADJUSTABLE. HUNTER I-25-06-SS-04, YELLOW NOZZLE. DESIGN PRESSURE: 45 PSI, GPM: 4.3, 41' RADIUS TURF ROTOR, 6.0" POP-UP, ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, NON-POTABLE INDICATOR (PURPLE)
- HUNTER ICV GLOBE AND BASELINE DECODERS. NON-POTABLE INDICATOR (PURPLE) ON VALVES AND VALVE BOX LIDS. SEE SHEET LD-3, DETAIL B.
- HUNTER ICZ-151-XL DRIP CONTROL VALVE AND BASELINE DECODERS. NON-POTABLE INDICATOR (PURPLE) ON VALVES AND VALVE BOX LIDS. SEE SHEET LD-4, DETAIL B.
- QUICK COUPLER - HUNTER HQ44 (INSTALL IN VALVE BOX). NON-POTABLE INDICATOR (PURPLE) ON QUICK COUPLER AND VALVE BOX LIDS. SEE SHEET LD-3, DETAIL A.
- ISOLATION VALVE. LINE SIZE. SEE SHEET LD-3, DETAIL E.

- SURGE PROTECTION. INSTALL GROUND RODS AND 24" LOOP OF ADDITIONAL SPARE WIRE PATH IN 10" ROUND VALVE BOX. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- IRRIGATION CONTROLLER. BASELINE 3200, 2-WIRE CONTROLLER ON PEDESTAL.
- IRRIGATION POC. EXISTING WATER SERVICE. WATER METER PER EAST GREENACRES IRRIGATION DISTRICT REQUIREMENTS.
- REDUCED BACKFLOW PREVENTOR. SEE SHEET LD-2, DETAIL A.
- BASELINE BHM SERIES HYDROMETER. LINE SIZE. SEE SHEET LD-2, DETAIL A.
- STOP AND WASTE VALVE, LINE SIZE. INSTALLED IN VALVE BOX.
- END OF MAINLINE - CAP MAINLINE AND PROVIDE 36" SPARE WIRE. SEE SHEET LD-2, DETAIL E.
- MAINLINE 4" NPS AND LARGER - GASKETED CLASS 200 PVC, MAINLINE 3" NPS AND SMALLER, SCH 40 PVC. MAINLINE 2" NPS UNLESS OTHERWISE NOTED. ADDITIONAL 2-WIRE SPARE TO BE RAN WITH MAINLINE, SEE SPECIFICATIONS.
- LATERAL LINE - SCHEDULE 40 PVC - 1" UNLESS OTHERWISE NOTED.
- PIPE SLEEVE - SEE NOTES.
- CONTROL WIRE IN CONDUIT.

IRRIGATION NOTES

1. ALL IRRIGATION PRODUCTS TO BE RECLAIMED (PURPLE) INDICATION COLOR.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. IRRIGATION CONTROLLER: SUPPLY CONTROLLER AS SPECIFIED AND LOCATE AS SHOWN ON PLANS AND DETAILS. COORDINATE LOCATION AND INSTALLATION OF CONTROLLER(S) WITH GENERAL CONTRACTOR FOR ELECTRICAL SERVICE AND SWEEPS THROUGH FOUNDATIONS AS NECESSARY. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL CODES AND ORDINANCES INCLUDING BUILDING/ELECTRICAL PERMIT REQUIREMENTS.
8. IRRIGATION SYSTEM BASIS OF DESIGN:

a. STATIC PRESSURE: 60 PSI, CITY OF POST FALLS 8" IRRIGATION SERVICE.

b. CONTRACTOR TO VERIFY WORKING PSI AT MINIMUM OPERATING FLOW PRIOR TO CONSTRUCTION. NOTIFY LANDSCAPE ARCHITECT OF ANY DEFICIENCIES PRIOR TO COMMENCEMENT OF WORK.
9. SLEEVE SCHEDULE:

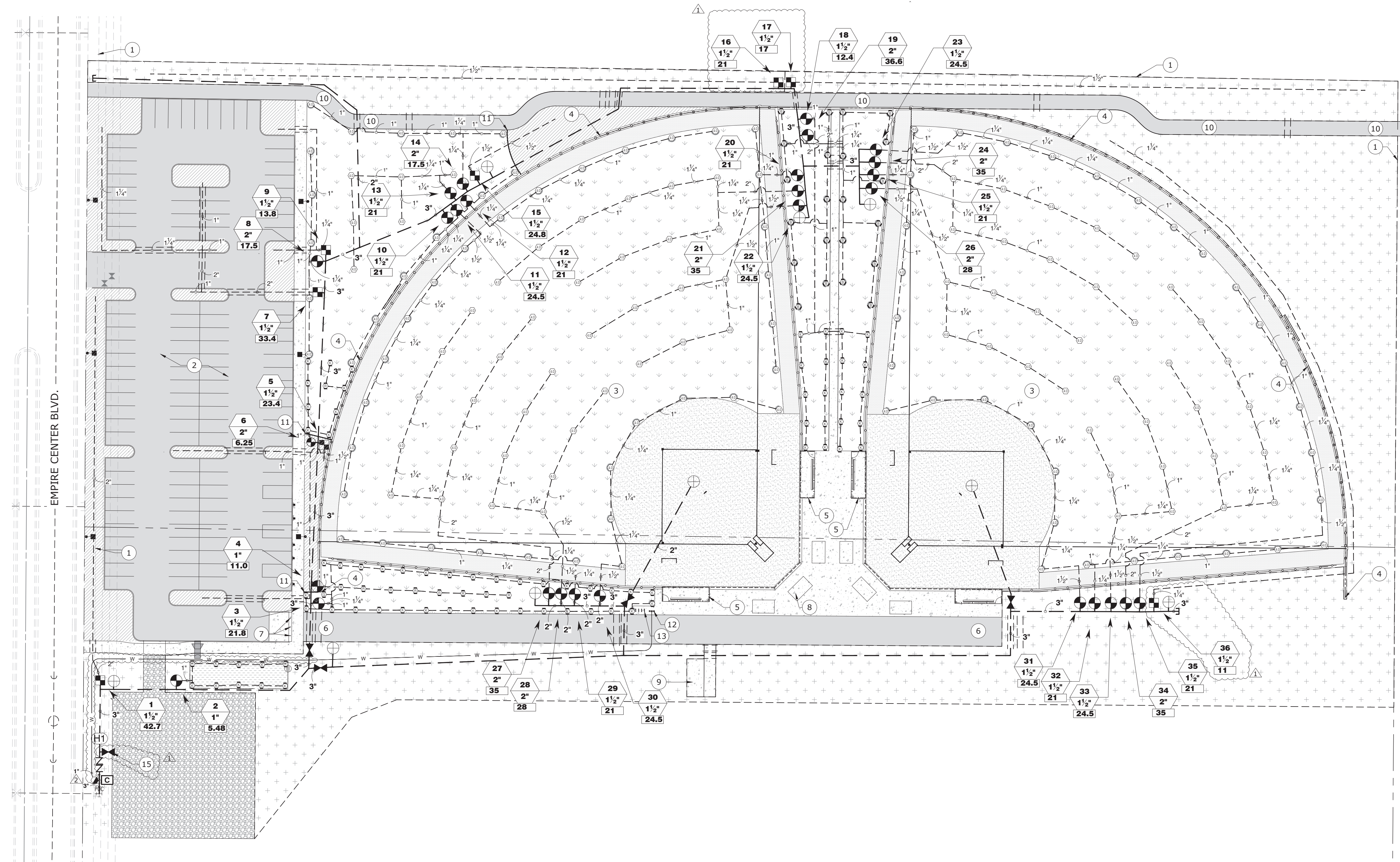
a. ALL MAIN LINE PIPING AND CONTROL WIRES UNDER PAVING SHALL BE INSTALLED IN SEPARATE SLEEVES UNDER HARD SURFACES.

b. PIPES SIZED TO 2.5": 4" SCHEDULE 40 PVC SLEEVE.

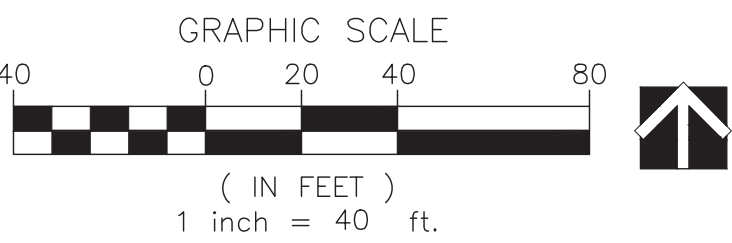
c. PIPES TO 3"-4": 6" SCHEDULE 40 PVC SLEEVE.

d. PIPES GREATER THAN 4": 8" SCHEDULE 40 PVC SLEEVE.

e. CONTROL WIRES: 2" MIN. SCHEDULE 40 PVC SLEEVE.
10. CONTRACTOR TO INSTALL THRUST BLOCKING AT MAINLINE CHANGES OF DIRECTION FOR ALL MAINLINE PIPING 2" AND LARGER.
11. PRESSURE TESTING: PRESSURE TESTING IS REQUIRED FOR ALL MAINLINE AND LATERAL LINES. SEE SPECIFICATIONS FOR REQUIREMENTS.
12. INSTALL ALL VALVE BOXES PERPENDICULAR TO ADJACENT FENCES, WALKS, AND BUILDINGS. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE SPECIFIED.
13. 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.
14. ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS IN ADHERENCE TO LOCAL CODES.
15. 120V AC ELECTRICAL POWER SOURCE AT CONTROLLER LOCATIONS SHALL BE PROVIDED, SEE ELECTRICAL PLANS. FINAL CONNECTION FROM THE ELECTRICAL SOURCE TO THE CONTROLLER AND INCLUDE ALL PERMITS SHALL BE IN ACCORDANCE WITH LOCAL CODES.
16. 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.



A IRRIGATION PLAN



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

THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION

Michael Terrell
Landscape Architecture, PLLC
1421 N. Meadowood Lane
Suite 150
Liberty Lake, WA
(889) 922-7449

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LANDSCAPE ARCHITECT'S SEAL

STATE OF IDAHO

MICHAEL T. TERRELL

LA-234

LICENSED LANDSCAPE ARCHITECT

MONTROSE SOFTBALL FIELDS

POST FALLS, IDAHO

IRRIGATION PLAN

REVISION	DATE
△ PERMIT	1/30
REVISION	2025
△ WATERLINE	2/12
REVISION	2025
△	
△	
FOR NUMBER	22-033
DATE	10/30/2024
DRAWN BY	JCS
CHECKED BY	MDT

SHEET #

L-3

Page 521 of 694

CALLOUTS

- 1

PROPERTY LINE.
- 2

PARKING LOT. SEE CIVIL PLANS.
- 3

ADULT SOFTBALL FIELD. 300' OUTFIELD. SEE SHEET LD-1, DETAIL A.
- 4

OUTFIELD NETTING. 20' TALL. INTEGRATED WITH CHAINLINK FENCE WHERE PRESENT.
- 5

DUGOUTS. POLIGON DUGOUT LINKUP 10' X 32' WITH BLACK VINYL COATED CHAIN LINK.
- 6

MAINTENANCE/EMERGENCY ACCESS & PEDESTRIAN ACCESS - 20' WIDE.
- 7

FOLDDOWN BOLLARD. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- 8

BLEACHERS (TYP.): POST FALLS STD SIZE: 5 ROW, 15' WIDE. NIC, PROVIDED BY OWNER.
- 9

CONCRETE PAD (BASE BID) FOR PORTABLE TOILET ENCLOSURE, POLIGON PLE-HC (X2) (ALTERNATE #1).
- 10

ASPHALT TRAIL. 10' WIDE.
- 11

6" WIDE CONCRETE MOWCURB. SEE SHEET LD-7, DETAIL F.
- 12

DRINKING FOUNTAIN. SEE SHEET LD-7, DETAIL D.
- 13

BIKE RACK, QTY: FOUR. SEE SHEET LD-7, DETAIL E.

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	WIDTH	QTY	SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	WIDTH	QTY
TREES													
	Abies concolor	White Fir	7-8' Tall	30'	15'	15		Arctostaphylos uva-ursi 'Massachusetts'	Massachusetts Manzanita	5 gal	1'	8'	5
	Acer rubrum 'Bowhall'	Bowhall Red Maple	2' Cal.	50'	25'	14		Berberis thunbergii 'Golden Rocket'	Golden Rocket Japanese Barberry	2 gal	5'	2'	7
	Cercis canadensis 'Forest Pansy'	Forest Pansy Eastern Redbud	2' Cal.	25'	20'	2		Berberis thunbergii 'Monomb' TM	Cherry Bomb Japanese Barberry	2 gal	4'	4'	19
	Larix occidentalis	Western Larch	7-8' Tall	60'	25'	13		Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	1 gal.	6'	2'	22
	Liriodendron tulipifera 'Glen Gold'	Glen Gold Tulip Poplar	2' Cal.	70'	40'	15		Helictotrichon sempervirens	Blue Oat Grass	1 gal	3'	3'	10
	Pinus flexilis 'Vanderwolf' s Pyramid'	Vanderwolf' s Pyramid Pine	7-8' Tall	25'	15'	13		Hemerocallis x 'Alabama Jubilee'	Alabama Jubilee Daylily	1 gal	3'	2'	16
	Pinus monticola	Western White Pine	7-8' Tall	80'	30'	3		Hemerocallis x 'Ruby Spider'	Ruby Spider Daylily	1 gal	3'	2'	34
	Prunus sargentii 'JFS KW21PS'	Pink Myst® Sargent Cherry	2' Cal.	30'	15'	6		Ilex crenata 'Sky Pencil'	Sky Pencil Japanese Holly	2 gal	6'	2'	8
	Quercus rubra	Red Oak	2' Cal.	70'	50'	2		Panicum virgatum 'Shenandoah'	Switch Grass	2 gal	4'	3'	63
								Perovskia atriplicifolia 'Little Spire' TM	Little Spire Russian Sage	3 gal	4'	4'	15
								Pinus strobus 'Blue Shag'	Blue Shag White Pine	3 gal	4'	4'	34
								Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	2 gal	3'	8'	23
								Rosa x 'Noare' TM	Flower Carpet Red Groundcover Rose	2 gal	3'	4'	14

PLANT QUANTITY NOTE: CONTRACTOR SHALL VERIFY QUANTITIES IN PLANT LEGEND WITH PLANT SYMBOLS ON PLANS.

LEGEND

-  ASPHALT PAVEMENT. SEE CIVIL PLANS.

 CONCRETE.

 SEEDED TURF GRASS WITH 4" TOPSOIL TYPE 'B' AND 1" COMPOST.

 SEEDED TURF GRASS SWALE WITH 4" TOPSOIL TYPE 'B' AND 1" COMPOST.

 HYDROSEEDDED LOW MAINTENANCE GRASSES WITH 2" OF PLANTING SOIL TYPE 'C'.

 PLANTING AREA WITH 6" OF PLANTING SOIL TYPE 'C'. 2" OF COMPOST, AND 3" OF ORGANIC MULCH TYPE 'A'.
-  BALLFIELD INFIELD. 6" OF APPROVED INFIELD MIX. SEE SPECIFICATIONS.

 BALLFIELD WARNING TRACK. 4" OF WARNING TRACK MIX. SEE SPECIFICATIONS.

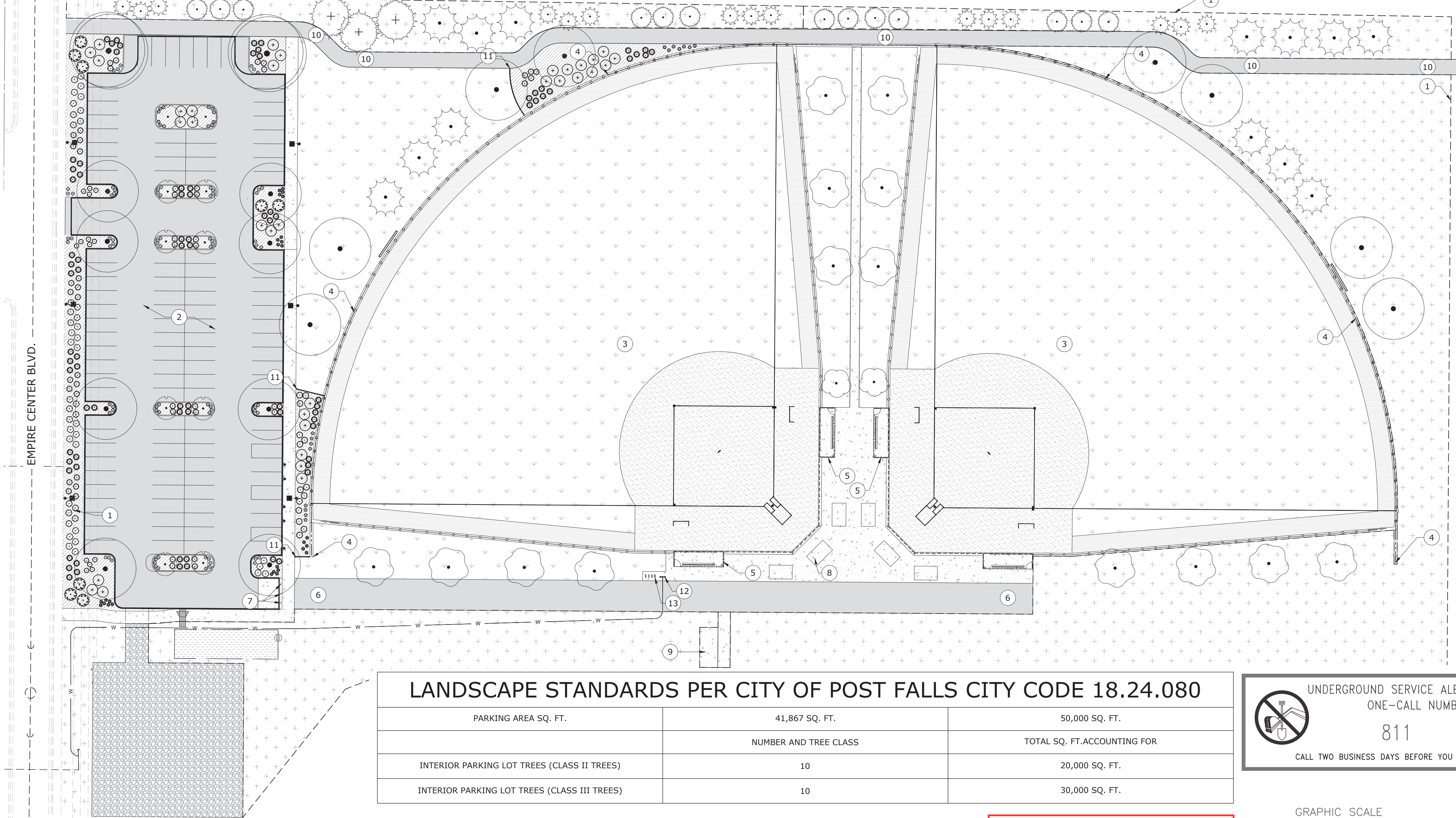
 GRAVEL STORAGE AREA, 4" OF CSBC, COMPACTED TO 95%.

 BALLFIELD BACKSTOP NETTING, 30' TALL. SEE SHEET LD-1, DETAIL C.

 BALLFIELD CHAIN LINK FENCING ON CONCRETE MOWCURB WITH FENCE TOPPER, 8' TALL.

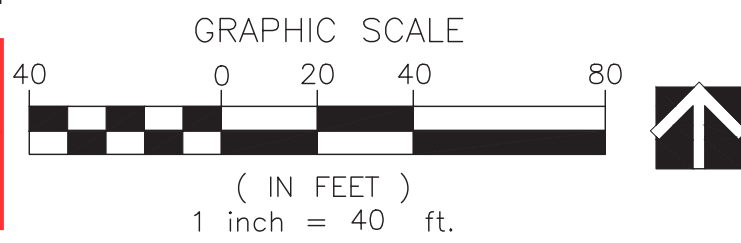
 BALLFIELD CHAIN LINK FENCING ON CONCRETE MOWCURB WITH FENCE TOPPER, 6' TALL.

 LIGHT. SEE ELECTRICAL PLANS.



LANDSCAPE STANDARDS PER CITY OF POST FALLS CITY CODE 18.24.080

PARKING AREA SQ. FT.	41,867 SQ. FT.	50,000 SQ. FT.
	NUMBER AND TREE CLASS	TOTAL SQ. FT.ACCOUNTING FOR
INTERIOR PARKING LOT TREES (CLASS II TREES)	10	20,000 SQ. FT.
INTERIOR PARKING LOT TREES (CLASS III TREES)	10	30,000 SQ. FT.



PLANTING NOTES

1.

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 THROUGHOUT CONSTRUCTION. 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.
2.

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.
3.

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.
4.

REMOVE ALL CONSTRUCTION DEBRIS, CONCRETE, MORTAR, ROCKS, ETC FROM LANDSCAPE AREAS PRIOR TO SUB GRADE PREPARATION AND INSTALLATION OF PLANTING SOIL.
5.

TREES AND SHRUBS TO MEET REQUIREMENTS OF AMERICAN STANDARD FOR NURSERY STOCK FOR SIZE AND MATERIAL CONDITION.
6.

PLANT COUNTS IN LEGEND ARE FOR REFERENCE ONLY. PLANT SYMBOLS DICTATE THE REQUIRED PLANTS.
7.

PLANTING SOIL SCHEDULE (SEE SPECIFICATIONS):
a. SEEDED LAWN AREAS: 4" OF APPROVED PLANTING SOIL TYPE 'B' AND 2" OF COMPOST.
b. SEEDED ATHLETIC TURF AREAS: 6" OF APPROVED PLANTING SOIL TYPE 'C' AND 2" OF COMPOST.
c. HYDROSEED LOW MAINTENANCE AREAS: 2" OF APPROVED PLANTING SOIL TYPE 'C'.
d. PLANTING AREAS: 6" OF APPROVED PLANTING SOIL TYPE 'C' AND 2" OF COMPOST.
9.

ORGANIC MULCH SCHEDULE (SEE SPECIFICATIONS):
a. PLANTING AREAS: 3" OF ORGANIC MULCH TYPE 'A'. MEDIUM BARK
10.

ALL LANDSCAPE AREAS TO BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM. SEE IRRIGATION PLANS AND SPECIFICATIONS.
11.

TREE LOCATIONS MAY VARY DEPENDING ON WALK, DRIVEWAY, AND UTILITY LOCATIONS. STAKE FOR APPROVAL PRIOR TO PLANTING.
12.

LAYOUT OF MOWCURBS AND EDGING TO BE MARKED FOR APPROVAL PRIOR TO INSTALLATION.
13.

DO NOT COMPACT BOTTOMS OF SWALES, PROTECT SWALES FROM CONSTRUCTION TRAFFIC AND DEBRIS. SEE CIVIL PLANS FOR SOILS IN SWALES.
14.

ALL TREES TO BE SINGLE TRUNKED, UNLESS OTHERWISE NOTED. MULTI-TRUNKED TREES TO INCLUDE MAIN LEADER EQUAL OR GREATER TO SIZE SPECIFIED.
15.

TREES OF THE SAME SPECIES SHALL BE MATCHED FROM SAME LOT AND GROWER.
16.

FINISH GRADE TO BE:
a. PLANTING AREAS: 3 1/2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS BEFORE INSTALLATION OF MINERAL/ORGANIC MULCH.
b. TURF AREAS, SEEDED: 2" BELOW ADJACENT WALKS OR HARDSCAPE ELEMENTS.

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.



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

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Michael Terrell ■ Landscape Architecture, PLLC
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MONTROSE SOFTBALL FIELDS

POST FALLS, IDAHO

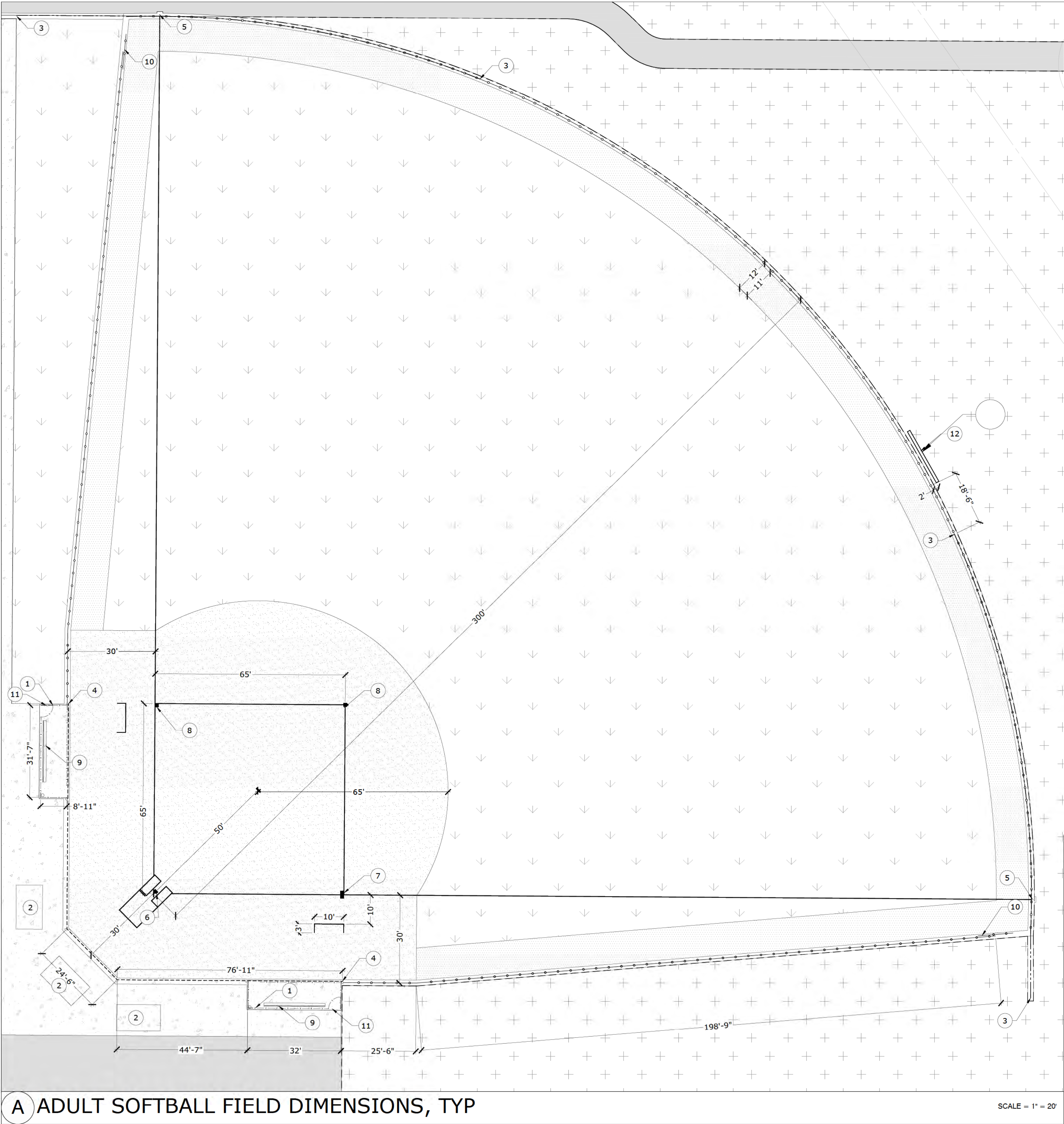
LANDSCAPE PLAN

REVISION	DATE
△ PERMIT	1/30
△ REVISION	2025
△	
△	

FOR NUMBER	22-033
DATE	10/30/2024
DRAWN BY	JCS
CHECKED BY	MDT

SHEET #

L-4



A ADULT SOFTBALL FIELD DIMENSIONS, TYP

SCALE = 1" = 20'

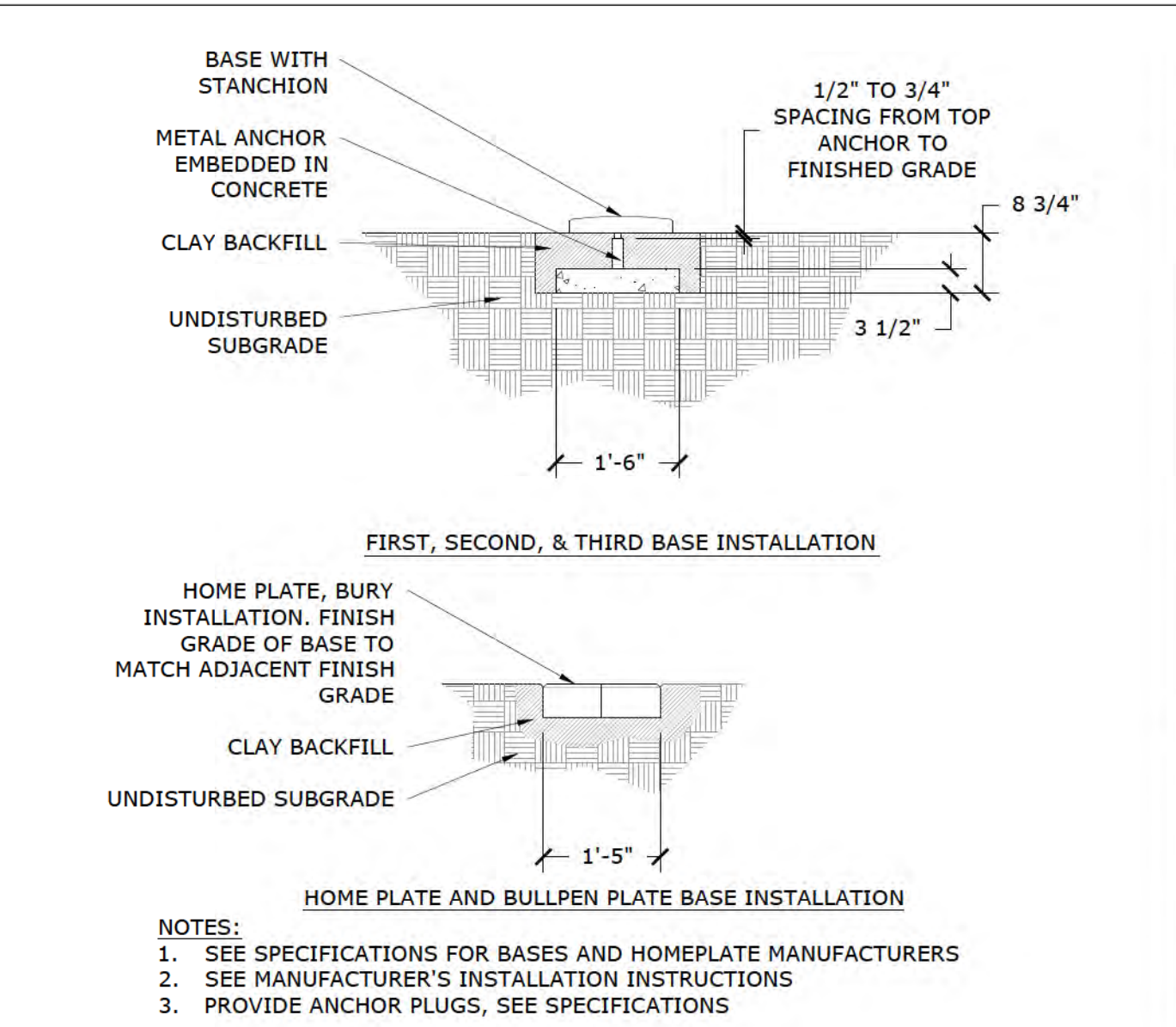
CALLOUTS

- 1 DUGOUTS: POLYGON DUGOUT LINKUP 10' X 32' WITH BLACK VINYL COATED CHAIN LINK.
- 2 BLEACHERS (TYP.): POST FALLS STD SIZE: 5 ROW, 15' WIDE. NIC, PROVIDED BY OWNER.
- 3 OUTFIELD NETTING: 20' TALL. INTEGRATED WITH CHAIN LINK FENCE WHERE PRESENT.
- 4 30' TALL BACKSTOP NETTING. SEE SHEET LD-2 DETAIL C.
- 5 15' FOUL POLES. SEE DETAIL D, THIS SHEET.
- 6 HOME PLATE. SEE DETAIL B, THIS SHEET.
- 7 DOUBLE FIRST BASE. SEE DETAIL B, THIS SHEET.
- 8 BASES. SEE DETAIL B, THIS SHEET.
- 9 21' L TEAM BENCH.
- 10 12' WIDE CHAINLINK SLIDING ACCESS GATE, BLACK VINYL COATED. SEE SHEET LD-2, DETAIL H.
- 11 4' WIDE CHAIN LINK PEDESTRIAN ACCESS GATE, BLACK VINYL COATED. SEE SHEET LD-2, DETAIL G.
- 12 ALTERNATE #2. SCOREBOARD, VARSITY SCOREBOARDS 3312 BASEBALL/SOFTBALL SCOREBOARD IN ROYAL BLUE.

LEGEND

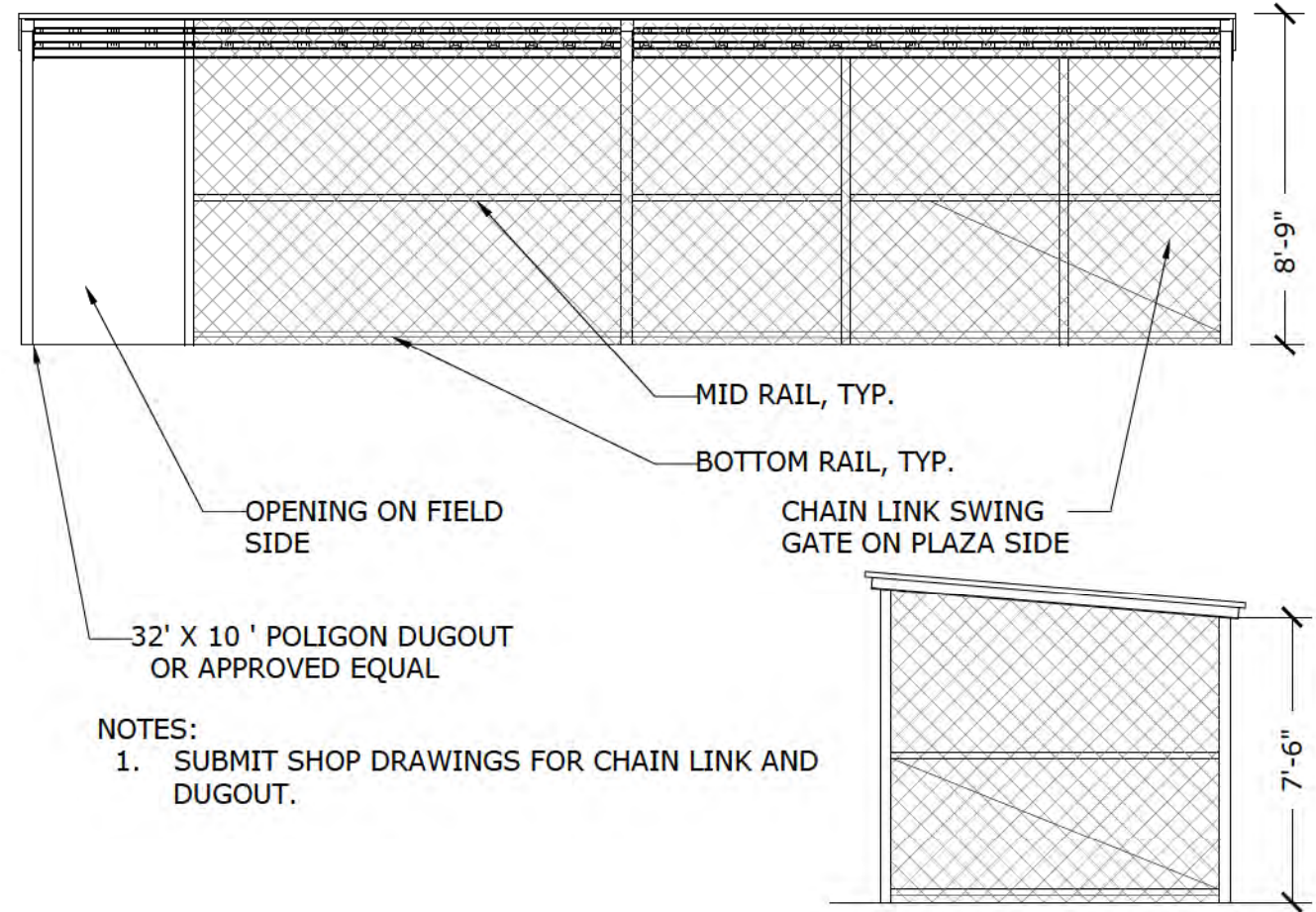
- ASPHALT PAVEMENT. SEE CIVIL PLANS.
- CONCRETE.
- SEEDED TURF GRASS WITH 6" TOPSOIL TYPE 'B' AND 2" COMPOST.
- BALLFIELD INFIELD. 6" OF APPROVED INFIELD MIX. SEE SPECIFICATIONS.
- BALLFIELD WARNING TRACK. 4" OF WARNING TRACK MIX. SEE SPECIFICATIONS.
- BALLFIELD BACKSTOP NETTING, 30' TALL. SEE SHEET LD-2, DETAIL C.
- BALLFIELD OUTFIELD NETTING, 12' HIGH OVER 8' CHAIN LINK FENCE, 20' TOTAL HEIGHT. BLACK VINYL COATED CHAIN LINK.
- BALLFIELDED CHAIN LINK FENCING ON CONCRETE MOWCOURB WITH FENCE TOPPER, 8' TALL, BLACK VINYL COATED.
- BALLFIELDED CHAIN LINK FENCING ON CONCRETE MOWCOURB WITH FENCE TOPPER, 6' TALL, BLACK VINYL COATED.

SEE SHEET L-3 & L-4 FOR FULL IRRIGATION AND LANDSCAPE NOTES



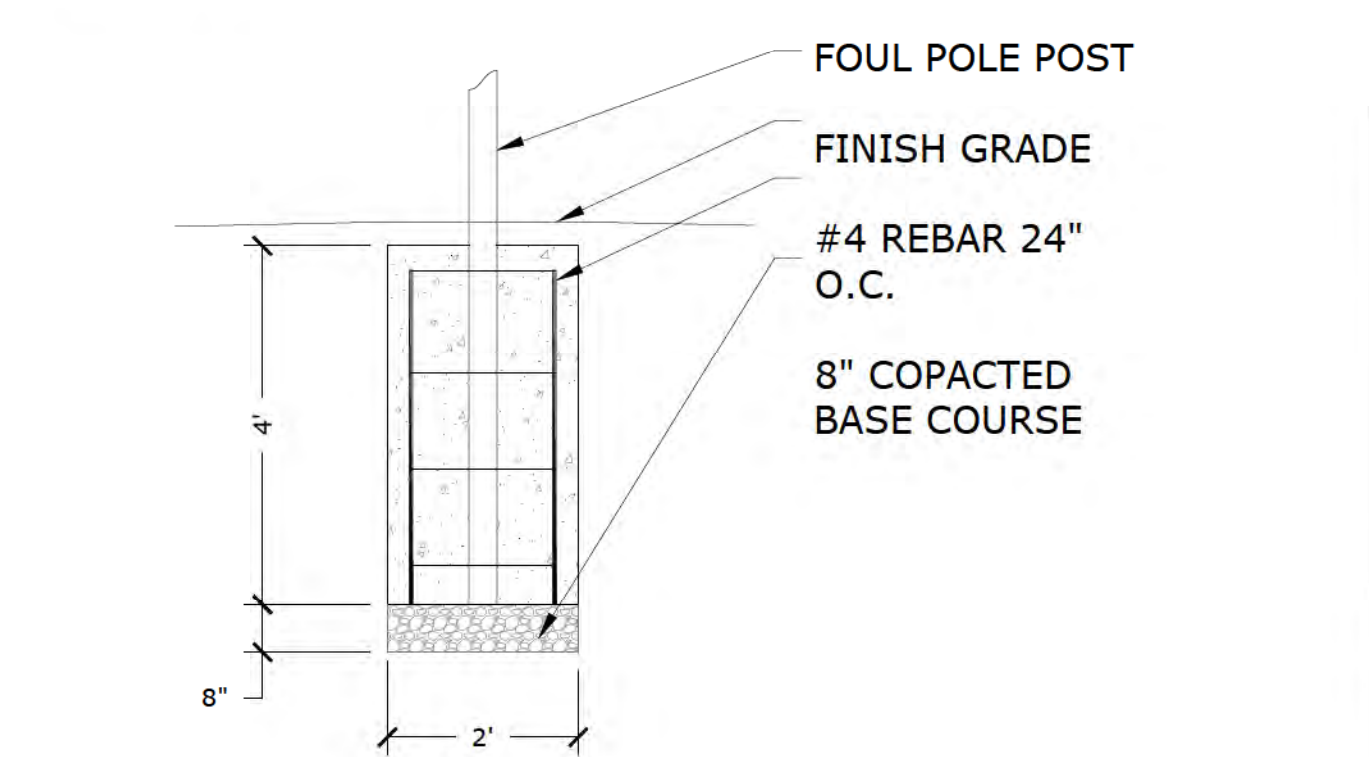
B BASE INSTALLATION

SCALE: NTS



C DUGOUT

SCALE: NTS



NOTES:
1. SEE MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION

D 15' FOUL BALL POLE POST

SCALE = NTS

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

THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION

Michael Terrell
Landscape Architecture, PLLC
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LANDSCAPE ARCHITECT'S SEAL
STATE OF IDAHO
MICHAEL D. TERRELL
LA-234
LICENSED LANDSCAPE ARCHITECT

MONTROSE SOFTBALL FIELDS
POST FALLS, IDAHO
DETAILS

REVISION	DATE
△ PERMIT	1/30
△ REVISION	2025
△	
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FOR NUMBER
22-033

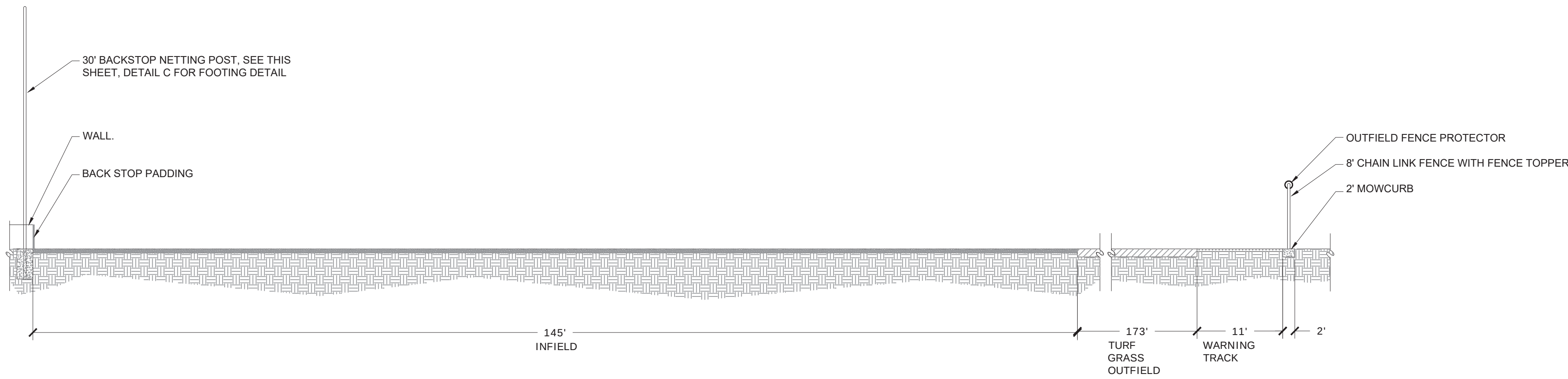
DATE
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DRAWN BY
JCS

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MDT

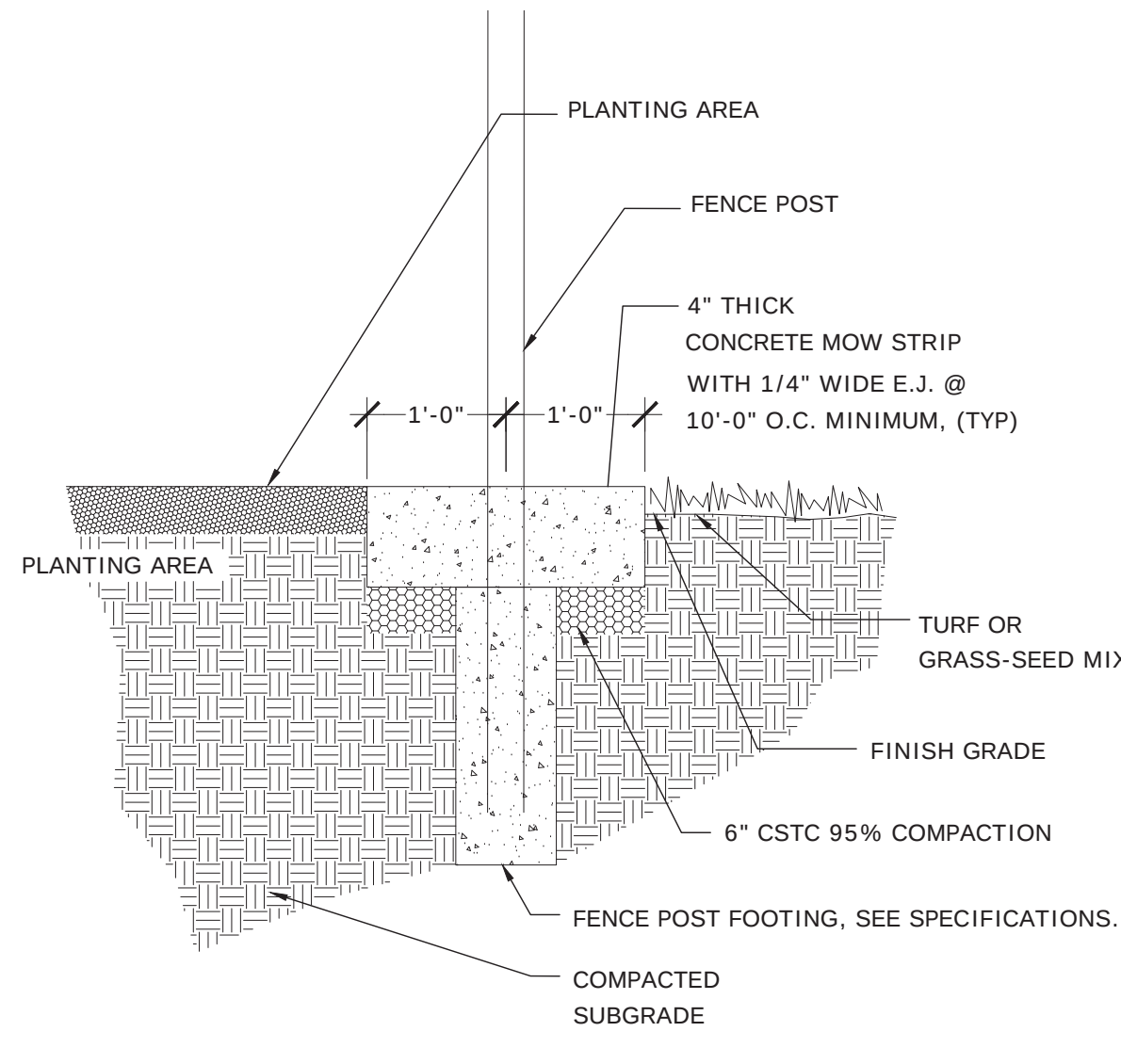
SHEET #
LD-1

Note: Fencing and Bleachers required to be reviewed and approved under a separate building permit application.



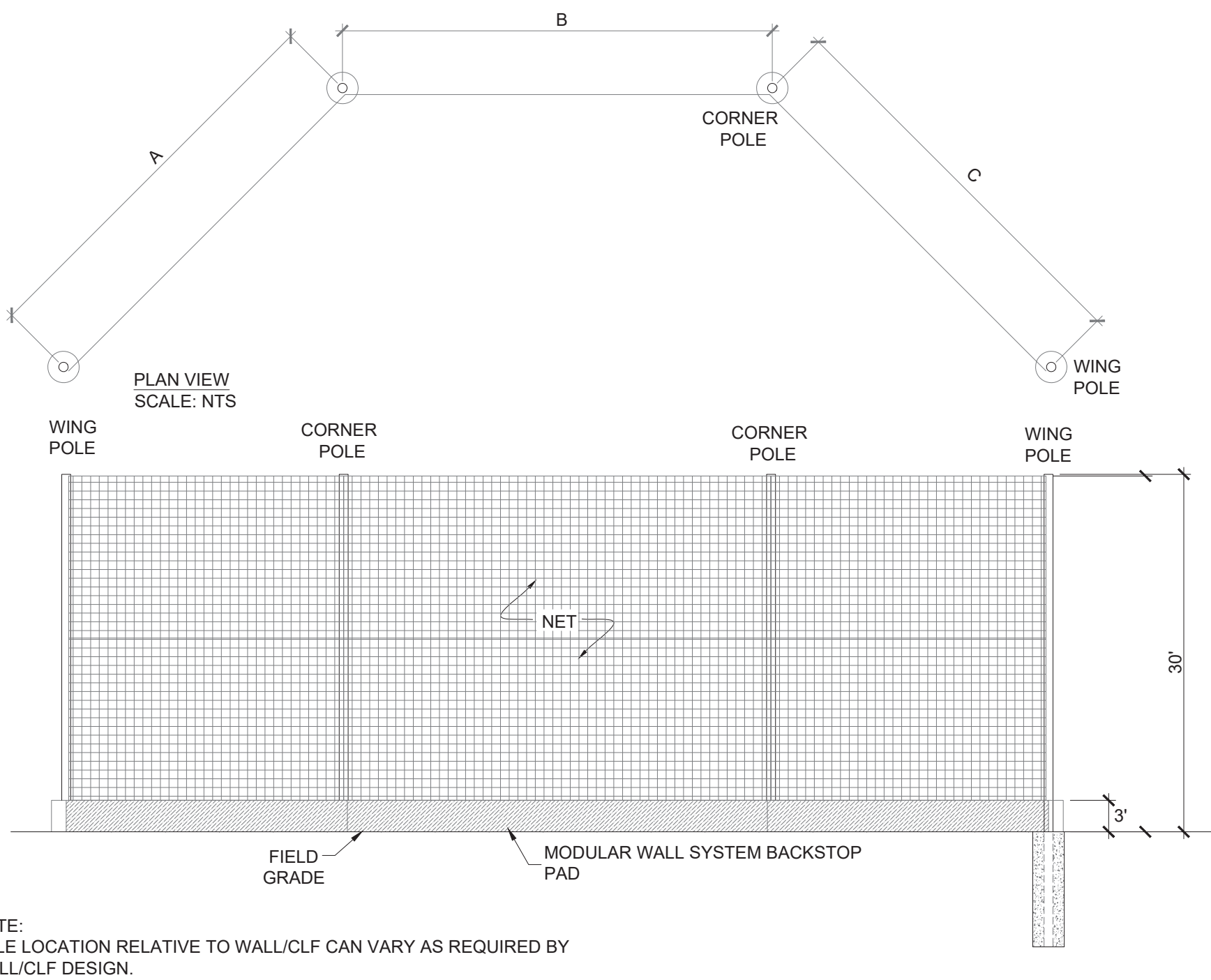
A ADULT SOFTBALL FIELD SECTION

SCALE = NTS



B MOWCURB UNDER FENCE

SCALE = NTS



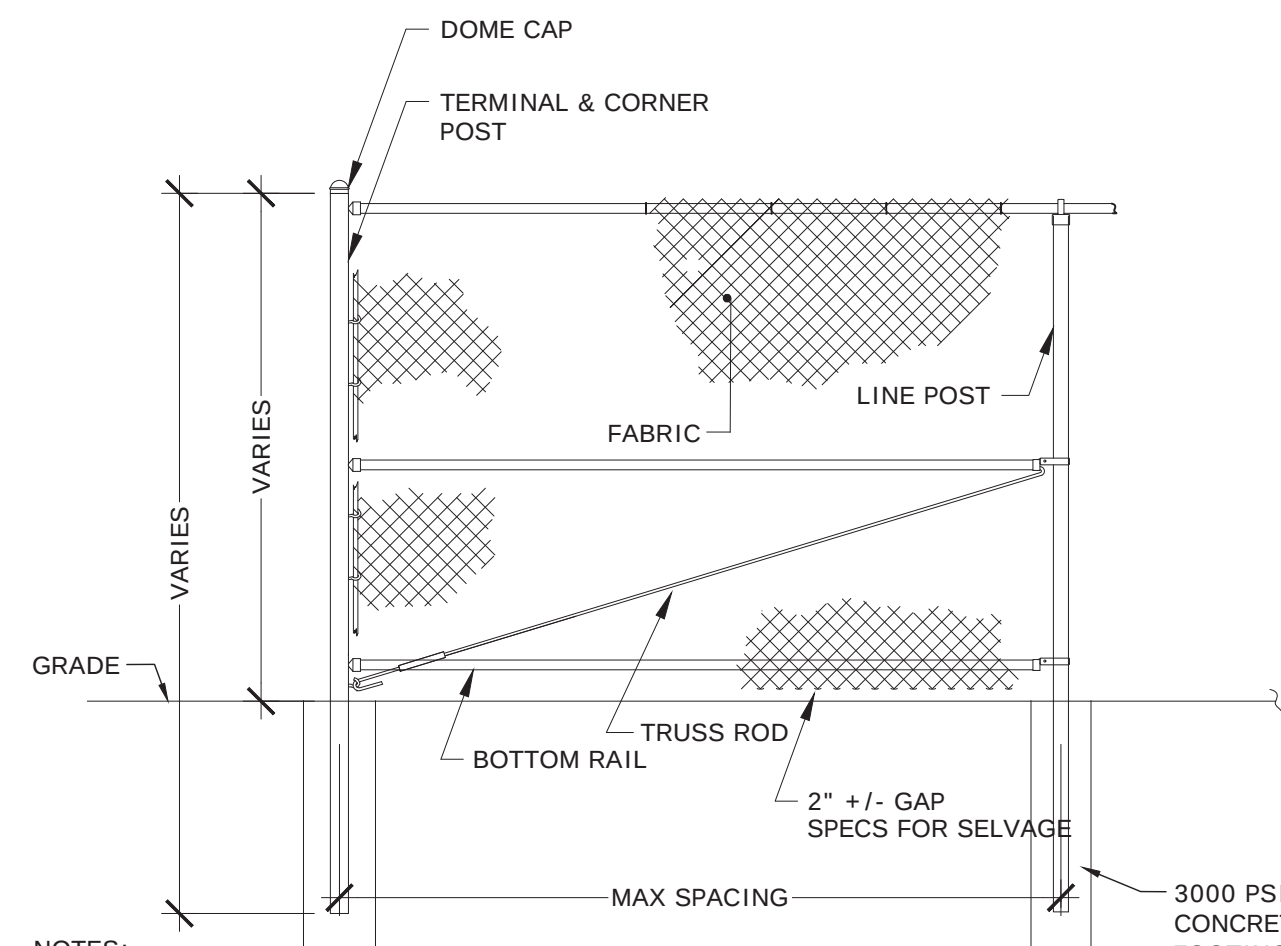
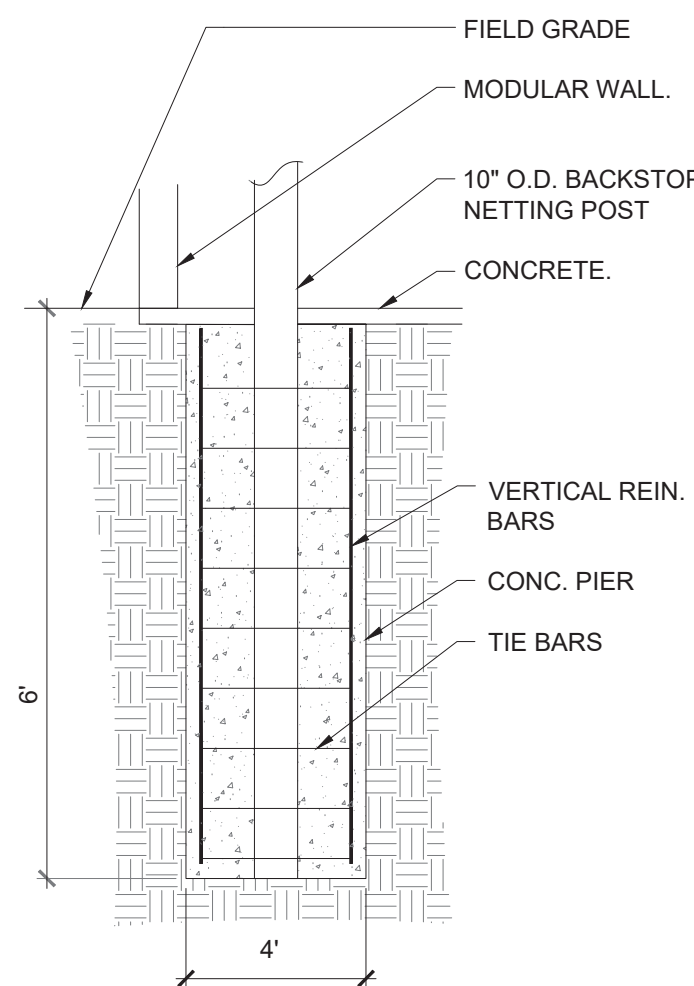
C NETTING AND POSTS

SCALE = NTS

NOTES:
BASED ON DIMENSIONS PROVIDED, POLE SPECIFICATIONS, LENGTHS AND FOOTINGS WILL BE DETERMINED BY BACKSTOP ENGINEERING.

MANUFACTURER TO PROVIDE STAMPED ENGINEERING CALCULATIONS FOR POLE SPECIFICATIONS AND FOOTING DETAIL BASED ON CLIENT PROVIDED SITE SOILS DATA, PREVAILING CODE AND DESIGN WIND SPEED.

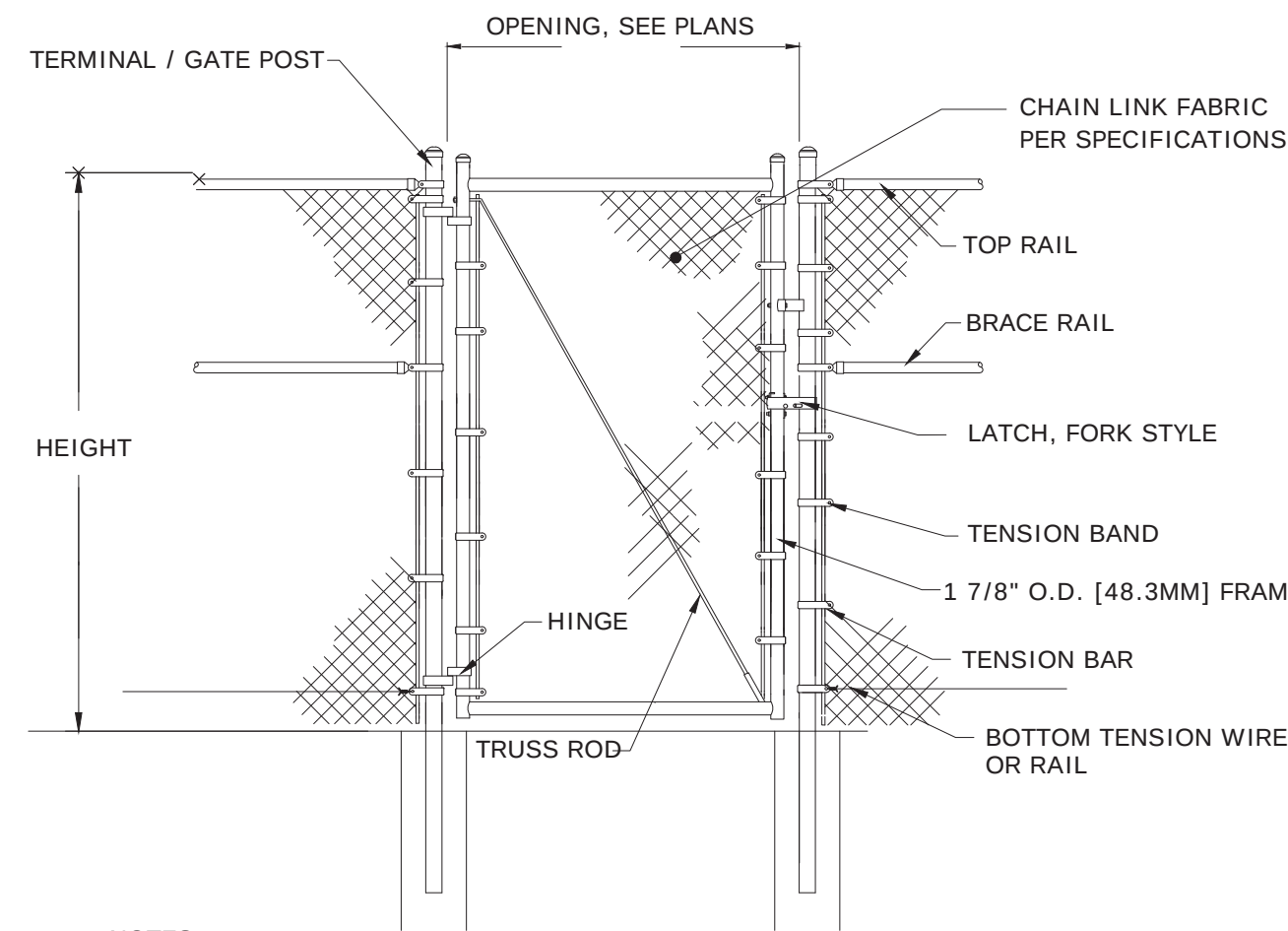
MAINTAIN A MINIMUM CLEAR DISTANCE OF 36" IN FRONT AND IN BACK OF NET TO AVOID DAMAGE. REPEATED RUBBING AND PINCHING OF THE NET AGAINST OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO WALLS, LIGHT POLES AND FENCING WILL CAUSE TEARING AND NET FAILURE.
IF THE BOTTOM OF THE NET WILL BE NEAR THE TOP OF A CHAIN LINK FENCE, CARE SHOULD BE TAKEN TO PROTECT THE NET FROM THE TOP LOOPS OF THE CHAIN LINK FABRIC. BEACON ATHLETICS RECOMMENDS INSTALLING FENCE CAP OR SLIT DRAIN TILE ALONG THE TOP OF THE FENCE TO COVER THE LOOPS.



- NOTES:
1. SEE SPECIFICATIONS FOR FENCING SCHEDULE.
 2. INTERMEDIATE RAIL AND TRUSS ROD REQUIRED ON ALL CORNER AND GATE TERMINAL POSTS REGARDLESS OF FENCING SCHEDULE FENCE TYPE.
 3. TOP AND BOTTOM RAILS, TYPICAL ALL FENCE TYPES.
 4. TOP AND BOTTOM FABRIC KNUCKLED SELVAGE, TYPICAL.
 5. INSTALL PER MANUFACTURER'S SPECIFICATIONS.

F CHAIN LINK FENCING

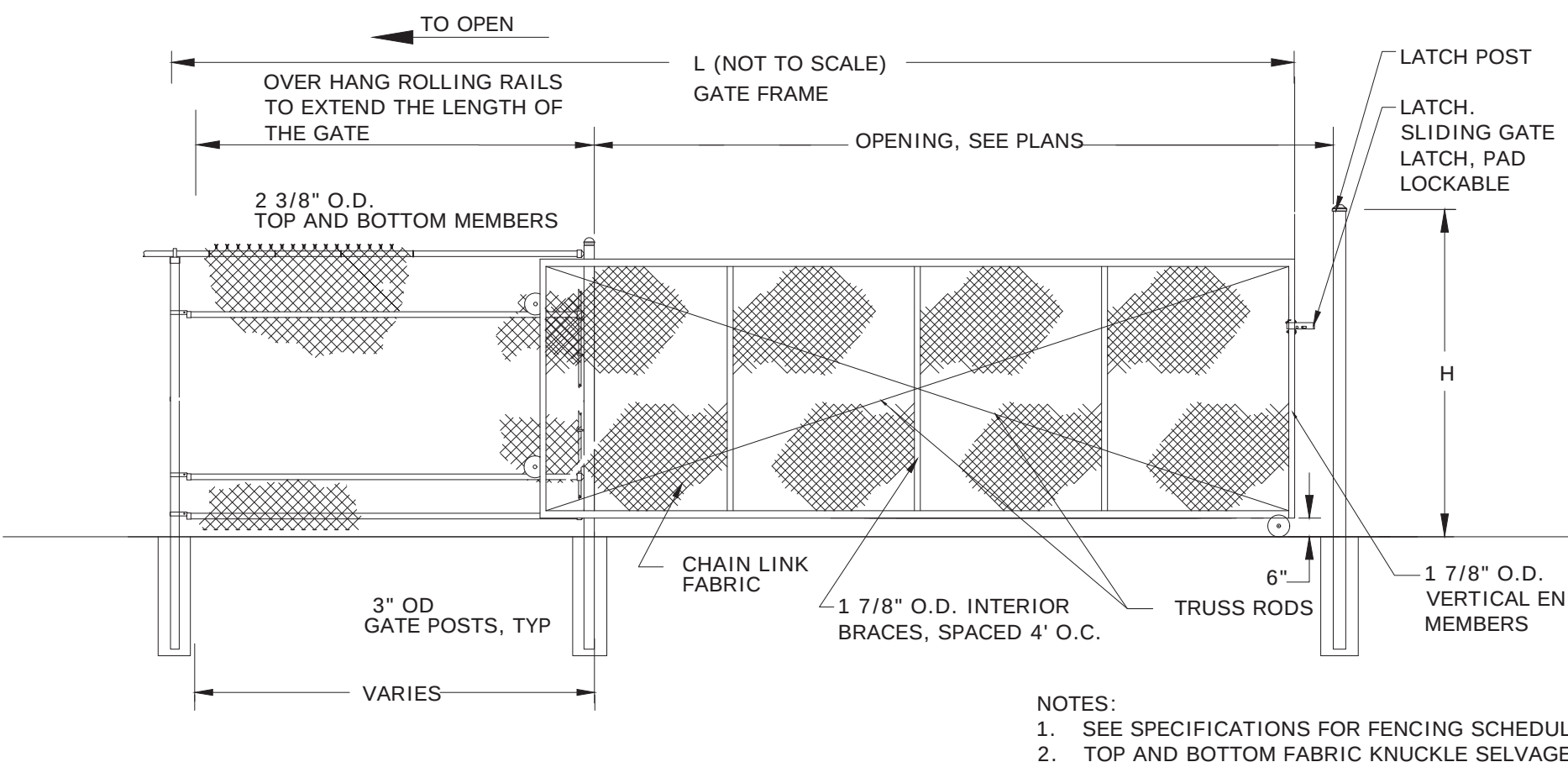
SCALE = NTS



- NOTES:
1. SEE SPECIFICATIONS FOR FENCING SCHEDULE.
 2. TOP AND BOTTOM FABRIC KNUCKLED SELVAGE.

G CHAIN LINK PED GATE

THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION



H CHAIN LINK SLIDING GATE

SCALE: NTS

CHAIN LINK FENCE SCHEDULE			
Type	Type A 8' Tall	Type B (Note 1) Dugout Fencing	Type C 6' Tall
Gate Posts (O.D.)	4"	4"	2-7/8"
Terminal / Corner Posts / Changes in direction (O.D.)	4"	4"	2-7/8"
Line Posts (O.D.)	2-7/8"	2-7/8"	2-7/8"
Top Rails (O.D.)	1-5/8"	1-5/8"	1-5/8"
Intermediate Rails (as re-quired) (O.D.)	1-5/8"	1-5/8"	1-5/8"
Bottom Rails (O.D.)	1-5/8"	1-5/8"	1-5/8"
Post Footing Size for Terminal / Corner Posts	12" W 36" Deep	12" W 36" Deep	12" W 36" Deep
Post Footing Size for Line Posts	12" W 36" Deep	12" W 36" Deep	12" W 36" Deep
Fabric, Mesh Size	2"	2"	2"
Fabric, Core Gauge	9-gauge Knuckled Selvage, top and bottom	9-gauge Knuckled Selvage, top and bottom	9-gauge Knuckled Selvage, top and bottom
Polymer Coated, All Fabric and Components	Black	Black	Black

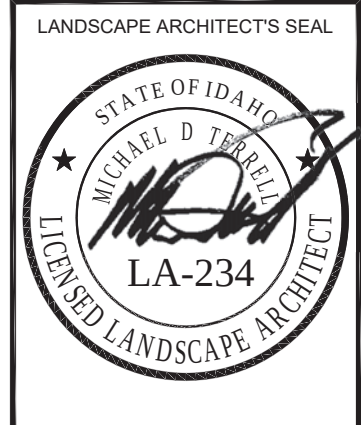
- NOTES:
1. COORDINATE HEIGHT OF FENCE WITH HEIGHT OF DUGOUT AT DUGOUT, TYPICAL. FENCE TOPPER TO BE INSTALLED ALONG FOUL LINES, TYPICAL.
 2. SEE DRAWINGS AND DETAILS FOR FENCE LOCATIONS.
 3. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL.

I CHAIN LINK FENCE SCH.



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

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MONTROSE SOFTBALL FIELDS

POST FALLS, IDAHO

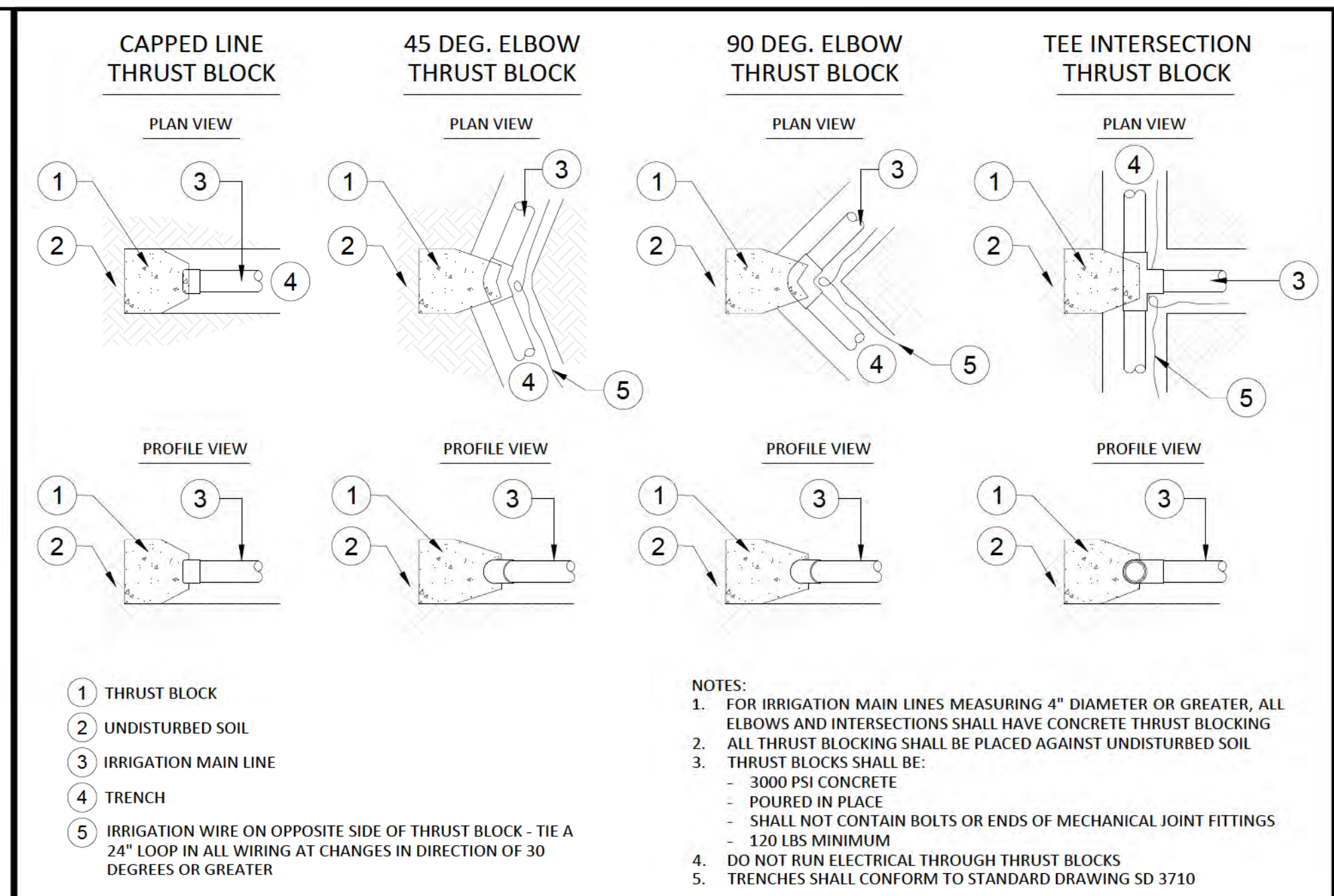
DETAILS

SCALE: NTS

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REVISION	2025
△ PERMIT	3/5
REVISION #2	2025
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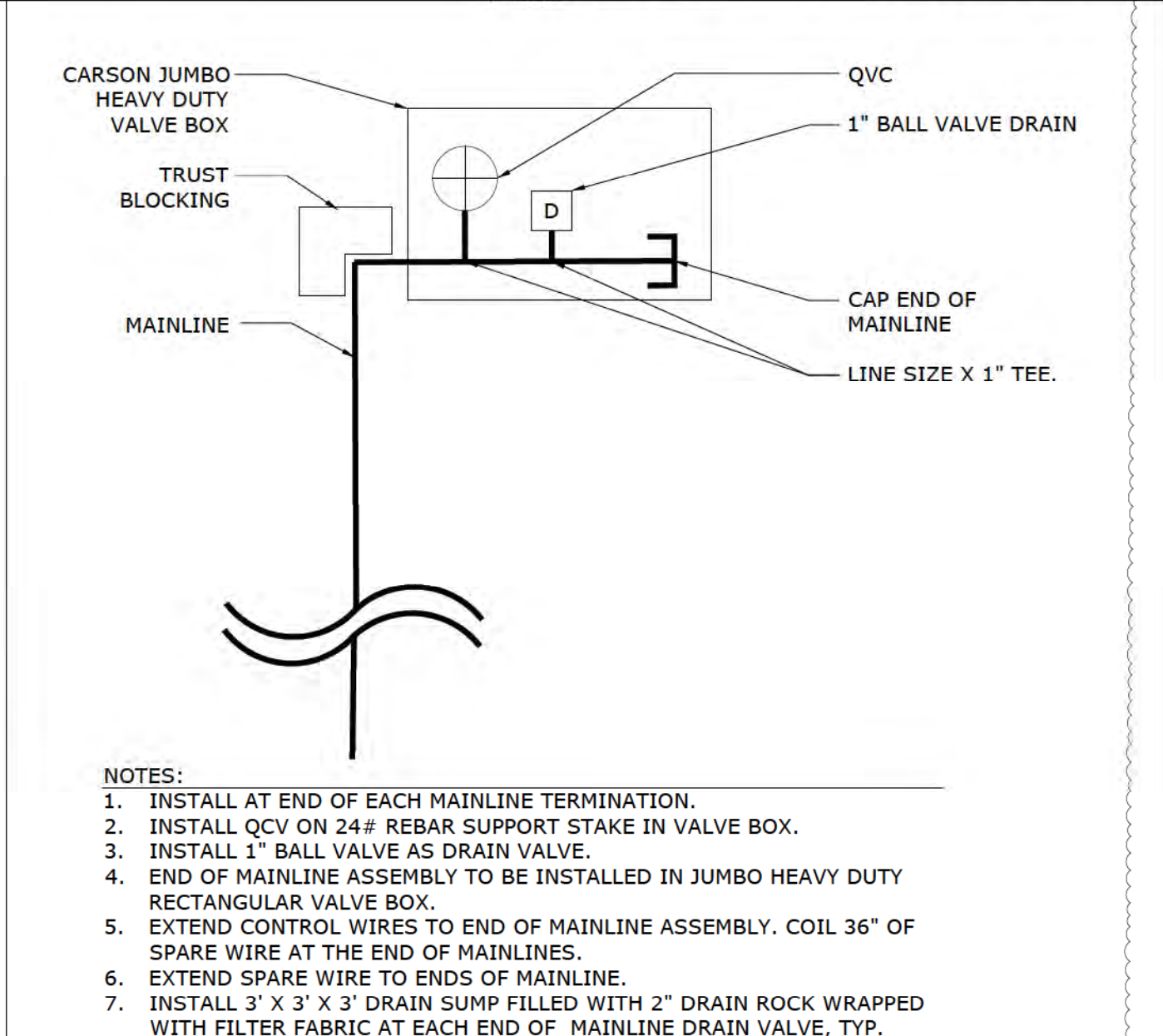
FOR NUMBER	22-033
DATE	10/30/2024
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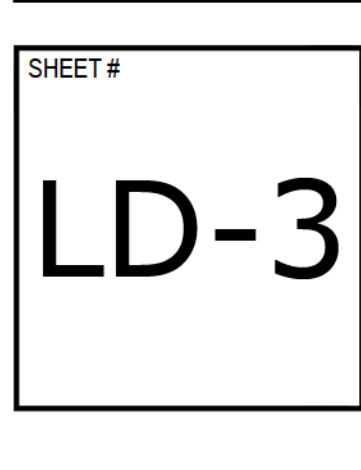
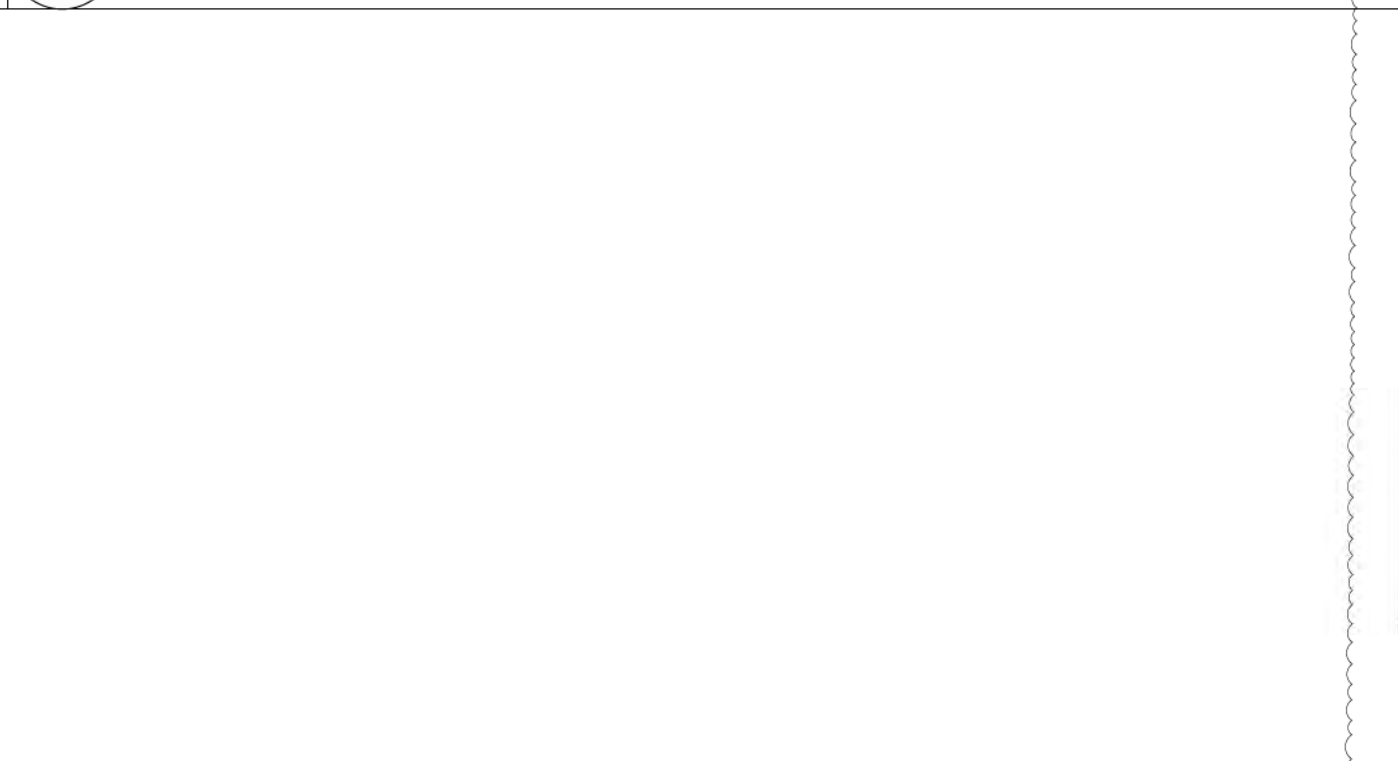
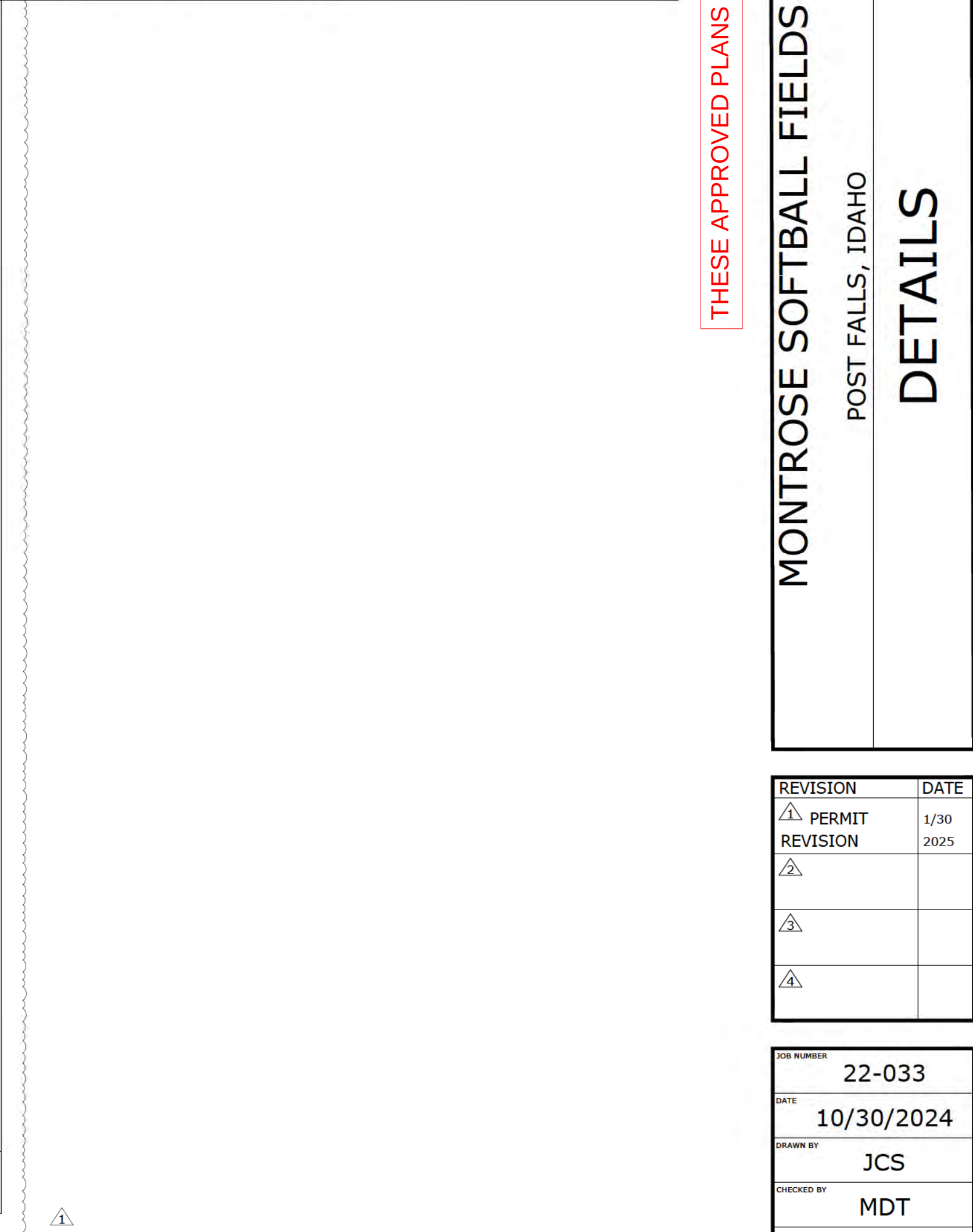


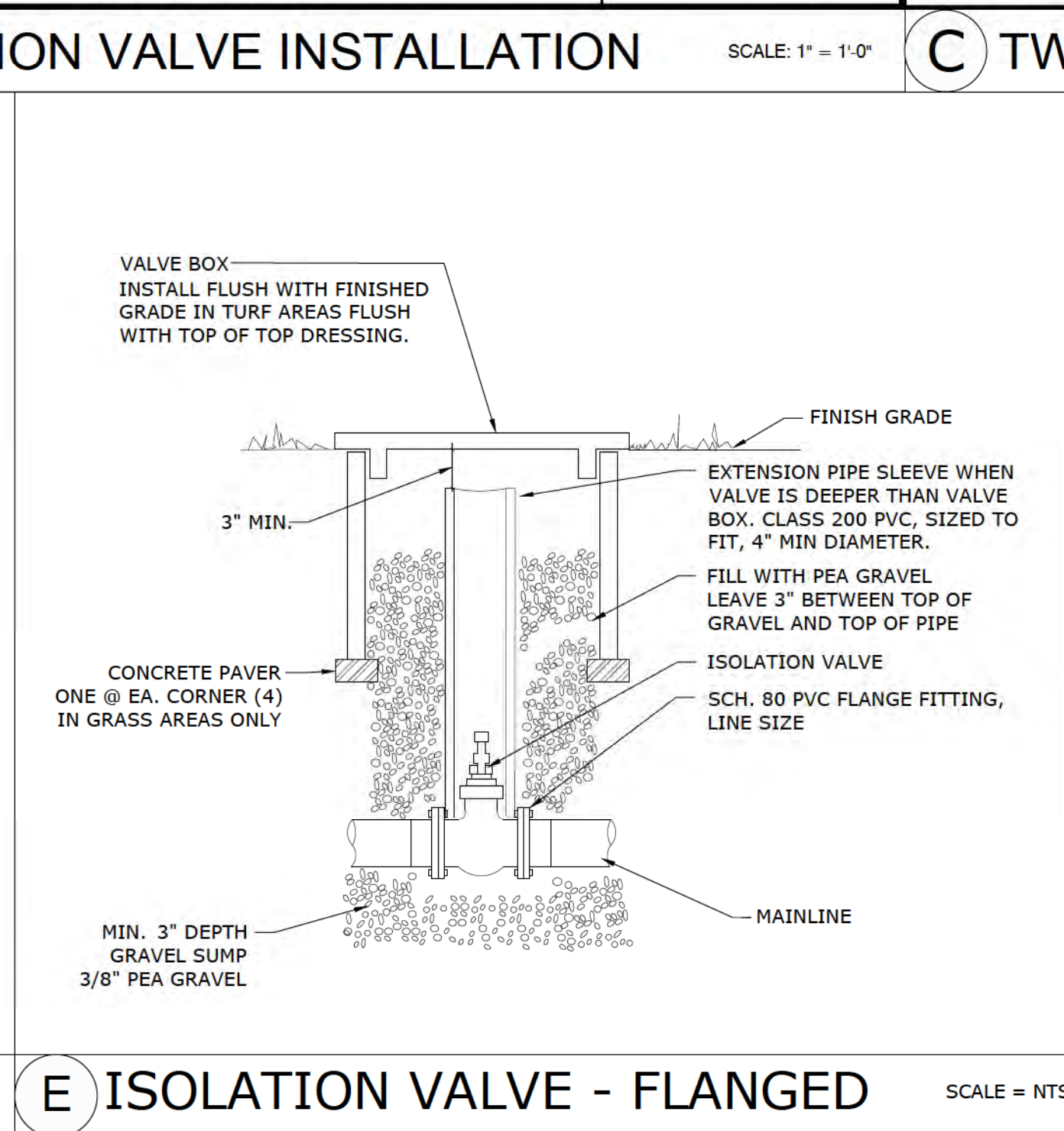
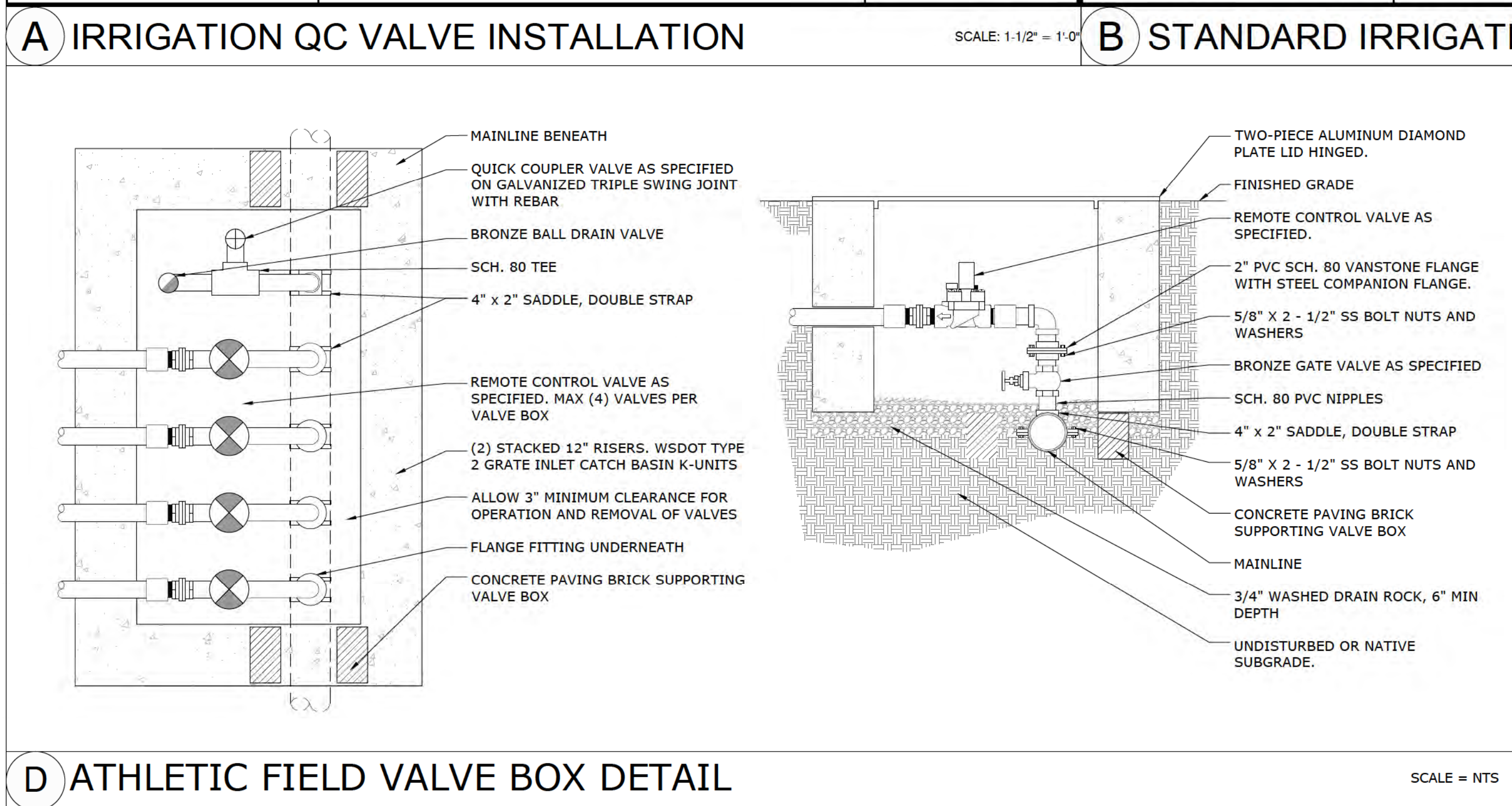
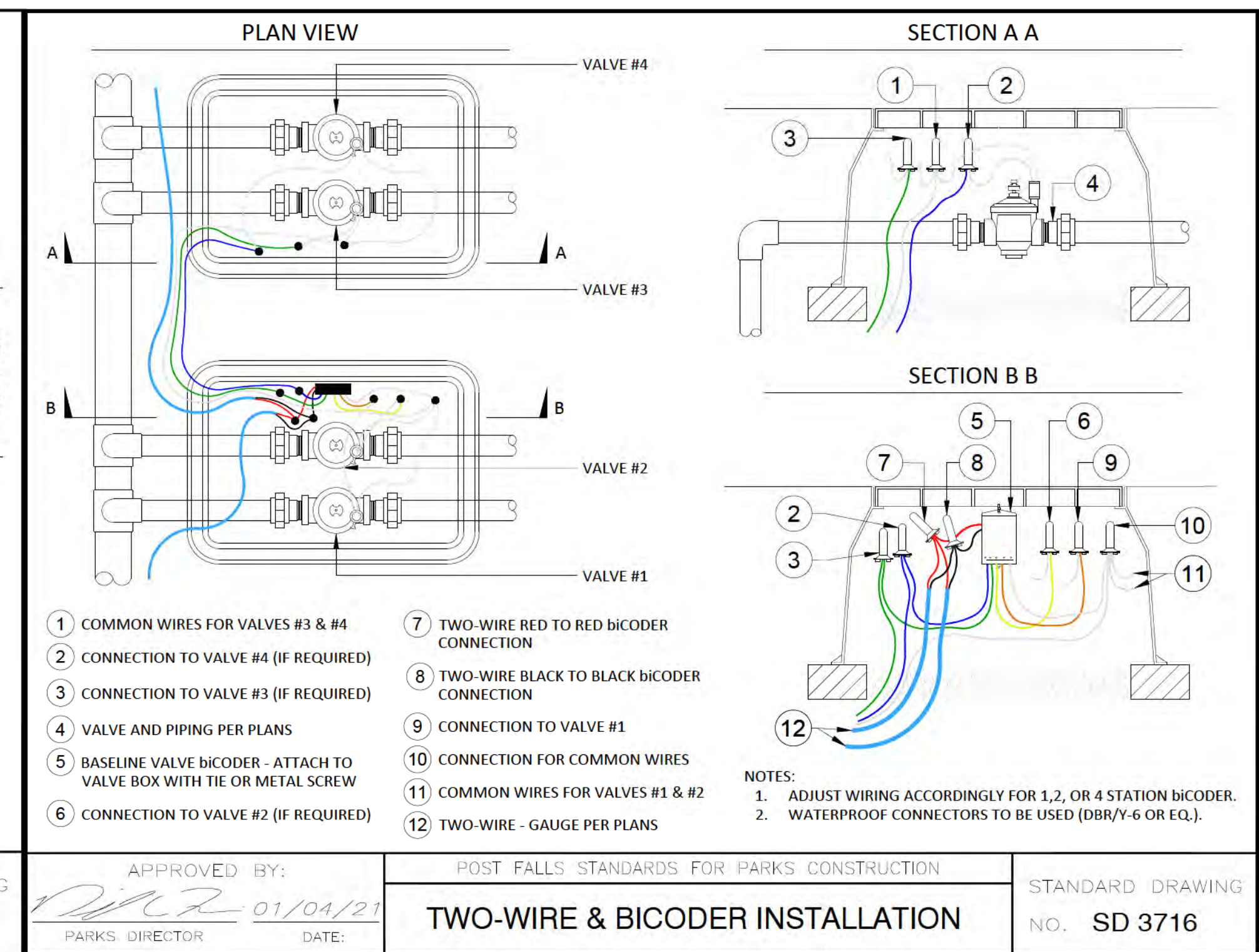
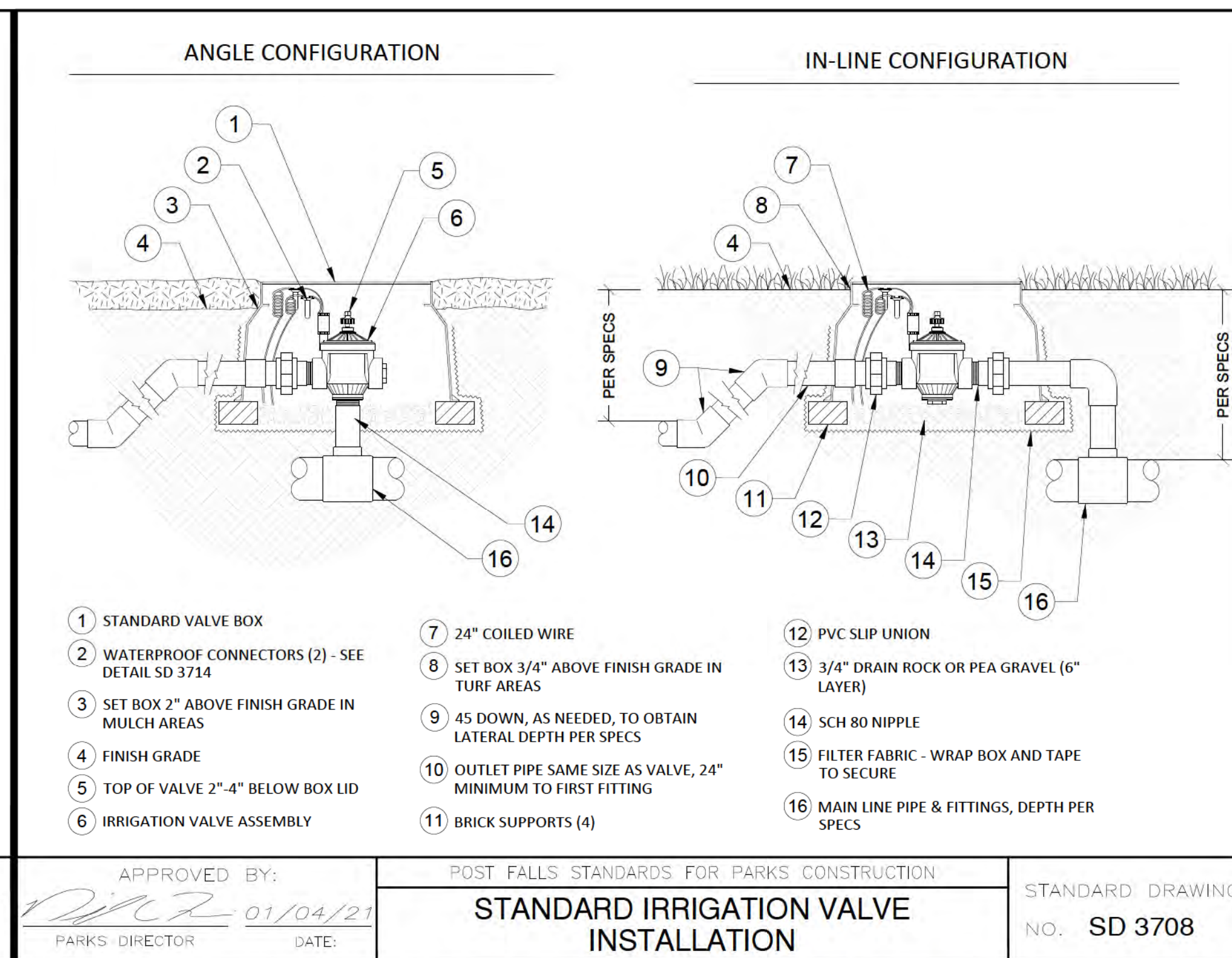
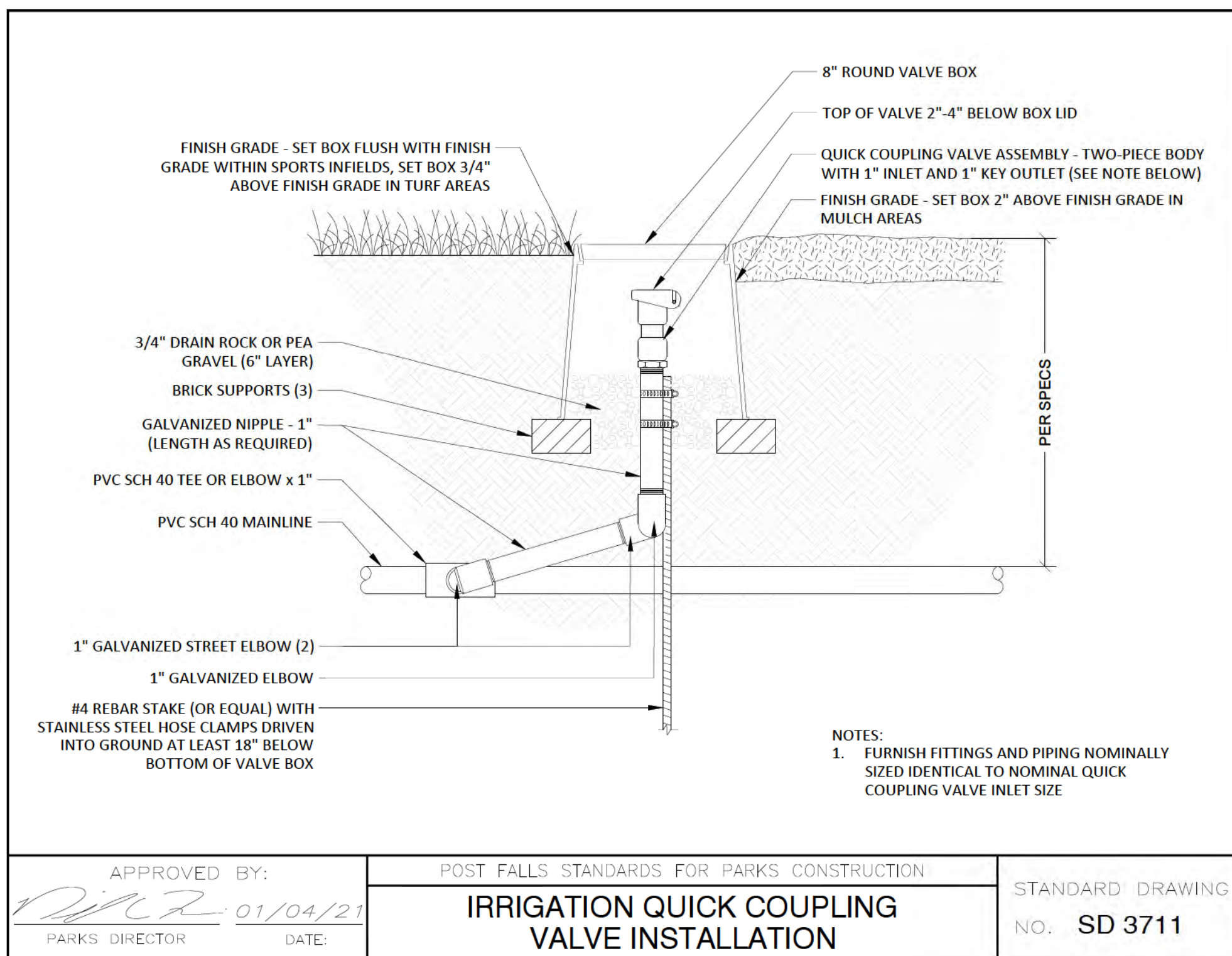
APPROVED BY:  _____ PARKS DIRECTOR	POST FALLS STANDARDS FOR PARKS CONSTRUCTION IRRIGATION MAINLINE THRUST BLOCK	STANDARD DRAWING NO. SD 3713
01/04/21 _____ DATE:		

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



(E) END OF MAINLINE ASSEMBLY





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

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MONIROSE SOFTBALL FIELDS

POST FALLS, IDAHO

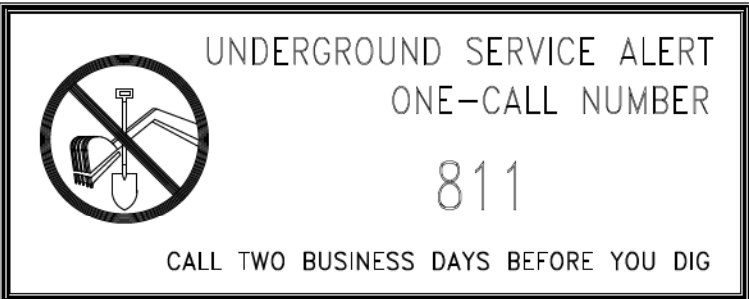
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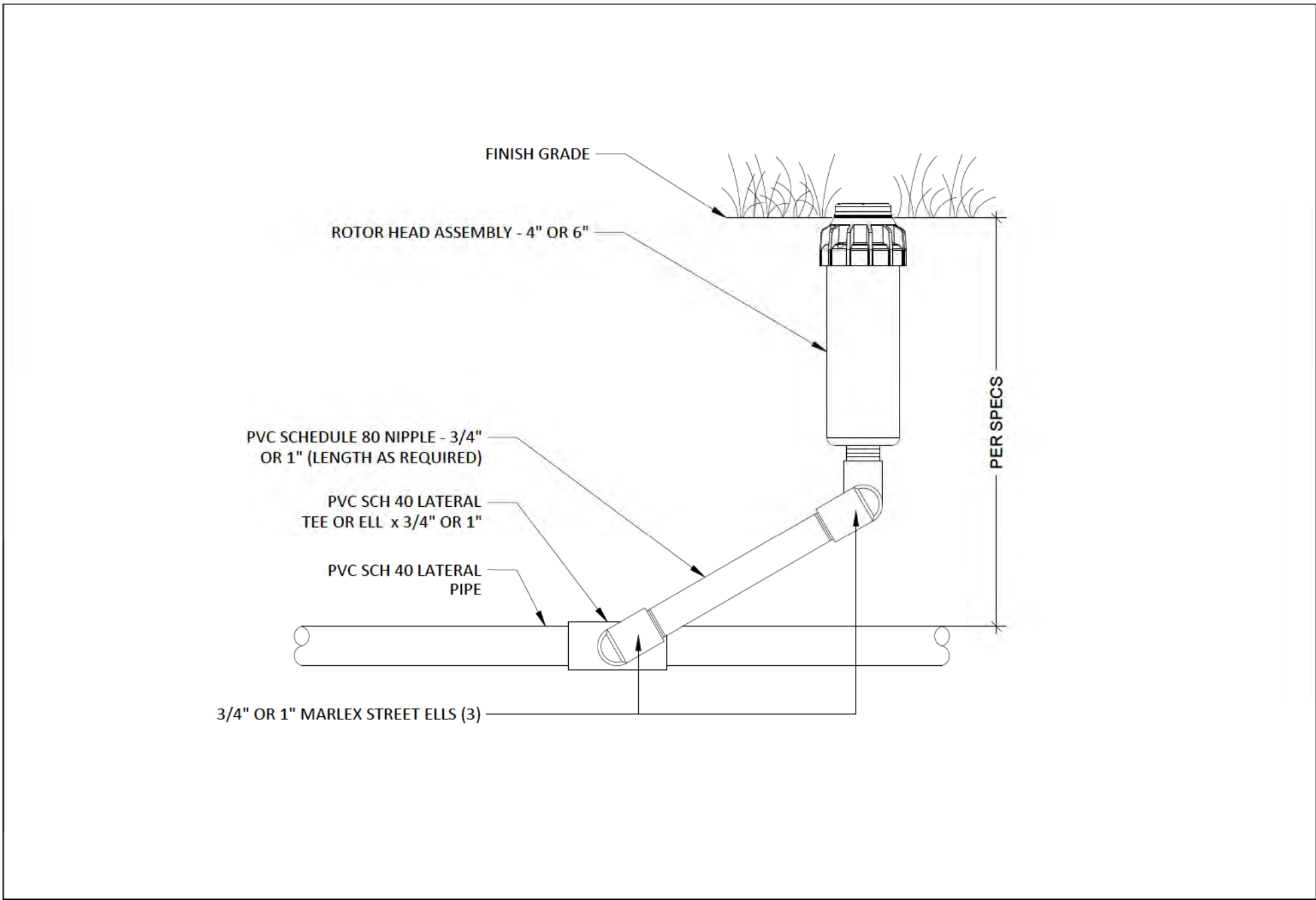
REVISION	DATE
1 PERMIT REVISION	1/30 2025
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DATE	10/30/2024
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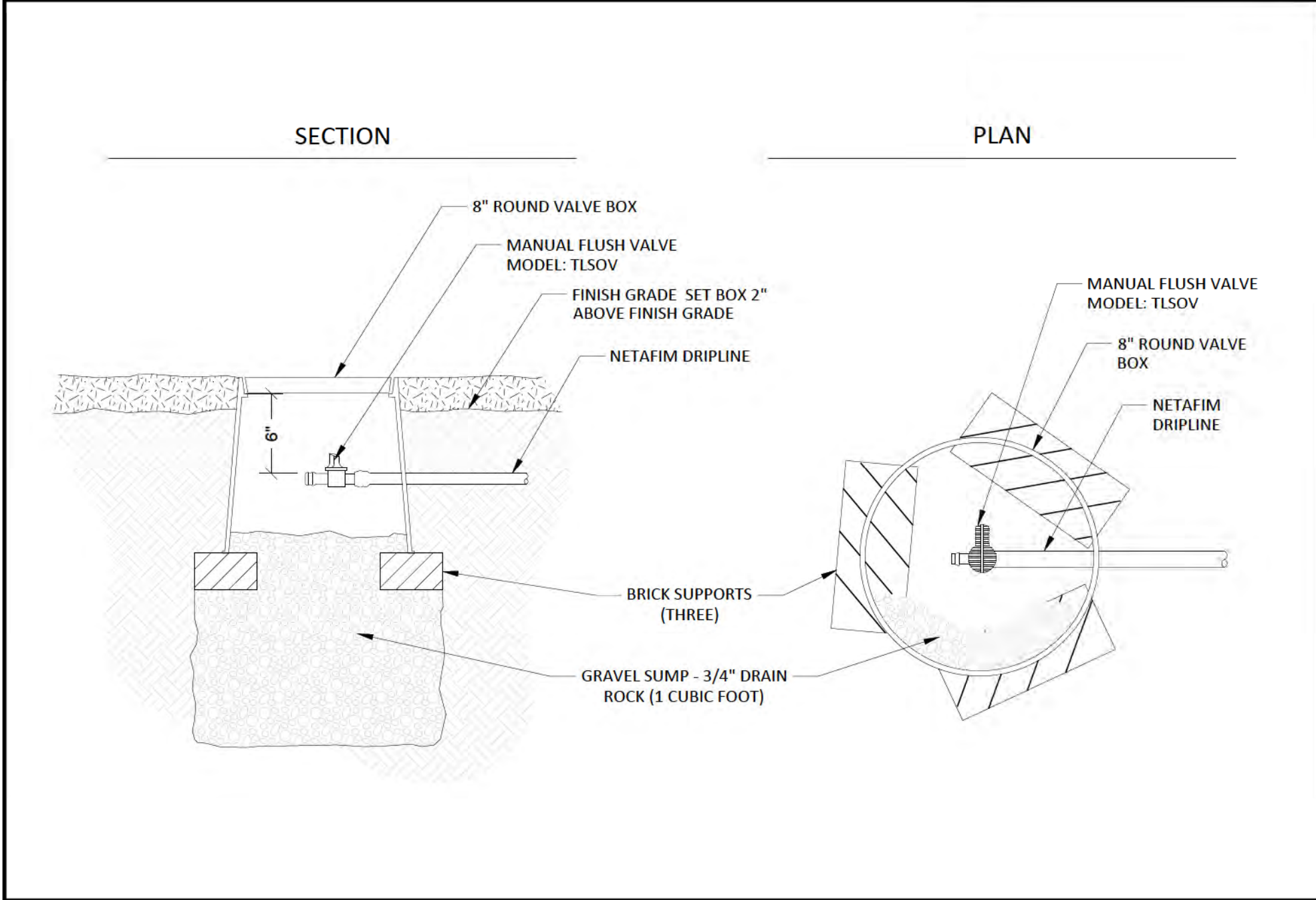
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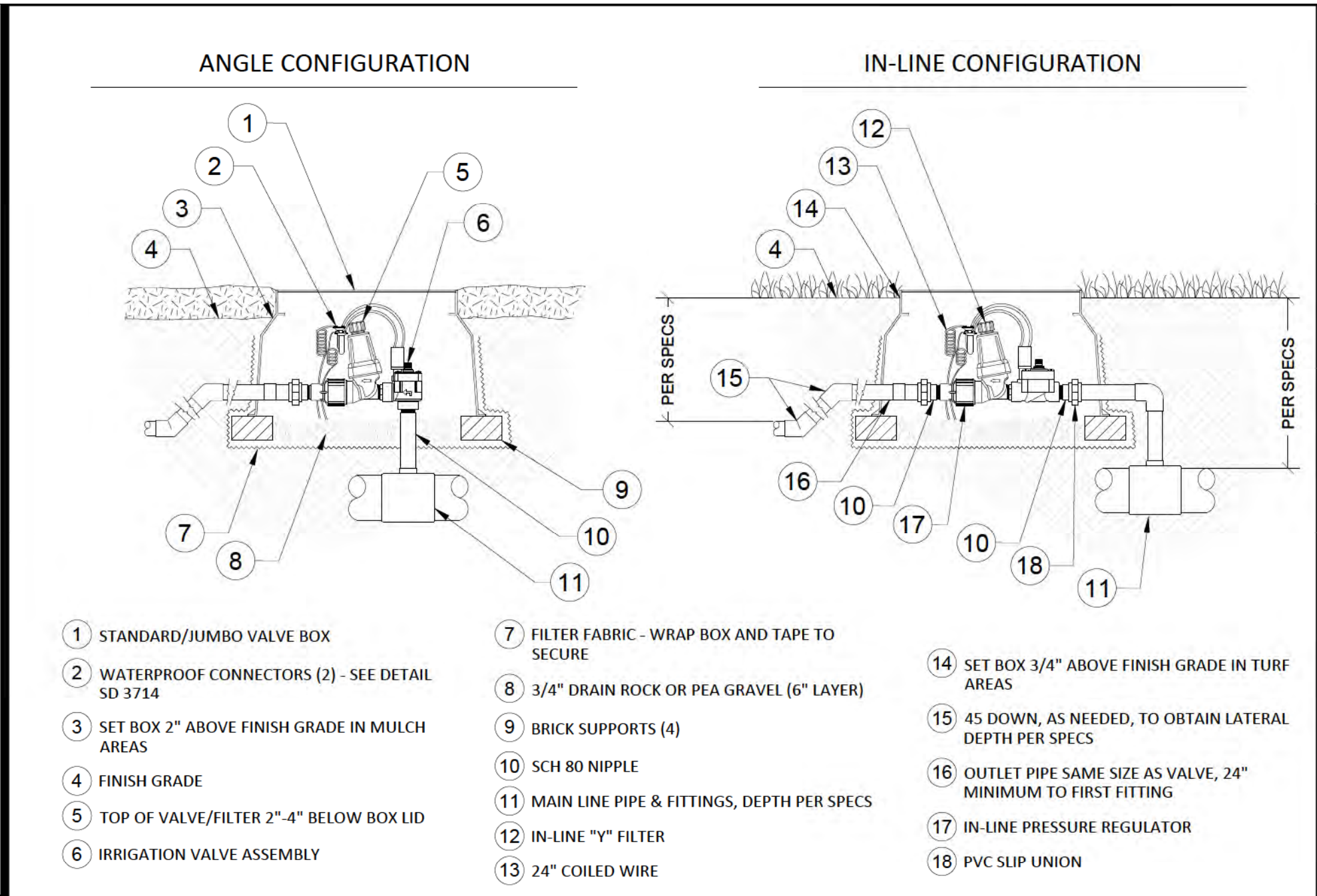
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A IRRIGATION ROTORHEAD INSTALLATION SCALE: 3" = 1'-0"



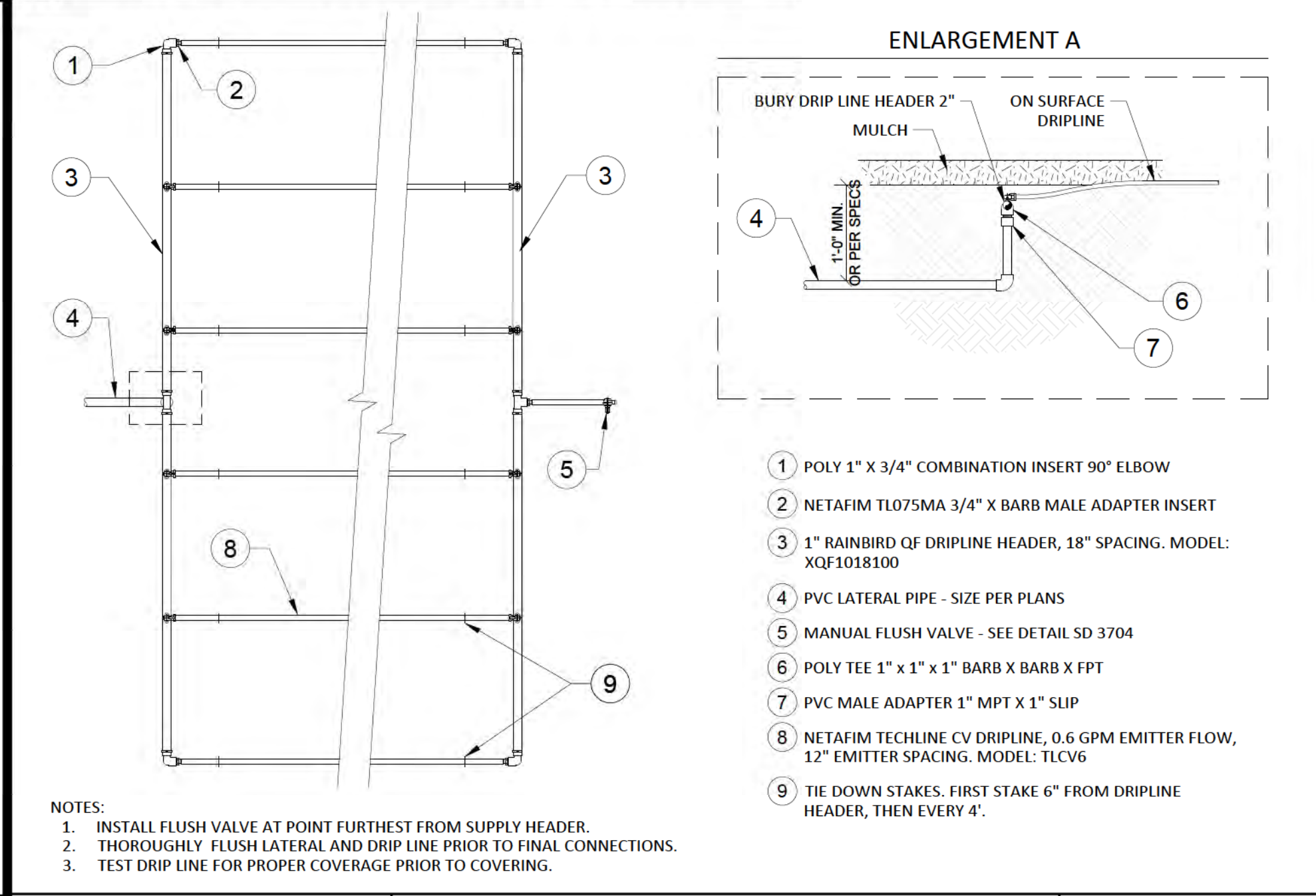
APPROVED BY: <i>[Signature]</i> 01/04/21 PARKS DIRECTOR DATE:	POST FALLS STANDARDS FOR PARKS CONSTRUCTION MANUAL FLUSH VALVE - NETAFIM	STANDARD DRAWING NO. SD 3705
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D MANUAL FLUSH VALVE SCALE: 1-1/2" = 1'-0"



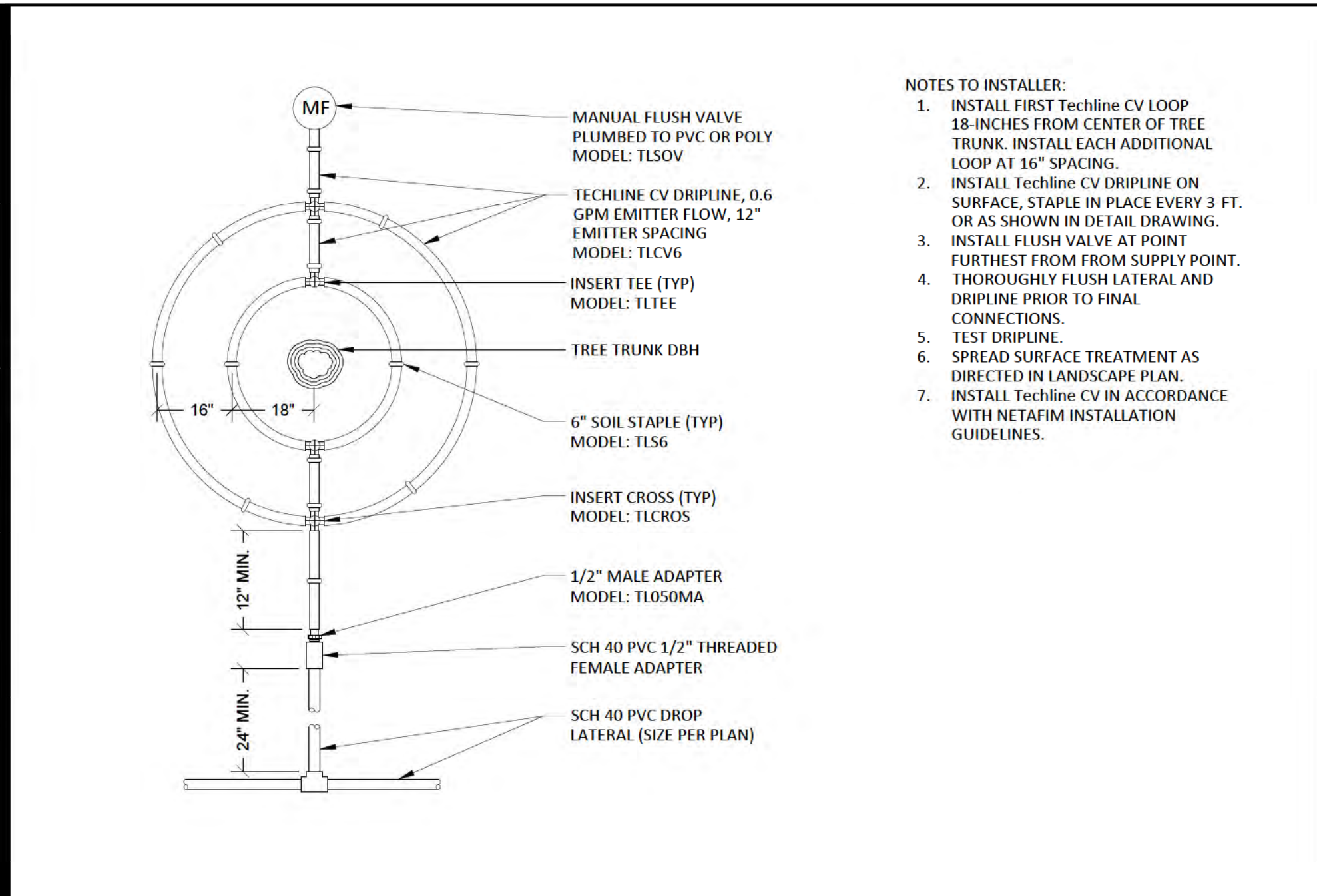
APPROVED BY: <i>[Signature]</i> 01/04/21 PARKS DIRECTOR DATE:	POST FALLS STANDARDS FOR PARKS CONSTRUCTION DRIP IRRIGATION VALVE INSTALLATION	STANDARD DRAWING NO. SD 3707
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B DRIP IRRIGATION VALVE INSTALLATION SCALE: 1" = 1'-0"



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E DRIP LINE HEADER SCALE: 3/4" = 1'-0"



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C TREE IRRIGATION NETAFIM TECHLINE CV SCALE: 1/2" = 1'-0"

- NOTES TO INSTALLER:
1. INSTALL FIRST Techline CV LOOP 18-INCHES FROM CENTER OF TREE TRUNK. INSTALL EACH ADDITIONAL LOOP AT 18" SPACING.
 2. INSTALL Techline CV DRIPLINE ON SURFACE, STAPLE IN PLACE EVERY 3-FT. OR AS SHOWN IN DETAIL DRAWING.
 3. INSTALL FLUSH VALVE AT POINT FURTHEST FROM FROM SUPPLY POINT.
 4. THOROUGHLY FLUSH LATERAL AND DRIPLINE PRIOR TO FINAL CONNECTIONS.
 5. TEST DRIPLINE.
 6. SPREAD SURFACE TREATMENT AS DIRECTED IN LANDSCAPE PLAN.
 7. INSTALL Techline CV IN ACCORDANCE WITH NETAFIM INSTALLATION GUIDELINES.



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

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Michael Terrell ■ Landscape Architecture, PLLC
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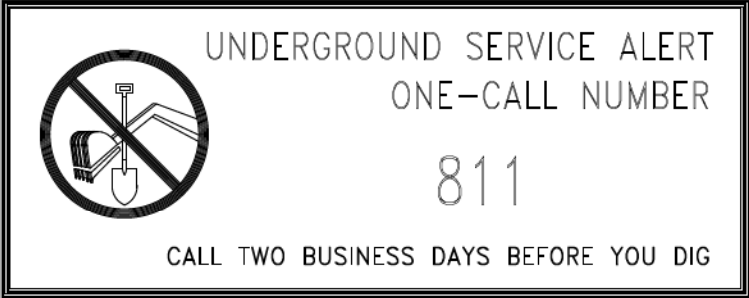


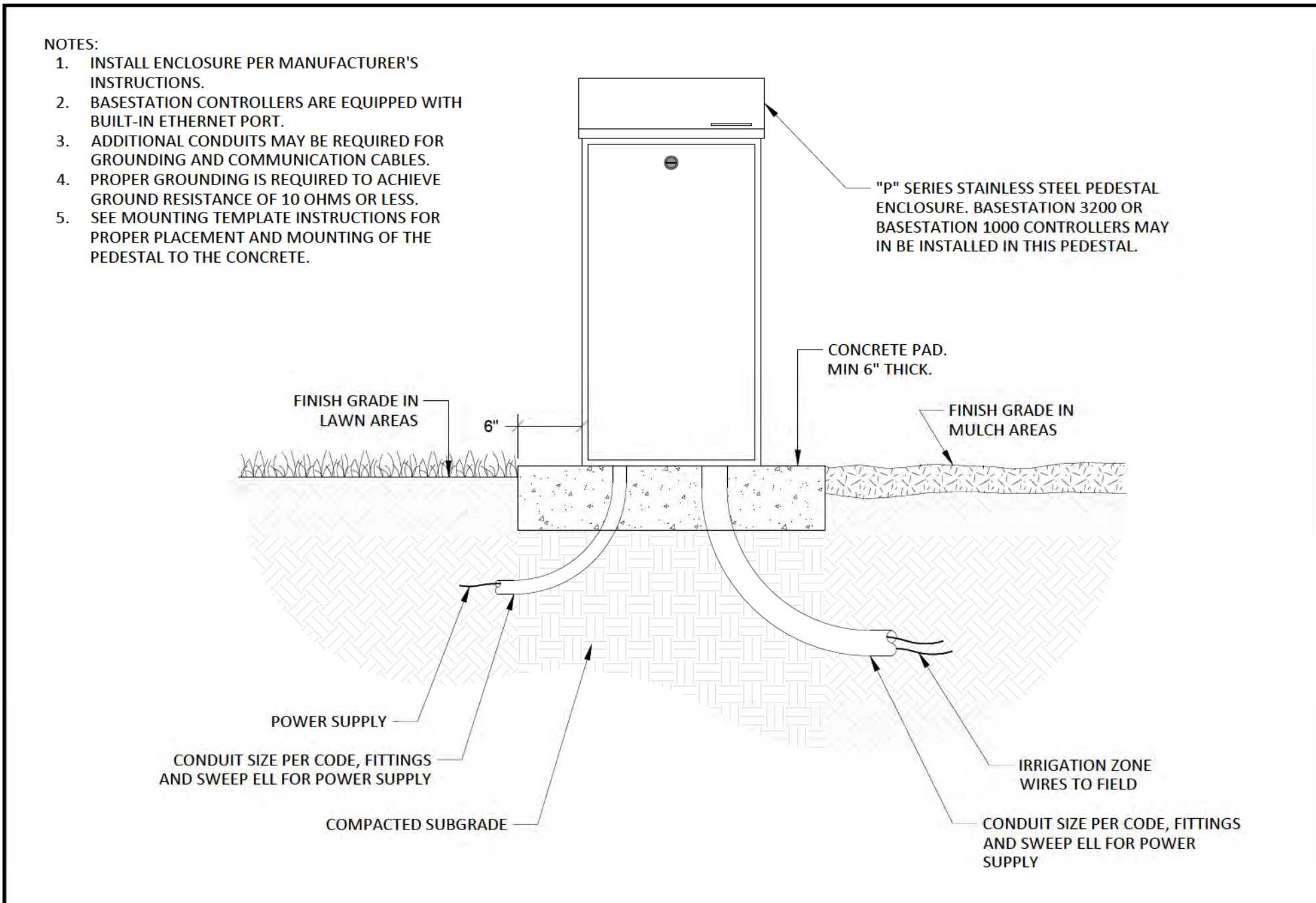
MONTROSE SOFTBALL FIELDS
POST FALLS, IDAHO
DETAILS

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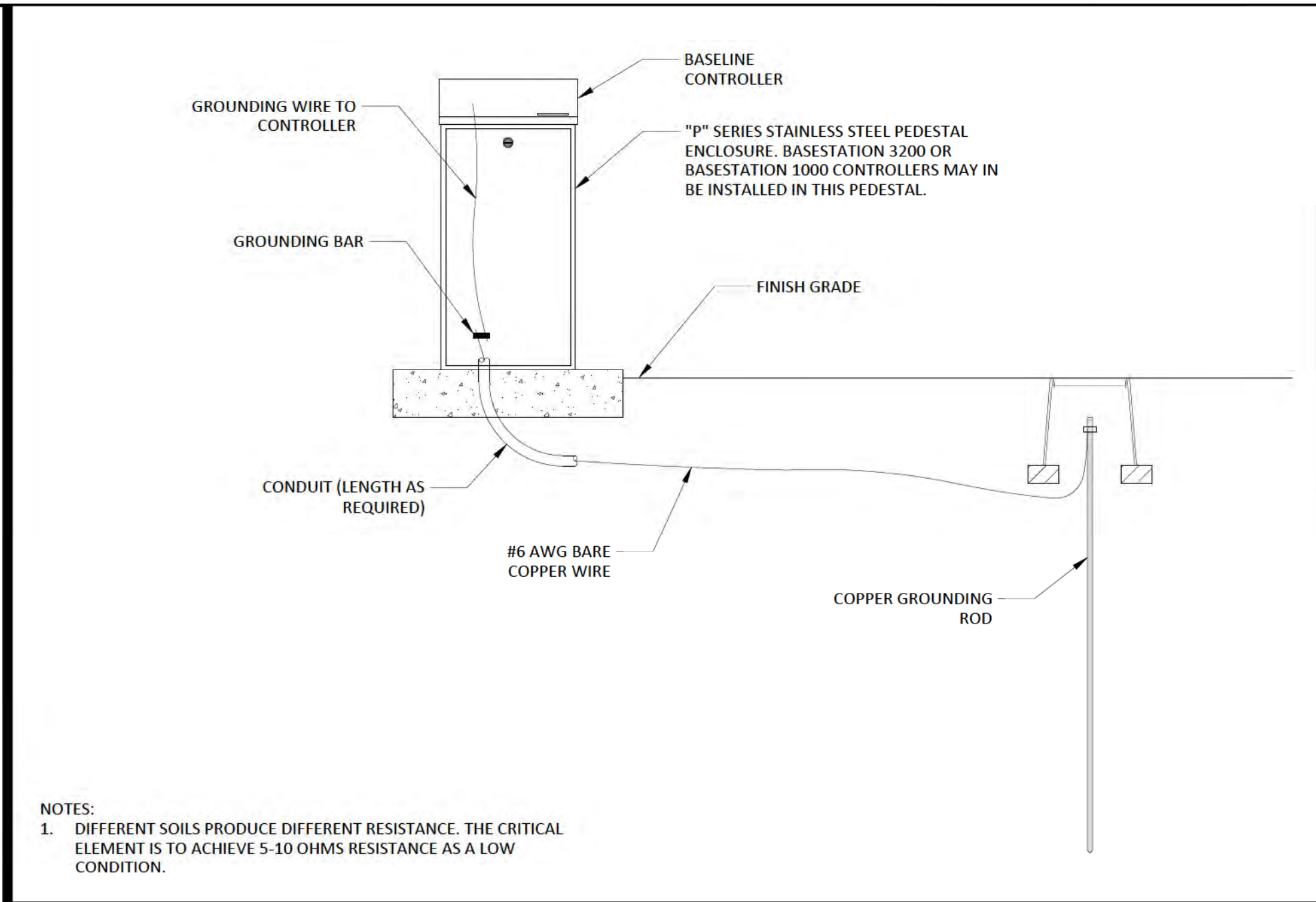
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A BASELINE P SERIES PEDESTAL INSTALLATION SCALE: 1" = 1'-0"

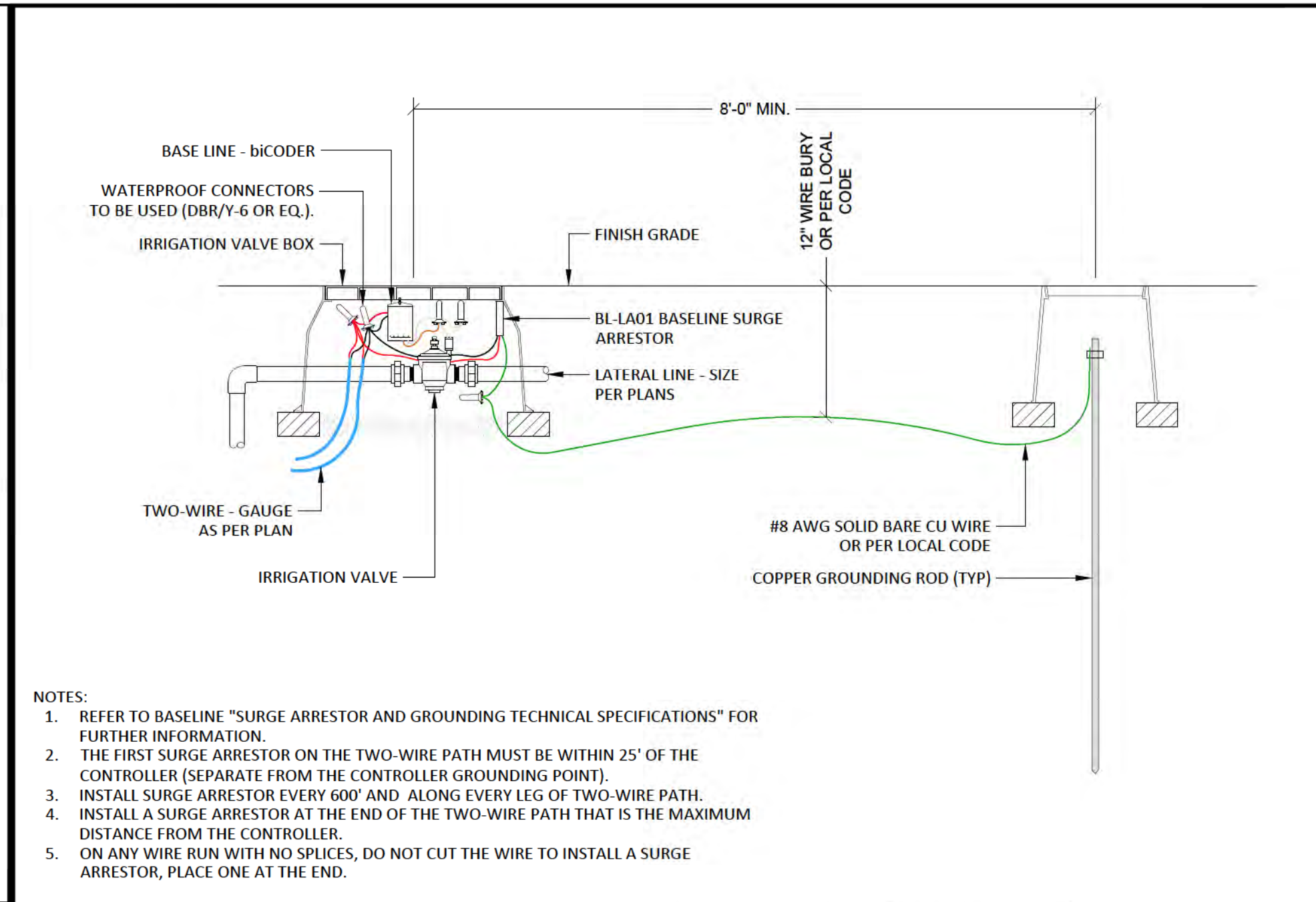


NOTES:

1. DIFFERENT SOILS PRODUCE DIFFERENT RESISTANCE. THE CRITICAL ELEMENT IS TO ACHIEVE 5-10 OHMS RESISTANCE AS A LOW CONDITION.

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B BASELINE P SERIES PEDESTAL GROUNDING SCALE: 3/4" = 1'-0"



NOTES:

1. REFER TO BASELINE "SURGE ARRESTOR AND GROUNDING TECHNICAL SPECIFICATIONS" FOR FURTHER INFORMATION.
2. THE FIRST SURGE ARRESTOR ON THE TWO-WIRE PATH MUST BE WITHIN 25' OF THE CONTROLLER (SEPARATE FROM THE CONTROLLER GROUNDING POINT).
3. INSTALL SURGE ARRESTOR EVERY 600' AND ALONG EVERY LEG OF TWO-WIRE PATH.
4. INSTALL A SURGE ARRESTOR AT THE END OF THE TWO-WIRE PATH THAT IS THE MAXIMUM DISTANCE FROM THE CONTROLLER.
5. ON ANY WIRE RUN WITH NO SPLICES, DO NOT CUT THE WIRE TO INSTALL A SURGE ARRESTOR, PLACE ONE AT THE END.

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C BASELINE SURGE ARRESTOR SCALE: 1" = 1'-0"



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

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MONTROSE SOFTBALL FIELDS

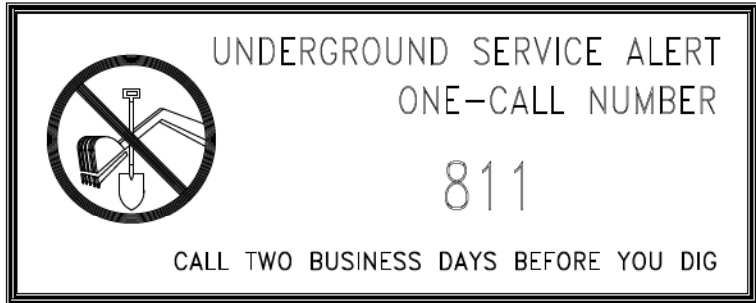
POST FALLS, IDAHO

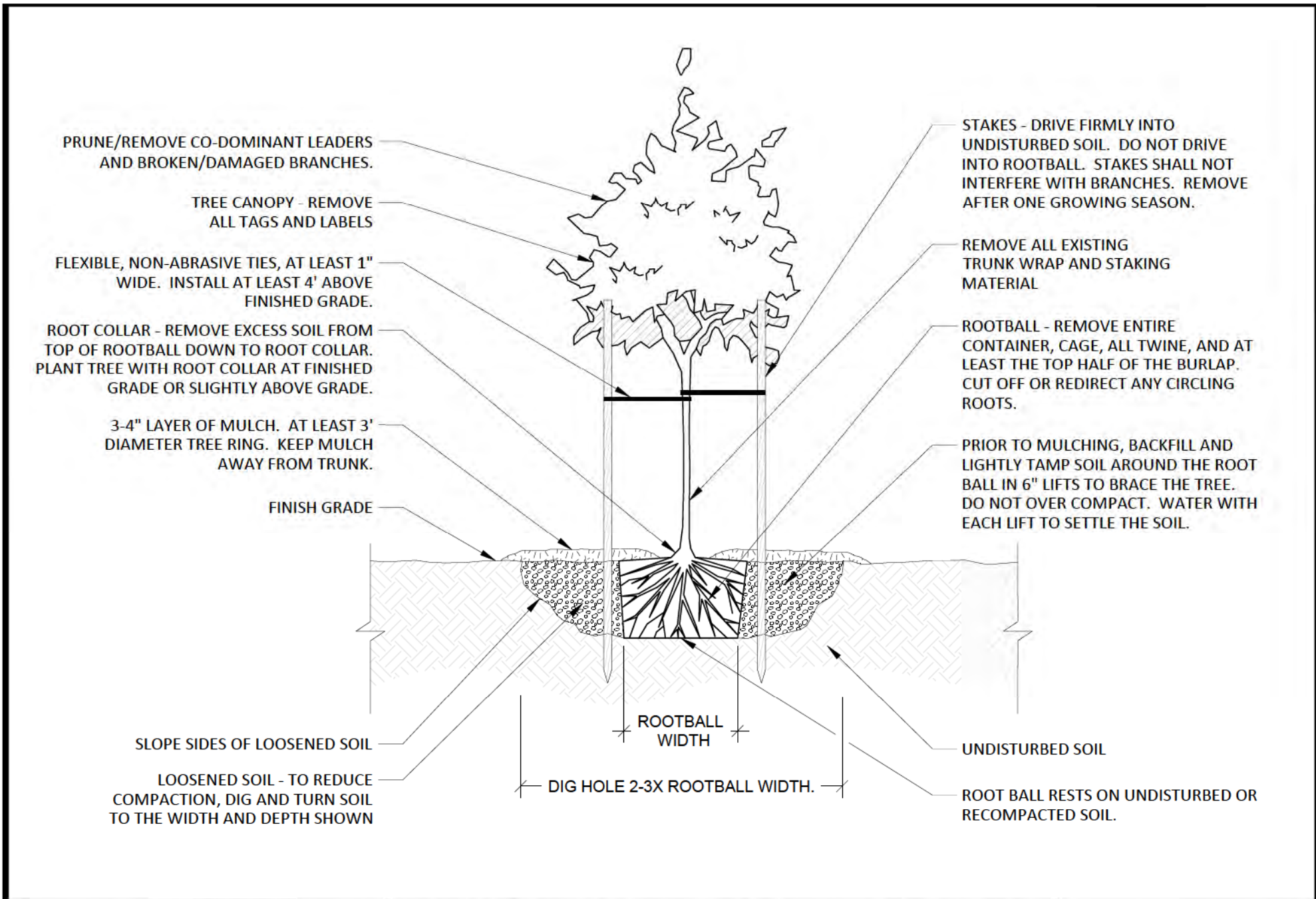
DETAILS

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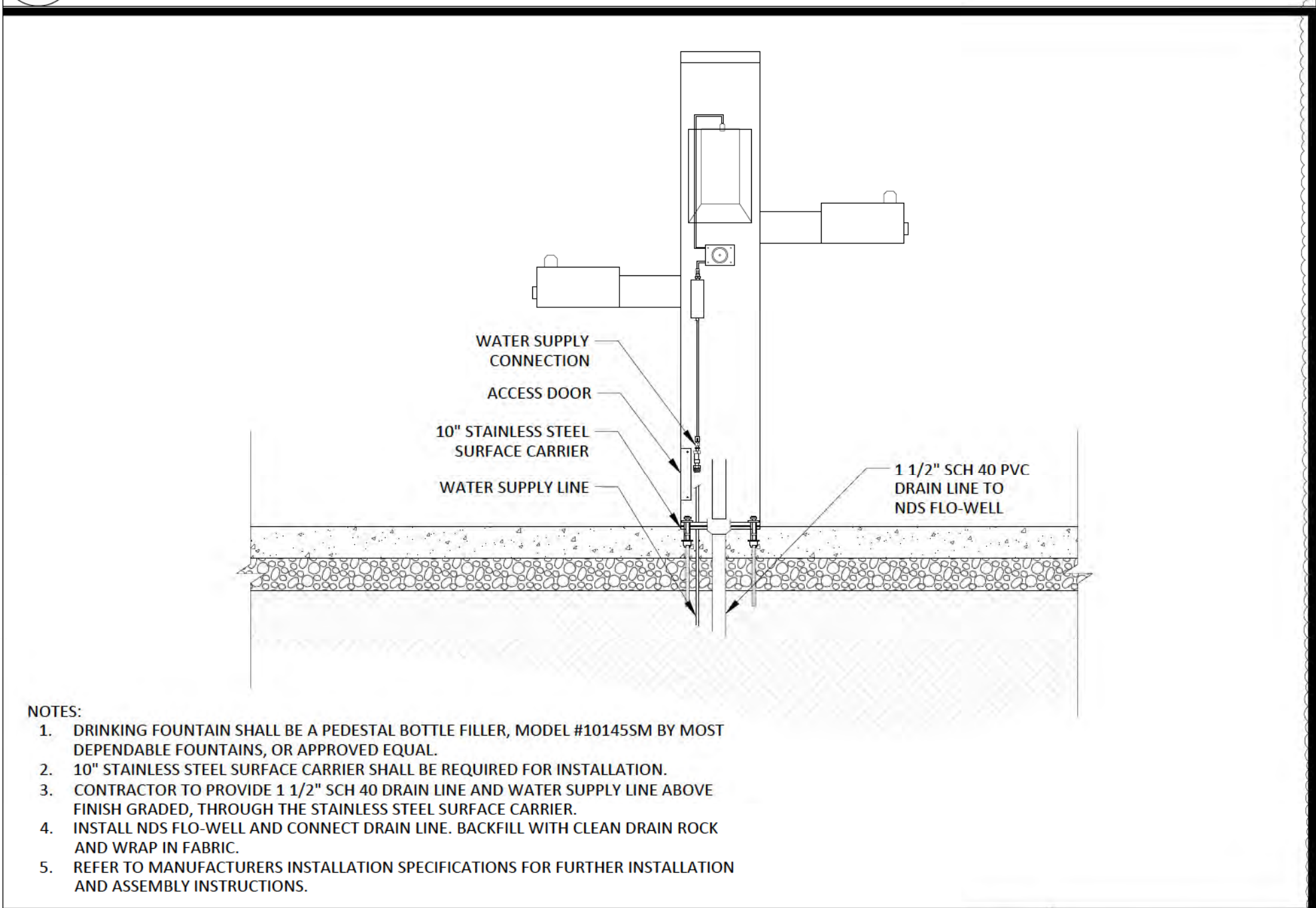
SHEET #
LD-6





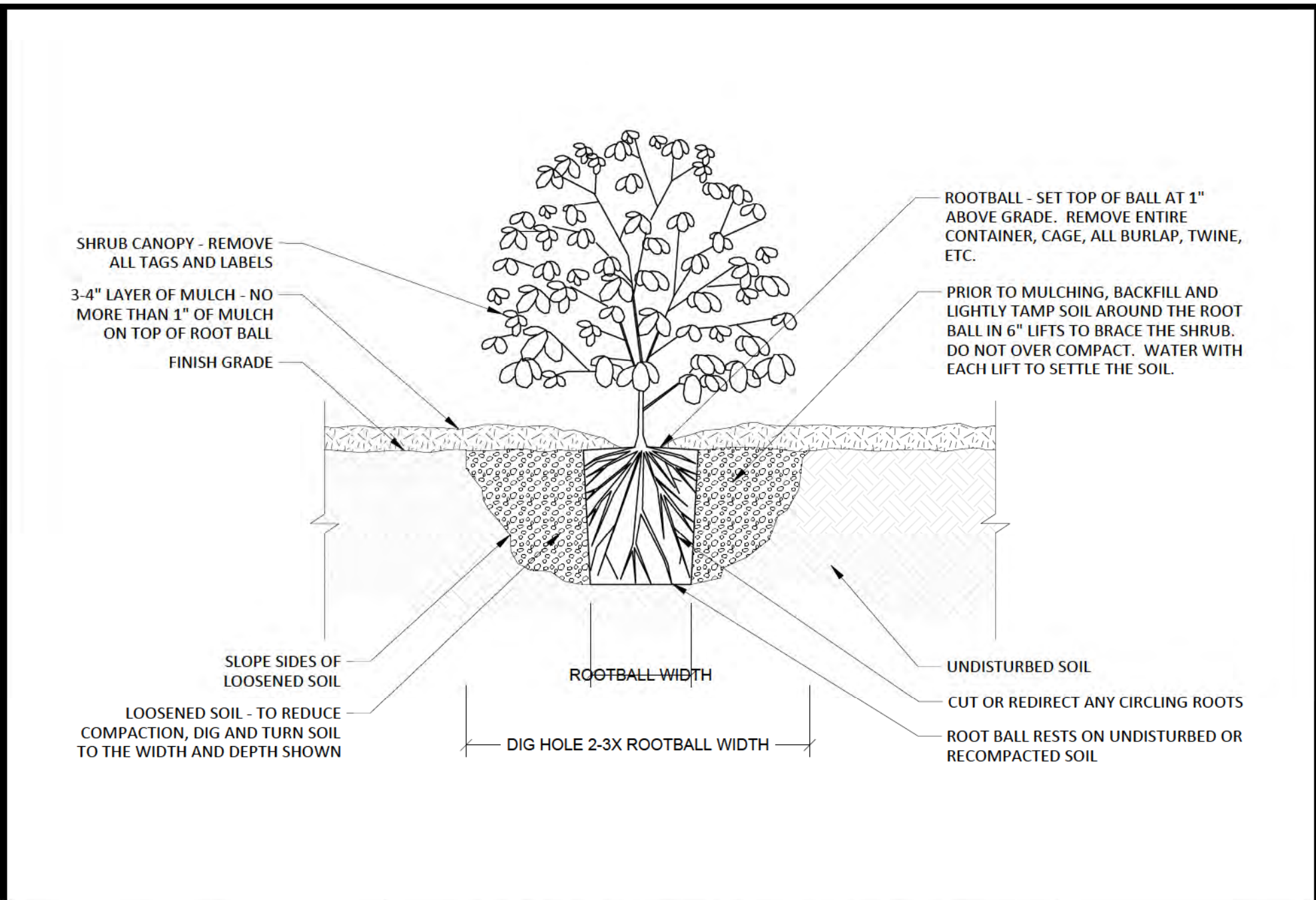
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TREE PLANTING		

A TREE PLANTING SCALE: 3/8" = 1'-0"



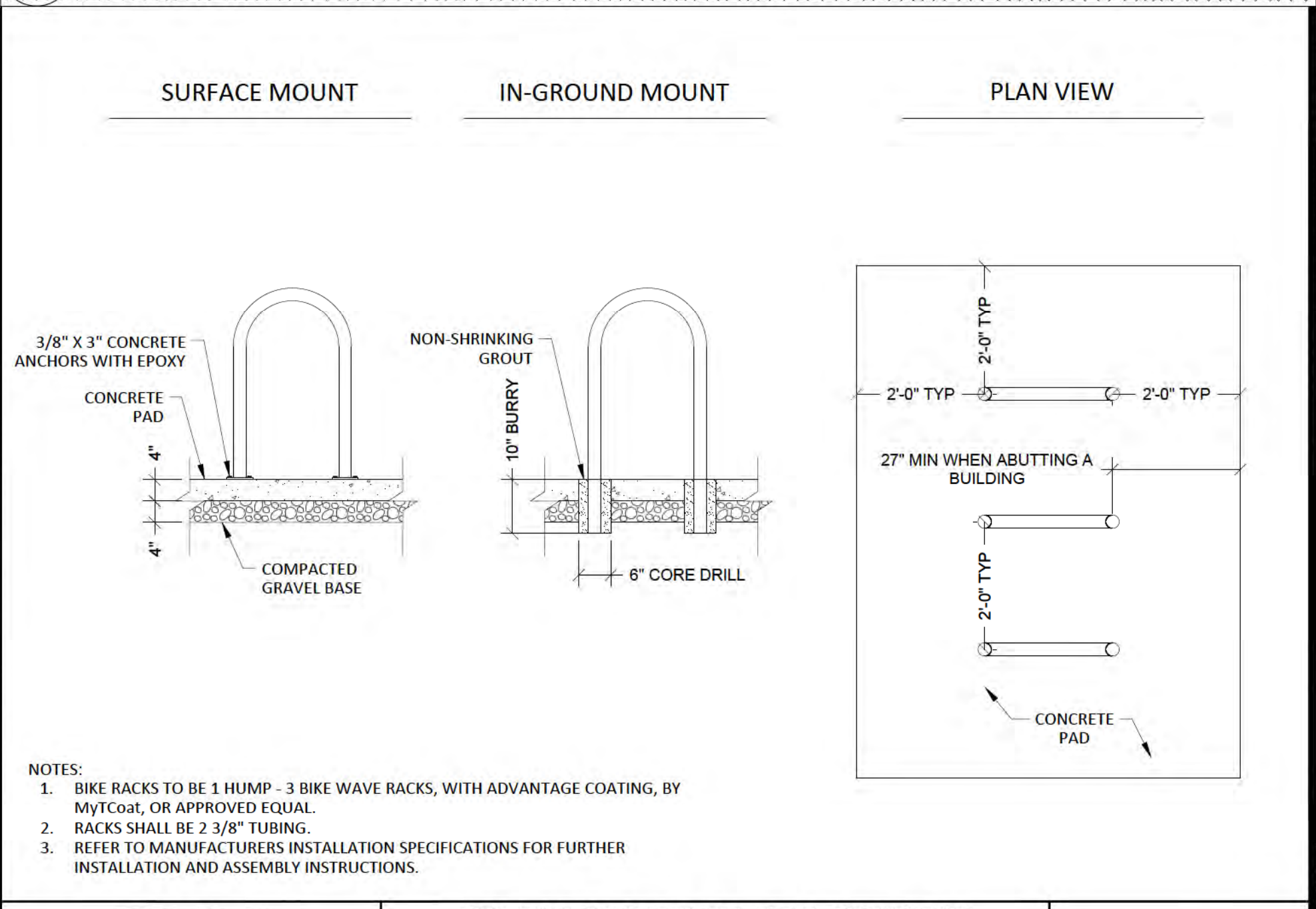
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DRINKING FOUNTAIN - OUTDOOR PEDESTAL		

D DRINKING FOUNTAIN SCALE: 3/4" = 1'-0"



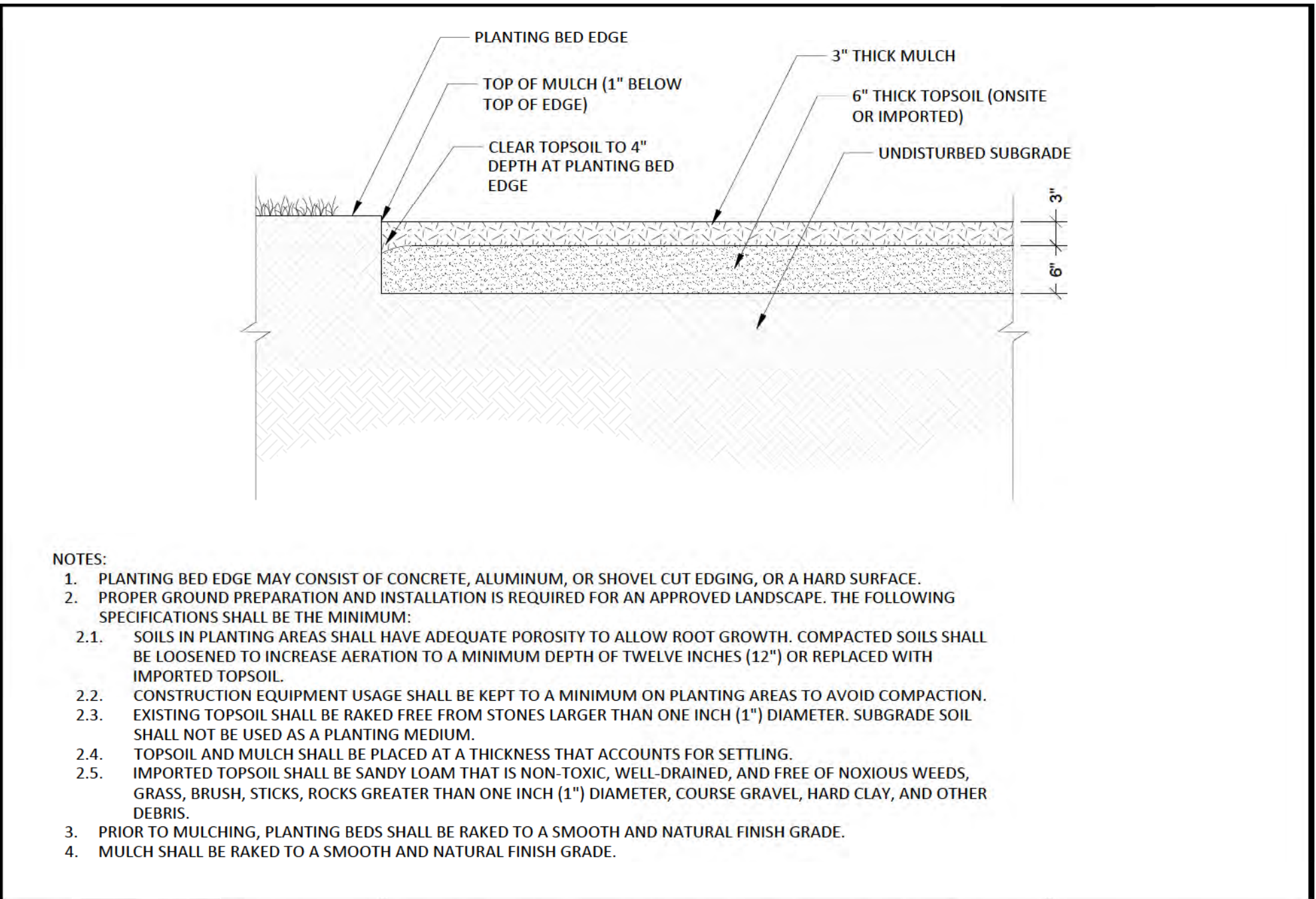
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SHRUB PLANTING		

B SHRUB PLANTING SCALE: 3/4" = 1'-0"



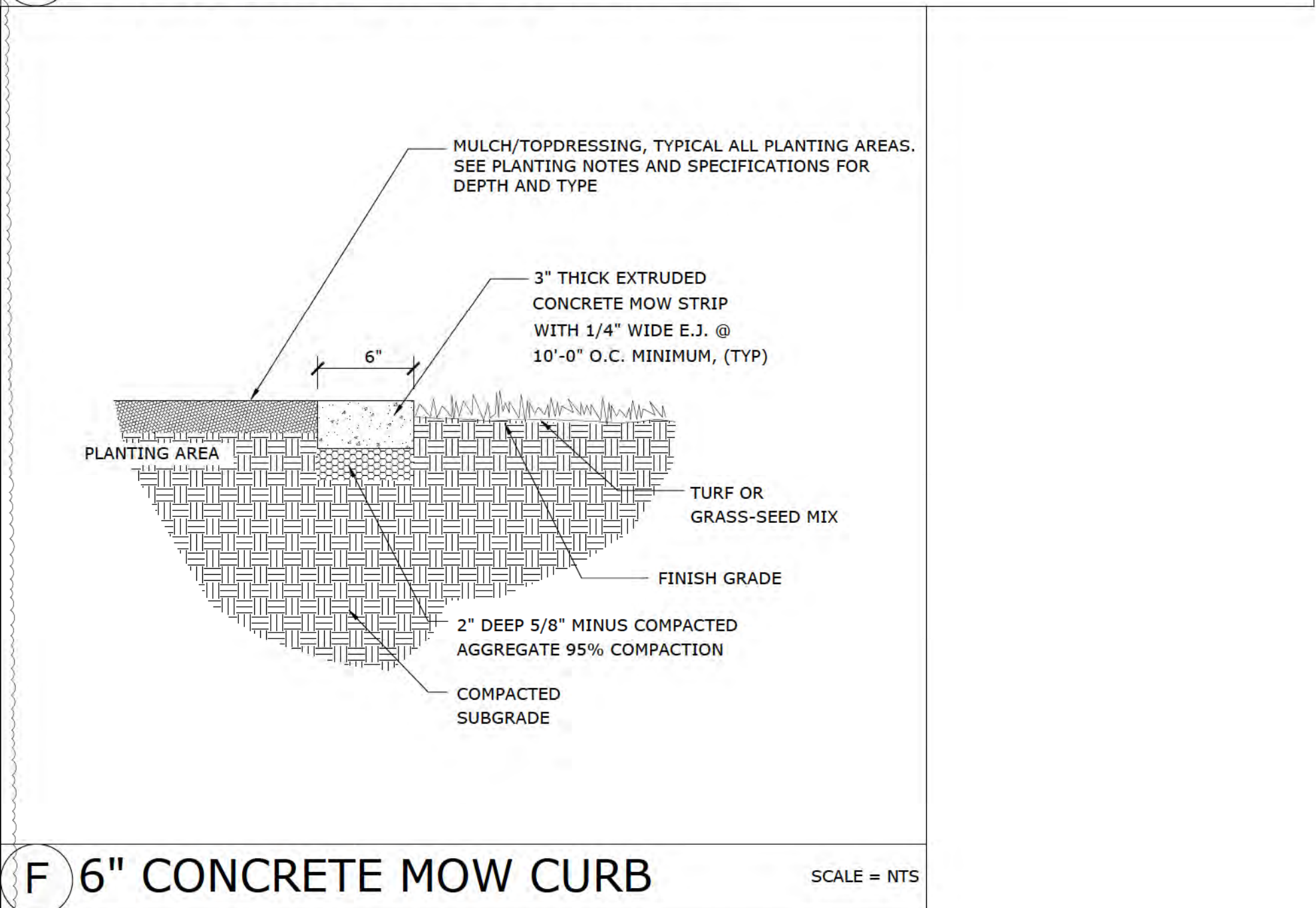
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BIKE RACK INSTALLATION		

E BIKE RACKS SCALE: 1/2" = 1'-0"

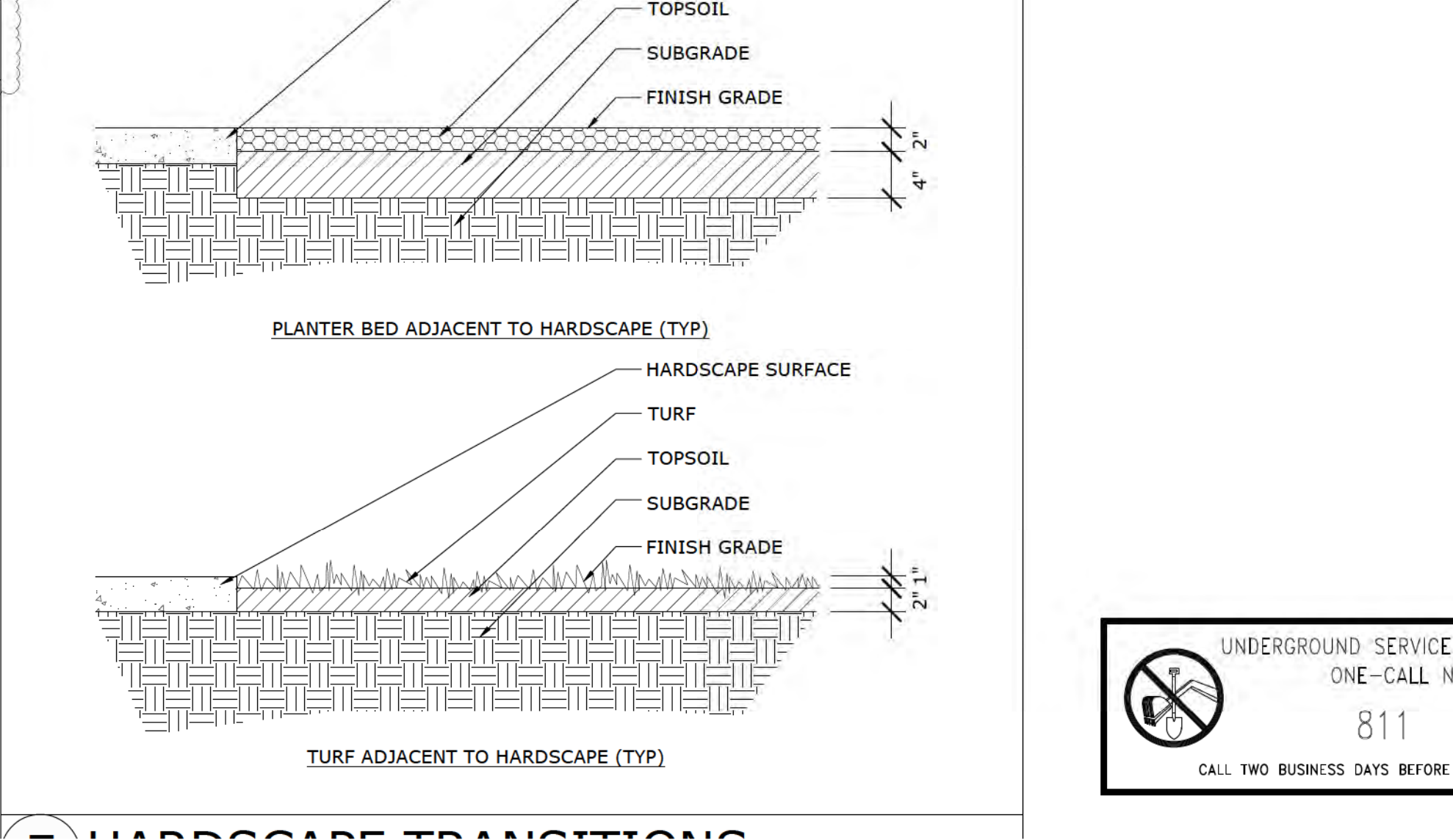


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PLANTING BED PREPARATION		

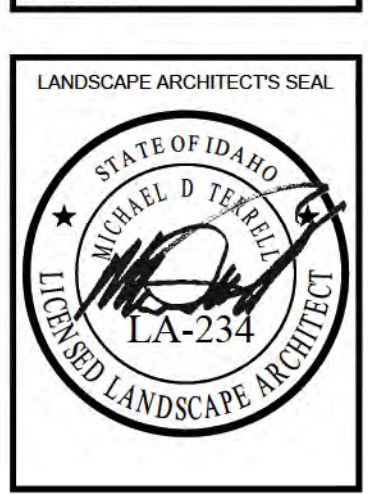
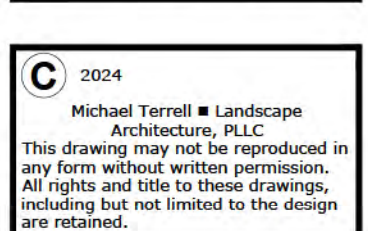
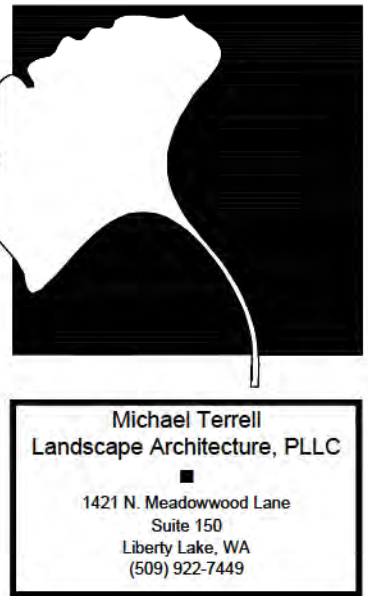
C PLANTING BED PREPARATION SCALE: 3/4" = 1'-0"



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6" CONCRETE MOW CURB		



F HARDSCAPE TRANSITIONS

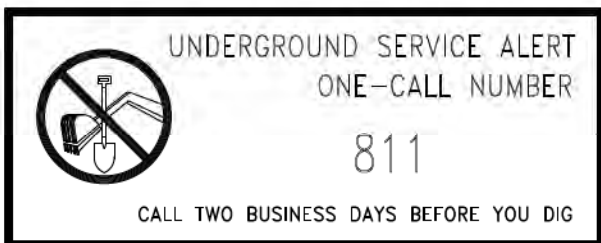


MONTROSE SOFTBALL FIELDS
POST FALLS, IDAHO
DETAILS

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SPECIAL BOX & RACEWAY SCHEDULE			
SYMBOL	DESCRIPTION	PRODUCT	NOTES
	IN-GRADE HAND HOLE	QUAZITE #PG1118DG12	IN-GRADE, TIER 15, EXTERIOR-RATED, POLYMER CONCRETE BOX WITH POLYMER CONCRETE LID, BOTTOM, AND GASKETS, MOUNTED FLUSH WITH FINAL GRADE. SEE SITE DETAILS. PROVIDE BOLTED COVER #PG1118H400# SERIES. LABEL SHALL DESCRIBE INSTALLED SYSTEM, REPLACE ##/ WITH: 12 - COMMUNICATIONS 84 - POWER 29 - LIGHTING 36 - SECURITY

SECURITY AND DOOR ACCESS SCHEDULE		
SYMBOL	DESCRIPTION	NOTES
 EXT	OFOI EXTERIOR POLE MOUNTED VIDEO SURVEILLANCE CAMERA	SEE DETAIL 2/E-5 FOR MOUNTING DETAILS

LUMINAIRE SCHEDULE									
TYPE	SYMBOL	MFGR & CATALOG NUMBER	DRIVER	MOUNTING	LIGHT SOURCE	LUMEN OUTPUT	INPUT WATTS	LUMENS/ WATT	NOTES
S04		LITHONIA #DSX1 LED P6 40K T4MHS MVOLT RPA PIRH DBLXD BS POLE: LITHONIA #RSS 25' 4C DM19AS DBXLD	120-277V	POLE +25'-0" (MH +22'-6")	LED, 4000K	14,497 LM	125W	116	TYPE FOUR MEDIUM LED AREA LIGHT. PROVIDE 25'-0" POLE ON 24-INCH DIAMETER BASE SITTING 30" ABOVE GRADE WITH 60" BELOW GRADE. MINIMUM. PROVIDE CONDUIT COUPLING CAST INTO BASE. PROVIDE WITH HIGH/LOW OCCUPANCY CONTROL FOR MINIMUM OF 30% REDUCTION WHEN UNOCCUPIED.
S05		LITHONIA #DSX1 LED P6 40K T4MHS MVOLT RPA PIRH DBLXD BS POLE: LITHONIA #RSS 25' 4C DM19AS EHHx11 EHHx12 DBXLD	120-277V	POLE +25'-0" (MH +22'-6")	LED, 4000K	14,497 LM	125W	116	TYPE FOUR MEDIUM LED AREA LIGHT. PROVIDE 25'-0" POLE ON 24-INCH DIAMETER BASE SITTING 30" ABOVE GRADE WITH 60" BELOW GRADE. MINIMUM. PROVIDE CONDUIT COUPLING CAST INTO BASE. PROVIDE WITH HIGH/LOW OCCUPANCY CONTROL FOR MINIMUM OF 30% REDUCTION WHEN UNOCCUPIED. VERIFY LOCATION, MOUNTING HEIGHTS AND COVERS REQUIRED FOR DEVICES BEING INSTALLED UTILIZING EXTRA HAND HOLES.

EQUIPMENT SCHEDULE												
CALLOUT	EQUIPMENT DESCRIPTION	VOLTAGE	LOAD TYPE	OCF	AMPS	CONDUIT & WIRE	CONNECTION TYPE	DISCONNECT DESCRIPTION	DISC NEMA RATING	DISC BY	CIRCUIT	NOTES
MOWER	AUTONOMOUS MOWER	208/120V 2P 3W	NONCONTINUOUS: 1.5 KVA	20/2	7.21	3/4"C,3#10,#10G	RECEPTACLE	VERIFY REQUIRED CONFIGURATION	WP	DIV 26	MDP-23.25	VERIFY REQUIRED NEMA CONFIGURATION AND ASSOCIATED MATERIAL TO INSTALL DEVICE CONNECTIONS PER MANUFACTURER'S RECOMMENDATIONS.
SB-1	SCOREBOARD	208/120V 2P 3W	NONCONTINUOUS: 1.5 KVA	20/2	7.21	3/4"C,3#10,#10G	HARDWIRED	LOCKABLE TYPE CIRCUIT BREAKER	WP	DIV 26	MDP-19.21	PROVIDE ASSOCIATED MATERIAL REQUIRED TO INSTALL SCOREBOARD CONNECTIONS PER MANUFACTURER'S RECOMMENDATIONS.
SB-2	SCOREBOARD	208/120V 2P 3W	NONCONTINUOUS: 1.5 KVA	20/2	7.21	3/4"C,3#10,#10G	HARDWIRED	LOCKABLE TYPE CIRCUIT BREAKER	WP	DIV 26	MDP-27.29	PROVIDE ASSOCIATED MATERIAL REQUIRED TO INSTALL SCOREBOARD CONNECTIONS PER MANUFACTURER'S RECOMMENDATIONS.

RECEPTACLE SCHEDULE		
SYMBOL	DESCRIPTION	NOTES
	DUPLEX RECEPTACLE	NEMA 5-20R
	DUPLEX RECEPTACLE - GFCI	NEMA 5-20R, GFCI
	HARDWIRE CONNECTION	REFERENCE DESIGN PLANS AND PANEL SCHEDULES FOR ADDITIONAL INFORMATION.

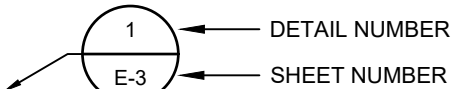
SUBSCRIPTS:
WP: WEATHER RESISTANT TYPE DEVICE WITH STAINLESS STEEL WEATHERPROOF WHILE IN USE COVERS FOR ALL EXTERIOR RECEPTACLES SUBJECT TO THE ELEMENTS AND PUBLIC ACCESS. WHERE NOTED AS PART OF LUMINAIRE POLE, REFERENCE LUMINAIRE SCHEDULE AND DETAILS FOR ADDITIONAL INFORMATION.

GENERAL NOTES

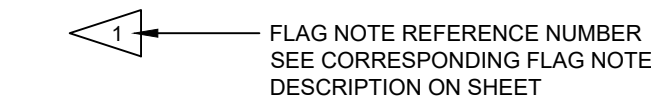
- "GENERAL NOTES" APPLY TO ALL DRAWINGS. "SHEET NOTES" APPLY TO ALL OF THE SHEETS ON WHICH THEY OCCUR. "FLAG NOTES" APPLY ONLY WHERE CALLED OUT.
- CONTRACTOR SHALL PROVIDE CONDUIT AND WIRE FROM ALL CONTROL DEVICES TO LUMINAIRES FOR CONTROL OF LUMINAIRES SHOWN.
- LUMINAIRES SHOWN ON DRAWINGS FOR QUANTITY AND CIRCUITING ONLY. SEE LANDSCAPE PLANS FOR EXACT LOCATIONS.
- ALL FEEDERS AND BRANCH CIRCUITS SHALL CONTAIN AN EQUIPMENT GROUND CONDUCTOR SIZED PER NEC TABLE 250.122. FEEDERS AND BRANCH CIRCUITS OVER 100A ARE BASED ON COPPER (CU) PER NEC TABLE 310.15(B)(16), USING 75 DEGREE AMPACITIES. FEEDERS 100A OR LESS USE 60 DEGREE C COLUMN. IF ALUMINUM IS ALLOWED, CONTRACTOR IS RESPONSIBLE TO RE-SIZE ACCORDING TO AMPACITIES FOR LOAD SHOWN ON DRAWINGS.
- BRANCH CIRCUIT CONDUCTORS, IF NOT OTHERWISE IDENTIFIED, SHALL BE A MINIMUM #12 AWG FOR RUNS 70 FEET OR LESS, AND A MINIMUM OF #10 AWG FOR RUNS GREATER THAN 70 FEET. QUANTITY AND SIZE SHALL BE "AS REQUIRED" TO SERVE AND CONTROL DEVICE(S) OR EQUIPMENT WITH A MAXIMUM VOLTAGE DROP OF THREE PERCENT. WHERE CONTRACTOR CHOOSES TO RUN MORE THAN THREE CURRENT CARRYING CONDUCTORS WITHIN ONE RACEWAY, CONDUCTORS SHALL BE INCREASED IN SIZE TO COMPENSATE FOR THE DERATING REQUIRED PER NEC SECTION 310.15. CONDUCTOR AMPACITIES SHALL BE TAKEN FROM THE 75 DEGREE COLUMN.
- MINIMUM CONDUIT IN EXTERIOR AND UNDERGROUND LOCATIONS SHALL BE 1". MINIMUM CONDUIT FOR INTERIOR BRANCH CIRCUITS SHALL BE 3/4". CONDUITS FROM LUMINAIRES TO LOCAL USER CONTROL DEVICES (SWITCHES, OCCUPANCY SENSORS, ETC.) MAY BE 1/2" OR AS INDICATED IN SPECIFICATIONS.
- CONTRACTOR SHALL PROVIDE CONDUIT AND WIRE FOR ALL CIRCUITS SHOWN ON DRAWINGS.
- WHERE EQUIPMENT PART NUMBERS ARE SHOWN ON THESE PLANS THEY SHALL SUPERCEDE THE REQUIREMENTS OF THE SPECIFICATIONS.
- ALL CONDUITS SHALL BE CONCEALED UNLESS OTHERWISE NOTED.
- PROVIDE DEDICATED NEUTRAL CONDUCTORS FOR ALL BRANCH CIRCUITS.
- PROVIDE WEATHER RESISTANT TYPE DEVICE WITH STAINLESS STEEL WEATHERPROOF WHILE IN USE COVERS FOR ALL EXTERIOR RECEPTACLES SUBJECT TO THE ELEMENTS AND PUBLIC ACCESS.

GENERAL SYMBOLS

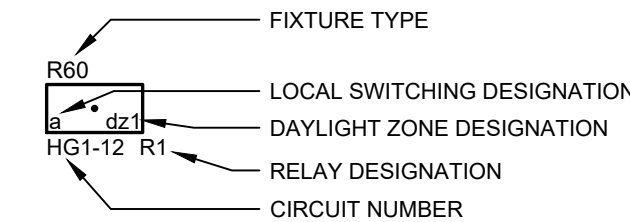
DETAIL REFERENCE CALLOUT



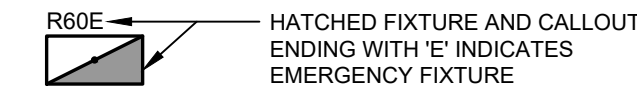
FLAG NOTE INDICATOR



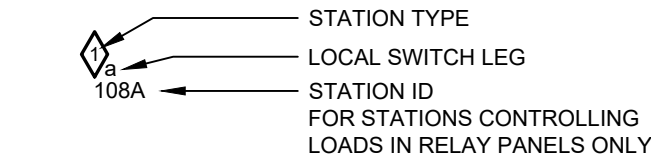
GENERAL FIXTURE ANNOTATIONS



EMERGENCY FIXTURE ANNOTATIONS

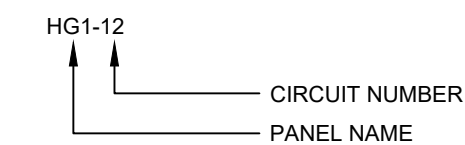


LIGHTING CONTROL STATION

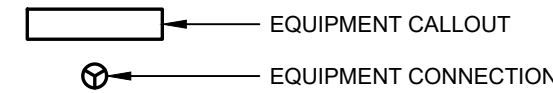


CIRCUIT CALLOUT

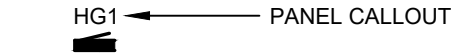
ALL BRANCH CIRCUITS SHALL BE #212, #12G UNLESS OTHERWISE NOTED



EQUIPMENT CONNECTION / CALLOUT



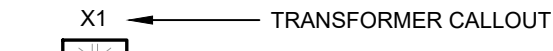
ELECTRICAL PANELBOARD



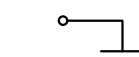
ELECTRICAL DISTRIBUTION EQUIPMENT



DRY-TYPE TRANSFORMER



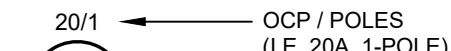
GROUNDING ELECTRODE



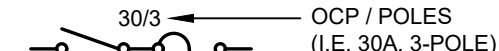
EQUIPMENT DISCONNECT SWITCH



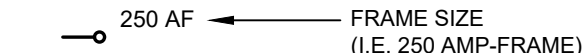
ONE-LINE CIRCUIT BREAKER



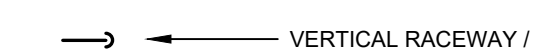
ONE-LINE FUSED DISCONNECT/SWITCH



ONE-LINE PREPARED SPACE



CONDUIT RISER, STUB UP/DOWN



ONE-LINE GENERATOR SET



NO / NC CONTACTS



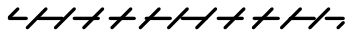
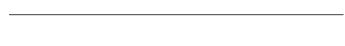
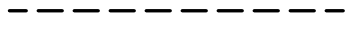
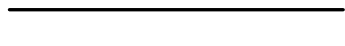
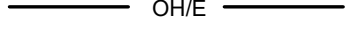
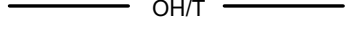
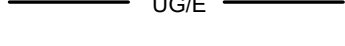
SHEET INDEX

E-1	ELECTRICAL LEGEND
E-2	SITE ELECTRICAL PLAN
E-2P	SITE PHOTOMETRIC PLAN
E-3	ENLARGED ELECTRICAL PLAN
E-4	POWER ONE-LINE DIAGRAM & PANEL SCHEDULE
E-5	ELECTRICAL DETAILS
E-6	ELECTRICAL SPECIFICATIONS

ABBREVIATIONS

A	AMPERE
ADA	AMERICANS WITH DISABILITIES ACT
AFB	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHJ	AUTHORITY HAVING JURISDICTION
AL	ALUMINUM
AV	AUDIO/VIDEO
CB	CIRCUIT BREAKER
C	CONDUIT
CO	CONDUIT ONLY
CU	COPPER
DDC	DIRECT DIGITAL CONTROL SYSTEM
DISC	DISCONNECT
DIV	DIVISION
EGC	EQUIPMENT GROUNDING CONDUCTOR
E	EXISTING
EM	EMERGENCY
ELEC	ELECTRIC(AL)
EXT	EXTERIOR
FA	FIRE ALARM
FSD	FIRE/SMOKE DAMPER
GEC	GROUNDING ELECTRODE CONDUCTOR
GND	GROUND
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GCPUD	GRANT COUNTY PUBLIC UTILITY DISTRICT
H	HORIZONTAL
HP	HORSEPOWER
KW	KILOWATT(S)
KVA	KILOVOLT-AMPERE(S)
LM	LUMEN(S)
LPG	LIQUEFIED PETROLEUM GAS
LPW	LUMENS PER WATT
LTG	LIGHT(S), LIGHTING
MDF	MAIN DISTRIBUTION FRAME
MTO	MOUNTED
MVOLT	MULTI-VOLT
NEC	NATIONAL ELECTRICAL CODE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED, OWNER INSTALLED
OS	OCCUPANCY SENSOR
PVC	POLYVINYL CHLORIDE
PC	PHOTOCELL
RGS	RIGID GALVANIZED STEEL (CONDUIT)
SPD	SURGE PROTECTIVE DEVICE
SPEC(S)	SPECIFICATIONS
SS	STAINLESS STEEL
SUSE	SUITABLE FOR USE AS SERVICE EQUIPMENT
SW	SWITCH
TYP	TYPICAL
UGE	UNDERGROUND ELECTRICAL
UG/T	UNDERGROUND TELECOM
UON	UNLESS OTHERWISE NOTED
WP	WEATHERPROOF
W	WATT(S)
XFMR	TRANSFORMER

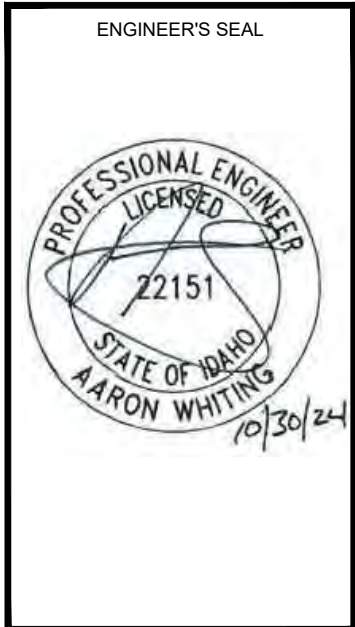
LINE TYPE LEGEND

DEMOLITION PATHWAY	
DEMOLITION UTILITY PATHWAY	
EXISTING TO REMAIN	
UNDERGROUND PATHWAY	
NEW CONSTRUCTION	
OVERHEAD ELECTRICAL	 OH/E
OVERHEAD COMMUNICATIONS	 OH/T
UNDERGROUND ELECTRICAL	 UGE
UNDERGROUND COMMUNICATIONS	 UG/T
NEW LOW VOLTAGE / CONTROL	



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

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MONTROSE SOFTBALL FIELDS

POST FALLS, IDAHO

ELECTRICAL LEGEND

REVISION	DATE
	
	
	
	

PO NUMBER	22-033
DATE	10/30/2024
DRAWN BY	RAM
CHECKED BY	ATW

SHEET #

E-1

KWR
ELECTRICAL CONSULTING & DESIGN
5915 S REGAL ST., SUITE 201
SPOKANE, WA 99223
PH: 509.473.9218
www.kwrllc.com

FLAG NOTES

- 1

EXISTING UTILITY JUNCTION VAULT FOR REFERENCE. CONTRACTOR TO COORDINATE WITH UTILITY FOR ANY ADDITIONAL REQUIREMENTS.
- 2

PROVIDE CONDUIT AS INDICATED FOR FUTURE FIELD LIGHTING. PROVIDE HAND HOLE AND CONDUIT AS INDICATED FOR FUTURE FIELD LIGHTING. COORDINATE EXACT LOCATION WITH LANDSCAPE ARCHITECT AND ENGINEER PRIOR TO ROUGH-IN.
- 3

PROVIDE CONDUIT AS INDICATED BACK TO LOCATION FOR FUTURE FIELD LIGHTING. STUB CONDUITS ADJACENT TO MDP SPACE FOR FUTURE FIELD LIGHTING. CONTACTOR PANEL, CAP AND LABEL FOR FUTURE FIELD LIGHTING. COORDINATE EXACT LOCATION WITH LANDSCAPE ARCHITECT AND ENGINEER PRIOR TO ROUGH-IN. REFERENCE SHEET E-3 FOR ADDITIONAL INFORMATION.
- 4

PARKING LOT POLE WITH CAMERA PROVISIONS. PROVIDE (1) 1" CONDUIT FROM POLE BASE TO LOCATION SHOWN ADJACENT TO TELECOM HANDHOLE IN SERVICE YARD. REFER TO SHEET E-3 FOR ADDITIONAL INFORMATION AND REQUIREMENTS. COORDINATE EXACT LOCATION WITH LANDSCAPE PRIOR TO ROUGH-IN.
- 5

PROVIDE RECEPTACLE IN STAINLESS STEEL WEATHERPROOF-IN-USE COVER, MOUNTED TO STRUCTURE. PROVIDE JUNCTION BOX, CONDUCTORS AND QUANTITY SIZED FOR RECEPTACLE DEVICE INDICATED. PROVIDE RGS SWEEPS AND RGS CONDUIT. FIELD COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH OWNER PRIOR TO ROUGH-IN. ROUTE RECEPTACLE CIRCUIT THROUGH TIMECLOCK. PROVIDE ALL MATERIALS AND AS REQUIRED TO INSTALL DEVICE. REFERENCE DETAIL 4/E-5 FOR ADDITIONAL INFORMATION.
- 6

REFERENCE SHEET E-3 FOR ADDITIONAL INFORMATION.
- 7

BID ALTERNATE #2: PROVIDE ELECTRICAL CONNECTIONS TO SCOREBOARD FROM PANEL AS INDICATED. COORDINATE EXACT LOCATION AND INSTALLATION REQUIREMENTS WITH OWNER PRIOR TO ROUGH-IN. PROVIDE CONDUIT FROM PANEL MDP TO HANDHOLE AS PART OF BASE BID.
- 8

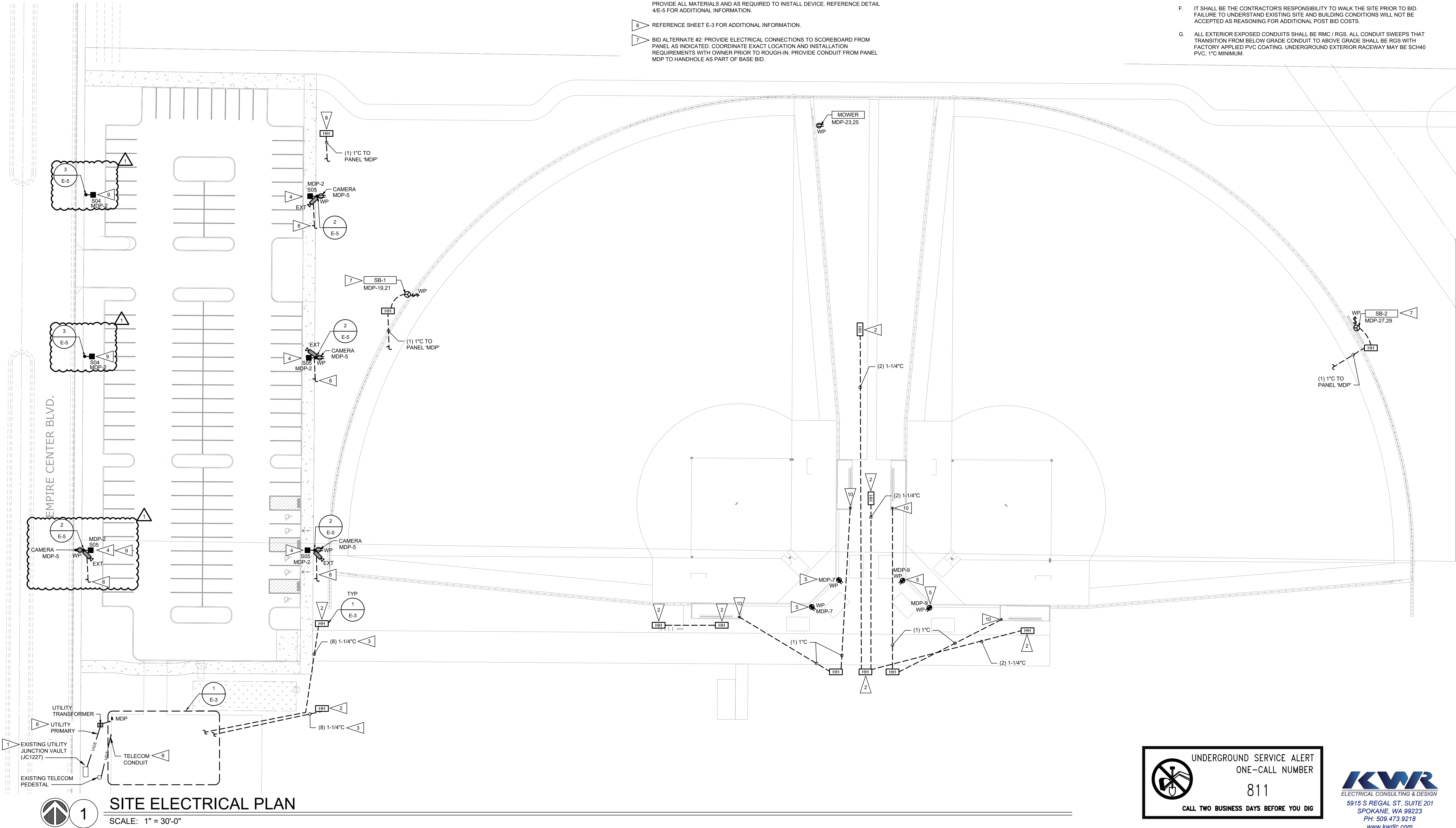
PROVIDE HANDHOLE AND CONDUIT ROUGH-IN FOR POWER TO FUTURE BATTING CAGES. COORDINATE EXACT LOCATION OF HANDHOLE WITH OWNER PRIOR TO ROUGH-IN.
- 9

COORDINATE EXACT LOCATION OF SITE POLE WITH CIVIL AND SEWER LOCATION PRIOR TO ROUGH-IN.
- 10

PROVIDE CONDUIT STUB UP IN CORNER OF DUGOUT FOR FUTURE LIGHTING. CONDUIT SHALL BE STUBBED UP 6" ABOVE GRADE DIRECTLY ADJACENT TO FENCING POST AND CAPPED FOR FUTURE USE. UTILIZE RGS CONDUIT ELBOW AND RGS CONDUIT ABOVE GRADE TO PREVENT DAMAGE TO CONDUIT.

SHEET NOTES

- A. FIELD COORDINATE AND VERIFY ALL SERVICE INSTALLATION REQUIREMENTS WITH AVISTA UTILITIES PRIOR TO COMMENCEMENT OF WORK. LOCATIONS SHOWN ON THIS PLAN ARE BASED ON PRELIMINARY COORDINATION WITH UTILITY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO WALK THE SITE WITH UTILITY REPRESENTATIVES PRIOR TO COMMENCEMENT OF WORK.
CONTACT: TODD NEU
PHONE: (208) 789-1890
EMAIL: todd.neu@avistacorp.com
- B. THIS PLAN MAY NOT SHOW ALL EXISTING BURIED UTILITIES. CONTACT UNDERGROUND LOCATION SERVICE PRIOR TO EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH UNDERGROUND LOCATING AND ANY REPAIRS FROM FAILING TO TAKE NECESSARY PRECAUTIONS PRIOR TO EXCAVATION.
- C. MINIMUM SITE CONDUIT BURIAL DEPTH SHALL BE 24" BELOW FINISH GRADE. MINIMUM UTILITY CONDUIT BURIAL DEPTH SHALL BE 36" BELOW FINISH GRADE, OR AS REQUIRED BY THE SERVING UTILITY.
- D. REFER TO CIVIL DRAWINGS FOR EXACT LOCATIONS AND ELEVATIONS OF ALL LUMINAIRES, TRANSFORMER PADS, AND OTHER SITE ELEMENTS. COORDINATE ANY DISCREPANCIES WITH DESIGN TEAM PRIOR TO COMMENCEMENT OF WORK.
- E. OUTSIDE BURIED RACEWAYS SERVING BRANCH CIRCUITING TO BE 1" C, 2#10, #10G UNLESS OTHERWISE NOTED. REFER TO EQUIPMENT CONNECTION SCHEDULES FOR ADDITIONAL INFORMATION.
- F. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO WALK THE SITE PRIOR TO BID. FAILURE TO UNDERSTAND EXISTING SITE AND BUILDING CONDITIONS WILL NOT BE ACCEPTED AS REASONING FOR ADDITIONAL POST BID COSTS.
- G. ALL EXTERIOR EXPOSED CONDUITS SHALL BE RMC / RGS. ALL CONDUIT SWEEPS THAT TRANSITION FROM BELOW GRADE CONDUIT TO ABOVE GRADE SHALL BE RGS WITH FACTORY APPLIED PVC COATING. UNDERGROUND EXTERIOR RACEWAY MAY BE SCH40 PVC, 1" C MINIMUM.



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

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MONTROSE SOFTBALL FIELDS

POST FALLS, IDAHO

SITE ELECTRICAL PLAN

REVISION	DATE
△ PERMIT	1/29/2025
△	
△	
△	

PRO NUMBER	22-033
DATE	10/30/2024
DRAWN BY	RAM
CHECKED BY	ATW

SHEET #

E-2

UNDERGROUND SERVICE ALERT

ONE-CALL NUMBER

811

CALL TWO BUSINESS DAYS BEFORE YOU DIG

KWR

ELECTRICAL CONSULTING & DESIGN

5915 S REGAL ST., SUITE 201

SPOKANE, WA 99223

PH: 509.473.9218

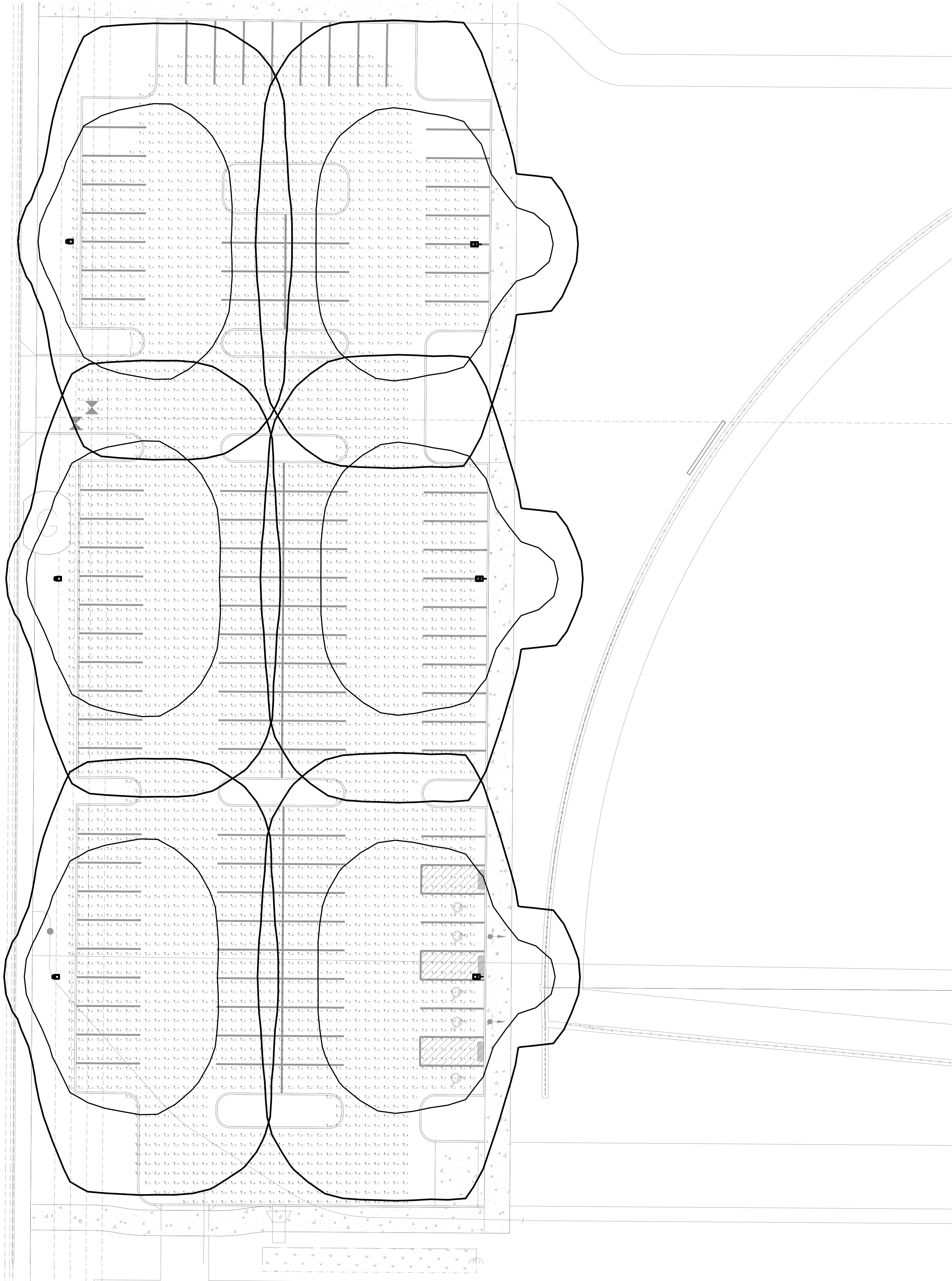
www.kwrlc.com



SITE PHOTOMETRIC PLAN

SCALE: 1" = 20'-0"

EMPIRE CENTER BLVD.



Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING Area	Illuminance	Fc	1.65	2.6	0.6	2.75	4.33
PARKING FUTURE Planar	Illuminance	Fc	1.72	2.6	0.9	1.91	2.89

SHEET NOTES

- PLAN IS INTENDED TO SHOW PHOTOMETRIC CALCULATIONS FOR THE INTENDED LIGHTING DESIGN ONLY, AND SHOULD NOT BE USED FOR ELECTRICAL CONSTRUCTION OR PRICING.
- LIGHTING CALCULATIONS PERFORMED IN THE MOST CURRENT VERSION OF LIGHTING ANALYST AG32, AS LICENSED BY KWR, LLC.
- EXTERIOR PARKING LOT POINT BY POINT CALCULATIONS ARE DONE ON A 3' X 3' GRID, TAKEN AT GROUND LEVEL.
- EXTERIOR WALKWAY POINT BY POINT CALCULATIONS ARE DONE ON A 3' X 3' GRID, TAKEN AT GROUND LEVEL.
- REFER TO ELECTRICAL ENGINEERING DRAWINGS FOR ALL PRICING AND CONSTRUCTION PURPOSES.
- LIGHTING LAYOUTS ARE SUBJECT TO CHANGE PENDING COORDINATION WITH ARCHITECT AND STRUCTURAL ENGINEER.
- REFERENCE ENGINEERING PLANS AND LUMINAIRE SCHEDULE FOR ADDITIONAL INFORMATION.



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Landscape Architecture, PLLC
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MONTROSE SOFTBALL FIELDS

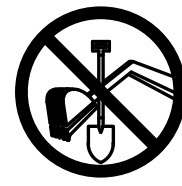
POST FALLS, IDAHO

SITE PHOTOMETRIC PLAN

REVISION	DATE
△	
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△	
△	

PRO NUMBER	22-033
DATE	10/30/2024
DRAWN BY	RAM
CHECKED BY	ATW

SHEET #
E-2P



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

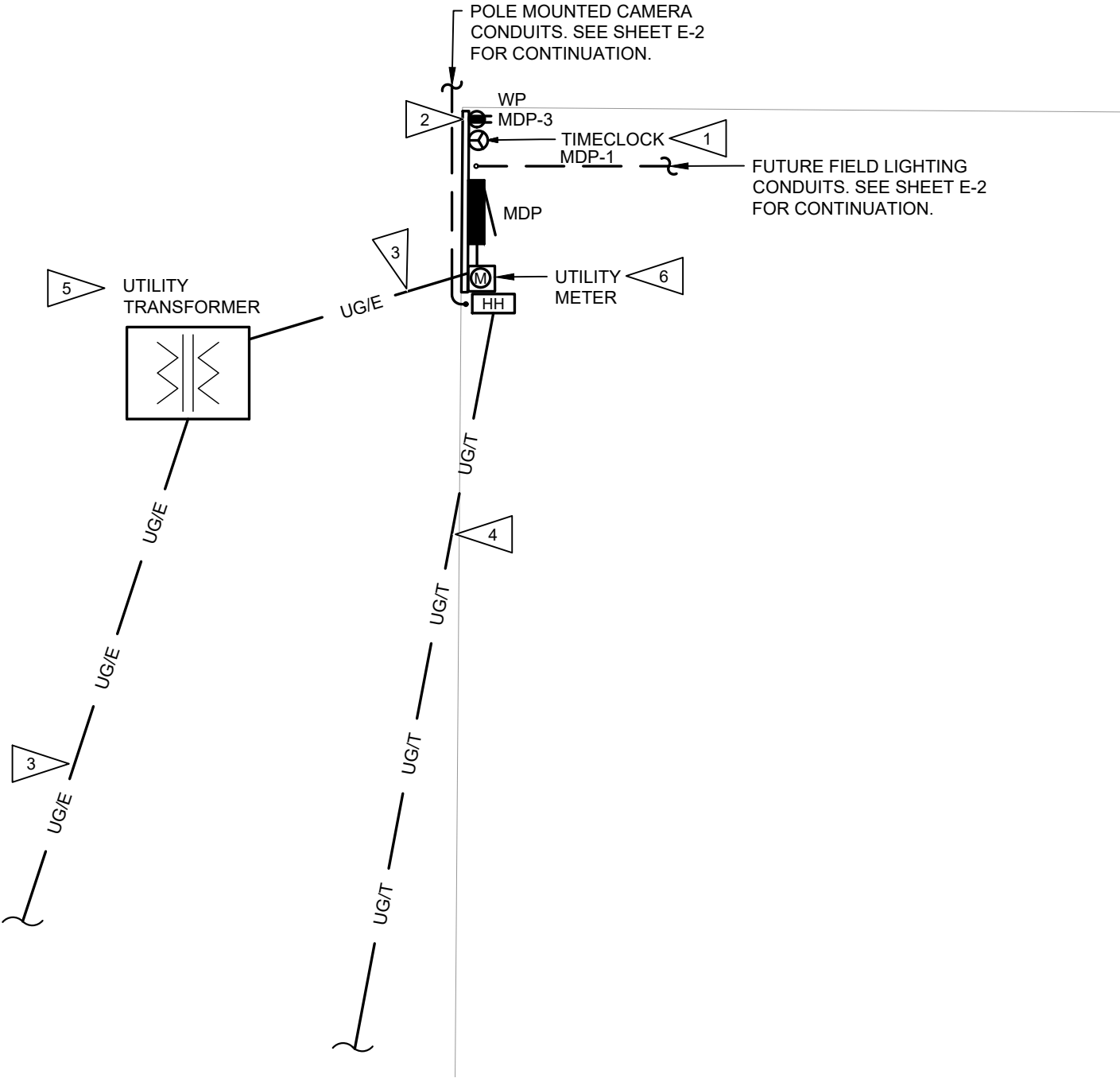
KWR
ELECTRICAL CONSULTING & DESIGN
5915 S REGAL ST, SUITE 201
SPOKANE, WA 99223
PH: 509.473.9218
www.kwrllc.com

SHEET NOTES

- A. SEE ARCHITECTURAL PLANS, SECTIONS, AND ELEVATIONS FOR EXACT EQUIPMENT AND DEVICE LOCATIONS.
- B. SEE ARCHITECTURAL PLANS FOR LOCATIONS OF SOUND, SMOKE, AND FIRE RATED WALLS.
- C. VERIFY ALL EQUIPMENT LOCATIONS AND CONNECTION REQUIREMENTS WITH EQUIPMENT PROVIDERS PRIOR TO ROUGH-IN. SEE EQUIPMENT SCHEDULES FOR ADDITIONAL INFORMATION.
- D. MAINTAIN NEC MANDATED WORKING CLEARANCES IN FRONT OF ELECTRICAL PANELS AND FUSED DISCONNECT SWITCHES PER NEC 110.26.
- E. ALL EXPOSED RACEWAY SHALL BE RMC / RGS. ALL CONDUIT SWEEPS THAT TRANSITION FROM BELOW GRADE CONDUIT TO ABOVE GRADE SHALL BE RGS WITH FACTORY APPLIED PVC COATING. UNDERGROUND EXTERIOR RACEWAY MAY BE SCH40 PVC, 1" C MINIMUM.
- F. EXTERIOR RECEPTACLES SHALL BE PROVIDED WITH WEATHERPROOF DIECAST EXTRA DUTY WHILE IN-USE COVER, HUBBELL-TAYMAC MX3200 OR ENGINEER APPROVED EQUAL.

FLAG NOTES

1. PROVIDE 8-CIRCUIT ASTRONOMIC TIME-CLOCK WITH (8) 1-POLE CONTACTS FOR RECEPTACLE AND SITE LIGHTING. BASIS OF DESIGN: INTERMATIC MODEL RET90815C OR APPROVED EQUAL. COORDINATE WITH OWNER FOR PROGRAMMING OF SCHEDULE. PROVIDE WITH NEMA 3R LOCKABLE ENCLOSURE AND COORDINATE EXACT LOCATION WITH OWNER PRIOR TO ROUGH-IN. PROVIDE LOCKABLE TYPE CIRCUIT BREAKER. REFERENCE PANEL SCHEDULES FOR ADDITIONAL INFORMATION.
2. PROVIDE RECEPTACLE IN STAINLESS STEEL WEATHERPROOF-IN-USE COVER, MOUNTED TO STRUCTURE. PROVIDE JUNCTION BOX, CONDUCTORS AND QUANTITY SIZED FOR RECEPTACLE DEVICE INDICATED. PROVIDE RGS SWEEPS AND RGS CONDUIT. FIELD COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH OWNER PRIOR TO ROUGH-IN. ROUTE BRANCH CIRCUIT THROUGH CONTACTOR.
3. PROVIDE PRIMARY TRENCHING, BACKFILL, AND COMPACTION PER UTILITY REQUIREMENTS. PRIMARY CONDUCTORS BY AVISTA. SEE ONE-LINE DIAGRAM FOR SIZING INFORMATION. COORDINATE EXACT LOCATIONS WITH AVISTA PRIOR TO ROUGH-IN.
4. PROVIDE (1)2" C FROM EXISTING TELECOM PEDESTAL TO TELECOM HANDHOLE AS SHOWN. FIELD COORDINATE EXACT ROUTING AND VERIFY SIZING REQUIREMENTS WITH OWNER SELECTED TELECOM SERVICE PROVIDER.
5. PROVIDE EXCAVATION, BACKFILL, AND COMPACTION FOR UTILITY PROVIDED SECONDARY ENCLOSURE FIBERGLASS BOX PAD PER UTILITY REQUIREMENTS. VERIFY EXACT LOCATION, ORIENTATION, AND INSTALLATION REQUIREMENTS WITH UTILITY PRIOR TO COMMENCEMENT OF WORK. COORDINATE WITH UTILITY FOR MATERIALS.
6. PROVIDE METER SOCKET PER AVISTA STANDARDS MOUNTED TO UNISTRUT. CT'S AND METER PROVIDED BY UTILITY. VERIFY ALL REQUIREMENTS WITH AVISTA UTILITIES PRIOR TO COMMENCEMENT OF WORK. COORDINATE FINAL LOCATION OF EQUIPMENT RACK WITH OWNER AND UTILITY PRIOR TO ROUGH-IN.



1 ENLARGED ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"



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

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MONTROSE SOFTBALL FIELDS

POST FALLS, IDAHO

ENLARGED ELECTRICAL PLAN

THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION

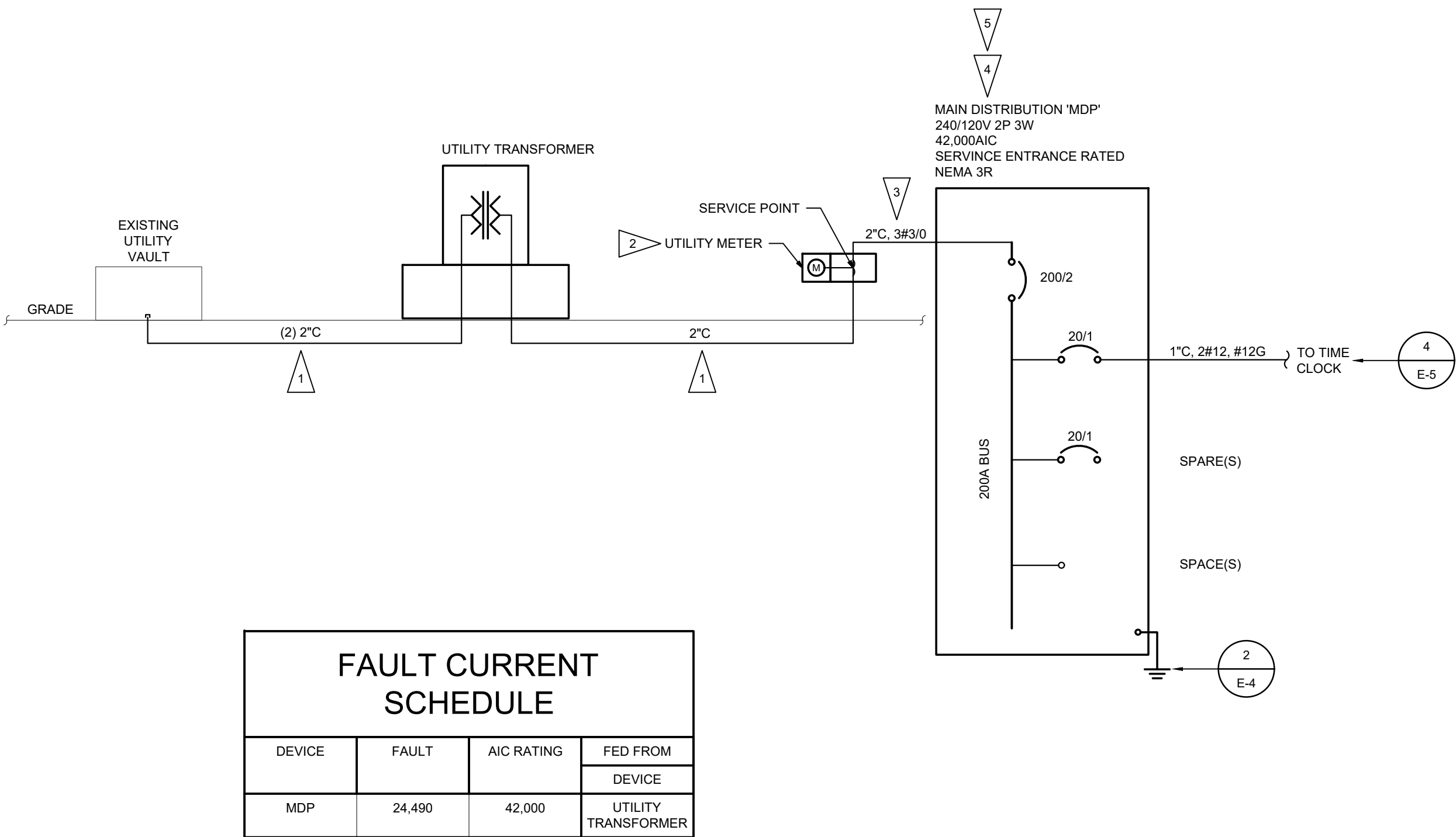
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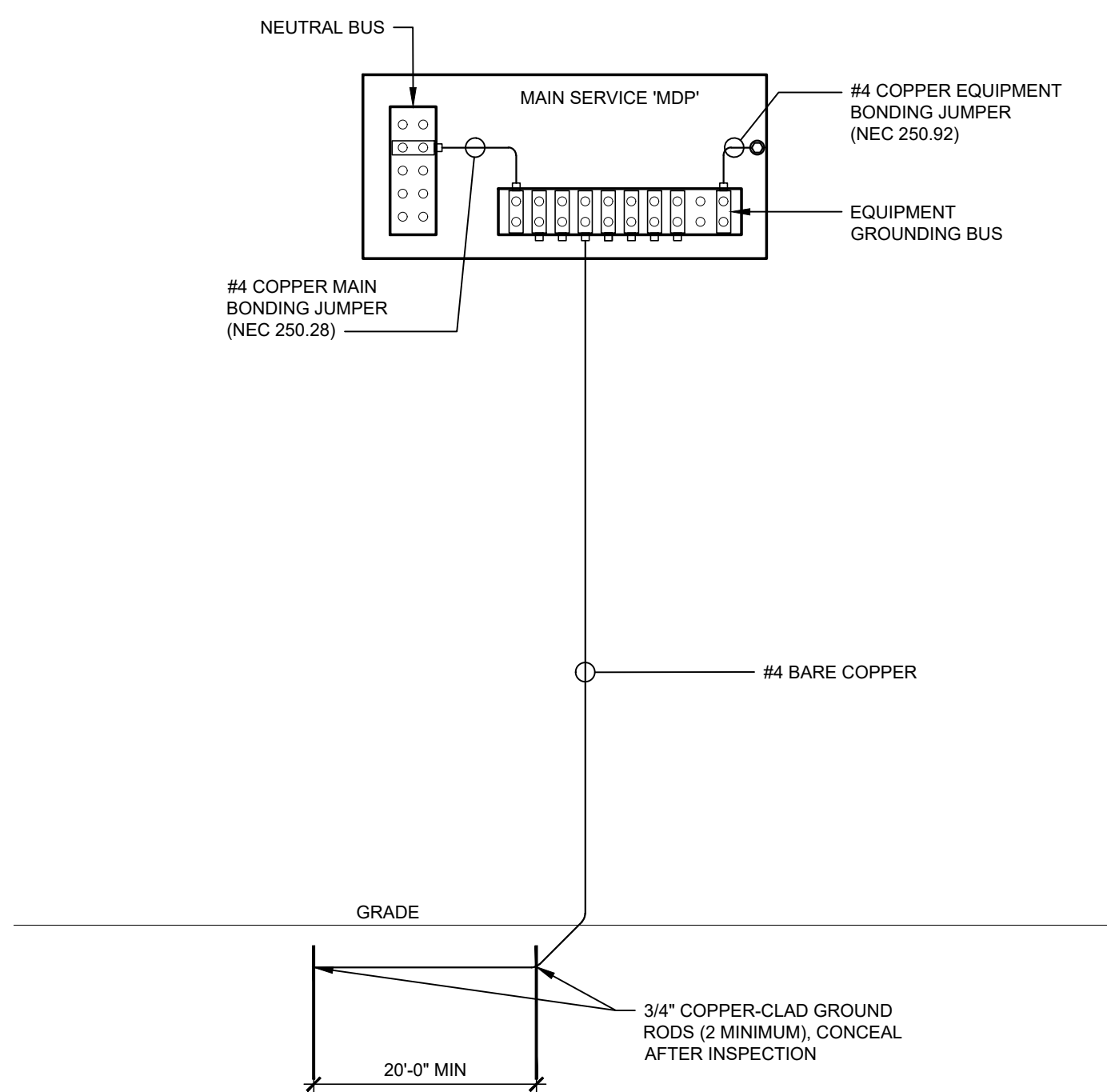
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E-3

KWR
ELECTRICAL CONSULTING & DESIGN
5915 S REGAL ST, SUITE 201
SPOKANE, WA 99223
PH: 509.473.9218
www.kwrllc.com



1 POWER ONE-LINE DIAGRAM
SCALE: NTS



2 SERVICE GROUNDING DETAIL
SCALE: NTS

SHEET NOTES

- A. ALL CONDUCTORS ARE COPPER, UNLESS DENOTED WITH (AL) FOR COMPACT STRANDED ALUMINUM. ALL GROUND CONDUCTORS OBSERVED COPPER.
- B. ALL NEW CONDUCTORS SHALL BE INSTALLED CONTINUOUS (POINT TO POINT) AND WITHOUT SPLICING, UNLESS OTHERWISE INDICATED.
- C. FOR CLARITY, BRANCH CIRCUITING IS NOT SHOWN ON ONE-LINE DIAGRAMS. SEE PANEL SCHEDULES.
- D. COORDINATE ALL ELECTRICAL UTILITY WORK WITH AVISTA UTILITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADHERE TO THE PUBLISHED DOCUMENTS AND STANDARDS OF THE SERVING ELECTRICAL UTILITY.
CONTACT: TODD NEU
PHONE: (208) 769-1899
EMAIL: todd.neu@avistacorp.com
- E. ALL DISTRIBUTION EQUIPMENT SHALL BE LABELED WITH THE FOLLOWING:
- EQUIPMENT DESIGNATION
 - SOURCE FROM WHICH EQUIPMENT IS FED
 - VOLTAGE, PHASE, WIRING CONFIGURATION
 - AIC RATING
 - ARC FLASH HAZARD WARNING
 - LOCATION OF MAIN DISCONNECT (ON UTILITY SECTION / METER SOCKET)
 - AVAILABLE FAULT CURRENT
 - DENOTE VOLTAGE COLORING SYSTEM ON LABEL:

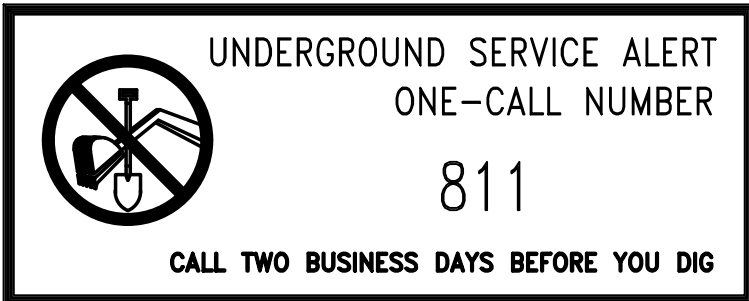
240/120V SYSTEM:
PHASE A BLACK
PHASE B RED
NEUTRAL WHITE
GROUND GREEN

FLAG NOTES

- 1 PROVIDE PRIMARY TRENCHING, CONDUIT, BACKFILL, AND COMPACTION. REFERENCE SHEET E-2 FOR ADDITIONAL INFORMATION. VERIFY FINAL REQUIREMENTS WITH AVISTA.
- 2 PROVIDE UTILITY 200A SELF-CONTAINED METERING ENCLOSURE AND METER SOCKET PER AVISTA STANDARDS MOUNTED TO STRUCTURE. COORDINATE WITH UTILITY PRIOR TO ORDERING. REFERENCE SHEET E-3 FOR ADDITIONAL INFORMATION.
- 3 PROVIDE SECONDARY TRENCHING, CONDUIT, RISERS, CONDUCTORS, BACKFILL AND COMPACTION FROM UTILITY POWER POLE TO SERVICE EQUIPMENT.
- 4 SERVICE ENTRANCE RATED MAIN DISTRIBUTION PANEL. PROVIDE PERMANENT LABEL, AFFIXED TO SERVICE EQUIPMENT, DENOTING NOMINAL SYSTEM VOLTAGE, AVAILABLE FAULT CURRENT AT SERVICE DISCONNECTING MEANS, CLEARING TIME OF SERVICE OVER-CURRENT PROTECTIVE DEVICE BASED ON AVAILABLE FAULT CURRENT, AND DATE (MONTH AND YEAR) THE LABEL WAS APPLIED. LABEL SHALL COMPLY WITH NEC 110.16(A) AND 110.16(B). DENOTE VOLTAGE COLORING SYSTEM ON LABEL. COORDINATE LOCATION PRIOR TO ROUGH-IN.
- 5 PROVIDE CIRCUIT BREAKER VALUES AS INDICATED IN PANEL. REFER TO PANEL SCHEDULE FOR ADDITIONAL INFORMATION.

THESE APPROVED PLANS MUST BE ON-SITE FOR INSPECTION

PANEL: MDP		BUS AMPS: 200		VOLTS: 240/120V 2P 3W					
FED FROM: SEE ONE-LINE DIAGRAM		MAIN OCPD: 200		NEUTRAL: 100%					
LOCATION:		MOUNTING: SURFACE		LUGS: STANDARD					
		ENCLOSURE: NEMA 3R		AIC: 42,000					
CCT NO.	CIRCUIT DESCRIPTION	NOTES	CCT OCPD	KVA LOAD		CCT OCPD	NOTES	CIRCUIT DESCRIPTION	CCT NO.
				A	B				
1	TIMECLOCK	#	20'1	1.00	0.75	20'1		LTG - EXT. AREA	2
3	REC		20'1		0.36	0.00	20'1	SPARE	4
5	CAMERA		20'1	1.00	0.00	20'1		SPARE	6
7	REC		20'1		0.36	0.00	20'1	SPARE	8
9	REC		20'1	0.36	0.00	20'1		SPARE	10
11	SPARE		20'1		0.00	0.00	20'1	SPARE	12
13	SPARE		20'1	0.00	0.00	20'1		SPARE	14
15	SPARE		20'1		0.00	0.00	20'1	SPARE	16
17	SPARE		20'1	0.00	0.00	20'1		SPARE	18
19	SCOREBOARD 'SB-1'		20'2		0.75	0.00	20'1	SPARE	20
21			1	0.75	0.00	20'1		SPARE	22
23	AUTONOMOUS MOWER		20'2		0.75	0.00	20'1	SPARE	24
25			1	0.75	0.00	20'1		SPARE	26
27	SCOREBOARD 'SB-2'		20'2		0.75	0.00	20'1	SPARE	28
29			1	0.75	0.00	20'1		SPARE	30
31	SPARE		20'2		0.00	0.00	-1	SPACE	32
33			1	0.00	0.00		-1	SPACE	34
35	SPACE		-1		0.00	0.00	-1	SPACE	36
37	SPACE		-1	0.00	0.00		-1	SPACE	38
39	SPACE		-1		0.00	0.00	-1	SPACE	40
41	SPACE		-1	0.00	0.00		-1	SPACE	42
NOTES:				TOTAL CONN. LOAD (KVA)		CONN. KVA		CALC. KVA	
# PROVIDE LOCKABLE CIRCUIT BREAKER.				A B		LIGHTING		0.75	0.94 (125%)
				5.36 2.97		RECEPTACLES		1.08	1.08 (50%>10)
				TOTAL CONN. LOAD (AMPS)		LARGEST MOTOR		0.00	0.00 (125%)
				A B		OTHER MOTORS		0.00	0.00 (100%)
				44.67 24.75		KITCHEN EQUIP		0.00	0.00 (N/A)
						CONTINUOUS		1.00	1.25 (125%)
						NONCONTINUOUS		5.50	5.50 (100%)
						HEATING		0.00	0.00 (100%)
						NONCON/ DIVERSE		0.00	0.00 (N/A)
						COMPUTER		0.00	0.00 (100%)
						METERED DEMAND		0.00	0.00
						TOTAL KVA		6.33	8.77
						BALANCED PHASE AMPS		34.71	36.53



MONTROSE SOFTBALL FIELDS
POST FALLS, IDAHO
POWER ONE-LINE DIAGRAM &
PANEL SCHEDULES

REVISION	DATE
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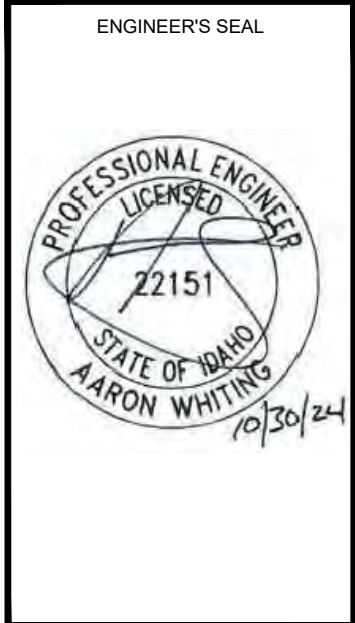
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E-4



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

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Michael Terrell - Landscape Architecture, PLLC
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ELECTRICAL DETAILS

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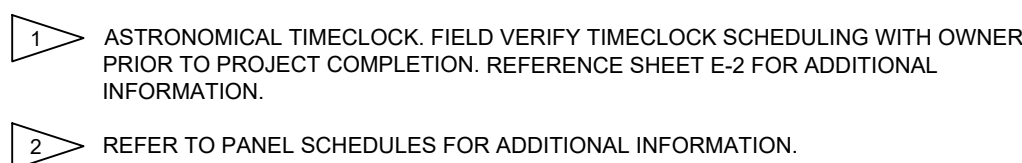
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ELECTRICAL SPECIFICATIONS

26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL

A. SCOPE OF WORK: FURNISH AND INSTALL ALL MATERIAL AND EQUIPMENT FOR A COMPLETE AND WORKABLE ELECTRICAL SYSTEM AS INDICATED ON THE DRAWINGS AND IN THESE SPECIFICATIONS.

B. STANDARDS, CODES AND REGULATIONS: COMPLY WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE, INTERNATIONAL BUILDING CODE, AND INTERNATIONAL FIRE CODE INCLUDING ALL STATE AND LOCAL AMENDMENTS TO THESE CODES AND THE WASHINGTON STATE ENERGY CODE (WSEC). COMPLY WITH THE LATEST PUBLISHED VERSION OF THE NECA STANDARD OF INSTALLATION.

C. DRAWINGS: THE DRAWINGS ARE DIAGRAMMATIC, NOT NECESSARILY SHOWING ALL OFFSETS OR EXACT LOCATIONS OF FIXTURES, EQUIPMENT, ETC. UNLESS SPECIFICALLY DIMENSIONED. REVIEW THE DRAWINGS AND SPECIFICATIONS FOR EQUIPMENT FURNISHED BY OTHER CRAFTS BUT INSTALL IN ACCORDANCE WITH THIS SECTION. BRING QUESTIONABLE OR OBSCURE ITEMS, APPARENT CONFLICTS BETWEEN PLANS AND SPECIFICATIONS, GOVERNING CODES OR UTILITIES REGULATIONS TO THE ATTENTION OF THE ARCHITECT. CODES, ORDINANCES, REGULATIONS, MANUFACTURER'S INSTRUCTIONS OR STANDARDS TAKE PRECEDENCE WHEN THEY ARE MORE STRINGENT OR CONFLICT WITH THE DRAWINGS AND SPECIFICATIONS.

D. RECORD DRAWINGS: MARK UP A CLEAN SET OF DRAWINGS AS THE WORK PROGRESSES TO SHOW THE DIMENSIONED LOCATION AND ROUTING OF ALL ELECTRICAL WORK WHICH WILL BECOME PERMANENTLY CONCEALED. SHOW ROUTING OF WORK IN PERMANENTLY CONCEALED BLIND SPACES WITHIN THE BUILDING. SHOW COMPLETE ROUTING AND SIZING OF ANY SIGNIFICANT REVISIONS TO THE SYSTEMS SHOWN.

E. WORKMANSHIP: INSTALLATION OF ALL WORK SHALL BE MADE SO THAT ITS SEVERAL COMPONENT PARTS SHALL FUNCTION AS A WORKABLE SYSTEM COMPLETE WITH ALL ACCESSORIES NECESSARY FOR ITS OPERATION. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, INSTRUCTIONS AND/OR INSTALLATION DRAWINGS AND IN ACCORDANCE WITH NECA STANDARDS. MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL CONFORM WITH APPLICABLE INDUSTRY STANDARDS, NECA STANDARDS AND UNDERWRITERS LABORATORIES STANDARDS WHERE APPLICABLE.

F. SUBMITTALS: PROVIDE MATERIAL AND EQUIPMENT SUBMITTALS CONTAINING A COMPLETE LISTING OF MATERIAL AND EQUIPMENT SHOWN ON THE DRAWINGS. INCLUDE CATALOG NUMBERS, WIRING DIAGRAMS, ROUGH-IN DIMENSIONS AND PERFORMANCE DATA FOR ALL MATERIAL AND EQUIPMENT. SUBMITTALS SHALL BE IN ELECTRONIC PDF FORMAT. SEPARATE FROM WORK FURNISHED UNDER OTHER DIVISIONS. INDEX AND CLEARLY IDENTIFY ALL MATERIAL AND EQUIPMENT BY ITEM, NAME OR DESIGNATION USED ON THE DRAWINGS. SUBMITTAL REVIEW IS FOR GENERAL DESIGN AND ARRANGEMENT ONLY AND DOES NOT RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE SUBMITTALS ARE NOT CHECKED FOR QUANTITY, DIMENSION, OR FOR PROPER OPERATION. WHERE DEVIATIONS OF A SUBSTITUTE PRODUCT OR SYSTEM PERFORMANCE HAVE NOT BEEN SPECIFICALLY NOTED IN THE SUBMITTAL BY THE CONTRACTOR, PROVISIONS OF A COMPLETE AND SATISFACTORY WORKING INSTALLATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

G. OPERATION AND MAINTENANCE MANUALS: PROVIDE OPERATION AND MAINTENANCE MANUALS FOR TRAINING OF THE OWNERS PERSONNEL. DESCRIBE THE PROCEDURE TO OPERATE THE SYSTEM INCLUDING START-UP, OPERATION, EMERGENCY OPERATION AND SHUTDOWN. PROVIDE INSTRUCTIONS AND A SCHEDULE OF PREVENTIVE MAINTENANCE IN TABULAR FORM FOR ALL ROUTINE CLEANING, INSPECTION AND LUBRICATION WITH RECOMMENDED LUBRICANTS. PROVIDE INSTRUCTIONS FOR MINOR REPAIR OR ADJUSTMENTS REQUIRED FOR PREVENTIVE MAINTENANCE ROUTINES. PROVIDE MANUFACTURER'S DESCRIPTIVE LITERATURE INCLUDING APPROVED SHOP DRAWINGS COVERING DEVICES USED IN ANY CONTRACTOR-PROVIDED EQUIPMENT OR SYSTEMS WITH ILLUSTRATION, EXPLODED VIEWS, ETC.

H. WARRANTY: THE CONTRACTOR SHALL GUARANTEE ALL WORK EXECUTED UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM BENEFICIAL OCCUPANCY. ANY FAULTY MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER DURING THE GUARANTEE PERIOD.

I. PERMITS: SECURE AND PAY FOR ALL FEES, PERMITS, ETC. REQUIRED BY LOCAL AND STATE AGENCIES AND ALL LOCAL UTILITY COMPANIES.

J. REFERENCE SYMBOLS: THE ELECTRICAL "LEGEND" ON THE DRAWINGS IS A STANDARDIZED VERSION, AND ALL SYMBOLS SHOWN MAY NOT BE USED. USE THE "LEGEND" AS A REFERENCE FOR THE SYMBOLS USED ON THE DRAWINGS.

K. PENETRATION OF FIRE BARRIERS: ALL ELECTRICAL PENETRATIONS THROUGH FIRE RATED WALLS OR CEILING SHALL BE SEALED IN ACCORDANCE WITH NEC ARTICLE 300.21 AND THE FOLLOWING:

1. ALL HOLES OR VOIDS CREATED TO EXTEND ELECTRICAL SYSTEMS THROUGH FIRE RATED WALLS OR CEILING SHALL BE SEALED WITH AN ASBESTOS-FREE INTUMESCENT FIRE STOPPING MATERIAL CAPABLE OF EXPANDING 8 TO 10 TIMES WHEN EXPOSED TO TEMPERATURES 250 DEGREES F OR HIGHER.
2. MATERIALS SHALL BE SUITABLE FOR THE FIRE STOPPING OF PENETRATIONS MADE BY STEEL, GLASS, PLASTIC AND SHALL BE CAPABLE OF MAINTAINING AN EFFECTIVE BARRIER AGAINST FLAME, SMOKE AND GASES IN COMPLIANCE WITH THE REQUIREMENTS OF ASTM E814, UL 1479 AND THE UL FIRE RESISTANCE DIRECTORY REQUIREMENTS FOR THROUGH-PENETRATION FIRESTOP DEVICES (XHCR).
3. THE RATING OF THE FIRE STOPS SHALL BE THE SAME AS THE TIME-RATED WALL OR CEILING ASSEMBLY.
4. INSTALL FIRE STOPPING MATERIALS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

26 05 19 - WIRE AND CABLE

A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION.

B. MATERIALS:

1. ALL CONDUCTORS SHALL BE COPPER WITH TYPE XHHW, THWN, THW OR THHN INSULATION. MINIMUM BRANCH CIRCUIT CONDUCTOR SIZE SHALL BE 12 AWG. MINIMUM CONTROL CIRCUIT CONDUCTOR SIZE SHALL BE #18 AWG.
2. CONTROL CIRCUITS SHALL BE COPPER, STRANDED CONDUCTOR, 600V INSULATION, THHN/THWN, MINIMUM SIZE 18 AWG.
3. TYPE MC CABLE: SOLID COPPER CONDUCTOR, 600 VOLT THERMOPLASTIC INSULATION, RATED 90° C, INSULATED GREEN GROUNDING CONDUCTOR, AND GALVANIZED STEEL ARMOR OVER MYLAR. MC CABLE USED FOR FIRE ALARM WIRING SHALL BE COLORED RED AND LISTED FOR FIRE ALARM USE. MC CABLE UTILIZED IN PATIENT CARE AREAS SHALL QUALIFY AS AN EQUIPMENT GROUNDING CONDUCTOR IN ACCORDANCE WITH NEC 250.118.

C. INSTALLATION:

1. COLOR CODE WIRES BY LINE OR PHASE: 120/208V CONDUCTORS BLACK, RED, BLUE, AND WHITE.
2. DO NOT SHARE NEUTRAL CONDUCTORS. PROVIDE A DEDICATED NEUTRAL CONDUCTOR FOR EACH BRANCH CIRCUIT THAT REQUIRES A NEUTRAL.
3. USE PROPERLY SIZED INSULATED SPRING WIRE CONNECTORS WITH PLASTIC CAPS FOR ALL CONDUCTORS #6 AWG AND SMALLER. TERMINATE #6 AWG AND LARGER CONDUCTORS WITH CRIMP OR COMPRESSION TYPE CONNECTORS INSTALLED WITH TOOL. RECOMMENDED BY CONNECTION MANUFACTURER AND INSULATE WITH PROPERLY SIZED 600 VOLT RATED HEAT SHRINK TUBING.
4. UNLESS OTHERWISE NOTED, EQUIPMENT WITH CIRCUIT AND PANEL IDENTIFICATION ARE 3/8"2 AWG. 120V CIRCUITS GREATER THAN 75 FEET IN LENGTH SHALL BE INCREASED IN SIZE TO #10 AWG.
5. INSTALLATION SCHEDULE: BUILDING WIRE IN RACEWAYS AT ALL LOCATIONS UNLESS OTHERWISE NOTED. PROVIDE XHHW-2 FOR FEEDERS AND IN EXTERIOR LOCATIONS. TYPE MC CABLE MAY BE USED FOR BRANCH CIRCUIT WIRING IN DRY, INTERIOR, CONCEALED LOCATIONS OTHER THAN HOMERUNS. HOMERUNS SHALL BE BUILDING WIRE IN RACEWAY.
6. AT THE CONTRACTOR'S OPTION, PORTIONS OF THE FIRE ALARM WIRING IN DRY, CONCEALED LOCATIONS MAY BE INSTALLED IN FIRE ALARM METAL CLAD CABLE.

26 05 26 - GROUNDING AND BONDING

A. SUBMITTALS: SUBMIT PRODUCT DATA FOR GROUND RODS.

B. MATERIAL: SOLID GROUND RODS: COPPER-EMCASED STEEL, 3/4 INCH DIAMETER, MINIMUM LENGTH 10 FEET.

C. INSTALLATION:

1. PROVIDE A SEPARATE, INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL BRANCH CIRCUITS AND FEEDERS. TERMINATE EACH END ON A GROUNDING LUG, BUS, OR BUSHING.
2. MECHANICAL CONNECTORS: NON-REVERSIBLE CRIMP TYPE LUGS ONLY. USE FACTORY MADE COMPRESSION LUG FOR ALL TERMINATIONS. FOR TELECOMMUNICATION SYSTEMS USE COPPER, COPPER ALLOY, OR TIN-PLATED COPPER, NON-REVERSIBLE LONG BARREL CRIMP TYPE BOLT LUGS WITH TWO BOLT TONGUES FOR 6 AWG OR LARGER CONDUCTORS. CRIMP TYPE ONE HOLE FOR CONDUCTORS SMALLER THAN 6 AWG.
3. BOND TOGETHER SYSTEM NEUTRALS. SERVICE EQUIPMENT ENCLOSURES, EXPOSED NON-CURRENT CARRYING METAL PARTS OF ELECTRICAL EQUIPMENT, METAL RACEWAY SYSTEMS, GROUNDING CONDUCTOR IN RACEWAYS AND CABLES, RECEPTACLE GROUND CONNECTORS, AND PLUMBING AND FUEL SYSTEMS.

26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION.

B. MATERIAL: SUPPORT CHANNEL SHALL BE GALVANIZED OR PAINTED STEEL. HARDWARE SHALL BE CORROSION RESISTANT.

C. INSTALLATION: EQUIPMENT WEIGHING MORE THAN 50 POUNDS SHALL BE ADEQUATELY ANCHORED TO THE BUILDING STRUCTURE TO RESIST LATERAL EARTHQUAKE FORCES. PROVIDE SAFETY CHAINS FOR LIGHT FIXTURES, SUPPORTED FROM T-BAR OR OTHER CEILING SUSPENSION SYSTEM, CAPABLE OF SUPPORTING A MINIMUM OF 200 POUNDS. ATTACH SAFETY CHAINS AT EACH CORNER OF FIXTURE CONNECTED SUCH THAT FIXTURE WILL NOT DROP BELOW A HEIGHT OF 7'-6" IN THE EVENT OF A CEILING SUSPENSION SYSTEM FAILURE.

26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION. SUBMIT PRODUCT DATA FOR FLOORBOXES.

B. MATERIALS:

1. RIGID STEEL CONDUIT: ANSI C80.1. FITTINGS AND CONDUIT BODIES: ANSINEMA FB 1; 1. THREADED TYPE WITH INSULATED THROAT BUSHINGS; MATERIAL TO MATCH CONDUIT.
2. INTERMEDIATE METAL CONDUIT (IMC): GALVANIZED STEEL. FITTINGS AND CONDUIT BODIES: ANSINEMA FB 1; USE FITTINGS AND CONDUIT BODIES SPECIFIED ABOVE FOR RIGID STEEL CONDUIT.
3. ELECTRICAL METALLIC TUBING CONDUIT (EMT): ANSI C80.3. GALVANIZED TUBING. FITTINGS AND CONDUIT BODIES: ANSINEMA FB 1; STEEL OR MALLEABLE IRON, COMPRESSION TYPE OR SET SCREW FITTINGS WITH INSULATED THROAT BUSHINGS. DIE-CAST FITTINGS ARE NOT ACCEPTABLE. MAXIMUM SIZE SHALL BE 2". PROVIDE FACTORY ELBOWS ON SIZES 1-1/2" AND LARGER.
4. FLEXIBLE METAL CONDUIT: F5. W/NO-680. STEEL, FULL WALL THICKNESS. REDUCED WALL, FLEXIBLE METAL CONDUIT IS NOT ACCEPTABLE. FITTINGS AND CONDUIT BODIES: ANSINEMA FB 1; STEEL OR MALLEABLE IRON WITH INSULATED THROAT BUSHINGS. DIE CAST FITTINGS ARE NOT ACCEPTABLE.
5. LIQUIDTIGHT FLEXIBLE CONDUIT: FLEXIBLE METAL CONDUIT WITH PVC JACKET. FITTINGS AND CONDUIT BODIES: ANSINEMA FB 1; STEEL OR MALLEABLE IRON WITH INSULATED THROAT BUSHINGS. DIE CAST FITTINGS ARE NOT ACCEPTABLE.
6. RIGID NONMETALLIC CONDUIT: NEMA TC 2; SCHEDULE 40 PVC, RATED FOR 90° C CABLE.
7. PROVIDE GALVANIZED OR CADMIUM PLATED, ONE PIECE PRESSED STEEL OUTLET BOXES 4 INCH SQUARE OR OCTAGONAL, 1-1/2 INCHES DEEP MINIMUM SIZE FOR USE IN INTERIOR AREAS.
8. FOR TELECOMMUNICATIONS SYSTEMS, OUTLET BOXES SHALL BE 4 INCHES SQUARE, 2-1/4 INCHES DEEP MINIMUM.
9. PROVIDE CAST ALUMINUM OR FERROALLOY TYPE BOXES WITH GASKETED COVER, THREADED HUBS AND NEMA 3R RATING FOR USE IN EXTERIOR OR WET LOCATIONS.

C. INSTALLATION:

1. CONDUIT SHALL BE ROUTED CONCEALED EXCEPT WHERE REQUIRED FOR EQUIPMENT CONNECTIONS, UNLESS OTHERWISE NOTED.
2. INSTALL CONDUIT FOR ALL SYSTEMS UNLESS OTHERWISE NOTED.
 - 2.1. INDOOR: 3/4 INCH MINIMUM SIZE, EXCEPT CONDUIT FOR SPECIAL SYSTEMS SHALL BE 3/4 INCH MINIMUM.
 - 2.2. OUTDOOR: 1 INCH MINIMUM SIZE.
3. IN SLAB ABOVE GRADE, EXPOSED OUTDOOR LOCATIONS, WET INTERIOR LOCATIONS, AND FEEDERS SHALL BE RIGID STEEL CONDUIT OR INTERMEDIATE METAL CONDUIT. BELOW SLAB MAY BE NON-METALLIC PVC CONDUIT.
4. EXPOSED DRY INTERIOR LOCATIONS SHALL BE RIGID STEEL CONDUIT OR INTERMEDIATE METAL CONDUIT. ELECTRICAL METALLIC TUBING MAY BE USED EXPOSED WHEN INSTALLED ON THE CEILING, A MINIMUM OF TEN FEET ABOVE THE FLOOR OR WHERE NOT SUBJECT TO PHYSICAL DAMAGE. EMT MAY ALSO BE USED FOR CONCEALED, DRY, INTERIOR LOCATIONS.
5. PULL, JUNCTION, AND SPLICE BOXES SHALL BE SIZED AND INSTALLED PER THE NATIONAL ELECTRICAL CODE.
6. MOTOR AND EQUIPMENT CONNECTIONS SHALL BE SHORT EXTENSIONS OF FLEXIBLE METAL CONDUIT TO ALLOW FOR VIBRATION. LIQUIDTIGHT FLEXIBLE CONDUIT SHALL BE USED FOR THESE CONNECTIONS IN DAMP OR WET LOCATIONS.
7. ALL CONDUIT FOR THE TELECOMMUNICATIONS DISTRIBUTION SYSTEM SHALL BE INSTALLED WITH NO MORE THAN THREE 90-DEGREE BENDS BETWEEN PULLBOXES. PULL BOXES SHALL NOT BE USED IN LIEU OF CONDUIT BENDS. CONDULETS (LB FITTINGS) SHALL NOT BE INSTALLED IN ANY TELECOMMUNICATIONS RACEWAY.
8. PROVIDE OUTLET BOXES AS SHOWN ON THE DRAWINGS, AND AS REQUIRED FOR SPLICES, TAPS, WIRE PULLING, EQUIPMENT CONNECTIONS, DEVICE INSTALLATION AND CODE COMPLIANCE.
9. DO NOT INSTALL BOXES BACK-TO-BACK IN WALLS. PROVIDE A MINIMUM 6 INCH SEPARATION FOR MINIMUM SOUND TRANSMISSION.
10. USE MULTIPLE GANG BOXES WHERE MORE THAN ONE DEVICE ARE MOUNTED TOGETHER; DO NOT USE SECTIONAL BOXES.
11. SUPPORT BOXES INDEPENDENTLY OF CONDUIT.
12. COORDINATE MOUNTING HEIGHTS AND LOCATIONS OF OUTLETS MOUNTED ABOVE COUNTERS, BENCHES AND BACKSPLASHES.

26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

A. SUBMITTALS: NONE REQUIRED FOR THIS SECTION.

B. MATERIALS:

1. NAMEPLATES: ENGRAVED THREE-LAYER LAMINATED PLASTIC, WHITE LETTERS ON A BLACK BACKGROUND. NAMEPLATES SHALL BE PROVIDED TO IDENTIFY ALL ELECTRICAL DISTRIBUTION AND CONTROL EQUIPMENT AND LOADS SERVED.
2. TAPE LABELS: ADHESIVE TAPE LABELS, WITH 3/16 INCH BOLD BLACK LETTERS ON CLEAR BACKGROUND MADE USING DYMO RHINOPRO 6000 OR EQUAL LABEL PRINTER.
3. WIRE AND CABLE MARKERS: CLOTH MARKERS, SPLIT SLEEVE OR TUBING TYPE.

C. INSTALLATION:

1. GEAR: PROVIDE ENGRAVED THREE-LAYER LAMINATED PLASTIC NAMEPLATES WITH WHITE LETTERS ON A BLACK BACKGROUND TO IDENTIFY ALL ELECTRICAL DISTRIBUTION, CONTROL EQUIPMENT, LOADS SERVED, AND LOW-VOLTAGE SYSTEM PANELS.
2. CONDUITS: MARK ALL CONDUITS ENTERING OR LEAVING PANELBOARDS WITH INDELEBIL BLACK MAGIC MARKER WITH THE CIRCUIT

NUMBERS OF THE CIRCUITS CONTAINED INSIDE. LABEL FEEDER CONDUITS AND SPARE CONDUITS AT EACH END WITH SOURCE AND TERMINATION POINT.

3. JUNCTION BOXES: MARK ALL CIRCUIT NUMBERS OF WIRING ON ALL JUNCTION BOXES WITH SHEET STEEL COVERS. MARK WITH INDELEBIL BLACK MARKER. ON EXPOSED JUNCTION BOXES IN PUBLIC AREAS, MARK ON INSIDE OF COVER. MARK ALL FIRE ALARM SYSTEM JUNCTION BOXES WITH SHEET STEEL COVERS WITH "FA". MARK WITH INDELEBIL RED MARKER. MARK ALL OTHER SPECIAL SYSTEM JUNCTION BOXES WITH SHEET STEEL COVERS.

4. WIRE IDENTIFICATION: PROVIDE WIRE MARKERS ON EACH CONDUCTOR IN PANELBOARD GUTTERS, PULL BOXES, OUTLET AND JUNCTION BOXES, AND AT LOAD CONNECTION. MARKERS SHALL BE LOCATED WITHIN ONE INCH OF EACH CABLE END, EXCEPT AT PANELBOARDS, WHERE MARKERS FOR BRANCH CIRCUIT CONDUCTORS SHALL BE VISIBLE WITHOUT REMOVING PANEL DEADFRONT.

5. DEVICE PLATES: LABEL EACH RECEPTACLE DEVICE PLATE OR POINT OF CONNECTION DENOTING THE PANELBOARD NAME AND CIRCUIT NUMBER. INSTALL LABEL ON THE TOP OF EACH PLATE.

26 27 26 - WIRING DEVICES

A. SUBMITTALS: SUBMIT PRODUCT DATA FOR APPROVAL.

B. MATERIALS:

1. WALL SWITCHES: SWITCHES FOR LIGHTING CIRCUITS SHALL BE NEMA WD1 AND FEDERAL SPECIFICATION FS W-896 AC GENERAL USE SNAP SWITCH WITH TOGGLE HANDLE, RATED 20 AMPERES AND 120-277 VOLTS AC, HANDLE: WHITE NYLON.
2. RECEPTACLES: CONVENIENCE AND STRAIGHT BLADE RECEPTACLES SHALL BE NEMA AND FEDERAL SPECIFICATION FS W-C-596, TYPE 5-20R, WHITE NYLON FACE. SPECIFIC USE RECEPTACLES SHALL BE NEMA WD1 OR WD5; AS REQUIRED TO MATCH LOAD SERVED, BLACK PHENOLIC FACE. GFCI RECEPTACLES SHALL BE 20A, DUPLEX CONVENIENCE RECEPTACLE WITH INTEGRAL CLASS "A" GROUND FAULT CURRENT INTERRUPTER AND LOCKOUT FEATURE. TAMPERPROOF RECEPTACLES SHALL BE UL 489. RECEPTACLES INSTALLED IN EXTERIOR LOCATIONS SHALL BE RATED WEATHER RESISTANT. CONTROLLED RECEPTACLES SHALL BE IDENTIFIED AS CONTROLLED.
3. WALL PLATES: DECORATIVE COVER PLATES IN FINISHED AREAS SHALL BE 430 OR 302 STAINLESS STEEL, WEATHERPROOF COVER PLATES SHALL BE GASKETED STAINLESS STEEL WITH HINGED GASKETED DEVICE COVERS. DEVICE PLATES FOR WET LOCATION RECEPTACLES SHALL BE "IN USE" TYPE. PROVIDE 1/2 INCH RAISED, SQUARE, GALVANIZED OR CADMIUM PLATED, PRESSED STEEL COVER PLATE SUPPORTING DEVICES INDEPENDENT OF THE OUTLET BOX FOR ALL EXPOSED WORK.

C. INSTALLATION:

1. UNLESS OTHERWISE NOTED ON THE DRAWINGS, INSTALL RECEPTACLES 18 INCHES ABOVE FINISH FLOOR, 4 INCHES ABOVE COUNTERS AND BACKSPLASHES WITH GROUNDING POLE ON BOTTOM. UNLESS OTHERWISE NOTED DIMENSIONS ARE TO CENTERLINE OF OUTLET.
2. INSTALL WALL SWITCHES AND DIMMERS 48 INCHES ABOVE FLOOR, OFF POSITION DOWN.
3. INSTALL GALVANIZED STEEL PLATES ON OUTLET BOXES AND JUNCTION BOXES IN UNFINISHED AREAS, ABOVE ACCESSIBLE CEILINGS, AND ON SURFACE-MOUNTED OUTLETS.
4. INSTALL RECEPTACLES IN EXTERIOR LOCATIONS FLUSH WITH WALL.

26 28 19 - ENCLOSED SWITCHES

A. SUBMITTALS: SUBMIT PRODUCT DATA FOR APPROVAL.

B. MATERIALS:

1. MANUFACTURERS: SQUARE D, GE, EATON, OR EQUAL.
2. FUSIBLE SWITCH ASSEMBLIES: NEMA KS 1; TYPE HD; QUICK-MAKE, QUICK-BREAK, HEAVY-DUTY LOAD INTERRUPTER ENCLOSED KNIFE SWITCH WITH EXTERNALLY OPERABLE HANDLE, INTERLOCKED TO PREVENT OPENING FRONT COVER WITH SWITCH IN ON POSITION. HANDLE LOCKABLE IN OFF POSITION. ENCLOSURE SHALL BE NEMA KS 1; TYPE 1, 3R OR 4S AS INDICATED ON DRAWINGS. FUSES SHALL BE CLASS RK1; RK5; DUAL ELEMENT, CURRENT LIMITING, TIME DELAY, ONE-TIME FUSES, 600V, WITH AN INTERRUPTING RATING OF 200,000 RMS AMPERES.
3. NONFUSIBLE SWITCH ASSEMBLIES: SAME CRITERIA AS ABOVE WITHOUT THE FUSES.

C. INSTALLATION:

1. INSTALL DISCONNECT SWITCHES IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. FIELD LOCATE FINAL LOCATION OF DISCONNECTS TO ALLOW READY ACCESS AND NEC 110.26 WORKING CLEARANCES WHERE APPLICABLE.
2. ALL FUSED DISCONNECTS SHALL HAVE SIGNAGE FOR ARC HAZARD INSTALLED. THE MARKING SHALL BE LOCATED TO BE CLEARLY VISIBLE TO QUALIFIED PERSONNEL BEFORE EXAMINATION, ADJUSTMENT, SERVICING OR MAINTENANCE OF THE EQUIPMENT. AT A MINIMUM THE 3-LINE SIGNAGE SHALL STATE THE FOLLOWING: WARNING - ARC FLASH AND SHOCK HAZARD - APPROPRIATE PPE REQUIRED.

26 50 00 - LIGHTING FIXTURES

A. SUBMITTALS: SUBMIT PRODUCT DATA FOR APPROVAL.

B. MATERIALS:

1. LUMINAIRES: PROVIDE AND INSTALL ALL LIGHTING EQUIPMENT OR APPROVED EQUAL AS SHOWN ON THE DRAWINGS AND DESCRIBED IN THE "FIXTURE SCHEDULE". PROVIDE LIGHTING EQUIPMENT COMPLETE, WIRED, ASSEMBLED, WITH PROPER FLANGES, MOUNTING SUPPORTS, HARDWARE, ETC. ALL LIGHTING EQUIPMENT INSTALLED IN LAY-IN TYPE CEILINGS SHALL BE PROVIDED WITH SAFETY CHAINS, CAPABLE OF SUPPORTING 200 POUNDS, SECURELY FASTENED TO THE LIGHT FIXTURE AND THE BUILDING STRUCTURE SO THAT NO PART OF THE FIXTURE WILL DROP BELOW A HEIGHT OF 7'-6" ABOVE THE FLOOR IN THE EVENT OF A CEILING SUSPENSION SYSTEM FAILURE.
2. LED DRIVERS: PROVIDE UL LISTED POWER SUPPLY AS RECOMMENDED BY THE LED FIXTURE MANUFACTURER FOR OPERATION OF THE SPECIFIED LED LAMPS. POWER SUPPLY SHALL BE INTEGRAL TO THE LUMINAIRE UNLESS OTHERWISE NOTED ON THE PLANS. POWER SUPPLY SHALL OPERATE AT THE SUPPLY VOLTAGE INDICATED ON THE PLANS AND SHALL BE LISTED FOR STARTING AND OPERATING THE LAMPS AT 75F AVERAGE INDOOR TEMPERATURE AND -20F WHERE INSTALLED OUTDOORS.
3. LED DIMMING DRIVERS: PROVIDE UL LISTED 0-10V DIMMING BALLAST AS RECOMMENDED BY THE LED FIXTURE MANUFACTURER FOR OPERATION OF THE SPECIFIED LED LAMPS, FULLY COMPATIBLE WITH THE DIMMING SYSTEM OR DIMMING SWITCH CONTROLLING THE FIXTURE. DRIVER SHALL BE INTEGRAL TO THE FIXTURE AND CAPABLE OF DIMMING THE LUMINAIRE TO 10% OUTPUT MINIMUM UNLESS OTHERWISE SCHEDULED ON THE PLANS. POWER SUPPLY SHALL BE DUAL VOLTAGE (120/277V) WHERE AVAILABLE AND OPERATE AT THE SUPPLY VOLTAGE INDICATED ON THE PLANS.
4. LED LAMPS: UNLESS OTHERWISE SCHEDULED ON THE PLANS, PROVIDE NOMINAL 4000 K, WITH MINIMUM 75CRI AND A MINIMUM L70 LAMP LIFE OF 50,000 HOURS.
5. LED EMERGENCY DRIVERS: UL LISTED, FACTORY INSTALLED, SELF-CONTAINED EMERGENCY POWER SUPPLY AS RECOMMENDED BY THE LUMINAIRE MANUFACTURER, WITH MINIMUM WATTAGE, VOLTAGE AND AMPERE RATINGS SUITABLE OF AUTOMATICALLY OPERATING THE SPECIFIED FIXTURE AT 90 MINUTES UNDER LOSS OF UTILITY POWER: 120/277V INPUT.
6. LIGHT POLES: AS SCHEDULED ON PLANS.

C. INSTALLATION:

1. PENDANT AND TRACK LUMINAIRES SHALL BE INSTALLED PLUMB AND LEVEL.
2. INSTALL RECESSED LUMINAIRES TO PERMIT REMOVAL FROM BELOW. USE PLASTER FRAMES IN HARD CEILINGS.
3. SUPPORT LUMINAIRES IN SUSPENDED CEILINGS FROM STRUCTURE ABOVE USING A MINIMUM OF (4) ANCHORS IN ACCORDANCE WITH SECTION 26 05 29.
4. PROVIDE LUMINAIRE DISCONNECTING MEANS IN BALLAST CHANNEL OF EACH LIGHT FIXTURE TO MEET 2014 NEC 410.130(G) REQUIREMENTS. WHERE THE LUMINAIRE IS FED FROM A MULTI-WIRE BRANCH CIRCUIT, PROVIDE MULTI-POLE DISCONNECT TO SIMULTANEOUSLY BREAK ALL SUPPLY CONDUCTORS TO THE BALLAST, INCLUDING THE GROUNDED CONDUCTOR.
5. LUMINAIRE POLE BASES: SIZE AND CONSTRUCTED AS INDICATED ON DRAWINGS. PROJECT ANCHOR BOLTS 2 INCHES MINIMUM ABOVE BASE. INSTALL POLES ON BASES PLUMB; PROVIDE DOUBLE NUTS FOR ADJUSTMENT AND POLE BASE COVERS. AFTER ADJUSTING OF POLE TO BE VERTICAL, PACK GROUT UNDER POLE BASE TO PROVIDE FULL CONTACT WITH THE FOUNDATION.
6. AIM ALL LUMINAIRES AND EMERGENCY LIGHTING UNITS THAT HAVE ADJUSTABLE LAMPS OR LENSES.
7. TEST OPERATION OF ALL EMERGENCY LIGHTS BY SIMULATING A POWER OUTAGE FOR 90 MINUTES. CONFIRM THAT ALL EMERGENCY LIGHTING IS OPERATIONAL AND MEETS THE REQUIREMENTS OF NEC 700.12(A). CORRECT ALL DEFICIENCIES PRIOR TO SUBSTANTIAL COMPLETION.

33 71 13 - ELECTRICAL UTILITY SERVICES

A. SUMMARY: THIS SECTION INCLUDES EQUIPMENT AND COORDINATION WITH LOCAL UTILITY TO OBTAIN PERMANENT ELECTRICAL SERVICE FOR THE FACILITY. THIS WILL INVOLVE COORDINATING WITH THE UTILITY TO INSTALL A NEW UNDERGROUND LINE TO FEED THE FACILITY. SEE POWER ONE-LINE DIAGRAM FOR SERVICE SIZE AND CONFIGURATION.

B. SUBMITTALS: SUBMIT PRODUCT DATA FOR APPROVAL.

C. MATERIALS:

1. METER: FURNISHED AND INSTALLED BY THE UTILITY COMPANY.
2. CURRENT TRANSFORMER CABINET: NEMA 3R, UL 414 LISTED, MINIMUM SIZE AS REQUIRED BY THE LOCAL UTILITY. ALL CURRENT TRANSFORMER CABINETS AND COMPARTMENTS SHALL HAVE HINGED FRONT COVER ACCESS TO THE CURRENT TRANSFORMERS. THE HINGED FRONT COVER SHALL BE LOCKABLE AND SHALL ACCEPT A PADLOCK WITH A SHACKLE DIAMETER OF NOT LESS THAN 5/16 INCH. CURRENT TRANSFORMER CABINETS FOR SERVICES FROM 201 AMPERES TO 800 AMPERES SHALL HAVE 1/4 X 20 MOUNTING STUDS ON THE ENCLOSURE BODY SPACED TO ACCEPT A CURRENT TRANSFORMER MOUNTING BASE.

D. INSTALLATION:

1. MAKE ARRANGEMENTS WITH UTILITY COMPANY TO OBTAIN PERMANENT ELECTRIC SERVICE TO THE PROJECT.
2. METER SOCKETS SHALL BE INSTALLED WITH THE CENTERLINE OF THE SOCKET OPENING NO MORE THAN 72 INCHES AND NO LESS THAN 60 INCHES ABOVE FINISHED GRADE. THE METER SOCKET SHALL BE INSTALLED WITH A MINIMUM 10 INCHES OF SIDE CLEARANCE TO EACH SIDE OF THE SOCKET.

3. ALL SERVICE ENTRANCE EQUIPMENT SHALL HAVE SIGNAGE FOR ARC HAZARD INSTALLED. THE MARKING SHALL BE LOCATED TO BE CLEARLY VISIBLE TO QUALIFIED PERSONNEL BEFORE EXAMINATION, ADJUSTMENT, SERVICING OR MAINTENANCE OF THE EQUIPMENT. AT A MINIMUM THE 3-LINE SIGNAGE SHALL STATE THE FOLLOWING: WARNING - ARC FLASH AND SHOCK HAZARD - APPROPRIATE PPE REQUIRED.



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

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Michael Terrell - Landscape Architecture, PLLC
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ENGINEER'S SEAL



MONTROSE SOFTBALL FIELDS

POST FALLS, IDAHO

ELECTRICAL SPECIFICATIONS

REVISION	DATE
△	
△	
△	
△	

PRO NUMBER	22-033
DATE	10/30/2024
DRAWN BY	RAM
CHECKED BY	ATW

SHEET #

E-6

IKWR
ELECTRICAL CONSULTING & DESIGN
5915 S REGAL ST., SUITE 201
SPOKANE, WA 99223
PH: 509.473.9218
www.ikwrllc.com

Exhibit B

Montrose Sports Complex Bid Amounts		
		Bid Amount
Earth Work		\$ 510,258.06
Concrete		\$ 182,786.00
Paving		\$ 135,290.00
Landscape		\$ 555,600.00
Fencing		\$ 523,278.00
Electrical		\$ 89,838.50
Surveying		\$ 29,500.00
Testing and Inspection		\$ 11,400.00
Landscape Design		\$ 85,500.00
Civil Engineering		\$ 12,400.00
Total Amount		\$ 2,135,850.56
Amount Greenstone-Kootenai II is responsible for		\$ 2,052,484.56
City of Post Falls Reimbursement		\$ 83,366.00



Phase 1

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Fair, Parks and Recreation Director

SUBJECT: Montrose Park Impact Fee Amendment

ITEM AND RECOMMENDED ACTION:

This is Addendum 1 to the Montrose PUD Master Development Agreement. It is staff's recommendation that the council approve this amendment, which will authorize the city to begin collecting park impact fees in the Montrose Development.

DISCUSSION:

In 1996, just before the city started collecting impact fees, Greenstone-Kootenai II and the city agreed not to collect park impact fees with the understanding that Greenstone would build city parks in lieu of the impact fees. Over the years, as phases, timing and public needs changed, so did the park plans. Greenstone's obligation to construct city parks since 1996 will be fulfilled with the construction of the Montrose Sports Complex and beginning in June of this year, the city will begin collecting park impact fees to offset the impact of continued growth in Montrose on the parks system.

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. Signed Addendum 1 to Montrose PUD

ADDENDUM 1 to the MONTROSE PUD MASTER DEVELOPMENT AGREEMENT

Recorded as Kootenai County Instrument Number 1572462

This Park Impact Fee Agreement (“**Agreement**”) is entered into this ____ day of _____, 2025, between the City of Post Falls, Idaho (“**City**”) and Greenstone-Kootenai II (“**GK II**”) to confirm the parties’ understanding regarding the collection of park impact fees in the Montrose Subdivision and GK II’s obligations to dedicate land, and design and construct, at its sole expense, public park improvements equivalent to the amount of previously waived impact fees and to transfer such amenities to the City. This Agreement shall not be binding upon either party unless and until all parties have executed and delivered this Agreement.

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

RECITALS:

1. GK II is the successor in interest to Greenstone-Kootenai Inc. and the Schneidmiller Land Company who in 1998 sought development of the Montrose PUD within Post Falls and who entered into a Master Development Agreement (“MDA”) with the City on May 5, 1998, which was recorded as Kootenai County Instrument Number 1572462.
2. That agreement, in conjunction with the September 11, 1998 Phased Subdivision Development Agreement, recorded as Kootenai County Instrument Number 1558144, and the Findings of Facts and Conclusions of Law approving the Montrose PUD, approved by the City Council on May 5, 1998, required GK II’s predecessors to construct and dedicate to the City two public parks in exchange for the City waving park impact fees for the development, in addition to other requirements.
3. The above agreements remain binding on GK II as successor in interest to the approved Montrose PUD.
4. On April 16, 2019, the parties entered into a Park Improvement Agreement outlining GK II’s obligation construct a park at a mutually agreeable location and to transfer ownership of the park to the City by January 1, 2021 in partial fulfillment of GK II’s obligations under the earlier agreements.
5. Since that time the parties have had ongoing discussions regarding the appropriate locations and amenities to be constructed by GK II to fulfill its obligations under the above referenced agreements which delayed construction and dedication of the facilities.
6. The parties have restructured GK II’s existing commitments for both dedicating land and designing and constructing fields, including the ability of GK II to seek partial reimbursement from park impact fees requiring a Construction Improvement Agreement, which will substitute and replace the existing Park Improvement Agreement.
7. The parties have also concluded that it is no longer desirable to waive park impact fees moving forward in exchange for GK II constructing public park facilities for the City as originally contemplated. Instead, the parties enter into this Addendum 1 to the Montrose PUD Master Development Agreement.

AGREEMENT:

1. Recitals True: The parties agree that the recitals above are true and correct.
2. Termination of Waiver of Park Impact Fees: The parties agree that the waiver of park impact fees addressed in Section 5 of the MDA will terminate on June 1, 2025. Beginning the following day, building permits sought for any construction within the areas subject to the MDA will be assessed park impact fees pursuant to the existing fee schedule adopted by the Post Falls City Council. GK II agrees to notify all parties purchasing properties subject to the MDA of this Addendum and the requirement to pay park impact fees.
3. Use of Prior Waived Impact Fees: The parties agree that since the execution of the MDA, the City has waived approximately \$2,052,484.72 in park impact fees. Since the execution of the MDA GK II has dedicated to the City a 2.97-acre parcel of real property located adjacent to West Ridge Elementary School for public use (Kootenai County AIN 224063). Additionally, GK II will transfer an additional 2.07-acre parcel adjacent to this school site parcel for public use (AIN 257549). GK II will also improve, and construct ball fields (hereinafter "Fields") located at the corner of Seltice Way and Empire Center Blvd (AIN 351374 and 188398) by no later than December 1, 2025, and upon completion of construction will transfer ownership and control of such ball fields to the City. The timing of the construction and development of the Fields are addressed in the parties' Construction Improvement Agreement of even date. In recognition of these commitments the parties agree and resolve that GK II's improvements and dedications are roughly proportionate to the amount of the City's prior waived park impact fees, identified herein and agree that such improvements and dedications will be accepted in partial satisfaction of that prior obligation. The parties also specifically recognize and covenant that GK II shall be entitled to seek recovery of a portion of such improvement costs for the development of the Fields from park impact fees as agreed in the Construction Improvement Agreement.
4. Entire Agreement/No Other Modification: This Agreement constitutes the entire agreement of the parties with respect to terminating the City's waiver of park impact fees and this Addendum supersedes and replaces all written and oral agreements previously made or existing between the parties concerning the waiver of park impact fees. All other obligations contained in other agreements between the parties, including, but not limited to, the Master Development Agreement and the Phased Subdivision Development Agreement, and the Construction improvement Agreement remain in full force and effect without modification.

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

City of Post Falls

Greenstone-Kootenai II

Mayor Ronald G. Jacobson


Kevin Schneidmiller, President

Date Executed: _____

Date Executed: 4/11/25

ATTEST:

Shannon Howard, City Clerk

STATE OF IDAHO)
 :SS
County of Kootenai)

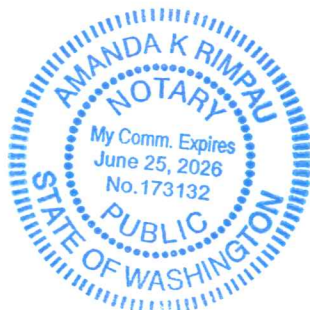
On this ____ day of ____, 20__, before me, a Notary for the state of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the Mayor and City Clerk, of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to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

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

Notary Public for the state of Idaho
Commission Expires:_____

State of Idaho)
 : SS
County of Kootenai)

This record was acknowledged before me on 4/24/2025 by Kevin Schneidmiller as President of Kootenai-Greenstone II, Inc.



[Signature] ^{MR}
Notary Public for the State of Idaho
My Commission Expires: Washington
June 25, 2026

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Seale, Community Development Director

SUBJECT: Declaration of Intent to Exchange Real Property - SW Corner of Mullan Ave. and Lincoln St.

ITEM AND RECOMMENDED ACTION:

Staff is requesting that the City Council declare the intent to exchange real property and that it to be in the best interest of the city and that a public hearing will be held on the proposed exchange.

DISCUSSION:

The Community Development Department is requesting the City Council to Declare their intent to exchange the .20 acre property located at the southwest corner of Mullan Ave and Lincoln St., in exchange for a 20 foot easement centering on a waterline crossing the John C. Young Family, LLC property as depicted in the attached exhibit. The .20 acre property was originally dedicated to the City in July of 1980 by John C. Young for the use and maintenance of a water line. No water line or other utility was ever located within the .20 acre property and is of no value or use to the city in its configuration and with its use restriction.

Late last year the architect and representative of the Young Family approached the Community Development Department with plans to do a major redevelopment of the site, including parking lot and access improvements on the north side of their property. The desired access would require crossing the city-owned property or severely limit the redevelopment potential of the building. After further discussion and research by Community Development staff, it was determined the city-owned property had never been utilized for its intended purpose and there were no plans or route to do so. Additionally, when it was discovered the land was dedicated by the same family intending to redevelop the parcel, staff recommended relinquishing the City's interest in the parcel in exchange for the easement, allowing the family to make the desired improvements to the property.

Idaho Code 50-1402 requires that, prior to exchanging real property, the City must declare its intent to exchange the property on the record at a public meeting. Thereafter the City must hold a public hearing on the proposed exchange prior to moving forward with the proposal. By approving this agenda item, the Council is declaring its intent to exchange property in compliance with I.C. 50-1402.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 25, 1980, quitclaim from John C. Young to the City of Post Falls

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Potential increase in tax revenue with redevelopment of parcel and returning unused city land to taxable use.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Land transfer Mullen Ave PowerPoint Presentation
2. 2025.3.25 Draft Easement
3. Young Water Easement Exhibit
4. 2025.3.24 Quitclaim City to Young
5. 1980 Quit Claim



Declaration of Intent to Exchange Real Property

503 E Seltice Way

Bob Seale, AICP
Community Development Director
May 6, 2025

Overview: Declaration of Intent to Exchange Real Property

If Council wishes to proceed with process:

- **Council to announce they will consider the exchange at a public hearing at least 14 days from today.**
- **A public hearing date will be set and published.**

At the public hearing:

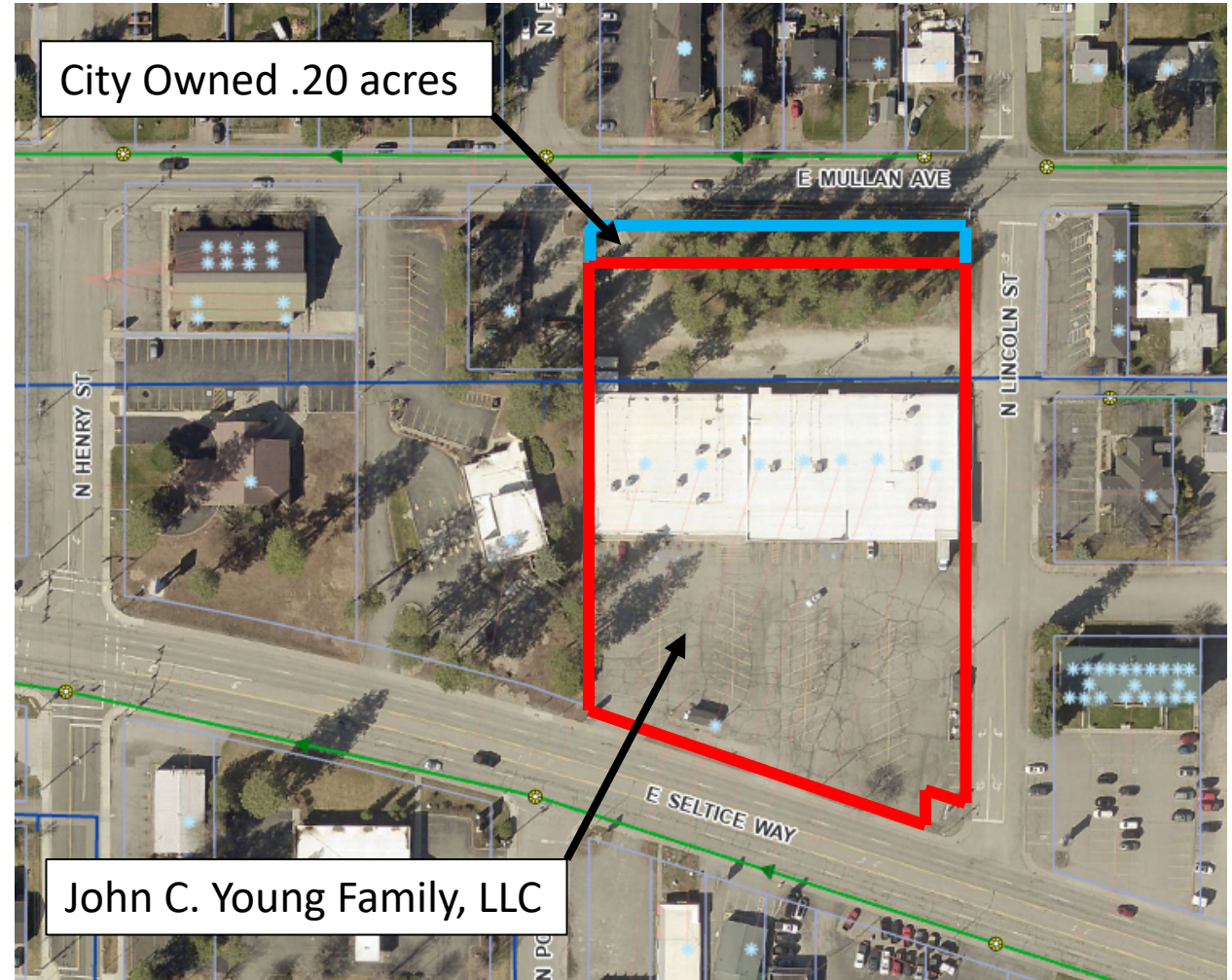
- **City will consider if it is in the best interest of the city.**
- **Declare no value, due to encumbrances.**
- **Announce terms of exchange.**
 - **Easement in exchange for strip of land.**
- **Take public comment and make decision.**

Highlights of Presentation

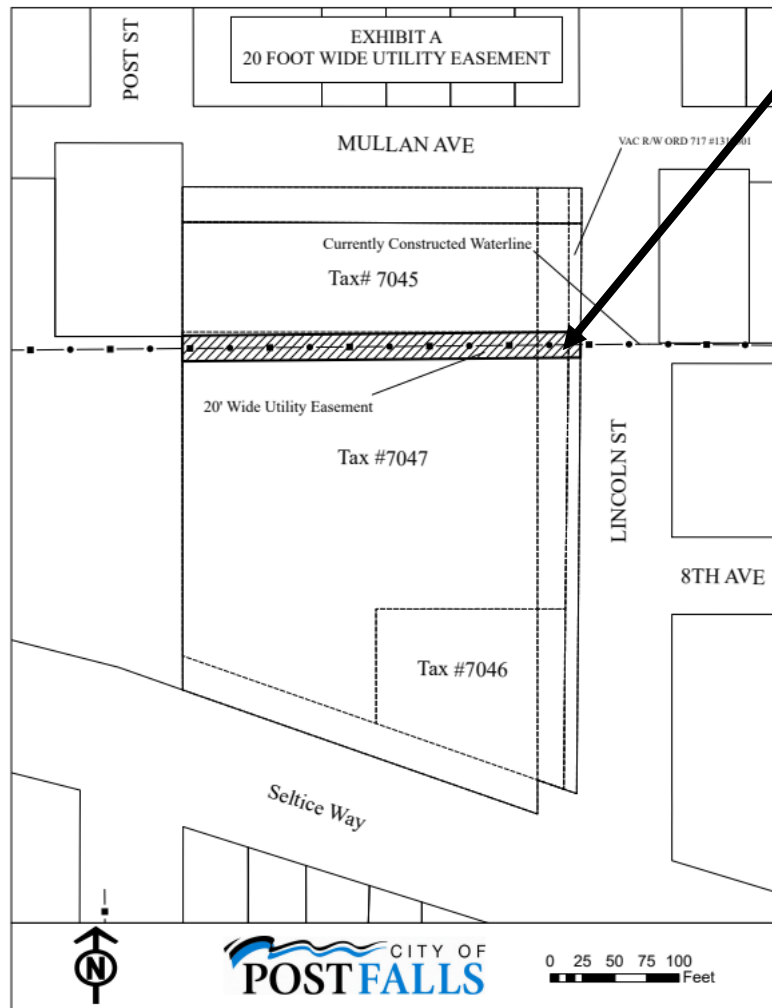
- City owns .20 acres of land along Mullan Ave
 - Encumbered: “for use and maintenance of a water line”
 - No water line located in the land
- Adjacent Landowner wishes to redevelop parcel
- City water line runs through private property
- Goal: Exchange unused city land for easement over existing city water line.

503 E Seltice Way

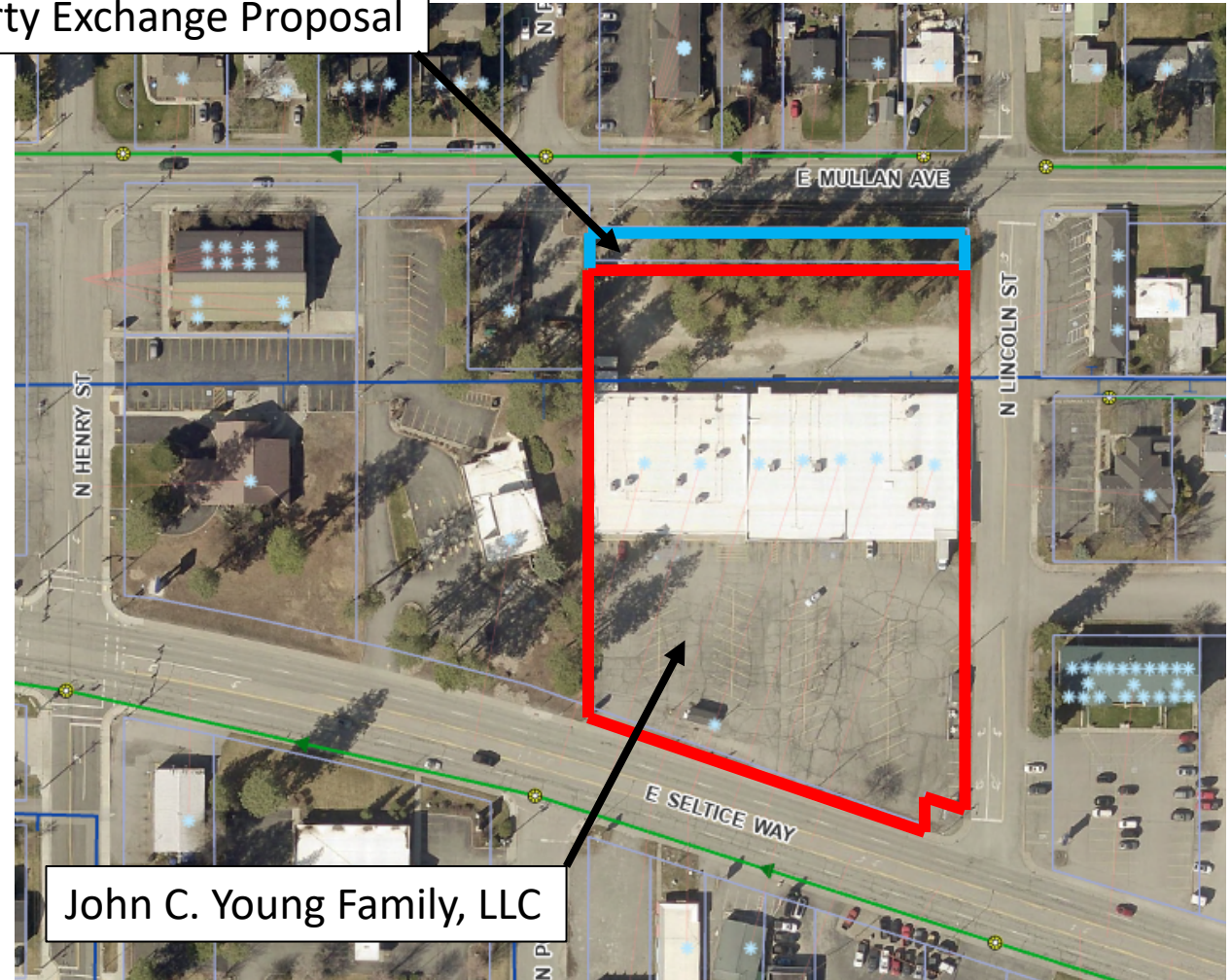
- Owner: John C. Young Family, LLC
- Home to “My Favorite Things” and others
- Owners intend to redevelop entire parcel
- Rehab building and parking lot(s)
- New loading dock to rear



Intent to Exchange Real Property



Property Exchange Proposal



John C. Young Family, LLC

Why Just Give Land Away?

- Land was dedicated to the City in 1980 by John C. Young
- Purpose: “for the use and maintenance of a water line”
- Water line never located in strip of land
- Releasing back to original grantor
- In city’s best interest to have easement where we need it
- Return property to taxable land
- It’s the right thing to do

BOOK 312 PAGE 578

QUITCLAIM DEED

Quitclaim Deed made ~~June~~ ^{July} 25, 1980, between JOHN C. YOUNG, an unmarried man, hereinafter referred to as "Dedicator", and the CITY OF POST FALLS, County of Kootenai, State of Idaho, hereinafter referred to as "Dedicatee".

Dedicator, in consideration of One Dollar (\$1.00) and other valuable considerations, to him paid by Dedicatee, does hereby dedicate, release, remise and quitclaim to Dedicatee, to have and to hold for public use forever, for the use and maintenance of a water line, all that certain land described as follows:

The North 27.5 feet of the North 120 feet of the East portion of the Heirs of Margaret Post Estate, located in the NE $\frac{1}{4}$ of Section 3, Township 50 North, Range 5 West B.M., Kootenai County, Idaho. Also identified as the North 27.5 feet of Parcel #7045 (PT 17-3200) Assessor Map, NE $\frac{1}{4}$, Section 3, Twp. 50 N., R. 5W.B.M.

Dedicatee, by accepting this dedication, obligates itself to forever preserve and use the above described land for the purpose listed above, and no other.

WAS THIS PARCEL THE SAME IN 1980 AS IT IS NOW?

 (L.S.)
Dedicator

STATE OF IDAHO }
County of Kootenai } ss.

On this 25 day of ~~June~~ ^{July}, 1980, before the undersigned Notary Public, personally appeared JOHN C. YOUNG, an unmarried man, known to me to be the Dedicator named in the foregoing

Declaration of Intent to Exchange Real Property

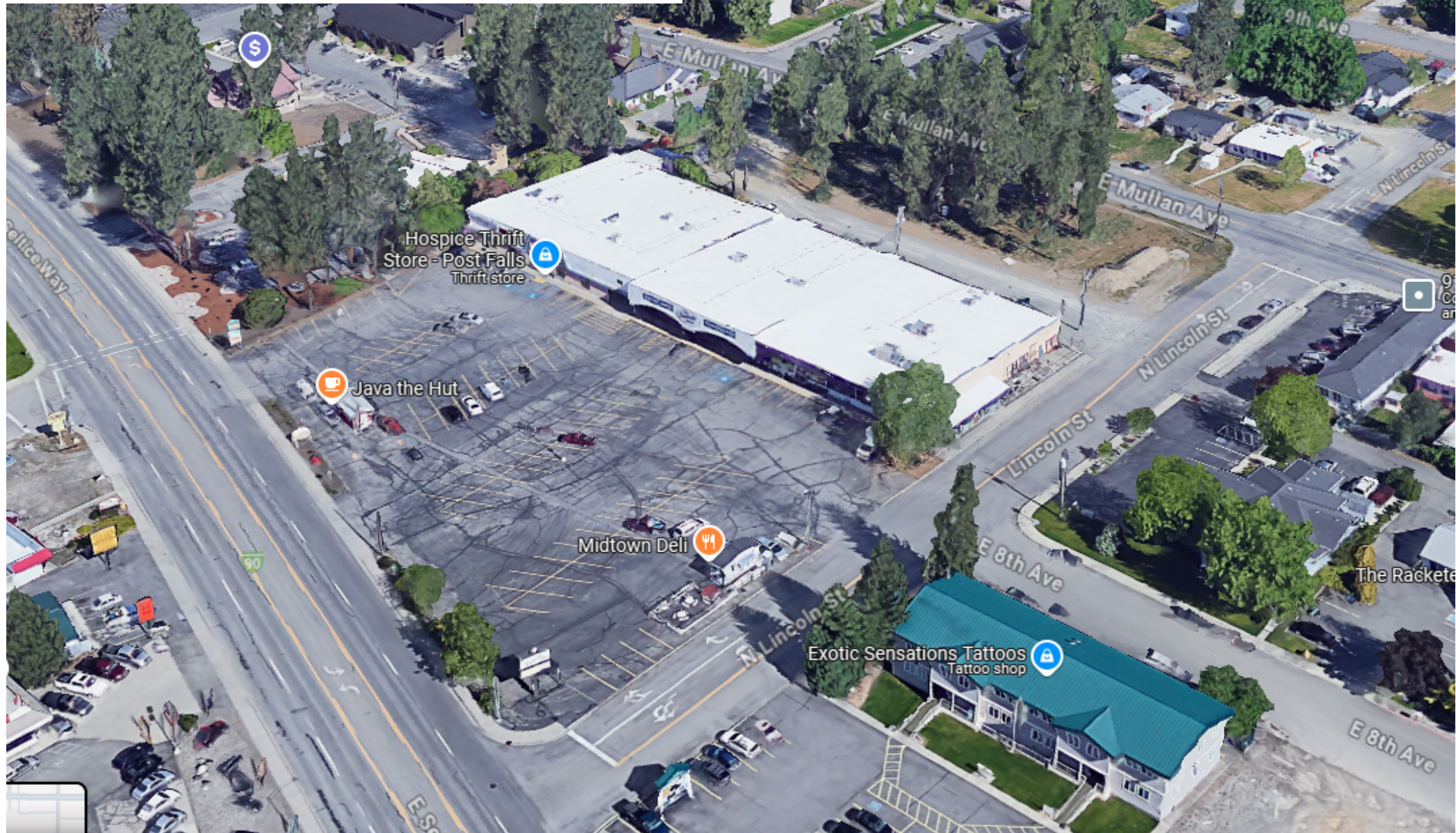
If Council wishes to proceed with process:

- Motion to set a hearing date and direct city to publish public notice.
- Council to announce they will consider the exchange at a public hearing at least 14 days from today.
- A public hearing date will be set and published.

At the public hearing:

- City will consider if it is in the best interest of the city.
- Declare no value, due to encumbrances.
- Announce terms of exchange.
 - Easement in exchange for strip of land.
- Take public comment and make decision.

Questions?



GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, **John C. Young Family, LLC**, a Washington limited liability company; herein after termed “Grantor”, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, a 20-foot easement for the construction, improvement, operation and maintenance of public waterlines over, under, upon and across the following described property the centerline of said easement being the existing water line as constructed:

Parcel 1:

That part of Lots 2 and 3, Block 1, of the Plat of the Heirs of Margaret Post Estate, according to the plat thereof recorded in Book C of Plats at Page 111, lying in Government Lot 1, Section 3, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, and described as follows:

Beginning at the intersection of the North line of U.S. Highway No. 10 with the West line of Lincoln Avenue as shown on the plat of Moeller Addition to Post Falls; thence

North, along the West line of Lincoln Avenue, a distance of 350 feet; thence

West parallel with the South line of the Right of Way of Mullan Avenue to a point on the West line of said Lot 2; thence

South, along the West line of Lot 2 to a point on the North line of the Right of Way of U.S. Highway No. 10; thence

Southeasterly, along the North line of the Right of Way of U.S. Highway No. 10 to the POINT OF BEGINNING.

EXCEPT

Beginning at the intersection of the North line of U.S. Highway No. 10 with the West line of Lincoln Avenue as shown on the plat of Moeller Addition to Post Falls; thence

North, along the West line of Lincoln Avenue, a distance of 150 feet; thence

West, parallel with the South line of Mullan Avenue, 150 feet; thence

South parallel with the West line of Lincoln Avenue to a point on the North line of U.S. Highway No. 10; thence

Southeasterly along the North line of U.S. Highway No. 10 to the POINT OF BEGINNING.

TOGETHER WITH that portion of Seltice Way (fka State Highway 10) described in a Deed recorded February 20, 1986 as Instrument No. 1036133 in Book 342 of Deeds at Page 189, records of Kootenai County, Idaho, which attaches by operation of Law.

ALSO TOGETHER WITH that portion of vacated Lincoln Avenue described in City of Post Falls Ordinance No. 717, recorded September 7, 1993 as Instrument No. 1319301, records of Kootenai County, Idaho, which attaches by operation of Law.

Parcel 2:

That part of Lots 2 and 3, Block 1, of the Plat of the Heirs of Margaret Post Estate, according to the plat thereof recorded in Book C of Plats at Page 111, lying in Government Lot 1, Section 3, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, and described as follows:

Beginning at the intersection of the North line of U.S. Highway No. 10 with the West line of Lincoln Avenue as shown on the plat of Moeller Addition to Post Falls, thence

North, along the West line of Lincoln Avenue, a distance of 150 feet; thence

West, parallel with the South line of Mullan Avenue, 150 feet; thence

South, parallel with the West line of Lincoln Avenue to a point on the North line of U.S. Highway No. 10; thence

Southeasterly along the North line of U.S. Highway No. 10 to the POINT OF BEGINNING.

TOGETHER WITH that portion of Seltice Way (fka State Highway 10) described in a Deed recorded February 20, 1986 as Instrument No. 1036133 in Book 342 of Deeds at Page 189, records of Kootenai County, Idaho, which attaches by operation of Law.

ALSO TOGETHER WITH that portion of vacated Lincoln Avenue described in City of Post Falls Ordinance No. 717, recorded September 7, 1993 as Instrument No. 1319301, records of Kootenai County, Idaho, which attaches by operation of Law.

Parcel 3:

That part of Lots 2 and 3, Block 1, of the Plat of the Heirs of Margaret Post Estate, according to the plat thereof recorded in Book C of Plats at Page 111, lying in Government Lot 1, Section 3, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, State of Idaho, and described as follows:

Beginning at the intersection of the North line of U.S. Highway No. 10 with the West line of Lincoln Avenue as shown on the plat of Moeller Addition to Post Falls; thence

North, along the West line of Lincoln Avenue, a distance of 350 feet to the TRUE POINT OF BEGINNING for this description; thence

Continuing North along the West line of Lincoln Avenue to the South line of the right-of-way of Mullan Avenue; thence

West, along the South line of the right-of-way of Mullan Avenue to the Northwest corner of said Lot 2; thence

South, along the West line of said Lot 2 to a point directly West of the TRUE POINT OF BEGINNING; thence

East, parallel with the South line of the right-of-way of Mullan Avenue to the TRUE POINT OF BEGINNING.

EXCEPT the North 27.5 feet thereof as deeded to the City of Post Falls by Quitclaim Deed recorded May 15, 1981 as Instrument No. 875298 in Book 312 of Deeds at Page 578, records of Kootenai County, Idaho.

TOGETHER WITH that portion of vacated Lincoln Avenue described in City of Post Falls Ordinance No. 717, recorded September 7, 1993 as Instrument No. 1319301, records of Kootenai County, Idaho, which attaches by operation of Law.

As further depicted in the attached **Exhibit A**

TO HAVE AND TO HOLD said easement for public waterline purposes so long as the same shall be used, operated and maintained as such. The Grantor herein expressly limits the grant and quitclaim of this easement to its respective interest, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2025.

GRANTEE:

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR:

JOHN C. YOUNG FAMILY, LLC

By: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

On this ____ day of ____, 2025, 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
Commission Expires:

STATE OF _____)
) ss.
 County of _____)

This record was acknowledged before me on _____ by _____ as _____ of John C. Young Family, LLC.

Notary Public for the State of _____
Commission Expires: _____

EXHIBIT A
20 FOOT WIDE UTILITY EASEMENT

POST ST

MULLAN AVE

VAC R/W ORD 717 #1319301

Currently Constructed Waterline

Tax# 7045

20' Wide Utility Easement

Tax #7047

LINCOLN ST

8TH AVE

Tax #7046

Seltice Way



0 25 50 75 100
Feet

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

QUITCLAIM DEED

THIS QUITCLAIM DEED, made by CITY OF POST FALLS, a municipal corporation (“Grantor”) to JOHN C. YOUNG FAMILY, LLC, a Washington limited liability company (“Grantee”) whose address is 1211 E. Columbia Avenue, Spokane, WA 99208-3538.

THEREFORE, for valuable consideration received, Grantor does hereby convey, release, remise and forever quitclaim to Grantee all of Grantor’s right, title and interest in and to the Real Property in Kootenai County, Idaho described as:

The North 27.5 feet of the North 120 feet of the East portion of the Heirs of Margaret Post Estate, located in the NE1/4 of Section 3, Township 50 North, Range 5 West B.M., Kootenai County, Idaho, and as further described in Instrument No. 875298, records of Kootenai County, Idaho.

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

EXECUTED this _____ day of April 2025.

CITY OF POST FALLS

By: Ronald G. Jacobson
Its: Mayor

Attest:

By: Shannon Howard
Its: City Clerk

STATE OF IDAHO)
 : ss
COUNTY OF _____)

This record was acknowledged before me on this ____ day of April 2025, by Ronald G. Jacobson and Shannon Howard as Mayor and City Clerk, respectively of the City of Post Falls.

NOTARY PUBLIC
My Commission Expires: _____

QUITCLAIM DEED

Quitclaim Deed made ~~June~~^{July} 25, 1980, between JOHN C. YOUNG, an unmarried man, hereinafter referred to as "Dedicator", and the CITY OF POST FALLS, County of Kootenai, State of Idaho, hereinafter referred to as "Dedicatee".

Dedicator, in consideration of One Dollar (\$1.00) and other valuable considerations, to him paid by Dedicatee, does hereby dedicate, release, remise and quitclaim to Dedicatee, to have and to hold for public use forever, for the use and maintenance of a water line, all that certain land described as follows:

The North 27.5 feet of the North 120 feet of the East portion of the Heirs of Margaret Post Estate, located in the NE $\frac{1}{4}$ of Section 3, Township 50 North, Range 5 West B.M., Kootenai County, Idaho. Also identified as the North 27.5 feet of Parcel #7045 (PT 17-3200) Assessor Map, NE $\frac{1}{4}$, Section 3, Twp. 50 N., R. 5W.B.M.

Dedicatee, by accepting this dedication, obligates itself to forever preserve and use the ab ^{WAS THIS PARCEL THE SAME IN 1980 AS IT IS NOW?} for the purpose listed above, and no other.


Dedicator

(L.S.)

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 25 day of ~~June~~^{July}, 1980, before the undersigned Notary Public, personally appeared JOHN C. YOUNG, an unmarried man, known to me to be the Dedicator named in the foregoing

instrument, and acknowledged to me that he executed the same.



Lee H. Dean

Notary Public for Idaho
Residing at: *Post Falls*

Filed and recorded at the request of *Lee Dean*
at *3:25* o'clock _____ M., this _____ day of *MAY 15 1981*

By: *Dorothy Kaestner*
Deputy

Fee \$ *4.00*

Carol Deitz
Ex-Officio Auditor-Recorder
Kootenai County, Idaho

Return to *City of Post Falls*
Box 789
Post Falls Ida. 83854

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin, Maintenance Manager

SUBJECT: 2025 Chip and Fog Seal Contract - Poe Asphalt

ITEM AND RECOMMENDED ACTION:

City staff recommends that the City Council accept the bid from Poe Asphalt for the 2025 Asphalt Basalt Chip and Fog Seal project. Approval will authorize the Mayor to execute the contract on behalf of the city.

DISCUSSION:

The City of Post Falls solicited pre-qualification documents beginning January 14th, 2025 for the 2025 Chip Seal contract. The City received (2) pre-qualification packets, both of which were pre-qualified to bid on this project. However, only one submitted a bid: Poe Asphalt Paving Inc.

This year's contract consists of 109,694 square yards of 1/4" chip seal placement, 46,814 square yards of 3/8" chip seal placement and 163,015 square yards of fog seal placement. The bid opening was held on February 27th, 2025, 10:00 AM at Post Falls City Hall. One bid was received and the results are as follows:

Company	Square Yard Unit Price			Total Bid
	1/4" Chip Seal	3/8" Chip Seal	Fog Seal	
POE Asphalt Paving	\$3.45	\$4.75	\$0.48	\$679,058.00

The bid came in above our targeted budget amount (\$600k). Staff recommends awarding this contract to the bidder, Poe Asphalt Paving Inc. The amount of the contract that exceeds the \$600k budget will be supplemented by Street reconstruction funds.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this program comes from the FY 2025 Streets Sealing and Maintenance line item with a beginning balance of \$600,000.00. The additional funding needed will come from the FY25 budget for Street Reconstruction. Staff also requests authorization to include a contingency of 5% in the amount of \$33,952.90 for a total request of \$713,010.90

BUDGET CODE:

001-431.0000.68110 - Sealing and Maintenance

001-431.0000.68130 - Street Reconstruction

ATTACHMENTS:

1. Pre-qualification docs - Poe Asphalt
2. Bid - 2025 Asphalt Chip Fog Seal - Poe Asphalt
3. Legal Bid Review
4. Placeholder (waiting for contractor to return signed docs for 2025 Asphalt Chip Seal-Fog Seal contract
5. 2025 Chip Seal Presentation



**REQUEST FOR STATEMENT OF QUALIFICATIONS FOR
PRE-QUALIFICATION OF BIDDERS**

FOR

**2025 ASPHALT BASALT CHIP
AND FOG SEAL PROJECT**

January 2025

Prepared By:

**NOTICE OF ADVERTISEMENT PRE-QUALIFICATIONS FOR
2025 ASPHALT BASALT CHIP AND
FOG SEAL
CITY OF POST FALLS**

The City of Post Falls is seeking to pre-qualify general contractors for the 2025 Asphalt Basalt Chip and Fog Seal in the City of Post Falls, pursuant to Idaho Code 67-2805, "Procurement of Public Works Construction". ***Pre-qualification applications will be received at the office of the City Clerk, located at City Hall, 408 N. Spokane Street, Post Falls, Idaho 83854 until 10:00 a.m. local time, Thursday, January 30th, 2025.***

Work associated with the proposed project is generally described as follows:

The work includes the application of bituminous material followed by the application of a both ¼" and 3/8" basalt chip seal and fog seal on selected City of Post Falls streets.

The Contractor shall provide the necessary equipment, labor and materials to complete the basalt chip sealing and fog coat of those roadways described in the Contract Documents, in accordance with the Specifications, as directed by the Project Manager. All work shall be in accordance with the applicable latest sections of the Idaho Department of Transportation (ITD) Standard Specifications for Road and Bridge Construction, supplemental Specifications, and all recent revisions to the same.

All responses must be signed and the proposing companies must have a current, valid Idaho Public Works Contractor license for the work under consideration in order to submit. Upon receipt of SOQs, the City will evaluate and determine which Contractors are qualified to bid. If the City proceeds with bidding the project, all contractors deemed qualified by the City will be invited to submit formal bids for the project as delineated in the Bidding Documents, which will be made available to pre-qualified bidders.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to the advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Any protest of determination of qualifications or bidding procedures will be handled in accordance with procedures delineated in Idaho Code 67-2805.

Contractors will be responsible for all costs (including site visits, if any) incurred in preparing or responding to this Request for Qualifications.

Prequalification of contractors will be conducted according to Idaho Code Section 67- 2805.

The City of Post Falls anticipates the 2025 Asphalt Basalt Chip and Fog Seal to be advertised for construction bids in late winter/early spring of 2025.

Interested contractors may obtain the pre-qualifications package at the City's website: www.postfalls.gov Electronic documents in PDF format may be downloaded for no cost. Any addenda will be posted to the same website as the pre-qualification package at least three (3) days prior to the application deadline. DOCUMENTS will be made available by 12 p.m., Tuesday, January 14th, 2025.

All questions shall be directed in writing or by email to:

Ross Junkin
Maintenance Manager - City of Post Falls
800 N. Public Works Way
Post Falls, ID 83854
rjunkin@postfalls.gov

PUBLICATION DATES:
Tuesday, January 14th, 2025
Tuesday, January 21st, 2025

City of Post Falls 2025 Asphalt Basalt Chip and Fog Seal

INSTRUCTIONS FOR PRE-QUALIFICATION OF BIDDERS

It is mandatory that all General Contractors who intend to submit bids for 2025 Asphalt Basalt Chip and Fog Seal project in the City of Post Falls fully complete the Pre-Qualification Application, provide all materials requested herein, and be determined by the City of Post Falls (City) to be qualified to be on the final Bidders list. No bid will be accepted from a General Contractor that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately pre-qualified to bid.

Answers to all information and questions contained in the Pre-qualification Application are required. The Application asks that contractors provide information in the sections listed below.

- PART I. GENERAL INFORMATION
- PART II. DEMONSTRATED TECHNICAL COMPETENCE AND EXPERIENCE CONSTRUCTING SIMILAR FACILITIES
- PART III. INTERVIEW QUESTIONS FOR REFERENCE PROJECTS
- PREQUALIFICATION APPLICATION INFORMATION CERTIFICATION

The City will use the information provided in response to the Pre-qualification Application, including supporting information provided by prospective bidders, for evaluation of bidder responsibility to determine General Contractors qualified to bid the 2025 Asphalt Basalt Chip and Fog Seal project. The City will ask specific questions to each reference project listed. The City's decision will be based on evaluation criteria outlined in the Pre-qualification Application.

Each application must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the prospective bidder on whose behalf that person is signing. If any information provided by a prospective bidder becomes inaccurate, the prospective bidder must immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

The City reserves the right to waive minor irregularities and omissions in the information contained in the Pre-Qualification Application submitted, to make all final determinations, and to determine at any time that it is in the best interest of the City to abandon the prequalification process and advertise the project for competitive bid as set forth by Title 67, Chapter 28, Subsection 3, Category A of Idaho Code.

The City will conduct a formal review of the applications and will determine the list of qualified bidders who are eligible for bidding. All applicants will be formally notified if they have been prequalified by email. Any Idaho licensed public works contractor that does not meet the prequalification standards, will be provided with email statement of the reason or reasons why they failed to meet the prequalification standards.

Written objections to the prequalification procedures must be received by the City at least three (3) business days before the date and time upon which prequalification statements are due.

Qualification responses shall be considered a public record and will be available for inspection and copying by any person after the approval of qualified applicants to the extent allowed by Idaho law.

Any protest of the requirements, standards, specifications, or process outlined in this Request for Prequalification of Bidders shall be handled in strict accordance with procedures outlined in Idaho Code 67-2085(3)(b) The Owner reserves the right to reject any and all responses and to waive any irregularities in the responses received.

A prospective bidder who has submitted a completed application form, and who receives a rating of "not qualified" from the City may appeal that determination as allowed by Idaho Code 67-2805 (b) (iv).

END OF SECTION

PRIME CONTRACTOR PREQUALIFICATION APPLICATION

SUBMIT APPLICATION TO OWNER:

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

The undersigned, as prospective bidding Contractor, certifies that we have received and examined the Pre-qualification package for the City of Post Falls 2025 Asphalt Basalt Chip and Fog Seal project, that we are regularly engaged in the general class and type of work called for, and that we have the appropriate knowledge, skills, experience, resources, and licenses to successfully complete the work. The undersigned further acknowledges that we are aware that there are certain peculiar and inherent conditions existent in the construction or installation of the work which may create unusual or peculiar unsafe conditions hazardous to persons and property and that we have the skills and experience to foresee and to adopt protective measures to perform the work adequately and safely with respect to such hazards.

We acknowledge that addenda number 0 through 0 have been received and have been examined as part of the Pre-qualification Questionnaire package.

The Contractor shall provide complete and accurate information to the following requests. Use additional sheets, signed and numbered to correspond with the question being answered, if necessary.

PART I. GENERAL INFORMATION (ALL INFORMATION MUST BE PROVIDED)

1. Contractor Name POE ASPHALT PAVING INC.
2. Business Address 2732. N. BECK RD. POST FALLS, ID 83854

3. Telephone 208-777-0498
4. Email alex@poeasphalt.com
5. Does the company have a current Idaho Public Works Contractor's License?
X Yes No

If "yes," list the Idaho contractor license numbers, classifications, type, category, and expiration dates.

ID PUBLIC CONTRACTOR LICENSE: 12496-U-2
EST: 7/1/66
EXPIR: 10/25

6. Business Structure (Check One):

- ☒ Corporation
☐ Partnership
☐ Joint Venture
☐ Individual
☐ Other _____

7. Number of years Applicant has been in business under the business name 72 YEARS

List any prior name or assumed name and years in business _____

8. Name of person completing application ALEX JORDAN

Telephone 907-687-8187

Email alex@poeasphalt.com

9. Name of person to appear on Plan-holders List ALEX JORDAN

Telephone 907-687-8187

Email alex@poeasphalt.com

10. If Applicant is:

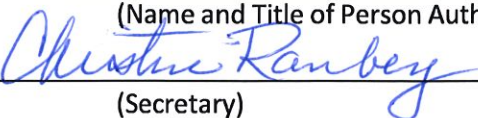
A Corporation

POE ASPHALT PAVING INC.
(Corporation Name)

IDAHO Washington
(State of Incorporation) OR

By 
(Signature of Person Authorized to Sign)

ALEX JORDAN ESTIMATOR/PROJECT MANAGER
(Name and Title of Person Authorized to Sign)

Attest 
(Secretary)

Business Address 2732 N. BECK RD. POST FALLS, ID 83854

Telephone 208-777-0498

A Joint Venture

By _____
(Signature)

(Name)

(Address)

By _____
(Signature)

(Name)

(Address)

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

Attest _____
(Secretary)

Business Address _____

Telephone _____

A Partnership

(Firm Name)

(Signature of General Partner)

(Name of General Partner)

Business address _____

Telephone _____

Attest _____

(Secretary)

Business Address _____

Telephone _____

An Individual

By _____

(Signature of Individual)

By _____

(Individual's Name)

Doing business as _____

Business address _____

Telephone _____

Attest _____

(Secretary)

Business address _____

Telephone _____

PART II. DEMONSTRATED TECHNICAL COMPETENCE AND EXPERIENCE CONSTRUCTING AND MANAGING PUBLIC WORKS PROJECTS

This part includes several yes or no questions regarding the contractor's company experience and performance that must be answered by marking yes or no. Contractors may claim company experience if their company performed the work elements listed below on a project either:

- as the prime contractor, or
- as a subcontractor, or
- as the prime contractor and a subcontractor

To be prequalified as a bidder for this project, the prime contractor's company must be able to:

- Answer **NO** to all the questions in Part II.A, and
- Complete Part II.B as described for each request in Part II.B and score a minimum average score of 3 or higher.

PART II.A OVERALL PERFORMANCE HISTORY

1. In the past 10-years, has your firm failed to complete any publicly financed project or had a contract terminated for cause due to insufficient performance; or has any officer, partner, member or principal listed in item 10 Part I. above been an officer, partner, member, or principal of another firm that has failed to complete any publicly-financed project?

☐ YES ☒ NO

2. At any time during the past 10-years, has any surety company made any payments to satisfy any claims made against a performance or payment bond, or completed a project, or paid for completion on your firm's behalf as a result of a default in connection with a construction project, either public or private?

☐ YES ☒ NO

3. Is Applicant firm presently debarred or suspended as a contractor or subcontractor by any municipality or agency?

☐ YES ☒ NO

4. Has your firm's contractor license been revoked or suspended at any time in the last 10-years?

☐ YES ☒ NO

5. In the past 10-years, has your firm failed to reach substantial completion on any current or past projects within 30- days of the substantial completion date identified in the contract including adjustment to contract times as the result of fully executed Change Orders?

☐ YES ☒ NO

PART II.B DEMONSTRATED TECHNICAL COMPETENCE AND EXPERIENCE CONSTRUCTING SIMILAR PROJECTS

List at least three completed public works chip-seal projects with final contract amount greater than \$300,000.00. If Applicant does not have the relevant public works chip-seal projects with contract amounts greater than \$300,000 list at least three completed public works chip-seal projects of any amount. List only projects completed by the Applicant from the location listed in Part I, item 2 above.

Project Number 1. (Attach additional sheets, if necessary.)

Project title CITY OF HAYDEN 2024 CHIP SEAL

Classes of work performed:

Dollar value/Percentage of work:

CHIP SEAL GENERAL CONTRACTOR \$ 538,985.50

Location LANCASTER/GOVERNMENT WAY

Owner CITY OF HAYDEN

Owner's Representative DAN HALL

Telephone 208 - 659 - 9654

Engineer ALAN SODERLING

Engineer's Representative

Telephone 208 - 661 - 5615

Original contract amount \$ 538,985.50 Original completion date 6/28/24

Final contract amount \$ 490,839.50 Final completion date 6/28/24

Percentage of work completed with own forces 83 %

Value of work completed with own forces \$ 407,396.37

Detailed scope of work CHIP SEAL/FOG SEAL

Project Number 2. (Attach additional sheets, if necessary.)

Project title 2024 ASPHALT BASALT CHIP SEAL & FOG SEAL

Classes of work performed:

Dollar value/Percentage of work:

CHIP SEAL/FOG SEAL \$615,053.45

Location POLELINE, PRAIRIE, GREENSFERRY

Owner CITY OF POST FALLS

Owner's Representative KEN PETERSON

Telephone 208 - 660 - 5878

Engineer ROSS JUNKIN

Engineer's Representative

Telephone 208 - 660 - 2161

Original contract amount \$ 615,053.45 Original completion date 6/25/24

Final contract amount \$ 615,053.45 Final completion date 6/25/24

Percentage of work completed with own forces 92%

Value of work completed with own forces \$ 565,053.45

Detailed scope of work CHIP SEAL/FOG SEAL

Project Number 3. (Attach additional sheets, if necessary.)

Project title CITY OF CDA 2023 CHIP SEAL PROJECT

Classes of work performed:

Dollar value/Percentage of work:

CHIP SEAL/FOG SEAL

\$639,000.00

Location BEST AVE/KATHLEEN AVE

Owner CITY OF CDA

Owner's Representative JUSTIN KIMBERLING

Telephone 208-967-4317

Engineer CHRIS BOSLEY

Engineer's Representative

Telephone

Original contract amount \$ 639,000.00 Original completion date

Final contract amount \$ 639,000.00 Final completion date 8/15/23

Percentage of work completed with own forces 88%

Value of work completed with own forces \$ 562,320.00

Detailed scope of work CHIP SEAL/FOG SEAL

PART II.C PRIOR EXPERIENCE WITH THE CITY OF POST FALLS

The City of Post Falls will grade each contractor based on past project experience in the last 5 years. Below is a list of the categories/questions each contractor will be graded on, if applicable. The scoring system is rated from 0-4, with 0 being the worst possible score and 4 the best. The contractor must have an average score of 3 to be considered pre-qualified. If the contractor scores 2 or less on more than two questions they will be disqualified. If a contractor does not have prior experience with the City of Post Falls within the last 5 years, this section will not be counted.

1. Did the contractor provide adequate personnel for the project?
 2. Did the contractor provide adequate supervision for the project on-site?
 3. Did the Contractor provide adequate construction equipment for the work?
 4. Did the contractor adhere to the Owner-approved project schedule?
 5. Did the contractor provide timely and cost-effective submissions of cost and time estimates for change order work?
 6. Was the contractor successful in applying chip and fog seals without significant re-work or touch-up required?
 7. Does the contractor have any outstanding or unresolved work remaining with the City?
 8. Did the contractor communicate with the City satisfactorily throughout the contract?
-

Below is a list of categories and questions that each contractor may be graded on.

PART III INTERVIEW QUESTIONS FOR REFERENCE PROJECTS

This part includes a series of interview questions that may be asked regarding the reference projects listed in Part II.B. and Part II.C. Owner Staff or a designated representative may conduct interviews for any or all reference projects for any or all contractors submitting an SOQ. Interviews, if they are performed, will be conducted within six (6) weeks after qualification statements are submitted. The interviewer (City of Post Falls) will score the contractor on a scale of 0 to 4 in increments of 1 for all questions listed below. The scoring system is rated from 0-4, with 0 being the worst possible score and 4 the best. The interviewee (i.e., the reference person for the reference projects listed in Part II.B & II.C) must score the contractor an average of three (3) or more on the interview questions for a contractor to be eligible for qualification. The Contractor is encouraged to inform the Owner and/or Engineer for their reference projects that they have been listed as a reference and provide copies of the questions below for their review. If a Project Owner or Engineer cannot or will not provide an answer for an interview question, the question will not receive a point designation and will not count towards the contractor's total number of points. Score Contractor on a scale of 0 to 4 in increments of 1 for all questions listed below. The scoring system is rated from 0-4, with 0 being the worst possible score and 4 the best.

1. Did the contractor provide adequate personnel for the project?
2. Did the contractor provide adequate supervision for the project on-site?
3. Did the Contractor provide adequate construction equipment for the work?
4. Did the contractor adhere to the Owner-approved project schedule?
5. Did the contractor provide timely and cost-effective submissions of cost and time estimates for change order work?
6. In your opinion, were the number and types of claims filed by the contractor typical given the nature of the project (i.e., were they unusually high?) and were they able to resolve them without unusual difficulty?

PRE-QUALIFICATION APPLICATION INFORMATION CERTIFICATION

I, the undersigned, certify and declare that I have read all the foregoing answers to this pre-qualification questionnaire and know their contents and that I have authority to bind and act on behalf of the firm submitting this prequalification questionnaire. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of Idaho that the foregoing is correct and understand that if it is found that I have falsified any of the information contained within this document my firm will be immediately disqualified from further participation in the bidding process and I hereby waive any and all claims, including appeal rights, either I or my firm may have against the City of Post Falls arising out of the City's determination to disqualify my firm based on disqualifying my firm for falsely answering any question contained in this questionnaire. I further agree to personally indemnify, defend (at the City's sole option) and hold the City harmless from any claim from my firm that I was not authorized to act on the firm's behalf in executing this questionnaire.

SIGNED this 28TH day of JANUARY, 2025.

POE ASPHALT PAVING INC.
Name of Company


Signature of Certifying

ALEX JORDAN
Official Name of Certifying

ESTIMATOR / PROJECT MANAGER
Official Title

END OF SECTION

1.18 PROPOSAL CHECKLIST

- A. The purpose of this checklist is to serve as a reminder of the major items to be addressed in submitting a Proposal and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and the proper completion and submission of its bid:

1. Proposal
2. Bid Bond
3. Bidder Information
4. Contractor's Non-Collusion Affidavit

**PROPOSAL
CITY OF POST FALLS
2025 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT**

Proposal of Poe Asphalt Paving Inc (hereinafter called "BIDDER") *, organized and existing under the laws of the State of Washington doing business as Poe Asphalt Paving Inc to the City of Post Falls (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, Bidder hereby proposes to provide the service outlined in the "Scope of Bid Proposal" at the price shown therein and in compliance with the conditions and specifications included in the bid proposal.

Said Bidder agrees that, within ten (10) calendar days after receipt of Notice of Award from said Owner, it will execute a Contract in the required form, of which the Scope of Bid Proposal, Instructions to the Bidders, Proposal, Information Required of Bidder, and all addenda issued by said Owner prior to the opening of Proposals, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the portion of the Proposal Guarantee furnished by said Bidder allowed by law shall be forfeited to said Owner for such failure. Owner can retain that portion of the surety allowed by law; provided that if said Bidder shall execute the Contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, its guarantee, if furnished, shall be returned to him within five (5) days thereafter, and the bid bond, if furnished, shall become void. It is further understood that this Proposal may not be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

The Owner reserves the right to reject any or all Proposals or to accept the Proposal deemed to be in the best interest of the Owner.

This bid offer is accompanied by a Proposal Guarantee (Certified Check, Cashier's Check, Money Order, Cash or Bid Bond) in the amount of five percent (5%) of the Total Bid, as a guarantee that the Bidder, if successful, will enter into a contract and execute the necessary contractual documents or forms as stipulated in these Bid Documents; and then if awarded the contract, agrees to obtain the materials, arrange the work and prosecute the same to acceptable completion of the project within the allotted time. The successful bidder shall also be required to furnish a Payment Bond of 100% in the Contract amount and Performance Bond of 100% of the Contract amount.

BIDDER acknowledges receipt of the following **ADDENDUM**:

ADDENDUM NO. _____ DATED:

ADDENDUM NO. _____ DATED:

ADDENDUM NO. _____ DATED:

*Insert "a corporation," "a partnership," or "an individual" as applicable.

BID SCHEDULE

BIDDER agrees to provide all items described in the **CONTRACT DOCUMENTS** for the following price.

The **¼" basalt chip** seal square yard unit price listed below is the total cost for placement of an asphalt basalt chip seal as described below. Project consists of the following sections:

STREET	LENGTH	WIDTH	SQUARE YARDS
<i>1/4 Chip Seal</i>			
Scott (3rd to Strand)	1,620.00	36	6,480.00
Strand (Scott to Bark lp)	1,100.00	40	4,888.89
Bark Lp (All)	1,080.00	34	4,080.00
Acorn Lp (All)	550.00	40	2,444.44
1st Ave (Handy to Park)	550.00	36	2,200.00
Inkwood St	865.00	28	2,691.11
Olivewood In	785.00	28	2,442.22
Kirkwood St	650.00	28	2,022.22
Spindle St	650.00	28	2,022.22
Figwood Ct	155.00	28	482.22
Mangowood Ct	190.00	28	591.11
Gumwood Cr	4,575.00	28	14,233.33
Cornell Ave	525.00	32	1,866.67
Lehigh Ct	280.00	28	871.11
Fordham St	1,310.00	28	4,075.56
Waving Aspen Ct	175.00	28	544.44
Ray Rd	186.00	28	578.67
Viking lp	3,280.00	28	10,204.44
Ivory Lane	1,255.00	28	3,904.44

Firestone Lp	835.00	28	2,597.78
Luke (S of Horsehaven)	630.00	28	1,960.00
E Decaro Lp	875.00	28	2,722.22
Like (N of Horsehaven)	630.00	28	1,960.00
E Wagon Trail	965.00	28	3,002.22
Luke (S of Poleline)	300.00	28	933.33
E Highwing Ct	295.00	28	917.78
Triumph Ave	1,620.00	28	5,040.00
Triumph Ct	60.00	28	186.67
E Rowdy In	200.00	28	622.22
Beecher Ave (Idaho to Shelburne)	170.00	28	528.89
Beecher Ave (Shelbourne to Jasper Hill)	702.00	28	2,184.00
Shelbourne LP	3,680.00	28	11,448.89
Jasper Hill St	360.00	28	1,120.00
Penrose Ave	1,095.00	28	3,406.67
Penrose Ave (Idaho to N shelbourne lp east leg)	480.00	32	1,706.67
Side saddle Ln	1,025.00	24	2,733.33

(See Technical Specifications for ¼ chip seal.)

The **3/8" basalt chip** seal square yard unit price listed below is the total cost for placement of an asphalt basalt chip seal as described below. Project consists of the following section:

STREET	LENGTH	WIDTH	SQUARE YARDS
<i>3/8 Chip Seal</i>			
Expo (Beck to Jacklin North of intersection)	4,480.00	38	18,915.56
Expo (Beck to Baugh)	1,765.00	37	7,256.11
Jacklin	3,580.00	33	13,126.67
Idaho (Round-a-bout to N of Bogie)	1,780.00	38	7,515.56

(See Technical Specifications for 3/8 chip seal.)

The bituthene **Bitu-60 fog seal** square yard unit price listed below is the total cost for placement of an asphalt fog seal as described below. Project consists of the following sections:

STREET	LENGTH	WIDTH	SQUARE YARDS
<i>Fog Seal</i>			
Scott (3rd to Strand)	1,620.00	36	6,480.00
Strand (Scott to Bark lp)	1,100.00	40	4,888.89
Bark Lp (All)	1,080.00	34	4,080.00
Acorn Lp (All)	550.00	40	2,444.44
1st Ave (Handy to Park)	585.00	36	2,340.00
Inkwood St	865.00	28	2,691.11
Olivewood In	785.00	28	2,442.22
Kirkwood St	650.00	28	2,022.22
Spindle St	650.00	28	2,022.22
Figwood Ct	255.00	36	1,020.00
Mangowood Ct	275.00	36	1,100.00
Gumwood Cr	4,950.00	28	15,400.00
Cornell Ave	525.00	32	1,866.67
Lehigh Ct	530.00	28	1,648.89
Fordham St	1,310.00	28	4,075.56
Waving Aspen Ct	175.00	28	544.44
Ray Rd	186.00	28	578.67
Viking lp	3,280.00	28	10,204.44
Ivory Lane	1,255.00	28	3,904.44
Firestone Lp	835.00	28	2,597.78
Luke (S of Horsehaven)	630.00	28	1,960.00
E Decaro Lp	875.00	28	2,722.22
Like (N of Horsehaven)	630.00	28	1,960.00

E Wagon Trail	1,135.00	28	3,531.11
Luke (S of Poleline)	300.00	28	933.33
E Highwing Ct	480.00	28	1,493.33
Triumph Ave	1,745.00	28	5,428.89
Triumph Ct	260.00	28	808.89
E Rowdy Ln	200.00	28	622.22
Beecher Ave (Idaho to Shelburne)	170.00	28	528.89
Beecher Ave (Shelbourne to Jasper Hill)	785.00	28	2,442.22
Shelbourne LP	3,900.00	28	12,133.33
Jasper Hill St	360.00	28	1,120.00
Penrose Ave	1,180.00	28	3,671.11
Penrose Ave (Idaho to N shelbourne lp east leg)	495.00	32	1,760.00
Side saddle Ln	1,025.00	24	2,733.33
Expo (Beck to Jacklin)	4,480.00	38	18,915.56
Expo (Beck to Baugh)	1,765.00	37	7,256.11
Jacklin	3,580.00	33	13,126.67
Idaho (Round-a-bout to N of Bogie)	1,780.00	38	7,515.56

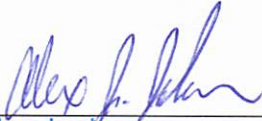
BID
"Proposal Form"

The City's estimate for 1/4" basalt chip seal is 68,789 square yards – plus or minus 5%.
The City's estimate for 3/8" basalt chip seal is 35,276 square yards – plus or minus 5%.
The City's estimate for bituthene Bitu-60-Dil fog seal is 110,263 square yards – plus or minus 5%.

List your square yard unit prices below for placement of seal coats as described, followed by your total bid. Bids will be calculated with the yardages that we have listed:

Item No.	ITEMS OF WORK	Bid Quantity	Units	Unit Price	Total Amount
1	1/4" Basalt Chip Seal	109,694	Square yard	\$3.45	\$ 378,444.30
2	3/8" Basalt Chip Seal	46,814	Square yard	\$4.75	\$ 222,366.50
3	Fog Seal	163,015	Square yard	\$0.48	\$ 78,247.20
Total Bid					\$ 679,058.00

Total Bid handwritten: Six hundred seventy-nine thousand fifty-eight dollars and 00/100 cents

Signed:  Title: Estimator/Project Manager
Alex Jordan

Company: Poe Asphalt Paving Inc Date: 2/27/2025

P.W. License #: 12496-U-2 Address: 2732 N Beck Road, Post Falls, ID 83854

Phone No: 208-777-0498 E-mail: alex@poeasphalt.com

BID BOND

All Bidders are required to furnish a Five Percent (5%) bid surety with their bid.

The surety shall be in the form of a Bond, Cashier's Check, Certified Check, Money Order or Cash. Personal or company checks are not acceptable unless certified. Make checks payable to City of Post Falls.

Bids received without surety will be considered non-responsive and rejected.

Bid Bonds of the unsuccessful Bidders will be returned upon execution of the Contract by the successful Bidder.

k

**2025 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Poe Asphalt Paving Inc, as PRINCIPAL, and ^{Travelers Casualty and}_{Surety Company of America} as SURETY, are held and firmly bound unto the City of Post Falls, hereinafter referred to as the "owner," in the penal sum of five percent (5%) of the total amount of the bid of the Principal submitted to the Owner, for the work described below, for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ Five Percent of Bid Amount.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal has submitted the above-mentioned bid to the Owner for "2025 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT BID," for which bids are to be opened at the office of the Owner at 10:00 A.M. local time, Thursday, February 27th, 2025

NOW, THEREFORE, if the Principal is awarded the Contract, and within the time and manner required under the heading "Instructions to Bidders," after the prescribed forms are presented to him for signature, enters into a written agreement, substantially in the form contained in the Specifications, in accordance with the bid and files the two bonds required by Statute, one to guarantee performance and one to guarantee payment for materials and labor, and provides all other required documents including but not limited to proof of required insurance and Idaho Public Works License, this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, said Surety shall pay all costs incurred by the Owner in such suit including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of

February 10th, 2025.

Poe Asphalt Paving Inc
PRINCIPAL

BY


(SEAL)

Travelers Casualty and Surety Company of America
SURETY

BY



(SEAL) Lesha Lehmitz, Attorney In Fact



BIDDER INFORMATION

The name of the Bidder submitting this Bid is Poe Asphalt Paving Inc

_____, which is a business located

at 2732 N Beck Road, Post Falls, ID 83854

which is the address to which all communications regarding this Bid and with the Contract Documents shall be sent.

Phone: 208-777-0498

E-mail: alex@poeasphalt.com

Bidder's person to contact for additional information on this Bid:

Name: Alex Jordan

Phone: cell 907-687-8187

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Mark Poe, President

Alex Jordan, Estimator/Project Manager

Federal Tax Identification Number: 82-0263719

State of Idaho Public Works Contractor's License Number:

12496-U-2

CONTRACTOR'S NON-COLLUSION AFFIDAVIT

State of Idaho)
County of Kootenai) SS

Bid for the 2025 Asphalt basalt chip seal and fog seal placement, Mark Poe,
being first duly sworn, deposes and says that he/she is President, of
Poe Asphalt Paving Inc,

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

Signed: 

Title: President

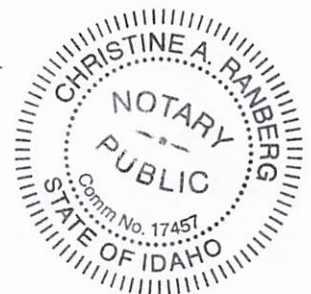
Subscribed and sworn to before me this

27 day of February, 2025.


Notary Public

My Commission

Expires 04/21/2027





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

Memorandum of Legal Counsel

To: Ross Junkin, Maintenance Manager
From: Christopher D. Gabbert, Deputy City Attorney
Date: April 15, 2025
Re: February 27, 2025, Bid Opening – 2025 Asphalt Basalt Chip Seal and Fog Seal

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 27, 2025, I received a copy of one (1) bid received and opened by the Deputy City Clerk, Rhiannon O'Neill.

The bid was from Poe Asphalt Paving, Inc. (\$679,058). I reviewed the submittal and based upon the single response received, Poe Asphalt is the lowest responsive bidder. If the City intends to award the bid, then the bid should be awarded to Poe Asphalt. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that the submittal by Poe Asphalt 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. Executed Non-Collusion Affidavit;
 - e. The attestations and documents were executed by the president of the corporation.
3. I researched the Public Works License of Poe Asphalt to confirm the validity of the license, the level of the license, and the approved types of work. Poe Asphalt is a licensed Public Works Contractor with an "Unlimited" license No. PWC-C-12496. Pursuant to Idaho Code § 54-1904 a Class "Unlimited" license is issued for any contractor whose qualifications, ability, and responsibility to execute contracts for public works involving an estimated cost of more than five million dollars (\$5,000,000). The holder of a Class "Unlimited" license shall be entitled to engage in the public works contracting business in the state as provided in said license. I have attached the copy of the license information for your records.

Based upon my review Poe Asphalt is compliant with Idaho Law, the city of Post Falls procurement standards, and is the lowest responsive bidder at \$679,058.

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

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

Sincerely,

A handwritten signature in cursive script that reads "Chris Gabbert".

Christopher D. Gabbert
Deputy City Attorney

Enclosures

NOTICE OF AWARD

2025 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL

The Owner has considered the Proposal submitted by you for the above-described Project.

You are hereby notified that your Proposal has been accepted for items in the amount of
\$679,058.00

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice. If you do not, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and your Proposal Guarantee forfeited. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20____.

CITY OF POST FALLS
(Owner)

By _____

Title:

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Post Falls, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter called Owner, and Poe Asphalt Paving Inc. whose address is 2732 N. Beck Rd, Post Falls, ID 83854 hereinafter called Contractor.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor agrees to perform and complete in a workmanlike manner all work required under the Bid Schedule of the Owner's Contract Documents and Specifications entitled "**2025 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT**," in accordance with the Specifications and Drawings therefore, to furnish, at his own expense, all plant, temporary structures, labor, services, materials, equipment, tools, supplies, transportation, utilities, and all other items and facilities necessary therefore, except for such materials, equipment, and services as may be stipulated in said Specifications to be furnished by the Owner, and to do everything required by this Agreement and said Specifications and Drawings.

ARTICLE II. The Contractor shall be responsible for furnishing all said labor, services, materials, equipment, and supplies; furnishing and removing all plant, temporary structures, tools, supplies, transportation, utilities, and all other items and facilities and equipment, and doing everything required by the Contract Documents; also, for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by the Owner; and for completing the work in accordance with the requirements of said Specifications and Drawings. The Owner will pay, and the Contractor shall receive, in full compensation therefore, the sum named in Article IX below.

ARTICLE III. The parties recognize that the work to be performed under this contract will cause an inconvenience to the motoring public during the times that the work is being performed and may result in some frustration on the part of the public. The Contractor shall be responsible to ensure that the Contractor's employees and/or agents are courteous and respectful to the public at all times during the performance of the work.

ARTICLE IV. The Owner hereby employs the Contractor to perform the work according to the terms of this Agreement for the sum set forth in Article IX, and agrees to pay the same, at the time, in the manner, and upon the conditions stipulated in the said Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V. The Contract Documents shall be comprised of the documents listed and defined in Paragraph 1.07, "Contract Documents," of the General Conditions.

ARTICLE VI. The Contractor agrees to a one (1) year guarantee period for all labor, material and workmanship after receiving the Certificate of Substantial Completion.

ARTICLE VII. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed, **but not before July 7, 2025.**

ARTICLE VIII. The Contractor shall furnish and install barriers and warning lights to prevent accidents and save the City harmless from all claims for injury to person or property resulting from the Contractor's actions or omissions in performance of this Contract, and to that end shall maintain insurance as specified in Section 8 of the Supplementary Conditions.

ARTICLE IX. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of **\$679,058.00**

ARTICLE X. **The Contractor shall complete all work by August 29, 2025.**

ARTICLE XI. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions and such amounts as required by the Contract Documents.

ARTICLE XII. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE XIII. If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum of \$1,000.00 for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages.

ARTICLE XIV. The required Bonds shall be held in full force until the Final Acceptance has been issued.

ARTICLE XV. The Contractor agrees to comply with the requirements of I.C. 44-1001.

ARTICLE XVI. 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.

ARTICLE XVII. 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.

ARTICLE XVIII. **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 the <Consultant/Contractor> employs ten (10) or more persons, then the <Consultant/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. **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the <Consultant/Contractor> employs ten (10) or more persons, then the <Consultant/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 companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.
3. **Government of China:** <Consultant/Contractor> 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.
4. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, <Consultant/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).
5. **Employment of Bona Fide Idaho Residents:** If this Agreement contemplates public works construction, <Consultant/Contractor> agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on <Project> in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If <Consultant/Contractor> employs less than fifty (50) employees on <Project>, <Consultant/Contractor> may employ up to ten (10%) nonresidents on <Project>. In all cases, <Consultant/Contractor> agrees to give a preference to bona fide Idaho residents. The parties agree that if <Project> involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

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

(SEAL)

CITY OF POST FALLS, IDAHO

By: _____
Ronald G. Jacobson, Mayor

Attest: _____
Shannon Howard, City Clerk

(SEAL)

Contractor

By: _____
Signature

Title

**** END OF SECTION ****

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That Poe Asphalt Paving Inc. as Contractor, and Travelers Casualty and Surety Company of America as Surety, are held firmly bound unto the City of Post Falls, Idaho, hereinafter called "Owner," in the sum of six hundred seventy nine thousand and fifty eight dollars and zero cents, \$ 679,058.00, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said Owner to perform the work as specified or indicated in the Contract Documents entitled **"2025 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL."**

NOW THEREFORE, if said Contractor fails to perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified therein, said Surety will pay for same in an amount not exceeding the sum specified above, and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

Wherever Contractor shall be, and declared by the City of Post Falls to be in default under the Contract, the City of Post Falls having performed the City of Post Falls' obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

Obtain a bid(s) for the submission to the City of Post Falls for completing the Contract in accordance with its terms and conditions, and upon determination by the City of Post Falls and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City of Post Falls and make available as work progresses (even though there should be a default or a succession of defaults under the Contract(s) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City of Post Falls to the Contractor under the Contract and any amendments thereof, less the amount properly paid by the City of Post Falls to the Contractor.

This Bond is furnished pursuant to Idaho Code.

SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL)

(Contractor)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PERFORMANCE BOND SHALL MEET REQUIREMENTS OF IDAHO CODE - SECTION 54-1926.

**** END OF SECTION ****

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That Poe Asphalt Paving Inc. as Contractor, and Travelers Casualty and Surety Company of America as Surety, are held firmly bound unto the City of Post Falls, Idaho, hereinafter called "Owner," in the sum of six hundred seventy nine thousand and fifty eight dollars and zero cents, \$ 679,058.00 for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said Owner to perform the work as specified or indicated in the Contract Documents entitled **"2025 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL."**

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for same in an amount not exceeding the sum specified above, and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL)

(SEAL)

(Contractor)

(Surety)

By:_____
(Signature)

By:_____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

PAYMENT BOND SHALL MEET REQUIREMENTS OF IDAHO CODE - SECTION 54-1926.

SUBCONTRACTOR'S NON-COLLUSION AFFIDAVIT
(TO BE SUBMITTED PRIOR TO AWARD BY EACH SUBCONTRACTOR
NAMED BY THE APPARENT LOW BIDDER)

State of _____)
County of _____) SS

_____, being first duly sworn, deposes and says
that he/she is _____ of _____,
the party submitting a Bid for a subcontract covering:

(Describe nature of subcontract)

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

The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one Bidder from submitting separate sub-proposals or quoting prices for materials or work to other Bidders.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day
of _____, 20____.

Notary Public

My Commission Expires _____
(Seal)

NOTICE TO PROCEED

To: _____

Date: _____

Project Description:

CITY OF POST FALLS

2025 ASPHALT BASALT CHIP SEAL

AND FOG SEAL PLACEMENT

You are hereby notified to commence Work in accordance with the Agreement dated _____, 20____, on or after **July 7th, 2025**, and you are to complete the Work by **August 29th, 2025**. The date of completion for all Work is, therefore, **August 29th, 2025**.

CITY OF POST FALLS, IDAHO

By _____

Ronald G. Jacobson, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

CONTRACT CHANGE ORDER FORM

CONTRACT CHANGE ORDER

DATE: _____ CHANGE ORDER NO. _____

CONTRACT: 2025 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

OWNER: City of Post Falls

TO: _____
(Contractor)

You are hereby requested to comply with the following changes.

Description of Changes (Supplemental Plans and Specifications attached)	DECREASE in Contract Price	INCREASE in Contract Price
See attached spreadsheet	\$	\$
TOTALS	\$	\$
NET CHANGE IN CONTRACT PRICE	\$	\$

JUSTIFICATION: Added/Deleted ____ miles of chip and fog seal to our "2025 Asphalt Basalt Chip Seal and Fog Seal Placement"

The amount of the Contract will be (Increased/Decreased) by the sum of: _____
(\$00,000.00).

The Contract Total, including this and previous Change Orders, will be: _____
(\$000,000.00).

The Contract Period provided for completion will be ____ Days.

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

ACKNOWLEDGEMENT OF CHANGE ORDER LIMITS
BY CONTRACTOR

Change Order No. _____

The increase or decrease in Contract Price and/or Contract Time stated in each and every Change Order shall unequivocally comprise the total price and/or time adjustment due or owed the Contractor for the work or changes ordered by the Change Order. By executing the Change Order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments represent full compensation for all increases or decreases in cost or the time required to perform the Contract as a whole arising directly or indirectly from the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay and cumulative impacts or ripple effect on all other non-affected work under Contract not changed by the Change Order. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or time, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of this Change Order constitutes an agreement between Owner and Contractor that the Change Order represents an equitable adjustment to the Contract, and that the Contractor will waive all rights to file a claim on the Change Order after it is properly executed.

All Change Orders shall include a written record, submitted by the Contractor that states the basis of cost amount, including time and materials data that enables the Owner to determine the necessity and reasonableness of the Change Order.

(Owner)	(Date)

Reviewed by _____	
(Owner's Architect/Project Manager)	(Date)

(Contractor)	(Date)

CERTIFICATION
Idaho Statute 44-1001
Employment of Residents of Idaho

(Project Name)

I, _____, certify as _____ of
(Name) (President / Owner / Other)

_____ that we complied with Idaho Statute 44-1001
(Company Name)

“Employment of Residents of Idaho”, during the period of time for which Pay Request No. _____
was processed.

SIGNATURE:

DATE:

(Signature)

(Print Name)

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

This standard form is intended as a guide only. Many projects require a much more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by the Owner or the Contractor at the time the Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the law provides), and the Contractor elects, the deposit of securities in lieu of retainage. Refer to Section 5 of the General Conditions for provisions concerning payments to the Contractor.

B. COMPLETING THE FORM

The Bid Breakdown, submitted and approved as provided in Paragraph 5.01 of the General Conditions, should be copied in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of their installation. All Change Orders affecting the Contract Price should be identified and include such supplemental Schedules of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. PROJECT MANAGER'S REVIEW

The Project Manager must review all Applications for Payment with care to avoid recommending any payments not yet earned by the Contractor. The Owner's attorney should review all accompanying documentation of legal nature, such as lien waivers, and the Project Manager should so advise the Owner.

**** END OF SECTION ****

APPLICATION FOR PAYMENT NO. _____

To _____

Contract for **2025 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT**

Owner's Contract No. _____ Project Manager's Project No. _____

For work accomplished through the date of _____.

Item	Contractor's Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	\$		\$		\$
Total (Orig. Contract)			\$		\$
C.O. No. 1					
C.O. No. 2					
Accompanying Documentation:		Gross Amount Due..... \$			
		Less ____% Retainage..... \$			
		Amount Due To Date..... \$			
		Less Previous Payments..... \$			
		Amount Due This Application... \$			

Contractor's Certification:

The undersigned Contractor certifies that 1) all previous progress payments received from the Owner on account of work done under the Contract referred to above have been applied to discharge in full all obligations of the Contractor incurred in connection with the work covered by prior Applications for Payment numbered 1 through _____ inclusive; 2) title to all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to the Owner at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to the Owner indemnifying the Owner against such lien, claim, security interest or encumbrance); and 3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20____ Contractor _____

By: _____
(Authorized Signature)

Payment of the above Amount Due of This Application is recommended.

Dated _____, 20____ Project Manager _____

**PUBLIC WORKS CONTRACTOR'S AFFIDAVIT
AS TO OPERATIONS IN THE STATE OF IDAHO
DURING THE PAST FIVE YEARS**

STATE OF IDAHO)

) ss.

County of _____) ss.

_____, being first duly sworn, on
oath deposes and says:

That during the past five (5) years, I have contracted or operated within only the counties and cities as listed on Exhibit A, attached hereto and by reference made a part hereof, within the State of Idaho, in such manner as to expose the Contractor to assessment of taxes, excises or license fees assessable or chargeable by such political subdivisions within the meaning of Idaho Code Title 63, Chapter 15.

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

(SEAL)

Notary Public for Idaho

Residing at _____

Commission expires _____

GENERAL CONDITIONS DEFINITIONS

Wherever used in these Contract Documents or Specifications, the following terms have the meanings indicated.

1.01 OWNER

- A. The word “Owner” shall mean the city of Post Falls so named in the Contract Documents, and who is referred to throughout the Contract Documents as singular in number and masculine in gender. The term “Owner” shall mean the Owner or his authorized representatives. All necessary action by the Owner pertaining to the Contract will be taken by legally constituted authorities empowered to act on behalf of the Owner.

1.02 PROJECT MANAGER

- A. The word “Project Manager” shall mean the individual or firm authorized by the Owner to oversee the performance of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Owner. The responsibility of the Project Manager under this Contract shall be limited and does not include responsibility for the superintendence of construction processes, site conditions, operations, equipment, personnel or the maintenance of a safe place to work or any safety in, on or about the site of the work. The City’s Public Works Director shall identify the Project Manager at the beginning of the project and if changes are made to the Project Manager role.

1.03 RESIDENT PROJECT REPRESENTATIVE

- A. The words “Resident Project Representative” shall mean the individual authorized by the Owner to provide construction observation and administer the execution of the construction phase of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Owner. The responsibility of the Resident Project Representative under this Contract shall not include responsibility for the superintendence of the construction process, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on or about the site of the work. Where a Resident Project Representative is provided at the site of the work, said person shall be the sole authorized representative of the Owner and the Project Manager on-site relations with the Contractor.

1.04 CONTRACTOR

- A. The word “Contractor” shall mean the party entering into Contract with the Owner for performance of the work called for in the Contract Documents, including the Contractor’s authorized agents.

1.05 SUBCONTRACTOR

- A. The word “Subcontractor” shall mean any person, firm or corporation entering into agreement with the Contractor for performance of any part of the Contractor’s obligation under the Contract, and whose contractual obligations are with the Contractor and not with the Owner.

1.06 CONTRACT

- A. The word “Contract” shall mean the agreement between the Owner and the Contractor for the satisfactory performance of the construction work indicated on the Drawings and specified herein and the consideration therefore, all as evidenced by the Contract Documents.

1.07 CONTRACT DOCUMENTS

- A. The “Contract Documents” shall comprise the following documents, including all additions, deletions, modifications and appendices and all addenda thereto as prepared prior to the date of the Bid Opening setting forth modifications or interpretations of any of said documents and all change orders properly executed and agreed to by the Owner and the Contractor during the conduct of the work—Scope of Bid Proposal, Instructions to Bidders, Proposal, Information Required of Bidder, Bid Bond, Contractor’s Non-Collusion Affidavit, Notice of Award, Agreement, Performance Bond, Payment Bond, and all certificates attached hereto, Subcontractor’s Non-Collusion Affidavit, Notice to Proceed, Public Works Contractor’s Affidavit As To Operations in the State of Idaho...., General Conditions, Supplemental General Conditions, Technical Provisions, Drawings, all addenda and Change Orders executed pursuant to the provisions of the Contract. Soils reports, if any, are provided for the convenience of the Contractor for information only, and are not a part of the Contract Documents.

1.08 SPECIFICATIONS

- A. The word “Specifications” shall mean that portion of the Contract Documents comprising the Scope of Bid Proposal, Instructions to Bidders, Proposal, Bidder Information, General Conditions, Supplemental General Conditions, and the Technical Provisions of the Contract, and all referenced portions of material and testing standards and standard specifications, together with all addenda and change orders issued with respect thereto.

1.09 DRAWINGS; CONTRACT DRAWINGS

- A. The words “Drawings” or “Contract Drawings” shall mean that portion of the Contract Documents comprising all Drawings, Plans, maps, profiles, diagrams or other graphic representations delineating the location, nature, extent and form of the work, together with applicable details.

1.10 DATE OF COMPLETION

- A. Completion of the work as referred to herein shall mean substantial completion as determined by the Project Manager. The date of such substantial completion of a project or specified area or part of a project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any change orders

agreed to by the parties, so that the Owner can occupy or utilize the project or specified area or part of the project for the use and purpose for which it was intended. The Contractor shall not be relieved by issuance of a Notice of Completion from meeting all of the requirements of the Contract Documents, and is further obligated to complete or correct all outstanding items of work listed on any attachments to the Notice of Completion within the time specified thereon.

2.01 INTENT OF CONTRACT DOCUMENTS

- A. The intent of the Contract Documents is that the Contractor furnish all labor, materials, equipment and services, except as may be specifically noted otherwise, which are required or necessary to fully complete the construction work.

2.02 SPECIFICATIONS AND DRAWINGS COMPLEMENTARY

- A. The Specifications and Drawings are complementary, and what is called for in one shall be as binding as if called for in both.

2.03 DISCREPANCIES IN THE CONTRACT DOCUMENTS

- A. Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the Project Manager who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors, omissions or ambiguities, but shall comply with any corrective measures regarding the same prescribed by the Project Manager.

2.04 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from conflicts, errors, ambiguities or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
 - 1. Agreement
 - 2. Specifications
 - 3. Drawings
- B. Within the Specifications, the order of precedence is as follows:
 - 1. Addenda
 - 2. Supplemental General Conditions
 - 3. Scope of Bid Proposal
 - 4. Instructions to Bidders
 - 5. General Conditions
 - 6. Technical Provisions
 - 7. Referenced Standard Specifications
 - 8. Proposal
- C. With reference to the Drawings, the order of precedence is as follows:
 - 1. Figures govern over scaled dimensions
 - 2. Detail drawings govern over general drawings

3. Change order drawings govern over contract drawings
4. Contract drawings govern over standard drawings
5. Contract drawings govern over shop drawings

2.05 REFERENCE TO STANDARDS OR PUBLICATIONS

- A. Any reference made in the Contract Documents to any specification, standard or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard or publication in effect as of the date of advertising the work, except to the extent that said standards or publications may be in conflict with applicable laws, ordinances or governing codes. No requirements of the Specifications or the Drawings shall be waived because of any provisions of, or omission from, said standards or publications.

2.06 REFERENCES TO PROPRIETARY PRODUCTS (Not Used)

2.07 CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

- A. Following execution of the Agreement, the Owner will furnish to the Contractor one (1) set of the Contract Documents, including Specifications together with reduced Drawings, if any.

3.01 PROJECT MANAGER'S AUTHORITY

- A. The Project Manager shall have final technical authority on matters concerning 1) all questions which may arise as to the quality and acceptability of proposed substitute materials or equipment; 2) interpretation of Contract Documents; 3) technical review authority over all change orders; and 4) all questions as to the acceptable fulfillment of the Contract by the Contractor.
- B. The Project Manager shall have final technical authority on matters concerning 1) the quality and acceptability of materials and equipment furnished to meet the provisions of the Contract Documents; 2) rate of progress of the work; 3) review of quantities of work performed by the Contractor for pay purposes; 4) technical review of overall construction-related change orders 5) Contract Administration; and 6) Project Manager-Owner-Contractor relations. The Resident Project Representative shall serve as the primary Owner/Project Manager contact with the Contractor during the work, and all communications between the Project Manager and the Contractor and between the Owner and the Contractor shall be handled by utilizing the Resident Project Representative as their contact representative.
- C. Any difference which may arise between the Contractor and any other prime contractors will be mediated by the Project Manager; however, the Project Manager will not mediate disputes between the Contractor and his subcontractors or suppliers.
- D. Neither the Project Manager's authority or responsibility under this article or under any other provision of the Contract Documents nor any decision made by the Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by the Project Manager shall create, impose or give rise to any duty owed by the Project Manager to the

Contractor, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

- E. The Project Manager will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the work. The Project Manager will not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- F. The Project Manager will not be responsible for the acts or omissions of the Contractor or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
- G. The Project Manager's review of the final Application for Payment and accompanying guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.
- H. The limitations upon authority and responsibility set forth in this section shall also apply to the Project Manager's consultants, Resident Project Representative and assistants.

3.02 LEGAL ADDRESS OF CONTRACTOR

- A. The address given in this agreement is hereby designated as the place to which all notices, letters and other communications to the Contractor will be mailed or delivered. The mailing or delivering to said address of any notice, letter or other communication shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Project Manager.

3.03 CONTRACTOR'S DAILY REPORTS

- A. Except where otherwise provided, the Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the Project Manager, and shall be submitted to the Project Manager at the conclusion of each workweek.

3.04 RIGHTS-OF-WAY

- A. Lands or rights-of-way for the work to be performed under the Contract will be provided by the Owner as shown on the Drawings. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. Neither the Owner nor the Project Manager shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

3.05 CONTRACTOR'S OBLIGATIONS

- A. The Contractor, at his own sole cost and expense, shall perform all labor and services and furnish all the materials, tools and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the work required by these Contract Documents, in the manner and within the time stipulated in the Technical Provisions. If, at any time before the commencement or during the progress of the work or any part of it, the Contractor's methods or appliances appear to the Project Manager to be unsafe, inefficient or inadequate for securing the safety of the workers, the quality of the work required, or the rate of progress stipulated, he may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at his own expense; but neither the making of such demands by the Project Manager nor the failure to make such demands shall relieve the Contractor of his obligation to secure the safe conduct of the work, the quality of work required, and the rate of progress stipulated in the Contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his appliances and methods, and for any damage, which may result from their failure or their improper construction, maintenance or operation. All the labor and materials shall be performed and furnished strictly pursuant to and in conformity with the Contract Documents, the lines and grades and other directions of the Project Manager as given from time to time during the progress of the work under the terms of the Contract, and in accordance with working drawings to be furnished from time to time as provided herein. The Contractor shall complete the entire work to the satisfaction of the Project Manager and in accordance with the Specifications and Drawings herein mentioned, at the prices fixed in the Contract. The amount of any applicable sales or use tax imposed by the State or any political subdivision or municipality thereof shall be included in the prices named in the Bidding Schedule(s).
- B. A technically qualified, English-speaking supervisor or superintendent shall be designated in writing as the Contractor's Representative at the site, and shall supervise or superintend the work and shall provide competent supervision of the work until its completion. The supervisor or superintendent shall have full authority to act on behalf of the Contractor, and all directions given by the Project Manager to said supervisor or superintendent shall be considered as having been given to the Contractor. If said supervisor or superintendent is not present on that part of the work where the Project Manager desires to give instructions, such instructions may be given by the Project Manager to the foreman in charge of the particular work to which the instructions apply. Such instructions given to a foreman likewise shall be considered given to the Contractor. Such instructions given by the Project Manager to said supervisor, superintendent or foreman will be confirmed in writing. All instructions and directions given by the Project Manager will be limited to matters properly falling within the Project Manager's authority as specified in Article 3.01, herein, and shall be effective when given, regardless if written or oral.
- C. The Contractor's supervisor or superintendent shall be present at the site of the work at all times while work under the Contract is in progress. Failure to observe this requirement shall be considered as suspension of the work by the Contractor, until such time as such supervisor or superintendent is again present at the site; and no payment will be allowed for any work performed in the absence of such supervisor or superintendent. Work performed in violation of these provisions is subject to removal and reconstruction or reinstallation under the required supervision. No extensions of time will be granted, nor will additional payment be allowed for any costs to the Contractor of slowdown, delays, idled equipment, or any other costs incurred by the Contractor as the direct or indirect result of such suspension. If in the normal conduct of the business of the Contractor it may

become necessary for the designated supervisor or superintendent to leave the site of the work for any reason, the Contractor shall provide an authorized alternate, and a written notice shall be provided to the Project Manager prior to any such absence specifically designating the name of the person authorized to act on behalf of the Contractor during the absence of the designated supervisor or superintendent. Whenever the work is defined as being suspended under the provisions of this paragraph, any such suspension in excess of 15 days shall be just cause for the Owner to terminate the Contract under the provisions of Article 3.14, herein.

3.06 CLAIMS AND PROTESTS

- A. If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any order, instruction or decision of the Project Manager, his Resident Project Representative or of any inspector to be unfair, he shall immediately upon receipt of such order, instruction or decision ask for a written confirmation of same. Upon receipt of written confirmation, the Contractor shall proceed without delay to perform the work or to conform to the order, instruction or decision; but, unless the Contractor finds such order, instruction or decision satisfactory, he shall, within 5 calendar days after receipt of same, file a written protest with the Project Manager stating clearly and in detail his objections and the reasons therefore.
- B. Any decision, order, instruction, notice, or act of omission of the Project Manager to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a statement of his factual and legal contentions with respect thereto in the manner and within the times above specified prior to the Notice of Completion; and such failure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature; provided that the Project Manager may, if the Contractor shows good cause and if the interests of the Owner will not be prejudiced, consider and decide a properly documented protest on its merits notwithstanding the Contractor's failure to submit it within the time above stated. The foregoing provision shall create no right in the Contractor, and failure or refusal of the Project Manager to exercise his authority thereunder shall not be subject to claim by the Contractor.
- C. All protests under this article will be disposed of by agreement between the Project Manager and the Contractor, except that when agreement cannot be reached, the protest will be disposed of by the Project Manager's decision. The Contractor will be informed of the Project Manager's decision within 10 calendar days after the Contractor last submits data pertinent to the protest as provided for in Article 3.06 (A) and (B), herein. Failure of the Contractor to submit all pending, unresolved claims to the Project Manager prior to execution of said Notice of Completion shall constitute a waiver by the Contractor of all such claims, and the decision of the Project Manager shall be final and binding upon the Contractor.
- D. In all matters concerning the validity, interpretation, performance, effect or otherwise of the Contract, the laws of the State in which the project is located shall govern and be applicable. Pending final disposition of a protest, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Project Manager's decision as applicable.

3.07 INSPECTION AND TESTING

- A. All materials furnished and all work performed under the Contract shall be subject to review by the Project Manager. The Contractor shall be held strictly to the true intent of the Contract Documents in regard to quality of materials, workmanship and diligent execution of the Contract. Such review may include field inspection as required. The Project Manager shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and his subcontractors and suppliers as is required to make a complete and detailed inspection.
- B. Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the Owner and used in the work thus removed, shall be borne by the Contractor, regardless of whether or not the work removed is found to be defective. Work covered up without the authority of the Project Manager shall, upon order of the Project Manager, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.
- C. Except as otherwise provided herein, the cost of review and inspection will be paid by the Owner. All inspection fees imposed by public agencies other than the Owner shall be paid by the Contractor.
- D. The Project Manager will make, or have made, such inspections and tests, as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Supplemental General Conditions, the cost of such inspection and testing will be borne by the Owner. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Project Manager, as well as the cost of subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

3.08 ASSIGNMENT FORBIDDEN

- A. The Contractor shall not assign, sublet, sell, transfer or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without the written consent of the Owner. If the Contractor violates this provision, the Contract may be terminated at the option of the Owner. In such event, the Owner shall be relieved of all liability and obligations to the Contractor and to his assignee or transferee, growing out of such termination.

3.09 SUBCONTRACT LIMITATIONS

- A. The Contractor shall perform not less than 20 percent of the work with his own forces (i.e., without subcontracting). The 20 percent requirement shall be understood to refer to work, the value of which totals not less than 20 percent of the Contract Price.
- B. In the Project Manager's discretion, subcontracts may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the Owner's interests. The re-subletting of work by a subcontractor

shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work, which he is to perform.

- C. A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the Project Manager upon the Project Manager's request. Each subcontract shall contain a reference to the Agreement and the General and Supplemental General Conditions of the Contract between the Owner and the Contractor, and the terms of said agreement and conditions of the Contract shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the Project Manager, if, in the Project Manager's opinion, the subcontractor fails to comply with the requirements of the prime contract insofar as the same may be applicable to this work.
- D. The Contractor shall be responsible to the Owner and Project Manager for the acts and omissions of his subcontractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this section shall create any contractual relationship between any subcontractor and the Owner or Project Manager nor relieve the Contractor of any liability or obligation under the prime contract.

3.10 TEMPORARY SUSPENSION OF WORK

- A. General. The Owner, acting through the Project Manager, may, by written notice to the Contractor, temporarily suspend the work, in whole or in part, for such period(s) as he may deem necessary due to: 1) unsuitable weather; 2) delay in delivery of Owner-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work; or 3) failure on the part of the Contractor to carry out the provisions of the Contract, including, but not limited to, failure to provide materials or workmanship meeting the requirements of the Specifications. Suspended work shall be resumed by the Contractor within 5 calendar days of receipt from the Project Manager of written Notice to Proceed.
- B. Effective Date. Such suspension shall be effective upon receipt by the Contractor of the written order suspending the work and shall be terminated upon receipt by the Contractor of the written order terminating the suspension.
- C. Adjustment of Time. If the Contractor is delayed in completion of the work beyond the time named in the Contract Documents for the completion of the work, by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage, or freight embargoes, the Contractor shall be entitled to an adjustment in the time of completion. No such adjustment will be made unless the Contractor shall notify the Project Manager in writing of the causes of delay immediately from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay. No adjustment in time shall be made for delays resulting from noncompliance neither with the Contract nor for ordinary delays and accidents, and the occurrence of such shall not relieve the Contractor from the necessity of maintaining the required progress.
- D. In the event that contract completion is delayed beyond the time named in the Specifications by reason of shortages of Contractor-furnished materials, the Contractor

shall be entitled to an adjustment in time of completion; provided, however, that the Contractor shall furnish documentation acceptable to the Project Manager that he placed or attempted to place firm orders with suppliers a reasonable time in advance of the required date of delivery of the materials in question, that such shortages shall have developed following the date such orders were placed or attempts made to place same, that said shortages are general throughout the affected industry, and that the Contractor shall, to the degree possible, have made revisions in the sequence of his operations, within the terms of the Contract, to offset the expected delay. The Contractor shall notify the Project Manager, in writing, concerning the cause of delay, within 5 calendar days of the beginning of such delay. The validity of any claim by the Contractor to an adjustment in the time of completion shall be determined by the Project Manager, and his findings thereon shall be based on his own knowledge and observations of the events involved and documentation submitted by the Contractor, showing all applicable facts relative to the foregoing provisions. Only the physical shortage of material will be considered under these provisions as a cause for adjustment of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the Project Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

- E. If the Contractor is delayed in completion of the work by reason of changes made under the provisions of Article 5.02 or changed conditions as provided under Article 3.17, herein, or by failure of the Owner to acquire right-of-way as provided under Article 3.04, herein, or by any act of the Project Manager or of the Owner, not contemplated by the Contract, an adjustment in the time of completion will be made by the Project Manager in like manner as if the work had been suspended for the convenience and benefit of the Owner; except that if the work under the Contract is increased as a result of changes, the Project Manager, at his sole discretion, may grant an adjustment in the number of calendar days for completion of the Contract. In the event of such delay, the Contractor shall notify the Project Manager in writing of the causes of delay within 5 calendar days from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay.
- F. Time of Completion. The Contractor shall complete all or any designated portion of the work called for under the Contract within the number of calendar days set forth in the Contract Documents.
- G. Payment for Delay. The contract prices paid for the work shall include full compensation for all costs incurred by reason of any delay to the work, except as otherwise provided in this section. No payment will be made for delay caused by failure on the part of the Contractor to carry out the provisions of the Contract, including failure to provide materials and workmanship meeting the requirements of the Contract Documents, or failure to provide a supervisory representative at the site at all times while work is in progress. In the event of a delay caused by suspension of the work for the sole convenience and benefit of the Owner, or by the failure of the Owner to furnish within contract time requirements, access to the work area for which the Owner is responsible under the Contract; and, provided that the Project Manager or Owner has notified the Contractor in accordance with Article 3.11 (A), hereof, the Contractor will be entitled to payment of the following costs, to the extent that no other contractor is liable therefore and subject to the succeeding provisions:

1. Those actual necessary costs of idle time of construction equipment, idle time of workers, moving of construction equipment, and hauling of materials and equipment which are incurred solely by reason of the delay and which could not have been avoided by the judicious handling of forces, construction equipment and plant, with allowance for overhead and profit as provided in Article 5.03 entitled "Extra Work."
2. Costs incurred, with the written approval of the Project Manager, to mitigate the foregoing costs, with allowance for overhead and profit as provided in Article 5.03 entitled "Extra Work."

The Contractor shall maintain complete and accurate daily records of all such costs, clearly distinguishing them from the costs of other portions of the work, and shall submit a detailed written report of such costs to the Project Manager. In addition, the Contractor shall submit evidence of any cause of delay specified hereinabove. As soon as practicable, following receipt of such report and evidence, if required, the Project Manager will determine the nature and extent of such costs and will, if he finds that payment is due, issue an extra work order therefore, subject to the provisions for Extra Work under Article 5.03. If the Project Manager determines that payment is not due, he will so advise the Contractor in writing. Should the Contractor disagree with such finding, he may submit a notice of protest to the Project Manager as provided in Article 3.06, herein. The Contractor shall provide the Project Manager with access to his daily cost records or certified copies thereof as requested. All such records shall be retained by the Contractor and opened to inspection and audit by the Owner and his authorized representatives. Except for the additional compensation provided hereinbefore, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

3.11 EXTENSIONS OF TIME FOR DELAY

- A. Time of completion will be extended for as many calendar days as the Contractor is specifically required under the provisions of the Technical Provisions to suspend construction operations, or as many calendar days as the Contractor is prevented by unseasonable, inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation(s) for at least 60 percent of the total daily time being currently spent on the controlling operation.
- B. Unseasonable, inclement weather shall mean any weather condition sufficient to prevent all work from proceeding, the duration of which varies in excess of 20 percent from the average conditions expected at the location of the work at the time of the delay, as determined from U.S. Weather Bureau records for the corresponding time of the year for the 3-year period immediately preceding. No extensions of time will be allowed for any inclement weather that could reasonably have been predicted from such weather records at the time of submitting the Contractor's Bid.
- C. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, as defined in Article 3.11 (B), herein, or the conditions resulting from the weather, or the condition of the work prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof, Contractor will not be charged for a working day whether or not conditions

change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

3.12 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

- A. The Owner may terminate the Contract upon written notice to the Contractor, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interests to complete the work. In such case, the Contractor shall have no claims against the Owner except: 1) for the value of work performed up to the date the Contract is terminated; and 2) for the cost of materials and equipment on hand, in transit, or on definite commitment as of the date the Contract is terminated, which would be needed in the work and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Project Manager in accordance with the procedure prescribed for the making of the final estimate and payment under Article 5.08.
- B. When written notice to discontinue work as provided in Article 3.10, herein, is served upon the Contractor after the work has been damaged by an act of God or other causes as defined in said Article 3.10, the Owner or the Contractor, before work other than investigative work is resumed, may terminate the Contract. Upon such termination, the Contractor shall be paid for work performed to the time of occurrence of said act of God or other named cause at the unit prices named in the Contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the work completed to the time of occurrence of the act of God bears to the total work to be performed under the Contract, as determined by the Project Manager.

3.13 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR DEFAULT)

- A. In the event of default by the Contractor, the Owner will suspend the work under the provisions of Article 3.10, herein, and upon 5 calendar days' written notice to the Contractor will terminate the Contract as provided herein. It shall be considered a default by the Contractor whenever he shall: 1) declare bankruptcy, become insolvent or assign his assets for the benefit of his creditors; 2) fail to provide materials or workmanship meeting the requirements of the Specifications; 3) disregard or violate important provisions of the Contract Documents or Project Manager's instructions, or fail to prosecute the work according to the approved progress schedule; or 4) fail to provide a qualified superintendent, competent workmen, or subcontractors, or materials or equipment meeting the requirements of the Contract Documents.
- B. In the event the Contract is terminated in accordance with Article 3.13 (A), herein, the Owner may take possession of the work and of all materials, tools, equipment and property of the Contractor which have been provided in connection with the work, and may complete the work by whatever method or means he may select. The cost of completing the work shall be deducted from the balance which would have been due the Contractor had the Contract not been terminated and the work completed in accordance with the Contract Documents. If such cost exceeds the balance, which would have been due, the Contractor shall pay the excess amount to the Owner. If such cost is less than the balance which would have been due, the Contractor shall not have claim to the difference except to such extent as may be necessary, in the opinion of the Project Manager, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for materials, tools, equipment, property and labor devoted to the prosecution of the work, of which the

Owner shall have received the benefit. In computing such expense, as it related to equipment and property, the salvage value at completion of the work shall be deducted from the depreciated value at the time the Contract was terminated, and the difference shall be considered as an expense.

3.14 TERMINATION OF CONTRACT BY CONTRACTOR

- A. The Contractor may terminate the Contract upon ten (10) calendar days written notice to the Owner, whenever: 1) the entire work has been suspended under the provisions of Article 3.10, herein, for more than ninety (90) consecutive calendar days through no fault or negligence of the Contractor, and notice to resume work or to terminate the Contract has not been received from the Owner within this time period; or 2) the Owner should fail to pay the Contractor any substantial sums due him in accordance with the terms of the Contract and within ninety (90) calendar days after presentation to the Owner by the Contractor of an approved pay estimate, unless within said 10-day period the Owner shall have remedied the condition upon which the payment delay was based. In the event of such termination, the Contractor shall have no claims against the Owner except for those claims specifically enumerated in Article 3.13, herein, and as determined in accordance with the requirements of said article.

3.15 FAILURE TO COMPLY

- A. If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Project Manager, the Owner may have such provisions or orders carried out by others at the expense of the Contractor.

3.16 CHANGED CONDITIONS

- A. The Contractor shall notify the Project Manager immediately and follow up in writing within five (5) days of the following unforeseen conditions, hereinafter called changed conditions, of their discovery and before they are disturbed:
 - 1. Subsurface or latent physical conditions at the site of the work differing materially from those indicated, described or delineated in the Contract Documents; and
 - 2. Unknown physical conditions at the site of the work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
 - 3. Delays caused by the Owner which alter the Contractor's schedule of operations by extending the Contractor's operations into a season whereby the number of available days during which work can be performed is reduced as the direct and sole result of inclement weather, as defined in Article 3.11(B), herein, or conditions resulting therefrom; provided that such delay is sufficient to prevent the Contractor from proceeding with at least 75 percent of the normal labor and equipment force currently engaged in construction operations for at least 60 percent of the total daily time being currently spent on the controlling operation.
- B. The Project Manager will promptly investigate conditions of which he is so notified, or any conditions discovered by him which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If he determines that the conditions

are changed conditions, as defined in Article 3.16(A), herein, that they will materially increase or decrease the costs of any portion of the work, and that such change in costs is not or will not be accounted for in any order for changes in design necessitated by the conditions, he will issue a change order adjusting the compensation for such portion of the work in accordance with the provisions for changes and extra work in Articles 5.02 and 5.03, respectively, in the same manner as if the increase or decrease in costs had been due to changes in design. If the Project Manager determines that conditions of which he has been notified by the Contractor do not justify an adjustment in compensation, he will so advise the Contractor in writing. Should the Contractor disagree with such determination, he may file a written protest to the Project Manager as provided in Article 3.06, herein.

- C. The Contractor may be entitled to a time extension for delay due to changed conditions or unseasonable, inclement weather, subject to the provisions of Article 3.11, herein.
- D. Should the Project Manager temporarily suspend the work by reason of conditions later determined to be changed conditions, such suspension will be considered to be for convenience and benefit of the Owner under Article 3.10, herein. A suspension of the work by reason of conditions claimed by the Contractor to be changed conditions, but later determined not to be changed conditions, will be considered to be for conditions unfavorable for the proper prosecution of the work under said Article 3.10, herein.
- E. The Contractor's failure to give notice of changed conditions as required upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

3.17 LINES AND GRADES (SURVEYS)

- A. The Project Manager will furnish the Contractor with all principal lines and measurements necessary for the proper prosecution of the work. The Contractor shall establish such additional lines, grades and controls as are needed for construction.
- B. Bench marks, base lines, property boundaries, line and grade hubs and other reference and construction points, as originally established by the Project Manager, shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay to the Project Manager all costs of re-establishing them, if they are disturbed. The Contractor shall notify the Project Manager in writing at least ten (10) calendar days in advance of the time he will commence work on any parts of the construction requiring surveys furnished by the Project Manager.
- C. The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements during the project. He shall not proceed until he has made request to the Project Manager for and has received from him such points as may be necessary as the work progresses. The work shall be done in strict conformance with such points.
- D. During the prosecution of the work, the Contractor shall make all necessary measurements and shall be responsible for the accurate placement of the product.

3.18 NON-WAIVER OF CONTRACT TERMS

- A. The failure of the Project Manager or Owner to act or not act under the Contract Documents shall not be construed in any manner to be a waiver of any of the terms and conditions of the Construction Documents, and the Contractor shall not thereby be relieved from performance and full compliance with all the terms and conditions of the Construction Documents and performance of the work.

4.01 DEFECTIVE EQUIPMENT, MATERIALS OR WORK

- A. Inspection of the work by the Project Manager or Owner shall not relieve the Contractor of any of his obligations under the Contract. Even though equipment, materials or work required to be provided under the Contract have been inspected, accepted and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period as provided in Article 6.04.
- B. Any equipment or materials brought upon the job site by the Contractor and subsequently rejected by the Project Manager as not complying with the requirements of the Contract shall be removed immediately by the Contractor to a satisfactory distance from the job site.
- C. If the Contractor shall fail to repair or replace unsatisfactory equipment, materials or work, or to remove unsatisfactory equipment or materials from the job site, within ten (10) calendar days after being ordered to do so by the Project Manager, the Project Manager, acting on behalf of the Owner, may make the ordered repairs or remove the condemned equipment or materials, and the Owner will deduct the cost thereof from any monies due or to become due the Contractor.

4.02 CHARACTER OF WORKERS

- A. None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Project Manager, the Contractor or any subcontractor shall discharge any person who is, in the opinion of the Project Manager, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the Project Manager. Such discharge shall not be the basis of any claim for damages against the Owner, Project Manager or any of his agents.

5.01 BREAKDOWN OF CONTRACT PRICE

- A. Prior to execution of the Contract, if requested by the Project Manager, the Contractor shall submit a detailed price breakdown of any or all of his bid items for the work. Such price breakdown shall include quantities, unit prices and any other information required, in sufficient detail, to enable it to be used by the Project Manager in preparing monthly progress estimates. The Contractor shall use the price breakdown form bound with the Specifications if one is included.

5.02 CHANGES

- A. If the Project Manager finds it inadvisable to comply strictly with these Contract Documents, the Project Manager, with the approval of the Owner, may prescribe a

modification of requirements or of methods of work; and for such purposes the Project Manager may at any time during the life of the Contract, by written order, make such changes as he shall find necessary in the design, line, grade, form, location, dimensions, plan or material of any part of the work, or in the quantity or character of the work. If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided that if such changes or alterations render useless any work already done or materials already furnished or used in the work, the Project Manager shall make reasonable recommendation for allowance.

- B. In the event of increasing or decreasing of work, the total amount of work actually done, or materials furnished shall be paid for according to the unit price established for such work in the unit price bid items, wherever such unit price has been established. An adjustment in compensation will be made for changes that result in an increase or decrease in the total bid price in excess of twenty-five percent (25%). In the event no prices are named in the Contract or in the "Bid Breakdown" to cover increases in the work to be done, or a combination of increases and decreases in such work, the cost of such changes shall be covered as hereinafter provided for extra work.
- C. In the event a part of the work is to be entirely eliminated and no lump sum or unit price is named in the Contract to cover such eliminated work, the cost of the eliminated work shall be agreed upon in writing by the Project Manager and the Contractor. If after the expiration of a reasonable time the Project Manager and the Contractor fail to agree upon the cost of the eliminated work, the Project Manager will unilaterally fix the cost of the eliminated work based upon his estimates of decreased labor and material costs to be incurred by the Contractor. Whether established by agreement of the parties or unilaterally by the Project Manager, to the cost of the eliminated work will be added the allowances for overhead and profit, in accordance with the provisions of Article 5.03, herein.
- D. The Contractor shall proceed to immediately revise his schedule to accommodate the changed work upon receipt of a written order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes. The Contractor shall complete the changed work in accordance with the revised schedule. If in the opinion of the Project Manager the Contractor is not performing the changed work in accordance with the revised schedule, the Project Manager may withhold certification of estimates for payment until such time that the Contractor does perform in accordance with the revised schedule. In the absence of a prior agreement as to the effect on time and cost of the changed work, the Contractor shall submit to the Project Manager, within five (5) working days after receipt of a written order to perform changes, his claim for an extension of time and for the additional compensation which he considers necessary as a result of performing the changes; such claim shall contain an itemized cost breakdown of claimed additional compensation. If the Contractor fails to submit in writing his claims for increased compensation or extension of time within five (5) working days after receipt of a written order to perform changes, the Project Manager may make an equitable adjustment of the Contract completion time and compensation based on his judgment of increases or decreases in costs or in time required to complete the Contract due to the changes.
- E. When required to perform and complete the changed work in accordance with the revised schedule, the Contractor shall provide additional labor, materials, equipment or other factors of production in excess of those in use before the changed work was ordered.

5.03 EXTRA WORK

A. General.

1. If during the performance of the Contract it shall, in the opinion of the Project Manager, become necessary or desirable for the proper completion of the Contract to order work done or materials or equipment furnished which, in the opinion of the Project Manager, are not susceptible of classification under the unit price items named in the Bid Schedule and are not included in any item in the "Bid Breakdown", the Project Manager, with the approval of the Owner, may order, and the Contractor shall do and perform such work and furnish such materials and equipment. Such labor, material and equipment will be classed as extra work and shall be ordered in writing before such work is started. No extra work will be paid for unless ordered in writing. All claims for extra work shall be submitted to the Owner on standard forms provided by the Owner and shall be supplemented by such other data as the Project Manager may require.

2. Extra work and work involving a combination of increases and decreases in the work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Project Manager and the Contractor before the extra work order is issued. In the negotiation of lump sum or unit prices, the agreed estimated cost of the work plus an allowance for overhead and profit, not to exceed the allowances in Article 5.03 (A) (3), herein, shall be used. In the event the Contractor fails to submit his proposal within the prescribed time, or the Project Manager and the Contractor fail to agree upon a price or time adjustment, or both, within a reasonable time, or if in the judgment of the Project Manager it is impracticable because of the nature of the work or for any other reason to fix the price or to adjust the time for completion before the extra work order is issued, equitable payment for extra work and an equitable adjustment in the contract time for completion of the Contract, if justified, will be made by the Project Manager on the basis of his estimate of increases or decreases in the Contractor's cost of the work due to changes, plus an allowance for overhead and profit in accordance with the schedule set forth in Article 5.03 (A) (3), herein; or at the option of the Project Manager, payment may be made on the basis of cost-plus pursuant to Article 5.03 (A) (3), herein.

3. Extra work and work involving a combination of increases and decreases in the work ordered on the basis of cost-plus will be paid for at the actual necessary cost as determined by the Project Manager, plus allowances for overhead and profit. For work involving a combination of increases and decreases in the work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials or equipment provided for under Articles 5.03 (B), (C) and (D), herein. The allowance for overhead and profit will be made in accordance with the following schedule:

ACTUAL NECESSARY COST	OVERHEAD & PROFIT ALLOWANCE
Labor	15%
Materials	15%

The actual necessary cost for labor, materials or equipment will be computed in accordance with Articles 5.03 (B), (C) and (D), respectively, herein. Superintendence, bond and insurance premiums, taxes and other general expense is included under overhead and profit allowance in Article 5.03 (A) (3), herein, and shall not be included in the computation of actual necessary cost. It is understood that labor, materials and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a subcontractor, the allowance specified hereinbefore shall be applied to the labor, materials and equipment costs of the subcontractor, to which the Contractor may add five percent (5%) of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the five percent (5%) increase above the subcontractor's total cost which includes the allowances for overhead and profit specified hereinbefore may be applied one time only for each separate extra work transaction. The Contractor shall furnish the Project Manager daily report sheets covering the direct costs of labor and materials and charges for equipment, whether furnished by the Contractor, subcontractor or other forces, and the report sheets shall be signed by the Contractor or his authorized agent. The daily report sheets shall provide names or identifications and classifications of workmen, and hours worked; size, type and identification number of equipment, and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus work. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

B. Labor. The cost of labor used in performing the work by the Contractor, a subcontractor or other forces will be the sum of the following:

1. The actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits, including health and welfare, pension, vacation and similar purposes. The cost of labor may include the wages paid to foremen when determined by the Project Manager that the services of foremen do not constitute a part of the overhead allowance.
2. All payment imposed by State and Federal laws, including, but not limited to, compensation insurance and social security payments.
3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

At the beginning of the Contract and as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid.

C. Materials. The cost of materials used in performing the work will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

1. Cash or trade discounts available to the purchaser shall be credited to the Owner, notwithstanding the fact that such discounts may not have been taken by the Contractor.

2. In materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Project Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.
 4. If in the opinion of the Project Manager the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job site less cash or trade discount. The Owner reserves the right to furnish materials for the work and no claim shall be made by the Contractor for costs and profit on such materials.
- D. Equipment. The Contractor will be paid for the use of equipment at the rate listed for such equipment specified in the current edition of the U.S. Army Corps of Engineers North Pacific Division (NPD) "Equipment Ownership and Operating Expense Schedule." (See Section 10.) Said rate will be used to compute payments for rented equipment under the Contractor's control through direct ownership. For rented equipment, the Owner will accept rates actually paid, but in no event shall they exceed the rates contained in the current "Rental Rate Blue Book for Construction Equipment," published by Equipment Guide-Book Co., 3980 Fabian Way, Palo Alto, CA 94303 (See Section 10). The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the Project Manager. The Contractor may furnish cost data, which might assist the Project Manager in the establishment of the rental rate.
1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in Article 5.03 (B), herein.
 2. All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.
 3. Before construction equipment is used on the work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Project Manager, in duplicate, a description of the equipment and its identifying number.
 4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

5. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
 6. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- E. Equipment on the Work. The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½ hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 2. When daily rates are listed, any part of a day less than four hours of operation shall be considered to be ½ day of operation. When owner-operated equipment is used to perform extra work to be paid for on a cost-plus basis, the Contractor will be paid for the equipment and operator as follows:
 - Payment for the equipment will be made in accordance with the provisions in Article 5.03 (D), herein.
 - Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or in the absence of such labor established by collective bargaining agreements for the type of workmen and location of the work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 5.03 (B), herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws and all other payments made to or on behalf of workers other than actual wages.
 - To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 5.03 (A) (3), herein.
- F. Special Services. Special extra work or services are defined as that extra work characterized by extraordinary complexity, sophistication or innovation, or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the Project Manager in making estimates for payment for special services.
1. When the Project Manager and the Contractor, by agreement, determine that a special service or extra work is required which cannot be performed by the forces of the

Contractor or those of any of his subcontractors, the special service or extra work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Project Manager, invoices for special services or extra work based upon the current fair market value thereof may be accepted without complete itemization of labor, material and equipment rental costs.

2. When the itemization of labor, materials and equipment rental costs is impractical or not in accordance with established billing practices of the special service industry involved, the Project Manager may accept other evidence of the cost of special services in lieu of itemized invoices.
 3. When the Contractor is required to perform extra work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the extra work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
 4. All invoices for special services will be adjusted by deducting all cash or trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Article 5.03 (A) (3), herein, an allowance of five percent (5%) will be added to invoices for special services.
- G. When extra work ordered by the Project Manager is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner for such work.
- H. All extra work performed hereunder shall be subject to all of the provisions of the Contract, and the Contractor's sureties shall be bound with reference thereto as under the original Contract. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the Project Manager for review prior to the performance of any extra work hereunder.

5.04 RIGHT TO AUDIT

- A. If the Contractor submits a claim to the Project Manager for additional compensation, the Project Manager shall have the right, as a condition to considering the claim and as a basis for evaluation of the claim and until the claim has been settled, to audit the Contractor's books to the extent they are relevant, as determined by the Project Manager. This right shall include the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plants or such parts thereof as may be or have been engaged in the performance of this Contract. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the Project Manager deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the Project Manager for auditing all relevant accounting records and documents and other financial data, and upon request shall submit true copies of requested records to the Project Manager. The Contractor shall maintain records for materials, equipment, etc. that is used in

calculating payment unit price items etc. for one year after acceptance of the project, i.e., through the guarantee period.

5.05 OVERTIME WORK

- A. Except as otherwise provided in this paragraph, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Project Manager in writing. Additional compensation will be paid the Contractor for overtime work only in the event extra work is ordered by the Project Manager, and the change order specifically authorizes the use of overtime work, and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.
- B. All costs of inspection and testing performed during overtime work by the Contractor that is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The Owner shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Contractor.
- C. The City's regular working hours for all employees is eight (8) hours per day and forty (40) hours per week, less paid holiday hours which may occur in a particular week. Regular workdays are Monday through Friday. The City's established paid holidays are as follows:
 - New Year's Day – January 1
 - Martin Luther King Day – Third Monday in January
 - President's Day – Third Monday in February
 - Memorial Day – Last Monday in May
 - Juneteenth – June 19th
 - Labor Day – First Monday in September
 - Veteran's Day, November 11
 - Thanksgiving Day – Fourth Thursday in November
 - Christmas Day – December 25

Necessary field testing and inspection supplied by the Owner will be on the basis of five (5) eight (8) hour days per week, except for recognized holidays. Any field engineering and inspection required beyond the limits herein will be charged to the Contractor at an overtime rate of 1.5 times the regular billing rate.

5.06 LIQUIDATED DAMAGES

- A. The Contractor shall pay to the Owner the amount of One Thousand Dollars (\$1,000.00) for each calendar day that expires, not as a penalty but as liquidated damages, if he fails to complete the work or specified parts of the work within the time(s) agreed upon. The periods for which said damages shall be paid shall be the number of calendar days from the agreed date(s) of completion as contained in the Contract, or from the date of termination of any extension of time approved by the Project Manager, to the date(s) the Project Manager certifies completion of work or specified parts of the work to the Owner as provided in Article 5.08, herein. The Owner may deduct the amount of said damages from any monies due or to become due the Contractor.
- B. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the

Owner would sustain; and said amount is agreed to be the amount of damages which the Owner would sustain.

- C. All times specified in the Contract Documents are hereby declared to be of the essence.

5.07 PROGRESS SCHEDULES

- A. Within ten (10) calendar days after award of the Contract, or at such times as may be required by the Project Manager, the Contractor shall submit construction schedules showing the order in which he proposes to carry on the work and the dates when the various parts are to be begun and completed. Schedules shall be subject to the approval of the Project Manager, and if in his opinion a submitted schedule is inadequate to secure the completion of the work in the time agreed upon or is otherwise not in accordance with the requirements of the Contract Documents, he may require the Contractor to submit a new schedule which will assure timely completion of the work. Schedules shall conform to the requirements of the Technical Provisions.

5.08 FINAL ESTIMATE AND PAYMENT

- A. After the Contractor has certified to the Project Manager, as provided below, that he believes he has completed all of the work on the Contract, the Project Manager will perform a pre-final inspection. When the Project Manager is of the opinion that the Contractor has completely performed all work required under the Contract, he will report physical completion of the work to the Owner and will recommend acceptance of the work. No final payment of the retained percentage shall be made until the Contractor files with the Owner, following acceptance of the work, a Certification of Compliance in form substantially as follows:

"I (we) hereby certify that all work has been performed and materials supplied in accordance with the Plans, Specifications and Contract Documents for the above work, and that:

There have been no unauthorized substitutions of subcontractors, nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Project Manager prior to the start of such subcontracted work,

No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor without prior notice having been submitted to the Project Manager together with the names of all subcontractors,

All claims for material, labor and other services performed in connection with these Specifications have been paid,

All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, and the State Tax Commission, associations and/or others have been paid."

- B. After acceptance of the work by the Owner's governing body and not more than sixty (60) calendar days after filing of the Notice of Completion, unless otherwise provided in the Supplemental General Conditions, the Owner will make final payment to the Contractor of the

amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:

1. Liquidated damages, as applicable.
- 2 Two times the value of any outstanding items of pickup work or punch list items indicated on the Notice of Completion as being yet uncompleted or uncorrected.

5.10 FINAL PAYMENT TERMINATES LIABILITY OF OWNER

- A. Final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage. The acceptance by the Contractor of the final payment referred to in Article 5.08, herein, shall be a release of the Owner and his agents from all claims of and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any person relating to or affecting the work, except demands against the Owner for the remainder, if any, of the amounts kept or retained under the provisions of Article 5.08, herein; and excepting pending, unresolved claims filed prior to Notice of Completion under provisions of Article 3.06 (C)

6.01 PERFORMANCE BOND

- A. The Contractor shall secure, in accordance with Idaho Code Section 54-1926, with a corporate surety or sureties duly authorized to do business in Idaho and satisfactory to the Owner, a Bond in the amount stated in the Scope of Bid Proposal to guarantee faithful performance of the Contract.

6.02 PAYMENT BOND

- A. The Contractor shall secure, in accordance with Idaho Code Section 54-1926, with a corporate surety or sureties duly authorized to do business in Idaho and satisfactory to the Owner, a Bond in the amount stated in the Scope of Bid Proposal to guarantee payment of claims of laborers and material persons under the Contract.

6.03 ADDITIONAL SURETY

- A. If, during the life of the Performance and Payment Bonds, any of the sureties named in said Bond become insufficient in the opinion of the Owner, he may require the Contractor to furnish additional sufficient sureties within five (5) calendar days of receipt of written order to do so. In the event the Contractor fails or neglects to furnish sufficient additional sureties, when ordered, within the prescribed time period, the Owner may suspend the work or terminate the Contract, and the Contractor shall have no claim for damages.

6.04 MAINTENANCE AND GUARANTEE

- A. The Contractor shall guarantee the entire work constructed by him under the Contract to be free of defects in materials and workmanship for a period of one (1) year following the date of acceptance of the work by the Owner's governing body. The Contractor shall agree to make, at his own expense, any repairs or replacements made necessary by defects in materials and workmanship which become evident within said guarantee period. The Contractor hereby agrees to indemnify and save harmless the Owner, the Project Manager and their officers, agents and employees against and from all claims and liability arising

from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Project Manager. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor and his surety shall be liable to the Owner for the cost of such work.

- B. The performance of guarantee and conditions specified in Article 6.04 (A), herein, shall be secured by a Surety Bond, which shall be delivered by the Contractor to the Owner prior to the date on which final payment is made to the Contractor. Said Bond shall be in an approved form and executed by a surety company or companies, in accordance with Idaho Code Section 54-1926, and satisfactory to the Owner in the amount of one hundred percent (100%) of the Contract Price. Said Bond shall remain in force for the duration of the guarantee period specified in Article 6.04 (A), herein. Instead of providing such a bond as described above, the Contractor may, at his option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until the expiration of said guarantee period.
- C. Specific guarantees for periods longer than one year may be specified in the Technical Provisions for certain items or portions of the work.

6.05 INSURANCE

- A. General. After receipt of Notice of Award and prior to execution of the Agreement by the Owner, the Contractor shall obtain all the insurance required under this article and submit said insurance policies to the Project Manager and Owner for review. In addition, the Contractor shall provide the Project Manager and Owner with corresponding certificates of insurance. The Contractor shall submit copies of this article (6.05 Insurance) to his surety for review prior to issuance of the certificates of insurance. The Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained and reviewed. Unless otherwise specified, all insurance required under this article shall be maintained continuously during the life of the Contract up to the date of acceptance of the work by the Owner's governing body and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with Section 6.04. The Contractor's liabilities under this Contract shall not be deemed limited in any way to the insurance coverage required.
- B. Proof of Insurance. The Contractor shall furnish the City Clerk with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been given to the Owner by certified mail."
- C. Scope of Insurance. The insurance shall include the specific coverages set out herein and provided on a "claims made" basis and be issued by a company licensed to do business in Idaho with an "A.M. Best Rating" of A-V or better and be written for not less than the limits of liability and coverages provided. In addition, the insurance required herein, except for Worker's Compensation and Employer's Liability, shall name the Owner and their officers, Project Managers, agents, and employees as "additional insured" under the policies.

1. Worker's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such if its employees are not otherwise protected.

a. State.....Statutory

b. Employer's Liability.....\$1,000,000

The Contractor agrees to waive all rights of subrogation against Owner for work performed under this Contract.

2. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the Owner or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.

a. Combined Single Limit.....\$1,000,000 each occurrence
\$1,000,000 annual aggregate

Products/Completed Operations.....\$1,000,000 each occurrence
\$1,000,000 annual aggregate

Personal Injury.....\$1,000,000 each occurrence
\$1,000,000 annual aggregate

b. Bodily Injury.....\$1,000,000 each occurrence
\$1,000,000 annual aggregate

Property Damage.....\$1,000,000 each occurrence
\$1,000,000 annual aggregate

Policies written on a "claims made" basis, certificate shall so specify and policies continue in force for three (3) years after completion of project.

Policies will include premises/operations, products, completed operations, independent contractors, Owners and Contractors protective, Explosion, Collapse, Underground Hazard, Broad Form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of

motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

- a. Bodily Injury.....\$1,000,000 each person
\$1,000,000 each occurrence
- b. Property Damage.....\$1,000,000 each occurrence
or \$1,000,000 combined single limit

4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions or insure the activities of its subcontractors in the Contractor's own policy, in like amount.

5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the Total Bid Price. Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor and the Owner. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause, including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplemental General Conditions.

D. Policies shall also specify insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the Owner.

All policies will provide for thirty (30) days written notice prior to any cancellation or non-renewal of insurance policies required under Contract. "Will endeavor" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the Company, its agents, or representatives" wording must be deleted from certificates of insurance.

6.06 INDEMNIFICATION OF OWNER AND PROJECT MANAGER

A. To the fullest extent permitted by law, the Contractor shall indemnify, save, hold harmless, and defend at the Contractor's expense including attorney fees, the Owner, the Project Manager, and their officers, agents, and employees, against and from all claims and liability arising under or by reason of the Contract or any performance of the work, but not from the sole negligence or willful misconduct of the Owner and/or the Project Manager. Such indemnification by the Contractor shall include, but not be limited to, the items included in Article 6.06, Paragraphs (1) through (8), following:

- 1. Liability or claims resulting directly or indirectly from the alleged negligence or carelessness of the Contractor or his agents in the performance of the work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or his agents;

2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or his agents;
3. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, his agents or the Owner in the performance of this Contract or any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, unless otherwise specifically stipulated in this Contract;
4. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor or his agents;
5. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor or his agents; and
6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.
7. The Contractor shall reimburse the Owner and the Project Manager for all costs and expenses, including attorney's fees, incurred by said Owner and the Project Manager in enforcing the provisions of this section.
8. Liabilities or claims arising directly or indirectly from any claims of property damage or personal injury by any person, firm or entity arising out of or related to the work, including, but not limited to, agents and employees of the Contractor, subcontractor and suppliers. This includes a waiver by the Contractors, of any immunity from suit, under the applicable workman's compensation laws.

6.07 LAWS AND REGULATIONS

- A. The Contractor shall observe and comply with all Federal, State and local laws, ordinances, codes, orders and regulations which in any manner affect those engaged or employed on the work, the materials used in the work, or the conduct of the work, including I.C. 44-1001 regarding employment of bona fide Idaho residents. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order or regulation, the Contractor shall report the same in writing to the Project Manager. The Contractor shall indemnify and save harmless the Owner, the Project Manager and their officers, agents and employees against all claims or liability arising from violation of any such law, ordinance, code, order or regulation, whether by himself or by his employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in these Specifications shall not in any way limit the obligation of the Contractor to comply with all other provisions of Federal, State and local laws and regulations.

6.08 PERMITS AND LICENSES

- A. Unless otherwise provided in the Supplemental General Conditions, the Contractor shall obtain at his own expense all permits and licenses required for prosecution of the work,

and shall pay all taxes properly assessed against his equipment or property used in connection with the work.

- B. Similarly, the Contractor shall bear all costs relating to traffic control or safeguarding of persons or property required by said agency or utility.

6.09 SALES AND USE TAXES

- A. The Contractor shall pay all sales and use taxes assessed by Federal, State or local authorities on materials furnished by the Contractor in performance of the work.

6.10 LABOR DISCRIMINATION

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, disability or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rate of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and education 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 will 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 Appendix "A", which by this reference is incorporated herein.

6.11 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons in the vicinity of the work.

6.12.1 SANITARY PROVISIONS

- A. The Contractor shall provide and maintain such sanitary accommodations for the use of its employees and those of its subcontractors as may be necessary to comply with the requirements of State and local health departments.

6.13 FEDERAL SAFETY AND HEALTH REGULATIONS

- A. Contractors and subcontractors shall comply with the provisions of the "Safety and Health Regulations for Construction," as promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29 CFR Part 1926.
- B. Contractors and subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970", as set forth in 29 CFR 1926.

6.14 CONTRACTOR'S RESPONSIBILITY FOR LOSSES AND DAMAGE

- A. Risk of Loss. Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the work caused by an act of God or other causes as specified for adjustment of time in Article 3.10(C), the Contractor shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from an encumbrance on the line of work, or because the nature of the ground in or on which the work is done is different from what is assumed or on account of the weather, floods or other causes.
- B. Materials and Facilities. The Contractor shall be responsible for materials and facilities as hereinafter provided; and in the event of his failure to carry out said responsibilities, the same may be carried out by the Owner at the expense of the Contractor.
 - 1. The Contractor shall be responsible for any material furnished him and for the care of all work until its completion and final acceptance, and he shall, at his own expense, replace damaged or lost material and repair damaged parts of the work.
 - 2. The Contractor shall protect Owner facilities from damage resulting from his work. Owner facilities damaged by or as a result of the Contractor's work under this Contract shall be repaired or replaced, as directed by the Project Manager, at the Contractor's expense.

6.15 BENEFICIAL USE OR PARTIAL UTILIZATION

- A. The Owner shall have the right to utilize or place into service any item of equipment or other usable portion of the work prior to completion of the entire project. Whenever the Owner plans to exercise said right, the Contractor will be notified in writing by the Owner, identifying the specific portion(s) of the work to be so utilized or otherwise placed into service, hereinafter referred to as beneficial use.
- B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the work to be placed into beneficial use shall be borne by the Contractor. Upon issuance of said written notice of beneficial use, the Owner will accept responsibility for the protection and maintenance of all such items or portions of the work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date of said notice.
- C. The Contractor shall retain full responsibility for satisfactory operation of the total project, however, the Contractor's guarantee period shall commence only after the issuance by the Owner of the final Notice of Completion for the entire project. The Contractor will be given credit for the time already used for that portion(s) previously placed into beneficial use by the Owner with regard to the guarantee period.

7.01 RESIDENT PROJECT REPRESENTATIVE

- A. The Project Manager and/or Owner shall furnish the services of a Resident Project Representative, assistants and other staff to assist the Project Manager in observing performance of the work of the Contractor. The furnishing of such services will not make

the Project Manager responsible for or give the Project Manager control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents and in particular the specific limitations set forth in Section 3 of the General Conditions are applicable.

- A. The duties and responsibilities of the RPR are limited to those of the Project Manager to the construction Contract Documents, and are further limited and described as follows.
- B. The RPR is the Project Manager's agent at the site, will act as directed by and under the supervision of the Project Manager, and will confer with the Project Manager regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work shall in general be with the Project Manager and the Contractor keeping the Owner advised as necessary. The RPR's dealings with subcontractors shall only be through or with the full knowledge of and under the direction of the Project Manager.
- C. Schedules. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor; and consult with the Project Manager concerning acceptability.
- D. Conferences and Meetings. Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- F. Liaison.
 - 1. Serve as the Project Manager's liaison and Contractor, working principally through the Contractor's Superintendent and assist in understanding the intent of the Contract Documents; and assist the Project Manager in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
 - 2. Assist in obtaining from the Owner additional details or information, when required for proper execution of the work.
- G. Shop Drawings and Samples.
 - 1. Receive samples, which are furnished at the site by the Contractor, and notify the Project Manager of availability of samples for examination.
- H. Review of Work, Rejection of Defective Work, Inspection and Tests.
 - 1. Conduct on-site observations of the work in progress to assist the Project Manager in determining if the work is in general proceeding in accordance with the Contract Documents.
 - 2. Report to the Project Manager whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Project Manager of the work that the

RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

I. Interpretation of Contract Documents. Report to the Project Manager when clarifications and interpretations of the Contract Documents are needed; and transmit to the Contractor clarifications and interpretations as issued by the Project Manager.

J. Records.

1. Maintain at the job site orderly files for correspondence, reports of job conferences, reproductions or original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, the Project Manager's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
2. Keep a diary or log book recording the Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Send copies to the Project Manager.
3. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials.

K. Reports.

1. Furnish the Project Manager periodic reports as required of progress of work and of the Contractor's compliance with the progress schedule.
2. Consult with the Project Manager in advance of start of important phases of the work.
3. Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommends to the Project Manager change orders, work directive changes, and field orders.
4. Report immediately to the Project Manager and the Owner upon the occurrence of any accident.

L. Payment Requests. Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Project Manager, noting particularly the relationship of the payment requested to the schedule of values and work completed.

M. Completion.

1. Before the Project Manager issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.

2. Conduct final inspection in the company of the Project Manager, the Owner and the Contractor, and prepare a final list of items to be completed or corrected.
3. Observe that all items on final list have been completed or corrected, and make recommendations to the Project Manager concerning acceptance.

N. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents unless authorized by the Project Manager;
2. Exceed limitations of the Project Manager's authority as set forth in the General Conditions or the Contract Documents;
3. Undertake any of the responsibilities of the Contractor, subcontractors or the 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 unless such advice or directions are specifically required by the Contract Documents;
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work;
6. Accept Shop Drawing or sample submittals from anyone other than the Contractor;
7. Authorize the Owner to occupy the project in whole or in part; and
8. Participate in specialized field tests or inspections conducted by others except as specifically authorized by the Project Manager.

8.01 TAX REPORTING REQUIREMENTS

- A. In accordance with the provisions of Sections 54-1904(A) and 63-3621(A) of the Idaho Code, the Owner is required to report all Public Works Contracts to the State Tax Commission. Excerpts from these sections and appropriate Public Works Contract Report forms follow this page. The Contractor shall be responsible for completing the report as necessary and returning the forms to the Owner. **SAID SUBMITTAL SHALL BE REQUIRED AS PART OF THE NOTICE TO PROCEED.**

**CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(Idaho Code 63-1503)**

"The Contractor, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he is engaged is of a transitory character and that in the pursuit thereof his property used therein may be without the State 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, 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 said taxes, excises and license fees are not payable at the end of said term but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
3. that, in the event of his 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 payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said Contractor is liable."

CONTRACTOR

By_____

Name_____

Address_____

(Seal)

ATTEST:

Name_____

**AFFIDAVIT OF PAYMENT OR SECUREMENT
OF ALL TAXES**

STATE OF IDAHO)
) ss.
County of _____)

_____, being first duly sworn,
on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he had paid or
secured to the satisfaction of the respective taxing units all taxes for which he or his property is
liable, now due or delinquent, including assessments, excises and license fees levied by the State
of Idaho or any taxing unit within the State of Idaho.

Dated this _____ day of _____, 20_____.

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

(SEAL)

Notary Public for Idaho

Residing at _____

Commission expires _____

TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Description

A. Description of Work

The work to be performed in accordance with this section includes the application of bituminous material followed by the application of a cover material and fog coat.

The Contractor shall provide the necessary equipment, labor and materials to complete the basalt chip sealing and fog coat of those roadways described in the Contract Documents, in accordance with these Specifications, as directed by the Project Manager. All work shall be in accordance with the applicable latest sections of the Idaho Department of Transportation (ITD) Standard Specifications for Road and Bridge Construction, supplemental Specifications, and all recent revisions to the same.

1.2 Quality Assurance

A. Reference Test Standards and Specifications

ASTM D977, Emulsified Asphalt

ASTM D2397, Cationic Emulsified Asphalt

1.3 Submittals

A. Certificates of Compliance

1. Bituminous Prime Coat
2. Bituminous Tack Coat

B. Supplier's Recommendation

1. Mix Design
2. Type and Grade of Bituminous Prime Coat
3. Type and Grade of Bituminous Tack Coat
4. Application Temperature, Dilution Recommendations

1.4 Product Delivery Storage and Handling

Take all necessary precautions in accordance with manufacturer's guidance, industry standards, and applicable rules and regulations in handling, storing and applying emulsified asphalts so as not to damage the product or damage the environment.

2. MATERIALS

2.1 Seal Coat and Fog Coat

A. Surface Preparation

Prior to placement, Post Falls Street Department Crew will clean the pavement. Each particular street must be cleaned not more than 24 hours in advance of the seal coat being applied.

B. Bituminous Materials

Prime coat bituminous material shall conform to the requirements of ITD Standard Specification Section 702.03 for Type CRS-2P emulsion undiluted.

Fog coat material shall conform to specifications equal to BITU-60-Dil.

C. Cover Material

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliche, synthetic materials, organic matter or foreign substances. Aggregate shall originate from basalt rock. The selected cover coat gradation shall be noted on the project documents and will comply with gradation limits listed in Table 2.1.

All aggregates must be washed prior to gradation.

The grading shall meet the following requirements when tested in accordance with the requirements of applicable ITD Test Methods.

Table 2.1 Cover Coat Aggregate

Sieve Size	3/8" Nominal Maximum Aggregate	No. 4 Nominal Maximum Aggregate
3/8"	100	
1/4"	--	100
No. 4	0-25	0-100
No. 8	0-5	0-40
No. 16	--	0-10
No. 50	--	0-5
No. 200	0-1.0	--

A representative portion of the coarse material will be obtained and tested by the owner from the contractor's aggregate supply prior to construction.

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following requirements:

Maximum loss of 9 percent at 100 revolutions.

Maximum loss of 40 percent at 500 revolutions.

The percent of carbonates in aggregate shall be a maximum of 30.

The percent of crushed faces on aggregate retained on #4 sieve shall be at least 70 when tested in accordance with AASHTO T 335, Method 1.

The Flakiness Index shall be a maximum of 25 when tested. The cleanness value shall be a minimum of 80 when tested in accordance with ITD T-72.

The Bulk Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with AASHTO T-85.

D. Rate of Application

The rate of application for the bituminous material shall be approximately 0.32 to 0.37 gallons per square yard for 3/8-inch nominal maximum aggregate and the rate of application shall be 0.20 to 0.25 gallons per square yard for 1/4 inch (No. 4) nominal maximum aggregate or as determined by the Project Manager. The rate of application for the cover material shall be approximately 24 to 30 pounds per square yard for 3/8-inch nominal maximum aggregate and 10 to 15 pounds per square yard for 1/4 inch (No. 4) nominal maximum aggregate or as determined by the Project Manager.

E. Application Temperatures

At the time of application, the temperature of the bituminous material shall be between 125 degrees and 185 degrees Fahrenheit.

3. EXECUTION

3.1 Preliminary Investigation of the Work

Verify all preliminary work has been performed in accordance with the Plans and Specifications prior to application of seal coat.

3.2 Weather Limitations

The seal coat shall be placed only when the roadway surface is dry and there is no imminent threat of rain. The roadway surface temperature must be at least 85 degrees Fahrenheit and rising, with air temperature of at least 65 degrees Fahrenheit.

3.3 Seal Coat Application

A. Preparation of Surface

1. Post Falls Street Department's Responsibility

Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of dirt and other objectionable material by the City of Post Falls Street Division Crew. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. In rural areas, power brooms

may be used. When necessary, cleaning shall be supplemented by hand brooms.

The bituminous material shall not be applied until an inspection of the surface has been made by the Project Manager and surface is determined to be suitable.

2. Contractor's Responsibility

All manhole and valve covers will be located and required to have adequate protection from the bituminous material. Also, all pre-determined (by the City) thermoplastic markings shall have adequate protection as well. The protection will be removed within 48 hours after the basalt chip seal has been applied and covers will be in acceptable operating condition.

The bituminous material shall not be applied until an inspection of the surface has been made by the Project Manager and surface is determined to be suitable.

3. Application of Bituminous Material

The bituminous material shall be applied as soon as possible after preparation of surfaces. At the time of application, roadway surface temperatures shall be within the ranges specified in 3.2. Application methods shall ensure that a uniform distribution is obtained over the area to be sealed. The cover coat aggregate shall be spread immediately after bituminous material has been applied, but no longer than 3 minutes shall elapse before aggregate application. In no instance shall the bituminous material be allowed to set prior to cover coat aggregate application. The maximum distance that the bituminous material is applied in advance of the chips will be determined by the Project Manager.

The surfaces of structures, curbing, trees and shrubbery adjacent to the areas being seal coated shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage and cleaning of such structures or landscaping, as well as vehicles.

4. Application of Cover Material

Immediately following the application of the bituminous material, the cover coat aggregate shall be spread with a self-propelled mechanical spreader. The spreading equipment shall be capable of applying a uniform application of cover coat aggregate. The self-propelled requirement may be waived for projects fewer than 10,000 square yards.

At the time of application, aggregate shall be within the temperature range of 250 degrees and 350 degrees Fahrenheit measured at a point 6 to 12 inches below the top of the load.

At the time of application, uncoated aggregate shall not contain moisture in excess of a saturated, surface dry condition when liquid or paving grade asphalt is used as the seal coat binder.

The application rate for cover material shall be as specified in 2.1.D of this specification.

3.4 Rolling

Immediately following the application of the cover material, the surface shall be rolled with three self-propelled pneumatic-tired rollers. Elapsed time from cover coat application to initial rolling shall not exceed 5 minutes. Three coverages each shall be made with the pneumatic rollers. Each roller shall carry a minimum of 2,000 pounds on each wheel and a minimum of 60 psi in each tire. The rollers shall not travel in excess of 12 miles per hour. A minimum of three self-propelled pneumatic rollers shall be required for all project areas.

3.5 Joints

All joints shall be constructed as approved by the Project Manager such that there is a uniform application of cover material and bituminous material.

3.6 Distributing Equipment

Distributor trucks shall be of the pressure type with insulated tanks. Gravity distributors will not be permitted.

Spray bars and extensions shall be of the full circulating type. The spray bar shall be adjustable to permit varying height above the surface to be treated.

The nozzle spacing, center-to-center, shall not exceed six (6) inches. The valves shall be operated so that one or all valves may be quickly opened or closed in one operation. The valves that control the flow from the nozzles shall be of a positive acting design so as to provide a uniform, unbroken spread of bituminous material on the surface.

The distributor shall be equipped with devices and charts to provide for accurate, rapid determination and control of the amount of bituminous material being applied. The distributor shall be equipped with an adequate speedometer of the auxiliary wheel type or electronic meter device measuring ground speed in feet per minute. The distributor shall also be equipped with pressure gauges and an accurate thermometer for determination of the temperature of bituminous material. The spreading equipment shall be designed so that uniform application of a bituminous material can be applied in controlled amounts ranging from 0.05 to 2.0 gallons per square yard. Transverse variation rate shall not exceed ten (10) percent of the specified application rate. The distributor shall be equipped with a hose and nozzle attachment to be used for spotting skipped areas and areas inaccessible to the distributor. Distributor and booster tanks shall be maintained as to prevent dripping of bituminous material from any part of the equipment.

Equipment that fails to perform satisfactorily shall be removed from the job and replaced with equipment that meets the standards and satisfactorily performs.

3.7 Fog Seal

Following the cleanup of the basalt chip seal by the contractor, the streets that are listed will be fog sealed using bituthene Bitu-60 or a comparable material at an application rate of 0.10 minimum to 0.12 gallons per square yard using equipment that meets or exceeds the standards in 3.6.

The surfaces of structures, curbing, trees and shrubbery adjacent to the areas being seal coated shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage and cleaning of such structures or landscaping, as well as vehicles.

****END OF DOCUMENT****

Appendix A

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, age, disability 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, age, disability 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.

2025 Chip Seal Contract

Ross Junkin/Maintenance Manager
Public Works
5/6/2025



Advertisement & Bids:

- Pre-qualification process (2 qualified contractors)
- One bid received
 - Poe Asphalt: \$ 679,058.00

Recent comparisons (of low bids)

	Square Yard Unit Price		
Year	1/4" Chip Seal	3/8" Chip Seal	Fog Seal
2025	\$3.45	\$4.75	\$0.48
2024	\$4.55	\$7.00	\$0.50
2023	\$3.00	\$4.00	\$0.45
2022	\$2.75	\$3.26	\$0.32
2021	\$1.65	\$3.00	\$0.30

FY25 Budget

- \$600K dedicated budget for annual Asphalt Sealing related work.
- Staff will use funds from the Street Reconstruction budget line in order to make up the additional costs.

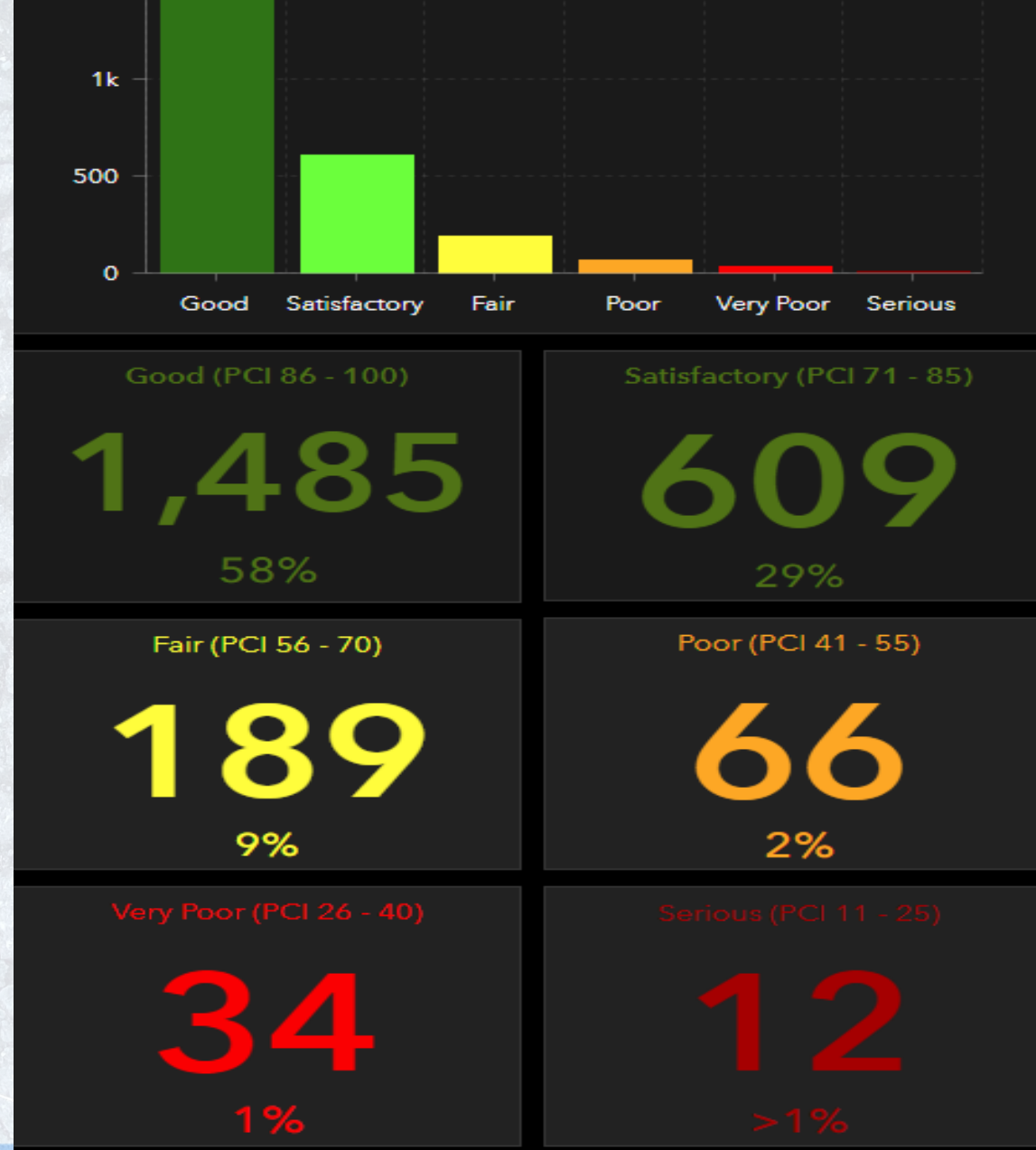
Comparing Past Chip Seals

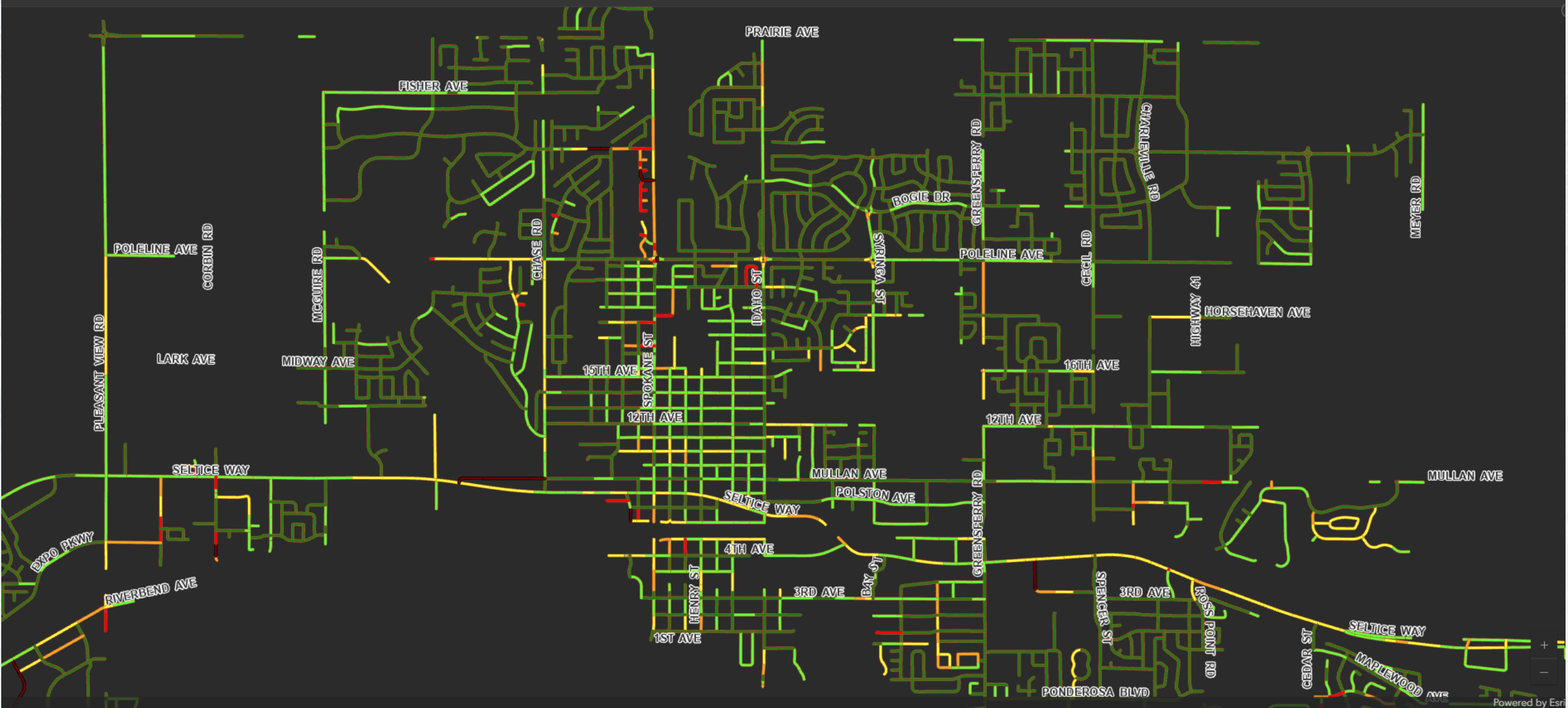
- As of 2024: ~209 center lane miles

Year	Miles	% of City Chip Sealed
2025	8.58	4.1 %
2024	5.31	2.7 %
2023	4.87 (6.48)	2.5 %
2022	6.15	3.1 %
2021	5.86	2.9 %

- Best Management Practice: Chip Seal streets every 7-10 years = 30/21 miles per year
- Using current pricing, (~\$80K per mile) = \$2.4 million/year (7-year interval)

2022 Pavement Condition Data





Future Chip Seals

- Chip sealing is the most cost-effective way to prolong the life of our streets. It seals the asphalt from water (freeze-thaw cycles), UV rays, and provides an additional wear/traction layer.
- We expect the cost to continue increasing in the future.
- Staff plans to use the budget request process to keep up with price increases.

Future Pavement Assessments

- Staff plans to do future Pavement Condition Assessments on a consistent basis to monitor our streets

Recommendation

- Staff recommends awarding this contract to Poe Asphalt Paving Inc.
- Bid amount of \$ 679,058.00 + contingency of 5% (\$ 33,952.90)
- **Total requested amount = \$713,010.90**

Questions?

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/6/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Police Department Parking Lot Improvements

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the contract with HMM Engineering for the design of the Police Department Parking Lot Improvements

DISCUSSION:

Additional secured and public parking is needed at the Police Department. This need was outlined in the 2021 Facilities Needs Assessment.

The City purchased roughly 2 acres of property, east of the Police Department Headquarters to expand the Police Department campus. A portion of this property will be utilized to expand the secured parking for police personnel and Police Department vehicles. These improvements will include an expansion of the public parking area to accommodate visitors accessing the Police Department campus. These improvements address the current need at the site and include the additional spaces that are likely to be required at the time of a future expansion of the Headquarters building. A few of the significant elements of this project include the parking lot design, site lighting, stormwater utilities and frontage improvements.

HMM Engineering was selected from the City's consultant roster following an interview with city staff and HMM Engineering. This Agreement authorizes the design and bidding services with HMM. Construction documents are expected to be completed at the end of this year with construction bidding to occur in early 2026. City Staff will return with a recommendation and project update following the bidding phase of this Agreement. Construction of this project is anticipated to occur in 2026.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this work is budgeted through Public Safety Impact Fees. Approval is requested for the base contract value of \$90,475 and a 10% contingency of \$9,047 to be authorized by the Public Works Director, or his designee. Total value of this request is \$99,522.

If needed at a future time, City Council approval will be sought to authorize other services, including construction assistance.

BUDGET CODE:

035-420.0000.95015

ATTACHMENTS:

1. 050625 PPT Presentation
2. HMM Scope and Agreement

Police Department Parking Lot Improvements Professional Services Agreement with HMM Engineering

Andrew Arbini, Projects Division Manager
Public Works Department
May 6, 2025

Project Background

- Police Department Headquarters constructed in 2003
- Need for expansion identified in 2021 Facilities Needs Assessment
- Critical need for additional parking space



Project Overview

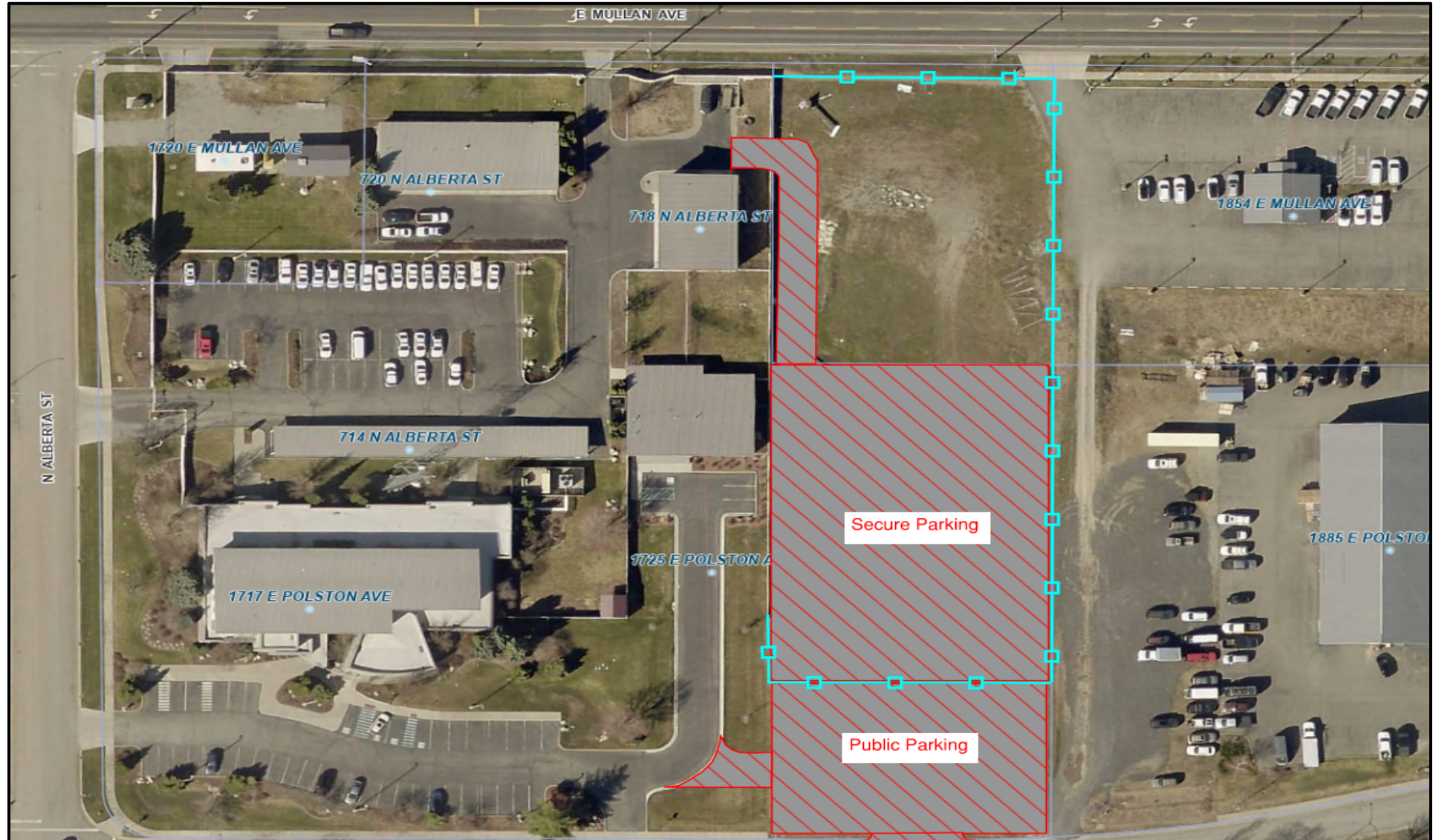
- Expand secured parking facilities for police personnel and department vehicles
- Expand public parking facilities for visitor access to the Police Department campus
- Parking lot improvements will provide the additional parking spaces required with a future expansion of the Headquarters building.
- Site improvements will include stormwater and miscellaneous utilities, site lighting and frontage improvements.

Existing Parking Facilities

- Staffing level: Over 100 Police Department personnel and volunteers operate from this site
- Current need for additional parking space for staff, department vehicles and supporting equipment
- Inadequate amount of parking for public visitors to the Police Department Headquarters and the Animal Shelter, co-located on the campus.



Conceptual Plan



Professional Services Agreement

Engineering and Design Agreement	\$ 90,475
Contingency	<u>\$ 9,047</u>
Total Requested	\$ 99,522

Budgeted and funded through Public Safety Impact Fees: GL 035-420.0000.95015

Next Steps

- Project design and bidding
- City Staff will provide a recommendation and project update to City Council, following construction bidding
- Anticipate project construction in 2026

A scenic landscape photograph of a forested hillside. In the foreground, large, grey rocks are covered in vibrant green moss. Several bare, thin branches of shrubs or small trees are scattered across the scene, some in sharp focus and others blurred. The background shows a dense forest of tall, thin evergreen trees on a sloping hillside. Patches of snow are visible on the ground and on the rocks in the distance. The sky is filled with soft, white clouds. A semi-transparent, olive-green rectangular box is positioned in the center of the image, containing the word "Questions" in a large, white, sans-serif font.

Questions

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Public Works Department – Projects 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: Andrew Arbini, Projects Division Manager. Phone: (208) 457-3378.
Email: aarbini@postfalls.gov

CONSULTANT:

HMH Engineering
3882 N. Schreiber Way, Suite 104, Coeur d’Alene, Idaho 83815
Firm Project Manager: Brett Cummings, PE. Phone: 208-635-5825
Email: bcummings@hmh-llc.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 HMH Engineering having offices for the transaction of business at 3882 N. Schreiber Way, Suite 104, Coeur d’Alene, Idaho 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 Professional Engineering, Surveying and Design Services for the development of a parking lot and surrounding improvements, located at the City of Post Falls Police Department, 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 “B”**, 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 “B”**, which is incorporated herein by reference. All services required hereunder will be performed by the Consultant or under the Consultant’s direct supervision, and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services. The Consultant must coordinate work with the City Project Manager or their representative.

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

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

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

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

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid at an hourly rate based on the rates listed in the budget section of **Exhibit “C”**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed [\$90,475.00] without an Amendment approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended by an Amendment to the Agreement.

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

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

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

3.5. METHOD OF PAYMENT: The City, in its sole discretion, may elect to make payment by warrant (check), 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 forty-five (45) days prior notice submitted to the City. The policy must be endorsed, and the certificate must reflect that the City of Post Falls is named as an additional

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

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

4.3. AUTOMOBILE INSURANCE: The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without forty-five (45) days prior written notice to the City of Post Falls.

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

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

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

ARTICLE 5. CONTRACT TERMINATION

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

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

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

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

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

ARTICLE 6. INDEMNIFICATION

6.1. CONSULTANT TO INDEMNIFY CITY: The Consultant agrees to indemnify, defend (at the City's sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Consultant performed under this Agreement by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the City shall not apply to liability for damages arising from bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents, or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence 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 more. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims, or actions identified under any legal theory related to the Consultant's services under this Agreement and any continuation or extension of such services.

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

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

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

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

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

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

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

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

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

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

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

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

has any personal or financial interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

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

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

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).
- b. **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals,

hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.

- c. **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
- d. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

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

- 1. Amendments to the Agreement; and
- 2. This Agreement; and
- 3. Exhibit “A” Nondiscrimination Requirements; and
- 4. Exhibit “B” Scope of Work for Professional Services
- 5. Exhibit “C” Project Estimate
- 6. Exhibit “D” 2025 Land Development Rate Schedule
- 7. Attachment “A” Proposed Test Pits
- 8. Attachment “B” Precision Engineering Scope of Work
- 9. Attachment “C” Project Schedule

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: May ____, 2025

CONSULTANT

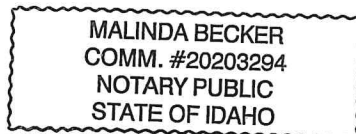
Alexander M Hall, Managing Member
HMH Engineering

Date: April 24, 2025

State of Idaho)
 : ss
County of Kootenai)

On this 24th day of April, 2025 before me, a notary for the State of Idaho, personally appeared Alexander M Hall who, being by me first duly sworn, declared that they is a Managing Member of HMH Engineering that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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



Notary Public for the State of Idaho
Residing at: Kootenai County
My Commission Expires: 8-28-2026

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/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

EXHIBIT B
SCOPE OF WORK FOR PROFESSIONAL SERVICES

This scope consists of the following documents which are incorporated herein by reference:

- a. Project Estimate (Exhibit B)
- b. Rate Schedule (Exhibit C)
- c. Preliminary Site Plan (Attachment A)
- d. Geotechnical Test Pit Exhibit (Attachment B)
- e. Subconsultants Scope and Fee (Attachment C)
- f. Schedule

1. Scope of Engagement. Client has engaged HMH to perform the following described services (collectively “Services”)

HMH will provide all of the necessary civil engineering design services for the purpose of expanding the parking lot for the Post Falls Police Department within Interstate Business Center 2nd Addition, Tax #23239 in Lots 8, Block 1(southern lot) and Tax #23242 in Lots 1, Block 1(northern lot) within Kootenai County Parcel No(s). P4273001008A (southern lot) & P4273001001A (northern lot) at the address of 1805 E Polston Avenue, Post Falls, Idaho. The site currently exists as an undeveloped site with CCS Zoning. The client intends to expand the parking lot with a mixture of public and secure parking, and install utility infrastructure to serve the proposed development for the current and future needs of the site. The Preliminary Site Plan that was prepared by the client is shown on Attachment A.

HMH will complete a topographic survey of the parcel and locate significant permanent physical features. Underground utilities will be shown per an 811 locate. This scope will also include a boundary survey.

HMH will provide geotechnical as defined in the scope below consisting of both field work and laboratory work to provide the client with a report with recommendations for the design phase of the project.

HMH will provide civil design services based on the Site Plan prepared by HMH during the preliminary design phase and approved by the City. Construction Documents will include grading plans, stormwater management, utility connections, and other civil related items.

- Surveying Services
 - Topographic Survey
 - Boundary Survey without Record of Survey
 - Boundary Survey with Record of Survey if property corners are missing (if required)
- Geotechnical Services
 - Field Investigation - An initial site visit will be conducted to locate the planned test pits on both the upper and lower planned parking areas. HMH will utilize 811 utility notification center to inform utility companies of the work. To evaluate the subsurface conditions at the site, HMH will subcontract with an excavation contractor to complete up to eight (8) test pits to depths of approximately 5-6 feet each as indicated on the attached site plan. Samples will be obtained to classify soil and determine engineering

properties.

- Laboratory Testing - Upon completion of the field investigation, laboratory testing of select soil samples will be completed to assist with providing engineering recommendations for the parking lot construction. Depending on soil types encountered during exploration, we expect soil samples will be tested for the following engineering parameters including but not limited to: particle-size gradation (ASTM D-6913) and maximum dry density (ASTM D-1557).
- Report Preparation - Based on the results of the field investigation and laboratory analysis, HMM will complete an engineering analysis and prepare recommendations to support the proposed parking lot development. Our analysis and associated recommendations will include a discussion and summary of soil conditions encountered, summary of laboratory testing results, recommendations for site preparation, drainage, and pavement design. The report will also address possible reuse of onsite soils during construction.
- Geotechnical Assumptions - Client will provide legal access to the site to complete the work. Laboratory testing may take 2-3 weeks after completion of field work. Report preparation may take 2-3 weeks after completion of laboratory testing. No recommendations will be included for a possible future building on the site. No construction phase services are included in this proposal.
- Civil Design Services – Preliminary Engineering
 - Preliminary Engineering including Site Plan Concepts, Preliminary Utility Planning, and Preliminary Grading and Stormwater Design
 - Stakeholder Meetings (up to 3 total) with City of Post Falls and Post Falls Police Department
- Civil Design Services – Construction Documents
 - Site Development Plans
 - Site Grading Plans
 - Stormwater Management Plan and Report
 - Utility Design Plans (Water & Sewer)
 - Erosion Control Plan
 - Civil Details/City Standard Details
 - Landscape/Irrigation Plans

Construction Document Submittals:

- Preliminary Design Submittal (50%): Submit an electronic copy to the Owner with the 50% design plan submittal. Participate in a 50% design review meeting.
- Design Submittal (80%): Incorporate comments received during the preliminary design review process into the final project design plans. Participate in a 80% design review meeting.
- Final Design Submittal (100%): Incorporate comments received during the 80% design review process into the final project design plans. Provide the Owner with one (1) complete copy of the final design documents and submit to the City of Post Falls and other agencies.
- Civil Design Services – Bidding and Contract Documents
 - Prepare bidding and construction documents for the project elements. Complete bid documents and specifications will be prepared and will refer to requirements of ISPWC

and the City. Includes preparation of final quantity calculations and engineer's opinion of probable construction costs.

- Design Phase Project Coordination
 - Required Project Meetings and Client Coordination
 - Agency Involvement and Coordination
 - Dry Utility Coordination – Gas, Telecommunications, Power
- Subconsultant Services – Parking Lot Lighting Design
 - Please see Attachment B
- Bidding Services
 - This task assumes HMH will provide bid advertisement and document distribution, provide responses to prospective bidder's questions, conduct a pre-bid conference and distribute minutes, open bids publicly, prepare bid tabulations and submit to City with a recommendation of award.

Assumptions:

- Detailed Design of, Gas, Cable, Phone, Fiber utility design are not included in this proposal. Approximate location of dry utilities will be shown on the site plan and utility plans but will be the client/contractor's responsibility to verify locations.
- This scope of work assumes one (1) iteration of grading plans at each submittal listed in this scope of work.
- Landscaping and Irrigation Plans will be performed in accordance with City of Post Falls minimum requirements.
- Environmental Work if necessary to be performed by others.
- Structural Services if necessary to be performed by others.
- Construction Services such as bidding or construction administration/inspection are not included in this scope of work but can be provided by HMH per client request for an additional fee.
- Transportation Studies such as Trip Generation Letters and/or Traffic Studies are not included in this scope of work but can be provided by HMH per client request for an additional fee.
- This scope of work does not include any material testing or construction staking but can be provided as additional services if Client desires.
- Registrations of dry wells and other underground injection controls (UIC) will be done by others but can be provided by HMH per client request for an additional fee.
- Assume current design criteria requirements from the City and County Governments, and other approving agencies will remain consistent throughout the duration of this project. Any design changes resulting from the modification of an approving agency policy will be deemed as additional work.

The above-listed work is to be performed in relation to the Project Estimate. The information will be provided to the client as an 11 x 17 Exhibit(s).

The services outlined above are to be performed in connection with the Post Falls Police Station Parking Lot Expansion Project located in Post Falls, ID ("Project"). Should the scope of the Project be changed by circumstances beyond the control of HMH, the parties shall renegotiate the terms and conditions of HMH's engagement, including scope of services and rate

of compensation.

We have agreed that our engagement is limited to the performance of the services described above. Our acceptance of this engagement does not involve an undertaking to perform any services other than those outlined above. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is authorized in writing and in accordance with the terms of the Agreement.

a. Exclusions. Services that are not included in the Scope of Engagement, but may be provided at additional expense, are as follows:

- i. Agency Fees.
- ii. Structural Engineering Services
- iii. Environmental Services
- iv. Construction services.
- v. Flood Development Permitting Services
- vi. Construction Phase Survey and Staking Services
- vii. Any additional tasks not specified in the Scope of Engagement.

General Assumptions. The Scope of Engagement outlined above is subject to the following general assumptions made by the parties hereto:

- i. HMM will make every effort to accurately communicate the expected delivery date.
- ii. If Client is not the owner of real property underlying the Project, then Client shall, as a condition of Consultant proceeding with work, timely provide to Consultant: 1) written acknowledgment of this Agreement by the property owner or 2) documentation acceptable to Consultant that is executed by the property owner confirming that Client is authorized by owner as an agent to act on their behalf.

b. Course of Construction. Construction phase services are excluded from this scope. Construction Phase Services may be added under a separate Amendment to the Agreement, at a future date. If the Scope of Engagement does not include construction phase services for this project, Client acknowledges that it assumes all responsibility for interpretation of the project documents and for construction observation and waives any claim against HMM in connection with same.

2. Fees.

- a. HMM shall perform the **Scope of Engagement** as outlined in the Project Estimate, Exhibit B for Items 1, 2, 4, 5, and 7 as a “Fixed Fee” unless otherwise approved. Additional work will require an amendment to the Agreement and written notice to proceed.
- b. HMM shall perform the **Scope of Engagement** as outlined in the Project Estimate, Exhibit B for Items 3, 6, and 8 as an hourly basis in accordance with the rate schedule as outlined in Exhibit C. As outlined in the terms of the Agreement.

EXHIBIT C
PROJECT ESTIMATE

WORK DESCRIPTION

1. Surveying Services
 - a. Topographic Survey & Boundary Survey \$6,300.00 (Lump Sum)
 - b. Record of Survey for Boundary Survey (if required) \$3,400.00 (Lump Sum)

Phase Subtotal Fee \$9,700.00
2. Geotechnical Services
 - a. Excavation Subcontractor \$1,500.00 (Lump Sum)
 - b. Lab Testing \$1,200.00 (Lump Sum)
 - c. Field Work \$3,000.00 (Lump Sum)
 - d. Analysis/Report \$4,000.00 (Lump Sum)

Phase Subtotal Fee \$9,700.00
3. Civil Design Services - Preliminary Engineering \$7,500.00 (Time and Materials)
4. Civil Design Services - Construction Plans \$30,000.00 (Lump Sum)
5. Civil Design Services - Bidding and Contract Documents \$5,000.00 (Lump Sum)
6. Design Phase Project Coordination \$7,000.00 (Time and Materials)
7. Subconsultant Services – Parking Lot Lighting Design
 - a. Preliminary \$4,440.00 (Lump Sum)
 - b. Lighting \$6,880.00 (Lump Sum)
 - c. Lighting Bidding \$3,440.00 (Lump Sum)
 - d. Project Coordination \$1,815.00 (Lump Sum)

Phase Subtotal Fee \$16,575.00
8. Bidding Services \$5,000.00 (Time and Materials)

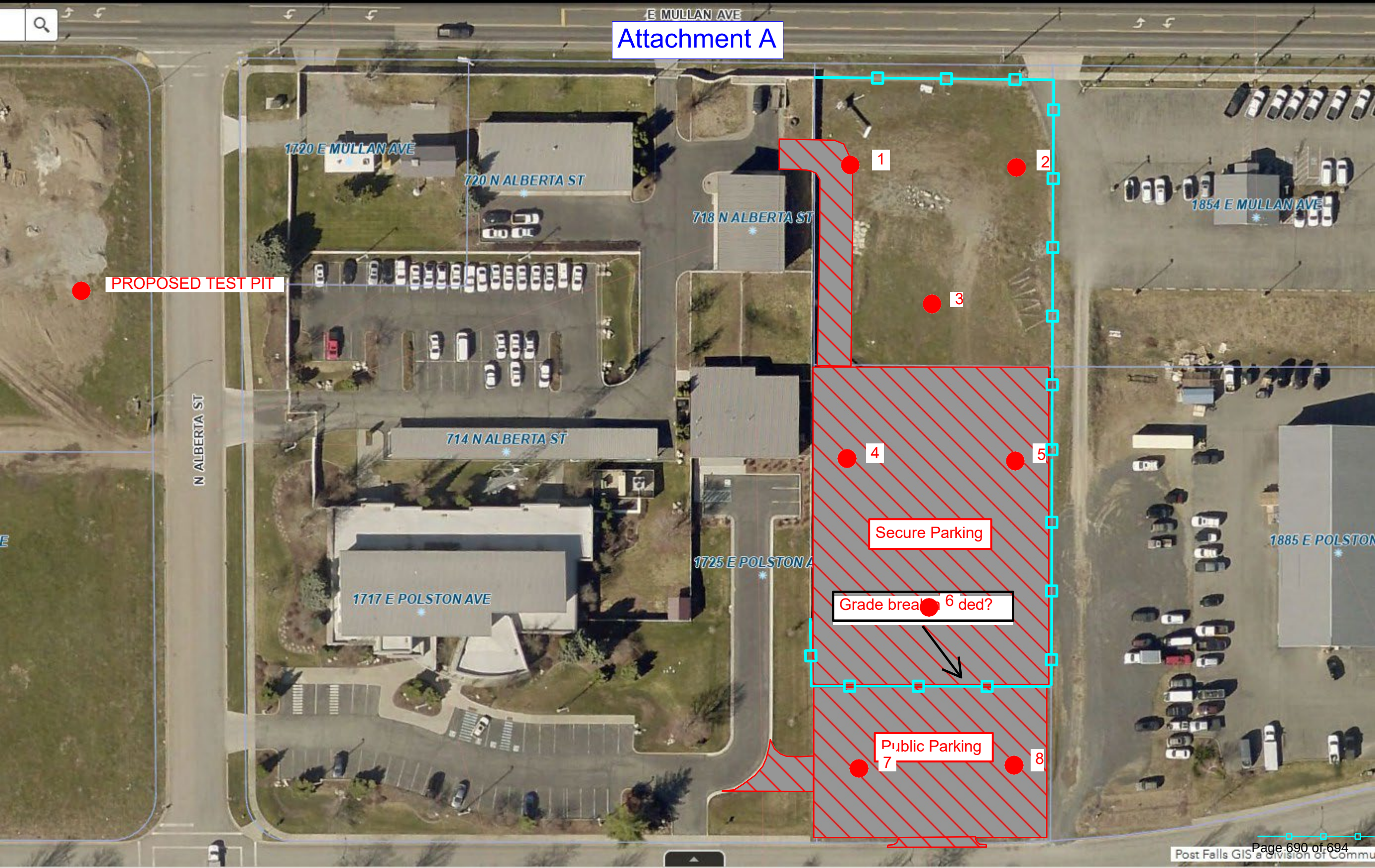
Estimated Work Total: \$90,475.00

EXHIBIT D

2025 LAND DEVELOPMENT RATE SCHEDULE

Design - Staff Classification	Hourly Rate
Civil Designer	\$110.00
Senior Civil Designer	\$140.00
Staff Engineer	\$110.00
Planner	\$100.00
Project Engineer	\$140.00
Project Manager	\$170.00
Senior Project Manager	\$190.00
Principal Engineer	\$220.00
Engineering Department Manager	\$200.00
Regional Engineering Department Manager	\$205.00
Administrative Assistant	\$85.00
Survey - Staff Classification	Hourly Rate
Survey Technician	\$95.00
Senior Survey Technician	\$120.00
Survey Party Chief	\$125.00
Surveyor, PLS	\$140.00
Senior Surveyor, PLS	\$160.00
Regional Survey Manager, PLS	\$170.00
Survey Department Manager, PLS	\$180.00
Project Expenses	Hourly Rate
Mileage	Gov. Rate
Side x Side	\$60/day

Attachment A



March 28, 2025

Brett Cummings, PE (ID, MT, TX, WA)
Engineering Department Manager: Land Development
HMH Engineering
3882 N. Schreiber Way, Suite 104
Coeur d'Alene Idaho 83815

Re: Post Falls Police Station Parking Lot Lighting Scope & Budget

Dear Brett,

Please find below our detailed Scope of Work and fee proposal for our professional services. Thank you for the opportunity and we look forward to working with you and the City of Post Falls on this project. Please review this information and contact our office with any questions.

The purpose of this project is to install luminaire poles with LED fixtures, conduit and conductors and junction boxes to provide illumination in the new parking lot of the police station. It is assumed the new illumination will connect into the existing parking lot light and will be an expansion of the existing system.

For estimating purposes, this scope of work assumes the project development will consist of the following:

- Prepare an initial pole location and illumination contour display of the new luminaries, based on Post Falls approved poles & LED fixtures
- Determine conductor sizing based on voltage drop calculations.
- After approval of the pole locations, the Final design and PS&E will be completed

The project assumptions are as follows:

- It is assumed the power source will be provided by the existing parking light system.
- No additional Right-of-Way is anticipated and is not included in this scope of work
- We will prepare the plans, specifications and estimate to ISPWC and City of Post Falls standards.
- Approval of the pole and contour display is required before proceeding with final design.
- HMH Engineering to provide Precision with current CAD files including design base and topo to be used in developing the illumination plan sheets.
- It is assumed all review meetings will be conducted via conference/video call based on the comments.
- It is assumed all submittals will be in pdf format and no hard copies to be provided.
- It is assumed the illumination plans and specs will be included in the HMH bid documents and no separate complete bid package to be including in this Scope of Work.
- It is assumed Bid Support and Construction Administration is not included in this Scope of Work or budget

The following represents Precision Engineering's understanding of the tasks required to execute Scope of Work:

SCOPE OF WORK

TASK I – Civil Design Services – Preliminary Lighting

We will provide a display to the City showing the pole locations for review and approval.

TASK II – Civil Design Services – Lighting Construction Documents

1. Incorporate the comments from the lighting layout display review.
2. Precision will perform the final lighting design to include the following:
 - a. Finalize the lighting base CAD files
 - b. Determine lighting wiring requirements
 - c. Route conductors in existing conduit
 - d. Voltage Drops and conductor sizing
 - e. Finalize light pole locations
 - f. Prepare Lighting Materials Quantities Sheet
 - g. Prepare Lighting Plan Sheet
 - h. Prepare Lighting Details Sheets
3. Lighting Final Probable Cost. The lighting will be bid according to ISPWC and provided to HMH to be incorporated in the project's total probable cost estimate.
4. Quality Control Review. Perform an internal QC review of the final design package.
5. Final Design Submittal. Submit a pdf copy to HMH Engineering:

Final Design Review Meeting: We will attend the Final Design Review Meeting and prepare a summary of, and responses to, the review comments to be submitted with the PS&E Submittal. The deliverable for this task is:

- Summary of Final Design Review Comments

TASK III – Civil Design Services – Lighting Bidding and Contract Documents

Incorporate the comments from final design review. Prepare necessary items to complete the PS&E package. Perform an internal QC review of the PS&E package. It is assumed no review meeting will be held. Submit the Lighting PS&E plans to HMH to be included in the PS&E bid package.

Deliverable:

- Materials Quantities Sheet – (1)
- Lighting Plan Sheets – (3)
- Lighting Detail Sheets – (2)
- Probable Cost
- Lighting Specifications incorporated with the plan

TASK IV – Design Phase Project Coordination

1. **Coordination and Meetings:** We will meet with HMH on an as-needed basis via phone or conference calls to discuss project status and any outstanding issues.
2. **Project Management:** We will prepare and submit monthly invoices and status reports. We will provide general project oversight and administration. The deliverable for this task is:
 - Monthly Payment Request with Progress Update

PROJECT BUDGET (LUMP SUM)

The following lump sum amount includes all labor and expenses associated with completing the above Tasks included in this Scope of Work and will be billed monthly based on percent complete.

Task	Task Amount
Task 1 Civil Design Services – Preliminary	\$4,440.00
Task 2 Civil Design Services – Lighting	\$6,880.00
Task 3 Civil Design Services – Lighting Bidding	\$3,440.00
Task 4 Design Phase Project Coordination	\$1,815.00
Total (Lump Sum)	\$16,575.00

Sincerely,



Joel Grounds, P.E., PTOE
Principal Engineer

Attachment C



Post Falls Police Department Parking Lot Expansion				
TASK	START	DURATION	END	WORK DAYS
Notice to Proceed	01-May-25	1	01-May-25	1
811 Locates	01-May-25	14	14-May-25	10
Topo & Boundary Survey	08-May-25	30	06-Jun-25	22
Geotechnical Services	15-May-25	35	18-Jun-25	25
Preliminary Engineering	06-Jun-25	42	17-Jul-25	30
50% Construction Drawings	17-Jul-25	30	15-Aug-25	22
City Submittal	15-Aug-25	1	15-Aug-25	1
City Review	15-Aug-25	21	04-Sep-25	15
80% Construction Drawings	04-Sep-25	23	26-Sep-25	17
City Re-Submittal	26-Sep-25	1	26-Sep-25	1
City Review	26-Sep-25	14	09-Oct-25	10
100% Construction Drawings	09-Oct-25	14	22-Oct-25	10
City Re-Submittal	22-Oct-25	1	22-Oct-25	1
City Review	22-Oct-25	14	04-Nov-25	10
City Approval of Plans	04-Nov-25	1	04-Nov-25	1
Bidding Services	02-Jan-26	42	12-Feb-26	30

