



**CITY COUNCIL
MEETING AGENDA**

**May 20, 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. Salary Survey Discussion

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**

- a. Appointment of Len Crosby and Jerry Lyon to the Industrial Development Corporation

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 - City Council 04.29.2025 Special Workshop

- b. Minutes - City Council 05/06/25
- c. Accounts Payable for 05/07/25 - 05/09/25
- d. March Cash and Investments Reports
- e. Fuel service contract
- f. Wastewater Capacity Replacement Fee Agreement - 6180 E. Seltice Way (Westwood Brewing Co.)
- g. The Arc Subdivision Construction Improvement Agreement
- h. Computer equipment disposal
- i. Crown Reserve Master Development Agreement (SUBD-24-5)

2. PUBLIC HEARINGS

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

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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. Spokane Street Rehabilitation Project, Contract Amendment with Welch Comer Engineers
- b. Ordinance - Shawver Autobody Zone Change File No ZC-24-1

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. Prairie Trail Extension - Zorros Rd. to SH41
- b. Railroad Quiet Zones

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

- a. Legislative Update

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

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: 5/20/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Salary Survey Discussion

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ATTACHMENTS:

None

CITY OF POST FALLS
AGENDA REPORT
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
MEETING DATE: 5/20/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud, City Administrator

SUBJECT: Appointment of Len Crosby and Jerry Lyon to the Industrial Development Corporation

ITEM AND RECOMMENDED ACTION:

The Mayor requests confirmation of his appointment of Leonard (Len) Crosby and Jerry Lyon to the Industrial Development Corporation.

DISCUSSION:

Post Falls has an established Industrial Development Corporation, which is a public corporation established to issue Industrial Revenue Bonds. Industrial Revenue Bonds are a type of tax-free municipal bonds used to finance manufacturing construction or expansion of manufacturing facilities. The bonds are repaid by the company for whom the bonds are issued. The bonds typically can lower financing costs because of lower interest rates for qualifying facilities. An established manufacturing facility recently expressed interest in expanding its facility and would potentially like to use Industrial Revenue Bonds. In order to do that, the city needs to appoint additional members to the board of the Industrial Development Corporation. Len serves on the Post Falls Urban Renewal Agency and is a board member on the Idaho Bond Bank Authority following a career in banking and commercial real estate development. Jerry is a volunteer representative for Post Falls on the Panhandle Area Council board of directors following a career in community banking.

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. IDC Application for Len Crosby Redacted
2. IDC Application for Jerry Lyon Redacted



408 N SPOKANE STREET
POST FALLS, ID 83854
208-773-3511 Fax 208-773-8362

APPLICATION FOR CITY BOARDS AND COMMISSIONS

NAME LEONARD ANDREW CROSBY III
RESIDENCE ADDRESS [REDACTED] Post Falls, ID
MAILING ADDRESS SAME 83854
HOME PHONE [REDACTED] CELL PHONE [REDACTED]
EMAIL [REDACTED]
CURRENT EMPLOYER FINANCIAL AND REAL ESTATE CONSULTING
POSITION MANUAL MAINTENANCE PARTNER
WORK PHONE [REDACTED] WORK EMAIL [REDACTED]

I WOULD BE WILLING TO SERVE IN THE FOLLOWING APPOINTED POSITION(S)
(Check all that apply):

- ☐ PARKS & RECREATION COMMISSION (4 year term)
- ☐ PLANNING & ZONING COMMISSION (4 year term; 2-year County Residency Required)
- ☐ URBAN RENEWAL AGENCY COMMISSION (5 year term)
- ☒ INDUSTRIAL DEVELOPMENT CORPORATION (3 year term)

RESIDENT OF THE CITY OF POST FALLS: 25 YEARS
RESIDENT OF KOOTENAI COUNTY: 25 YEARS

CURRENT GOVERNMENT OR ASSOCIATED GOVERNMENT POSITIONS YOU HOLD OR HAVE HELD: CURRENT POSITIONS

CHAIR AND TREASURER - POST FALLS URBAN RENEWAL COMMISSION
BOARD MEMBER - IDAHO BOND BANK AUTHORITY
" " - IDAHO CREDIT RATING ENHANCEMENT COMMITTEE
CHAIRMAN - BOARD OF TRUSTEES, KOOTENAI BRIDGE ACADEMY
SEE ATTACHMENT

LIST ALL CURRENT OR PAST POST FALLS COMMUNITY INVOLVEMENT (i.e., Food Bank, Kiwanis, Chamber of Commerce):

~~BOYS AND GIRLS CLUB BOARD DIRECTOR~~
SEE ATTACHMENT

Len Crosby's current and prior volunteer involvement in Community service and non-profit organizations:

CURRENT:

- Member, Board of Directors of the Boys and Girls Club of Kootenai County (also a member of the Board's Finance Committee)
- Member, Board of Directors, Idaho Bond Bank Authority, State of Idaho (appointed by Governor)
- Member, Idaho Credit Rating Enhancement Committee, State of Idaho (appointed by Governor)
- Member, Public Policy Committee, Post Falls Chamber of Commerce
- Chairman, Board of Trustees, Kootenai Bridge Academy, Coeur d'Alene, ID
- Member, Kootenai Electric Credentials and Elections Committee
- Member – American Legion Post 143, Post Falls, ID
- Member and Finance Officer – American Legion Honor Guard
- Member, Spokane Chapter of the Military Officers Association of America
- Life Member, Disabled American Veterans
- Chief of Staff, Department of Idaho, Military Order of the Purple Heart
- Treasurer, Idaho Veterans Assistance League, Inc. – Supporting the Veteran Residents in the Post Falls State Veterans Home

PRIOR:

- Former Chairman, Board of Directors, Heritage Health
- Former Member, Legislative Committee, Idaho Association of Commerce and Industry, Boise, ID
- Former Chair, Kootenai Electric Trust
- Former Finance Officer, American Legion Posts 154 and Post 143
- Former Treasurer, Idaho Humanities Council (appointed by Governor)
- Former Chairman, Interagency Housing Council (appointed by Governor)
- Former Vice Chair, Idaho Gold Commission (appointed by Governor)
- Former Member and Treasurer, Post Falls Volunteers
- Former Vice President,, Riverside Harbor Homeowner's Assoc.
- Former Member, Board of Directors, Inland Northwest Chapter of CCIM
- 2010 Post Falls Citizen of the Year

WHAT DIRECTION OR EXPERIENCE WOULD YOU BE ABLE TO CONTRIBUTE TO THIS BOARD?

45 YEARS OF FINANCIAL EXPERIENCE IN
BANKING AND DEVELOPMENT INCLUDING
ACTIVE INVOLVEMENT IN THE BOND MARKET

SEE ATTACHED RESUME

DO YOU ANTICIPATE ANY CONFLICT OF INTEREST IN ANY FINDING WHICH YOU MIGHT BE REQUIRED TO MAKE AS A MEMBER OF THIS BOARD? NONE

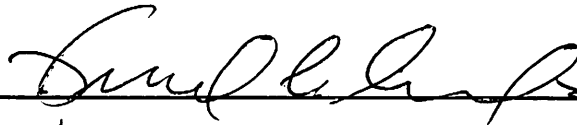
WHY DO YOU WANT TO BE CONSIDERED FOR THIS BOARD PLACEMENT?

I BELIEVE THAT MY BANKING AND FINANCIAL
EXPERIENCE WOULD BE OF ASSISTANCE TO
THIS ORGANIZATION AND FACILITATE ITS MISSION.

(Attach additional pages if more space is needed.)

THIS APPLICATION WILL BE HELD FOR ONE YEAR.

SIGNATURE



DATE

5/7/25

RESUME – LEONARD A. CROSBY III

Education: Mr. Crosby holds an a BA in History and English from the University of Mississippi, an MBA in Finance from the University of West Virginia, and a Master of Science in Educational Administration from Northern Illinois University. He has done post graduate work in economics and real estate finance at the Wharton School of the University of Pennsylvania.

Military Service: September 1964 to September 1970

- Final Rank: Captain

Conflict:

- 1966-1967, combat tour in the Republic of South Vietnam (Platoon Leader - 3rd Btn, 8th Infantry Regiment, 4th Infantry Division)
- 1968-1969, combat tour in the Republic of South Vietnam (Company Commander – 2nd Btn., 501st Infantry Regiment, 101st Airborne Division)

Military Awards & Decorations:

- Silver Star
- Soldier's Medal
- Purple Heart w/ Oak Leaf Cluster (2)
- Bronze Star for Valor w/Oak Leaf Cluster (2)
- Air Medal w/two Oak Leaf Cluster (2)
- Army Commendation Medal
- Vietnam Service Metal
- Vietnam Cross of Gallantry with Palm,
- South Vietnamese Combat Wound Medal
- Combat Infantryman Badge w/Star
- Combat Medic Badge
- Parachutist Badge
- Air Assault Badge
- Ranger Tab

Civilian Career: Mr. Crosby has more than 45 years of experience in banking and commercial real estate development, having served in corporate positions with a number of national and international companies (listed below). As Senior Vice President of National Partnership Investment Corporation, Mr. Crosby oversaw the acquisition and development of more than 12,000 apartment units. For more than ten years, Mr. Crosby has been the Principal Partner of Financial and Real Estate Consulting ("FIRE"), and Idaho firm specializing in a real estate and financial consulting.

- Executive Director, West Virginia Housing Development Fund
- Senior Vice President, National Partnership Investment Corp.
- Senior Vice President/COO, Beverly Hills Savings

- Regional Vice President, Continental Bank
- Regional Vice President, Westinghouse Credit Corporation
- Senior Vice President / Director: AMRESKO, Inc.
- Regional Vice President: Sterling Savings Bank
- Senior Vice President: Community 1st Bank
- Managing Member: Financial and Real Estate Consulting, LLC

Current Community Involvement and Service:

- Board member: Idaho Bond Bank Authority (appointed by Governor)
- Member: Idaho Credit Rating Enhancement Committee (appointed by State Treasurer)
- Member: Kootenai County Emergency Operations Center
- Commissioner and Treasurer: Post Falls Urban Renewal Commission
- School Board Chairman and Trustee: Kootenai Bridge Academy Charter School
- Board member: Kootenai County Boys and Girls Club
- Idaho Veterans Assistance League – North Idaho: Secretary and Treasurer
- Member, American Legion Honor Guard
- Member, Kootenai County Veterans Commission
- Finance Officer and Legislative Officer, American Legion Post 154
- Life Member, Disabled American Veterans (Post 9)
- Member Military Officers Association of America
- Member, Public Policy Committee, Post Falls Chamber of Commerce
- Chief of Staff, Military Order of the Purple Heart, Department of Idaho

Len Crosby's current and prior volunteer involvement in Community service and non-profit organizations:

CURRENT:

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208-773-3511 Fax 208-773-8362

APPLICATION FOR CITY BOARDS AND COMMISSIONS

NAME Jerry Lyon

RESIDENCE ADDRESS [REDACTED] Post Falls, Idaho 83854

MAILING ADDRESS Same as above

PHONE [REDACTED] CELL PHONE Same

EMAIL [REDACTED]

CURRENT EMPLOYER Retired

POSITION N/A

WORK PHONE N/A WORK EMAIL N/A

I WOULD BE WILLING TO SERVE IN THE FOLLOWING APPOINTED POSITION(S)
(Check all that apply):

- ☐ PARKS & RECREATION COMMISSION (4 year term)
- ☐ PLANNING & ZONING COMMISSION (4 year term; 2-year County Residency Required)
- ☐ URBAN RENEWAL AGENCY COMMISSION (5 year term)

XX INDUSTRIAL DEVELOPMENT CORPORATION (3 year term)

RESIDENT OF THE CITY OF POST FALLS: _____ YEARS

RESIDENT OF KOOTENAI COUNTY: ____19____ YEARS

CURRENT GOVERNMENT OR ASSOCIATED GOVERNMENT POSITIONS YOU HOLD OR HAVE HELD:

None

While it is not a staff position, I currently serve as volunteer representative for the City of Post Falls, on the Panhandle Area Council (PAC) board of directors as a director and treasurer.

LIST ALL CURRENT OR PAST POST FALLS COMMUNITY INVOLVEMENT (i.e., Food Bank, Kiwanis, Chamber of Commerce):

Post Falls Food Bank, Post Falls Chamber of Commerce, Post Falls Kiwanis, Real Life Ministries Elder, Post Falls Flag Football program, Post Falls Little League program, RiverCity Leadership graduate- advisory committee- alumni facilitator, Reverse Job Fair, (Post Falls High School).

WHAT DIRECTION OR EXPERIENCE WOULD YOU BE ABLE TO CONTRIBUTE TO THIS BOARD? I retired in 2021 from a 45-year career in community banking of which 22 years were served in branch banking in the Post Falls Community. I believe I have both a strong passion for, and dedicated desire toward, the strategically planned development of our community. My heart is centered in what is best for Post Falls and how we as a local body of residents can share our commitment toward this end, in every way possible.

DO YOU ANTICIPATE ANY CONFLICT OF INTEREST IN ANY FINDING WHICH YOU MIGHT BE REQUIRED TO MAKE AS A MEMBER OF THIS BOARD? No

WHY DO YOU WANT TO BE CONSIDERED FOR THIS BOARD PLACEMENT? I had the opportunity to serve in this way in the past and appreciate the opportunity to contribute again if possible.

(Attach additional pages if more space is needed.)

THIS APPLICATION WILL BE HELD FOR ONE YEAR.

SIGNATURE

DATE

5/9/25



**CITY COUNCIL
MEETING MINUTES**

**April 29, 2025
5:30 PM**

Location: 2nd Floor Conference Room, 408 N. Spokane Street, Post Falls, ID 83854

CALL TO ORDER BY MAYOR JACOBSON

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

WORKSHOP – 5:30 pm 2nd Floor Conference Room

a. Good Governance

Deputy City Administrator Warren Wilson and City Attorney Field Herrington presented on Good Governance: Roles and Responsibilities and Rules of Procedure. Good governance promotes transparency and accountability in decision-making, builds public trust, and averts legal risk and liability for the city. The roles and responsibilities of the mayor and the council were discussed. Rules of procedure, including decorum and meeting order for Post Falls City Council meetings were reviewed. Open meetings law and public records law were explained, including best practices, possible violations, and penalties for violations. A discussion about ethics in local government was held.

ADJOURNMENT

Meeting Adjourned at 7:25 pm.

Ronald G. Jacobson, Mayor

Rhiannon O'Neill, Deputy City Clerk

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Mayor Ronald G. Jacobson

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

Mission

Building Community.



**CITY COUNCIL
MEETING MINUTES**

**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

Mayor Jacobson, Steigleder, Plew, Malloy, Ziegler, Westlund, Davis - Present

a. City of Post Falls Transportation Master Plan

In 2023 the City commenced an update to the Transportation Master Plan. 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.

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, Plew, Malloy, Ziegler, Westlund, Davis - Present

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

Mayor: I'd like to take a moment to recognize two outstanding members of our Parks and Recreation Department who were recently honored by the Idaho Recreation & Parks Association. Recreation Supervisor, Jason Wiley, received the Dr. Leon Green Fellowship Award - the highest award given by IRPA. This award is a tribute to Dr. Green's legacy and is presented to those who have shown exceptional leadership and vigorous activity in the field of parks and recreation. Jason's contributions to both the profession and the community exemplify the spirit of this prestigious recognition.

Additionally, Bryan Myers, our Parks Manager, received the Professional of Excellence Award for Parks, Trails, and Conservation. This award recognizes individuals who have made significant and lasting impacts on the parks and trails in our communities and are committed to continuing that high level of service into the future. We're proud of both Jason and Bryan for representing Post Falls with such professionalism and dedication.

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – 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

Motion by Malloy to accept the Consent Calendar as presented.

Second by Ziegler.

Vote: Steigleder-Aye, Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-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. Public Hearing on Fee Increases and New Fees

Public Hearing opened at 6:05 PM.

Staff Report Jason Faulkner, Finance Director: 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.

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 Proposed - \$40

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

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

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: Current - \$50 Proposed - \$95

Testimony

None

Public Hearing closed at 6:23 PM.

Discussion

Council had some questions on why residents and non-residents were charged the same price in the recreation fees. This will be looked into.

Motion by Malloy to approve the fee increases and new fees.

Second by Ziegler.

Vote: Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye, Davis-Aye, Steigleder-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. Construction Agreement for Warren Field Park Road Frontage Improvements

Robbie Quinn, Parks Planner: 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 JUB 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. After review, JUB 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.

Motion by Malloy to approve the construction agreement for Warren Field Park Road Frontage Improvements.

Second by Westlund.

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

Motion Carried

b. Ordinance - Killdeer Annexation (ANNX-24-4)

Motion by Malloy to place the Ordinance Killdeer Annexation on its first and only reading by title only while under suspension of the rules.

Second by Westlund.

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

Motion Carried

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

Motion by Malloy to approve the Ordinance Killdeer Annexation and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Westlund.

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

Motion Carried

c. Public Works Operations Center

John Beacham, Public Works Director: 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 Ave. to the east of Pleasant View Rd. 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. 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 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. 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. 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 the Fleet to relocate to the new facility.

Motion by Ziegler to approve moving forward with the Public Works Operations Center.

Second by Malloy.

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

Motion Carried

d. C-PACE Financing Program

Shelly Enderud, City Administrator: 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. 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. 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. 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. 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. 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).

Motion by Malloy to move forward with the C-Pace Program.

Second by Ziegler.

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

Motion Carried

e. Impact Fee Study Phase One Report

Robert Seale, Community Development Director: 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 the 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.

Motion by Malloy to accept the Impact Fee Study Phase One Report.

Second by Ziegler.

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

Motion Carried

f. Memorandum of Understanding with City of Rathdrum for The Seltice Way Rehabilitation Project

Jaxon Fleshman, Project Manager: In 2024, the City Council authorized design work for 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 JUB 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 for 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 the 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. JUB Engineers will provide the engineering and design phase services outlined in the amendment. Upon completion of design work, both the 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.

Motion by Malloy to approve the memorandum of understanding with the City of Rathdrum for the Seltice Way Rehabilitation Project.

Second by Ziegler.

Vote: Plew-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye, Davis-Aye, Steigleder-Aye
Motion Carried

- g. Seltice Way Rehabilitation - Contract Amendment with JUB Engineers

Jaxon Fleshman, Project Manager: 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 JUB Engineers reached out to various stakeholders, including the City of Rathdrum. The City of Rathdrum, in consultation with JUB 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.

Motion by Malloy to approve the Seltice Way Rehabilitation contract amendment with JUB Engineers.

Second by Westlund.

Vote: Malloy-Aye, Ziegler-Aye, Westlund-Aye, Davis-Aye, Steigleder-Aye, Plew-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. Construction Improvement Agreement – Montrose Sports Complex

Dave Fair, Parks and Recreation Director: 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 one construction is \$2,135,850.56. Per the PUD requirements, the developer is obligated to contribute 42,052,484.56 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.

Motion by Malloy to approve the Construction Improvement Agreement Montrose Sports Complex.

Second by Westlund.

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

Motion Carried

b. Montrose Park Impact Fee Amendment

Dave Fair, Parks and Recreation Director: 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 the city a park 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 the city a park 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.

Motion by Malloy to approve the Montrose Park Impact Fee Amendment.

Second by Westlund.

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

Motion Carried

c. Declaration of Intent to Exchange Real Property - SW Corner of Mullan Ave. and Lincoln St.

Robert Seale, Community Development Director: The Community Development Department is requesting the City Council to declare their intent to exchange the .20 acres 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 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, 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.

Motion by Malloy to declare the intent to exchange real property at the SW corner of Mullan and Lincoln St.

Second by Davis.

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

Motion Carried

d. 2025 Chip and Fog Seal Contract - Poe Asphalt

Ross Junkin, Maintenance Manager: The City of Post Falls solicited pre-qualification documents beginning January 14th, 2025 for the 2025 Chip Seal contract. The City received two pre-qualification packets, both of which were pre-qualified to bid on this project. However, only one submitted a bid, Poe Asphalt Paving Inc, at \$679,058.00. 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 came in above our targeted budget amount of \$600k. Staff recommends awarding this contract to the bidder, Poe Asphalt. The amount of the contract that exceeds the \$600k budget will be supplemented by street reconstruction funds.

Motion by Malloy to approve the 2025 Chip and Fog Seal Contract with Poe Asphalt.

Second by Westlund.

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

Motion Carried

e. Police Department Parking Lot Improvements

Andrew Arbini, Project Division Manager: 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. 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.

Motion by Malloy to move forward with the Police Department Parking Lot Improvements.

Second by Ziegler.

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

Motion Carried

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.

None

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:

None

RETURN TO REGULAR SESSION

ADJOURNMENT

8:51 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: 5/20/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Nancy Wolf, CSR/AP

SUBJECT: Accounts Payable for 05/07/25 - 05/09/25

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Hand Check Accountability reports dated May 21, 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 Hand Check Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$611,168.50 to be dated May 21, 2025. The Hand Check Accountability is for hand checks issued May 1 – May 9, 2025, and total \$77,249.85.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$688,418.35

BUDGET CODE:

Various

ATTACHMENTS:

1. Check Run May 21.2025
2. Hand Check Accountability for Check Run 05.21.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT15110 - Check Run 05.08.25
Vendor Set: 01 - Vendor Set 01

Check Date: 5/21/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN13860	ANTHEM PACIFIC LLC						
APMWB	Check			BOND RELEASE -	BOND RELEASE - 1426 N. LUKE LANE	001-22115	2,000.00
VEN01212	The White House Grill						
APMWB	Check			BOND RELEASE -	BOND RELEASE - 620 N. SPOKANE (DEM	001-22115	1,500.00
Balance Sheet Accounts Total:							3,500.00
Dept: 412 Information Systems							
C140	CDW Government Inc.						
APMWB	Electronic Funds Transf			AD9EL2E	DUO Renewal	001-412.0000.62133	4,801.50
D070	Dell Marketing LP						
APMWB	Check			10804784898-5.5.2	Streets Rugged laptop Replacement Battery	001-412.0000.63030	79.87
				10804784898-5-5-2	Invoice was paid 4/16/25	001-412.0000.63030	-79.87
VEN14393	Firstline Communications, Inc						
APMWB	Check			184021-5.01.25A	Mitel IP655 Phone	001-412.0000.65030	118.60
				183826-5.01.22225	Mitel 4 IP phones	001-412.0000.65030	440.00
Dept 412 Total:							5,360.10
Dept: 414 Finance							
VEN14240	ACRAnet- CBS Branch						
APMWB	Electronic Funds Transf			28400	Background check for L. Strickland	001-414.0000.62080	71.00
T345	Tyler Technologies						
APMWB	Electronic Funds Transf			025-507641	Tyler AP Automation	001-414.0000.66015	6,534.58
Dept 414 Total:							6,605.58
Dept: 415 City Clerk							
A4761	APS Inc						
APMWB	Check			95594	Postage Machine	001-415.0000.66080	395.00
Dept 415 Total:							395.00
Dept: 421 Police							
A0901	AT&T Mobility						
APMWB	Check			287291408138X042	PD Mifis	001-421.0000.65030	521.17
A570	AVISTA Utilities						
APMWB	Check			6554597561 04282	Ford Rock Tower	001-421.0000.65021	24.52
C220	Coleman Oil Co						
APMWB	Check			CP-0244425	PD Gasoline	001-421.0000.64030	6,328.11
VEN14867	CW Signs						
APMWB	Check			3027	Business Cards - Alexander, Sanicola	001-421.0000.63210	137.80
D070	Dell Marketing LP						
APMWB	Check			10803889157	Detective PC Monitor	001-421.0000.66044	166.36
VEN14950	Dynamic Designs						
APMWB	Check			7177	PFPD136 Wrap	001-421.0000.67170	1,665.00
VEN06546	Findlay Chrysler Dodge Jeep Ram						
APMWB	Check			257938	PD Stock - Steering Fluid	001-421.0000.67100	45.92
VEN14972	Frontline Communications Systems						
APMWB	Check			23658	PD Low Profile Antennas for New Builds	001-421.0000.90020	675.00
G020	Galls, LLC						
APMWB	Electronic Funds Transf			031230994	PD Uniform Shirt - Ford	001-421.4000.72000	69.00
				031122722	PD Uniform Pants - Emerson	001-421.4000.72000	80.96
				031222083	PD Uniform Pants - Jenne	001-421.4000.72020	83.68
VEN01683	Goodyear Tire & Rubber Company						
APMWB	Check			197-1159511	PFPD153 Tires	001-421.0000.67190	564.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	197-1159617	PFPD129 Tires	001-421.0000.67190	644.12
		197-1159512	PFPD92 Tires	001-421.0000.67190	732.00
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR371371	PD Copy Machine Contract	001-421.0000.62040	19,516.00
I153	Idaho State Police				
APMWB	Check	IN3355	POST Lodging for Training - Koontz	001-421.0000.64020	140.00
		IN3390	EVOC Instructor Course - Koontz	001-421.0000.64020	1,600.00
		IN3361	Training Registration - Koontz	001-421.0000.64020	125.00
VEN09941	Jacque Panza				
APMWB	Check	050525	Chaplain Stipend - Week in April	001-421.0000.62370	25.00
VEN07726	Jon Dekeles				
APMWB	Check	050525	Chaplain Stipend - April	001-421.0000.62370	100.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5010088	PD Shop - SL-N-Pipes	001-421.0000.67100	55.82
		5010565	PFPD139 SL-N-Sensors	001-421.0000.67100	298.24
VEN14015	Midway Hyundai				
APMWB	Check	185717	Car 139 Alignment	001-421.0000.67170	129.00
N001	Napa Auto Parts				
APMWB	Check	338561	PFPD126 Canister Valves	001-421.0000.67100	162.83
		338461	PFPD1 Power Steering Hose	001-421.0000.67100	45.75
		338505	PD Stock - Brake Fluid	001-421.0000.67100	17.90
		338525	PD Stock - Oil Filters	001-421.0000.67100	50.64
		338960	PD Stock - Fuse Holders, Battery Accessorie	001-421.0000.67100	54.13
		338954	PD Stock - Loom Split Polys	001-421.0000.67100	70.65
		338428	PD Stock - Floor Liner	001-421.0000.67100	119.84
		338506	PD Stock - Brake Fluid	001-421.0000.67100	17.90
		338949	PD Stock - Loom Split Polys	001-421.0000.67100	170.00
VEN01972	North Idaho College				
APMWB	Check	SPFPD25SP	SP25 Patrol Academy Tuition	001-421.0000.64020	3,417.00
V040	ODP Business Solutions				
APMWB	Check	419898662001	Office Supplies-Police	001-421.0000.63060	248.16
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	71205	Connect4Lunch Table - June	001-421.0000.64010	150.00
VEN02035	Staples, Inc				
APMWB	Check	6030624454	Office Supplies- Police	001-421.0000.63060	69.36
		6030624456	Office Supplies-Police	001-421.0000.66042	822.19
T0030	T-Mobile USA				
APMWB	Check	997252888 042025	PD Control Center - April	001-421.0000.65030	1,632.40
		986172479 042125	PD Phones	001-421.0000.65030	713.12
T118	TPI Embroidery				
APMWB	Check	12013 012225	VSU Uniform Vest Embroidery	001-421.4000.72000	45.00
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transf	INV/2025/04/0851	PD Uniform Pants - Ingle	001-421.4000.72000	211.83
Dept 421 Total:					41,745.40
Dept: 423 Oasis					
VEN15077	Strong Family Law, PLLC				
APMWB	Check	CV28-24-8457a	VSU Client Legal Services	001-423.1153.68400	1,495.00
		CV28-24-8457b		001-423.1153.68400	1,000.00
Dept 423 Total:					2,495.00
Dept: 424 Legal					
VEN14650	American Bar Association				
APMWB	Check	9011480074	American Bar Assoication Dues	001-424.0000.62060	195.00
C220	Coleman Oil Co				
APMWB	Check	CP-0247198	Fuel Usage - April 2025	001-424.0000.64030	113.06
D09750	DeVries Info Management				
APMWB	Check	0194125	Shredding services for legal department	001-424.0000.63060	62.00
V040	ODP Business Solutions				
APMWB	Check	421504545001	Office Supplies-Building	001-424.0000.63040	482.63
VEN14845	Smith & Malek, PLLC				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	57338	PF & CDA vs KC Treasury	001-424.0000.62040	1,088.75
		57339	PF v Hwy 41 Borrow Pit	001-424.0000.62040	23,704.63
Dept 424 Total:					25,646.07
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0244425	PD Gasoline	001-427.0000.64030	219.16
VEN02035	Staples, Inc				
APMWB	Check	6030624454	Office Supplies- Police	001-427.0000.63060	22.59
		6030624459	Credit on Broken Magazine Holder	001-427.0000.63060	-22.59
Dept 427 Total:					219.16
Dept: 431 Streets					
A365	American On-Site Services				
APMWB	Check	I69147	Street Dept Porta potty clean out	001-431.0000.68130	233.20
A497	Arrow Construction Supply, Inc				
APMWB	Check	426198	Square Point Shovels	001-431.0000.67090	158.01
		425376	2025 Crack Seal - 5 Gallon Pails	001-431.0000.68110	527.73
		425122	2025 Crack Seal	001-431.0000.68110	96.92
C220	Coleman Oil Co				
APMWB	Check	CP-0247198	Fuel Usage - April 2025	001-431.0000.64030	3,973.05
VEN14748	CPR Central				
APMWB	Check	NCITYPF20250505	Individual CPR training & Keychains	001-431.0000.63110	165.00
				001-431.0000.64020	210.00
VEN02994	Grimco				
APMWB	Electronic Funds Transf	33817488-01	36" x 100 yd transfer film	001-431.0000.63260	269.36
		33770822-01	36" x 50 yd 3M Black	001-431.0000.63260	284.05
VEN01373	Intermountain Sign & Safety				
APMWB	Check	20402	Telspar Posts	001-431.0000.63260	360.00
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	1036034	mixed sand & gravel	001-431.0000.68090	159.81
		1038406	3/8"-1/4" chips	001-431.0000.68090	489.06
		1040625	Disposal/Dump Fee	001-431.0000.68130	105.50
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0183774	Seltice Way Rehab JUB Invoice March 2025	001-431.0000.95040	43,581.05
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Electronic Funds Transf	T241525FC1-1	ATSSA Flagger Certification	001-431.0000.64020	600.00
N001	Napa Auto Parts				
APMWB	Check	339462	Clamps	001-431.0000.68130	30.50
		339478	Trailer Lights - Porta potty trailer	001-431.0000.68130	64.83
VEN14930	National Safety Inc				
APMWB	Check	0755635-IN	Vest Stock Order	001-431.0000.63110	116.30
		0756750-IN	Uniform Items - Alex Shirts	001-431.4000.72000	35.25
VEN05363	North 40 Outfitters				
APMWB	Check	050680/E	Return of defective Hose reel on inv# 050649	001-431.0000.68100	-129.99
		050649/E	Air Hose Reel	001-431.0000.68100	129.99
V040	ODP Business Solutions				
APMWB	Check	420892557001	Office Supplies- Streets	001-431.0000.63060	39.10
		418942009001	Office Supplies-Water/WW	001-431.0000.63060	13.78
		420892557001	Office Supplies- Streets	001-431.0000.63060	25.12
B100	Owen Equipment Company				
APMWB	Check	131126	Elgin Training - Brian, Doug, Casey	001-431.0000.64020	897.00
R251	Serights Ace Hardware				
APMWB	Check	365618/1	Painters tape - denatured alcohol - Xylene	001-431.0000.63260	58.46
		365650/1	Conduit - sch40	001-431.0000.63260	8.99
		365649/1	PVC conduit & couplings	001-431.0000.63260	27.48
		365922/1	Wire Brush	001-431.0000.67090	11.69
		365810/1	Toolbox, tape, utility knife, various tools	001-431.0000.67090	102.17
		365883/1	reel & cording for weed-eater	001-431.0000.67090	22.48
		365646/1	Nylon Rope	001-431.0000.68130	15.29
		365913/1	5 Gal Buckets	001-431.0000.68130	15.09

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	365680/1	Funnel	001-431.0000.68130	8.63
		365712/1	Propane	001-431.0000.68150	15.66
S140	Sherwin Williams				
APMWB	Check	6528-7	Ultra max 490 paint sprayer	001-431.0000.68100	1,858.00
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240143967-00	Lock nuts & Hex cap screws	001-431.0000.63260	121.69
		240143125-00	Yellow marking paint & protective paint	001-431.0000.68100	78.55
VEN14310	US Fleet Tracking LLC				
APMWB	Check	495606	Streets Monthly vehicle tracking	001-431.0000.66016	592.68
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354110-031	Spokane St. Rehab Welch Comer Invoice Fe	001-431.1811.95040	5,765.47
		41354110-R30	Spokane St. Rehab Welch Comer Invoice Ja	001-431.1811.95040	3,578.25
VEN01033	Western Systems				
APMWB	Check	66598	Backplate DD-PVC	001-431.0000.68140	566.37
Dept 431 Total:					65,281.57
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CP-0247198	Fuel Usage - April 2025	001-433.0000.64030	152.44
VEN14748	CPR Central				
APMWB	Check	NCITYPF20250505	Individual CPR training & Keychains	001-433.0000.64020	40.00
P310	Platt Electric Supply				
APMWB	Check	6f46885	lighting	001-433.0000.63720	472.69
		9z45210	batteries	001-433.0000.63730	188.93
R251	Serights Ace Hardware				
APMWB	Check	365576/1	caulking	001-433.0000.63730	5.39
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	547326	paper supplies ch & pd	001-433.0000.63140	293.90
		547328	cleaning supplies ch & pd	001-433.0000.63150	275.31
Z026	Ziegler Lumber Co #017				
APMWB	Check	887444	caulking	001-433.0000.63730	9.99
Dept 433 Total:					1,438.65
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4227925096	Fleet laundry & Rug service	001-434.0000.63160	69.06
		4228649451	Fleet Laundry & Rug Service	001-434.0000.63160	79.36
C220	Coleman Oil Co				
APMWB	Check	CP-0247198	Fuel Usage - April 2025	001-434.0000.64030	329.46
VEN09805	Continental Door Co. LLC				
APMWB	Check	81512667	Repair of High Bay Door	001-434.0000.68010	544.00
N001	Napa Auto Parts				
APMWB	Check	340540	Horn - S307	001-434.0000.63011	11.42
		340541	Battery - S307	001-434.0000.63011	335.56
		340434	Dielectric Grease	001-434.0000.63011	26.78
		339374	Oil Filter - S305	001-434.0000.63011	7.42
		340972	Batteries - stock	001-434.0000.63011	18.29
		340688	5/16-18 Bolt	001-434.0000.63011	5.28
		339395	Return of item purchased on inv# 338927	001-434.0000.63012	-3.64
		339427	Air Filter - stock	001-434.0000.63012	6.66
		340441	Oil Filters Stock	001-434.0000.63012	16.30
		338929	Battery - C426	001-434.0000.63012	51.29
		340972	Batteries - stock	001-434.0000.63012	21.33
		338814	Filter stock	001-434.0000.63013	93.33
		340972	Batteries - stock	001-434.0000.63013	21.34
		339849	Tools to keep in F102	001-434.0000.67090	305.62
VEN08121	PacWest Machinery LLC				
APMWB	Check	30427170	Puh Rear Spring - S555	001-434.0000.63011	80.12
		30427075	Repair of Tymco Sweeper S555	001-434.0000.67170	2,944.83
		30426991	On-Site service - S352	001-434.0000.67170	527.90
P1001	Pape Machinery				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	16032946	Air Filter - S305	001-434.0000.63011	126.70
		16053335	V-Belt & Latch for S307	001-434.0000.63011	101.13
		16033010	Filter element - S305	001-434.0000.63011	105.86
		7008116	Sublet service - UF301	001-434.0000.67170	661.00
R060	Ragan Equipment Co.				
APMWB	Check	01-157907	Repair sensor - P474	001-434.0000.67170	359.56
		01-156587	Service & Repair - P474	001-434.0000.67170	1,326.92
S140	Sherwin Williams				
APMWB	Check	6529-5	3900 strd walk behind striper	001-434.0000.90010	8,753.08
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240143968-00	Washers, rings, connectors	001-434.0000.63012	45.29
T106	Titan Truck Equipment				
APMWB	Check	1384284	Ratchet Straps - F102	001-434.0000.67090	69.65
		1379218	P201 Up-fit	001-434.0000.90010	32,174.65
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027R11631	Sublet repair of S555	001-434.0000.67170	1,939.54
Dept 434 Total:					51,155.09
Dept: 441 Urban Forestry					
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-283598	Drill for UF	001-441.0000.67090	218.00
C220	Coleman Oil Co				
APMWB	Check	CP-0247198	Fuel Usage - April 2025	001-441.0000.64030	366.72
Dept 441 Total:					584.72
Dept: 442 Cemetery					
C220	Coleman Oil Co				
APMWB	Check	CP-0247198	Fuel Usage - April 2025	001-442.0000.64030	452.08
G02040	Garage Door Center, Inc.				
APMWB	Check	SPW1897	Service roll up doors at cemetery	001-442.0000.67050	160.00
H1957	Horizon				
APMWB	Electronic Funds Transfr	2S229779	Hose Bib	001-442.0000.68230	19.92
R251	Serights Ace Hardware				
APMWB	Check	365889/1	4' galvenized pipe	001-442.0000.68230	25.19
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	152520060-001	Fertilizer for cemetery	001-442.0000.68200	1,894.61
		152556518-001	Fertilizer for swale at cemetery	001-442.0000.68200	436.78
W230	Wilbert Precast Inc.				
APMWB	Check	331500-1	Watson-LaGasa FD	001-442.0000.63760	225.00
		331836-1	Cysewski fd	001-442.0000.63760	225.00
		332172-1	Beattie FD	001-442.0000.63760	225.00
		334538-1	Boss engraving	001-442.0000.63760	336.54
		334524-1	D&K Boss engraving	001-442.0000.63760	346.68
Dept 442 Total:					4,346.80
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003050889	Acetylene for Welder	001-443.0000.64030	8.79
A365	American On-Site Services				
APMWB	Check	I71145	Tullamore Park Portable	001-443.0000.65050	32.20
		I68078	Woodbrige Portable Restroom	001-443.0000.65050	104.90
		I68153	Black Bay Portable Restroom	001-443.0000.65050	115.00
		I68107	Beck Portable Restroom	001-443.0000.65050	186.60
		I68152	4th St. Trailhead Portable Restroom	001-443.0000.65050	200.00
		I68176	The Landings portable restrooms	001-443.0000.65050	200.00
		I68186	Tullamore Portable Restroom	001-443.0000.65050	200.00
		I68224	Crown Pointe Portable Restroom	001-443.0000.65050	200.00
		I68225	Hilde Kellogg Portable Restroom	001-443.0000.65050	200.00
		I68179	Q'emiln Park Portable Restrooms	001-443.0000.65050	413.20
		I68229	Tennis Courts Portable Restroom	001-443.0000.65050	200.00
		I68231	Skate Park Portable Restroom	001-443.0000.65050	208.40

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	I68108	Meadows Portable Restroom	001-443.0000.65050	255.00
		I68154	Corbin Park Portable Restrooms	001-443.0000.65050	315.00
		I68228	Warren Portable Restroom	001-443.0000.65050	200.00
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	230061-11	Black Bay Parking Lot	001-443.0000.62040	1,368.75
		220689-14	Q'emiln Well Improvement Coordination	001-443.1658.62330	522.40
		220689-12		001-443.1658.62330	2,189.10
A017	A-Tec, Inc.				
APMWB	Check	6468	Maglock hardware and installation.	001-443.0000.94180	12,010.34
		6475	Mag Locks for White Pine Park	001-443.0000.94180	5,066.74
		6474	Mag locks and Camera at Beck Park	001-443.0000.94180	12,010.34
VEN06028	Baseline Inc				
APMWB	Check	16416-2025	Baseline Service for Irrigation Controllers	001-443.0000.65030	383.25
VEN14112	Beacon Athletics LLC				
APMWB	Check	0611044-IN	Field Striping Machine	001-443.0000.67020	3,324.00
VEN05261	CDA PAVING				
APMWB	Check	104555	Topsoil for Woodbridge	001-443.0000.68170	72.15
C220	Coleman Oil Co				
APMWB	Check	CP-0247198	Fuel Usage - April 2025	001-443.0000.64030	3,894.18
VEN14748	CPR Central				
APMWB	Check	NCITYPF20250505	Individual CPR training & Keychains	001-443.0000.64020	40.00
D1165	Drains Plus Rooter and Septic				
APMWB	Check	99098	Pump Septic Tanks at Q'emiln Park	001-443.1658.62330	3,120.00
G098	Grainger				
APMWB	Check	9489925363	Blades for saw	001-443.0000.67090	48.32
		9493520804	Irrigation Parts for Nursery	001-443.0000.68230	77.67
VEN15073	Great North Fencing LLC				
APMWB	Check	1190	Foul Ball Fence Improvements at Chase Par	001-443.0000.63530	5,670.00
N001	Napa Auto Parts				
APMWB	Check	340771	Small Equipment Parts	001-443.0000.66190	62.49
		340951	Socket Adapters	001-443.0000.67090	38.18
VEN05363	North 40 Outfitters				
APMWB	Check	050720/E	Supplies for Bridge Maintenance in PFCF	001-443.0000.63530	179.99
				001-443.0000.67030	263.94
				001-443.0000.68160	363.87
VEN14065	North Idaho Pest				
APMWB	Check	2025-03	Wasp Station Baiting in Parks	001-443.0000.68215	294.00
		2025-02	Marmmot Trapping	001-443.0000.68215	500.00
R060	Ragan Equipment Co.				
APMWB	Check	01-157978	Mower Blades & mirror Kit	001-443.0000.66190	382.11
		01-157886	Ariens Snow Blower	001-443.0000.67020	2,799.00
R251	Serights Ace Hardware				
APMWB	Check	365825/1	Knee Pads for Safety	001-443.0000.63110	34.16
		365728/1	Cleaner for Parks	001-443.0000.63150	4.13
		366036/1	Hardware	001-443.0000.67030	9.05
		366100/1	Auber Bit	001-443.0000.67090	26.99
		366159/1	Bushing for Irrigation	001-443.0000.68230	3.59
		365928/1	Garden Valve for South Parks	001-443.0000.68250	30.58
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	149596360-001	Turf Builder Soil	001-443.0000.68170	405.00
		152624964-001	Irrigation Parts for Parks	001-443.0000.68230	512.62
		152941799-001	Irrigation Parts for Ciy Hall	001-443.0000.68230	463.99
		152794709-002	Irrigation for Community Garden	001-443.1667.63009	421.98
		152794709-001		001-443.1667.63009	402.75
T106	Titan Truck Equipment				
APMWB	Check	1379197	P141 Up-fit	001-443.0000.90010	32,928.95
VEN13040	Turf Star Western				
APMWB	Check	INV086208	Aera-Vator Attachment & Seeder for Ventrac	001-443.0000.81505	3,072.80
				001-443.0000.90050	7,512.35
Dept 443 Total:					103,548.85

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 444 Parks - Construction							
A365	American On-Site Services						
APMWB	Check			I68223	Chase Portable Restroom	001-444.1665.93180	206.80
Dept 444 Total:							206.80
Dept: 445 Recreation							
A365	American On-Site Services						
APMWB	Check			I68227	Sanitation for Soccer	001-445.0000.65050	200.00
				I68226	Sanitation for Soccer	001-445.0000.65050	200.00
C220	Coleman Oil Co						
APMWB	Check			CP-0247198	Fuel Usage - April 2025	001-445.0000.64030	63.08
N2332	Collins, Tom						
APMWB	Check			04.18.25	April Contractual Payment	001-445.0000.62040	346.50
VEN14748	CPR Central						
APMWB	Check			NCITYPF20250505	Individual CPR training & Keychains	001-445.0000.64020	10.00
N499	National Recreation & Park Association						
APMWB	Check			05.05.25	Annual Premier Package	001-445.0000.62060	1,200.00
V040	ODP Business Solutions						
APMWB	Check			419959955001	Office Supplies-Recreation	001-445.0000.63060	97.24
R097	Rebecca Powell						
APMWB	Check			INV0150095	Summer/Fall Brochure layout	001-445.0000.63210	1,575.00
S050	Saturday Night Inc.						
APMWB	Electronic Funds Transf			107515	T-shirts for Notorious Dig Volleyball Tournam	001-445.0000.63430	187.08
				107367	Youth football shirts	001-445.0000.63430	276.20
				107273	Adult Volleyball Tshirts	001-445.0000.63430	437.67
S054	Schmidt, Sheila						
APMWB	Electronic Funds Transf			05.05.25	April Contractual Payment	001-445.0000.62040	1,296.00
Dept 445 Total:							5,888.77
Dept: 451 Planning & Zoning							
H001	H & H Business Systems, Inc.						
APMWB	Electronic Funds Transf			AR369257	Monthly Contract Charges for G736M660937001	001-451.1901.66140	30.30
VEN15085	International Minute Press						
APMWB	Check			2713	Business Cards - Andrew Millar	001-451.0000.63060	31.00
Dept 451 Total:							61.30
Dept: 452 Building Inspector							
C220	Coleman Oil Co						
APMWB	Check			CP-0247198	Fuel Usage - April 2025	001-452.0000.64030	492.88
H001	H & H Business Systems, Inc.						
APMWB	Electronic Funds Transf			AR369257	Monthly Contract Charges for G736M660937001	001-452.1901.66140	30.31
V040	ODP Business Solutions						
APMWB	Check			421504545001	Office Supplies-Building	001-452.0000.63060	4.03
Dept 452 Total:							527.22
Dept: 453 Engineering							
C220	Coleman Oil Co						
APMWB	Check			CP-0247198	Fuel Usage - April 2025	001-453.0000.64030	259.97
H001	H & H Business Systems, Inc.						
APMWB	Electronic Funds Transf			AR369257	Monthly Contract Charges for G736M660937001	001-453.1901.66140	30.32
Dept 453 Total:							290.29
Dept: 481 Capital Improvements/Contracts							
VEN14850	Legacy Heating and Cooling						
APMWB	Check			29931821	PD Chiller Replacement	001-481.0000.68395	1,390.00
				29928758	PD Remote Grease Line Replacement	001-481.0000.68395	425.00
				29944506	Belimo replacement valves	001-481.0000.68395	2,700.00
T090	Thorco, Inc.						
APMWB	Check			1795528	Labor to install decorative lights	001-481.0000.68390	1,425.00
Dept 482 Total:							5,940.00

Fund 001 Total: 325,236.37

Packet: APPKT15110 - Check Run 05.08.25

Check Date: 5/21/2025

Vendor Set: 01 - Vendor Set 01

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			3075859	Benefits Consulting May 2025	003-482.0000.62040	2,500.00
VEN14039	OneBridge						
APMWB	Check			INV-4175	Admin fees May 2025	003-482.4155.71210	150.00
A6000	Rehn & Associates, Inc.						
APMWB	Check			INV-00207583	COBRA notices April 2025	003-482.0000.62160	84.00
Dept 482 Total:							2,734.00
Fund 003 Total:							2,734.00
Fund: 007 - DRUG SEIZURE PROGRAM							
Dept: 425 Drug Seizure Program							
VEN14881	LeadsOnline Parent LLC						
APMWB	Check			417738	Leads Online Annual Renewal	007-425.0000.62040	6,452.00
Dept 425 Total:							6,452.00
Fund 007 Total:							6,452.00
Fund: 008 - 911 SUPPORT							
Dept: 426 911 Support							
M2005	Motorola Solutions						
APMWB	Electronic Funds Transf			8282124001	Dual band mobile radios	008-426.0000.91560	60,333.04
Dept 426 Total:							60,333.04
Fund 008 Total:							60,333.04
Fund: 011 - FACILITY BUILDING RESERVE							
Dept: 491 Facility Building Reserve							
VEN12372	Bernardo/Wills Architects, PC						
APMWB	Check			25188	City Hall Remodel BW Invoice Jan-Apr 2025	011-491.1801.93163	2,800.15
C291	Coeur d' Alene Press						
APMWB	Check			035105	Bid Advertising	011-491.0000.95015	203.84
Dept 491 Total:							3,003.99
Fund 011 Total:							3,003.99
Fund: 017 - ANNEXATION FEES							
Dept: 410 General Government Services							
VEN15043	Urban3 LLC						
APMWB	Check			AC000327B	Urban 3 Invoice #5	017-410.0000.62040	5,135.13
Dept 410 Total:							5,135.13
Fund 017 Total:							5,135.13
Fund: 023 - SPECIAL EVENTS							
Dept: 446 Special Events							
K086	Kootenai County Sheriff						
APMWB	Check			04.23.25	Traithlon Water Safety	023-446.1602.63000	290.00
Dept 446 Total:							290.00
Fund 023 Total:							290.00
Fund: 037 - STREETS IMPACT FEES							
Dept: 431 Streets							
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			183588	Ross Point Road Cycle Track	037-431.1305.62040	6,690.00

Dept 431 Total: 6,690.00

Fund 037 Total: 6,690.00

Packet: APPKT15110 - Check Run 05.08.25
 Vendor Set: 01 - Vendor Set 01

Check Date: 5/21/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	145200	Biosoilds Testing April 2025	650-463.0000.68360	505.00
		145231	April 2025 Biosolids	650-463.0000.68360	475.00
		145299		650-463.0000.68360	340.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	99298	Camlok 2'	650-463.0000.68025	66.60
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003050961	High Pressure	650-463.0000.68025	8.79
VEN03129	Barr Tech LLC				
APMWB	Check	10317	Bio Solids Disposal April 2025	650-463.0000.62150	79,239.31
VEN04450	BDP Industries				
APMWB	Check	IN001060	1" Coupling	650-463.0000.68025	71.51
VEN04305	CDA Concrete Cutting				
APMWB	Check	7500	Core drill 3 holes into floor	650-463.0000.68025	425.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4228649628	WWTP Uniforms	650-463.4000.72000	159.66
		4229377939		650-463.4000.72000	159.66
C220	Coleman Oil Co				
APMWB	Check	CP-0247198	Fuel Usage - April 2025	650-463.0000.65005	565.48
VEN14748	CPR Central				
APMWB	Check	NCITYPF20250505	Individual CPR training & Keychains	650-463.0000.64020	40.00
VEN03032	DIVCO				
APMWB	Check	SVC103171	Unit Cooling Call Out	650-463.0000.68025	288.00
VEN11813	Endress & Hauser, Inc				
APMWB	Electronic Funds Transf	6002691744	Prosonic S FDU90	650-463.0000.68025	644.63
F030	FedEx				
APMWB	Check	8-840-65090	Freight to Analytical	650-463.0000.68360	298.71
		8-826-58568	Freight to Analytical Labs 4/07/2025	650-463.0000.68360	298.71
		8-832-97957	Freight to Analytical Labs 4/09/2025	650-463.0000.68360	298.71
G098	Grainger				
APMWB	Check	9480887943	MF Chem containment	650-463.0000.63110	1,692.87
		9471542606	FIRE HOSE ADAPTER,STRAIGHT	650-463.0000.68025	222.33
		9468506671	FIRE HOSE NOZZLE	650-463.0000.68025	171.70
		9469919337	FIRE HOSE ADAPTER,STRAIGHT	650-463.0000.68025	61.20
		9482626300	Coupling & Adapter	650-463.0000.68025	241.92
		9478938468	WWTP Supplies	650-463.0000.68025	302.61
		9488589624	O-RING,BUNA N,BLACK,PK10	650-463.0000.68025	13.14
		9471534421	FIRE HOSE ADAPTER,STRAIGHT	650-463.0000.68025	183.60
H030	Hach Company				
APMWB	Check	14459611	Lab Supplies	650-463.0000.63400	267.75
VEN09499	Huber Technology Inc				
APMWB	Check	CD10028657	Step screen parts	650-463.0000.68025	1,847.00
N001	Napa Auto Parts				
APMWB	Check	338198	WWTP Shop Supplies	650-463.0000.68025	79.64
V040	ODP Business Solutions				
APMWB	Check	419943760001	Office Supplies-Wastewater	650-463.0000.63060	108.60
		418942009001	Office Supplies-Water/WW	650-463.0000.63060	348.89
		419943760001	Office Supplies-Wastewater	650-463.0000.63060	16.49
O040	Overhead Door Company				
APMWB	Check	581500	BI-ANNUAL PM On Garage Doors	650-463.0000.68010	501.37
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032315213	Sodium Bisulfite	650-463.0000.63008	1,863.75
		0032318666		650-463.0000.63008	3,622.25
P180	Perfection Tire				
APMWB	Check	1089048	Kubota New Tires	650-463.0000.67170	766.16

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB P310	Check Platt Electric Supply	1089423	Oil Change & Air Filter T119	650-463.0000.67170	147.51
APMWB VEN15059	Check Polydyne Inc	6F83639	EG POST BASE & CLAMPS	650-463.0000.68025	385.56
APMWB R251	Check Serights Ace Hardware	1924598	Polymer delivery	650-463.0000.63480	4,950.00
APMWB	Check	366106/1	HIGH PRESSURE WASHER	650-463.0000.67090	143.99
		365734/1	Spark Plug, Brush Knife & Marking Flags	650-463.0000.68010	113.33
		365903/1	WWTP Shop Supplies	650-463.0000.68010	39.21
		365661/1		650-463.0000.68025	41.06
		365446/1	Cleaning Wipes, Tape	650-463.0000.68025	20.84
		365710/1	WWTP Supplies	650-463.0000.68025	15.25
		365592/1		650-463.0000.68025	44.37
		365578/1	WWTP CLEANING SUPPLIES	650-463.0000.68025	51.60
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB VEN14980	Electronic Funds Transf Solid Rock Gate Supply	11803948	PCB Analysis	650-463.0000.68360	3,078.00
APMWB U1006	Check Univar Solutions USA, LLC	25589	Slide Gate Influent Channel	650-463.0000.68025	406.74
APMWB	Check	52958974	Caustic Soda Deliveries	650-463.0000.63008	4,772.50
		52961232	Aluminum Sulfate	650-463.0000.63490	6,982.00
		52983709		650-463.0000.63490	6,574.00
U145	USABlue Book				
APMWB	Check	INV00697722	Lab Supplies	650-463.0000.63400	955.23
		INV00680152		650-463.0000.63400	650.87
		INV00677293		650-463.0000.63400	635.27
		INV00677933		650-463.0000.63400	238.35
		INV00677455	8.5 Liter Polypropylene Tray	650-463.0000.63400	49.41
		INV00681845	Clear Water Bath	650-463.0000.63400	124.40
		INV00697195	Lab Supplies	650-463.0000.63400	66.70
Dept 463 Total:					126,682.23
Dept: 466 Wastewater - Collections					
VEN14808	Ardurra Group, Inc				
APMWB C220	Electronic Funds Transf Coleman Oil Co	240451-4	SH-41 & Poleline Gravity Sewer Rehab Marc	650-466.3221.68400	16,501.90
APMWB G098	Check Grainger	CP-0247198	Fuel Usage - April 2025	650-466.0000.65005	2,076.95
APMWB N001	Check Napa Auto Parts	9490233088	Riverside Harbor LS Air Filter	650-466.0000.63000	231.24
APMWB	Check	341004	Pin Clip	650-466.0000.63000	14.44
		039693	Silicone Hose & Antifreeze	650-466.0000.63006	402.19
B100	Owen Equipment Company				
APMWB	Check	00131096	Swivel Joint	650-466.0000.63000	364.53
		00131111	12V Coil & Pneumatic Valve	650-466.0000.63330	771.12
P180	Perfection Tire				
APMWB R251	Check Serights Ace Hardware	1089043	Oil Change & Air Filter T117	650-466.0000.67170	148.85
APMWB VEN14987	Check SWS Equipment LLC	365952/1	WWTP Supplies	650-466.0000.63000	53.73
APMWB Z026	Check Ziegler Lumber Co #017	0181107-IN	Repair CCTV Camera	650-466.0000.62040	662.00
APMWB	Check	886192	WWTP Supplies	650-466.0000.63006	28.58
		896667	Zinc Flat Washer	650-466.0000.63006	8.07
Dept 466 Total:					21,263.60
Dept: 468 Wastewater - Surface Water					
VEN02169	AutoZone				
APMWB VEN05261	Check CDA PAVING	03701648487	Ignition Switch for walk behind mower	650-468.0000.68380	16.16
APMWB	Check	103945	3/4" Crushed Rock for Storm Water	650-468.0000.68380	144.29

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4229377939	WWTP Uniforms	650-468.4000.72000	159.66
		4228649628		650-468.4000.72000	159.66
C220	Coleman Oil Co				
APMWB	Check	CP-0247198	Fuel Usage - April 2025	650-468.0000.65005	714.82
G098	Grainger				
APMWB	Check	9477027628	Saddle Box for Storm Water	650-468.0000.67170	1,021.53
H1957	Horizon				
APMWB	Electronic Funds Transf	2S226703	WWTP Supplies	650-468.0000.68380	250.85
		2S226729		650-468.0000.68380	208.60
N001	Napa Auto Parts				
APMWB	Check	340430	Surface Water Sprayer	650-468.0000.68380	148.98
N1760	North Idaho Hydroseeding, Inc				
APMWB	Check	17424	Hydroseeding Fox Trailer Pleasant View	650-468.0000.68380	350.00
VEN14559	One Call Concepts, Inc				
APMWB	Check	5045025	Water & Waste Water Locates	650-468.0000.62320	419.44
R1913	Rockhound Landscape Supply				
APMWB	Check	4.18.25	330sf Sod 3124 N Bunchgrass	650-468.0000.68380	194.70
		4.25.25	2yds Blended Soil	650-468.0000.68380	76.00
		4.25.2025	Sod 601 S Pleasant View	650-468.0000.68380	277.30
		4.21.25	6 bags of seed	650-468.0000.68380	90.00
		5.3.2025	Sod 601 S Pleasentview	650-468.0000.68380	41.30
R251	Serights Ace Hardware				
APMWB	Check	365460/1	WWTP Supplies	650-468.0000.68380	31.44
		365363/1	WWTP Shop Supplies	650-468.0000.68380	47.02
		365673/1	Storm Water Supplies	650-468.0000.68380	67.24
		365911/1	6.4OZ ENGINE OIL STIHL & STRAP	650-468.0000.68380	70.30
		366101/1	Spark Plug	650-468.0000.68380	28.76
		365818/1	TOGGLE CANOPY 20A 125V	650-468.0000.68380	6.12
		366031/1	Stormwater Supplies	650-468.0000.68380	112.45
		365478/1	Storm Water Supplies	650-468.0000.68380	136.62
VEN03968	Wilbur-Ellis Company - Spokane				
APMWB	Check	17057130	Roadside spraying	650-468.0000.68220	1,504.03
Dept 468 Total:					6,277.27
Fund 650 Total:					154,223.10
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
P050	Panhandle Area Council				
APMWB	Check	60-PFLM	Tertiary Upgrade PAC Invoice April 2025	651-463.3213.90015	652.50
Dept 463 Total:					652.50
Fund 651 Total:					652.50
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0183774	Seltice Way Rehab JUB Invoice March 2025	652-463.3229.95520	22,392.05
VEN15094	William F. Guy				
APMWB	Check	Easement with Bill C	Temp. Construction Easement with Bill Guy	652-463.3232.95520	13,000.00
Dept 463 Total:					35,392.05
Fund 652 Total:					35,392.05
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN05261	CDA PAVING				
APMWB	Check	104500	Earthfill Disposal	700-461.0000.65050	13.91
		103449		700-461.0000.65050	59.85
VEN04268	Coeur d'Alene Garbage Service				

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	2875975	Dumpster Service	700-461.0000.65050	493.44
Dept 461 Total:					567.20
Fund 700 Total:					567.20
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	145576	Water Testing	750-462.0000.68360	60.00
B072	BAVCO				
APMWB	Check	328809	Backflow Repair Parts for Tullamore	750-462.0000.63280	3,453.85
C1161	CDA Garbage				
APMWB	Electronic Funds Transfr	2875322	Recycling Bin	750-462.0000.65050	30.50
C220	Coleman Oil Co				
APMWB	Check	CP-0247198	Fuel Usage - April 2025	750-462.0000.64030	1,901.71
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transfr	S012385921.001	Polymer Meter Box Cover	750-462.0000.63280	804.94
H215	Core & Main LP				
APMWB	Check	W806143	Saddle & Poly	750-462.0000.63280	462.52
		W821293	Meter Gaskets	750-462.0000.63280	80.00
VEN14748	CPR Central				
APMWB	Check	NCITYPF20250505	Individual CPR training & Keychains	750-462.0000.64020	100.00
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transfr	1517219	1" E-Series Meter Gallons, 10' Lead, Twist T	750-462.0000.68235	1,218.00
G098	Grainger				
APMWB	Check	9490504389	Concrete Hopper Self Dumping	750-462.0000.63280	1,678.74
N001	Napa Auto Parts				
APMWB	Check	340906	Maintance W119	750-462.0000.67170	31.32
V040	ODP Business Solutions				
APMWB	Check	418942009001	Office Supplies-Water/WW	750-462.0000.63060	3.20
VEN14559	One Call Concepts, Inc				
APMWB	Check	5045025	Water & Waste Water Locates	750-462.0000.62320	419.45
O040	Overhead Door Company				
APMWB	Check	581500	BI-ANNUAL PM On Garage Doors	750-462.0000.68010	214.88
P310	Platt Electric Supply				
APMWB	Check	6C74943	Battery - Promotion Deal	750-462.0000.63280	0.01
Dept 462 Total:					10,459.12
Fund 750 Total:					10,459.12
Report Total:					611,168.50



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	3,500.00
	001-412.0000.62133	4,801.50
	001-412.0000.63030	0.00
	001-412.0000.65030	558.60
	001-414.0000.62080	71.00
	001-414.0000.66015	6,534.58
	001-415.0000.66080	395.00
	001-421.0000.62040	19,516.00
	001-421.0000.62370	125.00
	001-421.0000.63060	317.52
	001-421.0000.63210	137.80
	001-421.0000.64010	150.00
	001-421.0000.64020	5,282.00
	001-421.0000.64030	6,328.11
	001-421.0000.65021	24.52
	001-421.0000.65030	2,866.69
	001-421.0000.66042	822.19
	001-421.0000.66044	166.36
	001-421.0000.67100	1,109.62
	001-421.0000.67170	1,794.00
	001-421.0000.67190	1,940.12
	001-421.0000.90020	675.00
	001-421.4000.72000	406.79
	001-421.4000.72020	83.68
	001-423.1153.68400	2,495.00
	001-424.0000.62040	24,793.38
	001-424.0000.62060	195.00
	001-424.0000.63040	482.63
	001-424.0000.63060	62.00
	001-424.0000.64030	113.06
	001-427.0000.63060	0.00
	001-427.0000.64030	219.16
	001-431.0000.63060	78.00
	001-431.0000.63110	281.30
	001-431.0000.63260	1,130.03
	001-431.0000.64020	1,707.00
	001-431.0000.64030	3,973.05
	001-431.0000.66016	592.68
	001-431.0000.67090	294.35
	001-431.0000.68090	648.87
	001-431.0000.68100	1,936.55
	001-431.0000.68110	624.65
	001-431.0000.68130	473.04
	001-431.0000.68140	566.37
	001-431.0000.68150	15.66
	001-431.0000.95040	43,581.05
	001-431.1811.95040	9,343.72
	001-431.4000.72000	35.25
	001-433.0000.63140	293.90
	001-433.0000.63150	275.31
	001-433.0000.63720	472.69
	001-433.0000.63730	204.31
	001-433.0000.64020	40.00
	001-433.0000.64030	152.44
	001-434.0000.63011	818.56
	001-434.0000.63012	137.23

001-434.0000.63013	114.67
001-434.0000.63160	148.42
001-434.0000.64030	329.46
001-434.0000.67090	375.27
001-434.0000.67170	7,759.75
001-434.0000.68010	544.00
001-434.0000.90010	40,927.73
001-441.0000.64030	366.72
001-441.0000.67090	218.00
001-442.0000.63760	1,358.22
001-442.0000.64030	452.08
001-442.0000.67050	160.00
001-442.0000.68200	2,331.39
001-442.0000.68230	45.11
001-443.0000.62040	1,368.75
001-443.0000.63110	34.16
001-443.0000.63150	4.13
001-443.0000.63530	5,849.99
001-443.0000.64020	40.00
001-443.0000.64030	3,902.97
001-443.0000.65030	383.25
001-443.0000.65050	3,030.30
001-443.0000.66190	444.60
001-443.0000.67020	6,123.00
001-443.0000.67030	272.99
001-443.0000.67090	113.49
001-443.0000.68160	363.87
001-443.0000.68170	477.15
001-443.0000.68215	794.00
001-443.0000.68230	1,057.87
001-443.0000.68250	30.58
001-443.0000.81505	3,072.80
001-443.0000.90010	32,928.95
001-443.0000.90050	7,512.35
001-443.0000.94180	29,087.42
001-443.1658.62330	5,831.50
001-443.1667.63009	824.73
001-444.1665.93180	206.80
001-445.0000.62040	1,642.50
001-445.0000.62060	1,200.00
001-445.0000.63060	97.24
001-445.0000.63210	1,575.00
001-445.0000.63430	900.95
001-445.0000.64020	10.00
001-445.0000.64030	63.08
001-445.0000.65050	400.00
001-451.0000.63060	31.00
001-451.1901.66140	30.30
001-452.0000.63060	4.03
001-452.0000.64030	492.88
001-452.1901.66140	30.31
001-453.0000.64030	259.97
001-453.1901.66140	30.32
001-481.0000.68390	1,425.00
001-481.0000.68395	4,515.00
Fund 001 Total:	325,236.37
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.62160	84.00
003-482.4155.71210	150.00
Fund 003 Total:	2,734.00
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	6,452.00
Fund 007 Total:	6,452.00
008 - 911 SUPPORT	
008-426.0000.91560	60,333.04

	Fund 008 Total:	60,333.04
011 - FACILITY BUILDING RESERVE		
011-491.0000.95015		203.84
011-491.1801.93163		2,800.15
	Fund 011 Total:	3,003.99
017 - ANNEXATION FEES		
017-410.0000.62040		5,135.13
	Fund 017 Total:	5,135.13
023 - SPECIAL EVENTS		
023-446.1602.63000		290.00
	Fund 023 Total:	290.00
037 - STREETS IMPACT FEES		
037-431.1305.62040		6,690.00
	Fund 037 Total:	6,690.00
650 - RECLAIMED WATER OPERATING		
650-463.0000.62150		79,239.31
650-463.0000.63008		10,258.50
650-463.0000.63060		473.98
650-463.0000.63110		1,692.87
650-463.0000.63400		2,987.98
650-463.0000.63480		4,950.00
650-463.0000.63490		13,556.00
650-463.0000.64020		40.00
650-463.0000.65005		565.48
650-463.0000.67090		143.99
650-463.0000.67170		913.67
650-463.0000.68010		653.91
650-463.0000.68025		5,593.09
650-463.0000.68360		5,294.13
650-463.4000.72000		319.32
650-466.0000.62040		662.00
650-466.0000.63000		663.94
650-466.0000.63006		438.84
650-466.0000.63330		771.12
650-466.0000.65005		2,076.95
650-466.0000.67170		148.85
650-466.3221.68400		16,501.90
650-468.0000.62320		419.44
650-468.0000.65005		714.82
650-468.0000.67170		1,021.53
650-468.0000.68220		1,504.03
650-468.0000.68380		2,298.13
650-468.4000.72000		319.32
	Fund 650 Total:	154,223.10
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3213.90015		652.50
	Fund 651 Total:	652.50
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3229.95520		22,392.05
652-463.3232.95520		13,000.00
	Fund 652 Total:	35,392.05
700 - SANITATION		
700-461.0000.65050		567.20
	Fund 700 Total:	567.20
750 - WATER OPERATING		
750-462.0000.62320		419.45
750-462.0000.63060		3.20
750-462.0000.63280		6,480.06
750-462.0000.64020		100.00
750-462.0000.64030		1,901.71
750-462.0000.65050		30.50
750-462.0000.67170		31.32
750-462.0000.68010		214.88
750-462.0000.68235		1,218.00
750-462.0000.68360		60.00
	Fund 750 Total:	10,459.12

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RU

5/1/2025	\$85.43	100676 AT&T Long Distance	Pay Before Due Date
5/1/2025	\$90.46	100677 AT&T Mobility	Pay Before Due Date
5/1/2025	\$16.32	100678 AT&T Mobility	Pay Before Due Date
5/1/2025	\$144.35	100679 Avista	Pay Before Due Date
5/1/2025	\$16.94	100680 Spectrum	Pay Before Due Date
5/1/2025	\$169.99	100681 Spectrum	Pay Before Due Date
5/1/2025	\$99.98	100682 TDS	Pay Before Due Date
5/1/2025	\$93.12	100683 Ziply Fiber	Pay Before Due Date
5/1/2025	\$146.09	100684 Ziply Fiber	Pay Before Due Date
5/9/2025	\$52.62	100798 At& T Long Distance	Pay Before Due Date
5/9/2025	\$628.35	100799 AT&T Mobility	Pay Before Due Date
5/9/2025	\$656.21	100800 AT&T Mobility	Pay Before Due Date
5/9/2025	\$3,489.69	100801 Avista	Pay Before Due Date
5/9/2025	\$29,930.06	100802 Idaho State Tax Commission	Pay Before Due Date
5/9/2025	\$39,595.86	100803 Kooteni Electric	Pay Before Due Date
5/9/2025	\$494.72	100805 Post Falls Food Bank	Pay Before Due Date
5/9/2025	\$259.65	100806 Ricoh USA Inc.	Pay Before Due Date
5/9/2025	\$80.02	100807 Verizon Wireless	Pay Before Due Date
5/9/2025	\$120.03	100808 Verizon Wireless	Pay Before Due Date
5/9/2025	\$201.69	100809 Verizon Wireless	Pay Before Due Date
5/9/2025	\$273.11	100810 Verizon Wireless	Pay Before Due Date
5/9/2025	\$120.03	100811 Verizon Wireless	Pay Before Due Date
5/9/2025	\$485.13	100812 Verizon Wireless	Pay Before Due Date
	\$77,249.85		

N 05.21.25

001-431.0000.65030

001-424.0000.65030

Various

Various

001-417.0000.63080

001-443.0000.63080

001-443.0000.65030

001-445.0000.65030

640-463.0000.65030

001-445.0000.65030

650-463.0000.65030

650-466.0000.65030

Various

001-22095;700-22095

Various

001-22110

Various

001-452.0000.65030

001-453.0000.65030

001-443.0000.65030

Various

001-453.0000.65030

Various

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/20/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Victoria Howell, Purchasing/CSR

SUBJECT: March Cash and Investments Reports

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Budget Status Report, Treasurer's Report of Cash and Investment Transactions and Cash and Investments Report for the month of **March 2025**. Approval of the reports acknowledges receipt of the required reports. No presentation is planned on this item.

DISCUSSION:

Each month the Finance Department provides a report detailing the expenditures, to date, under the adopted budget (per Idaho Code 50-208) and a report on the cash and investments for that month (per Idaho Code 50-135) to ensure that the council, and the public is aware of the city's financial position. Idaho Code 50-708 requires at least quarterly during the year council review a treasurer's report that includes the accounts and doings of the chief finance officer of the city. The attached reports are for **March 2025**. The budget summary report details the budgeted amount by expenditure type and the amount expended through the end of **March** in both dollars and by percentage. The Cash and Investments Report shows the amounts the city has on deposit with the noted institutions as well as cash on hand. At the end of **March**, the total of investments and cash on hand was **\$200,661,055.38**. Finally, the Treasurer's Report of Cash and Investment Transactions details the receipts and disbursements to each fund during the month of **March**.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$200,661,055.38

BUDGET CODE:

Various

ATTACHMENTS:

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

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED March 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 189,435.60	\$ 115,453.24	60.9%
	Personnel	127,189.88	53,455.84	42.0%
		<u>316,625.48</u>	<u>168,909.08</u>	53.3%
412 - INFORMATION SYSTEMS	Operating	144,650.00	150,078.61	103.8%
	Capital	-	637.78	0.0%
	Personnel	730,352.76	322,309.35	44.1%
		<u>875,002.76</u>	<u>473,025.74</u>	54.1%
413 - GENERAL SERVICES	Operating	27,000.00	4,544.91	16.8%
	Personnel	575,111.36	265,415.43	46.2%
		<u>602,111.36</u>	<u>269,960.34</u>	44.8%
414 - FINANCE	Operating	624,485.00	440,445.25	70.5%
	Personnel	705,291.14	320,419.61	45.4%
		<u>1,329,776.14</u>	<u>760,864.86</u>	57.2%
415 - CITY CLERK	Operating	53,603.00	28,302.24	52.8%
	Capital	-	-	0.0%
	Personnel	93,315.60	32,102.63	34.4%
		<u>146,918.60</u>	<u>60,404.87</u>	41.1%
417 - MEDIA/CABLE FRANCHISE	Operating	64,850.00	11,276.69	17.4%
	Capital	-	-	0.0%
	Personnel	161,845.81	73,137.30	45.2%
		<u>226,695.81</u>	<u>84,413.99</u>	37.2%
418 - HUMAN RESOURCES	Operating	6,950.00	3,265.09	47.0%
	Personnel	248,491.12	113,536.78	45.7%
		<u>255,441.12</u>	<u>116,801.87</u>	45.7%
421 - POLICE	Operating	945,243.54	533,840.97	56.5%
	Capital	330,000.00	205,203.72	62.2%
	Personnel	9,150,342.05	3,824,893.97	41.8%
		<u>10,425,585.59</u>	<u>4,563,938.66</u>	43.8%
423 - OASIS	Operating	4,100.00	14,856.39	362.4%
	Capital	-	-	0.0%
	Personnel	133,544.76	74,003.19	55.4%
		<u>137,644.76</u>	<u>88,859.58</u>	64.6%
424 - LEGAL (PROSECUTING)	Operating	82,446.00	139,691.77	169.4%
	Capital	-	-	0.0%
	Personnel	1,061,552.81	448,355.01	42.2%
		<u>1,143,998.81</u>	<u>588,046.78</u>	51.4%
427 - ANIMAL CONTROL	Operating	17,050.00	6,166.19	36.2%
	Personnel	209,315.89	94,655.34	45.2%
		<u>226,365.89</u>	<u>100,821.53</u>	44.5%
431 - STREETS	Operating	1,993,650.00	288,134.82	14.5%
	Capital	6,650,000.00	1,073,454.26	0.0%
	Personnel	1,674,238.01	701,988.65	41.9%
		<u>10,317,888.01</u>	<u>2,063,577.73</u>	20.0%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED March 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	21,030.00	2,276.79	10.8%
	Personnel	-	-	0.0%
		<u>21,030.00</u>	<u>2,276.79</u>	10.8%
433 - FACILITY MAINTENANCE	Operating	48,880.00	17,819.99	36.5%
	Capital	40,000.00	-	0.0%
	Personnel	<u>346,802.57</u>	<u>154,126.51</u>	44.4%
		435,682.57	171,946.50	39.5%
434 - FLEET MAINTENANCE	Operating	257,537.00	172,136.90	66.8%
	Capital	2,784,000.00	550,490.87	19.8%
	Personnel	<u>507,623.03</u>	<u>176,322.45</u>	34.7%
		3,549,160.03	898,950.22	25.3%
435 - -GIS	Operating	62,050.00	49,819.13	80.3%
	Personnel	<u>205,163.73</u>	<u>92,369.39</u>	45.0%
		267,213.73	142,188.52	53.2%
441 - URBAN FORESTRY	Operating	53,975.00	26,941.49	49.9%
	Capital	-	25,985.05	0.0%
	Personnel	<u>297,460.01</u>	<u>141,960.79</u>	47.7%
		351,435.01	194,887.33	55.5%
442 - CEMETERY	Operating	117,725.00	46,796.02	39.8%
	Capital	-	-	0.0%
	Personnel	<u>256,391.79</u>	<u>116,012.37</u>	45.2%
		374,116.79	162,808.39	43.5%
443 - PARKS	Operating	1,068,108.00	349,634.87	32.7%
	Capital	812,004.00	33,029.45	4.1%
	Personnel	<u>1,550,224.34</u>	<u>613,497.90</u>	39.6%
		3,430,336.34	996,162.22	29.0%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>80,000.00</u>	<u>69,735.16</u>	87.2%
		80,000.00	69,735.16	87.2%
445 - RECREATION	Operating	253,358.00	101,922.41	40.2%
	Capital	-	-	0.0%
	Personnel	<u>986,129.35</u>	<u>328,690.10</u>	33.3%
		1,239,487.35	430,612.51	34.7%
451 - PLANNING & ZONING	Operating	32,918.95	12,130.52	36.8%
	Capital	-	-	100.0%
	Personnel	<u>402,502.26</u>	<u>158,236.39</u>	39.3%
		435,421.21	170,366.91	39.1%
452 - BUILDING INSPECTOR	Operating	27,500.00	15,292.49	55.6%
	Personnel	803,157.89	344,774.87	42.9%
	Capital	-	-	
		<u>830,657.89</u>	<u>360,067.36</u>	43.3%
453 - ENGINEERING	Operating	46,600.00	9,848.67	21.1%
	Capital	10,000.00	-	100.0%
	Personnel	<u>837,813.54</u>	<u>315,124.51</u>	37.6%
		894,413.54	324,973.18	36.3%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED March 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	90,705.00	94,788.67	104.5%
	Capital	-	-	0.0%
	Personnel	243,835.96	113,200.21	46.4%
		<u>334,540.96</u>	<u>207,988.88</u>	62.2%
465 - STREET LIGHTS	Operating	660,000.00	322,065.17	48.8%
		<u>660,000.00</u>	<u>322,065.17</u>	48.8%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,825,386.00	102,146.05	5.6%
	Capital	-	175.00	0.0%
		<u>1,825,386.00</u>	<u>102,321.05</u>	5.6%
482 - PERSONNEL POOL	Operating	4,894,400.00	2,447,200.02	50.0%
	Personnel	(375,483.02)	36,903.75	-9.8%
		<u>4,518,916.98</u>	<u>2,484,103.77</u>	55.0%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
TOTAL GENERAL FUND		<u>45,251,852.73</u>	<u>16,381,078.99</u>	36.2%
002 - INSURANCE FUND	Operating	403,409.00	426,424.00	105.7%
		<u>403,409.00</u>	<u>426,424.00</u>	105.7%
003 - PERSONNEL FUND	Operating	52,500.00	14,957.39	28.5%
	Capital	-	-	0.0%
	Personnel	4,996,900.00	2,007,183.49	40.2%
		<u>5,049,400.00</u>	<u>2,022,140.88</u>	40.0%
004-Street Lights	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	
007 - DRUG SEIZURE FUND	Operating	168,000.00	14,343.91	8.5%
	Capital	-	-	
		<u>168,000.00</u>	<u>14,343.91</u>	8.5%
008 - 911 FUND	Operating	2,378,737.23	207,365.21	8.7%
	Capital	-	70,499.91	0.0%
	Personnel	30,723.47	11,985.41	39.0%
		<u>2,409,460.70</u>	<u>289,850.53</u>	12.0%
011 - FACILITY BUILDING RESERVE FUND	Operating	3,772,000.00	-	0.0%
	Capital	8,548,000.00	810,668.62	0.0%
		<u>12,320,000.00</u>	<u>810,668.62</u>	0.0%
017 - ANNEXATION FUND	Operating	220,000.00	102,914.23	46.8%
	Capital	1,500,000.00	-	
		<u>1,720,000.00</u>	<u>102,914.23</u>	6.0%
023 - SPECIAL EVENTS FUND	Operating	145,470.00	8,627.78	5.9%
		<u>145,470.00</u>	<u>8,627.78</u>	5.9%
029 - CEMETERY IMPROVEMENTS FUND	Operating	208,000.00	11,688.00	5.6%
	Capital	42,000.00	4,400.00	
		<u>250,000.00</u>	<u>16,088.00</u>	6.4%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	1,000,000.00	240,391.30	24.0%
		<u>1,000,000.00</u>	<u>240,391.30</u>	24.0%

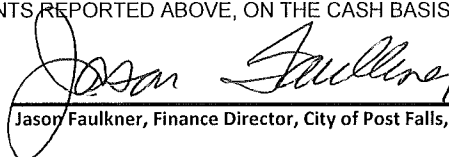
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED March 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,190,000.00	34,309.00	1.6%
	Capital	<u>15,000.00</u>	<u>-</u>	0.0%
		2,205,000.00	34,309.00	1.6%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED March 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,150,000.00	33,868.62	0.0%
	Capital	950,000.00	89,260.22	
		<u>3,100,000.00</u>	<u>123,128.84</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	319,000.00	4,960.62	0.0%
	Capital	3,311,000.00	891,957.08	26.9%
		<u>3,630,000.00</u>	<u>896,917.70</u>	24.7%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	-	-	0.0%
		-	-	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		-	-	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	17,979,557.86	7,493,231.93	41.7%
	Capital	17,457,931.00	527,386.65	3.0%
	Personnel	3,129,033.14	1,080,842.55	34.5%
		<u>38,566,522.00</u>	<u>9,101,461.13</u>	23.6%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	930,509.00	340,254.50	36.6%
	Capital	6,000,990.00	649,407.25	10.8%
		<u>6,931,499.00</u>	<u>989,661.75</u>	14.3%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	16,090,000.00	752,686.83	4.7%
	Operating	6,455,000.00	-	
		<u>22,545,000.00</u>	<u>752,686.83</u>	3.3%
700 - SANITATION FUND	Operating	4,711,427.00	2,277,114.28	48.3%
		<u>4,711,427.00</u>	<u>2,277,114.28</u>	48.3%
750 - WATER OPERATING FUND	Operating	2,379,409.73	651,932.87	27.4%
	Capital	4,213,756.00	349,696.11	
	Personnel	1,184,793.71	446,034.24	37.6%
		<u>7,777,959.44</u>	<u>1,447,663.22</u>	18.6%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	6,775,136.00	10,942.76	0.2%
		<u>6,775,136.00</u>	<u>10,942.76</u>	0.2%
GRAND TOTAL		<u>\$ 164,960,135.87</u>	<u>\$ 35,946,413.75</u>	21.8%

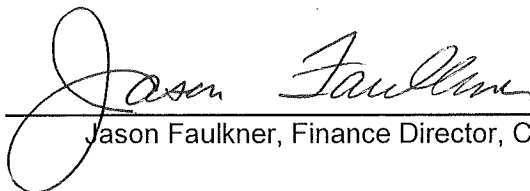
I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


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

City of Post Falls
Cash and Investments
3/31/2025

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	64,799,298.91
LGIP Acct 1441	295,331.47
<u>First Financial Equity Corporation</u>	
General Accts Investments	20,281,416.88
Contingency Accts	8,824,275.38
Replacement & Reserve Accts	62,083,587.54
<u>Moreton Capital Investments</u>	
Moreton Securities	20,999,642.36
<u>Mountain West bank</u>	
Repurchase Sweep Account	23,301,249.85
Checking Account	75,002.99
<u>Cash on Hand</u>	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	125.00
Park	-
Planning and Zoning	150.00
Total	<u>\$ 200,661,055.38</u>

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

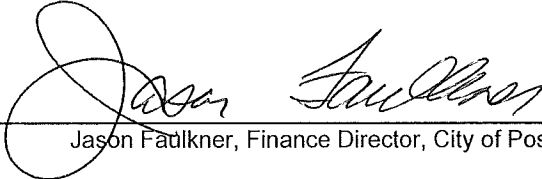


Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
3/31/2025

FUND	BALANCE 02/28/2025	RECEIPTS	DISBURSEMENTS	BALANCE 03/31/2025
001 - GENERAL FUND	\$37,583,190.41	\$1,521,001.26	\$3,852,211.89	\$ 35,251,979.78
002 - COMPREHENSIVE LIABILITY	324,706.51	\$17,246.38	\$ -	341,952.89
003 - PERSONNEL BENEFIT POOL	(293,342.23)	\$421,213.72	\$366,252.91	(238,381.42)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	200,792.20	\$616.06	\$ -	201,408.26
008 - 911 SUPPORT	3,619,452.55	\$115,841.37	\$14,489.48	3,720,804.44
011 - FACILITY BUILDING RESERVE	11,513,011.24	\$46,717.31	\$63,055.63	11,496,672.92
017 - ANNEXATION FEES	1,780,123.82	\$15,474.26	\$7,500.00	1,788,098.08
023 - SPECIAL EVENTS	433,161.44	\$10,362.33	\$2,985.48	440,538.29
029 - CEMETERY CAPITAL IMPROVEMENT	557,492.05	\$4,606.51	\$ -	562,098.56
034 - KOOTENAI FIRE/EMS IMPACT FEES	53,798.84	\$98,725.19	\$27,530.72	124,993.31
035 - PUBLIC SAFETY IMPACT FEES	3,136,055.42	\$82,291.31	\$8,360.35	3,209,986.38
037 - STREETS IMPACT FEES	8,129,070.21	\$290,412.67	\$299,330.08	8,120,152.80
038 - PARKS IMPACT FEES	5,344,903.04	\$319,890.17	\$227,888.17	5,436,905.04
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(22,742.54)	\$1,011.61	\$335.87	(22,066.80)
450 - LID GUARANTEE	18,749.92	\$47.03	\$ -	18,796.95
650 - RECLAIMED WATER OPERATING	75,390,858.23	\$1,934,067.15	\$2,223,756.60	75,101,168.78
651 - RECLAIMED WATER CAPITAL - WWTP	5,408,509.37	\$1,002,584.51	\$342,038.04	6,069,055.84
652 - RECLAIMED WATER CAPITAL - COLLECTOR	15,908,557.72	\$921,389.95	\$161,432.92	16,668,514.75
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	1,739,216.49	\$468,312.42	\$854,983.01	1,352,545.90
750 - WATER OPERATING	26,054,985.63	\$429,944.47	\$335,206.44	26,149,723.66
753 - WATER CAPITAL	5,034,284.86	\$102,621.99	\$239,820.00	4,897,086.85
GRAND TOTAL:	\$ 201,883,855.30	\$ 7,804,377.67	\$ 9,027,177.59	\$ 200,661,055.38

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


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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/20/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin, Maintenance Manager
SUBJECT: Fuel service contract

ITEM AND RECOMMENDED ACTION:

City staff recommends that the City Council authorize the Mayor to accept the bid and to sign the corresponding contract documents for the 2025 Fuel Service Contract to the lone bidder: Coleman Oil Company LLC.

DISCUSSION:

The City of Post Falls has historically entered into a contract with a local fuel vendor to supply fuel for the City fleet, as well as for emergency generators and other similar equipment. The current contract is held by Coleman Oil company and has expired. Coleman has honored the terms of the existing contract while a new procurement was carried out.

The City of Post Falls opened bids on February 27th, 2025 for the 2025 Fuel Services contract. The City received (1) bid from Coleman Oil Company LLC. Procurement rules require bids for decisions in excess of \$50,000. Also, the figures provided to bidders were based on the previous year fuel consumption for the city.

The City of Post Falls elects to utilize a vendor for its fueling needs for the following reasons:

- Post Falls does not have fueling infrastructure, ie: our own fuel station.
- Fuel contracts protect the city from spikes in fuel costs as the contract is tied to a national metric.
- Our fuel contract requires the vendor to provide data on fuel consumption as well as provide streamlined billing.
- Our contract provides that the city has priority for fuel over the vendor's other customers in shortage events.

Lastly, the bid pricing increased slightly from the expired 2016 contract with the same company: Coleman Oil Company LLC (see attached documents).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

This contract does not purchase any fuel directly. Individual purchases are budgeted for and

made by the city departments, in line with their budgets.

BUDGET CODE:

001-431.0000.64030

ATTACHMENTS:

1. 2025.04.15 Memo of Legal Bid Review (1)
2. Coleman Oil signed contract
3. 2025 Coleman Oil Co Bid - Exhibits A1,A2,A3



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 17, 2025
Re: February 27, 2025, Bid Opening – 2025 Fuel Services

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 Coleman Oil Company, LLC and included fluctuating price bid schedule as requested by the city. I reviewed the submittal and based upon the single response received, Coleman Oil Company, LLC ("Coleman Oil") is the lowest responsive bidder. If the City intends to award the bid, then the bid should be awarded to Coleman Oil. 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 Coleman Oil 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. The attestations and documents were executed by the Director of Cardlock for Coleman Oil.

Based upon my review Coleman Oil is compliant with Idaho Law, the city of Post Falls procurement standards, and is the lowest responsive bidder. 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,

Chris Gabbert

Christopher D. Gabbert
Deputy City Attorney

CITY OF POST FALLS
2025 Fuel Service Contract

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, between the **CITY OF POST FALLS**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and under the laws of the state of Idaho hereinafter called "**CITY**," and **COLEMAN OIL COMPANY, LLC**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at (vendor address) hereinafter called "**VENDOR**".

WITNESSETH:

In consideration of the conditions and covenants set forth herein, the parties agree as follows:

1. The **VENDOR** will furnish fuel and fuel management service to the **CITY** according to the bid specifications, bid proposal, and other bid documents outlined in Exhibit "A" attached hereto and by this reference incorporated herein.
2. The **VENDOR** agrees that in the event the **CITY** determines there is a fuel shortage, the **CITY** shall be the **VENDOR's** highest priority customer receiving fuel prior to all other paying or nonpaying customers. **VENDOR** will submit periodic inventory updates to the **CITY** during declared shortages or emergencies.
3. **VENDOR** will indemnify, defend (with counsel acceptable to the **CITY**), and hold the **CITY** harmless from all claims for injury to person or property resulting from the **VENDOR's** actions or omissions in the performance of this contract, and to that end, will maintain liability insurance naming the **CITY** as an additional insured in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. The **VENDOR** shall file a certificate of insurance in the office of the City Clerk which must provide for at least thirty (30) days written notice to the **CITY** before cancellation of the policy.
4. **VENDOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **VENDOR** fail to maintain such insurance during the entire term hereof, the **VENDOR** shall indemnify the **CITY** against any loss resulting from such failure, either by compensation or additional premium liability. The **VENDOR** shall furnish to the **CITY**, before the commencement of the work, such evidence as the **CITY** may require guaranteeing contributions that will come due under the Employment Security Law, including, at the option of the **CITY**,

a surety bond in an amount sufficient to make such payments.

5. **VENDOR's** cost, as referenced by the Oil Price Information Service (OPIS), or the "OPIS Rack Average" for Spokane, must be included with invoices or be accessible to the **CITY** each month, plus **VENDOR's** total markup to include hazard fee(s), freight costs, total gallons, and the total amount of purchases provided and due for the billing period. The **CITY** reserves the right to audit vendor records to verify costs and markup calculations. Discrepancies may result in payment adjustments.
6. **CITY** will make monthly payments based on invoices received from the **VENDOR** for services rendered and costs incurred during the previous month. **VENDOR** will send an invoice for all fuel purchased by the Police Department to Post Falls Police Department, 1717 E. Polston Avenue, Post Falls ID 83854, with an electronic copy to admin@postfallspolice.gov

For all other fuel purchased by the **CITY**, **VENDOR** will send a separate invoice to City of Post Falls, Attn: Accounts Payable, 408 N. Spokane Street, Post Falls, Idaho 83854, with an electronic copy to acctpay@postfalls.gov. The **CITY** may change the person(s) designated to receive invoices by providing the revised contact information in writing to the **VENDOR**. Each invoice must contain all the information this Agreement requires and the contract documents. The invoice will be paid within 30 days of receipt by the **CITY**, which is contingent upon review and authorization by the **CITY**. Disputed portions of invoices will not delay payment of undisputed amounts. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

The **CITY**, at its sole discretion, may elect to make payment by warrant (check), credit card, Automated Clearing House (ACH), or Electronic Payment (E-payment or E-payables). The pricing submitted by the **VENDOR** and accepted by the **CITY** includes applicable payment terms and any and all fees incurred by the **VENDOR** through their financial institutions in accepting any of the above-referenced payment methods. No additional fees or charges to the **CITY** shall apply unless otherwise preapproved by the **CITY**.

7. The **CITY**, for a term of five years beginning the effective date hereof, shall pay to **VENDOR** for fuel and services to be furnished by it, the sum outlined in the bid proposal attached hereto as Exhibit "A". The **CITY** in its sole option shall have the annual option to renew this contract for three (3) additional one (1) year periods upon the same terms as this initial contract.
8. If the Post Falls City Council does not appropriate the funding needed by the **CITY** to make payments under this Agreement for any fiscal year, the **CITY** will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the **CITY** will promptly

notify **VENDOR** of the non-appropriation, and this Agreement will be terminated at the end of the fiscal year for which funds were appropriated. No act or omission by the **CITY**, which is attributable to the non-appropriation of funds shall constitute a breach of or default under this Agreement. **CITY** shall pay all costs due to **VENDOR** for services completed in the fiscal year for which the funds were appropriated.

9. **TERMINATION BY CITY:** This Agreement may be terminated by the City with or without cause immediately upon written notice to the Contractor. In the event of termination of a Contract through no fault of the Contractor, the City agrees to pay the Contractor for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Contractor that services have been performed to the date of termination and acceptance of said documentation by the City.
10. Any notice required herein to be given to **CITY** must be in writing and will be deemed received by **CITY** when personally delivered to the office of the City Clerk, 408 N. Spokane Street, Post Falls, Idaho 83854.
11. Any notice required herein to be given to the **VENDOR** must be in writing and will be deemed received by **VENDOR** when addressed to **COLEMAN OIL COMPANY, LLC, P.O. Box 1308, Lewiston, Idaho 83501** and deposited in the United States mail with proper postage affixed to it or when personally delivered to the office of the **VENDOR**.
12. In the event of default by **VENDOR**, the **CITY**, in addition to any other right or remedy it may have under law, shall have the option to terminate this Agreement. However, before such termination, the **CITY** shall notify **VENDOR** in writing of the particulars of **VENDOR's** default. **VENDOR** shall have two (2) business days from the time such written notice is delivered to **VENDOR** as set forth herein to remedy such default.
13. Time is of the essence of this contract, and any failure to comply with the terms of this contract, including any term or condition to the bid specifications, shall be deemed material and a default.
14. 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.

15. 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.
16. 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.
17. 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.
18. 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 **VENDOR** 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 each and every such provision hereafter.
19. If 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.
20. 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.
21. The **VENDOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The **VENDOR** 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 **VENDOR** 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 **VENDOR** 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 **VENDOR** further agrees to comply with all the Nondiscrimination Requirements contained in Exhibit "B", which by this reference is incorporated herein.

22. **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 **VENDOR** employs ten (10) or more persons, then the **VENDOR** 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 **VENDOR** employs ten (10) or more persons, then the **VENDOR** 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:** **VENDOR** 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, **VENDOR** 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).

23. THIS AGREEMENT, with all of its forms, specifications, and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk have executed this contract, the City Clerk has affixed the seal of said city hereto, and Vendor has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

<Signature Page Follows>

CITY OF POST FALLS

VENDOR

By: _____
Ronald G. Jacobson, Mayor

By: Jeff S. Rowden
Name/Title: Jeff S. Rowden
Director of Cardlock

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, personally known, or identified to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to the within instrument, and acknowledged that the City of Post Falls executed the same.

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

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

State of Idaho

County of Nez Perce : SS

On this 2nd day of May, 2025 before me, a notary for the State of Idaho, personally appeared (Name: Jeff Bowden), who, being by me first duly sworn, declared that s/he is the (Title: Director of Cordlock) of (Vendor: Coleman Oil Company, LLC) that s/he 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

Signature: Cathy Jo Witters
Notary Public for the State of Idaho

Residing at: Lewiston
My Commission Expires: 7-26-27

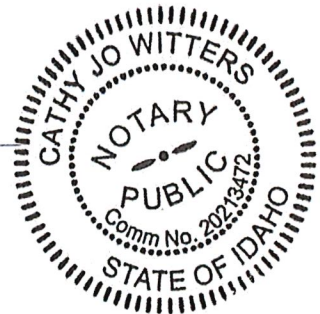


Exhibit A

Contract Documents *(To Be Attached)*

- A1. Bid Notice & Instructions - 2025 Fuel Contract
- A2. Bid Specifications - 2025 Fuel Contract
- A3. Fuel Proposal Form – 2025 Fuel Contract

Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in fed ally 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, regarding 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.

6. 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.

ADVERTISEMENT
CITY OF POST FALLS
2025 FUEL SERVICES

The City of Post Falls, Idaho, desires to retain Fuel Services for City owned and operated vehicles and auxiliary equipment and machines.

Sealed bids will be received by the City of Post Falls at the office of the City Clerk on or before the **27th day of February 2025, until the hour of 10:00 A.M.** for the City of Post Falls 2025 Fuel Services. The sealed bid must be clearly marked **"2025 FUEL SERVICES BID"**.

Bids received by the city may not be withdrawn after the time set in the notice for opening the bids. All bids received shall be opened at the time and place set in the notice inviting bids, and no person shall be denied the right to be present at the opening of bids. If a bid award is to be made, it will occur within thirty (30) days of the date of the opening of bids, absent extenuating circumstances.

Bid packets are available to interested bidders on the City of Post Falls website: www.postfalls.gov or by contacting the City Clerk office cityclerk@postfalls.gov

All bids shall contain one of the following forms of bidder's security in an amount equal to 5 percent (5%) of the amount of the bid (based on the estimated number of gallons of fuels as shown in bid documents):

- (a) Cash
- (b) Cashiers check made payable to the City
- (c) Certified check made payable to the City
- (d) Bidder's bond executed by a surety company qualified to do business in Idaho, made payable to the City.

As a total price bid for fuel is not being sought, assume, for the purposes of calculating the 5% bid bond only, that the cost of all categories of fuel will be \$1.00 per gallon, and that the total to be purchased will be the fuel amounts specified in paragraph 12 of the Bid Specifications.

If the bidder fails to execute the contract, the amount of his bidder's security shall be forfeited to the city, subject to provisions of Idaho Code 67-2806.

The city reserves the right to reject any and all bids and to waive informalities which do not affect the essential fairness of the bidding process, and to accept the lowest responsive bid.

Bids must be submitted on the "Bid Proposal" form. Each blank on the form must be completed and all required information must be attached.

The contract will be awarded to the vendor who complies with all of the bid instructions and specifications and who provides the lowest total "added" markup over the vendor's fuel cost.

Questions or requests for clarification must be directed to the Public Works Department: (208) 773-1722 or rjunkin@postfalls.gov. Only clarifications reduced to writing and issued as an addendum will be binding on the City.

THE CITY OF POST FALLS

2025 FUEL SERVICES

BID SPECIFICATIONS

The City of Post Falls, Idaho, desires to retain Fuel Services for City owned and operated vehicles and auxiliary equipment and machines. Failure to comply with the bid specifications will render the bid non-responsive. The following specifications are required:

1. The Vendor will supply fuel to City vehicles from card lock operated dispensing centers. In the event of a power loss, the vendor will provide generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of power outage. **Vendor must include proof with their bid proposal that a generator backup system is available and in place, and a description of how the system will be instituted within one hour of power outage.**
2. The vendor must have at least two dispensing centers. Both dispensing centers must be located east of Stateline Road, north of the Spokane River, west of Meyer Road and south of the Union Pacific rail line. One dispensing center must be located west of Idaho Street and the other must be located east of Idaho Street. One of the dispensing centers can be a convenience store, retail service station, etc. The price for City-supplied fuel from this type of outlet will be adjusted downward to meet bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year with easy access for large vehicles and equipment. Dispensing centers must provide drive through capabilities for equipment of lengths up 42' long and 12' in height with a minimum of 50' for turning capabilities.
3. The dispensing centers must dispense the following fuels:
 - A. Unleaded Gasoline 87 Regular
 - B. Premium Unleaded Gasoline
 - C. Non-Ethanol Gasoline premium
 - D. Dyed ULSD2 Diesel
 - E. Clear ULSD2 Diesel
 - F. Diesel Exhaust Fluid

Diesel fuel must be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.

Premium unleaded fuel and diesel exhaust fluid may be available at only one of the dispensing centers.

4. The fuels must be of a high-quality grade, absent of condensation or other impurities that may be expected to impact the performance of City vehicles. The vendor must agree to random fuel testing to be done by an independent test firm of the City's choosing. The City reserves the right to request fuel testing, when deemed necessary by the City, up to

BID SPECIFICATIONS

(Continued)

four times a year. Fuel tanks will be made available for this purpose. The cost of this testing will be paid by the vendor. If the vendor fails to promptly pay testing costs, City may, at City's discretion, deduct testing costs from vendor's fuel billing. Failure to cooperate with testing may result in preclusion from future bidding, or grounds for contract termination.

5. A sufficient supply of cleaning materials must be maintained at each cardlock location, including paper towels, water, and "squeegee" device for cleaning windshields. A refuse container will also be provided. These cleaning supplies and refuse container must be located no more than five feet from the fuel pumps. **Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.**
6. The vendor must use a one-card system (gas card or equivalent) to report the following information. This report shall be provided monthly to the City in an electronic format (Microsoft Excel based), per vehicle, as follows:
 - (a) Date, time and site of each purchase
 - (b) Vehicle ID
 - (c) Driver identified by name/or card number
 - (d) Odometer reading at the time of purchase (optional for user)
 - (e) Miles driven between each fueling (with odometer reading)
 - (f) Miles per gallon for every transaction (with odometer)
 - (g) Cost per mile for every transaction (with odometer)
 - (h) Product purchased
 - (i) Price per gallon
 - (j) Gallons dispensed
 - (k) All applicable taxes per transaction
7. Vendor will supply one gas card for each individual/vehicle.
8. The Fuel Services vendor will provide monthly billing to the Police Department, for fuel purchased by the Police Department. And to the Streets Department for all other fuel purchased by the City. The bill provided to the Streets Department will allocate costs to appropriate City departments (e.g. Parks and Recreation, Streets, Engineering, Water, Water Reclamation and others as directed by the Streets Department) and assist with data to support state fuel audits and other reporting requirements.
9. The vendor's cost, as referenced by the weekly Oil Price Information Service average for Spokane, known as the "OPIS Rack Average" for Spokane, must be available to the City each month, plus vendor's markup, total gallons, and total amount of purchases provided and due for the billing period.

BID SPECIFICATIONS

(Continued)

10. Changes in the vendor's cost per gallon to the City can be made during the billing period by referencing the Oil Price Information Service (OPIS). Vendor's markup per gallon may not change during the period of the bid award. The contract term will be for five years. The City, in its sole option, may renew the contract for three (3) additional one (1) year periods upon the same terms as the initial contract.
11. Vendor will be required to enter into a written contract with the City. Failure to comply with the terms of the contract will result in contract termination.
12. In the event of a fuel shortage, the City of Post Falls shall receive higher prioritization over the vendor's other customers.
13. Vendor is to supply the City with approximately the following number of gallons of fuel during an average annual period of the bid award:
 - A. Unleaded Gasoline 87 Regular 50,000 gallons
 - B. Premium Unleaded Gasoline 500 gallons
 - C. Non-Ethanol Gasoline premium 3,000 gallons
 - D. Dyed ULSD2 Diesel 6,000 gallons
 - E. Clear ULSD2 Diesel 20,000 gallons
 - F. Diesel Exhaust Fluid 500 gallons

No guarantee of a minimum or maximum amount is made in any category.

CITY OF POST FALLS

2025 FUEL BID PROPOSAL FORM

VENDOR MUST MEET ALL TERMS OF THE ATACHED SPECIFICATIONS

COMPANY'S NAME: Coleman Oil Company, LLC

ADDRESS: P.O. Box 1308, Lewiston, ID 83501

TELEPHONE: 208-799-2000 EMAIL: Bids@colemanoil.com

BIDDER'S AUTHORIZED AGENT:

ADDRESS: P.O Box 1308, Lewiston, ID 83501

TELEPHONE: 208-799-2000 EMAIL: Bids@colemanoil.com

Post Falls has elected to utilize a "fluctuating price" contract which considers the changing fuel market conditions over the contract period. The per-gallon price charged the City may fluctuate, but the difference between the vendor's per-gallon cost and the per-gallon price charged to the City must remain constant. Bidder's must submit an "adder," which will be added to the Oil Price Information Service (OPIS) Spokane, WA Contract Average price per-gallon at the time of purchase or delivery. The "adder" must include all fees or charges assessed by the vendor on customer purchases, and exclude any applicable federal, state, or local taxes, which must be listed separately at the time of invoicing.

<u>Fuel Type</u>	<u>Hazard</u>	<u>Freight</u>	<u>Vendor Markup</u>	<u>Total Adder</u>
A. Unleaded Gasoline	<u>.035238</u> +	<u>.05</u> +	<u>.075</u> =	<u>.160238</u>
B. Premium Unleaded	<u>.035238</u> +	<u>.05</u> +	<u>.075</u> =	<u>.160238</u>
C. Non-Ethanol Gasoline	<u>.035238</u> +	<u>.05</u> +	<u>.075</u> =	<u>.160238</u>
D. Dyed Diesel	<u>.035238</u> +	<u>.0541</u> +	<u>.075</u> =	<u>.164338</u>
E. Diesel #2	<u>.035238</u> +	<u>.0541</u> +	<u>.075</u> =	<u>.164338</u>
F. Diesel Exhaust Fluid	<u>N/A</u> +	<u>N/A</u> +	<u>N/A</u> =	<u>\$2.399 Fixed Price</u>

In the even a vendor's hazard costs are set as a percentage of the vendor's cost per gallon of fuel, please enter the hazard cost percentage in the appropriate column and give the total as the percentage plus the freight cost and vendor markup. For instance, if the vendor's hazard cost is 1% of the vendor's cost per gallon, the vendor would enter 1% in the hazard column and the amount of the freight (\$.15 per gallon) and vendor's markup (\$.10 per gallon) in the appropriate columns. The total "Adder" cost would be entered as 1% plus \$.25

List the Dispensing locations and identify what fuel types are not available at each location: -
Seltice Cardlock- 3160 E Seltice Way, Post Falls- No Premium Unlead Gasoline

41 Express- 2503 N Hwy 41, Post Falls- No DEF, Dyed Diesel, Non-Ethanol Premium

Liberty Stop-N-Go- 6902 W Seltice Way, Post Falls- No DEF, Dyed Diesel, Premium Unleaded Gasoline

A1 Smoke Shop- 7200 W Seltice Way, Post Falls- No DEF, Dyed Diesel, Non-Ethanol Gas Premium

Hayden Qwickstop- 1615 W Hayden Ave, Hayden- No DEF, No Premium, Unlead Gasoline

Ramsey Cardlock- 3500 Ramsey Rd., CDA- No DEF, Premium Unleaded Gasoline, Non-Ethanol Premium Gasoline

Harrison Cardlock- 108 E Harrison, CDA- No DEF, Premium Unleaded Gasoline

Explain that each dispensing location has a generator back-up system in place that can be activated within one hour of a power outage and attach proof:

Coleman Oil can use our fuel trucks as portable fueling stations should a power failure prevent our sites from operating.

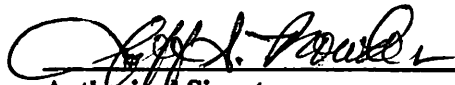
We have fuel trucks in Coeur d'Alene, Lewiston and Sandpoint that can mobilize in times of emergency. Our trucks are equipped with meters and your billing would still show fuel itemized by vehicle. The above ground tanks we have at the Coeur d'Alene Plant can supply fuel to our trucks even during a power failure.

Explain the availability of cleaning supplies and location of a refuse container at each dispensing location and attach proof:

All of the sites listed above should be in compliance with your requirements. 41 Express, A1 Smokeshop, Liberty Stop-n-Go, Hayden QwikStop are owned by other companies but we do not anticipate any issues regarding the cleaning supplies and refuse containers. All others are Coleman owned and Coleman Oil is responsible for all maintenance and supplies.

Please see attached pictures.

List each addendum received by date and subject:


Authorized Signature

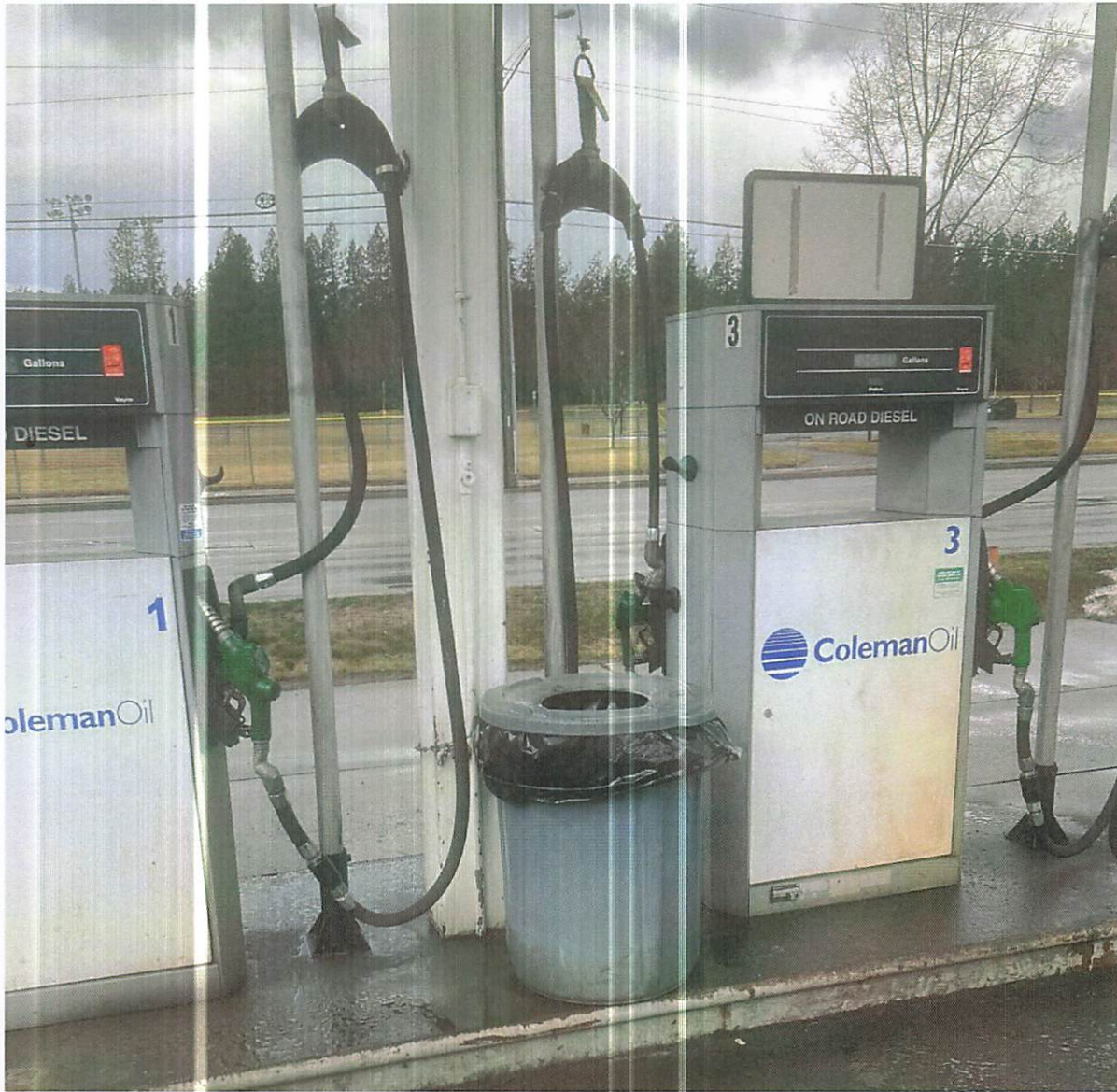
Director of Cardlock
Title

2/24/2025
Date

335 Mill Road, Lewiston, ID 83501

Address

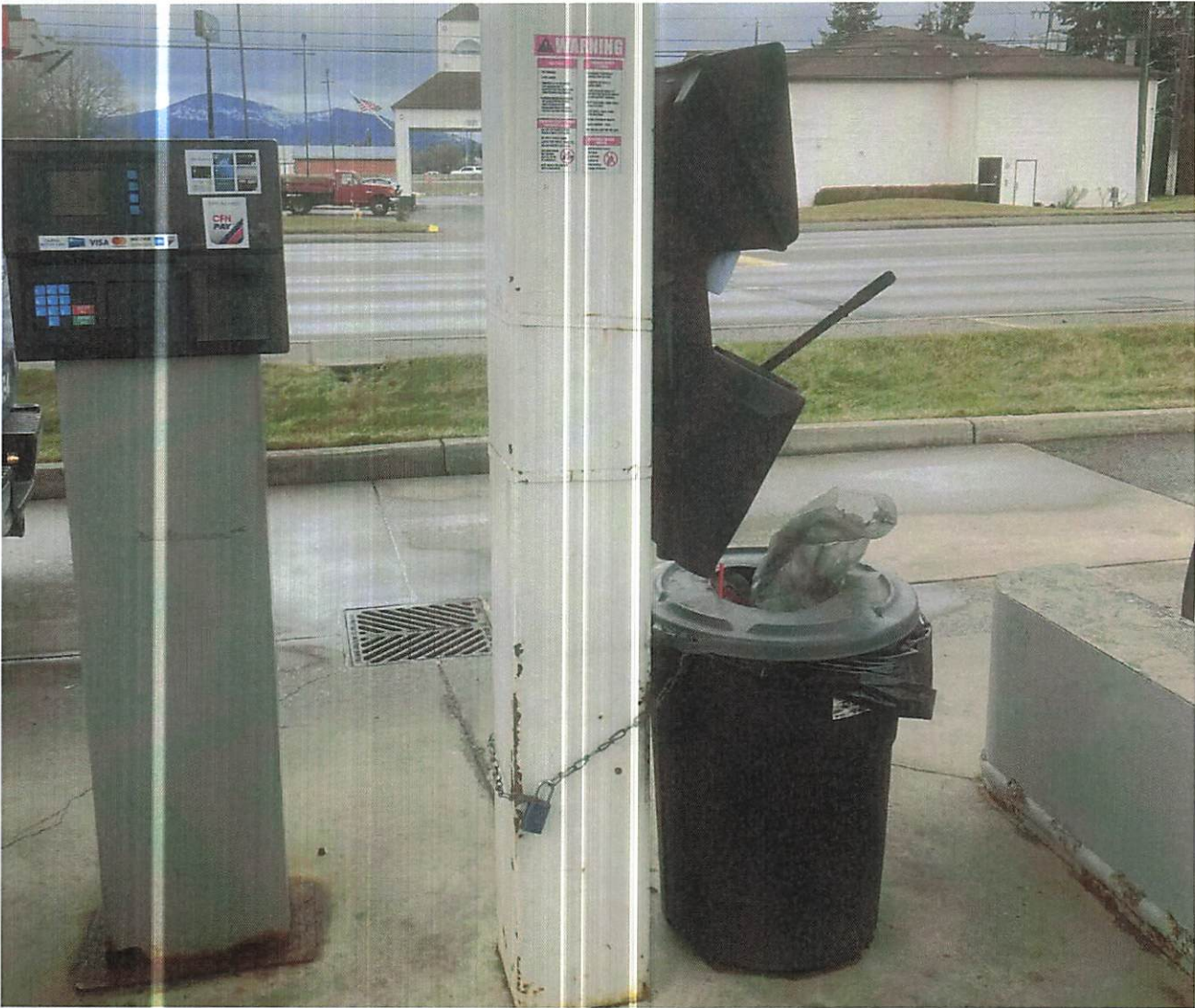
The City reserves the right to reject any, and all, bids.



Coleman Oil has extra window wash and additional towels at each cardlock location.



Seltice Cardlock



Coleman Oil has extra window wash and additional towels at each cardlock location.





Coleman Oil has extra window wash and additional towels at each cardlock location.



Product	Price Per Gallon	Hazard	Freight	Vendor M: Total Adder	Estimated Annual Ga	Total Price
Unleaded Gasoline 87 Regular	\$1.00	\$0.035238	\$0.05	\$0.075	\$1.160238	50,000 \$ 58,011.90
Premium Unleaded Gasoline	\$1.00	\$0.035238	\$0.05	\$0.075	\$1.160238	500 \$ 580.12
Non-Ethanol Gasoline Premium	\$1.00	\$0.035238	\$0.05	\$0.075	\$1.160238	3,000 \$ 3,480.71
Dyed USLD2 Diesel	\$1.00	\$0.035238	\$0.0541	\$0.075	\$1.164338	6,000 \$ 6,986.03
Clear USLD2 Diesel	\$1.00	\$0.035238	\$0.0541	\$0.075	\$1.164338	20,000 \$ 23,286.76
DEF		\$0.000000	\$0.00	\$0.00	\$2.399000	500 \$ 1,199.50
Total						\$ 93,545.02

5%	\$ 4,677.25
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CITY OF POST FALLS
2025 Fuel Service Contract

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, between the **CITY OF POST FALLS**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and under the laws of the state of Idaho hereinafter called "**CITY**," and (**Vendor Name**), a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at (vendor address) hereinafter called "**VENDOR**".

WITNESSETH:

In consideration of the conditions and covenants set forth herein, the parties agree as follows:

1. The **VENDOR** will furnish fuel and fuel management service to the **CITY** according to the bid specifications, bid proposal, and other bid documents outlined in Exhibit "A" attached hereto and by this reference incorporated herein.
2. The **VENDOR** agrees that in the event the **CITY** determines there is a fuel shortage, the **CITY** shall be the **VENDOR**'s highest priority customer receiving fuel prior to all other paying or nonpaying customers. **VENDOR** will submit periodic inventory updates to the **CITY** during declared shortages or emergencies.
3. **VENDOR** will indemnify, defend (with counsel acceptable to the **CITY**), and hold the **CITY** harmless from all claims for injury to person or property resulting from the **VENDOR**'s actions or omissions in the performance of this contract, and to that end, will maintain liability insurance naming the **CITY** as an additional insured in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. The **VENDOR** shall file a certificate of insurance in the office of the City Clerk which must provide for at least thirty (30) days written notice to the **CITY** before cancellation of the policy.
4. **VENDOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **VENDOR** fail to maintain such insurance during the entire term hereof, the **VENDOR** shall indemnify the **CITY** against any loss resulting from such failure, either by compensation or additional premium liability. The **VENDOR** shall furnish to the **CITY**, before the commencement of the work, such evidence as the **CITY** may require guaranteeing contributions that will

come due under the Employment Security Law, including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

5. **VENDOR's** cost, as referenced by the Oil Price Information Service (OPIS), or the "OPIS Rack Average" for Spokane, must be included with invoices or be accessible to the CITY each month, plus **VENDOR's** total markup to include hazard fee(s), freight costs, total gallons, and the total amount of purchases provided and due for the billing period. The CITY reserves the right to audit vendor records to verify costs and markup calculations. Discrepancies may result in payment adjustments.
6. CITY will make monthly payments based on invoices received from the **VENDOR** for services rendered and costs incurred during the previous month. **VENDOR** will send an invoice for all fuel purchased by the Police Department to Post Falls Police Department, 1717 E. Polston Avenue, Post Falls ID 83854, with an electronic copy to admin@postfallspolice.gov

For all other fuel purchased by the CITY, **VENDOR** will send a separate invoice to City of Post Falls, Attn: Accounts Payable, 408 N. Spokane Street, Post Falls, Idaho 83854, with an electronic copy to acctpay@postfalls.gov. The CITY may change the person(s) designated to receive invoices by providing the revised contact information in writing to the **VENDOR**. Each invoice must contain all the information this Agreement requires and the contract documents. The invoice will be paid within 30 days of receipt by the CITY, which is contingent upon review and authorization by the CITY. Disputed portions of invoices will not delay payment of undisputed amounts. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

The CITY, at its sole discretion, may elect to make payment by warrant (check), credit card, Automated Clearing House (ACH), or Electronic Payment (E-payment or E-payables). The pricing submitted by the **VENDOR** and accepted by the CITY includes applicable payment terms and any and all fees incurred by the **VENDOR** through their financial institutions in accepting any of the above-referenced payment methods. No additional fees or charges to the CITY shall apply unless otherwise preapproved by the CITY.

7. The CITY, for a term of five years beginning the effective date hereof, shall pay to **VENDOR** for fuel and services to be furnished by it, the sum outlined in the bid proposal attached hereto as Exhibit "A". The CITY in its sole option shall have the annual option to renew this contract for three (3) additional one (1) year periods upon the same terms as this initial contract.
8. Any notice required herein to be given to CITY must be in writing and will be deemed received by CITY when personally delivered to the office of the

City Clerk, 408 N. Spokane Street, Post Falls, Idaho 83854.

9. Any notice required herein to be given to the **VENDOR** must be in writing and will be deemed received by **VENDOR** when addressed to (Vendor's name and address) and deposited in the United States mail with proper postage affixed to it or when personally delivered to the office of the **VENDOR**.
10. In the event of default by **VENDOR**, the **CITY**, in addition to any other right or remedy it may have under law, shall have the option to terminate this Agreement. However, before such termination, the **CITY** shall notify **VENDOR** in writing of the particulars of **VENDOR's** default. **VENDOR** shall have two (2) business days from the time such written notice is delivered to **VENDOR** as set forth herein to remedy such default.
11. Time is of the essence of this contract, and any failure to comply with the terms of this contract, including any term or condition to the bid specifications, shall be deemed material and a default.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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 **VENDOR** 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 each and every such provision hereafter.

17. If 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.
18. 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.
19. The **VENDOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The **VENDOR** 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 **VENDOR** 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 **VENDOR** 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 **VENDOR** further agrees to comply with all the Nondiscrimination Requirements contained in Exhibit "B", which by this reference is incorporated herein.
20. **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 **VENDOR** employs ten (10) or more persons, then the **VENDOR** 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 **VENDOR** employs ten (10) or more persons, then the **VENDOR** 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:** **VENDOR** 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, **VENDOR** 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).

21. **THIS AGREEMENT**, with all of its forms, specifications, and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk have executed this contract, the City Clerk has affixed the seal of said city hereto, and Vendor has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

<Signature Page Follows>

CITY OF POST FALLS

VENDOR

By: _____
Ronald G. Jacobson, Mayor

By: _____

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, personally known, or identified to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to the within instrument, and acknowledged that the City of Post Falls executed the same.

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

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

State of Idaho)
 : SS
County of _____)

On this ____ day of _____, 2025 before me, a notary for the State of Idaho, personally appeared (Vendor representative), who, being by me first duly sworn, declared that s/he is the (Title) of (Vendor name) that s/he 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: _____

My Commission Expires:

Exhibit A
Contract Documents *(To Be Attached)*

- A1. Bid Notice & Instructions - 2025 Fuel Contract**
- A2. Bid Specifications - 2025 Fuel Contract**
- A3. Fuel Proposal Form – 2025 Fuel Contract**

Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in fed ally 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, regarding 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.

6. 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.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/20/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Wastewater Capacity Replacement Fee Agreement - 6180 E. Seltice Way
(Westwood Brewing Co.)

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Wastewater Capacity Replacement Fee Agreement for Spencer Howell for the property located at 6180 E. Seltice Way.

DISCUSSION:

The facility located at 6180 East Seltice Way routinely produces two (2) service units of wastewater more than allocated with the originally purchased Wastewater Capitalization Fees ("Sewer CAP fees").

Sewer CAP fees are collected with permitting for each new structure that is connected to the City's Water Reclamation (sewer) system. Sewer CAP fees are utilized to replace the capacity that a structure utilizes at the Water Reclamation Treatment Plant and within the sewer collection system (sewer mains, lift stations). City Staff will additionally review existing sewerage generation against the amount of Sewer CAP fees paid with each new building permit or change of use. If current use exceeds the allocated Sewer CAP fee amount, or the proposed change will increase sewerage generation beyond the allocated amount, City Code allows for the user to be charged additional capacity replacement fees. This adjusted fee amount may be added proportionately to the user's monthly Sewer bill, as a surcharge, for a period not to exceed one year. Surcharge payment periods exceeding one (1) year and not to exceed five (5) years may be granted with City Council approval.

Wastewater generation will be monitored over the next four to six months for any further adjustment considerations.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The Owner has agreed to pay the additional wastewater cap fees in installments, for the total amount of \$15,350.00 equally divided and paid over 36 consecutive months in the amount of \$426.39. This fee agreement is for the wastewater capacity replacement fee only.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Wastewater Capacity Fee Replacement Westwood Brewing Spencer Howell

WASTEWATER CAPACITY REPLACEMENT FEE AGREEMENT

This Agreement is made effective this ____ day of _____, 20____, by and between the CITY OF POST FALLS, Idaho, a municipal corporation of the State of Idaho, hereinafter referred to as CITY; and **Spencer Howell**, hereinafter referred to as the Owner.

WHEREAS, the Owner's property located at 6180 East Seltice Way, Post Falls, Idaho ("Facility") is located within the City and is served by the City's utility services, including wastewater treatment; and

WHEREAS, the Owner's Facility was initially allocated wastewater capacity based on an estimated One (1) service units or 5,000 gallons of usage water per month; and

WHEREAS, the Owner's Facility is in actuality using an additional two (2) service units or 10,000 gallons per month beyond the initial allocated amount; and

WHEREAS, pursuant to PFMC 13.16.040, the City may charge an additional wastewater capacity replacement fee based on the demonstrated usage of the City's utility system; and

WHEREAS, the Owner desires to make equal monthly installment payments for the adjusted fee amount over a period of three (3) years.

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

ARTICLE I: PAYMENT AND PURPOSE OF FEES

1.1 **Payment and Purpose:** Owner shall make payment of the wastewater capacity replacement fee for two (2) service unit(s) in the amount of \$15,350.00 in thirty-six (36) equal monthly installments. A charge in the amount of \$426.39 will be assigned to each monthly utility billing at the Owner's Facility. This Agreement is for payment of the additional wastewater capacity replacement fee only and does not include any additional required fees from the City, or the monthly user charges based on usage.

1.2 **Non-Payment:** In the event that the monthly charge for the wastewater capacity replacement fee is not paid, the City reserves the right to terminate City services to the Owner's Facility until such time as the full amount due and owing is received. An additional reconnection fee may be implemented in the event such services are necessary.

1.3 Reevaluation: Owner acknowledges and agrees that the wastewater capacity replacement fees are required for the improvements at Owner's Facility and an adjustment of such fees may be requested by the Owner or at the City's initiation after one (1) year of additional monitoring after the date of this Agreement. Reimbursement may be granted, at the discretion of the City, if the Facility's usage is below the current 15,000 gallon limits. Additional wastewater capacity replacement fees may be assessed if the Facility's usage is above the 25,000 gallon limits and shall be paid to the City by the Owner within thirty (30) days of receipt of the new assessment, unless a request is made by the Owner and granted by the City, to allow the payment of the additional capacity replacement fee in installments through amendments to this Agreement.

ARTICLE II. MISCELLANEOUS

- 2.1. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 2.2. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 2.3. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 2.4. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 2.5. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 2.6. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 2.7. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

OWNER:



Spencer Howell
Owner

DATE: 5/7/2025

CITY:

Ronald G. Jacobson, Mayor

DATE: _____

ATTEST:

Shannon Howard, City Clerk

Date

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/20/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: The Arc Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement (CIA) for the Arc subdivision.

DISCUSSION:

This Agreement reflects the construction phase of The Arc Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 42-lot subdivision located at the far south end of N. Corbin Rd. The application has been submitted by WYLD, LLC. The construction drawings were approved as meeting the requirements of the Master Development Agreement and the applicable standards of the City of Post Falls and East Greenacres Irrigation District (water purveyor).

Draft CIA attached. Original to Clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

May 20, 2025 - Master Development Agreement (SUBD-24-10)

APPROVED OR DIRECTION GIVEN:

Approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

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

BUDGET CODE:

N/A

ATTACHMENTS:

1. DRAFT CIA 5.9.25
2. The Arc Subdivision 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 **WYLD, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **The Arc**, 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, **Noah Stam**, 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

Noah Stam - Member
WYLD, LLC
821 E. Young Ave.
Coeur D'Alene, ID 83814
(208) 446-4506

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

The Arc

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

ATTACHMENT "A"

The Arc Legal Description

A portion of Tracts 36, 45 and 52, PLAT NO. 9 EAST GREENACRES, as recorded in Book "B" of Plats, at Page 86, records of Kootenai County, Idaho, located in the Northeast Quarter of Section 5, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the intersection of the northerly right-of-way line of Interstate 90 and the east right-of-way line of Corbin Road, from which the southwest corner of Lot 9, Block 3, DAWN'S PLACE, as recorded in Book "I" of Plats, at Page 85, Instrument #1554331, records of Kootenai County Idaho, bears North 81°21'59" East, a distance of 650.47 feet, as shown on Record of Survey recorded in Book 32 of Surveys, at Page 5, Instrument #287626400, records of Kootenai County, Idaho;

Thence North 00°56'03" East along said east right-of-way line of Corbin Road, a distance of 201.61 feet to the southwest corner of the property described in Warranty Deed, Instrument #1589941, records of Kootenai County, Idaho;

Thence South 88°10'33" East leaving said east right-of-way line of Corbin Road along the south line of said property described in Warranty Deed, Instrument #1589941, a distance of 208.71 feet to the southeast corner of that property;

Thence North 00°56'03" East along the east line of said property described in Warranty Deed, Instrument #1589941, a distance of 208.71 feet to the south line of said Tract 36;

Thence North 00°56'03" East parallel to and 208.68 feet east of the west line of said Tract 36, a distance of 198.02 feet to the north line of the South 198 feet of Tract 36;

Thence South 88°10'33" East along said north line of the South 198 feet of Tract 36, a distance of 432.83 feet to the west line of DAWN'S PLACE;

Thence South 00°56'21" West along said west line of DAWN'S PLACE, a distance of 490.26 feet to the north right-of-way line of Interstate 90;

Thence South 81°21'59" West along said north right-of-way line of Interstate 90, a distance of 650.47 feet to the east right-of-way line of Corbin Road and the **Point of Beginning**;

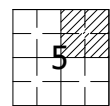
Containing 267,465 square feet or 6.140 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcels.

END OF DESCRIPTION

Prepared by this office:
h2 Surveying, LLC



32

QUARTER CORNER
FOUND 5/8" REBAR IN
MONUMENT CASE PER
CP&F #1659614

THE ARC
A PORTION OF TRACTS 36, 45, AND 52, SPOKANE VALLEY LAND AND WATER CO. PLAT NO. 9 EAST GREENACRES,
LOCATED IN THE NORTHEAST QUARTER OF SECTION 5,
TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____

LEGEND

INSTRUMENT # _____

- △ = CALCULATED POINT (NOTHING FOUND OR SET)
- ◇ = FOUND ITD BRASS CAP
- = FOUND 2" ALUMINUM CAP IN MONUMENT CASE
- = FOUND 2" ALUMINUM CAP MARKED "PLS 4182"
- = FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "PLS 4182"
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "DURTSCHI 507"
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "H2 PLS 12110"
- = FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "TATE 4565"
- = SET 2" ALUMINUM CAP MARKED "H2 PLS 12110"
- = SET 5/8"x30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 12110"

B. # = BLOCK NUMBER

- = BOUNDARY LINE
- = ADJACENT PROPERTY LINE
- - - = EASEMENT LINE
- - - = EASEMENT LINE
- - - = RIGHT-OF-WAY LINE
- - - = QUARTER SECTION LINE

RECORD INFORMATION

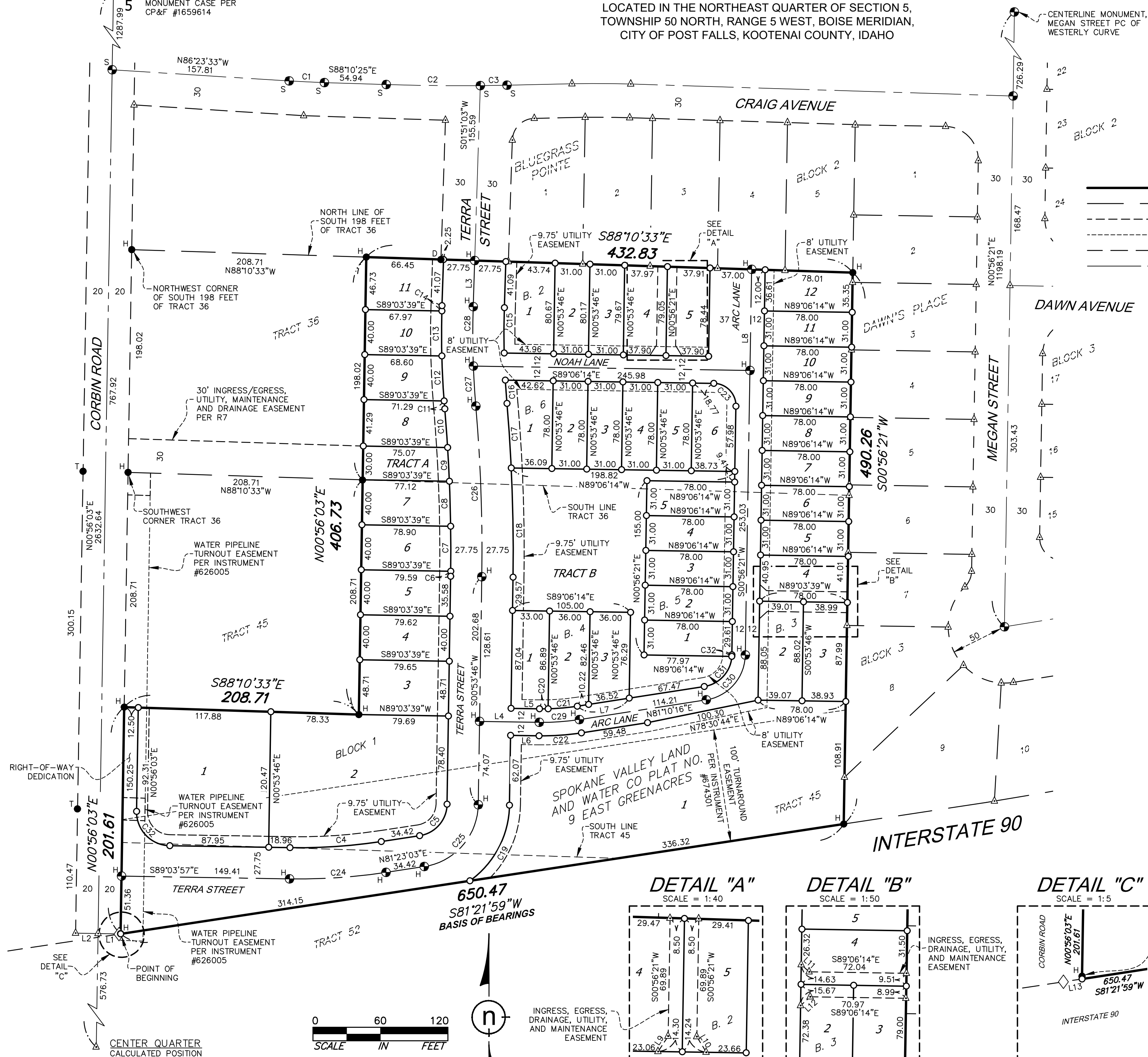
- R1 - G.L.O. PLAT OF TOWNSHIP 50 NORTH, RANGE 5 WEST BOISE MERIDIAN, DATED JULY 23, 1881.
- R2 - SPOKANE VALLEY LAND AND WATER CO PLAT NO. 9 EAST GREENACRES, BOOK B, PAGE 86, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R3 - DAWN'S PLACE, BOOK I, PAGE 85, INSTRUMENT #1554331, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R4 - DAWN'S PLACE FIRST ADDITION, BOOK I, PAGE 116, INSTRUMENT #1571453, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R5 - BLUEGRASS POINTE, BOOK L, PAGE 200, INSTRUMENT #2620150000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R6 - RECORD OF SURVEY, BOOK 20, PAGE 90, INSTRUMENT #1607104, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R7 - RECORD OF SURVEY, BOOK 32, PAGE 5, INSTRUMENT #2876264000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- D1 - WARRANTY DEED, INSTRUMENT #2767236000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- D2 - REAL PROPERTY DEED TO TRUST, INSTRUMENT #1589941, RECORDS OF KOOTENAI COUNTY, IDAHO.
- D3 - WARRANTY DEED, INSTRUMENT #1256550, RECORDS OF KOOTENAI COUNTY, IDAHO.

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS PROJECT WAS TO SUBDIVIDE THE PROPERTY SHOWN HEREON INTO LOTS AND BLOCKS.
2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN US SURVEY FEET.
3. THE FIELD WORK FOR THIS PROJECT WAS STARTED ON AUGUST 5, 2021.
4. SEE RECORD INFORMATION FOR DOCUMENTS USED ON THIS PROJECT TO ASSIST IN BOUNDARY DETERMINATION. THE RECORD INFORMATION SHOWN HEREON WAS VERIFIED AND THERE WERE NO SIGNIFICANT DISCREPANCIES FROM OUR FIELD OBSERVATIONS.
5. THE SOUTHWEST CORNER OF THE PROPERTY SHOWN HEREON DIFFERS FROM THE SOUTHWEST CORNER SHOWN ON R7. THE ITD MONUMENT WEST OF THE SOUTHWEST CORNER WAS FOUND AFTER THE FIELD WORK WAS COMPLETED FOR R7. THIS MONUMENT IS BEING HELD FOR THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 90.

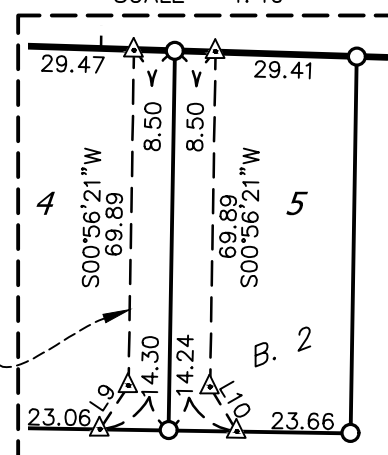
BASIS OF BEARINGS

THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 90, BEARS SOUTH 81°21'59" WEST, BETWEEN FOUND MONUMENTS, AS SHOWN HEREON.



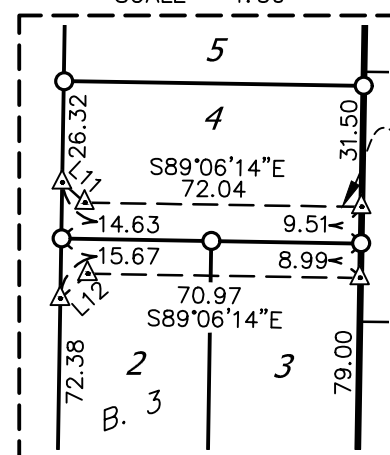
DETAIL "A"

SCALE = 1:40



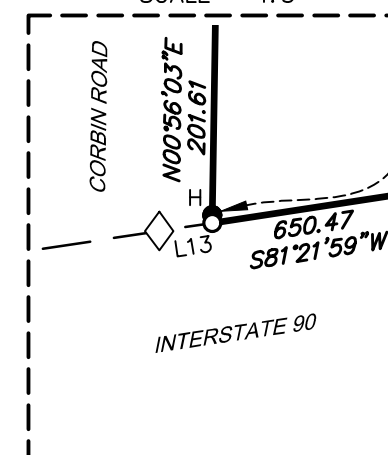
DETAIL "B"

SCALE = 1:50



DETAIL "C"

SCALE = 1:5



FOUND 5/8" REBAR
N00°56'03"E, 0.21' FROM
CALCULATED POSITION



7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-6600 • FAX: (208) 772-6619
WWW.H2SURVEY.COM

DATE: FEBRUARY, 2025
PROJECT NUMBER: 2024-313

SHEET 2 OF 3

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

WYLD, LLC

FOR

The Arc

<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

The Arc

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: **\$ 730,518.19**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 147,224.80**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 21,600.00**
5. Total cost of improvements: **\$ 899,342.99**
6. Warranty amount: **\$ 67,450.72**

ATTACHMENT "C"

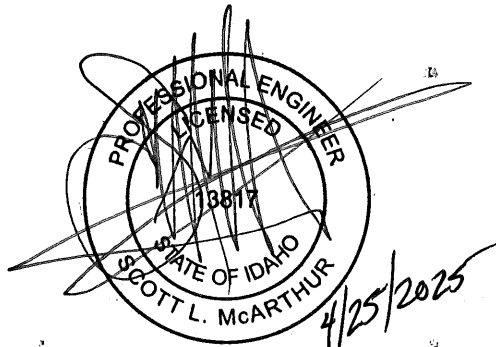
ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

The Arc

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Engineers Estimate of Probable Costs									
THE ARC									
City of Post Falls, Idaho									
April 25, 2025									
1	Mobilization	1	LS	\$	42,825.86	/	LS	\$	42,825.86
2	48" Diameter Sanitary Sewer Manhole	7	EA	\$	5,088.00	/	EA	\$	35,616.00
3	8" SDR35 PVC Sanitary Sewer Main	1,402	LF	\$	58.32	/	LF	\$	81,764.64
4	6" SDR35 PVC Sanitary Sewer Main	152	LF	\$	47.70	/	LF	\$	7,250.40
5	4" Sanitary Sewer Service	40	EA	\$	1,025.00	/	EA	\$	41,000.00
6	Sanitary Sewer Cleanout	2	EA	\$	2,125.00	/	EA	\$	4,250.00
7	Sanitary Sewer Sleeve	17	EA	\$	475.00	/	EA	\$	8,075.00
8	8" C900 PVC Water Main and Appurtenances (EGID)	1,612	LF	\$	46.65	/	LF	\$	75,199.80
9	1" Domestic Water Service (EGID)	39	EA	\$	1,275.00	/	EA	\$	49,725.00
10	2" Irrigation Water Service (EGID)	1	EA	\$	2,300.00	/	EA	\$	2,300.00
11	Fire Hydrant and Appurtenances	2	EA	\$	10,000.00	/	EA	\$	20,000.00
12	Stormwater Swale/Seeding	6,260	SF	\$	2.23	/	SF	\$	13,959.80
13	8" Diameter ADS N-12 Stormwater Culvert	42	LF	\$	67.00	/	LF	\$	2,814.00
14	TYP A Stormwater Drywell	11	EA	\$	2,275.00	/	EA	\$	25,025.00
15	TYP B Stormwater Drywell	2	EA	\$	2,875.00	/	EA	\$	5,750.00
16	2" HMA/4" Crushed Base / Subgrade	5,126	SY	\$	56.28	/	SY	\$	288,519.11
17	Precast Sidewalk Underdrain	3	EA	\$	2,440.00	/	EA	\$	7,320.00
18	Concrete Sidewalk (4")	7,587	SF	\$	5.85	/	SF	\$	44,384.89
19	Standard Curb and Gutter	1,670	LF	\$	31.25	/	LF	\$	52,187.50
20	TYP A Pedestrian Ramp	6	EA	\$	1,875.00	/	EA	\$	11,250.00
21	Drainage Curb Inlet and Apron to Swale	6	EA	\$	106.00	/	EA	\$	636.00
22	Type B (Wide) Driveway Approach (15' width w/ 6" sidewalk)	1	EA	\$	2,660.00	/	EA	\$	2,660.00
23	Type B (Wide) Driveway Approach (16' width w/ 6" sidewalk)	10	EA	\$	2,860.00	/	EA	\$	28,600.00
24	Type B (Wide) Driveway Approach (22' width w/ 6" sidewalk)	2	EA	\$	3,250.00	/	EA	\$	6,500.00
25	Town and Country Street Light	8	EA	\$	2,125.00	/	EA	\$	17,000.00
26	Class III Terminus Barricade	2	EA	\$	685.00	/	EA	\$	1,370.00
27	Street Trees	36	EA	\$	600.00	/	EA	\$	21,600.00
28	Street Signs (Stop and Street Name)	2	EA	\$	880.00	/	EA	\$	1,760.00
Engineers Estimate of Probable Costs:									\$ 899,342.99
Notes:									
1. This Estimate was prepared based on the initial plan submittal to the City of Post Falls and East Greenacres Irrigation District									
2. Unit pricing based on current project estimates from Contractors working on projects in Kootenai County.									
3. Earthwork completed through mass grading permit process.									



ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

The Arc

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

WYLD, LLC

FOR

The Arc

CONSTRUCTION DRAWINGS

Plans Titled: **The Arc Infrastructure Plan**

Dated: **5/9/25**

By: **Scott McArthur, P.E.**

Sheets **1** through **15**

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

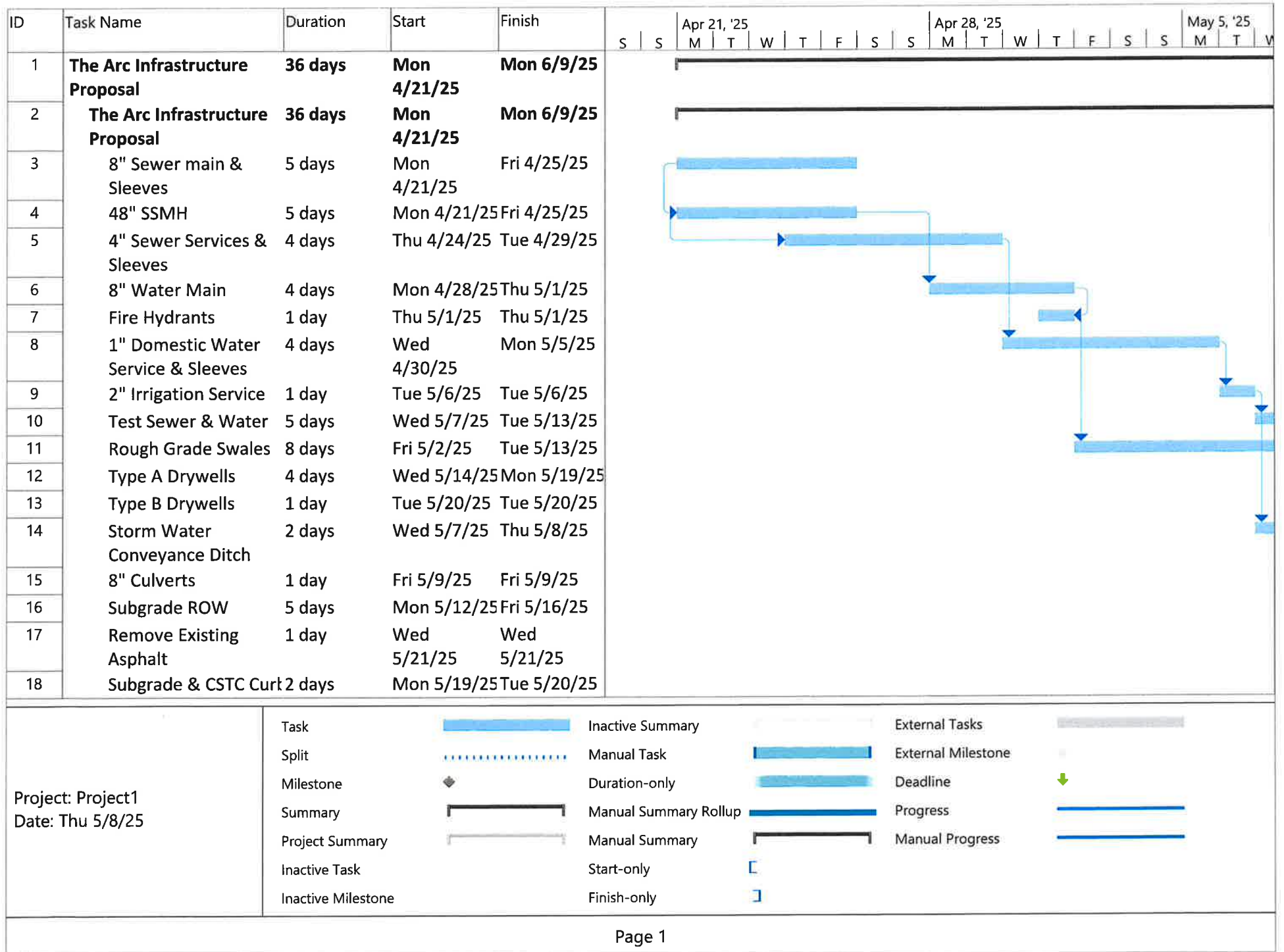
WYLD, LLC

FOR

The Arc

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

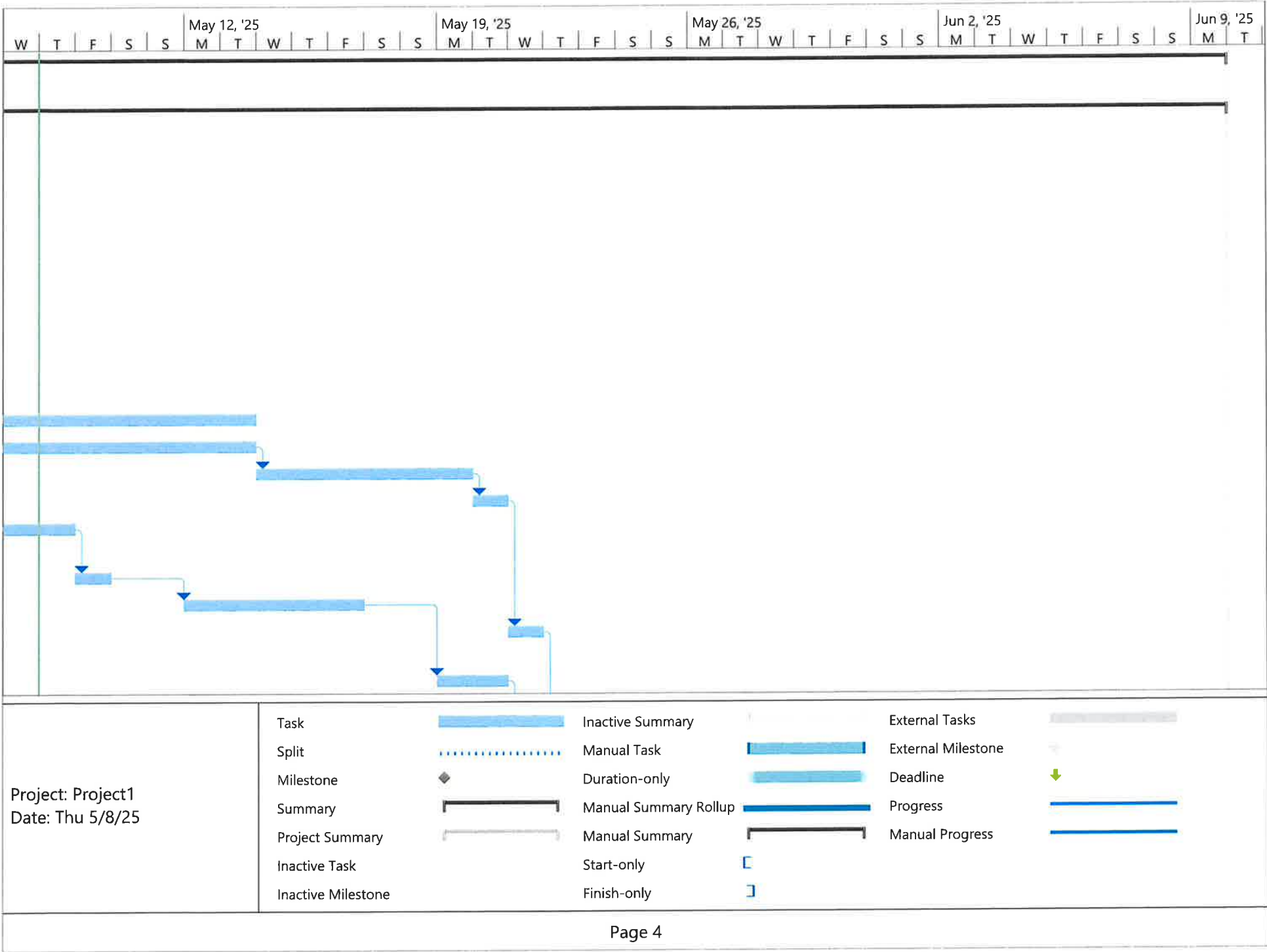


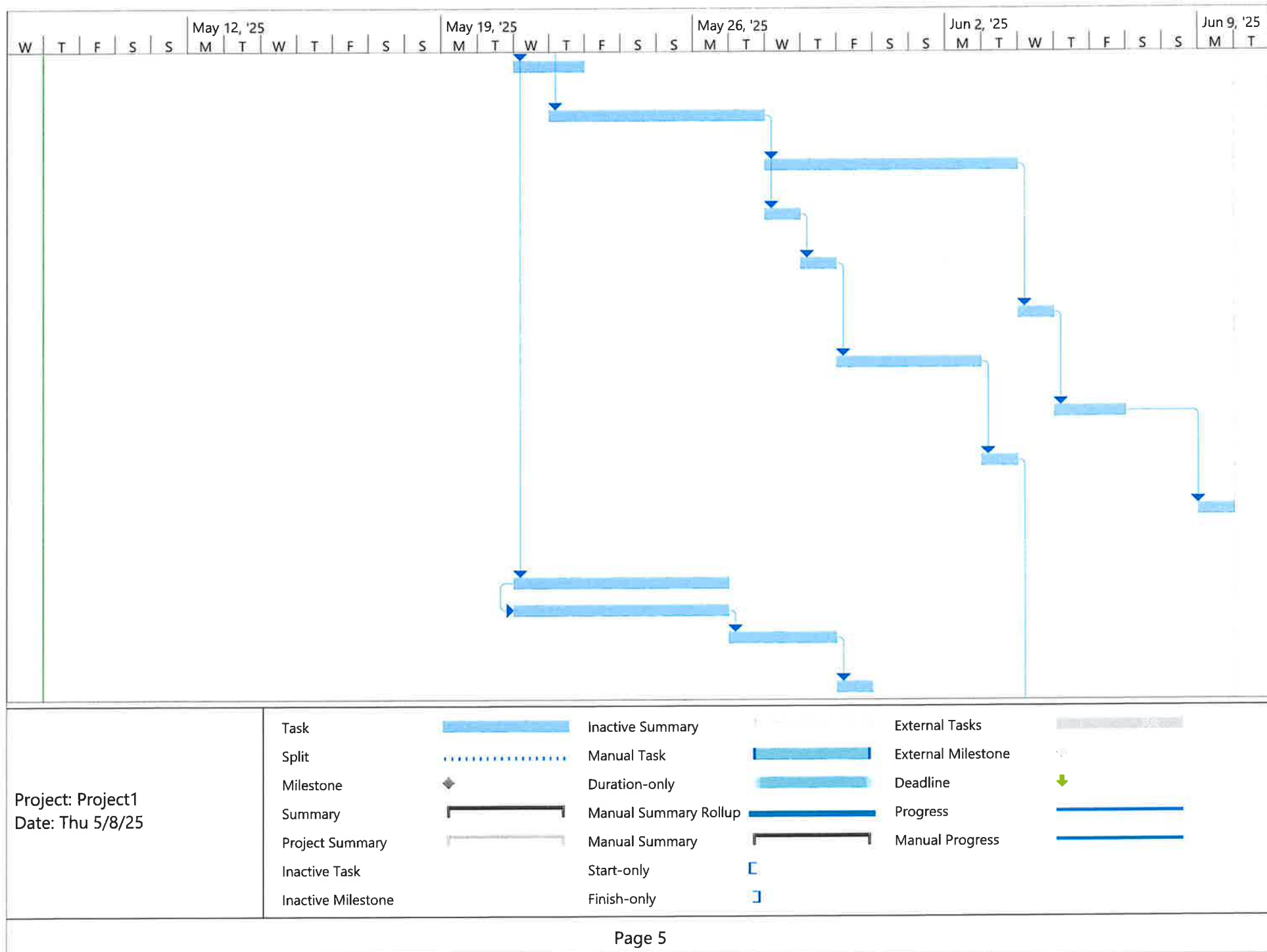
ID	Task Name	Duration	Start	Finish	Apr 21, '25							Apr 28, '25							May 5, '25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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ID	Task Name	Duration	Start	Finish	Apr 21, '25														Apr 28, '25							May 5, '25		
					S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W					
33	Topsoil Parking Strip	3 days	Wed 6/4/25	Fri 6/6/25																								

Project: Project1
Date: Thu 5/8/25

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





					May 12, '25					May 19, '25					May 26, '25					Jun 2, '25					Jun 9, '25				
W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T		



Project: Project1 Date: Thu 5/8/25	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

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

WYLD, LLC

FOR

The Arc

ENGINEERING SERVICES FEE SUMMARY

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

42 Lots X \$350.00 = **\$ 14,700.00**

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

WYLD, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **Town & Country**

 5 lights X 12 months X \$ 13.18 per month = \$ 790.80

Street light type: _____

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

TOTAL = \$ 790.80

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

WYLD, LLC

FOR

The Arc

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

Sanitary sewer cap fee of **\$ 7,735.00** to connect **existing structures** to City sanitary sewer.

<u>1</u> (# of SF homes) x \$7,675.00	=	<u>\$ 7,675.00</u>
____ (# of Commercial service units) x \$7,675.00	=	\$ _____
<u>1</u> (# of structures connecting) x (Utility Deposit = \$60.00) =		<u>\$ 60.00</u>

SEWER CAP FEES

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

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

WYLD, LLC

FOR

The Arc

 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

WYLD, LLC

FOR

The Arc

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Scott McArthur, P.E.

ENGINEERING FIRM: McArthur Engineering

ADDRESS: P.O. Box 2488

CITY: Post Falls STATE: ID ZIP: 83877

PHONE NO.: (208) 446-3307

E-MAIL ADDRESS: scott@mcArthur-eng.com

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

WYLD, LLC

FOR

The Arc

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

WYLD, LLC

FOR

The Arc

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

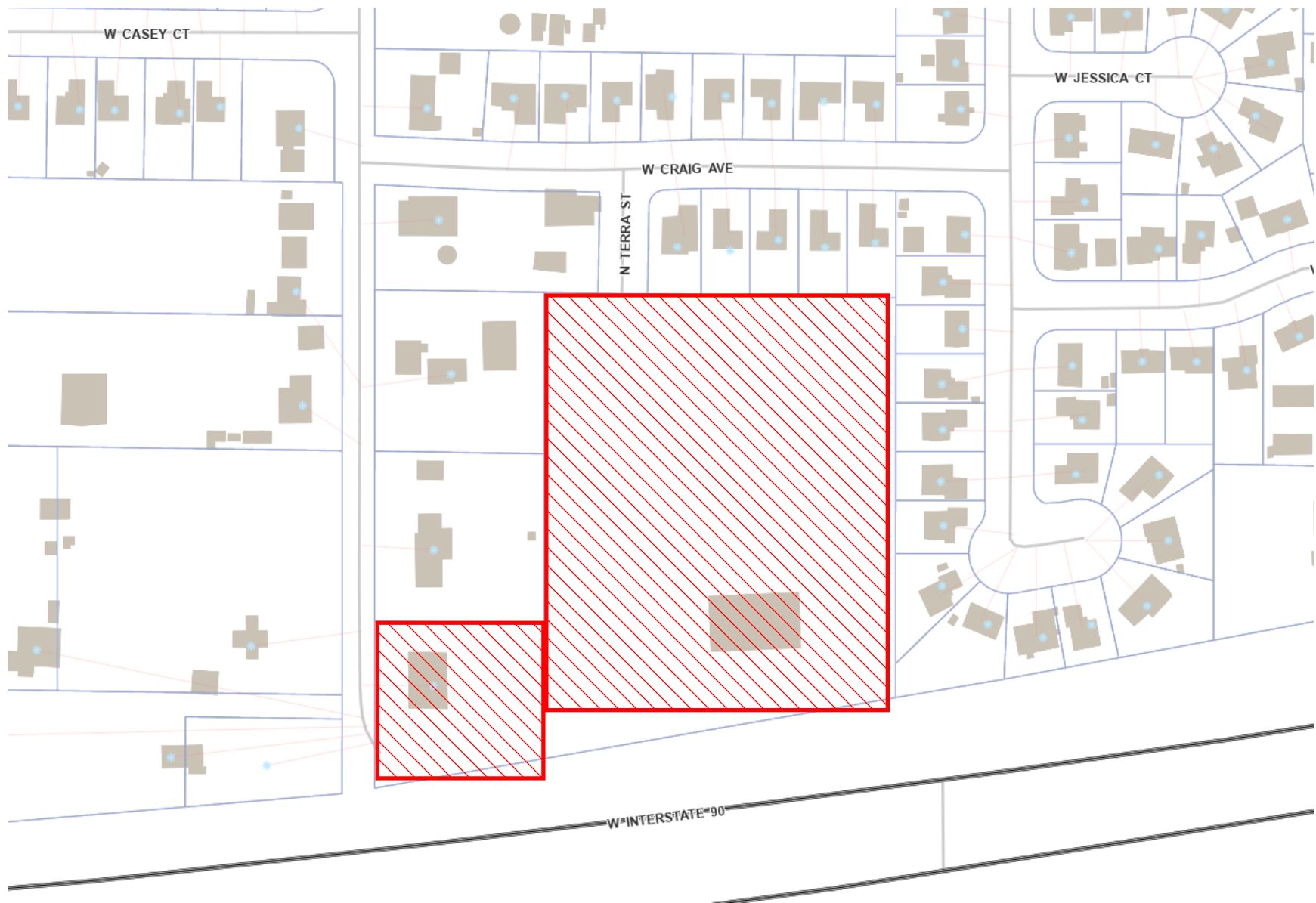
WYLD, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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



THE ARC SUBDIVISION PROJECT LOCATION MAP

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/20/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Mike Kirby, IT Director
SUBJECT: Computer equipment disposal

ITEM AND RECOMMENDED ACTION:

Designate the attached list of computer equipment as surplus and authorize disposal of the items

DISCUSSION:

The equipment listed in the attached PDF is either non-functional, cannot be upgraded, or completely obsolete. The City Hall equipment listed consists mostly of old workstations that can not be upgraded to Windows 11 and tablets. Since Microsoft has ended support for Windows 10, it's important for us to get all of our machines up to Windows 11. That necessitates disposing of the old ones. The tablets are either non-functional or obsolete. The PD equipment is mostly from the old 911 system which was replaced over a year and a half ago. It is not used with the current system and has no other uses for our network. We plan on sending this equipment to auction to recoup whatever we can. The rest of the equipment will be dismantled for useful spare parts, wiped clean of City information and disposed of.

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. 05-2025 Surplus list 1

City Hall equipment

Title	Asset Tag	Surplus Reason	S/N	Purpose
208-446-6408 - Samsung Verizon Galaxy Ta	N/A	Obsolete	R52M80LP8RX	Parks tablet
4512 - Dell P190S	4512	Non functional	CN-ORNMH6-74445-05J-HH	monitor
4513 - Dell P190S	4513	Non functional	CN-ORNMH6-74445-05J-FV	monitor
4579 - Dell Optiplex 790	4579	Obsolete	GJT0HS1	workstation
4600 - Dell Optiplex 990	4600	Obsolete	2NFRVV1	workstation
4638 - Apple iPad	4638	Nonfunctional	MDPJ4C71DJ8T	WRF tablet
4652 - Zebra Data Card Z31-00000000US00	4652	Stopped working	Z3J124600445	HR card printer
4741 - Dell Optiplex 9020 SFF	4741	Obsolete (Can't run Windows 11	1P8YV12	workstation
4742 - Dell Optiplex 9020 SFF	4742	Obsolete (Can't run Windows 11	1P7XV12	workstation
4755 - Asus Transformer Book T100TA-B1-G	4755	Nonfunctional	E8N0BCIRR0U7356	maintenance tablet
4798 - Apple iPad Air MD785LL/B	4798	Broken Screen	DMPPCTVTFK10	WRF tablet
4801 - Microsoft Surface Pro 3 RF2-00001	4801	Nonfunctional	63405350353	Laptop
4866 - Tech 21 Impact Mest iPad Air Cover	4866	Obsolete	N/A	tablet cover
4893 - Microsoft Surface Pro 4 9PY-00001	4893	Broken Screen / Obsolete	53065254253	Laptop
4895 - Dell Optiplex 3020M	4895	Obsolete (Can't run Windows 11	7P29282	workstation
4981 - Apple A1823	4981	Nonfunctional	GCH90V8HLJJ	tablet
4990 - Lenovo ThinkCentre M910s	4990	Obsolete (Can't run Windows 11	MJ069LM2	workstation
5151 - Dell 1703FPs	5151	Obsolete	MX02Y31147605493AZ5E	workstation
5409 - Dell Precision WorkStation T1500	5409	Obsolete (Won't run Windows 11	JWHNVH1	workstation
5502 - Lenovo ThinkCentre M710q	5502	Obsolete (Can't run Windows 11	MJ06J1HE	workstation
5504 - Lenovo ThinkPad X270	5504	Dead Battery / Obsolete	PC0TEMGL	workstation
5540 - Lenovo ThinkCentre M910x	5540	Obsolete	MJ07KRA0	workstation
5566 - Samsung Chromebook XE525QBB	5566	Non-functional	0XQY91IM100966	wrf laptop
5798 - Dell Optiplex 3090	5798	Obsolete (can't run Windows 11	8SPB5K3	workstation
5976 - Apple A1567	5976	Non-functional	DMPPV0MXG5YP	tablet
6387 - samsung Galaxy Tab A7	6387	Obsolete	R83W80YC9PR	tablet

PD Equipment

Title	Asset Tag	Surplus Reason	S/N	Purpose
Panasonic Toughbook	N/A	Obsolete	2JTSA32818	Laptop
SG200-18 (SWITCH)	N/A	Obsolete	PSJ16290AJN	switch
ENTERPRISE	N/A	Obsolete	2M273901WK	broadcast device
TL159A	N/A	Obsolete	17206010891	R2 – RS232 Data Sharing Device
TL601A-R2	N/A	Obsolete	TL601A-R2	R2 – RS232 Data Sharing Device
TL601A-R2	N/A	Obsolete	TL601A-R2	R2 – RS232 Data Sharing Device
Z BOOK 15 G3	N/A	Obsolete	CND7443NRK	laptop
ACTIVE VIEW	N/A	Obsolete	8CG7291GWK	mini pc
ACTIVE VIEW	N/A	Obsolete	8CG7291GXO	mini pc
ACTIVE VIEW	N/A	Obsolete	8CG7291GWC	mini pc
GY2	N/A	Obsolete	8CGF7291H0N	mini pc
600 G3 MINI	N/A	Obsolete	8CG82478ZN	dispatch workstation
600 G3 MINI	N/A	Obsolete	8CG7291GW7	dispatch workstation
600 G3 MINI	N/A	Obsolete	8CG7291GY2	dispatch workstation
600 G3 MINI	N/A	Obsolete	8CG7291GXL	dispatch workstation
600 G3 MINI	N/A	Obsolete	8CG7291GW5	dispatch workstation
705 G3 MINI	N/A	Obsolete	MXL7341XJJ	dispatch workstation
RMSL-348	N/A	Obsolete	N/A	AC to DC power supply
VY150	N/A	Obsolete	36000669	Power
MEDIANT 1000	N/A	Obsolete	D10586931	IP-PBXs to SIP trunking connector
MEDIANT 1000	N/A	Obsolete	DT1954907	IP-PBXs to SIP trunking connector
TL159A	N/A	Obsolete	171930009779	broadcast device
TL158A-R4	N/A	Obsolete	810070095	R4 – TX,RX, Signal Ground Data Broadcast Device
ISR4321	N/A	Obsolete	FLM231810UM	router
ISR4321	N/A	Obsolete	FLM2201V1RA	router
CATALYST 2960 PLUS SERIES	N/A	Obsolete	FOC2127Y1VP	switch
SAM	N/A	Obsolete	02636A	Sound Arbitration Module, Radio Traffic Routing to Headset
FG-100D	N/A	Obsolete	FG100D5D18800968	100D – Fortinet Firewall
FG-50E	N/A	Obsolete	FGT50E3U17020376	50E – Fortinet Network Security Appliance
SPB-8UB	N/A	Obsolete	1071919	8UB – 8 Port KVM
850808-00902 SOUND ARBITRATION MODU	N/A	Obsolete	02634 A	SOUND ARBITRATION MODULE
850808-00902 SOUND ARBITRATION MODU	N/A	Obsolete	02640 A	SOUND ARBITRATION MODULE
850808-00902 SOUND ARBITRATION MODU	N/A	Obsolete	02637 A	SOUND ARBITRATION MODULE
850808-00902 SOUND ARBITRATION MODU	N/A	Obsolete	02638 A	SOUND ARBITRATION MODULE
850808-00902 SOUND ARBITRATION MODU	N/A	Obsolete	02639 A	SOUND ARBITRATION MODULE
850808-00902 SOUND ARBITRATION MODU	N/A	Obsolete	02635 A	SOUND ARBITRATION MODULE
SAM	N/A	Obsolete	15439B	Sound Arbitration Module, Radio Traffic Routing to Headset
TL601A-R2	N/A	Obsolete	17325015498	R2 – RS232 Data Sharing Device
SCB-6970	N/A	Obsolete	C113400528	Firewall Appliance

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/20/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Crown Reserve Master Development Agreement (SUBD-24-5)

ITEM AND RECOMMENDED ACTION:

Approve the Crown Reserve Master Development Agreement (File No. SUBD-24-5) associated with the Crown Reserve development. A presentation is not planned on this item.

DISCUSSION:

On December 10, 2024, the Planning and Zoning Commission held a public hearing on the Crown Reserve Subdivision and issued a reasoned decision approving the subdivision on February 11th, 2025. City Code requires a subdivision developer to enter into a 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:

On December 10, 2025, the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on February 11, 2025, approving the subdivision.

APPROVED OR DIRECTION GIVEN:

On December 10, 2025, the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on February 11, 2025, approving the subdivision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. 20250509113850962

**MASTER DEVELOPMENT AGREEMENT
FOR
CROWN RESERVE
(File No. SUBD-24-5)**

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 **Medalist Development, Inc.** 4752 W. Riverbend Avenue, Post Falls, ID 83854 hereinafter the "Developer" enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **37.67** acres of a larger 83.88 parcel of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a **Residential Subdivision**, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Crown Reserve** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Crown Reserve, Exhibit A-2, File # SUBD-24-5, 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 **Crown Reserve** 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 Crown Reserve**), (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. 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
Medalist Development Inc.
Tag Jacklin
4752 W. Riverbend Avenue
Post Falls, ID 83854

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-five (25)** 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 (Crown Reserve Narrative, Exhibit A-2, File # SUBD-24-5, Post Falls Community Development Department)

Exhibit 2: Reasoned Decision, Crown Reserve

Exhibit 3: Legal Description and Preliminary Subdivision Plan

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



Tag Jacklin
Medalist Development, Inc.

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

Commission Expires: _____

OWNER/DEVELOPER

May 9th, 2025

MEGAN EZELL
COMMISSION # 20233646
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 09/05/2029

Commission Expires: 09/05/2029

Page 155 of 384



Crown Reserve Subdivision

The site of the proposed zone map amendment is located in the Northwest Quarter of Section 22, T51N, R5W on the south side of Hayden Avenue. The property consists of a portion of a larger parcel and is currently being farmed. The property is zoned Residential Mixed and the applicant is seeking to subdivide a portion of the property into 148 residential lots of varying sizes as well as several open space tracts and a park. See below for a Vicinity Map.

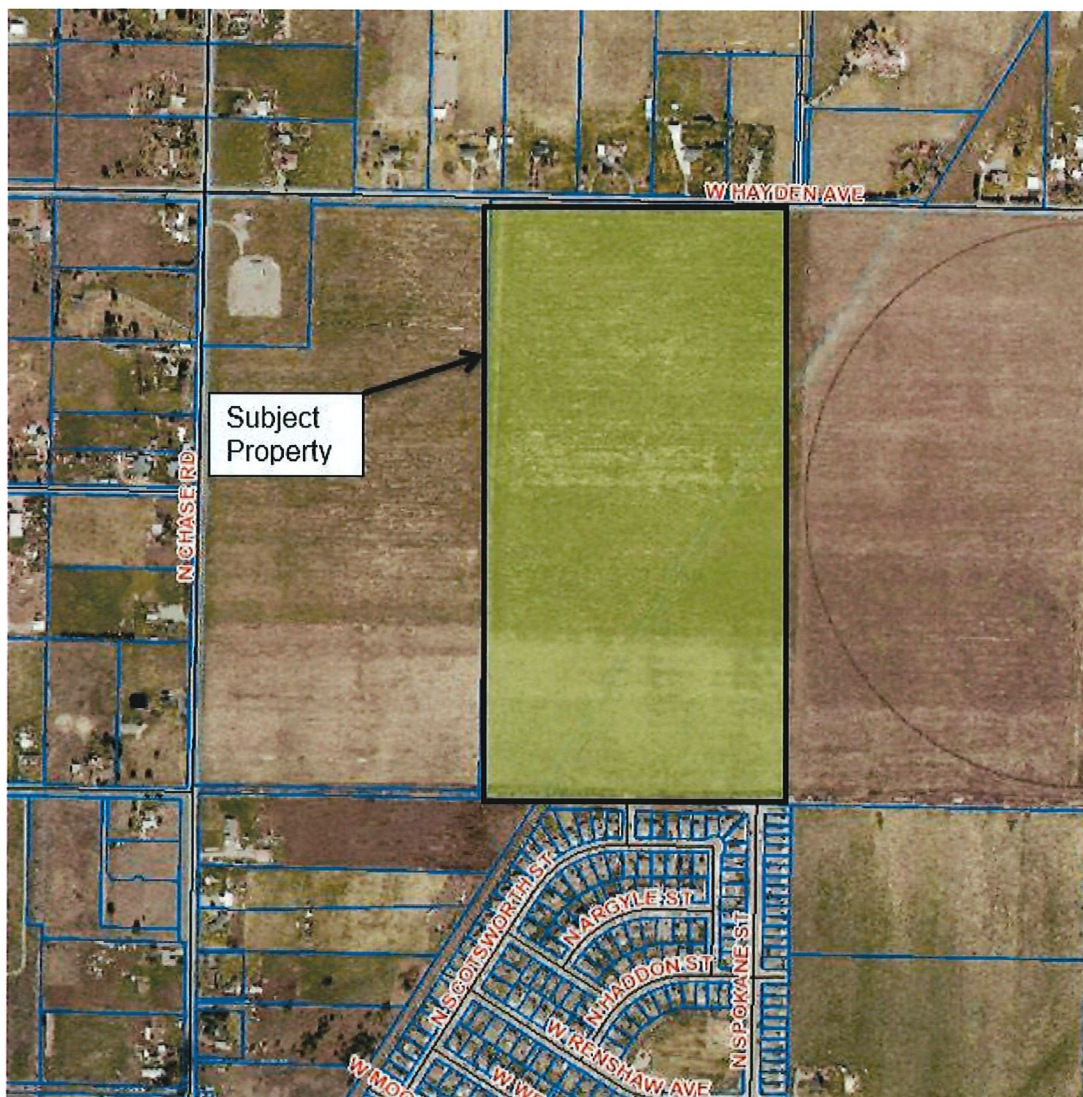


Figure 1: Vicinity Map

The subject property consists of a 35.55 acre portion of an 80+ acre parcel located north of Bodine Avenue along the northerly extension of Spokane Street. The Crown Pointe subdivision is located directly to the South; the Post Falls School District property is located immediately to the West, and the City Water Reclamation Land Application property adjoins the property to the East.

Zoning:

The property is zoned residential mixed, which allows for a variety of residential uses in conjunction with neighborhood commercial development and recreational open space.

Utilities and Access:

Primary access to this property will be from Bodine Avenue via Spokane Street or Chase Road. The internal streets are considered local access streets with the exception of Spokane Street, which is designated as a major collector. Although it is not officially designated as such, Bodine will be constructed to Minor Collector standards so as to maintain adequate capacity and function. Bodine will be constructed (two lanes minimum) from Chase Road to the project site across the frontage of the School District property within an existing right of way. The local access streets will provided access to all lots, and alley access will be provided for the lots fronting Bodine as well as the smaller cottage/townhome lots located east of Spokane Street. Spokane Street will be constructed to Major Collector standards, and traffic calming narrowing will be constructed at pedestrian crossing points to both slow traffic as well as to shorten the distance for pedestrians to cross the street. As shown on the preliminary plat drawings, provisions have been made to extend the streets to the north to Hayden Avenue through future phases. Provisions have also been made to connect west to Harmon should the School District Property develop.

Both water and sewer mains are located in Bodine. Sewer is provided by the City of Post Falls and will be extended into the project via the internal street system. Water is served by East Greenacres Irrigation District and will provide domestic and irrigation water to the property. Water and sewer extensions will be stubbed to the north and west for future development. Dry utilities are also located on the property and available to serve any future development on site. All utilities will be stubbed so as to be available to serve the School District property to the West.

Subdivision:

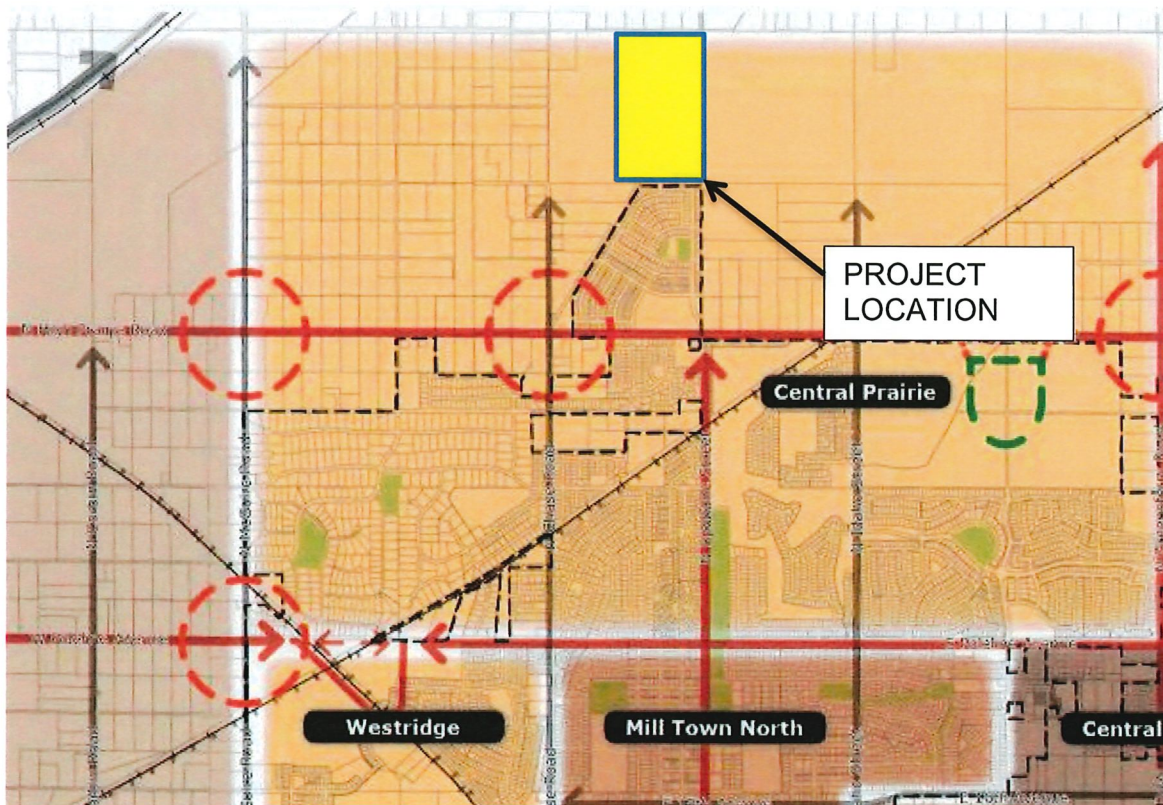
As shown on the attached subdivision plan, the proposed subdivision will result in 148 single family residential lots. The lots range in size from a minimum of 2,278sf to a maximum of 13,163 sf with the average size in the neighborhood of 5,375 sf, and all lots meet the

requirements of the RM zoning. The lots west of Spokane Street are what would be considered the traditional single family development pattern common to our area. The lots east of Spokane Street are a mixture of alley loaded cottage and townhome lots. This neighborhood is intended to serve the starter home/retirement market at an attainable price point to our community's workforce. The small lot sizes are offset by the 6+ acres of open space and park area. This open space equates to over 17% which meets the 7% requirement for this phase as well as future phases. Additionally, an RV/Boat storage area is designated on the eastern side of this phase which will provide secure outdoor storage of RVs and boats for those home owners who have lots too small for storage on their own property. This provides the added benefit of reducing the number of trailers parked on the streets, which can be a nuisance.

As mentioned above, water and sewer are both immediately available and of adequate capacity to serve the proposed subdivision. There is approximately 4-8 feet of relief across the site, which will yield relatively flat lots for single family construction.

Comprehensive Plan Analysis:

This property is located within the Central Prairie focus area, which is located on the northern end of the City. The future land use map designates this area to be transitional which is designated for lands suitable for growth, the focus of which is described in the focus area.



The proposed annexation and subdivision complies with the City's adopted comprehensive plan as follows (*policy goal in italics*):

Land Use:

G.05. *Keep Post Falls' neighborhoods safe, vital, and attractive.*

The proposed subdivision is intended to provide a safe and vibrant neighborhood ideal for the residents of Post Falls. Sidewalks will provide a safe pedestrian environment, and the connection of the streets to adjoining properties will allow for this neighborhood to grow in an orderly manner. Impact fees collected at building permit will provide for acquisition and construction of parks, off site transportation infrastructure, and public safety needs.

G.07. *Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.*

The residential housing mix in Post Falls is very diverse, but currently extremely limited in availability. A shortage in available and developable land coupled with an increase in demand has resulted in a sharp increase in home prices. High prices and limited availability make it difficult for the City to attract high paying employers to our community. Development of this property will increase the supply of available lots/homes which in turn supports the community need for housing. The variety of lot sizes in this subdivision will provide a range of home sizes and price points aimed at providing a diverse housing stock in this area.

Conclusion:

The proposed subdivision is supported by the comprehensive plan as outlined in this narrative and meets the requirements of the City's subdivision ordinance, therefore we are requesting approval as presented.

Exhibit 2

**Crown Reserve Subdivision
File No. SUBD-24-5
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Ray Kimball, Whipple Consulting Engineers
OWNER: Jacklin Land Company LLLP
LOCATION: The northern side of the N. Cologne Way and at the northern end of N. Spokane Street.
REQUEST: To subdivide approximately 37.67 acres of a larger 83.88 parcel into 148 single-family lots within the Residential Mixed (RM) zoning designation.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative.
3. A-3 Preliminary Plan
4. A-4 Authorization Letter
5. A-5 Will Serve Letter
6. A-6 Traffic Memo
7. A-7 Sewer Capacity Analysis
8. A-8 Sewer Design
9. S-1 Vicinity Map
10. S-2 Zoning Map
11. S-3 Future Land Use Map
12. PA-1 PFSD Comments
13. PA-2 KCFR Comments
14. PA-3 BPA Comments
15. PA-4 YPL Comments
16. PA-5 PFPD Comments
17. PA-6 DEQ Comments
18. PA-7 Parks & Recreation Comments
19. PA-8 PFHD Comments
20. PA-9 PFHD Comments
21. Planning and Zoning Commission Staff Report
21. 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 37.67-acres of a larger 83.88 parcel into 148 single family lots within the requested Residential Mixed (RM) zoning designation. The request is evaluated under the standards of PFMC § 17.12.060.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report and testified that the applicant is requesting to subdivide approximately 37.67-acres of a larger 83.88 parcel into 148 single-family lots within the Residential Mixed (RM) zoning district.

Mr. Porter testified that the property is on northern side of Bodine Ave. and at the northern end of N. Spokane Street and the current usage of the property is farmland. He testified that the Crown Pointe residential subdivision is directly south of the subject, and to the north are larger lots in Kootenai County. To the east is a future wastewater reclamation project and to the west is a proposed future school site. Water service is available from Greenacres Irrigation District and that sewer service is anticipated from the city. The proposed subdivision plan showed the lot configuration and included a road network connecting to the adjacent subdivisions and is consistent with the City's Transportation Master Plan. A traffic study showed sufficient capacity on Spokane Street to accommodate the subdivision.

Mr. Porter also testified that the site was free from significant soil or topographical hazards and the subdivision proposal conforms to zoning requirements for the Residential Mixed zone. Furthermore, he identified that impact fees will be charged via permits on the property, which typically results in the community not paying for the impacts.

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball presented on behalf of the applicant, echoing many of Mr. Porter's points adding that the land use pattern, street classification, traffic patterns, existing and future land uses were all compatible with the Comprehensive Plan. He further explained that the applicant limited the number of proposed lots through a zoning agreement to a maximum of 150 lots. He also testified as to the inclusion of separate boat/RV storage and a 3.6-acre park in the development.

The hearing was opened for public comment.

Neutral: Valerie Hamilton, Post Falls, ID: Ms. Hamilton expressed her concerns regarding the placement and installation of the necessary wastewater pipes, street parking, snow plowing responsibilities, future street connections, boat/RV storage, and house styles to be constructed.

Ray Kimball, Rebuttal.

Mr. Kimball responded to Ms. Hamilton's questions regarding the timing of the construction of the sewer line and the timing of street improvements in preparation for the adjacent school site development. He also responded to questions about the size of the proposed homes, the configuration of street improvements and how the RV lot might be offered for use to homeowners.

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 East Greenacres Irrigation 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. The Commission discussed the traffic study that was in the record showing a lesser volume than anticipated. The addition of Bodine Street connecting to Chase Road provides an additional exit from Crown Pointe and the proposed Crown Reserve subdivision.

- 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 conform to the requirements for residential uses in the existing RM zoning and that the proposed lots conform to the requirements.

- 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 the developer will bear a lot of costs with Bodine extension the park, and the sewer sizing to accommodate the adjacent school. And that impact fees will be assessed on individual building permits at the time of issuance to further mitigate any other 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. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-12 listed below, when imposed, will ensure that the six criteria found in PFMC 17.12.060.H are met. The Commission also directed staff to delete condition 6 and remove Balmoral Drive from condition 7. 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. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision. The Construction Improvement Agreement Shall contain an appendence for the reimbursement of the improvements to the southern half of Bodine Ave. that fronts the Crown Pointe Subdivision.
4. 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.
5. Sewer plans shall be modified to include the design and construction of the portions of sewer main within the limits of the Phase I boundary necessary to service all future phases of the project, beyond Phase I.
6. The design of Bodine Ave shall be modified to include curb bulbs on the north half of the roadway at the intersections with ~~Balmoral Drive~~, Cologne Way and Spokane St. Roadway section shall be configured with an 8' parking lane (north), 2-6' bike lanes, 2-12' travel lanes and signed no parking on the southern curb line.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The requirement for street knuckles is waived as an approved exception on Kilkenny Loop.
8. Direct access to or from residential lots to Bodine Avenue or Spokane Street shall be prohibited on the face of the plat.
9. 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.
10. A Homeowners Association (HOA) shall be formed to maintain the right-of-way frontage along the west side of Balmoral Drive and along all open space tracts. Maintenance shall include all landscaping, irrigation, and removal of snow from sidewalks and trails.
11. All alleyways shall be private and established via separate tract or easement to the Homeowners Association for ownership and maintenance.

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

Not applicable.

E. CONCLUSION

SUBD-24-5: 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 _____

REASONED DECISION

2-11-25
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.

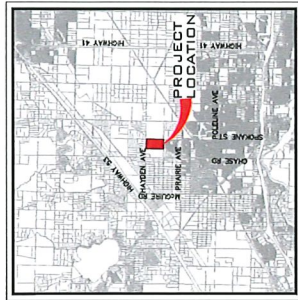
Exhibit 3

CROWN RESERVE SUBDIVISION LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

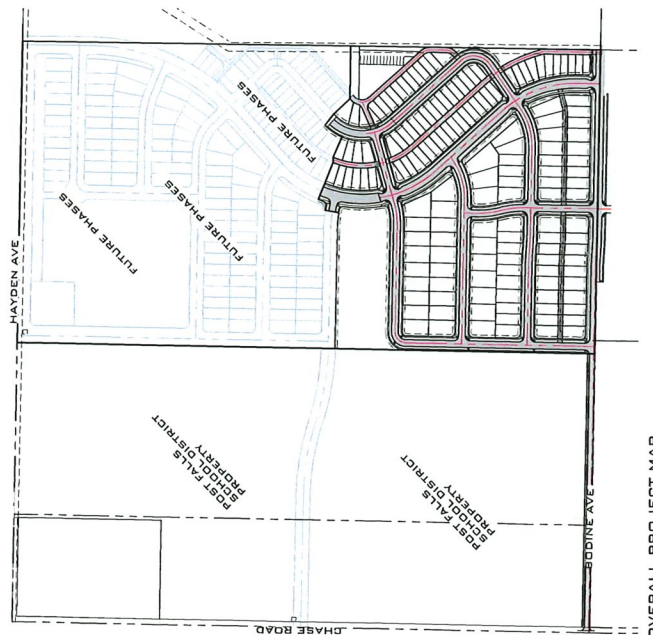
THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

PRELIMINARY PLAT CROWN RESERVE PHASE 1 LOCATED IN A PORTION OF THE NW 1/4, SEC 22, T 51 N, R 05 E, B.M. SPOKANE COUNTY, WA

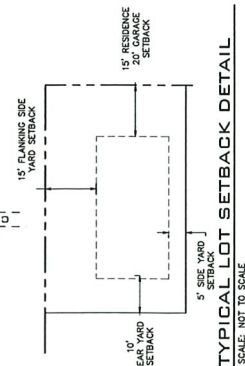


VICINITY MAP

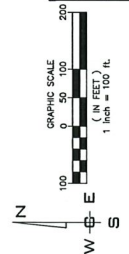
PARCEL NUMBER	P-00000-22-2400
ZONING	RES-1000 AC
PROJECT AREA	1,840,773.00 SF
NUMBER OF LOTS	148
NUMBER OF OPEN SPACE TRACTS	14
NUMBER OF PARK TRACTS	3
NUMBER OF ADJUT TRACTS	3
AREA OF LOTS	844,981.00 AC
AREA OF PARK TRACTS	17,771,566.00 AC
AREA OF ADJUT TRACTS	5.39 AC
OPEN SPACE TOTAL	14.32 AC
AREA OF RIGHT OF WAY	611,276.00 AC
MIN LOT AREA	1,075.00 SF
AVERAGE LOT AREA	12,133.59 SF



OVERALL PROJECT MAP



TYPICAL LOT SETBACK DETAIL
SCALE: NOT TO SCALE



SCALE:	PROJ #:
HORIZONTAL:	54-3750
VERTICAL:	07/26/24
	DATE:
	DRAWN: XXX
	REVIEWED: RDK

ENGINEERING
21 S. PINE
SPOKANE, WA 99208
PHONE: 509-325-2077
CONTACT: RAY KIBALL, P.E.
RAY@KIBALL.COM

OWNER
4752 N. RIVERBEND AVE
SPOKANE, WA 99208
PHONE: 509-773-8745
CONTACT: TAG JACKLIN
TAG@KIBALL.COM

WATER PURVEYOR
SPOKANE WATER DIST.
2722 MADISON AVE
SPOKANE, WA 99205
PHONE: 1-208-773-7379
CONTACT: ROY WALSON

SEWER COLLECTION
SPOKANE SEWER DIST.
408 N. SPOKANE STREET
SPOKANE, WA 99201
PHONE: 1-208-773-3311
CONTACT: ROBERT PAULS



CROWN RESERVE
PRELIMINARY PLAT COVER
HAYDEN AVE
POST FALLS, ID

SHEET
PP1
JOB NUMBER
24-3750

NAVD - 88
XXX

11/17/24

11/17/24

11/17/24

11/17/24

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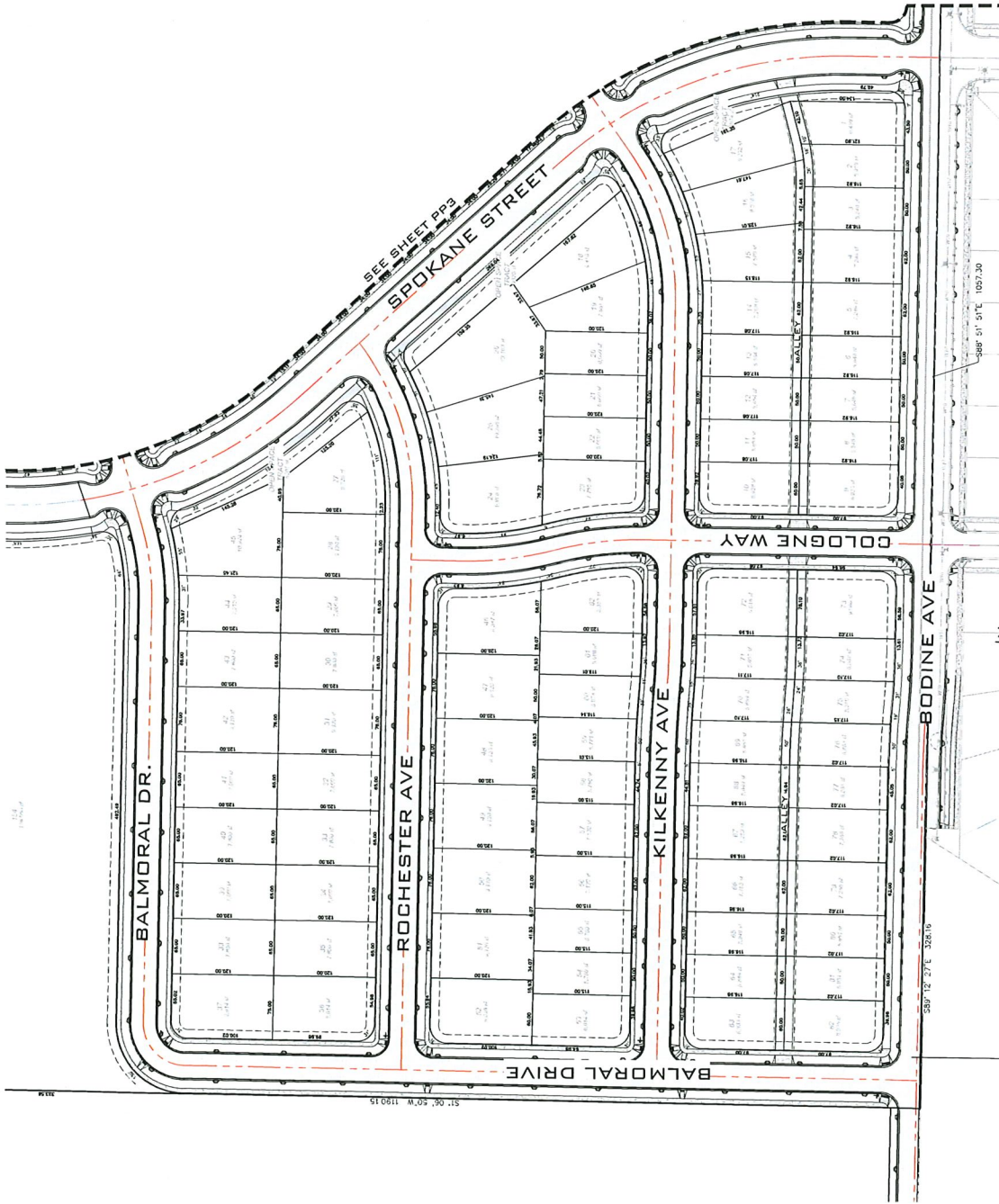
11/17/24

11/17/24

11/17/24

11/17/24

NW 1/4 SEC 22, T.51 N., R.05 E., B.M.



SITE DATA	
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ZONING	RES-MED AC
PROJECT AREA	1,640,773.00 SF
NUMBER OF LOTS	148
NUMBER OF OPEN SPACE TRACTS	14
NUMBER OF PARK TRACTS	3
NUMBER OF PAVEMENT TRACTS	3
AREA OF LOTS	841,080.00 AC
AREA OF OPEN SPACE TRACTS	7,717,156.60 AC
AREA OF PARK TRACTS	5.39 AC
AREA OF PAVEMENT TRACTS	3,075.00 AC
MIN LOT AREA	13,153.56 SQ FT
AVERAGE LOT AREA	5,696.59 SQ FT

NAVD - 88
XXX

GRAPHIC SCALE
0 30 60 120
1 inch = 60 ft

SCALE:
HORIZONTAL: 1"=60'
VERTICAL: N/A

PROJ # 24-3750
DATE 07/28/24
DRAWN SLS
REVIEWED RDK

WCE
WYATT CONSULTING ENGINEERS
SPOKANE, ID 83402
PH: 509.493.2517 FAX: 509.493.4227

PLAN
SECTION
ELEVATION
LANDSCAPE
UTILITY

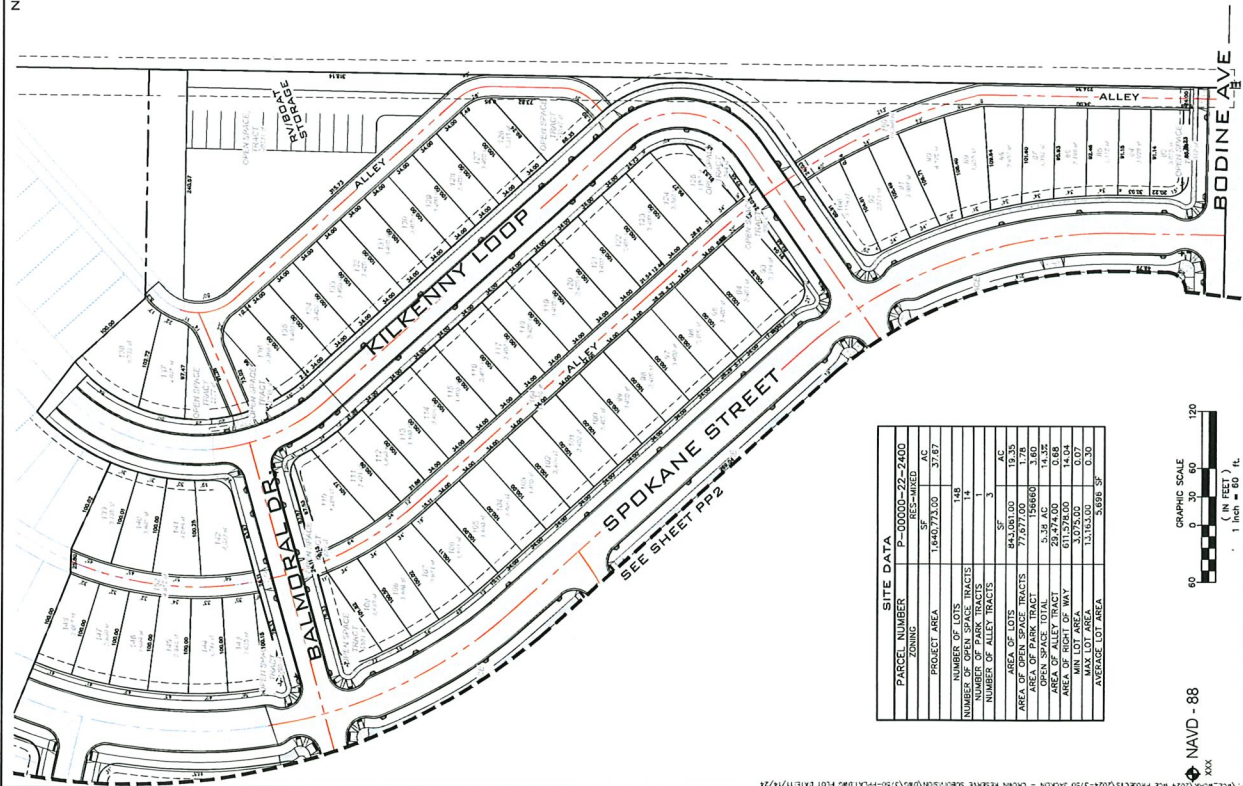
☒ PLAN
☐ SECTION
☐ ELEVATION
☐ LANDSCAPE
☐ UTILITY

CROWN RESERVE
WEST HALF
HAYDEN AVE
POST FALLS, ID

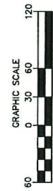
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PP2
JOB NUMBER
24-3750

Page 168 of 384

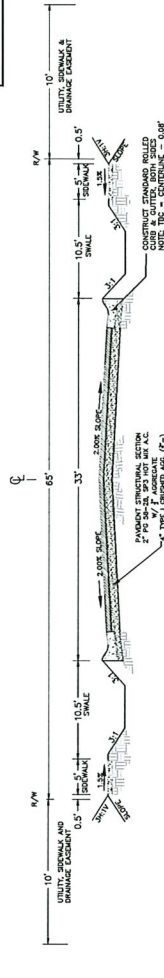
NW 1/4 SEC. 22, T. 51 N., R. 05 E., B. M.



SITE DATA	
PARCEL NUMBER	P-00000-22-2400
OWNER	RES-MED
PROJECT AREA	1,040,723.00 AC
NUMBER OF LOTS	145
NUMBER OF PARCELS	145
NUMBER OF ALLEY TRACTS	1
AREA OF OPEN SPACE TRACTS	77,677.00 AC
AREA OF PARK TRACTS	1,040,723.00 AC
AREA OF ALLEY TRACT	29,774.00 AC
AREA OF RIGHT OF WAY	11,126.00 AC
MAX LOT AREA	13,162.00 AC
AVERAGE LOT AREA	5,889.39 AC

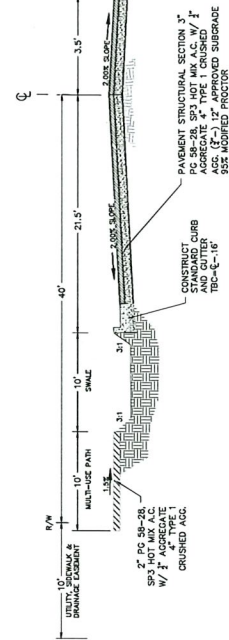


NAVD - 88



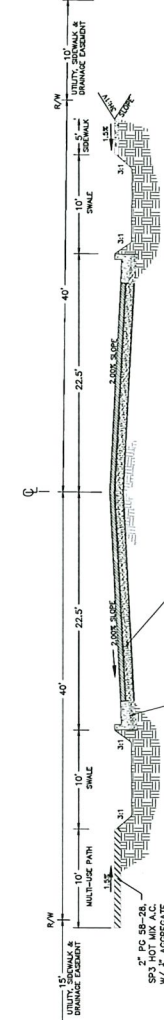
LOCAL STREET TYPICAL CROSS SECTION

NOT TO SCALE



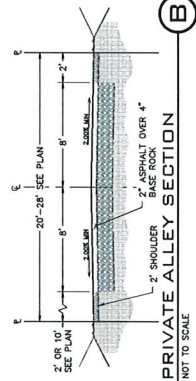
BODINE AVE TYPICAL CROSS SECTION

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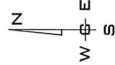
SPOKANE STREET TYPICAL CROSS SECTION

NOT TO SCALE



PRIVATE ALLEY SECTION

NOT TO SCALE



SCALE:	
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VERTICAL:	N/A

PROJ #:	
24-3750	07/28/24
DATE:	
07/28/24	07/28/24
DRAWN:	
SLB	SLB
REVIEWED:	
RDK	RDK

SCALE:	
HORIZONTAL:	1"=60'
VERTICAL:	N/A

PROJ #:	
24-3750	07/28/24
DATE:	
07/28/24	07/28/24
DRAWN:	
SLB	SLB
REVIEWED:	
RDK	RDK

SCALE:	
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PROJ #:	
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DATE:	
07/28/24	07/28/24
DRAWN:	
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REVIEWED:	
RDK	RDK

SCALE:	
HORIZONTAL:	1"=60'
VERTICAL:	N/A

PROJ #:	
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DATE:	
07/28/24	07/28/24
DRAWN:	
SLB	SLB
REVIEWED:	
RDK	RDK

SCALE:	
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VERTICAL:	N/A

PROJ #:	
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DATE:	
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DRAWN:	
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REVIEWED:	
RDK	RDK

SCALE:	
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VERTICAL:	N/A

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DATE:	
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REVIEWED:	
RDK	RDK

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VERTICAL:	N/A

PROJ #:	
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DATE:	
07/28/24	07/28/24
DRAWN:	
SLB	SLB
REVIEWED:	
RDK	RDK

SCALE:	
HORIZONTAL:	1"=60'
VERTICAL:	N/A

PROJ #:	
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DATE:	
07/28/24	07/28/24
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REVIEWED:	
RDK	RDK

SCALE:	
HORIZONTAL:	1"=60'
VERTICAL:	N/A

PROJ #:	
24-3750	07/28/24
DATE:	
07/28/24	07/28/24
DRAWN:	
SLB	SLB
REVIEWED:	
RDK	RDK

SCALE:	
HORIZONTAL:	1"=60'
VERTICAL:	N/A

PROJ #:	
24-3750	07/28/24
DATE:	
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CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/20/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Spokane Street Rehabilitation Project, Contract Amendment with Welch Comer Engineers

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Contract Amendment with Welch Comer Engineers.

DISCUSSION:

In 2024, City Council approved a request from the Idaho Transportation Department (ITD) to extend the original paving limits of the Spokane Street project. The resulting Cooperative Agreement authorized ITD to pay the City a lump sum of \$700,000 to extend the city's paving limits from the I-90 Eastbound ramps, to the intersection of Seltice Way. ITD is the responsible entity for maintenance of this section of street. In August 2024, City Council approved a negotiated change order with the city's contractor, Interstate Concrete and Asphalt to add this additional work.

At the start of construction in April, the first phase of project work impacted the traffic movements on Spokane Street and resulted in significant congestion on the I-90 Eastbound off-ramp. The congestion was problematic for traffic flows on I-90, specifically during peak hours of traffic. Traffic queues extending onto I-90 pose a safety concern for the traveling public. City Staff and ITD discussed alternative options to mitigate this congestion. The city requested supporting services from Welch Comer to review traffic modeling data and to provide potential solutions such as adjustments to traffic signal timing. Several of these solutions were implemented with varying degrees of success. Once the contractor transitioned to the second phase of project work, the changed traffic configuration resulted in a decrease of congestion and addressed the safety concerns related to the eastbound off-ramp.

This contract amendment with Welch Comer provides compensation for the review of signal timing and design modifications made to the Traffic Control Plan for the project improvements to the ITD section of the Spokane Street project.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

April 1, 2025 – Contract Amendment with Welch Comer
March 4, 2025 – Contract Amendment with Welch Comer Engineers
March 4, 2025 – Contract Contingency with Interstate Concrete and Asphalt
August 6, 2024 – Contract Change Order to Extend Paving Limits
June 18, 2024 – Engineering Services Amendment to Agreement
June 18, 2024 – Cooperative Agreement with the Idaho Transportation Department
May 7, 2024 – Staff Report and Project Update
April 2, 2024 – Engineering Services Contract Amendment
February 6, 2024 – Strategic Initiatives Grant Award

July 18, 2023 – Staff Report with project update
March 7, 2023 – BNSF Surface Crossing Installation Agreement
March 7, 2023 – Construction Phase Services Amendment
February 1, 2022 – Engineering Services Contract

APPROVED OR DIRECTION GIVEN:

Items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Project expenses for this additional work will be funded from the \$700,000 received by ITD and will be tracked separately from the city's grant funded portion of the Spokane Street project. The total project costs for the ITD District 1 Maintenance work which includes design and construction management services, are expected to be less than the \$700,000 agreed to in the Cooperative Agreement. City Staff and ITD reviewed this contract amendment and recommend City Council approval.

Staff requests City Council authorization for this Amendment in the amount of \$8,000. As the project is nearing completion, Staff proposes using the \$5,000 contingency previously authorized by City Council. The resulting balance is \$3,000 and will be funded utilizing the ITD District 1 Maintenance Funds as outlined in the Cooperative Agreement (Agreement No. 7493). The adjusted contract total becomes \$357,150

BUDGET CODE:

001-431.1811.95040

ATTACHMENTS:

1. PPT Spokane Street Rehabilitation 05202025
2. Additional Services Agreement No. 8

Spokane Street Rehabilitation Contract Amendment with Welch Comer

John Beacham
Director of Public Works
May 20, 2025



Spokane Street Rehabilitation Project



Extended Paving Limits

May 2024 - ITD request to extend paving limits North to Seltice Way

June 2024 - Cooperative Agreement authorized ITD to pay the City \$700,000

June 2024 – Design and construction phase services for ITD District 1 work

August 2024 - Negotiated a Change Order with Interstate Concrete and Asphalt

November 2024 – Completed paving improvements from 1st to 4th Avenue.

April 7, 2025 – Resume construction work from 4th Avenue to Seltice Way

Traffic Modeling Services

- First phase of construction restricted left turning traffic movements
- Safety concern with congestion encroaching onto eastbound I-90 (ITD and City)
- Welch Comer provided review of traffic modeling data and recommended solutions to address eastbound traffic volumes:
 - Signal timing
 - Alternate Detour routes
 - Social media and Variable Message Signs on I-90
 - Flagging during peak hours
- Completed first phase of traffic control early

Welch Comer Contract Amendment

Engineering & CMS (ITD District 1 Project Work)	\$ 135,000.00
Contract Amendment for Traffic Modeling	<u>\$ 8,000.00</u>
Sub-Total (ITD District 1 Project Work)	\$ 143,000.00

Revised contract total (Amendments 1 through 8) \$ 357,150.00

- Utilizes the \$5,000 contract contingency.
- Amendment balance (\$3,000) will be funded with ITD Maintenance Funds

GL: 001-431.1811.95040

Spokane Street Rehabilitation – Contracted Totals



- ITD District 1 Project Work:
I-90 to Seltice Way:
\$ 601,392.65
(ITD Agreement: \$700,000)
- Strategic Initiatives Grant:
Spokane River Bridge to I-90:
\$ 1.15 Million
(Grant Award: \$1.17 Mil.)



Project Update

Contract Completion May 28, 2025



Next Steps

- Final Completion of Spokane Street project
- Spokane Street and Poleline Avenue Roundabout
 - Finalize design documents and request for informal bids
 - Anticipate construction in Summer 2025
 - Staff recommendation and update at a future City Council Meeting

Questions



Authorization for Additional Services Amendment 8

The Effective Date of this Authorization is: _____

Background Data:

Effective Date of Owner-Engineer Agreement: February 1, 2022

Owner: City of Post Falls, Idaho

Engineer: Welch Comer & Associates, Inc.

Project: Spokane Street Rehabilitation

Description of Additional Services:

The purpose of this Amendment is to increase the budget for construction phase services (CPS) for the portion of the project in the Idaho Transportation Department right-of-way to complete the services below:

1. Signal Timing Investigation & Temporary Traffic Control Plan Modification Investigation
 - A. Background: The Owner, through the City Engineer, provided the City of Post Falls' Synchro traffic model by email on 4/9/2025 and requested Welch Comer investigate the signal timing on the I-90 eastbound off ramp and the 4th Ave/Spokane Street intersection, as well as the volumes, timing, and queues at Idaho Street/Seltice Way affecting the roundabout at 4th Ave/Idaho Street.
 - B. Scope: Engineer investigated traffic modeling assumptions, redistributed traffic from blocked left-turning movements along designated detour routes, performed Synchro model analysis to investigate impacts of those detour routes on signal queueing and delay, and analyzed options for signal timing adjustments to mitigate queue lengths and delay.
 - C. Scope: After signal timing analyses were completed, Engineer and Owner met to discuss modeling results and discussed additional measures regarding detouring traffic out of the problematic intersections (listed above). Engineer provided potential options regarding detouring and intersection control changes. Engineer and Owner held a total of three (3) meetings to evaluate these options.

Description of Modification of Payment to Engineer:

1. Owner shall pay Engineer for services described on a lump sum basis as follows:

Phase	Payment Type	Amount
Additional Construction Phase Services, I-90 EB to Seltice Way	Lump Sum	\$ 8,000
Total		\$ 8,000

- A. The Lump Sum portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

- B. Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Agreement Summary:

Original Agreement amount:

Design Phase (Lump Sum)	\$	26,500.00
Railroad Coordination (Hourly)	\$	22,400.00
Amendment 1 (Lump Sum)	\$	4,000.00
Amendment 2 (Hourly)	\$	96,000.00
Amendment 3 (Lump Sum) amount:	\$	4,000.00
Amendment 4 (Hourly) amount:	\$	21,250.00
Amendment 5 (Lump Sum) amount:	\$	90,000.00
Amendment 6 (Lump Sum) amount:	\$	45,000.00
Amendment 7 (Lump Sum) amount:	\$	40,000.00
Amendment 8 (Lump Sum) amount:	\$	8,000.00
Adjusted Agreement amount:	\$	357,150.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Authorization. All provisions of the Agreement not modified by this or previous Amendments remain in effect. Welch Comer & Associates, Inc is authorized to perform the work described in this Amendment.

OWNER: City of Post Falls

ENGINEER: Welch Comer & Associates, Inc.

By: _____

By:  _____

Print name: Ronald G. Jacobson

Print name: Matt Gillis, P.E.

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: 04/28/2025

PM Approval: MRG

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/20/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Ordinance - Shawver Autobody Zone Change File No ZC-24-1

ITEM AND RECOMMENDED ACTION:

This item is the Zone Change Ordinance for the Shawver Autobody Zone Change (ZC-24-1), which was approved by the city council following a public hearing on October 15, 2024. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On October 15, 2024, the city council held a public hearing to consider a request to rezone approximately 1.44 acres from Heavy Industrial (HI) to Community Commercial Services (CCS). The property is located north of Seltice Way, south of I-90, along the corridor between Potlach Road and Spencer Street. Following the hearing, the city council approved a motion directing staff to prepare a final written Reasoned Decision approving the zone change request. The Reasoned Decision was approved on January 7, 2025. The attached ordinance is the legal document that finalizes the zone change of the property.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On October 15, 2024, City Council heard the proposal during a public hearing and approved the zone change request.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested zone change; The attached and corresponding ordinance memorializes the rezoning of this property in the City of Post Falls.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2024.12.19 Zone Change Ordinance
2. Exhibit A: Legal Description and Map ZC-24-1

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR THE LAND LOCATED AT 2915 E. SELTICE WAY FROM HEAVY INDUSTRIAL (HI) TO COMMUNITY COMMERCIAL SERVICES (CCS; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Post Falls has carried out the hearings required by law to consider this rezoning request and has adopted a Reasoned Decision concerning this matter.

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

SECTION 1. That the zoning classification for the parcel located at 2915 E. Seltice Way, Post Falls, Idaho of approximately 1.44-acres and as described in Exhibit A is changed from Heavy Industrial (HI) to Community Commercial Services (CCS) and that the official Zoning Map of the City of Post Falls be amended to reflect the new zoning.

SECTION 2. This Ordinance will be in full force and effect from and after its passage, approval and publication according to law.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on _____ 2025.

APPROVED, ADOPTED, and SIGNED this day of May __, 2025.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, rezoning property located at 2915 E. Seltice Way, Post Falls, Idaho, from Industrial (I) to Community Commercial Services (CCS). The rezoned property is legally described as:

Lot 2, Block 1, ELEANOR'S ADDITION TO POST FALLS, according to the plat recorded in the office of the County Recorder in Book G of Plats at Page 255, records of Kootenai County, Idaho.

EXCEPTING THEREFROM that portion conveyed to Robert F. Moate, et ux, in deed recorded October 26, 1994 as Instrument No. 1375370 of official records, described as follows:

A strip of land being a portion of Tract 21, Third Addition to Post Falls Irrigated Tracts, as recorded in Book C of Plats at Page 84, records of Kootenai County, Idaho, and being described by metes and bounds as follows:

COMMENCING at a found 1/2" iron pipe in a 4" clay pipe marking the center Quarter of Section 1;

thence along the North-South center of Section 1, North 00°09'32" East, a distance of 916.11 feet to the intersection with the North line of Seltice Way;

thence along the North line of Seltice Way, South 86°55'50" West, a distance of 848.26 feet to a found iron rod and cap marking the intersection with the West line of Tax Number 8097 and the POINT OF BEGINNING;

thence continuing along the North line of Seltice Way, South 86°55'50" West, a distance of 7.84 feet to the intersection with a fenceline projected South;

thence along said fenceline, North 00°03'00" East, a distance of 443.04 feet to the intersection with Southerly right of way line of Interstate Highway 90, being a point on curve;

thence along the arc of curve right, having a radius of 7539.44 feet, through a central angle of 00°02'57", an arc distance of 6.48 feet to an iron rod and cap whose chord bears South 88°27'41" East, 6.48 feet;

thence along the West line of Tax Number 8097, South 00°07'28" East, a distance of 442.44 feet to the POINT OF BEGINNING.

Said description contains 1.44 acres, more or less.

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.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which rezones certain property from Heavy Industrial (HI) to Community Commercial Services (CCS), and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of May __, 2025.

Field K. Herrington, City Attorney

EXHIBIT "A"

Lot 2, Block 1, ELEANOR'S ADDITION TO POST FALLS, according to the plat recorded in the office of the County Recorder in Book G of Plats at Page 255, records of Kootenai County, Idaho.

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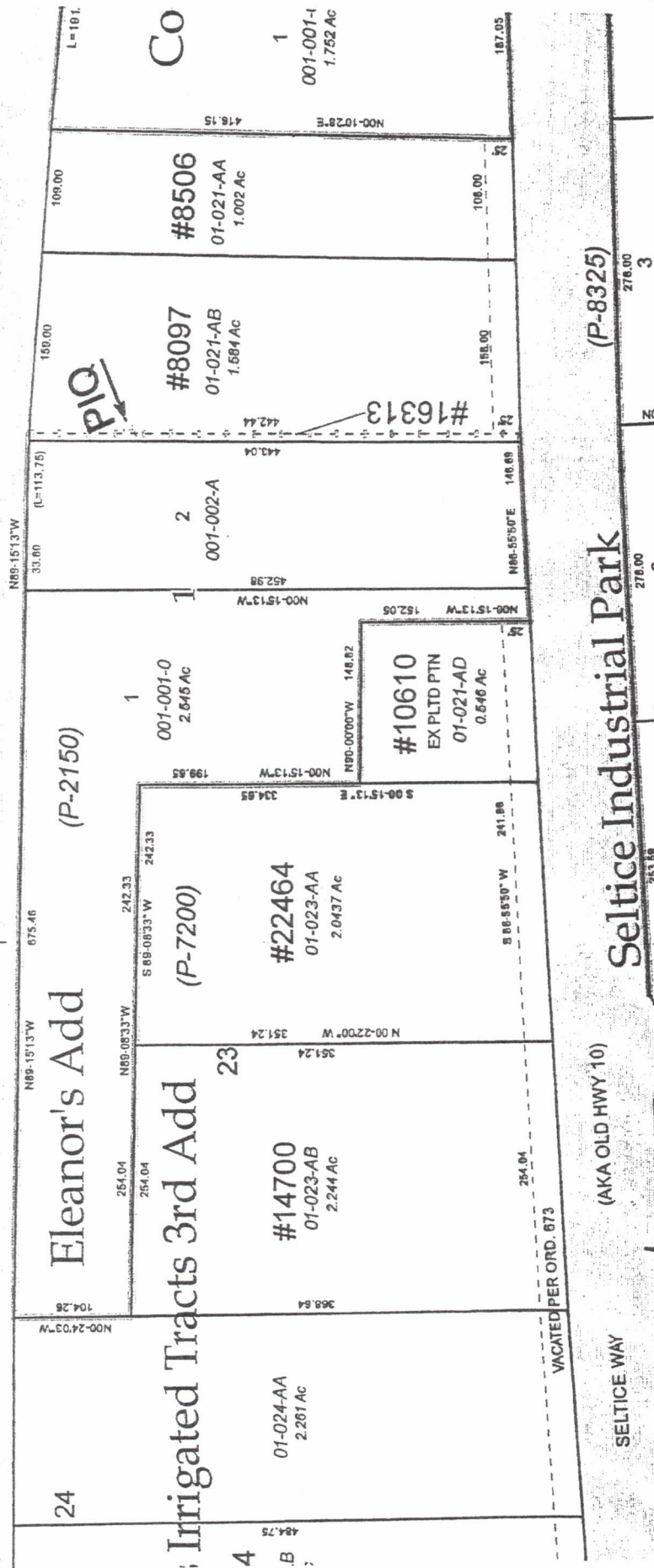
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thence along the West line of Tax Number 8097, South 00°07'28" East, a distance of 442.44 feet to the POINT OF BEGINNING.

INTERSTATE 90



This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property. The Company assumes NO LIABILITY for any matter related to this sketch.

NW Sec 1-50-50

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/20/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Prairie Trail Extension - Zorros Rd. to SH41

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes Staff to advertise for bids to construct improvements to the Prairie Trail between Zorros Rd. and SH41, including the fill of an existing pit.

DISCUSSION:

A quarter-mile section of the Prairie Trail, a Regional Recreational Trail extending between Post Falls and Coeur d'Alene, remains unconstructed from Zorros Rd. to SH41. In March 2025, the City hired Welch Comer & Associates to design trail improvements that included filling an existing pit next to the trail alignment. City Staff from the Parks Department and Engineering have worked with Welch Comer in the development of the plans and specifications that are now ready for bidding.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

March 4 2025 Professional Services Agreement with Welch Comer & Associates

APPROVED OR DIRECTION GIVEN:

Executed Professional Services Agreement with Welch Comer & Associates

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No additional fiscal impacts at this time. Bid phase services for Welch Comer were included in their Professional Services Agreement. Funding is from a settlement relating to the pit. Amounts for construction will be identified with any future recommendations to award a contract for construction.

BUDGET CODE:

N/A

ATTACHMENTS:

1. PF Trail Bid Ad final
2. 20250508_41354.21 PF Trail Extension Zorros Rd to SH41 Trail City Approved
3. Prairie Trail Extension Zorros Rd to SH41

City of Post Falls
Kootenai County, Idaho
Prairie Trail Extension Zorros Rd to SH41 Trail

ADVERTISEMENT FOR BIDS

Sealed Bids will be received by the City Clerk, 408 N. Spokane, Post Falls, ID, on or before **June 5, 2025, until the hour of 2:00 p.m.**, local time, for the **Prairie Trail Extension - Zorros Rd to SH41 Trail Project**. Bids will be opened in the 2nd Floor Conference room at Post Falls City Hall. Anyone may attend. A concise statement on the outside of the envelope should identify the project to which the bid pertains.

The City of Post Falls intends to construct a continuation of the Prairie Trail, extending from Zorros Rd. to SH41 North. The project will include the construction of a 15ft wide asphalt trail approximately 1300ft in length, and the mass excavation, fill and compaction for the restoration of an area that has previously been used as a material source.

It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts of work not specifically mentioned that are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State, and Federal requirements.

Bidding documents may be viewed and/or downloaded free of charge at the following website: www.welchcomerplanroom.com. Hard copies of bidding documents can be ordered at www.welchcomerplanroom.com at the bidder's expense. In order to be added to the official plan holders list and ensure notification of addenda, bidders must register at www.welchcomerplanroom.com. Please note that plans and specs can be viewed at the City of Post Falls City Hall. For further assistance, please call Welch Comer at (208) 664-9382. Contract questions shall be directed only to the office of the Project Engineer.

In determining the lowest responsive bid, the Owner will consider all acceptable bids on a basis consistent with bid package. A bid shall be enclosed in an opaque sealed envelope plainly marked with the Project title, name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notification "**BID ENCLOSED**". Bids delivered by facsimile machine will not be accepted.

All bids must be signed and accompanied by evidence of authority to sign.

An Idaho Public Works Contractor License is required to bid on and complete this work. All bids shall contain Bidder's security in an amount equal to 5% of the total Bid amount, payable to the City of Post Falls, in the form of: Bidder's Bond executed by a surety company qualified in the State of Idaho, Certified Check, Cashier's Check, or Cash. Said bid security shall be forfeited to the Owner as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders. Bids are subject to acceptance for 35 days after bid opening. The right is reserved to reject any or all proposals, to waive all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-response, or conditional Bids.

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 applicants 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 offers 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.

Direct any questions regarding this Project to Jordan Tillett with Welch Comer Engineers at (208) 664-9382.

Dated this day May 22, 2025

/s/ Rob Palus, City Engineer
City of Post Falls

**PUBLISH: May 22, 2025 and May 29, 2025



Prairie Trail Extension Zorros Rd to SH41 Trail

May 2025



CONSTRUCTION SPECIFICATIONS

FOR THE

Prairie Trail Extension Zorros Rd to SH41 Trail

PROJECT NO. 41354.21

FOR

CITY OF POST FALLS



05/08/2025

May 2025



330 E. Lakeside Avenue, Suite 101 • Coeur d'Alene, Idaho 83814
(208) 664-9382 • (208) 664-5946 Fax

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This document and ideas and designs incorporated herein, as an instrument of professional service, is the property of Welch, Comer & Associates, Inc., and is not to be used in whole or in part, for any other project or duplicated in whole or in part, without the written authorization of Welch, Comer & Associates, Inc.

TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS

Section 1-A – BIDDING AND AGREEMENT FORMS

INSTRUCTION TO BIDDERS

BIDDER'S CHECKLIST

BID SCHEDULE

ADDENDA ACKNOWLEDGEMENT

SUBCONTRACTOR LIST

BID GUARANTY BOND

AFFIDAVIT OF PAYMENT OR SECURE ALL TAXES

NON-COLLUSION AFFIDAVIT

ANTI-DISCRIMINATION AFFIDAVIT

Section 1-B - SUCCESSFUL BIDDER INFORMATION

SUCCESSFUL BIDDER'S CHECKLIST

NOTICE OF AWARD (SAMPLE)

CONTRACT (SAMPLE)

NOTICE TO PROCEED (SAMPLE)

PERFORMANCE BOND (SAMPLE)

PAYMENT BOND (SAMPLE)

PUBLIC WORKS CONTRACT REPORT (WH-5) (SAMPLE)

PAYMENT REQUEST (SAMPLE)

CHANGE ORDER (SAMPLE)

Section 2 – SUPPLEMENTARY CONDITIONS

Section 3 – TECHNICAL SPECIFICATIONS

Section 4 – SPECIAL PROVISIONS

SP-1 Administrative Requirements

SP-2 Quality Assurance/Quality Control

SP-3 Submittal Procedures

Section 5 – EXHIBITS

Exhibit A – Title VI of the Civil Rights Act of 1964

Section 6 – PLANS

City of Post Falls
Kootenai County, Idaho
Prairie Trail Extension Zorros Rd to SH41 Trail
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It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts of work not specifically mentioned that are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State, and Federal requirements.

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Direct any questions regarding this Project to Jordan Tillett with Welch Comer Engineers at (208) 664-9382.

Dated this day May 22, 2025

/s/ Rob Palus, City Engineer
City of Post Falls

****PUBLISH: May 22, 2025 and May 29, 2025**

City of Post Falls
Kootenai County, Idaho

Prairie Trail Extension Zorros Rd to SH41 Trail

SECTION 1-A

BIDDING INFORMATION

City of Post Falls
Kootenai County, Idaho

Prairie Trail Extension Zorros Rd to SH41 Trail

INSTRUCTION TO BIDDERS

1. Defined Terms.

Terms used in these instructions to Bidders will have the meanings assigned to them in the General Conditions. Additional terms used in these Contract Documents have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1. Bidder – one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a bidder.

1.2. Issuing Agency – the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3. Successful Bidder – the Bidder submitting the lowest responsive bid complying with bidding procedures to whom the Owner (on the basis of the Owner's evaluation as hereinafter provided) makes an award.

1.4 Owner – the City of Post Falls, also referred to as the "City," is the owner of the property and equipment to be rebuilt/replaced per this project.

2. Copies of Contract Documents.

2.1. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Public Works Contractor's License Requirements

The Contractor and subcontractors for the project must be licensed in the State of

Idaho by the Idaho Public Work Contractors State License Board for the Class, Type and specified value of Work, in accordance with the provisions of Title 54, Chapter 19, Idaho Code as amended. Contractor and subcontractors shall provide evidence of such licensing with the bid submittal package.

4. Examination of Contract Documents, Other Related Data, and Site

4.1. Subsurface and Physical Conditions: reference is made to the Supplementary General Conditions for identification of:

4.1.1. Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Owner in preparation of the Contract Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports, but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor the completeness thereof for the purpose of bidding or construction.

4.1.2. Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any other data, indicated or interpretations, opinions or information contained in such reports or shown in such drawings.

4.2. Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities

at or contiguous to the site are based upon information and data furnished to Owner by owners of such Underground Facilities. The Owner does not assume responsibility for the accuracy or completeness thereof.

4.3. On request, Owner will provide Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies, as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests and studies.

4.4. It is the responsibility of each Bidder before submitting a Bid to:

4.4.1. Examine and carefully study the Contract Documents, any Addenda and other related data identified in the Contract Documents;

4.4.2. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of Work;

4.4.3. Become familiar with and satisfy Bidder as to all federal, state and local Laws & Regulations that may affect cost, progress, or delivery of the work.

4.4.4. Study and carefully correlate the Bidder's knowledge and observations with the Contract Documents and other such related data;

4.4.5. Promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovers in the Contract Documents; and

4.4.6. Obtain and carefully study (or assume responsibility for doing so) all additional or supplemental examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed

by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.

4.4.7 Owner does not warrant that the Contract Documents or plans will be free from defect or error and Bidder is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect or error is discovered, the Bidder is obligated to inform the Owner.

4.5. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction that may be shown or expressly required by the Contract Documents; that the Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Owner are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Interpretations and Addenda.

5.1. All questions about the meaning of intent of the Contract Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Contract Documents. Questions received less than ten days prior to the date of opening bids may not be answered. Only questions answered by written Addenda will be

binding. Oral and other interpretations or clarification will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

6. Bid Security.

6.1. Each Bid shall be accompanied by a certified or cashier's check made payable to the City of Post Falls, cash, or approved Bid Bond in the amount of five (5%) percent of Bidder's maximum Bid price. If check or bond is selected for use by Bidder, it shall be made payable to the Owner and shall be given as a guarantee that the Bidder will execute the contract if chosen. If the successful bidder fails to execute the contract, the amount of his bidder's security shall be forfeited to the City. (I.C. 67-2805(2))

6.2. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form found herein. The Bid Bond must be issued by a qualified Idaho surety company meeting the requirements of paragraph 5.02 of the General Conditions.

7. Contract Times.

The number of days within which, or the dates by which, the Work is to be Substantially Completed and also completed and ready for final payment are set forth in the Agreement. The submission of a Bid is a representation by the Bidder that Bidder will commence construction work and will complete construction during the time specified in the contract documents.

8. Liquidated Damages.

Provisions for liquidated damages are set forth in the Agreement.

9. Substitute and "Or-Equal" Items.

Whenever an item or material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier(s), the specification or description

is intended to establish the type, function, appearance, and quality required. Such descriptions often identify particular equipment and materials known to be acceptable in consideration of how other parts of the project are designed. The Bidder may include alternate materials or equipment in the bid if they meet the criteria for an "Or-Equal Item" described in Section 6.05 A.1.a of the General Conditions. The Contractor has sole responsibility to provide products that comply with the Contract Documents.

10. Subcontractors, Suppliers and Others.

10.1. Bidder shall list on the List of Subcontractors form contained in the Contract Documents the name, business address, Idaho Public Works Contractor's license number, and description of work for each subcontractor who will perform work if the Bidder is awarded the Contract. Subcontractors for plumbing, heating and air conditioning, and electrical work must be named according to Idaho State Code Section 67-2310. Failure to comply with provisions of this section will render a bid unresponsive and be grounds for rejection of bid.

11. Preparation of Bid.

11.1. The Bid Form is included with the Contract Documents. Bidder may reproduce additional copies as necessary for use.

11.2. All blanks on the Bid Form shall be completed by printing in black or blue ink or by typewriter and the Bid must be signed.

11.3. A Bid by corporations shall be executed in the corporate name by the president or vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

11.4. A Bid by partnerships shall be executed in the partnership name and signed by a general partner, whose title

must also appear under the signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

11.5. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The address and state of formation of the firm must be shown below the signature.

11.6. A Bid by an individual shall show the Bidder's name and official address.

11.7. A Bid by a joint venture shall be executed by each joint participant. The official address of the joint venture shall be shown below the signature.

11.8. All names shall be typed or printed in ink below the signature.

11.9. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

11.10. The address and telephone number for communications regarding the Bid shall be shown.

11.11. The Bid shall contain evidence of Bidder's authority and qualifications to do business in the state of Idaho. Bidder's Idaho State Public Works Contractors license number shall be shown on the Bid form.

12. Basis of Bid; Evaluation of Bids.

12.1. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Base Bid Schedule.

12.2. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with Section 2-Technical Specifications.

12.3. Discrepancies between the multiplication of units of Work and the unit prices will be resolved in favor of the unit prices. Discrepancies between the

indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12.4. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

13. Submittal of Bid.

A Bid shall be submitted to the City Clerk's Office at 408 N Spokane Street. and received no later than the date and time prescribed in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". Bids delivered by facsimile machine will not be accepted.

14. Modification and Withdrawal of Bid.

14.1. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

14.2. If, within 24 hours after Bids are opened and Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is re-bid, that Bidder will be disqualified from further bidding in the Work.

14.3. Relief from Bids. (a) if an awarding authority for the public entity determines that a Bidder is entitled to relief from a Bid because of mistake, the authority shall

prepare a report in writing to document the facts establishing the existence of each element required in Section 54-1904C, Idaho Code. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. (b) A Bidder claiming a mistake satisfying all the conditions of Section 54-1904C, Idaho Code shall be entitled to relief from the Bid and have any Bid Security returned by the public entity. Bidders not satisfying the conditions found in Section 54-1904C, Idaho Code, shall forfeit any Bid Security.

14.4 Grounds for Relief. The Bidder shall establish to the satisfaction of the public entity that: (a) A clerical or mathematical mistake was made; (b) The Bidder gave the public entity written notice within five (5) calendar days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred; and (c) The mistake was material.

15. Opening of Bids.

Bids will be considered at the time and place indicated in the Notice of Advertisement for Bids and, unless obviously un-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to the Bidders within 30 days after the opening of Bids, unless the work is not awarded and is to be re-bid.

16. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for thirty days after the day of Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

17. Award of Contract.

17.1. The Bid will be awarded on the basis of the Base Bid or Base Bid plus any combination of add alternates as determined by the Owner.

17.2. If the contract is to be awarded, the Owner will give the Successful Bidder a Notice of Award within thirty days after the

day of Bid opening. The form for Notice of Award is included in the Contract Documents for reference.

17.3. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner also reserves the right to waive all informalities not involving price, time or change in the Work and to negotiate contract terms with the Successful Bidder.

17.4. The Contract will be awarded to the Bidder complying with the administrative requirements of the bidding process and submitting the lowest bid who holds the requisite license.

17.5. The Owner reserves the right to accept Alternates as determined to be in the best interest of the Owner.

18. Contract Security.

Article 5 of the General Conditions, as may be modified by the Supplementary General Conditions, sets forth the Owner's requirements as to Performance and Payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required Bonds on the prescribed forms included in the Contract Documents and the evidence of insurance as required.

19. Signing of Agreement.

19.1. Notice of Award will obligate the Successful Bidder to immediately return the acknowledgement of receipt of Notice of Award and, within ten (10) days of the date of the Notice, execute and return the Agreement, furnish the required Bonds, complete and return the Public Works Contract Report, and provide evidence of insurance.

19.2. If the lowest responsive Bidder fails to execute and deliver the Agreement and furnish the required Bonds and satisfactory

evidence of insurance within ten (10) days after the Notice of Award, the Owner may annul the Notice of Award and may award a contract to the next lowest responsive Bidder, or may reject all bids. If the City Council awards the contract to the next lowest responsive bidder, the amount of the lowest responsive bidder's security shall be applied by the City to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used.

19.3. The Owner, within ten (10) days of receipt of the Agreement signed by the Contractor, completed Public Works Contract Report, and acceptable forms of security required, shall sign the Agreement, and return a fully executed duplicate to the Contractor. Should the Owner fail to execute the Agreement within such period, the Bidder may by written notice withdraw its signed Agreement. Such notice of withdrawal shall be effective upon receipt by the Owner.

20. Notice to Proceed.

20.1. Notice to proceed shall be issued by the Owner at any time within thirty (30) days after the execution of the Agreement by the Owner or within the Contractor-requested Notice to Proceed dates as stated in the Agreement and as agreed upon between the Owner and Contractor. The form to be issued by the Owner is included in the Contract Documents for reference.

20.2. The Contract Times will commence to run on the day indicated in the Notice to Proceed.

20.3. In no event shall work Commence Later than August 4th, 2025 to run later than September 30th, 2025 without mutual agreement between the Owner and the Contractor.

21. Retainage.

21.1 Retainage shall be an amount equal to five percent of approved payments to Contractor until the Work has been completed. Retainage shall be released to Contractor after completion and acceptance of the Work by the Owner, receipt from the State Tax commission of the Public Works Contract Tax Release, and upon presentation of evidence that all taxes and bills for materials, services, labor and other charges have been paid or acceptable arrangements made for their payment.

BIDDER'S CHECKLIST

The Bidder's Checklist is offered to the prospective bidder as a means of checking the Bidder's Bid Proposal in order to ensure that a complete Bid is submitted, free from omissions and errors that could possibly lead to rejection of the Bid.

Check off when completed:

BID

- _____ 1. Are all blank spaces filled out on Bid Proposal? Are the complete Bid Proposal documents intact? Is Bid amount shown correctly including totals? Recheck for errors and omissions. Total Bid must be shown in words and figures.
- _____ 2. Have questions arising from the bidding, contract, specifications, or plans been submitted to the proper authority and resolved in the proper manner?
- _____ 3. Is the Non-Collusion Affidavit properly filled-out and included in bid?

SIGNATURES

- _____ 4. Are authorized signatures properly affixed to the Bidding Documents?

SUBCONTRACTORS

- _____ 5. Have all subcontractors to whom work will be awarded been listed as well as their Idaho Contractor's license number?

ADDENDA

- _____ 6. Have all Addenda and Affidavits been received and acknowledged with the proper signature on the Bid Proposal?

BID BOND

- _____ 7. Has a certified check, cashier's check, cash, or a Bid Bond in the amount specified been included with the contract documents?

TAX FORMS

- _____ 8. Is the "Affidavit of Payment and Securement of all Taxes"?

SUBMITTAL

- _____ 9. In order for a Bid to be considered, all Bidding Documents and the Bid Bond must be placed in a properly addressed, sealed envelope, and delivered to the specified authority prior to the time for the Bid Opening.

BID SCHEDULE

Prairie Trail Extension Zorros Rd to SH41 Trail

BASE BID					
PAY ITEM NO.	ITEM DESCRIPTION	PAY UNIT	EST. BID QNT.	UNIT PRICE	TOTAL PRICE
2010.4.1.A.1	Mobilization	LS	1	\$	\$
202.4.1.C.1	Clearing and Grubbing	SY	14,335	\$	\$
202.4.5.A.1	Unsuitable Material Removal	CY	250	\$	\$
202.4.6.A.1	Excavation and Embankment	CY	6,805	\$	\$
203.4.1.A.1	Topsoiling (Screening and Placement – 4")	SY	11,212	\$	\$
810.4.1.A.1	Plant Mix Pavement (HMA Trail – 2")	SY	2,236	\$	\$
802.4.1.B.1	3/4" Base Rock	TN	737	\$	\$
901.4.1.A.1	Conduit Installation, 4" Irrigation	LF	104	\$	\$
1006.4.1.B.1	Hydroseed	SY	11,216	\$	\$
1001.4.1.A.1	Site Control	LS	1	\$	\$
1105.4.1.E.1	Trail Signage	EA	6	\$	\$
TOTAL BASE BID					\$

TOTAL BASE BID

_____ (\$_____)

(use words)

BID FORM
City of Post Falls
Kootenai County, Idaho

Prairie Trail Extension Zorros Rd to SH41 Trail

From: _____

To: The Honorable Mayor and Council

Date: _____

Location: City Hall, 408 N. Spokane Street, Post Falls, Idaho 83854

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Bid Documents to perform the WORK as specified or indicated in said Bid Documents.

2. Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those in the Notice of Advertisement for Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period stated in the Notice of Advertisement for Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice of Advertisement for Bids and the Instructions to Bidders.

4. Bidder has examined copies of all the Bid Documents including addenda (if any receipt of all of which is hereby acknowledged).

5. Bidder is familiar with the nature and extent of the Bid Documents, locality, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, and progress and has made such independent investigations, as Bidder deems necessary.

BIDDER has obtained and carefully studied (or assumes responsibility for have done so) All such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents. BIDDER has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, AND THE

Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited

or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

To all the foregoing, and including all Bid Schedule(s) and information required of Bidder contained in this Bid Proposal, said Bidder further agrees to complete the WORK required under the Bid Documents, and to accept in full payment therefore the Bid Price based on the Total Bid Price(s) named in the afore-mentioned Bidding Schedule(s)

The party by whom this proposal is submitted and by whom the contract will be entered into in case the award is made to him:

Bidder (state whether business is a Corporation, a partnership, or an Individual)

The bidder currently possess the appropriate Idaho Public Works Contractor's License Number: _____

Expiration Date: _____

Specialty Construction Categories: _____

Bidder's Address:

State of Incorporation:

Bidder's Phone Number: _____

Bidder's Fax Number: _____

Corporate Address:

Dated: _____

Signature: _____

(SEAL)

Name of Authorizing Official:

Title: _____

Attested By:

Title: _____

ADDENDA ACKNOWLEDGEMENT

ADDENDUM NO

SUBJECT

DATE _____

[illegible]

Date _____

Contractors Signature

EMPLOYMENT OF SUBCONTRACTORS

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work, subject to approval of Owner and Engineer, if Undersigned is awarded the Contract, are as follows:

We intend to employ the following firms as subcontractors for the scope of work as noted:

FIRM NAME AND ADDRESS

SCOPE OF WORK

.....

1. _____

_____ Idaho Public Works License No: _____

2. _____

_____ Idaho Public Works License No: _____

3. _____

_____ Idaho Public Works License No: _____

4. _____

_____ Idaho Public Works License No: _____

5. _____

_____ Idaho Public Works License No: _____

6. _____

_____ Idaho Public Works License No: _____

We represent and warrant that the work will be performed by said subcontractors in a good and workmanlike manner and under our direct supervision. We further represent and warrant that the work to be performed by them does not exceed 80% percent of the total dollar value of said Contract.

Contractor

Date

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto the City of Post Falls, hereinafter called the Obligee, each in the penal sum of five (5%) percent of the total amount of the bid of the principal for the work, this sum not to exceed _____ dollars (\$_____) of lawful money of the United States for the payment whereof unto the Obligee, the principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for the City of Post Falls City Prairie Trail Extension Zorros Rd to SH41 Trail Project.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid documents for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives to the Obligee the performance and payment bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee (1) the full penal sum thereof to be applied against the expenses of preparation and printing of the plans and specifications, estimates of costs and publication of notice, and (2) the difference in money between the total amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal and that nothing of any kind or nature whatsoever shall operate as a discharge or a release of liability of the Surety other than payment of its obligations hereunder.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 20____.

(SEAL)

PRINCIPAL

SIGNATURE OF PRINCIPAL

TITLE OF SIGNATORY

(SEAL)

SURETY

SIGNATURE FOR SURETY

TITLE OF SIGNATORY

AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF IDAHO)
):ss
County of Kootenai)

_____, being first duly sworn, deposes and says that they are the party making the foregoing bid; and that said Contractor is _____ in conformance with Idaho Code 63-15-2; affiant states that they have 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_____.

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

NON-COLLUSION AFFIDAVIT

(THIS FORM TO BE EXECUTED BY EACH BIDDER AND SUBMITTED WITH BID)

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes
and says that he/she is _____
(sole owner, a partner, president, secretary, etc.)

of _____,
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 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 its bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, not paid and will not pay 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 or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State

of _____

Residing at: _____

My Commission expires: _____

ANTI-DISCRIMINATION AFFIDAVIT

STATE OF _____)
)ss
COUNTY OF _____)

The Bidder hereby covenants, stipulates and agrees that no person shall be discriminated against in the bidding of the services and/or materials herein under and that the Bidder shall no refuse to hire any person therefore because of such person's race, creed, sex, color, or national origin, unless based on a bona fide occupation qualification. Also, the Bidder will in no manner discriminate against any person because of such person's race, creed, sex, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

Contractor's Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for the State

of _____

Residing at: _____

My Commission expires: _____

City of Post Falls
Kootenai County, Idaho

Prairie Trail Extension Zorros Rd to SH41 Trail

SECTION 1-B

SUCCESSFUL BIDDER INFORMATION

SUCCESSFUL BIDDER'S CHECKLIST

The Successful Bidder's Checklist is offered to assist the successful bidder in checking that all required documentation is being provided to the Owner.

Following receipt of the Notice of Award from the Owner, the Successful Bidder will complete and return the following documentation before the Notice to Proceed will be issued:

- ____ 1. Completed Agreement
- ____ 2. Completed Performance Bond
- ____ 3. Completed Payment Bond
- ____ 4. Certificates of Insurance
- ____ 5. Completed Idaho Tax Commission WH-5 Public Works Contract Report

This checklist is provided only as a convenience for Bidders and is not intended to be a detailed or complete listing of all actions and documents that may be required. Bidders are advised to carefully read all portions of the Contract Documents and to comply with all requirements.

NOTICE OF AWARD

DATED:

TO:

ADDRESS:

CONTRACT FOR: City of Post Falls Prairie Trail Extension Zorros Rd to SH41 Trail Project.

You are notified that your Bid, dated _____, 2025, is the lowest responsive bid for the above Contract and have been awarded a contract for:

Base Bid for _____ with a Contract Price of your contract is: (written contract price) Dollars (\$XX,XXX.XX).

You must comply with the following conditions precedent within **ten (10)** days of the date of this Notice of Award, that is by _____

You must deliver to the OWNER three (3) fully executed counterpart of the Agreement including all the Contract Documents. This includes the set of Drawings. Contract Documents must bear your signature on the cover page.

1. You must deliver with the executed Agreement the Contract Security (Bonds), Certificate of Insurance and Public Works Contract Report along with this Notice of Award as Accepted, as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions.
2. Please note that your Certificate of Insurance must list those additional insureds as identified in the Supplementary General Conditions.
3. The contract date referenced on the Performance and Payment Bond face **and** the bond date on the bond face **must** match the contract date on the first page of the Standard Form of Agreement. Failure to comply with dates may result in the rejection of bonds and further expense to the Contractor for re-issuance of the bonds with corrected dates.
4. Please complete the Public Works Contract Report within the required thirty (30) days and forward to the Engineer. The Engineer will forward to the Idaho State Tax Commission.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions. OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Within ten days after the "Notice of Award", OWNER will return to you one fully signed photographic copy of the Agreement with the Contract Documents attached.

ACCEPTANCE OF AWARD

CITY OF POST FALLS

(OWNER)

BY: _____

(AUTHORIZED SIGNATURE)

Mayor Ronald G. Jacobson

(TITLE)

(CONTRACTOR)

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

AGREEMENT (CONTRACT)

THIS CONTRACT, made and entered into this _____ day of _____, 20____, between the CITY OF POST FALLS, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and _____, a corporation duly organized and existing under and by virtue of the laws of the state of _____, with its principal place of business at _____, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for PRAIRIE TRAIL EXTENSION ZORROS RD TO SH41 TRAIL PROJECT in Post Falls, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF POST FALLS, as hereinafter set forth, the CONTRACTOR shall perform all of the work as set forth in the said plans and specifications described above, in said City, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Public Works Director, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY 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 of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Worker's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CITY shall indemnify the CONTRACTOR against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

The CONTRACTOR shall furnish the CITY certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney.

The CITY shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of \$_____, as hereinafter provided. Partial payment shall be made on or before the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho

State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79).

The CONTRACTOR shall complete all work and be ready for final acceptance within **Fifty-Seven (57) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY. The Contractor may request NTP any time between the dates of July 11, 2025, and July 28, 2025. Once the CONTRACTOR commences work, all work shall be complete and ready for final inspection within **Fifty-Seven (57) calendar days**. The CONTRACTOR shall complete all work necessary as set forth in the said plans and specifications described above within the above specified time frame.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$3,000.00** per each calendar day that expires after the time specified above until work is substantially completed. In the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of **\$1,500.00** per each calendar day that expires beginning on the eleventh (11th) calendar day after the substantial completion until work is ready for final payment. Liquidated damages sums shall not be construed as a penalty.

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing 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 of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
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 any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred

percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in Section 2 of the Construction Specifications, entitled, "General Conditions and Supplementary Conditions".

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 1) This Agreement (pages 1 to 4 inclusive)
- 2) Performance, Payment, and other Bonds identified as such
- 3) Notice to Proceed
- 4) The Contract Documents as itemized in the Table of Contents of the Construction Specifications.
- 5) Supplementary General Conditions (pages 1 to 12 inclusive)
- 6) ISPWC DIVISION 100 (pages 1 to 58 inclusive)
- 7) Addenda numbers to inclusive
- 8) CONTRACTOR's Bid Package as identified
- 9) Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, (inclusive).
- 10) Exhibit A: Title VI (attached)
- 11) The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns. CONTRACTOR, as required by Idaho Code 44-1002, must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the CONTRACTOR, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR, must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States.

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.

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 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).

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.

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)

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF POST FALLS have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY:

CITY OF POST FALLS

KOOTENAI COUNTY, IDAHO

By: _____
Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

(SEAL)

CONTRACTOR:

By: _____

ATTEST:

(SEAL)

NOTICE TO PROCEED

TO: _____

PROJECT DESCRIPTION: The City of Post Falls intends to construct a continuation of the Prairie Trail, extending from Zorros Rd. to SH41 North. The project will include the construction of a 15ft wide asphalt trail approximately 1300ft in length, and the mass excavation, fill and compaction for the restoration of an area that has previously been used as a material source. The trail will be placed within the previous railroad right-of-way (ROW), which is now owned by the city of Post Falls.

You are hereby notified to commence work in accordance with the Contract Agreement dated _____, on or before _____; you are to substantially complete the Work within _____ calendar days from mobilization to the project site. The date of substantial completion of all Work is therefore _____. You are to complete the Work to be ready for final payment within an additional ____ calendar days. The date of final completion of all Work is therefore _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Dated this _____ day of _____, 20____.

CITY OF POST FALLS, IDAHO

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Contractor: _____

this the _____ day of _____, _____.

Signature: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and (Corp., Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Post Falls, Kootenai County, Idaho, hereinafter called the OWNER, in the penal sum of _____ dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for _____.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER, all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation of this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

ATTEST:

(Principal Secretary)

(Seal)

(Principal)

By: _____
(Title)

_____(seal)

(Witness as to Principal)

(Address)

Attest:

(Surety)

(Attorney in Fact)

(Witness to Surety)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Idaho.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal and (Corp., Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Post Falls, Kootenai County, Idaho, hereinafter called the OWNER, in the penal sum of _____ dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for _____.

NOW THEREFORE, if the Principal shall promptly make the payment to all persons, firms, Subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation to this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

ATTEST:

(Principal Secretary)

(Principal)

(Seal)

By: _____
(Title)

(seal)

(Witness as to Principal)

(Address)

Attest:

(Surety)

(Attorney in Fact)

(Witness to Surety)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Idaho.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

State Tax Commission

PUBLIC WORKS CONTRACT REPORT

Ref No.	Code No.
This space for state use only.	

Section 54-1904A and 63-3624(f), Idaho Code, require all Public Works Contracts to be reported to the State Tax Commission.

Contract awarded by (public body and address)

Contract awarded to (contractor's name and home address)

State of Incorporation	Federal employer number	Date qualified to do business in Idaho (Section 30.501.I.C.)
Business operates as Sole proprietorship Partnership Corporation		Public Works contractor license number
Sales/Use tax permit number	Withholding tax number	Telephone number ()
Project number (if any)	Amount of Contract \$	

Description and location of work is to be performed

Schedules project start date: _____ and completion date: _____

If the following information is not available at this time, please indicate when it will be. _____ Date

This form must be filed with the State Tax Commission within 30 days after a contract is awarded.

ALL SUBCONTRACTORS

1	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as Sole Proprietorship Partnership Corporation	Amount of subcontract \$
	Description of work		
2	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as Sole Proprietorship Partnership Corporation	Amount of subcontract \$
	Description of work		
3	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as Sole Proprietorship Partnership Corporation	Amount of subcontract \$
	Description of work		
4	Name	State of Incorporation	Federal employer number
	Address	Date qualified to do business in Idaho	Public Works contractor number
	City, State, Zip	Business operates as Sole Proprietorship Partnership Corporation	Amount of subcontract \$
	Description of work		

SUPPLIERS

1	Name	Address	Phone number	Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	Tax paid to state. * No tax paid.
2	Name	Address	Phone number	Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	Tax paid to state. * No tax paid.
3	Name	Address	Phone number	Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	Tax paid to state. * No tax paid.
4	Name	Address	Phone number	Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	Tax paid to state. * No tax paid.
5	Name	Address	Phone number	Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	Tax paid to state. * No tax paid.
6	Name	Address	Phone number	Tax paid to supplier.
	Materials and equipment purchased and used:		Total value \$	Tax paid to state. * No tax paid.

*If tax was not paid to suppliers, but WAS or WILL BE reported as "Items Subject to Use Tax" under your permit number, indicate period of

return on which payment WAS or WILL BE reported: _____

If tax was remitted to a state other than Idaho, Name state. _____

If tax is due and has not previously been reported, attach remittance to this form.

Sign Here	Authorized signature	Phone number	Date
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File with the Idaho State Tax Commission, P.O. Box 36, Boise, Idaho 83722
For additional information call (208) 334-7691

PAY REQUEST (SAMPLE)

OWNER NAME					
PROJECT NAME					
CONTRACTOR PARTIAL PAYMENT REQUEST					
Owner:				Contractor:	
Period of				Pay Request Number:	
Request:		to		Date of Pay Request:	
CHANGE ORDER SUMMARY				PAYMENT REQUEST SUMMARY*	
No.	Approved	Additions	Deductions		
				1. Original Contract	\$ -
				2. Change Orders	\$ -
				3. Revised Contract Amount	\$ -
				4. Work Completed	\$ -
				5. Stockpiled Materials	N/A
				6. Retainage (5%)	\$ -
				7. Previous Payments	\$ -
				8. Amount Due (4+5-6-7)	\$ -
Totals		\$ -	\$ -	*Detailed breakdown attached.	
Net Change			\$ -	% of Contract Amount Earned	#DIV/0!
CONTRACT TIMES					
Calendar Dates			Number of Calendar Days		
Starting Date			Substantial Completion		60
Substantial Completion Date			Ready for Final Payment		10
Ready For Final Payment			Change Order Days		
% of Contract Days Expired			Total Calendar Days		70
CONTRACTOR's Certification					
The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under this Contract have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Contractor Partial Payment Requests numbered ___ through ___ inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Partial Payment Request will pass to 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 OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by the Partial Payment Request is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.					
PROPOSED BY CONTRACTOR:			RECOMMENDED BY ENGINEER		
			Welch, Comer & Associates, Inc.		
By:			By:		
Date:			Date:		
APPROVED BY OWNER:					
By:					
Date:					

APPLICATION FOR PAYMENT INSTRUCTIONS

A. GENERAL INFORMATION

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, description 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 Engineer and Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Contract permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage. Refer to Article 14 of the General Conditions for provisions concerning payments to Contractor.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved as provided in paragraphs 2.05.B.3 and 2.07 of the General Conditions, should be reproduced as appropriate 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 installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule 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. LEGAL REVIEW

All accompanying documentation of a legal nature, such as Lien waivers, should be reviewed by an attorney, and Engineer should so advise Owner.

CHANGE ORDER (SAMPLE)

CHANGE ORDER No. _____

PROJECT:
DATE OF ISSUANCE:

STATE:
EFFECTIVE DATE:

OWNER:
CONTRACTOR:
ENGINEER:

You are directed to make the following changes in the Contract Documents:
(supplemental plans and specifications attached)

<u>Item Description</u>	<u>Change in Price</u>	<u>Change in Time</u>
-------------------------	------------------------	-----------------------

JUSTIFICATION:

CHANGE IN CONTRACT PRICE:

Original Contract Price \$ _____

Previous Change Orders	
Change Order No. _____	\$ _____
Change Order No. _____	\$ _____
Change Order No. _____	\$ _____
Net Changes from Previous Change Orders	\$ _____

Contract Price prior to this Change Order \$ _____

Net Increase/Decrease of this Change Order \$ _____

Contract Price with all approved Change Orders \$ _____

CHANGE IN CONTRACT TIMES (days or dates):

Original Contract Times
Substantial Completion: _____
Ready for Final Payment: _____

Previous Change Orders	
Change Order No. _____	_____
Change Order No. _____	_____
Change Order No. _____	_____
Net Changes from Previous Change Orders	_____

Contract Times prior to this Change Order
Substantial Completion: _____
Ready for Final Payment: _____

Net Increase/Decrease of this Change Order

Contract Times with all approved Change Orders
Substantial Completion: _____
Ready for Final Payment: _____

This document will become a supplement to the contract and all provisions will apply hereto.

RECOMMENDED (ENGINEER):

By: _____	Name/Title: _____	Date: _____
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RECOMMENDED (Owner):

By: _____	Name/Title: _____	Date: _____
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ACCEPTED (Contractor):

By: _____	Name/Title: _____	Date: _____
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APPROVED (Agency):

By: _____	Name/Title: _____	Date: _____
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CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

City of Post Falls
Kootenai County, Idaho

Prairie Trail Extension Zorros Rd to SH41 Trail

SECTION 2

SUPPLEMENTARY CONDITIONS

City of Post Falls
Kootenai County,
Idaho

Prairie Trail Extension Zorros Rd to SH41 Trail

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions of the Construction Contract (ISPWC Division 100, 2015 edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01.A.2. Add the following language at the end of Paragraph 1.01.A.2:

The Agreement may also be referred to as "Contract" within these Contract Documents.

SC-1.01.A.3. Add the following language at the end of Paragraph 1.01.A.3:

The Application for Payment form to be used on this Project is included in the contract package.

SC-1.01.A.9. Add the following language at the end of Paragraph 1.01.A.9:

The Change Order form to be used on this Project is included in the contract package.

SC-1.01.A.19. Delete paragraph 1.01.A.19 in its entirety and insert the following in its place:

ENGINEER:

Welch Comer Engineers
330 E. Lakeside Avenue, Suite 101
Coeur d'Alene, ID 83814
(208) 664-9382

who is hereinafter called Engineer and who 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 completion of the Work in accordance with the Contract Documents.

SC-1.01.A.44. Supplement Paragraph 1.01.A.44 as follows:

Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide the Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional, performance and acceptance, testing of systems, and commissioning has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of the Engineer in accordance with the requirements of the Specifications; and (iii) the Acceptance Testing period has been successfully completed without significant interruption, as specified; and (iv) all inspections required have been completed and identified defective Work replaced or corrected.

SC-1.01.A.52. Add the following new paragraph immediately after paragraph 1.01.A.51:

52. *Request for Information* – A written request for information, requiring a written response, to Owner, Engineer, or Contractor, initiated by Owner, Engineer, or Contractor.

SC-2.02. Delete paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to the Contractor a PDF copy of the Contract Documents which will contain plans, specifications and addenda. Contractor is responsible for generating the number of hard copies as deemed necessary by Contractor, including full-size prints of the plans. Conformed documents incorporating responses and Addenda developed during the bidding process will not be provided.

SC-2.03. Delete Paragraph 2.03.A in its entirety and insert the following in its place:

- A. A Notice to Proceed shall be issued to the Contractor establishing the day Contract Times will commence to run. The day indicated on the Notice to Proceed shall be any day after the Effective Date of the Agreement, but in no event will the Contract Times commence to run later than 60 days after the Effective Date of the Agreement. The Owner will work with the Contractor to select a mutually acceptable date that the Contract Times will commence to run within the above time frame.

SC-2.05.B. Add the following new paragraph immediately after Paragraph 2.05.A:

- B. Within the time frame noted in the Notice of Award, the Bidder to whom the award is made, shall execute and return the Agreement and associated exhibits, bonds, insurance forms etc, and as required by funding agencies in the required number of copies.

SC-3.01. Add the following new paragraphs immediately after Paragraph 3.01.C:

- D. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as “the Contractor shall,” “in conformity with,” “as shown,” or “as specified” are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of a section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra work.
- E. The cross referencing of specification sections under the subparagraph heading “Related Sections include but are not necessarily limited to:” and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

SC-4.01.B. Delete the paragraph in its entirety.

SC-4.05.A Add the following to the end of the paragraph:

- A. At the discretion of the Owner, any stakes or benchmarks that are not protected by the Contractor and are ultimately destroyed or disturbed by the Contractor will be replaced by the Owner and the cost charged to the Contractor.

SC-4.05. Add the following new paragraph immediately after Paragraph 4.05.A:

- B. The Owner shall provide engineering surveys to establish the following reference points for construction control: As indicated in the Contract Documents.

SC-4.06.D Revise the first sentence as follows:

"If Contractor encounters a Hazardous Environmental Condition, Contractor shall immediately:

(i) secure...”

SC-4.06.G Delete Paragraph 4.06.G in its entirety.

SC-5.03 Delete Paragraphs 5.03.B and 5.03.D in their entirety.

SC-5.04.C. Add the following new paragraph immediately after paragraph 5.04.B:

- B. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation and related coverages under paragraphs 5.04.A.1. and 5.04.A.2 of the General Conditions:
- a. State: Statutory
- b. Applicable Federal

- (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$1,000,000
2. Contractor's General Liability under paragraphs 5.04.A.3. through 5.04.A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
- a. General Aggregate \$2,000,000
- b. Products - Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- c. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
- d. Excess or Umbrella Liability
- ☐ General Aggregate \$1,000,000
- ☐ Each Occurrence \$_____
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
- a. Combined Single Limit of \$1,000,000
4. The Contractual Liability coverage required by Paragraph 5.04.B.3 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
- Each person \$1,000,000
- Each Accident \$1,000,000
- b. Property Damage:
- Each Accident \$1,000,000
- Annual Aggregate \$1,000,000

SC-5.06 CONTRACTOR shall purchase and maintain property insurance upon the Work at the site. Consequently, delete Paragraph 5.06.A regarding OWNER-provided property insurance; retain Paragraph 5.06.A regarding CONTRACTOR-provided property insurance.

SC-5.07 Delete Paragraphs 5.07.A, B and C in their entirety.

SC-5.09 Delete Paragraph 5.09.A in its entirety and insert the following:

- A. If Owner has any objection to the overage afforded by or other provision of the bonds or insurance required to be purchased and maintained in accordance with Article 5 on the basis of non-conformance with the Contract Documents, Owner so notify Contractor in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide such additional information in respect of insurance provided may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required by the Contract Documents, Contractor shall notify Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

SC-5.10. Add the following new paragraphs immediately after Paragraph 5.10.A:

- B. The property insurance shall contain no partial occupancy restriction for utilization of the Project by the Owner for the purpose intended.
- C. All insurance required by the Contract Documents, or by law or regulations shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by Owner, until all Work included in the agreement has been completed and final payment has been made.
- D. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from his operations under the Contract. Contractor agrees that he alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.

SC-6.02.B. Add the following to the end of Paragraph 6.02.B of the General Conditions:

Contractor (and Subcontractors) regular working hours for noisy operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m weekdays only, unless otherwise approved by the Owner. Other construction activities not generating significant noise including the warming up, repair, arrival, departure or running of trucks, earthmoving equipment, construction equipment and any other associated equipment shall be limited to the period between 7:00 a.m. and 7:00 p.m. weekdays only, unless otherwise approved by

the Owner.

SC-6.07.B. Add the following immediately following Paragraph B:

1. The Owner's liability shall be limited under this Article to their actions.

SC-6.17. Amend all paragraphs of 6.17 by striking out "review and approval" and replacing with "review for general compliance with the design intent."

SC-6.17.D. Add the following new paragraphs immediately after Paragraph 6.17.D.3:

4. Engineer's review of Shop Drawings and Samples, Standard Specifications and descriptive literature submitted by Contractor will be only for general conformance with design concept, except as otherwise provided, and shall not be construed as:
 - a. permitting any departure from the Contract Requirements;
 - b. relieving Contractor of the responsibility for any error in details dimensions or otherwise that may exist in such submittals;
 - c. constituting a blanket approval of dimensions, quantities, or details of the material or equipment shown; or
 - d. approving departures from additional details or instructions previously furnished by Engineer. Such check or review shall not relieve Contractor of the full responsibility of meeting all of the requirements of the Contract Documents."

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-6.20.A. Amend the first sentence of Paragraph 6.20.A to read as follows:

"...Contractor shall indemnify and hold harmless Owner and the officers..."

SC-6.20.B. Amend the first sentence of Paragraph 6.20.B to read as follows:

"In any and all claims against Owner or any of Owner's officers..."

SC-8.02.A. Amend Paragraph 8.02.A by striking out the following words:

"...to whom Contractor makes no reasonable objection,..."

SC-9.03. Add the following new paragraphs immediately following Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
 - 1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - 4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - 5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - 6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 - 7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's

work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in 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 Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. Inspections, Tests, and System Startups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. Records:

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

10. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these

documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the project in whole or in part.

SC-12.01 C.2.a. Add the following to the end of Paragraph 12.01.C.2.a. as follows:

said 15 percent shall include all taxes and any additional insurance and bond costs.

SC-12.01 C.2.b. Add the following to the end of Paragraph 12.01.C.2.b. of the General Conditions as follows:

said five percent shall include all taxes and any additional insurance and bond costs.

SC-12.01 C.2.c. Add the following to the end of Paragraph 12.01.C.2.c. of the General

Conditions as follows:

except the maximum total allowable cost to OWNER shall be the Cost of the Work plus a maximum collective aggregate fee for CONTRACTOR and all tiered Subcontractors of 20 percent.

SC-12.03.A Add the following to the end of Paragraph 12.03.A of the General Conditions:

Time extensions will not be granted for rain, wind, flood, or other natural phenomena of normal intensity for the locality where Work is performed. For purposes of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for a minimum continuous period of at least one-fourth of the Contract Time involved with the average of the preceding 5-year climatic rate during the same time interval based on U.S. Weather Bureau Statistics for the locality where the Work is performed.

SC-13.07.A. Modify the last sentence of Paragraph A as follows:

- A. "...contemplated in Paragraph 6.11.A.3 found to be defective, Contractor shall within 7 days of written notification from Owner, propose a solution back to Owner, and within 14 days implement the solution, without cost to Owner and in accordance with the Owner's written instructions."

SC-13.07.B. Delete the first sentence of Paragraph B and insert the following:

" If Contractor does not address the defective Work within the timelines established in 13.07.A and comply with the terms of Owner's written instructions, or in an emergency case where delay would cause serious risk, of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced."

SC-14.02.C.1 Delete paragraph 14.02.C.1 of the General Conditions in its entirety and insert the following in its place:

- 1. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D and upon release of funds from the Funding Agencies) become due, and when due will be paid by Owner to Contractor.

SC-14.07.C.1. Revise the first sentence of Paragraph 14.07.C.1 as

follows: "Forty-five days after the presentation "

SC-14.07.C.1. Add the following language at the end of Paragraph 14.07.C.1:

"Final payment shall not be made until the State Tax Commission issues and the Owner receives a tax release stating that all taxes have been paid."

SC-15.04.A: Revise the first sentence as follows:

"...submitted, or (iii) Owner fails for 45 days to pay Contractor..."

SC-15.04.B: Revise the first sentence as follows:

“...submitted, or Owner has failed for 45 days to pay Contractor...”

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

C. If the Claim is not resolved by mediation, Engineer’s action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to demand arbitration of the Claim, pursuant to Paragraph SC-16.02; or
2. agrees with the other party to submit the Claim to another dispute resolution process.

SC-16.02 Add the following new paragraph immediately after Paragraph 16.01.

SC-16.02 *Arbitration*

A. All Claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for Claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) including but not limited to those not resolved under the provisions of Paragraphs SC-16.01A and 16.01.B will be decided by arbitration in accordance with the rules of the American Arbitration Association, subject to the conditions and limitations of this Paragraph SC-16.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph SC-16.01.C, and in all other cases within a reasonable time after the Claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim or other dispute or matter in question would be barred by the applicable statute of limitations.

C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer’s consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to

the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Controlling Law relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.01 Add the following language at the end of Paragraph 17.01.A.2

3. delivered by email, if the parties agree or through practice.

SC - 17.07 Add the following language as a new paragraph 17.07

Additional Requirements of the State of Idaho

A. General

1. The clauses contained in this article are required by the State of Idaho. The inclusion of these clauses in this Agreement by the Owner does not indicate the Owner's support or opposition to these clauses nor Agreement 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.

B. Certification Concerning Boycott Israel

1. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code 67-2346 shall have the meaning defined therein.

C. Government of China

1. 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. Certification Concerning Abortion Providers

1. 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).

SC – 17.08 Add the following language as a new paragraph 17.08

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice; or
3. Delivered in writing to the to the recipient by electronic transmission if a method for electronic transmission is set forth in the agreement, or through common practice by the parties, with the words "Formal Notice" or similar in the electronic transmission's subject line.

END OF SECTION

City of Post Falls
Kootenai County, Idaho

Prairie Trail Extension Zorros Rd to SH41 Trail

SECTION 3

TECHNICAL SPECIFICATIONS

SECTION 3 TECHNICAL SPECIFICATIONS

The work performed shall be done in accordance with the Idaho Standards for Public Works Construction, 2020 Edition, herein after referred to as Standard Specifications, the City of Post Falls Standard Drawings and, the Special Provisions, the approved Plans, and, the Stormwater Pollution Prevention Plan (SWPPP), if applicable.

In the case of a conflict between the Standard Specifications, the City of Post Falls Standard Drawings and the Special Provisions; the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Where the Plans, Specifications, Standard Drawings, or Special Provisions describe portions of the work in general terms, but not in complete detail; it is understood that the item is to be furnished, installed complete, and installed in place. Only the best general practice is to prevail. Only materials and workmanship of the highest quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals; and do all the work involved in executing the Contract.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following amendments to the Standard Specifications take precedence over the Standard Specifications outlined in ISPWC (2020 Edition).

DIVISION 200 – EARTHWORK

Section 201 – Clearing and Grubbing

Part 3 WORKMANSHIP

3. REMOVAL OF OBSTRUCTIONS

B. Removal and Disposal

Add the following;

3.3 REMOVAL AND DISPOSAL OF MATERIALS

A. Protection

1. Locate and protect all live utilities from damage.
2. Protect benchmarks and survey monuments from damage and displacement
3. Exercise care to ensure areas outside the construction limits remain undisturbed.
4. Satisfactorily restore any damage to existing facilities or structures resulting from carelessness or negligence by the Contractor to their original condition at the Contractor's expense.

B. Salvage Material

1. Topsoil shall be stripped and stockpiled onsite for reuse. The contractor shall keep topsoil material separated and free from unwanted debris.
2. Structural fill that is encountered during clearing and grubbing related work shall be stockpile and retained onsite for reuse (keep structural fill separated from topsoil and unsuitable materials).

C. General

1. Complete the removal to the limits shown on the Contract documents or as directed by the Engineer.
2. Unless otherwise specified, all removed material shall become the responsibility and property of the Contractor if not otherwise specified.

3. Dispose of unusable material outside the construction limits in an approved location in accordance with all local, state, and federal regulations.
4. Dispose of unusable material in such a manner that no unsightly appearance will result.
5. Copies of the disposal agreement with property owners are to be furnished to the Owner upon request.

Section 202 – Excavation and Embankment

4. EMBANKMENT CONSTRUCTION

B. Construction Requirements

Add the following;

13. All compaction testing shall use the Modified Proctor.

Section 202 – Excavation and Embankment

Part 3 Workmanship – Add the following:

- F. Material sourced onsite may require screening for the removal of unwanted debris and or oversized aggregate material (in excess of 6-inches in diameter) prior to final placement.

Section 3.2, Part B. Add the following:

13. Contractor shall reference the geotechnical report for this project for onsite soil characteristics and recommendations for material placement and compaction.
14. It is assumed that all fill material will be generated onsite. Site preparations for the placement of fill material are considered the responsibility of the contractor if not otherwise addressed in another bid item.
15. When unforeseen or unsuitable materials are encountered or discovered onsite, removal of such material will be captured by bid item 202.4.5.A.1.
16. The owner and or engineer of record reserve the right to direct the contractor to remove unwanted material as deemed necessary.

Replace Part 4.5 with the following:

- A. Unsuitable Material Excavation: By the cubic yard measured in loose in truck by onsite inspection. Unsuitable materials are identified as materials deemed not adequate for structural fill or materials that pose an increased risk of settlement if not removed prior to the placement of additional fill. These materials may be identified using the discretion of the owner or engineering representative. Includes all labor and equipment necessary for the excavation, removal, loading, hauling, and disposal of unsuitable material offsite.
 1. Bid Schedule Payment Reference: 202.4.5.A.1
 2. Bid Schedule Excavation Description: Unsuitable Material Removal...cubic yard (CY).

Replace Part 4.6 with the following:

- A. Excavation and Embankment: By the cubic yard (plan quantity), measured in final compacted position when compared with design surface information (furnished by the design engineer). Includes full compensation for all material excavation, stockpiling, handling, labor, equipment necessary for completing the work and all appurtenances not itemized on the Bid Schedule.

Material quantity take-off (QTO) estimates were performed using CAD software and do not include any shrink or swell factors. Topsoil and unsuitable materials were not removed from the calculated project quantity.

B.

1. Bid Schedule Payment Reference: 202.4.6.A.1
2. Bid Schedule Excavation Description: Excavation and Embankment...cubic yard (CY).

Section 203 – Soil Materials

Remove Part 4 and replace with the following:

4.1 Use the following unit price as designated on the bid schedule for topsoil.

- A. Topsoiling: By the SY (Plan quantity): Contractor shall screen topsoil material taken from the site. Remove all aggregate over 1" in diameter prior to material placement. Topsoiling (4") including all labor and material handling required to remove, stockpile, screen, place, and complete the topsoil placement in areas identified in the plans.

1. Bid Schedule Payment Reference: 203.4.1.A.1
2. Bid Schedule Excavation Description: Topsoiling (4")...square yard (SY).

Section 206 Permanent Erosion Control

Part 2 MATERIALS

Add the following:

2.9 Standard Park Seed

- A. Fertilizer: Contractor to use a 16-16-16 with at least 6 percent sulfur and minimum 50 percent slow release. Recommended rate for seeding: 5 lbs / 1000 sqft.
- B. Hydroseed: Recommended rate for seeding: minimum 6 lbs /1000 sq.ft. The rate of tackifier and hydraulically application erosion control product shall be per the manufacturer's recommendations. Mulch to be installed at 1500 lb/acre. Paid for by plan quantity as indicated or described here on: Contractor shall hydroseed all disturbance areas for permanent erosion control. Plan quantities have been generated using the disturbance limits indicated on the plans.

Hardy Lawn Mix:

Grass	Percent by Weight
SPF 30 KENTUCKY BLUEGRASS	30
CHARIOT HARD FESCUE	30
VNS SHEEP FESCUE	30
ORACLE CREEP FESCUE	25

General Notes:

1. The seed is to be delivered to the job site in unopened bags bearing the seed suppliers tag showing the proportions and mix components of the seed contained in each bag, including the area to be covered.
2. Hydroseed – provide fresh, clean, new crop seed complying with tolerances of purity and germination established by the official seed analysis of North America.

DIVISION 800 – AGGREGATES AND ASPHALT

Section 802, Part 3.5 B, Add the following:

4. Tolerances for top of base rock under paving, do not alleviate the Contractor's responsibility to provide the minimum paving thicknesses specified in Section 810.

DIVISION 810 – PLANT MIX PAVEMENT

Replace Section 810 in its entirety with the following:

Part 1 GENERAL

1.1 SECTION INCLUDES

- A. This work consists of constructing one or more courses of Superpave Hot Mix Asphalt (HMA) in accordance with these specifications, Section 405 of the ITD Standard Specifications, and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or in the Contract Documents.

1.2 RELATED SECTIONS

- A. Section 706 – Other Concrete Construction
- B. Section 802 – Crushed Aggregate
- C. Section 803 – Plant Mix Aggregate
- D. Section 805 – Asphalt
- E. Section 813 – Fog Coat
- F. Section 814 – Plant Mix Pavement Pay Factor
- G. Section 405 of ITD Standard Specifications, most recent version
- H. Section 703.05 of ITD Standard Specifications, most recent version

1.3 REFERENCES

- A. AASHTO Standard Specifications for Transportation and Methods of Sampling and Testing, most current edition as of the first advertising date.
- B. Western Alliance for Quality Transportation Construction (WAQTC), most current edition as of the first advertising date.
- C. Idaho Transportation Department, Standard Specifications for Highway Construction, most recent edition as of the first advertising date.
- D. Idaho Transportation Department, Supplemental Specifications, most recent edition as of the first advertising date.
- E. Idaho Transportation Department, Standard Quality Assurance Special Provision, most recent edition as of the first advertising date.

1.4 DEFINITIONS

- A. "ITD Specifications" is defined as the Idaho Transportation Department, Standard Specifications for Highway Construction, most recent edition and the Idaho Transportation Department, Supplemental Specifications, most recent edition.

Part 2 MATERIALS

2.1 HOT MIX ASPHALT DESIGN

- A. The Contractor shall furnish a job mix formula (JMF) for a Superpave HMA pavement that complies with Superpave mixture requirements per ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials, Table 1 – Superpave Mixture Requirements. The mix shall be the class of Superpave and have the maximum aggregate size stated in the

Measurement and Payment Section. The job mix shall be 1) previously tested and approved by the Idaho Transportation Department or 2) prepared by an Accredited Superpave Mix Design Technician and stamped by an Engineer licensed in the State of Idaho.

- B. Furnish gradation test reports and applicable fracture count reports for all material in stockpiles. Furnish new JMF design test reports whenever new stockpiles are made which have gradations that are not possible to blend to the overall gradation of the existing JMF design.
- C. Submit mix design documentation and paving plan for review a minimum of seven (7) days prior to commencement of work. Production paving shall not begin until the Engineer has found no exception with the Contractor's Job Mix. Paving plan shall include, but is not limited to, the following: number of crews, number of trucks, progression of work, haul route, joint layout, quality control, and roller pattern.
- D. The Contractor shall use an Idaho Transportation Department approved aggregate commercial source.
- E. An acceptance test strip and test strip sampling are not required.

2.2 AGGREGATES

- A. The aggregates shall comply with criteria in the ITD Specifications Section 703- Aggregates, Subsection 703.05 Aggregate for Superpave HMA Pavement.
- B. The Superpave HMA Pavement mix design shall utilize either ½-inch (SP2) or ¾-inch (SP3) nominal maximum aggregate size, as stated in the Measurement and Payment.

2.3 RECYCLED ASPHALT PAVEMENT (RAP)

- A. Only Category 1 RAP, as defined in ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials, will be permitted.
- B. In mix designs where the RAP percentage exceeds 17%, a binder grade adjustment per ITD Specifications Section 405-Superpave Hot Mix Asphalt, Subsection 405.02 Materials is required. The percentage of RAP shall not exceed 30%.
- C. RAP shall comply with criteria in the ITD Specifications Section 720.07.

2.4 ASPHALT

- A. Asphalt per Idaho ITD Specifications Section 702.01 Asphalt.

2.5 ANTI-STRIPPING ADDITIVE

- A. All Superpave HMA designs shall use a minimum one-half percent approved liquid anti-stripping additive by weight of asphalt. Lime may be used as the anti-stripping additive, if it was included in the job mix design.

2.6 TACK

- A. Tack shall be diluted slow breaking asphalt emulsion CSS-1, STE-1, or approved equal.

Part 3 WORKMANSHIP

3.1 PRE-PAVING CONFERENCE

- A. At the discretion of the Engineer, a pre-paving conference will be held to review equipment, placement, testing, joint placement, and other quality control or acceptance criteria. The paving foreman and testing company

representative shall be present. Not holding a pre-paving conference does not relieve the Contractor from conformance with these specifications.

3.2 MIXING PLANT

- A. The mixing plant shall be a commercially manufactured plant capable of producing a uniform mixture and conforming to the following requirements:
 - 1. Plant scales shall conform to ITD Specifications Section 109.01.
 - 2. Plant to be equipped with dryer or dryers that continually agitate the aggregates during the heating process.
 - 3. Provide for satisfactory means of weighing or metering for obtaining and checking the amount of asphalt in the mix.
 - 4. Asphalt control unit to be interconnected with the aggregate in feed control and be capable of delivering asphalt to the mix within $\pm 2\%$ of the intended quantity throughout the range of plant operation.
 - 5. Produce mix for delivery into trucks at consistent temperature ranges as specified in ITD specifications.

3.3 EXAMINATION

- A. Verify that saw cut edges are straight and vertical. If additional saw cutting is required to achieve acceptable condition prior to paving, the Contractor shall do so at no additional cost to the Owner.
- B. If paving on base aggregate, verify that the areas are graded, compacted, and ready to support paving and imposed loads. Fine grading, as required, shall be accomplished immediately prior to paving. Base course shall be approved by the Owner prior to paving.
- C. Apply a thin, uniform asphalt tack coat to the surfaces of curbing, gutters, manholes, asphalt cement pavement, Portland cement pavement, and other structure pavement that abut the new pavement in accordance with ITD Specifications Section 401.
- D. If paving on existing asphalt surface, verify that the surface is clean and a tack coat has been applied in accordance with ITD Specifications Section 401.
- E. Verify utility valve boxes, vaults, manholes, or other appurtenances in the road surface are adjusted to the appropriate grade.

3.4 HAULING

- A. Trucks used for hauling plant mix to have tight, clean, smooth, metal beds.
- B. All trucks equipped with suitable covers to protect the mixture from adverse weather, temperature, or long hauls.
- C. Contractor shall confirm that the mix is delivered to the paver at consistent temperatures (typically within 25°F) that are conducive to achieving compaction requirements given the ambient and surface temperatures, proposed equipment, and staging.
- D. Stage delivery of material and speed of paver so that the paver only stops for unusual circumstances. Frequent stopping of paver and creation of frequent cold joints is grounds for rejection of pavement. A joint is considered a cold joint when the temperature of the previously laid material has cooled to 175°F or less.

3.5 PAVER

- A. Paver to be self-propelled with an activated heated screed.

- B. All screed extensions to be activated and headed except for shoulder widening not exceeding one foot.
- C. Extended screeds shall be equipped with corresponding auger and tunnel extensions to ensure a uniform head of fresh material across the entire screed.
- D. Screed to be equipped with automatic controls capable of adjustments in both transverse and longitudinal directions.
- E. Sensing device to be adaptable to picking up grade from a string line, rail, or ski.
- F. Maintain, to the extent possible, a continuous, non-stopping paving operation. Frequent stopping of paver is grounds for rejection of pavement.

3.6 ROLLERS

- A. Rollers to be of the steel wheel, vibratory or pneumatic tire type in good condition and capable of reversing direction.
- B. Provide the sufficient number of rollers to achieve compaction and testing of joint smoothness before mix falls below 185°F.
- C. Equipment that causes excessive crushing of the aggregate is not allowed.
- D. Rollers producing pickup, washboard, uneven compaction, or other undesirable results are not allowed and will be grounds for rejection of the pavement.
- E. Vibratory rollers with pneumatic tired drive wheels to have smooth tires that leave no visible tracks.
- F. To prevent adhesion of mixture, keep roller wheels moistened with water.
- G. Do not operate vibratory rollers in vibratory mode when checking or cracking of the mat occurs.
- H. Protect adjacent concrete or other structures from damage.
- I. Compacting or recompacting the pavement with vibratory rollers after the pavement temperature has fallen below 185°F is prohibited.

3.7 SPREADING AND FINISHING

- A. Do not use fuel oil or other petroleum-based oil as a release agent on any equipment.
- B. Paving equipment and trucks shall be in accordance with ITD Specifications Section 405.
- C. Install work in accordance with ITD Specification 405.
- D. Base course surface must be approved prior to placing mixture. Approval of the base course does not alleviate the Contractor from meeting plant mix thickness requirements.
- E. Place pavement in lifts as required in the Contract Documents. Minimum ratio of lift thickness to nominal maximum aggregate size (t/NMAS) is 3 unless otherwise approved by Engineer. Maximum (t/NMAS) ratio is 6 for mixes with maximum nominal aggregate size of 1/2" or less, 5 for mixes with maximum nominal aggregate size greater than 1/2".
- F. Apply a thin, uniform asphalt tack coat to the existing asphalt, if the asphalt is not new. Tack is not required between two new lifts of asphalt.
- G. Apply a thin, uniform asphalt tack coat to the surfaces of curb, gutters, manholes, saw cuts, other concrete, and other structures where pavement will abut.

- H. In areas inaccessible to rollers, use mechanical tampers or other approved compactors.
- I. The Contractor may employ testing personnel to assist in the compactive effort; however, the nuclear densitometer test results during paving operations have no bearing on the acceptability of the compacted plant mix and results during paving shall not be delivered to the Engineer.
- J. The finished pavement shall have a smooth, well-graded, dense surface. Open graded or unsmooth surfaces will be grounds for rejection.

3.8 JOINTS

- A. Allow for no more than one cold longitudinal joint per lane excluding tapers, unless otherwise approved.
- B. Place cold longitudinal joint at the centerline of the roadway for the top course of plant mix, unless otherwise approved. For lower courses, stagger cold joint and offset 6 inch to 1 foot from the centerline of the roadway.
- C. A joint is considered a cold joint when the temperature of the previously laid material has cooled to 175°F or less.
- D. Test all joints for smoothness using an approved 10-foot straight edge in accordance with Section 3.14. Make any necessary corrections before material drops below 185°F.
- E. Do not allow rollers to pass over the unprotected edge of freshly laid mixes.
- F. Cut back on previous run to expose a vertical edge, full depth of the course for transverse joints.

3.9 WEDGE MILLING

- A. When indicated on Plans, start at the surface and continue into the adjoining pavement at a 200:1 maximum slope until a vertical edge equal to 0.15 feet is reached.
- B. Consider transitions to ramps and crossroads as transverse joints.
- C. Taper transitions between overlays and approaches to form a smooth transition while maintaining drainage.

3.10 WEATHER LIMITATION

- A. The cut-off for placing plant mix paving is October 15 of each construction season, unless otherwise approved by the Owner. Approval of paving beyond October 15 does not alleviate the Contractor from meeting the conditions in this specification. If the Contractor's schedule does not allow for paving within the paving window or within environmental limitations, the Contractor shall place sacrificial plant mix pavement that is removed and replaced at no additional cost to the Owner when weather conditions are favorable the following construction season.
- B. Do not place plant mix against any wet or frozen surfaces, nor use frozen aggregates in the mix.
- C. Do not place plant mix when weather or surface conditions otherwise prevent the proper handling or finishing of the plant mix material.
- D. Do not start existing asphalt removal or otherwise alter the surface of existing asphalt surface unless the progress schedule realistically shows that the pavement can be replaced or completed within weather limitations in the specifications.

- E. The available schedule set forth in Contract Documents does not alleviate the Contractor's responsibility to complete paving within the environmental requirements.
- F. Place plant mix only when the air and surface temperatures are in accordance with Table 1 and rising, unless otherwise approved by the Owner.

Table 1
Air and Surface Temperature Limitations

Compacted Thickness of Individual Courses	Top Course	Leveling and Courses Below the Top Course
Less than 1.2 inch	60° F	50° F
1.2 inch to 2.2 inches	50° F	40° F
Over 2.2 inches	40° F	40° F

3.11 COMPACTION

- A. The contractor shall have their own quality control to aid in compaction. The Owner will provide quality control testing for compaction and mix characteristics.
- B. The Engineer will use WAQTC-certified testing personnel that have the staffing, equipment, and laboratory availability to meet the testing timing requirements.
- C. Testing personnel shall take a sample of the mix and test for Rice density each day of paving. Two tests shall be run with the resulting Rice density for the day being the average of the two tests. The Rice density shall be reported to the engineer within 24 hours of paving. Not receiving Rice density shall be grounds for withholding payment.
- D. Acceptance of the roadway paving density will be based on the density of cores taken from the finished pavement in accordance with AASHTO R 67 in the Engineer's presence. Immediately submit the cores for testing.
- E. Determine the density of the cores using AASHTO T 166 Method A or AASHTO T 331. For paving with more than one lift, provide a composite core of the full paved section rather than splitting the core into separate lifts.
- F. The asphalt shall be compacted to a minimum density of 92 percent of the Maximum Theoretical Density based on the day's Rice Density results.
- G. Minimum number of cores:
 - 1. For projects with 1000 SY of paving or more, obtain one (1) core for every 1000 SY of paving or a minimum of five (5) cores total, whichever is greater. Cores shall be randomly located by the Engineer. Projects in this category have the option to correlate a nuclear densitometer in accordance with WAQTC TM 8 to a minimum of five (5) cores and test with the nuclear densitometer at a frequency of one test per every 300 SY. Provide evidence of gauge correlation process and only use the correlated gauge in testing operations.
 - 2. For projects with more than 400 SY, but less than 1,000 SY of paving, a minimum of three (3) cores. Cores shall be randomly located by the Engineer.
- H. Location of Cores

1. Engineer will provide random locations.
2. Whenever possible, do not take cores in the wheel path.
3. Cores shall be performed a minimum distance of 12 inches from joints.

3.12 THICKNESS

- A. Cores shall be obtained using WAQTC certified staff in accordance with AASHTO R 67 and measured by calipers and averaging four (4) different readings on a single core. Provide documentation of the measurements and results to the Engineer within 24 hours.
- B. Acceptability of any one core:
 1. For finished pavement thickness of 3 inches or less (as depicted on the Plans), the allowable deviation is 0.5 inches.
 2. If an individual core does not meet the acceptability criteria, additional cores in the immediate vicinity can be required by the Engineer, at no additional cost to the Owner, to verify the extents of an area of concern.
- C. Thickness Deficiency Tolerance
 1. Other than isolated areas described in 3.12.A, the average thickness of all cores shall not be less than the thickness specified in the Plans.
 2. No additional payment shall be made for plant mix pavement placed in excess of the thicknesses shown on the plans.

3.13 WIDTH

- A. In areas where paving is not bounded by curbs or other barriers, width shall be measured every 25 linear feet. Width deficiency tolerance shall not be greater than four (4) inches in any one location or an average of two (2) inches over the project length.
- B. No payment shall be made for plant mix pavement placed in excess of the width shown on the Plans.

3.14 SMOOTHNESS

- A. Straight-Edge Requirements
 1. Straight edge to be an approved device 10 feet in length.
 2. Perform straight edge test in areas to be determined by Engineer and randomly along the project length.
 3. Paving is acceptable when straight edge is laid on the finished surface in a direction parallel or perpendicular to the centerline and the surface variation is less than 0.25 inch from the lower edge over the length of the straight edge.

3.15 MIX QUALITY ANALYSIS

- A. For SP-2 mixes and total asphalt paving quantity of 400 SY or more, the Engineer shall test the Plant Mix Aggregate Gradation and Asphalt Binder Content using WAQTC certified staff and provide the Engineer with results within 48 hours.
- B. For SP-3 and SP-4 mixes and total asphalt paving quantity of 400 SY or more, the Engineer shall test Air Voids at N_{des} and voids in mineral aggregate (VMA) at N_{des} using WAQTC certified staff.
- C. Quality Characteristic Limits: The upper and lower specification limits for Superpave quality characteristics will be set by Table 2.

Table 2
Quality Characteristic Limits

Quality Characteristic	Limits				
SP 1 and SP 2 mixtures					
No.4 (4.75 mm) sieve and larger sieves, %	C-JMF value $\pm$ 5.0				
No. 8 (2.36 mm) to No. 30 (0.60 mm) sieves, %	C-JMF value $\pm$ 4.0				
No. 50 (0.30 mm) to No. 100 (0.15 mm) sieves, %	C-JMF value $\pm$ 3.0				
No. 200 (0.075 mm) sieve and smaller sieves, %	C-JMF value $\pm$ 1.5				
Asphalt Binder Content, %	C-JMF value $\pm$ 0.3				
SP 3 – SP4 mixtures					
Laboratory Air Voids, % N_{design}	4.0 $\pm$ 1.0				
	Nominal Max. Aggregate Size				
Minimum VMA, % at N_{design}	1 1/2"	1 "	3/4"	1/2"	3/8"
	11.0	12.0	13.0	14.0	15.0

**JMF = Job Mix Formula*

- D. Minimum testing requirements are one (1) test each day of paving.
- E. The Engineer shall run a Rice Gravity test in accordance with AASHTO TP-68 each day of mainline paving.

3.16 ACCEPTANCE

- A. HMA that does not meet mix quality characteristics, thickness, width, smoothness, or density tolerance limits shall be removed and replaced at no additional cost to Owner, except as specified in parts B and C, and unless otherwise approved by Owner.
- B. When density is the only quality criteria unmet, at the Owner's discretion, the density portion of 2020 ISPWC Section 814 may be applied for acceptance with a deductive change order. In no instance will Section 814 be used to pay the Contractor an incentive. Plant mix with a density pay factor of less than 0.75 will be rejected and removed and replaced at no additional cost to Owner. The portions of Section 814 regarding gradation and binder content do not apply.
- C. When thickness tolerance is the only quality criteria unmet, a deductive change order will be addressed as follows:

	Less than 3" Mat			3" Mat or greater		
Thickness Deficit (in)	>0 and <0.2	$\geq$ 0.2 and <0.5	0.5 or greater	>0 and <0.25	$\geq$ 0.25 and <0.5	0.5
Pay Reduction Percentage	10%	25%	100%	10%	25%	100%

- D. Asphalt that is, in the opinion of the Engineer or Owner, excessively open graded or otherwise unsatisfactory in appearance, shall be removed and replaced at no additional cost to Owner unless otherwise approved by Owner.

Part 4 MEASUREMENT AND PAYMENT

- 4.1 Includes all labor, material, and equipment required to perform the work. Work includes fine grading base as needed, additional saw cutting (if applicable), Superpave HMA of the class specified, job mix design, additives, tack coat, loading, hauling, placing, compacting, and filling the holes from coring, and finishing asphalt and all other necessary items required to perform the work as specified.
 - A. Plant Mix Pavement: By the square yard (plan quantity).
 - 1. Bid Schedule Pavement Reference: 810.4.1.A.1
 - 2. Bid Schedule Description: Plant Mix Pavement (HMA Trail SP-2 or 3, ½" max aggregate)...Square Yard (SY)
 - 3. The quantity of paving shall be considered a plan quantity based on neat line from CAD. No additional payment will be made for widths or thicknesses outside those shown on the plans.

DIVISION 900 – PRESSURE IRRIGATION

Section 901 – Pressure Irrigation Pipe and Fittings

Part 4 MEASUREMENT AND PAYMENT

Replace 4.1. A with the following:

- A. Install Irrigation Conduit: Measurement and payment on per horizontal linear foot for 4" 3034 conduit installed. Conduits shall be installed a minimum of 24" below finish grade and extend a minimum of 12" past the edge of pavement. Payment includes all material, labor, and equipment required to complete the work. All conduits shall be capped at both ends and marked with a 2x4 location post. Includes all labor, materials and equipment to provide the work, as specified. If required and not listed in the Bid Schedule, the following items are to be considered incidental to other Bid Items.
 - 3. Bid Schedule Payment Reference: 901.4.1.A.1
 - 4. Bid Schedule Description: Irrigation Conduit...per linear foot (LF).

DIVISION 1000 – CONSTRUCTION STORMWATER BMPS

Section 1007 Slope Stabilization

Part 2 MATERIALS

Contractor shall hydroseed all disturbed areas of the project using the seed mix identified in Section 206 Permanent Erosion Control.

DIVISION 1100 – TRAFFIC

Section 1105 Permanent Traffic Signing

Part 4 MEASUREMENT AND PAYMENT

Add the following to 4.1:

- E. Trail Signage: per the each installed on new type E post. Use the appropriate post size for the sign size.

1. Bid Schedule Payment Reference: 1105.4.1.E.1
2. 2.Bid Schedule Description: Trail Signage...each (EA).

City of Post Falls
Kootenai County, Idaho

Prairie Trail Extension Zorros Rd to SH41 Trail

SECTION 4

SPECIAL PROVISIONS

SP-1 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Photographs.
- E. Coordination drawings.

1.2 PROJECT COORDINATION

- A. Project Coordinator: Engineer.
- B. Cooperate with the Engineer in allocation of mobilization areas of site; for field offices and sheds, for vehicle access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Engineer.
- D. Comply with Engineer's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Engineer for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Engineer.
- G. Make the following types of submittals to the Engineer:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.
- H. Contractor is responsible for coordinating with impacted utilities and shall coordinate holding of power poles to pay any fees that be associated with such activities.

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals and work of the various sections of the project to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed at a later date.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

- C. Coordinate completion and clean-up of work of separate sections in preparation for substantial completion and for portions of work designated for Owner's partial occupancy.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with the contract documents, to minimize disruption of Owner's activities.

1.4 FIELD ENGINEERING

- A. The Contractor shall submit a survey staking request to the Engineer on the form provided by Engineer for the survey control staking provided at Owner's expense. Upon receipt of request, the Engineer will commence survey work within 48 hours, excluding weekends and holidays, at the locations requested by the Contractor. All requests must have a minimum of 5 hours of work involved. The Engineer will have one survey crew available for construction surveying. Additional demand for staking required by the Contractor is the contractor's responsibility.
- B. The Engineer will provide one-time primary survey control and construction stakes for Contractor at Owner's expense. It shall be the Contractor's responsibility to protect the survey control and construction stakes. If the survey control or construction stakes are disturbed or destroyed prior to their intended use it is the responsibility of the contractor to reestablish said stakes. Survey control can only be replaced by the Engineer. If contractor chooses to reestablish construction stakes, they are responsible for the accuracy and use of said stakes. All staking will be done according to the final approved set of construction plans
- C. Owner's Engineer will provide the following control and construction staking once:
 - 1. Vertical Control Benchmarks. Vertical control as established on survey control points.
 - 2. Horizontal Control Points. Set primary horizontal control points as required for use by the Engineer only. Temporary horizontal control points will be established in the work zone as required by the Engineer.
 - 3. Power and Light Poles: Set hub and lath reference points for each pole. The actual center of the pole will be marked with a lath only. The reference points will be two points marked with horizontal and vertical offsets to the pertinent elevation.
 - 4. Sawcuts: The existing surface will be painted in fluorescent paint where possible for the purposes of saw cutting as noted on the plans. When it is not possible to paint the actual surface, we will provide lath marked with appropriate offsets or paint marks on the curb or sidewalk. The maximum spacing will be 100 feet.
 - 5. Concrete Flatwork, Curb, Gutter, Sidewalk and Pathways: Hub and lath will be set at an offset distance of 3 feet to top back of curb. Cut/fill will be marked on each lath. New hubs with lath will also be set on curves at a maximum interval of 12 feet in addition to every PC/PT and change in horizontal or vertical alignment. The lath at the driveway will be marked with the overall driveway width. Sidewalk will only be staked when it is not connected to the curbing. Sidewalks will be staked in a manner similar to curbs.
 - 6. Striping and Signs: Set paint marks at key striping locations and at sufficient intervals. Hubs or paint marks will be set at the actual location or as offsets depending on the site conditions for each sign.
 - 7. Survey Monuments: During the preparation of the construction drawings, review of available records and field surveying was conducted to locate existing survey monuments within and adjacent to the project construction limits in accordance with Idaho Code 55-1613. Existing survey monuments are identified within the plans. Monuments identified as "Owner to replace" will be replaced at the expense

of the Owner. All other monuments are intended to be preserved and if destroyed the replacement of said monuments is the responsibility of the Contractor. If monuments are replaced by the Contractor, the Engineer and the Owner will be notified by the Contractor upon re-establishment of the monuments and filing of appropriate documents in accordance with State Code

8. Boundary Line Markers: Stake locations of all boundary line markers as indicated in the approved plan set.

- D. **Machine Grading is NOT planned for this site.** This site has not been set up by the owner or engineer, for machine grading. If the contractor chooses to use machine grading, they are solely responsible for all costs and fees associated with the items necessary for machine grading. This includes, but is not limited to: Survey control, electronic files and XML surface files.

PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

3.1 PRECONSTRUCTION MEETING

- A. Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Engineer.
 3. Contractor.
 4. Subcontractors, if applicable.
 5. Funding Agencies, if applicable.
- C. Agenda:
 1. Execution of Owner- Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of Subcontractors, and progress schedule.
 5. Designation of personnel representing the parties to Contract, Owner and Engineer.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling: Contractor to submit a schedule for the entire project duration, including subcontractor work. The schedule must be approved by the Engineer prior to commencement of work. Schedule shall be in accordance with Section 01 3216.
 8. Use of premises by Owner and Contractor.
 9. Owner's requirements and occupancy prior to completion.
 10. Construction facilities and controls provided by Owner.
 11. Temporary utilities provided by Owner.
 12. Survey and building layout.
 13. Security and housekeeping procedures.

14. Application for payment procedures.
 15. Procedures for testing.
 16. Procedures for maintaining record documents.
 17. Requirements for start-up of equipment.
 18. Inspection and acceptance of equipment put into service during construction period.
 19. Scheduling activities of a Geotechnical Engineer.
 20. Schedule construction progress meetings.
- D. Engineer shall record minutes and distribute copies within five days after meeting to participants, with a copy to Contractor, Owner, participants, and those affected by decisions made.

3.2 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at weekly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, Funding Agencies as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to Work.
- E. Engineer will record minutes and distribute copies within five days after meeting to participants, with a copy to Contractor, Owner, Funding Agency, participants, and those affected by decisions made.

3.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.

1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. See Section 01 3216: Construction Project Schedules

3.4 PHOTOGRAPHS

- A. Photography Type: Digital; electronic files.
- B. Take photographs of site and construction throughout progress of Work.
- C. Take photographs as evidence of existing project conditions such as:
 1. Existing private property features to be retained and protected or to be restored to their pre-project condition.
 2. Existing public features to be retained and protected or to be restored to their pre-project condition.

3.5 COORDINATION DRAWINGS

- A. Provide information required by Engineer for preparation of coordination drawings.
- B. Review drawings prior to submission to Engineer.

END OF SECTION

SP-2 QUALITY ASSURANCE/QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality Control.
- B. Quality Assurance.
- C. Tolerances.
- D. References.
- E. Field Samples
- F. Construction Observation & Underground Utility Testing
- G. Manufacturers' field services.

1.2 RELATED SECTIONS

- A. SP-3 Submittal Procedures: Submission of Manufacturers' Instructions and Certificates.

1.3 QUALITY CONTROL

- A. The Contractor shall coordinate and provide quality control, which shall include the necessary proctor(s) combined with compaction testing performed by an independent testing firm to perform the following, at a minimum:
 - 1. Samples, proctors, testing reports.
 - 2. Establish the compaction processes required to meet the requirements of the Contract Documents.
 - 3. Perform all compaction testing as outlined in the contract documents.
- B. Materials may vary across the project. If they do, the contractor shall coordinate and provide the proctor(s) combined with compaction testing performed by an independent testing firm to re-establish the compaction processes required to meet the requirements of the Contract Documents. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- C. Contractor shall provide the Owner with all testing proctors and testing results taken throughout the entire project.
- D. Contractor shall designate the person responsible for Contractor's quality control while Work is in progress, and shall notify Engineer, in writing, prior to any change in quality control representative assignment.
- E. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- F. Comply fully with manufacturers' instructions, including each step in sequence.
- G. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- H. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- I. Perform work by persons qualified to produce workmanship of specified quality.

- J. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- K. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

1.4 QUALITY ASSURANCE

- A. The Owner or the Owner's Representative may perform Quality Assurance as deemed necessary by the Owner or the Owner's Representative. Quality Assurance will occur after Contractor's Quality Control Measures. Quality Assurance may be any of the following:
 - 1. Tests by an independent laboratory using proctors provided by the Contractor.
 - 2. Testing by the Owner's Representation under the direction of the Engineer of Record.
 - 3. Observation of work.
- B. The Contractor shall coordinate his work with the Engineer and cooperate with testing personnel. The Contractor shall:
 - 1. Submit weekly schedules and updates by noon Friday for the following week's work elements with days requiring testing services clearly identified.
 - 2. Notify Engineer 24 hours prior to expected time for operations requiring services.
 - 3. Failure of Contractor to provide adequate notice (as specified above) shall not be grounds for claims of delay by the Contractor.
- C. Re-testing required because of non-conformance to specified requirements shall be performed at no cost to the Owner. Contractor shall be responsible for payments due by re-testing. Payment for re-testing will be charged to the Contractor by deducting the inspection and testing charges from the Contract Price.

1.5 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Engineer.

1.7 CONSTRUCTION OBSERVATION AND UNDERGROUND UTILITY TESTING

- A. The Owner shall provide observation during construction for quality assurance as defined in the Contract Documents. Contractor shall cooperate with the observer.

- B. The Contractor shall provide the equipment and manpower to conduct all acceptance (leak, pressure, etc.) tests on underground utilities as required in the Specifications.

1.8 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment, as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report within 15 days of observation to Engineer for review.

1.9 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

NOT USED

SP-3 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Mechanics and administration of the submittal process for:
 - a. Shop Drawings.
 - b. Miscellaneous submittals.
 - 2. General content requirements for shop drawings.
- B. Related Sections include but are not necessarily limited to:
 - 1. Bidding Requirements, Contract Forms, and Conditions of the Contract.
 - 2. Bid Documents
 - 3. Sections in ISPMC identifying required submittals.

1.2 DEFINITIONS

- A. Shop Drawings:
 - 1. See General Conditions.
 - 2. Product data are Shop Drawing information
- B. Designs stamped by Idaho Licensed Professional Engineer:
 - 1. Shoring design for Bore Pits.
- C. Miscellaneous Submittals:
 - 1. Submittals other than Shop Drawings
 - 2. Representative types of miscellaneous submittal items include but are not limited to:
 - a. Construction Schedule.
 - b. Manufacturer's installation certification letters.
 - c. Warranties.
 - d. Service agreements.

1.3 SUBMITTAL SCHEDULE

- A. Schedule of Shop Drawings:
 - 1. Submitted and approved within 20 days of receipt of Notice to Proceed.
 - 2. Account for multiple transmittals under any specification section where partial submittals will be transmitted.
- B. Shop Drawings: Submittal and approval prior to initiation of work.

1.4 PREPARATION OF SUBMITTALS

- A. General
 - 1. All submittals and all pages of all copies of a submittal shall be completely legible.
 - 2. Submittals which, in the Engineer's sole option, are illegible will be returned without review.
 - 3. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.

B. Shop Drawings:

1. Scope of any submittal:
 - a. Limited to one (1) Specification Section.
 - b. Do not submit under any Specification Section entitled (in part) "Basic Requirements" unless the product or material submitted is specified, in total, in a "Basic Requirements" section.
2. Numbering submittals:
 - a. Include a prefix (the Specification Section number) followed by a series number, for example a submittal from this section would be labeled "SP3-01", beginning with "01" and increasing sequentially with each additional submittal.
 - b. If more than one (1) submittal under any specification Section, assign consecutive series numbers to subsequent submittals.
 - c. Submittal numbers may be included either in the title of the document or on the top of the first page of the submittal.
3. Describing submittal contents:
 - a. Provide a description of each component or item in submittal capable of receiving an independent review action. Description shall be provided on the product sheet for each item (or on the first page of multiple-page product sheets).
 - b. Identify for each item:
 - i. Manufacturer and Manufacturer's Drawing or data number.
 - ii. Contract Document tag number(s).
 - iii. Unique page numbers for each page of each separate item.
 - c. When submitting "or-equal" items that are not the products of named manufacturers, include the words "or-equal" in the item description.
4. Contractor review:
 - a. Contractor shall review and stamp each submittal prior to submitting to Engineer. By submitting the submittal to the Engineer, Contractor is certifying that he/she has satisfied the Contractor's responsibility stipulated under General Conditions paragraph 6.17.
 - b. Unstamped submittals will be returned without review.
5. Resubmittals:
 - a. Number with original root number and suffix letter starting with "A" on the resubmittal.
 - b. Do not increase the scope of any prior submittal.
 - c. Do not include submittal information for items listed with prior "No Exceptions" or "Furnish as Corrected" in resubmittal.
 - d. Indicate "Outstanding-To Be Resubmitted At a Later Date" for any prior "Revise and Resubmit" or "Rejected" item not included in resubmittal.
 - i. Obtain Engineer's approval to exclude items.
6. All submittals shall be submitted and returned electronically, unless otherwise pre-approved by Engineer.
7. Provide clear space (3 IN SQ) for Engineer stamp for each item capable of receiving independent review action.
8. Contractor shall not use red color for marks on submittals.
9. Submittal contents:

- a. Coordinate and identify Shop Drawing contents so that all items can be easily verified by the Engineer.
- b. Identify equipment or material used, tag number, drawing detail reference, weight, and other project specific information.
- c. Provide sufficient information together with technical cut sheets and data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.
- d. Indicate exact item or model and all options proposed.
- e. When a Shop Drawing submittal is called for in any Specification Section, include as appropriate, scaled details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charges, layout drawings, rough-in diagrams, wiring diagrams, controls, weight, and other pertinent data in addition to information specifically stipulated in the Specification Section.
 - i. Arrange data and performance information in format similar to that provided in Contract Documents.
 - ii. Provide, at minimum, the detail specified in the Contract Documents.
- f. If proposed equipment or materials deviate from the Contract Drawings or Specifications in any way, clearly note the deviation and justify the said deviation in detail in a separate letter immediately following transmittal sheet.

C. Miscellaneous Submittals:

- 1. Prepare in the format and detail specified in Specification requiring the miscellaneous submittal.
- 2. Electronic copy submittals:
 - a. Do not password protect and or lock the PDF document.
 - b. Drawings or other graphics must be converted to PDF format and made part of the one (1) PDF document.
 - i. Scanning to be used only where actual file conversion is not possible.
 - c. Rotate pages that must be viewed in landscape to the appropriate position for easy reading.
 - d. Images only shall be scanned at a resolution of 300 dpi or greater.
 - i. Perform Optical Character Recognition (OCR) capture on all images.
 - ii. Achieve OCR with the "original image with hidden text" option.
 - iii. Work searches of the PDF document must operate successfully to demonstrate OCR compliance.
 - e. Create bookmarks in the navigation frame, for each entry in the Table of Contents / Index.
 - i. Normally three (3) levels deep (i.e. "Chapter," "Section," "Sub-Section").
 - f. Thumbnails must be generated for each PDF file.
 - g. Set the opening view for PDF files as follows:
 - i. Initial view: Bookmarks and Page.
 - ii. Magnification: Fit in Window.
 - iii. Page layout: Single page,
 - iv. Set the file to open to the cover page of the manual with bookmarks to the left, and the first bookmark linked to the cover pages.

- h. All PDF documents shall be set with the option “Fast Web View” to open the first pages of the document for the viewer while the rest of the document continues to load.
- i. File naming conventions:
 - i. File names shall use a “ted dot three” convention (XXXXX-YY-Z.PDF) where XXXXX is the Specification Section Number, YY is the Shop Drawing Root number and Z is an ID number used to designate the associated volume.
 - (a) Example 1:
 - (1) Two (2) pumps submitted as separate Shop Drawings under the same Specification Section:
 - Pump 1 = 11061-01-1.pdf
 - Pump 2 = 11061-02-1.pdf
 - (b) Example 2:
 - (1) One (1) Control system submitted as one (1) Shop Drawing but separated into two (2) O&M Volumes:
 - Volume 1 = 13440-01-1.pdf
 - Volume 2 = 13440-01-2.pdf

1.5 TRANSMITTAL OF SUBMITTALS

- A. Shop Drawings, Samples and Operation and Maintenance Manuals:
 - 1. Transmit all submittals to:
 - a. Project Administrator as noted at Pre-Construction meeting.
 - 2. All submittals must be from Contractor.
 - a. Submittals will not be received from or returned to subcontractors.
 - 3. Provide submittal information defining specific equipment or materials utilized on the Project.
 - a. Generalized product information, not clearly defining specific equipment or materials to be provided, will be rejected.
- B. Miscellaneous Submittals:
 - 1. Transmit under Contractor’s standard letter of transmittal or letterhead.
 - 2. Transmit to:
 - a. Project Administrator and Resident Project Engineer.
 - 3. Provide copy of letter of transmittal without attachments to Engineer’s Resident Project Representative.
 - a. Exception for concrete, soils compaction and pressure test reports.
 - i. Transmit one (1) copy of test reports to Resident Project Engineer.
 - ii. Transmit one (1) copy of special inspection reports

1.6 ENGINEER’S REVIEW ACTION

- A. Shop Drawings and Samples:
 - 1. Items within submittals will be reviewed for overall design intent and will receive one of the following actions:
 - a. NO EXCEPTIONS
 - b. FURNISH AS CORRECTED

- c. REVISE AND RESUBMIT
 - d. REJECTED
 - e. ENGINEER'S REVIEW NOT REQUIRED.
2. In relying on the representation on the Contractor's review and approval stamp, Owner and Engineer reserve the right to review and process poorly organized and poorly described submittals as follows:
 - a. Submittals transmitted with a description identifying a single item and found to contain multiple independent items:
 - i. Review and approval will be limited to the single item described.
 - ii. Other items identified in the submittal will:
 - (a) Not be logged as received by the Engineer.
 - (b) Be removed from the submittal package and returned without review and comment to the Contractor for coordination, description and stamping.
 - (c) Be submitted by the Contractor as a new series number, not as a re-submittal number.
 - b. Engineer, at Engineer's discretion, may review the transmittal letter item list and descriptions, and conduct review.
 - i. Unless Contractor notifies Engineer in writing that the Engineer's revision of the transmittal letter item list and descriptions was in error, Contractor's review and approval stamp will be deemed to have applied to the entire contents of the submittal package.
 3. Submittals returned with "No Exceptions" or "Furnish as Corrected" are considered ready for fabrication and installation.
 - a. If for any reason a submittal that has a "No Exceptions" or "Furnish as Corrected" is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the resubmittal.
 4. Submittals with "No Exceptions" or "Furnish as Corrected" combined with "Revise and Resubmit" or "Rejected" will be individually analyzed giving consideration as follows:
 - a. The portion of the submittal given "Revise and Resubmit" or "Rejected" will not be distributed (unless previously agreed to otherwise at the Preconstruction Conference.)
 - b. Items marked "No Exceptions" or "Furnish as Corrected" will be fully distributed.
 - c. If a portion of the items or system proposed are acceptable, however, the major part of the individual drawings or documents are incomplete or require revision, the entire submittal may be given "Revise and Resubmit" or "Rejected".
 - i. This is at the sole discretion of the Engineer.
 - ii. In this case, some drawings may contain relatively few or no comments or the statement "Resubmit to maintain a complete package."
 - iii. Distribution to the Owner and field will not be made (unless previously agreed to otherwise.)
 5. Failure to include any specific information specified under the submittal paragraphs of the Specifications will result in the submittal being returned to the Contractor with "Revise and Resubmit" or "Rejected".
 6. Calculations required in individual Specifications Sections will be received for information purposes only, as evidence calculations have been performed by

individual meeting specified qualifications, and will be returned with "Engineer's Review Not Required."

7. All costs, associated with the review of any Shop Drawing resubmitted more than once shall be borne by the Contractor.
8. Transmittals of submittals which Engineers considers as "Not Required" submittal information, which is supplemental to but not essential to prior submitted information, or items of information in a transmittal which have been reviewed and received "No Exceptions" or "Furnish as Corrected" in a prior submittal, will be returned with "Engineer's Review Not Required."
9. Samples may be retained for comparison purposes.
 - a. Remove samples when directed.
 - b. Include in bid all costs of furnishing and removing samples.
10. Approved samples submitted or constructed constitute criteria for judging completed work.
11. Finished work or items not equal to samples will be rejected.

PART 2 MATERIALS

NOT USED

PART 3 WORKMANSHIP

NOT USED

PART 4 MEASUREMENT AND PAYMENT

NOT USED

City of Post Falls
Kootenai County, Idaho

Prairie Trail Extension Zorros Rd to SH41 Trail

SECTION 5

EXHIBITS

Exhibit 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, 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:

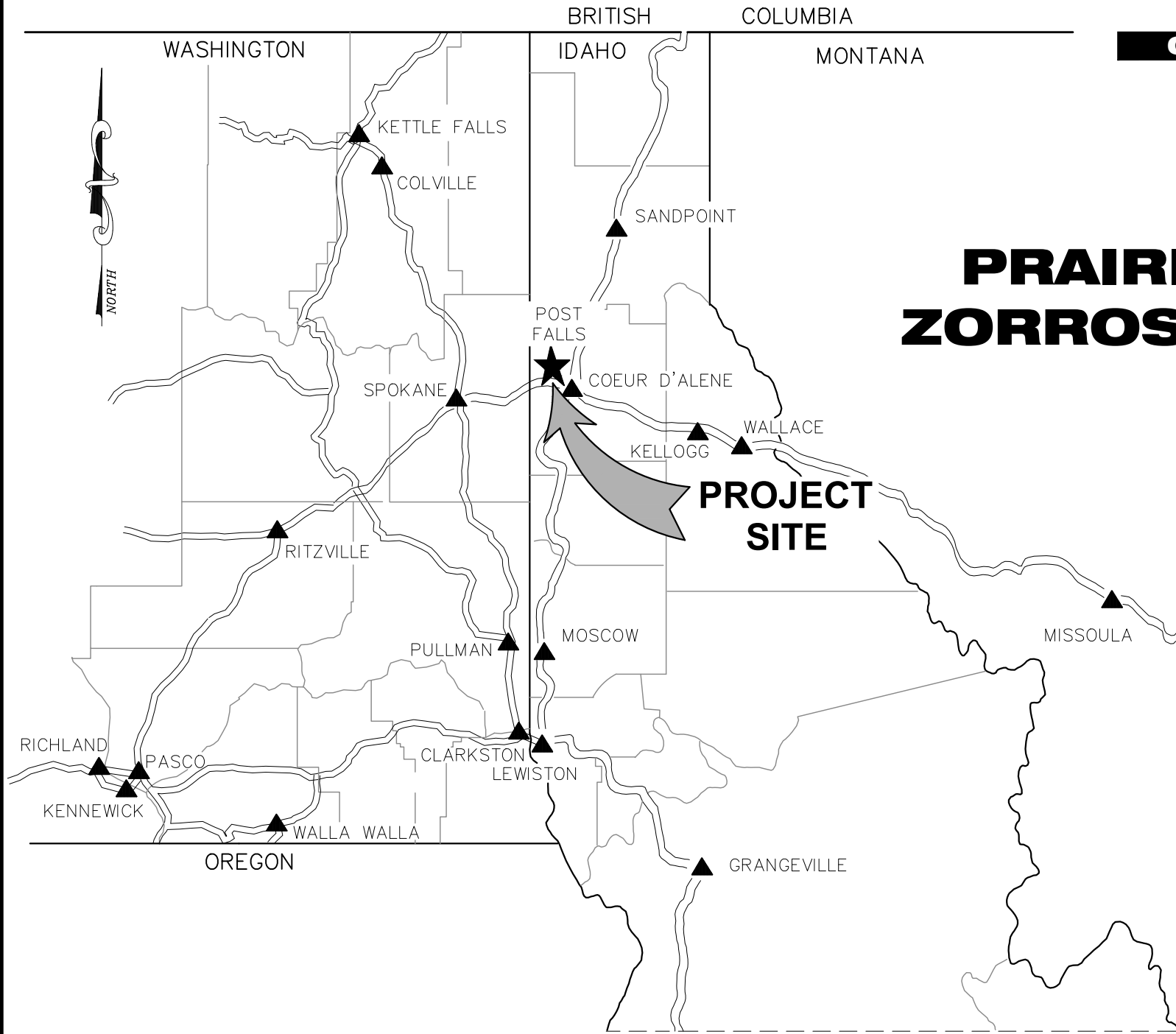
- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

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.

N:\Civil3D Projects\41354.210\Production Drawings\41354.210CS01.dwg, 5/8/2025 9:03:28 AM, jillett, 1:2



CONSTRUCTION DRAWINGS

CITY OF POST FALLS
KOOTENAI COUNTY, IDAHO

**PRAIRIE TRAIL EXTENSION
ZORROS RD TO SH41 TRAIL**

PROJECT NO. 41354.210

MAY 2025



05/08/2025



QAQC PLAN REVIEW		
	REVIEWED BY	DATE
ENGINEERING	MG	05/07/25
SURVEY	TW	03/17/25

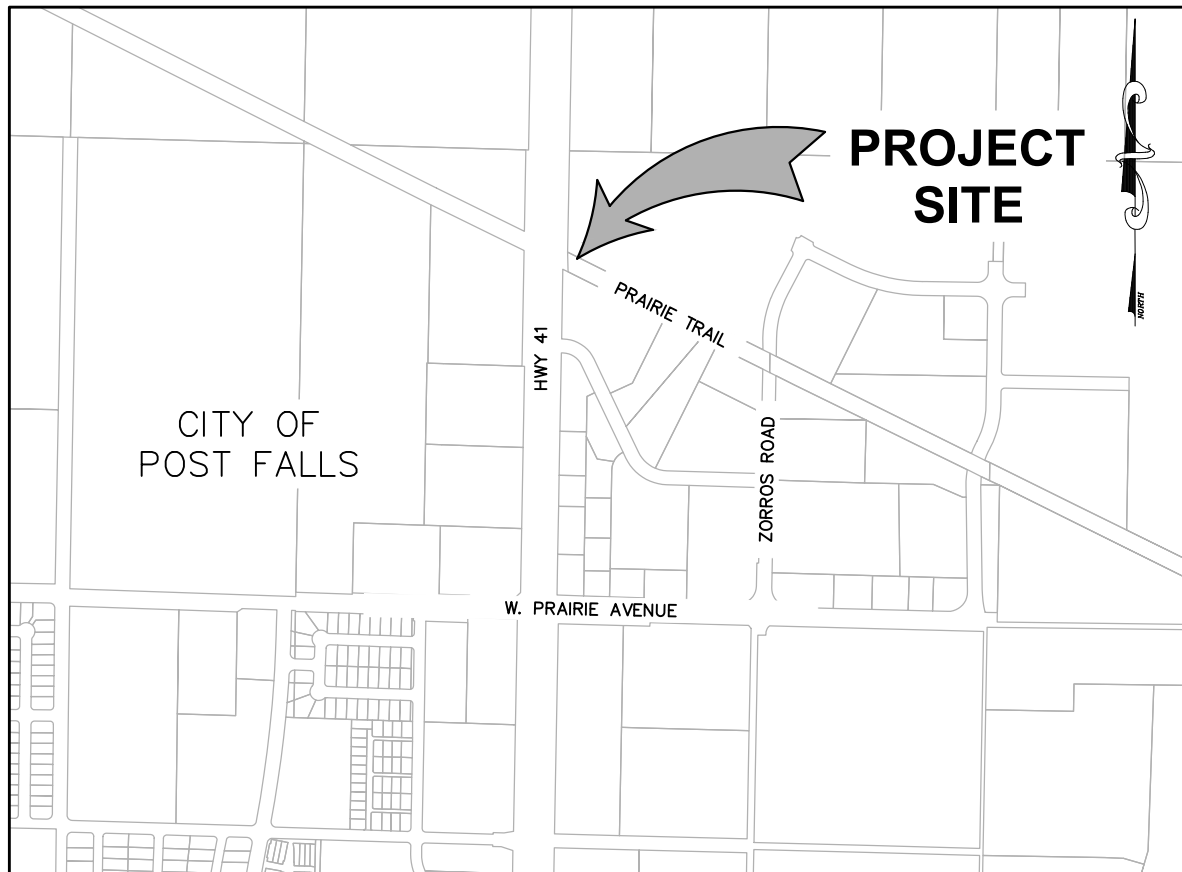
**Approved for construction**

**05/08/2025**

Robert S. Palus, PE (10039)
City Engineer

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

WELCH-COMER



VICINITY MAP

NTS

CIVIL SHEET INDEX

SHEET NO.	SHEET TITLE
A1	COVER SHEET
A2	INDEX SHEET
A3	GENERAL NOTES
A4	LEGEND SHEET
TS1	TYPICAL SECTION
C1	OVERALL REFERENCE PLAN
C2	PLAN AND PROFILE
C3	PLAN AND PROFILE
C4	PLAN AND PROFILE
DT1	CIVIL DETAILS
TC1	TRAFFIC CONTROL PLAN
XS C	PRAIRIE TRAIL CROSS SECTION REFERENCE SHEET
XS 1	PRAIRIE TRAIL CROSS SECTIONS
XS 2	PRAIRIE TRAIL CROSS SECTIONS
XS 3	PRAIRIE TRAIL CROSS SECTIONS
XS 4	PRAIRIE TRAIL CROSS SECTIONS
XS 5	PRAIRIE TRAIL CROSS SECTIONS
XS 6	PRAIRIE TRAIL CROSS SECTIONS

CITY OF POST FALL GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION ", (ISFPC) 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 AND ENGINEER OF RECORD. ALL PROPOSED REVISIONS SHALL BE SUBMITTED TO 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 SHALL COMPLY OSHA.
5. EXISTING UTILITIES SHALL BE LOCATED BY CONTACTING CALL BEFORE YOU DIG AT 811, AT LEAST 48 HOURS PRIOR TO STARTING ANY EXCAVATION. 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 AND WRITTEN NOTIFICATION TO ENGINEER OF RECORD.
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 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. TREES NOT IDENTIFIED FOR REMOVAL SHALL BE PRESERVED OR PROTECTED IN AN APPROVED MANNER PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
11. 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.
12. ALL PROJECTS HAVING THE POTENTIAL FOR RUNOFF DISCHARGE TO ANY SURFACE WATER BODY; SHALL FILE A NOTICE OF INTENT (NOI), WITH THE IDEQ. COPIES OF ANY REQUIRED STORM WATER POLLUTION PREVENTION PLANS (SWPPP) OR NOI SHALL BE PROVIDED TO THE CITY PRIOR TO START OF CONSTRUCTION.
13. 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.
14. ALL UNDERGROUND UTILITY LATERALS SHALL BE INSTALLED AND APPROVED BY CITY ENGINEER AND ENGINEER OF RECORD BEFORE CONSTRUCTION OF CURBS, CROSS GUTTERS, SIDEWALKS OR THE SURFACING OF STREETS.
15. SURFACE RESTORATION OF ROADWAY CUTS SHALL COMPLY WITH CITY STANDARDS, AND SHALL BE PLACED WITHIN 7 DAYS OF THE INITIAL ROADWAY CUT. TEMPORARY PATCHING THAT UTILIZES A MINIMUM OF 2 INCHES OF ASPHALT (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.
16. 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 FINAL ACCEPTANCE OF WORK.
17. ALL OPERATIONS CONDUCTED ON THE PREMISES SHALL BE RESTRICTED TO THE HOURS BETWEEN 7:00 A.M. AND 7:00 P.M., UNLESS OTHERWISE APPROVED BY THE CITY. THIS INCLUDES THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF TRUCKS, EARTHMOVING EQUIPMENT, CONSTRUCTION EQUIPMENT OR ANY OTHER ASSOCIATED EQUIPMENT.
18. 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.
19. 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 SUBMITTAL STANDARDS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL, IN ACCORDANCE WITH THE M.U.T.C.D., CURRENT EDITION. AT LEAST 72 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.
21. IRRIGATION TO BE INSTALLED ON ALL LANDSCAPING MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.
22. ALL DISTURBED AREAS OF THE PUBLIC RIGHT-OF-WAY SHALL BE TOP COATED WITH A MINIMUM OF 1 INCH OF TOPSOIL AND SEEDED WITH A DRY LAND MIX OR EQUIVALENT.
23. ALL PAVING PROJECTS WILL NEED TO ADHERE TO THE CITY OF POST FALLS PAVEMENT CUT POLICY.

HORIZONTAL AND VERTICAL DATUM:

HORIZONTAL DATUM:

THE BEARINGS AND COORDINATES OF THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) 2011 ADJUSTMENT (EPOCH:2010.000) IDAHO WEST ZONE STATE PLANE COORDINATE SYSTEM USING A COMBINATION OF A STATIC GPS NETWORK AND REAL TIME KINEMATIC (RTK) GPS MEASUREMENTS, DERIVED FROM USING IDAHO FEDERAL AID PROJECT NO. A019(682) PRIMARY CONTROL POINTS 106, 108, & 121. A COMBINED ADJUSTMENT FACTOR OF 1.0000719536 WAS APPLIED AT THE 0,0 ORIGIN TO CONVERT STATE PLANE GRID U.S. SURVEY FOOT COORDINATES TO STATE PLANE GROUND U.S. SURVEY FOOT COORDINATES. ALL BEARINGS SHOWN AS MEASURED IN THIS SURVEY ARE GRID USING A CONVERGENCE ANGLE OF NEGATIVE (-)0°50'49" AND ALL DISTANCES AND COORDINATES SHOWN ARE GROUND. A FALSE NORTHING OF (-)2156567.043 AND FALSE EASTING OF (-)2234881.883 WAS APPLIED TO EACH GROUND COORDINATE VALUE TO TRUNCATE THE SYSTEM.

ORIGINAL SURVEY ASSEMBLED BY ARDURRA 10.20.2023

VERTICAL DATUM:

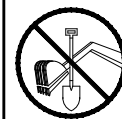
THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND GEIOD 12A DERIVED USING A STATIC GPS OBSERVATION PROCESSED THROUGH THE INLINE POSITIONING USER SERVICE (OPUS) PROVIDED BY THE NATIONAL GEODETIC SURVEY (NGS) WEBSITE.

UNDERGROUND SERVICE ALERT

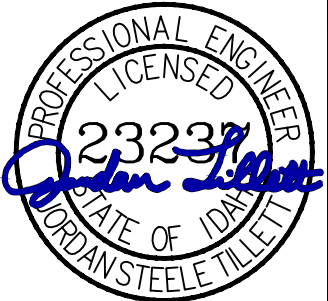
ONE-CALL NUMBER

811

CALL TWO BUSINESS DAYS
BEFORE YOU DIG



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05/08/2025



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3330 E. Lakeside Ave, Suite 101
www.wccn.com/ci.com

Coeur d'Alene, ID 83814

NO.	DATE	REVISION DESCRIPTION	BY

BY _____

REVISION DESCRIPTION

0. DATE

CITY OF POST FALLS

PRAIRIE TRAIL EXTENSION ZORROS RD TO SH41 TRAIL

INDEX SHEET

PROJ NO: 41354.210

DESIGNED BY: MG / JT

.....
DRAWN BY: JDY / JT

.....
CHECKED BY: MG

DWG: 41354 210CS01 DWG

DATE: 05/07/2025

DATE: 03/07/2020
.....
SHEET NO:

SHEET NO. **40**

A2

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 ENGINEER OF RECORD AND THE GEOTECHNICAL ENGINEER FOR ASSESSMENT AND RECOMMENDATIONS.
4.

ALL COMPACTION EFFORTS SHALL BE MONITORED AND TESTED BY AN EXPERIENCED SOILS TECHNICIAN, UNDER THE SUPERVISION OF A LICENSED GEOTECHNICAL ENGINEER REPRESENTING THE OWNER.
5.

ALL MASS GRADING SHALL BE MONITORED, TESTED, AND CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER (GEOTECHNICAL ENGINEER).
6.

CONTRACTOR IS TO NOTIFY THE GEOTECHNICAL ENGINEER, THE ENGINEER OF RECORD AND CITY ENGINEERING INSPECTOR 48 HOURS PRIOR TO EACH AND EVERY START OR STOPPING OF CONSTRUCTION, EACH TIME A LIFT OF GRADING IS READY FOR INSPECTION, AND EACH AND EVERY TIME THE CONTRACTOR IS REQUESTING GRADING INSPECTION FROM CITY. FAILURE TO NOTIFY MAY RESULT IN CONTRACTOR REMOVING ANY MATERIAL THAT HAS NOT BEEN INSPECTED.
7.

ALL AREAS SHALL BE STRIPPED OF ORGANIC TOP SOIL AND NON-ENGINEERED FILL; IN ADDITION TO ALL BRUSH, STUMPS, AND ROOTS. ONSITE DISPOSAL OF ORGANIC MATERIALS IS NOT ALLOWED. THE GEOTECHNICAL ENGINEER SHALL REVIEW AND APPROVE ALL STRIPPED AND CLEARED AREAS PRIOR TO PLACEMENT OF FILL. PRIOR TO PLACING FILL, THE CLEARED AREAS SHALL BE SCARIFIED AND COMPACTED.
8.

FILLS SHALL CONSIST OF WELL GRADED SANDS AND GRAVELS, WITH A MAXIMUM PARTICLE SIZE OF SIX INCHES, AND NO MORE THAN 20% PASSING THE NO. 200 SIEVE. THE GEOTECHNICAL ENGINEER SHALL PRE-APPROVE ALL IMPORT SOIL SOURCES.
9.

BOULDERS AND COBBLES GREATER THAN 6 INCHES APPEARING IN THE EXCAVATION TO A DEPTH OF AT LEAST 4 INCHES BELOW SUBGRADE SHALL BE REMOVED.
10.

ALL FILL MATERIAL SHALL BE DRIED OR MOISTENED TO WITHIN 2% OF THE OPTIMUM MOISTURE, PRIOR TO PLACEMENT. LIFTS SHALL NOT EXCEED EIGHT INCHES. ALL FILL SHALL BE COMPACTED TO AT LEAST 90% OF MODIFIED PROCTOR (ASTM D-1557, AASHTO T-180), WITH THE TOP 12 INCHES WITHIN THE ROADWAY PRISM COMPACTED TO 95% OF THE MODIFIED PROCTOR. MATERIAL TOO COARSE TO TEST PER THE SPECIFIED STANDARDS SHALL BE PLACED IN CONTROLLED LIFTS UNDER A PERFORMANCE BASED METHOD, AS OUTLINED WITHIN ISPCW.
11.

EMBANKMENTS SHALL NOT BE CONSTRUCTED ON FROZEN OR SNOW-COVERED FOUNDATIONS, OR WITH THE USE OF FROZEN MATERIALS.
12.

EMBANKMENTS CONSTRUCTED ON SLOPES GREATER THAN 5 HORIZONTAL TO 1 VERTICAL SHALL BE KEYED INTO THE UNDISTURBED GROUND WITH HORIZONTAL BENCHES OF SUFFICIENT WIDTH TO ALLOW FOR THE PROPER OPERATION OF COMPACTION EQUIPMENT.
13.

THE FINAL LIMITS OF CUT AND FILL SHALL BE RECORDED WITH THE BOUNDARY TOPOGRAPHY AND SURVEY BY THE ENGINEER OF RECORD. THE GEOTECHNICAL ENGINEER SHALL SUBMIT A CERTIFICATION OF THE FILL, ALONG WITH COPIES OF OBSERVATIONS AND TESTING.
14.

IN THE EVENT THAT ANY UNFORESEEN CONDITIONS NOT COVERED BY THESE NOTES ARE ENCOUNTERED DURING GRADING OPERATIONS, THE ENGINEER OF RECORD SHALL BE IMMEDIATELY NOTIFIED IN ORDER TO PROVIDE GUIDANCE TO CONTRACTOR.

STORMWATER DRAINAGE:

10.

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, ENGINEER OF RECORD SHALL BE NOTIFIED.
2.

SWALES WITHIN AREAS OF MASS GRADING SHALL BE SCARIFIED A MINIMUM OF 24 INCHES PRIOR TO SHAPING, AND AFTER INSTALLATION OF CURB AND GUTTER.
3.

ALL DISTURBED AREAS SHALL RECEIVE A MINIMUM 1-INCH DRESSING OF TOP SOIL AND BE HYDRO SEEDED OR SODDED, AS INDICATED ON THE PLANS. SEEDED AREAS WILL NOT BE ACCEPTED UNTIL THE SEED HAS GERMINATED, AND THE GRASS IS THOROUGHLY ESTABLISHED. SODDED AREAS WILL NOT BE ACCEPTED UNTIL THE ROOTS HAVE TAKEN HOLD, AND THE GRASS HAS RECEIVED TWO CUTTINGS.
4.

CARE SHALL BE TAKEN TO PREVENT COMPACTION OF THE SUB-GRADE IN THE GRASS INFILTRATION AREAS OF SWALES. IN THE EVENT THE SUB-GRADE SHOULD BE COMPACTED OR INSUFFICIENT PERCOLATION IS OBSERVED, TESTING OF THE SUB-GRADE MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER. IF A SUFFICIENT PERCOLATION IS NOT OBSERVED, THE SUB-GRADE MUST BE REMOVED AND REPLACED, OR SCARIFIED TO A MINIMUM DEPTH OF 24" AND RETESTED.
5.

TOPSOIL PLACED WITHIN THE SWALES SHALL BE FREE DRAINING, AND PLACED AT A DEPTH GREATER THAN 1-INCH AND LESS THAN 3-INCHES. AT CONCRETE SPILLWAYS, FINISHED TOP SOIL SHALL BE KEPT 1"-2" BELOW THE FINISHED CONCRETE SURFACE. TO PREVENT COMPACTION OF THE SUB-GRADE AND TOPSOIL, WHEELED EQUIPMENT SHOULD NOT BE USED WITHIN THE SWALE AREA. THE MINIMUM PERCOLATION RATE THROUGH A CONSTRUCTED SWALE SHALL MEET DESIGN REQUIREMENTS. TESTING OF PERCOLATION RATES THROUGH A CONSTRUCTED SWALE MAY BE REQUIRED AT THE DISCRETION OF THE CITY ENGINEER.
6.

DRYWELLS SHALL BE INSTALLED TO THE ELEVATIONS INDICATED ON THE PLANS. THE ELEVATION OF THE DRYWELL RIM SHALL BE AT LEAST 0.2 FEET BELOW LOWEST ADJOINING CURB 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 MANUFACTURES SPECIFICATIONS AND MULCHED WITH "SILVA FIBER PLUS", OR APPROVED EQUAL WOOD FIBER CELLULOSE AT A RATE OF 1 TON PER ACRE.
8.

ALL SEWER MAINS SHALL BE AIR TESTED IN ACCORDANCE WITH ISPCW, 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.

STREETS:

1.

ALL FILL PLACED WITHIN THE ROADWAY PRISM SHALL BE COMPACTED TO 90% OF THE MODIFIED PROCTOR, WITH THE EXCEPTION OF THE TOP 12 INCHES OF SUB-GRADE THAT SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR (ASTM D-1557).
2.

PRIOR TO PLACING BASE MATERIAL, THE FOLLOWING SHALL BE COMPLETED:
3.

ALL PUBLIC UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED.
4.

THE ENGINEER OF RECORD SHALL CERTIFY AND PROVIDE COPIES OF COMPACTION TEST RESULTS TO THE CITY ENGINEER, FOR ALL TRENCHES AND SUB-GRADE.
5.

THE LINE AND GRADE OF THE SUB-GRADE SHALL BE INSPECTED AND APPROVED.
6.

PROOF-ROLL OF THE SUB-GRADE SHALL BE PERFORMED AND OBSERVED BY THE ENGINEER OF RECORD AND CITY ENGINEERING INSPECTOR.
7.

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.
8.

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.

D.

PRIOR TO PLACING ASPHALT CONCRETE, THE FOLLOWING SHALL BE COMPLETED:

E.

THE ENGINEER OF RECORD SHALL CERTIFY AND PROVIDE COMPACTION TEST RESULT FOR BASE MATERIAL TO THE CITY ENGINEER.

F.

ALL UTILITIES SHALL BE ADJUSTED TO GRADE AND THICKENED COLLARS INSTALLED.
9.

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.
10.

ASPHALT PAVEMENT SHALL CONFORM WITH IDAHO TRANSPORTATION DEPARTMENT (ITD) SPECIFICATIONS FOR SUPERPAVE. PAVEMENT SHALL BE SP3 PG 58-28 WITH ½" MAX AGGREGATE SIZE. PAVEMENTS WITH A SECTION OF 3" OR LESS MAY BE PLACED WITH 1 LIFT. PAVEMENTS WITH A SECTION GREATER THAN 3" SHALL BE PLACED WITH MULTIPLE LIFTS. MINIMUM LIFT THICKNESS OF 1.5" AND MAXIMUM THICKNESS OF 3".
11.

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 THEN 50°F, WITHOUT APPROVAL BY THE CITY ENGINEER.
12.

A TACK COAT SHALL BE APPLIED TO ALL ADJACENT CURBS AND JOINTS, PRIOR TO PLACEMENT OF ASPHALTIC CONCRETE.
13.

DURING PAVING OPERATIONS, THE ENGINEER OF RECORD SHALL OBSERVE PAVING OPERATIONS, AND PERFORM COMPACTION AND QUALITY CONTROL TESTING.
14.

THE CITY ENGINEER MAY REQUIRE THE PAVEMENT SECTIONS SHOWN ON THE PLANS TO BE VERIFIED BY "R" VALUE TESTS TAKEN FROM EXPOSED SUB-GRADE.
15.

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.
16.

FORMS, SUB-GRADE AND STRING-LINE INSPECTION IS REQUIRED PRIOR TO POURING CONCRETE. A MINIMUM NOTICE OF 24 HOURS IS REQUIRED PRIOR TO INSPECTION.
17.

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 AIR TEMPERATURES REACH 35°F AND FALLING.
18.

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.
19.

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.

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UNDERGROUND SERVICE ALERT

ONE-CALL NUMBER

811

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NO.	DATE	REVISION DESCRIPTION	BY

CITY OF POST FALLS

PRAIRIE TRAIL EXTENSION

ZORROS RD TO SH41 TRAIL

GENERAL NOTES

PROJ NO: 41354.210
DESIGNED BY: MG / JT
DRAWN BY: JDY / JT
CHECKED BY: MG
DWG: 41354.210CS01.DWG
DATE: 05/07/2025
SHEET NO:

A3

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LEGEND

	EXISTING SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER MANHOLE
	EXISTING ECCENTRIC SANITARY SEWER MANHOLE
	EXISTING CLEANOUT
	EXISTING AIR RELEASE VALVE
	EXISTING CATCH BASIN
	EXISTING DRYWELL
	EXISTING DRYWELL
	EXISTING STORM SEWER MANHOLE
	EXISTING STORM SEWER MANHOLE
	EXISTING ECCENTRIC STORM SEWER MANHOLE
	EXISTING SPRINKLER HEAD
	EXISTING FIRE HYDRANT
	EXISTING WELL
	EXISTING YARD HYDRANT
	EXISTING WATER VALVE
	EXISTING CURB STOP
	EXISTING WATER METER
	EXISTING POST INDICATOR VALVE
	EXISTING POWER POLE
	EXISTING GUY WIRE
	EXISTING LIGHT POLE
	EXISTING POWER WARNING SIGN
	EXISTING POWER VAULT
	EXISTING TELEPHONE PEDESTAL
	EXISTING CABLE TV PEDESTAL
	EXISTING JUNCTION BOX
	EXISTING TELEPHONE VAULT
	EXISTING TELEPHONE WARNING SIGN
	EXISTING GAS METER
	EXISTING GAS VALVE
	EXISTING GAS RISER
	EXISTING GAS WARNING SIGN
	EXISTING TELEPHONE MANHOLE
	EXISTING TELEPHONE MANHOLE
	EXISTING MAILBOX
	EXISTING SIGN
	EXISTING UNKNOWN
	EXISTING SHRUB
	EXISTING TREE
	EXISTING BUILDING
	WATER LEVEL

	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED ECCENTRIC SANITARY SEWER MANHOLE
	PROPOSED CLEANOUT
	PROPOSED AIR RELEASE VALVE
	PROPOSED DRYWELL
	PROPOSED CATCH BASIN
	PROPOSED CATCH BASIN
	PROPOSED INLET CATCH BASIN
	PROPOSED STORM SEWER MANHOLE
	PROPOSED STORM SEWER MANHOLE
	PROPOSED ECCENTRIC STORM SEWER MANHOLE
	PROPOSED WATER VALVE
	PROPOSED CURB STOP
	PROPOSED FIRE HYDRANT
	PROPOSED DOWN SPOUT
	PROPOSED YARD HYDRANT
	PROPOSED BLOW OFF ASSEMBLY
	PROPOSED SINGLE WATER METER SERVICE
	PROPOSED WELL
	PROPOSED REDUCER
	PROPOSED BENDS/FITTINGS
	PROPOSED IRRIGATION BOX
	PROPOSED GAS METER
	PROPOSED GAS VALVE
	PROPOSED JUNCTION BOX
	PROPOSED GUY WIRE
	PROPOSED UTILITY POLE
	PROPOSED LIGHT
	PROPOSED LIGHT
	PROPOSED TELEPHONE PEDESTAL
	PROPOSED TV PEDESTAL
	PROPOSED SIGN
	PROPOSED MAILBOX
	OWNERSHIP DELINEATION
	DIRECTION AND SLOPE
	FOUND SURVEY MONUMENT
	SURVEY CONTROL MONUMENT
	TEST HOLE
	TYPICAL SECTION REFERENCE
	DETAIL SHEET REFERENCE

	EXISTING EASEMENT
	EXISTING RIGHT-OF-WAY
	EXISTING PROPERTY LINE
	EXISTING FENCE
	EXISTING CURB
	EXISTING CURB AND GUTTER
	EXISTING DITCH
	EXISTING CENTERLINE OF ROAD
	EXISTING SHOULDER
	EXISTING EDGE OR GRAVEL OR DIRT
	EXISTING EDGE OF ASPHALT
	EXISTING CULVERT
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING SEWER STUB
	EXISTING STORM SEWER LINE
	EXISTING BURIED TELEPHONE LINE
	EXISTING OVERHEAD TELEPHONE LINE
	EXISTING BURIED POWER LINE
	EXISTING POWER LINE
	EXISTING OVERHEAD POWER LINE
	EXISTING GAS LINE
	EXISTING BURIED CABLE TV LINE
	EXISTING OVERHEAD CABLE TV LINE
	EXISTING IRRIGATION LINE
	EXISTING 5' CONTOURS
	EXISTING 1' CONTOURS
	EXISTING TREE LINE
	EXISTING TOP OF BANK
	EXISTING TOE OF BANK
	PROPOSED EASEMENT
	PROPOSED RIGHT-OF-WAY
	PROPOSED PROPERTY LINE
	SECTION LINE
	PHASE BOUNDARIES
	PROPOSED FENCE
	PROPOSED SILT FENCE
	PROPOSED CURB
	PROPOSED CURB AND GUTTER
	PROPOSED GRADE BREAK
	PROPOSED DITCH
	PROPOSED CENTERLINE OF ROAD
	PROPOSED SHOULDER
	PROPOSED EDGE OF ASPHALT
	PROPOSED CULVERT

	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED SEWER STUB
	PROPOSED STORM SEWER LINE
	PROPOSED BURIED TELEPHONE LINE
	PROPOSED OVERHEAD TELEPHONE LINE
	PROPOSED BURIED POWER LINE
	PROPOSED OVERHEAD POWER LINE
	PROPOSED GAS LINE
	PROPOSED BURIED CABLE TV LINE
	PROPOSED OVERHEAD CABLE TV LINE
	PROPOSED IRRIGATION LINE
	PROPOSED SIDEWALK
	PROPOSED CURB DROP
	PROPOSED SIDEWALK UNDERDRAIN

ABBREVIATIONS

AC	ASPHALT CEMENT PAVEMENT
BOW	BOTTOM OF WALL
C1	CURVE DATA REFERENCE NUMBER
FG	FINISH GRADE ELEVATION
FL	FLOW LINE
FOC	FACE OF CURB
GIA	GRASSED INFILTRATION AREA
GRD BRK	GRADE BREAK
IE	INVERT ELEVATION
L1	LINE DATA REFERENCE NUMBER
L or LT	LEFT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
ROW	RIGHT-OF-WAY
R or RT	RIGHT
SWR	SEWER
TA	TOP OF ASPHALT
TBC	TOP BACK OF CURB
TC	TOP CONCRETE
TFC	TOP FACE OF CURB
TOW	TOP OF WALL
WTR	WATER
XING	CROSSING

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NO. DATE REVISION DESCRIPTION BY

CITY OF POST FALLS

PRAIRIE TRAIL EXTENSION
ZORROS RD TO SH41 TRAIL

LEGEND SHEET

PROJ NO: 41354.210
DESIGNED BY: MG / JT
DRAWN BY: JDY / JT
CHECKED BY: MG
DWG: 41354.210CS01.DWG
DATE: 05/07/2025
SHEET NO:

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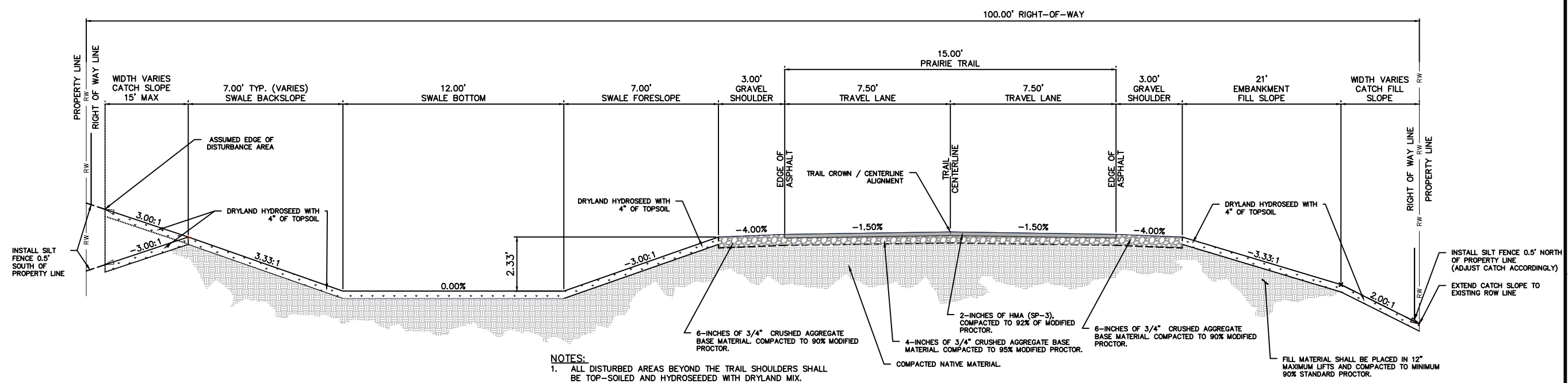
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CITY OF POST FALLS
PRAIRIE TRAIL EXTENSION
ZORROS RD TO SH41 TRAIL

TYPICAL SECTION

PROJ NO:	41354.210
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DRAWN BY:	JDY / JT
CHECKED BY:	MG
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DATE:	05/07/2025
SHEET NO:	

TS1



- PROCTOR.
- NOTES:**
1. ALL DISTURBED AREAS BEYOND THE TRAIL SHOULDERS SHALL BE TOP-SOILED AND HYDROSEEDDED WITH DRYLAND MIX.
 2. CONTRACTOR SHALL INSTALL SILT FENCE WITHIN ROW LIMITS ON NORTH AND SOUTH SIDES OF THE PROJECT PRIOR TO THE START OF WORK.
 3. NO WORK SHALL EXTEND PAST THE R/W PROPERTY LINE.

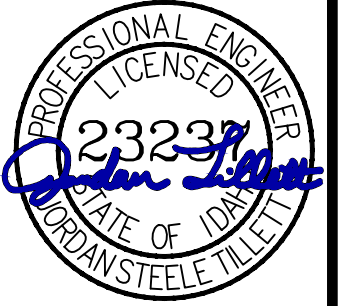
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TS1

TYPICAL TRAIL SECTION - OPTION NO.2

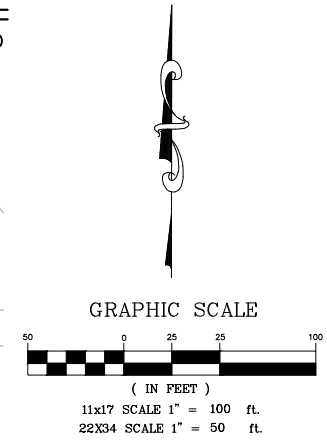
NO SCALE

1. PROPOSED SITE IMPROVEMENTS AND RELATED GRADING WILL EXTEND TO THE RIGHT-OF-WAY. NO WORK IS TO TAKE PLACE OUTSIDE OF THE PUBLIC ROW.

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CITY OF POST FALLS

PRAIRIE TRAIL EXTENSION ZORROS RD TO SH41 TRAIL

OVERALL REFERENCE PLAN

PROJ NO:	41354.210
DESIGNED BY:	MG / JT
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DATE:	05/07/2025
SHEET NO:	

C1

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D1-3A: MODIFICATION NO.1

1
DT1 DESTINATION SIGN - NORTH
NO SCALE



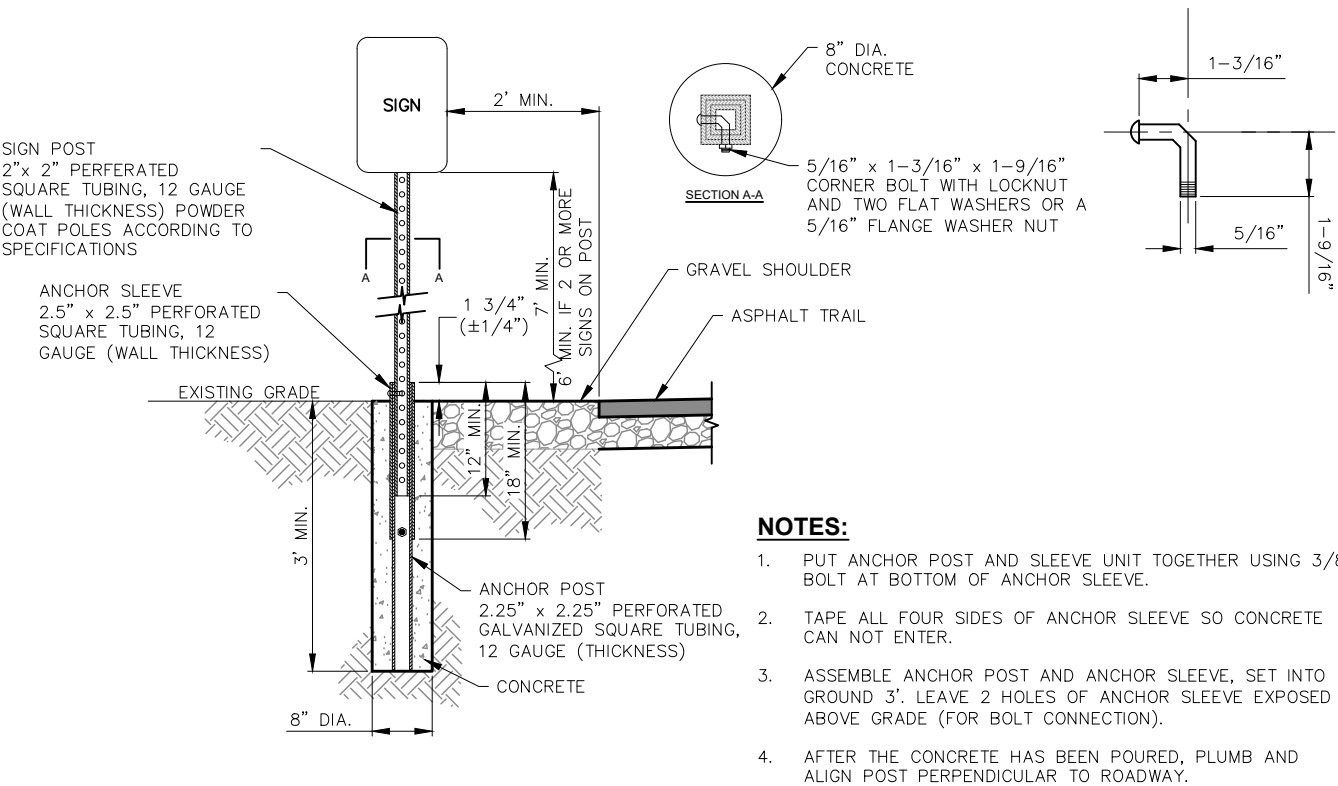
D1-3A: MODIFICATION NO.2

2
DT1 DESTINATION SIGN - WEST
NO SCALE



D1-3A: MODIFICATION NO.3

3
DT1 DESTINATION SIGN - SOUTH
NO SCALE



4
DT1 SIGN POST INSTALLATION DETAIL
NO SCALE



R1-2

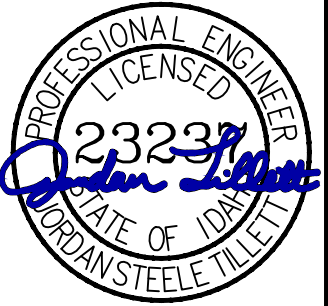
5
DT1 YIELD SIGN
NO SCALE



R2-1

6
DT1 TRAIL SPEED LIMIT SIGN
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CITY OF POST FALLS PRAIRIE TRAIL EXTENSION ZORROS RD TO SH41 TRAIL	CIVIL DETAILS

PROJ NO:	41354.210
DESIGNED BY:	MG / JT
DRAWN BY:	JDY / JT
CHECKED BY:	MG
DWG:	41354.210DT01.DWG
DATE:	05/07/2025
SHEET NO:	

DT1

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CONTRACTOR TO INSTALL SIDEWALK CLOSURE SIGN.
CLOSE SIDEWALK FROM SOUTH RW LINE TO
HARVEST ROAD.

CONTRACTOR TO INSTALL SIDEWALK CLOSURE SIGN.
CLOSE SIDEWALK FROM SOUTH RW LINE TO
HARVEST ROAD.

ZORROS ROAD

PRAIRIE TRAIL

R=60.00'
L=44.99'

13+75

2237.00

GENERAL PROJECT NOTES

1. CONTRACTOR IS RESPONSIBLE TO PRESERVE AND PROTECT EXISTING ROAD, TRAIL AND SIDEWALK.
2. CONTRACTOR SHALL SUBMIT A PRE-CONSTRUCTION OUTLINE, DOCUMENTING THE CONDITION OF ALL POTENTIALLY IMPACTED ROAD, TRAIL AND SIDEWALK AREAS.

GRAPHIC SCALE
(IN FEET)
11x17 SCALE 1" = 20 ft.
22X34 SCALE 1" = 10 ft.

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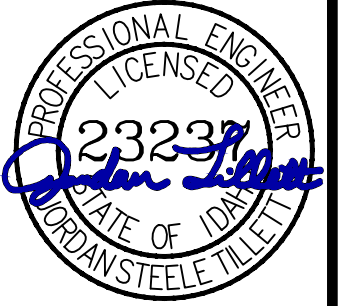
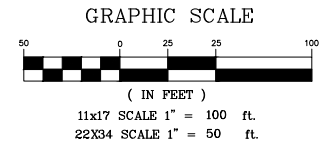
CITY OF POST FALLS
PRAIRIE TRAIL EXTENSION
ZORROS RD TO SH41 TRAIL
TRAFFIC CONTROL PLAN

PROJ NO:	41354.210
DESIGNED BY:	MG / JT
DRAWN BY:	JDY / JT
CHECKED BY:	MG
DWG:	41354.210PL01 – OPT2.DWG
DATE:	05/07/2025
SHEET NO:	

TC1

GENERAL PROJECT NOTES

1. PROPOSED SITE IMPROVEMENTS AND RELATED GRADING WILL EXTEND TO THE RIGHT-OF-WAY. NO WORK IS TO TAKE PLACE OUTSIDE OF THE PUBLIC ROW.
2. THE CROSS-SECTIONS PROVIDED ARE BASED ON THE BEST AVAILABLE INFORMATION, AND ARE INTENDED TO BE USED FOR REFERENCE PURPOSES ONLY. THEY SHOULD NOT BE CONSIDERED AN EXACT REPRESENTATION OF PROJECT CONDITIONS.



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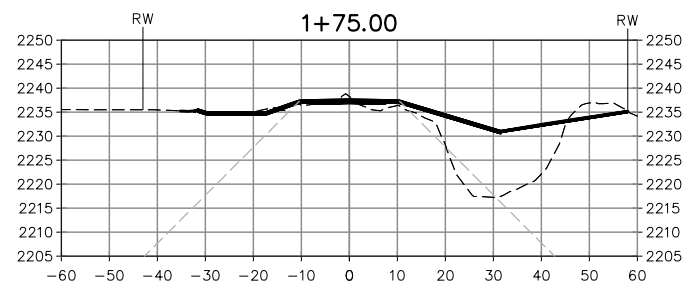
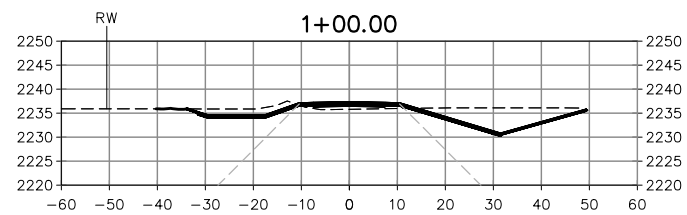
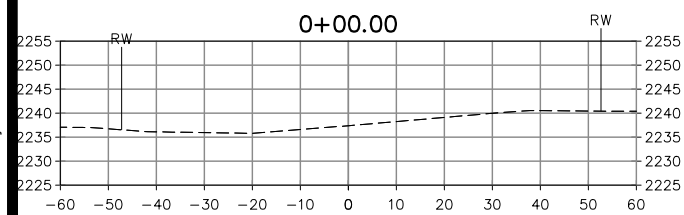
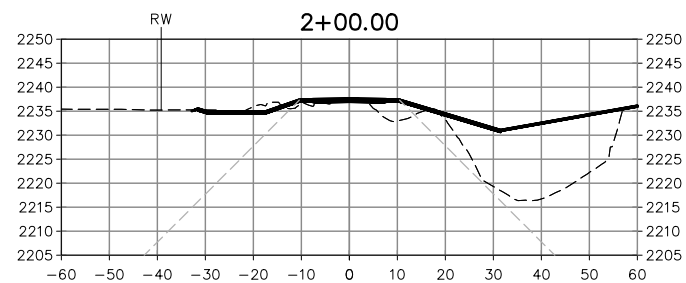
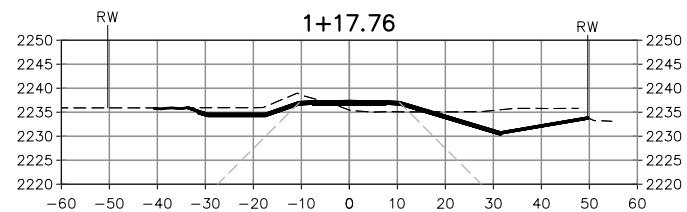
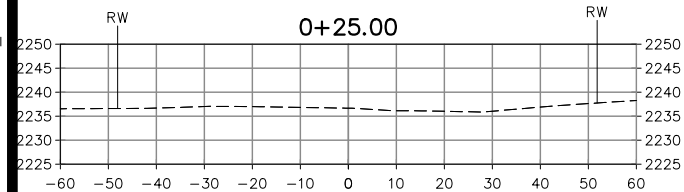
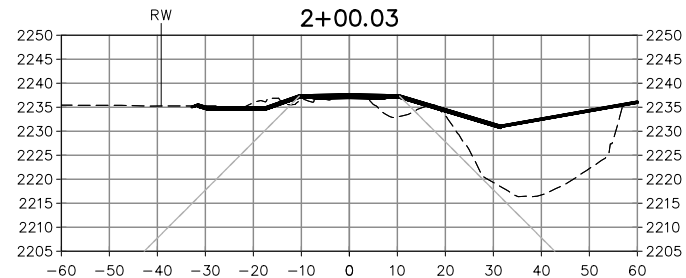
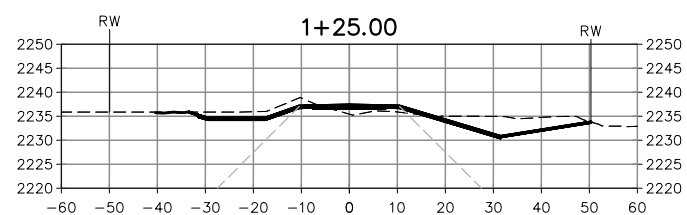
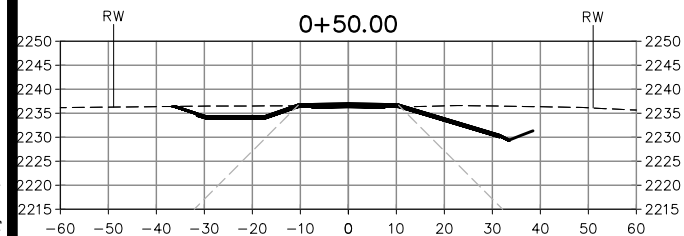
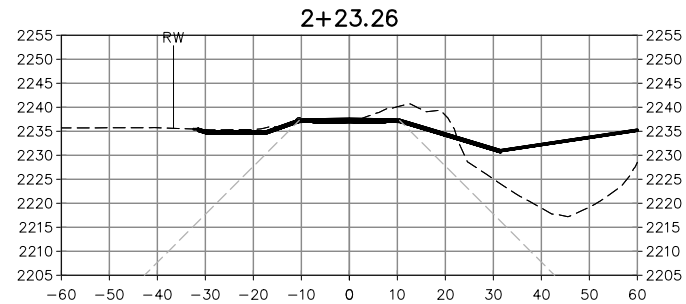
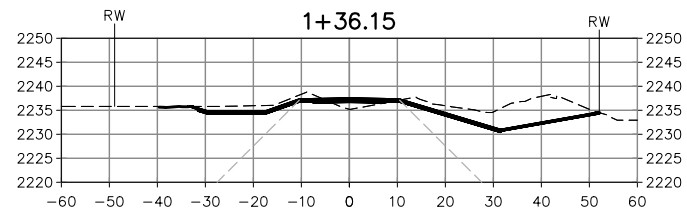
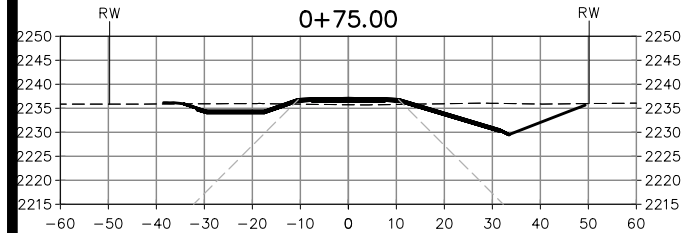
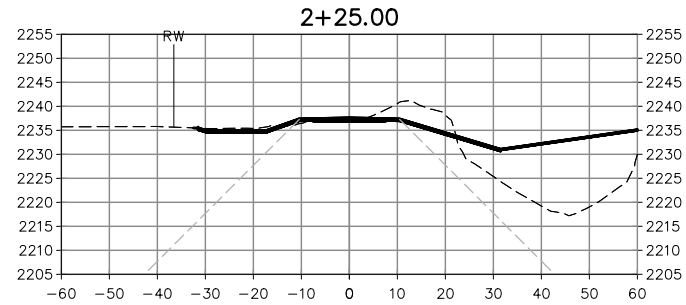
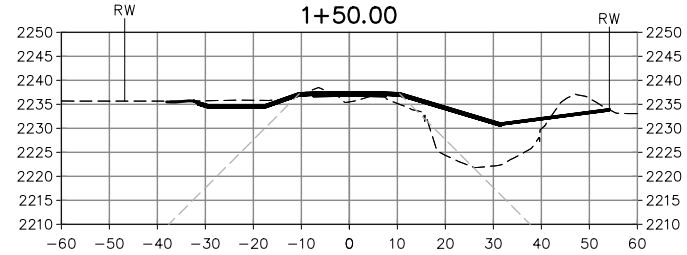
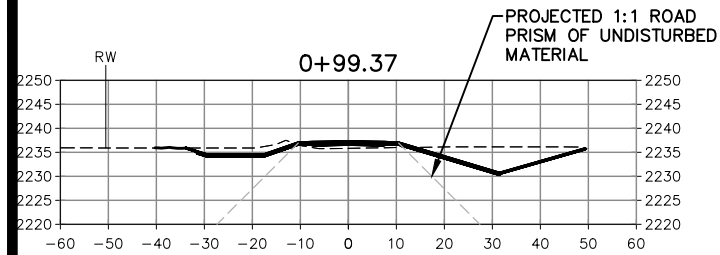
PRAIRIE TRAIL EXTENSION ZORROS RD TO SH41 TRAIL

PRAIRIE TRAIL CROSS SECTION
REFERENCE SHEET

PROJ NO: 41354.210
DESIGNED BY: MG / JT
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CHECKED BY: MG
DWG: 41354.210OPT2_COVER.DWG
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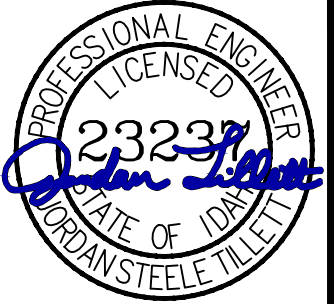
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CITY OF POST FALLS

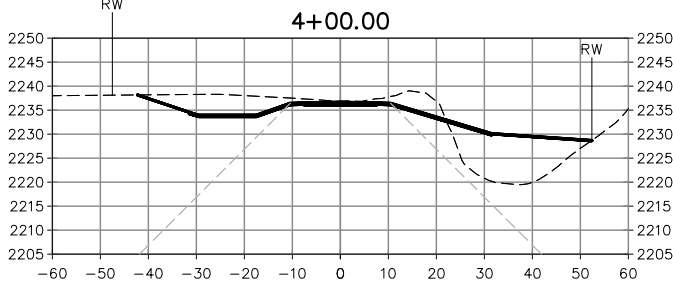
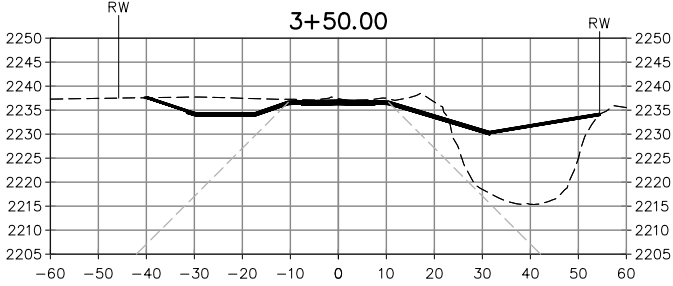
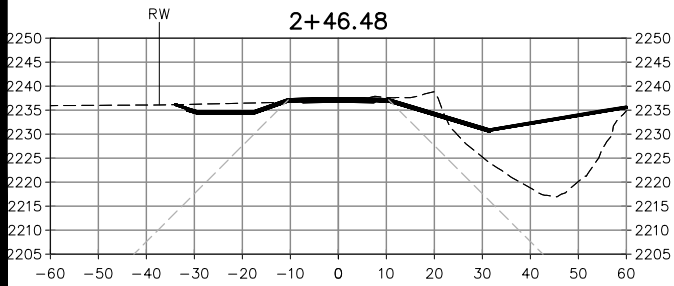
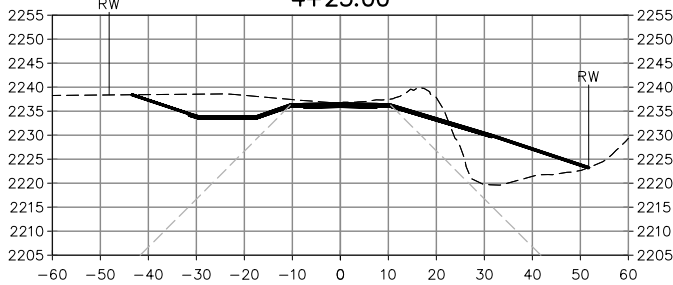
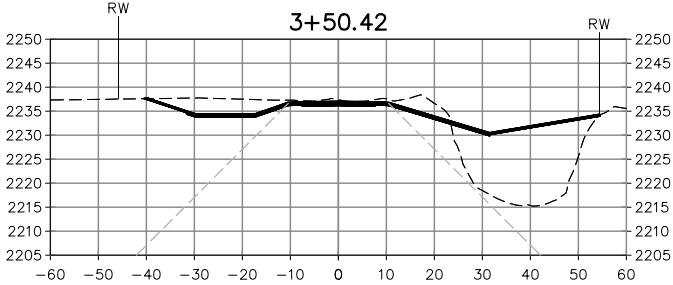
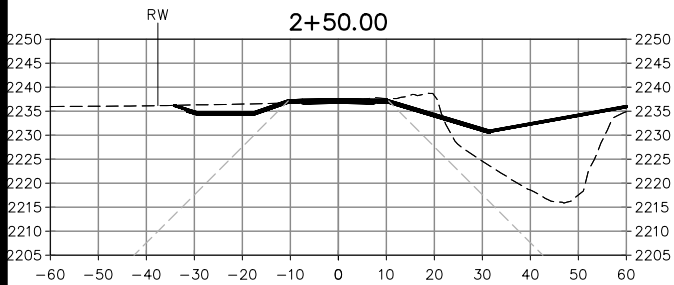
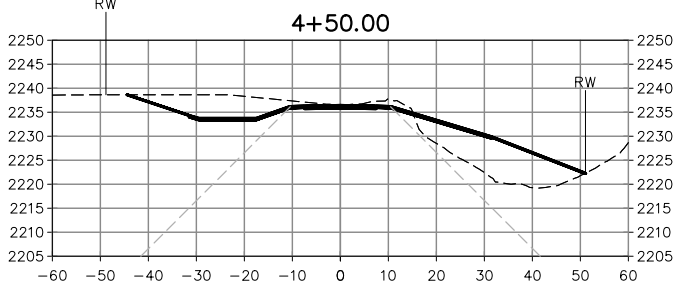
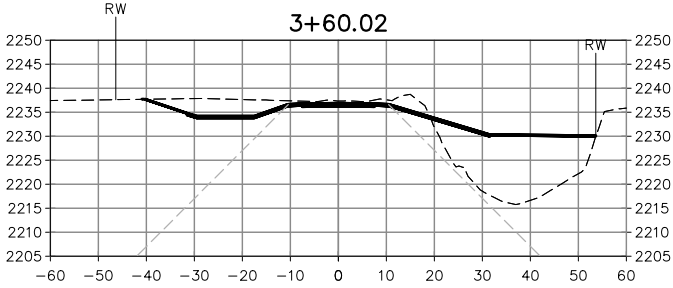
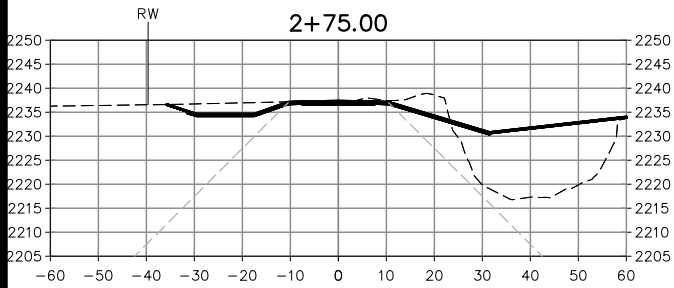
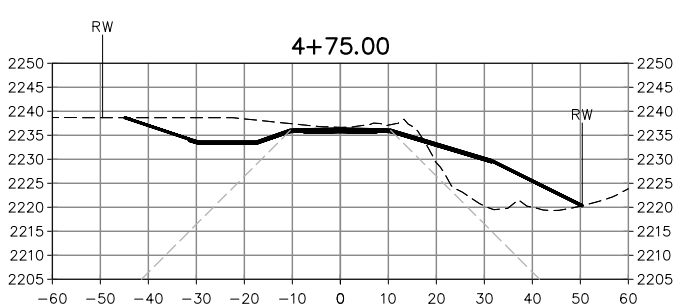
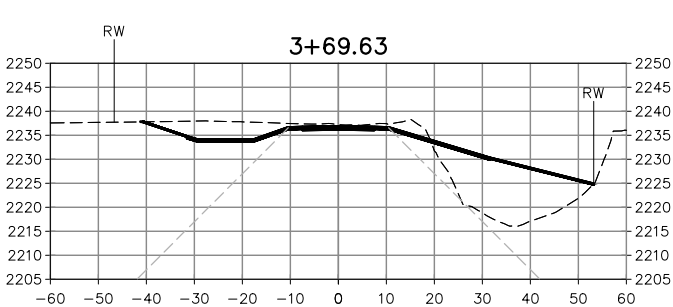
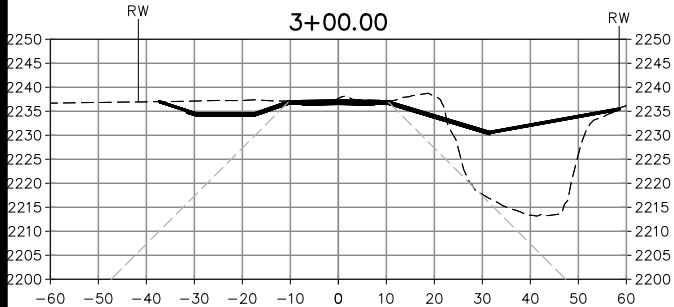
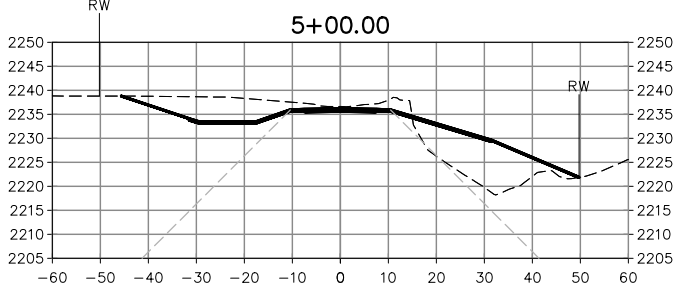
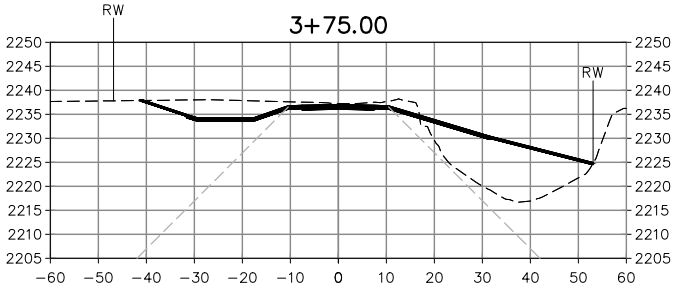
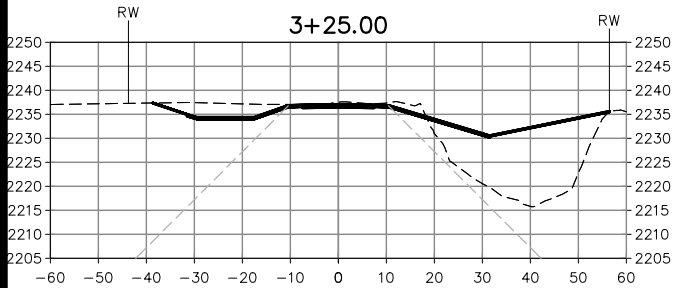
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PRAIRIE TRAIL CROSS SECTIONS

PROJ NO:	41354.210
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DRAWN BY:	JDY / JT
CHECKED BY:	MG
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NO. DATE REVISION DESCRIPTION BY

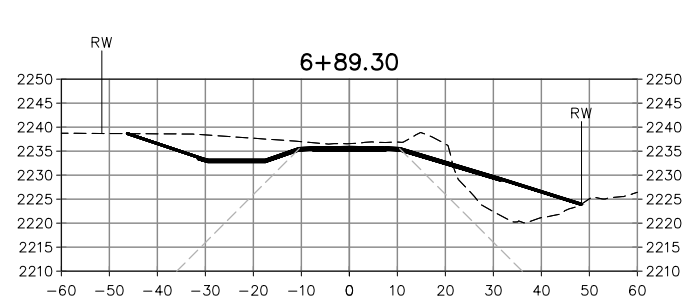
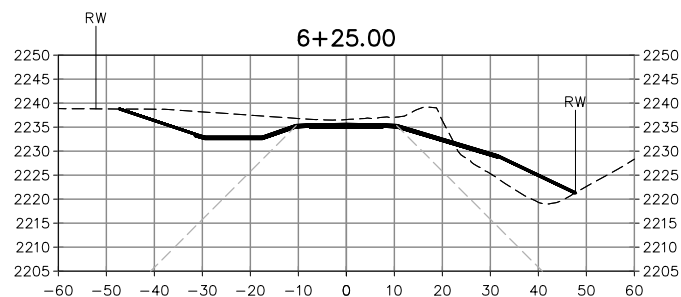
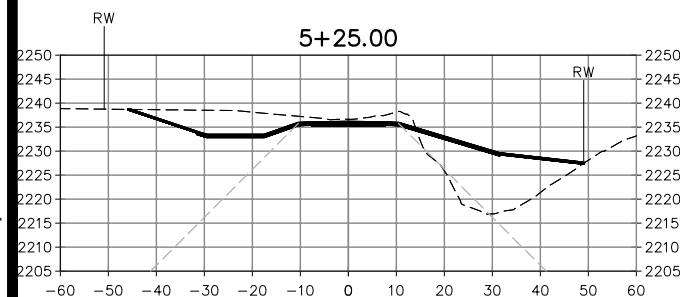
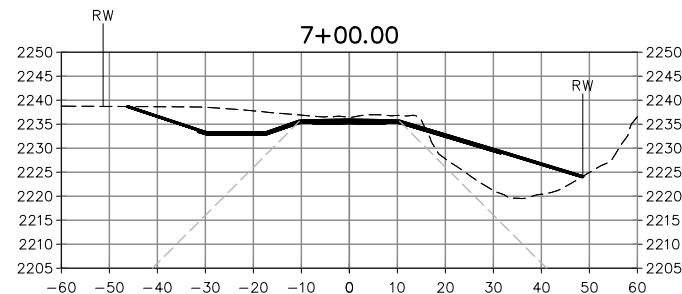
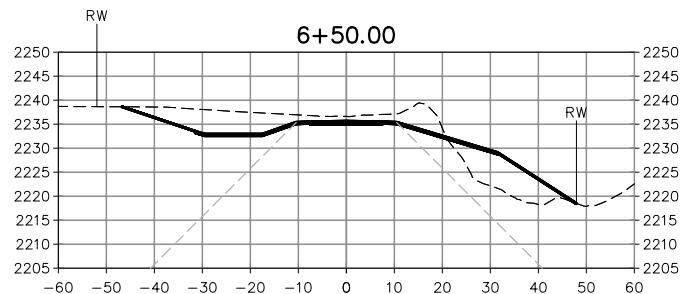
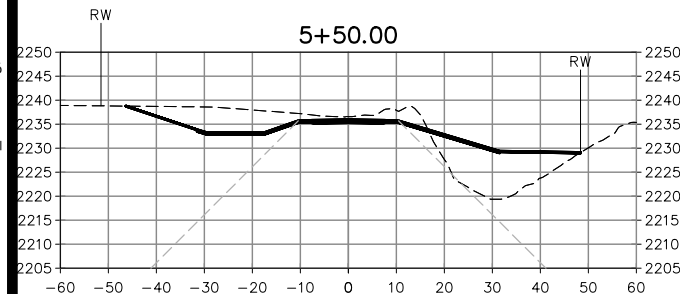
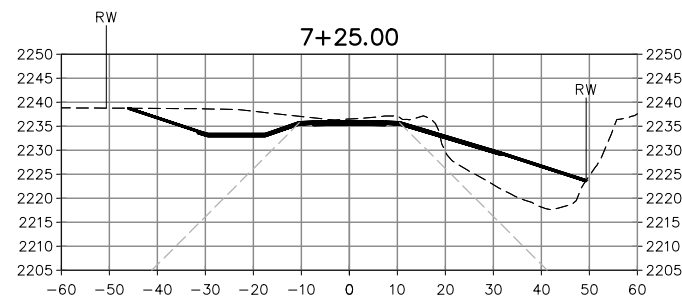
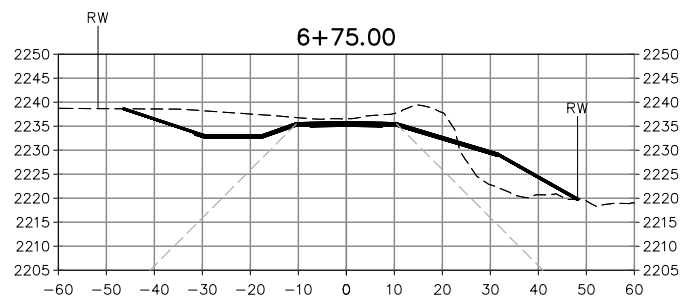
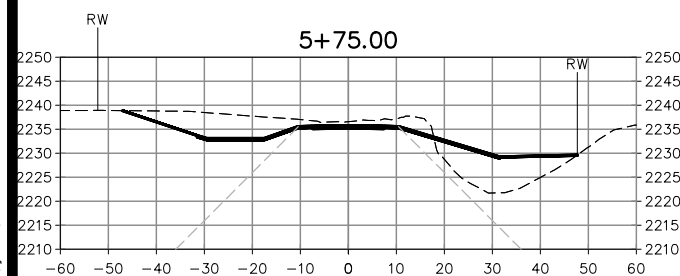
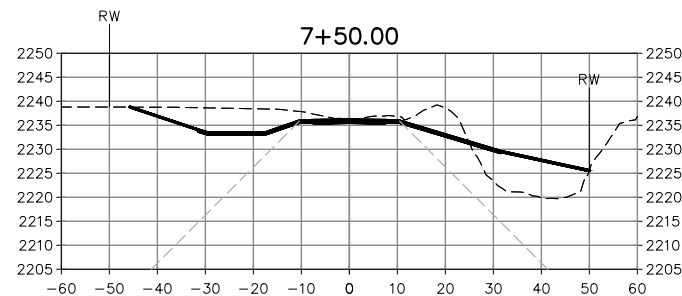
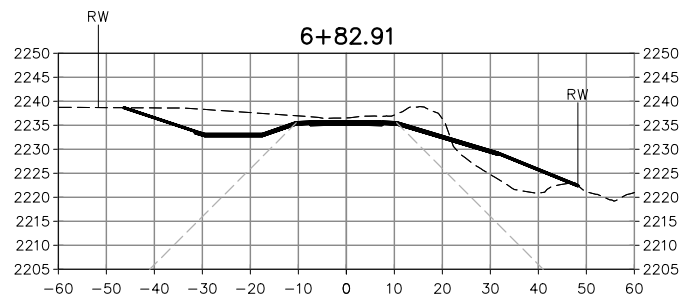
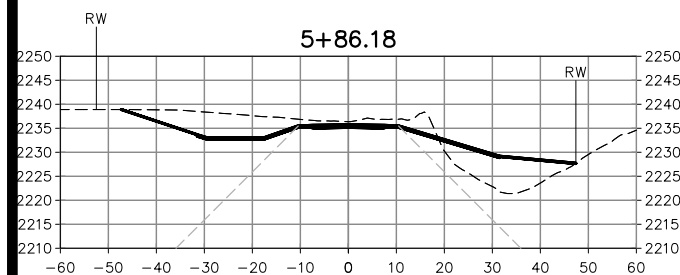
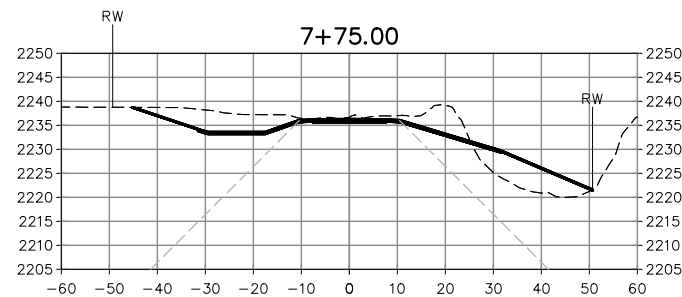
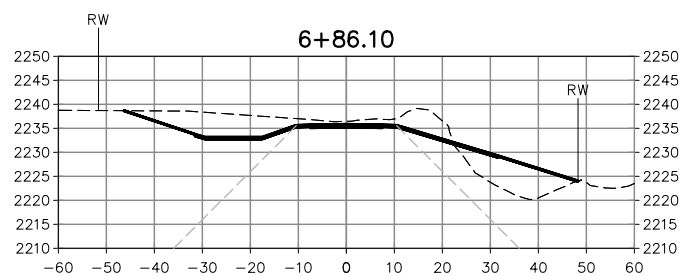
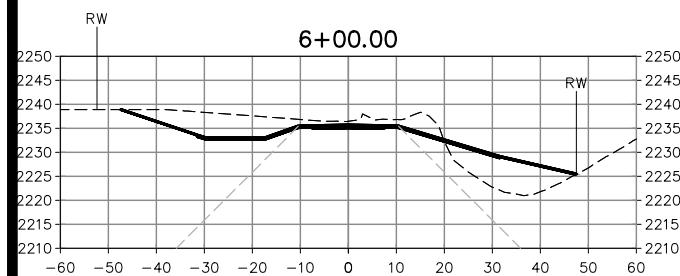
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ZORROS RD TO SH41 TRAIL

PRAIRIE TRAIL CROSS SECTIONS

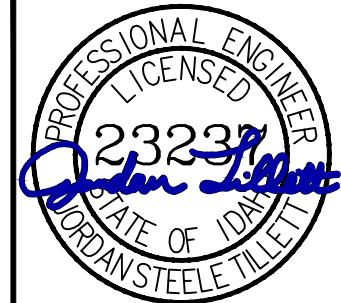
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DATE: 05/06/2025
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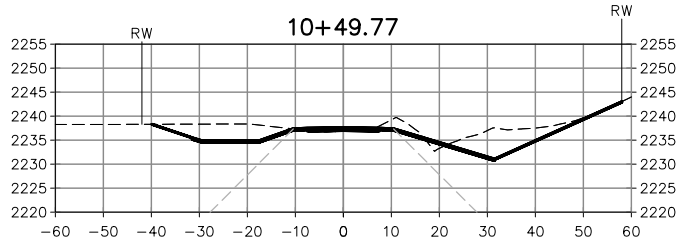
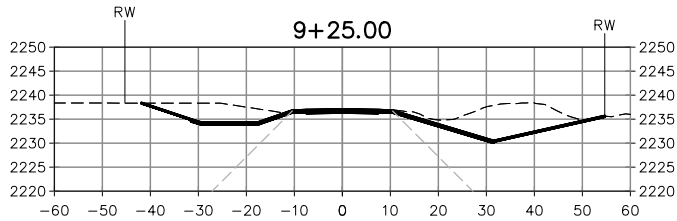
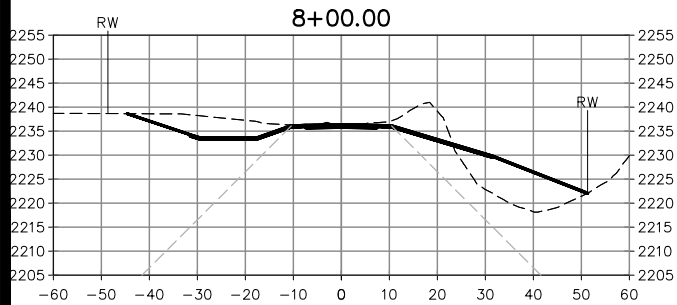
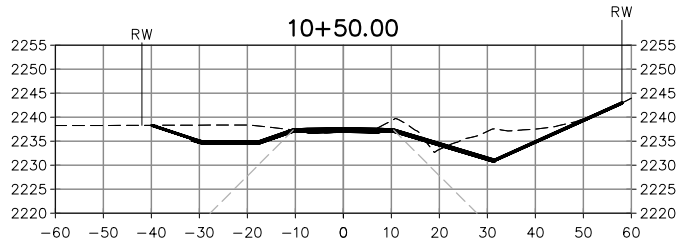
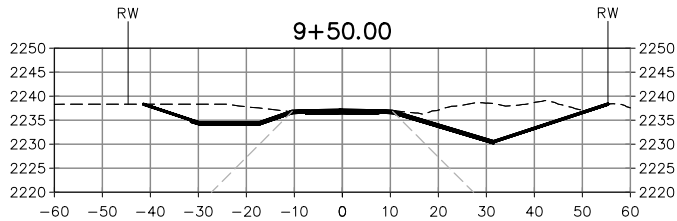
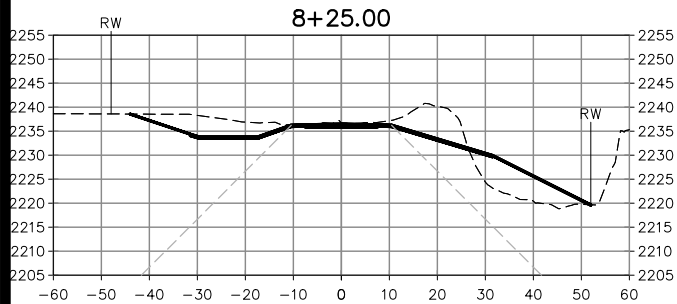
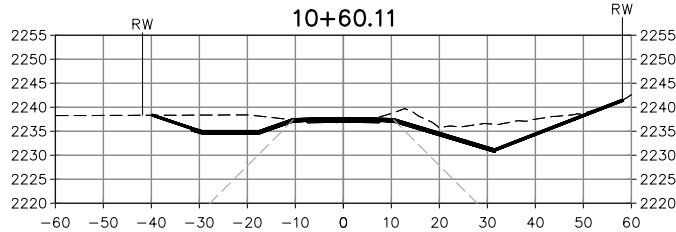
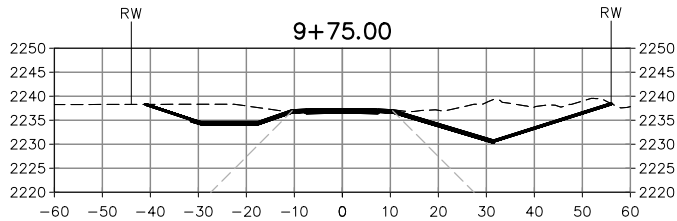
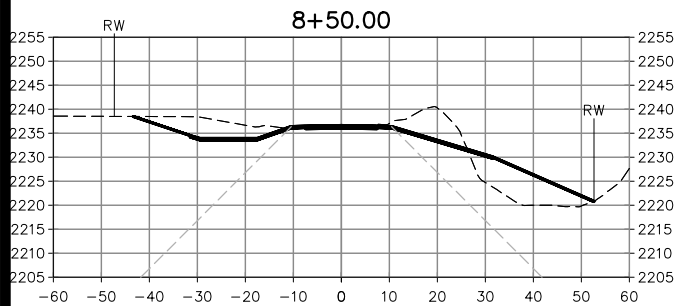
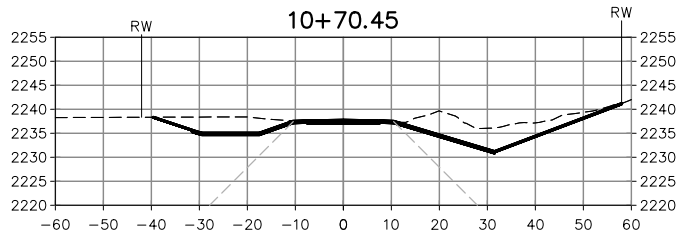
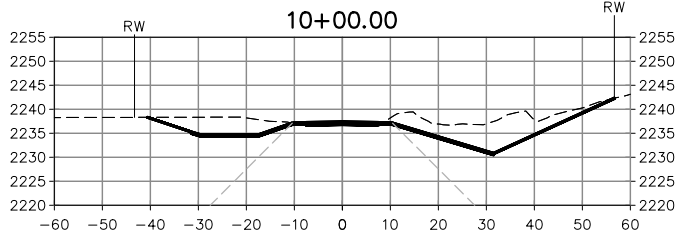
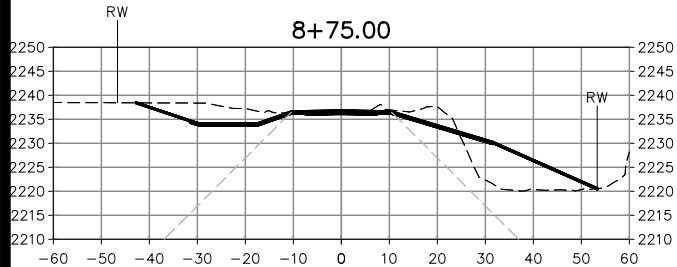
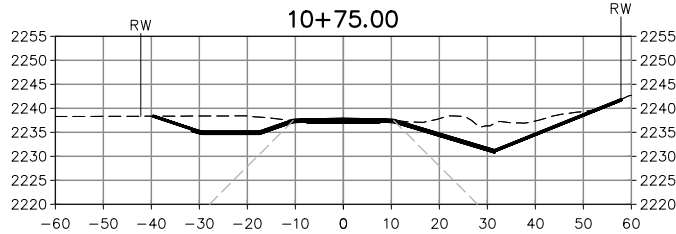
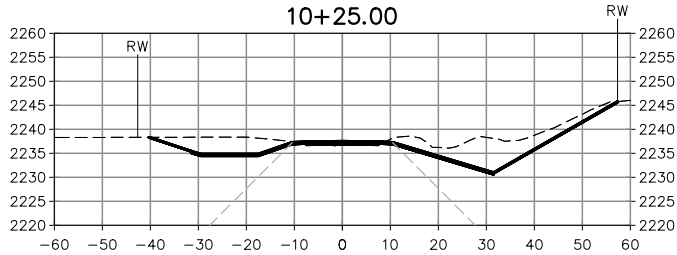
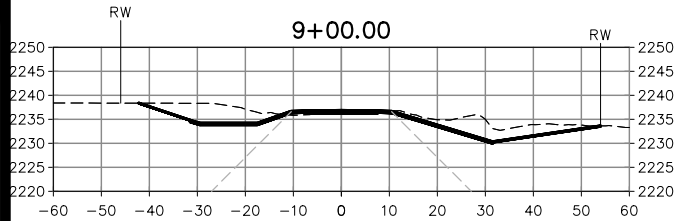
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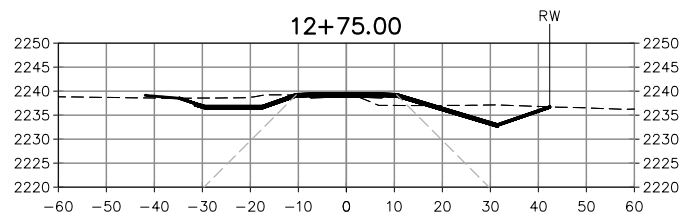
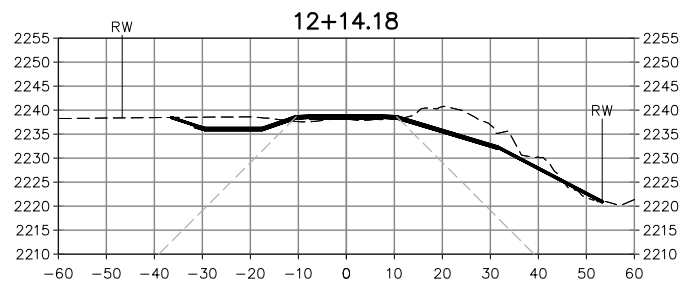
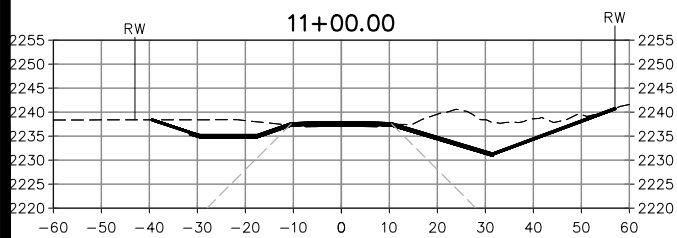
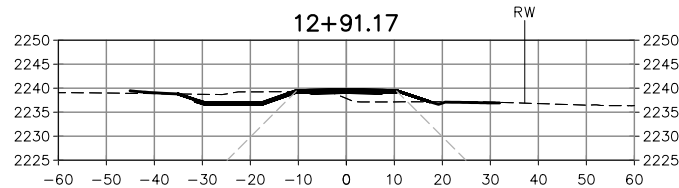
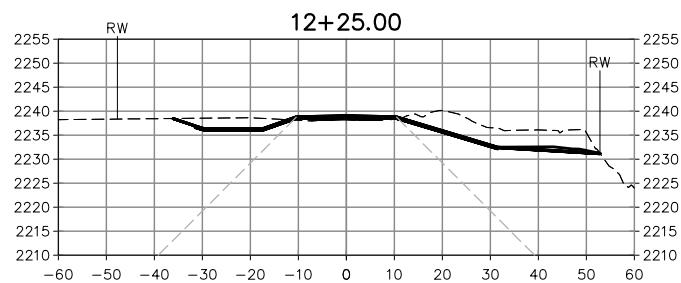
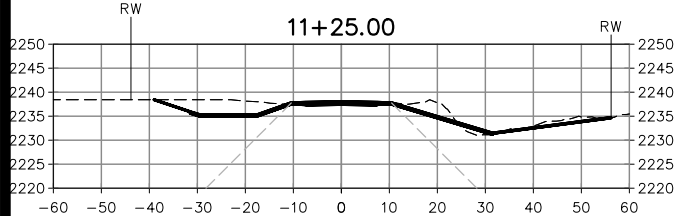
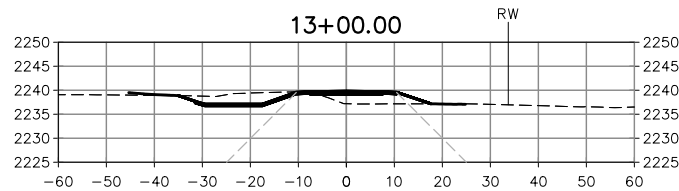
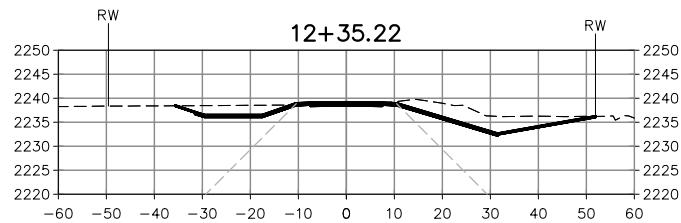
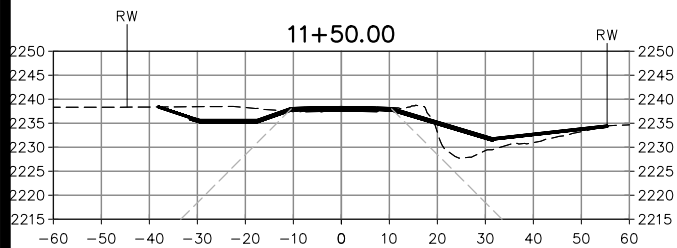
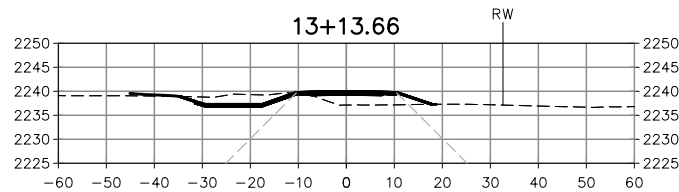
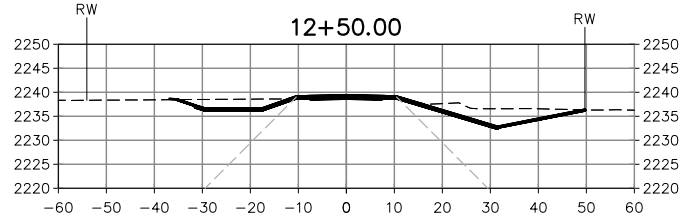
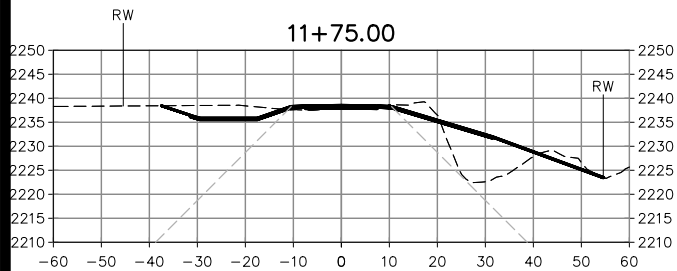
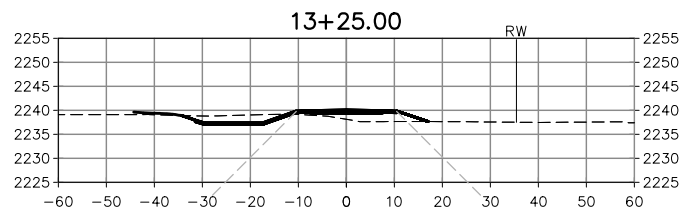
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NO.	DATE	REVISION DESCRIPTION	BY

CITY OF POST FALLS
PRAIRIE TRAIL EXTENSION
ZORROS RD TO SH41 TRAIL
PRAIRIE TRAIL CROSS SECTIONS

PROJ NO: 41354.210
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A circular professional engineer seal for the State of Idaho. The outer ring contains the text "PROFESSIONAL ENGINEER" at the top and "JORDAN STEELE TILLET" at the bottom. The inner ring contains the word "LICENSED" at the top and "STATE OF IDAHO" at the bottom. In the center, the license number "23239" is printed. A blue ink signature, "Jordan Steele Tillett", is written across the seal, overlapping the license number and the "STATE OF IDAHO" text.

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Page 294 of 384

Professional Engineer
Licensed
23231
Jordan Steele Tillett
State of Idaho
05/08/2025

CITY OF POST FALLS

PRAIRIE TRAIL EXTENSION
ZORROS RD TO SH41 TRAIL

PRAIRIE TRAIL CROSS SECTIONS

XS 6

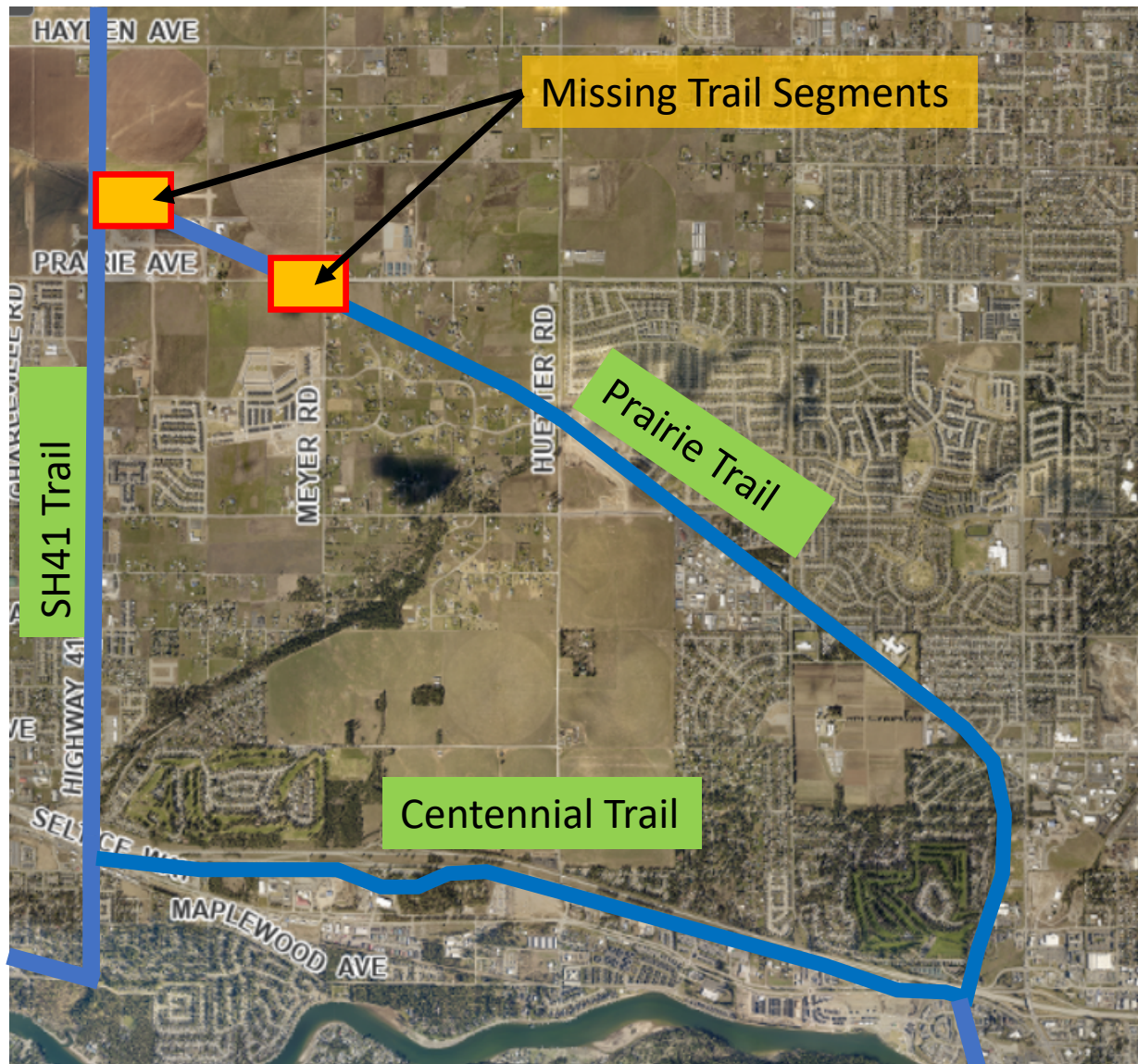
Prairie Trail Extension – Zorros Rd. to SH41

Robert S. Palus, PE –
City Engineer

Community Development /
Engineering

May 20, 2025





North Idaho Centennial Trail

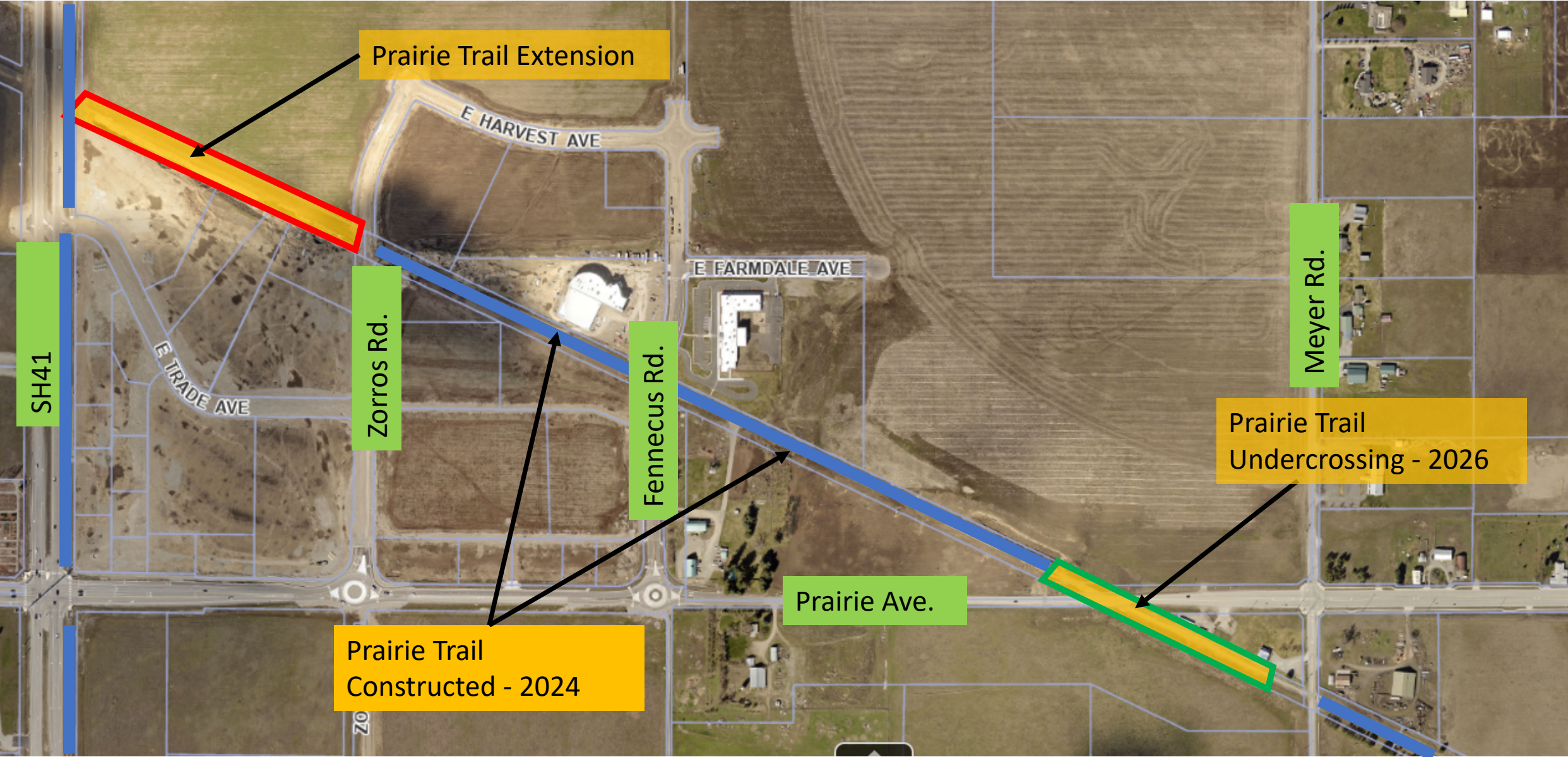
-26 miles Idaho/Washington State line to Higgins Point in Coeur d'Alene

SH41 Trail

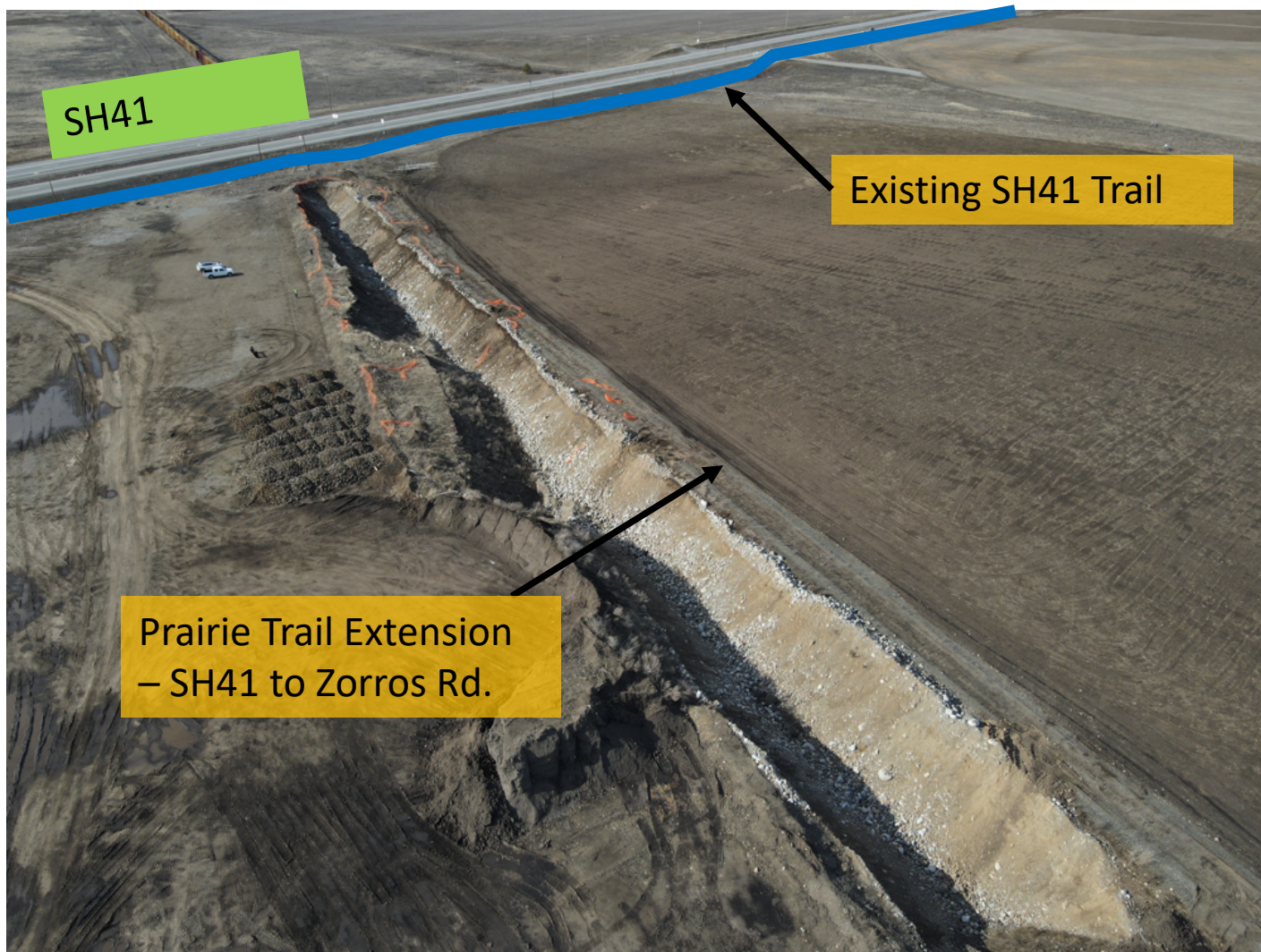
-6.6 miles Centennial Trail to Rathdrum

Prairie Trail

-5.6 miles Centennial Trail to SH41 Trail
- 2 missing segments



Missing segments / gaps



March 2025 – Hired Welch Comer & Associates with Buddinger & Associates

- Geotechnical analysis to fill the remaining open excavation
- Provide construction plans and specifications

Requesting approval to advertise for bids to fill the open excavation and construct the missing segment of the Prairie Trail from Zorros Rd. to SH41

- Bid opening June 2025
- Construction Summer / Fall 2025

Prairie Trail Extension – Zorros Rd. to SH41

Robert S. Palus, PE –
City Engineer

Community Development /
Engineering

May 20, 2025



**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/20/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, City Engineer
SUBJECT: Railroad Quiet Zones

ITEM AND RECOMMENDED ACTION:

City staff seeks direction from City Council on retaining a consultant to add an analysis of Railroad Quiet Zones to the current Transportation Master Plan.

DISCUSSION:

In November 2019 City Council was presented in a workshop with information regarding the implementation of Railroad Quiet Zones within Post Falls and adjoining lands within the County. At that time, the City Council did not want to proceed further with the analysis of Quiet Zone Implementation.

Recently, the City has been receiving additional requests and inquiries about the establishment of Railroad Quiet Zones. In 2019, City Staff worked with staff members at the Kootenai County Metropolitan Planning Organization (KMPO) to produce a Railroad Quiet Zone Informational Guide which led to the adoption of a "Policy on the Establishment of Railroad Quiet Zones within Kootenai County". In 2019, the estimated cost for the establishment of a quiet zone in Post Falls was estimated at approximately \$8.8 million and had additional annual maintenance costs of over \$70,000. Current estimates project costs around \$10.3 million, though cost could be reduced to \$2.2 to \$2.7 million if a proposed roadway overpass of the railroad(s) at Poleline Ave. can be mitigated through other methods.

Annual maintenance costs are currently estimated to be between \$70,000 to \$150,000. City Staff has requested a scope of services for JUB Engineering to add analysis of Railroad Quiet Zones to the current Transportation Master Plan Update (2025). Work would include research of current regulations, diagnostic reviews of each crossing within the UPRR corridor (Beck Rd. to Idaho Rd.), conceptual designs and cost estimates for implementation. The inclusion of additional analysis within the Transportation Master Plan would cost \$95,400.00, which could be paid through Transportation Impact Fees. Funding sources for implementation have not been identified as Quiet Zones would not qualify for Impact Fee Funding and are unlikely to qualify for grants as they do not typically impact capacity or safety at railroad crossings. Staff is seeking direction from City Council on whether to proceed with additional analysis of railroad quiet zones.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

November 19, 2019 City Council Workshop

APPROVED OR DIRECTION GIVEN:

Not to proceed with further study

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$95,400

BUDGET CODE:

037 431.0000 80290 (Transportation Impact Fees)

ATTACHMENTS:

1. RXR Quite Zones a
2. J-U-B-StandardSOW-Attachment1_QuietZone
3. Workshop - UPRR quiet zone study 11-19-19
4. UPRRQuietZoneMap
5. KMPO memo only May 2019
6. QZ-Information-Guide-FINAL-5-22-19
7. Railroad-Quiet-Zone-Policy-FINAL_signed-6-13-19

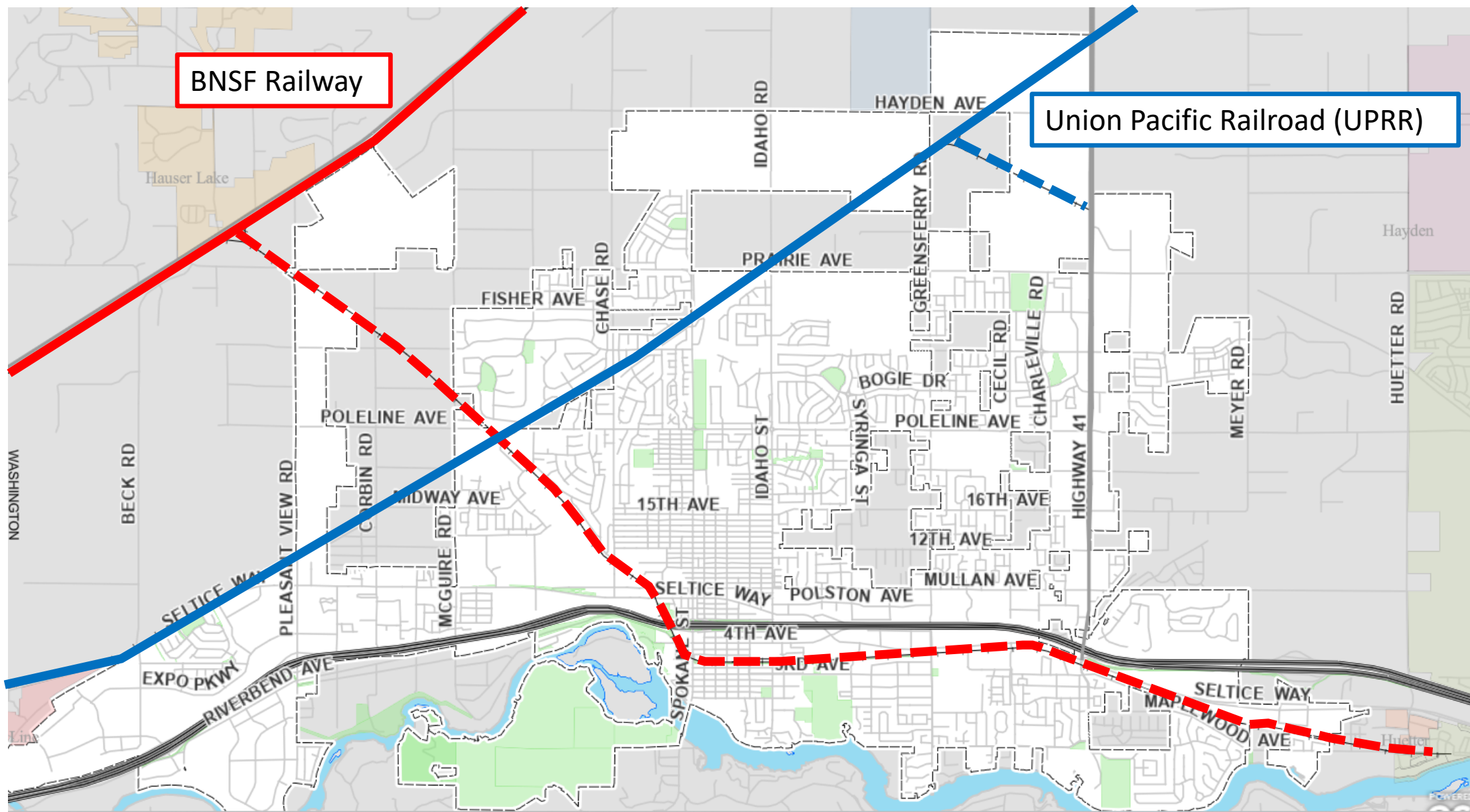
2025 Transportation Master Plan - Railroad Quiet Zones

Robert S. Palus, PE –
City Engineer

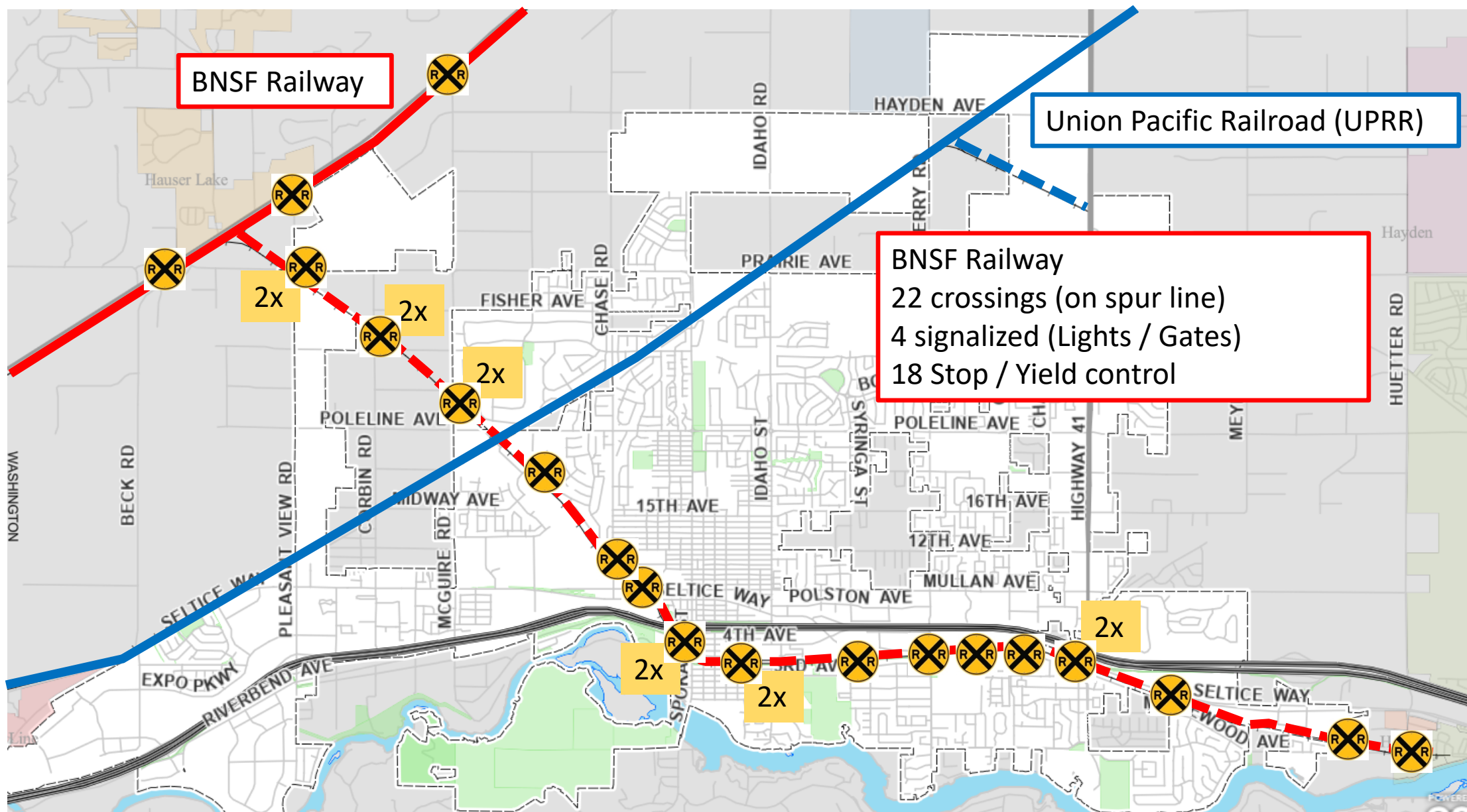
Community Development /
Engineering

May 20, 2025

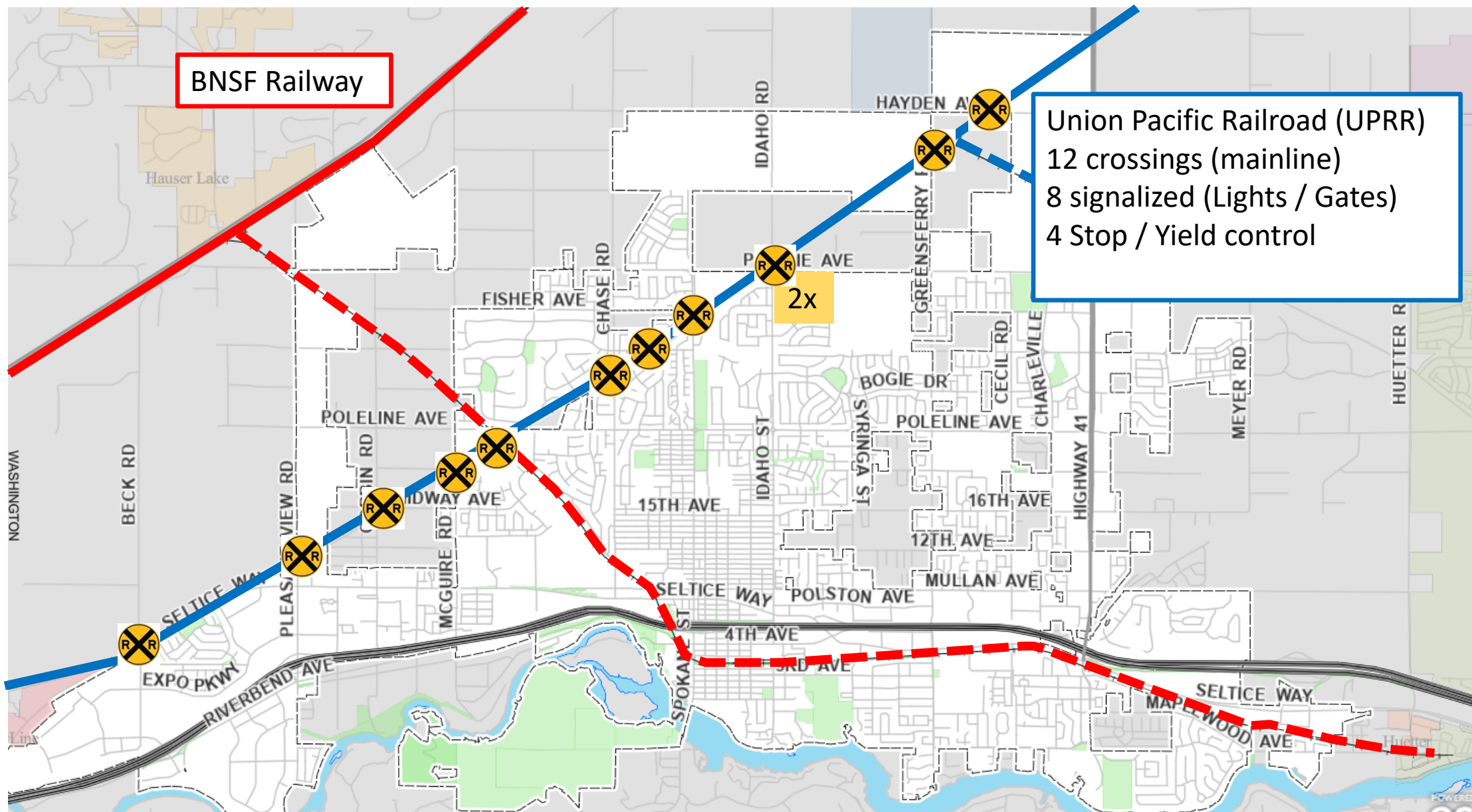




Existing Rail System



BNSF Crossings



UPRR Crossings

RAILROAD QUIET ZONE:

A designated section of railroad track where train horns are not required to sound at public crossings

Key features:

- Horn Silence
- Safety Improvements
- Public Authority Designation
- Federal Railroad Administration (FRA) Regulations
- Exceptions

Policy on the Establishment of Railroad Quiet Zones within Kootenai County

Kootenai County Metropolitan Planning Organization - 2019

- Located on the BNSF or UPRR mainlines
 - Limited use on spurs, minimal use
- All crossing components to be brought up to current standards when safety improvements are required
- Preferred locations suburban land uses and density's within ¼ mile of the railroad tracks.

Existing Quiet Zone – UPRR @ Mill Street (Rathdrum, 2011)

Potential Quiet Zone – UPRR McGuire Rd. to Meyer Rd.

- 15 crossings

- Residential densities

adjoining

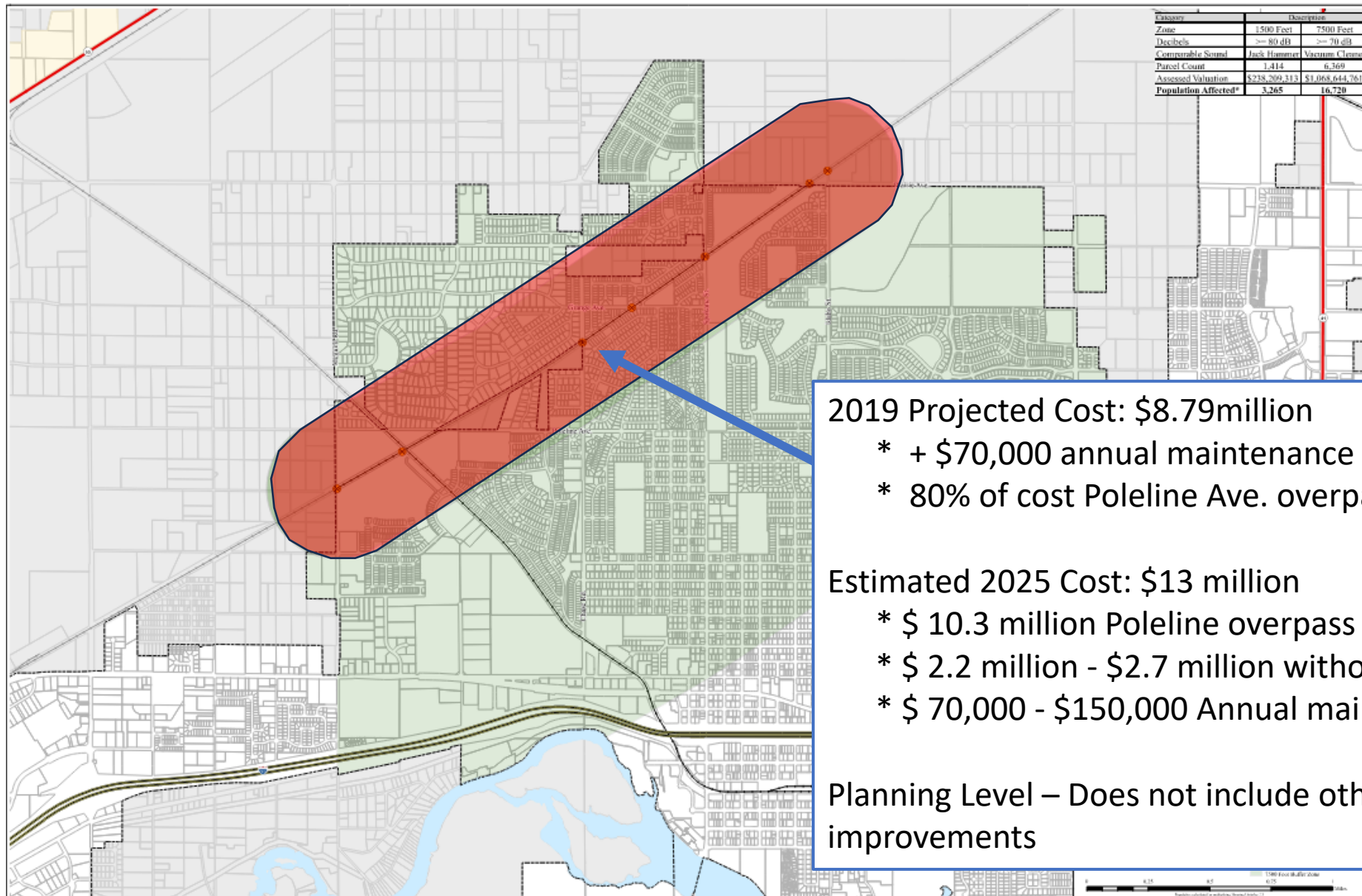
KMPO Study - 9 miles of rail track

- Ability to expand to Stateline

Railroad Quiet Zones, An Information Guide

Kootenai County Metropolitan Planning Organization - 2019

- What is a quiet zone
- How are they established
- What safety measures area allowed
 - Street Closure
 - Grade Separation
 - Four Quadrant Gates
 - Two Quadrant Gates with Medians
- Costs
- Advantages / Disadvantages
- Priority Location(s) in Kootenai County



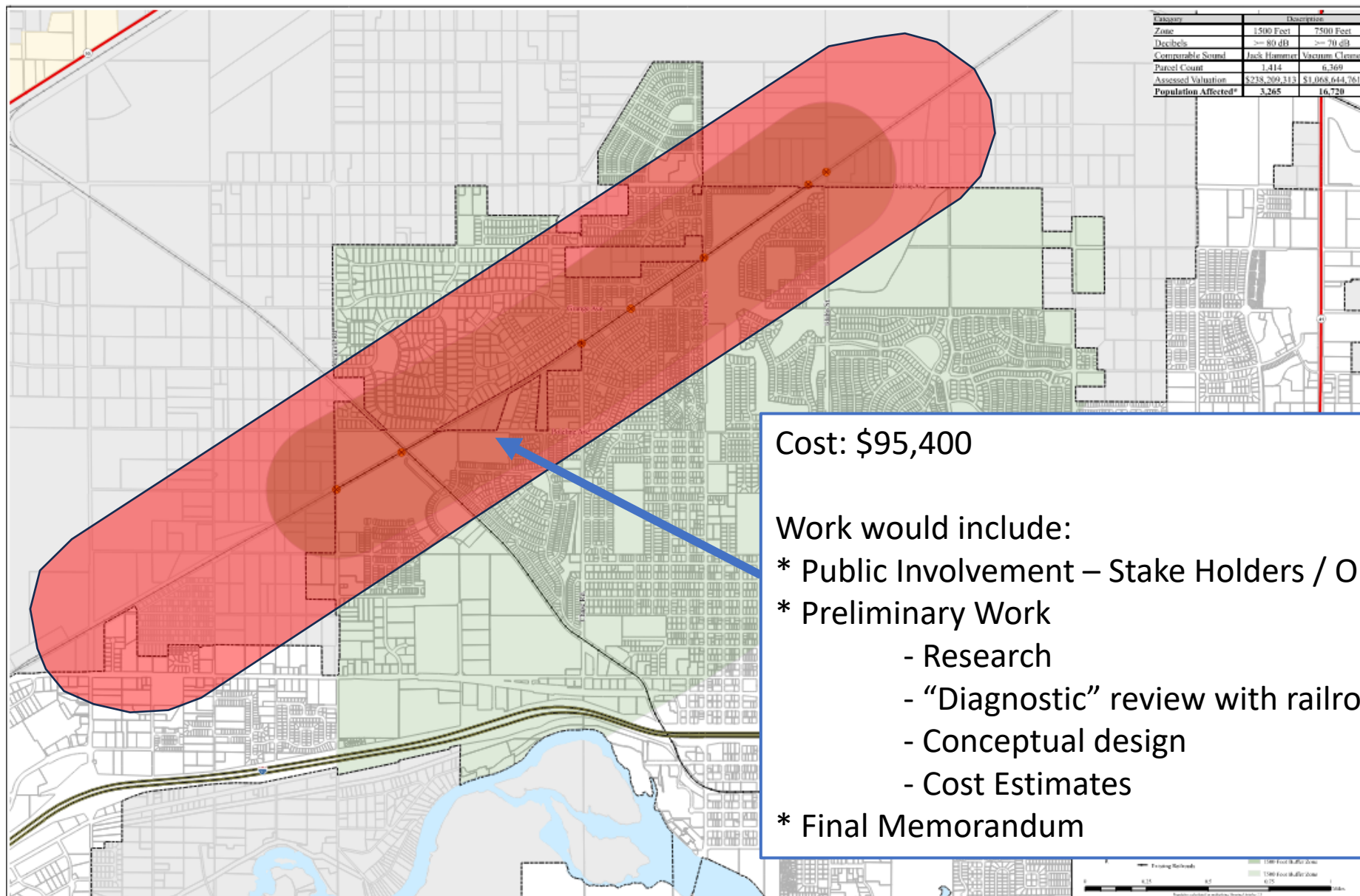
2019 Projected Cost: \$8.79million

- * + \$70,000 annual maintenance
- * 80% of cost Poleline Ave. overpass

Estimated 2025 Cost: \$13 million

- * \$ 10.3 million Poleline overpass
- * \$ 2.2 million - \$2.7 million without overpass
- * \$ 70,000 - \$150,000 Annual maintenance

Planning Level – Does not include other safety improvements



Cost: \$95,400

Work would include:

- * Public Involvement – Stake Holders / Open House
- * Preliminary Work
 - Research
 - “Diagnostic” review with railroad
 - Conceptual design
 - Cost Estimates
- * Final Memorandum



Quiet Zone

Benefits:

- Can improve quality of life
- Can have positive impact on Economic Development

Disadvantages

- Improvements may not have a safety benefit
 - * Do not qualify on there own for safety grants
- Improvements are not capacity related
 - * Do not qualify for funding from Impact Fees
- Annual Maintenance / permitting costs

2025 Transportation Master Plan - Railroad Quiet Zones

Robert S. Palus, PE –
City Engineer

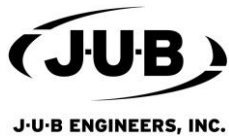
Community Development /
Engineering

May 20, 2025





Page 314 of 384



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

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Transportation Master Plan

CLIENT: City of Post Falls

J-U-B PROJECT NUMBER: 07-23-040

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

ATTACHMENT TO:

☐ **AGREEMENT DATED:**4/18/2023; or

☒ **AUTHORIZATION FOR CONTRACT AMENDMENT #2; DATED:** Click or tap to enter a date.

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

PART 1 - PROJECT UNDERSTANDING

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

We understand the City of Post Falls (the City) desires to study the capital costs and schedule for implementing a quiet zone or series of quiet zones for the Union Pacific Railroad (UPRR) main line from the Beck Road crossing to the Hayden Avenue crossing. The crossings include:

- North Beck Road
- Private Crossing (EnviroTech Services)
- Pleasant View Road
- North Corbin Road
- McGuire Road
- West Poleline Avenue
- North Chase Road
- West Grange Avenue
- North Spokane Street
- West Prairie Avenue
- North Idaho Road
- North Greensferry Road
- Hayden Avenue

We assume that all crossings along the line will continue to be an at-grade crossing, but we will complete one grade separated preliminary design and cost estimate. The grade separated option will be determined after the data collection phase is completed and discussed with the City. The study is to be conducted in concurrence with and incorporated into the City Transportation Master Plan (TMP) in accordance with the TMP schedule. Public involvement will be limited to the preparation of exhibits and attending the open house coordinated as part of the TMP.

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. Existing Task 001: Project Management

1. Additional project management for this additional services agreement based on tasks outlined in the original agreement

B. Existing Task 002: Public Involvement

This additional work for the quiet zone shall be completed in concert with the original agreement PI open house tasks.

1. Existing Subtask 002: Additional Stakeholder Coordination
 - a. Ongoing facilitation of stakeholder inquiries and response coordination.
 - b. Database input of stakeholder conversations.
2. New Subtask 009: Quiet Zone Open House
 - a. Develop Outreach Materials:
 - i. Overview flier about quiet zones—description, intent, cost, timeline
 - b. Create and print up to six display boards, including welcome, background, cost, processes, graphic illustrations of the designs, and anticipated timeframes for railroad concurrence
 - c. One additional J-U-B staff will attend and assist with open house
 - d. Develop open house summary report
3. Assumptions:
 - a. The project team will coordinate with the City on public and stakeholder communication and inquiries.
 - b. The Open House will be combined with Transportation Master Plan Open House #2
4. Deliverables:
 - a. Stakeholder database
 - b. Overview flier
 - c. Up to six open house meeting displays
 - d. Sign-in sheet, comment cards
 - e. Open house summary report, which will contain comment themes, and digital copies of flier, display boards, sign-in sheets and comment cards
 - f. Public point-of-contact availability via phone and email

C. New Task 013: Quiet Zone Preliminary Work

1. Subtask 001: FRA and UPRR Investigation
 - a. Research UPRR standards and local contacts
 - b. Collect and verify FRA crossing data
2. Subtask 002: Identify Crossing Improvements
 - a. Identify Potential Options for Quiet Zone Crossings
 - b. Identify the Delineation of Each Quiet Zone
 - c. Cross Reference Improvements with the City Transportation Master Plan
 - d. Complete the FRA Quiet Zone Calculator
 - e. Develop a List of Recommended Improvements and Quiet Zones
 - f. Select a Crossing for a Grade Separated Alternative
3. Subtask 003: Conceptual Design
 - a. Provide Conceptual Design for Each At-Grade Crossing Location (13 total)
 - b. Provide Alternative Grade Separated Conceptual Design for One of the 13 Crossings (1 total)
 - c. Senior Engineer feasibility site visit

- i. A site visit to each site will be performed by a senior engineer to confirm the feasibility and approach of each plan are in the best interest of the City
- 4. Subtask 004: Cost Estimation
 - a. Provide Conceptual Cost Estimates for Each At-Grade Crossing Location (13 total)
 - i. The Costs Will Include the Estimate for the City's Design Consultant, UPRR's Design Consultant and Review, the Cost of the Roadway Improvements, the Cost of the Grade Crossing Equipment and Installation, the Cost of the Crossing Agreement, and the Cost of the Construction and Maintenance Agreements.
 - ii. The Costs Will Be Adjusted to Reflect the Anticipated Year of Construction.
 - b. Provide Conceptual a Cost Estimate for the Grade Separated Crossing Alternative (1 total)
 - i. The Costs Will Include the Estimate for the City's Design Consultant, UPRR's Design Consultant and Review, the Cost of the Roadway Improvements, the Cost of the Grade Crossing Equipment and Installation, the Cost of the Crossing Agreement, and the Cost of the Construction and Maintenance Agreements.
 - ii. The Costs Will Be Adjusted to Reflect the Anticipated Year of Construction.
- 5. Assumptions:
 - a. Conceptual design will plan view with aerial background
 - b. For high cost/effort solutions, such as grade separations, comparable costs will be pulled from other similar projects and adjusted to meet site specific requirements. Item driven cost estimates will not be provided for grade separation alternatives.
- 6. Deliverables:
 - a. List of Recommended Improvements for Each Crossing (13 Total)
 - i. This Includes the Quiet Zone Calculations
 - b. Conceptual Design for Each Crossing, Including the Grade Separated Crossing Alternative (14 total)
 - c. Cost Estimate for Each Crossing Alternative (14 Total)

D. New Task 014: Quiet Zone Memorandum

- 1. Subtask 001: Draft Quiet Zone Memorandum
 - a. Develop Draft Quiet Zone Memorandum
 - b. Circulate Draft Quiet Zone Memorandum for City Comment
- 2. Subtask 002: Final Quiet Zone Memorandum
 - a. Final Quiet Zone Memorandum
- 3. Deliverables:
 - a. Draft Quiet Zone Memorandum (2 hardcopies + PDF)
 - b. Final Quiet Zone Memorandum (2 hardcopies + PDF)

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. Stakeholder list development support.
- 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. A noise study analyzing the impacts of the train horn and the benefits of an implemented quiet zone.
 - 2. Diagnostic meetings with UPRR to discuss specific design options for each crossing.

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. 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. Period of Services

1. If the period of service for the Tasks identified above is extended beyond 2025 or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. 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
Existing Task 001	Project Management		\$6,400	Concurrent with work progress
Existing Task 002	Public Involvement		\$13,000	Concurrent with work progress
New Task 013	Quiet Zone Preliminary Work		\$62,500	Draft for CLIENT review 3 months after executed contract, notice to proceed, and receipt of all required data
New Task 014	Quiet Zone Memorandum		\$13,500	Draft for CLIENT review 5 months after executed contract, notice to proceed, and receipt of all required data
Additional Project Lump Sum:			\$95,400	
New Contract Total:			\$835,200	

PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.
- B. Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.

- C. Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.
- D. 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.
- E. The Client understands and agrees that Artificial Intelligence (AI) may be used as tools on the Project (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Traffic/Transportation (T03)
2. Railroad/Rapid Transit (R03)

**CITY OF POST FALLS
AGENDA REPORT
WORKSHOP ITEM
MEETING DATE: NOVEMBER 19, 2019**

DATE: NOVEMBER 14, 2019
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BOB SEALE – COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: UPRR QUIET ZONE FEASIBILITY STUDY

ITEM AND RECOMMENDED ACTION: At the direction of the City Council the Community Development Department will engage JUB Engineering to complete a UPRR Quiet Zone Feasibility Study.

DISCUSSION:

City staff has continued to receive complaints regarding the noise level and frequency of the trains along the UPRR mainline. KMPO previously worked with the city in early 2019 to look at the process for establishing a quiet zone on the UPRR mainline. It was determined by staff that a closer and more detailed look at the process would be required in order to make educated recommendations to Council for any future quiet zone implementation.

Staff will present pertinent information, including maps illustrating the population affected by day and night rail crossings.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

KMPO Presentation on Railroad Quiet Zones Policy May 21, 2019

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

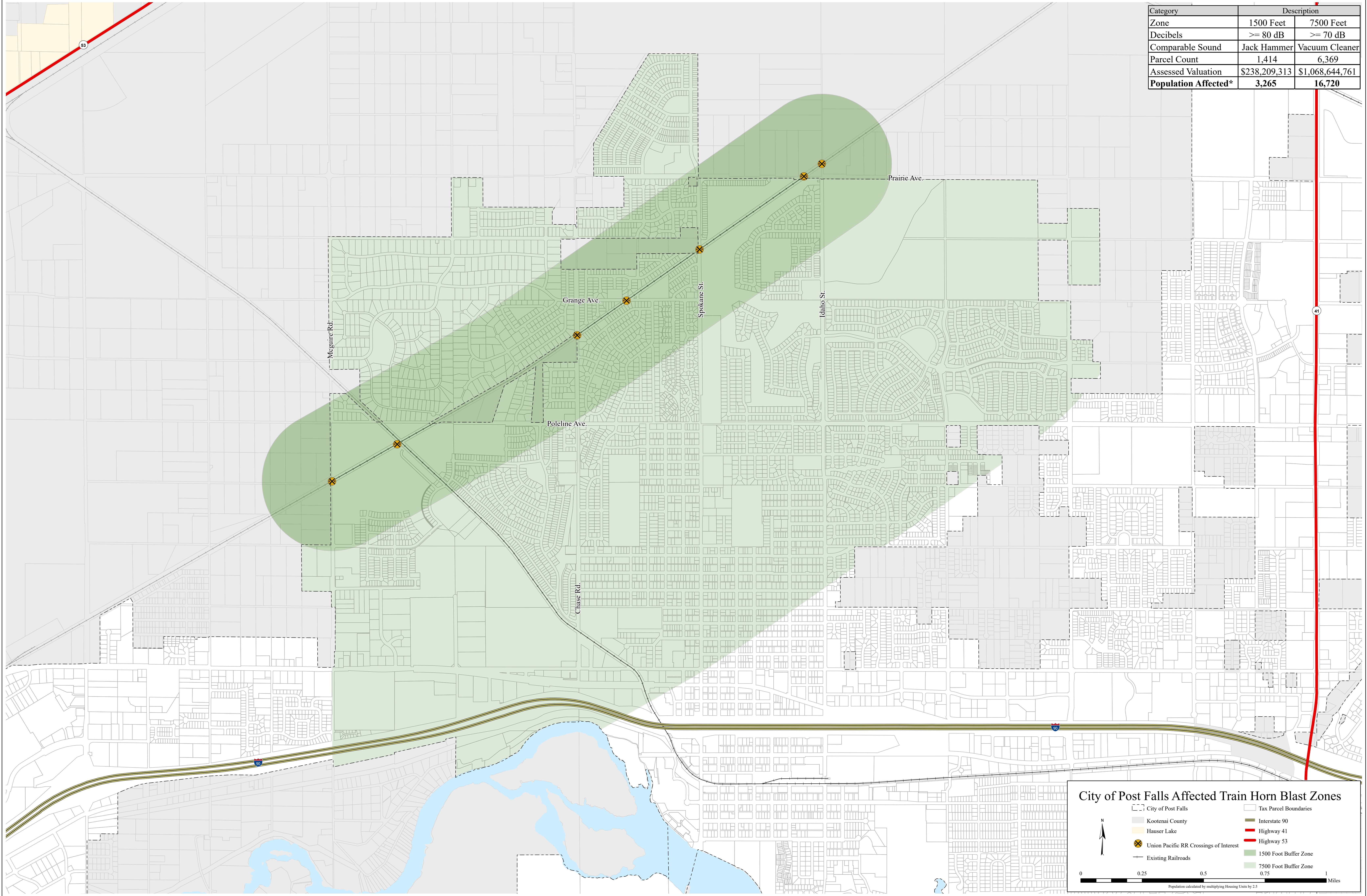
\$67,000

BUDGET CODE:

001-453.0000.62040

SUPPORTING DOCUMENTS:

Draft contract with JUB for Quiet Zone Feasibility Study



Category	Description	
Zone	1500 Feet	7500 Feet
Decibels	>= 80 dB	>= 70 dB
Comparable Sound	Jack Hammer	Vacuum Cleaner
Parcel Count	1,414	6,369
Assessed Valuation	\$238,209,313	\$1,068,644,761
Population Affected*	3,265	16,720

City of Post Falls Affected Train Horn Blast Zones

City of Post Falls

Kootenai County

Hauser Lake

Union Pacific RR Crossings of Interest

Existing Railroads

Tax Parcel Boundaries

Interstate 90

Highway 41

Highway 53

1500 Foot Buffer Zone

7500 Foot Buffer Zone

00.250.50.751

Miles

Population calculated by multiplying Housing Units by 2.5



City of Coeur d' Alene
City of Post Falls
City of Hayden
City of Rathdrum
Coeur d' Alene Tribe
East Side Highway District
Idaho Transportation Department
Kootenai County, Idaho
Lakes Highway District
Post Falls Highway District
Worley Highway District

Item 5.b.ii

Cooperatively Developing a Transportation System for all of Kootenai County, Idaho

DATE: May 1, 2019
TO: KMPO Board
FROM: Ali Marienau, Transportation Planner
SUBJECT: Railroad Quiet Zone Policy & Information Guide

Recommendation:

KCATT recommends the KMPO Board adopt the KMPO Policy on the Establishment of Railroad Quiet Zones within Kootenai County (2019) and the Railroad Quiet Zone Information Guide as reviewed and recommended by KCATT at the April KCATT meeting.

Background:

In 2006, Congress finalized the Train Horn Rule, which set standards for the use of train horns at grade crossings. Historically, quiet zones, or whistle bans, were regulated at the state or local level, but in the 1980s, the Federal Railroad Administration (FRA) found a significant increase in nighttime train-vehicle collisions in quiet zone locations, prompting the creation of the Train Horn Rule. The Rule still allows Quiet Zones to be established by local regulatory agencies, but to qualify for establishment, crossings must fall below a specified level of risk or have safety measures installed at the agency's expense. There are no funding mechanisms, specifically, for the establishment of Quiet Zones, since they are seen as a quality of life improvement rather than a safety improvement.

Currently, Kootenai County has two main railroad corridors running through the north portion of the county and urban area. The Burlington Northern Santa Fe (BNSF) corridor – from Bonner County along Diagonal Rd and SH 53 to Washington – experiences approximately 50-60 trains a day. The Union Pacific (UPRR) corridor – from Bonner County along US 95 and across the Rathdrum Prairie through Post Falls – sees about 10 trains per day. The BNSF spur line, through Post Falls, transports another five to 10 trains per week. Along these rail lines, there are almost 60 grade crossings. There is currently one designated Quiet Zone in Kootenai County at Mill Street and the BNSF mainline in Rathdrum.

In the fall of 2018, KMPO was contacted by Kootenai County about the process for implementing Quiet Zones at local railroad crossings. The County, as well as other agencies, have received ongoing requests from residents to implement Quiet Zones

along the region's railroad corridors due to the frequency of trains and the impacts of train noise. Due to the complex process and cost of implementing Railroad Quiet Zones, as well as the regional impact that railroads have, KMPO staff assembled a Railroad Quiet Zone KCATT subcommittee in December to gather input from local agencies and develop a regional policy to address this growing concern. The subcommittee was made up of KCATT members from Kootenai County, Post Falls, Post Falls Highway District, Lakes Highway District, Rathdrum and ITD, as well as KCATT's Ad hoc Rail representative. Two meetings were held in December and January.

There were a number of concerns that the Subcommittee had, including funding required improvements, coordination with railroads, agency authority over crossings, and planned improvements identified through Bridging the Valley. The results of the Subcommittee's discussions can be found in the Railroad Quiet Zone Policy and Information Guide.

Due to the regional impact trains have, the purpose of the Policy is to ensure a consistent approach is used to address and establish Quiet Zones in Kootenai County. The Subcommittee acknowledged the impacts of train noise on the regional population, but wanted to ensure that Quiet Zones were established in a fiscally responsible manner and in areas that are the most affected by train noise, due to the financial burden of creating and maintaining these zones. The Policy outlines conditions required for the establishment of a Quiet Zone(s) and identifies suitable locations for these treatments. The Subcommittee also identified Priority Crossings for Quiet Zones, which include the existing Mill Street Quiet Zone, as well as a proposed Quiet Zone through Post Falls from McGuire Road to Idaho Road. The Policy also stresses the previous planning efforts of Bridging the Valley and the grade separation projects being pursued by local agencies.

The Information Guide is an extension of the Policy to provide general information for the public and decision makers on the Quiet Zones, including the establishment process, safety treatments and potential costs, funding mechanisms, and priority Quiet Zone locations in Kootenai County. It was important to the Subcommittee to provide accurate cost estimates of establishing a Quiet Zone. Most cost information found online is dated; cost estimates were based off of ITD crossing construction estimates updated in 2018 and agency estimates for engineering, contingency, and inter-agency collaboration based on recent experience. Estimates for the McGuire Rd to Idaho Rd proposed Quiet Zone were based specifically on each crossing, including needed upgrades; treatments were selected based on the least-cost option. Subcommittee members felt these estimates were a fair representation of the potential cost for this project based on the best available information. However, these costs are estimates and could be more or less with further analysis of the crossing (e.g. identification of additional upgrades needed) or the selection of alternate safety treatments.

Kootenai Metropolitan Planning Organization

Railroad Quiet Zones

An Information Guide



May 2019

Contents

Background	2
What is the purpose of train horns?	2
What is a Quiet Zone?	2
How are Quiet Zones established?	2
What Safety Measures are Allowed?	4
What are Wayside Horns?	7
What does it cost to establish a Quiet Zone?	7
Are there benefits to Quiet Zones?	7
What about disadvantages?	7
How do Railroads feel about Quiet Zones?	8
How are Quiet Zones Funded?	8
I already pay taxes. Shouldn't those funds go towards the creation of a Quiet Zone?	9
Proposed Quiet Zones in Kootenai County	9
Priority Quiet Zone Location	9
Quiet Zones vs. Grade Separations	11
Additional Resources:	12

List of Figures & Tables

Figure 1: Quiet Zone Establishment Process	3
Figure 2: Wayside Horn Contour Comparison	7
Figure 3: Proposed Quiet Zone - McGuire Road to Idaho Road	9
Table 1: Potential Funding Mechanisms	8
Table 2: Estimated Costs for McGuire-to-Idaho Quiet Zone	10

Appendices

Appendix 1: Current Railroad Crossings	A-1
Appendix 2: Future Railroad Crossings	A-4

Background

Historically, trains have used their horns or whistles as a universal safety precaution when nearing grade crossings and in other circumstances. Railroad Quiet Zones, or whistle bans, existed in a number of places throughout the country for decades prior to current regulations. However, in the 1980s, the Federal Railroad Administration (FRA) studied Florida's whistle bans (allowed by state statute) and found a 195 percent increase¹ in the number of nighttime train-vehicle collisions at grade crossings.

In 1994, Congress enacted a law that required the FRA to regulate train horns at public crossings. The Train Horn Rule was finalized in 2006. These regulations, while setting standards for the use of train horns, also continued to provide communities with the option for relief from horns by detailing the process and criteria for creating Quiet Zones.²

What is the purpose of train horns?

The train horn is used specifically to warn travelers at public grade crossings that a train is approaching. The Train Horn Rule requires the horn to be sounded 15 to 20 seconds before entering the crossing. The pattern is two long, one short, two long and is repeated until the locomotive clears the crossing. Train whistles must be between 96 – 110 decibels.

What is a Quiet Zone?

A Quiet Zone (QZ) is a stretch of railroad that is a one-half mile in length or longer where trains do not sound their horns at crossings. In order to maintain safe crossings, additional safety treatments are installed.

Quiet Zones are defined and regulated by the FRA. The Train Horn Rule states that trains must use their whistles at crossings except when 1) a certified local QZ is created or 2) when wayside horns are used. This ruling preempts any local regulations, and both local agencies and railroads are required to adhere to the law. Within a Quiet Zone, trains are still allowed to use their horns in cases of emergency.

How are Quiet Zones established?

The process to establish a Quiet Zone can be a long and complex process. Local agencies and the railroads must follow all specifications outlined in the FRA regulations.

Quiet Zones are authorized and established by the local agency with jurisdiction of the roadway at the crossing. Without the horn, an adequate level of safety must be maintained. All crossings within the QZ must go through a full safety analysis by a diagnostic team made up of state and local agencies, railroad officials, and FRA managers. They must determine the Quiet Zone Risk Index (QZRI), or what the additional safety risk is without horns, and what safety measures, if needed, must be installed.

One of the following conditions must be met in order for a crossing to qualify for a QZ:

1. *The QZRI is less than or equal to the Nationwide Significant Risk Threshold (NSRT).* The NSRT is the annual average risk at all the Nation's public crossings equipped with gates and lights when train horns are sounded.

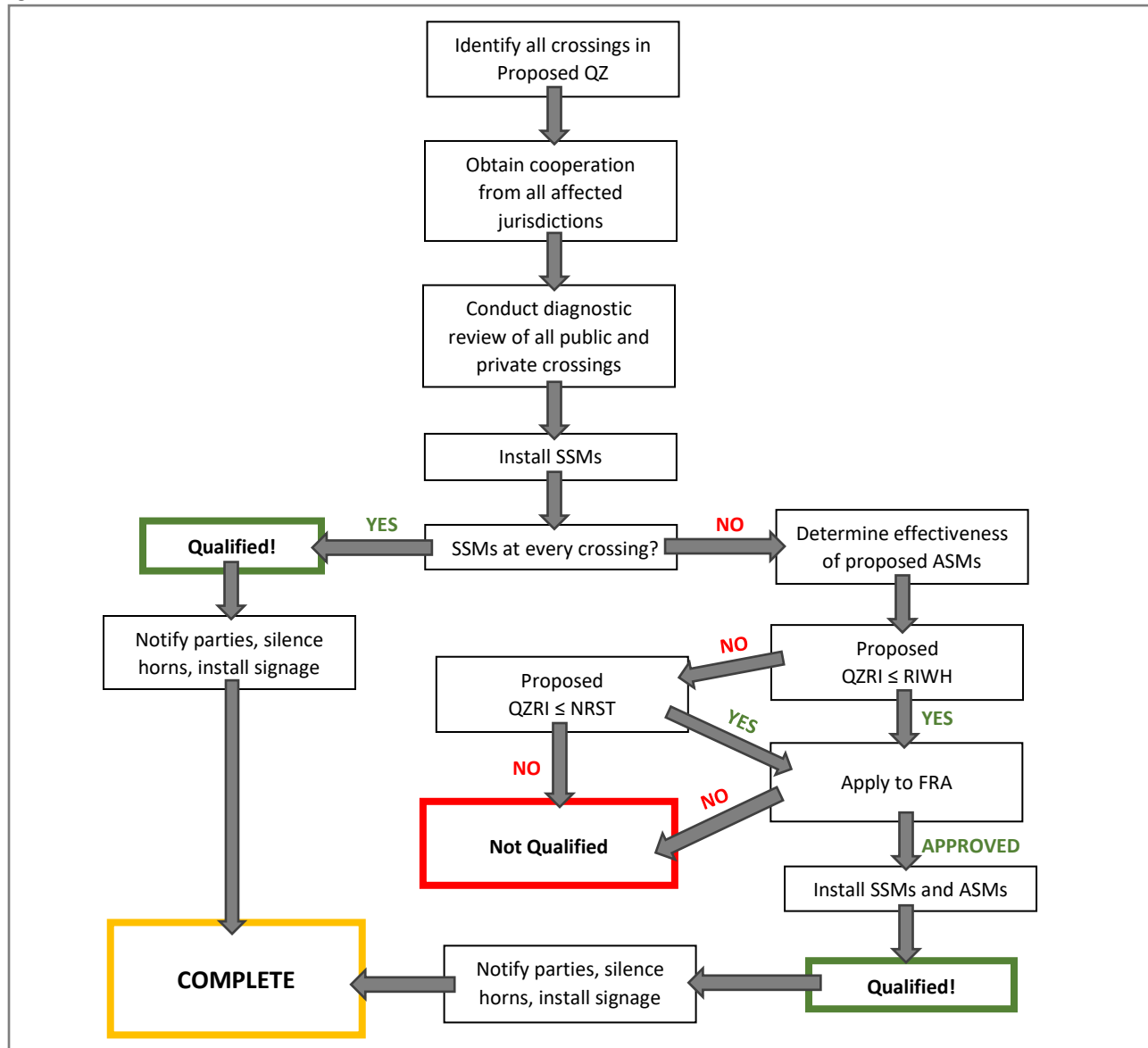
¹ Government Accountability Office, Railroad Safety: Quiet Zone Analyses and Inspections Could be Improved, 2017, p. 2

² Federal Railroad Administration, Guide to the Quiet Zone Establishment Process: An Information Guide, nd., p. 3

2. *The QZRI is less than or equal to the Risk Index With Horns (RIWH) with the additional safety measures.* The RIWH is the average risk for all public crossings in the proposed QZ with horns are sounded.
3. *Install Supplementary Safety Measures (SSMs) at every public highway-rail crossing.*³

Safety measures must be professionally engineered and use specific technologies, in order to be approved by the FRA. The safety improvements are installed by the railroad at 100% local agency expense. Figure 1 summarizes the establishment process.⁴

Figure 1: Quiet Zone Establishment Process



³ FRA, Guide to the Quiet Zone Establishment Process, nd., p. 4

⁴ Federal Railroad Administration, How to Create a Quiet Zone, 2012, p. 6

What Safety Measures are Allowed?

At a minimum, all crossings must have active warning devices, which include flashing lights, gates, constant warning time devices, and power out indicators.

The FRA details four specific SSMs approved for Quiet Zones:

- 1) Closing Street/Crossing – Permanent or Temporary or by grade separation
- 2) Four Quadrant Gates – Gates prohibiting traffic on all lanes, in both directions
- 3) Two Quadrant Gates with Medians/Channelization – Gates prohibiting traffic in each direction with a median at least 60 feet in length from gate to intersection
- 4) One-way Street with Gates

Additional information on safety measures is detailed below.⁵

Street Closure (Partial or Permanent)



Photo: Quiet Zone Technologies

- Required**
- ✓ Must completely block traffic on all lanes
 - ✓ Must completely block pedestrian access

PROS	CONS
▶ No conflicts between vehicles and trains ▶ Low cost ▶ Partial closures can be implemented from 10 PM to 7 AM	▶ Limits access

COST Permanent: \$70,000 - \$160,000
Partial: \$250,000+

Grade Separation

(included under 'Street Closure')



Photo: Kohli & Kaliher Associates

Required None Specified

PROS	CONS
▶ No interactions between vehicles and trains ▶ Guaranteed no horns	▶ Most expensive treatment

COST \$5 million +

⁵ 49 C.F.R. § 222 Subpart C, Appendix A (2019)

Four Quadrant Gates



Photo: Trains and Locomotives Wiki

- Required**
- ✓ Gates must span all travel lanes
 - ✓ Must utilize constant warning devices
 - ✓ Gate ends must be no farther than two feet apart when lowered, unless a median is present

PROS	CONS
► Eliminates the risk of drivers going around gates	► Expensive

COST \$900,000+

Two Quadrant Gates with Medians or Channelization



Photo: Lacrosse Tribune (top); Federal Railroad Administration (bottom)

- Required**
- ✓ Median must extend 100 feet from gates or 60 feet if intersection is within 100 feet
 - ✓ Median must be non-traversable
 - ✓ Must utilize constant warning devices
 - ✓ Gap between gate ends and curb or channelization must be less than 1 foot

PROS	CONS
► Low cost ► Medians or channelization can be added to gated crossings	► May not be feasible at all locations ► Intersections within 60 feet of gates must be closed

COST Gates \$700,000+
(includes median/channelization)
Median \$95,000+

One-way Street with Gates



Photo: Quiet Zone Technologies

- Required**
- ✓ Gate arms must extend across the road within one foot of the pavement edge
 - ✓ If only one gate, far edge must have non-traversable curb
 - ✓ Must utilize constant warning devices

PROS	CONS
▶ Eliminates the risk of drivers going around gates	▶ Limits access ▶ May need more than one gate depending on road width

COST \$250,000 - \$550,000

Non-Motorized Crossing⁶

Used in conjunction with other SSMs



Photo: KTLA 5 News

Required

- ✓ Horns or bells must still be sounded if required by state law
 - ✓ Pre-existing bells must remain in use
 - ✓ Must be included in diagnostic review
- The FRA recommends including bells at non-motorized crossings
 - Gates are not required for non-motorized crossings but may increase safety
 - Treatments may differ depending on individual railroad requirements

COST \$65,000 - \$200,000

The FRA also allows for the use of Alternative Safety Measures (ASMs). These may include three-quadrant gates, shortened medians, or others. These treatments must be submitted to FRA for approval prior to implementation.

⁶ 49 C.F.R. § 222.27 (2019)

What are Wayside Horns?

Wayside horns are sound devices that are installed at a crossing and replace the train's horn. These devices are triggered by the approach of the train and sound their horns directly down the roadway at the crossing. The footprint of the noise produced by wayside horns is significantly less than that of the train's horn, as can be seen in Figure 2, resulting in less noise impact to surrounding land uses. Wayside horns can be used as an alternative to a Quiet Zone or as an added safety measure within a QZ. Wayside horns must be used in conjunction with existing gated crossings. The cost of these systems may start around \$30,000 but may cost over \$100,000 if the crossing needs to be updated with gates.⁷

Figure 2: Wayside Horn Contour Comparison

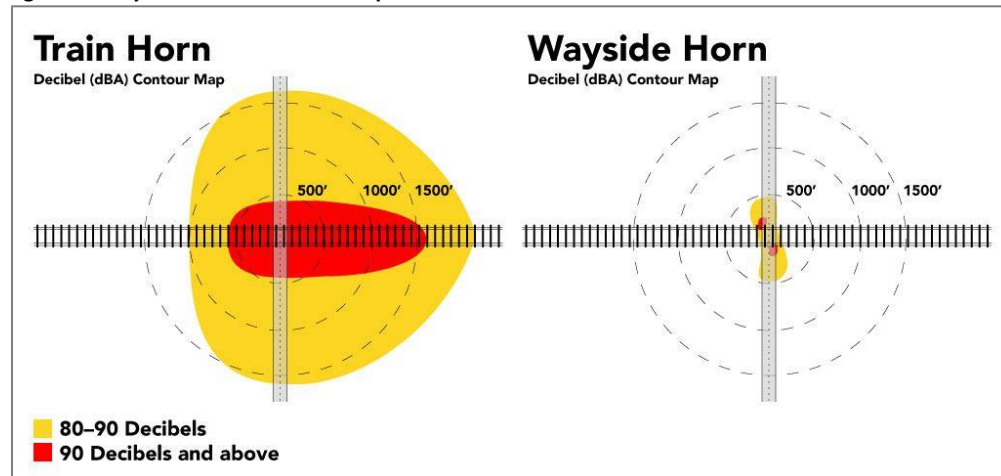


Image from City of Merriam, Kansas

What does it cost to establish a Quiet Zone?

The cost of establishing a QZ can vary greatly depending on the safety improvements and the number of crossings within the QZ. Estimated costs can range from \$30,000 to over \$1 million.⁸ There are also ongoing costs associated with QZs. Annual maintenance of QZ crossings can be between \$5,000 to \$10,000 for each crossing.⁹

Are there benefits to Quiet Zones?

The Government Accountability Office (GAO) reports that some cities cite benefits such as increased economic development and quality of life for residents in areas where Quiet Zones exist. Although some may think that, with additional improvements at crossings, they may be safer, there is no data that can conclusively state that Quiet Zones provide additional safety benefits.

What about disadvantages?

While agencies may not be opposed to the benefits Quiet Zones generate, cost is, ultimately, the largest drawback for jurisdictions. Not only can it be very expensive to establish a QZ, but there are on-going annual maintenance costs, as well.

⁷ City of Spokane Valley, Railroad Quiet Zones Report, 2011, p. 3

⁸ Federal Railroad Administration, How to Create a Quiet Zone, 2012, p. 6. Costs are likely higher than 2012 estimates.

⁹ Union Pacific Railroad, Federal Railroad Administration's Train Horn & Quiet Zone Rule, n.d., web. Costs are likely higher than those estimated.

How do Railroads feel about Quiet Zones?

“Union Pacific believes quiet zones compromise the safety of railroad employees, customers, and the general public. While the railroad does not endorse quiet zones, it does comply with the provisions outlined in the federal law.... Establishing quiet zones not only creates a public safety risk but also is a potential cost burden to taxpayers. Public authorities are responsible for the cost of preliminary engineering, construction, maintenance and replacement of active warning devices or their components, including wayside horn systems installed at crossing to meet quiet zone standards.”¹⁰

“BNSF encourages public authorities to make the safety of the traveling public and BNSF employees their priority...BNSF strongly recommends safety measures at all at-grade crossings within the limits of the Quiet Zone corridor. BNSF reserves the right to object to any Quiet Zone which does not have safety measures at every Public Crossing.”¹¹

How are Quiet Zones Funded?

Quiet Zones must be paid for by the local agency establishing the Zone. There are currently no funding mechanisms specifically targeted to assist in the establishment of QZs. There are some grants that can be used to fund SSM improvements at crossings to improve safety but not specifically for QZ improvements, as these improvements are not a safety, but a livability issue. Table 1 lists a few funding options that may be used to supplement the total cost for QZ establishment.

Table 1: Potential Funding Mechanisms

Mechanism	Description
Local Improvement District (LID)	Local taxing district that is formed to provide funding for capital improvement projects within a geographic area. Improvements are paid for by the benefiting property owners.
Safety Funds	Railroad safety funds may be used at crossings that have a history of fatal or injury accidents. This funding source may be appropriate to upgrade qualifying grade crossings with initial safety improvements, such as adding gates and/or lights.
TIFIA (Transportation Infrastructure Finance and Innovation Act)	This program provides credit assistance for significant national or regional projects. This funding source may be appropriate for large-scale projects, such as grade separations along the BNSF corridor.
FRA Grants	Variety of grants available through the FRA. Funding may be available to upgrade crossings.

¹⁰ UPRR, Federal Railroad Administration's Train Horn & Quiet Zone Rule, n.d., web.

¹¹ BNSF Railway, Public Projects Manual, 2018, p. 47-49

I already pay taxes. Shouldn't those funds go towards the creation of a Quiet Zone?

The funding that agencies receive from taxes are often already obligated with agency budgets, as these are guaranteed funds that agencies use for day-to-day operations and maintenance. Large projects are often funded by other means, such as grants. Local transportation dollars are used to mitigate capacity and safety issues within the local roadway. Mitigating train horn noise falls outside of this scope.

Priority Quiet Zones in Kootenai County

Proposed Quiet Zones

KCATT's subcommittee on Railroad Quiet Zones identified a section of the Union Pacific Railroad main line from McGuire Road to Idaho Road as a priority location for the establishment of a Quiet Zone.

The subcommittee considered several factors when looking at priority areas:

- Density of residential development (exhibits current or future suburban development patterns)
- Impact of horns on commercial and residential activity
- Number of crossings included within the Zone
- Condition of crossing infrastructure
- Planned projects for proposed crossings
- Available funding for construction and annual maintenance

Figure 3: Proposed Quiet Zone - McGuire Road to Idaho Road



However, the cost to establish a Quiet Zone from McGuire Road to Idaho Road is still significant. Table 2 details the estimated costs for proposed improvements. Total costs include estimates for project construction, based on current conditions and infrastructure at those crossing locations, as well as an additional 35% for engineering, 20% for inter-agency coordination, and 25% for contingency.

Table 2: Estimated Costs for McGuire-to-Idaho Quiet Zone

Crossing	Treatment	Estimated Cost
McGuire Road	Median/Channelization	\$391,000
	Constant Warning Detection ¹²	\$128,000
	+Second Track	\$64,000
	Median	\$20,000
	Signs	\$5,000
	Engineering/Coordination/Contingency	\$174,000
Poleline Ave.	Grade Separation	\$7,000,000
Chase Road	Median/Channelization	\$275,000
	Constant Warning Detection	\$128,000
	Median	\$20,000
	Signs	\$5,000
	Engineering/Coordination/Contingency	\$122,000
Grange Ave.	Median/Channelization	\$95,000
	Median	\$20,000
	Signs	\$5,000
	Engineering/Coordination/Contingency	\$70,000
Spokane St.	Median/Channelization	\$138,000
	Median	\$20,000
	Pedestrian Gates	\$32,000
	Signs	\$8,000
	Engineering/Coordination/Contingency	\$78,000
Prairie Ave.	Median/Channelization	\$138,000
	Median	\$20,000
	Pedestrian Gates	\$32,000
	Signs	\$8,000
	Engineering/Coordination/Contingency	\$78,000
Idaho Road	Two-Quadrant Gates with Median	\$751,000
	Constant Warning Detection	\$128,000
	Signals	\$96,000
	Gates	\$32,000
	Signal Control Cabinet	\$48,000
	Concrete Planking	\$54,000
	New Track/Track Bed	\$34,000
	Median	\$20,000
	Signs	\$5,000
	Engineering/Coordination/Contingency	\$334,000
	TOTAL	\$8,788,000
	Annual Maintenance	\$70,000

Note: All costs are estimates. Costs may vary by crossing location. Construction cost information is based off of 2018 Idaho Transportation Department estimates for railroad work and average unit prices.

¹² Constant Warning Detection is “a motion sensing system with the capability of measuring train speed and providing a relatively uniform warning time to public traffic at highway-rail intersections.” *Operation Life Saver*, <https://oli.org/education-resources/glossary>. Constant Warning Detection systems are a requirement at crossings within Quiet Zones.

A more economical alternative for implementing the Quiet Zone would be to complete the project in stages starting with Chase Road to Idaho Road and completing McGuire Road to Chase Road later. This would allow for the city of Post Falls to acquire funding for the grade separation at Poleline Ave. Furthermore, constructing a gated crossing at Poleline Ave. (i.e. \$750,000) as an alternative or for the interim would also be a cost-effective solution.

There is potential to expand this Quiet Zone over time, as well. The Subcommittee proposed expanding the Quiet Zone (once established) to include the sections from Stateline to McGuire Road and Idaho Road to Meyer Road as improvements are made to adjacent crossings. Once completed, the Quiet Zone would extend a total of nine miles and include 15 crossings.

Other potential Quiet Zones may be considered if the conditions for establishment are consistent with KMPO's Railroad Quiet Zone Policy.

Existing Quiet Zones

There is one existing Quiet Zone in Kootenai County which encompasses the BNSF crossing at Mill Street in downtown Rathdrum. The train horns were silenced in March 2011 after almost a decade of going through the establishment process. The Mill Street crossing required improvements to deter drivers from circumventing the crossing gates. The city of Rathdrum installed a median barrier and closed access to an alley southeast of the crossing. The cost to the city was \$30,000-\$40,000 at the time.

Although this Quiet Zone has already been established for a number of years, KMPO considers it a priority to maintain the Mill Street crossing as a Quiet Zone. This location exhibits all of the characteristics that the KCATT subcommittee considers when looking at regional QZ locations. The Mill Street Quiet Zone continues to bolster quality of life and economic development in the city's downtown district.

Quiet Zones vs. Grade Separations

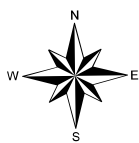
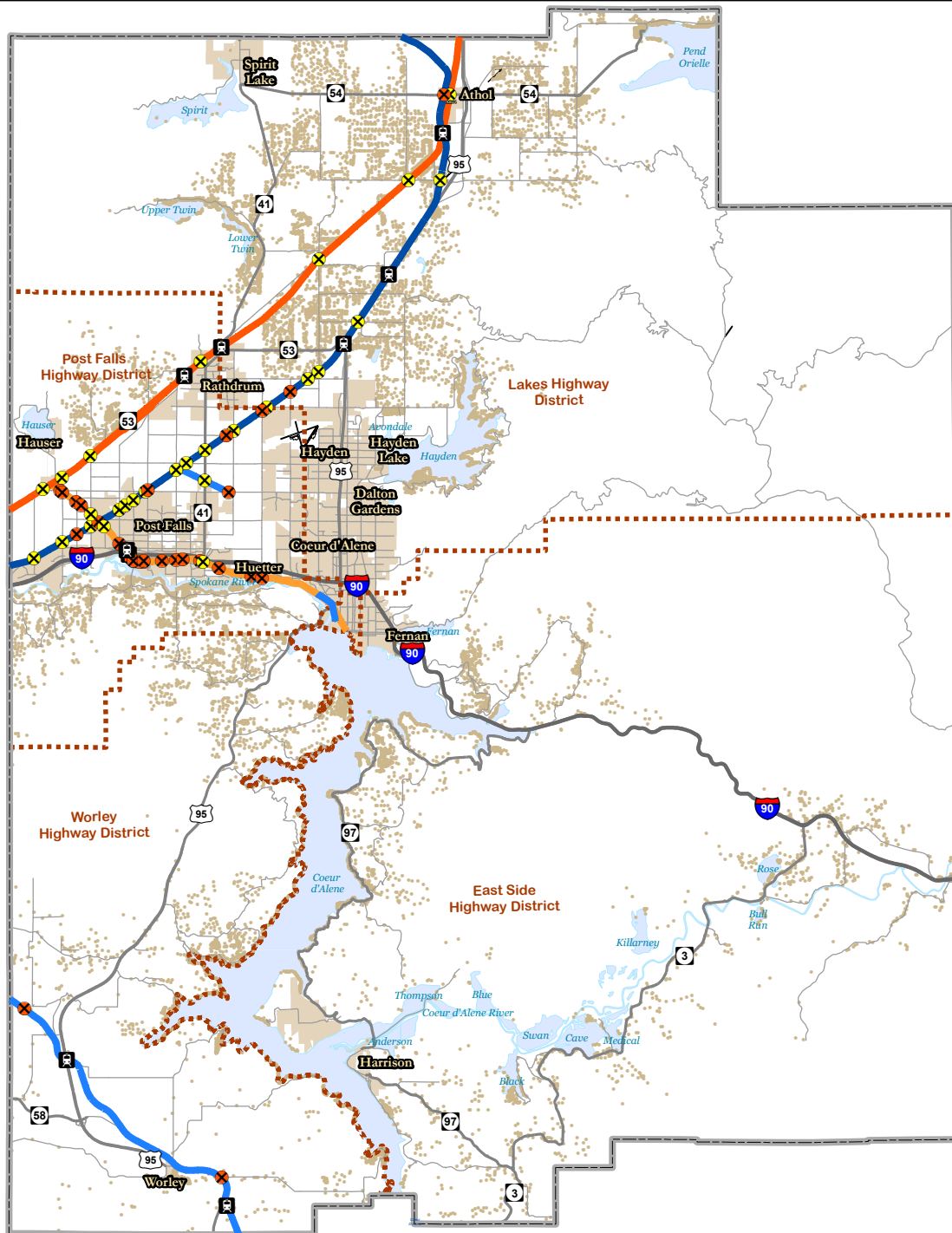
The public has suggested several locations for the implementation of Quiet Zones throughout Kootenai County – many along the BNSF corridor. However, what many people may not be aware of is that all grade crossings along the BNSF rail line are slated to be replaced with grade separations in the future, as determined by the Bridging the Valley Project conducted by KMPO and Spokane Regional Transportation Council (SRTC) in 2005.

Cost is a limiting factor for both types of projects, but funds would be best used for constructing the planned grade separations. Grade separations guarantee that the train horn will be silenced, as well as eliminating car and train conflicts. With the implementation of grade separations, safety is significantly improved, and agencies do not need to be concerned about crossings remaining below a certain safety threshold.

Additional Resources:

- The Train Horn Rule and Quiet Zones Resource Page
<https://www.fra.dot.gov/Page/P0889>
- Guide to the Quiet Zone Establishment Process
<https://www.fra.dot.gov/eLib/Details/L04781>
- Government Accountability Office Railroad Safety Memo
<https://www.gao.gov/products/GAO-18-97>
- The Train Horn Final Rule
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr222_main_02.tpl
- Spokane Valley, WA Quiet Zone Report
http://www.spokanevalley.org/filestorage/6836/6896/6914/Railroad_Quiet_Zones_110111.pdf
- Union Pacific Railroad Quiet Zone Information
https://www.up.com/real_estate/roadxing/industry/horn_quiet/index.htm
- BNSF Project Manual
<http://www.bnsf.com/in-the-community/pdf/public-projects-manual-mtm.pdf>

KOOTENAI COUNTY RAILROAD CROSSINGS



0 1.25 2.5 5 7.5 10
Miles



CURRENT RAILROAD CROSSINGS Kootenai County

Railroad Crossings

- At-Grade
- At-Grade - Gated
- Grade Separation
- Closed/Removed

Railroad

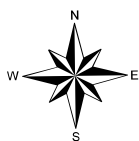
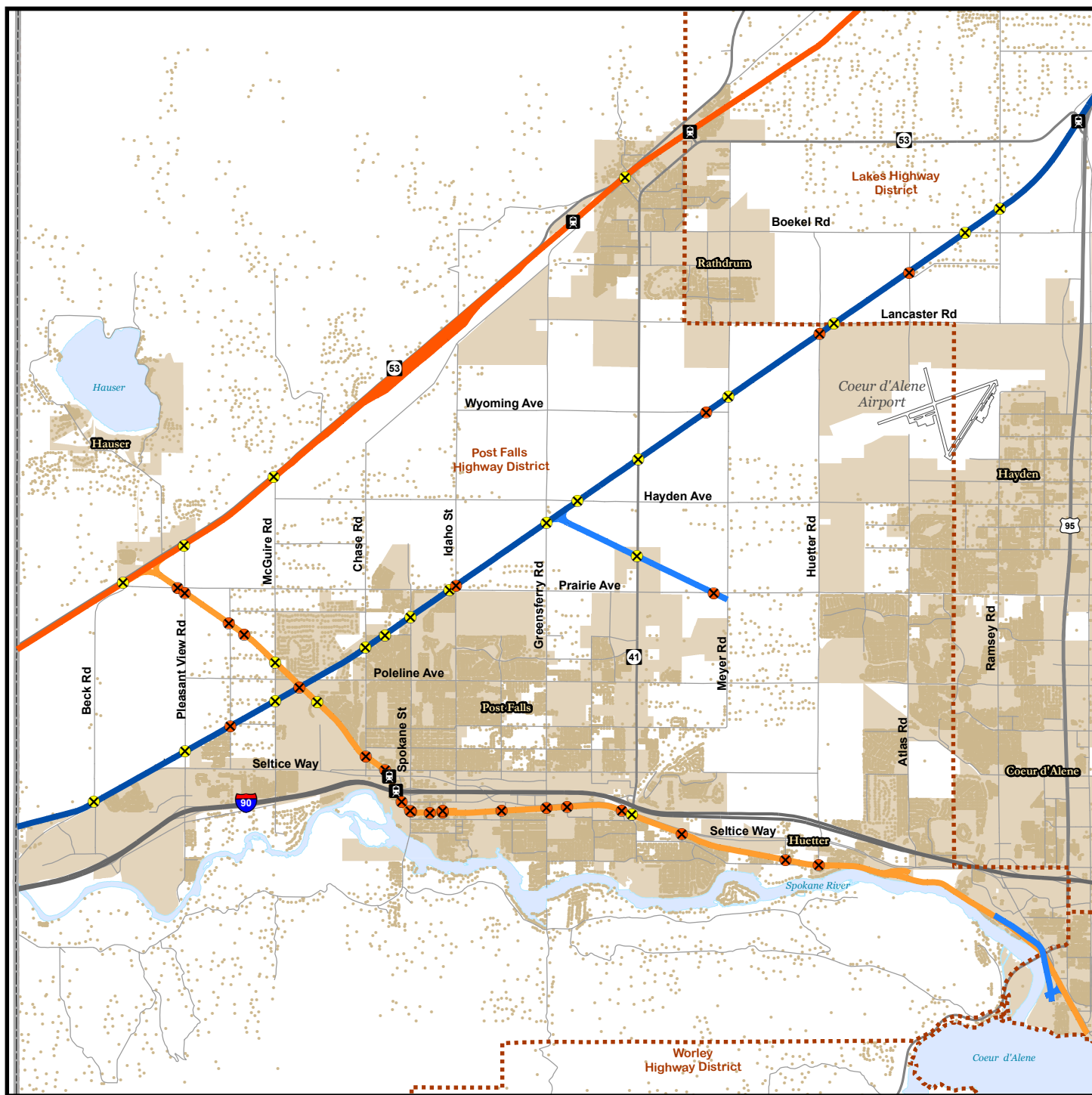
- BNSF Mainline
- BNSF Spur
- UP Mainline
- UP Spur

Physical Characteristics

- Cities
- Rural Dwelling Units
- Highway Districts
- Interstate
- US/State Highways
- Local Roads
- County Boundary

*Data based on best available information. *Data for illustrative purposes only.

KOOTENAI COUNTY RAILROAD CROSSINGS



0 0.325 0.65 1.3 1.95 2.6
Miles



CURRENT RAILROAD CROSSINGS Urban Area

Railroad Crossings

- At-Grade
- At-Grade - Gated
- Grade Separation
- Closed/Removed

Railroad

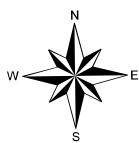
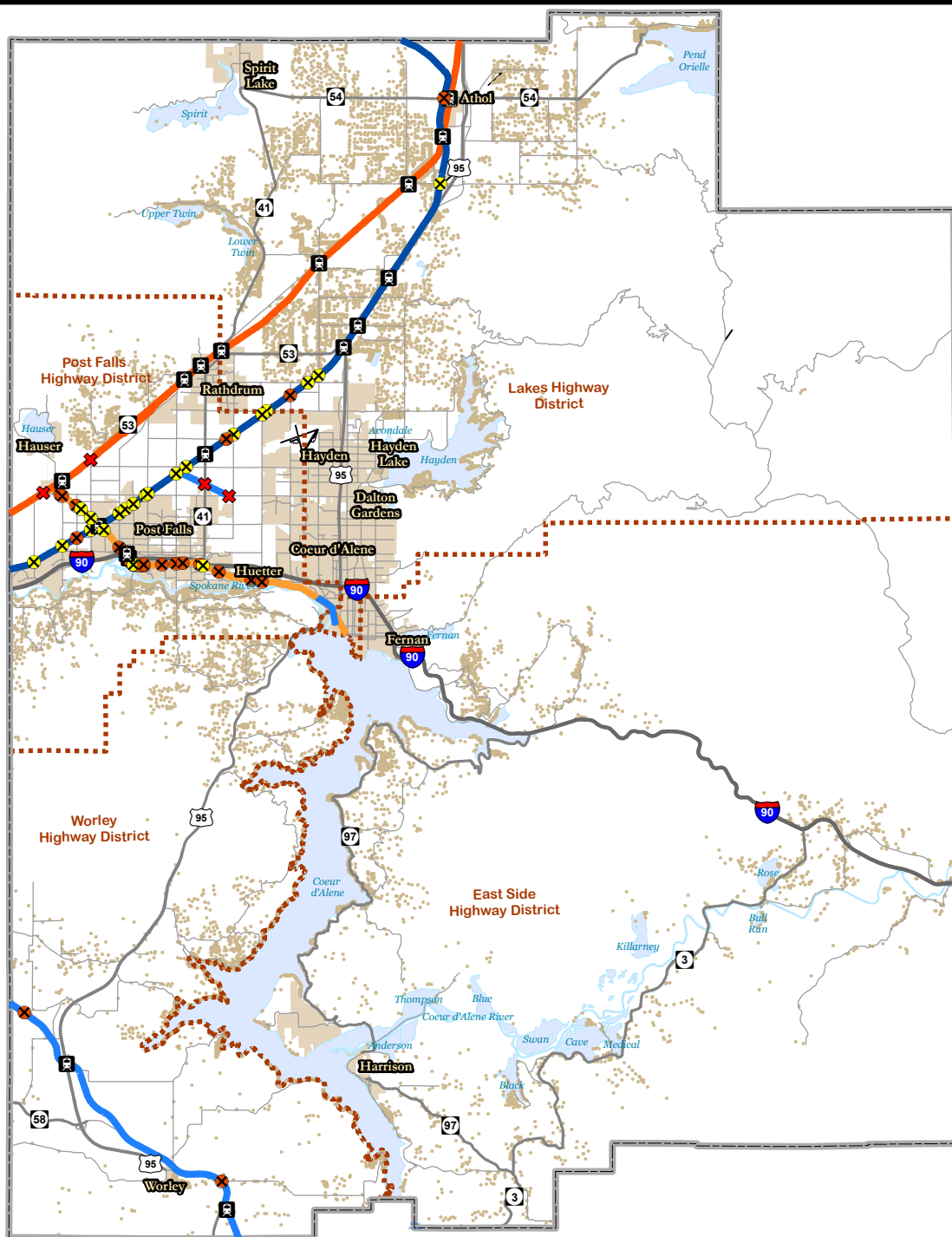
- BNSF Mainline
- BNSF Spur
- UP Mainline
- UP Spur

Physical Characteristics

- Dwelling Units
- Cities
- Highway Districts
- Interstate
- US/State Highways
- Local Roads
- County Boundary

*Data based on best available information. *Data for illustrative purposes only.

KOOTENAI COUNTY RAILROAD CROSSINGS



0 1.25 2.5 5 7.5 10
Miles



FUTURE RAILROAD CROSSINGS Kootenai County

Railroad Crossings

- At-Grade
- At-Grade - Gated
- Grade Separation
- Closed/Removed

Railroad

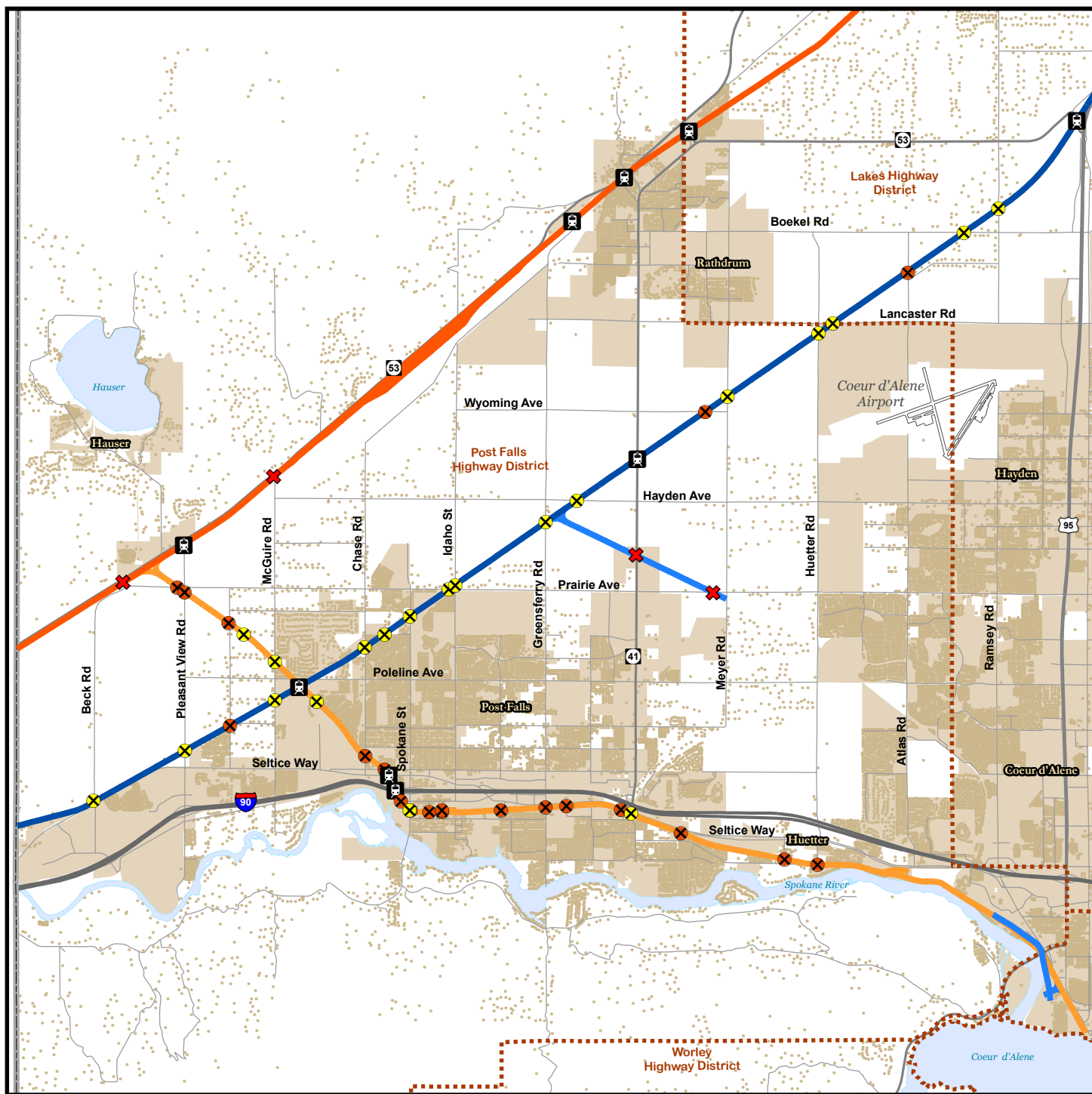
- BNSF Mainline
- BNSF Spur
- UP Mainline
- UP Spur

Physical Characteristics

- Cities
- Rural Dwelling Units
- Highway Districts
- Interstate
- US/State Highways
- Local Roads
- County Boundary

*Data based on best available information. *Data for illustrative purposes only.

KOOTENAI COUNTY RAILROAD CROSSINGS



FUTURE RAILROAD CROSSINGS Urban Area

Railroad Crossings

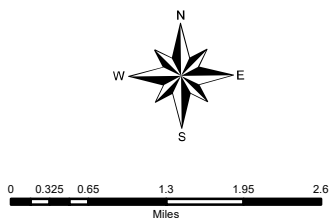
- At-Grade
- At-Grade - Gated
- Grade Separation
- Closed/Removed

Railroad

- BNSF Mainline
- BNSF Spur
- UP Mainline
- UP Spur

Physical Characteristics

- Dwelling Units
- Cities
- Highway Districts
- Interstate
- US/State Highways
- Local Roads
- County Boundary



*Data based on best available information. *Data for illustrative purposes only.

**Policy on the Establishment of
Railroad Quiet Zones
Within Kootenai County
(2019)**

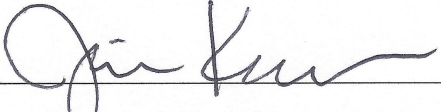


Photo Credit: Bruce Kelly

**Prepared by: Kootenai Metropolitan Planning Organization's
Kootenai County Area Transportation Team
Subcommittee on Railroad Quiet Zones**



The *Policy on the Establishment of Railroad Quiet Zones Within Kootenai County (2019)* was adopted by the Kootenai Metropolitan Planning Organization (KMPO) Board on May 9, 2019.



Jim Kaackman, KMPO Board Chair

Disclaimer: This policy has been developed and established by the Kootenai Metropolitan Planning Organization (KMPO) through funding provided through Title 23 U.S.C. Section 134 and Title 49 U.S.C. Section 5303 as part of the Federal Metropolitan Planning requirements administered by the Federal Highway and Federal Transit Administration's. The policies and recommendations set forth within this document are solely those of the Kootenai Metropolitan Planning Organization, and not those of the U.S. Department of Transportation.

Purpose and Need for a Railroad Quiet Zone Policy:

The purpose of this policy is to establish area-wide guidance on the establishment of Railroad Quiet Zones within Kootenai County. The additional purpose is to identify a location(s) where KMPO and member agencies could support the establishment of a Quiet Zone(s).

The need for a Railroad Quiet Zone Policy has been identified as a result of growth and development along railroad corridors throughout the County. The use of rail for freight transport has been a part of the regional landscape for over a century. However, with increased development in Kootenai County, there has been increased conflict between residents and trains, due to the required frequent use of horns at a number of grade crossings. Trains are required by federal law to sound their horns at all grade crossings unless the crossing is within a designated Quiet Zone. Additionally, there is planned expansion of railroad infrastructure and the potential for increased rail traffic in coming years. At this time, it is important to acknowledge the importance of rail transport in the area but also the need to maintain the safety and quality of life of local residents.

While it is apparent that train horn noise can have a significant impact on residential and commercial development in Kootenai County, the need for such a policy has also been identified in order to provide structure for establishing Quiet Zones. Kootenai County has almost 60 rail at grade crossings, and while each one is a source of train horn-related noise, it is not feasible to think all crossings can be silenced. Establishing Quiet Zones can be costly for local agencies, and this policy seeks to provide boundaries for potential Quiet Zone establishment.

In conclusion, the purpose and need for a Railroad Quiet Zone Policy is to ensure cooperative and collaborative planning between local agencies, the efficient use of funds and that adequate measures are taken to maintain the health, safety and welfare of the public.

Railroad Quiet Zone Policy:

It is the policy of the Kootenai Metropolitan Planning Organization (KMPO), and the signatories hereto signed, that Railroad Quiet Zones can be established to decrease train horn noise, in a fiscally responsible manner, and in areas where train related noise affects dense residential and commercial development.

The following conditions will be required prior to the establishment of a Railroad Quiet Zone in Kootenai County:

1. The location of the Quiet Zone must be on either the Burlington Northern Santa Fe (BNSF) or Union Pacific Railroad (UPRR) main lines. Consideration for Quiet Zones on spur lines should be limited, due to minimal railroad use.
2. Needed improvements required for the establishment of the Quiet Zone should be funded by alternative funding mechanisms. Funding sources could include, but are not limited to, special taxing districts (i.e. Local Improvement District (LID)) or grants.

3. If an agency or group of interested parties desire to establish a Quiet Zone, but does not have authority over the road crossing(s) in question, the agency or parties may be required to provide the funding for the initial project and annual maintenance of the improvements.

4. If safety improvements are needed at crossings, at the time of implementation, all other crossing components shall be brought up to current standards.

Identifying Suitable Quiet Zone Locations

KMPO will consider supporting the location for a Quiet Zone based on the following items:

- Density of residential development
- Impact of horns on commercial and residential activity
- Number of crossings included within the Zone
- Condition of crossing infrastructure
- Planned projects for proposed crossings
- Available funding for construction and annual maintenance

The preferred locations for Quiet Zones are those in areas that are developed or developing into suburban land uses and densities within one-quarter ($\frac{1}{4}$) mile of the tracks.

Crossings other than those identified as Priority by KMPO (below) may be considered on a case-by-case basis.

BNSF Crossings

There are several locations along the BNSF track that may be desirable for a Quiet Zone. However, all crossings along the BNSF mainline in Kootenai County have been identified for grade separated treatments in the *Bridging the Valley Project*, completed by KMPO and the Spokane Regional Transportation Council (SRTC) in 2005. Grade separations, in themselves, eliminate the train horn, permanently. If a BNSF crossing is identified by the public as the location for a desired Quiet Zone, a grade separation project is recommended by KMPO. Although KMPO member agencies are currently seeking grant funds for grade separation projects throughout this corridor, other funding mechanisms, such as a LID, may be appropriate to construct a project in the short-term if the public desires. The public can seek to create a LID through petition, and the governing agency of the crossing would act as the sponsor.

Priority Crossings for Quiet Zones:

Existing Mill Street Quiet Zone

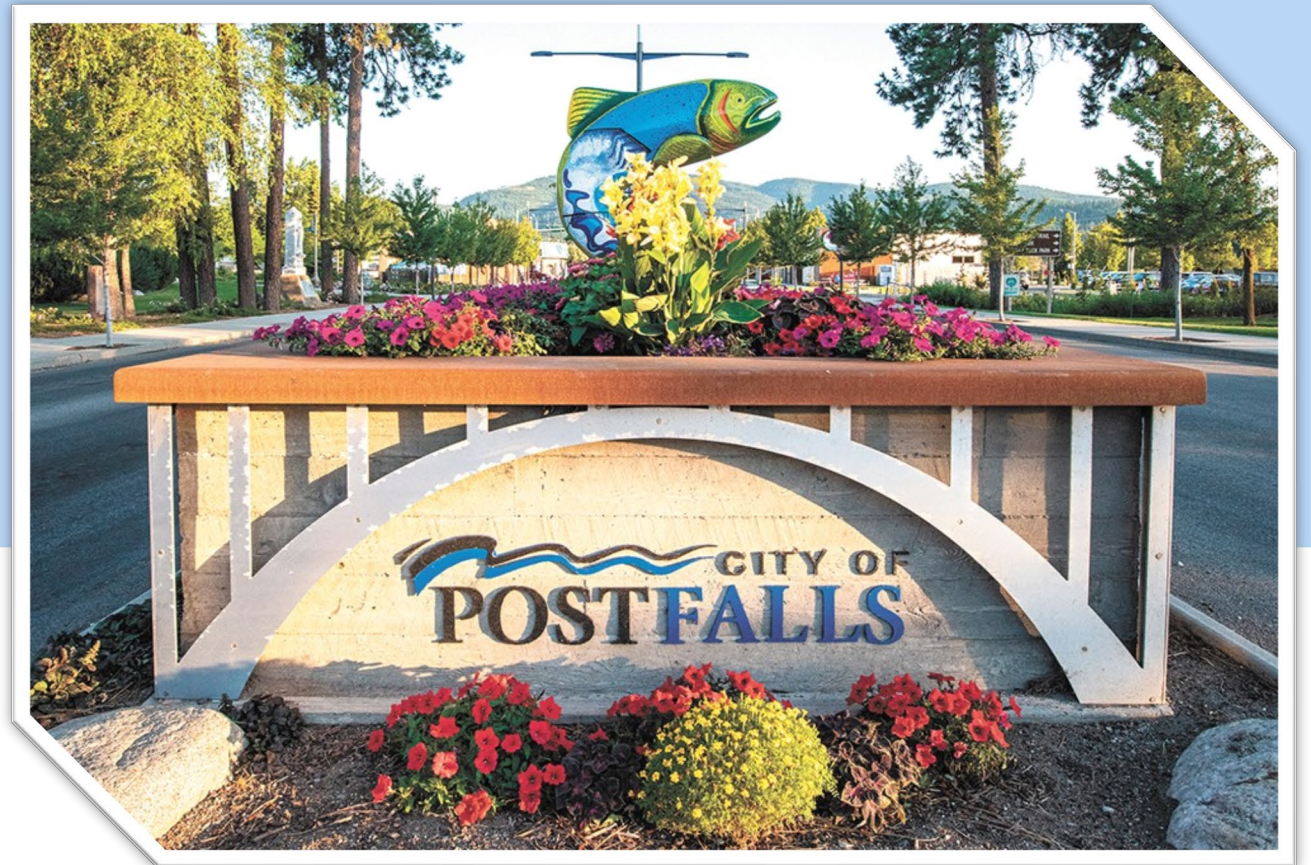
The KCATT Subcommittee on Quiet Zones has identified the existing Mill Street Quiet Zone in Rathdrum as a priority crossing. The Mill Street Quiet Zone was established in 2011. The Subcommittee supports the preservation of this Quiet Zone, due to the city of Rathdrum's investment in the crossing and the social and economic benefits that have been a result of the project.

Proposed McGuire Road to Idaho Road

The Subcommittee identified the UPRR mainline section from McGuire Road to Idaho Road as the priority location to establish a Quiet Zone. This two-mile section encompasses seven public grade crossings and two private pedestrian crossings. This section was identified due to the current and future density of residential development along the rail line, the likelihood of lower costs for safety improvements (due to the existence of crossing gates at most of the included crossings), and the high number of crossings within the section. The subcommittee recommended that, in the future, the Quiet Zone could be expanded to include the UPRR sections from Stateline to McGuire Road and Idaho Road to Meyer Road for a total of nine miles encompassing 15 current grade crossings.

2025 Legislative Recap

Warren Wilson
Deputy City Administrator



Law Enforcement

House Bill 6

- Authorizes the Attorney General to investigate alleged criminal violations by elected city officers.
- Does not apply to other local elected officers.
- Investigations currently conducted by the county prosecutor who is still authorized to conduct such investigations.

- **Effective: July 1, 2025**

House Bill 7

- Establishes a mandatory minimum fine of \$300 for possession of less than 3 oz. of marijuana.
- **Effective: July 1, 2025**

House Bill 29

- Adds certain synthetic drugs to the Controlled Substances Act.
- **Effective: July 1, 2025**

House Bill 97

- Allows individuals to refuse to comply with mandatory evacuation orders.
- **Effective: July 1, 2025**

House Bill 174

- Establishes a new framework for towing or booting vehicles.
- **Effective: January 1, 2026**

Senate Bill 1019

- Criminalizes “swatting.”
- **Effective: July 1, 2025**

Senate Bill 1139

- Allows POST to certify law enforcement officers with felony convictions that have been expunged, pardoned, reduced to a misdemeanor, or that were subject to a withheld judgement.

Effective: July 1, 2025

Senate Bill 1180

- Limits the use of license plate readers to law enforcement and traffic flow purposes.
 - Law enforcement: Felonies, Misdemeanors & Traffic Accidents.
- Changes law to only require a front license plate if vehicle equipped with front license plate mounting bracket.
- **Effective: July 1, 2025**

Courts

Senate Bill 1028

- Adds a new district judge in Kootenai County.
- **Effective: July 1, 2025**

Senate Bill 1181 & 1187

- Requires State Public Defender to establish standards for public defense and to pay based on local market conditions.
- Provides a supplemental appropriation of \$6.7 million this year for public defense.
- Increases the appropriation for next year to \$83.2 million from \$52 million.
- **Effective: July 1, 2025**

Building Permits

House Bill 104

- Adopts a uniform definition of agricultural buildings for building code purposes.
- **Effective: July 1, 2025**

House Bill 266

- Allows live virtual re-inspections for building permits excluding structural inspections of buildings of 3 stories or greater.
- If an inspection is not conducted within 48 business hours, permit holder may hire third party inspector. City must refund fee for that inspection.
- City must refund 10% of inspection fees if an inspection fails and the inspector does not provide written basis for the failure to the builder within 3 business days.
- **Effective: July 1, 2025**

Senate Bill 1164

- Requires cities that issue building permits to publish a document outlining permit requirements and processes.
- City must review permit applications for completeness:
 - 10 business days for residential.
 - 20 business days for commercial.
- Must notify applicant within deadline whether application is complete.
- Applicant can agree to a longer deadline.

Effective: July 1, 2025

Finance & Urban Renewal

House Bill 25

- Increases state sales tax funding for the Transportation Expansion Congestion Mitigation (“TECM”) program over 3 years.
- Does not increase allocation to local governments.
 - Remains at \$45 million annually.
- **Effective: Immediately**

House Bill 142

- Increases audit thresholds for local governments by \$50,000 to reflect inflation.
- **Effective: July 1, 2025**

House Bill 436

- Allows fire/ambulance districts to opt out of existing urban renewal districts if no debt.
- Requires fire/ambulance districts to opt in to new districts.
- Creates a process for city councils to close a district and revenue allocation area without consent of agency
 - May impact ability to finance projects
- **Effective: July 1, 2025**

Local Preemption

House Bill 32

- Prohibits state and local government agencies from requiring face masks, shields or other face coverings to prevent or slow infectious diseases.
- **Effective: March 4, 2025**

House Bill 46

- Prohibits state and local government agencies from requiring installation of EV vehicle charging stations, EV parking spaces, or conduit or other infrastructure to facilitate later installation of EV charging stations.
- **Effective: Immediately**

House Bill 96

- Prohibits state and local government agencies from flying any flag other than:
 - The U.S. flag
 - The official flag of the agency
 - Flag of any U.S. state
 - Flag of military branches
 - POW/MIA flag
 - Tribal flags
 - Public school flags
 - Flags of other countries for special occasions
- **Effective: Immediately**

House Bill 172

- Requires that items placed on a consent agenda must be removed if any member of the board requests that it be removed for separate action.
- Prohibits ordinances, fee resolutions, and any vote requiring more than a simple majority for passage from being placed on a consent agenda.
- **Effective: July 1, 2025**

House Bill 243

- Preempts local childcare licensing ordinances.
- **Effective: July 1, 2025**

Senate Bill 1141

- Prohibits cities over 100,000 population from allowing camping or sleeping on public property.
- Attorney General authorized to bring a civil action to enforce ban. Civil fine of \$10,000.

Effective: July 1, 2025

Senate Bill 1210

- Prohibits requiring any person to receive a “medical intervention.”
 - Ex. Condition of employment, licensure, permit, entrance to public building etc.
- Can’t provide a different wage or other ongoing compensation or benefit to encourage receiving a “medical intervention.”
- Can still require PPE if accepted industry standard.

Senate Bill 1210

- Medical Intervention:
- “Medical procedure, treatment, device, drug, injection, medication, or medical action taken to diagnose, prevent, or cure a disease or alter the health or biological function of a person.”
- **Effective: July 1, 2025**

General City Government

House Bill 253

- Allows slower response to public record requests from nonresidents of Idaho.
 - 21 days for nonresidents vs 3 days for residents.
 - If voluminous, 35 days for nonresidents vs 10 days for residents.
- May also adopt a separate fee schedule for responding to nonresidents.
 - No free 2 hours or 100 pages.
 - Fee can't exceed actual costs.
- **Effective: July 1, 2025**

Senate Bill 1073

- Allows a person to contract with a garbage hauler, who doesn't have a local franchise agreement, for temporary project-specific garbage hauling.
- City ordinance must define temporary and project-specific.
- **Effective: July 1, 2025**

Senate Bill 1118

- Raises public purchasing/bidding thresholds.
 - Public works threshold for quotes increases from \$50,000 to \$100,000.
 - Public works threshold for bidding increases from \$200,000 to \$250,000.
 - Procuring services/personal property by quote threshold increases from \$75,000 to \$150,000.
 - Procuring services/personal property by bidding increase from \$150,000 to \$250,000.

Effective: July 1, 2025.

Senate Con Res. 107

- Sought support of a collaborative approach between legislature and city government and respect for local government authority to address local issues.

Passed Senate. Failed to get a hearing in House Local Gov't Committee

Land Use

Senate Bills 1133 & 1187

- Amends the Agricultural Protection Area legislation from last session.
- Allows Ag. Protection Areas in Area of Impact Boundaries.
- Prohibits non-agricultural land uses in Ag. Protection Areas or changing the land use designation for the property for as long as the Ag. Protection Area designation applies.

Effective: Immediately.

Senate Con Res. 103

- Establishes Legislative Interim Committee to review impact of local land use regulations on affordable housing.
- Goal of reducing regulatory requirements.

Effective: Immediately.

Questions?

