



**CITY COUNCIL
MEETING AGENDA**

**October 21, 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. Joint Workshop with Planning and Zoning and City Council Topic: The Development Processes

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. Kootenai County Fire and Rescue Levy Override

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 – October 7, 2025, City Council Meeting

- b. Payables October 8, 2025 - October 22, 2025
- c. Kootenai County Public Transportation
- d. North Place East 3rd Addition Subdivision Plat
- e. Landmark Place Water Main Freeway Crossing Construction Improvement Agreement

2. PUBLIC HEARINGS

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

ACTION ITEMS:

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:

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. Drinking Water System Master Plan Contract

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. Utilities Division Regulatory Compliance Update
- b. Transportation Investment Program (2026-2032) - KMPO

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

- a. 74-206(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.

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: 10/21/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Seale, Community Development Director

SUBJECT: Joint Workshop with Planning and Zoning and City Council Topic: The Development Processes

ITEM AND RECOMMENDED ACTION:

Community Development Director will discuss the construction and development process of single or multi-phased residential subdivision. No action needed.

DISCUSSION:

The Community Development Director will provide a brief overview of the development process as it typically proceeds following annexation and zoning approvals. The presentation will allow for questions and discussion as we go through the process. We will also discuss the consequences of a defunct HOA.

The presentation will review the following:

- Subdivision Process
- Defining Milestones
- The Subdivision to Construction Process
- Role of HOA's
- Single Phase Development Example
- Multiphase Development Example
- Questions and Discussion

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 5, 2025, Council Comments Discussion.

December 7, 2021, presentation on Meadow Grove park is included for reference.

APPROVED OR DIRECTION GIVEN:

August 5, 2025, Council requested staff to bring the topic back as a workshop.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Information only. No funding impact.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2021.12.07 Meadow Grove update
2. 2025.10.21 Development Process

Meadow Grove Park

Bob Seale

Community Development Director

December 7, 2021



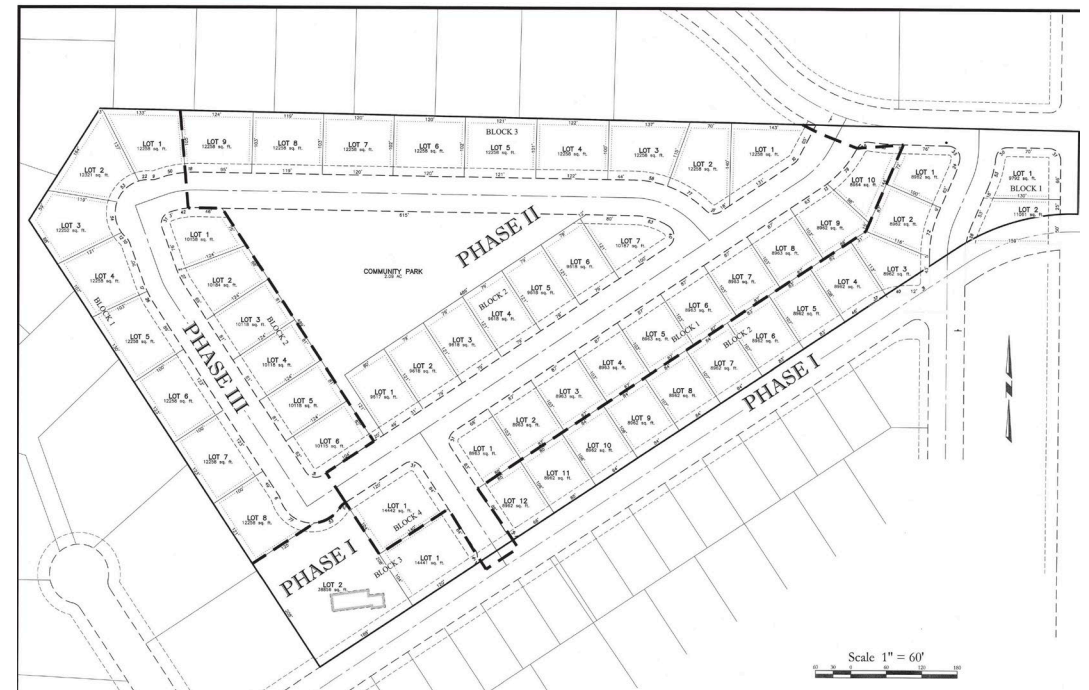
➔ Meadow Grove Preliminary PUD and Subdivision (P-17-03/S-17-09)

- City Council approved subdivision and PUD November 7, 2017
- Planning and Zoning Commission approved Final PUD November 14, 2017
- MDA recorded 12/06/2017





- Condition 1. The project will be completed in three phases.
- Condition 2. The proposed Community Park per Exhibit A-6, shall be completed within Phase II. Phase II and Phase III may occur concurrent with each other, but Phase III shall not occur prior to Phase II.





2017

W WAYWARD CIR

W WAYWARD CIR

W GRANGE AVE

W WAYWARD CIR

N ROBERSON LN

W STAPLES RD

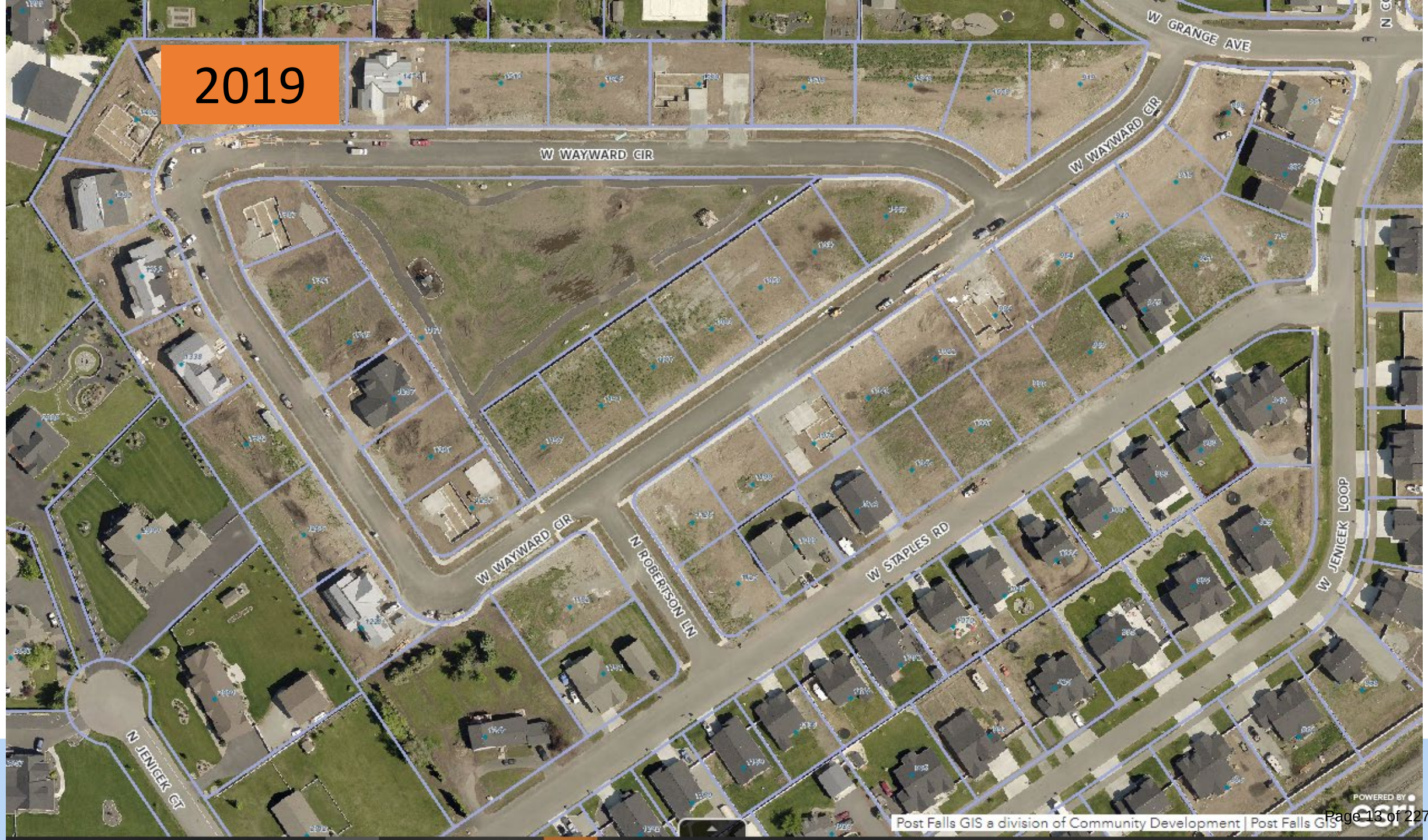
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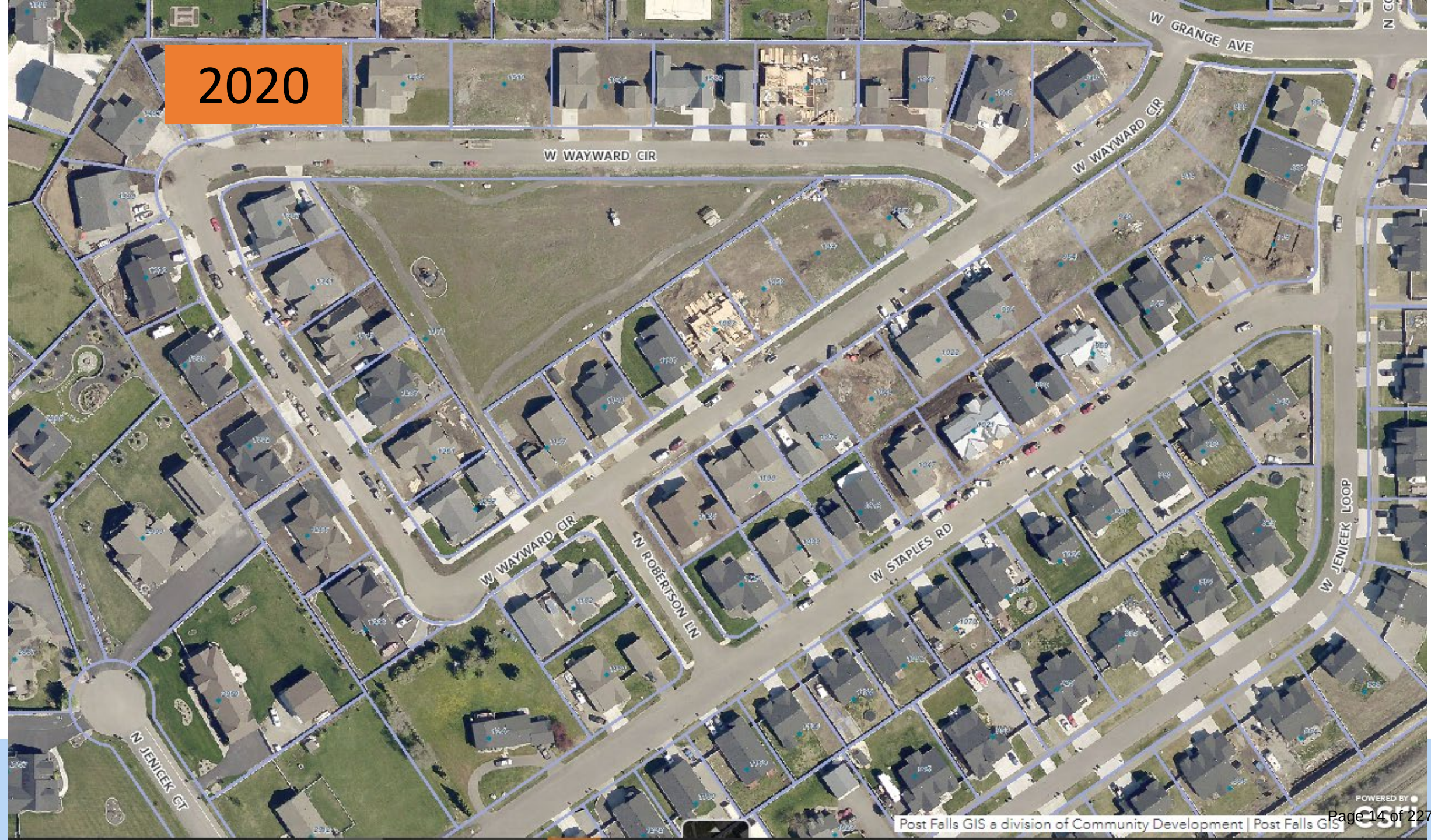
2018



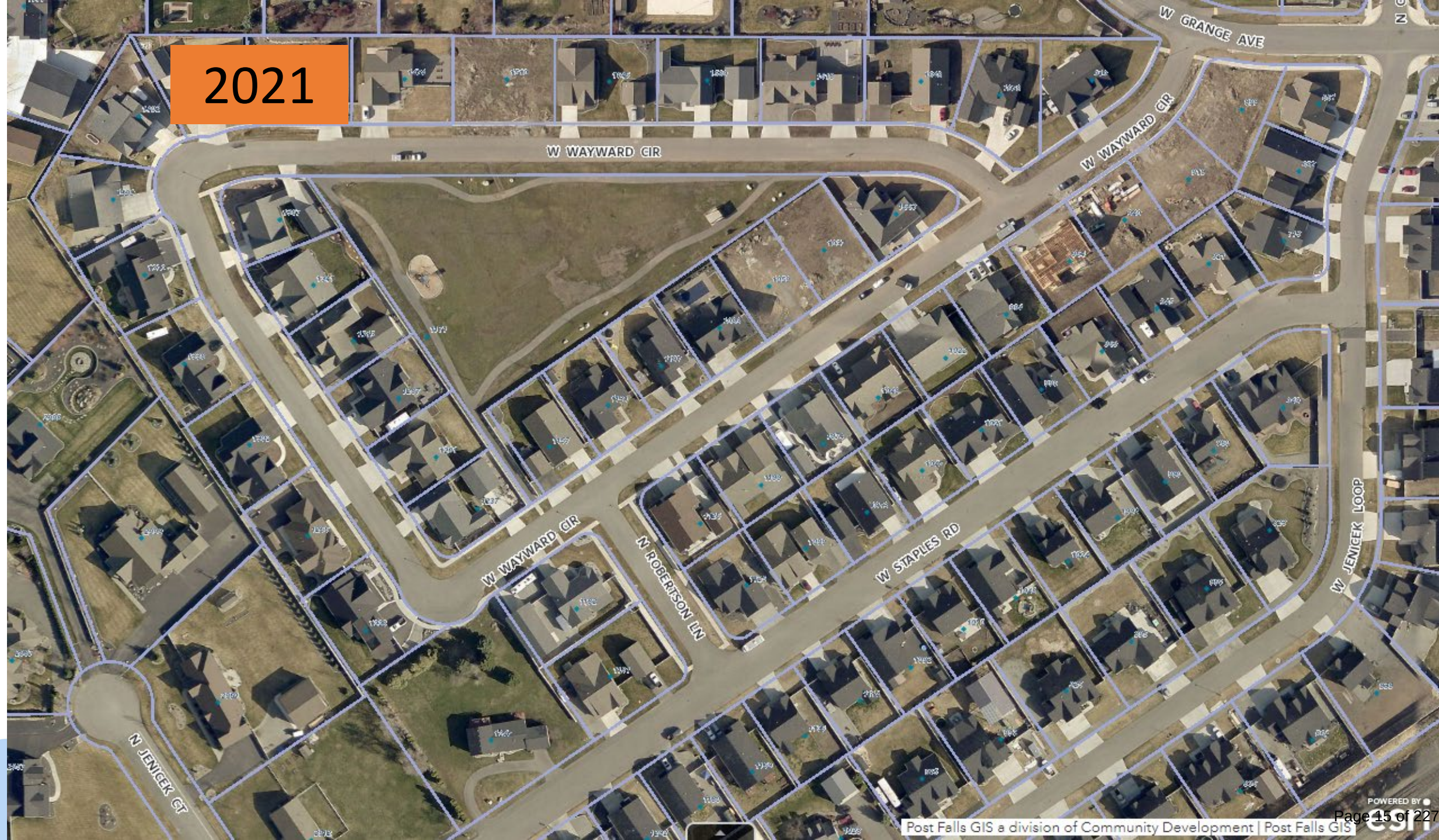
2019



2020



2021

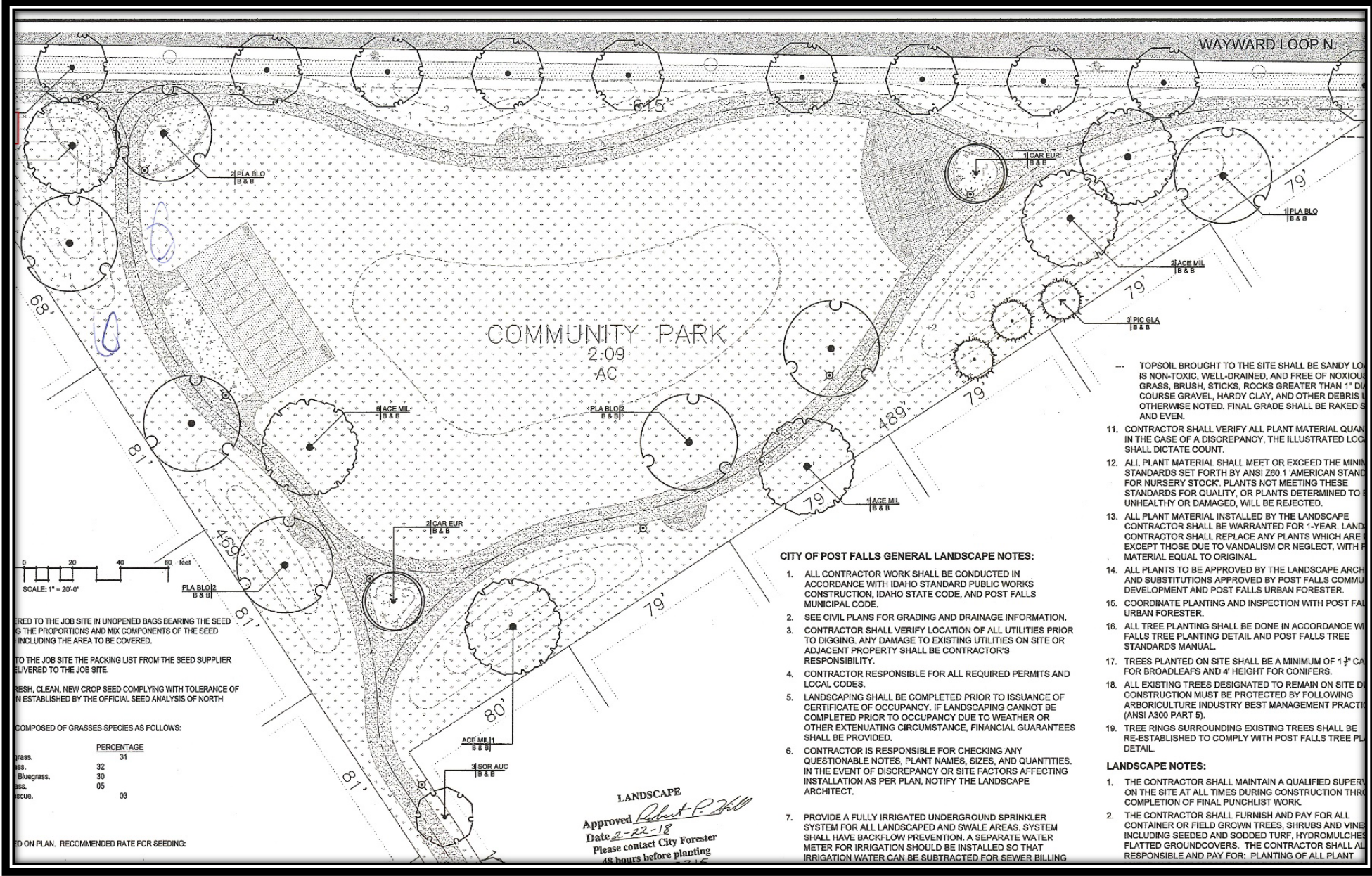


➔ Meadow Grove Final PUD (PF-17-03)

- Final PUD November 14, 2017

- Applicable Conditions:

- Condition 1: Meadow Grove Final PUD shall be completed in 3 phases.
- Condition 4: A private association (homeowners/property owners) shall be responsible for landscaping, irrigation and maintenance of community swales and open spaces; including the rights-of-way along Chase Road and Grange Ave.
- Condition 10: A pickle ball court or play structure will be constructed in the park with phase 2.



November 29, 2021



November 29, 2021





November 29, 2021

General Timeline of Communications

- 2019
 - Ravan O'Toole calls regarding park and playground.
 - Seale visits site and notes weeds and playground without bark
 - Manley/Seale contact Polar Construction. Promises to seed and add bark.
 - Some progress seen

General Timeline of Communications

- 2020
 - O'Toole begins reaching out to staff again
 - Staff inspects site and notes grass has begun to grow from 2019 seeding.
 - O'Toole expresses concern HOA has not been transferred, asks for guidance regarding standard process.
 - City Staff reaches out to builder / developer.
- 2021
 - O'Toole notes HOA has not been transferred.
 - City Staff Continues to reach out to builder / developer.

Recommendations / Questions





The Development Process

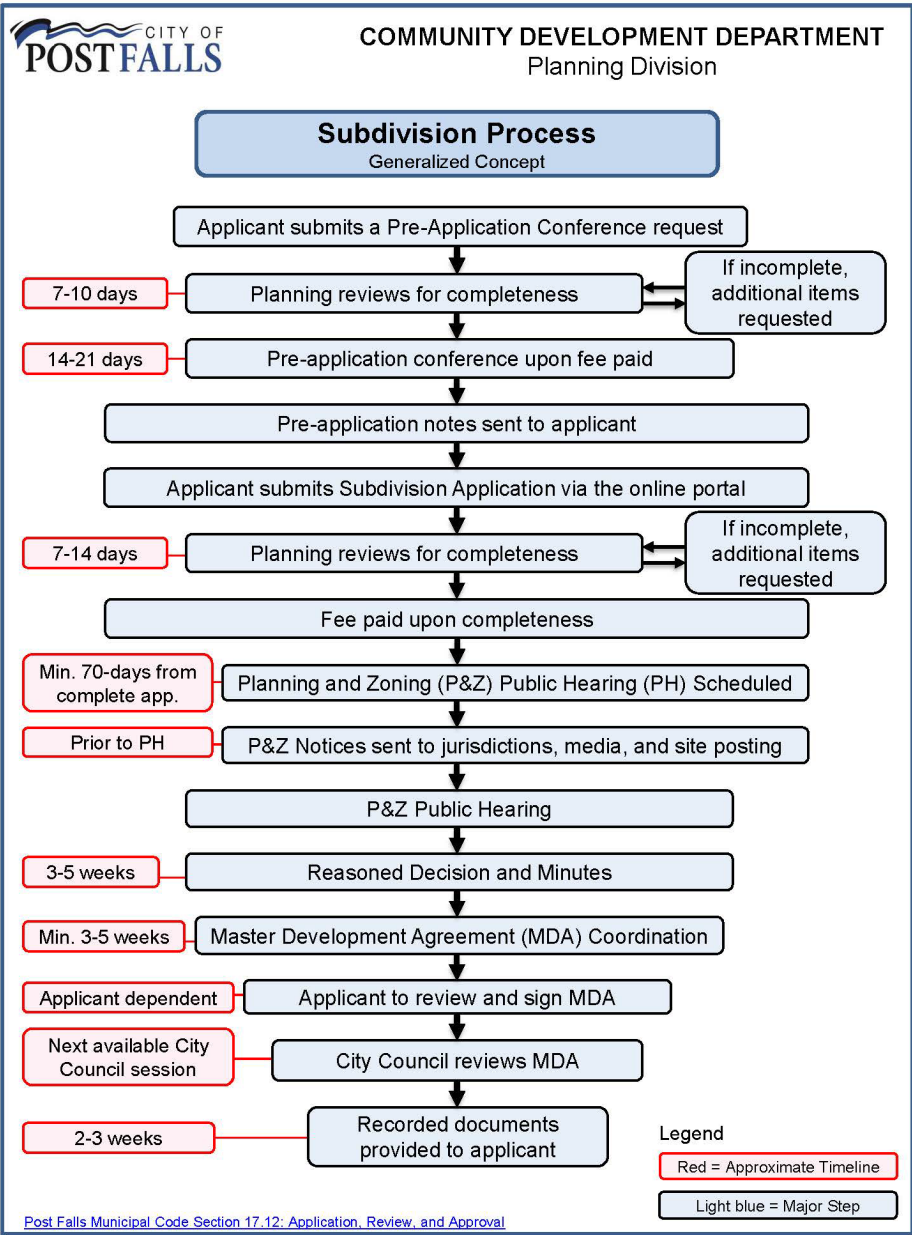
Bob Seale
Community Development Director
October 21, 2025

Overview of Workshop

- Subdivision Process
- Defining Milestones
- The Subdivision to Construction Process
- Role of HOA's
- Single Phase Development Example
- Multiphase Development Example
- Questions and Discussion

....annexation and zoning are complete...

Subdivision Process



Development Process Milestones Defined

1. **Subdivision** means the division of a lot, tract, or parcel of land into two (2) or more *Lots*, tracts, parcels, or other divisions of land for sale or *Development*
2. **Development Agreement** means an agreement setting forth the responsibilities of the city and the *Developer*, conditions applicable to the *Development*, and *Development* schedules, entered into after *Subdivision Approval* has been granted but prior to construction. Entering into a *Development Agreement* shall be a condition of approval of any *Subdivision* unless no improvements are to be made.
3. **Construction Improvement Agreement** means an agreement that more particularly describes the duties and obligations of the parties for the *Development* of a *Subdivision* or portion of a *Subdivision*. The purpose is to establish specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other improvements as may be necessary. The construction improvement agreement may be an addendum to the *Development Agreement*.
4. **Plat** means the reproducible and permanent drawing of a *Subdivision* and *Dedications* and easements, prepared for filing and recording with the county recorder in accordance with state law.

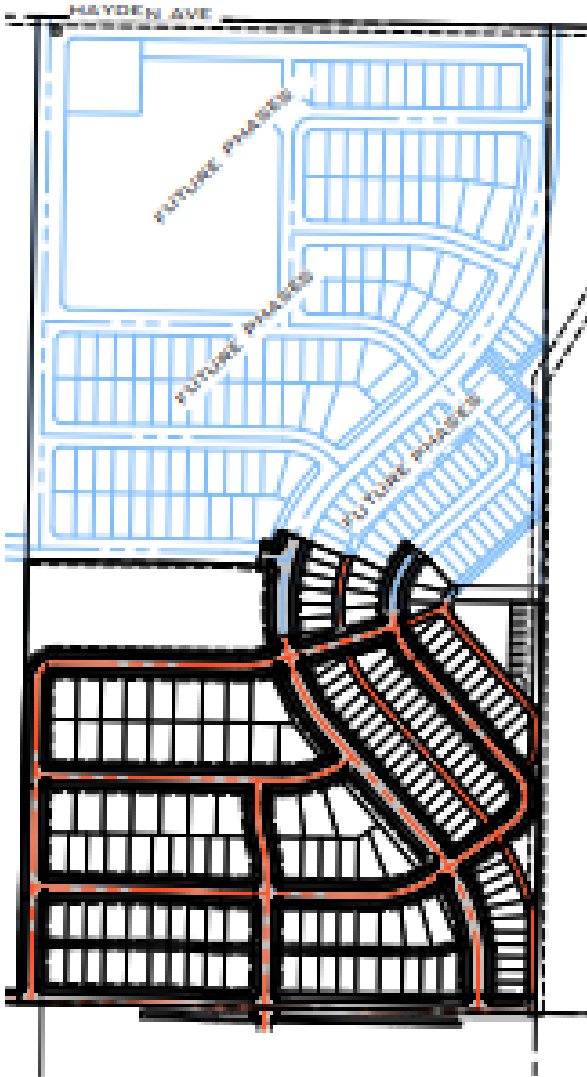
Typical Subdivision to Construction Process

1. Subdivision approved by P&Z
2. Master Development Agreement (MDA)
 - a) Single or multi-phase
3. Construction Improvement Agreement (CIA)
 - a) Includes cost of construction of public improvements (per phase)
4. Begin construction of public & private improvements
 - a) Water, wastewater, curb, sidewalks, swales, street trees and streets.
 - b) Bonding permitted for public improvements at 150% of cost
 - c) Cannot bond private improvements (ie parks, open space, community swales)
5. Platting creates individual, transferrable parcels
 - a) Proposed CC&R's provided for review by staff*
6. Construction of homes
7. Developer / Builder creates and manages HOA until turned over to homeowners. 2025 - HB361 clarifies timing.

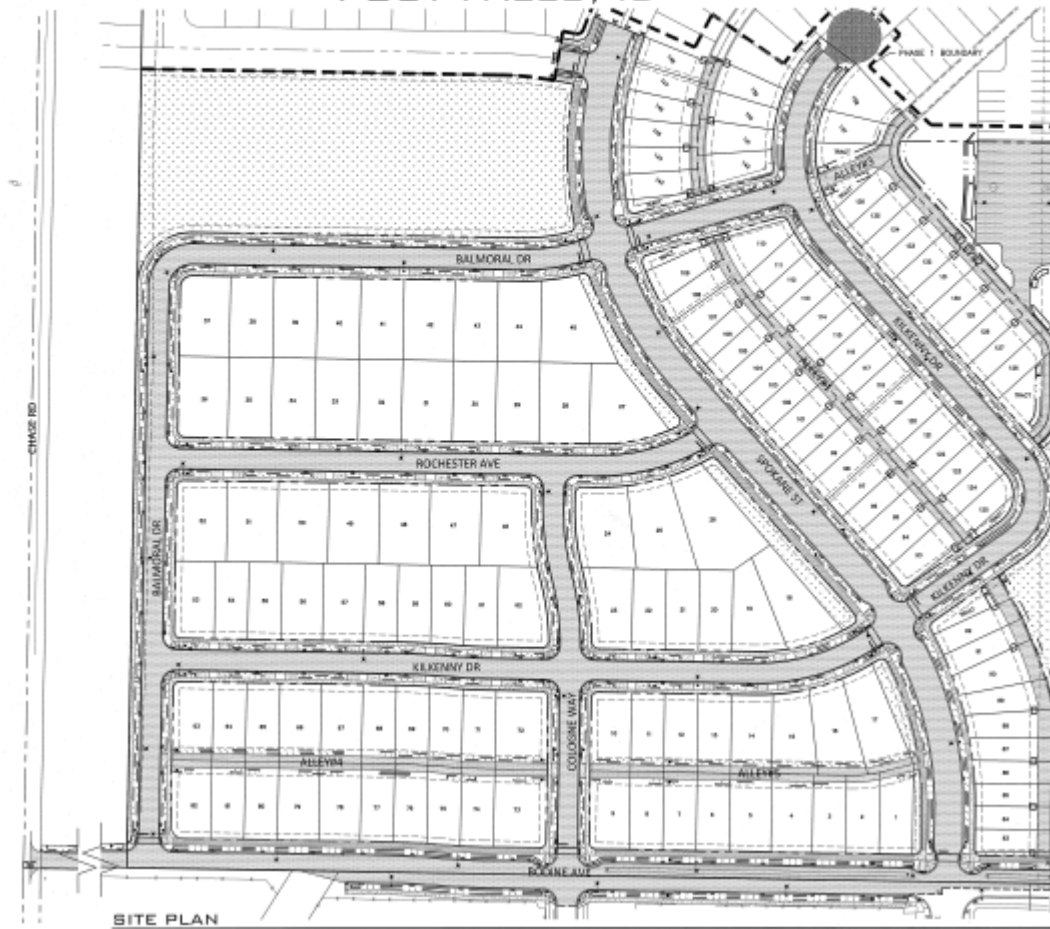
Homeowners Associations and CC&R's

1. HOA's powers and duties are constrained by their own governing documents:
 - a) CC&Rs (Covenants, Conditions, & Restrictions)
 - b) Bylaws
 - c) Rules/regulations.
2. Maintaining common areas, amenities, and shared infrastructure
3. Financial management
4. Rule enforcement
5. Governance & meetings

Phased Development Project



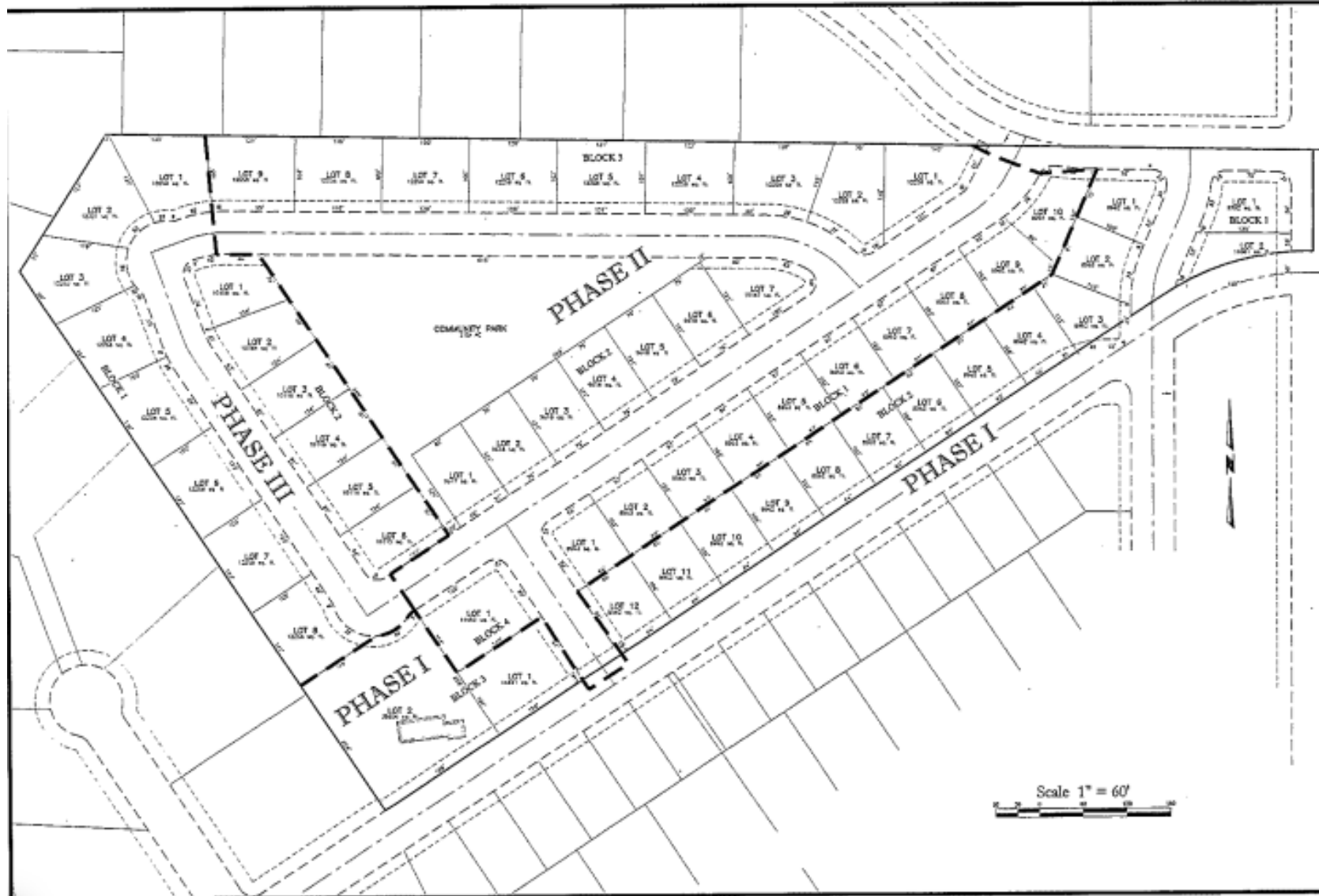
STREET & DRAINAGE PLANS CROWN RESERVE PHASE 1 LOCATED IN A PORTION OF NW 1/4, SEC. 22, T. 51 N., R.05 W., B.M. POST FALLS, ID



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Phased Development Project



Questions?

**CITY OF POST FALLS
AGENDA REPORT**
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
MEETING DATE: 10/21/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Kootenai County Fire and Rescue Levy Override

ITEM AND RECOMMENDED ACTION:

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DISCUSSION:

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ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

.

BUDGET CODE:

ATTACHMENTS:

1. KCFR_Levy_Override_Presentation.Edit2

Kootenai County Fire & Rescue Levy Override

Information on Levy Override Request

**THIS PRESENTATION IS PROVIDED
PURSUANT TO IDAHO CODE §74-604 TO
SHARE FACTUAL INFORMATION ABOUT A
LEVY MEASURE**



Levy Overview and Fiscal Responsibility



Overview of Levy Request



Levy Override Request

KCFR requests a \$6 million permanent levy override for the November 4th, 2025, election.

Taxpayer Impact

The measure would cost taxpayers approximately \$43.58 per \$100,000 of taxable assessed value annually.

Purpose and Goals

Funds will maintain staffing, support growth, and maintain service levels throughout the district.

Fiscal Responsibility

KCFR is committed to responsible use of funds ensuring timely and professional emergency response services.



History of Fiscal Responsibility



Longstanding Fiscal Discipline

KCFR consistently operates within budget, funding capital items through savings, having never asked for a levy override in our 25-year history.

Impact of Legislative Changes

In 2021, Idaho House Bill 389 permanently capped budget growth and changed funding from URD closures, affecting KCFR's finances.

Efforts to Avoid Levy Override

KCFR evaluates and cuts unnecessary expenses to balance the budget without compromising service quality.

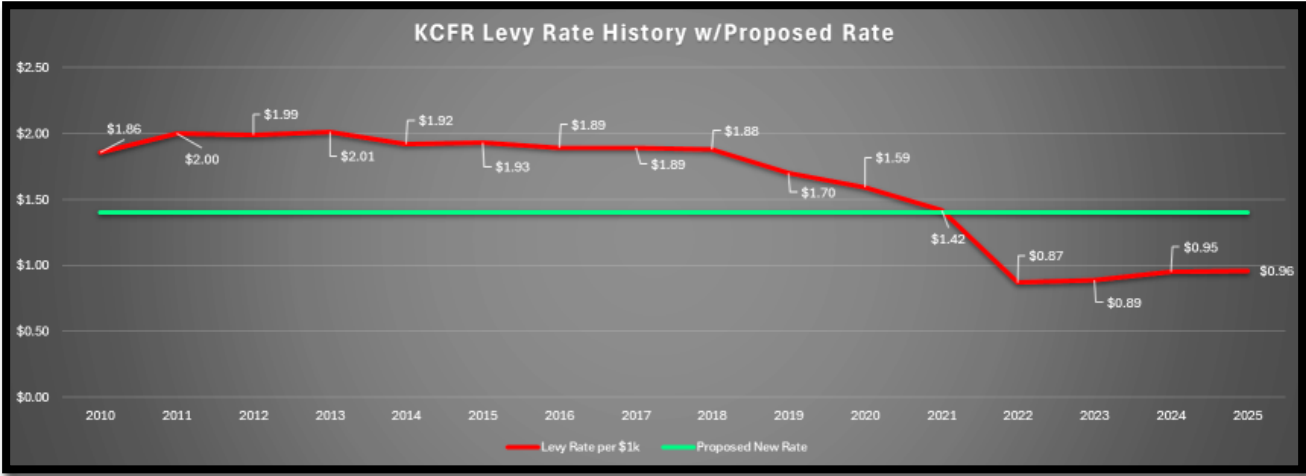
Responsible Stewardship Commitment

The current levy request is our next option after pursuing other financial strategies.

KCFR Levy History

Over the past 15 years, KCFR’s levy rate has fluctuated significantly. At its peak, the rate reached \$2.01 per \$1,000 of assessed value, but by 2022 it had declined to \$0.87. This sharp decrease was driven by rapid regional growth, which spread the levy across a broader tax base, and by the impacts of House Bill 389 (2021), which further limited taxing capacity.

With our proposed levy, the rate would rise to \$1.40 per \$1,000—still well below the highest rates in our taxing history, while providing the funding to meet service demands.



Budget Challenges and Legislative Impact

Impact of 2021 Idaho House Bill 389



Budget Growth Limitations

The bill restricts annual budget growth, which does not keep pace with inflation or emergency service demands.

Impact on New Service Areas

New service areas are established without corresponding budget increases, straining fire district resources.

Levy Override

A levy override would help maintain service levels for the community.

Current Challenges



Limitations of Impact Fees

Impact fees collected are restricted to one-time new service expenses and cannot cover ongoing operational costs.

Legislative Restrictions

2021 Idaho House Bill 389 limits revenue from Urban Renewal District (URDs), reducing financial contributions from new growth to fire districts.

Financial Challenges for Fire Districts

Multiple Idaho fire districts, including those locally, have been influenced by the fiscal impact of 2021 HB 389 to seek levy overrides to maintain service levels amid growth.

Solutions

With current legislation growth cannot entirely self-fund, which is why we are seeking a levy.



Community Impact and Levy Plan





Impact of the Levy

Taxpayer Financial Impact

Homeowners will see an estimated \$14.52 per month increase on a \$400,000 property to fund this levy.

Emergency Services Support

Funds will maintain staffing, support growth, and preserve service levels throughout the district.

Community Engagement

Public meetings and resources aim to educate voters.



**CITY COUNCIL
MEETING MINUTES**

**October 7, 2025
6:00 PM**

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

**WORKSHOP – 5:00 pm 2nd Floor Conference Room
Canceled**

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
All Present

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

Mayor: Public Comment is now being taken on the City's Comprehensive Plan. This is your chance to make your opinion known.

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.

Removed from Executive Session section F.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – September 16, 2025, City Council Meeting
- b. Payables 9.4.25-9.30.25
- c. Surplus of City Hall items
- d. Fiscal Year 2025 Audit Engagement Letter
- e. Lingar Annexation Reasoned Decision File No. ANNX-24-11
- f. Painted Rock Reasoned Decision File No. ANNX-25-3

Motion by Malloy to accept the Consent Calendar as presented.

Second by Westlund.

Vote: Davis-Aye, Plew-Aye, Westlund-Aye, Ziegler-Aye, Malloy-Aye, Steigleder-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. O'Brien Vacation File No. VAC-25-1

Public Hearing opened at 6:05 PM.

Staff Report

Justin Sauder, Associate Planner: The property owner is requesting the vacation of the 10-foot utility easement that runs along the westerly property line of 1501 E. Tammy Dr. to construct an addition to the single-family home. City staff has reviewed this proposed vacation and do not see issues with the proposal. The property is within the River Plaza Addition, which includes a ten-foot platted utility easement that runs throughout the entire development. The construction drawing for the plat were dated 1978 and indicate an "overland emergency drainage" route along the western boundary of River Park Plaza Addition, being concurrent with the easement location. The existing built environment at the site and to the north and south thereof, precludes any reasonable overland drainage being needed. A review of the original stormwater facilities by City staff, indicates that all facilities were built in conformance with the original plans, there are no known maintenance or operational concerns, and the facilities meet or exceed current design stormwater capacities. There are currently no utilities within the easement and Avista has provided a letter confirming that the easement will not be utilized for any future utilities. The vacation would allow the property owner to construct an addition to the single-family residence located on the property. No other properties would be affected by the proposed vacation.

No public comment was given for this public hearing.

Public Hearing was closed at 6:09 PM.

Motion by Malloy to approve the O'Brien Vacation File No. VAC-25-1.

Second by Ziegler.

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

b. Warren Field ICDBG Update

Public Hearing was opened at 6:10 PM.

Staff Report

Robbie Quinn, Parks Planner: To satisfy our grant requirements, per the Citizen Participation Plan, this public hearing is scheduled to provide an update on the status of construction, and any substantial changes made to the scope of work, budget, schedule, location, or beneficiaries. In August 2024, the city received ICDBG funding approval for the Warren Field Frontage Improvements Project. The project scope of work included curbing, gutters, sidewalks, stormwater catchment, lighting, ADA parking along Idaho St. and 2nd Ave., and an ADA accessible entrance into the park. The total grant application was for \$325,000 from the Idaho Department of Commerce and an \$80,000 cash contribution from the city. Construction substantial completion was issued on July 18, 2025, which was a week and a half ahead of schedule. There were no substantial changes made to the scope of work, location, or beneficiaries. There was one change order resulting in a \$9,998.91 net increase in construction cost. The original construction agreement was \$302,304.00, and with the one change order the revised total is \$312,302.91. Additionally, there was one change order to the consultant agreement for \$3,997.56. In summary, the project was completed per the original scope of work, ahead of schedule, and with \$11,300.47 (2.8%) cost increases from the original budget.

There was no public comment on this public hearing

Public Hearing was closed at 6:23 PM.

No motion was needed for this hearing.

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

None

4. NEW BUSINESS

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ACTION ITEMS:

- a. Prairie Trail Extension - Zorros Rd. to SH41 - Work Change Directive #1

Rob Palus, City Engineer: On June 17, 2025, City Council awarded the contract for the Prairie Trail extension from SH41 to Zorros Rd. to Northwest Landworks. The project's scope is the construction of a multi-use trail along with filling in a borrow pit adjacent to the trail's alignment, between SH41 and Zorros Rd. Construction began in late August 2025, completion of the project is estimated of October 2025 and is currently on schedule. The original award was for \$152,370 with a 15% contingency of \$22,855.50. During construction, potential excess material on site was identified. A survey conducted by the City's consulting engineer, Welch Comer and Associates, identified approximately 3000 additional cubic yards of excess material. Two options were available for remediation of the excess material included hauling the material off site to another disposal area at a cost of \$23.31 per cubic yard or revising final grades and balancing the material on site at a cost of approximately \$12 per cubic yard. The additional cost for revising final grades and balancing the materials on site would be a lump sum amount of \$35,520. Staff is requesting an additional \$27,901.50 of multi-modal impact fee funding to cover the costs of removing the excess material of Work Change Directive #1 and maintain a 10% contingency (\$15,237) to address other quantity changes during paving and landscaping.

Motion by Malloy to approve the Prairie Trail Extension - Zorros Rd. to SH41 - Work Change Directive #1.

Second by Ziegler.

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

- b. Transportation Master Plan - Contract Amendment #3

Rob Palus, City Engineer: Contract Amendment Three is to cover costs associated with additional work in getting the future model to meet City growth projections and coordinate data with the Kootenai Metropolitan Planning Organization (KMPO) regional model. During the initial modeling, staff discovered significant population and job placement discrepancies for future years between City projections and regional modeling efforts. City staff worked with the consultants and KMPO to coordinate land uses in the local and regional model. Additional work efforts included several meetings between the consultant, KMPO, City staff and a presentation to the Kootenai County Area Transportation Team (KCATT) and the KMPO Board. Contract amendment three is for \$27,782. Staff recommends approval of the amendment as the work effort was necessary to provide a more accurate forecast of future impacts of growth on the transportation system at both a regional and local level. The work product will also be utilized in other modeling efforts by the City to verify future sewer capacities and updates to sewer modeling.

**Motion by Malloy to approve the Transportation Main Plan - Contract Amendment #3.
Second by Ziegler.**

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

c. Acceptance of County Deed to Centennial Trail Property

Field Herrington, City Attorney: Kootenai County has approved the conveyance of a parcel of land consisting of Centennial Trail property to the City of Post Falls. This corridor parcel is located adjacent to the City's existing trail ownership and consists of approximately 6.228 acres, extending the City's ownership to McGuire Rd. The transfer supports the City's goal of expanding recreational connectivity and trail access along McGuire Rd. and surrounding subdivisions and will ensure continuity of trail maintenance, and enable formal planning and future enhancements. The deed has been approved by the Kootenai County Board of Commissioners, and staff recommends that the City accept the conveyance and authorize the Mayor to sign the deed on behalf of the City. No additional conditions or easements are imposed through this transaction, and the deed includes all appurtenant rights associated with the parcel. There is no acquisition cost to the City for this parcel. However, staff anticipates that extending services approximately half a mile beyond the current trail system will result in ongoing maintenance costs. These future expenses would likely include surfacing, snow removal, and vegetation management. While specific costs will vary based on conditions and seasonal factors, staff expects annual costs to be consistent with other similarly maintained trail segments.

Motion by Malloy to accept the County Deed to the Centennial Trail Property.

Second by Ziegler.

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

Bela Kovacs in his role as Kootenai County Assessor addressed the City Council that he intends to tax a tax-exempt property owned by the City of Post Falls. The assessor referenced a 4.11-acre property adjacent to the Cabela's parking lot which the City has owned since 2012.

Mayor Jacobson said he will wait to see what the decision is when you opt to try to assess taxes on a property owned by the city that is non-taxable. The City intended to set the property aside for a future park and ride lot expansion. That expansion did not come to fruition.

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. Parks and Urban Forestry Asset Management and Computerized Maintenance Management Software Implementation Update

Bryan Myers, Parks Manager provided an update on the Parks Asset Management and Brightly Asset Essentials Computerized Maintenance Management System (CMMS), as the second year of use has concluded. The report explores service level consistency, asset aging, and the

maintenance-capital cycle. It highlights the initial benefits of the CMMS, advancing towards deeper reporting and analytics to support data-informed budgeting for future park services in Post Falls.

b. Recovery of Withheld Taxpayer Funds

Field Herrington, City Attorney went over a report on the recovery of withheld penalties and interest from delinquent tax payments. The Kootenai County Treasurer announced that, beginning October 2022, the County would withhold late charges and interest on delinquent property taxes instead of distributing them to taxing districts as required by Idaho law. This marked a departure from long-standing practice across most Idaho counties. For Post Falls specifically, the withheld amount totaled \$126,590 in principle. The Cities of Post Falls and Coeur d'Alene led a legal challenge joined by other affected districts. District Court and subsequent rulings affirmed that the Idaho Code requires penalties, interest, and costs to be apportioned to taxing districts, not retained by the County. The Supreme Court stated: "The County argues that section 63-1015 is ambiguous. We disagree." "The County spends much of its brief discussing collection costs... To the extent the County and amici ask this Court to effectively rewrite the operative statutes to reflect their preferred public policy positions, we decline this invitation." The City of Post Falls has recovered \$126,590 in principle with accrued interest, cost, and attorney fees, approximately \$179,700 in total. Monthly payments from the County have resumed, consistent with pre-October 2022 practices. While the courts upheld the City's position, forthcoming legislation is anticipated that could alter the statutory framework. If adopted, this would permanently redirect these revenues away from cities, schools, and other districts into county coffers. Staff anticipates that continued partnership with neighboring cities, schools, and special districts will be necessary to defend against these legislative changes.

c. Parks and Recreation Director Recruitment Update

Shelly Enderud, City Administrator gave an update on where in the process we are with the recruitment of a new Parks and Recreation Director.

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.

Mayor Jacobson: Drive safe. Kids are in school now and soon will be out for Halloween.

Ziegler: It is unfortunate that an issue with the County was handled during Citizen Comments.

8. EXECUTIVE SESSION

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

ACTION ITEMS:

- a. 74-206. (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member.
- 74-206. (d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.
- 74-206. (f) To communicate with legal counsel for the public agency to discuss the

legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Motion by Malloy to move to enter into Executive Session pursuant to Idaho Code 74-206(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, Idaho Code 74-206(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74 Idaho Code, further that no action will be taken during the session and that the session will last approximately 15 minutes.

Second by Ziegler.

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

Entered Executive Session at 7:24 pm.

Exited Executive Session at 7:36 pm.

RETURN TO REGULAR SESSION

7:36 pm.

9. ADDITIONAL BUSINESS

ACTION ITEMS:

- a. **ACTION ITEM** Consideration of a confidential agreement and waiver discussed in executive session pursuant to Idaho Code § 74-206

Motion by Malloy to confidential agreement and waiver discussed in Executive Session pursuant to Idaho Code 74-206.

Second by Ziegler.

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

ADJOURNMENT

7:37 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: 10/21/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables October 8, 2025 - October 22, 2025

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Check Run Accountability reports dated 10.21.25 Approval of the reports acknowledges receipt of the required reports and approves making the payments. No presentation is planned on this item.

DISCUSSION:

As required by Idaho Code 50-1017 *Presentation of Claims* and 50-1018 *Payment of Claims*, the Finance Department provides a report at each council meeting detailing payments to be made on all accounts payable received during the prior two weeks. Generally, claims are presented prior to payment being issued, however, at times it is necessary for payment to be issued prior to approval (i.e. to avoid late fees), these checks are presented on the Check Run Accountability Report for ratification at the next council meeting. The attached Post Falls Check Approval reports checks totaling \$1,496,666.55 to be dated 10.21.25 The Hand Check Accountability is for Hand Checks issued 10.3.25-10.13.25 and total \$139,284.05.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$1,635,950.60

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run for Council 10.21.25
2. Hand Checks - Check Run for Council 10.21.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT18652 - Check Run for Council 10.21.25
Vendor Set: 01 - Vendor Set 01

Check Date: 10/15/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN08624	HALLMARK HOMES				
APMWB	Check	BOND RELEASE - 2825 N. WRENLEY	BOND RELEASE - 2825 N. WRENLEY	001-22115	2,000.00
		BOND RELEASE - 2595 E. NATTI	BOND RELEASE - 2595 E. NATTI	001-22115	2,000.00
		BOND RELEASE - 2561 E NATTI	BOND RELEASE - 2561 E NATTI	001-22115	2,000.00
VEN15167	Jessica DeLaTorre				
APMWB	Check	10.06.25-T684	Refundable Damage Deposit	001-22080	250.00
Balance Sheet Accounts Total:					6,250.00
Dept: 411 Mayor & Council					
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	71313	Connect4Lunch (Samantha Steigleder)	001-411.0000.64010	25.00
		72064	Breakfast with the Legislators (Randy Westlund)	001-411.0000.64010	40.00
		70989	Connect4Lunch (Ron Jacobson)	001-411.0000.64010	25.00
		71860	Connect4Lunch (Nathan Ziegler)	001-411.0000.64010	25.00
VEN02035	Staples, Inc				
APMWB	Check	6043780904	Office supplies-Admin	001-411.0000.63060	22.69
		6043780910		001-411.0000.66050	4.94
Dept 411 Total:					142.63
Dept: 412 Information Systems					
C140	CDW Government Inc.				
APMWB	Electronic Funds Transfer	AG3KB2Y	Barracuda Renewal	001-412.0000.66014	5,892.00
VEN15161	Center for Internet Security, Inc.				
APMWB	Check	INV-250929-007361	MS-ISAC Membership	001-412.0000.62133	1,995.00
D070	Dell Marketing LP				
APMWB	Check	10839740656	IT Director laptop	001-412.0000.80010	1,496.44
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transfer	20902	Monthly Sylint payments	001-412.0000.66043	2,557.42
Dept 412 Total:					11,940.86
Dept: 413 General Services					
VEN02035	Staples, Inc				
APMWB	Check	6043780910	Office supplies-Admin	001-413.0000.63060	42.32
				001-413.0000.66050	14.81
Dept 413 Total:					57.13
Dept: 414 Finance					
B091	BDS				
APMWB	Check	102656	Epay Monthly Maintenance	001-414.1445.62170	6,909.61
				001-414.1445.62190	4,053.80
VEN14783	ClearGov Inc.				
APMWB	Electronic Funds Transfer	2025-18110	Includes ClearGov Operational Budgets Ren	001-414.0000.62040	53,442.84
D09750	DeVries Info Management				
APMWB	Check	0198497	- On-Site Record Destruction Lg	001-414.0000.62040	62.00
Dept 414 Total:					64,468.25
Dept: 415 City Clerk					
VEN14766	CivicPlus, LLC				
APMWB	Check	351072	Public Records Request Software NextRequ	001-415.0000.62040	9,769.88
C291	Coeur d' Alene Press				
APMWB	Check	0000041022-09122	(Printing of Ordinance 1531	001-415.0000.62000	215.20
VEN15085	International Minute Press				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB VEN02035	Check Staples, Inc	4579	#10 24 White Envelope - No Window	001-415.0000.63070	95.81
APMWB	Check	6043780902	Office Supplies-City Clerk	001-415.0000.63060	84.99
		6043780910	Office supplies-Admin	001-415.0000.66050	4.94
Dept 415 Total:					10,170.82
Dept: 418 Human Resources					
D09750	DeVries Info Management				
APMWB VEN02035	Check Staples, Inc	0199591	- On-Site Record Destruction Lg	001-418.0000.63060	62.00
APMWB	Check	6043780902	Office Supplies-City Clerk	001-418.0000.63060	3.57
Dept 418 Total:					65.57
Dept: 421 Police					
R04500	1-800-Radiator				
APMWB A600	Check Awards Etc.	18662209	PFPD129 Air Conditioner	001-421.0000.67100	114.00
APMWB B160	Electronic Funds Transf Body By Scotty Towing	20241165	PD Years of Service Plaque	001-421.0000.63060	70.00
APMWB	Check	46463	PFPD154 Repairs	001-421.0000.67170	1,500.00
		4070	PD Vehicle Tow	001-421.0000.67170	250.00
VEN10854	Cellebrite Inc.				
APMWB C2150	Electronic Funds Transf City of Spokane	Q-479131-1	Cellebrite Certified Mobile Examiner Certificate	001-421.0000.64020	480.00
APMWB C291	Check Coeur d' Alene Press	111897300 092925	Evidence Drug Burn	001-421.0000.63920	25.53
APMWB C220	Check Coleman Oil Co	0000040590	PD Property Auction Notice	001-421.0000.62000	198.40
APMWB	Check	CP-0311535	PD Gasoline	001-421.0000.64030	6,577.98
		CP-0272547		001-421.0000.64030	6,919.54
C410	Country Lock & Key, Inc.				
APMWB VEN14874	Electronic Funds Transf Debra J Salish	16061	Keys for SWAT vehicle	001-421.0000.67090	49.39
APMWB D070	Check Dell Marketing LP	25-113	Uniform Tailor Service - Close	001-421.4000.72000	38.00
APMWB S55000	Check Division of Occupational and Professional Licenses	10838993519	Two upgraded computer rebuilds for vehicles	001-421.0000.80010	3,447.48
APMWB G020	Check Galls, LLC	H000943-2025	PD Annual Elevator Fees	001-421.0000.68060	125.00
APMWB	Electronic Funds Transf	032709849	New Hire Equipment - Handcuffs	001-421.0000.67020	154.56
		032752336	New Hire Equipment - Mace Holder	001-421.0000.67020	42.41
		032240102	New Hire Uniform Belt - Return	001-421.4000.72000	-75.00
VEN10132	Governmentjobs.com, Inc				
APMWB B5501	Check Innvoke LLC	INV-141753	Scheduling Software Subscription	001-421.0000.62040	6,779.00
APMWB I339	Check Interstate Business Center	36154	Evidence Room Printer Ink	001-421.0000.63920	135.76
APMWB	Check	P4273001008a 093	IBC 2025 Parcel Dues	001-421.0000.62310	176.85
		P4727004001a 093		001-421.0000.62310	609.84
		P4273001001a 093		001-421.0000.62310	111.30
VEN14850	Legacy Heating and Cooling				
APMWB	Check	33840166	PD Annual HVAC Maintenance	001-421.0000.68030	650.00
		33836582	PD Fall Annual Maintenance	001-421.0000.68030	1,150.00
N001	Napa Auto Parts				
APMWB	Check	361460	PD Stock - Shop Towels	001-421.0000.67090	29.34
		361512		001-421.0000.67090	38.97
		360693	PFPD135 Oil Filters	001-421.0000.67100	34.56
		361517	PFPD145 Brake Pad & Rotors	001-421.0000.67100	281.92
		361438	PFPD180 Floor Liners	001-421.0000.67100	239.68
		360323	PD Stock - Premium Capsules	001-421.0000.67100	43.04
		359642	PFPD203 Bonded Wire & Connector	001-421.0000.67100	25.86

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	361198	PFPD145 Battery & Core Deposit	001-421.0000.67100	144.55
		362265	PD Stock - Air Filters	001-421.0000.67100	124.01
		361378	PFPD 145 CV Axles	001-421.0000.67100	178.96
		361193	PFPD122 Battery & Core Deposit	001-421.0000.67100	144.55
		360339	PD Stock - Wiper Fluid, Air Filter	001-421.0000.67100	142.14
VEN14265	Naval Surface Warfare Center, Crane Division- US Treasury				
APMWB	Check	N00164LE1139-25	Night Vision Goggles Annual Fee	001-421.0000.62040	1,800.00
VEN15159	Northwest Polygraph Services				
APMWB	Check	090325	Applicant Testing	001-421.0000.62040	275.00
VEN03694	Otis Elevator Company				
APMWB	Check	100402073693	Maintenance Service from 10/1/2025 to 12/3	001-421.0000.68060	706.89
VEN14880	Public Safety Testing, Inc				
APMWB	Check	PST25-1181	Quarterly PST Fees, July - Sept	001-421.0000.62040	702.00
VEN04236	Ramey's Yard Care				
APMWB	Check	826615	PD Quarterly Pest Control	001-421.0000.68010	115.00
R200	Rocky Mountain Info Network				
APMWB	Check	261630	RMIN Annual Membership	001-421.0000.62060	250.00
S0760	Seltice Laundry				
APMWB	Check	8/761	VOPs Car Wash	001-421.0000.67170	8.25
R251	Serights Ace Hardware				
APMWB	Check	370269/1	PD Shop - Nuts & Bolts	001-421.0000.67090	20.70
S275	Solar Eclipse				
APMWB	Check	56175	PFPD167 Rockchip Repair	001-421.0000.67170	39.95
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	20902	Monthly Sylint payments	001-421.0000.66043	838.50
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	INV/2025/02509	PD Uniform Jumpsuit - Finan	001-421.4000.72000	445.59
T118	TPI Embroidery				
APMWB	Check	12781	PD Uniform Hat	001-421.4000.72000	29.46
Dept 421 Total:					36,188.96
Dept: 423 Oasis					
VEN15111	Scot D. Nass Attorney at Law, PLLC				
APMWB	Check	101	VSU Client Legal Services	001-423.1153.68400	1,495.00
Dept 423 Total:					1,495.00
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-424.0000.64030	64.21
D09750	DeVries Info Management				
APMWB	Check	0198497	- On-Site Record Destruction Lg	001-424.0000.63040	62.00
		0199591		001-424.0000.63060	62.00
I115	Idaho Prosecuting Attys. Assoc				
APMWB	Check	2025-2026	IPAA Membership Dues	001-424.0000.62060	1,800.00
V040	ODP Business Solutions				
APMWB	Check	441502266001	Office supplies-Legal	001-424.0000.63040	42.81
		442184629001	Office Supplies-Legal	001-424.0000.63040	581.24
		441502266001	Office supplies-Legal	001-424.0000.63040	83.14
VEN14845	Smith & Malek, PLLC				
APMWB	Electronic Funds Transf	60022	City of PF & CDA vs KC Treasury	001-424.0000.62040	438.75
VEN02035	Staples, Inc				
APMWB	Check	6043780910	Office supplies-Admin	001-424.0000.63040	39.48
Dept 424 Total:					3,173.63
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0311535	PD Gasoline	001-427.0000.64030	87.10
		CP-0272547		001-427.0000.64030	159.80
VEN04236	Ramey's Yard Care				
APMWB	Check	826571	Animal Control Pest Control	001-427.0000.68010	85.00

Packet: APPKT18652 - Check Run for Council 10.21.25

Check Date: 10/15/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 431 Streets					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	97947	Hudraulic fittings - Snow plows/deicers	001-431.0000.63525	397.74
VEN05261	CDA PAVING				
APMWB	Check	108391	Dumping Clean Concrete	001-431.0000.68130	352.03
		109608	Dumping - Asphalt/Gravel Mixed	001-431.0000.68130	8.63
		108391	Dumping Clean Concrete	001-431.0000.68130	19.38
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-431.0000.64030	5,182.90
VEN15110	Econolite Systems, Inc				
APMWB	Check	S-24003-E4CB	9/18/25 Comms Controller Q-53340-A40B	001-431.0000.68140	45,500.00
VEN05260	ENVIROTECH SERVICES				
APMWB	Check	CD202533438	Ice Slicer	001-431.0000.68080	2,343.66
		CD202533437		001-431.0000.68080	2,381.85
		CD202533439		001-431.0000.68080	1,867.29
		CD202533451		001-431.0000.68080	1,963.77
		CD202533446		001-431.0000.68080	2,042.16
		CD202533452		001-431.0000.68080	2,028.09
		CD202533436		001-431.0000.68080	2,106.48
		CD202533447		001-431.0000.68080	2,024.07
		CD202533456		001-431.0000.68080	2,160.75
		CD202533450		001-431.0000.68080	2,020.05
		CD202533445		001-431.0000.68080	1,993.92
		CD202533455		001-431.0000.68080	1,975.83
		CD202533442		001-431.0000.68080	1,632.12
		CD202533454		001-431.0000.68080	1,945.68
		CD202533448		001-431.0000.68080	1,943.67
		CD202533443		001-431.0000.68080	2,202.96
		CD202533441		001-431.0000.68080	2,094.42
		CD202533440		001-431.0000.68080	2,283.36
		CD202533457		001-431.0000.68080	2,295.42
		CD202533449		001-431.0000.68080	1,730.61
		CD202533444		001-431.0000.68080	1,905.48
		CD202533453		001-431.0000.68080	1,857.24
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	90014000	2025 Durapatcher Oil	001-431.0000.68090	485.85
VEN15085	International Minute Press				
APMWB	Check	4598	250 Imprint Business Cards I Ken Peterson	001-431.0000.63060	31.00
I340	Interstate Concrete & Asphalt				
APMWB	Electronic Funds Transf	Spokane St RAB Pa	Spokane Street RAB Pay App #2	001-431.1811.95040	11,469.94
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0189561	Seltice Way Rehab JUB Invoice September	001-431.0000.95040	6,200.70
L071	Local Highway Technical Assistance Council-		LHTAC		
APMWB	Electronic Funds Transf	T292925EM-9	T2 CENTER CLASSES	001-431.0000.64020	400.00
N001	Napa Auto Parts				
APMWB	Check	057556	TRI-POWER IND V-BELT (NBH)	001-431.0000.63000	15.19
		058127	TAX CORRECTION from Inv 057556	001-431.0000.63000	-0.86
VEN14930	National Safety Inc				
APMWB	Check	0770601-IN	Uniform shirts - S. Rewoldt	001-431.4000.72000	88.60
		0769617-IN	Uniform shirts - Paul Strobel	001-431.4000.72000	66.45
		0769667-IN	Uniform shirts - Shawn Rewoldt	001-431.4000.72000	61.20
VEN05363	North 40 Outfitters				
APMWB	Check	52630/E	Refund of tax on inv# 052597/E	001-431.4000.72000	-10.80
		52578/E	Refund of inv# 052577/E	001-431.4000.72000	-174.95
		N64806/E	Boot Allowance - Shawn Rewoldt	001-431.4000.72000	150.00
		M42030/E	Boot Allowance - Erik Roush	001-431.4000.72000	150.00
		052598/E	Uniform jacket - Ken Peterson	001-431.4000.72000	99.99
		052620/E	Boot allowance - Doug Patterson	001-431.4000.72000	149.99
		052577/E	Boot Allowance - Erik Roush	001-431.4000.72000	174.95

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	052597/E	Uniform shirts - Erik Roush	001-431.4000.72000	190.72
		M42676/E	Uniform shirts - James Mettler	001-431.4000.72000	60.00
		052594/E	Uniform shirts - Ken Peterson	001-431.4000.72000	49.98
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	10627	Asphalt for Roadway Patching	001-431.0000.68090	1,418.20
R251	Serights Ace Hardware				
APMWB	Check	370399/1	ULTRA GEL SUPER GLUE 4G ROSS JENK	001-431.0000.63000	6.29
		370109/1	Vehicle cleaners	001-431.0000.63000	15.82
		370326/1	Cutting wheels for grinder	001-431.0000.63000	23.38
		370229/1	Gloves & litter pickers	001-431.0000.63110	66.84
		370398/1	PROPANE, bottle exchange	001-431.0000.68100	33.41
		370402/1	PROPANE	001-431.0000.68130	37.70
S140	Sherwin Williams				
APMWB	Check	1535-2	PUMP PROTECTR - S228	001-431.0000.63000	25.58
VEN02035	Staples, Inc				
APMWB	Check	6043780914	Office Supplies-Streets	001-431.0000.63060	27.99
T090	Thorco, Inc.				
APMWB	Check	1795627	Troubleshoot Prairie/Greensferry signal	001-431.0000.62040	948.75
VEN14310	US Fleet Tracking LLC				
APMWB	Check	505565	Monthly Service/ 22 Units	001-431.0000.66016	592.68
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354110-035	Spokane Street Rehab (RAB) Final - August	001-431.1811.95040	21,500.00
Dept 431 Total:					140,614.15
Dept: 432 Public Works Administration					
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-432.0000.64030	31.06
VEN02035	Staples, Inc				
APMWB	Check	6043780910	Office supplies-Admin	001-432.0000.63060	14.81
Dept 432 Total:					45.87
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-433.0000.64030	195.22
P310	Platt Electric Supply				
APMWB	Check	07Z1534	light bulbs	001-433.0000.63720	1,003.26
		07Z1530	Light bulbs CH and PD	001-433.0000.63720	899.68
VEN04236	Ramey's Yard Care				
APMWB	Check	825435	-PEST - QUARTERLY - -PEST CONTROL	001-433.0000.68010	115.00
S0760	Seltice Laundry				
APMWB	Check	8/767	Drop Off Laundry 16.1	001-433.0000.63160	36.04
		8/768	Drop Off Laundry 14.6 lbs	001-433.0000.63160	32.76
		8/769	Drop Off Laundry 13 lbs	001-433.0000.63160	29.17
		8/766	Drop Off Laundry 12.2 lbs	001-433.0000.63160	27.38
		8/765	Drop Off Laundry 11.1 lbs	001-433.0000.63160	24.83
		8/635	Drop Off Laundry 9.7 lbs	001-433.0000.63160	0.80
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	557095	TRIDENT, V14D,14"UPRIGHT DUAL MOTO	001-433.0000.81505	891.40
Dept 433 Total:					3,255.54
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	101322	Hoses & Fittings - S346	001-434.0000.63011	109.57
		98646	Hydraulic fittings - S356	001-434.0000.63011	39.27
B160	Body By Scotty Towing				
APMWB	Check	46417	Body damage repair - A120	001-434.0000.67170	3,228.39
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4244810097	Fleet laundry & Rug service	001-434.0000.63160	99.32
		4245544308	Fleet laundry & Rug Service	001-434.0000.63160	89.02
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-434.0000.64030	301.18

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C3090	Columbia Electric Supply				
APMWB	Check	1120-1022844	CABLE TIE	001-434.0000.63011	-21.50
		1120-1022827	CABLE TIES	001-434.0000.63011	43.01
		1120-1022844	CABLE TIE	001-434.0000.63012	-21.51
		1120-1022827	CABLE TIES	001-434.0000.63012	43.01
				001-434.0000.63013	36.86
		1120-1022844	CABLE TIE	001-434.0000.63013	-18.43
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	#1176	2025 Toyota Cross Upfit (Replacme	001-434.0000.90010	3,994.80
F145	Freightliner Northwest- Spokane				
APMWB	Check	PC001659962 01	"FILTER, FUEL" - Stock & S226	001-434.0000.63011	465.90
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5013340	Element - S221	001-434.0000.63011	105.10
N001	Napa Auto Parts				
APMWB	Check	363260	Filters - S220	001-434.0000.63011	211.49
		363059	FILTERS - S234	001-434.0000.63011	49.54
		361518	BAT 18MO WTY BAT (T34)	001-434.0000.63011	284.72
		362987	Fleet Stock - Filters	001-434.0000.63011	157.50
		363571	Core Deposit - S207	001-434.0000.63011	-54.00
		362012	Fuel Filter - S221	001-434.0000.63011	41.68
		362091	Filters - Shop Stock	001-434.0000.63011	120.12
		362025	Filters - Stock & S225	001-434.0000.63011	98.32
		363063	Air Filters - Stock	001-434.0000.63012	96.42
		362091	Filters - Shop Stock	001-434.0000.63012	120.12
		362025	Filters - Stock & S225	001-434.0000.63012	211.86
		362987	Fleet Stock - Filters	001-434.0000.63012	157.51
		362388	AIR DOOR ACTUATOR - returned on inv 362001	001-434.0000.63012	35.01
		362091	Filters - Shop Stock	001-434.0000.63013	102.96
		362987	Fleet Stock - Filters	001-434.0000.63013	135.01
		362025	Filters - Stock & S225	001-434.0000.63013	141.24
N107	Norlift Inc				
APMWB	Electronic Funds Transfr	20083641	Pallet Jack, 27x48 poly wheels	001-434.0000.67020	729.63
P180	Perfection Tire				
APMWB	Check	1097084	Tires - P453	001-434.0000.67190	222.64
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240162988-00	Brake Cleaner	001-434.0000.63011	230.52
VEN13040	Turf Star Western				
APMWB	Check	INV115508	Motor - P454	001-434.0000.63012	1,235.45
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027P105421	Mudflap Rubber PETERBILT 1/2" Anti Spray	001-434.0000.63011	453.27
W180	Western States Equipment				
APMWB	Check	IN003355086	Cab Air Filter - S355	001-434.0000.63011	73.98
		IN003353692		001-434.0000.63011	489.33
Dept 434 Total:					13,838.31
Dept: 435 GIS					
VEN15085	International Minute Press				
APMWB	Check	3891	250 Imprint Business Cards I Bob Folsom (Jr)	001-435.0000.63060	31.00
Dept 435 Total:					31.00
Dept: 441 Urban Forestry					
A5189	Aspen Nursery				
APMWB	Check	88889	Trees for the Nursery	001-441.1683.68190	2,354.00
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-441.0000.64030	871.13
D070	Dell Marketing LP				
APMWB	Check	10838874269	Preston Hill UF desktop	001-441.0000.80010	1,022.86
VEN15085	International Minute Press				
APMWB	Check	4599	Business cards for Daniel Lambert	001-441.0000.63060	31.00
		4600	Business Cards for Tyler Stuker	001-441.0000.63060	31.00
VEN05363	North 40 Outfitters				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	052633/E	Spray paint & oil for UF	001-441.0000.67090	39.94
R251	Check		Serights Ace Hardware		
APMWB	Check	370336/1	Tools for UF	001-441.0000.67090	77.34
		370365/1		001-441.0000.67090	130.46
VEN03968	Wilbur-Ellis Company - Spokane				
APMWB	Check	17499401 RI	Herbicide for UF	001-441.0000.68220	124.85
Dept 441 Total:					4,682.58
Dept: 442 Cemetery					
C2961	Cold Spring Granite Company				
APMWB	Check	RI 2443912	June Goecke VA plaque	001-442.0000.63760	415.00
		RI 2447512	Deanna Larkin VA Plaque	001-442.0000.63760	319.00
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-442.0000.64030	357.57
R251	Serights Ace Hardware				
APMWB	Check	370385/1	concrete screw	001-442.0000.67030	32.89
W230	Wilbert Precast Inc.				
APMWB	Check	361306-1	Bockstruck memorial	001-442.0000.63760	1,517.00
		358247-1	MM-Headstone 247529 -36" Bevel + Tariff +	001-442.0000.63760	835.30
		359857-1	MM-Headstone 481214 36" Flat + Tariff + Sh	001-442.0000.63760	712.15
		357225-1	GG35 Final Engraving Schafer, Lenny + Adt'	001-442.0000.63760	335.00
		351905-1	GG35 Niche Engraving 476099 Stoeser, Der	001-442.0000.63760	202.00
		359619-1	MM-Headstone 482434 24" Flat + Tariff + Sh	001-442.0000.63760	473.45
Z026	Ziegler Lumber Co #017				
APMWB	Check	979454	wire concrete reinforcement	001-442.0000.68170	236.98
Dept 442 Total:					5,436.34
Dept: 443 Parks					
VEN15010	ADD Electronics				
APMWB	Check	4468	Program and install radios with antennas	001-443.0000.63080	4,597.88
		4467	Mount antenna to tower for Parks	001-443.0000.80240	799.46
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003058078	Acetylene for the Welder	001-443.0000.64030	8.79
A365	American On-Site Services				
APMWB	Check	I89909	Portables for Prost	001-443.0000.65050	755.00
		I89991	Q'emiln Portable Restrooms	001-443.0000.65050	400.00
		I90037	Community Garden Portable Restroom	001-443.0000.65050	200.00
		I89989	The Landings Portable Restroom	001-443.0000.65050	220.00
		I89967	4th St. Trailhead portable restroom	001-443.0000.65050	200.00
		I89969	Corbin Park portable restroom	001-443.0000.65050	115.00
		I89968	Black Bay Portable Restroom	001-443.0000.65050	115.00
		I90031	Hilde Kellogg Portable Restroom	001-443.0000.65050	200.00
		I90035	Skate Park Portable Restroom	001-443.0000.65050	200.00
		I90032	Warren Portable Restroom	001-443.0000.65050	200.00
		I90033	Tennis Cts Portable Restroom	001-443.0000.65050	200.00
A5189	Aspen Nursery				
APMWB	Check	88888	Trees & Shrubs for Urban Forestry & Parks	001-443.0000.68190	3,317.60
A570	AVISTA Utilities				
APMWB	Check	9342020000 07.31.2	Montrose Ball Park Lights	001-443.0000.65021	0.68
VEN04987	Basin Sod, Inc.				
APMWB	Check	51508	Sod for Warren	001-443.0000.68180	760.00
		51509	Sod for Warren park	001-443.0000.68180	740.00
		51429	Sod for Warren Park	001-443.0000.68180	615.00
VEN13104	Bluejay Industrial Inc				
APMWB	Check	038964	Fencing cable & hardware for Community Fo	001-443.0000.63530	598.91
VEN14933	Brightly Software, Inc				
APMWB	Electronic Funds Transf	INV-289627	Brightly/Asset Essentials Software for Parks	001-443.0000.80030	36,123.38
VEN10516	C.A.D. of Spokane, Inc				
APMWB	Check	53059	Dirt for Warren Park	001-443.0000.68170	247.50
		53001	Sand for Warren Park	001-443.0000.68170	1,057.50
VEN05261	CDA PAVING				

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	109461	Crushed base for Urban Forestry	001-443.0000.68170	1,646.41
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-443.0000.64030	5,022.01
F020	Fastenal Company				
APMWB	Electronic Funds Transfer	IDCOE225092	Hardware for UF	001-443.0000.67030	261.65
G098	Grainger				
APMWB	Check	9669050941	Leather gloves for Parks Safety	001-443.0000.63110	165.75
H1957	Horizon				
APMWB	Electronic Funds Transfer	7F033950	Irrigation Parts for Warren	001-443.0000.68230	27.75
		2S246263	Irrigation Parts for Singing Hills	001-443.0000.68230	83.79
N001	Napa Auto Parts				
APMWB	Check	361788	Car glass cleaner	001-443.0000.63150	11.84
VEN05363	North 40 Outfitters				
APMWB	Check	052590/E	Rain Gear for Beau	001-443.4000.72000	296.78
		052591/E	Tax Refund from Inv 052590/E	001-443.4000.72000	-16.80
VEN14698	Northern Pump & Electric				
APMWB	Check	1954	Pumps and installation for Falls Pond	001-443.1658.62330	9,053.51
N210	Northland Nursery				
APMWB	Check	220000073447	Park Replacement Trees	001-443.0000.68190	1,404.00
V040	ODP Business Solutions				
APMWB	Check	440391798001	Office Supplies-Parks	001-443.0000.63060	66.42
VEN14579	Planet Turf				
APMWB	Check	3012883	Field Striping Paint	001-443.0000.68240	1,081.56
P468	Prothman				
APMWB	Check	2025-9049	Parks and Rec Director Recruitment	001-443.0000.62080	3,170.00
S0760	Seltice Laundry				
APMWB	Check	8/763	Car Wash for Parks	001-443.0000.63150	73.75
R251	Serights Ace Hardware				
APMWB	Check	370381/1	Ball mount for small equipment	001-443.0000.66190	24.29
		370201/1	Screws for Parks	001-443.0000.67030	56.68
		370440/1	Part for Warren irrigation	001-443.0000.68230	15.46
		370444/1	Irrigation part for Warren	001-443.0000.68230	6.83
		370044/1	Trailhead Plumbing	001-443.0000.68250	17.09
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	159045731-001	Loamy Sand for Warren	001-443.0000.68170	339.77
		158629446-001	Fertilizer for Parks	001-443.0000.68200	1,912.12
		159024601-001	Irrigation parts return	001-443.0000.68230	-265.67
		159284354-001	Irrigation parts for Warren	001-443.0000.68230	402.78
		159190420-001	Irrigation parts for 4th Ave.	001-443.0000.68230	89.81
		159101932-001	Irrigation for Parks	001-443.0000.68230	30.00
		158874575-001	Irrigation for UF Nursery	001-443.0000.68230	713.41
VEN14980	Solid Rock Gate Supply				
APMWB	Check	25963	Sandblast & Powdercoat Sign Posts from W	001-443.0000.63260	156.25
VEN02035	Staples, Inc				
APMWB	Check	6043780908	Office Supplies - Parks	001-443.0000.63060	12.89
		6043780900		001-443.0000.63060	57.35
VEN15089	Supreme Power Sports LLC				
APMWB	Check	39188	Autonomous Mower with Tweel Tires	001-443.0000.90050	49,373.98
VEN01248	United Crown Pump & Drilling				
APMWB	Check	108818	Falls Park Troubleshooting, Pump Tripping C	001-443.1658.62330	1,040.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfer	557081	Cleaning supplies for Parks	001-443.0000.63150	182.39
VEN03968	Wilbur-Ellis Company - Spokane				
APMWB	Check	17489701 RI	Chemicals for trees & turf	001-443.0000.68220	308.46
Z026	Ziegler Lumber Co #017				
APMWB	Check	998677	Lumber for Corbin	001-443.0000.68160	20.30
Dept 443 Total:					128,514.31
Dept: 444 Parks - Construction					
VEN04881	ADVANCED BARK BLOWING				
APMWB	Check	18100	Landscape bark for Warren Park	001-444.0000.94180	1,589.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
A293	Allwest Testing & Engin., LLC				
APMWB	Check	242760	Warren Shelter Inspection	001-444.0000.94180	892.04
A365	American On-Site Services				
APMWB	Check	190030	Chase Park Portable Restroom	001-444.1665.93180	200.00
VEN04987	Basin Sod, Inc.				
APMWB	Check	51759	Sod for Warren	001-444.0000.68180	615.00
C291	Coeur d' Alene Press				
APMWB	Check	0000041439-09242	Ad for proposed grant	001-444.0000.94180	48.04
N210	Northland Nursery				
APMWB	Check	220000073793	Bark for Warren Project	001-444.0000.94180	250.80
N249	Northwest Playground Equipment				
APMWB	Check	56780	Grill for Warren	001-444.0000.94180	1,341.14
R251	Serights Ace Hardware				
APMWB	Check	370491/1	Hardware for Parks shop	001-444.0000.67030	31.48
		370454/1	Concrete for Warren Park	001-444.0000.68170	34.18
		370214/1	Irrigation for Warren	001-444.0000.94180	13.98
Dept 444 Total:					5,015.66
Dept: 445 Recreation					
A365	American On-Site Services				
APMWB	Check	187568	Portable Restroom for Soccer	001-445.0000.65050	175.00
C175	Century Publishing Co, Inc.				
APMWB	Check	78251	Fall Winter Acitivity Guide	001-445.0000.63210	4,809.99
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-445.0000.64030	79.26
VEN14549	DaySmart Recreation				
APMWB	Check	INV01539520	Dash Online Reg July-Sept 2025	001-445.1445.62190	2,803.59
VEN12628	Katy Shewmaker				
APMWB	Check	09.12.25	Contractual Services-Sept	001-445.0000.62040	364.00
V040	ODP Business Solutions				
APMWB	Check	440576491001	Office Supplies-Recreation	001-445.0000.63060	136.03
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transf	108144	Soccer Shirts for Fall	001-445.0000.63430	1,656.80
S054	Schmidt, Sheila				
APMWB	Electronic Funds Transf	10.01.25	Contractual Services-Sept	001-445.0000.62040	1,918.40
VEN15091	Simpliverified, LLC				
APMWB	Electronic Funds Transf	72744	Sept 2025 Recreation volunteer background	001-445.0000.62080	335.00
VEN02035	Staples, Inc				
APMWB	Check	6043780897	Office Supplies-Recreation	001-445.0000.63060	178.29
Dept 445 Total:					12,456.36
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000041591-09262	Public Hearing Notice McGuire ANNX-25-4	001-451.0000.62000	300.45
		0000041314	Public Hearing Notice O'Brien VAC-25-1	001-451.0000.62000	172.82
VEN02035	Staples, Inc				
APMWB	Check	6043780897	Office Supplies-Recreation	001-451.0000.63060	12.04
		6043780902	Office Supplies-City Clerk	001-451.0000.63060	16.08
Dept 451 Total:					501.39
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	102656	Epay Monthly Maintenance	001-452.0000.62040	50.00
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-452.0000.64030	516.14
VEN02035	Staples, Inc				
APMWB	Check	6043780914	Office Supplies-Streets	001-452.0000.63060	1.27
		6043780912	Office supplies-Building	001-452.0000.63060	149.99
		6043780914	Office Supplies-Streets	001-452.0000.63060	12.04
		6043780895	Office supplies-Building	001-452.0000.63060	164.36
		6043780914	Office Supplies-Streets	001-452.0000.63060	70.42

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	6043780912	Office supplies-Building	001-452.0000.63060	31.14
Dept 452 Total:					995.36
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	001-453.0000.64030	119.45
Dept 453 Total:					119.45
Dept: 454 Community Development Admin					
VEN14865	Placer Labs, Inc.				
APMWB	Electronic Funds Transf	INUS05665	Placer AI Software Maintenance	001-454.0000.66016	26,500.00
VEN05893	Rotary Club of Post Falls				
APMWB	Check	5066905	Rotary Membership Dues - FY25	001-454.0000.62060	1,250.00
Dept 454 Total:					27,750.00
Dept: 481 Capital Improvements/Contracts					
VEN14783	ClearGov Inc.				
APMWB	Electronic Funds Transf	2025-18111	Includes ClearGov Strategic Planning Renew	001-481.0000.80330	14,832.00
VEN03694	Otis Elevator Company				
APMWB	Check	100402073693	Maintenance Service from 10/1/2025 to 12/3	001-481.0000.68060	706.89
Dept 481 Total:					15,538.89
Fund 001 Total:					493,079.96
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN15087	Alliant Insurance Services, Inc				
APMWB	Electronic Funds Transf	3145743	Alliant Benefits Consulting July 2025 -	003-482.0000.62040	2,500.00
		3272041	Advanced Benefits Consulting Fee October 2	003-482.0000.62040	2,500.00
		3113385	Alliant Benefits Consulting Fee June 2025 -	003-482.0000.62040	2,500.00
VEN15121	BPA Health, Inc				
APMWB	Check	609063	EAP Services for September 2025	003-482.4000.73000	54.30
VEN14039	OneBridge				
APMWB	Check	INV-4746	October 2025 Administrative Fees	003-482.4155.71210	150.00
VEN14886	Ready Rebound, Inc				
APMWB	Check	2929	Ready Rebound service PW	003-482.0000.73010	3,075.00
		2926	Ready Rebound service PD	003-482.0000.73010	11,032.31
A6000	Rehn & Associates, Inc.				
APMWB	Check	INV-00209810	COBRA Specific Rights Notice Letter-Bulling	003-482.0000.62160	28.00
Dept 482 Total:					21,839.61
Fund 003 Total:					21,839.61
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
R251	Serights Ace Hardware				
APMWB	Check	370104/1	K9 Kennel Pine Shavings	007-425.0000.67120	18.99
Dept 425 Total:					18.99
Fund 007 Total:					18.99
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
D053	Day Management Corporation				
APMWB	Check	INV892110	Day Wireless Tower climb	008-426.0000.67020	11,970.90
VEN03186	J&R Electronics				
APMWB	Check	100117	Beck Water tower climb	008-426.0000.67020	2,000.00
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	20902	Monthly Sylint payments	008-426.0000.66043	3,591.58
Dept 491 Total:					17,562.48

Fund 008 Total: 17,562.48

Packet: APPKT18652 - Check Run for Council 10.21.25

Check Date: 10/15/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 011 - FACILITY BUILDING RESERVE							
Dept: 491 Facility Building Reserve							
A293	Allwest Testing & Engin., LLC						
APMWB	Check		242764	3rd St Parking Lot density testing	011-491.0000.95015		299.60
VEN15156	Budinger & Associates						
APMWB	Check		S25590-3	PWOC Budinger Invoice September 2025	011-491.1801.93160		6,480.25
VEN07815	LaRiviere, Inc						
APMWB	Electronic Funds Transfr			Parks Shop Parking Black Bay Parkling Lot Contract Work	011-491.0000.95015		183,552.26
				Parks Shop Parking 3rd Avenue Parks Shop Parking - Phase 1	011-491.0000.95015		87,878.17
Dept 491 Total:							278,210.28
Fund 011 Total:							278,210.28
Fund: 017 - ANNEXATION FEES							
Dept: 410 General Government Services							
VEN05894	FCS Group						
APMWB	Check		4137-22509077	Long Range Financial Plan and Analysis	017-410.0000.62040		9,042.50
Dept 410 Total:							9,042.50
Fund 017 Total:							9,042.50
Fund: 023 - SPECIAL EVENTS							
Dept: 446 Special Events							
VEN15162	Christmas Lights ETC						
APMWB	Check		2943099	Tree for Winterfest/Christmas	023-446.1601.62040		37,866.20
Dept 446 Total:							37,866.20
Fund 023 Total:							37,866.20
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES							
Dept: 428 Kootenai Fire/EMS Impact Fees							
VEN14739	Kootenai County Emergency Medical Services System						
APMWB	Electronic Funds Transfr		September 2025 Im	September 2025 Impact Fees	034-428.0000.33117		-340.00
					034-428.0000.62040		4,726.00
VEN06795	Kootenai County Fire & Rescue						
APMWB	Electronic Funds Transfr		September 2025 Im	September 2025 Impact Fees	034-428.0000.33117		-680.00
					034-428.0000.62040		43,282.00
Dept 428 Total:							46,988.00
Fund 034 Total:							46,988.00
Fund: 035 - PUBLIC SAFETY IMPACT FEES							
Dept: 420 Public Safety Impact Fees							
VEN14481	HMH Engineering						
APMWB	Check		D25030-05	PD Parking Lot HMH Invoice September 2020	035-420.0000.95015		10,070.00
Dept 420 Total:							10,070.00
Fund 035 Total:							10,070.00
Fund: 037 - STREETS IMPACT FEES							
Dept: 431 Streets							
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transfr		0188918	Transportation Master Plan	037-431.0000.80290		16,850.13
			0188982	Project Engineer - Discipline Lead	037-431.1305.62040		1,262.00
Dept 431 Total:							18,112.13
Fund 037 Total:							18,112.13
Fund: 038 - PARKS IMPACT FEES							

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 443 Parks					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0189525	Corbin Park Survey	038-443.0000.62040	18,000.00
VEN07815	LaRiviere, Inc				
APMWB	Electronic Funds Transfr	PayApp7	Community Garden Project	038-443.1667.95520	24,798.78
Dept 443 Total:					42,798.78
Fund 038 Total:					42,798.78
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	148652	WRF Sep Monthly Comps	650-463.0000.68360	1,170.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	97975	WRF Grounds Maintenance	650-463.0000.68025	285.32
		101268	WRF Supplies Cable ties	650-463.0000.68025	17.03
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003058146	High Pressure cylinder rental	650-463.0000.63000	8.79
A424	Anatek Labs, Inc.				
APMWB	Check	2525285	Surface Water Testing	650-463.0000.68360	910.00
		2525286		650-463.0000.68360	405.00
		2525303	Exact Scientific Sub-Chlorophyll Test	650-463.0000.68360	160.00
VEN03129	Barr Tech LLC				
APMWB	Check	10785	Sept WRF Bio Solids Disposal	650-463.0000.62150	57,578.37
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4245544531	WWTP Uniforms	650-463.4000.72000	169.28
		4243320662		650-463.4000.72000	173.77
		4244066297		650-463.4000.72000	173.77
		4244810196		650-463.4000.72000	171.53
C291	Coeur d' Alene Press				
APMWB	Check	041306	Solids Handling CDA Press Bid Ad Invoice S	650-463.3125.95520	53.43
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-1088719	Sensor for D300	650-463.0000.68025	87.66
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	650-463.0000.65005	630.75
		INV-299091	Dyed ULSD2	650-463.0000.67221	1,112.09
		INV-255233	Dyed ULSD2- Generator Fuel	650-463.0000.67221	1,416.22
		INV-306149	Generator Fuel	650-463.0000.67221	4,679.88
C3090	Columbia Electric Supply				
APMWB	Check	1120-1022758	SCADA server support	650-463.0000.66012	4,366.00
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transfr	S012602284.001	WRF Supplies Poly Tubing	650-463.0000.68010	895.50
G098	Grainger				
APMWB	Check	9651449846	WWTP Shop Supplies	650-463.0000.63000	233.11
		9654771774	WRF HANDHELD SPRAYER 3GAL,40PSI,	650-463.0000.68010	136.46
H030	Hach Company				
APMWB	Check	14704507	lab supplies 2.5 gal glass	650-463.0000.63400	827.20
VEN14456	Hayden Area Regional Sewer Board				
APMWB	Check	PCBAD2025-2	IPDES PCB Outreach	650-463.6530.64050	203.33
VEN12244	HERC Rentals Inc				
APMWB	Electronic Funds Transfr	35925889-001	MINI TRACK LOADER W/B > 1,000LB CAP	650-463.0000.68010	360.00
I129	Idaho Rural Water Assoc.				
APMWB	Check	E7490	2025 IRWA Conference Carlos	650-463.0000.64020	285.00
I2731	Inland Environmental Resources				
APMWB	Electronic Funds Transfr	2025-1715	Mag Deliveries to WRF	650-463.0000.63008	9,245.60
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	189429	Solids Handling Improvements JUB Invoice	650-463.3125.95520	93,808.80
VEN03517	Kenworth Sales Company				
APMWB	Check	024P47309	Service Vehicle Parts	650-463.0000.63000	30.78
K100	Kootenai County Solid Waste				
APMWB	Check	09-30289/12-77153	Treatment Arborvitae Stumps	650-463.0000.68010	22.30

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
N001	Napa Auto Parts				
APMWB	Check	363221	MOTOR TREATMENT	650-463.0000.68025	59.99
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5195721	WRF Lab Dissolved Oxygen Membrane Kit	650-463.0000.63400	228.94
		5195720	WRF Lab Disposable weight dish	650-463.0000.63400	28.27
V040	ODP Business Solutions				
APMWB	Check	442619208001	Office Supplies- Water/WW	650-463.0000.63060	142.24
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032424498	Sodium Bisulfite	650-463.0000.63008	4,014.25
		0032424581	Sodium Hypochlorite (Chlorine Bleach)	650-463.0000.68820	2,985.75
P180	Perfection Tire				
APMWB	Check	1096310	FULL SYNTHETIC OIL CHANGE on T122	650-463.0000.67170	107.89
P310	Platt Electric Supply				
APMWB	Check	6Q06101	WWTP Supplies - Pipe and conduit	650-463.0000.63000	380.56
R1913	Rockhound Landscape Supply				
APMWB	Check	9.30.25	MS4 3yds top soil	650-463.0000.68010	87.00
		9.29.2025	Swale top soil	650-463.0000.68010	87.00
		10.03.2025	Stormwater SOD, Fine Sand & Top Soil	650-463.0000.68010	314.70
		9.30.2025	WRF Grounds fine sand	650-463.0000.68025	138.00
R251	Serights Ace Hardware				
APMWB	Check	370038/1	WWTP Supplies	650-463.0000.63000	5.39
		370039/1	WWTP Supplies Pump and Hose	650-463.0000.63000	159.68
		370038/1	WWTP Supplies	650-463.0000.63000	43.15
		370199/1	WWTP Shop Supplies	650-463.0000.63000	67.57
		370473/1	WRF Equipment	650-463.0000.67090	189.05
		369966/1	WWTP Cleaning Supplies	650-463.0000.68010	63.46
		370400/1	WRF Supplies NAILS BOLTS NUTS, MARKI	650-463.0000.68025	7.07
		370476/1	WRF Facility Maintenance	650-463.0000.68025	33.81
		370001/1	SUPPLY HOSE, COUPLE HOSE	650-463.0000.68025	45.96
		370473/1	WRF Equipment	650-463.0000.68025	3.86
		370400/1	WRF Supplies NAILS BOLTS NUTS, MARKI	650-463.0000.68025	7.73
VEN02035	Staples, Inc				
APMWB	Check	6043780906	Office Supplies-Wastewater	650-463.0000.66050	626.76
U1006	Univar Solutions USA, LLC				
APMWB	Check	53282234	Caustic Soda Deliveries	650-463.0000.63008	4,136.40
		53388533	Caustic Soda Deliveris Tertiary Operations	650-463.0000.63008	4,219.86
		53370387	Aluminum Sulfate for Tertiary Operations	650-463.0000.63490	6,470.64
		53373663		650-463.0000.63490	6,484.24
		53323003	Alum deliveries	650-463.0000.63490	6,935.76
		53322999		650-463.0000.63490	6,952.08
U145	USABlue Book				
APMWB	Check	INV00851406	WRF Facility Debris Baskets	650-463.0000.68025	1,139.13
VEN14989	VEGA Americas, Inc				
APMWB	Check	506432	WRF Level VEGA RADAR	650-463.0000.68025	-1,045.80
		661826	Radar units	650-463.0000.68025	4,309.79
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	556723	WRF Lab Supplies	650-463.0000.63400	238.82
VEN09501	Yoke's Foods Inc				
APMWB	Check	05-59645	Ice for cleaning Headworks	650-463.0000.68025	23.96
Dept 463 Total:					229,309.93
Dept: 466 Wastewater - Collections					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4244066297	WWTP Uniforms	650-466.4000.72000	173.78
		4243320662		650-466.4000.72000	173.78
		4244810196		650-466.4000.72000	171.53
		4245544531		650-466.4000.72000	169.28
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	650-466.0000.65005	2,316.67
C3090	Columbia Electric Supply				
APMWB	Check	1120-1022067	Lift Station Input Module	650-466.3104.68400	2,125.40

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN03032	DIVCO				
APMWB	Check	SVC102696	Repair on Mini Split at 12th Ave LS	650-466.0000.68021	2,714.72
VEN15085	International Minute Press				
APMWB	Check	4446	500 Hang Tag Sheets 3 per sheet (Water Re	650-466.0000.63330	506.62
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0189560	Montrose Highlands Generator JUB Invoice	650-466.3104.68400	125.50
N001	Napa Auto Parts				
APMWB	Check	362008	Coolant Test Strips	650-466.0000.63000	31.76
		363301	Montrose LS Generator Maintenance	650-466.0000.68021	325.17
		362183	NAPA Commercial Battery for 4TH Ave LS	650-466.0000.68021	140.78
		362208	Battery Core Deposit	650-466.0000.68021	-27.00
		362183	NAPA Commercial Battery for 4TH Ave LS	650-466.0000.68021	27.00
		058893	AIR FILTER for Montrose LS	650-466.0000.68021	59.51
VEN14559	One Call Concepts, Inc				
APMWB	Check	5095025	Locates Water, Waste Water	650-466.0000.62320	326.39
R251	Serights Ace Hardware				
APMWB	Check	370316/1	WRF Collections ELECTRICAL TAPE	650-466.0000.63006	28.95
		370296/1	WRF - CCTV supplies	650-466.0000.63330	62.96
VEN13448	SmartCover Systems				
APMWB	Check	45384	2025-2026 Smart Cover Subscription	650-466.0000.66012	2,595.00
VEN01248	United Crown Pump & Drilling				
APMWB	Check	108887	Lift station float control sensor	650-466.0000.68021	515.70
Dept 466 Total:					12,563.50
Dept: 468 Wastewater - Surface Water					
A090	Accurate Testing Labs LLC				
APMWB	Check	148977	Stormwater Permit Testing	650-468.0000.68360	300.00
C220	Coleman Oil Co				
APMWB	Check	CP-0309337	Fuel Usage - September 2025	650-468.0000.65005	865.64
N1760	North Idaho Hydroseeding, Inc				
APMWB	Check	17797	Hydroseed Seltice between Chase & Railroa	650-468.0000.68380	1,440.00
VEN03414	Pacific Steel & Recycling				
APMWB	Check	9150083	Steel Plate for D200	650-468.0000.67170	660.59
R1913	Rockhound Landscape Supply				
APMWB	Check	9.10.2025	MS4 Topsoil	650-468.0000.68380	87.00
		9.23.2025	Fine Sand & Top Soil	650-468.0000.68380	104.00
		9.8.2025	Fine Bark	650-468.0000.68380	120.00
		9.22.2025	Fine sand	650-468.0000.68380	138.00
R251	Serights Ace Hardware				
APMWB	Check	370028/1	Surface Water Swale Maintenance Seed	650-468.0000.68380	25.59
		39863 /3	Stormwater Swale Rapid Grass	650-468.0000.68380	197.98
		370028/1	Surface Water Swale Maintenance Seed	650-468.0000.68380	27.99
Z026	Ziegler Lumber Co #017				
APMWB	Check	998655	D200 Truck Bed Side Boards SW	650-468.0000.67170	116.05
Dept 468 Total:					4,082.84
Fund 650 Total:					245,956.27
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
VEN15156	Budinger & Associates				
APMWB	Check	S25590-3	PWOC Budinger Invoice September 2025	651-463.3100.95520	925.75
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	189426	Tertiary Upgrade JUB Invoice September 20	651-463.3213.90015	16,776.25
P050	Panhandle Area Council				
APMWB	Check	65-PFLM	Tertiary Upgrade PAC Invoice September 20	651-463.3213.90015	382.50
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354130-018	Lundy Blvd Water Ext Welch Invoice August	651-463.6505.95520	310.00
		41354130-019	Lundy Blvd Water Ext Welch Invoice Sept 20	651-463.6505.95520	1,240.00
Dept 463 Total:					19,634.50

Fund 651 Total: 19,634.50

Packet: APPKT18652 - Check Run for Council 10.21.25

Check Date: 10/15/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR							
Dept: 463 Wastewater Operating							
E001	East Greenacres Irrigation						
APMWB	Check			5242324	Seltice Way Rehab EGID to JUB Invoice Sep	652-463.3229.95520	6,950.00
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			0189561	Seltice Way Rehab JUB Invoice September	652-463.3229.95520	7,812.70
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transf			41354160-019	Guy Rd LS Fisher Sewer Welch Invoice Aug	652-463.3232.95520	55,111.25
				41354160-020	Guy Rd LS Fisher Sewer Welch Invoice Sep	652-463.3232.95520	38,700.00
Dept 463 Total:							108,573.95
Fund 652 Total:							108,573.95

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN07913	CANNON HILL						
APMWB	Check			43475	TIP SITE REV.	700-461.0000.65050	652.00
VEN05261	CDA PAVING						
APMWB	Check			109718	Earthfill disposal	700-461.0000.65050	80.06
VEN04268	Coeur d'Alene Garbage Service						
APMWB	Check			3077998	30 Yard Dumpster for Parks	700-461.0000.65050	1,173.27
K100	Kootenai County Solid Waste						
APMWB	Check			09-30289/13-13703	Warren Park Clean-up	700-461.0000.65050	53.69
				09-30289/13-04960	Refuse from Parks	700-461.0000.65050	121.19
				09-30289/13-10272	Park Clean-up	700-461.0000.65050	173.34
				09-30289/13-09423		700-461.0000.65050	258.48
				09-30289/13-13886		700-461.0000.65050	11.51
Dept 461 Total:							2,523.54
Fund 700 Total:							2,523.54

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC						
APMWB	Check			148759	BACT T PA Coliform Presence/Absence Wai	750-462.0000.68360	150.00
				148870	BACT T PA Coliform Presence/Absence Wai	750-462.0000.68360	150.00
				148705	BACT T PA Coliform Presence/Absence	750-462.0000.68360	150.00
VEN14551	Andy's Heating & Cooling						
APMWB	Check			43299698	Commercial Member Labor	750-462.0000.68025	250.00
B0690	Batteries Plus						
APMWB	Check			P85251313	DW Div Supplies 3.6V Lithium Batteries	750-462.0000.63280	46.35
VEN05261	CDA PAVING						
APMWB	Check			108700	DW Div Supplies 3/4" MINUS CRUSHED BA	750-462.0000.63280	75.67
VEN04268	Coeur d'Alene Garbage Service						
APMWB	Check			3077318	RECYCLE 1Y RENT-RENTAL	750-462.0000.65050	27.97
C220	Coleman Oil Co						
APMWB	Check			CP-0309337	Fuel Usage - September 2025	750-462.0000.64030	2,326.79
C360	Consolidated Supply Co.						
APMWB	Electronic Funds Transf			S012605915.001	Meter boxes w/ covers	750-462.0000.63280	5,290.75
				S012587222.002	DW 3/4" DUAL SWIVEL ADAPTER	750-462.0000.63280	64.20
C3814	Co-op Supply. INC.						
APMWB	Check			386753	DW Div Sample Supplies ISO Alcohol	750-462.0000.63280	131.96
H215	Core & Main LP						
APMWB	Check			X723962	DW Div Supplies PVC SDR35	750-462.0000.63280	32.00
				X652228	DW Div Supplies SCH40 GALV STL PIPE	750-462.0000.63280	360.36
VEN14305	General Pacific, Inc						
APMWB	Electronic Funds Transf			1527403	Badger 2in & 1-1/2" E-Series Meter	750-462.0000.68235	7,185.00
G098	Grainger						
APMWB	Check			9637233579	DW Div Supplies HANG AND STACK BIN	750-462.0000.63280	75.76

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
H1957	Horizon						
APMWB	Electronic Funds Transf			2S244306	STRAIGHT SHAFT TRIMMER FOR MAINTENANCE	750-462.0000.68010	315.18
VEN15085	International Minute Press						
APMWB	Check			4447	Hang Tag Sheets - 3 per sheet (Red Utility S	750-462.0000.63280	709.77
				4445	250 Door Hangers (Public Works) (Water Div	750-462.0000.63280	121.43
I339	Interstate Business Center						
APMWB	Check			9.30.2025	2025 Dues Property Owner Assoc.	750-462.0000.62060	79.28
K080	Knudtsen Chevrolet and GMAC						
APMWB	Check			6292603/1	2020 Chevy Oil Change Tire Rotation -Short	750-462.0000.67170	147.55
L060	Les Schwab Central Billing Dep						
APMWB	Check			10501103896	New tube & mount	750-462.0000.63280	41.76
L109	Lowe's Credit Services						
APMWB	Check			980231 -PHXOPZ	Water Shop Racks	750-462.0000.68010	720.95
N001	Napa Auto Parts						
APMWB	Check			058766	Socket for water shop	750-462.0000.63280	30.54
				361489	DW W120 UNDRCOAT, Bed Coating	750-462.0000.63280	46.85
N0991	Norco Inc						
APMWB	Check			0043644726	*Hydroflector WP Hi vis Or xl	750-462.0000.63110	-127.26
				0044777792	EYEWEAR CLEANING WIPES	750-462.0000.63110	12.08
				0044778114	ROCKET REUSABLE EARPLUGS CORDE	750-462.0000.63110	95.59
				0044305547	20 #-CARBON DIOXIDE W/SIPHON TUBE	750-462.0000.63280	24.75
				0044408751	WHEEL DRESSER REFILL 10/BOX	750-462.0000.63280	8.58
N2365	Northwest Paint & Body						
APMWB	Check			24687999	Tailgate repairs on W117	750-462.0000.67170	2,977.36
V040	ODP Business Solutions						
APMWB	Check			442619208001	Office Supplies- Water/WW	750-462.0000.63060	106.34
VEN14559	One Call Concepts, Inc						
APMWB	Check			5095025	Locates Water, Waste Water	750-462.0000.62320	326.39
R251	Serights Ace Hardware						
APMWB	Check			369567/1	DW Div Supplies ALL PURPOSE SPONGE	750-462.0000.63280	17.60
				369580/1	DW Div Supplies TAPPER BIT 5/32X3-1/2	750-462.0000.63280	64.71
				370100/1	Well 6 Maintenance Supplies	750-462.0000.95545	44.96
T106	Titan Truck Equipment						
APMWB	Check			1389242	DW Div Supplies TRUCK BED SHELF	750-462.0000.63280	962.62
VEN01248	United Crown Pump & Drilling						
APMWB	Check			108931	New motor splice with IT connectors	750-462.0000.68025	1,470.00
				108726	Well # 8 New Motor	750-462.0000.95545	43,081.18
				108934	Soft Start 350HP for Well 8	750-462.0000.95545	7,503.30
				108932	Troubleshoot Well 8	750-462.0000.95545	612.50
U145	USABlue Book						
APMWB	Check			INV00836386	DW Div Supplies 4" Ball Marker Water	750-462.0000.63280	621.11
VEN15055	WM Welch Corp						
APMWB	Electronic Funds Transf			Well 4 Pay App #7	Well #4 Sept 2025	750-462.3227.95550	62,238.43
Dept 462 Total:							138,570.36
Fund 750 Total:							138,570.36
Fund: 753 - WATER CAPITAL							
Dept: 462 Water Operating							
VEN15156	Budinger & Associates						
APMWB	Check			S25590-3	PWOC Budinger Invoice September 2025	753-462.3325.95520	5,819.00
Dept 462 Total:							5,819.00
Fund 753 Total:							5,819.00
Report Total:							1,496,666.55



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	250.00
	001-22115	6,000.00
	001-411.0000.63060	22.69
	001-411.0000.64010	115.00
	001-411.0000.66050	4.94
	001-412.0000.62133	1,995.00
	001-412.0000.66014	5,892.00
	001-412.0000.66043	2,557.42
	001-412.0000.80010	1,496.44
	001-413.0000.63060	42.32
	001-413.0000.66050	14.81
	001-414.0000.62040	53,504.84
	001-414.1445.62170	6,909.61
	001-414.1445.62190	4,053.80
	001-415.0000.62000	215.20
	001-415.0000.62040	9,769.88
	001-415.0000.63060	84.99
	001-415.0000.63070	95.81
	001-415.0000.66050	4.94
	001-418.0000.63060	65.57
	001-421.0000.62000	198.40
	001-421.0000.62040	9,556.00
	001-421.0000.62060	250.00
	001-421.0000.62310	897.99
	001-421.0000.63060	70.00
	001-421.0000.63920	161.29
	001-421.0000.64020	480.00
	001-421.0000.64030	13,497.52
	001-421.0000.66043	838.50
	001-421.0000.67020	196.97
	001-421.0000.67090	138.40
	001-421.0000.67100	1,473.27
	001-421.0000.67170	1,798.20
	001-421.0000.68010	115.00
	001-421.0000.68030	1,800.00
	001-421.0000.68060	831.89
	001-421.0000.80010	3,447.48
	001-421.4000.72000	438.05
	001-423.1153.68400	1,495.00
	001-424.0000.62040	438.75
	001-424.0000.62060	1,800.00
	001-424.0000.63040	808.67
	001-424.0000.63060	62.00
	001-424.0000.64030	64.21
	001-427.0000.64030	246.90
	001-427.0000.68010	85.00
	001-431.0000.62040	948.75
	001-431.0000.63000	85.40
	001-431.0000.63060	58.99
	001-431.0000.63110	66.84
	001-431.0000.63525	397.74
	001-431.0000.64020	400.00
	001-431.0000.64030	5,182.90
	001-431.0000.66016	592.68
	001-431.0000.68080	44,798.88
	001-431.0000.68090	1,904.05

001-431.0000.68100	33.41
001-431.0000.68130	417.74
001-431.0000.68140	45,500.00
001-431.0000.95040	6,200.70
001-431.1811.95040	32,969.94
001-431.4000.72000	1,056.13
001-432.0000.63060	14.81
001-432.0000.64030	31.06
001-433.0000.63160	150.98
001-433.0000.63720	1,902.94
001-433.0000.64030	195.22
001-433.0000.68010	115.00
001-433.0000.81505	891.40
001-434.0000.63011	2,897.82
001-434.0000.63012	1,877.87
001-434.0000.63013	397.64
001-434.0000.63160	188.34
001-434.0000.64030	301.18
001-434.0000.67020	729.63
001-434.0000.67170	3,228.39
001-434.0000.67190	222.64
001-434.0000.90010	3,994.80
001-435.0000.63060	31.00
001-441.0000.63060	62.00
001-441.0000.64030	871.13
001-441.0000.67090	247.74
001-441.0000.68220	124.85
001-441.0000.80010	1,022.86
001-441.1683.68190	2,354.00
001-442.0000.63760	4,808.90
001-442.0000.64030	357.57
001-442.0000.67030	32.89
001-442.0000.68170	236.98
001-443.0000.62080	3,170.00
001-443.0000.63060	136.66
001-443.0000.63080	4,597.88
001-443.0000.63110	165.75
001-443.0000.63150	267.98
001-443.0000.63260	156.25
001-443.0000.63530	598.91
001-443.0000.64030	5,030.80
001-443.0000.65021	0.68
001-443.0000.65050	2,805.00
001-443.0000.66190	24.29
001-443.0000.67030	318.33
001-443.0000.68160	20.30
001-443.0000.68170	3,291.18
001-443.0000.68180	2,115.00
001-443.0000.68190	4,721.60
001-443.0000.68200	1,912.12
001-443.0000.68220	308.46
001-443.0000.68230	1,104.16
001-443.0000.68240	1,081.56
001-443.0000.68250	17.09
001-443.0000.80030	36,123.38
001-443.0000.80240	799.46
001-443.0000.90050	49,373.98
001-443.1658.62330	10,093.51
001-443.4000.72000	279.98
001-444.0000.67030	31.48
001-444.0000.68170	34.18
001-444.0000.68180	615.00
001-444.0000.94180	4,135.00
001-444.1665.93180	200.00
001-445.0000.62040	2,282.40
001-445.0000.62080	335.00

001-445.0000.63060	314.32
001-445.0000.63210	4,809.99
001-445.0000.63430	1,656.80
001-445.0000.64030	79.26
001-445.0000.65050	175.00
001-445.1445.62190	2,803.59
001-451.0000.62000	473.27
001-451.0000.63060	28.12
001-452.0000.62040	50.00
001-452.0000.63060	429.22
001-452.0000.64030	516.14
001-453.0000.64030	119.45
001-454.0000.62060	1,250.00
001-454.0000.66016	26,500.00
001-481.0000.68060	706.89
001-481.0000.80330	14,832.00
Fund 001 Total:	493,079.96
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	7,500.00
003-482.0000.62160	28.00
003-482.0000.73010	14,107.31
003-482.4000.73000	54.30
003-482.4155.71210	150.00
Fund 003 Total:	21,839.61
007 - DRUG SEIZURE PROGRAM	
007-425.0000.67120	18.99
Fund 007 Total:	18.99
008 - 911 SUPPORT	
008-426.0000.66043	3,591.58
008-426.0000.67020	13,970.90
Fund 008 Total:	17,562.48
011 - FACILITY BUILDING RESERVE	
011-491.0000.95015	271,730.03
011-491.1801.93160	6,480.25
Fund 011 Total:	278,210.28
017 - ANNEXATION FEES	
017-410.0000.62040	9,042.50
Fund 017 Total:	9,042.50
023 - SPECIAL EVENTS	
023-446.1601.62040	37,866.20
Fund 023 Total:	37,866.20
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-1,020.00
034-428.0000.62040	48,008.00
Fund 034 Total:	46,988.00
035 - PUBLIC SAFETY IMPACT FEES	
035-420.0000.95015	10,070.00
Fund 035 Total:	10,070.00
037 - STREETS IMPACT FEES	
037-431.0000.80290	16,850.13
037-431.1305.62040	1,262.00
Fund 037 Total:	18,112.13
038 - PARKS IMPACT FEES	
038-443.0000.62040	18,000.00
038-443.1667.95520	24,798.78
Fund 038 Total:	42,798.78
650 - RECLAIMED WATER OPERATING	
650-463.0000.62150	57,578.37
650-463.0000.63000	929.03
650-463.0000.63008	21,616.11
650-463.0000.63060	142.24
650-463.0000.63400	1,323.23
650-463.0000.63490	26,842.72
650-463.0000.64020	285.00
650-463.0000.65005	630.75
650-463.0000.66012	4,366.00

650-463.0000.66050	626.76
650-463.0000.67090	189.05
650-463.0000.67170	107.89
650-463.0000.67221	7,208.19
650-463.0000.68010	1,966.42
650-463.0000.68025	5,113.51
650-463.0000.68360	2,645.00
650-463.0000.68820	2,985.75
650-463.3125.95520	93,862.23
650-463.4000.72000	688.35
650-463.6530.64050	203.33
650-466.0000.62320	326.39
650-466.0000.63000	31.76
650-466.0000.63006	28.95
650-466.0000.63330	569.58
650-466.0000.65005	2,316.67
650-466.0000.66012	2,595.00
650-466.0000.68021	3,755.88
650-466.3104.68400	2,250.90
650-466.4000.72000	688.37
650-468.0000.65005	865.64
650-468.0000.67170	776.64
650-468.0000.68360	300.00
650-468.0000.68380	2,140.56
Fund 650 Total:	245,956.27
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3100.95520	925.75
651-463.3213.90015	17,158.75
651-463.6505.95520	1,550.00
Fund 651 Total:	19,634.50
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3229.95520	14,762.70
652-463.3232.95520	93,811.25
Fund 652 Total:	108,573.95
700 - SANITATION	
700-461.0000.65050	2,523.54
Fund 700 Total:	2,523.54
750 - WATER OPERATING	
750-462.0000.62060	79.28
750-462.0000.62320	326.39
750-462.0000.63060	106.34
750-462.0000.63110	-19.59
750-462.0000.63280	8,726.77
750-462.0000.64030	2,326.79
750-462.0000.65050	27.97
750-462.0000.67170	3,124.91
750-462.0000.68010	1,036.13
750-462.0000.68025	1,720.00
750-462.0000.68235	7,185.00
750-462.0000.68360	450.00
750-462.0000.95545	51,241.94
750-462.3227.95550	62,238.43
Fund 750 Total:	138,570.36
753 - WATER CAPITAL	
753-462.3325.95520	5,819.00
Fund 753 Total:	5,819.00
Report Total:	1,496,666.55

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY

10/3/2025	\$12.03	APA001016	AT&T Mobility
10/3/2025	\$147.80	APA001017	Avista
10/3/2025	\$139.99	APA001018	Charter Communications
10/3/2025	\$169.99	APA001019	Charter Communications
10/3/2025	\$16.94	APA001020	Charter Communications
10/3/2025	\$149.98	APA001021	Charter Communications
10/3/2025	\$376.52	APA001022	H & H Business Systems
10/3/2025	\$27,338.10	APA001023	Idaho State Tax Commission
10/3/2025	\$919.23	APA001024	Level 3 Communications
10/3/2025	\$624.37	APA001025	Level 3 Communications
10/3/2025	\$329.05	APA001026	Post Falls Food Bank
10/3/2025	\$3,325.75	APA001027	Ross Point Water
10/3/2025	\$1,844.40	APA001028	T-Mobile USA
10/3/2025	\$720.72	APA001029	T-Mobile USA
10/3/2025	\$266.71	APA001030	Verizon Wireless
10/3/2025	\$273.11	APA001031	Verizon Wireless
10/3/2025	\$274.15	APA001032	Ziplay Fiber
10/3/2025	\$99.39	APA001033	Ziplay Fiber
10/3/2025	\$115.02	APA001034	Ziplay Fiber
10/3/2025	\$103.52	APA001035	Ziplay Fiber
10/13/2025	\$99.52	APA001211	AT&T Long Distance
10/13/2025	\$1,596.38	APA001212	AT&T Mobility
10/13/2025	\$43,338.34	APA001213	Avista
10/13/2025	\$139.99	APA001214	Charter Communications
10/13/2025	\$134.98	APA001215	Charter Communications
10/13/2025	\$27.74	APA001216	H & H Business Systems
10/13/2025	\$50,840.55	APA001217	Kootenai Electric
10/13/2025	\$2,815.18	APA001218	Level 3 Communications
10/13/2025	\$139.17	APA001219	Ricoh USA Inc.
10/13/2025	\$699.74	APA001220	SpectraSite Communications LLC
10/13/2025	\$1,480.50	APA001221	Tetiri, LLC
10/13/2025	\$485.13	APA001222	Verizon Wireless
10/13/2025	\$120.03	APA001223	Verizon Wireless
10/13/2025	\$120.03	APA001224	Verizon Wireless
	\$139,284.05		

FOR CHECK RUN 10/22/25

Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-412.0000.65040
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-417.0000.63080
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-22095, 700-22095
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-22110
Pay Before Due Date	Various
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	001-445.0000.65030
Pay Before Due Date	650-463.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	001-421.0000.66042
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	Various
Pay Before Due Date	001-421.0000.62040
Pay Before Due Date	001-421.0000.62040
Pay Before Due Date	Various
Pay Before Due Date	001-424.0000.65030
Pay Before Due Date	001-453.0000.65030

Kootenai County Public Transportation

PUBLIC TRANSPORTATION LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the County of Kootenai, hereinafter “COUNTY” and the City of Post Falls, hereinafter “CITY”, and shall be effective on October 1, 2025 after all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to Kootenai County;

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services; and

WHEREAS, the COUNTY is a direct recipient of Federal Transit Administration (FTA) 5307 funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities within the urbanized area are authorized to participate in the funding of public transportation;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY is the legal authority to receive and dispense federal funds for planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in rolling stock, overhaul and rebuilding of vehicles, communications, and computer hardware and software. In addition, the COUNTY may receive and dispense federal funds for associated transit improvements, certain expenses associated with mobility management programs, all preventive maintenance, and some Americans with Disabilities Act complementary paratransit service costs.
2. The CITY agrees to provide funding in the amount of \$42,873 (Forty-Two Thousand, Eight Hundred and Seventy-Three Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on October 1, 2025 and ending on September 30, 2026. The CITY further agrees to provide one-half of said funding on or before the 28th day of February 2026, with the balance due no later than the 31st day of July 2026.

Kootenai County Public Transportation

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

ATTEST:

Bruce Mattare, Chairman
Kootenai County Commissioners

Date

Jennifer Locke, County Clerk

ATTEST:

Ron Jacobson, Mayor
City of Post Falls, Idaho

Date

Shannon Howard, City Clerk

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/21/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: North Place East 3rd Addition Subdivision Plat

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the North Place East 3rd Addition subdivision.

DISCUSSION:

This 48-lot subdivision is located at the northeast corner of N. Heton Street and E. Penrose Avenue.

The plat has been reviewed by staff and found to be in conformance with City Standards and the requirements of the Master Development Agreement that was completed in August 2020. Construction plans were approved and the Construction Improvement Agreement was executed on May 6, 2025.

Under the Subdivision Ordinance, the plat is returned to the City Council for authorization of the Mayor's signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements. As the Developer is platting the subdivision prior to construction of all improvements, they have provided surety for the remaining public improvements associated with the subdivision.

***Approved plat attached. Original Mylars to the clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Construction Improvement Agreement - May 6, 2025

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

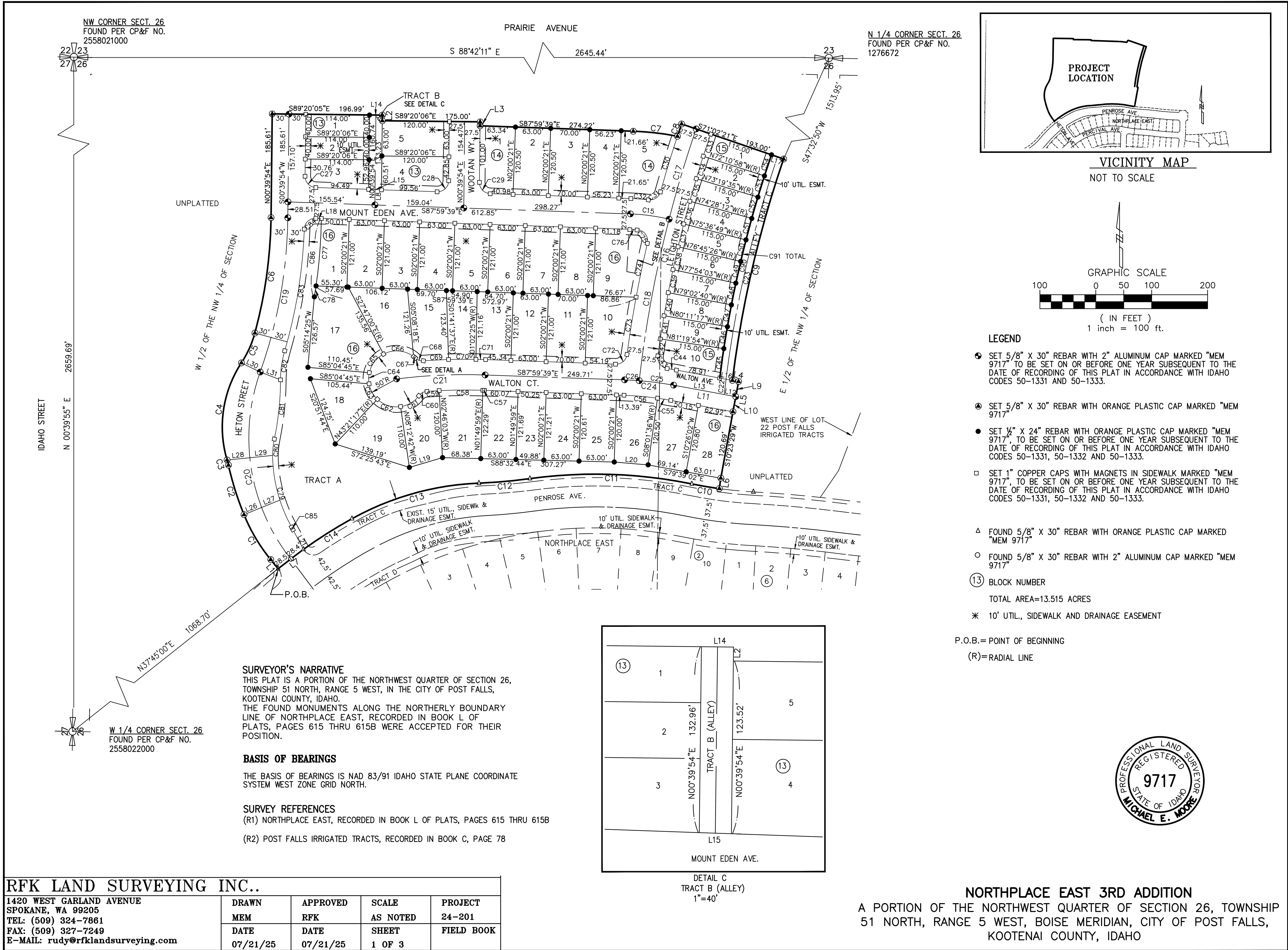
Acceptance of operations and maintenance costs for public roadway, sanitary sewer and water infrastructure with completion of improvements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Final Plat - NPE 3rd
2. NPE 3rd Location Map

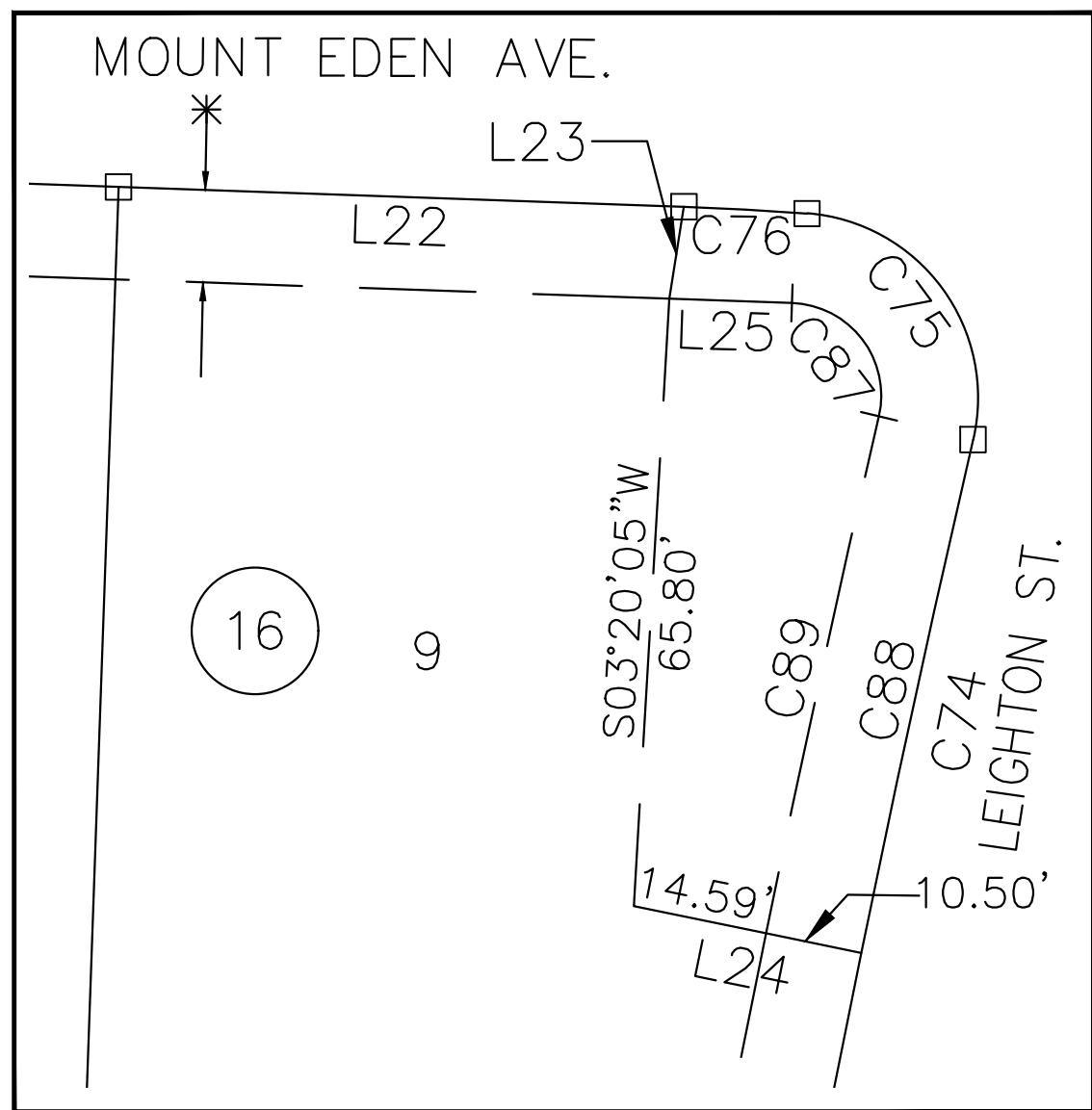
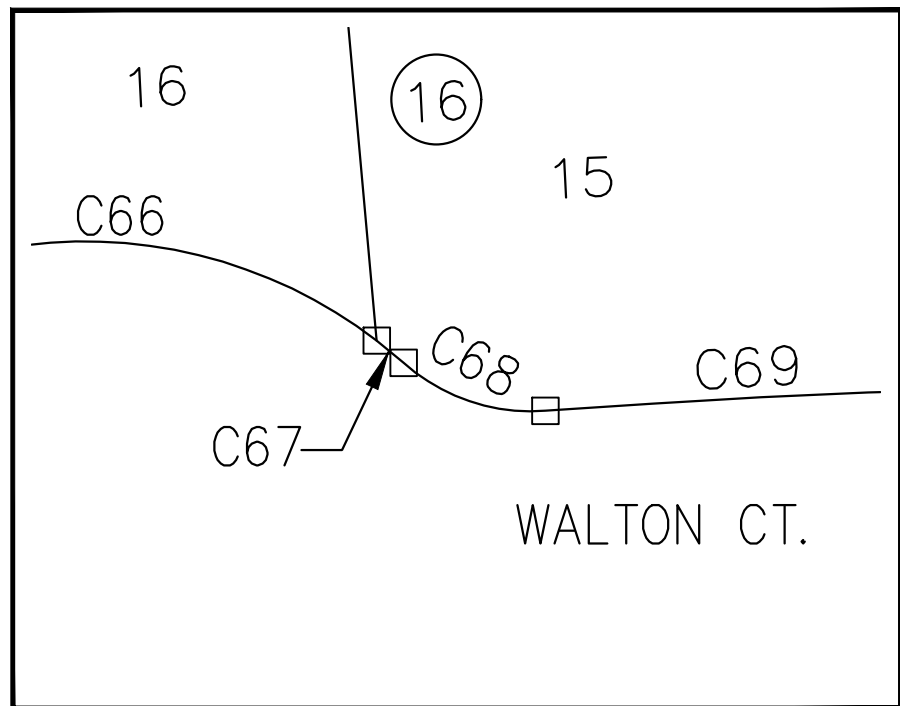


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N39°16'39"W	20.87'
L2	S00°39'54"W	9.98'
L3	S00°39'54"W	7.08'
L4	S79°35'40"E	11.20'
L5	S10°31'36"W	55.02'
L6	S07°47'49"W	18.89'
L7	S52°40'12"W	57.00'
L8	N00°39'54"E	27.51'
L9	N10°31'36"E	27.51'
L10	N10°31'36"E	27.51'
L11	S79°33'58"E	113.11'
L12	N78°33'58"W	20.90'
L13	N79°33'58"W	92.22'
L14	S89°20'05"E	23.00'
L15	N87°59'39"W	23.01'
L16	S79°33'58"E	23.04'
L17	S71°02'21"E	23.00'
L18	S87°59'39"E	9.76'
L19	N73°32'49"E	61.74'
L20	S85°10'33"E	60.88'
L21	N27°56'31"W	39.87'
L22	S87°59'39"E	61.18'
L23	S08°59'56"W	10.07'
L24	S78°21'31"E	25.09'
L25	S87°59'39"E	13.29'
L26	N67°53'11"E	34.02'
L27	N67°53'11"E	35.21'
L28	S84°10'47"W	40.93'
L29	N84°10'47"E	41.01'
L30	N63°53'44"W	37.38'
L31	S69°01'15"E	38.94'

AREA TABLE	
BLOCK & LOT	AREA
B13L1	4,560 S.F.
B13L2	4,560 S.F.
B13L3	5,804 S.F.
B13L4	7,340 S.F.
B13L5	7,561 S.F.
B14L1	7,381 S.F.
B14L2	7,592 S.F.
B14L3	8,435 S.F.
B14L4	6,776 S.F.
B14L5	10,200 S.F.
B15L1	4,700 S.F.
B15L2	4,699 S.F.
B15L3	4,699 S.F.
B15L4	4,699 S.F.
B15L5	4,699 S.F.
B15L6	4,699 S.F.
B15L7	4,699 S.F.
B15L8	4,699 S.F.
B15L9	4,699 S.F.
B15L10	5,842 S.F.
B16L1	6,208 S.F.
B16L2	7,623 S.F.
B16L3	7,623 S.F.
B16L4	7,623 S.F.
B16L5	7,623 S.F.
B16L6	7,623 S.F.
B16L7	7,623 S.F.
B16L8	7,623 S.F.
B16L9	10,365 S.F.
B16L10	9,495 S.F.
B16L11	8,470 S.F.
B16L12	7,623 S.F.
B16L13	7,706 S.F.
B16L14	6,340 S.F.
B16L15	8,238 S.F.
B16L16	9,174 S.F.
B16L17	14,965 S.F.
B16L18	7,505 S.F.
B16L19	8,902 S.F.
B16L20	7,789 S.F.
B16L21	8,902 S.F.
B16L22	7,686 S.F.
B16L23	6,081 S.F.
B16L24	7,617 S.F.
B16L25	7,579 S.F.
B16L26	8,122 S.F.
B16L27	8,658 S.F.
B16L28	7,603 S.F.
TRACT A	1,572 AC
TRACT B	3,064 S.F.
TRACT C	9,406 S.F.

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	313.50'	93.91'	93.56'	N30°41'44"W
C2	576.72'	92.94'	92.84'	N17°29'49"W
C3	151.50'	9.54'	9.54'	S14°41'03"E
C4	208.50'	181.27'	175.62'	S08°25'08"W
C5	186.50'	58.79'	58.55'	N24°17'43"E
C6	820.00'	208.94'	208.38'	S07°57'53"W
C7	498.00'	79.58'	79.50'	S83°24'58"E
C8	2159.60'	23.33'	23.33'	N18°39'04"E
C9	1966.60'	407.18'	406.45'	S13°01'45"W
C10	755.50'	49.95'	49.98'	N80°18'27"W
C11	858.50'	291.14'	289.74'	N88°07'37"W
C12	941.50'	91.56'	91.53'	S84°56'38"W
C13	510.00'	238.00'	235.85'	N74°21'39"E
C14	897.50'	102.79'	102.73'	N57°42'39"E
C15	350.00'	69.97'	69.86'	S82°16'01"W
C16	2132.10'	462.56'	461.66'	S12°44'45"W
C17	2132.10'	168.52'	168.48'	N16°41'48"E
C18	2132.10'	294.04'	293.81'	S10°28'53"W
C19	850.00'	281.50'	280.21'	N10°09'08"E
C20	350.00'	353.62'	338.77'	S09°18'16"W
C21	1000.00'	158.55'	158.38'	N87°27'49"W
C22	1978.10'	27.56'	27.56'	S06°43'05"W
C23	1978.10'	436.45'	435.56'	S12°38'24"W
C24	600.00'	88.26'	88.18'	S83°46'49"E
C25	600.00'	62.05'	62.02'	N82°31'43"W
C26	600.00'	26.21'	26.21'	N86°44'34"W
C27	20.00'	30.95'	27.95'	N43°39'53"W
C28	20.00'	31.88'	28.61'	S46°20'07"W
C29	20.00'	30.95'	27.95'	N43°39'53"W
C30	2159.60'	103.75'	103.74'	N16°57'55"E
C31	20.00'	28.34'	26.03'	N56°10'49"E
C32	377.50'	31.40'	31.39'	N85°36'41"W
C33	2104.60'	42.01'	42.01'	N18°23'21"E
C34	2104.60'	42.01'	42.01'	N17°14'43"E
C35	2104.60'	42.01'	42.01'	N16°06'06"E
C36	2104.60'	42.01'	42.01'	N14°57'29"E
C37	2104.60'	42.01'	42.01'	N13°48'52"E
C38	2104.60'	42.01'	42.01'	N12°40'16"E
C39	2104.60'	42.01'	42.01'	N11°31'39"E
C40	2104.60'	42.01'	42.01'	N10°23'02"E
C41	2104.60'	42.01'	42.01'	N09°14'25"E
C42	2104.60'	30.76'	30.76'	N08°14'59"E
C43	20.00'	31.04'	28.02'	N36°37'48"W
C44	627.50'	16.70'	16.70'	N80°19'43"W
C45	1989.60'	53.19'	53.19'	S07°54'09"W
C46	1989.60'	39.71'	39.71'	S09°14'25"W
C47	1989.60'	39.71'	39.71'	S10°23'02"W
C48	1989.60'	39.71'	39.71'	S11°31'39"W
C49	1989.60'	39.71'	39.71'	S12°40'16"W
C50	1989.60'	39.71'	39.71'	S13°48'52"W
C51	1989.60'	39.71'	39.71'	S14°57'29"W
C52	1989.60'	39.71'	39.71'	S16°06'06"W
C53	1989.60'	39.71'	39.71'	S17°14'43"W
C54	1989.60'	39.72'	39.72'	S18°23'21"W
C55	572.50'	24.05'	24.05'	S80°46'11"E
C56	572.50'	60.16'	60.13'	S84°59'01"E
C57	972.50'	2.93'	2.93'	S88°04'50"E
C58	972.50'	78.09'	78.07'	N89°31'58"E
C59	972.50'	21.93'	21.93'	N86°35'11"E
C60	20.00'	17.03'	16.52'	N61°32'34"E
C61	50.00'	38.96'	37.98'	N59°28'00"E
C62	50.00'	45.00'	43.50'	S72°25'43"E
C63	50.00'	31.85'	31.31'	S28°23'50"E
C64	50.00'	20.17'	20.04'	S01°24'35"W
C65	50.00'	42.98'	41.67'	S37°35'33"W
C66	50.00'	56.95'	53.92'	N85°09'15"W
C67	50.00'	3.64'	3.64'	N50°26'23"W
C68	20.00'	16.00'	15.58'	N71°16'37"W
C69	1027.50'	44.94'	44.94'	S87°03'12"W
C70	1027.50'	49.03'	49.02'	S89°40'24"W

CURVE TABLE				
C71	1027.50'	17.32'	17.32'	N88°28'37"W
C72	20.00'	29.43'	26.84'	S49°51'11"W
C73	2159.60'	103.78'	103.77'	S09°04'37"W
C74	2159.60'	98.33'	98.33'	S11°45'30"W
C75	20.00'	34.45'	30.34'	S36°16'47"E
C76	322.50'	13.35'	13.35'	S86°48'30"E
C77	910.00'	121.20'	121.12'	N04°30'21"E
C78	910.00'	19.69'	19.69'	N08°56'29"E
C79	270.09'	127.03'	125.86'	N15°39'18"W
C80	151.50'	36.71'	36.62'	N04°45'37"E
C81	528.50'	106.67'	106.49'	N05°55'09"E
C82	186.50'	52.75'	52.57'	N08°14'22"E
C83	880.00'	221.06'	220.48'	N09°08'43"E
C84	20.00'	31.44'	28.30'	N46°58'39"E
C85	313.50'	4.92'	4.92'	N28°40'45"W
C86	910.00'	140.89'	140.75'	S05°07'33"W
C87	10.00'	17.64'	15.44'	S37°27'49"E
C88	2159.60'	56.81'	56.81'	S12°18'33"W
C89	2170.10'	57.24'	57.23'	S12°18'41"W
C90	1978.10'	408.89'	408.16'	S13°02'20"W
C91	1989.60'	410.60'	409.87'	N13°02'55"E



RFK LAND SURVEYING INC..

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

DRAWN	APPROVED	SCALE	PROJECT
MEM	RFK	N/A	24-201
DATE	DATE	SHEET	FIELD BOOK
07/21/25	07/21/25	2 OF 3	



NORTHPLACE EAST 3RD ADDITION
A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP
51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS,
KOOTENAI COUNTY, IDAHO

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF POST FALLS, IDAHO.
ON THE _____ DAY OF _____, 20____.

RONALD G. JACOBSON
POST FALLS MAYOR

SHANNON HOWARD
POST FALLS CITY CLERK

CITY ENGINEER'S CERTIFICATE

I, THE UNDERSIGNED, CITY ENGINEER FOR THE CITY OF POST FALLS, CERTIFY THAT THIS PLAT IS IN CONFORMANCE WITH CITY CODE AND THE REQUIREMENTS IMPOSED BY THE CITY COUNCIL AND IS HEREBY APPROVED FOR RECORDING.

ON THIS _____ DAY OF _____, 20____.

POST FALLS CITY ENGINEER ROBERT S. PALUS, P.E.#10039

HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (CPE) REPRESENTING THE CITY OF POST FALLS AND THE CPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED FOR THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSION OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

THIS PLAT APPROVED THIS _____ DAY OF _____, 20____.

PANHANDLE HEALTH DISTRICT 1

SURVEYOR'S CERTIFICATE

I, MICHAEL E. MOORE, P.L.S. #9717, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED ON THIS PLAT WAS PERFORMED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. INTERIOR MONUMENTS WILL BE SET 1 YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.

MICHAEL E. MOORE P.L.S. #9717

DATE

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND

HAVE BEEN PAID THROUGH _____, THIS

_____ DAY OF _____, 20____.

KOOTENAI COUNTY TREASURER

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS _____ DAY OF _____, 20____.

KOOTENAI COUNTY SURVEYOR

KOOTENAI COUNTY RECORDER

STATE OF IDAHO)
COUNTY OF KOOTENAI) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____, THIS _____ DAY OF _____, 20____.

AT _____ MINUTES PAST _____ O'CLOCK _____ M., AND DULY RECORDED IN BOOK _____, PAGE _____, AS INSTRUMENT NO. _____.

KOOTENAI COUNTY RECORDER

FEE

OWNER'S CERTIFICATE

BE IT KNOWN THAT SCHNEIDMILLER BROTHERS, INC., AN IDAHO CORPORATION, IS THE OWNER OF THE PROPERTY DESCRIBED IN THIS CERTIFICATE AND HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS AND TRACTS AS HEREIN SHOWN AND DOES DESIGNATE THE SAME AS NORTHPLACE EAST 3RD ADDITION, SAID PROPERTY BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 5 WEST, IN THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT A OF NORTHPLACE EAST, RECORDED IN BOOK L OF PLATS, PAGES 815 THRU 815C, THENCE N39°16'39"W A DISTANCE OF 20.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 313.50 FEET AND A CHORD BEARING AND DISTANCE OF N30°41'44"W, 83.56 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°09'50" AN ARC DISTANCE OF 93.91 FEET TO THE BEGINNING OF COMPOUND CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 576.72 FEET AND A CHORD BEARING AND DISTANCE OF N17°28'49"W, 92.84 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°14'00" AN ARC DISTANCE OF 92.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 151.50 FEET AND A CHORD BEARING AND DISTANCE OF N14°41'03"W, 9.54 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°36'29" AN ARC DISTANCE OF 9.54 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 208.50 FEET AND A CHORD BEARING AND DISTANCE OF N08°25'08"E, 175.62 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°48'51" AN ARC DISTANCE OF 181.27 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 186.50 FEET AND A CHORD BEARING AND DISTANCE OF N24°17'43"E, 58.55 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°03'42" AN ARC DISTANCE OF 58.79 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 820.00 FEET AND A CHORD BEARING AND DISTANCE OF N07°57'53"E, 208.38 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°35'58" AN ARC DISTANCE OF 208.64 FEET; THENCE N00°39'54"E A DISTANCE OF 186.61 FEET; THENCE S89°20'05"E A DISTANCE OF 196.99 FEET; THENCE S00°39'54"W A DISTANCE OF 9.98 FEET; THENCE S89°20'05"E A DISTANCE OF 176.00 FEET; THENCE S00°39'54"W A DISTANCE OF 7.08 FEET; THENCE S87°59'39"E A DISTANCE OF 274.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 498.00 FEET AND A CHORD BEARING AND DISTANCE OF S83°24'58"E A DISTANCE OF 79.50 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°09'22" AN ARC DISTANCE OF 79.58 FEET TO THE BEGINNING OF A NO-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2169.60 FEET AND A CHORD BEARING AND DISTANCE OF N18°39'04"E, 23.33 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°37'09" AN ARC DISTANCE OF 23.33 FEET; THENCE S71°02'21"E A DISTANCE OF 193.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1966.60 FEET AND A CHORD BEARING AND DISTANCE OF S13°01'45"W, 406.45 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°51'47" AN ARC DISTANCE OF 407.18 FEET; THENCE S79°35'40"E A DISTANCE OF 11.20 FEET; THENCE S10°31'36"W A DISTANCE OF 55.02 FEET; THENCE S10°23'29"W A DISTANCE OF 120.69 FEET; THENCE S07°47'49"W A DISTANCE OF 18.89 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID NORTHPLACE EAST; THENCE ALONG SAID NORTHERLY BOUNDARY LINE THE FOLLOWING (6) SIX COURSES:
1) THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 755.50 FEET AND A CHORD BEARING AND DISTANCE OF N80°18'27"W, 49.98 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°47'29" AN ARC DISTANCE OF 49.99 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 858.50 AND A CHORD BEARING AND DISTANCE OF N88°07'37"W, 289.74 FEET;
2) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°25'49" AN ARC DISTANCE OF 291.14 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 941.50 FEET AND A CHORD BEARING AND DISTANCE OF S84°58'38"W, 91.53 FEET;
3) THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°34'20" AN ARC DISTANCE OF 91.56 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS 510.00 FEET AND A CHORD BEARING AND DISTANCE OF S74°21'39"W, 235.85 FEET;
4) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°44'17" AN ARC DISTANCE OF 238.00 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 897.50 FEET AND A CHORD BEARING AND DISTANCE OF S57°42'38"W, 102.73 FEET;
5) THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°33'43" AN ARC DISTANCE OF 102.79 FEET;
6) THENCE S52°40'12"W A DISTANCE OF 57.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.52 ACRES MORE OR LESS.

RIGHTS OF WAY AS SHOWN HEREIN ARE HEREBY DEDICATED TO THE CITY OF POST FALLS.

UTILITY, SIDEWALK AND DRAINAGE EASEMENTS AS SHOWN HEREIN ARE HEREBY GRANTED TO THE CITY OF POST FALLS OVER TEN FOOT (10') WIDE STRIPS ADJOINING ALL PUBLIC ROAD RIGHTS OF WAY FOR THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF SAID FACILITIES.

THE OWNER HEREBY GRANTS TO THE FRANCHISED UTILITY COMPANIES A TEN FOOT (10') UTILITY EASEMENT ADJOINING TO TRACTS B, AND C TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT, OPERATION AND MAINTENANCE OF SAID FACILITIES AS SHOWN HEREON.

A DRAINAGE EASEMENT OVER TRACT A IS HEREBY GRANTED TO THE CITY OF POST FALLS AND WILL BE MAINTAINED, IRRIGATED AND LANDSCAPED BY THE NORTHPLACE HOMEOWNERS ASSOCIATION, NO MODIFICATIONS SHALL BE MADE WITHOUT WRITTEN APPROVAL OF THE CITY OF POST FALLS

THE AREAS IDENTIFIED HEREIN AS TRACTS A AND B AND C (ALLEYS) ARE COMMON AREAS AND SHALL BE DEEDED TO, OWNED, IMPROVED, MANAGED AND MAINTAINED BY THE NORTHPLACE HOMEOWNERS ASSOCIATION, A NONPROFIT ASSOCIATION OF PROPERTY OWNERS HAVING JURISDICTION OVER THE PLATTED AREA. THE COMMON TRACTS CANNOT BE SOLD OR TRANSFERRED, REGARDLESS OF ANY PROVISIONS IN THE COVENANTS WITHOUT THE EXPRESSED WRITTEN APPROVAL BY THE CITY OF POST FALLS. THE OWNER HEREBY DECLARES THAT ALL SUCH COMMON AREA TRACTS SHALL BE SUBJECT TO A PERPETUAL NONEXCLUSIVE EASEMENT IN FAVOR OF THE LOT OWNERS WITHIN ALL NORTHPLACE AND NORTHPLACE EAST PLATS, FOR USE AND ENJOYMENT FOR RECREATIONAL PURPOSES, SUBJECT TO SUCH PURPOSES AS SHOWN ON THE FINAL PLAT FOR DRAINAGE, INGRESS AND EGRESS EASEMENTS AND SUBJECT TO SUCH UNIFORM RULES, REGULATIONS, AND RESTRICTIONS AS MAY BE ADOPTED BY THE NORTH PLACE HOMEOWNERS ASSOCIATION FROM TIME TO TIME.

CITY OF POST FALLS WILL PROVIDE WATER SERVICE TO THIS DEVELOPMENT.

CITY OF POST FALLS WILL PROVIDE SANITARY SEWER SERVICE TO THIS DEVELOPMENT.

THIS PLAT IS SUBJECT TO COVENANTS. CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS RECORDED AS INSTRUMENT NUMBER 2555551000, KOOTENAI COUNTY RECORDS.

ACCESS TO OR FROM LOTS 18 THRU 28, BLOCK 16 ACROSS TRACT A AND TO PENROSE AVE. IS PROHIBITED.
IN WITNESS WHEREOF, THE AFORESAID OWNERS HAVE CAUSED THEIR CORPORATE NAMES TO BE HEREUNTO SUBSCRIBED THIS _____ DAY OF _____, 20____.

BY: PRESIDENT
SCHNEIDMILLER BROTHERS, INC.

ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF SPOKANE) SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED _____, KNOWN OR IDENTIFIED TO ME TO BE PRESIDENT FOR SCHNEIDMILLER BROTHERS INC THE CORPORATION THAT EXECUTED THIS INSTRUMENT OR THE PERSONS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC FOR THE
STATE OF WASHINGTON

RESIDING AT

MY COMMISSION EXPIRES

RFK LAND SURVEYING INC..

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

DRAWN

APPROVED

SCALE

PROJECT

MEM

RFK

N/A

24-201

DATE

DATE

SHEET

FIELD BOOK

07/21/25

07/21/25

3 OF 3

NORTHPLACE EAST 3RD ADDITION
A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP
51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS,
KOOTENAI COUNTY, IDAHO



NORTH PLACE EAST 3RD ADDITION PROJECT LOCATION

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 10/21/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Palus, City Engineer

SUBJECT: Landmark Place Water Main Freeway Crossing Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the Landmark Place Water Main extension across I-90. The agreement sets forth the typical expectations of the developer of the project, and sets forth the responsibilities of the Developer and the City of Post Falls. The application was submitted by Rose of Sharon Enterprises, Inc. The construction drawings were approved as meeting the applicable standards of the City of Post Falls. The extension of water to the site conforms with the annexation agreement requirement to loop the water system under I90 and connect to the City's system near Public Works Way. The work requires, and the Developer has acquired, an encroachment permit from ITD for the portion under Interstate 90. A performance bond is required and has been received for 150% of the projects cost.

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

December 12, 2023 - Annexation Agreement ANNX-0003-2019

APPROVED OR DIRECTION GIVEN:

Approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

City will take on maintenance and operations costs of the water main upon the completion and acceptance of the constructed facilities.

BUDGET CODE:

N/A

ATTACHMENTS:

1. Landmark Place Project Location
2. Draft CIA (2)



Landmark Place Water Main Extension Project Location

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

CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho, 83854 and **Rose of Sharon Enterprises, Inc.** (hereinafter the "Developer"), enter into this Agreement effective the _____ day of _____ 20____, respecting the development of **Landmark Place Water Main Freeway Crossing** the Project, affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for dedication and construction of public improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with ordinances of the City of Post Falls

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

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

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

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

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

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

WHEREAS, the Owner is deemed to have satisfied the zoning requirements of the project when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or if allowed by the city thru a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement; and

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS AND FEES

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

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

1.03 RELATIONSHIP OF PARTIES

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

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

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

1.05 **DEVELOPER'S RESPONSIBILITY**

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

1.06 **ALLOCATION OF LIABILITY**

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

1.07 **DISCLAIMER OF WARRANTY**

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

1.08 **NON-DISCRIMINATION**

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

1.09 **COST OF DOCUMENTS**

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

1.10 **PUBLIC UTILITIES**

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

1.11 **TIME IS OF THE ESSENCE**

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

1.12 **ASSIGNMENTS**

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

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

1.13 **DEFAULT – CITY’S REMEDIES**

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

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

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

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

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

1.14 **NON-WAIVER**

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

1.15 **INTERPRETATION**

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

1.16 **EFFECT OF STANDARD SPECIFICATIONS**

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

1.17 **AMENDMENT**

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

1.18 **JURISDICTION – CHOICE OF LAW**

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

1.19 **SEVERABILITY**

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

1.20 **INTEGRATION**

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

1.21 **DEFINITIONS**

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

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

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

1.22 **APPROVALS AND CONSENTS**

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

1.23 **ATTORNEY FEES**

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 **RECORDING**

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

2.02 **PERFORMANCE GUARANTY**

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

- C. Amount of Guaranty: The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimate, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer. The estimated total costs of the improvements to be owned, operated and maintained by the City of Post Falls; utilities to be owned, operated and maintained by a utility other than the City of Post Falls; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements which accord with the requirements of ordinances of the City of Post Falls. Evidence of such surety shall be attached hereto and be labeled Attachment
- D. All guarantees shall include the City's standard "Evergreen Clause" or automatic renewal language, as follows:
- "This type of surety is for an initial term that expires on . This type of surety shall automatically be extended without amendment for one year from the present or any future expiration date unless the issuing bank notifies the beneficiary in writing sent certified mail, return receipt requested, or by personal service, at least sixty (60) days prior to any expiration date that this letter of credit will not be renewed.
- E. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.
- F. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:
1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09
 2. The expiration of the warranty period as provided in Section 3.08.

2.03 **PERFORMANCE BOND**

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

2.04 **ESCROW**

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

2.05 **LETTER OF CREDIT**

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

2.06 **PREREQUISITES OF CONSTRUCTION**

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

2.07 **ENGINEER**

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

2.08 **PLANS AND SPECIFICATIONS**

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

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

2.09 **QUALITY CONTROL PROGRAM**

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

2.10 **WORK SCHEDULE**

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

2.11 **MATERIALS**

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

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

2.12 **GENERAL STANDARDS OF WORKMANSHIP**

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

2.13 **PLACEMENT OF UTILITIES**

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

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

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

2.15 **SURVEYOR**

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

2.16 **REQUIRED REPORTING**

A. *Quality Control*

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

B. *Construction Progress*

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

C. *Surveys*

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

D. *Well Logs/Test Hole Logs*

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

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

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

2.17 **PROGRESS PAYMENTS**

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

2.18 **OBSERVANCE**

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

2.19 **STOP WORK ORDERS**

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

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

2.20 **ACCESS**

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

2.21 **MAINTENANCE**

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

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

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

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

2.23 **TIME**

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 **PREREQUISITES TO ACCEPTANCE**

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

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

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

3.03 **CERTIFICATE OF COMPLIANCE**

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

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

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

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

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

3.06 **INSPECTION**

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

3.07 **CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS**

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

3.08 **DEVELOPER'S WARRANTY**

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

3.09 **WARRANTY GUARANTY**

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

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

3.10 **CITY'S REMEDIES UNDER WARRANTY**

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

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

3.11 **CONDITIONS OF REIMBURSEMENT**

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

3.12 **AUTHORITY**

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

DEVELOPER

Rose of Sharon Enterprises, Inc.
Robert L. Helstrom
PO Box 3887
Lacey, WA 98509
(360) 481-2200

CITY

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____

BY: _____

ATTEST:

WITNESS:

City Clerk

Print Name: _____

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

DEVELOPER ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss

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

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

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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Landmark Place Water Main Freeway Crossing

Developer to submit legal property description and reduced site plan.

ATTACHMENT "A"

Legal Description

All that certain real property located in the Northwest Quarter, Section 4, T50N, R5W, B.M., Kootenai County, Idaho, more particularly described as follows:

Commencing at the West Quarter corner of said Section;

Thence, along the West line of said Section and the centerline of McGuire Road N 0°56'59" E, 348.02 feet;

Thence, leaving said centerline, S 89°03'01" E, 25.00 feet to the easterly Right-Of-Way of McGuire Road and the Point of Beginning;

Thence, along said easterly Right-Of-Way, N 0°56'59" E, 191.11 feet to the southerly Right-Of-Way of Interstate Highway No. 90;

Thence, coincident with said southerly Right-Of-Way, the following three (3) courses;

- 1) N 79°26'48" E, 1318.46 feet;
- 2) N 10°26'13" W, 36.58 feet to a monument stamped "Idaho State Highway 186+69.82 259.82R Right-Of-Way";
- 3) N 78° 15'01" E, 1136.93 feet to the westerly line of that parcel of land described as "Exception to Parcel II of Warranty Deed", Instrument No. 1648584, records of Kootenai County;

Thence, along said westerly line, S 19°35'12" E, 115.84 feet to the northerly line of the abandoned C.M.S.P.R.R. as shown on that Record of Survey filed in Book 50 at Page 204, records of Kootenai County;

Thence, coincident with said northerly line, the following five (5) courses;

- 1) S 71°53'39" W, 972.56 feet to the beginning of a curve, concave northwesterly, having a radius of 5,680.00 feet;
- 2) Southwesterly along said curve, 236.49 feet, having a chord of S 73°05'13" W, 236.47 feet;
- 3) N 1°20'20" E, 20.92 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 5,660.00 feet;
- 4) From a tangent line bearing S 74°13'03" W, southwesterly along said curve, 708.61 feet, having a chord of S 77°48'15" W, 708.15 feet;
- 5) S 81°23'27" W, 609.18 feet to the Point of Beginning.

Containing 476,052 square feet, 10.929 Acres more or less.



VICINITY MAP

OWNER INFORMATION:

CITY OF POST FALLS WATER DIVISION
2002 W. SELTICE WAY
POST FALLS, ID 83854
208-777-9857

FIRE DISTRICT

KOOTENAI FIRE & RESCUE
208-777-8500

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO BORE A 18" HDPE CASING UNDER A 50 MILE MARKER 368 AND INSTALL AND CONNECT TO THE COFF WATER MAIN ON THE NORTH SIDE AND SOUTH SIDE TO FIRE PROVIDE THE SOUTHERN AREA WITH SUFFICIENT FIRE PROTECTION. THE SOUTHERN AREA WILL BE A COFF SITE. DISTURBANCE COUNTERMEASURES WILL ALSO BE INCLUDED.

SHEET LEGEND

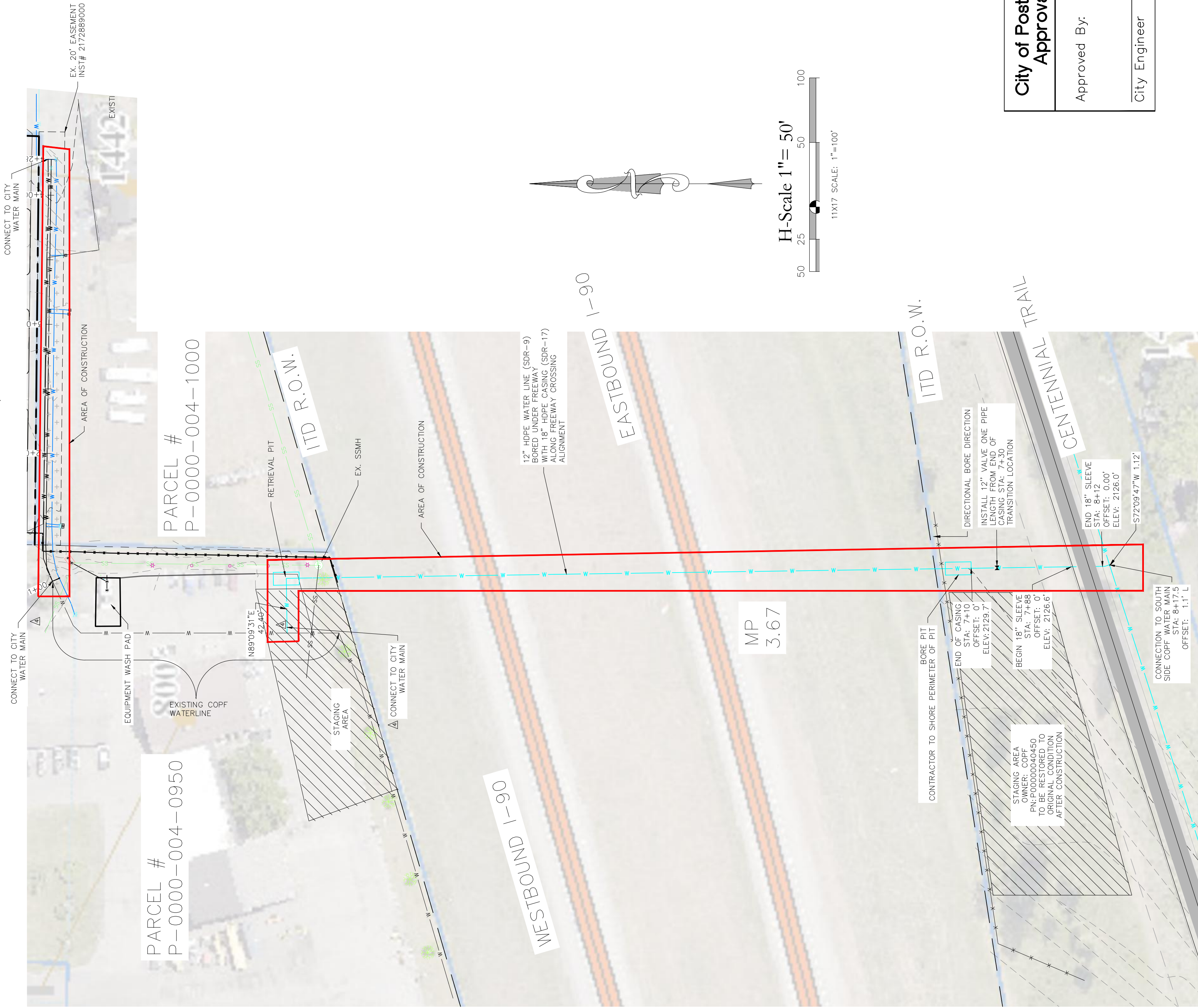
- T1 COVER SHEET
- T2 NOTES
- T3 NOTES
- C1 FREEMAN CROSSING
- C2 NORTH PIPE REPLACEMENT
- C3 SITE DETAILS
- C4 EROSION CONTROL
- D1 STANDARD DRAWINGS AND DETAILS
- D2 DETAILS

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

FREEWAY CROSSING PLANS FOR
LANDMARK PLACE WATER MAIN

CITY OF POST FALLS, IDAHO

SITE LOCATION



NO BOUNDARY SURVEY

PROPERTY LINES SHOWN ARE APPROXIMATE. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY BY ACE SOLUTIONS.

DATUM: NAVD 88 GEOID 09
CONTOUR INTERVAL: 2 FOOT



761 N Thomson St, Suite C,
Idaho 83854
PHONE: (208) 777-1854
FAX: (208) 777-2128
www.acesolutions.pro

ORIGINAL ON FILE AT ACE SOLUTIONS



FREEWAY CROSSING PLANS
LANDMARK PLACE
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

DESCRIPTION	DATE	MARK
GEOTECH D1	8-27-21	
NOTE C3	8-27-21	
CITY COMMENTS	5-21-23	
CITY COMMENTS	7-21-23	
CITY COMMENTS	11/15/23	
CITY COMMENTS	2/5/24	
CITY COMMENTS	5/4/24	

ISSUE DATE: 10/5/20	MARK
PLOT DATE: 3/14/24	
DRAWN BY: SOB	
CHECKED BY: RAG & JEH	
DWG FILE: 19029 ID KING REV 4-4-25	
PROJ. # 19-029	
SHEET TITLE:	
COVER SHEET	
OVERVIEW	
T1	

LEGEND

- PROPERTY BOUNDARY
- RIGHT-OF-WAY
- MAJOR CONTOUR
- MINOR CONTOUR
- FENCE
- OVERHEAD ELECTRIC LINE
- WATER PIPE
- SANITARY SEWER PIPE
- WATER VALVE

City of Post Falls Approval	
Approved By:	
City Engineer	Date

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

Rose of Sharon Enterprises, Inc.

FOR

Landmark Place Water Main Freeway Crossing

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES FOR

Landmark Place Water Main Freeway Crossing

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:
\$ 592,307.00
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ -0-**
3. Other improvements for which bonding are required: **\$ -0-**
4. Street trees within public right-of-way: **\$ -0-**
5. Total cost of improvements: **\$ 592,307.00**
6. Warranty amount: **\$ 44,423.03**

**ATTACHMENT “C-1”
DETAILED COST ESTIMATES
FOR**

Landmark Place Water Main Freeway Crossing

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

ITD Crossing/Water Main

Bond Cost Sheet

Sheet 1 of 2

Estimate by: RJG

Date: July 16, 2024

Item #	Description	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Pipe Install & Replacement, Open Cut					
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	Silt Fence	LF	790	\$11.00	\$8,690.00
3	Straw Wattles	LF	75	\$11.00	\$825.00
4	Dust Control	LS	1	\$1,600.00	\$1,600.00
5	4' Orange Safety Fencing	LF	100	\$9.00	\$900.00
6	6" Water Main	LF	35	\$95.00	\$3,325.00
7	8" Water Main	LF	340	\$82.00	\$27,880.00
8	12" Water Main	LF	80	\$167.00	\$13,360.00
9	Reconnect Water Services	EA	5	\$2,800.00	\$14,000.00
10	Pressure Test & Bac.t	LS	1	\$5,000.00	\$5,000.00
11	DETAIL A Tie-In:(8" Tee, 8" x 6" Reducer, 2, 8" Valves	LS	1	\$11,800.00	\$11,800.00
12	DETAIL B Tie-In:(8" x 6" Tee, 1, 6" 90°, Elbow	LS	1	\$5,300.00	\$5,300.00
13	DETAIL C Tie-In:(12" HDPE Flange Adapter 1, 12" 90° Elbow)	LS	1	\$6,300.00	\$6,300.00
14	DETAIL D Tie-In:(8" Tee, 12" x 8" Reducer, 2, 8" Valves, 1, 12" Valve	LS	1	\$17,500.00	\$17,500.00
15	DETAIL E Tie-In:(8" Tee, 12" x 8" Reducer, 2, 8" Valves, 1, 12" Valve, 1, 12" 22.5° Elbow	LS	1	\$17,300.00	\$17,300.00
16	Sta.7+30 (12" Valve W/ 12" HDPE Flang Adapter	LS	1	\$9,400.00	\$9,400.00
17	Repair Chainlink Fence	LS	1	\$4,500.00	\$4,500.00
	Gravel Restore = 6400 ft ² @ 4" Thick	SY	711	\$13.50	\$9,598.50
18	Asphalt Patch Per Plan = 990 ft ² @ 2" Thick	SY	110	\$108.00	\$11,880.00
	Asphalt Rpr. (As Nded) = 500 ft ² @ 2" Thick	SY	56	\$144.00	\$8,064.00
19	Curb Replace	LF	80	\$85.00	\$6,800.00
	Hydro Seeding, Native Topsoil = 40,000 ft ²	SY	4445	\$2.25	\$10,001.25
				Sub Total	\$214,023.75

ITD I-90 & Cent. Trail Crossing, Bore and Casing Section

20	Mobilization	LS	1	\$12,000.00	\$12,000.00
21	Vacuum Potholed Utilities	EA	1	\$250.00	\$250.00
22	12" HDPE SDR9 550' Water Pipe (I-90) *	LF	550	\$58.93	\$32,411.50
23	18" HDPE SDR17 505' Sleeve Pipe (I-90)	LF	505	\$71.29	\$36,001.45
24	Direct. Bore For 18" HDPE Casing Pipe (I-90)	LF	505	\$369.36	\$186,526.80
25	Blow Sand	LS	1	\$10,000.00	\$10,000.00
26	Containment and Disposal of Fluids	LS	1	\$18,750.00	\$18,750.00
27	12" Water Main HDPE SDR9, (Centennial Tra	LF	30	\$210.89	\$6,326.70
28	18" Sleeving Pipe (Centennial Trail)	LF	30	\$180.00	\$5,400.00
29	Directional Bore For (Centennial Trail)	LF	30	\$369.36	\$11,080.80
30	Bore Pit Excavations: There will be no need for Shoring for the excavation will be about 5' deep and the walls will be tapered to the surface.	EA	4	\$1,800.00	\$7,200.00
				Sub Total	\$325,947.25
31	Rock Adder for Bore Section, Assume Full Length	LF	200	\$184.68	\$36,936.00
				Sub Total	\$36,936.00

Engineering

32	Construction Staking	LS	1	\$5,200.00	\$5,200.00
33	Engineering/Inspection	LS	1	\$10,200.00	\$10,200.00
				Sub Total	\$15,400.00
				Grand Total	\$592,307.00
	Bond		150%	Bond total	\$ 888,460.50

* According to the Contractors bid sheet, "Spacers" or Centralizers, appear to be included in line item 22.

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Rose of Sharon Enterprises, Inc.

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

ATTACHMENT "D"

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

Rose of Sharon Enterprises, Inc.

FOR

Landmark Place Water Main Freeway Crossing

CONSTRUCTION DRAWINGS

Plans Titled: **Freeway Crossing Plans For Landmark Place Water Main**

Dated: **8/20/24**

By: **Nicholas Ebner, P.E.**

Sheets 1 through **9**

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

Rose of Sharon Enterprises, Inc.

FOR

Landmark Place Water Main Freeway Crossing

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.



June 2024

Landmark Place ITD water main crossing construction schedule

Project startup date: August 2024

Start directional bore under freeway	August 19
Pull water main	August 28
Pressure test bore section	September 4
Start open trench, north side	August 28
Pressure test	September 18
Connect section to blue dog line	September 23
Connect to bore section at existing main	September 26
Pave	September 30
Start open trench, south side	September 23
Pressure test	September 26
Connect to main at trail	October 1
Finish grading and hydroseed	October 4
Final walk through	October 7

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

Rose of Sharon Enterprises, Inc.

FOR

Landmark Place Water Main Freeway Crossing

ENGINEERING SERVICES FEE SUMMARY

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

Permit/Inspection		Fees	Unit	Base Rate	Quantity	Cost
Utility ROW		\$ 100.00	LS	\$ -	1	\$ 100.00
Commercial ROW		\$ 350.00	LS	\$ -		\$ -
Residential ROW		\$ 150.00	LS	\$ -		\$ -
Utility Trench	1-200'	\$ 250.00	LS	\$ -		\$ -
	201-400'	\$ 350.00	LS	\$ -		\$ -
	401-600'	\$ 400.00	LS	\$ -		\$ -
	601-800'	\$ 450.00	LS	\$ -		\$ -
	Over 800	\$ 0.85	per ft	\$ -	1035	\$ 879.75
C&G		\$ 0.60	per ft	\$ 150.00	80	\$ 198.00
Sidewalk & Approaches		\$ 0.60	per ft	\$ 150.00		\$ -
Swales		\$ 0.20	per ft^2	\$ 150.00		\$ -
Drywells		\$ 60.00	Each	\$ -		\$ -
Pavement		\$ 0.50	per yd ^2	\$ 150.00	166	\$ 233.00
Water Pressure Test		\$ 120.00	per Test	\$ -	5	\$ 600.00
Sewer Pressure Test		\$ 120.00	per Test	\$ -		\$ -
Street Tree Inspection		\$ 40.00	per Tree	\$ -		\$ -
Total						\$ 2,010.75

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

Rose of Sharon Enterprises, Inc.

FOR

Landmark Place Water Main Freeway Crossing

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Nicholas Ebner, P.E.**

ENGINEERING FIRM: **Ace Solutions**

ADDRESS: **761 N. Thornton St #C**

CITY: **Post Falls** STATE: **ID** ZIP: **83854**

PHONE NO.: **(208) 777-1854**

E-MAIL ADDRESS: **nebner@acesolutions.pro**

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

Rose of Sharon Enterprises, Inc.

FOR

Landmark Place Water Main Freeway Crossing

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

Rose of Sharon Enterprises, Inc.

FOR

STREET LIGHT CHARGES

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

Street light utility provider: N/A

Street light type: _____

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

Street light type: _____

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

TOTAL = \$_____

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

Rose of Sharon Enterprises, Inc.

FOR

CASH IN LIEU OF PLANTING STREET TREES

N/A The Developer agrees to plant street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting 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.

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

Rose of Sharon Enterprises, Inc.

FOR

Landmark Place Water Main Freeway Crossing

Portions of this project are located within the Interstate 90 rights-of-way and are subject to permitting and requirements of the Idaho Transportation Department (ITD).

ITD has reviewed and issued an encroachment permit for this project (Permit 1-24-414-U), the requirements of which are hereby included as part of the construction requirements.

A copy of the ITD permit is attached.



IDAHO TRANSPORTATION DEPARTMENT

600 W. Prairie Ave.
Coeur d'Alene, ID 83815-8764

(208) 772-1200
itd.idaho.gov

June 10, 2024

Roger Glessner for Post Falls
761 N Thornton Street Suite C
Post Falls, ID 8854

RE: APPROVAL OF PERMIT 1-24-414-U
I 90 MP 3.67

Dear Roger,

Enclosed is a right-of-way encroachment permit for the above referenced location. All contents including this letter and any special provisions that accompany the permit become part of the approved permit.

A copy of this permit **must** be with the person at which time work is being done inside the right-of-way. Contact ITD maintenance foreman, TJ Gibson, for inspection both before your work and at the conclusion. TJ can be reached at 208-449-6655. Failure to contact the maintenance foreman will result in voidance of the permit. Please review the Code of Federal Regulations safety clothing requirements for working in the right of way (Exhibit A) and also General Provisions on the second page of the ITD 2110.

Special provisions are as follows:

- Permittee shall utilize approved plans and diagrams. No trenching through pavement or attachments to bridges will be allowed without written permission.
- Permittee **shall** utilize approved traffic plan, call for locates two weeks before work, and call the foreman to utilize the 511 system
- MUTCD traffic control **shall** be in place before work begins and removed from the roadway at the end of every shift. When no work is taking place, traffic control devices shall be removed.
- Permittee shall use appropriate Best Management Practices to control erosion and reseed disturbed ground
- Yellow permit must be posted visibly at the job site.

Buried utility facilities owned by the State could be located within the project limits and may or may not be shown on the project plans. State owned utility facilities include but are not limited to traffic signals, illumination, traffic recording sites, weather monitoring sites, video detection systems, and electronic message signs. **The contractor is to request locates of buried utility facilities owned by the State by contacting the District Traffic Signal Foreman at (208) 772-1299.**

If the permitted work is not completed within one (1) year of issuance of permit, the permit shall be considered void. Once work begins, it must be completed within 30 days. At the discretion of the District Engineer, a one-time extension, not to exceed six (6) months, may be granted if a written request is received from the permittee prior to the expiration date.

If you have any questions pertaining to the permit, please contact me at Kimberly.hobson@itd.idaho.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kimberly Hobson'.

Kimberly Hobson
Project Coordinator for District 1 Traffic

Permit Approval Exhibit A

Idaho Statute Title 55, Chapter 22, Section 55-2201 through 55-2210 requires that if excavation is involved, the applicant must notify the One-Call Service by calling 8-1-1 at least two business days and not more than 10 business days before the start of excavation. Please go to <http://www.digline.com/index.php> for more information.

Construction traffic control devices shall be crashworthy and meet the requirements of NCHRP-350 as follows:

Category 1 Work Zone Safety Devices; including cones, drums, tubular markers, and delineators shall meet the requirements.

Category 2 Work Zone Safety Devices; including barricades, portable sign stands with signs, vertical panels, Category 1 devices with auxiliary lights and/or signs, and devices under 100 lbs (45 kg) shall meet the requirements.

Category 3 Work Zone Safety Devices; including portable signs with hard (plywood, aluminum) substrate, temporary portable concrete barrier, and all devices exceeding 100 lbs (45 kg) and/or "expected to cause significant occupant velocity change" shall meet the NCHRP-350 requirements with the following exception:

Crash Cushions and Truck Mounted Attenuators shall meet NCHRP-350 requirements if purchased AFTER October 1, 1998. All crash cushions and truck mounted attenuators purchased PRIOR to October 1, 1998 may continue to be used until they complete their normal service life if they meet NCHRP-230 requirements.

Category 4 Work Zone Safety Devices; including portable changeable message signs, arrow panels, and other trailer mounted devices may be used without attenuation. These devices may be placed behind crashworthy barriers or shielded with TMA's or crash cushions providing the attenuation does not impair their functionality or create a hazardous condition

The permittee shall submit proof of compliance with NCHRP-350 requirements upon request from an Idaho Transportation Department representative.

MUTCD Section 6E.02 High-Visibility Safety Apparel Standard:

For daytime and nighttime activity, flaggers shall wear safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" (see Section 1A.11) and labeled as meeting the ANSI 107-1999 standard performance for Class 2 risk exposure. The apparel background (outer) material color shall be either fluorescent orange-red or fluorescent yellow-green as defined in the standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 300 m (1,000 ft). The retroreflective safety apparel shall be designed to clearly identify the wearer as a person.

For nighttime activity, safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" (see Section 1A.11) and labeled as meeting the ANSI 107-1999 standard performance for Class 3 risk exposure should be considered for flagger wear (instead of the Class 2 safety apparel in the Standard above).



ITD Permit Application Number: 01-24-414-U

Applicant Information

Applicant Name Roger Glessner		Mailing Address 761 N Thornton Street, Suite C Post Falls, ID 83854	
Email info@acesolutions.pro	Phone 208-777-1854	Alternative Phone 208-660-4555	

Permit Information

Permit Type	☒ New Installation ☐ Upgrade ☐ Relocation ☐ Repair/Replacement ☐ Other					
	☐ Gas ☒ Water ☐ Cable ☐ Telephone ☐ Electric ☐ Sewer ☐ Fiber Optic ☐ Other					
	☐ Overhead ☒ Underground ☐ Overhead and Underground Both Involved					
Installation Method	☐ Jack ☒ Bore ☐ Pavement Cut ☐ Trench ☒ Casing ☐ Plow ☐ Other					
Location	County Kootenai			Highway Number I-90		
	1st Highway		2nd Highway		3rd Highway	
	Beginning Milepost	Ending Milepost	Beginning Milepost	Ending Milepost	Beginning Milepost	Ending Milepost
	3.67	3.67				
	Section, Township, Range S04, T50N, R05W					
	Distance to Center of Road (ft) 0			Distance to Right of Way Line (ft)		
	Distance to Edge of Pavement (ft) 0			Distance to Right of Way Width (ft)		
	Angle of Crossing (Degrees) 17			Vertical Clearance (ft)		Depth (in) 60
Facility Specifications	Potential (V, KV)		Pipe Size (in) 18		Pressure (psi) 80	
	Structure Attachment Type (Requires Bridge Approval) n/a					
	Work Order		Planned Start Date June 10, 2024		Planned End Date June 24, 2024	

Contacts

Construction Contractor Company Sawtooth Directional Drilling	Name Ted Babbitt
Phone Number 208-371-4196	E-Mail Address tedmonbabbitt@gmail.com

Traffic Control Contractor Company Perfection Traffic Control	Name Misti Borgen
Phone Number 208-791-1551	E-Mail Address

List any conditions of approval

• Permittee shall utilize approved plans and diagrams. No trenching through pavement or attachments to bridges will be allowed without written permission. • Permittee shall utilize approved traffic plan, call for locates two weeks before work, and call the foreman to utilize the 511 system • MUTCD traffic control shall be in place before work begins and removed from the roadway at the end of every shift. When no work is taking place, traffic control devices shall be removed. • Permittee shall use appropriate Best Management Practices to control erosion and reseed disturbed ground • Yellow permit must be posted visibly at the job site.

Authorization

Company Name City of Post Falls	Authorized Representative Robert Palus	Phone Number 208-691-2593	E-Mail Address rpalus@postfalls.gov
Mailing Address 408 N Spokane Street Post Falls, Idaho 83854			
Property Owner/Authorized Representative's Signature			Date

Local Government Title Assistant City Engineer	Name Robert Palus	E-Mail Address rpalus@postfalls.gov
Local Government Signature		Date

ITD Authorized Representative's Title Project Coordinator	Name Kimberly Hobson
ITD Authorized Representative's Signature APPROVED By Kimberly Hobson at 11:17 am, Jun 10, 2024	Date June 10, 2024

For ITD Use			
Key Number	Project Number	Beginning Station	Ending Station
Segment	Roadway Type	Number of Lanes	
☐ Inspection Fee Required \$		☐ Performance Bond Required \$	

District Staff Review				
Review	Reviewer's Signature	Date	Recommended	
			Yes	No
Traffic			☐	☐
Maintenance			☐	☐
Design			☐	☐
Property Management			☐	☐
Planner			☐	☐
Construction			☐	☐
District Engineer			☐	☐

GENERAL REQUIREMENTS

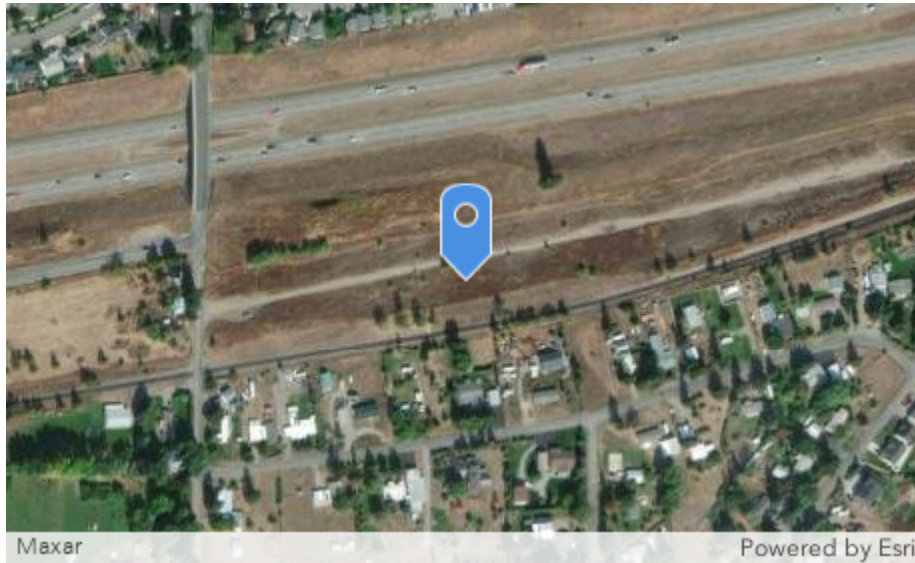
1. No work shall commence until the permittee is given notice to proceed by an authorized representative of the Department. The permittee shall notify the Department five (5) working days prior to commencing the permitted work or as otherwise approved. This permit is valid for one year and SHALL BE VOID if all work is not completed and as-built drawings submitted, and the Department has not been contacted to make final inspection for approval within one year of the issuance date.
2. The permittee shall observe and comply with all applicable laws, ordinances, regulations, orders and decrees. By signing this permit, the permittee, his designated representative or successors, agree to indemnify, save harmless, and defend regardless of outcome the State from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance or use of the facility covered by this permit. The permittee is responsible for obtaining all other necessary permits and approvals prior to starting work. The permittee must adhere to Idaho Code 55, Chapter 22, "Underground Facilities Damage Prevention," prior to any excavation work.
3. During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed for the protection of the traveling public. All utility companies, or contractors working for utility companies, are required to identify the name of the utility company at the work site. All traffic control devices shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways (latest edition adopted by the Department) and all other Department requirements. All flagging personnel shall have flagging certification valid in Idaho (some other State's are accepted). All traffic control plans shall be prepared and signed by a Traffic Control Supervisor or Professional Engineer.
4. All utilities shall be installed under culverts.
5. Except as herein authorized, all underground crossings shall be bored or jacked.
6. Parked equipment and stored materials shall be as far from the traveled way as feasible. Items, excavations or obstacles within 30 feet of the traveled way shall be properly marked and/or protected.
7. Upon completion of the permitted work, the permittee shall restore the site to original condition or better at no expense to the Department. Restoration includes, but is not limited to, repair of any and all damage, correction of any interferences with highway drainage, restoration of survey monuments and traffic control devices, and all required grading and seeding. All rubbish and debris shall be immediately removed from the work area, to the satisfaction of the Department.
8. The permitted work shall be subject to inspection at any time by the Department. The Department shall be reimbursed by the permittee for any additional inspection required under the Special Provisions of this permit. All work shall be in conformity with the permit requirements including location and depth or height, and current government and Industry standards. The permittee shall provide satisfactory evidence to the Department that the work was performed, and the utility located, as required by this permit.
9. A copy of this permit, complete with special provisions, plans and traffic control requirements, shall be kept at the work site at all times when work is in progress.
10. This permit shall not be deemed or considered an exclusive right, and shall not prohibit the Department from using any of its highways, streets, or public places or affect its right to full

supervision and control over all or any part of them, none of which is hereby surrendered. This permit shall not prohibit the Department from granting other permits or franchise rights of like or other nature to other public or private utilities. The Department reserves the right to make at any time such modification, addition, repair, relocation, or removal of an existing encroachment(s) or its appurtenances or any encroachment(s) or subject(s) authorized by this permit within the highway right-of-way as may be necessary to permit the relocation, reconstruction, widening, and maintenance of the highway and/or to provide proper protection to life and property on or adjacent to the highway. Said change or removal shall be made at the sole expense of the permittee, or its successors and assigns. All such modifications, relocation, or removal by the permittee shall be done in such a manner as will cause the least interference with the traveling public or any of the Department's work.

11. The Department may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity herewith.
12. The permittee shall maintain at its sole expense the structure or subject for which this permit is granted.
13. If trench or pavement settlement should occur, or any other kind of displacement, due to the work covered under this permit, within two years from the date of installation, repairs shall be made by the permittee as directed by the ITD Authorized Representative at no cost to the Department. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claims have been settled.
14. Any modification or addition to, or removal or relocation of, work granted by this permit may require a new permit for approval by the ITD Authorized Representative. All work within the highway right-of-way shall be documented on as-built drawings and submitted to the District within 30 days of completion of work.

ITD Permit Application Number: 01-24-414-U

Site Map



Attachment to ITD 2110 – Right-Of-Way Encroachment Application and Permit for Utilities SPECIAL PROVISIONS

The following provisions amend the General Provisions on Page 2 of 2 of the Permit:

The permittee shall contact the following ITD Maintenance Foreman at least five (5) working days prior to commencing the permitted work:

☐ Area 112	Athol	208-699-2353
☐ Area 120	Bonnors Ferry	208-661-9028
☐ Area 130	Sandpoint	208-699-2356
☐ Area 140	Cedars, Osburn, Mullan	208-781-5226
☐ Area 150	St. Maries	208-568-0060
☐ Area 160	CDA South	208-699-2350
☐ Area 170	CDA Metro	208-449-6655
☐ Area 180	Kootenai County East	208-449-7938

The permittee shall obtain utility locates prior to excavation or other work that might damage any utility facility. Utility one-call numbers (Password) are:

Bonner and Boundary Counties	1-800-626-4950
Benewah and Shoshone Counties	1-800-398-3285
Kootenai County	1-800-428-4950

NOTE: Idaho Transportation Department facilities (signals, illumination, etc.) are NOT covered by the one-call provider. Locates for ITD facilities may be obtained from the District 1 Signal Foreman at 208-772-1299.

The permittee shall provide traffic control in accordance with the attached Traffic Control Plan. Any changes to the plan must be approved by the appropriate Maintenance Foreman prior to the change being made. Violations of the Traffic Control Plan or MUTCD requirements may result in immediate shut-down of the permitted work and revocation of the permit.

Except as herein authorized, all underground crossings of state or other public roadways and private approaches to them shall be installed by trenchless methods. If, due to site conditions, a trenchless method is found to be unconstructable, the permittee shall contact the appropriate Maintenance Foreman prior to beginning any work on an alternate construction method. Should trenching be allowed as an alternate construction method, work shall be done in accordance with these provisions.

Seeding and erosion control shall be performed in accordance with the following:

Erosion Control

The permittee shall maintain structural integrity of the State's highway right of way. No undercutting of present highway fills and ballast sections or construction of unprotected cuts (bare soil cuts) for access from the highway shall be allowed.

The permittee shall not grade, excavate, or perform ground disturbing activities during rainy periods. Permittee will, as much as possible, avoid these activities during the spring and fall rainy seasons. If work must be done during rainy seasons, the permittee will install check dams in drainage channels and/or provide a sediment retention basin to avoid discharging sediment containing runoff into the drainage system, or any wetlands, or water bodies (streams, rivers, lakes and ponds).

Any activities involving soil disturbance in excess of one acre and that will discharge to water bodies or wetlands will require coverage under the EPA General Permit for construction activities.

The permittee shall use appropriate Best Management Practices (BMP's) to control erosion and resulting sediment. Typical practices that can be used for erosion control (soil surface protection) are: erosion control blankets, testified mulches of straw, wood fiber, paper fiber or weed free grass; or rock mulch may be used. Typical practices that can be used for sediment control are: silt fences (off toe of slopes); rock check dams (in drainage channels); sediment basins/ponds; inlet culvert riser; and inlet rock filters. For further information on BMP's, contact one of the ITD Environmental Planners at (208) 772-1232 or 772-8018.

The permittee shall provide adequate drainage that will not increase discharge volumes or velocities to the current highway drainage system.

The permittee shall not discharge sediment-laden storm water or sediment to wetlands or other water bodies (streams, ponds, lakes) without appropriate permits.

The permittee shall not perform work in or adjacent to any wetland, or water body (stream, river, lake) without providing ITD with documentation (copies of permits) from the Army Corps of Engineers, and/or the Idaho Department of Water Resources, and/or the Idaho Department of Lands, and/or the Division of Environmental Quality.

Attachment to ITD 2110 – Right-Of-Way Encroachment Application and Permit for Utilities SPECIAL PROVISIONS

Reseeding

Upon completion of all other work, the permittee shall reseed, fertilize, and mulch all areas of disturbed ground. Reseeding shall be done between September 15th and May 15th. Seeding will be accomplished using one of the following seed mixtures:

<u>Seed Mix 1</u>	<u>Lb/Acre</u>	<u>Seed Mix 2</u>	<u>Lb/Acre</u>	<u>Seed Mix 3</u>	<u>Lb/Acr</u>
Canada Bluegrass	5	Kentucky Bluegrass	5	Canada Bluegrass	5
Red Fescue	12	Smooth Brome	12	Sheep Fescue	12
Durac Hard Fescue	12	Red Fescue	12	Red Fescue	12
White Dutch Clover	<u>2</u>	White Dutch Clover	<u>2</u>	White Dutch Clover	<u>2</u>
	31		31		31

Seed is available at most farm and garden stores or feed stores in north Idaho or Spokane, WA.

Fertilizer shall be a general purpose or multi-use fertilizer with a Nitrogen (N), Phosphorous (P), Potassium (K), ratio of 1:1:1. This is usually shown on the fertilizer information label as 12-12-12 or 16-16-16. The minimum percentage that will be allowed is the 12-12-12%. Greater

percentages will be allowed up to 20%. These types of fertilizers are also available at most farm and garden stores or feed stores.

Mulch can be made from grass, wheat, or oat straw, wood fibers (not bark), or rock (2 ½ inch to ¾ inch, fractured or crushed). Mulch should be spread out to provide even coverage over the seed and fertilizer to protect them and the soil from erosion while the seed is germinating and growing (rock mulch does not need to be more than one to two inches in depth).

Should seeding operations not provide acceptable growth after one growing season, the permittee shall be required to reseed disturbed areas.

Work included in this permit shall be performed in general compliance with the Idaho Transportation Department Standard Specifications for Highway Construction and Supplemental Specifications and Standard Drawings in effect at the time of the issuance of the permit, and the following provisions as they are applicable to the work permitted:

MATERIALS

The following materials shall be obtained from ITD approved sources and shall meet the following requirements:

Bedding Material – Bedding material shall consist of sand or Aggregate Base which conforms to the specification shown below for Aggregate Base.

Attachment to ITD 2110 – Right-Of-Way Encroachment Application and Permit for Utilities SPECIAL PROVISIONS

Aggregate Backfill – Aggregate Backfill shall consist of a high quality sand/gravel pit run material. The material shall have a minimum R-value of 40, as measured by Idaho T-8 and shall not show a loss of more than 40 in the Los Angeles Abrasion Test.

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve, as measured by AASHTO T176 Modified.

Lean Concrete Backfill – Lean Concrete Backfill shall be made up of materials conforming to the proportions shown below, for a volume of approximately 1 cubic yard.

Coarse aggregate (3/8 inch minus)	2,300 lbs
Sand	800 lbs
Portland Cement	94 lbs (1 sack)
Water (maximum)	12 gallons

Or a previously approved commercial mix.

Water content given above is maximum and may be reduced. Care shall be taken to assure that excess water is not present in the mixing drum prior to charging the mixer with materials. Thorough mixing will be required prior to discharge.

Aggregate Base - Aggregate Base shall conform to the following gradation.

<u>Sieve Size</u>	<u>Percent Passing (1/2 inch)</u>	<u>Percent Passing (3/4 inch)</u>
1 inch	100	100
¾ inch	100	90-100
½ inch	90-100	
No. 4	50-70	40-65
No. 8	35-55	30-50
No. 30	12-30	
No. 200	3-9	3-9

The material shall have a minimum R-value of 75, as measured by Idaho T-8 and shall not show a loss of more than 30 in the Los Angeles Abrasion Test.

The sand equivalent shall not be less than 30 if 5 percent or more of the material passes the No. 200 sieve. Sand equivalent will not be required if less than 5 percent passes the No. 200 sieve, as measured by AASHTO T176 Modified.

Sixty (60) percent of the aggregate retained on the No. 4 sieve shall have at least one fractured face as determined by WAQTC TM-1, method 1.

Attachment to ITD 2110 – Right-Of-Way Encroachment Application and Permit for Utilities SPECIAL PROVISIONS

Aggregate for Plantmix Pavement – The aggregate shall be from an ITD approved source. The aggregate for plantmix pavement shall be as required by the job-mix design for ¾ inch or 1 inch plantmix pavement.

Plantmix Pavement – An ITD approved Class SP-2 or SP-3 Plantmix Pavement mix design from a previous ITD project no older than two years shall be used. The mix design shall include the source of aggregate, source and grade of performance grade binder, asphalt content, source of antistrip, and percent antistrip.

Asphalt – Performance Graded (PG) asphalt binder shall be used for plantmix pavement. The binder grade used shall be PG58-28.

Antistrip – All plantmix designs shall use a minimum of one-half percent of approved antistrip additive by weight of asphalt.

Tack Coat – CSS-1 dilute (50/50) emulsified asphalt shall be used for tack coat.

CONSTRUCTION REQUIREMENTS:

General – Utility trench backfill/patches shall match the existing roadway section as to the type of material used and thickness or dimensions. Prior to beginning work sufficient labor, materials and equipment shall be at the job site to expediently complete the project. Open trenches and pavement drop-offs shall not be left overnight unless properly protected with appropriate traffic control devices.

Excavation – Excess material and material not suitable for use as backfill shall be removed from the job and disposed of in an approved disposal site provided by the permittee. Shoring of the trenches shall meet OSHA standards.

Bedding Material – Bedding material shall be placed as shown in the drawing.

Backfill – When backfilling within the roadway prism, either aggregate backfill or lean concrete backfill will be used, as determined by the District 1 Materials Engineer.

Aggregate backfill shall be uniformly distributed in layers not to exceed 8 inches loose thickness and compacted to the following standards:

- For material with a maximum dry density of 120 pcf or less, compact to 95 percent of standard density using AASHTO T-99.
- For material with a maximum dry density greater than 120 pcf, compact to 100 percent of standard density using AASHTO T-99.

Attachment to ITD 2110 – Right-Of-Way Encroachment Application and Permit for Utilities SPECIAL PROVISIONS

Backfill placed more than 12 inches below sub grade shall be compacted to 95 percent of standard density.

Lean concrete backfill shall be placed in the trench so as to avoid segregation of the mixture. No compaction, vibration or finishing of the backfill is required. The backfill shall be allowed to set until it will bear traffic loads or be covered by a steel plate.

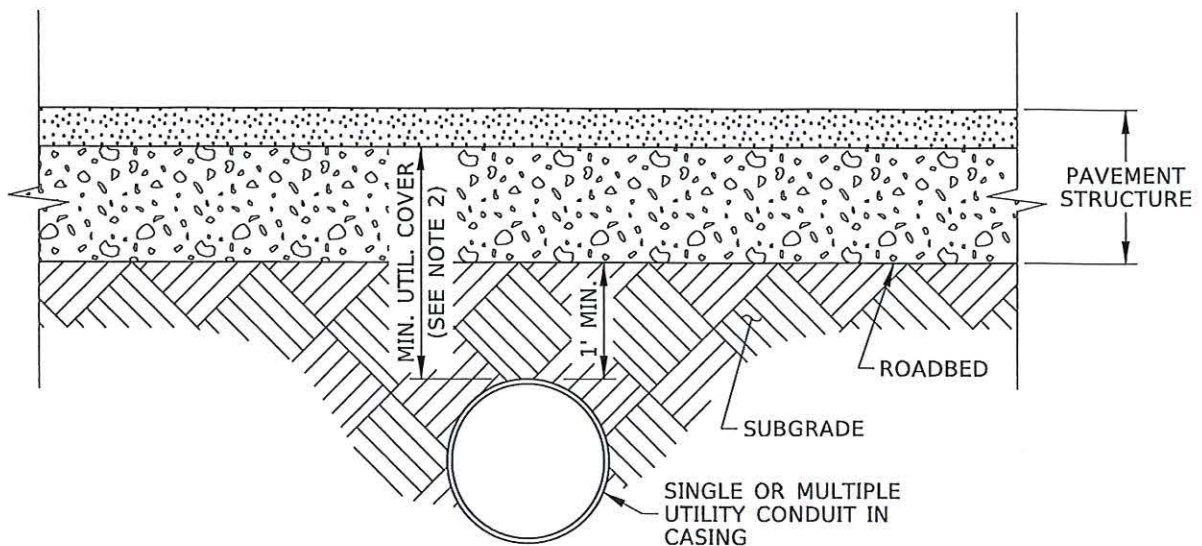
Aggregate Base – Aggregate base shall be placed in layers not to exceed 6 inches loose and compacted to 100 percent of standard density prior to placing any subsequent layers. Compaction shall be determined using WAQTC TM-7. Moisture content shall be as required to obtain compaction.

Plantmix Pavement – Plantmix pavement shall be placed in layers not less than 0.15 foot for 1/2 inch pavement and 0.20 foot for 3/4 inch pavement. The plantmix pavement shall be compacted to no less than 92 percent of maximum theoretical density prior to placing successive layers. Maximum theoretical density shall be determined using WAQTC TM-8. A roller pattern to obtain maximum compactive effort shall be established at the beginning of pavement.

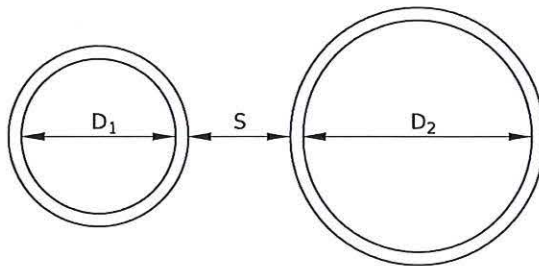
Joints – Joints between existing and new pavement shall be constructed as per the drawing. A tack coat shall be applied at the interface area between the new and existing pavement at a rate of 0.05 gal per square yard prior to paving.

Markers for Utility Lines – Markers shall be placed at each right-of-way crossing point, at 500 foot intervals and at angle points. A plastic locate/warning ribbon shall be placed at least one foot above the top of the utility where trenched.

The permittee shall be responsible for providing inspection and testing services using WAQTC qualified inspectors and testing facilities to assure compliance with these Specifications. Inspection and testing reports shall be submitted with the as-built drawings required by this permit. Upon completion of the work, the permittee shall contact the appropriate Maintenance Foreman to arrange for a final on-site inspection of the work.



JACKING, DRIVING, OR BORING



MINIMUM DIMENSION TABLE (SEE NOTE 1)	
D (INCHES)	S (INCHES)
≤ 6	24
7 TO 15	24
16 TO 30	24
> 30	GREATER OF 24 OR D/2

MULTIPLE PIPE INSTALLATION DETAIL

(SEE NOTE 1)

NOTES

1. WHEN TWO DIFFERENT DIAMETER PIPES ARE INSTALLED, USE THE LARGER D DIMENSION TO DETERMINE THE S DIMENSION.
2. PROVIDE THE FOLLOWING MINIMUM COVER DEPTHS:
WATER: 4'
LIQUID OR GAS PETROLEUM: 4'
ELECTRICAL MAIN LINE: 4'
COMMUNICATIONS OR ELECTRONICS: 3'
UTILITY OWNERS AND LOCAL PUBLIC AGENCIES MAY HAVE DIFFERENT MINIMUM COVER DEPTHS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE REQUIRED COVER DEPTHS.
3. PERFORM ANY TRENCHING PER OSHA REQUIREMENTS.
4. DO NOT DISTURB THE INSTALLED PIPE OR CONDUIT, OR LEAVE VOIDS WHEN USING TRENCH BOXES OR SHIELDS.
5. USE OF THE IDAHO STANDRD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION WILL BE NECESSARY.
6. DRAWING NOT TO SCALE

CAD FILE NAME
601-1P.DWG
DRAWING VERSION
APRIL 2022

IDAHO
TRANSPORTATION
DEPARTMENT

YOUR Safety--YOUR Mobility--YOUR Economic Opportunity
D1 TRAFFIC & PERMITS

STANDARD DRAWING

PIPE & CONDUIT
INSTALLATION

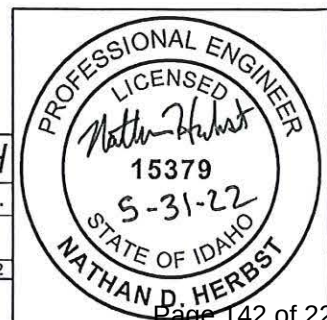
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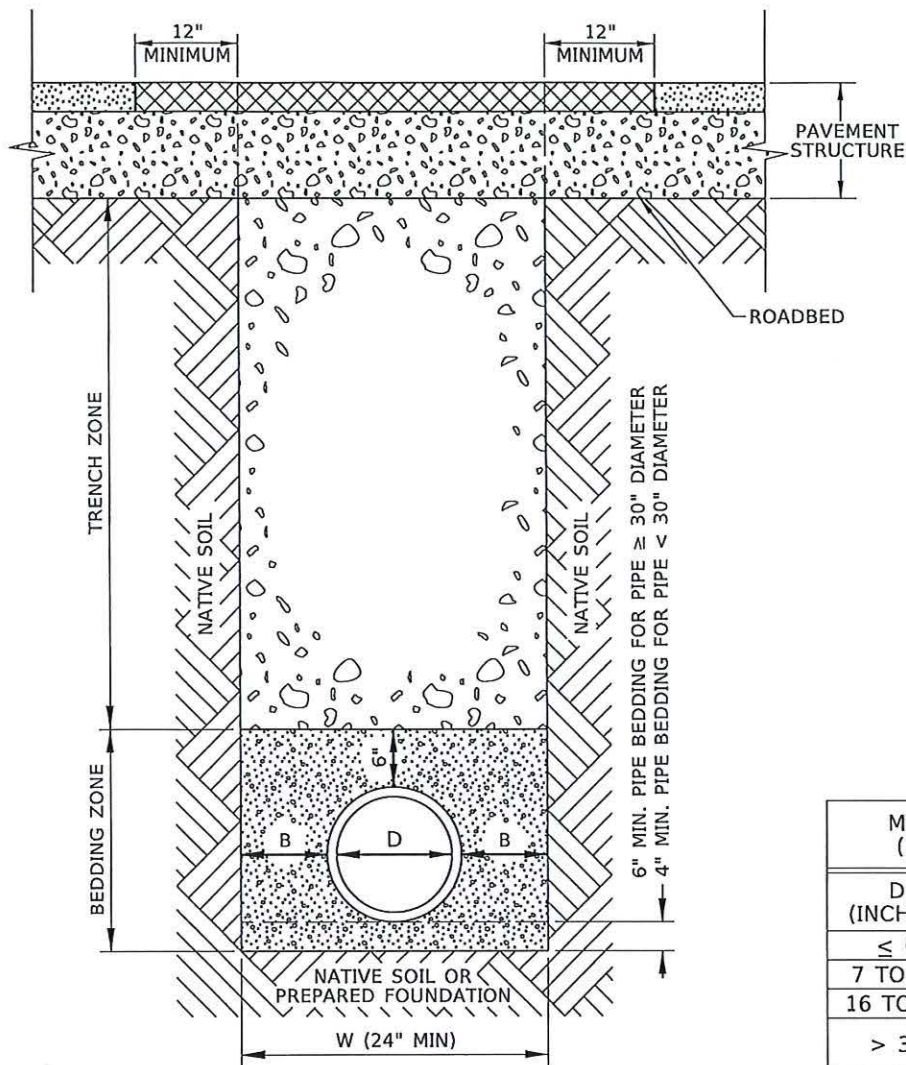
STD DRAWING NO.

601-1P

REV DATE: MAY 2022

SHEET 1 OF 2





MINIMUM DIMENSION TABLE
(SEE NOTE NOS. 3 AND 4)

D (INCHES)	B (INCHES)	S (INCHES)
≤ 6	10	24
7 TO 15	12	24
16 TO 30	18	24
> 30	24	GREATER OF 24 OR D/2

TRENCHING

MATERIALS AND COMPACTION TABLE (SEE NOTE 5)

PIPE LOCATION	BEDDING ZONE		TRENCH ZONE	
	MATERIAL REQUIREMENT	COMPACTION REQUIREMENT	MATERIAL REQUIREMENT	COMPACTION REQUIREMENT
INSIDE ROADWAY PRISM	COARSE AGGREGATE FOR CONCRETE SIZE NO. 1, NO. 2A, OR NO. 2B (SUBSECTION 703.02)	ENGINEER ACCEPTANCE	3/4" AGGREGATE FOR BASE (SUBSECTION 703.04) (SEE NOTE NO. 1)	CLASS A COMPACTION (SECTION 205) OR 95% OF IT-74
OUTSIDE ROADWAY PRISM	COARSE AGGREGATE FOR CONCRETE SIZE NO. 1, NO. 2A, OR NO. 2B (SUBSECTION 703.02)	ENGINEER ACCEPTANCE	GRANULAR BORROW OR NATIVE MATERIALS WITH MAXIMUM SIZE OF 6" AND FREE FROM WOOD WASTE OR DELETERIOUS MATERIALS. (SEE NOTE NO. 1)	CLASS D COMPACTION (SECTION 205)

CAD FILE NAME
601-1P.DWG
DRAWING VERSION
APRIL 2022

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D1 TRAFFIC & PERMITS

STANDARD DRAWING

PIPE & CONDUIT
INSTALLATION

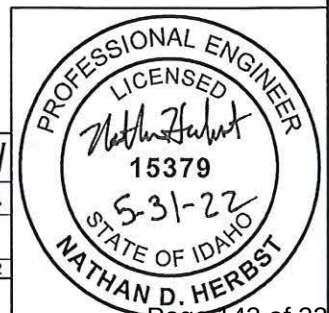
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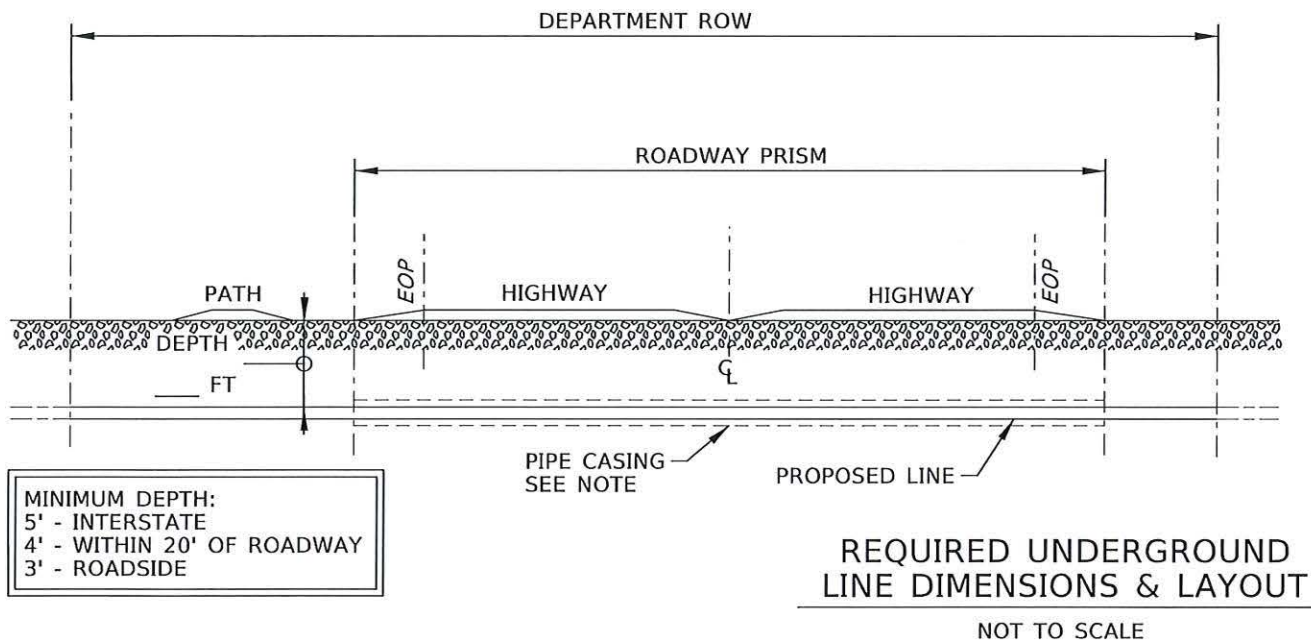
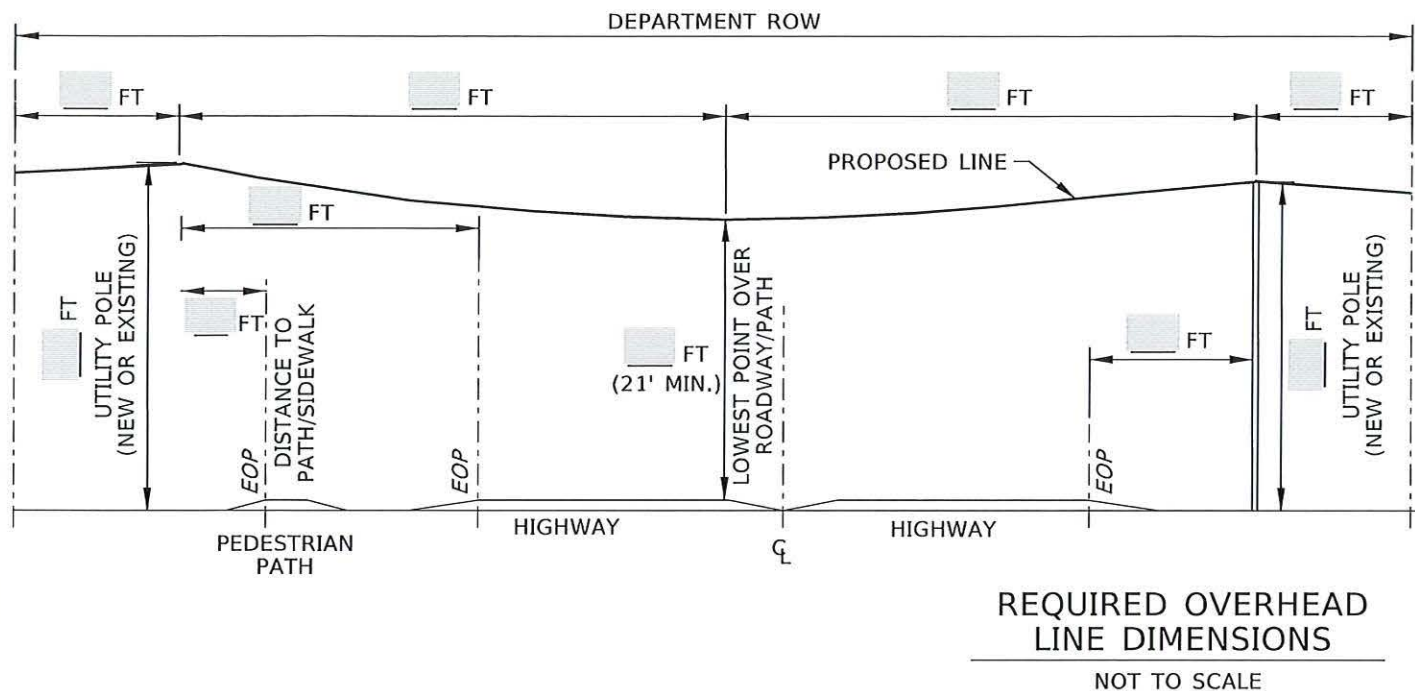
STD DRAWING NO.

601-1P

REV DATE: MAY 2022

SHEET 2 OF 2





NOTES:

- ONLY PRESURIZED PIPE CROSSING RIGHT OF WAY REQUIRES PIPE CASING. HAVE CASING SPAN THE ROADWAY PRISM (5 FEET FROM EDGES OF SHOULDER EMBANKMENT OR SUBGRADE).
- USE BORING TECHNIQUES ONLY. TRENCHING ACROSS ROADWAYS IS NOT ALLOWED UNLESS SPECIAL CIRCUMSTANCES EXIST. NO TRENCHING WILL BE PERMITTED ON THE INTERSTATE WITHOUT FHWA EVALUATION.
- APPLICANT MUST SUPPLY CONSTRUCTION PLANS WITH THIS INFORMATION SHOWN AND PROVIDED THIS PAGE FILLED OUT.

CAD FILE NAME
UTILITY-1P.DWG

DRAWING VERSION
MAY 2022

SCALES SHOWN
ARE FOR 8 1/2" X 11"
PRINTS ONLY

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STANDARD DRAWING

UTILITY LINE
CROSSING
INFORMATION

ENGLISH

STD DRAWING NO.

UTILITY-1P

REV DATE: MAY 2022

SHEET 1 OF 1

TRAFFIC CONTROL NOTES

1. MAINTAIN A MINIMUM 12' TRAVEL LANE IN EACH DIRECTION AT ALL TIMES.
2. THE DISTANCES SHOWN BETWEEN TEMPORARY TRAFFIC CONTROL DEVICES ARE APPROXIMATE MINIMUMS AS GOVERNED BY THE MUTCD, AND ADJUSTMENTS MAY BE NECESSARY IN THE FIELD DEPENDING ON CONDITIONS ENCOUNTERED.
3. INSTALL ALL TEMPORARY TRAFFIC CONTROL DEVICES PRIOR TO START OF ANY WORK.
4. INSTALL SIGNS ON BREAKAWAY SIGN POST(S) IF REMAINING IN PLACE FOR MORE THAN THREE CALENDAR DAYS, USE SQUARE WOOD OR SQUARE STEEL PERFORATED TUBE POST(S). THE CALCULATIONS FOR DETERMINING THE SIGN LOAD IS SHOWN IN SIGN LOAD CALCULATION FIGURE. THE MAXIMUM SIGN LOADS FOR EACH POST ARE SHOWN IN SIGN POST DESIGN INFORMATION TABLE.
5. PLACE TEMPORARY TRAFFIC CONTROL ONLY DURING HOURS OF ACTIVE CONSTRUCTION. AT END OF SHIFT, REMOVE UNUSED DEVICES AND PLACE OUTSIDE OF THE CLEAR ZONE OR BEHIND GUARDRAIL.
6. PROVIDE TEMPORARY TRAFFIC CONTROL DEVICES IN NEW OR LIKE NEW CONDITION, MEETING THE RETROREFLECTIVITY REQUIREMENTS OF THE FEDERAL HIGHWAY ADMINISTRATION'S MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
7. PER IDAHO CODE, ANY REGULATORY SPEED CHANGES PROPOSED IN PLANS OR ON SITE MUST BE APPROVED BY THE DISTRICT TRAFFIC ENGINEER PRIOR TO IMPLEMENTATION. ALLOW FIVE BUSINESS DAYS FOR REQUEST PROCESSING. THIS DOES NOT APPLY TO ADVISORY SPEEDS ASSOCIATED WITH WARNING SIGNS.
8. IF APPLICABLE, OBLITERATE ALL CONFLICTING PAVEMENT MARKINGS.
9. IF APPLICABLE, EQUIP FLAGGERS WITH TWO-WAY RADIOS CAPABLE OF TRANSMITTING A DISTANCE OF TWO MILES AND WITH BATTERIES CAPABLE OF LASTING THE ENTIRE WORKING PERIOD.
10. DO NOT ENCUMBER TRAFFIC FOR MORE THAN 15 MINUTES.

TAPER LENGTH - (L) (IN FEET)

40 MPH OR LESS	45 MPH OR MORE
$L = \frac{WS^2}{60}$	$L = WS$
W = WIDTH OF OFFSET (FT) S = POSTED SPEED (MPH)	W = WIDTH OF OFFSET (FT) S = POSTED SPEED (MPH)

SIGN SPACING (IN FEET)

ROAD TYPE	DISTANCE BETWEEN SIGNS (FT)		
	A	B	C
URBAN (LOW SPEED)	100	100	100
URBAN (HIGH SPEED)	350	350	350
RURAL	500	500	500
EXPRESSWAY/FREEWAY	1,000	1,500	2,640

SIGNS & DEVICES NOTES

1. MOUNT TEMPORARY SIGNS ON ITD APPROVED STANDS CAPABLE OF DISPLAYING A SIGN 5-7 FT FROM GROUND TO BOTTOM OF SIGN. PLACE SIGNS A MINIMUM OF 6 FT FROM EDGE OF ROADWAY.
2. UTILIZE HIGH LEVEL WARNING DEVICES PER 2009 MUTCD SECTION 6F.62 WITH ALL TEMPORARY SIGNS USED WHERE POSSIBLE.

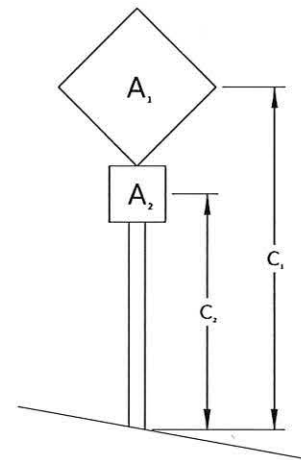
SIGN POST DESIGN INFORMATION

POST DESCRIPTION	POST SIZE (in)	MAXIMUM SIGN LOAD PER POST (st x ft)
WOOD	4X4	47
WOOD	4X6	111
WOOD	6X6	162
WOOD	6X8	302
PERFORATED STEEL	2X2	43
PERFORATED STEEL	2½X2½	91

SIGN LOAD CALCULATION FIGURE

$$L = A_1 C_1 + A_2 C_2 + A_n C_n$$

L: SIGN LOAD (SQ.FT X FT)
A: AREA OF THE SIGN FACE (SQ. FT)
C: DISTANCE FROM THE SIGN BASE TO THE CENTROID OF THE SIGN



DEVICE SPACING (IN FEET)

TANGENTS	TAPERS
D=2S	D=S
S = POSTED SPEED LIMIT D = DIST. BTW DEVICES (FT)	

CAD FILE NAME
656-1P.DWG
DRAWING VERSION
OCTOBER 2022
SCALES SHOWN
ARE FOR 8½" X 11"
PRINTS ONLY

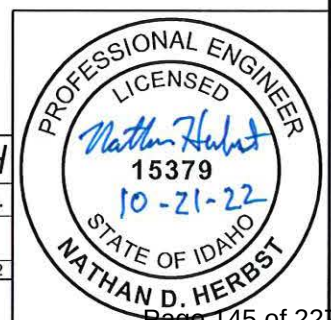
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DEPARTMENT
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D1 TRAFFIC & PERMITS



STANDARD DRAWING

TEMPORARY TRAFFIC
CONTROL NOTES

ENGLISH
STD DRAWING NO.
656-1P
REV DATE: MAY 2022
SHEET 1 OF 1



Engineering Division

April 11, 2024

Lee Bernardi
ITD District 1 Traffic and Materials
600 W. Prairie Ave.
Coeur d'Alene, ID. 83815

RE: FREEWAY CROSSING PLANS FOR LANDMARK PLACE WATER MAIN – ENCROACHMENT PERMIT APPLICATION

Dear Mr. Bernardi,

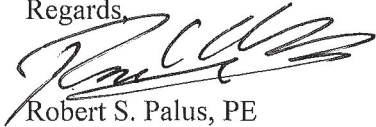
Please find included with this cover letter a completed application for right-of-way encroachment, \$50 application fee and associated plans for your review and consideration.

The City of Post Falls Engineering Division has reviewed and conditionally approved the plans subject to ITD issuance of an encroachment permit. Prior to construction the Developer will be responsible for entering into a Construction Improvement Agreement (CIA) with the City. The CIA will have requirements including providing performance bonding equal to 150% of the engineers estimate for construction and full-time inspection by the Engineer of Records representative during the hours of contractor activity.

This project is to install an 18" casing with a 12" HDPE water main under Interstate 90, approximately 3,100 feet east of McGuire Road. The construction activity will not include any contractors or traffic control within the Interstate 90 rights-of-way. The project is needed to facilitate adequate fire flow pressures on the south side of I90 and development of a currently vacant property adjacent to the I90 rights-of-way, east of McGuire Road. Construction is being done by a private developer's contractor. Plans conform with City and DEQ requirements for water lines. The City of Post Falls will take over ownership, maintenance, and operation of the water main upon completion of construction in accordance with the plans and specifications.

Please let me know if the Idaho Transportation Department has any questions regarding this matter.

Regards,



Robert S. Palus, PE
Assistant City Engineer
City of Post Falls, Idaho
rpalus@postfalls.gov
208-457-3331



Right-Of-Way Encroachment Application And Permit For Utilities

ITD 2110 (Rev. 08-16)
itd.idaho.gov

ITD Permit Application Number

Key Number	Project Number	Beginning Station	Ending Station
Segment Code		Roadway Type (Urban, Rural, Interstate) Interstate (I-90)	Number of Lanes
Fee \$50	☐ Paid ☐ No Charge	☐ Inspection Fee Required \$	☐ Performance Bond Required \$

Applicant Information (Please Print or Type)

Permit Type	☒ New Installation ☐ Upgrade ☐ Relocation ☐ Other				
	☐ Gas ☒ Water ☐ Cable ☐ Telephone ☐ Electric ☐ Sewer ☐ Fiber Optic ☐ Other				
	☐ Overhead ☒ Underground ☐ Overhead and Underground Both Involved				
	Installation Method				
	☐ Jack ☒ Bore ☐ Pavement Cut ☐ Trench ☒ Casing ☐ Plow ☐ Other				
Location	Route I-90		Beginning Milepost (e.g. 0.123) 3.67	Ending Milepost (e.g. 0.123) 3.67	Section, Township, Range 04, T50N, R05W
	GPS Coordinates Latitude 47. 42.756		Longitude 116. 58.131		Elevation 2135
	County(s) Kootenai		Name of Nearest Crossroad McGuire		Distance and Direction From Crossroad (Feet) 3,100 ☐ N ☐ S ☒ E ☐ W
	Distance From Center of Road (Feet) n/a		Right-of-Way Line (Feet) n/a		Edge of Pavement (Feet) n/a
	Angle of Crossing (Degrees) 17		Vertical Clearance (Feet) n/a		Depth (Inch) 60 (min)
	Facility Specifications		Potential (V, KV) Pipe Size (Inch) 18 Pressure (PSI) 80		
		Structure Attachment Type (Requires Bridge Approval) n/a			
Contacts	Construction Contractor Sawtooth Directional Drilling		Phone Number 208-371-4196		E-Mail Address tedmonbabbitt@gmail.com
	Traffic Control Contractor		Phone Number		E-Mail Address
	Traffic Control Plan Submitted ☐ Yes ☒ No		Projected Start Date May 2024		Project Duration 2 weeks

I certify that I am the Authorized Utility Company Representative and request permission to construct the above facilities within the State Highway Rights-of-Way in accordance with the General Provisions printed on the reverse side of this form, the Special Provisions, and the Plans made a part of this permit. I request receipt of the approved Permit in the following manner: ☒ Paper ☒ Electronic

Company Name City of Post Falls		Authorized Representative (Print) Robert S. Palus, PE - Assistant City Engineer		Phone Number 208-691-2593	
Mailing Address 408 N. Spokane St.		City Post Falls		State ID	Zip 83854
Authorized Representative's Signature 		E-Mail Address rpalus@postfalls.gov		Date 04/11/2024	

A copy of this permit, complete with special provisions, plans and traffic control requirements, shall be kept at the work site at all times when work is in progress.

Subject to all terms, conditions, and provisions shown on this form or attachments, permission is hereby granted to the above-named applicant to perform the work described.

Local Government Approval (when required)	Signature	Title Assistant City Engineer	Date
Department Approval	ITD's Authorized Representative's Signature		Date

Note: The permit will be considered Temporary until final inspection and approval by an ITD representative.

General Provisions:**ITD Permit Application Number** _____

1. No work shall commence until the permittee is given notice to proceed by an authorized representative of the Department. The permittee shall notify the Department five (5) working days prior to commencing the permitted work or as otherwise approved. This permit is valid for one year and **SHALL BE VOID** if all work is not completed and as-built drawings submitted, and the Department has not been contacted to make final inspection for approval within one year of the issuance date.
2. The permittee shall observe and comply with all applicable laws, ordinances, regulations, orders and decrees. By signing this permit, the permittee, his designated representative or successors, agree to indemnify, save harmless, and defend regardless of outcome the State from the expenses of and against all suits or claims, including costs, expenses, and attorney fees that may be incurred by reason of any act or omission, neglect, or misconduct of the permittee or its contractor in the design, construction, and maintenance or use of the facility covered by this permit. The permittee is responsible for obtaining all other necessary permits and approvals prior to starting work. The permittee must adhere to Idaho Code 55, Chapter 22, "Underground Facilities Damage Prevention," prior to any excavation work.
3. During the progress of all work, traffic control devices shall be erected and maintained as necessary or as directed for the protection of the traveling public. All utility companies, or contractors working for utility companies, are required to identify the name of the utility company at the work site. All traffic control devices shall conform to the *Manual on Uniform Traffic Control Devices for Streets and Highways* (latest edition adopted by the Department) and all other Department requirements. All flagging personnel shall have flagging certification valid in Idaho (some other State's are accepted). All traffic control plans shall be prepared and signed by a Traffic Control Supervisor or Professional Engineer.
4. All utilities shall be installed under culverts.
5. Except as herein authorized, all underground crossings shall be bored or jacked.
6. Parked equipment and stored materials shall be as far from the traveled way as feasible. Items, excavations or obstacles within 30 feet of the traveled way shall be properly marked and/or protected.
7. Upon completion of the permitted work, the permittee shall restore the site to original condition or better at no expense to the Department. Restoration includes, but is not limited to, repair of any and all damage, correction of any interferences with highway drainage, restoration of survey monuments and traffic control devices, and all required grading and seeding. All rubbish and debris shall be immediately removed from the work area, to the satisfaction of the Department.
8. The permitted work shall be subject to inspection at any time by the Department. The Department shall be reimbursed by the permittee for any additional inspection required under the Special Provisions of this permit. All work shall be in conformity with the permit requirements including location and depth or height, and current government and Industry standards. The permittee shall provide satisfactory evidence to the Department that the work was performed, and the utility located, as required by this permit.
9. A copy of this permit, complete with special provisions, plans and traffic control requirements, shall be kept at the work site at all times when work is in progress.
10. This permit shall not be deemed or considered an exclusive right, and shall not prohibit the Department from using any of its highways, streets, or public places or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered. This permit shall not prohibit the Department from granting other permits or franchise rights of like or other nature to other public or private utilities. The Department reserves the right to make at any time such modification, addition, repair, relocation, or removal of an existing encroachment(s) or its appurtenances or any encroachment(s) or subject(s) authorized by this permit within the highway right-of-way as may be necessary to permit the relocation, reconstruction, widening, and maintenance of the highway and/or to provide proper protection to life and property on or adjacent to the highway. Said change or removal shall be made at the sole expense of the permittee, or its successors and assigns. All such modifications, relocation, or removal by the permittee shall be done in such a manner as will cause the least interference with the traveling public or any of the Department's work.
11. The Department may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if the permittee fails to comply with any or all of its provisions, requirements, or regulations as herein set forth or through willful or unreasonable neglect, fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity herewith.
12. The permittee shall maintain at its sole expense the structure or subject for which this permit is granted.
13. If trench or pavement settlement should occur, or any other kind of displacement, due to the work covered under this permit, within two years from the date of installation, repairs shall be made by the permittee as directed by the ITD Authorized Representative at no cost to the Department. If the permittee fails to make the necessary repairs, the Department will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claims have been settled.
14. Any modification or addition to, or removal or relocation of, work granted by this permit may require a new permit for approval by the ITD Authorized Representative. All work within the highway right-of-way shall be documented on as-built drawings and submitted to the District within 30 days of completion of work.

Also see attached Special Provisions

District Staff Review									
Review	Reviewer's Signature	Date	Recommend		Review	Reviewer's Signature	Date	Recommend	
			Yes	No				Yes	No
Traffic			☐	☐	Planner			☐	☐
Maintenance			☐	☐	Permit Coord			☐	☐
Design			☐	☐	Construction			☐	☐
Property Mgmt			☐	☐				☐	☐
Appeal Review									
Review	Reviewer's Signature	Date	Recommend		Review	Reviewer's Signature	Date	Recommend	
			Yes	No				Yes	No
Local Agency			☐	☐	CE			☐	☐
DTE			☐	☐	Hearing Officer			☐	☐
DE			☐	☐	Director			☐	☐
STE			☐	☐	Board			☐	☐

*Attach reason(s) for denial and/or recommendations for variance.



Instructions For Completing ITD 2110, Right-Of-Way Encroachment Application And Permit - Utilities

You may be able to expedite the application process and reduce site designing and engineering costs by requesting a pre-application conference with the Idaho Transportation Department (ITD). Contact your local ITD District Office and ask to speak with the Permits Coordinator to schedule a meeting.

<u>District 1</u>	<u>District 2</u>	<u>District 3</u>	<u>District 4</u>	<u>District 5</u>	<u>District 6</u>
600 W. Prairie Ave. Coeur d'Alene, Idaho 83815-8764 (208) 772-1200	P.O. Box 837 Lewiston, Idaho 83501-0837 (208) 799-5090	8150 Chinden Blvd. Boise, Idaho 83714-8028 (208) 334-8300	216 S. Date St. Shoshone, Idaho 83352-0820 (208) 886-7800	5151 S. 5th Ave. Pocatello, Idaho 83205-4700 (208) 239-3300	206 N. Yellowstone Ave. Rigby, Idaho 83442-0097 (208) 745-7781
Counties served: Benewah, Bonner, Boundary, Kootenai, Shoshone	Counties served: Clearwater, Idaho, Latah, Lewis, Nez Perce	Counties served: Ada, Adams, Boise, Canyon, Elmore, Gem, Owyhee, Payette, Valley, Washington	Counties served: Blaine, Camas, Cassia, Custer, Gooding, Jerome, Lincoln, Minidoka, Twin Falls	Counties served: Bannock, Bear Lake, Bingham, Caribou, Franklin, Oneida, Power	Counties served: Bonneville, Butte, Clark, Custer, Fremont, Jefferson, Lemhi, Madison, Teton

- The form initially serves as an **application** to install a **utility facility** within the State's right-of-way. If approved, the completed form becomes a **permit**. Applicant shall anticipate 30 days from submission of a completed application for ITD review and/or approval. An incomplete application will delay processing.
- Please print (in ink), type, or complete the application electronically in Adobe Pro. The form must be signed by Applicant or an Authorized Representative.
- Read and understand these instructions and all of the General Provisions on page 2 of the form. These requirements apply to all utility permits. Additional special provisions may be conditions of the final approved permit.
- Complete each item in the shaded area of the form under "Applicant Information." If you require any assistance, or additional information, please contact your area permit coordinator.
- Include the following with your application:
 - ☐ \$50 non-refundable application fee.
 - ☐ A vicinity sketch which includes north arrow, Section, Township and Range.
 - ☐ Plans or drawings showing proposed work, installation location with offsets from the centerline of the Highway, location of all existing utilities within the work area with offsets from the centerline of the Highway, trench details (24-inch minimum width). Applicant shall contact ITD for roadway alignment or highway project plans.
 - ☐ Traffic Control Plan - drawn and signed by a certified Traffic Control Supervisor, include certification number.
 - ☐ Standard Details or Shop Drawings if proposing to attach a facility to any structure(s) within the right-of-way.
- Upon receipt of a complete application:
 - A. ITD will review the application, discussing with appropriate staff. The application may be approved as submitted, approved with conditions, or denied.
 - i. If application is approved, or approved with conditions, a copy of the permit will be transmitted to the Applicant electronically (unless Applicant elects to receive via "paper" on page 1 of application) along with any special provisions that must be adhered to. Applicant must notify the ITD Maintenance Foreman at least five (5) days prior to installation start date. Foreman will email the Applicant with an approved date to commence work. Afterwards, the Applicant may (if required) transmit their road/lane closure information to ITD's 511 Traffic and Traveler Information contact person.
 - ii. All work associated with the permit shall be completed within one year of Department's approval date. Prior to expiration of permit, the Applicant may request a one-time 6-month extension. This request must be made in writing to the Permits Coordinator.
 - iii. All permitted work shall be available for final inspection within thirty (30) days after construction is complete, unless otherwise stated in the special provisions of the permit.
 - iv. Upon completion of work, Applicant shall contact and coordinate with the Foreman for a final inspection of the work. The contact information for the Foreman will be included in the permit documentation.
 - v. Failure to complete all work in accordance with the requirements of the permit and receive final approval within the allotted time will render the permit invalid.
 - B. If application is denied, notification will be made to the Applicant via US Certified Mail. Reason(s) for denial and the process for appeal will be outlined in the notification letter.

8. MAXIMUM LENGTH OF WATER MAIN AND PIPE DETENTION SHALL BE OBTAINED FROM THE MANUFACTURER AND SUBMITTED TO THE DIVISION OF RECORD AND CITY ENGINEER PRIOR TO CONSTRUCTION WHERE LAYING CONDITIONS REQUIRE IT. DETENTION SHALL BE LIMITED TO 10 HOURS.

9. ALL THREAT DETENTION IN EXCESS OF LIMITS SPECIFIED BY THE MANUFACTURER OF A THROAT-SLOPED FITTING SHALL BE USED.

10. ALL THREAT BLOWING SHALL BE FLOWED IN PLACE AGAINST UNDETERMINED OR THROAT-SLOPED FITTINGS AND CONFORM TO THE FOLLOWING:

a. ALL WATER MAINS OF 16 INCHES AND OVER SHALL BE FLOWED WITH THE PORTLAND CEMENTS AND APPROPRIATE SIZES OF SAND TESTED AT 100 PSI FOR A MINIMUM OF 2 HOURS, BACTERIA TESTED AND APPROVED, IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS.

b. ALL WATER MAINS OF 12 INCHES AND UNDER SHALL BE FLOWED WITH THE PORTLAND CEMENTS AND APPROPRIATE SIZES OF SAND TESTED AT 100 PSI FOR A MINIMUM OF 2 HOURS, BACTERIA TESTED AND APPROVED, IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS.

c. ALL BACTERIA TESTS SHALL BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEERING DIVISION AND CITY WATER DIVISION, PRIOR TO OPERATING VALVES TO PUT NEW MAINS INTO SERVICE.

11. ALL WATER MAIN TAPS SHALL BE A MINIMUM OF 18 INCHES PART AND 16 INCHES FROM THE END AND STAB END OF THE MAIN.

STANDARDS SHALL BE PLACED IN CONTROLLED LIFTS UNDER A PERFORMANCE BASED METHOD, AS OUTLINED WITHIN THE SPEC.

11. EMBARKMENTS SHALL NOT BE CONSTRUCTED ON FROZEN OR SNOW-COVERED FOUNDATIONS, OR WITH THE USE OF FROZEN MATERIALS.

12. VERTICAL SURFACES SHALL BE CONSTRUCTED ON SLOPE GRATER THAN 1:1 HORIZONTAL TO 1 VERTICAL. VERTICAL SURFACES SHALL BE CONSTRUCTED WITH HORIZONTAL BRANCHES 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 SURVEY. THE BOUNDARY SURVEY SHALL BE CONDUCTED BY THE SURVEYOR AND SHALL BE SUBMITTED TO THE CLIENT WITH A CERTIFICATION OF THE FILL, ALONG WITH COPIES OF OBSERVATIONS AND TESTING.

14. IN THE EVENT THAT ANY UNDESIRABLE CONDITIONS NOT COVERED BY THESE NOTES ARE OBSERVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING SUCH CONDITIONS IMMEDIATELY IN ORDER TO PROVIDE GUARANTEE TO CONTRACTOR.

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 DCMO RULES FOR WASTE WATER. (DMPA 56.01.016).

10. FLOOD TESTING OF ALL SWALES SHALL BE CONDUCTED PRIOR TO FINAL ACCEPTANCE IF REQUIRED BY THE CITY ENGINEER.

NOTES

HDPE FITTINGS

- [illegible]

ACCEPTANCE OR MATERIAL

[illegible]

INSTALLATION OF TRACER WIRE

WHEN TRACER WIRE IS REQUIRED, THE CONTRACTOR SHALL INSTALL ALONG THE ENTIRE SECTION OF PIPELINE PER LOCAL AND

TRENCHLESS OR PULL-IN INSTALLATION METHODS

FOR HORIZONTAL DIRECTIONAL DRILLING (HDD), REFER TO ASTM F1962.
PII TR-46, PPI PE HANDBOOK (CHAPTER 12) AND
WWW.PPI-PE.COM. ENSURE THE BEND RADIUS OF THE PIPE IS
NOT EXCEEDED. MAXIMUM PULL STRENGTH OF THE PIPE SHALL NOT
BE EXCEEDED. CONTRACTOR TO USE EQUIPMENT WITH LESS PULL
STRENGTH CAPACITY OR USE A STRAIN GAUGE TO ENSURE MAXIMUM
PULL STRENGTH IS NOT EXCEEDED.

BUTT FUSION

THE PIPE SHALL BE JOINED BY THE BUTT FUSION PROCEDURE OUTLINED IN ASTM F 2620, OR PIPE TR-33. A RECORD OR CERTIFICATE OF TRAINING FOR THE FUSION OPERATOR MUST BE PROVIDED THAT DOCUMENTS TRAINING TO THE OPERATIONALS OF ASTM F 2620. CONSIDERATIONS SHOULD BE GIVEN TO AND PROVISIONS MADE FOR PREHEATING, PREHEATING, OR WELD, WHICH IS ACCEPTED BY THE OWNER/ENGINEER. ALL HOPE FUSION EQUIPMENT OPERATORS SHALL BE QUALIFIED TO THE PROCEDURE USED TO PERFORM PIPE JOINING. TRAINING ON ALL FUSION EQUIPMENT EMPLOYED ON THE PROJECT, TRAINING RECEIVED MORE THAN TWO YEARS PRIOR TO OPERATION WITH NO EVIDENCE OF ACTIVITY WITHIN THE PAST 6 MONTHS SHALL NOT BE ACCEPTED. CURRENT, TERROR FUSION BEAD TO BE REARED PRIOR TO INSTALLATION.

TESTING AND LEAKAGE

THE CONTRACTOR SHALL INSURE TESTING CAN BE ACCOMPLISHED IN A SAFE MANNER, INCLUDING PROTECTION OF PERSONNEL, EQUIPMENT, AND THE PUBLIC. THE CONTRACTOR SHALL FURNISH ALL NECESSARY TESTING EQUIPMENT, INCLUDING TEST RESTRAINTS, COMPONENTS, AND TEST EQUIPMENT AS REQUIRED, ALL PUMPS, VALVES, TEMPORARY CONNECTIONS, METERS, GAUGES AND OTHER MEASURING DEVICES SHALL BE FURNISHED, INSTALLED AND OPERATED BY THE CONTRACTOR AND ALL SUCH EQUIPMENT AND DEVICES AND THEIR INSTALLATION SHALL BE APPROVED BY THE OWNER'S ENGINEER.

THE TEST PRESSURE SHALL BE 1.5 TIMES THE OPERATING PRESSURE, BASED ON THE LOWEST POINT IN ELEVATION IN THE TEST SECTION

TEST PRESSURES REQUIRE CONSIDERATION OF THERMAL CONDITIONS. POLYETHYLENE PIPING MATERIALS ARE TYPICALLY PRESSURE RATED AT 73°F (23°C) AND PE PIPING AT TEMPERATURES GREATER THAN 80°F (26°C) REQUIRE REDUCED TEST PRESSURES. (NOTE THAT HIGHER PIPE TEMPERATURES SHOULD CONSIDER BOTH AMBIENT TEMPERATURES AND RADIANT SOLAR HEATING OF EXPOSED BLACK HDPE PIPE). GUIDANCE FOR ELVATED TEMPERATURES CAN BE FOUND IN THE APPENDIX OF CHAPTER 3 (MATERIAL PROPERTIES).

1. PRESSURE PIPELINES—PRESSURE TESTING SHALL BE CONDUCTED IN ACCORDANCE WITH THE FOLLOWING STANDARDS AND SYSTEMS: (FIELD TESTING OF POLYETHYLENE PRESSURE PIPING SYSTEMS USING HYDROSTATIC TESTING), AWWA MS CHAPTER 9, AND PPI HANDBOOK OF POLYETHYLENE PIPE CHAPTER 2 (2ND EDITION). PNEUMATIC (COMPRESSED AIR) LEAKAGE TESTING OF HOPE PRESSURE PIPING IS PROHIBITED FOR SAFETY REASONS.

THE SECTION OF PIPE TO BE TESTED SHALL BE FILLED WITH POTABLE OR GENERALLY CLEAN WATER (UNCONTAMINATED RIVERS/LAKE WATER) APPROVED BY THE OWNER/ENGINEER. WHILE TESTING, THE WATER SHALL BE KEPT CLEAN AND CHANGED CAREFULLY AND COMPLETELY EXHAUSTED.

IF THE CONTRACTOR ELECTS TO PERFORM HYDROSTATIC TESTING AGAINST VALVES IN AN EXISTING DISTRIBUTION SYSTEM, IT DOES SO AT HIS OWN RISK AND WILL BEAR THE COST OF ANY DAMAGES TO THE EXISTING VALVE, PIPING SYSTEM, PRIVATE OR PUBLIC.

THE TEST PROCEDURE FOR HOPE PIPE CONSISTS OF TWO STEPS: 1) THE INITIAL PHASE OR EXPANSION PHASE AND 2) THE TEST PHASE. DURING THE INITIAL/EXPANSION PHASE, SUFFICIENT MAKE-UP WATER SHALL BE ADDED HOURLY FOR 3 HOURS TO RETURN TO THE TEST PRESSURE. DURING THE TEST PHASE, THE EXPANSION PHASE PRESSURE IS REDUCED BY 10 PSI TO TEST PHASE PRESSURE AND MONITORED FOR AT LEAST ONE HOUR (3 HOURS MAXIMUM).

UNDER NO CIRCUMSTANCES SHALL THE TOTAL TIME UNDER TEST EXCEED EIGHT (8) HOURS. IF THE TEST IS NOT COMPLETED DUE TO LEAKAGE, EQUIPMENT FAILURE OR ANY OTHER REASON, DEPRESSURIZE THE TEST SECTION AND PERMIT THE SYSTEM TO "RELAX" FOR EIGHT (8) HOURS PRIOR TO THE NEXT TESTING SEQUENCE.

IN ACCORDANCE WITH SECTION 9.8 OF ASTM F 2164, THE PIPE SHALL PASS IF THE FINAL PRESSURE IS WITHIN 5% OF THE TEST PHASE PRESSURE FOR THE TESTING PERIOD (3 HOURS MAXIMUM). IF THE TEST SECTION FAILS THIS TEST, THE CONTRACTOR SHALL REPAIR OR REPLACE ALL DEFECTIVE MATERIALS AND/OR WORKMANSHIP AT NO ADDITIONAL COST TO THE OWNER.

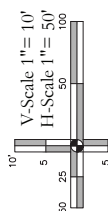
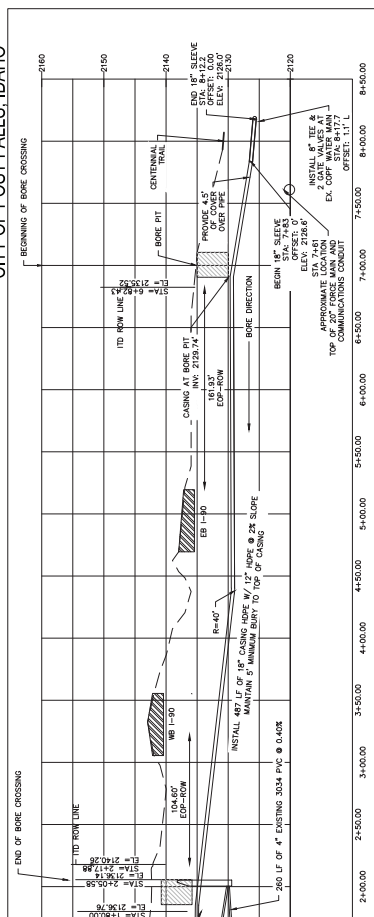


FREEWAY CROSSING PLANS FOR LANDMARK PLACE WATER MAIN

NO BOUNDARY SURVEY

PROPERTY LINES SHOWN ARE APPROXIMATE. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY BY ACE SOLUTIONS.

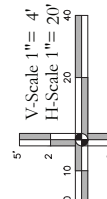
CITY OF POST FALLS, IDAHO



FREEWAY CROSSING PLANS
LANDMARK PLACE
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

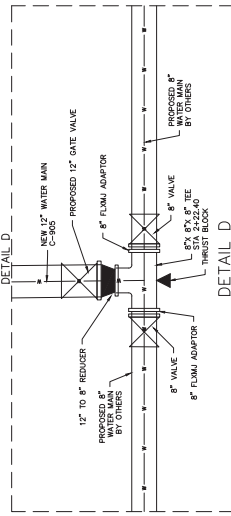
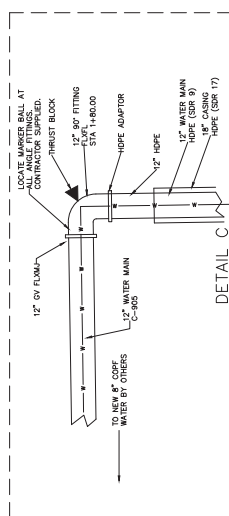
CROSSING		FREEWAY		SHEET TITLE:		19-029	
CHECKED BY: RGS & GH		DRAWN BY: SDB		PROJECT NO: 19-029		DATE: 3/14/20	
DATE: 3/14/20		MARK		ISSUE DATE: 10/5/20		MARK	
DESCRIPTION							

TRANSITION WATER MAIN

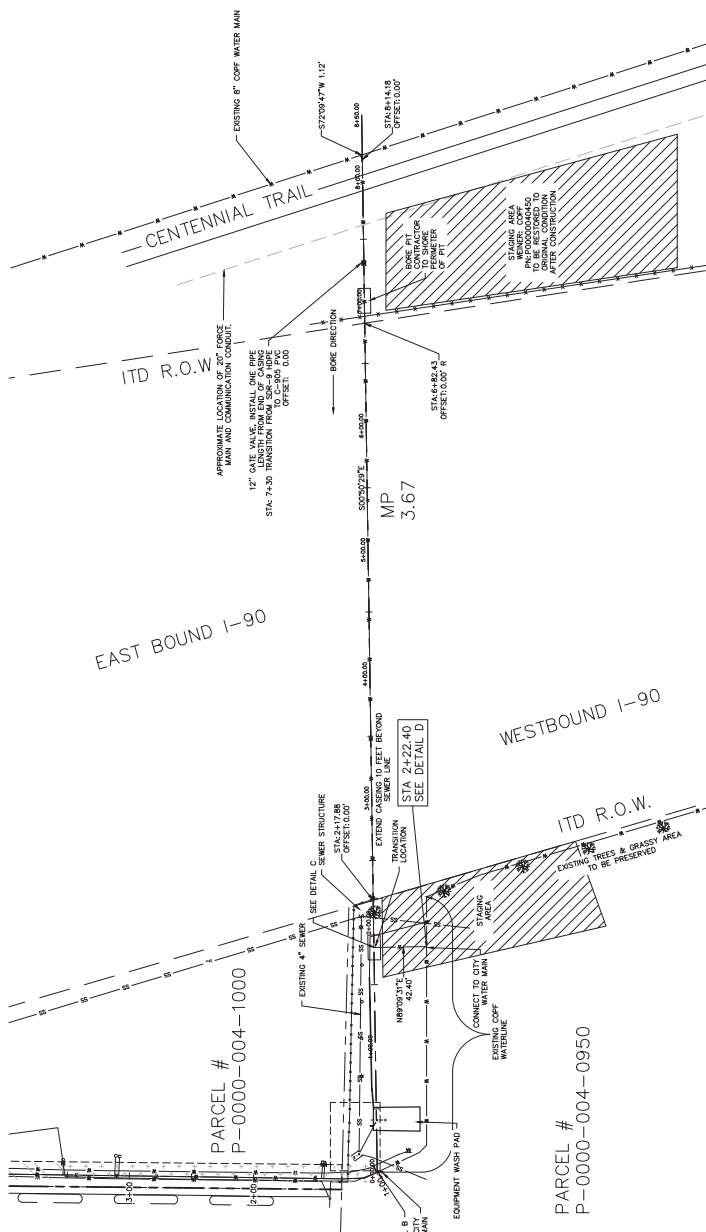
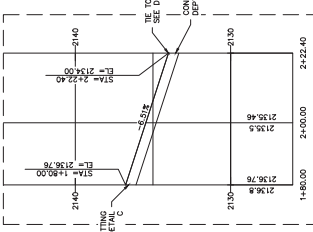


LEGEND

	PROPERTY BOUNDARY
	RIGHT-OF-WAY
	MAJOR CONTOUR
	MINOR CONTOUR
	FENCE
	OVERHEAD ELECTRIC LINE
	WATER PIPE
	SANITARY SEWER PIPE
	WATER VALVE



12" PIPE PROFILE
TIE TO PROPOSED 8" LINE



SITE PLAN

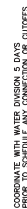
CITY OF POST FALLS, IDAHO

DATUM: NAVD 88 GEOID 09
CONTOUR INTERVAL: 2 FOOT

City Engineer Date

61 N Thornton St, Suite C,
Idaho 83854
PHONE:(208)777-1854
FAX:(208)777-2128
www.acesolutions.pro

***FREEMAY CROSSING PLANS
LANDMARK PLACE
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO***

C2

PROPERTY BOUNDARY	---
RIGHT-OF-WAY	---
MAJOR CONTOUR	---
MINOR CONTOUR	---
FENCE	X X
OVERHEAD ELECTRIC LINE	—O—
WATER PIPE	—W—
SANITARY SEWER PIPE	—SS—
WATER VALVE	W

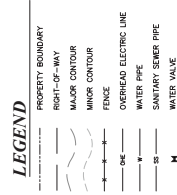
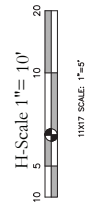
CITY OF POST FALLS, IDAHO

PROPERTY LINES SHOWN ARE APPROXIMATE. THIS
MAP DOES NOT REPRESENT A BOUNDARY SURVEY
BY ACE SOLUTIONS.

DATUM: NAVD 88 GEOID 09
CONTOUR INTERVAL: 2 FOOT

Approved By:

City Engineer	Date
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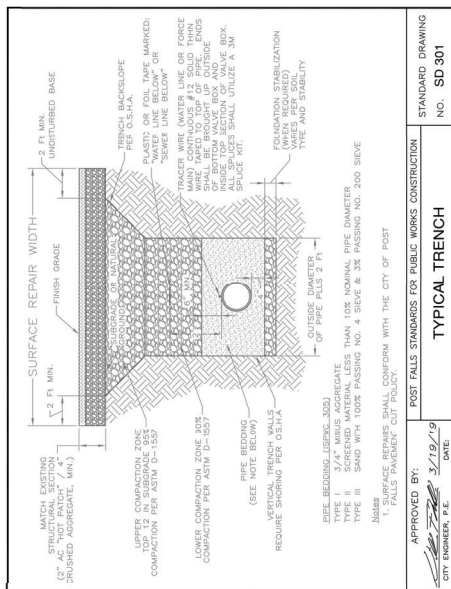
FREEMAN CROSSING PLANS
LANDMARK PLACE
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

ACE SOLUTIONS
Advanced Consulting and Engineering Solutions
www.acesolutions.pro
761 N Thornton St, Suite C,
Idaho 83184
PHONE (208)777.1854
FAX (208)777.1218

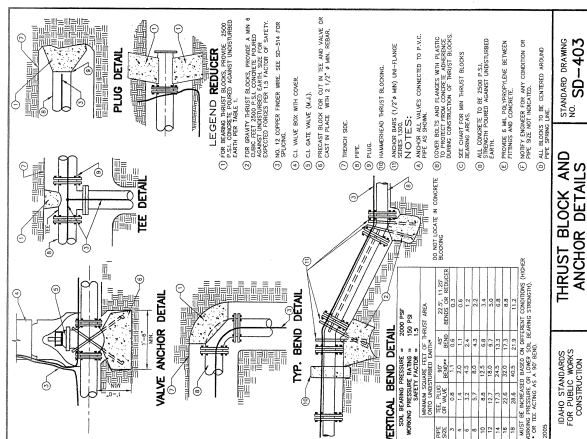
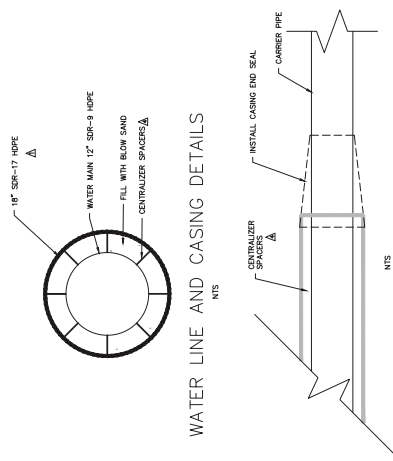
3

City of Post Falls Approval	
Approved By:	
City Engineer	Date

DATUM: NAVD 88 GEOID 09
CONTOUR INTERVAL: 2 FOOT

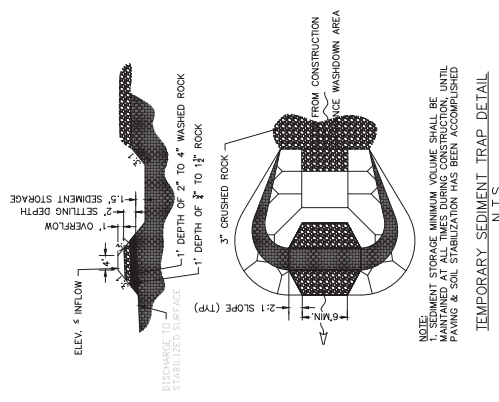


CARRIER PIPE, HDPE
18" PPE HPIE
FIELD WELDS: BUTT FUSION METHOD PER ASTM D3261
PRESSURE TESTING REQUIREMENTS
CARRIER PIPE HPIE
18" PPE HPIE
SAFE WORKING FULL STRENGTH 101, 297 LB
CARRIER PIPE O.D.: 17.873"
CASING O.D.: 15.752"
FILLING OF CASINGS: SOLVENTWETTED PEASERS
CASING JOINTS: CASING INSULATIONS, PAPS OR PPA
CASING MODEL PPA CASING INSULATIONS, PAPS OR PPA
SEALING OF CASING ENDS:
MANUFACTURER: ADVANCE PRODUCTS & SERVICES
MODEL: AM - WJOP-AROUND SEAL
YELLOW GROUTING RECOMMENDATIONS
SEE GEOTECHNICAL DESIGN MEMORANDUM BY BUNGER & ASSOCIATES



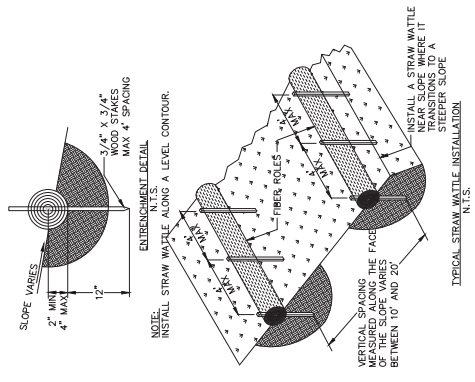
PROPERTY LINES SHOWN ARE APPROXIMATE. THIS
MAP DOES NOT REPRESENT A BOUNDARY SURVEY
BY ACE SOLUTIONS.

DATUM: NAVD 88 GEOID 09
CONTOUR INTERVAL: 2 FOOT

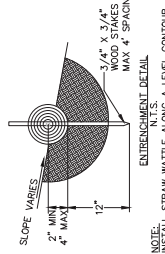


NOTE:
1. SEDIMENT STORAGE MINIMUM VOLUME SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION UNTIL PAVING & SOIL STABILIZATION HAS BEEN ACCOMPLISHED

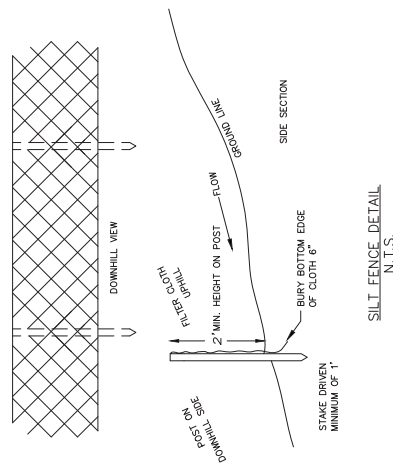
TEMPORARY SEDIMENT TRAP DETAIL
N T C



TYPICAL STRAW WATTLE INSTALLATION
N.T.S.



NOTE: ENTRENCHMENT DETAIL N.T.S.
STREAM MATTER ALONG A LEVEL CONTOUR



SILT FENCE DETAIL
N.T.S.

NOTES

City of Post Falls Approval
Approved By:
City Engineer Date

D2

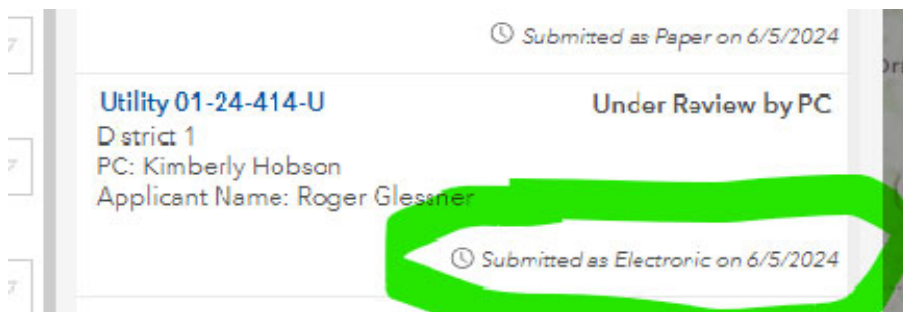
Kimberly Hobson

From: Lee Bernardi
Sent: Monday, June 10, 2024 11:02 AM
To: Kimberly Hobson
Subject: RE: Permit application 1-24-414

Oh Good! Thanks Kimberly!

From: Kimberly Hobson <Kimberly.Hobson@itd.idaho.gov>
Sent: Monday, June 10, 2024 10:58 AM
To: Lee Bernardi <Lee.Bernardi@itd.idaho.gov>
Subject: RE: Permit application 1-24-414

Hi Lee. No, it was submitted 5 days ago. See below:



I don't know why they sat on it for so long before submitting.



Kimberly Hobson
Project Coordinator
Innovation Steward
District 1
Work: 208.772.8079
Email: kimberly.hobson@itd.idaho.gov
Website: itd.idaho.gov
Work schedule: M-F 7AM- 4PM

From: Lee Bernardi <Lee.Bernardi@itd.idaho.gov>
Sent: Monday, June 10, 2024 10:54 AM
To: Kimberly Hobson <Kimberly.Hobson@itd.idaho.gov>
Subject: RE: Permit application 1-24-414

This looks acceptable to me Kimberly.

It says in the application that the planned work start date is today. Have we had this application since April 11?

From: Kimberly Hobson <Kimberly.Hobson@itd.idaho.gov>
Sent: Thursday, June 6, 2024 8:00 AM
To: Lee Bernardi <Lee.Bernardi@itd.idaho.gov>
Subject: Permit application 1-24-414

Hello Lee, can you review this for me and let me know if everything is acceptable. Breanna reviewed the traffic plan.



Kimberly Hobson
Project Coordinator
Innovation Steward
District 1
Work: 208.772.8079
Email: kimberly.hobson@itd.idaho.gov
Website: itd.idaho.gov
Work schedule: M-F 7AM- 4PM



Thank you!



PURCHASE RECEIPT

ITD Online - District 1

600 West Prairie Avenue
Coeur D Alene ID 83815
(208)772-1200
OTC Local Ref ID: 98227438
6/5/2024 07:48 AM

Your credit card or bank statement will show a charge from Idaho.gov.

Status: **APPROVED**
Customer Name: Kathleen M Landsiedel
Type: Visa
Credit Card Number: **** * 5142

Items	Quantity	TPE Order ID	Total Amount
Utility Permit - Non-Interstate (new, modify, relocate)	1	64298134	\$50.00
Applicant Name: Roger Glessner			
Business Name: ACE Solutions, LLC			
Applicant's Phone Number: 208-777-1854			
Applicant's Email Address: info@acesolutions.pro			
Total remitted to the ITD Online - District 1			\$50.00
Tyler Technologies Fee	1	64298134	\$1.25
Total Amount Charged			\$51.25

To offer the convenience of an electronic payment, a service fee has been added to your transaction.
This fee goes to our third-party provider, Tyler Technologies. ITD does not keep any portion of this fee.



Idaho Transportation Department

Permit # 1-24-414-U

Idaho Transportation Department / Permit Dept 208-772-1297



Right-of-Way Utility Inspection Form

This form serves as a utility inspection form to be filled out by the designated Area Foreman or ITD representative. This inspection shall be performed at the conclusion of the utility work to ensure any and all work has met ITD specifications and standards listed in the approved permit. Utility permits are governed by IDAPA 39.03.42 Rules Governing Highway Right-of-Way Encroachments, the General Utility Manual, and ITD Policies and Procedures.

Permit Number		Utility Company/Utility Owner
Inspected by	Date	Foreman Area

☐ In Compliance – All work subject to the terms, conditions, and provisions of the above referenced permit has been completed to ITD standards and specifications.

Area Foreman or ITD Representative's Signature

☐ Non-Compliance - the following specifications will need to be restored, repaired, and/or completed:

- ☐ Ground to be reseeded/restored
- ☐ Drainage to be restabilized
- ☐ Patchwork to be restored to ITD specifications
- ☐ Trench, bore, or pit to be filled
- ☐ Road or sidewalk to be repaired
- ☐ Conduit, casing, or pipe to be repaired/restored
- ☐ Utility to be relocated according to utility plans, ROW plans, and/or ITD specifications
- ☐ Re/establish any Americans with Disabilities Act (ADA) Accessibility Guidelines
- ☐ Other: _____

Additional comments:

Area Foreman or ITD Representative's Signature

General Utility Manual Section 310.00: If a Utility continues to be in non-compliance with the conditions of the utility permit or continues to use unsafe work manners, the District may revoke the Utility's permit. In drastic instances, ITD may refrain from issuing any additional permits to the offending Utility until the situation is rectified.

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 10/21/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl, Utility Manager
SUBJECT: Drinking Water System Master Plan Contract

ITEM AND RECOMMENDED ACTION:

This item is a contract with Welch-Comer Engineers to complete a Water System Master Plan. Approval of this item will authorize the Mayor to sign the consultant contract on behalf of the City.

DISCUSSION:

The most recent Water System Master Plan was completed in 2017. Major elements of the existing plan have been completed, including the addition of two new source wells, the rehabilitation of two aged well houses, and completion of pipeline replacement projects. There were also portions of the existing plan which were not implemented due to observed shifts in development trends. There has been less industrial development in the northwest portion of town than anticipated while residential infill has occurred at a pace greater than anticipated. Adapting to these development shifts along with the aging financial planning, water pressure, and system modeling information in the existing plan highlight the need for the next master planning effort to begin.

City staff requested a statement of qualification from several local consultants. Interviews occurred and through that process Welch-Comer was selected as the preferred consultant for this project. Welch-Comer is a local engineering firm with broad experience completing similar master planning efforts for municipalities. The proposed contract was negotiated with Welch-Comer to cover the base technical, financial, and managerial efforts necessary to properly operate the water system over a 20-year planning horizon. Hydraulic modeling, equipment abandonment planning, pressure zone analysis, and emergency planning are also focus areas to be evaluated. The full scope is available for review as Exhibit A of the contract, attached.

The Post Falls Consultant Contract template was used as a starting point for scope negotiations. The contract as presented has been reviewed by the city's legal staff and found acceptable.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Cost not to exceed \$314,600

BUDGET CODE:

753-462.3204.95500 Water Master Plan Update E & D

ATTACHMENTS:

1. 20251021 Council Presentation Water System Master Plan Contract
2. 101325 Drinking Water Master Plan Agreement

Drinking Water System Master Plan Contract

Craig M. Borrenpohl
Utilities Manager
October 21, 2025



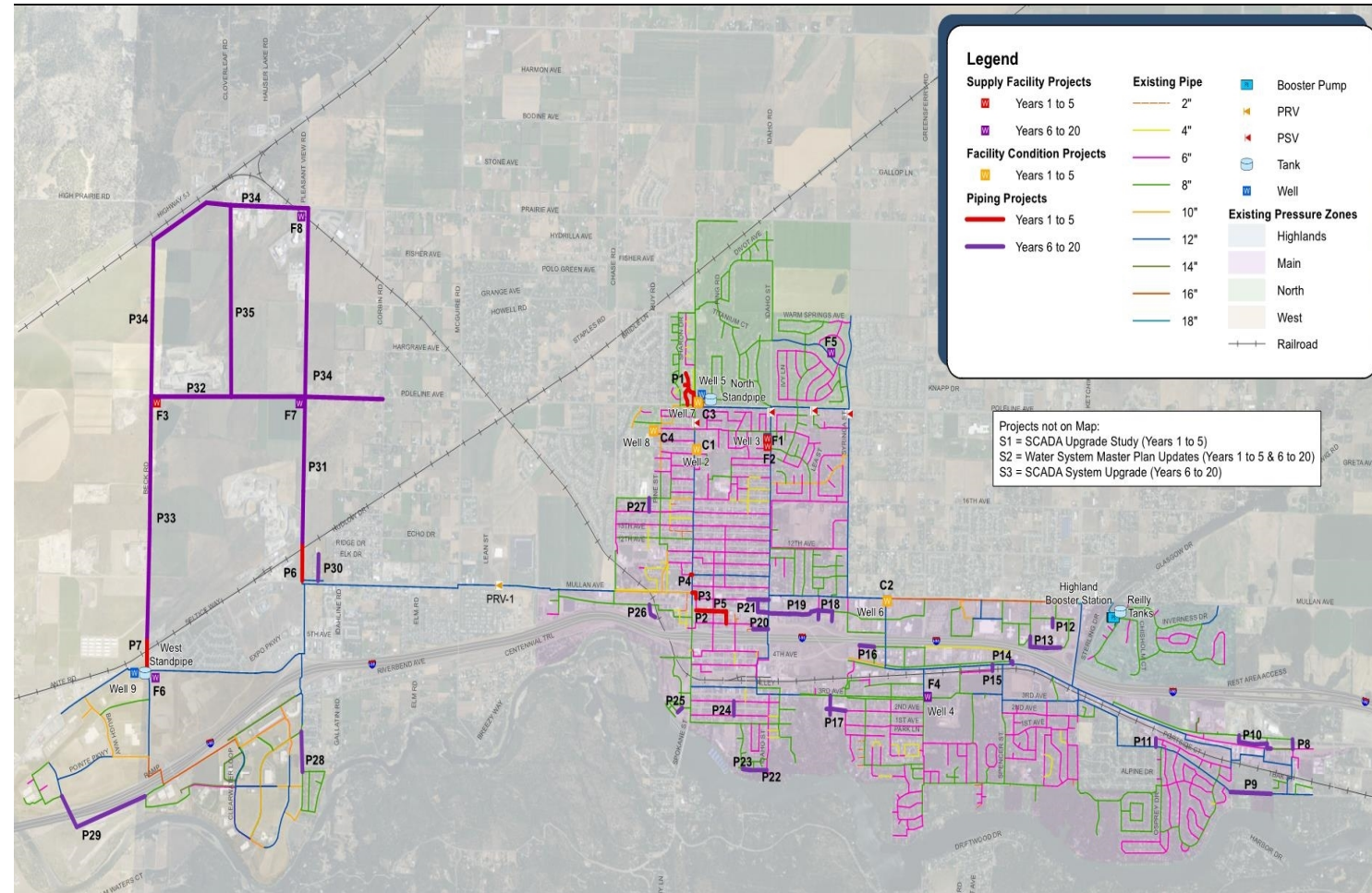
Master Plan History

- Existing Master Plan completed 2017.
- Since adoption of existing plan:
 - 2 new source wells
 - Well 10 at Police Dept. Site
 - Well 11 at West Standpipe
 - Well 3 rehabilitation
 - Well 4 rehabilitation (in progress)
 - Recommended pipe replacement
 - Ongoing



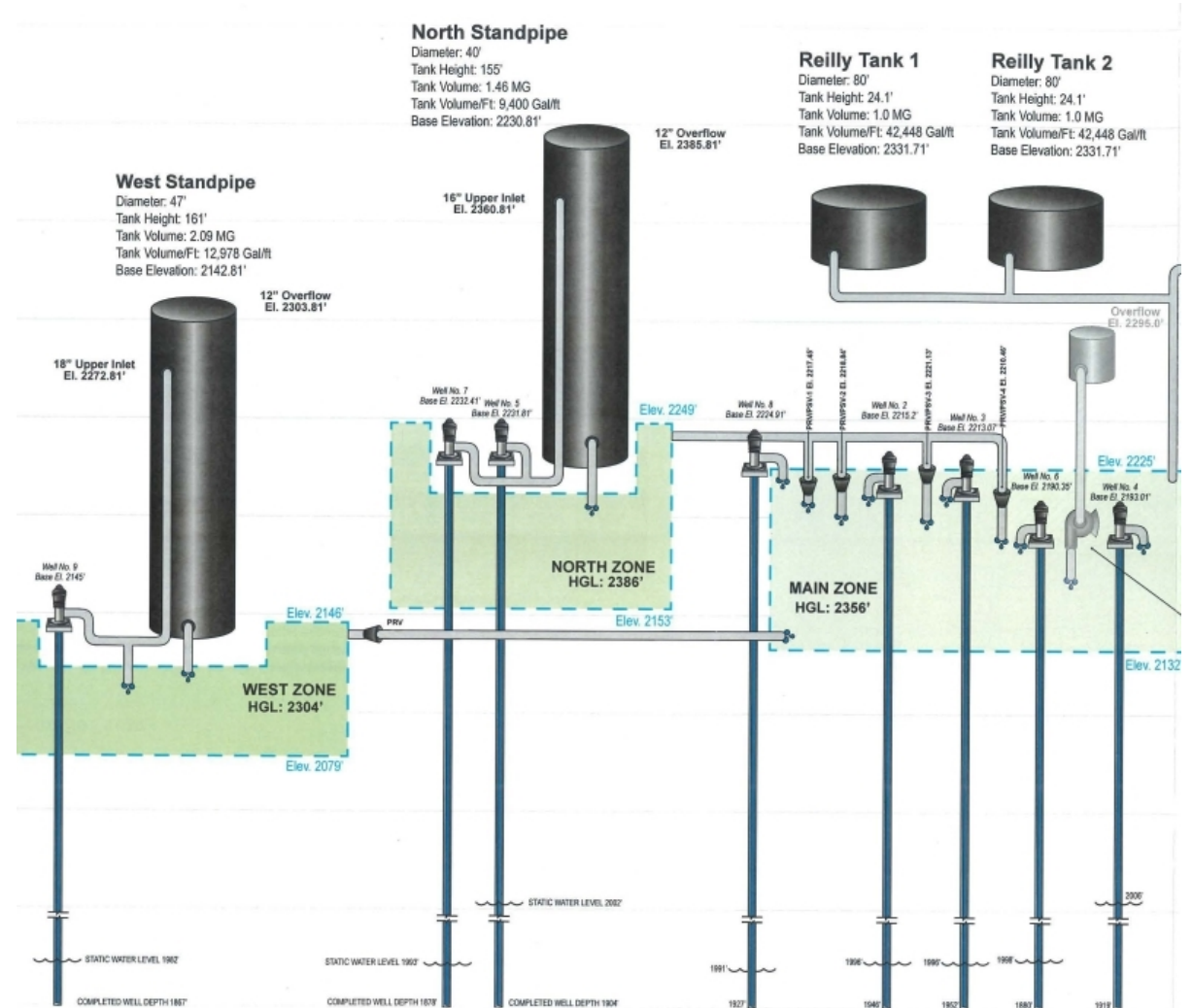
Master Plan History

- Anticipated development trends differed from realized growth.
- Hydraulic modeling has changed.
- Emergency operation scenarios have identified weaknesses.



Further Needs of Master Plan

- Condition Assessment
- Hydraulic Modeling
- Demand Forecasting
- Capital Improvement Plan
- Financial Plan



Consultant Selection



Utilized consultant roster, conducted interviews, consensus for Welch Comer.

Financials

Scope with Welch Comer:	\$286,000
10% Contingency:	\$ 28,600
Authorization Request	\$314,600

Project to be funded through “Water Master Plan Update E & D”

G/L Code 753-462.3204.95500

Questions



CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls [Engineering]
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: John Beacham, City Public Works Director. Phone: (208) 457-3374.
Email: jbeacham@postfalls.gov

City Project Manager: Craig Borrenpohl, City Utilities Manager. Phone: (208) 262-7374.
Email: cborrenpohl@postfalls.gov

CONSULTANT:

Welch Comer & Associates, Inc
330 E Lakeside Ave, Ste 101, Coeur d'Alene, ID 83814
Firm Project Manager: Ashley Williams, P.E., Sr. Project Manager. Phone: (208) 664-9382
Email: awilliams@welchcomer.com

THIS AGREEMENT made and entered into by and between the City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the “**City**,” and Welch Comer & Associates, Inc having offices for the transaction of business at 330 E Lakeside Ave, Ste 101, Coeur d’Alene, ID 83814 hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “Parties.”

WITNESSETH:

WHEREAS, the City wishes to develop an update to the 2018 Drinking Water Master Plan.

WHEREAS, the Consultant has been selected by the City to prepare such.

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

ARTICLE 1. SUBJECT AND PURPOSE

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

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. PROJECT LOCATION: This project will be in the City of Post Falls.

2.2. SCOPE/STATEMENT OF WORK: The Consultant will provide the professional services described in the Scope of Services attached hereto as **Exhibit "A"**, which is incorporated herein by reference. All services required hereunder will be performed by the Consultant or under the Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services. The Consultant must coordinate work with the City Project Manager or their representative.

2.3. PERSONNEL: The Consultant represents that it has or will secure all personnel required to perform its services at its own expense under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. It is expected that the Project Manager and other key employee(s) upon which the Consultant based its qualifications to perform the work will be the ones who perform the services on behalf of the Consultant. The Consultant may not replace the Project Manager or other key employee(s) without obtaining the City's approval, which the City will not unreasonably withhold. The written request for substitution must describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the Request for Qualification's criteria section dealing with the competence of personnel and any relevant specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that the City may request, the City may, at its sole option: (1) approve the Consultant's request in writing; or (2) deny the Consultant's request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) terminate this Agreement for cause and remove the Consultant from the project.

2.4. ASSIGNABILITY: The Consultant may not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. However, claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. The Consultant must provide notice of any such assignment or transfer promptly to the City. Likewise, the Consultant may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

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

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

ARTICLE 3. COMPENSATION

3.1. **BASIS OF COMPENSATION:** Consultant will be paid at an hourly and lump sum rate based on the rates listed in the budget section of **Exhibit “C”**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$286,000 without a change order approved in writing by both parties. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C..

3.2. **REIMBURSABLE EXPENSES:** Reimbursable expenses must have the prior written approval of the City. The amounts payable to Consultant for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external expenses allocable to the Project, including Consultant's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.15. Exhibit C amount shall not be exceeded without a contract amendment.

3.3. **EXCLUSIONS FROM COMPENSATION:** Except as otherwise provided in this Agreement, the City shall not offer any additional compensation, payment, use of facilities, service, or other value to the Consultant in connection with the performance of this Agreement. The parties understand and agree that except as otherwise provided in this Article, administrative overhead, and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement, including but not limited to fees, licenses, and permits, have already been included in the computation of the Consultant's price and may not be charged to the City.

3.4. **TIME OF PAYMENT:** Payments will be made monthly based on an invoice for services rendered and costs incurred during the previous month. Each invoice will contain the project or contract number and be sequentially numbered beginning with “Pay Request 1”. The invoice will be addressed to the Project Manager at the above address. The invoice will be paid within thirty (30) days of receipt by the City, contingent upon review and authorization by the City's Contract Administrator and Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

3.5. **METHOD OF PAYMENT:** The City, in its sole discretion, may elect to make payment by warrant (check), Automated Clearing House (ACH), The pricing submitted by the Consultant and accepted by the City includes applicable payment terms and any fees incurred by the Consultant through their financial institutions in taking any of the above-referenced payment methods. No additional fees or charges to the City shall apply unless otherwise pre-approved by the City.

3.6. **FINAL INVOICE:** For the Parties to close their books and records, the Consultant will state “final invoice” or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will be closed and any budget balances deleted, the Consultant agrees that any further charges not adequately included on this or previous billings will be waived in their entirety. Final payment of any balance due the Consultant shall be made promptly upon verification by the City, contingent upon receipt of all bidding and construction documents, plans, maps, notes, reports, and other related documents required under the Agreement.

ARTICLE 4. INSURANCE

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

4.2. GENERAL LIABILITY INSURANCE: The Consultant must have Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, and fire damage. The General Liability Insurance must state that the City of Post Falls, its officers, agents and employees, and any other entity required explicitly by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

4.3. AUTOMOBILE INSURANCE: The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without forty-five (45) days prior written notice to the City of Post Falls.

4.4. WORKERS COMPENSATION: The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting from such failure, either by compensation or additional premium liability.

4.5. PROFESSIONAL LIABILITY INSURANCE: The Consultant will carry Professional Liability insurance coverage in the minimum amount of this Agreement or \$1,000,000.00, whichever is more.

4.6. FAILURE TO COMPLY: Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the

required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

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

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

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

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

ARTICLE 6. INDEMNIFICATION

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

6.2. PROFESSIONAL LIABILITY: The Consultant's professional liability to the City (including Consultant's officers, directors, employees, and agents) is limited to the amount payable under this Agreement or one million dollars (\$1,000,000), whichever is more. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims, or actions identified under any legal theory related to the Consultant's services under this Agreement and any continuation or extension of such services.

6.3. U.C.C., LIENS, ETC. The Consultant's indemnification shall expressly include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code or other statutory or contractual liens or rights of third parties, including taxes accrued or accruing as a result of this Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. CITY OWNS INSTRUMENTS OF SERVICE: Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title, and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others, which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed or this Agreement is canceled before expiration.

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, titles, and interests to the Materials. Upon request of the City, the Consultant will execute all papers and perform all other acts necessary to assist the City in obtaining and registering copyrights, patents, or other forms of protection provided by law for the Materials, such work being at additional expense to the City. The Materials created under this Agreement by the Consultant, its employees, or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in a paper, electronic, or another form, shall be remitted to the City by the Consultant, its employees, and any subcontractors, and the Consultant shall not copy, reproduce, allow, or cause to have the Materials copied, imitated or used for any purpose other than the performance of the Consultant's obligations under this Agreement without the prior written consent of the City except that the Consultant may retain copies necessary for record-keeping, documentation and other such business purposes related to the Agreement.

7.3. STANDARD ELEMENTS: The preceding shall not be construed to mean that the City shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the ordinary course of its business. The City further waives any claim against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after completing the work

provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option) the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringes upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments, and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise. In that case, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

7.5. FINDINGS CONFIDENTIAL: Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

7.6. MAINTENANCE OF RECORDS: The Consultant will maintain, for at least three (3) years after completion of this Agreement, all relevant records concerning this Agreement. The Consultant shall make available to the City, at any time during their regular operating hours, all records, books, or pertinent information which the Consultant shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be necessary for funding the services contracted for herein.

7.7. APPROVAL OF DOCUMENTS: The City's approval of documents resulting from the services provided by the Consultant does not relieve the Consultant from its responsibility to comply with the standard of care for the performance of its services outlined in this Agreement.

7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS: The Consultant shall ensure that the substance of the preceding subsections is included in each subcontract for the work under this Agreement.

ARTICLE 8. GENERAL CONDITIONS

8.1. PAYMENT OF TAXES: This Agreement is for the employment of the Consultant as an independent contractor. The Consultant acknowledges that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement, including but not necessarily limited to income and social security taxes.

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

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

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

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

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

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

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

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

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

the terms and conditions of this Agreement are declared severable.

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

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

8.13. INTEREST OF CONSULTANT: The Consultant covenants that they presently have no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, the Consultant shall employ no person having any such interest.

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

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

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

8.17. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO: The clauses in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City's support or opposition to these clauses nor acknowledgment by the City that these

clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the “Anti-Boycott Against Israel Act” (Idaho Code 67-2346).
- b. **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.
- c. **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
- d. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

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

1. This Agreement; and
2. Exhibit “A” Scope of Work; and
3. Exhibit “B” Nondiscrimination Requirements; and
4. Exhibit “C” Payment

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____

Shannon Howard
City Clerk

Date: October ____, 2025

CONSULTANT

Necia Maiani

Necia Maiani, P.E., Vice President
Welch Comer & Associates, Inc

Date: September 30, 2025

State of Washington)

: ss

County of Spokane)

I certify that I know or have satisfactory evidence that Necia Maiani
appeared before me and acknowledged that they signed this instrument and acknowledged it to be their
free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/30/2025



Lina Turner
Notary Public for the State of Washington
Residing at: Post Falls, ID
My appointment Expires: 12/1/2026

Exhibit A

City of Post Falls

Drinking Water Master Plan

Scope of Work

1. Project Description

- A. OWNER: City of Post Falls
- B. ENGINEER: Welch Comer & Associates, Inc.
- C. PROJECT: Drinking Water Master Plan
- D. DESCRIPTION: The City of Post Falls (“City” or “Owner”) wishes to update the City’s 2018 Water System Master Plan. The City’s system serves an estimated 7,300 connections over 120 miles of distribution pipe with four (4) pressure zones and ten (10) sources. The City’s system is adjacent to two other primary water providers; the primary growth area for the City’s water system is near the Idaho-Washington border.

2. Scope of Services

- A. System Description and Existing Condition:
 - a. Compile and update the inventory of existing infrastructure (sources, storage, boosters, distribution, and interties).
 - b. Update and develop population growth projections per Kootenai Metropolitan Planning Organization projections and other relevant scenarios.
 - c. Update and develop water system and land use maps.
 - d. Summarize service area policies, including sanitary survey findings and known deficiencies.
 - e. Summarize findings of Post Falls Facilities Needs Assessment in relation to water division facilities.
- B. Water Demand Forecasting and Planning Data:
 - a. Collect historical production and customer consumption data.
 - b. Develop water system demand profiles (average day, maximum day, and peak hour).
 - c. Analyze historic data to determine baseline demands and trends. Analyze system loss across system and by pressure zone (if available).
 - d. Forecast growth-related demands over a 20-year planning horizon, correlating with comprehensive plan and/or KMPO projections where applicable.
 - e. Forecast areas for potential demand change due to changing land uses and development trends.
- C. Hydraulic Modeling and System Analysis:
 - a. Hydraulic Modeling:
 - i. Develop hydraulic model using current GIS data, existing model and other records. Including survey to establish pertinent elevations on two (2) standpipes, two (2) reservoirs and ten (10) well facilities.
 - ii. Populate and calibrate the model using existing demand data and field measurements.

- iii. Identify system areas impacted by changes to IDEQ Drinking Water Rules regarding upper pressure limit of 80 psi vs. 100 psi, as appropriate.
 - iv. Complete peak hour and fire flow analysis to evaluate system pressures and fire flow availability.
 - v. Complete pipe velocity analysis at various demand scenarios.
 - vi. Evaluate hydraulic efficiencies of existing pressure zones and evaluate potential modification of the zone boundaries to improve operational efficiency and/or reliability.
 - vii. Evaluate pressure sustaining valves and the long-term operation and hydraulic efficiency of maintaining these valves in the current locations. Confirm operation and if remote control would be appropriate for the pressure sustaining valves.
 - b. Evaluate current and future facility performance (20-year horizon), focusing on source, storage, booster, and distribution capacity.
 - i. Evaluate north zone and recent pressure logging results indicating low pressures, planned growth, and need for source or booster improvements to meet current and future demands.
 - c. Include analysis and discussion of source water quality and quantity and water right capacity.
 - d. Identify system deficiencies based on IDEQ Drinking Water Rules.
- D. Facility Condition Assessment:
- a. Conduct comprehensive condition assessment, with input from system operators for main infrastructure (sources, storage, boosters).
 - b. Develop recommendations for distribution replacement based on age, material and condition (as available).
 - c. Include a plan for abandoning the Majestic View wells, Ford Rock Booster Station, Ford Rock Reservoir, and potential roof repairs at the Highlands reservoirs.
 - d. Evaluate existing SCADA system including security needs.
 - e. Engage with drone inspection services to conduct interior inspection of both the concrete and welded steel reservoirs.
 - f. Engage with structural engineer to review results of interior inspections and provide preliminary recommendations for further investigation or analysis.
- E. Operations and Maintenance:
- a. Update existing operations and maintenance program summary, with input from system operators.
 - b. Evaluate feasibility and pros and cons of PLC controlled pressure sustaining valves.
 - c. Evaluate alternative overflow structure configurations for source sites with limited space.
 - d. Summarize impacts to O&M from implementation of recommended improvements including potential need for additional staffing.
- F. Conservation Planning:
- a. Review existing water conservation plan and prepare update to be included as a separate chapter covering conservation, education, and outreach efforts to promote efficient operation and better understanding of source water quality and quantity.
 - b. Coordinate with Financial Plan to evaluate:
 - i. Tiered rate for all customers and increase rate for high users

- ii. Tiered Cap fee based on peak demand
 - c. Code review for effective efficiency methodology and conformance with regional efforts.
- G. Improvement and Capital Planning:
- a. Identify and evaluate up to two (2) alternatives for each deficiency, plus a “no action” alternative. Review with City staff and, after consultation, recommend to Owner those solutions which in Engineer’s judgement meet Owner’s (and IDEQ’s) requirements for the Project.
 - i. Plan will contain, as appropriate, schematic layouts, sketches and conceptual design criteria with appropriate exhibits for those alternate solutions available to City which Engineer recommends.
 - ii. For each recommended solution, Engineer will develop planning-level cost estimates, including construction, contingency, engineering, other professional services anticipated, and total project costs.
 - iii. Specific improvements to review may include:
 - Evaluate alternative source designs including numerous smaller well sites vs fewer larger regional sites. Including document review for very large or very deep wells in the area and any known limitations of the aquifer in this area.
 - Evaluate contingencies to maintain service continuity in the Highlands service area to account for loss of connection to main pressure zone, i.e. backup source, system inertia.
 - Alternatives to reduce water stagnation via tank turnover or booster pumps out of storage structure.
 - Evaluate abandoning wells and pumps at Majestic Park. Evaluate abandoning Ford Rock reservoir and booster.
 - Evaluate alternatives (may require more than two) for North Zone capacity (source, booster, transmission line upsizing).
 - b. Prepare a capital improvement plan (CIP) prioritizing improvements by urgency, flow triggers or timeframe for improvement completion, benefit, and funding potential. Also include the percent of project driven by growth and if the improvement is anticipated to be funded fully or partially by developers. The CIP will be included in the Plan.
- H. Financial Planning
- a. Collect financial data from City
 - b. Financial Plan:
 - i. Review City’s existing financial policies
 - ii. Evaluate capital funding options and develop a capital financing plan for the CIP, with up to three (3) funding strategies.
 - iii. Forecast operating costs including findings of Facilities Needs Assessment.
 - iv. Develop revenue needs assessment.
 - v. Develop a rate forecast for the planning period and perform an affordability test.
 - c. Attend and facilitate the following meetings (Financial Plan):
 - i. Project kickoff (onsite)
 - ii. Up to three (3) review meetings (onsite) – two (2) City staff review meetings to review initial findings and finalize results and preferred rate strategy; one

- (1) management meeting to discuss findings and preferred rate strategy to present to City Council.
 - iii. One Council or Department meeting, discussing and summarizing the Financial Plan (onsite), separate from Master Plan meetings, at City's direction
- d. Deliverables:
 - i. Up to three (3) revenue requirement scenarios that fund the planned operating changes and capital program.
 - ii. Single-family water rate survey for up to six (6) jurisdictions chosen by the City.
 - iii. Draft Financial Plan for City staff review
 - iv. Final Financial Plan to be incorporated into Master Plan document
 - v. Analytical model for future use by City staff
- I. Stakeholder Engagement and Meetings (Master Plan):
 - a. Attend and facilitate the following meetings:
 - i. Project kickoff
 - ii. Two (2) intermediate planning meetings
 - iii. Two (2) inter-departmental planning meetings
 - iv. One (1) workshop presentation to the City staff, discussing and summarizing the Plan.
 - v. Attend two (2) Council or Department meetings, to support City staff in discussing and summarizing the Plan.
 - b. Conduct model training with staff
 - i. Conduct model training with Water Department staff during one-time onsite meeting for up to eight (8) hours.
 - ii. Conduct model training with Engineering Department staff during one-time onsite meeting for up to eight (8) hours.
 - c. Attend and assist in facilitating one (1) public open house meeting, at the City's direction.
 - d. Incorporate input from City staff, public and regulatory agencies into final plan.
 - e. Prepare monthly project status reports in conjunction with invoice preparation.
- J. Deliverables:
 - a. Monthly project status reports.
 - b. Draft Plan for City Staff review
 - c. Draft Plan for IDEQ review [one (1) round of comments assumed]
 - d. Final Water Master Plan: five (5) hard copies and an electronic version.
 - e. All supporting maps, GIS shapefiles (Capital Projects, Future Pipes, Pressure Results, etc.), hydraulic modeling outputs, and cost estimates.
- K. Assumptions:
 - a. Site-specific environmental work is excluded.
 - b. Drone inspection services include climbing fee for standpipes and assumes all four tanks will be inspected by same company. Dive inspection is excluded.
 - c. Full structural analysis of tanks by structural engineering sub-consultant is excluded. This may be added by amendment at a late date.
 - d. Hydraulic modeling focuses on main system components (not detailed individual service line modeling).

- e. Hydraulic model program is Bentley Watercad. City may wish to convert model to InfoWater and complete training for continued use.
- f. Owner will provide existing data including mapping, usage, and known deficiencies.
- g. Weekly production data is available; maximum day and peak hour may be derived from available SCADA or peaking factors applied to weekly data.
- h. Additional meetings not described above may be added by Amendment.

Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

Exhibit C

City of Post Falls

Drinking Water Master Plan

Payment

A. Basis of Payment

Payment for consulting services for the project shall be on the Lump Sum and Hourly basis as listed below:

Phase	Basis of Payment	Amount
Water System Master Plan	\$ 210,000	Lump Sum
Financial Planning		
Financial Plan Development	\$ 26,500	Hourly
Financial Planning Meetings	\$ 3,000	Hourly
Optional Council Meeting Presentation	\$ 4,500	Hourly
Meetings	\$ 13,000	Hourly
Optional Public Open House Meeting Support	\$ 3,000	Hourly
Hydraulic Modeling Training	\$ 6,000	Hourly
Drone Inspection of Reservoirs	\$ 11,500	Hourly
Structural Review of Inspection Results	\$ 6,000	Hourly
Reimbursable Expenses	\$ 2,500	EXP
TOTAL	\$ 286,000	

Lump Sum: The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultants are INCLUDED in the above.

The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

Hourly: An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing

class, plus reimbursement of expenses incurred in connection with providing the Services.

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

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

B. Monthly Progress Payments

See section 3.4 of Main Agreement.

C. Final Payment

See section 3.6 of Main Agreement.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$275.00/hour
Special Services – Accounting	\$182.00/hour
Expert Witness	300.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	300.00/hour
Principal Engineer II	295.00/hour
Principal Engineer I	290.00/hour
Construction Services Manager	245.00/hour
Sr. Project Manager	230.00/hour
Project Manager	205.00/hour
Engineer VII	270.00/hour
Engineer VI	205.00/hour
Engineer V	195.00/hour
Engineer IV	180.00/hour
Engineer III	160.00/hour
Engineer II	150.00/hour
Engineer I	140.00/hour
Engineering Assistant	80.00/hour
Sr. Engineer Tech III	145.00/hour
Sr. Engineer Tech II	140.00/hour
Sr. Engineer Tech I	125.00/hour
Engineering Technician	115.00/hour
Environmental Scientist	130.00/hour
Survey Manager	250.00/hour
Professional Land Surveyor II	200.00/hour
Professional Land Surveyor I	195.00/hour
Crew Chief II	135.00/hour
Crew Chief I	130.00/hour
Crew Member	115.00/hour
Survey Technician II	130.00/hour
Survey Technician I	125.00/hour
GIS Manager	160.00/hour
GIS Technician II	125.00/hour
GIS Technician I	110.00/hour
Engineering Designer I	150.00/hour
Cad Technician IV	140.00/hour
Cad Technician III	120.00/hour
Cad Technician II	115.00/hour
Cad Technician I	110.00/hour
Sr. Project Administrator	125.00/hour
Project Administrator	105.00/hour
Sr. Administrative Assistant	85.00/hour
Administrative Assistant	73.00/hour
No Charge Services	0.00/hour

Reimbursable Expenses Schedule

Reimbursable Expenses will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.98/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.03/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	Per Federal Rate
Mobile Lidar Scanner	\$1,500/hr
Navvis Ixion Cloud Processing	\$0.50/foot
UAV Flight	\$75/each
GPS Per Hour Billing	\$35.00/hour
GPS Per Hour Billing – Base and Rover	\$70.00/hour
Robotics Hourly Billing – 1 Man	\$70.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	\$450.00/each
Topo Feature Extraction Software	\$30.00/hour

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 10/21/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl, Utility Manager
SUBJECT: Utilities Division Regulatory Compliance Update

ITEM AND RECOMMENDED ACTION:

Staff will provide an update on the efforts within the Utilities Division to ensure regulatory compliance with the various laws and permits relevant to city operations.

DISCUSSION:

Programs within the Utilities Division including the Water Reclamation, Stormwater, Industrial Pretreatment, and Drinking Water are regulated by numerous state and federal regulations. Staff will provide an update on these programs and highlight the work completed to ensure continued compliance.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Council Presentation 251021 Enviro Staff Update (reduced)

Staff Update: Utilities Division Regulatory Compliance

Craig Borrenpohl
Utilities Manager

October 21, 2025



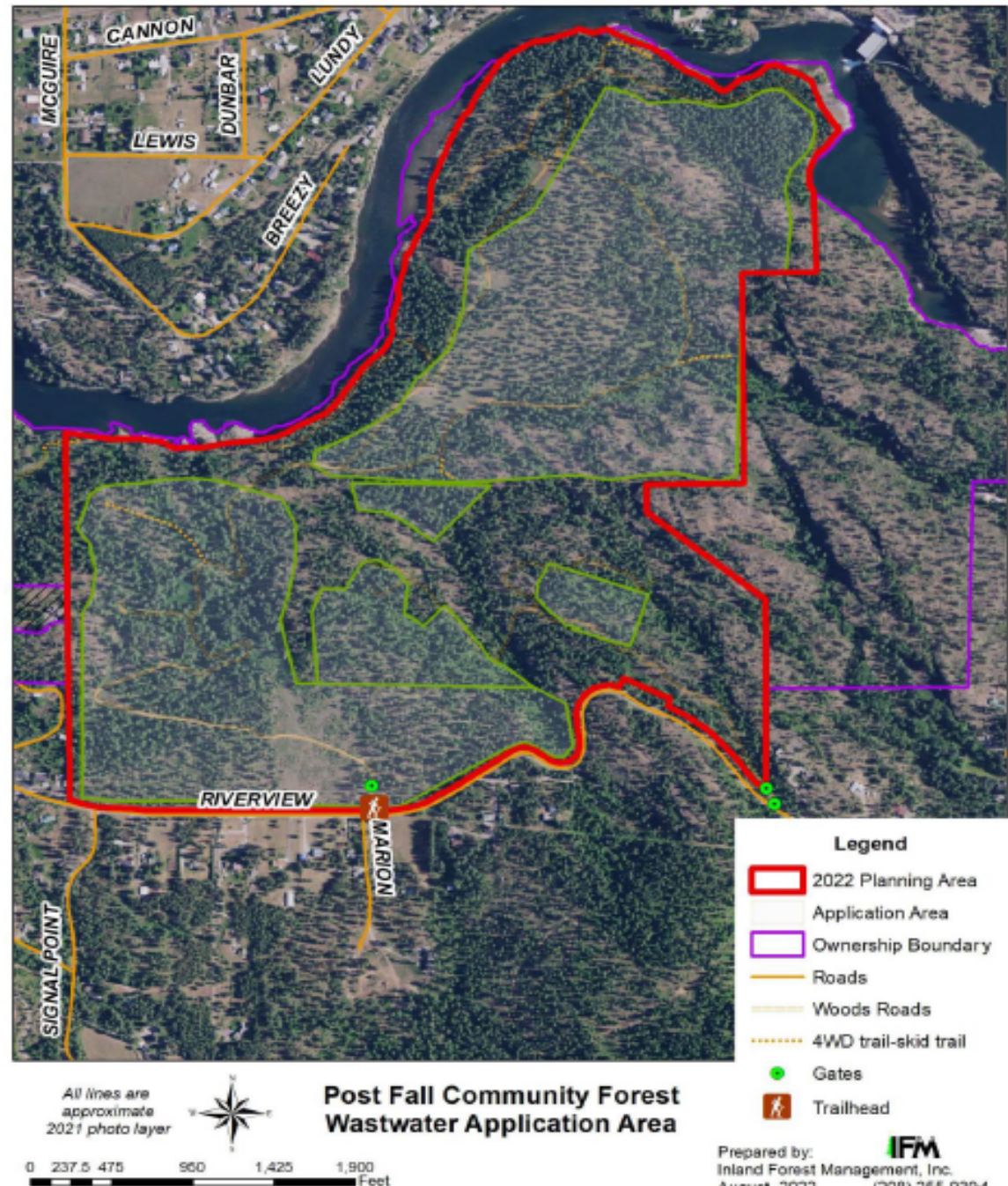
Compliance History

1. IPDES Permit Required Documents
2. IPDES and MS4 Annual Reports
3. MS4 Permit Application
4. Inspections by Idaho DEQ
 - a. Industrial Pretreatment
 - b. DW Sanitary Survey
 - c. MS4 System



What's Next

1. Continue Community Forest Reuse Permitting
2. Complete Local Limits Study
3. Finalize IPT permits
4. Initiate Re-application Sampling for IPDES Permit
5. Negotiate Next MS4 Permit
6. Submit Annual Reports



Report: Some Idaho wastewater treatment plants violating pollution discharge limits



Share

| September 6, 2025 1:00 AM

The Idaho Conservation League's eighth annual study of Idaho's wastewater

WHO HAD A PERFECT RECORD?

Of the 56 facilities that reported zero discharge violations during the 2024 review period, 43 of those facilities continued their strong performance and had no violations in 2023 (denoted with an asterisk in the table below). The remaining 13 facilities had an average of two violations per facility in 2023 but all improved their performance to zero violations in 2024.

COMMUNITIES WITH NO DISCHARGE VIOLATIONS IN 2024

Ahsahka*	Fairfield	Ketchum*	Nampa*	Ririe*
American Falls*	Fernwood*	Lapwai*	New Plymouth*	Riverside
Boise (Lander St.)*	Filer*	Lava Hot Springs*	Orofino*	Rockland*
Boise (W. Boise)*	Firth	Lewiston*	Oxbow*	Saint Anthony
Bonnars Ferry*	Franklin*	McCall*	Page*	Salmon*
Buhl*	Fruitland*	Meridian*	Payette*	Star*
Burley*	Grangeville	Middleton*	Pierce	Tensed*
Caldwell*	Greenleaf*	Montpelier*	Post Falls	Twin Falls*
Council	Hagerman*	Moscow*	Potlach	Violia
Carey	Heyburn*	Moyie Springs*	Rigby*	Weiser*
Dover*	Horseshoe Bend	Mullan	Riggins*	White Bird*
Elk River*				

**denotes facilities who also had no violations in 2024, in addition to 2023*

Special

Environmental Program

Water Reclamation

- Chief Operator
- Lab Staff
- IPT Tech
- Surface Water Tech

Drinking Water

- Chief Operator
- Administrative Staff

Partner City Departments



Questions?

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 10/21/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, City Engineer
SUBJECT: Transportation Investment Program (2026-2032) - KMPO

ITEM AND RECOMMENDED ACTION:

This is a presentation by Staff on the contents of the recently adopted Transportation Improvement Program (2026-2032) by the Kootenai Metropolitan Planning Organization. No action is required by City Council as this is intended to be an educational overview.

DISCUSSION:

The Kootenai Metropolitan Planning Organization's (KMPO) annually updates their seven-year Transportation Improvement Program (TIP). The 2026-2032 TIP was adopted by the KMPO on October 9th after going through a public comment period and conducting a Public Open House in September 2025. The TIP was additionally recommended for adoption by the Kootenai County Area Transportation Team (KCATT) at their September 2025 meeting. The TIP is a multi-year funding program document that lists federally and non-federally funded transportation improvements proposed by local jurisdictions, highway districts, Kootenai County, and Idaho Transportation Department within Kootenai County, during the next seven years. This document and review period also includes Kootenai County's 2026 Program of Projects (POP) using Federal Transit Administration's Section 5307 funding to support of public transportation activities in the Coeur d'Alene - Post Falls Urbanized area.

Staff will give an overview of the projects within the TIP that have an impact on the City's transportation system and those of regional interest. In particular, staff will provide work updates and project schedules on the I-90/SH-41 interchange project and the I-90 widening project between SH-41 and US-95.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

None

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2026 STIP Overview

Overview: FY2026 to FY2032 Transportation Investment Program

Robert S. Palus, PE –
City Engineer

Community Development /
Engineering

October 21, 2025



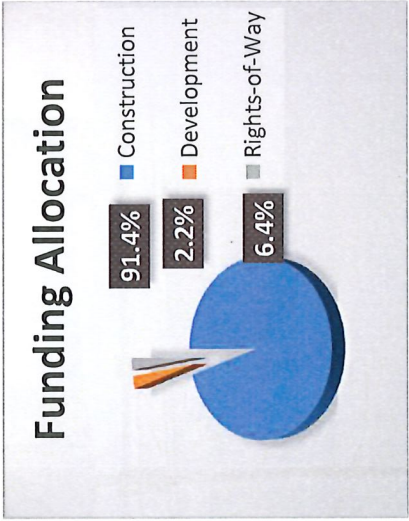


Kootenai MPO – Transportation Improvement Program

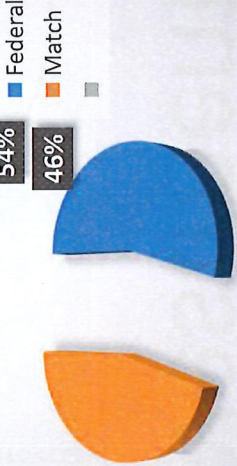
- Projects with Federal and State funding obligations
 - FY2026 thru FY2032

Funding Allocation

- \$301.7 million over 7 years
 - \$275.7 million - Construction
 - \$6.7 million - Development
 - \$19.3 million - Rights-of-way



Funding Sources

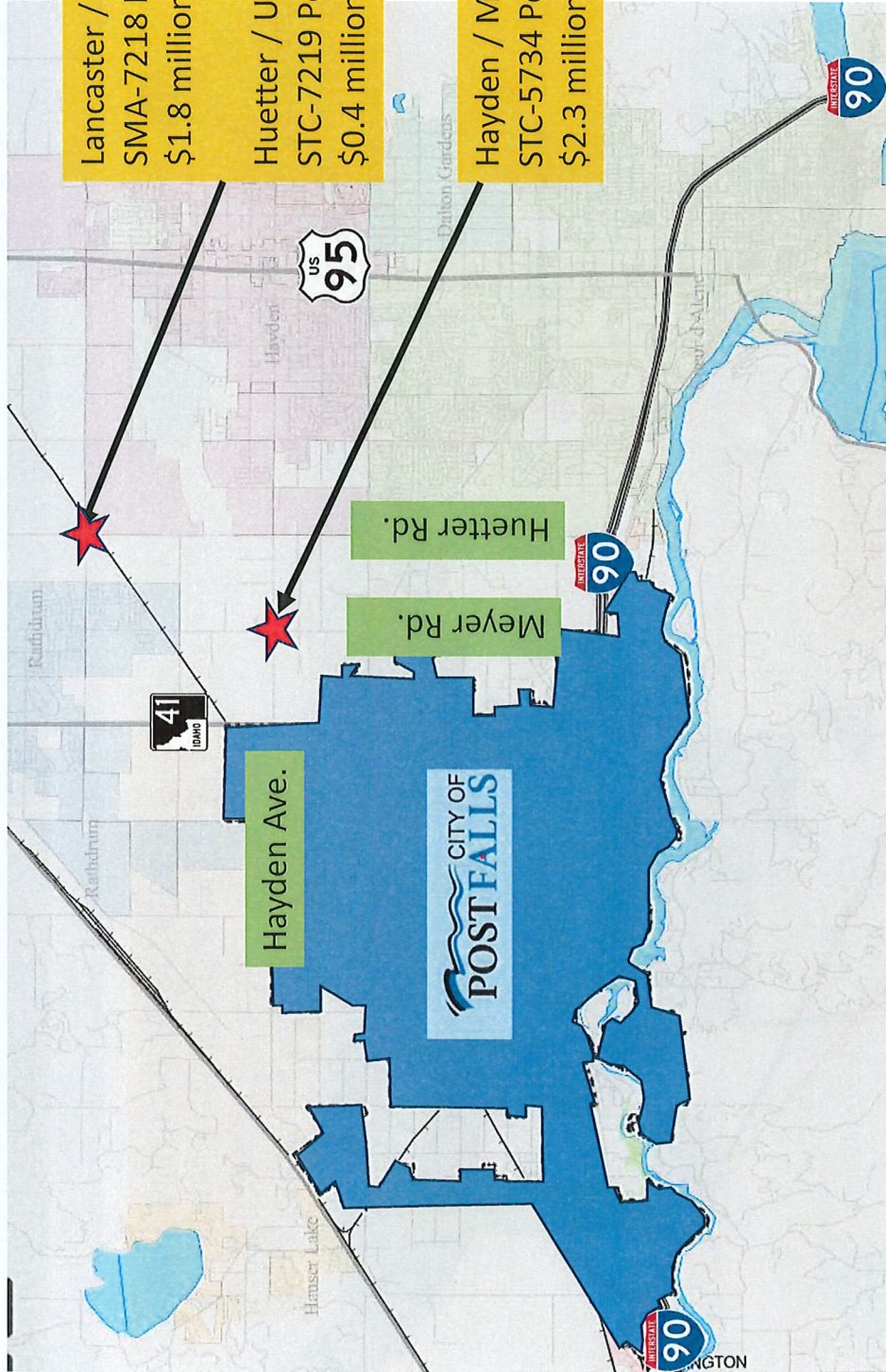


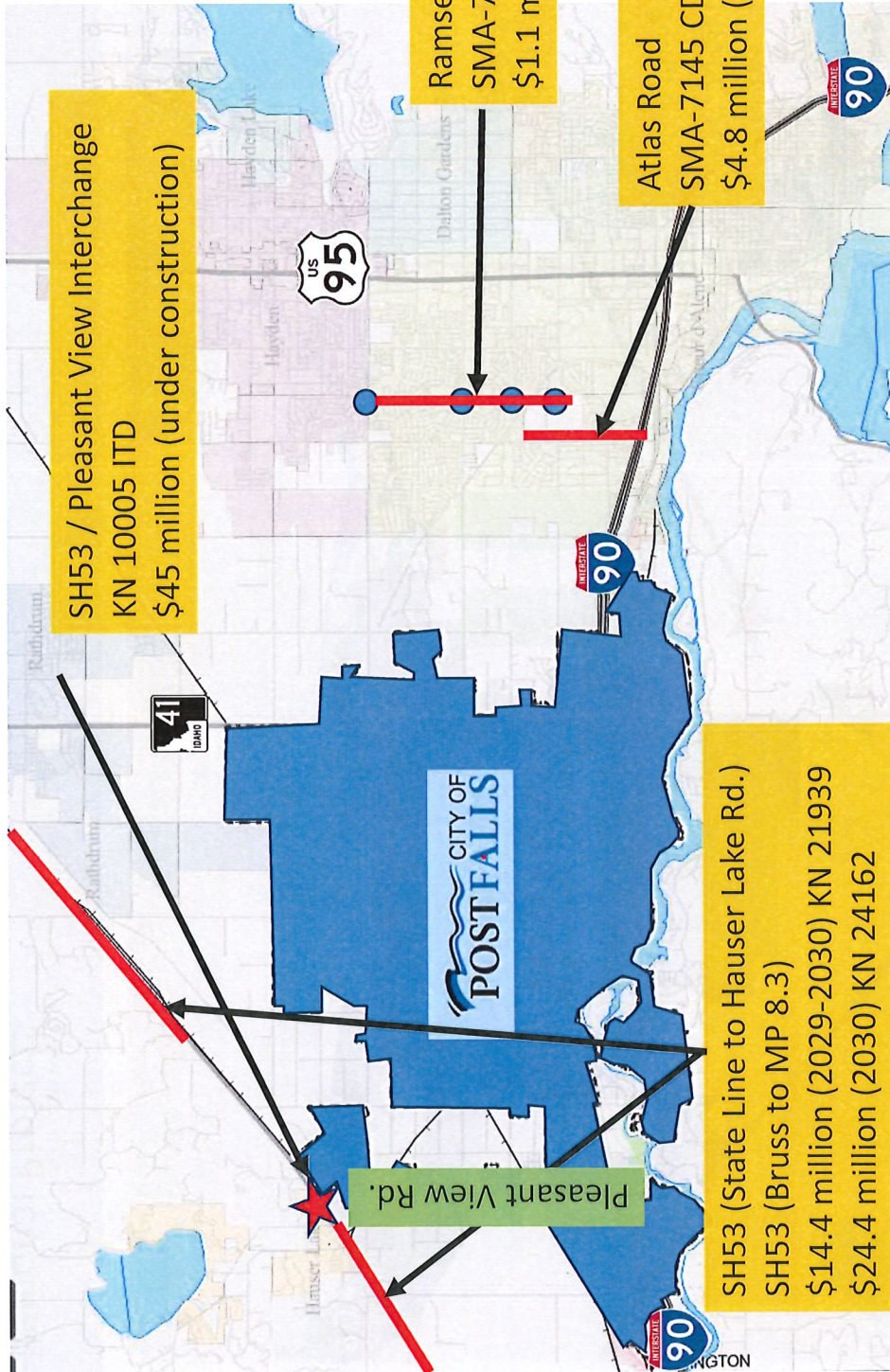
Funding Sources

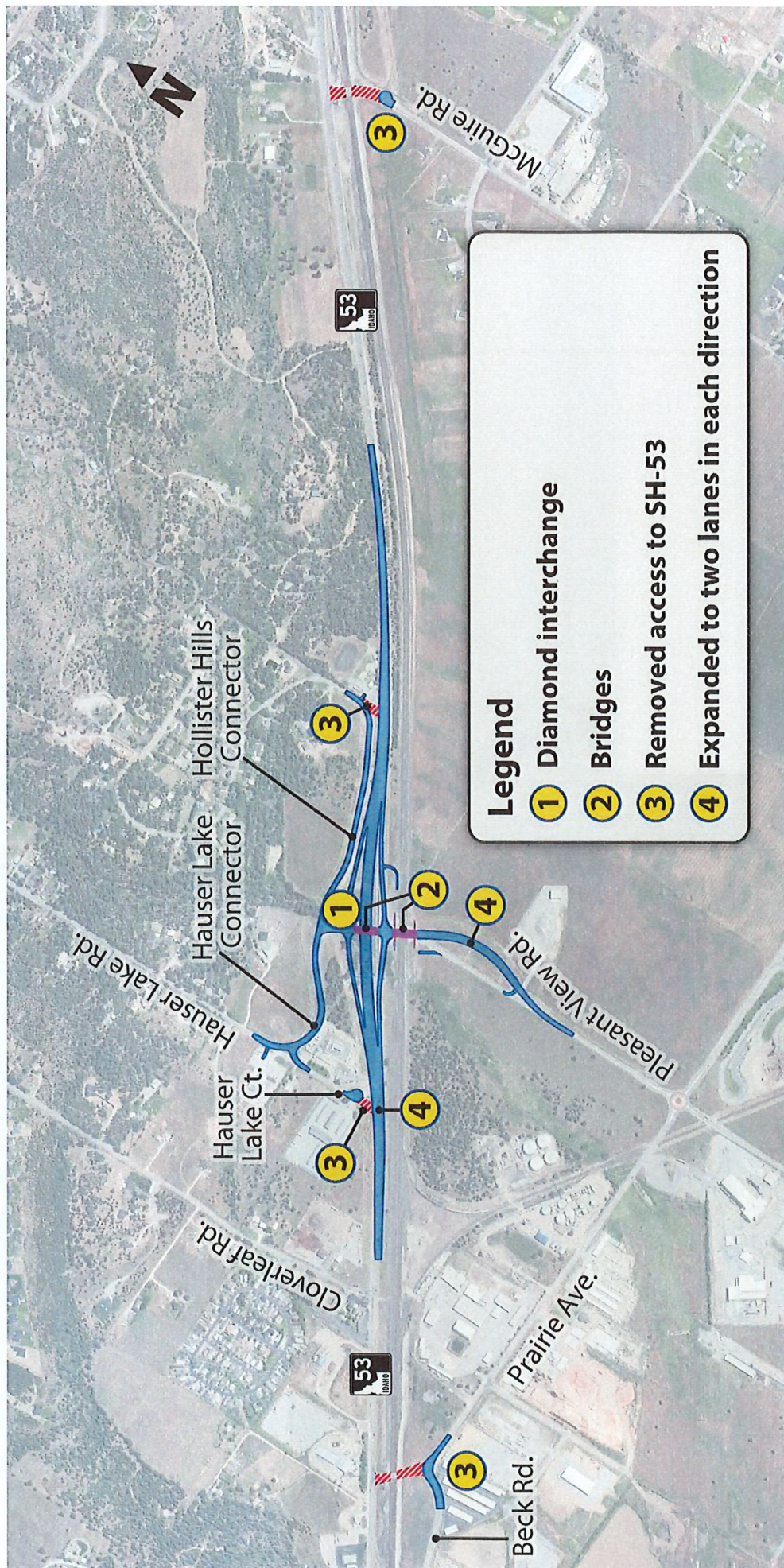
- \$163.6 million - Federal
- \$138.2 million - Match

KMPO Transportation Improvement Program (Draft)

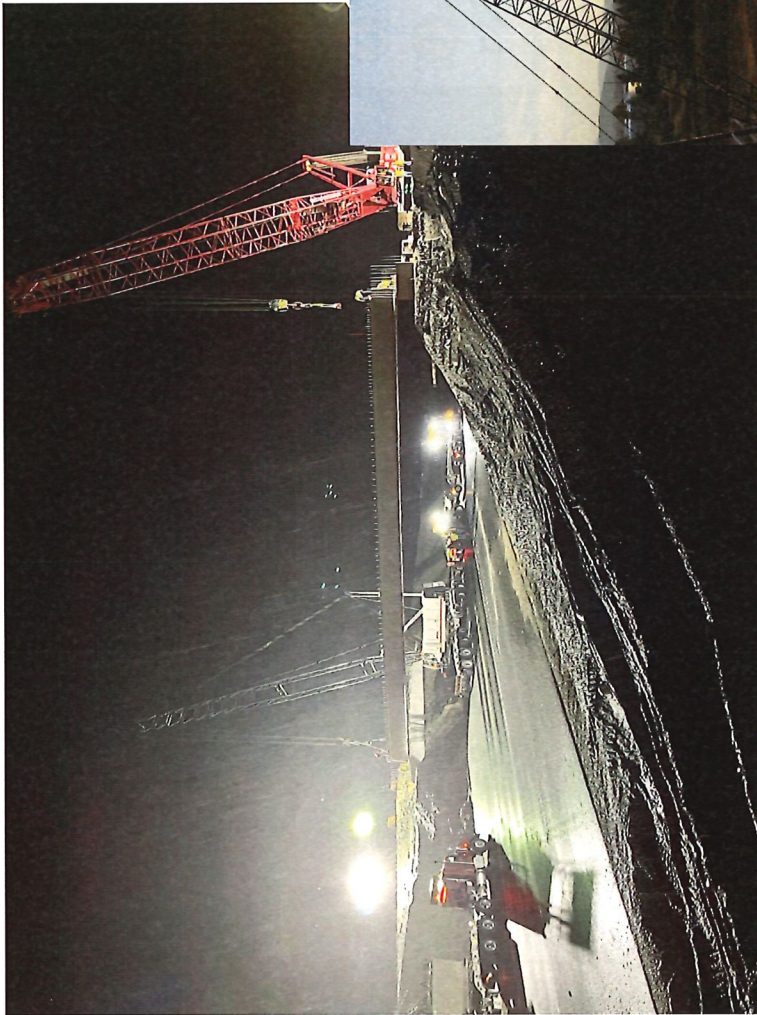
https://www.kmpo.net/wp-content/uploads/2025/09/KMPO-2026-2032-TIP-DRAFT-Sept2-2025_AM.pdf



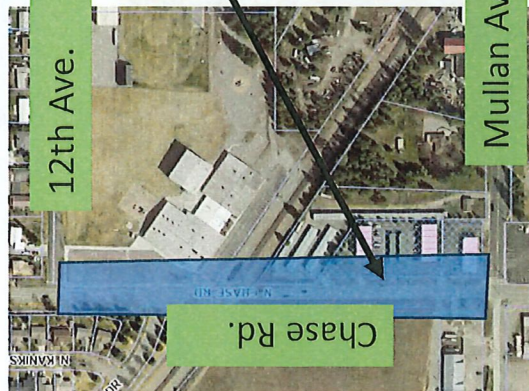




SH53 / Pleasant View Interchange



SH53 / Pleasant View Interchange



Chase Rd. / BNSF RXR Crossing
SMA-7515
Construction Date – To be determined

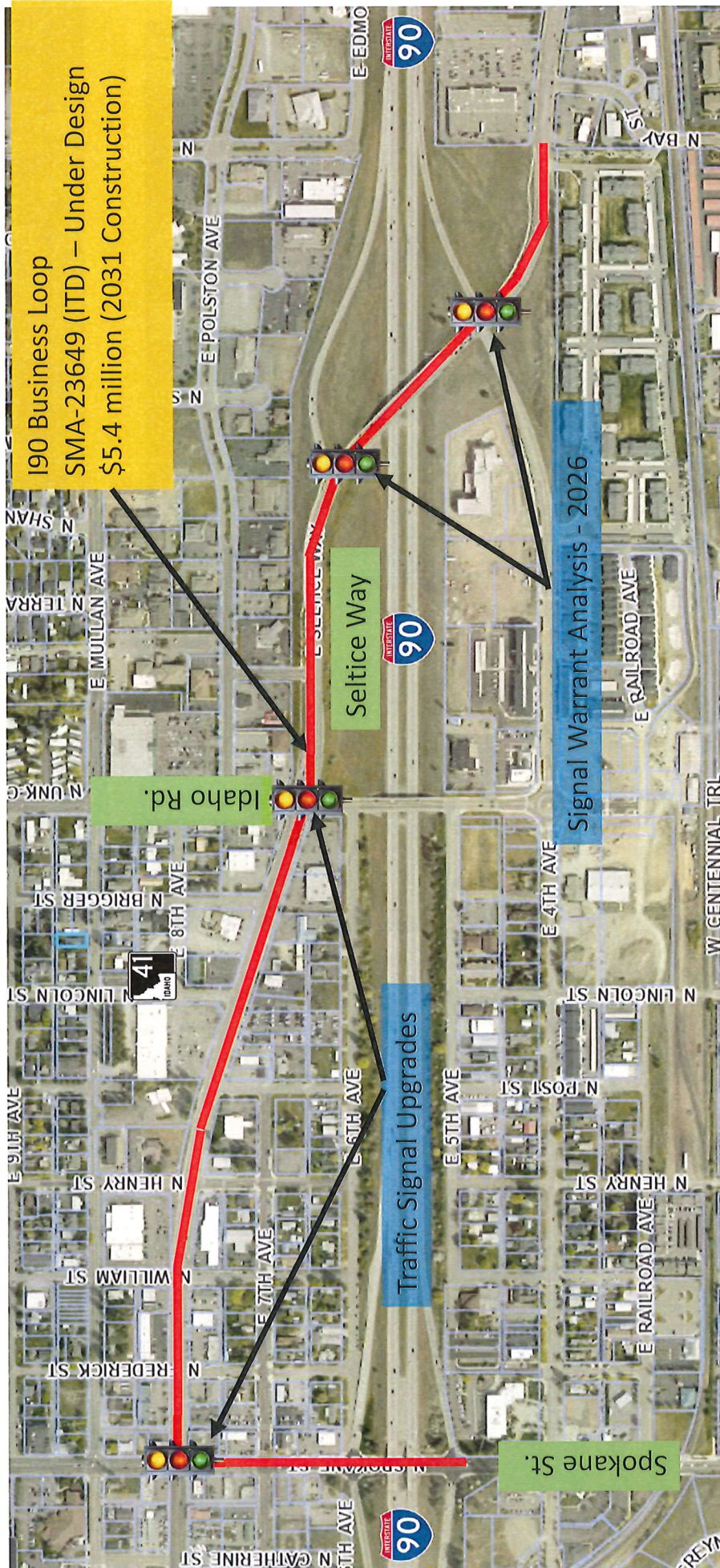
Prairie Trail Underpass
KN 24398 Post Falls Highway District
\$3.1 million (2026)

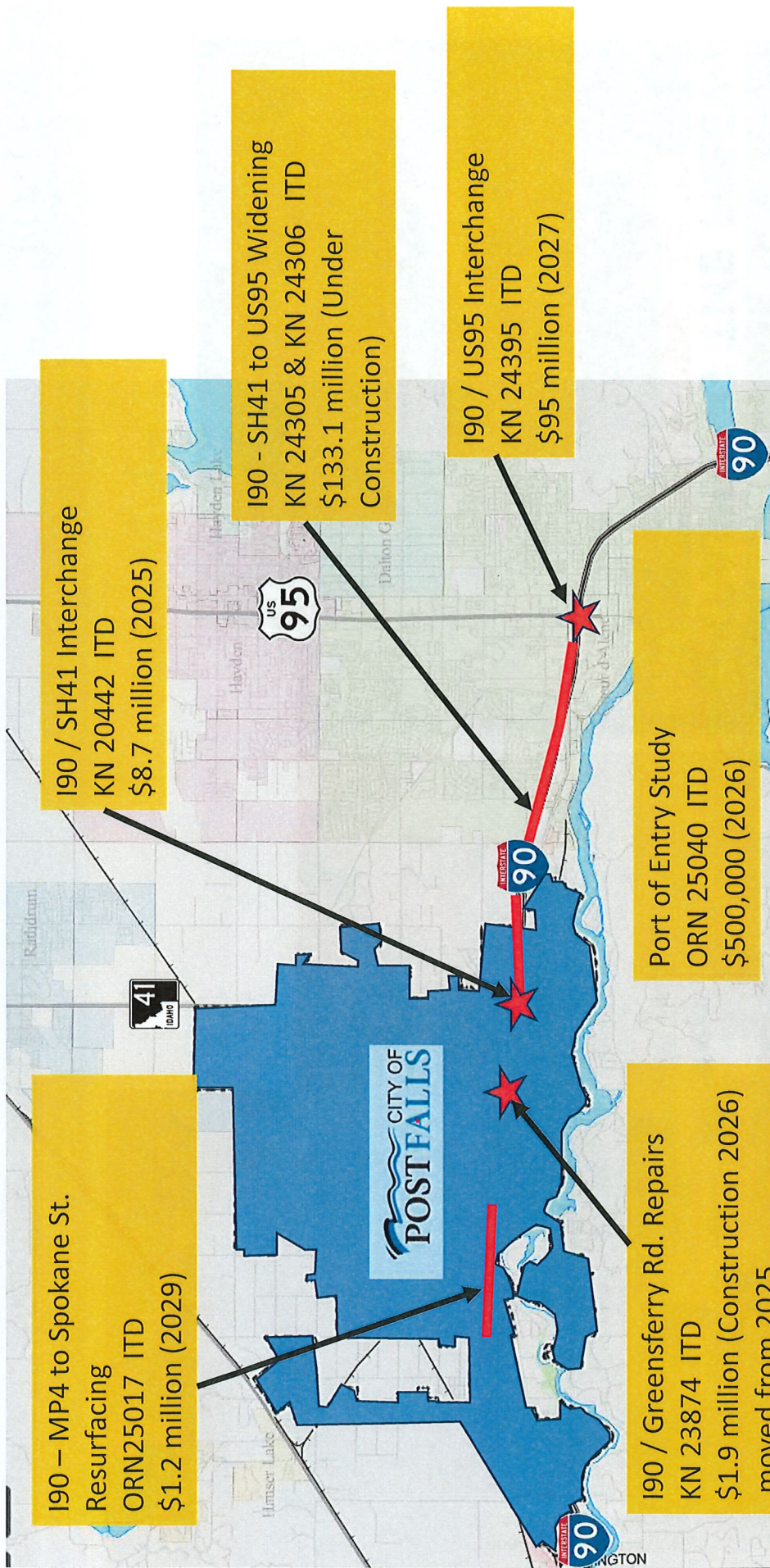
Prairie Ave. (Meyer Rd. - SH41)
NHS-7045
\$4.6 million (2026) moved from
2028



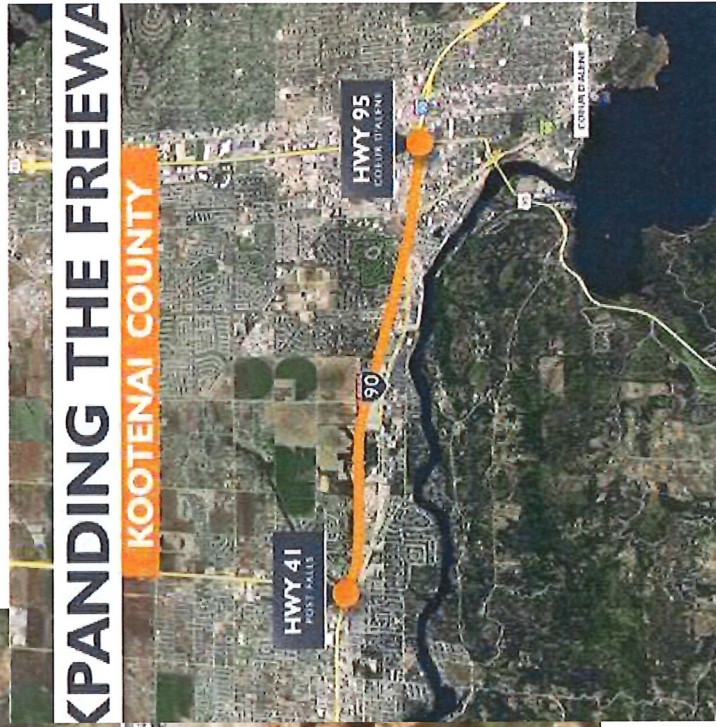
Hospital Phase I - 2028

City of Post Falls Projects





Interstate 90 Corridor







Interstate 90 / SH41 Interchange







RATHDRUM PRAIRIE AREA TRANSPORTATION STUDY



Project Started: 2022

Phase 1 – 54 Design Alternatives

Phase 2 – 14 Design Alternatives

Phase 3 – 4 Design Alternative

- * 2 north / south

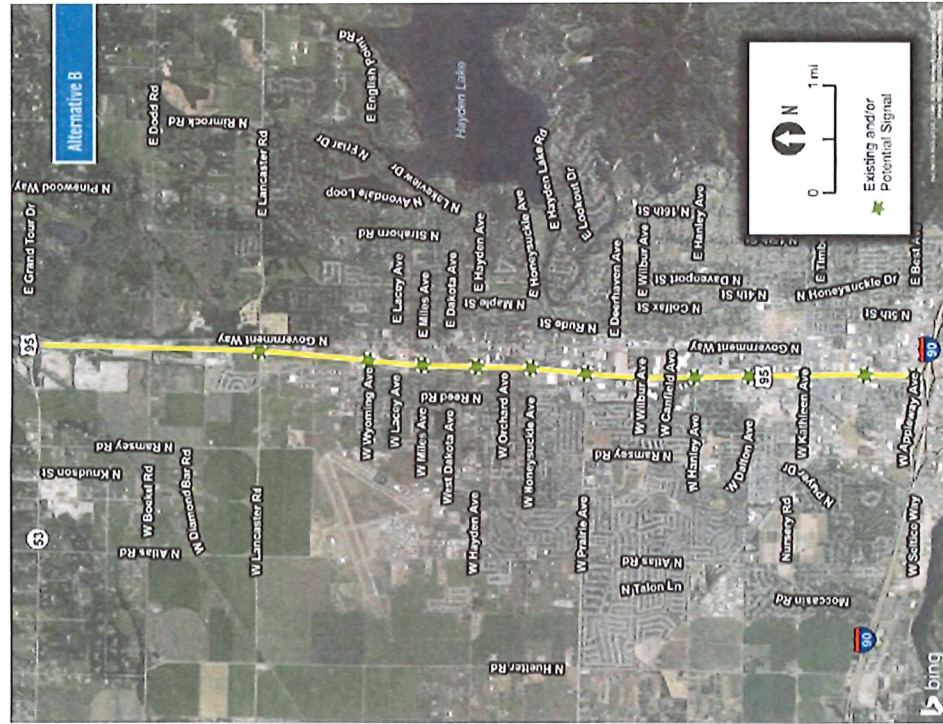
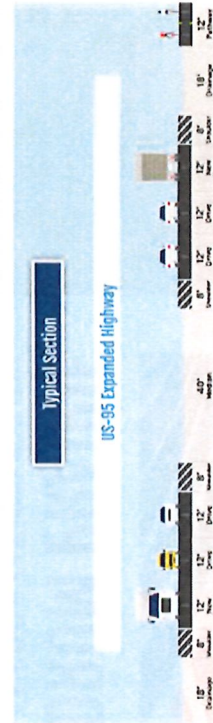
- * 2 east / west

- * 1 alternative

Spring 2026 Level 3 screening results
and open house

Rathdrum Prairie Area Transportation Study

Alternative B US-95 Expanded Highway	
Level 2 Alternative Description	
Level 2 Alternative ID: B (North-South) Recommended to Retain as Element	
Comparative Screening Benefits and Challenges	
Alternative B would add travel lanes to the outside of the existing lanes and improve intersections on US-95 through the study area. US-95 would include three lanes in each direction with a center median, matched to existing speed limits.	Benefits: - Reduces congestion and travel time along US-95 and nearby key corridors - Fewer right-of-way (R/W) acres and environmental impacts than other north-south alternatives - Maintains existing access points. Challenges: - Does not address study area performance issues as well as other north-south alternatives. - Does not reduce potential crash conflicts at intersections on US-95 - Does not provide network redundancy during major incidents. - High level of adjacent noise-sensitive properties.



Rathdrum Prairie Area Transportation Study

Alternative D	Level 2 Alternative ID: D
Huettner Road Improved Arterial	(North-South) Recommended to Carry Forward
Level 2 Alternative Description	Comparative Screening Benefits and Challenges

Comparative Screening Benefits and Challenges

Benefits:

- Alternative D** would add a new four-lane arterial with a median/turn lane from I-90 to US-95 following the Huettner Road alignment.

Challenges:

- ▶ May be more appropriately implemented as a local facility rather than ITD facility.
- ▶ Increases potential crash conflicts at intersections and driveways on Huettner Road.



**Level 2 Alternative ID: H
(North-South)
Recommended to
Carry Forward**

Comparative Screening Benefits and Challenges

- Reduces congestion and travel time well along US-95, SH-41, and parallel roads compared to other north-south alternatives.

- Reduces congestion and travel time along US-95, SR-4, and parallel roads compared to other north-south alternatives.
- Addresses study area congestion and network redundancy well compared to other north-south alternatives.
- Reduces potential crash conflicts at intersections and driveways on alignment, compared to Alternative D.
- Maintains existing arterial access points along Huettner Road.
- Adds new I-50 interchange access.
- Provides opportunity to connect regional bicycle and pedestrian facilities.
- Included in local and regional planning documents.

Challenges:

- Greater right of way impacts than Alternative D (111 properties, 304 acres).
- Greater impacts to residential zoned properties than most other north-south alternatives (82 acres).

- Greater right of way impacts than Alternative D (11 properties, 30.4 acres).
- Greater impacts to residential zoned properties than most other north-south alternatives (82 acres).



Level 2 Alternative ID: M
(East-West)
Recommended to
Carry forward

Comparative Screening Benefits and Challenges

Benefits:

- Addresses congestion, travel time, and travel efficiency at a high level compared to other east-west alternatives, similar to Alternatives A and N.
- Provides network redundancy during major incidents.
- Provides opportunity to connect regional bicycle and pedestrian facilities.
- Reduces potential crash conflicts at intersections and driveways on alignment, compared to most other east-west alternatives.
- Adds new alignment overpass/Rathdrum bypass to SH-41, moving traffic out of congested areas.

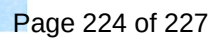
Challenges:

- High level of threat of way impacts (276 properties, 603 acres), and high impacts to residential zoned properties (127 acres).
- High level of impact to floodplains (6 acres), wetlands (36 acres) and historic sites (16 sites).
- High level of adjacent noise-sensitive properties, high cost (compared to other east-west alternatives).

The Meyer Road bypass would include one lane in each direction with turn lanes at intersections and a 35 to 45 mph speed limit.

See page 34.





Alternative N
Access Controlled Highway, Pleasant View and parallel to Hayden,
and Lancaster, SH-53 Expanded Highway, Meyer Road Bypass

Comparative Screening Benefits and Challenges

- Addresses congestion, travel time, and travel efficiency at a high level compared to most other east-west alternatives.

- Addresses congestion travel time, and travel efficiency at a high level compared to most other east-west alternatives, similar to Alternatives L and M.
- Provides network redundancy during major incidents.
- Provides opportunity to connect regional bicycle and pedestrian facilities.
- Reduces potential crash conflicts at intersections and driveways on alignment, compared to most other east-west alternatives.
- Adds new railroad overpass/Rathdrum bypass to SH-41, moving traffic out of congested areas.
- Lower impacts to residential zoned properties (65 acres) and commercial zoned property impacts (17 acres) than Alternatives L and M.

Challenges:

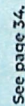
- High level of tight of way impacts (26 properties), including greatest total number of acres impacted (73 acres).
- High level of impact to floodplains (6 acres), wetlands (3.8 acres) and historic sites (9 sites).
- High level of adjacent noise-sensitive properties.
- High cost (in line with other east-west alternatives).

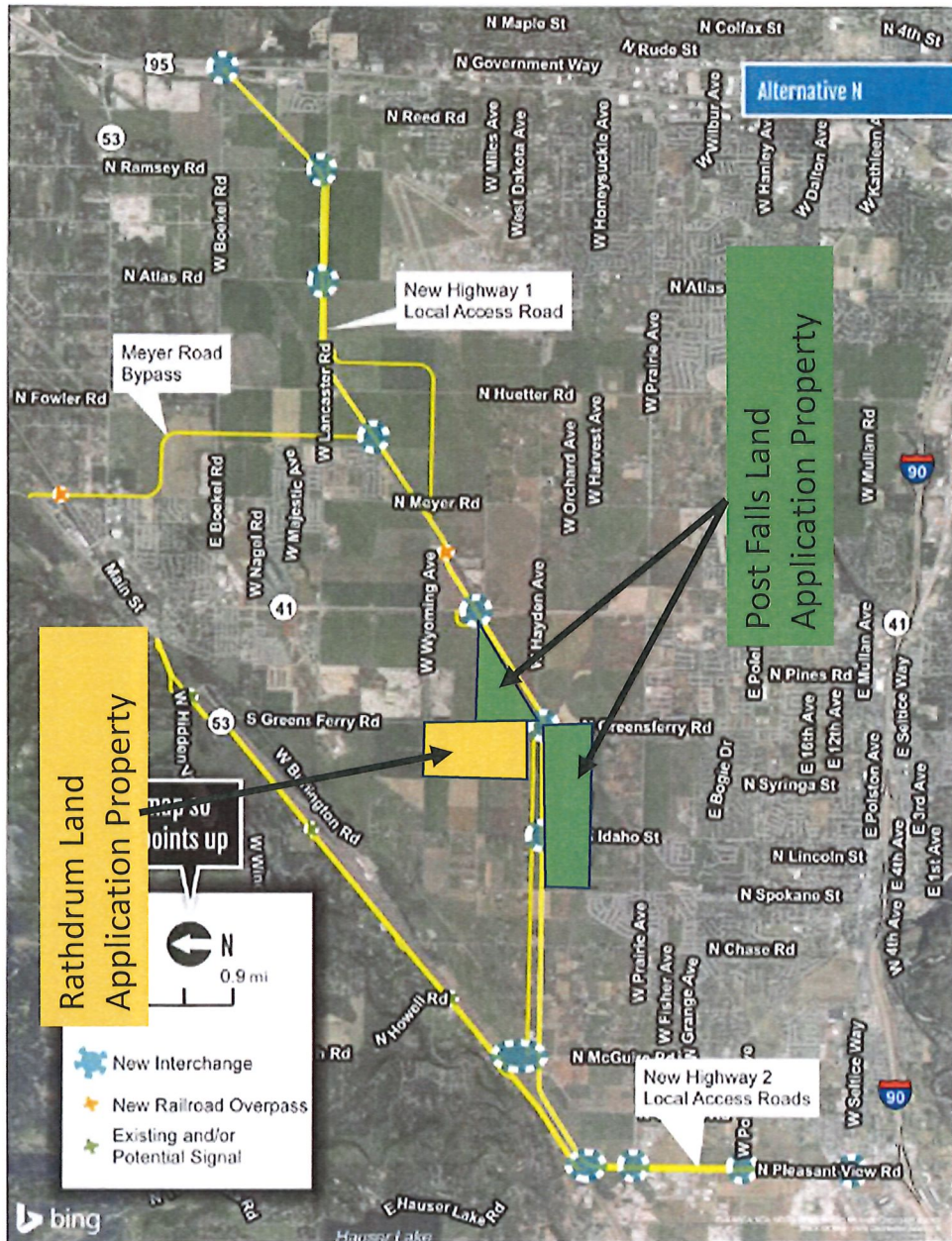
- ▶ High level of light of way impacts 3206 properties, including greatest total number of acres impacted (731 acres).
- ▶ High level of impact to floodplains (6 acres), wetlands (3.8 acres) and historic sites 10 sites).
- ▶ High level of adjacent noise-sensitive properties.
- ▶ High cost (in line with other east-west alternatives).

The alternative would add an access-controlled highway (with parallel local access roads and interchanges at key crossroads) from Pleasant View Road parallel to the BNSF line, then parallel to Hayden Avenue Road south of Hayden Avenue to the UPRR line, then parallel to UPRR line to parallel to Lancaster Road from Huettner Road to Ramsey Road, then along a new alignment going northeast south of the UPRR line to connect with US-95 near Becker Road, SH-41 and SH-53 north of Rathdrum. It would be realigned with a direct connection to a Meyer Road bypass over the BNSF line to an interchange with the new highway.

The reconstructed Pleasant View Highway and the new highway would both include two lanes in each direction with a center median and a 55 to 65 mph speed limit.

See page 34.





Overview: FY2026 to FY2032 State Transportation Investment Program

Robert S. Palus, PE –
City Engineer
Community Development /
Engineering

October 21, 2025

