



**CITY COUNCIL
MEETING AGENDA**

**November 3, 2025
6:00 PM**

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

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. **ACTION ITEM** - Appointment of Parks and Recreation Director and Approval of Employment Contract

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 21, 2025, City Council Meeting
- b. Payables 10.22.25-11.5.25
- c. August Cash and Investments

- d. Warren Field Playfield Project Funding Agreement
- e. Pleasant View Annexation Development and Annexation Agreement Amendment - Addendum #1 (ANNX-0006-2020)
- f. Dorsey Consent to Annex Agreement
- g. Request to Declare City Assets & Equipment as Surplus
- h. Harvest Meadows PUD MDA File Nos PUD-25-2 & SUBD-25-4
- i. Lingar Development and Annexation Agreement File No. ANNX-24-11
- j. Painted Rock Development and Annexation Agreement File No. ANNX-25-3
- k. Steckman Annexation Grant of Rights-of- Way & Easements File No. ANNX-24-9
- l. Elfer's Annexation Grant of Rights-of-Way & Easements File No. ANNX-24-10

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. River City Corners Special Use Permit Appeal File No. SUP-25-1/APL-25-1 - **CANCELED**

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements.

ACTION ITEMS:

- a. Water Reclamation Facility Solids Handling Improvements, Procurement Contract with BDP Industries
- b. Quarry Sports Complex LWCF Grant Acceptance
- c. Quarry Sports Complex Phase 1 Design Agreement

- d. Ordinance - Steckman Annexation File No. ANNX-24-9
- e. Ordinance - Elfers Annexation File No. ANNX-24-10
- f. Well #4 Rehabilitation - Contract Amendment #1 with JUB Engineers

4. NEW BUSINESS

This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business, however, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary.

ACTION ITEMS:

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. Annual Impact Fee Report 2023-2024
- b. Drinking Water Division Annual Report

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

RETURN TO REGULAR SESSION

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 408 N. Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel (<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

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

Mission
Building Community.

CITY OF POST FALLS
AGENDA REPORT
CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
MEETING DATE: 11/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: **ACTION ITEM** - Appointment of Parks and Recreation Director and Approval of Employment Contract

ITEM AND RECOMMENDED ACTION:

The Mayor requests council confirmation of Kris Ammerman as Parks and Recreation Director and approval of an employment contract with Mr. Ammerman. Because the Parks and Recreation Director is an appointed position, the motion requires a confirming vote of the city council. The motion should be to both approve the appointment of Mr. Ammerman as Parks and Recreation Director and to approve his employment contract. If approved, Mr. Ammerman will begin employment in December and become Parks and Recreation Director on January 1st, 2026.

DISCUSSION:

Parks and Recreation Director Dave Fair is retiring at the beginning of the new year. With that date in mind, staff began the recruitment process for a new Parks and Recreation Director this spring.

Following a process that was reviewed by the City Council, the city retained a professional recruiter, Prothman, to lead a search for a new director. Prothman advertised the position and solicited applications from around the country. Prothman reviewed the applicant pool and provided the city with a list of qualified applicants for interviews. City staff conducted initial interviews to further narrow the pool to four finalists for final interviews.

Final interviews were conducted by two panels consisting of the mayor, council president, and city department heads. Based on feedback from Parks and Recreation staff, the interview panels, and city administration, the mayor has selected Kris Ammerman as his choice to succeed Dave Fair.

Mr. Ammerman, is a Certified Parks and Recreation Professional and Arborist. He currently works as the Parks and Recreation Director for a growing city in Oregon, where he has worked for multiple cities with successively more responsible positions in the Park and Recreation profession.

Similar to the other department heads, Mr. Ammerman would be employed under an employment contract. The terms of the contract are consistent with the other department head contracts and past practice concerning providing relocation expenses.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 19, 2025, City Council Workshop on Department Head Recruitment.
March 4, 2025, Approval of Recruitment Contract with Prothman.

APPROVED OR DIRECTION GIVEN:

Proceed with Recruitment of a Parks and Recreation Director as discussed.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Mr. Ammerman's initial salary is \$5,192.31 per pay period. Future raises are contingent upon

performance and council approval for raises for other city staff members. Additionally, the contract will provide Mr. Ammerman a stipend of \$5,000 to reimburse him for relocation expenses. The remaining benefits are the same as the other department head agreements.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2025.10.30 Kris Ammerman PR Director Employment Contract_Redacted

EMPLOYMENT CONTRACT

Kris Ammerman

Parks and Recreation Director

THIS AGREEMENT is made this 3rd day of November, 2025, between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Kris Ammerman**.

WHEREAS, The City of Post Falls (hereinafter the “City”) desires to employ the services of Kris Ammerman (hereinafter the “Employee”) as the Parks and Recreation Director for the City of Post Falls; and

WHEREAS, A copy of the description for the Parks and Recreation Director position is attached to this Agreement as Exhibit “A;”

WHEREAS, the appointment of a Parks and Recreation Director is governed by Municipal Code § 2.08.010 and Idaho Code § 50-204, and the Parks and Recreation Director serves at the pleasure of the Mayor and City Council; and

WHEREAS, The City desires to enter into this Agreement to establish the terms and conditions of employment prior to appointing Employee to this position; and

WHEREAS, Employee desires to clarify the terms and conditions of their employment with the City; and

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

1. Employment. Subject to the other provisions of this Agreement, the City agrees to employ Employee in the position of Parks and Recreation Director as described in Exhibit “A.” Employee will begin employment with the City on December 15, 2025 and will become the Parks and Recreation Director on January 1, 2026. The parties agree that the duties of the Parks and Recreation Director may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Parks and Recreation Director is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.
2. Term. The term of this Agreement will commence upon execution by the parties and will continue until the end of the City’s next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days’ notice, in writing, to the Employee that this

Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits, and requirements will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects not to renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.

3. Duties. The parties agree that Employee's job duties as Parks and Recreation Director are outlined in Exhibit "A," the City's personnel rules, and city code. The parties further agree that Employee will perform such other lawful duties assigned by City administration or Mayor from time to time. Employee agrees to devote as much time as is needed to complete the tasks of the Parks and Recreation Director and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Parks and Recreation Director is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the Employee's performance during the previous evaluation period. Additionally, during each evaluation, City administration and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. During the initial six (6) months of Employee's employment the City agrees to pay Employee a salary of \$5,192.31 for each two-week pay period. If at the end of the initial six (6) month period, Employee receives a satisfactory performance evaluation, the City agrees to grant Employee a salary increase of five percent (5%).

Thereafter, the parties agree that Employee will receive annual cost of living salary increases of the same percentage approved by the Mayor and City Council, if any, for full-time, benefitted City employees up to the top of, and not exceeding, the then currently adopted pay range for the Parks and Recreation Director.

In addition to cost of living increases, the City also agrees to give Employee annual merit salary increases, conditioned upon satisfactory performance evaluations, of the same percentage approved by the Mayor and City Council for full-time benefitted employees, if any, up to the top of the then currently adopted pay range for the Parks and Recreation Director.

Additionally, the parties further agree that the top of the adopted salary range will be increased annually by the same percentage approved by the Mayor and City Council for cost of living increases, if any, for full-time, benefitted City employees. The parties also agree that the salary range for the Parks and Recreation Director will be reevaluated and updated from time to time to ensure that the salary remains competitive and that increases to the pay range may be adopted by the Mayor and City Council without formal amendment to this Agreement.

6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
- a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”). If Employee does not use the full amount of EPTO during the fiscal year, the City will deposit any remaining unused EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year. The parties agree that the Mayor and City Council may approve EPTO increases through normal budgeting processes without formal amendment to this Agreement.
 - b. Bereavement Leave. Employee will receive bereavement leave in an amount identified in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year in the amount of Thirteen Hundred Dollars (\$1,300). The parties agree that the Mayor and City Council may approve increases to the City’s PERSI 401 K contribution through normal budgeting processes without formal amendment to this Agreement.
 - e. Professional Dues. The City agrees to budget and pay for all dues necessary for Employee to retain any accreditations or licenses necessary for Employee to perform the duties of Parks and Recreation Director, which includes Certified Park and Recreation certification. Additionally, the parties agree that it is desirable for Employee to participate in other civic and professional organizations that provide professional development for the Employee as well as representation and support for the City. The City may approve dues for participation in such organizations during the annual budget process.
 - f. Continuing Education and Professional Development. The City agrees to annually budget \$5,000 to pay for Employee’s travel and training costs for continuing education and participation in professional and civic organizations of benefit to the City. The parties agree that the Mayor and City Council may approve increases to this travel and training amount through normal budgeting processes without formal amendment to this Agreement.
 - g. Vehicle Stipend. The City agrees to pay Employee a monthly stipend of \$150 to reimburse Employee for using their private vehicle for city business.

Alternatively, Employee may annually elect, in writing, to submit actual mileage for reimbursement at the City's then current rate of mileage reimbursement in lieu of the stipend. The parties agree that the Mayor and City Council may approve increases to vehicle use stipend amount through normal budgeting processes without formal amendment to this Agreement.

- h. Relocation Expenses. The City agrees to provide employee a one-time stipend of \$5,000 to reimburse moving and temporary housing costs on Employee's first paycheck.
- 7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Parks and Recreation Director by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
- 8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or the misuse of public time. The City agrees to support Employee by refraining from any order, direction, or request requiring Employee to violate any of these ethical commitments. Specifically, neither the Mayor nor any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.
- 9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
- 10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.
- 11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for removing appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.

12. Effective Termination by the City. If the City fails to appropriate sufficient funds to provide the annual salary and benefits due to the Employee under Sections 5 and 6 of this Agreement, the Employee may elect to provide notice to the City Administrator that the City has breached this Agreement and that the Employee is resigning their employment because of the breach by the City. The notice must be provided to the City Administrator no later than thirty (30) days after the City Council finally approves its annual budget. If the Employee timely provides such notice, the resignation will be treated as an effective termination of this Agreement by the City and Employee will be entitled to Separation Pay under the conditions listed in Section 13.
13. Separation Pay. If the Employee is terminated by the City at any time after the end of the initial six (6) month evaluation period provided for in Section 5, when the Employee is otherwise willing and able to perform the duties of the Parks and Recreation Director, the City will pay to Employee a lump sum cash payment. The payment will be equal to four (4) months future salary and four (4) months of COBRA health care coverage continuation (collectively "Separation Pay") for Employee and all Employee's dependents covered by the City's health insurance at the time of separation of employment in addition to all accrued and unused PTO and EPTO. Payment of any Separation Pay will be made in accordance with state and federal law and is conditioned upon the Employee executing a release in substantially the same form as attached to this Agreement as Exhibit "B." However, no Separation Pay will be paid if it is determined that any of the following exemptions apply.

Exceptions:

- a. Conviction of any criminal act relating to employment with the City;
 - b. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude;
 - c. Conviction of any felony offense; or
 - d. Other conduct detrimental to the City that substantially violates the personnel manual or other personal or professional conduct standards. A substantial violation includes conduct that severely and materially harms the City or repeated violations of policy or conduct standards after documented corrective efforts by the City.
14. Appropriation of Separation Pay. The City agrees to appropriate sufficient funds on the effective date of this Agreement to fully pay the total Separation Pay amounts that would be due to the Employee if this Agreement were terminated or not renewed by the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

15. Other Terms and Conditions of Employment. The parties agree that unless otherwise provided in this Agreement, all provisions contained in the most recently adopted Post Falls Municipal Code or City personnel rules, in effect at the time, related to vacations, sick leave, retirement, holidays, and other fringe benefits and working conditions apply to Employee as they would to other employees of the City.

16. Notice. Notice pursuant to this Agreement may be given by personal service, by email, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

a. City: City of Post Falls
C/O Shelly Enderud, City Administrator
408 N. Spokane Street
Post Falls, ID 83854
senderud@postfalls.gov

b. Employee: Kris Ammerman

[REDACTED]
[REDACTED]
[REDACTED]

Notice will be deemed given as of the date of personal service, or email, or as of the date five days after the date of deposit in the custody of the United States Postal Service.

17. General Provisions.

- a. Entire Agreement: This Agreement supersedes all prior employment agreements between the parties and represents the entire understanding of the parties. All prior agreements, discussions, and negotiations between the parties are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Parks and Recreation Director.
- b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- c. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. 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.

- d. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- e. Attorney Fees: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.
- f. Incorporation of Recitals and Exhibits. The recitals to this Agreement and all exhibits referred to are incorporated herein by this reference and made a part of this Agreement.
- g. Section Headings. The section headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the sections to which they apply.
- h. Neutral Interpretation. This Agreement constitutes the product of negotiation between the parties, and the parties agree that the enforcement of this Agreement will be interpreted in a neutral manner and that any rules of construction to the contrary are specifically waived.

<Signature Page Follows>

IN WITNESS WHEREOF, the City of Post Falls has caused this agreement to be executed on its behalf by its Mayor and attested by its City Clerk, and the Employee has executed this Agreement.

CITY OF POST FALLS

Ronald G. Jacobson, Mayor

Date: _____

EMPLOYEE



Kris Ammerman (Oct 29, 2025 15:53:55 PDT)

Kris Ammerman

Date: Oct 29, 2025

ATTEST:

Shannon Howard, City Clerk

CITY OF POST FALLS

CLASS SPECIFICATION

PARKS AND RECREATION DIRECTOR

Pay Grade: 20
FLSA Designation: Exempt

Updated: 04/04/2025

General Statement of Duties

Plans, directs, organizes, and evaluates the functions and operations of the Parks and Recreation Department; performs related work as required.

Classification Summary

The primary function of an employee in this class is to perform a variety of management, administrative, supervisory, and technical duties in planning, organizing, coordinating and directing all phases of Parks and Recreation Department programs and functions. The position directly supervises the Park Manager, Recreation Manager, Parks Planner and Cemetery Sexton positions and indirectly manages the remaining fulltime, part-time, and seasonal staff and volunteers. The Parks and Recreation Director reports to the City Administrator and Mayor although extensive latitude is allowed for independent judgment and initiative. The principal duties of the position are performed in a general office environment and outdoors which may include exposure to hazardous weather conditions.

Examples of Work (Illustrative Only)

Essential Duties and Responsibilities

- Plans, directs, and leads the daily and long-range operations of the department and staff;
- Determines priorities, establishes goals and objectives, and develops policies and procedures of the department;
- Plans, coordinates, and supervises park maintenance, improvements, and new developments;
- Plans, organizes, supervises and evaluates recreation programs and activities; meets with staff and evaluates current programs and plans new programs;
- Administers and supervises operations of the City Cemetery;
- Administers and supervises the Urban Forestry program;
- Administers and supervises the park construction and development program;
- Works with newspapers, radio stations, schools, citizens and service clubs promoting recreation programs; provides a positive image of recreation programs, health and fitness; markets programs for increased registration and public awareness;
- Identifies revenue generating ideas to enhance funding opportunities for the department and City;

- Prepares reports for the Mayor, City Council and other City leaders;
- Acts as advisor to City Parks and Recreation Commission;
- Meets with and coordinates activities with sports and recreation associations and other parks and recreation providers;
- Determines staffing needs, hires, fires, trains, evaluates, and disciplines employees;
- Prepares annual departmental budget, monitors budget, approves payments, implements cost saving measures, and makes recommendations to City Council on fee increases for programs; supervises the complete financial records for the department;
- Assists in or develops plans for acquisition, design and construction of park and recreational facilities, including needs assessments;
- Coordinates programs with local school district and higher educational institutions to arrange for facilities; assists in long-range planning with education staff on joint projects;
- Serves as advisor and/or liaison to various boards, committees and commissions, representing the City's interests in park and recreation services;
- Inspects and evaluates City-owned property, facilities, and equipment for public safety and use;
- Writes proposals for federal, state, local, and private grants and special funding;
- Prepares contractual bid documents, reviews and recommends bid awards to Council;
- Oversees and organizes special projects with volunteer organizations and intergovernmental and inter-agency projects and programs;
- Listens and responds to complaints and concerns from citizens about programs, facilities, and policies; develops effective solutions; keeps all parties informed;
- Performs all work duties and activities in accordance with City policies, procedures, and safety practices.

Other Duties and Responsibilities

- On call after regular work hours to respond to emergency situations and attend meetings;
- Performs other related duties as required.

Knowledge, Skills and Abilities

Knowledge of:

- Park maintenance, operations;
- Park acquisition, planning, development, and construction;
- Recreation program development, coordination, management and evaluation;
- Urban forestry practices, principles, and objectives;
- Cemetery operations, including current industry standards and federal, state, health, and other applicable regulations;
- Federal and state requirements, e.g., ADA, playground safety, health codes, design standards;
- Special event planning, administration, risk management, and operations;
- Principles, policies, and objectives of customer service;

- Principles and methods of risk management, including facility design, current regulations and standards, playground safety, equipment safety, training, and staff practices;
- Marketing and other promotional techniques;
- Revenue generation methods and control;
- Budget preparation and projections, basic accounting and fundraising methods;
- Current office practices and procedures;
- Effective communication techniques with individuals and small and large groups;
- Project planning, design, coordination, implementation, and management;
- Supervision and management principles and practices;
- Facility management and related safety requirements;
- Grant writing;
- Conflict resolution.

Ability to:

- Administer a variety of effective recreation and programs and activities;
- Administer multiple park construction and development projects;
- Administer parks maintenance, operations, and development programs;
- Effectively market and promote programs and special events;
- Prepare and present budget estimates;
- Direct, motivate, develop, train, and evaluate subordinates;
- Administer contracts;
- Read and interpret maps, blueprints, regulations, and diagrams;
- Establish partnerships with community leaders, businesses, sports associations, educational groups, and local citizens;
- Facilitate and maintain effective working relationships with committees, commissions, Boards of Directors and
- Establish and maintain effective working relationships with government officials, other employees, outside agencies, committees, commissions, boards of directors, and the public;
- Evaluate park and recreation facilities and equipment for safety and playing conditions;
- Communicate effectively verbally and in writing;
- Operate a motor vehicle and park equipment;
- Operate standard office equipment, including a personal computer using program applications appropriate to assigned duties;
- Perform a wide variety of complex duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Perform multiple tasks simultaneously, including handling interruptions, and return to and complete tasks in a timely manner;
- Perform time management and scheduling functions, meet deadlines, and set project priorities;

Acceptable Experience and Training

- Bachelors degree in parks and recreation management or a related field; and
- Five (5) to seven (7) years experience parks and recreation, preferably in a leadership role; or
- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work.

Special Qualifications

- Idaho drivers license;
- Certified Parks and Recreation Professional (CPRP).

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to discern verbal instructions and communicate with others in person and by telephone;
- Sufficient visual acuity, with or without reasonable accommodation, which permits the employee to comprehend written work instructions; observe and determine park and recreation program effectiveness; and prepare and evaluate a variety of written and text documents, including maps and blueprints;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate a motor vehicle, a personal computer, and standard office equipment;
- Sufficient body mobility, flexibility, and agility to work in an office environment and in outdoor conditions.

EXHIBIT "B"

CONFIDENTIAL SEPARATION, SEVERANCE AND RELEASE AGREEMENT

THIS CONFIDENTIAL SEPARATION, SEVERANCE, AND RELEASE AGREEMENT ("Agreement") is made by and between the City of Post Falls ("City"), and <NAME> ("Employee"). "City" and "Employee" are collectively referred to as the "Parties" in this Agreement. The Parties agree as follows:

1. Background. Employee has been employed with the City and is currently employed as <POSITION>. for the City under an Employment Contract dated _____. The Parties agree that it is in the Parties best interest to terminate the Employment Contract, ending the employer/employee relationship between the Parties. As such the Parties agree that Employee's last date of employment will be _____ (the "Termination Date"). After the Termination Date, the Employee is not authorized to work on behalf of the City or access any system or network belonging to the City. Any such action would be considered a material breach of this Agreement and grounds for revocation and recoupment of the Severance Pay, below, along with all other legal options available to the City. City has offered Employee severance pay to which Employee would not otherwise be entitled in consideration of Employee's release and waiver of claims against the City arising from Employee's employment with and termination of employment from the City. Employee wishes to accept the severance pay and agrees to abide by the terms and conditions set forth in this Agreement.

2. Effective Date. Unless otherwise revoked by Employee as provided below, this Agreement shall be effective on the eighth (8th) day following the date Employee signs and returns this Agreement to the City (the "Effective Date").

3. Severance Pay. The City agrees to pay Employee severance pay equal to a maximum of four (4) months of regular salary and four (4) months of COBRA health care coverage continuation (total gross amount of \$_____) in a lump sum, less applicable withholdings, payroll taxes, and deductions, upon the Effective Date of this Agreement as outlined in Section 2 above. The City's payment of the severance pay is specifically conditioned on Employee not revoking this Agreement as outlined below in Section 11K.

4. Release by Employee. In consideration of the promises made and the severance pay provided, Employee hereby fully and forever waives, releases, and discharges the City, and its elected officials, employees, attorneys, insurers, and agents (collectively the "Released Parties") from and against any and all liabilities, claims, demands, actions, and causes of action, suits, charges, damages, or other demands or claims of any kind whatsoever known or unknown, foreseen or unforeseen involving any matter arising out of or in any way related, directly or indirectly, to Employee's employment with the City or the termination of Employee's employment with the City (collectively the "Claims"). The Parties agree and acknowledge that the Claims released include, but are not limited to, any Claims or actions based upon any common law tort action, breach of contract, misrepresentation, promissory estoppel, wrongful discharge, fraud, defamation, interference with contract, infliction of emotional distress, rehire or reemployment rights, any and all discrimination claims or rights to sue that might be available to Employee under federal, state, or local statutes, laws, regulations or ordinances, including but not limited to the Age Discrimination in Employment Act, as amended by the Older Workers Benefits Protection Act; Title VII of the Civil Rights Act; the Equal Pay Act of 1963; the Americans with Disabilities Act, as amended by the ADA Amendments Act of 2008; the Family and Medical Leave Act; the Fair Labor Standards Act; the National Labor Relations Act; the Employee Retirement Income

Security Act; the Fair Credit Reporting Act; and any provisions of the Idaho Code Annotated, including but not limited to the Idaho Human Rights Act and the Idaho Wage Claims Act.

5. Claims not Released by Employee. The release in Section 4 does not release or apply to: (a) any right to file an administrative charge or complaint with the Equal Employment Opportunity Commission or the Idaho Human Rights Commission, although the Employee waives any right to monetary relief related to such an administrative charge or complaint or in an associated lawsuit; (b) any Claims arising from conduct or occurrences that take place after the Effective Date of this Agreement; (c) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of applicable plan documents; (d) unemployment insurance or workers compensation claims; or (e) any other rights that cannot be released as a matter of law.

6. Representation Regarding Litigation. The Employee represents that they have not filed any lawsuits against the City or any of the other Released Parties. Except as otherwise permitted below, the Employee promises and agrees that Employee will not do so at any time in the future concerning any Claims that arose on or before the Effective Date of this Agreement.

7. Ownership of Claims by Employee. Employee represents and warrants that they have not assigned or transferred any Claim against the Released Parties to any third party. Employee further agrees to indemnify, defend, and hold harmless each and all of the Released Parties against any and all Claims based on, arising out of, or in connection with any such transfer or assignment, or purported transfer or assignment, of any Claims or any portion thereof or interest therein.

8. Earned Salary and Benefits. Regardless of whether Employee signs this Agreement, Employee shall be paid Employee's compensation and benefits, including PTO and Executive PTO, earned and vested through the Termination Date. No additional compensation or benefits will accrue to Employee after the Termination Date.

9. Confidentiality of Agreement. To the extent allowed by law, Employee and the City agree that the facts of and the terms, payments, and conditions provided for in this Agreement shall remain confidential and shall not be disclosed to anyone except: (i) to the extent that either Party is legally obligated to disclose any of the terms and conditions of the Agreement or to the extent that a regulatory body with authority and jurisdiction over matters addressed in or related to this Agreement shall request information contained in this Agreement; (ii) the Parties may disclose the terms and conditions of this Agreement to their respective legal and/or tax counsel; and (iii) Employee may disclose the terms and conditions of this Agreement to Employee's immediate family. The Parties agree to ensure that any individual or entity to whom the provisions of this Agreement are disclosed will abide by this confidentiality provision. Employee acknowledges that any failure to keep this Agreement or its terms confidential, including the consideration paid for this Agreement, shall constitute a material breach of this Agreement.

10. Continued Obligation of Confidentiality Regarding City Information. Except as otherwise permitted under this Agreement, Employee warrants and agrees that Employee has a continuing obligation after the Termination Date to not keep in Employee's possession any City property or information, and to not disclose any confidential or proprietary information concerning or relating to the City ("Confidential Information"), which was acquired during the course of or as a result of Employee's employment, to any third party. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Pursuant to 18 U.S.C. § 1833(b)(The Defend Trade Secrets Act Notice), an individual may not be held

criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (1) made in confidence to a government official either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; and/or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual who files a lawsuit for retaliation by an employer based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

11. Non-Disparagement Obligations. The Parties agree that they wish to end their relationship and part company in an amicable manner. Accordingly, and except as otherwise permitted in this Agreement, Employee agrees to not disparage, criticize, or demean the City, its work, services, or personnel with any third party or through any media, social media platform, or other publication. Similarly, the City agrees not to disparage, criticize, or demean the Employee and their work with any third party or through any media.

12. Post-Termination Cooperation. For a period of sixty (60) days after the Termination Date, the Employee agrees that they will continue to provide reasonable cooperation to the City with respect to any City related matters that they may have insight or information about. Employee agrees that they will be reasonably available to answer questions, which will only be directed to them by the City Administrator, City Attorney, or Mayor. The Employee further agrees to not respond to any inquiries from any other City employee, in their capacity as employees, to maintain consistent communication with the appointed representatives of the City. Additionally, at all times in the future, the Employee will reasonably cooperate in and with any proceeding or dispute relating to any matter that occurred during Employee's employment in which Employee was involved or of which Employee has knowledge or may be called as witness. Employee will, in performing this obligation, provide truthful testimony in any jurisdiction or forum required. Without limiting the generality of the foregoing, to the extent the City seeks Employee's assistance, the City will use reasonable efforts, whenever possible, to provide Employee with reasonable advance notice of its need for them.

13. No Application for Reemployment. Employee agrees that they will not apply for employment or seek reinstatement with the City. Employee agrees that this term is a legitimate, non-discriminatory, and non-retaliatory reason for the City to reject any application from Employee in the future.

14. Age Discrimination in Employment Act Acknowledgments. In conjunction with the Age Discrimination in Employment Act:

- A. Employee acknowledges that they have had a reasonable time within which to consider this Agreement before executing it and that no one coerced or hurried them into executing this Agreement;
- B. Employee acknowledges that they have carefully read and fully understands all of the provisions of this Agreement, and declares that the Agreement is written in a manner that Employee understands;
- C. Employee acknowledges that they understand that they are, through this Agreement, releasing the City and all Released Parties from any and all claims Employee may have against them and that this Agreement constitutes a release and discharge of claims arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, including the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f) ("OWBPA");

- D. Employee declares that their agreement to all of the terms set forth in this Agreement is knowingly and is voluntary;
- E. Employee knowingly and voluntarily intends to be legally bound by the terms of this Agreement;
- F. Employee acknowledges and agrees that through this Agreement, they are receiving consideration in addition to anything of value to which Employee is already entitled;
- G. Employee acknowledges that they were advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of Employee's choice prior to executing this Agreement, and states that Employee did consider this option before executing this Agreement;
- H. Employee acknowledges that they understand that rights or claims that may arise after the date this Agreement is executed are not waived; and
- I. Employee acknowledges that they understand that they are responsible for compliance with any obligation to pay taxes with respect to any proceeds received from the City in connection with this Agreement, and Employee agrees to indemnify and hold the City harmless from any failure on Employee's part to comply with those obligations.
- J. Employee acknowledges that they understand that they have twenty-one (21) days to consider this Agreement, and in the event Employee decides to execute this Agreement in fewer than twenty-one (21) days, Employee has done so with the express understanding that they have been given and declined the opportunity to consider the Agreement for a full twenty-one (21) days; and
- K. Employee acknowledges that they may revoke this Agreement at any time within seven (7) days after Employee executes the Agreement and that this Agreement is not effective or enforceable until the eighth (8th) day following his execution of the Agreement.

15. Return of City Property. Employee represents and warrants that they have or will return to the City all of the City's property in Employee's possession, along with any City information, including City's Confidential Information, in whatever form maintained, by no later than the Effective Date of this Agreement, including, but not limited to computers, phones, smartphones, tablets, electronic storage devices, customer information, keys, passwords, and all tangible and intangible property belonging to the City or relating to Employee's employment with the City. Employee further represents and warrants that Employee has not retained copies, electronic or otherwise, of such property.

16. Employee's Application for Unemployment. The City will not respond to any inquiry for an unemployment claim made by the Employee to the Idaho Department of Labor and Industry unless the information contained in such a claim is disputed, false, or disparaging to the City. The City cannot guarantee whether the Employee will be found eligible for, or will be provided benefits under, any claim made for unemployment.

17. No Admission of Liability. This Agreement shall not be in any way construed as an admission by the City that it has acted wrongfully with respect to Employee or any other person.

18. Other Terms. This Agreement shall be binding on the Parties and their heirs. The provisions of this Agreement are severable, and if any provision is held to be invalid or enforceable, it shall not affect the validity or enforcement of other terms. This Agreement sets forth the entire agreement between the Parties and supersedes all prior oral agreements or writings.

19. Choice of Law and Venue Stipulation. The parties agree that this Agreement will be interpreted in accordance with the laws of the State of Idaho. 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.

20. Notice. Any notices required under this Agreement shall be served upon the Parties via First Class U.S. Mail as follows:

Notice to City:

City of Post Falls c/o City Administrator
4087 N. Spokane Street
Post Falls, ID 83854

Notice to Employee:

<NAME>

21. Acknowledgment by Employee.

A. Employee acknowledges that they have carefully read and fully understand all the provisions of this Agreement, and that they knowingly, voluntarily and of Employee's own free will enter into this Agreement.

B. Employee acknowledges that the payment Employee is to receive under the terms of this Agreement in exchange for Employee's release and waiver is consideration to which Employee would not otherwise be entitled and that the consideration set forth herein is adequate and satisfactory.

C. Employee acknowledges that Employee's employment with the City will be permanently and irrevocably severed on or before the Termination Date and that the City has no obligation to re-hire, re-employ, recall, or hire Employee in the future.

<Signature page to follow>

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF CERTAIN
KNOWN OR UNKNOWN CLAIMS.**

Read, Understood, and Agreed to:

Employee:

<NAME>

Date: _____

Employer:

City of Post Falls

By: _____
_____, Mayor

Date: _____

ATTEST:

_____, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on _____ by _____ and _____ as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on _____ by _____.

Signature of notary public

(Stamp above)

2025.10.22 Kris Ammerman PR Director Employment Contract

Final Audit Report

2025-10-29

Created:	2025-10-29
By:	Field Herrington (fherrington@postfalls.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArdQOP93jKlAy8eOmU45pBxryocd-UDgc

"2025.10.22 Kris Ammerman PR Director Employment Contract" History

-  Document created by Field Herrington (fherrington@postfalls.gov)
2025-10-29 - 8:44:29 PM GMT
-  Document emailed to kriswammerman@gmail.com for signature
2025-10-29 - 8:45:25 PM GMT
-  Email viewed by kriswammerman@gmail.com
2025-10-29 - 10:52:46 PM GMT
-  Signer kriswammerman@gmail.com entered name at signing as Kris Ammerman
2025-10-29 - 10:53:53 PM GMT
-  Document e-signed by Kris Ammerman (kriswammerman@gmail.com)
Signature Date: 2025-10-29 - 10:53:55 PM GMT - Time Source: server
-  Agreement completed.
2025-10-29 - 10:53:55 PM GMT



**CITY COUNCIL
MEETING MINUTES**

**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

Roll Call

City Council: Mayor Jacobson, Stiegleder, Plew, Malloy, Ziegler, Westlund, Davis - Present
Planning and Zoning Commission: Walton, Steffensen, Schlotthauer, Kimball, Schreiber, Wilhelm - Present
Carey - Excused

Robert Seale, Community Development Director, provided a brief overview of the development process as it typically proceeds following annexation and zoning approvals. The presentation went over the subdivision process, defining milestones, the subdivision to construction process, role of HOA's, single phase development examples, multiphase development examples.

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**

- a. Kootenai County Fire and Rescue Levy Override
- b. This Halloween, we invite families to join us at City Hall to Trick-or-Treat on Friday, October 31st, from 3 to 5 pm. City Hall will be decorated, and staff will be handing out candy, making it a fun and safe event for everyone.
- c. The City's Residential Falls Clean-Up will take place on Saturday, November 1st. This is an extra garbage pick-up day for Post Falls residents. Please make sure all items are bagged or placed in your garbage tote and set out at the curb by 6 am.

d. The first Council meeting in November has been moved to Monday, November 3rd due to Election Day.

AMENDMENTS TO THE AGENDA

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

Removed Consent Calendar item e. Landmark Place Water Main Freeway Crossing Construction Improvement Agreement from the agenda.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – 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

Motion by Malloy to approve the Consent Calendar as amended.

Second by Ziegler.

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

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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:

None

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

Craig Borrenpohl, Utility Manager: 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 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 basic 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 cost is not to exceed \$314,600.

Motion by Malloy to approve the Drinking Water System Master Plan Contract.

Second by Ziegler.

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

Motion Carried

5. CITIZEN ISSUES

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

during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

Raven O'Toole addressed the Council about the ongoing issue happening at Meadow Grove Park and the issues with the HOA not being set up. Staff was directed by the Mayor to look into the matter.

Asa Grey from the Kootenai County Elections Office informed Council that early voting is now open.

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

Craig Borrenpohl, Utilities Manager: Programs within the Utilities Division, including the Water Reclamation, Stormwater, Industrial Pretreatment, and Dringing Water are regulated by numerous state and federal regulations. An update was provided on these programs and highlighted the work completed to ensure continued compliance.

b. Transportation Investment Program (2026-2032) - KMPO

Rob Palus, City Engineer: The Kootenai Metropolitan Planning Organization (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 included 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. An overview of the projects within the TIP that have an impact on the City's transportation system and those of regional interest was given. In particular, staff provided 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.

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 spoke about watching out for kids trick or treating on Halloween. He also spoke that he was in contact with the County Commissioners about the commets made at a previous Council meeting by the County Assessor and is keeping them informed on the situation. Stiegleder spoke about the PUD process.

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.

Motion by Malloy to enter into Executive Session pursuant to Idaho Code 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, 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, Ziegler-Aye, Plew-Aye, Westlund-Aye, Steigleder-Aye, Malloy-Aye
Motion Carried**

Entered into Executive Session at 7:26 pm.

Exited Executive Session at 7:54 pm.

RETURN TO REGULAR SESSION

7:54 pm

ADJOURNMENT

7:54 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: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables 10.22.25-11.5.25

ITEM AND RECOMMENDED ACTION:

The Finance Department recommends that the City Council review, and approve, the Post Falls Check Approval and Check Run Accountability reports dated 11.4.25 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 \$379,945.96 to be dated 11.4.25 The Hand Check Accountability is for Hand Checks issued 10.17.25-10.23.25 and total \$120,817.48.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$500,763.44

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run for Council 11.4.25
2. Hand Checks - Check Run for Council 11.4.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT18967 - Check Run for Council 11.4.25
Vendor Set: 01 - Vendor Set 01

Check Date: 10/29/2025

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN06558	ARCHITERRA HOMES						
APMWB	Check			BOND RELEASE -	BOND RELEASE - 3058 N. CASSIOPEIA	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 3094 N. CASSIOPEIA	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 3158 N. CASSIOPEIA	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 3126 N CASSIOPEIA	001-22115	2,000.00
				BOND RELEASE -	BOND RELEASE - 5196 E. AQUILA	001-22115	2,000.00
VEN15172	Kate Hellenthal						
APMWB	Check			#126818	Refund Customers Garden Performance Dep	001-22080	80.00
VEN15170	Robyn Booth						
APMWB	Check			10.22.25	Refundable Damage Deposit	001-22080	250.00
VEN01212	The White House Grill						
APMWB	Check			BOND RELEASE -	BOND RELEASE - 620 N SPOKANE STREET	001-22115	15,975.00
Balance Sheet Accounts Total:							26,305.00
Dept: 411 Mayor & Council							
J070	Coeur d'Alene Area Economic Development Corporation						
APMWB	Check			251004	Charitable contribution for CDAEDC	001-411.0000.62360	25,000.00
K154	Kootenai MPO						
APMWB	Check			430	Annual FY 2026 KMPO Dues Payment	001-411.0000.62060	8,681.00
Dept 411 Total:							33,681.00
Dept: 412 Information Systems							
C140	CDW Government Inc.						
APMWB	Electronic Funds Transf			AG3YB7L	APC REPLACEMENT BATTERY CARTRIDG	001-412.0000.63030	144.97
				AG3LK9J	Fiber transceivers for firewall	001-412.0000.66030	195.96
D070	Dell Marketing LP						
APMWB	Check			10842162174	IT Director laptop & USB-C Multi Adapter	001-412.0000.63030	49.99
Dept 412 Total:							390.92
Dept: 414 Finance							
B091	BDS						
APMWB	Check			102914	Delinquent Notices	001-414.1445.62170	353.76
						001-414.1445.62190	170.89
VEN15085	International Minute Press						
APMWB	Check			4791	Kelly Russell Business Cards	001-414.0000.63050	31.00
V040	ODP Business Solutions						
APMWB	Check			441622281001	Office Supplies-Finance	001-414.0000.63060	27.26
P220	Post Falls Area Chamber of Commerce						
APMWB	Check			72157	Connec4Lunch: Faulkner, Bain, and Russell	001-414.0000.64010	75.00
Dept 414 Total:							657.91
Dept: 421 Police							
A0690	AccessData Corp						
APMWB	Check			11829395	PD Shredder Services	001-421.0000.62040	90.92
A017	A-Tec, Inc.						
APMWB	Check			6578	Post Falls Police: Cameras Detectives/Patrol	001-421.0000.68010	2,194.90
A550	Audiology Research Associates						
APMWB	Check			127370	New Hire Hearing Test	001-421.0000.64020	33.00
VEN13979	Blue to Gold , LLC						
APMWB	Check			B2G-PFI-1540352	Blue to Gold Training Registration - Scott	001-421.0000.64020	395.00
				B2G-PFI-1540604	Blue to Gold Training Registration - Crigger	001-421.0000.64020	395.00
				B2G-PFI-1540373	Blue to Gold Training Registration - Desjarlai	001-421.0000.64020	395.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14905	Car Wash Plaza				
APMWB	Check	1554	PD Car Washes	001-421.0000.67170	100.00
VEN10854	Cellebrite Inc.				
APMWB	Electronic Funds Transf	INVUS291644	Inseyest Online pro renewal	001-421.0000.63920	14,050.00
C220	Coleman Oil Co				
APMWB	Check	CP-0315712	PD Gasoline	001-421.0000.64030	5,646.74
VEN14867	CW Signs				
APMWB	Check	3693	Business Cards - Coder	001-421.0000.63210	90.00
		3694	Business Cards - Childers	001-421.0000.63210	90.00
VEN14950	Dynamic Designs				
APMWB	Check	11165-Q	Wrap for PFPD154	001-421.0000.67170	2,035.00
VEN08808	FBI- LEEDA				
APMWB	Check	200135876	FBI-LEEDA Training - Desjarlais	001-421.0000.64020	795.00
		200135870	FBI-LEEDA Course Registration - Johnson	001-421.0000.64020	795.00
VEN15041	FirstTwo, Inc				
APMWB	Check	3108	FirstTwo renewal	001-421.0000.62040	5,400.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	032866965	PD Uniform Nameplate & Polo	001-421.4000.72000	81.16
VEN14687	General Fire Apparatus				
APMWB	Check	21572	PFPD134 Rear Lightbar Repair	001-421.0000.67170	372.40
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1162091	PFPD132 Tires	001-421.0000.67190	645.00
I153	Idaho State Police				
APMWB	Check	IN3760	Instructor Development Course - Mack	001-421.0000.64020	625.00
		IN3726	Quarterly ILETs Fees, Oct-Dec	001-421.0000.67310	18,762.50
K011	Kaminsky, Sullenberger & Associates, Inc				
APMWB	Check	2026-03-03	Kaminsky FTO - Close	001-421.0000.64020	375.00
K086	Kootenai County Sheriff				
APMWB	Check	2025-00000041	PD Inmate Housing for City Ordinance Violat	001-421.0000.62040	70.00
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11728784	PD Interpretation Services	001-421.0000.62040	90.00
VEN14952	Magnet Forensics, LLC				
APMWB	Check	SIN086629	AXIOM Essentials	001-421.0000.63920	4,620.00
VEN14015	Midway Hyundai				
APMWB	Check	189876	PFPD165 Mount & Balance, Alignment	001-421.0000.67170	228.95
		189902	PFPD164 Mount & Balance, Alignment	001-421.0000.67170	228.95
N001	Napa Auto Parts				
APMWB	Check	363158	PD Shop - MS Elite TCP 1-yr Software Subs	001-421.0000.66014	975.00
		361605	PD Stock - Shop Towels	001-421.0000.67090	29.34
		363467	PD Stock - Motor Tune-up Fluid, Wheel Bolts	001-421.0000.67100	74.54
		363460	PFPD134 Wiper Fluid & Blade, Wheel Bearir	001-421.0000.67100	88.38
		364461	PFPD150 Battery & Core Deposit	001-421.0000.67100	157.26
		362439	PD Stock - Windshield Wiper Fluid	001-421.0000.67100	58.86
		363112	PD Stock - Blister Pack Capsules	001-421.0000.67100	30.15
		362548	PFPD138 Rotors & Brake Pad Kit	001-421.0000.67100	183.28
		362563	PD Stock - Floor Liners	001-421.0000.67100	256.06
		362414	PD Stock - Wiper Blades	001-421.0000.67100	53.96
		362580	PD Stock - Engine Oil Filters	001-421.0000.67100	51.84
		363303	PFPD119 Blower Motor Resistor	001-421.0000.67100	25.22
		363209	PD Stock - Wheel Weight, Air Filters	001-421.0000.67100	39.51
V040	ODP Business Solutions				
APMWB	Check	439782116001	Office Supplies-PD	001-421.0000.63060	45.63
		444534606001	Office Supplies-Police	001-421.0000.63060	14.44
		439782116001	Office Supplies-PD	001-421.0000.63060	70.70
				001-421.0000.66042	567.85
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032441564	PD Flares	001-421.0000.63320	252.00
		0032441563	PD Flares	001-421.0000.63320	252.00
P4384	Proforce Law Enforcement				
APMWB	Check	586235	5 patrol rifle optics and LL Shotgun Rounds	001-421.0000.67020	1,436.19
R190	Robideaux Motors Co., Inc.				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
R251 APMWB	Check	50744	PFPD181 Idle Timeout	001-421.0000.67170	515.00
VEN13988 APMWB	Check	370799/1	PD Shop - Hardware, Titebond Glue	001-421.0000.67100	45.18
T0030 APMWB	Check	240165526-00	PD Shop - Brake & Parts Cleaner	001-421.0000.67090	288.15
T118 APMWB	Check	L2510025744 L2510220951	PD Investigative Services	001-421.0000.63920 001-421.0000.63920	50.00 50.00
VEN07714 APMWB	Check	12800	PD Uniform Hat Embroidery - Ford	001-421.4000.72000	37.96
Z026 APMWB	Electronic Funds Transfr	INV/2025/10/0596 INV/2025/10/0599	PD Uniform Pants - Nordman PD Uniform Jacket - Wells	001-421.4000.72000 001-421.4000.72000	232.23 38.82
Z026 APMWB	Check	1012447	PD Wood for Range Targets	001-421.0000.67020	98.60
Dept 421 Total:					64,622.67
Dept: 423 Oasis					
VEN14365 APMWB	Check	CV28-25-6169 CV28-25-6742	VSU Client Protection Order VSU Client Legal Services	001-423.1153.68400 001-423.1153.68400	1,250.00 1,495.00
Dept 423 Total:					2,745.00
Dept: 424 Legal					
V040 APMWB	Check	444534606001	Office Supplies-Police	001-424.0000.63070	31.20
VEN15165 APMWB	Check	FY26	MOU SAUSA Partnership	001-424.0000.62040	2,250.00
Dept 424 Total:					2,281.20
Dept: 427 Animal Control					
C220 APMWB	Check	CP-0315712	PD Gasoline	001-427.0000.64030	115.48
K08222 APMWB	Check	888021634 888019996	AC Vet Services	001-427.0000.62040 001-427.0000.62040	925.05 783.19
Dept 427 Total:					1,823.72
Dept: 431 Streets					
A365 APMWB	Check	I91386	Streets Porta potty maintenance	001-431.0000.68130	229.19
A497 APMWB	Check	13644	Rapid Set Mortar Mix 55 Lb. Bag 50/pallet	001-431.0000.68150	25.06
VEN05261 APMWB	Check	110328 110389	DUMPING CLEAN CONCRETE-SL -	001-431.0000.68130 001-431.0000.68130	155.63 81.25
I070 APMWB	Check	90014421 90014450	Durapatcher Oil 2025	001-431.0000.68090 001-431.0000.68090	190.65 455.10
VEN01373 APMWB	Check	21552 21553	Red & Yellow Vinyl for Signs White vinyl for signs	001-431.0000.63260 001-431.0000.63260	1,263.75 705.00
I340 APMWB	Electronic Funds Transfr	1090441	3/8-1/4" chips for patchwork - Polston & 10th	001-431.0000.68090	247.00
L071 APMWB	Electronic Funds Transfr	T2102225TCT-2 T210725CR-11 T210825EC-4 T2102125BMP-1	LHTAC Class - ATSSA Traffic Control Techn T2 CENTER CONFLICT RESOLUTION CLA T2 CENTER EFFECTIVE COMMUNICATIO LHTAC Class - Environmental BMPs	001-431.0000.64020 001-431.0000.64020 001-431.0000.64020 001-431.0000.64020	375.00 240.00 560.00 500.00
VEN14930 APMWB	Check	0771619-IN	Safety Vests & glasses	001-431.0000.63110	174.49

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
N0991	APMWB Check			0771798-IN	Uniform Sweatshirts - Justin Robison	001-431.4000.72000	41.00
	Norco Inc						
V040	APMWB Check			0044893311	NITRILE PALM GLOVE GRAY/BLACK 2X-L	001-431.0000.63110	99.55
	ODP Business Solutions						
	APMWB Check			441622281001	Office Supplies-Finance	001-431.0000.63060	44.01
				444534606001	Office Supplies-Police	001-431.0000.63060	24.66
P325	Poe Asphalt Paving, Inc.						
	APMWB Check			10722	Asphalt for patching Spokane St SB, Grange	001-431.0000.68090	434.00
				10678	Asphalt for patchwork	001-431.0000.68090	568.40
R251	Serights Ace Hardware						
	APMWB Check			370830/1	DUCT TAPE 1.88"X55YD 2PK	001-431.0000.63000	13.49
				370828/1	Reciprocating Saw Blades	001-431.0000.63000	33.28
				370550/1	TIE DOWNS & ROPE	001-431.0000.63000	67.46
				370521/1	Buckets w/ lids, Goo gone	001-431.0000.63000	8.63
				370690/1	DUCT TAPE 1.88"X55YD 2PK	001-431.0000.63260	13.49
				370831/1	Light bulb for traffic signal	001-431.0000.63260	17.09
				370838/1	MLW RIGHT ANGLE ATTACH	001-431.0000.67090	26.99
				370842/1	ROUND BASE MAGNET65#PULL	001-431.0000.67090	22.48
				370521/1	Buckets w/ lids, Goo gone	001-431.0000.68100	80.01
				370525/1	MARKING PAINT	001-431.0000.68150	17.98
				370528/1	PROPANE	001-431.0000.68150	18.56
				370657/1	Marking Paint	001-431.0000.68150	33.17
				370681/1	PROPANE, pipe & clamps	001-431.0000.68150	29.07
A565	SiteOne Landscape Supply, LLC						
	APMWB Check			159910494-001	parts to replace sprinklers from sidewalk rep:	001-431.0000.68150	85.59
Dept 431 Total:							6,881.03
Dept: 433 Facility Maintenance							
R251	Serights Ace Hardware						
	APMWB Check			370085/1	Hardware for CH and PD	001-433.0000.67030	91.33
W0226	Walter E Nelson Co						
	APMWB Electronic Funds Transf			558102	paper supplies CH and PD	001-433.0000.63140	709.77
				558103	cleaning supplies CH and PD	001-433.0000.63150	114.05
				558173	vacuum repair	001-433.0000.66190	81.59
				558172	86002440 BRUSH STRIP 14"	001-433.0000.66190	75.65
Dept 433 Total:							1,072.39
Dept: 434 Fleet Maintenance							
A1395	Advanced Compressor & Hose Inc						
	APMWB Check			101377	SIGHT GLASS - P453	001-434.0000.63012	14.70
VEN14736	Cintas Corporation No. 3						
	APMWB Check			4247763387	Fleet Laundry & rug service	001-434.0000.63160	132.01
				4247019143	Fleet laundry & rug service	001-434.0000.63160	121.71
				4246274895		001-434.0000.63160	132.01
C3818	Cooper Fabrication, Inc.						
	APMWB Check			31462	LABOR TO REPAIR S356 PLOW WING	001-434.0000.67170	510.00
VEN04300	CW Wraps & Marketing, Inc						
	APMWB Check			19131	2025 Toyota Cross Upfit PFPD190 (Replac	001-434.0000.90010	1,015.00
F145	Freightliner Northwest- Spokane						
	APMWB Check			PC001660399 01	HYDRAULIC FILTER - S224	001-434.0000.63011	76.14
				PC001660773 02	HAND PRIMER, FUEL FILTER MODUL	001-434.0000.63011	102.95
				PC001660773 01	Puraguard Oil Coalescing - S220	001-434.0000.63011	202.16
				PC001661622 02	DIPSTICK - S219	001-434.0000.63011	258.79
				PC001657851 01	TUBE-RTRN, TRN CLR,X12,ALI 4K	001-434.0000.63011	532.99
VEN01683	Goodyear Tire & Rubber Company						
	APMWB Check			197-1161929	Tires - S224	001-434.0000.67190	2,469.50
				197-1161928	Tires - S222	001-434.0000.67190	2,469.48
VEN13129	Identifix, Inc						
	APMWB Check			484646-25	Government Subscription - Direct Hit	001-434.0000.66016	1,428.00
N001	Napa Auto Parts						
	APMWB Check			364956	Batteries - Column Lift #1	001-434.0000.63011	18.90

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	364148	Full Synthetic Supreme (slp)	001-434.0000.63011	43.63
		365313	OIL FLTR - S555	001-434.0000.63011	15.49
		364001	SPARK PLUG - stock order	001-434.0000.63011	18.52
		365113	OIL FILTER - S555	001-434.0000.63011	14.43
		363476	Batteries for Column Lift #3	001-434.0000.63011	129.50
		364997	BAT Core Deposit ()	001-434.0000.63011	-27.00
		364078	Wire Connectors - S219	001-434.0000.63011	6.08
		362496	Shop towels plus return of actuator	001-434.0000.63011	11.91
		363954	Filters stock	001-434.0000.63011	118.62
		364149	Full Synthetic Supreme -SHOP STOCK	001-434.0000.63011	50.91
		363476	Batteries for Column Lift #3	001-434.0000.63011	18.90
		364956	Batteries - Column Lift #1	001-434.0000.63011	129.50
		364948	Filters & wiper blades - stock	001-434.0000.63011	212.36
		364028	Stop/Turn/Tail Light -S219	001-434.0000.63011	42.12
		363981	Filters - C908, C423, C424	001-434.0000.63012	140.37
		364948	Filters & wiper blades - stock	001-434.0000.63012	247.74
		364997	BAT Core Deposit ()	001-434.0000.63012	-27.00
		362496	Shop towels plus return of actuator	001-434.0000.63012	13.89
		364909	SPRAY ADHESIVE	001-434.0000.63012	10.68
		364057	SPARK PLUG - P419	001-434.0000.63012	2.90
		364956	Batteries - Column Lift #1	001-434.0000.63012	129.50
		363954	Filters stock	001-434.0000.63012	118.62
		364956	Batteries - Column Lift #1	001-434.0000.63012	18.90
		364148	Full Synthetic Supreme (slp)	001-434.0000.63012	50.91
		363476	Batteries for Column Lift #3	001-434.0000.63012	259.40
		364149	Full Synthetic Supreme -SHOP STOCK	001-434.0000.63012	43.63
		364148	Full Synthetic Supreme (slp)	001-434.0000.63013	50.90
		364948	Filters & wiper blades - stock	001-434.0000.63013	247.75
		365352	BATTERY FUSE & Terminal	001-434.0000.63013	33.21
		362496	Shop towels plus return of actuator	001-434.0000.63013	13.89
		365352	BATTERY FUSE & Terminal	001-434.0000.63013	13.99
		364956	Batteries - Column Lift #1	001-434.0000.63013	127.20
		363476	Batteries for Column Lift #3	001-434.0000.63013	16.20
		363954	Filters stock	001-434.0000.63013	101.68
		364149	Full Synthetic Supreme -SHOP STOCK	001-434.0000.63013	50.90
		365436	Battery - B107	001-434.0000.63013	144.56
P1001	Pape Machinery				
APMWB	Check	903442	Sublet work - P486	001-434.0000.67170	609.84
P180	Perfection Tire				
APMWB	Check	1097465	FLAT REPAIR - P130	001-434.0000.67190	30.00
R251	Serights Ace Hardware				
APMWB	Check	370862/1	Tubing for Sweepers	001-434.0000.63011	7.16
		370753/1	Steel Bar	001-434.0000.67090	16.19
S275	Solar Eclipse				
APMWB	Check	56575	Windshield - S224	001-434.0000.67170	389.00
VEN02288	Superior Fluid Power Inc				
APMWB	Check	21607	Snow Plow Cylinder rebuild/inspect	001-434.0000.67170	468.21
		21606	Snow plow cylinder inspection/rebuild	001-434.0000.67170	569.05
T118	TPI Embroidery				
APMWB	Check	12844	Uniform items	001-434.4000.72000	200.59
VEN13040	Turf Star Western				
APMWB	Check	INV112781	Motor Sickel Drive - P464/454 & Pump	001-434.0000.63012	1,473.67
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027P107201	LIGHT-LED MDL 60 ST/T - Stock	001-434.0000.63011	104.60
		027P107423	LAMP-T/T LED 6" OVAL RED - stock & UF2I001-434.0000.63012	001-434.0000.63012	96.01
Dept 434 Total:					16,043.45
Dept: 435 GIS					
D099	DLT Solutions, LLC				
APMWB	Check	SI713194	AutoCad Licensing	001-435.0000.66020	7,210.20
P220	Post Falls Area Chamber of Commerce				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			72153	Connect4Lunch (Robert Palus)	001-435.0000.64020	25.00
Dept 435 Total:							7,235.20
Dept: 443 Parks							
VEN14551	Andy's Heating & Cooling						
APMWB	Check			44243611	Inspect fire place at Black Bay Park	001-443.0000.62180	125.00
VEN14808	Ardurra Group, Inc						
APMWB	Electronic Funds Transf			220689-17	Q'emiln Well Improvements Planning & Desi	001-443.1658.62330	5,847.40
C410	Country Lock & Key, Inc.						
APMWB	Electronic Funds Transf			#16156	Transponder Key for P142	001-443.0000.67030	32.50
				#16117	Utility keys for Construction	001-443.0000.67030	53.70
VEN15173	David Angeles						
APMWB	Check			10282025DA	Reimbursement for travel - P&R Director Inte	001-443.0000.62080	1,320.70
F002	Fairway Floor & Design Center						
APMWB	Check			10.21.25B	Carpet Tiles & Rubber Base for Parks Shop	001-443.0000.68160	1,427.60
VEN03826	FMI Equipment						
APMWB	Check			SPK-1015319	Blades for Mowers	001-443.0000.66190	299.56
G1381	Grizzly Glass Centers						
APMWB	Check			H0177015	Windshield For truck hit by pinecone	001-443.0000.67050	575.00
H1957	Horizon						
APMWB	Electronic Funds Transf			2S246675	Trimmer heads for string trimmers.	001-443.0000.66190	295.92
VEN15171	Jessica Compton						
APMWB	Check			10242025JC	Reimbursement for travel expenses	001-443.0000.62080	408.08
VEN13186	Kootenai County Parks & Waterways						
APMWB	Check			CENT TRL 25-26	Cent. Trail - Joint Powers	001-443.0000.68012	25,000.00
VEN15169	Kris Ammerman						
APMWB	Electronic Funds Transf			10202025KA	Reimburse travel expenses for P&R candida	001-443.0000.62080	439.03
VEN14065	North Idaho Pest						
APMWB	Check			2025-07	Pest control in all parks.	001-443.0000.68215	2,528.10
N1780	North Idaho Post & Pole						
APMWB	Check			ID 56146	Part to repair fence at Black Bay	001-443.0000.63530	84.30
VEN15151	Playground Outfitters, LLC						
APMWB	Check			PH81087	Swing Mats for all playgrounds	001-443.0000.68013	3,306.66
R251	Serights Ace Hardware						
APMWB	Check			370892/1	Cleaning supplies for Parks	001-443.0000.63150	51.63
				370469/1	Hardware for Parks camera equipment	001-443.0000.67030	2.78
				370548/1	Conduit for key pad at Parks Shop	001-443.0000.67030	12.59
				370730/1	Caster for Trailhead Table Cart	001-443.0000.67030	12.59
				370930/1	Antifreeze to winterize park restrooms	001-443.0000.68220	6.50
				370576/1	Irrigation parts for fall blow-outs	001-443.0000.68230	8.24
A565	SiteOne Landscape Supply, LLC						
APMWB	Check			159881008-001	Part for Irrigation Repair	001-443.0000.68230	50.00
VEN13040	Turf Star Western						
APMWB	Check			INV119216	Mulching baffle for mower	001-443.0000.66190	245.78
U0010	ULINE						
APMWB	Check			199713620	Hi Vis Coats for Parks	001-443.4000.72000	261.35
Dept 443 Total:							42,395.01
Dept: 444 Parks - Construction							
L109	Lowe's Credit Services						
APMWB	Check			86698	Hardware for Syringa & Kiwanis Vents	001-444.0000.67030	110.07
				804641234	Deck Defense for Construction	001-444.0000.68160	254.44
R251	Serights Ace Hardware						
APMWB	Check			370895/1	Downspout for Parks Shop	001-444.0000.67030	29.30
				370903/1	Downspouts extension for Parks shop	001-444.0000.67030	28.01
				370612/1	Hardware for Parks Restroom	001-444.0000.67030	23.01
VEN04018	Wm. Winkler Company						
APMWB	Check			PayApp4	Warren Road Frontage Project	001-444.0000.94180	15,614.15
Dept 444 Total:							16,058.98
Dept: 445 Recreation							

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
A365	American On-Site Services				
APMWB	Check	191431	Soccer Porta Potties	001-445.0000.65050	183.00
VEN15085	International Minute Press				
APMWB	Check	4792	Envelopes for Parks and Recreation	001-445.0000.63060	179.50
V040	ODP Business Solutions				
APMWB	Check	444112133001	Office Supplies-Recreation	001-445.0000.63060	104.64
Dept 445 Total:					467.14
Dept: 451 Planning & Zoning					
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	72153	Connect4Lunch (Robert Palus)	001-451.0000.64020	25.00
Dept 451 Total:					25.00
Dept: 452 Building Inspector					
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	72153	Connect4Lunch (Robert Palus)	001-452.0000.64020	25.00
Dept 452 Total:					25.00
Dept: 453 Engineering					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	189740	Traffic Modeling Training	001-453.0000.62040	610.00
P220	Post Falls Area Chamber of Commerce				
APMWB	Check	72153	Connect4Lunch (Robert Palus)	001-453.0000.64020	25.00
Dept 453 Total:					635.00
Fund 001 Total:					223,345.62
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
V040	ODP Business Solutions				
APMWB	Check	444111935001	Office Supplies-Recreation	003-482.4000.73000	219.39
VEN09501	Yoke's Foods Inc				
APMWB	Check	04-59978	Fruit tray for Managers meeting	003-482.0000.64080	69.99
		11-46686	mischarged Fruit tray for Managers meeting	003-482.0000.64080	-20.00
Dept 482 Total:					269.38
Fund 003 Total:					269.38
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
K08222	Kootenai Animal Hospital				
APMWB	Check	888021551	K9 Vet Services - Loki	007-425.0000.62040	115.92
Dept 425 Total:					115.92
Fund 007 Total:					115.92
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
M2005	Motorola Solutions				
APMWB	Electronic Funds Transf	1187156478	Year 1 services from Reliable Admin Service	008-426.0000.67290	36,154.41
Dept 426 Total:					36,154.41
Fund 008 Total:					36,154.41
Fund: 011 - FACILITY BUILDING RESERVE					
Dept: 491 Facility Building Reserve					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	230061-17	Black Bay Parking Lot Management Service	011-491.0000.95015	21,090.35
VEN10155	Bill's Heating Air Appliance Repair, LLC				
APMWB	Check	99222469	Raise AC for Paving at Parks Shop	011-491.0000.95015	960.00
D1165	Drains Plus Rooter and Septic				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	99597	Jettied main sewer line at Parks Shop	011-491.0000.95015	1,000.00
F002	Fairway Floor & Design Center				
APMWB	Check	10.21.25A	Replace carpet tiles for shop	011-491.0000.95015	1,297.60
Z026	Ziegler Lumber Co #017				
APMWB	Check	1007150	Pipe to repair sewer back-up	011-491.0000.95015	102.90
Dept 491 Total:					24,450.85
Fund 011 Total:					24,450.85
Fund: 017 - ANNEXATION FEES					
Dept: 410 General Government Services					
VEN13951	SCJ Alliance				
APMWB	Check	6668.1.2	Consulting Fees	017-410.0000.62040	1,340.00
Dept 410 Total:					1,340.00
Fund 017 Total:					1,340.00
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	149825	WRF Comp Sampling Day 3	650-463.0000.68360	1,000.00
		149795	WRF Oct 2025 Monthly Comp Day 2	650-463.0000.68360	1,000.00
		149721	WRF Monthly Comps Oct 2025	650-463.0000.68360	460.00
		149722	WRF Composites Testing	650-463.0000.68360	1,480.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	101437	WWTP Shop Supplies	650-463.0000.68025	13.41
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4246275186	WWTP Uniforms	650-463.4000.72000	173.87
		4247019277		650-463.4000.72000	171.59
C3090	Columbia Electric Supply				
APMWB	Check	1120-1022995	WRF Plant PLC card	650-463.0000.68025	1,168.03
F030	FedEx				
APMWB	Check	9-031-55566	WRF Sample Shipping Same Day OC Pickup	650-463.0000.68360	17.74
H030	Hach Company				
APMWB	Check	14716696	WRF Digital pH Sensor	650-463.0000.68025	1,737.10
VEN02996	Idaho Department of Environmental Quality				
APMWB	Check	25POT0014AN	2025 IDEQ IPDES Permit Fee	650-463.3215.68360	36,900.18
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0187317	WRF Hopper CMS Support	650-463.3125.95520	790.10
M195	Motion Industries				
APMWB	Check	WA03-00675754	Dynamic Mixer - Short Pay Tax	650-463.0000.90010	5,758.25
N040	NCL of Wisconsin, Inc.				
APMWB	Check	526463	WRF Lab Supplies	650-463.0000.63400	908.22
		526764	WRF Lab Supplies Agar Plates	650-463.0000.63400	487.65
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5195959	Electrode Storage Solution, for WRF lab	650-463.0000.63400	222.96
		5196093	WRF Lab Phosphate Standard Solution	650-463.0000.63400	516.14
V040	ODP Business Solutions				
APMWB	Check	443814955001	Office Supplies-Water/WW	650-463.0000.63060	44.50
O050	Oxarc Inc.				
APMWB	Electronic Funds Transf	0032434325	Sodium Bisulfite Tertiary Treatment Chemi	650-463.0000.63008	2,643.00
		0032434323	Sodium Hypochlorite (Chlorine Bleach)	650-463.0000.68820	2,251.75
R251	Serights Ace Hardware				
APMWB	Check	370826/1	WWTP Supplies	650-463.0000.63000	22.47
		370807/1	BOLT WWTP	650-463.0000.68025	27.89
		370817/1	WRF Plant PUSH THRUST ADAPTOR	650-463.0000.68025	13.66
VEN14980	Solid Rock Gate Supply				
APMWB	Check	25977	WRF Ditch 4 mixer deflector	650-463.0000.68025	2,517.25
U1006	Univar Solutions USA, LLC				
APMWB	Check	53401552	Caustic Soda Delivery WRF Tertiary Operati	650-463.0000.63008	4,217.60
		53394113	Aluminum Sulfate for Tertiary Operations	650-463.0000.63490	6,639.28

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
U145	USABlue Book				
APMWB	Check	INV00854827	WRF Collections and Lab Supplies	650-463.0000.63400	423.66
		INV00860298	WRF Lab CaSO4; 8 Mesh	650-463.0000.63400	167.25
Dept 463 Total:					71,773.55
Dept: 466 Wastewater - Collections					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transf	240451-10	41 & Poleline Gravity Sewer Ardurra Septem	650-466.3221.68400	1,132.50
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4246275186	WWTP Uniforms	650-466.4000.72000	173.87
F020	Fastenal Company				
APMWB	Electronic Funds Transf	IDCOE226222	WWTP Collection Supplies	650-466.0000.63330	69.76
I129	Idaho Rural Water Assoc.				
APMWB	Check	E7676	2025 IRWA CONFERENCE Jason C	650-466.0000.64020	285.00
P4900	Pumptech, Inc				
APMWB	Check	15237	Replacement pumps for Wide River	650-466.3104.68400	6,960.00
VEN14987	SWS Equipment LLC				
APMWB	Check	W10549SPO	Repairs to CCTV camera	650-466.0000.63330	6,231.27
U145	USABlue Book				
APMWB	Check	INV00858178	WRF Collections Manhole Bridge	650-466.0000.63000	436.90
		INV00854827	WRF Collections and Lab Supplies	650-466.0000.63330	259.67
Dept 466 Total:					15,548.97
Dept: 468 Wastewater - Surface Water					
H1957	Horizon				
APMWB	Electronic Funds Transf	2S247052	WRF Surface Water Blowout Parts	650-468.0000.68380	225.45
Dept 468 Total:					225.45
Fund 650 Total:					87,547.97
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0187318	WRF Master Plan Rate Study	651-463.3208.95500	665.73
Dept 463 Total:					665.73
Fund 651 Total:					665.73
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
K100	Kootenai County Solid Waste				
APMWB	Check	09-30289/13-15790	Park clean-up	700-461.0000.65050	85.90
		09-30289/13-18987	Big can refuse	700-461.0000.65050	50.62
		09-30289/13-19440	Big Can Refuse	700-461.0000.65050	20.71
		09-30289/13-15120	Shrub clippings from Crown Pointe	700-461.0000.65050	10.62
		09-30289/13-18138	Shrub clippings from Pocket Park	700-461.0000.65050	6.90
		09-30289/13-25295	Root debris disposal	700-461.0000.65050	65.20
		09-30289/13-19237	Big Can Refuse	700-461.0000.65050	39.88
Dept 461 Total:					279.83
Fund 700 Total:					279.83
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	149766	Water Coliform Presence/Absence	750-462.0000.68360	480.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4247019277	WWTP Uniforms	750-462.4000.72000	171.58
V040	ODP Business Solutions				
APMWB	Check	442639426001	Office Supplies- Water/WW	750-462.0000.63060	127.78
		443814955001	Office Supplies-Water/WW	750-462.0000.63060	11.90

Dept 462 Total: 791.26

Fund 750 Total: 791.26

Packet: APPKT18967 - Check Run for Council 11.4.25
Vendor Set: 01 - Vendor Set 01

Check Date: 10/29/2025

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
VEN14948	Century West Engineering Corp.				
APMWB	Check	250898	Westwood Century West Invoice September	753-462.3225.95500	4,984.99
Dept 462 Total:					4,984.99
Fund 753 Total:					4,984.99
Report Total:					379,945.96



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	330.00
	001-22115	25,975.00
	001-411.0000.62060	8,681.00
	001-411.0000.62360	25,000.00
	001-412.0000.63030	194.96
	001-412.0000.66030	195.96
	001-414.0000.63050	31.00
	001-414.0000.63060	27.26
	001-414.0000.64010	75.00
	001-414.1445.62170	353.76
	001-414.1445.62190	170.89
	001-421.0000.62040	5,650.92
	001-421.0000.63060	130.77
	001-421.0000.63210	180.00
	001-421.0000.63320	504.00
	001-421.0000.63920	18,770.00
	001-421.0000.64020	3,808.00
	001-421.0000.64030	5,646.74
	001-421.0000.66014	975.00
	001-421.0000.66042	567.85
	001-421.0000.67020	1,534.79
	001-421.0000.67090	317.49
	001-421.0000.67100	1,064.24
	001-421.0000.67170	3,480.30
	001-421.0000.67190	645.00
	001-421.0000.67310	18,762.50
	001-421.0000.68010	2,194.90
	001-421.4000.72000	390.17
	001-423.1153.68400	2,745.00
	001-424.0000.62040	2,250.00
	001-424.0000.63070	31.20
	001-427.0000.62040	1,708.24
	001-427.0000.64030	115.48
	001-431.0000.63000	122.86
	001-431.0000.63060	68.67
	001-431.0000.63110	274.04
	001-431.0000.63260	1,999.33
	001-431.0000.64020	1,675.00
	001-431.0000.67090	49.47
	001-431.0000.68090	1,895.15
	001-431.0000.68100	80.01
	001-431.0000.68130	466.07
	001-431.0000.68150	209.43
	001-431.4000.72000	41.00
	001-433.0000.63140	709.77
	001-433.0000.63150	114.05
	001-433.0000.66190	157.24
	001-433.0000.67030	91.33
	001-434.0000.63011	2,088.66
	001-434.0000.63012	2,593.92
	001-434.0000.63013	800.28
	001-434.0000.63160	385.73
	001-434.0000.66016	1,428.00
	001-434.0000.67090	16.19
	001-434.0000.67170	2,546.10
	001-434.0000.67190	4,968.98

001-434.0000.90010	1,015.00
001-434.4000.72000	200.59
001-435.0000.64020	25.00
001-435.0000.66020	7,210.20
001-443.0000.62080	2,167.81
001-443.0000.62180	125.00
001-443.0000.63150	51.63
001-443.0000.63530	84.30
001-443.0000.66190	841.26
001-443.0000.67030	114.16
001-443.0000.67050	575.00
001-443.0000.68012	25,000.00
001-443.0000.68013	3,306.66
001-443.0000.68160	1,427.60
001-443.0000.68215	2,528.10
001-443.0000.68220	6.50
001-443.0000.68230	58.24
001-443.1658.62330	5,847.40
001-443.4000.72000	261.35
001-444.0000.67030	190.39
001-444.0000.68160	254.44
001-444.0000.94180	15,614.15
001-445.0000.63060	284.14
001-445.0000.65050	183.00
001-451.0000.64020	25.00
001-452.0000.64020	25.00
001-453.0000.62040	610.00
001-453.0000.64020	25.00
Fund 001 Total:	223,345.62
003 - PERSONNEL BENEFIT POOL	
003-482.0000.64080	49.99
003-482.4000.73000	219.39
Fund 003 Total:	269.38
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	115.92
Fund 007 Total:	115.92
008 - 911 SUPPORT	
008-426.0000.67290	36,154.41
Fund 008 Total:	36,154.41
011 - FACILITY BUILDING RESERVE	
011-491.0000.95015	24,450.85
Fund 011 Total:	24,450.85
017 - ANNEXATION FEES	
017-410.0000.62040	1,340.00
Fund 017 Total:	1,340.00
650 - RECLAIMED WATER OPERATING	
650-463.0000.63000	22.47
650-463.0000.63008	6,860.60
650-463.0000.63060	44.50
650-463.0000.63400	2,725.88
650-463.0000.63490	6,639.28
650-463.0000.68025	5,477.34
650-463.0000.68360	3,957.74
650-463.0000.68820	2,251.75
650-463.0000.90010	5,758.25
650-463.3125.95520	790.10
650-463.3215.68360	36,900.18
650-463.4000.72000	345.46
650-466.0000.63000	436.90
650-466.0000.63330	6,560.70
650-466.0000.64020	285.00
650-466.3104.68400	6,960.00
650-466.3221.68400	1,132.50
650-466.4000.72000	173.87
650-468.0000.68380	225.45
Fund 650 Total:	87,547.97

651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3208.95500		665.73
Fund 651 Total:		665.73
700 - SANITATION		
700-461.0000.65050		279.83
Fund 700 Total:		279.83
750 - WATER OPERATING		
750-462.0000.63060		139.68
750-462.0000.68360		480.00
750-462.4000.72000		171.58
Fund 750 Total:		791.26
753 - WATER CAPITAL		
753-462.3225.95500		4,984.99
Fund 753 Total:		4,984.99
Report Total:		379,945.96

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILIT

10/17/2025	\$107,897.68	APA001225	Avista
10/17/2025	\$164.98	APA001226	Charter Communications
10/17/2025	\$2,097.18	APA001227	East Greenacres Irrigation
10/17/2025	\$167.80	APA001228	H & H Business Systems
10/17/2025	\$92.40	APA001229	Kootenai County Solid Waste
10/17/2025	\$217.10	APA001230	Kootenai Electric
10/17/2025	\$470.06	APA001231	Ricoh USA Inc.
10/23/2025	\$155.00	APA001392	Charter Communications
10/23/2025	\$159.99	APA001393	Charter Communications
10/23/2025	\$2,691.96	APA001394	Kootenai County Solid Waste
10/23/2025	\$65.00	APA001395	Kootenai Electric
10/23/2025	\$500.36	APA001396	Verizon Wireless
10/23/2025	\$6,137.97	APA001397	Ziply Fiber
	\$120,817.48		

Y FOR CHECK RUN 11/5/25

Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-431.0000.66050
Pay Before Due Date	700-461.0000.65050
Pay Before Due Date	001-465.0000.65103
Pay Before Due Date	001-445.0000.66050
Pay Before Due Date	001-442.0000.65030
Pay Before Due Date	001-421.0000.65030
Pay Before Due Date	Various
Pay Before Due Date	001-443.0000.65021
Pay Before Due Date	Various
Pay Before Due Date	Various

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Victoria Howell, Purchasing/CSR

SUBJECT: August Cash and Investments

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

Each month the Finance Department provides a report detailing the expenditures, to date, under the adopted budget (per Idaho Code 50-208) and a report on the cash and investments for that month (per Idaho Code 50-135) to ensure that the council, and the public is aware of the city's financial position. Idaho Code 50-708 requires at least quarterly during the year council review a treasurer's report that includes the accounts and doings of the chief finance officer of the city. The attached reports are for August 2025. The budget summary report details the budgeted amount by expenditure type and the amount expended through the end of August in both dollars and by percentage. The Cash and Investments Report shows the amounts the city has on deposit with the noted institutions as well as cash on hand. At the end of August, the total of investments and cash on hand was \$234,575,086.56. Finally, the Treasurer's Report of Cash and Investment Transactions details the receipts and disbursements to each fund during the month of August.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$234,575,083.56

BUDGET CODE:

Various

ATTACHMENTS:

1. Budget Status Report
2. Cash and Investments
3. Treasurer's Report of Cash and Investment Transactions

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 171,935.60	\$ 125,230.26	72.8%
	Personnel	<u>127,189.88</u>	<u>105,616.95</u>	83.0%
		299,125.48	230,847.21	77.2%
412 - INFORMATION SYSTEMS	Operating	144,650.00	259,370.53	179.3%
	Capital	17,500.00	16,479.96	0.0%
	Personnel	<u>730,352.76</u>	<u>633,123.20</u>	86.7%
		892,502.76	908,973.69	101.8%
413 - GENERAL SERVICES	Operating	27,000.00	11,459.69	42.4%
	Personnel	<u>575,111.36</u>	<u>514,090.70</u>	89.4%
		602,111.36	525,550.39	87.3%
414 - FINANCE	Operating	624,485.00	626,434.78	100.3%
	Personnel	<u>705,291.14</u>	<u>613,741.19</u>	87.0%
		1,329,776.14	1,240,175.97	93.3%
415 - CITY CLERK	Operating	53,603.00	30,219.83	56.4%
	Capital	-	-	0.0%
	Personnel	<u>93,315.60</u>	<u>71,315.55</u>	76.4%
		146,918.60	101,535.38	69.1%
417 - MEDIA/CABLE FRANCHISE	Operating	64,850.00	40,070.51	61.8%
	Capital	-	-	0.0%
	Personnel	<u>161,845.81</u>	<u>141,516.49</u>	87.4%
		226,695.81	181,587.00	80.1%
418 - HUMAN RESOURCES	Operating	6,950.00	5,988.35	86.2%
	Personnel	<u>248,491.12</u>	<u>220,615.39</u>	88.8%
		255,441.12	226,603.74	88.7%
421 - POLICE	Operating	945,243.54	978,599.80	103.5%
	Capital	330,000.00	363,964.65	110.3%
	Personnel	<u>9,150,342.05</u>	<u>7,283,547.44</u>	79.6%
		10,425,585.59	8,626,111.89	82.7%
423 - OASIS	Operating	4,100.00	53,490.66	1304.7%
	Capital	-	-	0.0%
	Personnel	<u>133,544.76</u>	<u>141,009.58</u>	105.6%
		137,644.76	194,500.24	141.3%
424 - LEGAL (PROSECUTING)	Operating	82,446.00	233,541.35	283.3%
	Capital	-	-	0.0%
	Personnel	<u>1,061,552.81</u>	<u>864,296.16</u>	81.4%
		1,143,998.81	1,097,837.51	96.0%
427 - ANIMAL CONTROL	Operating	17,050.00	9,292.45	54.5%
	Personnel	<u>209,315.89</u>	<u>182,087.93</u>	87.0%
		226,365.89	191,380.38	84.5%
431 - STREETS	Operating	1,993,650.00	1,613,932.70	81.0%
	Capital	6,650,000.00	1,867,514.59	0.0%
	Personnel	<u>1,674,238.01</u>	<u>1,306,913.63</u>	78.1%
		10,317,888.01	4,788,360.92	46.4%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	21,030.00	5,365.85	25.5%
	Personnel	-	121.89	0.0%
		<u>21,030.00</u>	<u>5,487.74</u>	26.1%
433 - FACILITY MAINTENANCE	Operating	88,880.00	35,444.72	39.9%
	Capital	-	-	0.0%
	Personnel	<u>346,802.57</u>	<u>294,592.15</u>	84.9%
		435,682.57	330,036.87	75.8%
434 - FLEET MAINTENANCE	Operating	257,537.00	246,172.79	95.6%
	Capital	2,784,000.00	2,331,986.71	83.8%
	Personnel	<u>507,623.03</u>	<u>343,600.87</u>	67.7%
		3,549,160.03	2,921,760.37	82.3%
435 - GIS	Operating	62,050.00	59,611.91	96.1%
	Personnel	<u>205,163.73</u>	<u>179,056.42</u>	87.3%
		267,213.73	238,668.33	89.3%
441 - URBAN FORESTRY	Operating	53,975.00	50,821.21	94.2%
	Capital	-	25,985.05	0.0%
	Personnel	<u>297,460.01</u>	<u>264,559.32</u>	88.9%
		351,435.01	341,365.58	97.1%
442 - CEMETERY	Operating	117,725.00	119,781.11	101.7%
	Capital	-	-	0.0%
	Personnel	<u>256,391.79</u>	<u>225,031.88</u>	87.8%
		374,116.79	344,812.99	92.2%
443 - PARKS	Operating	1,068,108.00	818,761.27	76.7%
	Capital	812,004.00	209,016.56	25.7%
	Personnel	<u>1,550,224.34</u>	<u>1,326,052.67</u>	85.5%
		3,430,336.34	2,353,830.50	68.6%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>80,000.00</u>	<u>597,748.44</u>	747.2%
		80,000.00	597,748.44	747.2%
445 - RECREATION	Operating	253,358.00	227,516.58	89.8%
	Capital	-	-	0.0%
	Personnel	<u>986,129.35</u>	<u>716,834.98</u>	72.7%
		1,239,487.35	944,351.56	76.2%
451 - PLANNING & ZONING	Operating	32,918.95	20,911.93	63.5%
	Capital	-	-	100.0%
	Personnel	<u>402,502.26</u>	<u>298,983.66</u>	74.3%
		435,421.21	319,895.59	73.5%
452 - BUILDING INSPECTOR	Operating	27,500.00	25,952.11	94.4%
	Personnel	803,157.89	669,568.55	83.4%
	Capital	-	-	
		830,657.89	695,520.66	83.7%
453 - ENGINEERING	Operating	46,600.00	21,345.38	45.8%
	Capital	10,000.00	6,600.00	100.0%
	Personnel	<u>837,813.54</u>	<u>630,797.17</u>	75.3%
		894,413.54	658,742.55	73.7%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	90,705.00	147,490.17	162.6%
	Capital	-	-	0.0%
	Personnel	243,835.96	216,374.85	88.7%
		<u>334,540.96</u>	<u>363,865.02</u>	108.8%
465 - STREET LIGHTS	Operating	660,000.00	675,261.14	102.3%
		<u>660,000.00</u>	<u>675,261.14</u>	102.3%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,825,386.00	910,179.73	49.9%
	Capital	-	-	0.0%
		<u>1,825,386.00</u>	<u>910,179.73</u>	49.9%
482 - PERSONNEL POOL	Operating	4,894,400.00	4,486,533.37	91.7%
	Personnel	(375,483.02)	46,275.82	-12.3%
		<u>4,518,916.98</u>	<u>4,532,809.19</u>	100.3%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
TOTAL GENERAL FUND		<u>45,251,852.73</u>	<u>34,547,800.58</u>	76.3%
002 - INSURANCE FUND	Operating	403,409.00	426,424.00	105.7%
		<u>403,409.00</u>	<u>426,424.00</u>	105.7%
003 - PERSONNEL FUND	Operating	52,500.00	39,557.31	75.3%
	Capital	-	-	0.0%
	Personnel	4,996,900.00	3,809,810.22	76.2%
		<u>5,049,400.00</u>	<u>3,849,367.53</u>	76.2%
004-Street Lights	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	
007 - DRUG SEIZURE FUND	Operating	168,000.00	28,910.65	17.2%
	Capital	-	-	
		<u>168,000.00</u>	<u>28,910.65</u>	17.2%
008 - 911 FUND	Operating	2,378,737.23	227,182.44	9.6%
	Capital	-	1,150,611.61	0.0%
	Personnel	30,723.47	22,114.88	72.0%
		<u>2,409,460.70</u>	<u>1,399,908.93</u>	58.1%
011 - FACILITY BUILDING RESERVE FUND	Operating	3,772,000.00	-	0.0%
	Capital	8,548,000.00	1,069,737.77	0.0%
		<u>12,320,000.00</u>	<u>1,069,737.77</u>	0.0%
017 - ANNEXATION FUND	Operating	220,000.00	196,990.79	89.5%
	Capital	1,500,000.00	-	
		<u>1,720,000.00</u>	<u>196,990.79</u>	11.5%
023 - SPECIAL EVENTS FUND	Operating	145,470.00	36,959.38	25.4%
		<u>145,470.00</u>	<u>36,959.38</u>	25.4%
029 - CEMETERY IMPROVEMENTS FUND	Operating	208,000.00	38,986.00	18.7%
	Capital	42,000.00	4,400.00	
		<u>250,000.00</u>	<u>43,386.00</u>	17.4%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	1,000,000.00	580,947.23	58.1%
		<u>1,000,000.00</u>	<u>580,947.23</u>	58.1%

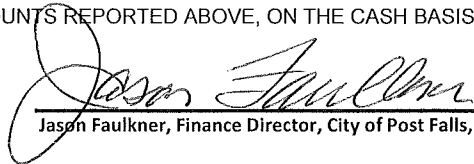
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED August 31, 2025

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,190,000.00	53,779.40	2.5%
	Capital	<u>15,000.00</u>	<u>26,762.00</u>	0.0%
		2,205,000.00	80,541.40	3.7%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,150,000.00	141,410.57	0.0%
	Capital	950,000.00	173,864.68	
		<u>3,100,000.00</u>	<u>315,275.25</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	319,000.00	10,072.37	0.0%
	Capital	3,311,000.00	1,213,834.93	36.7%
		<u>3,630,000.00</u>	<u>1,223,907.30</u>	33.7%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
410 - LID 2004	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	17,979,557.86	14,259,507.62	79.3%
	Capital	17,457,931.00	811,459.61	4.6%
	Personnel	3,129,033.14	2,130,756.17	68.1%
		<u>38,566,522.00</u>	<u>17,201,723.40</u>	44.6%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	930,509.00	678,209.00	72.9%
	Capital	6,000,990.00	2,327,023.26	38.8%
		<u>6,931,499.00</u>	<u>3,005,232.26</u>	43.4%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	16,090,000.00	1,009,214.43	6.3%
	Operating	6,455,000.00	-	
		<u>22,545,000.00</u>	<u>1,009,214.43</u>	4.5%
700 - SANITATION FUND	Operating	4,711,427.00	4,557,623.03	96.7%
		<u>4,711,427.00</u>	<u>4,557,623.03</u>	96.7%
750 - WATER OPERATING FUND	Operating	2,379,409.73	1,265,640.61	53.2%
	Capital	4,213,756.00	1,195,968.68	
	Personnel	1,184,793.71	861,960.24	72.8%
		<u>7,777,959.44</u>	<u>3,323,569.53</u>	42.7%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	6,775,136.00	10,942.76	0.2%
		<u>6,775,136.00</u>	<u>10,942.76</u>	0.2%
GRAND TOTAL		<u>\$ 164,960,135.87</u>	<u>\$ 72,908,462.22</u>	44.2%

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


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

City of Post Falls
Cash and Investments
8/31/2025

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	108,456,107.36
LGIP Acct 1441	300,798.71
<u>First Financial Equity Corporation</u>	
General Accts Investments	20,507,453.86
Contingency Accts	8,913,686.79
Replacement & Reserve Accts	62,729,717.03
<u>Moreton Capital Investments</u>	
Moreton Securities	21,292,844.71
<u>Mountain West bank</u>	
Repurchase Sweep Account	12,297,846.81
Checking Account	75,003.29
<u>Cash on Hand</u>	
Finance	300.00
Animal Control	150.00
Police	525.00
Recreation	100.00
Park	400.00
Planning and Zoning	150.00
Total	<u><u>\$ 234,575,083.56</u></u>

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

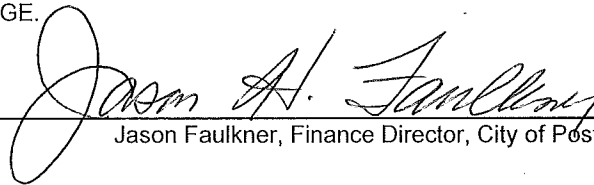


Jason Faulkner, Finance Director, City of Post Falls, Idaho

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
8/31/2025

FUND	BALANCE 07/31/2025	RECEIPTS	DISBURSEMENTS	BALANCE 08/31/2025
001 - GENERAL FUND	\$38,523,579.31	\$1,626,456.38	\$4,026,681.78	\$ 36,123,353.91
002 - COMPREHENSIVE LIABILITY	582,008.08	\$18,333.86	\$ -	600,341.94
003 - PERSONNEL BENEFIT POOL	(51,710.65)	\$417,269.12	\$377,875.14	(12,316.67)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	191,514.15	\$25,551.32	\$ 11,450.23	205,615.24
008 - 911 SUPPORT	3,715,697.89	\$122,986.01	\$10,558.30	3,828,125.60
011 - FACILITY BUILDING RESERVE	12,235,760.08	\$23,368.14	\$196,069.83	12,063,058.39
017 - ANNEXATION FEES	1,811,966.87	\$15,994.23	\$44,274.13	1,783,686.97
023 - SPECIAL EVENTS	456,023.79	\$10,315.25	\$5,631.86	460,707.18
029 - CEMETERY CAPITAL IMPROVEMENT	563,384.73	\$3,135.88	\$ 125.00	566,395.61
034 - KOOTENAI FIRE/EMS IMPACT FEES	194,565.85	\$19,573.34	\$120,974.67	93,164.52
035 - PUBLIC SAFETY IMPACT FEES	3,413,031.28	\$28,676.74	\$2,871.73	3,438,836.29
037 - STREETS IMPACT FEES	8,886,877.09	\$103,614.19	\$28,551.00	8,961,940.28
038 - PARKS IMPACT FEES	5,929,815.18	\$88,220.07	\$38,680.08	5,979,355.17
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(17,722.80)	\$8,109.17	\$ -	(9,613.63)
450 - LID GUARANTEE	18,983.52	\$53.30	\$ -	19,036.82
650 - RECLAIMED WATER OPERATING	76,620,066.58	\$2,134,013.37	\$1,634,726.01	77,119,353.94
651 - RECLAIMED WATER CAPITAL - WWTP	29,035,315.45	\$953,962.12	\$97,170.78	29,892,106.79
652 - RECLAIMED WATER CAPITAL - COLLECTOR	19,807,897.58	\$827,165.99	\$65,146.65	20,569,916.92
653-WASTEWATER STORM WATER	-	\$ -	\$ -	-
700 - SANITATION	1,274,883.09	\$462,335.54	\$488,648.28	1,248,570.35
750 - WATER OPERATING	26,310,981.07	\$852,483.09	\$623,379.78	26,540,084.38
753 - WATER CAPITAL	5,103,636.60	\$30,706.84	\$ -	5,134,343.44
GRAND TOTAL:	\$ 234,575,574.86	\$ 7,772,323.95	\$ 7,772,815.25	\$ 234,575,083.56

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



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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhiannon O'Neill, Deputy City Clerk
SUBJECT: Warren Field Playfield Project Funding Agreement

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the Warren Field Project Funding Agreement with the Post Falls Urban Renewal Agency (PFURA).

DISCUSSION:

With approval of this agreement, the PFURA will reimburse the city for \$80,000 of the costs incurred for providing street parking for Warren Field Playfield on North Idaho Street and East Second Avenue. The reimbursement will occur after the PFURA satisfies any reimbursement due to any other party pursuant to Agency Policy No. 7. \$325,000 of the project costs will be paid with the Idaho Community Development Block Grant funds. The remaining cost of the project was paid from city funds.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

October 7, 2025
April 16, 2024

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$80,000 reimbursed to the city.

BUDGET CODE:

ATTACHMENTS:

1. PROJECT FUNDING AGREEMENT Warren Playfield Project

PROJECT FUNDING AGREEMENT

Warren Playfield Project

THIS AGREEMENT is executed this _____, by and between the **City of Post Falls** (the “City”), an Idaho municipal corporation, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and the **Post Falls Urban Renewal Agency** (the “Agency”), an Idaho urban renewal agency, established by the City as an independent public body, with its principal place of business at 201 E. Fourth Street, Post Falls, ID 83854.

WHEREAS, the City is authorized under Idaho Code Title 50, Chapters 20 and 29, to establish an urban renewal agency by resolution and to adopt urban renewal plans, revenue allocation areas, competitively disadvantaged border community declarations, deteriorated area declarations, and to provide improvements within an urban renewal plan area for the benefit of the public; and

WHEREAS, the City adopted Resolution 91-11 to establish the Agency as the City’s independent urban renewal agency with the powers authorized under Idaho Code Title 50, Chapters 20 and 29, including funding the construction of public infrastructure projects contained in an urban renewal district plan adopted by the City; and

WHEREAS, the City, acting in conjunction with the Agency, adopted Ordinance 1415 establishing the Downtown Urban Renewal District (the “District”) and plan along with a revenue allocation area; and

WHEREAS, the Downtown District Urban Renewal Plan (the “Plan”) contemplates using tax increment financing to fund the construction of identified public infrastructure, including the Project that is the subject of this Agreement (the “Project”), in the district to encourage development and economic growth in the district; and

WHEREAS, the City is ready to construct the Project and the parties desire to confirm their obligations concerning its design, construction, and financing.

NOW THEREFORE, IN CONSIDERATION of the mutual goals and consideration to be derived by the parties, the parties enter this understanding as follows:

ARTICLE I: DESCRIPTION AND DESIGN OF PROJECT

- 1.1. **Description and Purpose of Project:** The Project is located on North Idaho Street and East Second Avenue and is intended to provide new on street parking for the Warren Playfield. The total reimbursable Project costs are \$80,000.00, as shown in Exhibit A attached hereto. All work to accomplish the intended purpose is included within the scope of the Project.

ARTICLE II: PROJECT CONSTRUCTION

- 2.1. Property Acquisition: The City is responsible to acquire any property that may be needed to construct the Project and for all associated costs. If necessary, the City may retain the services of appraisers, lawyers, and other professional consultants to obtain the necessary property.
- 2.2. Bidding: The City has solicited construction bids, and awarded a construction contract, consistent with the requirements of Idaho laws concerning public works construction. The parties agree that all third-party bidding costs, including, costs to rebid the Project or to resolve bid disputes, if necessary, are reimbursable Project costs as described in and limited by Section 3.1.
- 2.3. Construction Management: Following bidding and award of a construction contract, the City will manage the construction of the Project, using City staff and/or a third-party consultants hired to perform construction management services. Upon completion of construction, and acceptance of the Project by the City, the City will provide the Agency with a construction summary and copies of all third-party invoices for the construction phase. All construction costs incurred by the city, including third party construction management costs but excluding resolution of any disputes under the construction contract, are reimbursable Project costs as described in and limited by Section 3.1.
- 2.4. Project Completion: The City shall complete the Project, as detailed in Exhibit A attached hereto, on or before the 1st day of January, 2026.

ARTICLE III. REIMBURSEMENT OF PROJECT COSTS

- 3.1. Reimbursable Project Costs: The Agency agrees to reimburse the City for all reimbursable Project costs, as described above in a total amount not to exceed \$80,000.00. The City agrees to manage costs, consistent with contractual and legal requirements, to limit Project costs increases to the extent practical.
- 3.2. Source and Timing of Repayment: The Agency agrees to make reimbursements for the Project using tax increment funds attributable to the District as they become available. The Agency will reimburse the City after satisfying any reimbursement due to any other party pursuant to Agency Policy No. 7, attached hereto as Exhibit B. The Agency agrees to advise the City on a semi-annual basis of the status of outstanding repayment obligations and the accrued tax increment or other sources available to reimburse or make payments for the Project.
- 3.3. Termination of Repayment Obligation: The parties acknowledge that the District has a finite life, and that all reimbursements/payments must be completed prior to the District's maturity date of June 1, 2041. The City also understands and acknowledges that any costs or other obligations associated with the Project which are not documented and provided to the Agency in sufficient time to be paid prior to the maturity date of the District, may not be reimbursed and will not be an obligation or liability of the Agency.

ARTICLE IV. MISCELLANEOUS

- 4.1. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City to the Agency.
- 4.2. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 4.3. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 4.4. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 4.5. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement. Each party shall be responsible for its own costs of any mediation and the parties shall equally split the fees of the mediator.
- 4.6. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 4.7. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 4.8. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County or the United States District Court for the District of Idaho and may not thereafter be removed to any other state or federal court.
- 4.9. No Third Party Beneficiaries: The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

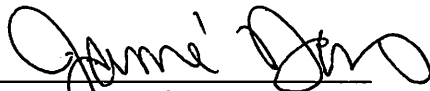
[Signature Page Follows]

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

Attest: _____
Shannon Howard, City Clerk

POST FALLS URBAN RENEWAL

By: 
Jaime Davis, Chairperson


Len Crosby, Treasurer

Exhibit A

To: postfallsura@gmail.com

Subject: Warren Playfield Parking Improvements -- City Reimbursement request

The City would like to request reimbursement of \$80,000 to be expended in City funds for the construction of new on-street parking on two sides of Warren Playfield in the Downtown Urban Renewal District.

The City is currently under contract for the design of road improvements to the sections of 2nd Ave and Idaho St. fronting along Warren Playfield. (See attached map.) The Improvements will generally include curb, gutter, sidewalks, pedestrian ramps, pedestrian lighting, landscape and irrigation and asphalt striped parking areas in accordance with the 2018 City Center Parking Plan. The City was awarded a grant for \$325,000 from Idaho CDBG, towards the construction of the project, at an estimated total of \$422,000. The remaining \$97,000 is expected to come from City funds and in-kind support. The improvements will create approximately 28 new parking stalls.

The construction of the project is anticipated to be complete by Fall 2025.

The total estimated cost of construction is as follows:

Line Items	ICDBG CARES	City Cash	City In-Kind	Total
Planning & Grant Writing				\$0
Grant Administration			\$15,000.00	\$15,000.00
Design Professional	\$20,000.00	\$80,000.00	\$2,000.00	\$102,000.00
Soft Cost				\$0
Construction	\$305,000.00			\$305,000.00
Equipment				\$0
Acquisition				\$0
Legal				\$0
Other				\$0
Total Costs	\$325,000.00	\$80,000.00	\$17,000.00	\$422,000.00

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Nancy Thurwachter, Planning Admin

SUBJECT: Pleasant View Annexation Development and Annexation Agreement Amendment - Addendum #1 (ANNX-0006-2020)

ITEM AND RECOMMENDED ACTION:

Approve the attached Development and Annexation Agreement - Addendum #1 that is associated with the Pleasant View Annexation Agreement (File No. ANNX-0006-2020).

DISCUSSION:

The subject property was annexed by the city in 2022. The property owner intended to construct a trucking/railroad transload facility on the property. The annexation agreement required certain public infrastructure to serve the property to be built by both the applicant and the city by the end of 2024.

Since that time, the property owner has decided not to proceed with the project for the foreseeable future due to increased construction costs. Because the construction timelines contained in the agreement will not be met by the city or by the property owner, the agreement needs to be amended to remove those obligations. Addendum #1 to the agreement removes those obligations and replaces them with the city's standard infrastructure clauses that are normally included in annexation agreements. This language requires the property owner to install the infrastructure when needed in the future. If public utilities are not available at that time, the owner may elect to use other lawful alternatives until such time as public services are available. At that time, the owner must connect to public utilities.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Annexation Agreement Addendum #1 was approved June 3, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the Annexation Agreement Addendum #1 was approved June 3, 2025.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 20251022185030560

RECORDING REQUESTED BY:
CITY OF POST FALLS
408 N. Spokane Street
Post Falls, Idaho 83854
Tel: (208) 73-0215

DEVELOPMENT AND ANNEXATION AGREEMENT ADDENDUM #1

Pleasant View Annexation – Project Drive (File No. ANNEX-0006-2020)

The City of Post Falls, hereinafter “City,” a municipal corporation organized and existing pursuant to the laws of the State of Idaho, 408 N. Spokane Street, Post Falls, Idaho 83854, and Wil-Hunt I, LLC, a Washington Limited Liability Company, with its principal place of business at 7405 S. Hayford Road, Cheney, WA 99004, hereinafter “Wil-Hunt” enter into this Addendum to the Development and Annexation Agreement for Pleasant View Annexation – Project Drive.

WHEREAS, a Development and Annexation Agreement for the Project was entered into between the City and Will-Hunt on January 18, 2022 and recorded as Instrument No. 2882760000 on January 19, 2022, in the office of the Kootenai County Recorder which provided for certain improvements to be constructed as a condition of the requested annexation; and

WHEREAS, the parties have agreed to amend and remove provisions related to the installation of public infrastructure and execute this Addendum to the existing Development and Annexation Agreement to reflect such terms.

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, it is agreed that the Development and Annexation Agreement is amended as follows:

1. That Paragraph 3.1 is deleted and replaced with the following:

3.1 Water: The Owner agrees to use the Post Falls Municipal water supply system as the domestic water supply system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges specifically related to the Property and generally applicable at the time service is requested. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection to the specified public systems. If water capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon public water service becoming available, the Owner agrees to disconnect from the temporary service and connect to the public water service.

2. That Paragraph 3.2 is deleted and replaced with the following:

3.2 Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.

3. That Article IV. Pleasant View Road Infrastructure Construction and Financing, inclusive of Paragraphs 4.1 through 4.2.6, is deleted entirely.

4. That Paragraph 5.2.1 be added which states:

5.2.1 Grant of Construction Easements: Owner acknowledges that the water, wastewater, and transportation improvements which may be required to develop the Property will ultimately be extended north and east in construction projects managed by the City or others. Owner agrees to grant to the City, at no additional costs any temporary construction easements or permanent utility easements that may be reasonably necessary to allow the City to extend the water and wastewater lines and to extend the transportation improvements to the north and east.

5. That Paragraph 6.4 is deleted and replaced with the following:

6.4 Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

6. That the Development and Annexation Agreement for Pleasant View Annexation – Project Drive entered into on January 18, 2022, located in File No. ANNX-0006-2020, Post Falls Community Development, be incorporated herein and made a part hereof as if set forth fully herein and shall be a term of this Agreement except as modified herein.
7. That all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Addendum shall be binding upon the parties and their respective heirs, successors (be merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. No rights

or duties contained herein may be transferred or assigned except through the transfer of ownership of the land.

8. That this Development and Annexation Agreement Addendum #1, to the Development and Annexation Agreement for Pleasant View Annexation – Project Drive and any prior Agreements constitute the entire agreement of the parties.

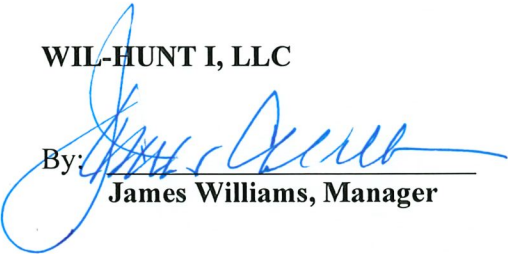
IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and Red Tail has executed this Agreement to be effective the day and year written hereafter.

Dated this _____ of March 2025.

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

WIL-HUNT I, LLC

By: 
James Williams, Manager

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

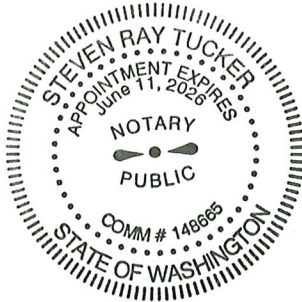
STATE OF IDAHO)
) ss.
County of Kootenai)

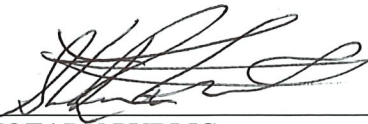
This record was acknowledged before me on this ____ day of March 2025, by Ronald G. Jacobson and Shannon Howard as Mayor and City Clerk, respectively of the City of Post Falls.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF WA)
) ss.
County of SPOKANE)

This record was acknowledged before me on this 6 day of March 2025, by James Williams as Manager of WIL-HUNT I, LLC.





NOTARY PUBLIC
My Commission Expires: JUNE 11, 2026

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Dorsey Consent to Annex Agreement

ITEM AND RECOMMENDED ACTION:

The purpose of this agreement is to establish Owner's written consent for annexation of property seeking development in the county as defined and contemplated by Idaho Code § 50-222. This agreement also identifies specific conditions under which the City may incorporate the Property into its corporate limits in the future, while ensuring that future development of the Property will align with City standards and plans for service utility delivery.

DISCUSSION:

This 1.96 acre property is located in the city's area of impact at 2595 E 12th Ave and surrounded by the city boundary on 3 sides. The owners sought to replace a manufactured home with a site-built home in the county. The existing Area of City Impact Agreement between the City and Kootenai County requires development in the city's impact area to annex or meet city development standards. Staff worked with the Dorsey's, and their attorney, to craft an agreement that meets the intent of the Area of City Impact Agreement while allowing the property to remain outside city limits until one of the following events triggers annexation:

- a. Subdivision or further division of the property creating one or more additional lots;
- b. Adding new uses including commercial, multi-family, or industrial uses beyond one single-family dwelling unit and accessory buildings;
- c. Connection to city sanitary sewer or water service; or a
- d. Written agreement/request to annex.

Additionally, the agreement provides that any new principal or accessory structures constructed on the property be set back a sufficient distance from the existing property line along E. 12th Ave. to avoid interference with the future roadway and utility right-of-way needs. If the owner initiates annexation or any of the above conditions are triggered, then the owner will dedicate the necessary right-of-way.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Mr. Dorsey and their concerned group came to City Council on August 5, 2025 and expressed concerns about the situation and the interpretation of the existing Area of City Impact Agreement between Post Falls and Kootenai County.

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Dorsey Annexation Agreement

DEVELOPMENT COORDINATION AGREEMENT

THIS AGREEMENT is made this ____ day of September, 2025, by and between the **City of Post Falls** ("City"), a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and the **Dorsey Family Trust** ("Owner"), whose address is 2595 E. 12th Ave., Post Falls, ID 83877.

WHEREAS, Owner owns certain real property (the "Property") located within the City's Area of City Impact ("ACI") that abuts the corporate limits of the City on three sides; and

WHEREAS, Owner has applied to Kootenai County for permits to replace a previously removed manufactured home with a larger site-built single-family residence on the Property; and

WHEREAS, Kootenai County and the City negotiated an agreement, which was adopted by Kootenai County by ordinance, that requires development within the City's ACI to meet City development standards; and

WHEREAS, the City desires to ensure that future development of the Property occurs in a manner consistent with City standards and in coordination with the City's long-term planning and utility service delivery; and

WHEREAS, Owner does not currently want to incorporate into the City limits, but is willing to provide written consent for future incorporation under certain conditions; and

WHEREAS, the City is willing to defer annexation of the Property until such time as the triggers identified in this Agreement occur;

WHEREAS, the City is willing to incorporate the Property into the City limits when appropriate;

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

1.1. Purpose: The purpose of this agreement is to:

- a. Establish Owner's written consent as defined and contemplated by Idaho Code § 50-222;
- b. Identify specific conditions under which the City may incorporate the Property into its corporate limits in the future;
- c. Ensure that future development of the Property will align with City standards and plans for service utility delivery;

- d. To obtain approval for development of the Property in unincorporated Kootenai County before incorporation into the City; and
- e. Preserve the Owner's ability to continue its use under Kootenai County jurisdiction until those conditions occur.

The term "Owner" includes any successor in interest in the Property.

- 1.2. Description of the Property: The Property is generally located on the 2595 E. 12th Ave., Post Falls, ID 83854 and is more particularly described as follows:

The East 132.14 Feet of Tract 41, Block 36, POSTFALLS IRRIGATED TRACTS, Kootenai County, State of Idaho, according to the plat recorded in Book "C" of Plats, Page 78. The West Line of said East 132.14 Feet to be measured at right angles to and parallel with the East line of said Tract 41.

ARTICLE II: FUTURE INCORPORATION

- 2.1 Consent: Owner consents, on behalf of the Owner and all subsequent purchasers, heirs, successors, and assigns, to annexation of the Property when any of the conditions in Section 2.2. occur. This Agreement constitutes the advance written authorization required for consent under Idaho Code § 50-222 as it now exists or as it may be subsequently amended.
- 2.2. Conditions Triggering City Incorporation. The City may initiate proceedings to incorporate the Property into City limits upon any of the following:
- a. **Subdivision or Further Division** of the Property creating one or more additional lots;
 - b. **Change in Use or Intensification** beyond one single-family dwelling unit, including but not limited to commercial, industrial, or multi-family residential development but excluding new accessory buildings not intended for human habitation or use for any business or commercial purposes;
 - c. **Request for Connection** to City sanitary sewer or water service; or
 - d. **Written Agreement** between the City and Owner to proceed.
- 2.3. Fees: If annexation is initiated by the Owner or any of the above conditions are triggered, Owner agrees to pay all fees related to the annexation or provision of utility services for the Property, including, but not limited to, capitalization fees, annexation fees, connection fees, and application fees at the time of annexation or connection to city utility services. If the City initiates annexation, no annexation application fee will be charged to the Owner, but the Owner shall remain responsible for all other fees in effect at the time of annexation or utility connection.

- 2.4. Structure Setback to Protect Future Right-of-Way: The Owner agrees that any new principal or accessory structures constructed on the Property before incorporation into the City shall be set back a sufficient distance from the existing property line along E. 12th Ave. to avoid interference with the City's future roadway and utility right-of-way. The minimum setback shall be calculated from the ultimate right-of-way line established by the City's adopted transportation plan or engineering standards in effect at the time of construction.

If the Owner initiates annexation or any of the above conditions are triggered, then as a condition of annexation, the Owner shall dedicate the necessary right-of-way to the City for roadway, sidewalk, utility, and drainage improvements consistent with City standards. If the City initiates annexation, no dedications will be required solely as a condition of annexation, provided that any dedication requirements imposed by law or triggered by subdivision or other development of the property shall remain applicable.

ARTICLE III. MISCELLANEOUS

- 3.1. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement, and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that both parties sign. The parties agree that a change in law will not amend this Agreement.
- 3.2. Recordation: The Owner agrees that the City will record this Agreement.
- 3.3. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 3.4. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns, and successors in interest, and shall be deemed to be covenants running with the land.
- 3.5. Promise of Cooperation: Should circumstances change, operational difficulties arise, or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement, and if the parties cannot amicably resolve the disagreement, retain a mediator acceptable to both parties to mediate a solution to the disagreement.
- 3.6. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

City of Post Falls

Dorsey Family Trust

By: _____
Ronald G. Jacobson, Mayor

By: Lloyd Dorsey
Lloyd Dorsey, Trustee

Attest: _____
Shannon Howard, City Clerk

By: Virginia Dorsey
Virginia Dorsey, Trustee

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

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

STATE OF IDAHO)
 : ss
County of Kootenai)

On this 16 day of September, 2025 before me, a Notary for the State of Idaho, personally appeared Lloyd Dorsey and Virginia Dorsey, known, or identified to me to be the person(s) whose name is subscribed to within the foregoing instrument, and acknowledged to me that they executed the same as Trustee(s) of the Dorsey Family Trust.

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



A handwritten signature in blue ink, appearing to be "Shannon Howard", written over a horizontal line.

Notary Public for the State of Idaho

Residing at: Coer's Alene

Commission Expires: 11/19/30

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis, Admin Streets
SUBJECT: Request to Declare City Assets & Equipment as Surplus

ITEM AND RECOMMENDED ACTION:

Staff requests that Council declare the (12) City plows listed in this agenda item as surplus. Once declared as surplus, staff will then send the plows to auction.

DISCUSSION:

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

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The plows were replaced as approved in prior years' budgets.

BUDGET CODE:

001-410.1432.39410 - Equipment Auction Revenue

ATTACHMENTS:

1. 2025.11.03 Asset Disposal Explanations

Explanations for disposal of City Assets

11/03/2025 Council Meeting

Department/Number	Asset Description	Explanation for disposal
Streets	Viking Cives Plow	Estimated 20 years old. Plow was purchased for S211 which has been surplused. Plow is beyond its useful life and has been replaced.
Streets	Monroe Plow	Estimated 25 years old. Plow was purchased for S214 which has been surplused. Plow is beyond its useful life and has been replaced.
Streets	Viking Cives Plow	Estimated 20 years old. Plow was purchased for S210 which has been surplused. Plow is beyond its useful life and has been replaced.
Streets	Snowdogg Plow	Estimated 25 years old. Plow was purchased for S208 which has been surplused. Plow is beyond its useful life and has been replaced.
Streets	Henke Plow	Estimated 20 years old. Plow was purchased for a dump truck that has since been surplused. Plow was kept as a spare that is no longer needed.
Streets	Henke Plow	20 years old. Plow was purchased with T302 which has been surplused. Plow is beyond its useful life and has been replaced.
Streets	Henke Plow	Estimated 20 years old. Plow was purchased for a dump truck that has since been surplused. Plow was kept as a spare that is no longer needed.
Streets	Viking Cives Plow	Estimated 15 years old. Plow was purchased for S215. Plow is beyond its useful life and has been replaced.

Streets	Viking Cives Plow	Estimated 15 years old. Plow was purchased for S216. It is beyond its useful life and has been replaced.
Streets	Snowdogg Plow	Estimated 10 years old. Plow was purchased for S218 which has been surplused. Plow is beyond its useful life and has been replaced.
Streets	Henke plow	Estimated 8 years old. Gated plow was purchased for S356 and has a bad gate. It is beyond its useful life and has been replaced.
Streets	Henke Plow	Estimated 8 years old. Gated Plow was purchased for S353. It is beyond its useful life and has been replaced.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Harvest Meadows PUD MDA File Nos PUD-25-2 & SUBD-25-4

ITEM AND RECOMMENDED ACTION:

Approve the attached Master Development Agreement that is associated with the Harvest Meadows Planned Unit Development (PUD) and Subdivision Master Development Agreement (File Nos PUD-25-2 & SUBD-25-4). A presentation is not planned on this item.

DISCUSSION:

On September 9, 2025, the Planning and Zoning Commission held a public hearing on the Harvest Meadows PUD and Subdivision and issued a reasoned decision approving the subdivision on October 14th, 2025. City Code requires a subdivision developer to enter into a development agreement with the city that requires the developer to comply with city subdivision requirements and the conditions of approval. This intent is to subdivide approximately 11.2-acres into a total of 85 lots within the City of Post Falls within the Medium Density Residential (R2) zone. A Planned Unit Development (PUD) was requested to propose design modifications per Post Falls Municipal Code (PFMC) section 18.20.080. The agreement is attached for the council's review.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This PUD is within an area annexed this year by City Council on April 1, 2025. The associated annexations were the Elfer's and Steckman Annexion. On September 9, 2025, the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on December 12, 2024, approving the subdivision.

APPROVED OR DIRECTION GIVEN:

On September 9, 2025, the Planning and Zoning Commission held a hearing on this item and issued a Reasoned Decision on October 14th, 2025 approving the PUD and subdivision.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Applicant Signed MDA_Harvest Moon PUD-25-2 & SUBD-25-4

**PUD & MASTER DEVELOPMENT AGREEMENT
FOR
THE HARVEST MEADOWS PUD AND SUBDIVISION
(File Nos. PUD-25-2 & SUBD-25-4)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 North Spokane Street, Post Falls, Idaho 83854, and **Blackwell Homes & Development LLC**, an Idaho Limited Liability Company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 2229 W. Dakota Ave, Dalton Gardens, Id 83835 and hereinafter the "Developer" enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances: It is agreed among the parties as follows:

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

- A. Developer owns approximately **11.16** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a **Residential Planned Unit Development (PUD) and Subdivision**, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as the **Harvest Meadows PUD and Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Harvest Meadows PUD and Subdivision Narrative, Exhibit A-2, File # PUD-25-2 and SUBD-25-4, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring

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

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, shall be allowed to develop the **Harvest Meadows PUD and Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **September 9, 2025** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of the Post Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision was prepared as part of the City's review and approval of the Subdivision and PUD. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this

Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

1. Property and Term.

1.1 Property Subject to this Agreement

The land is generally described as:

THE NORTH HALF OF TRACTS 21 AND 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 85; INCLUDING THE RAILROAD RIGHT OF WAY WITHIN SAID NORTH HALF OF TRACT 21. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF NORTHEAST QUARTER OF SAID NORTHWEST QUARTER; THENCE NORTH 00°13'51" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 225.00 FEET; THENCE NORTH 89°06'49" WEST 40.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THENCE, CONTINUING, NORTH 89°06'49" WEST 360.00; THENCE SOUTH 00°13'51" WEST 225.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 21; THENCE NORTH 89°06'49" WEST 261.94 FEET TO THE NORTHWEST CORNER OF SAID TRACT 21. THENCE CONTINUING NORTH 89°06'49" WEST 626.94 FEET TO THE NORTHWEST CORNER OF SAID TRACT 22; THENCE SOUTH 00°17'19" WEST, ALONG THE WEST LINE OF SAID TRACT 22, A DISTANCE OF 332.17 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID TRACT 22; THENCE SOUTH 89°08'16" EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 22, A DISTANCE OF 627.10 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID TRACT 22; THENCE SOUTH 89°08'16" EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 21, A DISTANCE OF 455.86 FEET TO THE NORTHERN RIGHT OF WAY OF THE U.P.R.R. RIGHT OF WAY ON THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 21; THENCE, LEAVING SAID SOUTH LINE ALONG THE NORTH RIGHT WAY OF THE U.P.R.R. RIGHT OF WAY, NORTH 56°00'24" EAST 201.05 FEET. THENCE, NORTH 00°13'51" EAST 441.74 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 11.157 ACRES, MORE OR LESS

1.2 Term

The term of this Agreement shall commence upon the execution of this Agreement by all parties to this Agreement and shall continue for three years thereafter or until all lands described in Section 1.1 are subdivided or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein. If construction of

the approved development is not commenced with sustained effort within one (1) year after approval, the city may give notice to the developer of the intent to terminate the agreement for non-performance. Upon such notice, the Developer shall be allowed a public hearing concerning the City's intent to terminate, if requested. After hearing from the Developer, in addition to any comments from the public, the City's governing board may finally decide the status of the agreement. Section 9.2 shall continue in effect after the term of this Agreement and shall be an ongoing obligation of the property owners.

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

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

2.1.2. Future Application

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

2.1.3 Fees

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

2.2. Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

OWNER
Blackwell Homes & Development LLC
Benjamin Steckman

CITY
Mayor
408 Spokane Street

5. Default, Remedies, Termination, and Review

5.1 General Provisions

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

5.2 Applicable Law/Attorneys' Fees

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

5.3 Termination for Unforeseen Circumstances

These provisions provide a mechanism for the identification of those circumstances which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, the City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons

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

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

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

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

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

8. Transfers and Assignments

8.1 Right to Assign

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

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1 Binding upon Land

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

9.2 Maintenance of Common Area Landscaping and Private Infrastructure

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

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

This Agreement is executed in one original and consists of **thirty-two (32)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit 1: General Description and Plan of Record (Harvest Meadows PUD and Subdivision Narrative, Exhibit A-2, File # PUD-25-2 and SUBD-25-4, Post Falls Community Development Department)

Exhibit 2: Reasoned Decision, Harvest Meadows PUD and Subdivision

10.4 Completion of Performance

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

10.5 Force Majeure

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

10.6 Estoppel Certificate

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

10.7 Duty to Record

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

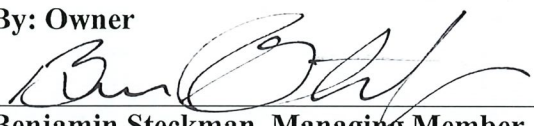
Executed this ____ day of _____, 2025.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner


Benjamin Steckman, Managing Member
Blackwell Homes & Development LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

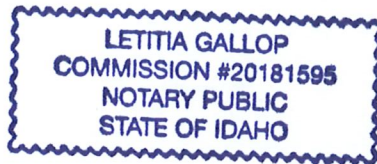
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

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

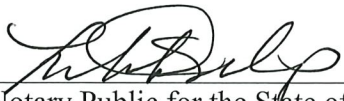
(Stamp above)

STATE OF Idaho)
:SS
County of Kootenai)

This instrument was acknowledged before me on 10/21/25 by **Benjamin Steckman** as the **Managing Member** of **Blackwell Homes & Development LLC**, on behalf of whom the instrument was executed.



(Stamp above)


Notary Public for the State of Idaho
Residing at: Kootenai
Commission Expires: 10/01/30

Project Narrative

HARVEST MEADOWS PUD

**R-2 Subdivision and Planned Unit Development of:
Parcel #51N05W-227-2950, 0-3020-27-021-AA, & 0-3020-27-022-AA
Kootenai County, Idaho**

For:

**Blackwell Homes, LLC
2229 W Dakota Ave
Hayden, ID 83815**

Prepared by:

Merle Van Houten, P.E., LEED AP



**Van Houten Consulting and Design, LLC
401 E. Sherman Ave. Ste. #208
Coeur d'Alene, ID 83814
(208) 930-4000**

July 18th, 2025

Project Narrative For Harvest Meadows PUD

Harvest Meadows PUD is a proposed single family residential subdivision designed to address the needs of attainable housing in the City of Post Falls. The subject parcels were assigned the R-2 zoning designation by the Planning and Zoning Commission and City Council during public hearings for annexation. A PUD and subdivision hearing occurred before the City of Post Falls Planning and Zoning Commission on June 10th, 2025. A split vote of 3-3 was made on the PUD request by the Commissioners, denying the proposal. A rendered decision was issued by the City on 07/08/2025 citing road width, snow storage and both on-street and off-street parking concerns as reasons for denial. Application is now being made for a refined PUD proposal that addresses concerns made by the Commissioners. The following narrative has been updated from the original application accordingly. Added dialogue directly addressing the findings of the Reasoned Decision is printed in italics.

Highlighted changes to the Harvest Meadows PUD proposal are as follows:

- Widening front-loaded lots to a minimum of 40 ft in order to provide two garage parking spaces, two driveway parking spaces and one on-street parking space per lot (5 spaces total/lot).*
- Rear loaded lots will be a minimum of 35 ft wide and provide two garage parking spaces, two driveway parking spaces and 1.5 on-street parking space per lot (5.5 spaces total/lot).*
- Snow storage areas at the east and west ends of the private road (Ayrshire Lane) have increased by over 4,500 sq. ft. in size.*
- Lot count has been reduced from 92 to 85 residential parcels. Density has decreased to 7.35 lots per acre, putting it well below the 8.0 lot/acre density P&Z and City Council approved during annexation.*

The vision behind Harvest Meadows PUD remains as a place to address the affordable housing needs of the city while providing a well-designed

community that is compatible with its surroundings.

Project Overview:

Existing Conditions

The proposal consists of three contiguous parcels totaling approximately 11.6 acres located in the City of Post Falls within an R-2 zoning designation. The properties lie between Spokane Street and Guy Road, with Greenside Estates to the north and Peregrine Place to the south. The Union Pacific Railroad Right-of-Way borders the property on the southeast corner. A few existing structures, consisting of homes and detached garages, were recently demolished. The terrain gradually inclines toward the southeast, with mostly grass cover and a few scattered trees on the west side.

The City's Traffic Master Plan designates the adjacent portion of Spokane St as a major collector road and Guy Road as a local residential road. Both roads are currently not built to the standards of their respective classifications. The only other means of access to the properties is via Tennessee Ave, a local residential road which dead ends into the southern boundary of the parcels.

East Greenacres Irrigation District (EGID) is the water purveyor. There is an 8" PVC water main stubbed at the end of Tennessee Ave, and another 8" PVC water main within Guy Road. No EGID owned water

main exists in Spokane Street between the railroad crossing and the intersection at Ashworth Lane. A 6" AC water main served the residence at 3599 Spokane Street, the pipe runs along the north edge of parcel #0-3020-27-022AA east from Guy Road into parcel #0-3020-27-21AA.

The City of Post Falls is the wastewater purveyor. There is an 8" sewer main that runs along Guy Road toward the Fisher Ave sewer lift station. Two other 8" sewer mains currently dead end near the project's boundary, one within Spokane Street and the other in the Tennessee Ave.



Caption: Looking west from Spokane St along the northern parcel boundary.



Looking west from Spokane St along the southern parcel boundary.



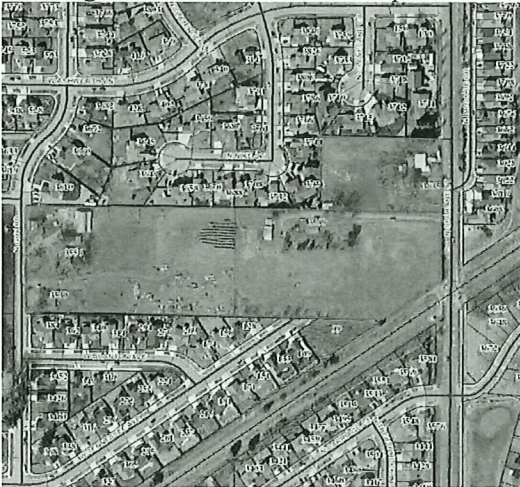
View along southeast edge of property along the Union Pacific Railroad toward Spokane Street



Looking East from Guy Road at northwest boundary



Looking West from the interior of parcel #0-3020-27-22-AA toward Guy Road



Existing Conditions Aerial Image

Summary of Planned Development

Harvest Meadows PUD will feature a total of 85 residential lots. Each with a single-family residence with an attached garage. The development will help address the need for affordable housing in Post Falls by putting homes on the housing market that are below the median home value in Kootenai County. The developer has also engaged with the Panhandle Affordable Housing Alliance (PAHA) to deed restrict a certain percentage of the housing created to ensure they will be made available to those who would otherwise be priced out of realizing the dream of homeownership.

Conditions placed on the development at the time of annexation included a maximum density of 8.0 units per acre and detached single family residences only. Duplexes, twin homes and other housing types with a shared wall are not allowed. The smaller lots, achieved with the conditioned density, is what will allow the developer to bring the homes to the market below the median value. City Council decided at the time of annexation that the conditioned density and housing type would maintain compatibility with the surrounding neighborhoods.

Harvest Meadows will provide a total of 1.19 acres of open space divided among two tracts. This equates to 10.6% of the total subdivision area. Open space Tract D will be located in the SE corner of the development and border Spokane Ave, Railroad ROW, Peregrine Place Subdivision and Tennessee Ave. Tract D was seen as an ideal location for an open space tract to provide a buffer from the railroad and create a transition along Tennessee Ave from one development to the next. The location also provides an opportunity to construct a 10' wide multi-use path that will connect the path on Spokane Ave to the sidewalk on Tennessee and enhance pedestrian movements for those people who commute or recreate by bike or foot. Landscaped areas and lighting will flank the pathway. Tract D will also feature a 6' tall privacy fence and landscaped buffer along the full border of the railroad right of way as well as rolling grassy terrain to provide a scenic aesthetic. The other open space tract is designated as Tract C and is directly across Tennessee Ave from Tract D. The location of Tract C is also meant to provide a transition from the neighboring development to the south. It will feature an expansive level grassed area conducive to allowing children to run and play. Tract C will be bordered by sidewalk on three sides and feature two park benches as well as a few trees to provide shade.

Harvest Meadows will be developed in three phases. The first will feature 23 lots, open space Tract D, Spokane St improvements and the connection of Tennessee Ave to Spokane Ave. Six of the lots in this phase will front Spokane St, necessitating the creation of an alley for vehicular access. Phase 2 will improve Guy Road and create 24 more lots, open space Tract C and a new public road connecting Guy Rd to Tennessee Ave. The final phase of development will be a private road serving 38 additional lots. Further details, including the phasing of utilities can be found in the PUD drawings.

Spokane Ave and Guy Rd will both be improved to their respective classifications. Tennessee Ave and the new public road (Holstien Ave) will meet the city's standards for local residential roads. The new private roads (Ayrshire Ln and Tract A) will be 29' wide with parking and sidewalk on one side. Stormwater and snow storage areas have been dedicated and the east and west ends of Ayrshire Lane next to Lots 65 and 48, respectively.

Harvest Meadows PUD exceeds all parking requirements set by city code. PFMC 18.24.070 requires a minimum of two off-street parking spaces per lot. Each residential lot in Harvest Meadows will have a minimum 16' wide driveway with a two-car garage, thereby providing four off-street parking spots. Each driveway will be a minimum of 20 ft long in order to comply with PFMC 18.24.020.H.1. Public roads in the PUD will provide on-street parking on both sides of the street while private roads will provide on-street parking on one side. The PUD drawings include an on-street parking map which depicts extended areas of on-street parking unincumbered by driveway approaches. Areas where on-street parking will be located between driveways have been highlighted on the map as well. The cumulative result is 114 on-street parking spots serving 85 lots.

The city is the wastewater system purveyor. EGID will supply domestic and irrigation water. The EGID will-serve letter for a 92-lot development accompanies this submittal package. Kootenai County Fire and Rescue has reviewed the subdivision layout and has no concerns with the development.

The following design deviations are made as part of this PUD application:

1. Reduction in minimum lot size from 4,000 sf to 2,800 sf.
2. Vehicular access to lots of forty-five (45) feet or less may be front loaded.
4. Reduction in right-of-way width of a local residential road with parking on both sides from 65 feet to 60 feet. See typical sections, Sheet C5.0.
5. Building setbacks in lots 48 and 65 at private road tract boundary shall be reduced from 15 feet (flanking street) to 5 feet (side) where Tract B is wider than 30 feet.

CITY REVIEW

The remaining sections of this report serve to provide a detailed accounting of compliance with all city review criteria for subdivisions and PUDs.

SUBDIVISION CRITERIA:

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

- Domestic water service will be supplied by East Greenacres Irrigation District. Van Houten Consulting and Design has been in correspondence with the irrigation district through which conceptual approval and a will serve letter for a 92-lot subdivision have been acquired. Several water mains will be extended and constructed to loop from the existing main ending in Tennessee Ave through the development to the existing main in Guy Road.

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

- All wastewater will be gravity fed to the existing sewer main in Guy Road. A doghouse manhole will be installed on the existing sewer main in Guy Road and a new 8" main will be extended across Phase 2 to serve all lots in Phase 1. Preliminary engineering determined the combination of sewer depth and topographical constraints prohibited some Phase 1 lots from being served from the manhole in Spokane St. With that in mind, it was no longer economical to cut Spokane St to serve wastewater to a portion of the lots and the decision was made to send all wastewater to Guy Rd.
- All remaining lots in phases 2 & 3 will be routed to the Guy Road sewer main. The existing sewer main in Tennessee Ave will not be utilized as part of this development.

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

- Improvements will occur to Spokane St during Phase 1 of the development, and to Guy Road during Phase 2. Phase 1 improvements will also feature the extension of Tennessee Ave to a connection point with Spokane St. An alley will be provided for vehicular access to homes fronting Spokane St and a small private road tract will extend north from Tennessee Ave to serve Lots 19-21.
- A new public road will be constructed to connect Guy Rd and Tennessee Ave during Phase 2. A private road will be constructed during Phase 3. All public roads will feature on street parking on both sides. Private road tracts will offer on street parking on one side.
- *All streets meet the width requirements of PFMCI7.28.040 Table B-1. This is discussed in greater detail in the PUD section of this document.*

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

- The subdivision is in a relatively flat prairie area, and no known soil or topographical hazards are present in and around the subdivision boundary. The elevation change across the subdivision is minor and no significant challenges are expected at either

the road connections, shared boundaries with surrounding subdivisions, or on the shared boundary with the railroad right-of-way.

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

- The parcels that make up the subdivision were annexed into the city as R-2. During annexation, conditions of approval place on the development included a maximum density of 8 lots per acre and all dwellings must be detached single family homes. The proposed layout complies with all conditions of the Annexation Agreement. The PUD request does entail certain deviation requests which are discussed in the PUD section of this document.

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

- The developer understands the fees associated with development and is prepared to pay all impact fees and other fees.

PUD CRITERIA:

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

- a. Providing a public water supply system that has adequate supply to serve the proposed development; and
 - The project has received a will-serve letter from EGID.
- b. Providing a public wastewater collection system that is designed in accordance with the City's adopted Wastewater Master Plan and has sufficient capacity to accommodate the proposed sewer flows; and
 - The PUD drawings include a phased sewer layout which has been reviewed by city staff.
- c. Providing adequate accommodation for other utilities necessary to support the proposed development; and
 - Connections for power, gas, phone, cable and internet are readily available and will be supplied throughout the subdivision.
- d. Providing sufficient parking throughout the development to adequately meet the parking needs of all uses proposed in the PUD.
 - *PFGC18.24.070 requires two off-street parking spaces for each single-family unit. Each residence at Harvest Meadows will have, at a minimum, a two-car garage and a driveway capable of parking two more vehicles for a total of four off-street parking spaces per lot.*
 - *PFGC18.24.020.H.1 states "Driveways to individual residences must be twenty (20) feet in length". Harvest Meadows is designed for all residential lots to meet this requirement.*

- *Harvest Meadows PUD exceeds the requirements of on-street parking set by city code. Public roads in the PUD will provide on-street parking on both sides of the street while private roads will provide on-street parking on one side. The PUD drawings include an on-street parking map which depicts extended areas of on-street parking unincumbered by driveway approaches. Areas where on-street parking will be located between driveways have been highlighted on the map as well. The cumulative result is 114 on-street parking spots serving 85 lots.*

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

- a. Providing for the continuation of arterial and collector streets, meeting City standards for traffic volume, in a manner consistent with the City's adopted Transportation Master Plan; and
 - The adjacent portion of Spokane St will be widened and improved in a manner consistent with the City's Transportation Master Plan. Improvements will occur to Spokane St during Phase 1 of the development.
- b. Providing a local street network that allows adequate traffic circulation and snow storage throughout the entire development; and
 - *The public roads in Harvest Meadows will appear no different than those of neighboring subdivisions nor deviate in width from city standards. PFMCI7.28.040 Table B-1 requires local residential streets with parking on both sides to be 32 ft wide. All public roads in Harvest Meadows (Holstien and Tennessee) meet this requirement. No deviation from the city's standard road width is requested. This PUD proposal seeks to reduce the required right-of-way width from 65 ft to 60 ft and offset that by proposing 15 ft roadside easements rather than the standard 10 ft.*
 - *The private roads in Harvest Meadows (Ayrshire and Tract A) will comply with the road width set in PFMCI7.28.040 Table B-1 for a local residential road with parking on one side (28 ft).*
 - *Snow storage areas designated at the east and west ends of Ayrshire Lane have increased by over 4,500 sq ft (0.10 acres) from the original PUD proposal to facilitate better snow removal for the private road.*
 - Phase 1 improvements will also feature the extension of Tennessee Ave to a connection point with Spokane St. An alley will be provided for vehicular access to homes fronting Spokane St and a small private road tract will extend north from Tennessee Ave to serve Lots 19-21.
 - The adjacent portion of Guy Rd will be widened and improved in a manner consistent with the City's local residential road standards. Improvements will occur to Guy Road during Phase 2. A new public road will be constructed to connect Guy Rd and Tennessee Ave during Phase 2. A private road will be constructed during Phase 3. All public roads will feature on street parking on both sides. Private road tracts will offer on street parking on one side.

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- Many of the homes will be rear loaded from an alley or private road tract. This leaves long stretches of swale area located between the curb and sidewalk unincumbered by driveways which provides a better snow storage area than a typical residential road.
- c. Providing a pedestrian and bicycle system designed to provide adequate circulation throughout the entire development and to all open space areas.
- This project will fill in gaps in pedestrian routes along Spokane St and Guy Rd where there currently are none. A pedestrian trail will also extend from Spokane St through an open space tract and connect with the project's interior sidewalks. This will provide residents of this subdivision, and surrounding ones, with a more direct route to Spokane St.
 - All new public roads will have sidewalks on both sides. All new private roads will have sidewalks on one side.
3. The proposed PUD provides enhanced community design by:
- a. Conserving and incorporating the sites significant natural, scenic and/or historical features in the development, if any; and
- The properties were all previously used for agriculture. No significant natural or historical features are present. The street frontage and landscaping will be designed to match the surrounding residential subdivisions.
- b. Integrating a mix of compatible land uses in the development and adequately buffering and/or separating any incompatible uses in the development; and
- The City's Comprehensive plan locates these properties within the Central Prairie Focus Area and states, "with land values increasing, new projects are more likely to integrate higher density housing with community amenities" and "future growth should embrace a variety of housing types and land uses, [and] maintain quality standards". One of the main goals of this proposal is to create affordable housing for the residents of Post Falls and it will be achieved by implementing the ideas defined in this focus area.
 - Harvest Meadows PUD will consist of single-family residences with a density of 8 units per acre or less. These were conditions put on the project by the City Council during the Annexation Hearing to create a compatible use. Open space occupied by small parks and paths will provide further buffering and compatibility.
 - A six-foot-tall fence and a landscaped buffer of trees and shrubs will be constructed along The Union Pacific Rail R.O.W. bordering the southeast corner of the subdivision.
- c. Locating the proposed uses and lot sizes in the proposed PUD in a manner that blends with the surrounding uses, neighborhoods and public facilities located in the City; and
- *During the annexation process the Planning and Zoning Commission as well as the City Council conditioned the housing type as detached-single-family only and set the maximum density as 8 units per acre to create an "R-2 Light" development which they decided was compatible with both the City's Comprehensive Plan and the surrounding neighborhoods. The 8.0 unit per acre density granted by the city allows up to 92 lots to be constructed within this development. This proposal requests 85 detached-single-family lots (7.35 units/acre), placing the density lower than what P&Z and City Council approved during annexation.*
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- The project's direct connection to Spokane St. will serve as the point of ingress and egress for nearly all new vehicle trips. The extension of Tennessee Ave to Spokane St will likely reduce traffic volumes on some neighboring local roads.
- d. Providing at least ten percent (10%) of the gross land area for open space that meets the recreational needs of the users of the development and provides for a variety of recreational uses.
- Harvest Meadows will provide a total of 1.187 acres of open space divided among two tracts. This equates to 10.6% of the total subdivision area. Open space Tract D will be located in the SE corner of the development and border Spokane Ave, Railroad ROW, Peregrine Place Subdivision and Tennessee Ave. Tract D was seen as an ideal location for an open space tract to provide a buffer from the railroad and create a transition along Tennessee Ave from one development to the next. The location also provides an opportunity to construct a 10' wide multi-use path that will connect the path on Spokane Ave to the sidewalk on Tennessee and enhance pedestrian movements for those people who commute or recreate by bike or foot. Landscaped areas and lighting will flank the pathway. Tract D will also feature a 6' tall privacy fence and landscaped buffer along the full border of the railroad right of way as well as rolling grassy terrain to provide a scenic aesthetic. The other open space tract is designated as Tract C and is directly across Tennessee Ave from Tract D. The location of Tract C is also meant to provide a transition from the neighboring development to the south. It will feature an expansive level grassed area conducive to allowing children to run and play. Tract C will be bordered by sidewalk on three sides and feature two park benches as well as a few trees to provide shade.
4. The proposed PUD provides for timely development of the property and security for future completion and maintenance by:
- a. Ensuring that each development block contains all the necessary elements to exist independently from future blocks; and
 - The development has been divided into three phases with great consideration given to vehicular and pedestrian access, utility services and open space requirements so each phase can function independently and comply with city standards. For more detail of the phased construction of Harvest Meadows PUD, please refer to the project summary portion of this report and the PUD drawings.
 - b. Ensuring that each building in the development lot has sufficient access around the structure to allow for continual maintenance of the building and access for emergency services.
 - The minimum setback requirements will be maintained for the R-2 zone code. Kootenai County Fire and Rescue has reviewed the subdivision layout and has no concerns with the development.
 - c. Ensuring that a funding mechanism exists to adequately maintain common areas that are not publicly maintained.
 - A Homeowners Association shall be established for the funding and maintenance of common areas such as private tracts and open space.
-

Exhibit A-2

**Harvest Meadows PUD & Subdivision
File No. PUD-25-2 & SUBD-25-4
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Merle Van Houten, Consulting and Design
OWNER: Blackwell Homes and Development, LLC
LOCATION: The property is generally located between Guy Rd. and Spokane St., southwest of the intersection of N. Brookie Dr. and N. Spokane St.
REQUEST: To subdivide approximately 11.2-acres into a total of 85 lots within the City of Post Falls within the Medium Density Residential (R2) zone. A Planned Unit Development (PUD) is requested to propose design modifications per Post Falls Municipal Code (PFMC) section 18.20.080

B. RECORD CREATED:

1. A-1a PUD Application
2. A-1b Subdivision Application
3. A-2 Narrative.
4. A-3 Preliminary Plan
5. A-4 Letter of Authorization
6. A-5 East Greenacres Irrigation District Water Will Serve Letter
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFSD Comments
11. PA-2 KCFR Comments
12. PA-3 Philip 66 (YPL) Comments
13. PC-1 Beach Comments
14. PC-2 Nelson Comments
15. P&Z Staff Report
16. Testimony at the September 9, 2025, Planning and Zoning public hearing:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at the September 9, 2025, public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide 11.2-acres into 85 single family lots within the Medium Density Residential (R-2) zoning designation. The request is evaluated under the standards of PFMC § 17.12.060 and 18.20.080.

Jon Manley, Planning Manager

Mr. Manley presented the Harvest Meadows Planned Unit Development (PUD) and Subdivision request under file numbers PUD-25-2 and SUBD-25-4. He testified that the applicant requests review and approval of the proposed subdivision into 85 single-family residential lots on approximately 11.2 acres, with a gross density of 7.36 dwelling units per acre and approval that the PUD design

modifications meet the requirements of the Post Falls Municipal Code.

The subject property is located between Guy Road and Spokane Street, southwest of Brookie Drive. It is currently zoned R2 and bordered by R1 residential zoning with a golf course to the east. The land is partially developed with large lot single family uses and East Green Acres Irrigation District will provide domestic water, while the City of Post Falls will supply sanitary sewer service.

Mr. Manley noted that this application revises a previously denied 92-lot proposal to the now proposed 85 lots. The revised design incorporates Planning and Zoning Commission feedback by reducing the number of lots, increasing lot widths, adding deeper driveways, and increasing on-site and guest parking. Mr. Manley noted that the transportation network will be enhanced by extending Tennessee Avenue from the southwest to Spokane Street, with future connectivity to Guy Road through a subsequent phase. Sidewalks and trail connections are planned to promote pedestrian circulation, and snow storage areas are incorporated into designated tracts. Open space exceeds the 10% gross area requirement of a PUD and features pedestrian corridors that enhance connectivity. The project includes public and private roads and is proposed in three phases. No significant historical or natural features are present. While the applicant seeks modifications including reduced lot sizes (minimum 2,800 square feet), staff determined these do not result in incompatible land uses relative to surrounding detached single-family developments.

Applicant: Merle Van Houten, Blackwell Homes

Mr. Van Houten testified that the Harvest Meadows development aims to create an attainable, single-family detached neighborhood that conforms to the R2 zoning density while using the PUD process to introduce flexibility in lot layout, increased green space, and better street integration. Mr. Van Houten emphasized that the revised proposal was developed in direct response to the Commission's June hearing comments. The lot count was reduced to 85, with widened frontages allowing for two-car garages and two-car driveways on all front-loaded lots. The applicant highlighted that the development now provides approximately 5.3 parking stalls per lot that includes 114 on-street guest stalls, significantly exceeding city minimums. The density, calculated at 7.35 units per acre, remains under the eight-unit maximum for R2 zoning and is closely aligned with R1 densities.

Mr. Van Houten reaffirmed that the site will remain exclusively detached single-family homes, with no multi-family or duplex units. Open space will be completed concurrently with each development phase, and fencing and pedestrian improvements are included along the rail corridor and Spokane Street. In response to Commissioner requests, Van Houten expressed willingness to include a children's play structure within the open space and to include provisions for long-term private infrastructure maintenance within the HOA setup.

Public Testimony:

The hearing was opened for public testimony.

Bryan McConnahan

Submitted written comment supporting the proposal and described it as a thoughtfully designed, well-located project.

Gavin Jacobson

Praised the project's alignment with the city's housing needs and infill policies.

Hannah Hunter

Expressed appreciation for the project's accessibility to first-time homebuyers and young families.

Colton Blizzard

Described the developer as a trustworthy local partner and emphasized the area's need for new

attainable housing.

Michael Wendland

Stated the proposal meets and exceeds the City's green space and parking requirements, and reflects local builder values.

Christian Troutman

Testified about housing barriers for young professionals and praised the layout as an ideal solution for missing-middle housing.

Sean Salmon

Shared his personal difficulty finding affordable housing in Post Falls and endorsed the development for helping local families achieve homeownership.

Garret Kreitz

Expressed support for the opportunity the project creates for working families and **emphasized the** high cost of entry in the local housing market.

Maggie Lyons

Representing Panhandle Affordable Housing Alliance, commended the inclusion of attainable homeownership and confirmed the developer's track record of delivering on affordability.

Neutral:

Deborah Thomas

Supported the use but raised concerns about compatibility with existing homes. She requested a 10-foot setback along her southern property line, removal of a large cottonwood tree, and buffering enhancements.

Opposed:

Chad Gabbert

Opposed the proposed density and argued the development contradicts neighborhood character and introduces excessive traffic.

Ren Ferglestad

Challenged the definition of "affordable," criticized small lot sizes, and questioned infrastructure readiness, especially for stormwater and traffic capacity.

Karen Olsen

Expressed concern over precedent and stated the PUD appeared to circumvent zoning intent. Requested further reductions in density and stronger compatibility with adjacent R1 development.

Rebuttal:

Mr. Van Houten responded to comments by affirming no multifamily or commercial development would occur. He committed to the 10-foot setback on the south, confirmed removal of the large cottonwood tree, and restated that the HOA would include a sinking fund for long-term infrastructure maintenance. He emphasized that the PUD offers significantly more green space and design benefits than would otherwise be required under base R2 zoning.

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

C. PUD Review Criteria: (Post Falls Municipal Code Title 18.20.080): In order to approve a proposed PUD plan, the Commission must determine that the proposal meets each of the following criteria:

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

C1a. Providing a public water supply system that has adequate supply to serve the proposed development.

The Commission determined that East Greenacres Irrigation District will provide water service to the project. The applicant had provided a will-serve letter from the water district stating they have the capacity, willingness, and intent to serve the subdivision as proposed.

C1b. Providing a public wastewater collection system that is designed in accordance with the City's adopted Wastewater Master Plan and has sufficient capacity to accommodate the proposed sewer flows.

The Commission determined that the City would provide sanitary wastewater collection to the development and that there was adequate capacity to accommodate the proposed development.

C1c. Providing adequate accommodation for other utilities to support the proposed development.

The Commission determined that the applicant was providing utility easements via identified corridors adjacent to the roadways which would support the proposed development.

C1d. Providing sufficient parking throughout the development to adequately meet the parking needs of all uses proposed in the PUD.

The Commission acknowledged that the revised application addressed concerns raised during the previous denial. Parking was sufficiently increased by widening lots to allow two-car garages and full-length driveways, resulting in 340 off-street and 114 on-street spaces, exceeding the code requirement of two stalls per unit.

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

C2a. Providing for the continuation of arterial and collector streets, meeting City standards for traffic volume, in a manner consistent with the City's adopted Transportation Master Plan.

The Commission acknowledged that the applicant has addressed street connectivity for managing immediate traffic needs by extending Tennessee Avenue, connecting through the project and providing right-of-way improvements.

C2b. Providing a local street network that allows adequate traffic circulation and snow storage throughout the entire development.

The Commission recognized that the proposal provides for a combination of private and public streets and alleys which supports overall continuity and circulation. The Commission recognized the expanded snow storage areas at each end of the private street and limits on parking in alleys would enhance circulation.

C2c. Providing a pedestrian and bicycle system designed to provide adequate circulation throughout the entire development and to all open space areas.

The Commission determined that the proposal provided an internal network of sidewalks on at least one side of the proposed streets as allowed, which connected to the open space areas.

C3. The proposed PUD provides for enhanced community design by:

C3a. Conserving and incorporating the sites significant natural, scenic and/or historic features in the development, if any.

The Commission determined that no significant scenic, natural, or historical features existed on the site and the criteria was inapplicable.

C3b. Integrating a mix of compatible land uses in the development and adequately buffering and/or separating any incompatible uses in the development.

The Commission recognized testimony and concerns about increased density but noted the site's existing R2 zoning allows more units than would be in an R1 zone. Within the R2 zone, the site density was capped at 8 units per acre which this proposal meets. The Commission finds that single-family detached properties are compatible with the adjacent land uses albeit on smaller lots.

C3c. Locating the proposed uses and lot sizes in the proposed PUD in a manner that blends with the surrounding uses, neighborhoods and public facilities in the city.

The Commission found that the proposed lot sizes and configurations were created to position denser units internally while confirming height limits of 35 feet (2 stories).

C3d. Providing at least ten percent (10%) of the gross land area for open space that meets the recreational needs of the users of the development and provides for a variety of recreational uses.

The Commission determined that the proposal exceeded the minimum of the 10% open space requirement and provided interconnected walkways and greenspaces and conditioned approval on the installation of a play structure.

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

C4a. Ensuring that each development block contains all the necessary elements to exist independently from future blocks.

The Commission found that the phased development as proposed would provide the necessary infrastructure elements to exist independently but recognized that the third phase would not be permitted to begin until all open spaces were completed and dedicated to ensure proper development and maintenance of open areas.

C4b. Ensuring that each building in the development lot has sufficient access around the structure to allow for continual maintenance of the building and access for emergency services.

The Commission noted that the proposal provided access for maintenance and emergency services though public and private roadways but the fire department would review development plans before final approval.

C4c. Ensuring that a funding mechanism exists to adequately maintain common areas that are not publicly maintained.

The Commission determined that the subdivision and PUD would be required to create a homeowner's association to maintain all common areas, private roads and the frontages along the public streets. The Commission added a condition requiring the HOA to establish a funding mechanism for long-term capital replacement, such as repaving private streets.

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

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

Water service is to be provided by East Green Acres, which issued a will-serve letter. No quantity or quality deficiencies were identified

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

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

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

The subdivision will complete missing segments in the local street network and provide connections between Guy Road and Spokane Street. Proposed street and sidewalk improvements enhance circulation and pedestrian safety.

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

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

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

The Commission determines that the project is consistent with R2 zoning, as modified through the PUD process, and includes conditions ensuring compliance with density, setbacks, and use.

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

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

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

The Commission decides that the requested subdivision can meet the city's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-13 listed below, when imposed, will ensure that the six criteria found in PPMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
3. The proposed subdivision must be completed in 3 phases or less. Phases 1 and 2 to be fully completed including common areas before commencement of Phase 3.
4. The following design deviations and conditions are approved as part of this PUD application:
 - a. Reduction in minimum lot size from 4,000 sf to 2,800 sf (not to exceed 85 lots, excluding common open space tracts).
 - b. Each residential lot will have at minimum a 16' wide driveway.
 - c. Rear loaded lots will be a minimum of 35' and provide two garage parking spaces, two driveway parking spaces and 1.5 on-street parking spaces per lots.
 - d. Front loaded lots to be a minimum of 40' to provide two garage parking spaces, two driveway parking spaces and one on-street parking space per lot.
 - e. Vehicular access to lots of forty-five (45) feet or less may be front loaded.
 - f. Reduction in right-of-way width of a local residential road with parking on both sides from 65 feet to 60 feet. See typical sections, Sheet C5.1.
 - g. Building side yard setbacks in lots 48 and 65 at private road tract boundary shall be reduced from 15 feet (flanking street) to 5 feet (side) where adjacent tract separate these lots from rights-of-way.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards.
8. Direct vehicular access from residential lots to Spokane St. and N. Guy Rd. shall be prohibited on the face of the plat.
9. Direct vehicular access to Holstein for Lots 48 through 64 shall be prohibited on the face of the plat.
10. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
11. The Homeowners Association (HOA) for the project shall be required to maintain all common areas including rights-of-way frontage adjacent to open space tracts, private roads, streets, alleyways, including paving, landscaping, irrigation and snow removal and provide a funding mechanism for capital repair/replacement in the future.
12. A 6-foot fence shall be constructed along the UPRR rights-of-way with the first phase and prior to final plat.
13. That the Developer shall include a play structure in one of the common area open space tracts.

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

Not applicable.

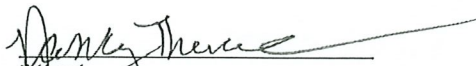
D. CONCLUSION

PUD-25-2 & SUBD-25-4: Based on the evidence in the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Commission that the requested Subdivision meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with the conditions contained herein.

Approved by the Planning and Zoning Commission on _____

10-14-25
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Lingar Development and Annexation Agreement File No. ANNX-24-11

ITEM AND RECOMMENDED ACTION:

Approve the attached Development and Annexation Agreement that is associated with the Lingar Annexation (File No. ANNX-24-11). A presentation is not planned on this item.

DISCUSSION:

On August 19th, 2025, the city council held a public hearing to consider a request to annex approximately 4.5 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning. The entirety of the site is generally located west of the northwest corner of W. Midway Ave. and N. McGuire Rd. (approx. 670 feet). Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request. Staff has prepared the attached Development and Annexation Agreement to correspond with the Lingar Annexation (ANNX-24-11).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard and approved the Lingar Annexation (ANNX-24-11) request on August 19th, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation and attached is the required Development and Annexation Agreement.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Applicant signed Annexation Agreement1072025

DEVELOPMENT AND ANNEXATION AGREEMENT

Lingar Annexation

(File No. ANNX-24-11)

THIS AGREEMENT is made this ____ day of October, 2025, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **North Idaho REI Team, LLC**, an Idaho limited liability company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 435 W Hanley Ave Ste #100, Coeur D Alene, 83815.

WHEREAS, **North Idaho REI Team, LLC**, (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description of the Property is attached hereto as Exhibit "A"; an

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located at 2671 W Midway Avenue and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a

manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
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ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Midway Avenue to include utilities, sidewalks, and storm drainage.

- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate an additional 20' of rights-of-way along Midway Avenue (measured from existing north line of Midway Avenue).
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.1 Other Limitations on Development: In addition to the other requirements contained in the ordinances and policies adopted by the City to regulate development, Owner agrees to develop the Property in compliance with the terms of this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy, environment for community and for future users of the Property. Specifically, Owner agrees to comply with the following standards:
- 5.1.1 Residential Units: All development within the Property shall be limited to single family detached homes and their incidental uses only.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to; public safety, street services, police equipment, community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 6.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 6.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 6.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable

impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

- 6.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VII. MISCELLANEOUS

- 7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 7.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
- 7.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 7.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 7.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 7.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.

- 7.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 7.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 7.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 7.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 7.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 7.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

CITY OF POST FALLS

North Idaho REI Team, LLC

By: _____
Ronald G. Jacobson, Mayor

By: *JoAnne Turner*
JoAnne Turner,
Its Manager

Attest: _____
Shannon Howard, City Clerk



ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

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

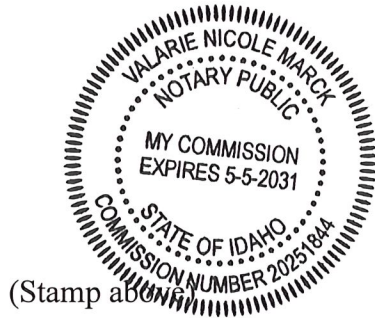
(Stamp above)

OWNER/DEVELOPER

STATE OF IDAHO)
 :ss
County of Kootenai)

This record was acknowledged before me on this 7 day of October, 2025, by JoAnne Turner, as Manager of North Idaho REI Team, LLC.

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



Valarie Nicole Mark
Notary Public for the State of Idaho
Residing at: Kootenai County
Commission Expires: 5.05.2031

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Painted Rock Development and Annexation Agreement File No. ANNX-25-3

ITEM AND RECOMMENDED ACTION:

Approve the attached Development and Annexation Agreement that is associated with the Painted Rock Annexation (File No. ANNX-25-3). A presentation is not planned on this item.

DISCUSSION:

On August 19th, 2025, the city council held a public hearing to consider a request to annex approximately 4.67 acres and associated rights-of-way into the City of Post Falls with Medium Density Residential (R-2) zoning. The entirety of the site is generally located at the northwest corner of the intersection of N. McGuire Road and W. Midway Avenue. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request. Staff has prepared the attached Development and Annexation Agreement to correspond with the Painted Rock Annexation (ANNX-25-3).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

City Council heard and approved the Painted Rock Annexation (ANNX-25-3) request on August 19th, 2025.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation and attached is the required Development and Annexation Agreement.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Signed Current Annexation Agreement by Applicant

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Painted Rock Annexation

(File No. ANNEX-25-3)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Ryno Land LLC**, a Washington Limited Liability Company organized and existing pursuant to the laws of the State of Washington, with its principal place of business at 16309 E Marietta Ave, Spokane Valley, WA 99216.

WHEREAS, Ryno Land LLC, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit “A”; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located at 2555 W Midway Avenue and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees,

streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source

whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
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ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:

- 4.1.1. By grant of right-of-way in a form acceptable to the City, Owner will dedicate an additional 20' of rights-of-way along Midway Avenue (measured from existing north line of Midway Avenue).
- 4.1.2. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Midway Avenue and to include utilities, sidewalks, and storm drainage.
- 4.1.3. By grant of right-of-way in a form acceptable to the City, Owner will dedicate an additional 30' of rights-of-way along with McGuire Road (measure as 110' feet from the existing eastern rights-of-way line of McGuire Road).
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street rights-of-way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights-of-way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

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- 5.2.1 Residential Unit Type: All development within the Property shall be limited to single-family detached homes and their incidental uses only.

ARTICLE VI. CONSIDERATION/FEES

- 6.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to; public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
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- 7.4. Time is of the Essence: Time is of the essence in this Agreement.
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- 7.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
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IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

CITY OF POST FALLS

Ryno Land LLC

By: _____
Ronald G. Jacobson, Mayor

By: _____
Ryan Olson, Managing Member

Attest: _____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

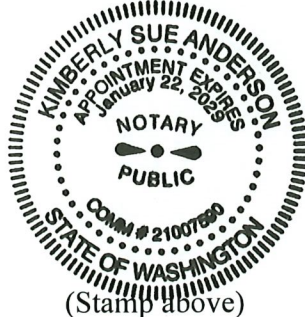
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

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

(Stamp above)

State of Washington)
: ss
County of Spokane)

This instrument was acknowledged before me on 10/22/2015 by **Ryan Olson** as the **Managing Member** of **Ryno Land LLC**, on behalf of whom the instrument was executed.



Notary Public for the State of Idaho
Residing at: Spokane Valley, WA
Commission Expires: 1/22/2019

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Steckman Annexation Grant of Rights-of- Way & Easements File No. ANNX-24-9

ITEM AND RECOMMENDED ACTION:

This item is the Grants of Rights-of-Way and Easements related to the Steckman Annexation File No. ANNX-24-9, which was approved by the city council following a public hearing on April 1, 2025. Staff requests that the city council review and approve the corresponding Grants of Rights-of-Way and Easements. No presentation is planned on this item.

DISCUSSION:

On April 1, 2025, the city council held a public hearing to consider a request to annex approximately 6.7 acres and associated rights-of-way into the City of Post Falls with the Medium Density Residential (R-2) zoning. The entirety of the site is generally located west of the N. Brookie Drive and N. Spokane Street Intersection. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved June 3, 2025.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On June 3, 2025, the Development and Annexation Agreement and Reasoned Decision were approved by City Council.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Applicant Signed Steckman Grant of Rights of WAY and Easement

GRANT OF RIGHT-OF-WAY
Steckman Annexation
N. Spokane St.
File No. ANNX-24-9

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

A STRIP OF LAND OF VARYING WIDTH LOCATED THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO SIAD STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°06'49" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 20.00 FEET;

THENCE, SOUTH 00°13'51" WEST A DISTANCE OF 202.91 FEET TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY OF THE U.P.R.R. R-O-W,

THENCE, ALONG SAID NORTH RIGHT OF WAY, SOUTH 56°00'54" WEST A DISTANCE OF 24.19 FEET,

THENCE, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER, NORTH 0°13'51" EAST A DISTANCE OF 441.74 FEET;

THENCE, SOUTH 89°06'49" EAST A DISTANCE OF 40.00 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER;

THENCE, ALONG SAID EAST LINE, SOUTH 00°13'51" WEST A DISTANCE OF 225.00 FEET TO THE TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH:

A PARCEL OF LAND BEING THAT PORTION OF THE NORTH HALF OF TRACT 21 LYING SOUTH OF THE U.P.R.R. RIGHT OF WAY PER THE GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, FILED IN BOOK B OF PLATS, PAGE 85; LYING IN THE

NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID TRACT 21, THENCE NORTH 89°08'16" WEST A DISTANCE OF 11.27 FEET TO THE SOUTH RIGHT OF WAY OF THE U.P.R.R. RIGHT OF WAY;

THENCE, ALONG SAID SOUTH RIGHT OF WAY, NORTH 56°00'24" EAST A DISTANCE OF 13.63 FEET TO THE EAST LINE OF THE NORTH HALF OF SAID TRACT 21;

THENCE, ALONG SAID EAST LINE, SOUTH 0°13'51" WEST A DISTANCE OF 7.79 FEET TO THE **TRUE POINT OF BEGINNING**.

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

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

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

GRANTEE:

CITY OF POST FALLS

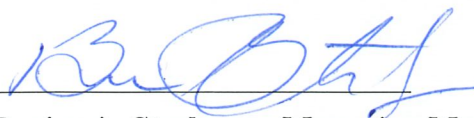
By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Blackwell Homes & Development LLC

By 
Benjamin Steckman, Managing Member
Blackwell Homes & Development LLC

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

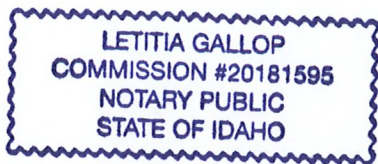
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

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

(Stamp above)

STATE OF Idaho)
 :ss
County of Kootenai)

This instrument was acknowledged before me on 10/16/25 by **Benjamin Steckman** as the **Managing Member** of **Blackwell Homes & Development LLC**, on behalf of whom the instrument was executed.



Notary Public for the State of Idaho
Residing at: Kootenai
Commission Expires: 10/01/30

(Stamp above)

EXHIBIT 'A'
SPOKANE STREET R-O-W

A STRIP OF LAND OF VARYING WIDTH LOCATED THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 89°06'49" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 20.00 FEET;

THENCE, SOUTH 00°13'51" WEST A DISTANCE OF 202.91 FEET TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY OF THE U.P.R.R. R-O-W,

THENCE, ALONG SAID NORTH RIGHT OF WAY, SOUTH 56°00'54" WEST A DISTANCE OF 24.19 FEET,

THENCE, ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER, NORTH 0°13'51" EAST A DISTANCE OF 441.74 FEET;

THENCE, SOUTH 89°06'49" EAST A DISTANCE OF 40.00 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER;

THENCE, ALONG SAID EAST LINE, SOUTH 00°13'51" WEST A DISTANCE OF 225.00 FEET TO THE TO THE **TRUE POINT OF BEGINNING**.

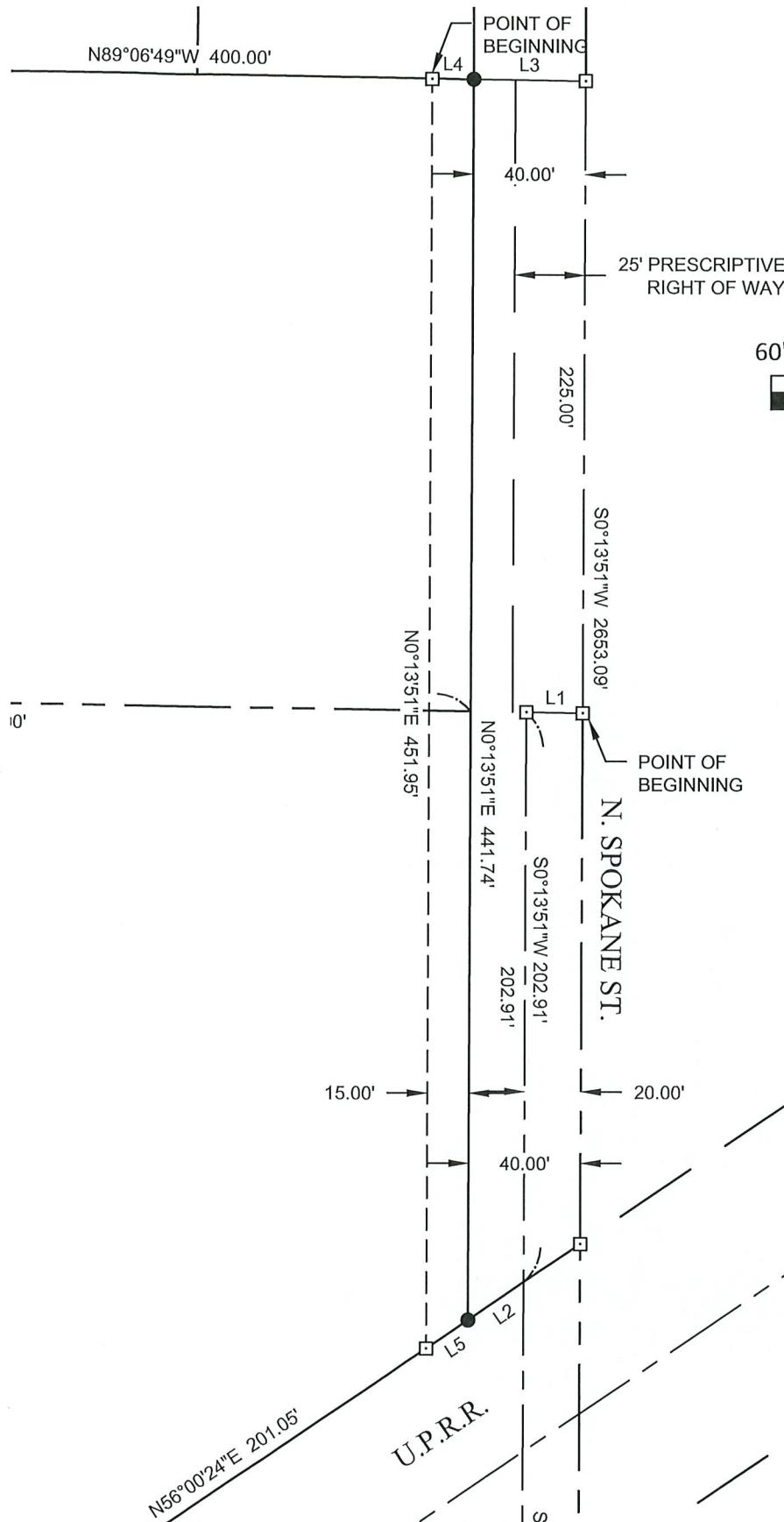
TOGETHER WITH:

A PARCEL OF LAND BEING THAT PORTION OF THE NORTH HALF OF TRACT 21 LYING SOUTH OF THE U.P.R.R. RIGHT OF WAY PER THE GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, FILED IN BOOK B OF PLATS, PAGE 85; LYING IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID TRACT 21, THENCE NORTH 89°08'16" WEST A DISTANCE OF 11.27 FEET TO THE SOUTH RIGHT OF WAY OF THE U.P.R.R. RIGHT OF WAY;

THENCE, ALONG SAID SOUTH RIGHT OF WAY, NORTH 56°00'24" EAST A DISTANCE OF 13.63 FEET TO THE EAST LINE OF THE NORTH HALF OF SAID TRACT 21;

THENCE, ALONG SAID EAST LINE, SOUTH 0°13'51" WEST A DISTANCE OF 7.79 FEET TO THE **TRUE POINT OF BEGINNING**.



H-Scale 1" = 60'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°06'49"W	20.00'
L2	S56°00'24"W	24.19'
L3	S89°06'49"E	40.00'
L4	S89°06'49"E	15.00'
L5	S56°00'24"W	18.14'

SCALE 1" = 5'
 N. HALF TRACT 21
 S. OF U.P.R.R.
 RIGHT-OF-WAY

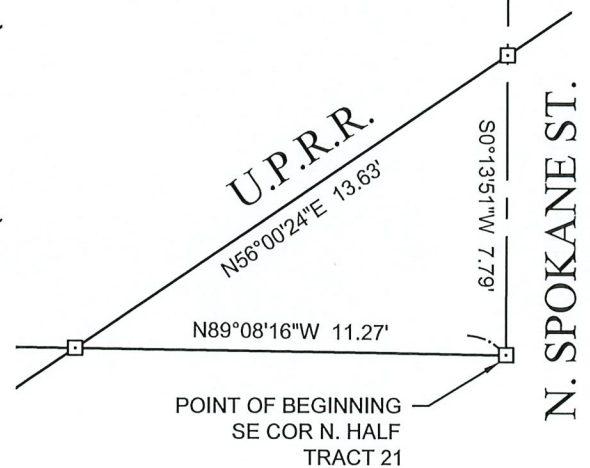


EXHIBIT "B"

NW SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST,
 BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: MAY, 2025

DRAFTED BY: CJJ

PLOT DATE: 10/01/2025

SHEET

FILE NAME: 24-169 EXHIBIT

CHECKED BY: CJJ

PROJECT No.: 24-169

1
1

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
 208-660-2351
 johnsonsurveyingnw.com

GRANT OF EASEMENT

Steckman Annexation

N. Spokane St.

File No. ANNX-24-9

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

A STRIP OF LAND 15 FEET IN WIDTH OVER, UNDER AND ACROSS A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THENCE NORTH 00°13'51" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 225.00 FEET; THENCE, NORTH 89°06'49" WEST A DISTANCE OF 40.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THENCE, SOUTH 0°13'51" WEST ALONG A LINE PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 27 A DISTANCE OF 441.74 FEET TO THE NORTH RIGHT OF WAY OF U.P.R.R.;

THENCE, ALONG SAID NORTH RIGHT OF WAY, SOUTH 56°00'24" WEST 18.14 FEET; THENCE, LEAVING SAID NORTH RIGHT OF WAY, NORTH 00°13'51" EAST A DISTANCE OF 451.95 FEET,

THENCE, SOUTH 89°06'49" EAST A DISTANCE OF 15.00 FEET TO THE **TRUE POINT OF BEGINNING**.

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

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

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

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Blackwell Homes & Development LLC

By



**Benjamin Steckman, Managing Member
Blackwell Homes & Development LLC**

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

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

STATE OF Idaho)
County of Kootenai) :ss

LETITIA GALLOP
COMMISSION #20181595
NOTARY PUBLIC
STATE OF IDAHO


Notary Public for the State of Idaho
Residing at: Kootenai
Commission Expires: 10/01/30

Page 138 of 402

**EXHIBIT "A" SPOKANE STREET
EASEMENT DESCRIPTION**

A STRIP OF LAND 15 FEET IN WIDTH OVER, UNDER AND ACROSS A PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

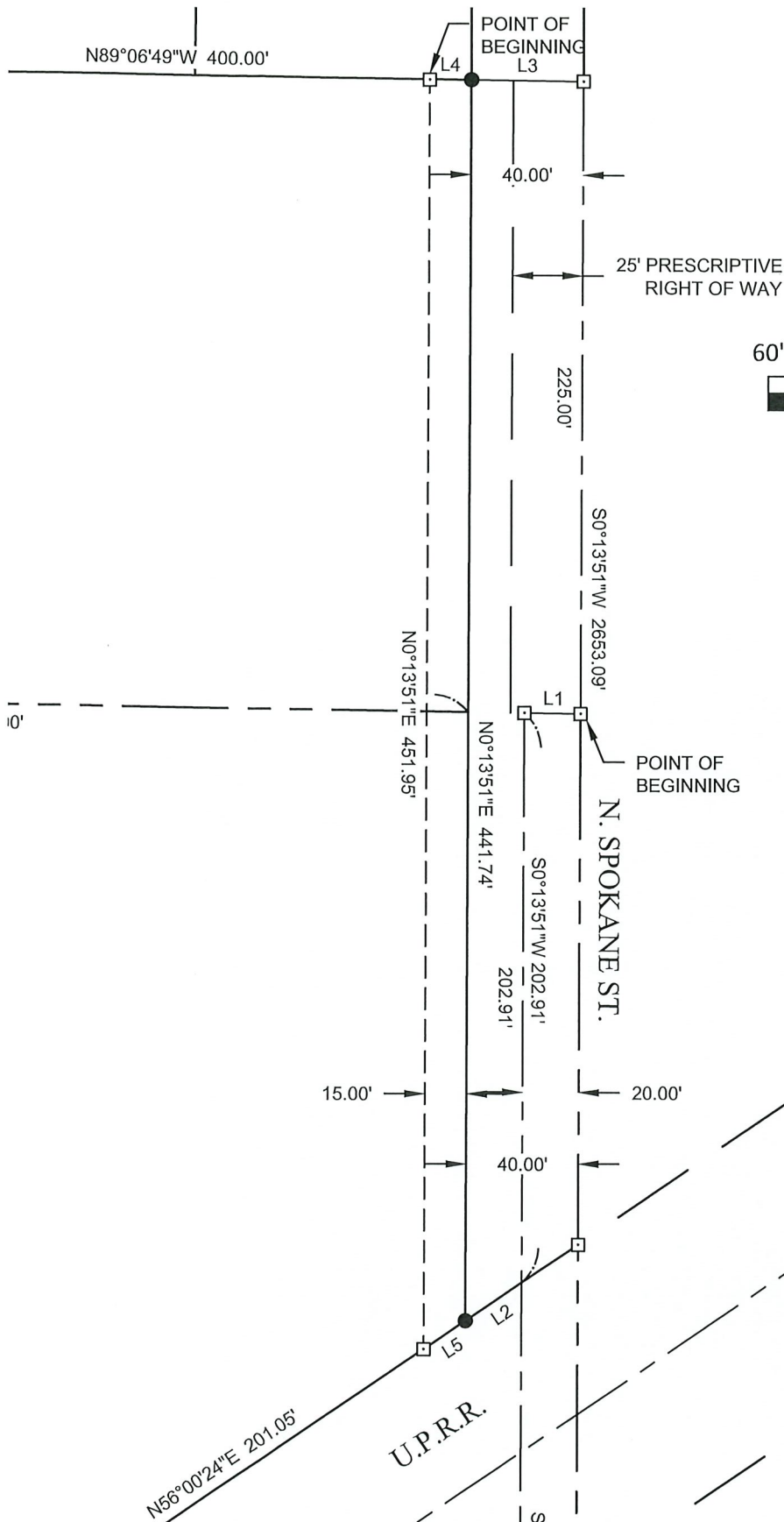
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THENCE NORTH 00°13'51" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 225.00 FEET; THENCE, NORTH 89°06'49" WEST A DISTANCE OF 40.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THENCE, SOUTH 0°13'51" WEST ALONG A LINE PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 27 A DISTANCE OF 441.74 FEET TO THE NORTH RIGHT OF WAY OF U.P.R.R.;

THENCE, ALONG SAID NORTH RIGHT OF WAY, SOUTH 56°00'24" WEST 18.14 FEET;

THENCE, LEAVING SAID NORTH RIGHT OF WAY, NORTH 00°13'51" EAST A DISTANCE OF 451.95 FEET,

THENCE, SOUTH 89°06'49" EAST A DISTANCE OF 15.00 FEET TO THE **TRUE POINT OF BEGINNING**.



H-Scale 1" = 60'



LINE TABLE

LINE	BEARING	LENGTH
L1	N89°06'49"W	20.00'
L2	S56°00'24"W	24.19'
L3	S89°06'49"E	40.00'
L4	S89°06'49"E	15.00'
L5	S56°00'24"W	18.14'

SCALE 1" = 5'
N. HALF TRACT 21
S. OF U.P.R.R.
RIGHT-OF-WAY

EXHIBIT "B"

NW SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: MAY, 2025

DRAFTED BY: CJJ

PLOT DATE: 10/01/2025

SHEET

FILE NAME: 24-169 EXHIBIT

CHECKED BY: CJJ

PROJECT No.: 24-169

1
1

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Elfer's Annexation Grant of Rights-of-Way & Easements File No. ANNX-24-10

ITEM AND RECOMMENDED ACTION:

This item is the Grants of Rights-of-Way and Easements related to the Elfer's Annexation File No. ANNX-24-10, which was approved by the city council following a public hearing on April 1, 2025. Staff requests that the city council review and approve the corresponding Grants of Rights-of-Way and Easements. No presentation is planned on this item.

DISCUSSION:

On April 1, 2025, the city council held a public hearing to consider a request to annex approximately 4.89 acres (5.2 with rights-of-way) and apply Medium Density Residential (R2) zoning. The site is located at 3556 N. Guy Road. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved June 3, 2025.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On June 3, 2025, the Development and Annexation Agreement and Reasoned Decision were approved by City Council.

APPROVED OR DIRECTION GIVEN:

As noted above, the city council approved the requested annexation.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Applicant Signed Elfers Grant of Rights of WAY and Easement

GRANT OF RIGHT-OF-WAY

Elfers Annexation

N. Guy Rd.

File No. ANN-24-10

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

A STRIP OF LAND 15 FEET IN WIDTH OVER, UNDER AND ACROSS A PORTION OF TRACT 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 85. TOGETHER WITH A PORTION OF THE PLATTED RIGHT OF WAY OF GUY ROAD. LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF SAID TRACT 22, THENCE, ALONG SAID NORTH LINE, SOUTH 89°06'49" EAST A DISTANCE OF 15.00 FEET;

THENCE, LEAVING SAID NORTH LINE, SOUTH 00°17'19" WEST A DISTANCE OF 332.17 FEET TO THE INTERSECTION WITH THE SOUTH LINE THEREOF;

THENCE, ALONG SAID SOUTH LINE, NORTH 89°08'16" WEST A DISTANCE OF 15.00 FEET;

THENCE, NORTH 0°17'19" EAST A DISTANCE OF 332.18 FEET TO THE **TRUE POINT OF BEGINNING**.

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

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

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

GRANTEE:

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Blackwell Homes & Development LLC

By



**Benjamin Steckman, Managing Member
Blackwell Homes & Development LLC**

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

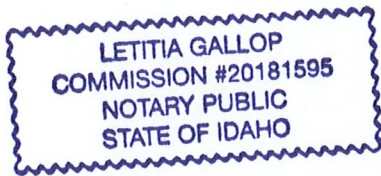
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

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

(Stamp above)

STATE OF Idaho)
 :ss
County of Kootenai)

This instrument was acknowledged before me on 10/16/25 by **Benjamin Steckman** as the **Managing Member** of **Blackwell Homes & Development LLC**, on behalf of whom the instrument was executed.





Notary Public for the State of Idaho
Residing at: Kootenai
Commission Expires: 10/01/30

(Stamp above)

EXHIBIT 'A'
GUY ROAD RIGHT OF WAY

A STRIP OF LAND 15 FEET IN WIDTH OVER, UNDER AND ACROSS A PORTION OF TRACT 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 85. TOGETHER WITH A PORTION OF THE PLATTED RIGHT OF WAY OF GUY ROAD. LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF SAID TRACT 22,

THENCE, ALONG SAID NORTH LINE, SOUTH 89°06'49" EAST A DISTANCE OF 15.00 FEET;

THENCE, LEAVING SAID NORTH LINE, SOUTH 00°17'19" WEST A DISTANCE OF 332.17 FEET TO THE INTERSECTION WITH THE SOUTH LINE THEREOF;

THENCE, ALONG SAID SOUTH LINE, NORTH 89°08'16" WEST A DISTANCE OF 15.00 FEET;

THENCE, NORTH 0°17'19" EAST A DISTANCE OF 332.18 FEET TO THE **TRUE POINT OF BEGINNING**.

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°08'16"W	15.00'
L2	N89°08'16"W	10.00'
L3	S89°06'49"E	15.00'
L4	S89°06'49"E	10.00'

W. FISHER AVE.

N 1/2, E 315.4',
TRACT 23
GREENACRES PLAT #8

N 1/2, TRACT 22
GREENACRES PLAT #8

N. GUY RD.

N89°06'33"W

S0°17'19"W 332.20'

N0°17'19"E 332.18'

S0°17'19"W 332.17'

S0°17'19"W 332.17'

10.00

15.00

35'

20'

TPOB

L4

L3

TPOB
EASEMENT

L2

L1

EXHIBIT "B"

NW 1/4, SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, CITY OF POST FALLS KOOTENAI COUNTY, IDAHO

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

DATE SURVEYED: MAY, 2025

DRAFTED BY: CJJ

PLOT DATE: 10/01/2025

SHEET

FILE NAME: CJJ

CHECKED BY: CJJ

PROJECT No.: 24-167

1
1

GRANT OF EASEMENT

Elfers Annexation

N. Guy Rd.

File No. ANN-24-10

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

A STRIP OF LAND 10 FEET IN WIDTH OVER, UNDER AND ACROSS A PORTION OF TRACT 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT RECORDED IN BOOK B OF PLATS, PAGE 85. LYING IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 22; THENCE SOUTH 89°06'33" EAST ALONG THE NORTH SAID TRACT 22 A DISTANCE OF 15.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH 89°06'33" EAST A DISTANCE OF 10.00 FEET;

THENCE, LEAVING SAID NORTH LINE, SOUTH 0°17'19" WEST A DISTANCE OF 332.17 FEET TO THE SOUTH LINE THEREOF;

THENCE, ALONG SAID SOUTH LINE NORTH 89°08'16" NORTHWEST A DISTANCE OF 10.00 FEET;

THENCE, LEAVING SAID SOUTH LINE, NORTH 0°17'19" EAST A DISTANCE OF 332.17 FEET TO THE **TRUE POINT OF BEGINNING**.

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

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

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

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Blackwell Homes & Development LLC

By 
Benjamin Steckman, Managing Member
Blackwell Homes & Development LLC

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

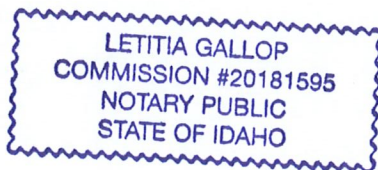
This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

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

(Stamp above)

STATE OF Idaho)
:ss
County of Kootenai)

This instrument was acknowledged before me on 10/16/25 by **Benjamin Steckman** as the **Managing Member** of **Blackwell Homes & Development LLC**, on behalf of whom the instrument was executed.





Notary Public for the State of Idaho
Residing at: Kootenai
Commission Expires: 10/01/30

(Stamp above)

EXHIBIT 'A'
GUY ROADEASEMENT

A STRIP OF LAND 10 FEET IN WIDTH OVER, UNDER AND ACROSS A PORTION OF TRACT 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT RECORDED IN BOOK B OF PLATS, PAGE 85. LYING IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 22; THENCE SOUTH $89^{\circ}06'33''$ EAST ALONG THE NORTH SAID TRACT 22 A DISTANCE OF 15.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID NORTH LINE, SOUTH $89^{\circ}06'33''$ EAST A DISTANCE OF 10.00 FEET;

THENCE, LEAVING SAID NORTH LINE, SOUTH $0^{\circ}17'19''$ WEST A DISTANCE OF 332.17 FEET TO THE SOUTH LINE THEREOF;

THENCE, ALONG SAID SOUTH LINE NORTH $89^{\circ}08'16''$ NORTHWEST A DISTANCE OF 10.00 FEET;

THENCE, LEAVING SAID SOUTH LINE, NORTH $0^{\circ}17'19''$ EAST A DISTANCE OF 332.17 FEET TO THE **TRUE POINT OF BEGINNING**.

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°08'16"W	15.00'
L2	N89°08'16"W	10.00'
L3	S89°06'49"E	15.00'
L4	S89°06'49"E	10.00'

W. FISHER AVE.

N 1/2, E 315.4',
TRACT 23
GREENACRES PLAT #8

N 1/2, TRACT 22
GREENACRES PLAT #8

N. GUY RD.

N89°06'33"W

S0°17'19"W 332.20'

N0°17'19"E 332.18'

S0°17'19"W 332.17'

S0°17'19"W 332.17'

10.00

15.00

35'

20'

L2

L1

TPOB

L3

L4

TPOB
EASEMENT

EXHIBIT "B"

NW 1/4, SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, CITY OF POST FALLS KOOTENAI COUNTY, IDAHO

DATE SURVEYED: MAY, 2025

DRAFTED BY: CJJ

PLOT DATE: 10/01/2025

SHEET

FILE NAME: CJJ

CHECKED BY: CJJ

PROJECT No.: 24-167

1
1

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: River City Corners Special Use Permit Appeal File No. SUP-25-1/APL-25-1 -
CANCELED

ITEM AND RECOMMENDED ACTION:

.

DISCUSSION:

.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

.

BUDGET CODE:

ATTACHMENTS:

None

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Water Reclamation Facility Solids Handling Improvements, Procurement Contract with BDP Industries

ITEM AND RECOMMENDED ACTION:

Staff requests City Council approval of the procurement contract with BDP Industries (Belt Dewatering Press Industries). City Council approval will authorize the Mayor to sign the procurement contract after receipt of the signed agreement from BDP.

DISCUSSION:

Significant upgrades are needed at the Water Reclamation Facility (WRF) to improve the solids handling process of wastewater treatment. Several components of these planned improvements were initially identified in the 2013 WRF Facility Plan as a future need. Last year, City Council adopted the 2024 update to the Facility Master Plan which provided refinement to the needed improvements. The Facility plan was developed by J-U-B Engineers and City staff. City Council approved a design contract for the Solids Handling Improvements project on July 1, 2025.

Solids refer to the materials removed from the treated water in the various processes of the WRF. They consist of the microbes which biologically treat the water, residual untreated waste products, and the particles created when the tertiary treatment coagulant binds to particles including phosphorus. This material is over 99% water. For economical handling, the water must be removed from the materials, which is accomplished through two processes, called thickening and dewatering.

The first phase of the project identified the need for a second solids belt filter press to ensure redundancy of the dewatering process. The primary pressing unit in the existing dewatering facility is a BDP Industries brand. The City's wastewater operators are familiar with the operation and repairs of this unit and maintain an inventory of spare parts for expedient repairs in the event of a mechanical breakdown. Additionally, the dewatering facility was designed and constructed for a future installation of an identical BDP unit by placing the footings for the future unit in the existing slab.

City Council declared BDP Industries a sole source vendor at the September 16, 2025 City Council meeting. This declaration authorized staff to negotiate a purchase contract directly with BDP. This procurement process is contemplated in Idaho Code 67-2808(2)(a)(ii) which allows the City to consider compatibility of equipment, components and replacement parts or service as the paramount consideration. Procurement of this second BDP Industries unit will provide improved redundancy of the solids processing system in this first phase of the project. The balance of the solids improvements project will be included with the second phase of the project design.

The procurement of this dewatering unit with BDP Industries is \$738,500. Prior to contract

negotiations, the cost of the new BDP unit was estimated to cost \$937,500. This cost estimate and the contract price excludes installation. Installation of the unit and ancillary components will be incorporated into a future construction contract. Delivery of the new belt press is anticipated by December 31, 2026, which aligns with the current project schedule. The terms of the agreement are final, but a signed copy of the agreement has not yet been received from BDP. The signed agreement is expected prior to the council meeting. The mayor will not execute the agreement for the city until the final signed agreement is received from BDP.

City staff will provide a brief presentation summarizing this memo and the next steps.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

WRF Solids Improvement – Sole source declaration of BDP Industries, September 16, 2025

WRF Solids Improvement – Design Contract with J-U-B, July 1, 2025

WRF Facility Planning Study – June 18, 2024

APPROVED OR DIRECTION GIVEN:

Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

A sole source procurement is budgeted and funded through the WRF project budget for Solids Handling Improvements.

The contract value for the requested purchase is \$738,500. Staff requests a 5% contingency in the amount of \$36,925 to be authorized by the Public Works Director in the event additional services will benefit the project. The total request from staff is \$775,425.

BUDGET CODE:

650-463.3125.95520

ATTACHMENTS:

1. 110325 PPT_WRF Solids Handling_BDP Procurement
2. BDP Procurement Contract

Water Reclamation Facility Solids Handling Improvements

Procurement Contract with BDP Industries



Andrew Arbini, Projects Division Manager

Public Works Department

November 3, 2025

Presentation Outline

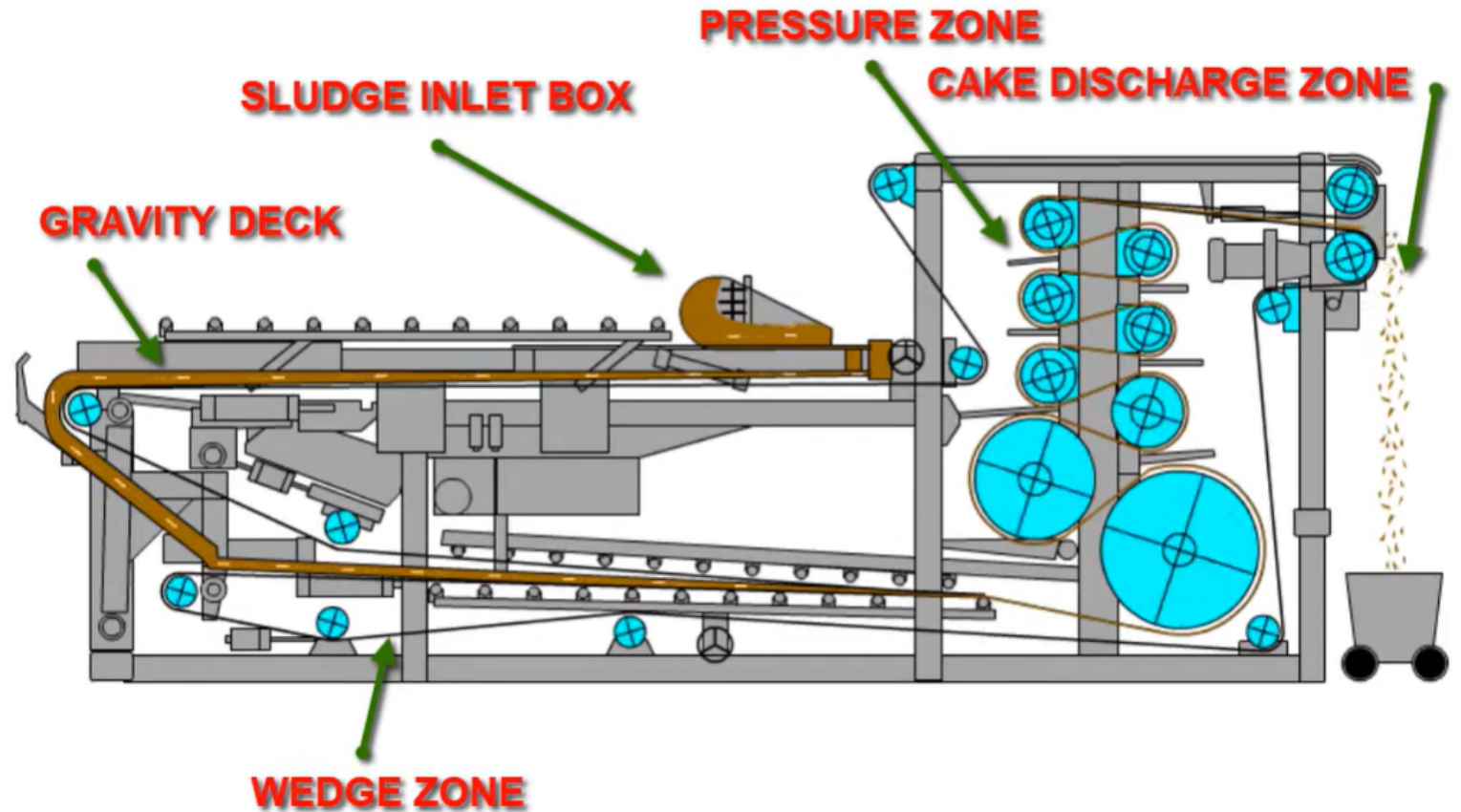
- Solids Treatment
- Project Background
- Sole Source Procurement
- Project Phase 1
- Procurement Contract
- Project Schedule and Next Steps

Solids Treatment and Processing

- Refers to materials removed from the treated water
 - Consists of the microbes, used to biologically treat the water
 - Tertiary treatment coagulant binds to particles including phosphorus
 - Consists of over 99% water
- Water is removed from these materials through two process:
 - 1) Thickening
 - 2) Dewatering

Dewatering Process

1. Majority of water drains by gravity from the belt
2. Sludge is compacted between two belts
3. The sludge is pressed through a serpentine of rollers
4. Dewatered solids are discharged to a storage hopper



Project Background

- Improvements to the Solids Treatment originally identified in the 2013 Facilities Study
- 2024 Facilities Study provided refinement to these improvements
- Design contract awarded at the July 1, 2025 City Council meeting
- Declaration of BDP Industries (Belt Dewatering Press Industries) as a sole source vendor at the September 16, 2025 City Council meeting

Selecting a Sole Source Procurement Process

- Idaho Code 67-2808(2)(a)(ii)
Compatibility of equipment, replacement parts or service...is the paramount consideration
 - Existing dewatering unit is a BDP Industries unit
 - Crew familiarity
 - City maintains an inventory of parts on-hand for repair and routine maintenance
 - Existing dewatering facility designed for additional BDP unit
 - Dedicated space and existing concrete footings

Project Phase 1

- Increase redundancy of dewatering process by adding a second belt filter press
- Pre-procure and sole source dewatering equipment with BDP Industries
- Select and hire Construction Manager and General Contractor (CMGC)
 - *Future Council presentation*
- CMGC will be assigned the procurement contract and will install the equipment

Dewatering Equipment – Belt Filter Press



Procurement Contract with BDP Inc.

- | | |
|--|------------------|
| • Contract purchase of belt filter press from BDP Inc. | \$738,500 |
| • 5% contingency | <u>\$ 36,925</u> |
| | \$775,425 |
- Engineers estimate: \$937,500
 - Contingency is the Public Works Director authority up to 5% of contract value
 - Budgeted and funded through the Solids Handling Improvements GL: 650-463.3125.95520

Estimated Project Cost

Solids Stream Dewatering Equipment 2	\$ 5,399,614
Headworks Influent Extension	\$ 739,811
Vactor Dump Station	\$ 762,536
Plant Drain Lift Station	\$ 2,263,621
Control Building Lift Station	\$ 568,115
Solids Stream Thickening	\$ 10,739,891
Solids Stream Dewatering Equipment 3	\$ 8,868,782
Total Estimated Project Cost	\$ 30,342,370

*Costs are planning level estimates, escalated to 2027 dollars by using the planning estimates in the 2024 Facility Study

Project Schedule

July 2025 to January 2026

- ✓ Preliminary Design
- ✓ Procurement documents for Dewatering Equipment
- Request for Proposal and selection of Construction Manager and General Contractor (CMGC)

January 2026 to June 2027

- Project 1 – Design, procurement and installation of dewatering equipment

January 2026 to August 2028

- Project 2 – Design and construction of the balance of project improvements

Questions



Procurement Contract Documents

For the

City of Post Falls, Idaho

**Belt Filter Press Dewatering
Equipment Procurement**

OCTOBER 2025



OWNER

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



**J-U-B ENGINEERS, INC.
ENGINEER**

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815

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Procurement Contract Documents

For the

City of Post Falls, Idaho

**Belt Filter Press Dewatering
Equipment Procurement**

OCTOBER 2025



10/29/2025

NOTICE AND DISCLAIMER

THE PLANS AND/OR SPECIFICATIONS (DOCUMENTS) ARE THE PROPERTY OF J-U-B ENGINEERS, INC. ("J-U-B") AND BY USING THE DOCUMENTS YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS NOTICE AND DISCLAIMER.

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City of Post Falls, Idaho
City of Post Falls: Belt Filter Press Dewatering Equipment Procurement Table of Contents

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Document P-520 – Agreement (Sample)
Document C550 – Notice to Proceed (Sample)
Notice to Commence Fabrication (Sample)
Document P-610 – Performance Bond for Procurement Contract (Sample)
Document P-625 – Buyer’s Acknowledgement of Receipt of Goods (Sample)
Document P-626 – Buyer’s Notice Regarding Conformity of Goods (Sample)

SECTION 2 – GENERAL CONDITIONS

Document P-700 – General Conditions

SECTION 3 – SPECIAL PROVISIONS

Document P-800 – Supplementary Conditions

SECTION 4 – TECHNICAL SPECIFICATIONS (DIVISIONS 1-43)

Section 01 33 00 – Submittal Procedures
Section 01 65 00 – Commissioning of Systems
Section 01 70 00 – Closeout Requirements
Section 01 73 00 – Installation Operation and Maintenance
Section 43 05 10 – Equipment General Provisions
Section 46 76 33 – Sludge Dewatering Equipment

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between **City of Post Falls** ("Buyer") and _____ ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: **Fabrication, delivery, and installation/startup services for a solids dewatering unit for the City of Post Falls Belt Filter Press Dewatering Equipment Procurement.**

1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: **Fabrication and delivery of a solids dewatering belt filter press unit and upgraded parts for existing belt filter press unit.**

1.03 *Engineer*

- A. Buyer has retained **J-U-B ENGINEERS, INC.** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

- A. The Point of Destination is designated as:
 - 1. 2002 W Seltice Way, City of Post Falls, ID 83854

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Contract Days	Notes
Notice to Proceed	-	Issued by Buyer
Shop Drawing Submittal 1	56 day	Engineers Submittal review shall be complete and returned to Seller within 21 days.
CONTRACT MILESTONE 1: Shop Drawing Submittal 2 (resubmittal) (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	21 days following receipt of Engineers Comments on Submittal 1	Seller shall achieve "No Exceptions Taken" final approved submittal status by this milestone.
Notice of Commencement of Fabrication (NTCF) (issued by Buyer)	7 days	Timeframe from receipt of final approved submittals for Buyer to issue NTCF
CONTRACT MILESTONE 2: Deliver acceptable Goods to Point of Destination (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	410 days	The Construction Project will be bid in Spring 2026 with construction in 2026 and 2027. The Seller's equipment will be assigned to the Contractor. Delivery date shall be coordinated with the Contractor.
Notice of Completed Installation	-	Issued by Buyer when system has been installed and is ready for Seller to commence Special Services for Goods.
CONTRACT MILESTONE 3 Special Services for Goods (SEE PARAGRAPH 2.04 REGARDING LIQUIDATED DAMAGES ASSOCIATED WITH THIS MILESTONE)	60 days	Special Services shall be completed and system achieved Substantial Completion within the Contract Days defined. Shall be coordinated with the Contractor.
Readiness for Final Inspection and Acceptance of Goods and Special Services	30 days	System shall be complete and ready for Final acceptance within the Contract Days defined. Shall be coordinated with the Contractor.

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 21 business days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is

needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the Contract Milestone times specified in Paragraph 2.02 (table), plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer **\$500** for each day that expires after the time specified in Paragraph 2.02 for Milestone 1 (Approved Shop Drawings), and **\$1,500** for each day that expires after the time specified in Paragraph 2.02 for MILESTONE 2 (Delivery of acceptable Goods) and MILESTONE 3 (Substantial Completion).

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

- A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.
- B. Buyer shall pay Seller a Lump Sum of \$_____ for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents.
- C. The Total Price is \$_____. Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Receipt of Approval of Shop Drawings and Samples (Milestone 1)	10%
2. Notice to Commencement of Fabrication	30%
3. Completion of acceptable factory testing (if any)	5%
4. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents (Milestone 2)	45%
5. Completion of Special Services (Substantial Completion) in accordance with Procurement Contract Documents (Milestone 3)	5%
6. Final Payment: Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents	5%
Total Procurement Contract Price (Lump Sum)	100%

- B. Prior to the assignment of the contract to the Contractor/Assignee, Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

- A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Procurement Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Procurement Agreement. If so, assigned the following provisions apply:
1. The Procurement Contract is initially executed in the name of the entity identified herein as Buyer, and will be assigned by such Buyer (as assignor) to a construction contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer (Project Owner) and the Contractor/Assignee, which is expected to occur on or about Mid-Year 2026. Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.
 2. The assignment of this Procurement Contract relieves the assignor from all further obligations and liabilities under this Procurement Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.
 3. After assignment:
 - a. The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.

Exhibit A—Assignment of Procurement Contract, Consent to Assignment, and Acceptance of Assignment.

EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.

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- b. If the Procurement Drawings or Procurement Specifications, as “Contract Documents” under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.
- c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as “Contract Documents” under the construction contract, have been duly modified under such construction contract.
- d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying Addenda; provided, however, that any limitations on Seller’s liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.
- e. The Contractor/Assignee shall have all the rights of the Buyer under the Performance Bond and Payment Bond.
- f. Seller shall submit all Applications for Payment directly to Contractor/Assignee.
 - 1) Contractor/Assignee shall review each Application for Payment promptly, determine the amount that Contractor/Assignee approves for payment, and then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.
 - 2) Contractor/Assignee shall pay Seller within **60** days following Engineers review and recommendation of payment and having achieved the Milestone requirements for progress payment defined in the Procurement Agreement Article 4.02.
 - 3) After assignment Engineer will review, approve, or deny the content of Applications for Payment under the Procurement Contract only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.
- g. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.
- h. All Claims and supporting documentation will be submitted directly by the claimant party (either Buyer or Seller), to the other party, without submittal to Engineer.

- 1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.
 - 2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.
 - 3) The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.
 - 4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.
 - i. Seller's recovery of additional cost, time, or both cost and time for any Claim attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Seller will cooperate and assist Contractor/Assignee in pursuing any Claim by Contractor/Assignee against Project Owner on behalf of Seller, including the timely preparation and delivery of supporting documentation.
 - j. If the pursuit of any claim by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.
 - k. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller under this Procurement Contract will cease.
 - l. Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).
- B. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release

or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
 - 1. This Procurement Agreement.
 - 2. General Conditions of the Procurement Contract.
 - 3. Supplementary Conditions of the Procurement Contract.
 - 4. Procurement Specifications as listed in the Procurement Specifications table of contents.
 - 5. Addenda Numbers _____ to _____, inclusive.
 - 6. Bonds:
 - a. Performance bond (together with power of attorney).
 - 7. Exhibits to this Procurement Agreement (enumerated as follows):
 - a. Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
 - b. Exhibit B, Surety's Consent to Assignment.
 - c. Documentation submitted by Seller; and
 - 8. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 - 1. Seller has examined and carefully studied the Procurement Contract Documents.

2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—CONFIDENTIALITY

8.01 *Confidential Information*

- A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.
- B. Seller shall clearly and prominently mark confidential information with the word “CONFIDENTIAL” on each page or sheet or on the cover of bound documents. Place “CONFIDENTIAL” stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

8.02 *Disclosure of Confidential Information*

- A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.
- B. Buyer’s obligations with respect to confidential information are nullified by the following exceptions:
 - 1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;
 - 2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer’s possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;
 - 3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;
 - 4. Buyer has a good faith belief that disclosure is required or justified; or
 - 5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

8.03 *Waiver of Immunity*

- A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following:

(a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

Article 10 - ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO

10.01 *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 Contractor employs ten (10) or more persons, then the Contractor certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).
- b. **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Contractor employs ten (10) or more persons, then the Contractor certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of 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:** Contractor certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.
- d. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Contractor certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).
- e. **Employment of Bona Fide Idaho Residents:** If this Agreement contemplates public works construction, Contractor agrees to employ ninety-five percent (95%) bona fide Idaho residents, as

Exhibit A—Assignment of Procurement Contract, Consent to Assignment, and Acceptance of Assignment.

EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.

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that term is defined in Idaho Code 44-1003, as employees on < **City of Post Falls Belt Filter Press Dewatering Equipment Procurement** > in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Contractor employs less than fifty (50) employees on < **City of Post Falls Belt Filter Press Dewatering Equipment Procurement** >, Contractor may employ up to ten (10%) nonresidents on < **City of Post Falls Belt Filter Press Dewatering Equipment Procurement** >. In all cases, Contractor agrees to give a preference to bona fide Idaho residents. The parties agree that if < **City of Post Falls Belt Filter Press Dewatering Equipment Procurement** > involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination or preferences among United States citizens.

Article 11 - Nondiscrimination Requirements

11.01 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/supplier, 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.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is _____, **2025**.

Buyer

Seller

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

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

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EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as “Owner”) and Contractor/Assignee (as “Contractor”).

The Procurement Contract between **City of Post Falls** (“Buyer”) and _____ (“Seller”) for furnishing Goods and Special Services entitled **Belt Filter Press Dewatering Equipment Procurement** (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

Assignment Made by Buyer

(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.

Assignment Acknowledged and Accepted by Seller

(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Seller is a corporation, attach evidence of authority to sign.

Assignment Accepted by Contractor/Assignee

(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) (date signed)

Name: _____ Title: _____
(typed or printed) (typed or printed)

If Contractor/Assignee is a corporation, attach evidence of authority to sign.

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NOTICE TO PROCEED

Owner: City of Post Falls Owner's Project No.: _____
Engineer: J-U-B Engineers, Inc. Engineer's Project No.: 93-25-006
Contractor: _____ Contractor's Project No.: _____
Project: City of Post Falls: Belt Filter Press Dewatering Equipment Procurement
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

[or]

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

Owner: City of Post Falls
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

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NOTICE TO COMMENCE FABRICATION

Owner: City of Post Falls Owner's Project No.: _____
Engineer: J-U-B ENGINEERS, Inc. Engineer's Project No.: 93-25-006
Contractor: _____ Contractor's Project No.: _____
Project: City of Post Falls: Belt Filter Press Dewatering Equipment Procurement
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Seller to proceed with Fabrication of Goods under this agreement and that the Construction Phase can proceed, as outlined in the milestones in the Procurement Agreement.

Owner: **City of Post Falls**
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____

Seller: **[Full formal name of Seller]**
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____

Copy: Engineer

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PERFORMANCE BOND FOR PROCUREMENT CONTRACT

Seller Name: _____ Address <i>(principal place of business)</i> : _____	Surety Name: _____ Address <i>(principal place of business)</i> : _____
Buyer Name: City of Post Falls, Idaho Mailing address <i>(principal place of business)</i> : 408 North Spokane Street Post Falls, ID 83854	Procurement Contract Description <i>(name and location)</i> : City of Post Falls: Belt Filter Press Dewatering Equipment Procurement Procurement Contract Price: \$ _____ Effective Date of Procurement Contract: _____
Bond Bond Amount: \$ _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Procurement Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 15	
Surety and Seller, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Seller as Principal	Surety
<i>(Full formal name of Seller)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Seller, Surety, Buyer, or other party is considered plural where applicable.</i>	

1. The Seller and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Buyer for the performance of the Procurement Contract, which is incorporated herein by reference.
2. If the Seller performs the Procurement Contract, the Surety and the Seller shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Buyer Default under the Procurement Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Buyer first provides notice to the Seller and the Surety that the Buyer is considering declaring a Seller Default. Such notice may indicate whether the Buyer is requesting a conference among the Buyer, Seller, and Surety to discuss the Seller's performance. If the Buyer does not request a conference, the Surety may, within five (5) business days after receipt of the Buyer's notice, request such a conference. If the Surety timely requests a conference, the Buyer shall attend. Unless the Buyer agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Buyer's notice. If the Buyer, the Seller, and the Surety agree, the Seller shall be allowed a reasonable time to perform the Procurement Contract, but such an agreement does not waive the Buyer's right, if any, subsequently to declare a Seller Default;
 - 3.2. The Buyer declares a Seller Default, terminates the Procurement Contract, and notifies the Surety; and
 - 3.3. The Buyer has agreed to pay the Balance of the Procurement Contract Price in accordance with the terms of the Procurement Contract to the Surety or to a seller selected to perform the Procurement Contract.
4. Failure on the part of the Buyer to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Buyer has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Seller, with the consent of the Buyer, to perform and complete the Procurement Contract;
 - 5.2. Undertake to perform and complete the Procurement Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified sellers acceptable to the Buyer for a contract for performance and completion of the Procurement Contract, arrange for a contract to be prepared for execution by the Buyer and a seller selected with the Buyer's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Procurement Contract, and pay to the Buyer the amount of damages as described in Paragraph 7 in excess of the Balance of the Procurement Contract Price incurred by the Buyer as a result of the Seller Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new seller, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which Surety may be liable to the Buyer and, as soon as practicable after the amount is determined, make payment to the Buyer; or

5.4.2. Deny liability in whole or in part and notify the Buyer, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Buyer to the Surety demanding that the Surety perform its obligations under this Bond, and the Buyer shall be entitled to enforce any remedy available to the Buyer. If the Surety proceeds as provided in Paragraph 5.4, and the Buyer refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Buyer shall be entitled to enforce any remedy available to the Buyer.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Buyer will not be greater than those of the Seller under the Procurement Contract, and the responsibilities of the Buyer to the Surety will not be greater than those of the Buyer under the Procurement Contract. Subject to the commitment by the Buyer to pay the Balance of the Procurement Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Seller for correction of defective or non-conforming Goods and Special Services, and completion of the Procurement Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Seller's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Procurement Contract, actual damages caused by delayed performance or non-performance of the Seller.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Buyer or others for obligations of the Seller that are unrelated to the Procurement Contract, and the Balance of the Procurement Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Buyer or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Procurement Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction where the Point of Destination is located and must be instituted within two years after a declaration of Seller Default, or within two years after the Seller ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Buyer, or the Seller must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Point of Destination, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. *Balance of the Procurement Contract Price*—The total amount payable by the Buyer to the Seller under the Procurement Contract after all proper adjustments have been made including

allowance for the Seller for any amounts received or to be received by the Buyer in settlement of insurance or other claims for damages to which the Seller is entitled, reduced by all valid and proper payments made to or on behalf of the Seller under the Procurement Contract.

14.2. *Buyer Default*—Failure of the Buyer, which has not been remedied or waived, to pay the Seller as required under the Procurement Contract or to perform and complete or comply with the other material terms of the Procurement Contract.

14.3. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, as defined in the Procurement Contract.

14.4. *Point of Destination*—The location where delivery of the Goods shall be made, as stated in the Procurement Contract.

14.5. *Procurement Contract*—The contractual agreement between the Buyer and Seller identified on the cover page, including all Procurement Contract Documents and changes made to the Procurement Contract.

14.6. *Seller Default*—Failure of the Seller, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Procurement Contract.

14.7. *Procurement Contract Documents*—All the documents that comprise the contractual agreement between the Buyer and Seller.

15. Modifications to this Bond are as follows: **None**

BUYER'S ACKNOWLEDGMENT OF RECEIPT OF GOODS

Buyer: City of Post Falls, ID Buyer's Project No.:
Engineer: J-U-B ENGINEERS, Inc. Engineer's Project No.: 93-25-006
Seller: Seller's Project No.:
Project: City of Post Falls: Belt Filter Press Dewatering Equipment Procurement
Contract Name:

This Buyer's Acknowledgment of Receipt of Goods (Acknowledgment) applies to:

☐ All Goods ☐ The following specified portions of the Goods:

Date of delivery of the Goods to the Point of Destination: _____ (date)

Date of Buyer's visual inspection of the Goods: _____ (date)

Date of this Acknowledgment: _____ (date)

Buyer acknowledges:

1. The Goods to which this notice applies have been delivered to the Point of Destination.
2. Buyer has visually inspected such Goods pursuant to Paragraph 9.02.B.1 of the General Conditions of the Procurement Contract.
3. Based on the visual inspection, such Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, subject to any exceptions and limitations in this Acknowledgment.
4. Such Goods are deemed received for purposes of Paragraph 9.02.B.2 of the General Conditions of the Procurement Contract.
5. Seller may submit its Application for Payment for the delivered Goods, subject to the terms of the Procurement Agreement.

Exceptions (if any) to this Acknowledgment: ☐ None ☐ As follows:

The responsibilities between Buyer and Seller for securing and storing the Goods, maintaining the Goods during storage, and for furnishing the Special Services, shall be as provided in the Procurement Contract.

The following documents are attached to and made a part of this Acknowledgement:

This Acknowledgment does not constitute an acceptance of any Goods not in conformance with the Procurement Contract Documents, nor is it a release of Seller's obligation to furnish all Goods and Special Services in accordance with the Procurement Contract.

	Buyer	Engineer, on behalf of Buyer
By (signature):	_____	_____
Name (Printed):	_____	_____
Title:	_____	_____
Date:	_____	_____

BUYER'S NOTICE REGARDING CONFORMITY OF GOODS AND SPECIAL SERVICES

Buyer: City of Post Falls, Idaho Buyer's Project No.:
Engineer: J-U-B ENGINEERS, Inc. Engineer's Project No.: 93-25-006
Seller: Seller's Project No.:
Project: City of Post Falls: Belt Filter Press Dewatering Equipment Procurement
Contract Name:
Notice Date: Effective Date of the Procurement Contract:

Buyer hereby gives notice to Seller that, to the best of Buyer's knowledge, information, and belief, the Goods and Special Services:

- ☐ Are in conformance with the Procurement Contract Documents. Upon Seller's submittal of its final Application for Payment in accordance with the Procurement Contract Documents, Seller will be eligible for final payment, except as expressly indicated in the Procurement Contract.
- ☐ Are nonconforming with the Procurement Contract Documents for the following reason(s):
 - 1.

Seller's Special Services were completed on: _____ (date)

Buyer has consulted with and received Engineer's recommendation on conformity of the Goods and Special Services.

This Buyer's Notice Regarding Conformity of Goods and Special Services (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice does not relieve Seller of any surviving obligations under the Procurement Contract and is subject to Buyer's reservations of rights with respect to completion and final payment.

Buyer

By (signature): _____ Name (Printed): _____
Date: _____ Title: _____

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STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.
 2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.
 3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.
 5. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.
 7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
 8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.
 9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
 10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
 11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.
15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer's acceptance of the Bid.
20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.
22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).
23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.

25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.
34. *Seller*—The individual or entity furnishing the Goods and Special Services.
35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.
36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.
37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals

may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.
39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.
40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.
- B. *Intent of Certain Terms or Adjectives*
 1. The Procurement Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.
 2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:
 - a. do not conform to or comply with the requirements of the Procurement Contract Documents;
 - b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or

- c. in the case of Special Services, have not been completed.
- 3. The word “receipt” when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.
- 4. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- 5. The word “furnish,” when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.
- C. *Procurement Contract Price or Procurement Contract Times*: References to a change in “Procurement Contract Price or Procurement Contract Times” or “Procurement Contract Times or Procurement Contract Price” or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term “or both” is not expressed.
- D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).
- B. *Evidence of Seller’s Insurance*: When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.
- C. *Evidence of Buyer’s Insurance*: After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 *Copies of Documents*

- A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 *Preliminary Schedules*

- A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:
 - 1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.
 - a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.
 - b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.
 - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
 - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 *Preliminary Conference*

- A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

- B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.
- C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 *Intent*

- A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.
- D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.
- F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 *Reference Standards*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.
- B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Contract Documents:* If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.
2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

- #### A.
- During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.
1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.
- #### B.
- Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the

Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

- C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 *Reuse of Documents*

- A. Seller and its subcontractors and suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 *Commencement of Procurement Contract Times*

- A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

4.02 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 *Adjustments to Progress Schedule*

- A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.
2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

4.04 Delays

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.
- B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. inspection delays by governmental authorities, and custom delays;
 4. international shipping delays;
 5. acts or failures to act of third-party entities; and
 6. acts of war or terrorism.
- D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions:* Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:
 1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.
 2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.

3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.
- E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.
- B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.

- F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.
- G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 *Insurance*

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.
- D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.

5.03 *Surety or Insurance Companies*

- A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 6—LICENSES AND FEES

6.01 *Intellectual Property and License Fees*

- A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.
- B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.
- C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights,

or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

- D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

6.02 *Seller's Infringement*

- A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.
- B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.
- C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

6.03 *Buyer's Infringement*

- A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.
- B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.

- C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.
 - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER’S RESPONSIBILITIES

7.01 *Performance of Obligations*

- A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.
- B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.
- C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer’s instructions; and
 - 3. shop-assembled to the greatest extent practicable.

7.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller’s compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller’s responsibility to make certain

that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

7.04 "Or Equals"

- A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.
- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data:* Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

7.05 *Taxes*

- A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Seller shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
- 3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Seller shall submit the number of copies required in the Procurement Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

- a. Seller shall submit the number of Samples required in the Procurement Specifications.

- b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.
3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.
8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review

and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.
3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
 - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

- B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 *Concerning Subcontractors and Suppliers*

- A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 *Delivery*

- A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.
- B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.
- E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.
- F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of

Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER’S RIGHTS

9.01 *Seller’s Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller’s warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.
- C. Seller’s warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
 - 2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
 - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller’s obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:
 - 1. observations by Buyer, Engineer, or Project Owner;
 - 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 - 3. use of the Goods by Buyer or Project Owner;
 - 4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
 - 5. the end of the correction period established in Paragraph 9.04;
 - 6. the issuance of a notice of acceptance;
 - 7. any inspection, test or approval by others; or
 - 8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.
- E. Buyer shall promptly notify Seller of any breach of Seller’s warranties or guarantees.

9.02 *Inspections and Testing*

A. *General Provisions*

1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.
2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.
3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.

- D. *Remedying Non-Conforming Goods:* If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

- E. *Buyer's Acceptance of Non-Conforming Goods:* Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment,

Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

- F. *Seller Obligations:* Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.
- G. *Buyer's Rejection of Conforming Goods:* If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.
- B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 *Engineer's Role Defined*

- A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.
- B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.
- C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

10.02 *Duties and Responsibilities; Authority; Limitations*

- A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.
- B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.
- C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.
- D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.
- E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 11—CHANGES

11.01 *Amending and Supplementing the Procurement Contract*

- A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.
- B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Buyer and Seller shall execute appropriate Change Orders covering:
 - 1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;
 - 2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;
 - 3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.
- B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Change Directives*

- A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.
- B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.
- B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

11.05 *Buyer-Authorized Changes in the Goods and Special Services*

- A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 *Buyer's Contingency Allowance*

- A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.
- B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.
- C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.
- D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 *Unauthorized Changes in the Goods and Special Services*

- A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Contract Price*

- A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Procurement Contract Price will be determined as follows:
 - 1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;
 - 2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or
 - 3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

11.09 *Change of Procurement Contract Times*

- A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Contract (including, but not limited to, Procurement Contract Price or Procurement Contract Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 *Claims*

- A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
- B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.
- C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.
- D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.
- G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller

are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.

- H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.
- I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.
- K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

12.02 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.
- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
 - 1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
 - 3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim

EJCDC® P-700, Standard General Conditions of the Procurement Contract.

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or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 *Applications for Progress Payments*

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.
- B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.
- C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.
- D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 *Review of Applications for Progress Payments*

A. *Review of Applications*

- 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
 - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and
 - c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other

- obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or
- b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.
4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or
 - b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or
 - c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or
 - d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or
 - e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:
- a. the Goods and Services are non-conforming, requiring correction or replacement;
 - b. the Procurement Contract Price has been reduced by Change Orders;
 - c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or
 - d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

13.03 Basis and Amount of Progress Payments

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 Suspension of or Reduction in Payment

- A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and
 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
 3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
 - c. Seller has failed to provide and maintain required bonds or insurance;
 - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
 - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;
 - g. the Procurement Contract Price has been reduced by Change Orders;
 - h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
 - i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or
 - j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

13.05 *Final Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.
- D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.
- E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.
- F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.
- G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 *Waiver of Claims*

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 *Cancellation*

- A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:
 - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

14.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 *Suspension of Performance by Seller*

- A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
 - 1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and
 - 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 *Breach and Termination*

A. *Buyer's Breach*

- 1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
- 2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

- 1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the

Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 *Giving Notice*

- A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 *Controlling Law*

- A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.
- B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

15.03 *Computation of Time*

- A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.04 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

15.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

15.06 *Entire Agreement*

- A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 *Successors and Assigns*

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

SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

These Supplementary Conditions amend or supplement EJCDC® P-700, Standard General Conditions of the Procurement Contract (2019). The General Conditions remain in full force and effect except as amended.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01.A Add the following terms to those defined in Paragraph 1.01.A of the General Conditions

1. Bid Form – The Bid Form for the Procurement Contract
2. Proposal – An offer of a prospective Seller submitted on the prescribed form setting forth the prices for Goods and Special Services to be provided.
3. Proposer – An individual or entity that, as a prospective Seller, submits a Proposal to Buyer.
4. Request for Proposal – An invitation to prospective Sellers to submit Proposals for the design, supply, and furnish of the Goods and Special Services.

SC-1.01.A Delete the definition of and replace it with the following:

Notice of Award—The written notice, by Buyer to a Proposer, of Buyer's acceptance of the Proposal.

SC-1.01.A Delete the definition of *Procurement Bidding Documents* and replace it with the following:

Procurement Proposal Documents—The Procurement Proposal Requirements and the proposed Procurement Contract Documents (including all Addenda).

SC-1.01.A Delete the definition of *Procurement Bidding Requirements* and replace it with the following:

Procurement Proposal Requirements—The advertisement or invitation to Propose, Instructions to Proposers, Bid or Proposal security of acceptable form, if any, and Bid Form with any supplements.

SC-1.01.A Delete the definition of and replace it with the following:

Successful Proposer—The Proposer whose Proposal the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Buyer shall furnish to Seller **three (3)** printed copies of the Procurement Contract Documents (including one fully signed counterpart of the Procurement Agreement), and **one (1) copy** in electronic portable document format (PDF).

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 *Reporting and resolving Discrepancies*

SC-3.03 Delete Paragraph 3.03.A.2 and replace it with the following:

2. *Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof. Seller is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect or error is discovered, the Seller is obligated to inform the Engineer.*

ARTICLE 4—COMMENCEMENT AND PROGRESS OF WORK

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

SC-5.01 Add the following paragraphs immediately after Paragraph 5.01.A:

1. *Required Performance Bond Form*: The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2010 or 2019 edition).

5.02 *Insurance*

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.E:

- F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Procurement Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:
 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (b) by any other person for any other reason;
 5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained must:
 1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, and their consultants, all of whom must be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any

of all such additional insureds, and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Seller's indemnity obligations under Paragraph 7.07;
 5. contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder will provide a copy of the notice to the other party, each other insured, and Engineer;
 6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.03 and 9.04; and
 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter).
- H. The limits of liability for the insurance required by Paragraph SC-5.02.F must provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs SC-5.02.F.1 and F.2:

Workers' Compensation and Related Policies	Policy limits of not less than
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	NA
Bodily injury by disease—aggregate	NA
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's	\$

Workers' Compensation and Related Policies	Policy limits of not less than
compensation or commercial general liability policy with a minimum limit of:	

2. Seller's General Liability under Paragraphs SC-5.02.F.3 through F.6 which must include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

Commercial General Liability	Policy limits of not less than
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Excess or Umbrella Liability	
General Aggregate	\$1,000,000

3. Automobile Liability under Paragraph SC-5.02.F.6:

Automobile Liability	Policy limits of not less than
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

4. Professional Liability (if the Special Services include professional services):

Seller's Professional Liability	Policy limits of not less than
Each Claim	\$
Annual Aggregate	\$

- I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

ARTICLE 6—LICENSES AND FEES

ARTICLE 7—SELLER’S RESPONSIBILITIES

ARTICLE 8—SHIPPING AND DELIVERY

ARTICLE 9—BUYER’S RIGHTS

9.01 *Limitation of Seller’s Liability*

SC-9.05 Add the following new paragraph after Paragraph 9.04:

9.05 *Limitation of Seller’s Liability*

- A. Buyer and Seller agree that the total liability of Seller to Buyer for claims, costs, losses, and damages arising from this Procurement Contract will be limited to the amount established in the Procurement Agreement as the Procurement Contract Price.
- B. Upon assignment the terms of this Paragraph 9.05 will be binding upon both the assignor and assignee with respect to Seller's liability. The terms of the limitation enumerated under paragraph 9.05.A do not apply to or limit any claim by Buyer against Seller based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

ARTICLE 10—ENGINEER’S STATUS

ARTICLE 11—CHANGES

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

S.C. 12.02.A

Replace paragraph 12.02.A with the following:

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be held in jurisdiction of the project. The request for mediation must be submitted in writing to the mediator and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.

ARTICLE 13—PAYMENT

ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

ARTICLE 15—MISCELLANEOUS

SC-15.10 Add the following new paragraph immediately after Paragraph 1.09

15.10 *Reports and Drawings:* The Supplementary Conditions identify:

- A. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such reports/drawings are as follows and are available for viewing upon request at the Engineer's issuing office:
 - 1. Record Drawings, prepared by J-U-B Engineers, Inc, entitled "WRF Tertiary Treatment Improvements".
 - 2. Record Drawings, prepared by J-U-B Engineers, Inc, entitled "WRF Headworks, Equalization and Solids Loading Improvements".
 - 3. Record Drawings, prepared by J-U-B Engineers, Inc, entitled "2008 WWTP Expansion".
 - 4. Construction Drawings, prepared by Kimball Engineering, entitled "1995 Wastewater Treatment Facilities, Phase II, Stage IIA".
 - 5. Record Drawings, prepared by Kimball Engineering, entitled "1987 Sludge Dewatering Building".

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SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Construction Progress Schedules
- B. Shop and Fabrication Drawings
- C. Product Data
- D. Samples
- E. Deferred Submittals
- F. Material Safety Data Sheets
- G. Installation, Operation, and Maintenance Manuals with Product Submittals
- H. Manufacturers' Instructions
- I. Spare Parts and Maintenance Materials
- J. Submittal Preparation
- K. Submittal Review
- L. Submittal Limits
- M. Spare Parts and Maintenance Materials

1.2 RELATED SECTIONS

- A. Section 01 65 00 – Commissioning of Systems
- B. Section 01 70 00 – Closeout Requirements
- C. Section 01 73 00 – Installation, Operation and Maintenance Manuals

1.3 SHOP AND FABRICATION DRAWINGS

- A. Shop drawings are required for all process mechanical installations, piping connections to existing piping, fabrications, etc.
- B. Fabrication drawings are required for all metal fabrications.

- C. Drawings shall include dimensions, fit, and installation, and shall be coordinated with all adjacent Work elements.
- D. Shop drawings are not required for yard piping beyond 20 feet from any structure, unless specifically requested by Engineer.

1.4 PRODUCT DATA

- A. Supplier shall submit product data, supporting documentation, and certifications as required to show compliance with the Contract Documents for every product provided as part of the Work.
- B. Supplier shall mark each copy to identify applicable products, models, options, and other data. Supplier shall supplement manufacturers' standard data to provide information unique to this Project. Non-project related information on manufacturer's standard data shall be stricken or otherwise deleted.

1.5 SAMPLES

- A. Supplier shall submit samples when requested in individual sections or as requested by the Engineer.
- B. Supplier shall submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- C. Supplier shall submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Owner's selection. Provide custom color samples where custom colors are required by the Contract Documents.
- D. Supplier shall include identification on each sample, with full Project information.

1.6 DEFERRED SUBMITTALS

- A. Where indicated in the Contract Documents, Supplier shall provide calculations and drawings signed and sealed by a Registered Professional Engineer licensed in the State where the project is to be constructed. Professional Engineer shall be responsible for designing the components as shown on the Shop Drawings.

1.7 MATERIAL SAFETY DATA SHEETS

- A. Supplier shall provide OSHA information and material safety data sheets (SDS) as applicable for all chemicals, as requested by the Engineer or noted in the Contract Documents.

1.8 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS WITH PRODUCT SUBMITTALS

- A. Installation, operation, and maintenance information included with product submittals shall be considered information only. Draft and Final Installation, Operation, and Maintenance information shall be submitted separately from the product data per Section 01 73 00.

1.9 MANUFACTURERS' INSTRUCTIONS

- A. Supplier shall submit manufacturers' printed instructions for delivery, storage, assembly, and installation for all products, except equipment, to be provided as part of the Work. This includes, but is not limited to, coatings, concrete repair products, etc.
- B. Supplier shall identify conflicts between manufacturers' instructions and Contract Documents as part of the submittal.

1.10 SUBMITTAL PREPARATION

- A. Supplier shall develop submittals as necessary to document proposed goods, materials, systems, plans, etc. for completion of the Work.
- B. Supplier shall submit a "Schedule of Submittals" per the General Conditions.
- C. Owner and Engineer reserve the right to request such additional submittal items as deemed necessary throughout the course of the Work, at no additional cost to the Owner.
- D. Coordinate and group submission of related items. Provide a complete table of contents for each submittal. For PDF submittals, provide bookmarks for each section and subsection listed in the table of contents.
- E. Before submitting a Shop Drawing or Sample, Supplier shall:
 - 1. Review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
 - 2. Determine and verify:
 - a. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - b. The suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- c. All information relative to Supplier's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - d. Confirm that the Submittal is complete with respect to all related data included in the Submittal.
 - 3. Each Shop Drawing or Sample must bear a stamp or specific written certification that Supplier has satisfied Supplier's obligations under the Contract Documents with respect to Supplier's review of that Submittal, and that Supplier approves the Submittal.
 - 4. With each Shop Drawing or Sample, Supplier shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
 - 5. Ensure that quantities are stated and project identification (i.e., tag numbers, process area codes, etc.) are provided and utilized appropriately.
- F. Sequentially number the submittals with XX XX XX-YY-ZZ where:
- 1. XX XX XX is the 6-digit specification number (example 01 33 00).
 - 2. YY is the number which reflects a different submittal for a given specification number (example)
 - 3. ZZ is the number of times that the submittal has been made (i.e., the revision number). The initial submittal shall be "01".
 - 4. Example: 01 33 00-02-03 is the third iteration of the second submittal under Technical Specification 01 33 00.
- G. Identify Project, Supplier, subcontractor or materials supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
- H. Transmit each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals. By submitting to Engineer, Supplier certifies that:
- 1. Supplier has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal
 - 2. The submittal is complete and in accordance with the Contract Documents and all requirements of applicable laws, regulations, and governing agencies

- I. Supplier's designated representative shall apply their signature certifying that the submittal is in accordance with the requirements of the Contract Documents.
- J. The Supplier shall submit a copy of the applicable specification(s) with each paragraph clearly marked with a check mark (✓) for conformance to the subsection. Alternately, if Supplier takes exception to the specification requirement, Supplier shall indicate such with an "x". For each deviation, provide an explanation and include supporting documentation to defend the position that the proposed change meets or exceeds the specified requirements. The submittal will not be reviewed without this specification markup. Engineer shall review the deviations as an "or-equal" or "substitution" request (as appropriate and as determined solely by Engineer), in accordance with the General Conditions. The Engineer retains the right to reject the proposed deviation in favor of the specification as written.
- K. The Supplier shall be responsible for submitting complete and accurate information in accordance with the Contract Documents.
- L. Revise and resubmit submittals as required. With each resubmittal, the Supplier shall identify all changes made since the previous submittal in a cover letter. For each change, Supplier shall explicitly state what modifications were made, and on which page of the current submittal the modifications can be found. Any resubmittal not accompanied by such a summary will be returned for resubmittal without any further review.
- M. All Supplier submittal information shall be submitted via Email to the Engineer and Owner in the electronic file format that it was originally developed and in condensed portable document format (PDF). The specifications for PDF generation are as follows:
 - 1. The acceptable format is portable document format (PDF): Adobe Acrobat, Adobe Acrobat Exchange, or Revu Bluebeam.
 - 2. Scan images at a resolution of 400 dpi or greater. Perform Optical Character Recognition (OCR) capture on all images. Achieve OCR with the "original image with hidden text" option (as seen in Adobe Acrobat Exchange 4.05).
 - 3. Create one PDF document (PDF file) for each submittal. The entire file is converted to a single PDF file via scanning or other method of conversion. Drawings or other graphics must be converted to PDF format and made part of one combined PDF document. Rotate pages to the appropriate position for easy reading. Word searches of the PDF document must operate successfully (proof of OCR).
 - 4. Create a bookmark in the navigation frame for each entry in the table of contents. The bookmark shall be three levels deep (i.e., "chapter", "section", and "subsection") unless otherwise approved by the Owner.
 - 5. Generate thumbnails for each completed PDF file.
 - 6. Set the opening view for PDF files as follows:

- a. Initial view: bookmarks and page
- b. Magnification: fit in window
- c. Open to the cover page of the document, with bookmarks to the left, and the first bookmark linked to the table of contents.

1.11 SUBMITTAL REVIEW

- A. The Engineer's review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the shop drawings during this review do not relieve Supplier from compliance with the requirements of the Contract Documents.
- B. Engineer's review will result in the following submittal review designations:
 - 1. No Exceptions Taken: This response indicates that the submittal generally appears to meet the requirements of the Contract Documents. A resubmittal is not required.
 - 2. Revise and Re-Submit: Supplier shall address Engineer's comments and resubmit.
 - 3. Submit Specific Item: This response indicates that additional information is required for Engineer's review of the submittal. Supplier shall provide requested information resubmit.
 - 4. Rejected: If during Engineer's review, the submittal is found to be grossly inadequate, incomplete, and/or include substantial deviations from the Contract Documents, Engineer will cease review and deem the submittal rejected. Supplier shall prepare a suitable submittal for review and resubmit.
- C. Supplier shall distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with the Contract Documents and Engineer's review comments.
- D. Engineer reserves the right to request additional submittal items related to the project, at no additional cost to the Owner.
- E. Engineer's review time: Engineer will endeavor to review each submittal within 21 days. However, the review time may be longer depending on the timing and number of submittals issued by Supplier, the quality of Supplier's submittal, the nature and complexity of the submittal including necessary coordination with other subconsultants, evaluation of or-equal or substitution requests contained within the submittal, and other factors. Supplier will not be granted additional Contract Days arising from

Engineer's review. Supplier is encouraged to identify critical submittals for prioritization during Engineer's review.

- F. Supplier shall include submittal periods for major equipment and critical components in the Project Schedule and factor in the review time and resubmittals.
- G. Submittals shall be noted as "No Exceptions Taken" prior to delivery and incorporation in the Work.

1.12 SUBMITTAL LIMITS

- A. Two submittals will be permitted for each specified item/product at no cost to the Supplier.
- B. For each item specified in the Contract Documents, Supplier shall submit a single product from a single manufacturer for Engineer's review. Engineer will not review multiple products that are intended for the same use unless, during construction, the product which was originally submitted becomes unavailable.
- C. If Supplier fails to address Engineer's comments with the first two submittals and additional reviews are required, the Owner may charge the Supplier on a Time and Materials Basis (estimated at \$2,000.00 for each resubmittal review) that is required.
- D. Items requiring resubmittal shall be submitted to the Engineer within thirty (21) calendar days from the date of return to Supplier.

1.13 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide spare parts, maintenance, and extra materials in quantities specified in individual specification sections.
- B. Deliver to project site prior to Operator/Owner Training – reference Section 01 65 00 Commissioning of Systems.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 01 65 00 COMMISSIONING OF SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Section includes overall coordination, scheduling, submittals and checklists for equipment and system Start-up and Testing, Owner Training, Acceptance Testing, and Commissioning.
- B. This specification and sequence for commissioning of systems is provided to demonstrate the requirements of the Supplier and anticipated coordination with the General Contractor and Owner during installation, testing, startup and commissioning. Installation, testing, startup support activities required by the supplier are defined further in the individual equipment technical specifications (reference Section 46 76 33-Sludge Dewatering Equipment)
- C. The order of events shall be as follows:
 - 1. Initial starting and testing of equipment
 - 2. Owner Training
 - 3. Owner Programming Period (and support through Acceptance Testing)
 - 4. Acceptance Testing
 - a. Initial Acceptance Testing: Closed-loop testing of individual unit processes
 - b. Final Acceptance Testing: Full-scale testing of interconnected unit processes
 - 5. Commissioning

1.2 RELATED SECTIONS

- A. Section 01 32 17– Work Sequence
- B. Section 01 70 00 – Closeout Requirements
- C. Section 01 73 00 – Installation, Operation, and Maintenance Manuals
- D. Section 43 05 10-Equipment General Provisions

- E. Section 46 76 33- Sludge Dewatering Equipment

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 GENERAL

- A. Throughout the activities discussed in this section, General Contractor, and Contractor's subcontractors (as deemed appropriate by Owner and Engineer) shall be present for repair, correction of incomplete work, alteration, or unscheduled/unforeseen adjustments to any equipment and associated systems.
- B. "Equipment" consists of individual items (e.g. a pump, blower, etc.), which must function properly with interconnected and ancillary equipment and components to form a "system". "Process Areas" consist of one or more interconnected systems.
- C. General Contractor shall provide all labor, power, fuel, supervision, utilities, chemicals, maintenance, equipment, vehicles, water, or any other item necessary to proceed with the steps discussed in this section and other applicable portions of the Contract Documents. This includes all temporary systems, plugs, piping, and equipment required for testing individual systems in closed loops as noted herein, or as otherwise deemed necessary by the Engineer.
- D. If Contractor must reschedule any activities covered in this specification once a date has been agreed upon by all parties, Contractor shall provide a minimum of one working day's notice of cancellation prior to the agreed-upon date. The activity shall then be rescheduled based on Owner's and Engineer's availability.

3.2 INITIAL STARTING AND TESTING

- A. Establish a schedule for initial starting and testing of all equipment / systems in the project. The schedule shall be included in Contractor's weekly schedule updates (reference Section 01 32 16).
- B. To minimize overwhelming the Owner's staff, the Contractor shall undertake no more than one major process component (e.g. a pumping system) or two equipment items or systems (e.g. a pump, blower, or similar) per week.
- C. Prepare and submit a separate detailed schedule for activities, including dates for activities, personnel involved, contact information for vendors, and other pertinent information.
- D. Contractor shall conduct a meeting at least 10 working days prior to initial starting and testing of each item. Required attendance includes the following: Contractor, critical

subcontractors (e.g. electrical, control system integrators), equipment vendors (remote attendance is permissible), Engineer, Owner, and others as applicable.

- E. Prior to energizing the equipment or system:
 - 1. Verify that each piece of equipment in a system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
 - 2. Verify wiring and support components for equipment are complete and have been previously tested.
 - 3. Verify all instrumentation and controls are complete in the system and have undergone testing in accordance with Division 26 requirements, including performing loop checks on all installed wiring. No further testing, programming, or commissioning activities can be completed until all loop checks have been completed.
 - 4. Manufacturer shall provide an authorized representative to be present at site to inspect, check, and approve equipment / system installation prior to initial starting and testing, and to supervise placing equipment or system in operation.
- F. Contractor shall confirm that additional tests and inspections as required by the manufacturer, and technical specifications have been completed.
- G. Verify that tests, meter readings, and specified electrical characteristics agree with those required by Contract Documents and the equipment or system manufacturer.
- H. Execute initial starting and testing under supervision of responsible manufacturer's representative and in accordance with manufacturers' instructions, recommendations, and requirements.
 - 1. Minimum time on-site and number of trips to site by manufacturer's representative are listed in the respective technical specifications.
 - 2. If not listed in the technical specifications, provide at least one 8-hour day for each equipment item.
- I. Equipment / systems shall be capable of full-time operation with all associated controls, instruments, sensors, etc. completely functional (less Owner's Programming). "Bump Tests" (i.e. operating a piece of equipment for several seconds to confirm proper rotation) do not constitute starting and testing of equipment / systems. Contractor shall provide temporary pump(s), piping, and other items necessary to replicate design flows for the purpose of providing flow to system facilities for testing. Contractor is required to provide all equipment, fuel, controls, and necessary piping for suction and discharge from the pump(s) as necessary for start-up and testing purposes.

J. Notice of Completed Installation

1. Once an equipment / system has undergone Initial Starting and Testing, Contractor shall submit a certified report to Engineer (using the form inserted at the end of this specification and supplemented with manufacturer's checklists and forms) that the requirements are complete. Certificate shall be signed by Contractor and Manufacturer/Supplier. Contractor shall include a letter to Engineer titled, "Request for Notice of Completed Installation of Equipment/System [Item]".
2. Engineer shall review the Contractor's request, and if all obligations have been fulfilled to the satisfaction of the Engineer, the Engineer shall issue a letter to the Contractor and Owner titled: "Notice of Completed Installation of Equipment/System [Item]".
3. Upon issuance of "Notice of Completed Installation of Equipment/System [Item]" by Engineer, Contractor may proceed with Owner Training for that system/piece of equipment.
4. Once all equipment items and systems in a Process Area have undergone Initial Starting and Testing, Contractor shall issue a letter to Engineer titled, "Request for Notice of Completed Installation of Process Area [Item]".
5. Engineer shall review the Contractor's request, and if all obligations have been fulfilled to the satisfaction of the Engineer, the Engineer shall issue a letter to the Contractor and Owner titled: "Notice of Completed Installation of Process Area [Item]".

3.3 OWNER TRAINING

- A. Owner Training shall not commence until "Initial Starting and Testing of Equipment/Systems" is complete and the equipment or system is able to operate satisfactorily with all associated controls, instruments, sensors, etc.
- B. Contractor shall coordinate the training day and time with the Owner for an occasion when Owner's operating personnel are available. Notify Owner and Engineer a minimum of ten working days prior to intended start date of training. Training shall only occur on Tuesdays, Wednesdays, or Thursdays, unless previously approved by the Owner.
- C. To minimize overwhelming the Owner's staff, the Contractor shall undertake no more than one major process component (e.g. a membrane system) or two equipment items or systems (e.g. a pump, blower, or similar) per week.
- D. Manufacturer's Representative, in conjunction with Contractor, shall conduct Operator/Owner Training. Training duration shall be as listed below. Training may be

completed during the same trip to site as the Initial Starting and Testing of System, if adequate time is available.

1. Minimum training time by manufacturer's representative is listed in the respective technical specifications.
 2. If not listed in the technical specifications, provide at least one 8-hour day for each system.
- E. Utilize operation and maintenance manuals as the basis for instruction. A complete draft copy of the Preliminary Operation and Maintenance (O&M) Manuals (see Section 01 73 00) shall be available for each of the Owner's operating personnel who attend the training. Contractor shall provide a printed copy of the Preliminary O&M for each operator who attends the training at no additional cost. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance. Owner Training shall include the use of slides, videos, literature, diagrams, and/or oral presentations as necessary to present comprehensive, detailed instruction of operation and maintenance requirements of the equipment.
- F. Training shall be divided into two parts: Classroom and Field Training.
1. Classroom training shall include a slide presentation and shall utilize the Preliminary operation and maintenance manual as the basis of instruction. Contractor shall provide a printed hard copy of the slide presentation to the Owner, as well as a digital copy of the presentation on a USB.
 2. Upon satisfactory completion of the classroom training, continue training with a field training session utilizing the installed equipment. Equipment shall be run in all available control modes and sequences of operation as part of the Training.
- G. The Owner/Engineer may record the training sessions. The recording produced shall be the sole property of the Owner and Engineer.
- H. Upon completion of "Operator/Owner Training" for each equipment item or system, submit a certified report to the Engineer (using the form inserted at the end of this specification and supplemented with manufacturer's checklists and forms) that the requirements are complete and that system is ready for the start of the "Owner's Programming Period."

3.4 OWNER'S PROGRAMMING PERIOD

- A. Owner shall contract separately for SCADA programming for the facility, excluding vendor-provided control packages included with equipment.
1. Owner reserves the right to begin portions of the programming upon Notice of Completed Installation of an individual Process Area; however, such work shall not reduce the calendar days established herein.

2. Delays to the Programmer caused by correction or troubleshooting of Contractor's Work shall be grounds for an extension of the Owner's Programming period a commensurate amount of time at no additional cost to the Owner.
- B. The installation, programming, and testing of the Work requires considerable coordination between the Owner, Owner's SCADA Programmer, and the Contractor. The Contractor will provide on-site assistance through testing of the SCADA Programming.
- C. Contractor shall provide on-site support during Owner's programming period to expedite system SCADA programming and testing. Contractor shall provide skilled labor capable of troubleshooting and making modifications to the various Work trades, including but not limited to mechanical, electrical, and instrumentation systems as necessary and within the Contract Document requirements. The Contractor shall be responsible for making any adjustments and/or modifications to the installation process that may become necessary to ensure that all equipment is properly installed.
- D. Contractor (including the electrical contractor and control systems integrator) shall attend weekly controls coordination meetings with the SCADA Programmer, Owner, and Engineer at no additional cost to the Owner. Controls coordination meetings will be held during Initial Starting and Testing of Systems through completion of the Owner's Programming Period.
- E. Upon completion of "Owner's Programming Period", Engineer shall issue a letter to Contractor titled: "Notice of Completed Owner Programming". Upon Notice of Completed Programming, Contractor shall commence with Acceptance Testing of Systems.
- F. Owner's programmer shall be available for troubleshooting and coordination with Contractor during Acceptance Testing period.

3.5 ACCEPTANCE TESTING

- A. Following completion of Contractor's Initial Starting and Testing Activities, Owner Training, and Owners Programming Period, and provided ancillary Work is sufficiently complete to permit operation of components (as determined by the Engineer), Acceptance Testing may begin.
- B. At least fifteen calendar days prior to intended start date of Acceptance Testing of Systems, Contractor shall schedule a meeting with Owner and Engineer to review Contractor's plan for Acceptance Testing.
- C. Acceptance Testing shall be performed in two phases to minimize disruption to the existing facility and to facilitate troubleshooting during testing.
 1. Initial Acceptance Testing

- a. Shall be performed in a “closed-loop” for individual unit processes as defined by the Engineer.
- b. Initial Acceptance Testing shall use potable water for “closed-loop” testing, where applicable
- c. Contractor shall provide all equipment, fuel, controls, piping, and other appurtenances as necessary for acceptance testing purposes in a closed-loop, including temporary items if necessary.
- d. Demonstrate functional integrity under full operational conditions, including normal, alternate, and emergency conditions, as defined by the Engineer. Temporary pumping systems shall be capable of turn-down to simulate diurnal or other anticipated variation through the process, as required by the Engineer. The pumping system turn-down shall meet the intended operating flow regime for the unit process from 20% of peak flow through 100% of peak flow, unless specifically noted otherwise.
- e. Period shall be a minimum of 7 calendar days with uninterrupted, continuous, and automatic operation (i.e., 24 hours a day), unless a longer period or more restrictive performance testing requirements are specified in a separate technical specification.
- f. Schedule Initial Acceptance Testing sequentially among Process Areas to allow for Owner and Engineer involvement with each system. Initial Acceptance Testing may only be scheduled concurrent with testing of another Process Area upon written approval by Owner and Engineer. Initial Acceptance Testing for all process areas shall be completed before Final Acceptance Testing begins.
- g. Dates for the beginning and ending of Initial Acceptance Testing shall be agreed upon by Contractor, Owner, and Engineer in advance of initiating Initial Acceptance Testing Period.
- h. If, during Initial Acceptance Testing, the aggregate amount of time used for repair, correction of incomplete work, alteration, or unscheduled adjustments to any equipment or system renders the affected equipment or system inoperative for more than 8 hours of the scheduled Acceptance Testing period, the demonstration of functional integrity will be deemed to have failed. In the event of failure, a new Acceptance Testing Period shall commence after correction of the cause of failure. The new Acceptance Testing Period shall have the same requirements and duration as the Acceptance Testing Period previously conducted. Repairs, alterations, and adjustments, as well as failed and restarted Acceptance Testing periods shall be at no additional cost to

the Owner and shall not be eligible for claims of delay by the Contractor.

2. Final Acceptance Testing

- a. Upon successful completion of Initial Acceptance Testing, and approval by Owner and Engineer, Final Acceptance Testing may commence. Dates for the of beginning of Final Acceptance Testing shall be agreed upon by Contractor, Owner, and Engineer in advance of initiating Final Acceptance Testing Period.
 - b. Testing shall be performed “live” with influent flow to test and demonstrate operation and functionality of the system. Final Acceptance Testing shall not begin until after Initial Acceptance Testing has been successfully completed for all process areas.
 - c. Period shall be a minimum of 14 calendar days with uninterrupted, continuous, and automatic operation (i.e., 24 hours a day), unless a longer period or more restrictive performance testing requirements are specified in a separate technical specification. Final Acceptance Testing shall not be concurrent with Initial Acceptance testing.
- D. Demonstrate the operation, control, adjustment, and functional integrity of the process mechanical, mechanical, electrical, and control interfaces of the respective equipment and components comprising the facility or system.
- E. Owner shall provide operational personnel to provide process decisions affecting plant performance during Owner’s regular work hours. Owner’s assistance shall only be available for process decisions. Contractor shall perform all other functions, including, but not limited to, equipment operation and maintenance throughout the Acceptance Testing period.
- F. Owner and Engineer reserve the right to simulate operational variables, equipment failures, routine maintenance scenarios, etc. to verify the functional integrity of automatic and manual backup systems and alternate operating modes during Acceptance Testing. Should any simulation cause the system to fail or operate in an unsatisfactory manner, in the opinion of the Engineer or Owner, the Contractor shall be responsible for repairs and/or corrections.
- G. Provide knowledgeable personnel to answer Owner’s questions throughout the Acceptance Testing Period.
- H. Provide field instruction on systems and respond to any system problems or failures that may occur.
- I. Upon completion of Acceptance Testing, submit a certified report to Engineer (using the form inserted at the end of this specification and supplemented with manufacturer’s

checklists and forms) that the requirements are complete and that system is ready for Commissioning. Certificate shall be signed by Contractor and Manufacturer/Supplier.

3.6 COMMISSIONING

- A. When adequate Training, Owner Programming, and successful Acceptance Testing of all systems within a Process Area is completed to the satisfaction of the Owner and Engineer, the Process Areas may be considered Commissioned.
- B. Commissioning is defined as full integration of the equipment, including all electrical, controls, instrumentation, and all other support systems necessary for operation of the entire Process Area as designed.
- C. Owner reserves the right to withhold payment on individual equipment items until such time as Commissioning may commence.
- D. Submit a certified report to Engineer (using the form inserted at the end of this specification and supplemented with manufacturer's checklists and forms) stating that all preceding requirements have been completed and that the system is ready for Commissioning by Owner. Certificate shall be signed by Contractor and Manufacturer/Supplier.
- E. Substantial Completion of the Work, or portions thereof, shall be no earlier than the date of completed Commissioning for the Process Areas.

3.7 OVERALL COMMISSIONING SEQUENCE

- A. Contractor is responsible for developing an overall startup sequencing plan to meet the Contract requirements. Contractor will develop construction Work Sequence for coordination of process areas, including required predecessors and operational impacts. Not all components or support systems in the Work are shown or discussed.

CONTRACTOR & MANUFACTURER/ SUPPLIER CERTIFICATE
Section 01 65 00 Commissioning of Systems
Initial Starting and Testing of Systems (Paragraph 3.2)

The following certificate shall be completed for each equipment item or system

Project Name _____ Equip Item/ Tag _____

Owner _____ Specification No. _____

Engineer _____ Serial No. _____

Contractor _____

Equip Mfg./ Supplier Start-up Representative and Contact Information:

Item No.	Description	Date Completed
1	(3.2.D) Conduct a meeting at least 10 working days prior to initial starting and testing of each item.	
2	(3.2.E.1) Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage	
3	(3.2.E.2) Verify wiring and support components for equipment are complete and have been previously tested.	
4	(3.2.E.3) Verify all instrumentation and controls are complete and have undergone testing.	
5	(3.2.D.4) Provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to initial starting and testing, and to supervise placing equipment or system in operation.	
6	(3.2.G) Verify that tests, meter readings, and specified electrical characteristics agree with those required by Contract Documents and the equipment or system manufacturer.	
7	(3.2.H) Execute initial starting and testing under supervision of responsible manufacturer's representative and in accordance with manufacturers' instructions, recommendations, and requirements.	
8	(3.2.J.1) Submit a certified report to Engineer that the requirements are complete.	

Observations/ Recommendations/ Comments:

MANUFACTURER/ SUPPLIER SIGNATURE

DATE

CONTRACTOR SIGNATURE

DATE

CONTRACTOR & MANUFACTURER / SUPPLIER CERTIFICATE
Section 01 65 00 Commissioning of Systems
Operator / Owner Training (Paragraph 3.3)

The following certificate shall be completed for each equipment item or system.

Project Name _____ Equip Item/ Tag _____

Owner _____ Specification No. _____

Engineer _____ Serial No. _____

Contractor _____

Equip Mfg./ Supplier Start-up Representative and Contact Information:

Item No.	Description	Date Completed
1	(3.3.D) Provide a complete draft copy of the Preliminary Operation and Maintenance (O&M) Manuals for each of the Owner's operating personnel who attend the training.	
2	(3.3.D) Review contents of O&M manual with Owner's operating personnel in detail to explain all aspects of operation and maintenance.	
3	(3.3.D) Include the use of slides, videos, literature, diagrams, and/or oral presentations as necessary to present comprehensive, detailed instruction of operation and maintenance requirements of the equipment.	
4	(3.3.E) Upon satisfactory completion of the classroom training, continue training with a field training session utilizing the installed equipment. Equipment shall be run in all available control modes and sequences of operation.	
5	(3.3.G) Submit a certified report to Engineer that the requirements are complete and that system is ready for Commissioning.	
Observations/ Recommendations/ Comments:		
_____ MANUFACTURER/ SUPPLIER SIGNATURE _____ CONTRACTOR SIGNATURE _____ DATE _____ DATE		

CONTRACTOR & MANUFACTURER/ SUPPLIER CERTIFICATE
Section 01 65 00 Commissioning of Systems
Notice of Completed Owner Programming (Paragraph 3.4)

The following certificate shall be completed for each equipment item or system

Project Name _____

Owner _____

Engineer _____

Contractor _____

Process Area/Equipment _____

Observations/ Recommendations/ Comments:

OWNER SIGNATURE

DATE

CONTRACTOR & MANUFACTURER/ SUPPLIER CERTIFICATE
Section 01 65 00 Commissioning of Systems
Acceptance Testing of Systems (Paragraph 3.5)

The following certificate shall be completed for each equipment item or system

Project Name _____ Equip Item/ Tag _____
 Owner _____ Specification No. _____
 Engineer _____ Serial No. _____
 Contractor _____

Equip Mfg./ Supplier Start-up Representative and Contact Information:

Dates of Initial Acceptance Testing: _____ to _____

Dates of Final Acceptance Testing: _____ to _____

Item No.	Description	Date Completed
1	(3.5.B) Schedule a meeting with Owner and Engineer 15 calendar days prior to intended start date of Acceptance Testing in order to review Contractor's plan for Acceptance Testing.	
2	(3.5.C.1.d) Conduct the demonstration of functional integrity under full operational conditions, including normal, alternate, and emergency conditions, as defined by the Engineer.	
3	(3.5.D) Demonstrate the functional integrity of the process mechanical, mechanical, electrical, and control interfaces of the respective equipment and components comprising the facility or system	
4	(3.5.G) Provide knowledgeable personnel to answer Owner's questions throughout the Demonstration Period	
5	(3.5.H) Provide field instruction on systems and respond to any system problems or failures that may occur	
6	(3.5.I) Submit a certified report to Engineer that the requirements are complete and the system is ready for Commissioning.	
Observations/ Recommendations/ Comments:		
_____ MANUFACTURER/ SUPPLIER SIGNATURE _____ DATE _____ CONTRACTOR SIGNATURE _____ DATE		

CONTRACTOR & MANUFACTURER/ SUPPLIER CERTIFICATE
Section 01 65 00 Commissioning of Systems
Commissioning of Systems (Paragraph 3.6)

The following certificate shall be completed for each equipment item or system

Project Name _____ Equip Item/ Tag _____
 Owner _____ Specification No. _____
 Engineer _____ Serial No. _____
 Contractor _____

Equip Mfg./ Supplier Start-up Representative and Contact Information:

Item No.	Description	Date Completed
1	(3.6.D) Submit a certified report to Engineer that all preceding requirements have been completed and that the system is ready for commissioning by Owner.	
Observations/ Recommendations/ Comments:		
Certification by Manufacturer/Supplier and Contractor		
_____ MANUFACTURER/ SUPPLIER SIGNATURE		_____ DATE
_____ CONTRACTOR SIGNATURE		_____ DATE
Acceptance by Owner		
_____ OWNER'S SIGNATURE		_____ DATE

TRAINING OUTLINE

Below is a basic training outline stating the general requirements that are to be provided with each training listed in Section 01 65 00 Commissioning of Systems.

A. General Description

Classroom: Provide a basic description of the overall equipment system function and operation. Identify the major components of the equipment system. (i.e., for a pump system: motor, drive, pump, instrumentation, and controls). Provide a general description of equipment functional capacities (i.e., for a pump system: pumping capacity and maximum/minimum ranges, and reverse operation if applicable, etc.). Review the organization of the Preliminary O&M Manual and the general contents of each section.

B. Equipment System Components

Classroom: Identify by name and location the components that make up the equipment system. In the classroom use photos or videos that clearly identify the components. Provide a functional description of what each component does in the operation of the equipment system. (i.e., proximity switch provides feedback for rotation of equipment by sensing a metal bar passing through the switch magnetic field). Describe each component's inputs, outputs, normal and abnormal conditions, safety issues, routine maintenance and disassembly/reassembly of the component.

Field training: Repeat the classroom information in the field clearly identifying components by touching or pointing to them.

C. Equipment System Function & Operation

Classroom: Describe how each equipment system component contributes to the function and operation of the equipment system. Discuss equipment system checkout prior to operation, equipment startup, routine operation, abnormal operation, remote operation, equipment shut down, and emergency conditions. Provide methods to obtain the most efficient equipment system operation. Discuss troubleshooting abnormal operating conditions and typical solutions. Alarm conditions shall be described as to the causes, solutions, and effects on the equipment system.

Field Training: Repeat the classroom information applying it to the installed equipment. Direct the Owner's personnel in the step-by-step procedures required to operate the equipment system properly. Perform normal operational checks to verify proper operation. Identify conditions and indications of improper operation. Provide training on how the automatic operating controls function and adjustments available to the operators. Provide

training on how the manual operating controls function and adjustments available to the operators.

D. Equipment System Maintenance

Classroom: Describe and discuss the routine and preventative maintenance activities and associated procedures. Use the Preliminary O&M manual to identify the lubricants needed and their proper application. Use video or pictures to provide classroom training on equipment disassembly and reassembly for the replacement of components. Discuss the equipment system spare parts needed and the sources for the spare parts.

Field training: Review the classroom information, including disassembly and reassembly of the equipment system and its components. Manufacturer's representative shall disassemble and reassemble equipment to demonstrate the procedure. Such disassembly and reassembly shall not void the manufacturer's warranty.

E. Equipment System Safety

Classroom: Identify all safety issues with the equipment system: mechanical, electrical, chemical, and any other safety items. Provide step-by-step procedures to control the safety hazards.

Field training: Review the classroom information for the equipment system mechanical, electrical, chemical, and other safety items. Provide hands-on training of step-by-step safety procedures.

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SECTION 01 73 00

INSTALLATION, OPERATION, AND MAINTENANCE MANUALS

PART 1 GENERAL

1.1 DESCRIPTION

A. Description of Work

1. Provide Installation, Preliminary, and Final Operation and Maintenance (O&M) Manuals for use by the Contractor and the Owner.
2. Installation Manuals, as well as Preliminary and Final O&M Manuals shall be provided for all equipment incorporated into the Work. Manufacturer's Instructions shall be submitted for all other products. Reference Section 01 33 00 Submittal Procedures. Installation Manuals and/or Manufacturer's Installation Instructions shall be maintained at the job site.
3. The term "Operation and Maintenance Manual" includes all product-related information and documents that are required herein, as well as data that is required for inclusion by current regulations of any participating government agency or as a provision of a system warranty.
4. Required delivery schedule for Installation and O&M Manuals is as follows:
 - a. Installation Manuals are due a minimum of 30 days before individual Goods are delivered to the project.
 - b. Preliminary O&M Manuals are due a minimum of 30 days before Initial Starting and Testing (reference Section 01 65 00 Commissioning of Systems).
 - c. Final O&M Manuals are due 30 days after the completion of Final Acceptance Testing. Final payment will not be made until all O&M Manuals are complete and noted as "no exceptions taken" by the Engineer.

B. The Installation Manual shall include, at minimum, the following:

1. The Project's established tag and descriptive name for each product and component, as well as the manufacturer's serial number. The use of cryptic model or catalog numbers or letters for identification shall not be acceptable.
2. Manufacturer's instructions for delivery, storage, assembly, and installation.

3. Name, address, telephone number, and email for manufacturer and manufacturer's local service representative.
- C. The O&M Manual shall include, at minimum, the following:
1. Equipment description, including equipment function, operating characteristics, limiting operating conditions (minimum, average, and maximum input, output, temperatures, speeds, and production limits... etc.).
 2. Equipment operating instructions and procedures for startup, normal and emergency conditions, shutdown, and storage.
 3. Photos or diagrams of equipment shall identify each component comprising the equipment. Provide description and function information for each component.
 4. Equipment safety considerations relating to storage, handling, installation, operation, and maintenance procedures.
 5. Installation procedures.
 6. Calibration procedures, or a statement that calibration is not required.
 7. Routine and preventive maintenance instructions for all maintenance activities, including instructions to keep equipment properly lubricated, adjusted, and maintained so that the item functions as intended throughout its full design life. Routine and preventive maintenance instructions shall include, but not limited to, the following:
 - a. Written explanations with illustrations or photographs for each preventive maintenance task.
 - b. Recommended schedule for execution of preventive and routine maintenance tasks.
 - c. Lubrication charts including a table of alternative lubricants naming at least two alternate lubricant manufacturers, with applicable product numbers, for each application.
 - d. Troubleshooting instructions.
 - e. List of required maintenance tools and equipment.
 - f. Procedures for disassembly, reassembly, alignment, adjustment, and inspection instructions. Instructions shall include photographs and/or video of the stages of the procedures. Provide photos or diagrams which indicate alignment and adjustment equipment/component locations.

- g. Recommended spare parts list to maintain equipment in service. Include serial numbers and other pertinent ordering information.
 - h. Special Tools: For equipment, provide a list of special tools, materials, and supplies included and required for installation, checking, testing, parts replacement, and maintenance.
 - i. Name, address, and telephone number for local sources of equipment and/or replacement parts.
 - j. Name, address, telephone number, and email for manufacturer and manufacturer's local service representative.
 - k. Material Safety Data Sheets (SDS) for any applicable item (chemicals, oils, lubricants, etc.) provided by the supplier. SDS shall be in the standard 16-section format as described under the Hazard Communication Standard (29 CFR 1910.1200(g) and 29 CFR 1910.1200 Appendix D).
 - l. Warranty Information, Bond(s), and Service contract(s), if applicable. Warranty periods shall be as required by the Contract Documents.
 - m. Project-specific tag number, and the associated manufacturer's model and serial number for the equipment provided.
 - n. Factory Test Reports, if required per the equipment-specific technical specification.
 - o. Commissioning Test Reports shall be included in the Final O&M Manual, including:
- 8. Results of all installation inspection, field calibration, and field-testing reports prepared during the commissioning of the facility.
 - 9. Results of Acceptance Testing.
 - i. "No exceptions taken" shop drawings (including equipment drawings, schematics, circuit diagrams).
 - ii. Non-Project-Related Information Deleted: Non-project-related components, information, descriptions, or other reference information shall be deleted or crossed out or otherwise deleted. Indicate all components of the equipment on catalog pages by bold markings or some other clearly definable medium for ease of identification. All markings shall be readable if photocopied.

- D. Coordination: The Contractor shall coordinate the delivery and incorporation of all O&M Manuals prepared for this project from their component equipment suppliers.
- E. If applicable, the Contractor shall develop an O&M Manual for the equipment and systems designed and provided by the Contractor under this contract.

1.2 SUBMITTALS

- A. Installation Manuals and Preliminary O&M Manuals shall be submitted digitally per Section 01 33 00.
- B. Final O&M Manuals shall be submitted per Section 01 33 00 as a digital copy and as hardcopies in three ring binders. The Final O&M shall be an updated version of the Preliminary O&M Manual. Contractor shall prepare and insert additional data in the Final O&M when the need for additional data becomes apparent during Operator/Owner Training, or as otherwise deemed necessary by the Engineer. Contractor shall indicate in their transmittal all modifications made from the Preliminary O&M and on which pages those modifications can be found. Contractor shall provide additional information as part of the transmittal detailing how these modifications reflect the as-built conditions.
 - 1. Final O&M Hardcopies shall meet the following requirements:
 - a. The table of contents shall be included in each volume of multi-volume manuals.
 - b. Manuals shall use dividers and indexed tabs for each section or item delineated in the table of contents. Dividers shall be cardstock or plastic.
 - c. Manuals shall use 8½-inch by 11-inch acid free paper of high rag content and quality. All text must be legible, type-written or machine printed originals or high-quality copies. Paper shall be white.
 - d. Each page shall have a binding margin of approximately 1½ inches and be punched for placement in a three-ring “D” style loose-leaf binder, which shall be provided by the Contractor along with the submittal. Each binder shall be no more than 3 inches. Binders for a single manual shall be all of the same color.
 - e. Drawings provided as part of the Final O&M Manual shall be half-size black line (11” x 17”) reproductions.
 - 2. Provide three (3) hard copies of the Final O&M Manuals. Contractor shall deliver the O&M manuals directly to Owner.
 - 3. Final O&M Digital Copies shall be in PDF format and satisfy the requirements of Section 01 33 00 Submittal Procedures. The document shall include bookmarks

corresponding to the hard-copy dividers and be completely searchable. A copy of the digital Final O&M shall be included on a USB inside of the hardcopy binder.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

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SECTION 43 05 10

EQUIPMENT GENERAL PROVISIONS

PART 1 GENERAL

1.1 SUMMARY

- A. This section specifies general requirements which are applicable to all mechanical equipment specified in Divisions 43 and 46.
- B. The Supplier is responsible for ensuring that all mechanical equipment meets the requirements of this section in addition to the specific requirements of each individual equipment specification section.
- C. Equipment lists presented in the Contract Documents, are included for the convenience of the Contractor and are not complete listings of all equipment, devices, items, materials, etc. required to be provided for the Work. The Contractor shall prepare specific material and equipment takeoff lists as necessary to satisfy the requirements of this Project.
- D. All equipment and appurtenances shall be rated for the area classification assigned to the location in which they will be installed.

1.2 QUALITY ASSURANCE

- A. Arrangement: The arrangement of equipment on the Drawings is based upon information available to the Owner at the time of design and is not intended to show exact dimensions peculiar to a specific manufacturer. The Drawings are, in part, diagrammatic, and some features of the illustrated equipment installation may require revision to meet actual equipment installation requirements. Structural supports, foundations, connected piping and valves, electrical and instrument equipment connections shown may have to be altered to accommodate the equipment provided. No additional payment will be made for such revisions and alterations. Substantiating calculations and drawings shall be submitted prior to beginning the work.
- B. References: This section contains references to the following documents (the most current version shall apply). They are a part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the most restrictive requirements shall prevail.

REFERENCE	TITLE
ABMA Std 9	Load Ratings and Fatigue Life for Ball Bearings
ABMA Std 11	Load Ratings and Fatigue Life for Roller Bearings
ANSI B1.1	Unified Inch Screw Threads (UN and UNR Thread Form)
ANSI B1.20.1	Pipe Threads, General Purpose (Inch)
ANSI B16.1	Gray Iron Pipe Flanges and Flanged Fittings, (Classes 25, 125, and 250)
ANSI B18.2.1	Square and Hex Bolts and Screws (Inch Series)
ANSI B18.2.2	Square and Hex Nuts (Inch Series)
ANSI S2.19	Mechanical Vibration – Balance Quality Requirements of Rigid Rotors, Part 1: Determination of Permissible Unbalance, Including Marine Applications

- C. Unit Responsibility: Equipment systems made up of two or more components shall be provided as a unit by the responsible manufacturer. The responsible manufacturer shall select all components of the system to assure compatibility, ease of construction and efficient maintenance. The responsible manufacturer shall coordinate selection and design of all system components such that all equipment furnished and/or provided under the specification for the equipment system, including equipment specified elsewhere but referenced in the specification, is compatible and operates properly to achieve the performance requirements specified. Unless otherwise specified, the responsible manufacturer shall be the manufacturer of the driven equipment. Agents, representatives or other entities who are not a direct component of the manufacturing corporation will not be acceptable as a substitute for the manufacturer's corporation in meeting this requirement. This requirement for unit responsibility shall in no way relieve the Contractor of his responsibility to the Engineer for performance of all systems. Contractor is responsible to the Owner for testing and guarantee of all systems.
- D. Identification of Listed Products: Electrical equipment and materials shall be listed for the purpose for which they are to serve, by an independent testing laboratory. Three such organizations are Underwriters Laboratories (UL), Canadian Standards Association (CSA), and Electrical Testing Laboratories (ETL). Independent testing laboratory shall be acceptable to the inspection authority having jurisdiction. When a product is not available with a testing laboratory listing for the purpose for which it is to serve, the product may be required by the inspection authority to undergo a special inspection at the manufacturer's place of assembly. All costs and expenses incurred for such inspections shall be included in the original contract price.
- E. Factory Tests: Where specified in the individual product specification section, factory tests shall be performed at the place of fabrication and performed upon completion of manufacture or assembly. Factory tests shall be included in the original contract price.

1.3 FIELD TESTING

- A. Equipment testing and plant startup in accordance with Section 01650 are requisite to satisfactory completion of the Contract and, therefore, shall be completed within the Contract time. Except where otherwise provided, all work specified in this section shall be performed at no additional cost to the Owner.

- B. Where specified in the individual product specification section, the Contractor shall provide the services of an experienced and authorized representative of the manufacturer or supplier who shall visit the site of the work and inspect, check, adjust if necessary, and approve the equipment installation. The representative shall inspect and verify location of anchor bolts, placement, leveling, alignment, field erection of equipment, and controls operation. The representative shall make all necessary adjustments and settings to the controls to achieve proper sequence of operation as intended by the design. In each case, the Contractor shall arrange to have the equipment supplier's representative re-visit the job site as often as necessary until any and all trouble is corrected, and the equipment installation and operation are satisfactory to the Engineer.
- C. The Contractor shall require that each equipment supplier's representative furnish/provide to the Engineer a written report addressed to the Owner certifying that the equipment has been properly installed and lubricated, is in accurate alignment, is free from any undue stress imposed by connecting piping or anchor bolts and has been operated satisfactorily under full-load conditions.
- D. The Contractor shall be responsible for scheduling all operations testing. The Contractor is advised that the Engineer and the Owner's operating personnel will witness operations testing and that the equipment supplier's representative shall be required to instruct the Owner's operating personnel in correct operation and maintenance procedures. Reference Section 01 65 00 Commissioning of Systems.
- E. The Contractor shall furnish/provide all personnel, chemicals, fuel, oil, grease and all other necessary equipment, facilities and services required for conducting the tests.
- F. Perform the following field-testing services for all pump systems.
1. The manufacturer's representative shall analyze the complete equipment and/or pump and piping system and recommend such supports and modifications as necessary to eliminate harmonics and vibration in the system when operated over the operational speed range. Pump bases and foundations, as well as piping and supports as shown on the plans shall be modified and enlarged as necessary to provide adequate support and vibration control.
 2. The installed pumping units shall operate without excessive vibration. Balance of rotating parts shall be maintained throughout the pumps rated performance curve, which will include shut-off points. Vibration amplitude shall not exceed Hydraulic Institute limits, at any operating point along pump curve. If requested by Engineer, Contractor shall provide for an independent vibration analysis at no cost to the Owner to verify vibration requirements are met. Contractor shall be responsible to make required adjustments to ensure vibration is less than the maximum allowable amount. Excessive vibration will be defined as that which exceeds the limits outlined by the Hydraulic Institute for this type of pump.
 3. Perform hydraulic testing for each pump verifying performance on the pump curve. Data shall include flow measurement and discharge pressure at 3 different operation points for each pump. Data shall also include voltage,

amperage, and motor speed for each pump taken at each of the recorded operating points.

1.4 SUBMITTALS

- A. Submittals shall be made as described in this section and as may be supplemented for each equipment item or group of related equipment items. Submittals shall be in accordance with Section 01 33 00 Submittal Procedures and shall identify the equipment by the number listed in the specification section, manufacturer and type designation.
- B. Product data submittals including the following:
 - 1. Descriptive literature, brochures, and/or catalogs of the equipment.
 - 2. Motor characteristics and performance information.
 - 3. Gear reducer data, including service factor, efficiency, torque rating, and materials, as applicable
 - 4. Parts list, including a list of recommended spare parts.
 - 5. Control philosophy provided in both written and schematic form.
 - 6. Compliance with electrical area classification requirements for all equipment and appurtenances.
 - 7. Anchor bolt sizing and seismic restraint calculations per this Specification; and as required in individual equipment submittals.
- C. Shop drawing submittals, including the following:
 - 1. Manufacturer's installation drawings showing equipment dimensions, weights, materials of construction and assembly, and lifting points.
 - 2. Elevation of main operator control station showing panel mounted devices. Provide details of power distribution and full load current draw of panel. Provide list of all terminations required to receive inputs or transmit inputs to the main control panel.
 - 3. Marked-up specification and Contract Document P&IDs indicating conformance or exception.
 - 4. Wiring and schematic diagrams.
 - 5. Nameplate data of each electric motor.
 - 6. Failure to include all drawings applicable to the equipment specified in this section will result in rejection of the entire submittal with no further review.

D. Quality Assurance/Control Submittals

1. Design Data, Test Reports: Submit equipment testing reports, per this section. Submit proposed testing procedures and protocol.
2. Submit manufacturer's shop test reports of electrical and control panels prior to shipment of equipment.
3. Qualification statements
4. Installation reference list
5. Manufacturer's installation instructions
6. Recommendations for short- and long-term storage
7. A copy of manufacturer's field reports

E. Closeout Submittals

1. Operations and Maintenance Manual per Section 01 73 00.
2. Provide written copies of manufacturer's warranties on products described in this specification section.

1.5 PROTECTION DURING SHIPMENT

- A. Shipping: Equipment shall be shipped in sealed, weathertight, enclosed conveyances and protected against damaging stresses during transport.
- B. Bearing housings shall be wrapped or otherwise sealed to prevent contamination by grit and dirt; and ventilation and other types of openings shall be taped closed.
- C. Damage shall be corrected to conform to the requirements of the Contract before the assembly is incorporated into the work. The Contractor shall bear the costs arising out of dismantling, inspection, repair and reassembly.
- D. Factory Applied Coatings: Each item of equipment shall be shipped to the site of the work with either the manufacturer's shop-applied prime coating or shop-applied finish coating. Manufacturer's shop-applied prime coating shall be compatible with the field-applied finish coating. The prime coating shall be applied over clean dry surfaces in accordance with the paint manufacturer's recommendations. The prime coating will serve as a base for field-applied finish coats. All factory finishes shall be approved by the Engineer.

PART 2 PRODUCTS

2.1 FLANGES AND PIPE THREADS

- A. Flanges on equipment and appurtenances provided under this section shall conform in dimensions and drilling to ANSI B16.1, Class 125. Pipe threads shall conform in dimension and limits of size to ANSI B1.1, coarse thread series, Class 2 fit.
- B. Threaded flanges shall have a standard taper pipe thread conforming to ANSI B1.20.1. Unless otherwise specified, flanges shall be flat faced.
- C. Flange assembly bolts shall be heavy pattern, hexagonal head, carbon steel machine bolts with heavy pattern, hot pressed, hexagonal nuts conforming to ANSI B18.2.1 and B18.2.2. Threads shall be Unified Screw Threads, Standard Coarse Thread Series, Class 2A and 2B, ANSI B1.1.

2.2 BEARINGS

- A. Unless otherwise specified, equipment bearings shall be oil or grease lubricated, ball or roller type, designed to withstand the stresses of the service specified. Each bearing shall be rated in accordance with the latest revisions of American Bearing Manufacturers Association (ABMA) Methods of Evaluating Load Ratings of Ball and Roller Bearings. Unless otherwise specified, equipment bearings shall have a minimum L 10 rating life of 50,000 hours. The rating life shall be determined using the maximum equipment operating speed.
- B. Grease lubricated bearings, except those specified to be factory sealed and lubricated, shall be fitted with easily accessible grease supply, flush, drain and relief fittings. Extension tubes shall be used when necessary. Grease supply fittings shall be standard hydraulic alemite type.
- C. Oil lubricated bearings shall be equipped with either a pressure lubricating system or a separate oil reservoir type system. Each oil lubrication system shall be of sufficient size to safely absorb the heat energy normally generated in the bearing under a maximum ambient temperature of 60 degrees C and shall be equipped with a filler pipe and an external level indicator gage.
- D. All bearings accessible to touch, and located within seven feet measured vertically from floor or working level or within 15 inches measured horizontally from stairways, ramps, fixed ladders or other access structures, shall either incorporate bearing housings with sufficient cooling to maintain surface temperature at 65°C or less for continuous operation at bearing rated load and a 50°C ambient temperature or shall be provided with appropriate shielding shall be provided that will prevent inadvertent human contact.

2.3 V-BELT ASSEMBLIES

- A. V-belt assemblies shall be Dodge Dyna-V belts with matching Dyna-V sheaves and Dodge Taper-lock bushings, Wood's Ultra V-belts with matching Ultra-V sheaves and Wood's

Sure-Grip bushings, or equal. Where stationary control variable pitch sheaves are specified, they shall be dry lubricated and shall have locking collars to clamp all movable parts securely in place to eliminate relative motion between sheave parts. The sheaves shall be adjustable only when the unit is stopped, and the sheaves are unloaded.

- B. Sheaves and bushings shall be statically balanced. Additionally, sheaves and bushings which operate at a peripheral speed of more than 5500 feet per minute shall be dynamically balanced. Sheaves shall be separately mounted on their bushings by means of three pull-up grab or cap tightening screws. Bushings shall be key seated to the drive shaft.
- C. Belts shall be selected for not less than 150% of rated driver horsepower and, where two sheaves sized are specified, shall be capable of operating with either set of sheaves. Belts shall be of the antistatic-type where explosion-proof equipment is specified.

2.4 SEALS

- A. General:
 - 1. Seals for water and wastewater pump shafts shall be mechanical seals. For industrial wastewater service, or for fluids other than water or municipal wastewater, the recommendations of the seal manufacturer shall be followed for selection of appropriate seals. Unless specified otherwise, mechanical seals shall conform to the requirements set forth in this paragraph.
- B. Mechanical Seals:
 - 1. Unless otherwise specified in the detailed pump specifications, mechanical seals shall be split mechanical seals requiring no field assembly, other than assembly around the shaft and insertion into the pump. They shall be self-aligning, and self-centering, single seals. They shall be of a nondestructive (nonfretting) type requiring no wearing sleeve for the shaft. Shafts for pumps specified with mechanical seals shall be furnished with no reduction in size through the seal area (no shaft sleeve). Where the detailed specifications call for cartridge instead of split seals, all other requirements of this paragraph apply.
 - 2. Metal parts shall be Type 316 or 316L stainless steel. Springs shall be Hastelloy C, Elgiloy, or other Duplex SS selected for resistance to chloride attack. Rotary faces shall be silicon carbide or chrome oxide. Stationary faces shall be silicon carbide for solids bearing fluid service and carbon for clean water service. Elastomers shall be ethylene propylene or fluorocarbon. Mechanical seals shall be suitable for operation between full vacuum (0 pounds per square inch absolute [psia]) up to 200 percent of the maximum specified operating pressure, but in any event not less than 200 pounds per square inch gauge (psig).
 - 3. Seal chambers shall be provided with vented solids removal restriction bushings except for enclosed line shaft pumps where the seal barrier fluid is used for line shaft bearing lubrication. The bushing shall both control the amount of flushing water flow and restrict solids and gas accumulation from the seal face area.

4. Candidate seals include:
 - a. Chesterton 442 seals provided with Chesterton/SpiralTrac solids removal restriction bushings Version N or D, as recommended by EnviroSeal Engineering Products, Ltd, Nova Scotia, Canada.
 - b. AESSEAL RDS seals with Cyclops bushing.
 - c. John Crane 3710 seals with Type 24SL bushing.

2.5 COUPLINGS

- A. Unless otherwise specified in the particular equipment sections, equipment with a driver greater than 2 horsepower, and where the input shaft of a driven unit is directly connected to the output shaft of the driver, shall have its two shafts connected by a flexible coupling which can accommodate angular misalignment, parallel misalignment and end float, and which cushions shock loads and dampens torsional vibrations. The flexible member shall consist of a tire with synthetic tension members bonded together in rubber. The flexible member shall be attached to flanges by means of clamping rings and cap screws, and the flanges shall be attached to the stub shaft by means of taper lock bushings which shall give the equivalent of a shrunk on fit. There shall be no metal to-metal contact between the driver and the driven unit. Each coupling shall be sized and provided as recommended by the coupling manufacturer for the specific application, considering horsepower, speed of rotation, and type of service.
- B. Where torque or horsepower capacities of couplings of the foregoing type is exceeded, Thomas Rex, Falk Steel Flex, or equal, couplings will be acceptable provided they are sized in accordance with the equipment manufacturer's recommendations and sizing data are submitted. They shall be installed in conformance to the coupling manufacturer's instructions.

2.6 GUARDS

- A. Exposed moving parts shall be provided with guards which meet all applicable Occupational Safety and Health Administration (OSHA) requirements. Guards shall be fabricated of 14 gage steel, 1/2 13 15 expanded metal screen to provide visual inspection of moving parts without removal of the guard. Guards shall be galvanized after fabrication and shall be designed to be readily removable to facilitate maintenance of moving parts. Reinforced holes shall be provided. Lube fittings shall be extended through guards.

2.7 CAUTION SIGNS

- A. Equipment with guarded moving parts which operates automatically or by remote control shall be identified by signs reading "Caution Automatic Equipment May Start At Any Time". Signs shall be constructed of fiberglass material, minimum 1/8-inch thick, rigid, suitable for post mounting. Letters shall be white on a red background. The sign size and pattern shall be as shown on the drawings. Signs shall be installed near guarded moving parts.

2.8 GAGE TAPS, TEST PLUGS AND GAGES

- A. Gage taps shall be provided on the suction and discharge sides of pumps, blowers and compressors. Pressure and vacuum gages shall be provided where specified. Gage taps, test plugs, and gages shall be as specified in Division 40.

2.9 EQUIPMENT SIGNAGE

- A. Equipment and Instrument Nametags
 - 1. A stainless-steel plate shall be attached to all equipment with lettering embossed into the plate. Lettering shall be the equipment number in the contract documents. Method of attachment shall be as recommended by the signage supplier.
 - 2. Large equipment may have lettering stenciled directly onto the equipment, in letter size and color determined by the ENGINEER. Furnish the proposed wording to the ENGINEER for approval.
 - 3. All components within a packaged equipment system, including valves, instruments, and motors, shall be physically tagged with a 1½-inch- diameter minimum stainless-steel tag. Each tag shall be keyed to a valve, instrument, or equipment schedule designating the function and location of the item. The number and letters shall be on block-type, ¼" high, and stamped thereon.
- B. Valve and Gate Nametags:
 - 1. Each valve and gate shall be provided with a 1½-inch- diameter minimum stainless-steel tag.
 - 2. Each tag shall be keyed to the valve / gate schedule designating the function and location of the valve or gate. The number and letters shall be on block-type, ¼" high, and stamped thereon. The valve and gate numbers shall be provided by the Engineer during construction.
 - 3. For exposed valves and gates, the tags shall be attached to the operator with key rings so that the tag cannot be removed.

2.10 LUBRICANTS

- A. The Manufacturer shall provide for each item of mechanical equipment a supply of the required lubricant adequate to last through the specified commissioning period. Lubricants shall be of the type recommended by the equipment. The Manufacturer shall limit the various types of lubricants by consolidating them, with the equipment manufacturer's approval, into the least number of different types. Not less than 90 days before the date shown in his construction schedule for starting, testing and adjusting equipment, the Manufacturer shall provide the Owner with three copies of a list showing the required lubricants, after consolidation, for each item of mechanical

equipment. The list shall show estimated quantity of lubricant needed for a full year's operation, assuming the equipment will be operating continuously.

2.11 ANCHOR BOLTS

- A. Anchor bolts shall be designed for lateral forces for both pullout and shear for all equipment items.
- B. Manufacturer shall perform and submit calculations for anchor bolts and seismic restraint for their equipment and shall be signed and sealed by a Registered Structural Professional Engineer Licensed in the State of Idaho. Calculations shall be based upon local American Society of Civil Engineers (ASCE) 7 (current edition) considerations for seismic design criteria and Section 01 60 10 Design Requirements for Non-Structural Components and Non-Building Structures.
- C. Anchor Bolts: Provide stainless steel bolts complying with ASTM A 320, Type 316.

2.12 EQUIPMENT LIFTING PROVISIONS

- A. All equipment shall be equipped with a single point lifting bale/eye to allow picking of the equipment and/or motor combination from a single lifting point.

2.13 SPARE PARTS

- A. Spare parts, wherever required by detailed specification sections, shall be stored in accordance with the provisions of this paragraph. Spare parts shall be tagged by project equipment number and identified by part number, equipment manufacturer, and subassembly component (if appropriate). Spare parts subject to deterioration, such as ferrous metal items and electrical components, shall be properly protected by lubricants or desiccants and encapsulated in hermetically sealed plastic wrapping. Spare parts with individual weights less than 50 pounds and dimensions less than two feet wide, or 18 inches high, or three feet in length shall be stored in a wooden box with a hinged wooden cover and locking hasp. Hinges shall be strap type. The box shall be painted and identified with stenciled lettering stating the name of the equipment, equipment numbers, and the words "spare parts." A neatly typed inventory of spare parts shall be taped to the underside of the cover.

PART 3 EXECUTION

3.1 GENERAL

- A. Installation of equipment accessories included in this section shall be as recommended by the equipment manufacturer unless otherwise specified in the individual equipment specification section.

END OF SECTION

SECTION 46 76 33

SLUDGE DEWATERING EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Equipment Tag References: DW-BFP-702
- B. Goods and Services to be provided by Belt Filter Press Manufacturer: Procurement, including submittal preparation, fabrication, delivery and installation/startup support for a 2.5 meter Belt Filter Press, electrical control panel and appurtenances for chemical and biosolids sludge dewatering. It is anticipated that the procurement contract will be assigned to a General Contractor for installation at a future date.
- C. Procurement also includes additional goods and services for retrofit of wash-water system, polymer injection system and control panel upgrades to an existing belt filter press.

1.2 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures
- B. Section 01 60 00 – Product Requirements
- C. Section 01 65 00 – Commissioning of Systems
- D. Section 01 73 00 – Installation, Operation, and Maintenance Manuals
- E. Section 43 05 10 – Equipment General Provisions

1.3 REFERENCE STANDARDS

- A. ANSI – American National Standards Institute
- B. AWS – American Welding Society
- C. IEEE – Institute of Electrical & Electronics Engineers
- D. ISO – International Organization for Standardization
- E. NEMA – National Electrical Manufacturer's Association

1.4 SUBMITTALS

- A. Submittals shall be provided in accordance with Section 01 33 00 Submittal Procedures and 43 05 10 Equipment General Provisions.

- B. Design Information Submittal: The Supplier shall submit the following items, at minimum. Engineer reserves the right to request additional submittals as deemed necessary.
1. Manufacturer's Certificate: Certify that product(s) meet or exceed the specified requirements and are suitable for the use intended. Pumps and motors specified for variable speed operation through a variable frequency controller shall be capable of operating at low reduced speed for extended periods of time without overheating and to operate without excessive vibrations or harmonics at any speed.
 2. Submit shop drawings showing equipment dimensions, equipment and motor weight, thrust forces, detailed drawings for installation requirements, materials of construction, size and location of required piping and utility connections, structural supports, construction details, and materials of construction of all components.
 - a. Drawings shall be to a level of detail sufficient for an installing contractor to install the system.
 3. of the system, detailing the equipment supplied and showing equipment that shall interface with the system.
 4. Electrical and Controls Drawings:
 - a. Control schematics, single-line, and list of all input/output signals for control panels.
 - b. Electrical single-line diagram including power distribution requirements, transformers, drives, panel boards, meters and protective devices.
 - c. Panel layout diagrams including control devices and auxiliary devices and wiring diagrams.
 - d. Drawings shall be to a level of detail sufficient for an installing contractor to install the system
 5. Product Data: Manufacturer shall submit the following minimum information as part of their Product Data Submittal for each model or type of unit supplied by the Manufacturer:
 - a. Manufacturer's catalog information.
 - b. Manufacturer's specifications for materials and manufacturing.
 - c. Manufacturer's warranty as specified.
 - d. List of all variances from Specifications (Note: Failure to specifically list and fully explain all variance will be cause for rejection of submittal.)

- e. Detailed information for all ancillary items such as hardware and mounting frames, etc.
 - f. Information on equipment field erection requirements including total weight of assembled components and weight of each subassembly.
 - g. Unloading, handling, installation and storage instructions.
 - h. Design calculations and performance curves as applicable.
 - i. Manufacturer's coating system technical data sheets.
 - j. Manufacturer's recommended spare parts.
 - k. A maintenance schedule showing the required maintenance, frequency of maintenance, lubricants, and other items required at each regular preventive maintenance period.
 - l. Information and location of nearest parts, service crews, and repair facilities to the Owner.
 - m. Any additional information listed elsewhere in the Specifications and required to be submitted.
- 6. List all design modifications for Engineer's approval, if any, to accommodate the equipment proposed.
 - 7. Any other required information to clearly and readily demonstrate compliance with all parts of the Specifications.
 - 8. A bill of materials for all equipment, tagged devices, components, special tools, and spare parts supplied with the system, including component original part numbers identifying each furnished component and corresponding to the number provided on the drawings.
 - 9. For instrumentation and controls, submit the following:
 - a. Wiring diagrams: Comprehensive set of point-to-point wiring diagrams showing all interconnections between equipment, field instruments, and control panels.
 - b. Instrument List: A detailed instrument list for all field instruments that includes tag number, service, manufacturer, type, range, NEMA classification, connection type, factory calibration requirement, and UL approval.
 - c. Control Panel Documentation:

- i. Detailed Programmable Logic Controller (PLC) system network communication architecture, control panel layout, input/output lists.
 - ii. Control panel electrical power requirements, wiring diagrams, NEMA enclosure rating, nameplate layout.
 - d. Control System Programming Documentation:
 - i. Narrative description for all control systems, list of control and monitoring functions, list of alarms, control and alarm setpoints, graphic interface screen layouts.
 - ii. Program documentation printout with tag numbers, ladder logic, program and function listing, descriptive comments, list of tags available to plant supervisory system. This may be submitted as an electronic document due to size.
 - e. Bill of Materials: Detailed bill of materials for all control panel, PLC, operator interface terminal, and panel-mounted hardware and field instruments that includes the item tag number.
 - f. Product Data: Control panel, PLC, operator interface terminal, and panel-mounted hardware and field instrument catalog cut sheets.
 - g. Product Data and Shop Drawings shall be marked with tag numbers on all sheets to relate them to the bill of materials.
- C. Submittals required as Special Services shall include:
 - 1. Operation and Maintenance Manual: The Manufacturer shall furnish a complete instruction manual for installation, operation, maintenance and lubrication requirements for each component of mechanical and electrical equipment or systems provided by the Manufacturer. If manufacturer's standard instruction and maintenance manuals are used to describe operating and maintenance procedures, such manuals shall be modified to reflect only the model or series of equipment used on this project. Extraneous material shall be crossed out neatly or otherwise annotated or eliminated. The Operation and Maintenance (O&M) Manuals shall contain:
 - 2. Summary Sheet: At the front of the first Volume of the O&M Manual, include a page with the following information:
 - a. Name of Manufacturer with contact name, phone number and address;
 - b. Name of Manufacturer sales representative with contact name, phone number and address; and
 - c. Manufacturer System Model Number and Serial Numbers.

3. Mechanical and Electrical Equipment List: A complete list of mechanical and electrical equipment including:
- a. Supplier/sales representative contact name, phone number, and address;
 - b. Original Equipment Manufacturer (OEM) contact name, phone number, and address;
 - c. OEM list of routine maintenance requirements and frequency; and
 - d. List of spare parts list furnished with the contract.
 - e. Warranty: Copy of all approved guarantees and warranties applicable.
 - f. Approved Submittals: Design Information, Shop Drawings, Product Data, Factory Test, and Field Commissioning Test Report.
 - i. Performance and Nameplate Data: The O&M Manual shall include a list of all the nameplate and performance data required on the equipment and the furnishing of performance curves which were the results of factory tests or technical specification requirements.
 - ii. Process Control Information: Complete process description, operational information, control documents, final HMI (Operator Interface) screens with instructions.
 - iii. Electrical and Control Diagrams: As-built diagrams showing internal and connection wiring of enclosure-contained assemblies and overall system.
 - iv. Lubrication Information: OEM's recommendations regarding the lubricants to be used and lubrication schedule to be followed, including a list of acceptable lubricant from at least (3) manufacturers whose products are locally available.
 - v. Installation and Start-up Procedures: Manufacturer's recommendations for installation, adjustment, calibration, troubleshooting, and operating safety. Installation instructions shall include complete assembly drawings.
 - vi. Operating Procedures: Manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation, including initial startup, automatic and manual operation, and emergency operation.

- vii. Preventive Maintenance Procedures: Equipment manufacturer's recommended steps and schedules for maintaining the equipment. Maintenance procedures shall include preventive, corrective maintenance, troubleshooting and detailed assembly, disassembly and repair procedures. Troubleshooting information shall include a tabular list of typical informational malfunctions and probable remedies.
- viii. Overhaul Instructions: Manufacturer's directions for the disassembly, repair, and re-assembly of the equipment and any safety precautions that must be observed while performing the work.
- ix. Exploded Views: Exploded views of mechanical equipment shall be provided, unless specified in the equipment description as not required; when exploded views are specified as not necessary, cut or section views shall be provided with detailed callouts.
- x. Parts List and Product Data: Generic title and identification number of each component part of the equipment and control devices, complete with exploded views of each assembly and weights of individual components weighing over 100 pounds.
- xi. Spare Parts List: Manufacturer's recommendations for parts and maintenance tools that should be stored by the Owner including:
 - 1. Generic title, identification number and quantity of each component part;
 - 2. Any special storage precautions that may be required;
 - 3. Name, address, and phone number of the nearest parts supplier;
 - 4. Identification of those parts with an anticipated delivery time of greater than two months.
- xii. Factory test as specified herein.
- xiii. On-site functional and performance testing plan as specified herein.
- xiv. On-site field commissioning test report as specified herein.
- xv. Specific Information: As necessary where items of information are not included in the above list but are required or as otherwise required in the Specifications.

1.5 QUALITY ASSURANCE

A. Manufacturer's Qualifications

1. Manufacturer shall have a minimum of five years of experience producing equipment substantially like that required and shall be able to submit documentation of at least fifteen independent installations using the same size or larger equipment as detailed below. At the time of submission, each installation must have been in satisfactory operation for at least five years.
2. The Contract Documents represent the minimum acceptable standards for the equipment. All equipment shall conform fully in every respect to the requirements of the respective parts and sections of the Drawings and Specifications. The entire unit shall be Manufacturer's standard product, but shall be modified, redesigned, furnished with special features or accessories, made of materials, or provided with finishes as may be necessary to conform to the quality mandated by the technical and performance requirements of the Specification.
3. Fabrication shall be done in compliance with all applicable ASTM standards or equivalent international standards.
4. All materials and equipment specified herein shall be within the scope of Underwriter's Laboratories (UL) Examination Services, be approved by the UL for the purpose for which they are used and shall bear an NRTL label.

1.6 WARRANTY

A. From Date of Substantial Completion:

1. One (1) year machine warranty
2. Five (5) year warranty for the frame, frame coating, rollers, roller coating, bearings and hydraulic power unit.

PART 2 PRODUCTS

2.1 BASIS OF DESIGN

A. Manufacturer: BDP Industries, Inc.

1. Model: 2.5 Meter 3DP Belt Press
 - a. No "or-equals" will be accepted.

2.2 GENERAL

- A. The Equipment specified herein shall be furnished by sludge dewatering equipment manufacturer, who shall assume complete responsibility for conformance to the design documents.
- B. Like items of equipment associated with this specification shall be the product of one manufacturer to achieve standardization of operation, spare parts, maintenance and manufacturer's service.
- C. Manufacturer's standard equipment sizes shall be used unless otherwise specified.
- D. The equipment provided shall be complete in all respects including, but not limited to, initial lubricants, components, calibration, alignment, and adjustments as necessary to place the equipment in operation to perform its intended functions.

2.3 DESIGN REQUIREMENTS

Quantity	1 belt filter press
Sludge Type	Blend of municipal Waste Activated Sludge with a 12-day solids residence time and tertiary treatment alum based sludge
Solids Content	0.5% to 0.9% (5,000-9,000 mg/L)
Minimum Solids Loading Rate	Meet or exceed existing belt filter press, recent 1,500 lb dry solids per hour
Minimum Cake Dryness	Meet or exceed existing belt filter press, recent performance has been 14%
Minimum Solids Capture	94%
Maximum Polymer Consumption	15 lb per dry ton solids
Sludge Temperature	10-20°C
Ambient Temperature	40-100 °F
pH	6.5-9
Specific Gravity	1.05
Duty	Continuous
Drive Type	Geared motor
Suction and Discharge Flange	4" 150 Pound ANSI

2.4 EQUIPMENT DESCRIPTION

- A. One (1) - 2.5m 3DP Belt Press – 50 PLI hydraulic tensioning and tracking.
- B. One (1) - Master Control Panel with PLC/OIT: Complete Master Control Panel (MCP) for dewatering system control function and drives: NEMA 4X, 304 stainless steel, Floor mount, UL508, PLC: Allen Bradley Compact Logix, HMI: Allen Bradley 12" Color Panelview Plus 7 OIT, Ethernet communication, 460V/3phase/60hz. Contains all interlocks and controls for the 3DP, booster pumps with motor starter, hydraulic units, and 3DP mounted drives.

- C. One (1) - Local Control Panel: Complete Local Control Panel (LCP) for dewatering system control function and drives: NEMA 4X, 304 stainless steel, wall mount, UL508, HMI: Allen Bradley 12" Color Panelview Plus 7 OIT, Ethernet communication and 120V/1phase/60hz power.
- D. One (1) - Washwater Booster Pump: 7.5 HP Goulds model 3656 wash water booster pump capable of boosting from 70 to 120 PSI at a flow rate of 115 GPM.
- E. One (1) - Discharge chute – 304 Stainless Steel
- F. Upgrades to existing Belt Filter Press unit:
 - 1. One (1) - Venturi Mixer Upgrade to Electrically Actuated for Existing Belt Filter Press: Conversion to Automatic electric actuated Venturi Mixer. The existing venturi mixer body will be re-used. The new components will include a 316ss internal flapper, 316ss side cover, electric actuator, and isolation ring with pressure sensor. Includes installation labor.
 - 2. One (1) - MNR Shower Upgrade to Existing Belt Filter Press: All three (3) showers will be upgraded to the Mist and Noise Reduction showers. Includes installation labor.
 - 3. One (1) - Control Panel Modifications for to Existing Belt Filter Press: Panel will be upgraded with two (2) new Allen Bradley Powerflex 525 VFD's to match the new control panel. Includes installation labor.

2.5 MOTORS

- A. The main drive motor shall be designed, manufactured and tested in accordance with the latest NEMA, IEEE and ANSI standards and have the following characteristics: 2 HP hydraulic power unit motor and 7.5 HP washwater booster pump motor.

2.6 SPARE PARTS AND SPECIAL TOOLS

- A. Spare parts and special tools needed to operate and maintain the equipment for one year.

2.7 LUBRICANTS

- A. The Equipment Supplier shall provide all necessary oils, lubricants, grease guns, or other necessary applicators and shall lubricate the mechanical equipment prior to initial operation in accordance with the manufacturer's requirements and recommendations. The Equipment Supplier shall supply a 12-month supply of each lubricant.

PART 3 EXECUTION

3.1 PRODUCT DELIVERY, HANDLING AND STORAGE

- A. Reference Section 01 60 00 Product Requirements and 43 05 10 Equipment General Provisions for additional requirements.

3.2 FACTORY TESTS

- A. The Manufacturer's proposed factory testing protocol shall be submitted to the Engineer for review 14 calendar days prior to the anticipated start date of factory testing.
- B. Owner reserves the right to have an Owner-designated representative witness the Factory Tests. Manufacturer shall coordinate the test schedule to allow Owner attendance.
- C. Power Distribution and I/O Checklist
 - 1. Manufacturer shall submit a power distribution and I/O checklist for all points in the control panel.
 - 2. The draft checklist shall be submitted to Engineer for review and approval 15 days prior to the scheduled testing date.
 - 3. The form shall include the Manufacturer's name, project name, contract name, control panel identification, testing type (factory), and date and time of the testing.
 - 4. The list shall include for each point, the tag name of the point, a description of the point, I/O type, scale for analog inputs, rack number, slot number, point number, factory check off for the person performing the test, and comments.
- D. Control Panel Power and I/O Testing
 - 1. All system elements shall be checked to verify that they have been installed properly and that all terminations have been made correctly.
 - 2. Control power distribution shall be checked for proper wiring and voltage levels.
 - 3. Circuits not energized shall be tested for continuity.
 - 4. Energized circuits shall be tested through all components from the terminal blocks in the control panel to the hardware I/O memory locations in the PLC.
 - 5. Discrete input signals shall be checked by simulating the field device with a wire jumper connected to the field wiring terminals, and verifying the input is received at the correct PLC input point. Each digital point shall be set and reset.

6. Discrete output signals shall be checked by forcing the PLC output using a laptop with PLC programming software, and verifying that the output changes state at the field wiring terminals.
 7. Analog points shall be verified at 0 percent, 25 percent, 50 percent, 75 percent, and 100 percent of range.
 8. Analog input signals shall be checked by simulating the instrument signal with a 2-wire or 4-wire current source, connected to the field wiring terminals.
 9. Analog output signals shall be checked by forcing a value to the PLC output using a laptop with PLC programming software, and verifying that the output changes to the appropriate level at the field wiring terminals.
- E. Control Panel Functional Testing
1. After completion of power distribution and I/O testing, the Manufacturer shall conduct subsequent functional testing.
 2. All control functions and all status and alarm monitoring and indication shall be demonstrated under simulated operating conditions.
 3. The Manufacturer shall revise, modify, and adjust the system as required during the testing period.
 4. The final completed testing forms and other functional testing documentation shall be compiled into the Factory Test Report.
- F. Certified Factory Test Reports shall be submitted to and approved by the Engineer prior to shipment.
- G.
- H. Factory test reports shall be submitted to the Engineer for review 14 calendar days prior to the anticipated ship date.

3.3 INSTALLATION

- A. Installing Contractor shall install the equipment specified herein in accordance with the Seller/Manufacturer's recommendations and as shown on the Drawings and Submittals.
- B. Seller/Manufacturer's qualified representative shall inspect the installation, generate a deficiency list for the installing Contractor, and shall review with the installing Contractor on-site commissioning.
- C. Reference Section 01 60 00 Product Requirements for additional requirements.
- D. Provide anchor bolts in accordance with Section 43 05 10 Equipment General Provisions.

- E. Installing Contractor shall coordinate equipment, motors, drives, and controllers so that the completed system operates satisfactorily under all operating conditions.
- F. The Installing Contractor shall lubricate the mechanical equipment prior to initial operation.

3.4 COMMISSIONING

- A. Reference Section 01 65 00 Commissioning of Systems for additional requirements.
- B. Field tests shall demonstrate that all equipment operates properly and specified performance defined within this Specification Section has been attained. Should tests indicate unsatisfactory operation, conditions shall be corrected and test repeated at the Supplier / Manufacturer's expense.
 - 1. Reference Section 43 05 10 Equipment General Provisions for additional field testing requirements.
- C. Initial Starting and Testing of Systems
 - 1. In addition to the requirements listed in 01 65 00 Commissioning of Systems and 43 05 10 Equipment General Provisions.
- D. Training
 - 1. Reference Section 01 65 00 Commissioning of Systems for training requirements.
- E. Owner Programming
 - 1. Reference Section 01 65 00 Commissioning of Systems for Owner's programming period requirements.
- F. Acceptance Testing
 - 1. Reference Section 01 65 00 Commissioning of Systems for acceptance testing requirements.
- G. If the equipment does not meet the requirements of this Specification, corrective measures shall be taken, and re-testing undertaken to confirm compliance with the Contract Documents at no additional cost to the Buyer.
- H. Manufacturer's Representative Requirements for On-Site Support and Assistance
 - 1. Manufacturer's representative shall provide the following minimum number of trips, days, and hours onsite for the activities noted below. Note: one day is defined as a minimum of eight hours on-site.

Description	Minimum Number of Trips	Minimum Number of Days
Installation Assistance	2	8
	NOTE 1	NOTE 1
Initial Starting and Testing of Systems	NOTE 1	NOTE 1
Training	NOTE 1	NOTE 1
Initial Acceptance Testing	NOTE 1	NOTE 1
Final Acceptance Testing	1	1
Total	3	9

- a. NOTE 1: Schedule assumes that installation assistance, initial starting and testing of systems, training, and Initial Acceptance Testing could potentially occur within the same trips.
2. Several activities may be grouped together if a minimum advanced notice of 24-hours is provided and Owner's staff and Engineer's staff are available.
3. Installing Contractor's schedule, the progression of the Work, manufacturer's performance, and other factors within Installing Contractor's control may require additional trips to complete the Work. If, in the opinion of the Engineer, additional time is required to assist with any activity, it shall be provided at no additional cost to the Owner.

END OF SECTION

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CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Quarry Sports Complex LWCF Grant Acceptance

ITEM AND RECOMMENDED ACTION:

The Parks Division is requesting council approval for the Mayor to sign the agreement with the Idaho State Parks & Recreation accepting Land and Water Conservation Fund grant monies for the Quarry Sports Complex Phase 1.

DISCUSSION:

During the past five years, the Parks and Recreation Department has been working on the design and construction of the Quarry Sports Complex. To date, the master plan, mass grading design, road frontage design, irrigation well design, and 90% construction drawings for phase 1 have been completed. The site has been mass graded to subgrade elevations, road frontage improvements have been installed along Cecil Road, and an irrigation well has been installed. Last year, at the 08/06/24 council meeting, council approved the request to apply for a Land and Water Conservation Fund (LWCF) grant. October 2025, the Park Division was notified that our grant application had received final approval from the Idaho State Parks & Recreation and the National Parks Service.

The City has been awarded a \$1,250,000.00 grant with a 50% match requirement. The matching funds will be paid for with park impact fees. Future construction contracts will be brought back to council for approval. This project will be the fifth and largest LWCF grant awarded to the city.

The Parks Department is seeking council approval for the mayor to sign an agreement with the State of Idaho, represented by the Idaho Parks and Recreation Board and the Idaho Department of Parks and Recreation, for a Land and Water Conservation Fund (LWCF) grant to assist in the Quarry Sports Complex Phase 1. Phase 1 will add multi-use fields, a shelter, restrooms, a parking lot, and include add-alternates for a playground and sports courts.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

08/06/24 - Quarry Sports Complex LWCF Grant Application

APPROVED OR DIRECTION GIVEN:

Council approved or provided approval to proceed with the previously listed agenda item(s).

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Grant acceptance of \$1,250,000.00

City Match of \$1,514,985.00

BUDGET CODE:

038-443.0000.94165

ATTACHMENTS:

1. Quarry LWCF PowerPoint Presentation
2. Quarry Park Local Agreement

Quarry Sports Complex LWCF Grant Acceptance

Robbie Quinn
Parks Planner

11/03/25
City Council Meeting



Project Background

Design Tasks Completed

- Master Plan
- Mass Grading
- Cecil Road Frontage
- Irrigation Well
- 90 % Phase 1 CD's

Construction Tasks Completed

- Mass Grading
- Cecil Road Frontage
- Irrigation Well



Project Background

08/06/24 - Council Approval
for LWCF Grant Application

12/17/24 - Lot Line
Adjustment

October 2025 – Grant
Approval from Idaho State
Parks & Recreation and the
National Parks Service



Phase 1 Construction

- Multi-use fields
- Shelter
- Restrooms
- Parking lot
- Add-alternate playground
- Add-alternate sports courts
- Maintenance Yard



Phase 1 Construction

Phase 1 total construction estimate is \$5,000,000.00

- \$2,764,985.00 Grant project budget



LWCF Grant Funding

\$1,250,000.00 with 50% match requirement.

LWCF Funding Scope (BABA)

- Earthwork
- Parking and Paving
- Landscape and Irrigation
- Sewer and Storm sewer



Phase 1 Schedule

- Nov/Dec 2025 – Finalize construction and bid documents
- Jan 2026 – Phase 1 Bidding
- Mar/Apr 2026 – Start of construction
- Ten-months for construction



Questions?



		Project Sponsor: City of Post Falls
STATE AND LOCAL PROJECT AGREEMENT Land & Water Conservation Fund		Project Title: Quarry Sports Complex
Approval Date: 07/28/2025	Project Period: 10/01/2025 to 09/30/2028	Project Number: 16-00604

Project Scope Elements (See Milestone Plan for Details):

1. Site Prep/Earthwork
2. Parking/Paving
3. Site Utilities (Sewer/Storm Water)
4. Landscaping/Irrigation
5. Design & Engineering

Project Cost Breakdown:

Total Project Cost as Shown by Project Proposal	\$ 2,764,985.00
Local Matching Funds of 50%	\$ 1,514,985.00
Federal Funds for this Project to Support Ceiling of *50%	\$ 1,250,000.00

***Support Ceiling** - The maximum amount of federal assistance that will be provided on a project. This amount is determined at the time of project approval contained in the project proposal.

The State of Idaho, represented by the Idaho Park and Recreation Board and the Idaho Department of Parks and Recreation (hereinafter referred to as the State), and **the City of Post Falls** (hereinafter referred to as the Sponsor), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965 (hereinafter referred to as LWCF), and any rules or regulations promulgated thereunder; and the Idaho Administrative Procedures Act, IDAPA 26.01.33000 et seq., including the terms, conditions, plans, specifications, estimates and procedures established thereunder.

The State is authorized to enter into this agreement pursuant to Sections 67-4223, Idaho Code.

The State hereby promises, in consideration of the promises made by the local unit herein, to take the necessary steps and action to attempt to enter an agreement with the United States Department of the Interior, National Park Service, to obtain federal funds for that portion of the project referred from the United States and disburse the same as it deems necessary to the local unit.

Nothing contained in any part of this contract, including the general provisions, maintenance agreement, or any other attachment hereto, is to be, in any way, understood as obligating the credit of funds of the State of Idaho or any state department. It is further understood that in the event federal funds are not available for this project within a year from the date of this agreement, that this agreement is null and void. The Sponsor hereby promises, in consideration of the promises made by the State, to carry out and complete the project scope described on the reverse side in accordance with the terms of this agreement and attachments.

It is expressly understood and agreed by and between the parties that the State is not liable to reimburse the local unit for any costs whatsoever until it has received funds designated for such project from the National Park Service and until the National Park Service has agreed that such funds are to be disbursed to the local unit. It is further understood that in the event any project is cancelled, any funds remaining in the hands of the State will not be paid over to the local unit unless so permitted by the federal government.

The Sponsor is responsible for assuring that all reasonable safeguards, safety devices, and protective equipment are provided. Also, the Sponsor should take the action necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with performance of work to the project.

The attached general provisions and all commitments in the total project proposal, the project application, and LWCF manual are made a part of this agreement.

The following special project terms and conditions were added to this agreement before it was signed.

The parties hereto have executed this agreement on:

Date: _____

IDAHO DEPARTMENT OF
PARKS AND RECREATION

Date: _____

PROJECT SPONSOR

By: _____

(Signature)

By: _____

(Signature)

Alternate State Liaison Officer

(Title)

(Title)

Terms of Agreement

PERFORMANCE GOALS AND PROJECT OBJECTIVES

PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.
- B. Project Objectives – This outdoor recreation grant will enhance community well-being by contributing to the maximization of recreational investments, expansion of opportunities, and provision of safe and accessible spaces.

PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

STATEMENT OF WORK

At Quarry Sports Park the recipient, Idaho Department of Parks and Recreation, will cooperate with the subrecipient, City of Post Falls, to develop multi-use sports fields; develop a parking lot; and develop site utilities such as a storm sewer.

The Recipient and Subrecipient shall adhere to the approved statement of work as set forth here and in Attachment B of this agreement.

COST SHARE REQUIREMENT

Non-Federal cost-share is required by statutory authority for costs incurred under this Agreement. Cost share must be provided in specified amounts as identified in the attached project budget.

PRE-AWARD COSTS

The Recipient is not authorized to incur pre-award costs.

Special Award Conditions:

Project site includes critical habitat for bald eagles, recommendations for mitigations should be followed during breeding season of January 1 through August 31.

RESPONSIBILITIES OF THE PARTIES

The Recipient agrees to:

1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. Comply with the policies and procedures set forth in the LWCF Federal Financial Assistance Manual (v. 72.1, April 2025).
3. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected sub awardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.
4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.

Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are sub awarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the

signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post- completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.

E. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

STANDARD TERMS AND CONDITIONS

DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402 Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

CONFLICT OF INTEREST**(a) Applicability.**

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit “Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America | OMB | The White House.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers | U.S. Department of the Interior.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: “Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior.

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the “Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders found at:

<https://www.whitehouse.gov/presidential-actions/> and all applicable DOI Secretary’s Orders found at: <https://www.doi.gov/document-library/secretary-order> that are in effect at the time of award, or that may take effect during the period of performance of the award.

10/16/2025

LWCF State & Local Assistance Grant Budget Narrative / Milestone Plan

State: Idaho

Sub-grantee: City of Post Falls

Project Name: Quarry Sports Complex

Indirect (ICR):

LWCF Legacy Project #: 16-00604

PoP Start: 07/01/25

PoP End: 12/31/27

Total Project Cost (including ICR): \$2,764,985.00

Development: X

Acquisition:

Federal Share: \$1,250,000.00

NPS Region: WASO

Date Prepared: 08/14/25

Federal Share as % of project: 45.2%

Scope of Work: Development of new city park which will add more multi-use sports fields to serve the growing demand. This phase includes construction of multi-use fields, a parking lot, and site utilities.

PROPOSED ACCOMPLISHMENTS	LWCF grant (federal share)	MATCH - from grant sponsor	MATCH - not from grant sponsor	SUBTOTALS by Category	Pre- Agreement Cost?	MILESTONES - projected dates by scope element
4. Architectural and Engineering Fees						
7. Site Work						
Site Prep and Earthwork (mobilization, rough grading, staking, erosions and dust control, etc.)	\$150,000.00	\$214,288.00		\$364,288.00		04/02/26 -04/01/27
9. Construction						
Parking and Paving	\$225,000.00	\$294,876.00				06/01/26 -04/01/27
Landscape and Irrigation	\$725,000.00	\$814,824.00				06/01/26 -04/01/27
Site Utilities - Sewer/Storm Sewer	\$150,000.00	\$190,997.00		\$2,400,697.00		04/02/26 -04/01/27
10. Equipment & Materials (no labor)						
				\$0.00		
11. Miscellaneous						
				\$0.00		
Subtotals - federal cost share	\$1,250,000.00	\$1,514,985.00	\$0.00	\$2,764,985.00		
Subtotal - local cost share (all sources)		\$1,514,985.00				
16. TOTAL PROJECT COSTS (not incl ICR)	\$2,764,985.00					
Indirect Cost by federal and local cost share	\$0.00	\$0.00				
Total project cost by type of cost share	\$1,250,000.00	\$1,514,985.00				
TOTAL Project Cost (including ICR)	\$2,764,985.00					

Notes:

The indirect cost rate in effect will be applied to each billing.

Cost estimates prepared by: MTLA and MACC Estimating Group

Cost Estimate for 90% Design documents on the Quarry Sports Complex

Cost categories should align with SF-424c categories. The most common categories for LWCF projects are included above; add others as needed to complete the budget detail.

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robbie Quinn, Parks Planner
SUBJECT: Quarry Sports Complex Phase 1 Design Agreement

ITEM AND RECOMMENDED ACTION:

The Parks Division is seeking council approval to authorize the mayor to sign the design agreement with Michael Terrell Landscape Architecture, PLLC for completion of the phase 1 design for the Quarry Sports Complex.

DISCUSSION:

During the past five years, the Parks and Recreation Department has been working on needed design documents for the Quarry Sports Complex. To date, the master plan, mass grading design, road frontage design, irrigation well design, and 90% construction drawings for phase 1 have been completed.

With the approval of the LWCF grant, staff is requesting council approval to authorize the mayor to sign the design agreement with MT-LA to complete the phase 1 design documents. Currently, the construction documents are 90% and this agreement will complete them to 100% for permitting and bidding. Additionally, MT-LA will provide all necessary specification packages with separate bid schedules for the Buy America, Build America grant requirements. This agreement will also include all bidding tasks, including bid advertisement, coordination, pre-bid meeting, and all contractor bidding support.

The agreement with MT-LA is for \$48,263.50 and will be paid out of Park Impact Fees. Staff is also seeking a contingency of \$5,000, for any additional edits during the design or permitting process, for a total request of \$53,263.50.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

08/06/24 - Quarry Sports Complex LWCF Grant Application

APPROVED OR DIRECTION GIVEN:

Council approved or provided approval to proceed with the previously listed agenda item(s).

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$48,263.50
\$5,000.00 contingency
53,263.50

BUDGET CODE:

038-443.0000.94165

ATTACHMENTS:

1. MTLA Consultant Contract Quarry

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls PARKS DEPARTMENT
408 N. Spokane Street
Post Falls, ID 83854

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

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

CONSULTANT:

Michael Terrell Landscape Architecture, PLLC
1421 N Meadowwood Lane, Suite 150
Firm Project Manager: Michael Terrell, Owner. Phone: (509) 922-7449
Email: mterrell@mt-la.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 Michael Terrell Landscape Architecture, PLLC having offices for the transaction of business at 1421 N Meadowwood Lane, Suite 150 hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “Parties.”

WITNESSETH:

WHEREAS, the City desires to obtain Landscape Architecture services to complete phase 1 design documents for the Quarry Sports Complex; and

WHEREAS, Michael Terrell Landscape Architecture, PLLC has been selected by the City to complete such a plans

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 as professional landscape architecture services to complete previously designed 90% construction drawings and finish them to 100% construction drawings for the Quarry Sports Complex, and laid out within **Exhibit “A”**, which is incorporated herein by this reference.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

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

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

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

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

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

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

ARTICLE 3. COMPENSATION

3.1. **BASIS OF COMPENSATION:** Consultant will be paid on a lump sum basis, listed **Exhibit “A”**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed **\$48,263.50** without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

3.2. **REIMBURSABLE EXPENSES:** Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. Such reimbursable expenses are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include costs by the Consultant and the Consultant's employees in the interest of the project.

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

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

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

3.6. **FINAL INVOICE:** For the Parties to close their books and records, the Consultant will state “final invoice” or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will be closed and any budget balances deleted, the Consultant agrees that any further charges not adequately included on this or previous billings will be waived in their entirety.

ARTICLE 4. INSURANCE

4.1. **INSURANCE:** The Consultant will maintain, at a minimum, the insurance coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this Agreement may not commence until evidence of all required insurance is provided to, and approved

by, the City's Legal Department. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed, or altered without 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 Parks Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

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

4.3. AUTOMOBILE INSURANCE: The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without thirty (30) days prior written notice to the Policy Holder, who shall notify the City of Post Falls within three (3) days.

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

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

4.6. FAILURE TO COMPLY: Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

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

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

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

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

ARTICLE 6. INDEMNIFICATION

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

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

or actions identified under any legal theory related to the Consultant's services under this Agreement and any continuation or extension of such services.

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

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

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

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

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

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any

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

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

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

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

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

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

8.11. NOTIFICATION: All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States

mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

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

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

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

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

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

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

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or

territories under its control as those terms are defined in the “Anti-Boycott Against Israel Act” (Idaho Code 67-2346).

- b. **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” Agreement for Professional Services; and
- 3. Exhibit “B” Nondiscrimination Requirements

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

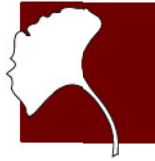
Date: _____, 2025

CONSULTANT



Michael Terrell, Owner
Michael Terrell Landscape Architecture, PLLC

Date: October 28, _____, 2025



Michael Terrell ■ Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150
Liberty Lake, WA 99019
(509) 922-7449

October 24, 2025

Client: City of Post Falls, Parks & Recreation
Phone: (509) 363-5462
Contact: Robbie Quinn, PLA, Parks Planner
Address: 408 N Spokane Street
Post Falls Idaho 83854
Spokane, WA 99202

Project: Tullamore Sports Complex Phase I, Task Order 8.0
Project Number: 24-018
Address: Corner of E. Killdeer Avenue and N. Charleville Road, Post Falls, Idaho

Scope of Work: Michael Terrell ■ Landscape Architecture, PLLC (Consultant), Ardurra, H2A Architects, MACC Estimating and KWR Electrical Engineers agree to perform the following Professional Services for the City of Post Falls:

Project Understanding:

Phase I, Task Order 8.0 of The Tullamore Sports Complex is a modification of previously completed 90% construction drawings to be 100% complete. This modification includes the revised scope of finalizing drawings and specifications, incorporating permit comments and staff comments in preparation for bidding. Final drawings will incorporate comments from parks staff that include: alternate clarification and update, additional alternate for two shelters, conduit for future pickleball lights, ADA parking refinement, fencing at utility yard, bid schedules to accommodate Build America Buy America, minor irrigation changes, building and site electrical / security coordination, , update to the utility yard, soil prep and weed removal, and permit coordination. Our approach includes the goal of completing plans and specifications for bidding in November/December 2025 to bid the project for construction over winter of 2025-26. The MT ■ LA team will provide all the necessary labor and material for the preparation of the sports complex Phase II plan from previous support information (survey, geotechnical, mass grading).

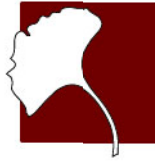
Task 8.0: Bid Document Review and Update

A.	Bid Document Finalization: Drawings and Specifications Description: Update and revise per staff comments Phase I of The Quarry / Tullamore Sports Complex, including turf grass multiuse fields, plaza shelter/restroom, east parking lot improvements, plaza, playground, pickleball courts, irrigation, landscape, basketball court, small shelters, parks maintenance yard, site utilities, and fencing (permanent and temporary).
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PROPOSAL AND CONTRACT

Project: Tullamore Sports Complex Phase I, Task Order 8.0
Project #: 24-018
Client: City of Post Falls, Idaho

October 24, 2025

**EXHIBIT A**

B.	Bidding: Traditional Bid Advertisement, Coordination, Opening and Award: This task assumes that MT-LA will provide bid advertisement and document distribution, provide responses to prospective bidder's questions, conduct a pre-bid conference and distribute minutes, open bids publicly, prepare bid tabulations and submit to City with a recommendation of award. Including: Pre-Bid Coordination and Conference	
C.	Permit Submittal and revisions to permit documents based on City comments.	
8.1	LA Design: Michael Terrell – Landscape Architecture, PLLC Fee:	\$8,500.00
8.2	Civil Engineering Design: Ardurra Fee:	\$19,673.50
8.3	Architectural Design: H2A Architects (includes building electrical, structural, and mechanical). Fee:	\$9,680.00
8.4	Electrical Design: KWR Engineering Fee:	\$8,910.00
8.5	Direct Costs / Expenses: Direct Costs: Printing and other expenses are reimbursable at cost + 15%. Estimated, actual cost is dependent on requests for meetings and actual cost of printing.	\$1,500.00
Task 1 Subtotal:		\$48,263.50

EXTENDED LANDSCAPE DESIGN SERVICES

The following services are specifically excluded from this agreement but may be added as additional services with associated fees by written authorization by the City of Post Falls.

- Any off-site improvements deemed necessary (drainage, sewer, water, etc.)
- Any professional / legal representation
- Preparation or coordination of any entitlements, license, development, annexation, or other associated agreements.
- Preparation of any easements or license agreements including associated exhibits, legal descriptions and other documents.
- Survey services.
- Construction Administration / Observation
- Construction Staking
- Stormwater Pollution Protection Plan
- Legal services
- Utility relocations
- Hydraulic modeling or analysis
- Laboratory fees
- Right of Way or Easement Acquisition.
- Environmental services
- Lift station design, assume that all site sewer will be gravity to existing sewer lines.

PROPOSAL AND CONTRACT

Project: Tullamore Sports Complex Phase I, Task Order 8.0

October 24, 2025

Project #: 24-018

2

Client: City of Post Falls, Idaho

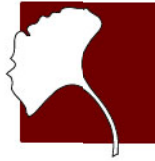


EXHIBIT A

- Quality Control Testing
- Agency submittal fees, review fees or permit fees.
- Attendance at meetings other than those listed above
- Changes made necessary from unforeseen or unforeseeable site conditions
- Any services, product or professional responsibility not specifically described above.

This Proposal and Contract may be withdrawn by Michael Terrell ■ Landscape Architecture, PLLC if not accepted within 30 days.

Signature:  Date: 10/24/2025
Michael D. Terrell, ASLA

Acceptance of Proposal: I have read the above proposal, fees, and terms and they are hereby accepted. Michael Terrell ■ Landscape Architecture, PLLC is authorized to commence work as specified and agreed to herein.

Signature: _____ Date: _____

PROPOSAL AND CONTRACT

Project: Tullamore Sports Complex Phase I, Task Order 8.0

Project #: 24-018

Client: City of Post Falls, Idaho

October 24, 2025

3

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.

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Ordinance - Steckman Annexation File No. ANNEX-24-9

ITEM AND RECOMMENDED ACTION:

This item is the annexation ordinance for the Steckman Annexation File No. ANNEX-24-9, which was approved by the city council following a public hearing on April 1, 2025. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On April 1, 2025, the city council held a public hearing to consider a request to annex approximately 6.7 acres and associated rights-of-way into the City of Post Falls with the Medium Density Residential (R-2) zoning. The entirety of the site is generally located west of the N. Brookie Drive and N. Spokane Street Intersection. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved June 3, 2025. On June 3, 2025, the Development and Annexation Agreement was approved by City Council. The attached ordinance is the legal document that, once recorded memorializes this property being in the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On April 1st, 2025, City Council heard the proposal during a public hearing and approved the annexation request.

APPROVED OR DIRECTION GIVEN:

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Draft Steckman Annexation Ordinance Combined

ORDINANCE NO. _____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 6.96 ACRES LOCATED WEST OF N. SPOKANE STREET MIDWAY BETWEEN W. GRANGE AVENUE AND PRAIRIE AVENUE; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

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

WHEREAS, public hearings were held before both the Planning and Zoning Commission on February 11, 2025, and the City Council on April 1, 2025, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Medium Density Residential (R-2) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

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

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

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

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

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

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 6.96-acres and zoning the property Medium Density Residential (R-2). The property is located at west of N. Spokane Street midway between W. Grange Avenue and Prairie Avenue, and is legally described as:

THE NORTH HALF OF TRACT 21, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 85; INCLUDING THE RAILROAD RIGHT OF WAY WITHIN SAID NORTH HALF OF TRACT 21. TOGETHER WITH A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°13'51" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 225.00 FEET; THENCE NORTH 89°06'49" WEST 400.00 FEET; THENCE SOUTH 00°13'51" WEST 225.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 21; THENCE NORTH 89°06'49" WEST 261.94 FEET TO THE NORTHWEST CORNER OF SAID TRACT 21. THENCE SOUTH 00°15'35" WEST 331.91 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID TRACT 21; THENCE SOUTH 89°08'16" EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 21, A DISTANCE OF 642.10 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID TRACT 21; THENCE NORTH 00°13'51" EAST 331.65 FEET TO THE NORTHEAST CORNER OF SAID TRACT 21; THENCE SOUTH 89°06'49" EAST 20.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6.956 ACRES, MORE OR LESS.

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

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

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

DATED this day of ,

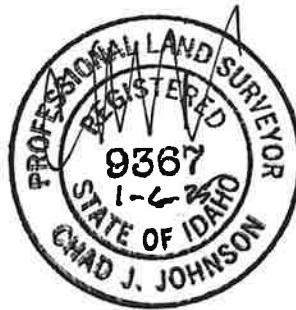
Field K. Herrington, City Attorney

EXHIBIT 'A'
ANNEXATION DESCRIPTION

THE NORTH HALF OF TRACT 21, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 85; INCLUDING THE RAILROAD RIGHT OF WAY WITHIN SAID NORTH HALF OF TRACT 21. TOGETHER WITH A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°13'51" EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER, 225.00 FEET; THENCE NORTH 89°06'49" WEST 400.00 FEET; THENCE SOUTH 00°13'51" WEST 225.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 21; THENCE NORTH 89°06'49" WEST 261.94 FEET TO THE NORTHWEST CORNER OF SAID TRACT 21. THENCE SOUTH 00°15'35" WEST 331.91 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID TRACT 21; THENCE SOUTH 89°08'16" EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID TRACT 21, A DISTANCE OF 642.10 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID TRACT 21; THENCE NORTH 00°13'51" EAST 331.65 FEET TO THE NORTHEAST CORNER OF SAID TRACT 21; THENCE SOUTH 89°06'49" EAST 20.00 FEET TO THE **POINT OF BEGINNING**.

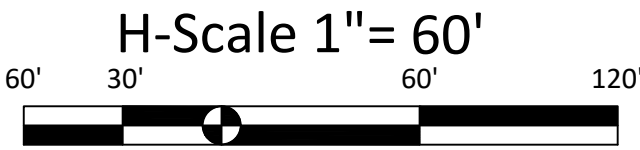
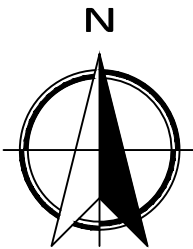
CONTAINING 6.956 ACRES, MORE OR LESS.



CITY OF POST FALL ANNEXATION - ORDINANCE #

THE NORTH HALF OF TRACT 21, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8 EXCEPT UPRR RIGHT OF WAY
TOGETHER WITH THE S 220' OF THE E 400' OF THE NE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 5 W.,
BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST.#



LEGEND

- FOUND 1/2" REBAR WITH PLASTIC CAP, PLS 3814
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, PLS 9367
- CALCULATED POSITION, NOTHING FOUND OR SET
- CENTER SECTION CORNER AS NOTED
- N-S 1/4 SECTION CORNER AS NOTED
- CPF CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- TPOB TRUE POINT OF BEGINNING

NOTES

1. EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY EASEMENTS, RECORDED OR UNRECORDED. A TITLE REPORT WAS NOT PROVIDED FOR THIS SURVEY.

REFERENCES

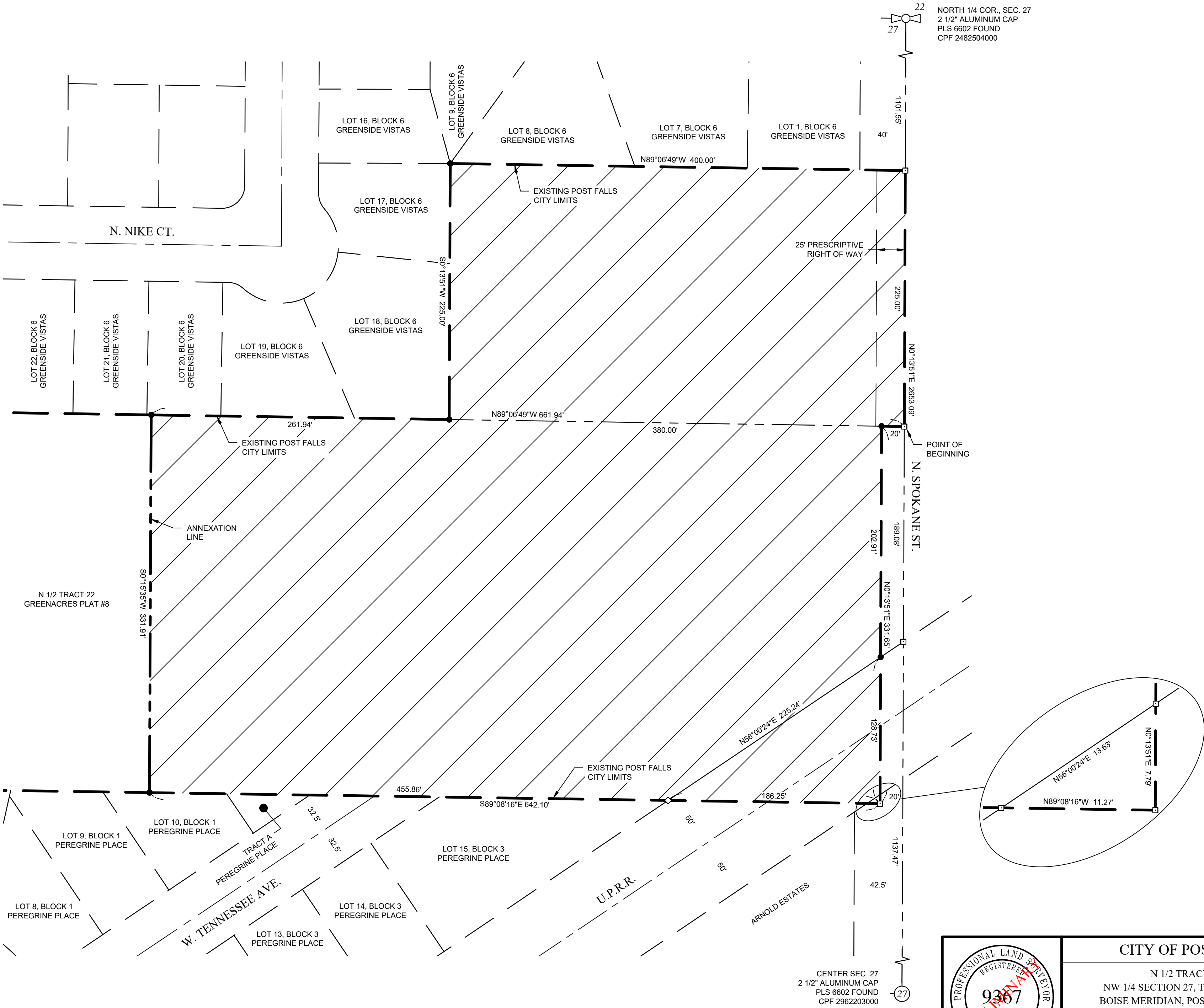
- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 PLAT OF GREENACRES IRRIGATION DISTRICT PLAT NO. 8 BY ARTHUR B. CLARK, PLS 48. RECORDED IN BOOK B OF PLATS, PAGE 85.
 - R-2 PLAT OF GREENSIDE VISTAS BY DAVID SCHUMANN, PLS 4182. RECORDED IN BOOK J OF PLATS, PAGE 310, UNDER INSTRUMENT #2023226000.
 - R-3 PLAT OF PEREGRINE PLACE BY CHAD J. JOHNSON, PLS 9367. RECORDED IN BOOK L OF PLATS, PAGE 290, UNDER INSTRUMENT #2674219000.

BASIS OF BEARING

AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSLATED TO WEST ZONE AT A JOHNSON SURVEYING BASE POINT LOCATED AT (N: 2,215,624.21, E: 2,326,718.02) AND WERE POST PROCESSED USING NGS OPUS WITH A HORIZONTAL REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000) AND A VERTICAL DATUM OF NAVD88 (GEOID 18). ALL BEARINGS SHOWN ARE GRID. ALL DISTANCES SHOWN ARE GROUND (US SURVEY FEET). WITH A COMBINED SCALE FACTOR OF 1.00006528 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR ROTATION OF - 00°53'46"

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ANNEX THE PROPERTY DESCRIBED HEREON. SURVEY MONUMENTS WHERE FOUND/HOLD AS DEPICTED HEREON.



PROFESSIONAL LAND SURVEYOR
REGISTERED
9367
STATE OF IDAHO
CHAD J. JOHNSON

CITY OF POST FALL ANNEXATION

N 1/2 TRACT 21, GREENACRES PLAT #8
NW 1/4 SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: NOV. 2024	DRAFTED BY: DTL	PLOT DATE: 11/12/2024	SHEET 1 / 1
FILE NAME: 24-169 ANNEX	CHECKED BY: CJJ	PROJECT No.: 24-169	

Johnson
Surveying

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Ordinance - Elfers Annexation File No. ANNX-24-10

ITEM AND RECOMMENDED ACTION:

This item is the annexation ordinance for the Elfer's Annexation File No. ANNX-24-10, which was approved by the city council following a public hearing on April 1, 2025. Staff requests that the city council review and approve the corresponding ordinance. No presentation is planned on this item.

DISCUSSION:

On April 1, 2025, the city council held a public hearing to consider a request to annex approximately 4.89 acres (5.2 with rights-of-way) and apply Medium Density Residential (R2) zoning. The site is located at 3556 N. Guy Road. Following the hearing, the city council approved a motion directing staff to prepare a final written reasoned decision approving the annexation request, which was approved June 3, 2025. On June 3, 2025, the Development and Annexation Agreement was approved by City Council. The attached ordinance is the legal document that, once recorded memorializes this property being in the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On April 1st, 2025, City Council heard the proposal during a public hearing and approved the annexation request.

APPROVED OR DIRECTION GIVEN:

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Elfers Annexation Ordinance Revised

ORDINANCE NO. ____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 5.2 ACRES LOCATED AT 3556 N. GUY ROAD; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

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

WHEREAS, public hearings were held before both the Planning and Zoning Commission on February 11, 2025, and the City Council on April 1, 2025, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Medium Density Residential (R-2) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City and would be in the best interest of the City of Post Falls to annex the property.

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

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

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

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

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

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 5.2-acres and zoning the property Medium Density Residential (R-2). The property is located at 3556 N. Guy Road, SW corner of the intersection of W. Fisher Ave. and N. Guy Rd., and is legally described as:

THE NORTH HALF OF TRACT 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 85. TOGETHER WITH A PORTION OF THE PLATTED RIGHT OF WAY OF GUY ROAD. LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, THENCE SOUTH 00°13'51" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 1326.55 FEET; THENCE NORTH 89°06'49" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER 661.94 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°06'49" WEST 661.94 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°06'33" WEST 20.00 FEET TO A POINT ON THE WESTERLY PLATTED RIGHT OF WAY LINE OF GUY ROAD; THENCE SOUTH 00°17'19" WEST, ALONG LAST SAID RIGHT OF WAY LINE, 332.20 FEET TO A POINT ON THE WESTERLY EXTENDED SOUTH LINE OF THE NORTH HALF OF SAID TRACT 22; THENCE SOUTH 89°08'16" EAST, ALONG LAST SAID SOUTH LINE AND ITS WESTERLY EXTENSION, 682.11 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 22; THENCE NORTH 00°15'35" EAST 331.91 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5.199 ACRES, MORE OR LESS.

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

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

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

DATED this day of ,

Field K. Herrington, City Attorney

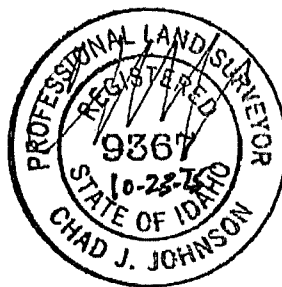
EXHIBIT 'A'
ANNEXATION DESCRIPTION

THE NORTH HALF OF TRACT 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK B OF PLATS, PAGE 85. TOGETHER WITH A PORTION OF THE PLATTED RIGHT OF WAY OF GUY ROAD. LOCATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, THENCE SOUTH 00°13'51" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 1326.55 FEET; THENCE NORTH 89°06'49" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER 661.94 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°06'49" WEST 661.94 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°06'33" WEST 20.00 FEET TO A POINT ON THE WESTERLY PLATTED RIGHT OF WAY LINE OF GUY ROAD; THENCE SOUTH 00°17'19" WEST, ALONG LAST SAID RIGHT OF WAY LINE, 332.20 FEET TO A POINT ON THE WESTERLY EXTENDED SOUTH LINE OF THE NORTH HALF OF SAID TRACT 22; THENCE SOUTH 89°08'16" EAST, ALONG LAST SAID SOUTH LINE AND ITS WESTERLY EXTENSION, 682.11 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 22; THENCE NORTH 00°15'35" EAST 331.91 FEET TO THE **TRUE POINT OF BEGINNING**.

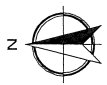
CONTAINING 5.199 ACRES, MORE OR LESS.



CITY OF POST FALL ANNEXATION - ORDINANCE

THE NORTH HALF OF TRACT 22, GREENACRES IRRIGATION DISTRICT PLAT NUMBER 8
LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 5 W., BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INST#



H-SCALE 1" = 60'

LEGEND

- FOUND 2" ILLEGIBLE ALUMINUM CAP
- SET 5/8" x 24" REBAR WITH PLASTIC CAP, P.L.S. 987
- CALCULATED POSITION, NOTHING FOUND OR SET
- CENTER SECTION CORNER AS NOTED
- N/3 1/4 SECTION CORNER AS NOTED
- C/P CORNER PERTAINING & FILING RECORD (WITH INSTRUMENT NO.)
- TPUB TRUE POINT OF BEGINNING

NOTES

- EXCEPT AS SHOWN HEREON, THERE WAS NO ATTEMPT MADE TO SHOW THE EXACT LOCATION OF ANY OF THE MONUMENTS OR EASEMENTS, RECORDED OR UNRECORDED, A TITLE REPORT WAS NOT PROVIDED FOR THIS SURVEY.

REFERENCES

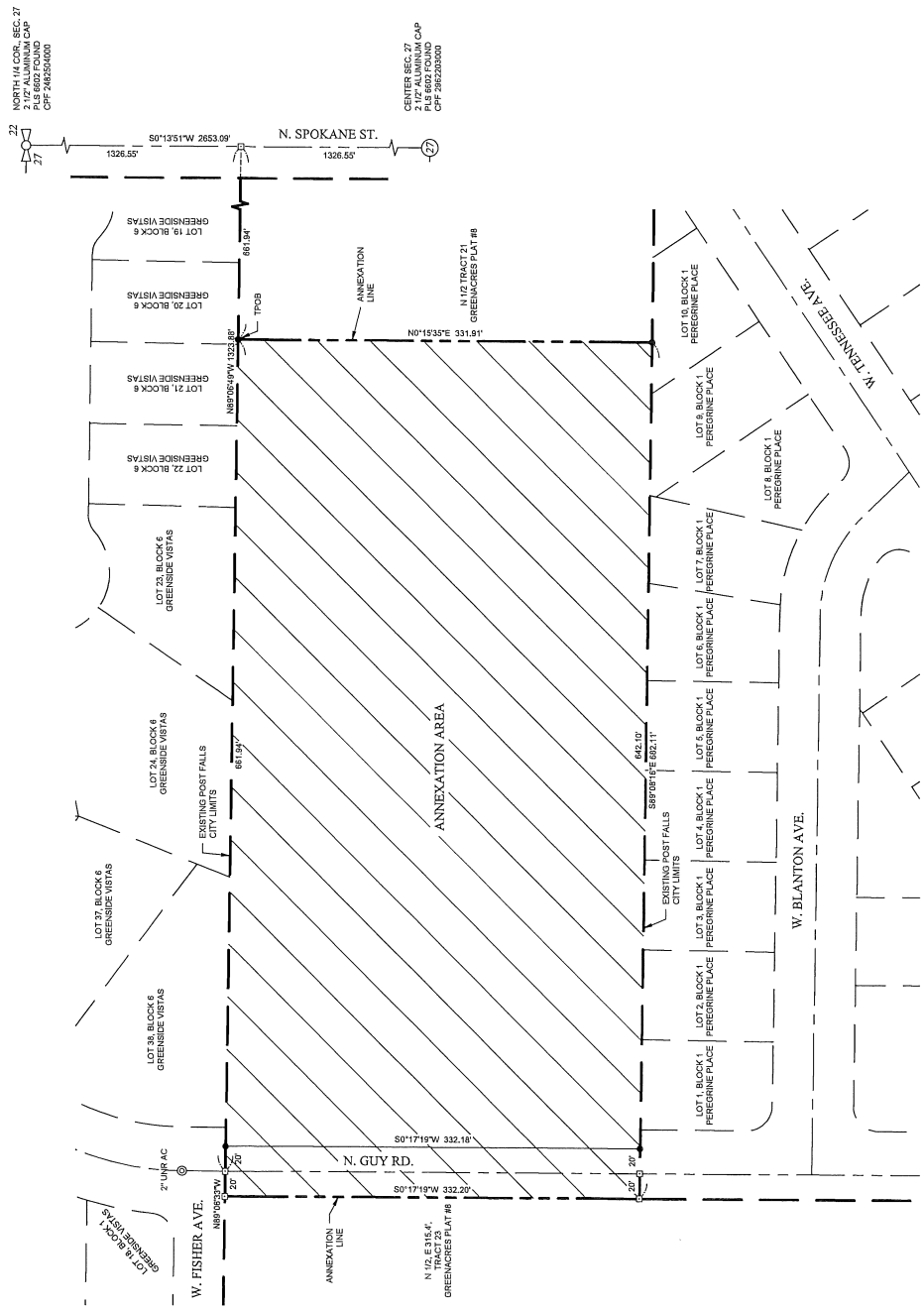
- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 PLAT OF GREENACRES IRRIGATION DISTRICT PLAT NO. 8 BY ARTHUR B. CLARK P.L.S. 46 RECORDED IN BOOK 8 OF PLATS PAGE 85.
 - R-2 PLAT OF GREENSIDE VISTAS BY DAVID SCHMANN, P.L.S. 4182, RECORDED IN BOOK 10 OF PLATS PAGE 10.
 - R-3 PLAT OF PEREGRINE PLACE BY CHAD J. JOHNSON, P.L.S. 3357, RECORDED IN BOOK 1 OF PLATS, PAGE 280, UNDER INSTRUMENT #267451600.

BASIS OF BEARING

AS SHOWN HEREON, THE BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103). PROJECT COORDINATES WERE TRANSFERRED TO THE SURVEY POINTS BY A JOHNSON SURVEYING BASE POINT USING MAGNETIC DEVIATION OF 11.00 DEGREES. ALL DISTANCES SHOWN ARE IN FEET, WITH A COMBINED SCALE FACTOR OF .0005528 APPLIED AT THE BASE POINT. GEODETIC NORTH IS AN ANGULAR NOTATION OF -10 55' 46"

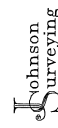
SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ANNEX THE PROPERTY DESCRIBED HEREON, SURVEY MONUMENTS WHERE FOUND HELD AS DEPICTED HEREON.



CITY OF POST FALL ANNEXATION
N 1/2 TRACT 22, GREENACRES PLAT #8
NW 1/4 SECTION 27, TOWNSHIP 51 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, POST FALLS, KOOTENAI COUNTY, IDAHO

DATE SURVEYED: NOV. 2024	CHECKED BY: C.J.J.	PROJECT No.: 24-167	SHEET 1
FILE NAME: 24-167 ANNEX	CREATED BY: DTL	DATE: 11/23/2024	1



P.O. Box 2544 Post Falls, ID 83877
johnsonsurveying.com

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 11/3/2025

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: Well #4 Rehabilitation - Contract Amendment #1 with JUB Engineers

ITEM AND RECOMMENDED ACTION:

This item requests city council approval of an amendment to the well #4 rehabilitation contract with JUB Engineers. Approval will authorize the mayor to execute the amendment on behalf of the city.

DISCUSSION:

In October 2023 City Council authorized design and construction management services with J-U-B Engineers for the Well House #4 Rehabilitation project, which was identified in the 2018 Water System Master Plan as a priority project to increase system capacity and reliability. To date, there have been no amendments to the contract with J-U-B.

In December 2024 City Council awarded WM Welch with the contract for construction of the Well House #4 Rehabilitation project. Construction began in March of 2025, and is currently anticipated to be complete in February of 2026.

In 2023 (prior to design work) J-U-B estimated construction oversight would cost \$175,300, which was included in the design contract. Several factors have impacted the actual time required by J-U-B to provide those services on this project. One significant factor is a longer lead time for equipment required for the contractor to provide, which has led to a longer construction window. Another factor is the time required by the engineer to respond to issues posed by the contractor. While an average assumption is used during estimation, some contractors require more attention from the engineer than others. These factors, and others of less significance, have required J-U-B to perform additional construction management services unanticipated at the time of contract execution in October 2023.

J-U-B has developed a contract amendment to cover the remaining services required for project completion. This is based upon the actual expected construction period and the current actual weekly work required during construction. Work will be billed as time and materials and may be less than authorized with this amendment.

The project budget in FY24 was for \$2.85M. This estimate was reduced to \$2.7M in FY25. The awarded contracts at the time of bid award totaled \$2.23M, including authorized contingencies. Including this contract amendment, the project is still within budget.

As an aside, the standard practice in 2023 was to include construction management services with design contracts. This practice has been discontinued as more accurate estimates are available once the project is designed.

City staff has prepared a short presentation to discuss further project specifics with City Council.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

October 17, 2023 – Well #4 Rehabilitation – J-U-B Engineering and CMS Agreement
December 6, 2024 – Well #4 Rehabilitation – Recommendation of Award

APPROVED OR DIRECTION GIVEN:

Items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The total requested increase to the contract is \$102,600. This will be funded with a task transfer of \$10,000 from the \$20,000 Management Reserve approved to be used as a contingency. The remaining \$92,600 represents an increase to the overall project budget. A \$10,000 management reserve (contingency) will remain available for use until the project is complete. Funding for this project is available within the authorized Well #4 Rehabilitation budget.

BUDGET CODE:

750-462.3227.95550

ATTACHMENTS:

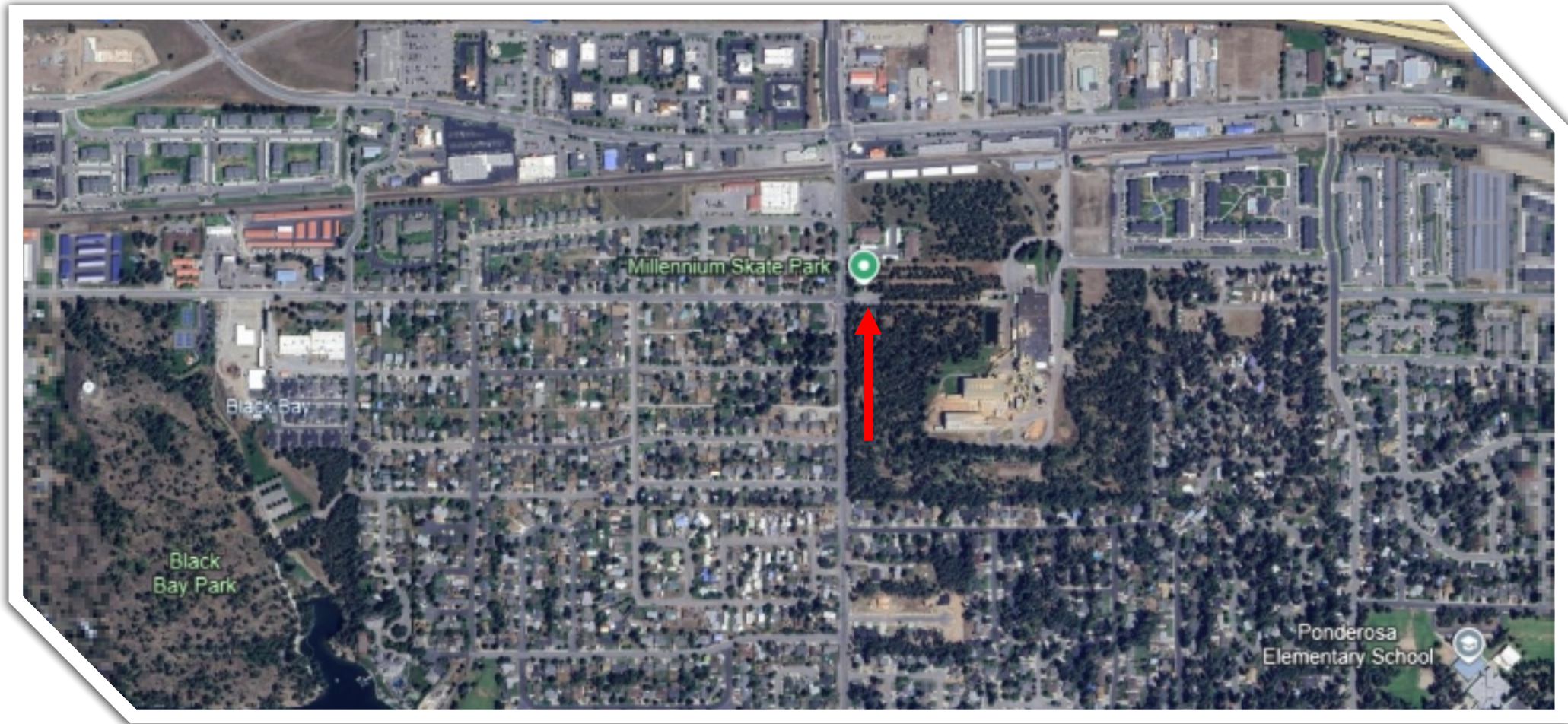
1. POWER POINT - 2024 Well 4 Rehabilitation - JUB Contract Amendment #1
2. JUB Contract Amendment - Well House #4

Well 4 Rehabilitation JUB Contract Amendment #1

Jaxon Fleshman
Project Manager, Public Works
November 3, 2025



Well 4 – Site Location



Existing Well 4

- Co-located with Millennium Skate Park
- Constructed in 1974
- No on-site backup power.
- Existing pumping capacity is below design capacity.



Well 4 Rehabilitation

- 2018 Water System Master Plan
 - Rehabilitation of Well 4 is identified as a capital improvement project.
 - Rehabilitation needed to ensure capacity and reliability meet demand requirements

Project Timeline

- JUB Engineering and CMS Contract October 2023
- WM Welch Contract Bid Award December 2024
- WM Welch Contract Extension August 2025
- Anticipated Completion Feb/March 2026

Reasons for Amendment

- Well Testing & Water Storage
- Equipment Delays
- Contractor Support Needs



Construction Photos



Request

Engineering and CMS (\$20k Management Reserve)	\$	372,400.00
Amendment #1	\$	<u>92,600.00</u>
Total	\$	465,000.00

*Funded through Well House 4 Rehabilitation Budget
GL Code: 750-462.3227.95550

Overall Project Budget

WM Welch Contract (Change Orders #1-5)	\$ 1,733,504.26
Remaining Contingency	\$ <u>122,158.74</u>
Total	\$ 1,855,663.00
Project Budget	\$ 2,700,000.00
Awarded Contracts with JUB Amendment	\$ 2,320,663.00
Remaining Budget	\$ 379,337.00

*Funded through Well House 4 Rehabilitation Budget
GL Code: 750-462.3227.95550

Next Steps

- Scheduled Project Completion – Early 2025

A serene landscape photograph featuring a calm river in the foreground, which perfectly reflects the surrounding environment. The river is flanked by a dense forest of evergreen trees on the left and some bare, deciduous trees on the right. In the background, a range of mountains is visible, with the central peak being the most prominent and covered in a layer of snow. The sky is a clear, pale blue. The overall mood is peaceful and natural.

Questions



CLIENT: City of Post Falls

Project Name: Well House No. 4 Replacement

J-U-B Project Number: 20-23-052

1. *Amendments.* The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated September 21, 2023. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

The anticipated construction completion for the Well House No 4 project has been delayed several months due to equipment delivery and Change Order increases to Contract Times. The delay in completion of the work has caused additional Construction Management Services, such as review of pay applications, meetings, site visits, and contractor coordination. The work is now anticipated to be complete, and ready for closeout, in late February 2026.

The remaining budget on the existing Construction Management contract is approximately \$15,410.92 and the Management Reserve remains at \$20,000, for a total remaining budget of \$35,410.92. The estimated cost to complete the Construction Management Services of the project is \$118,000 including the remaining subconsultants previously scoped work. The difference between the estimated cost to complete the project and the remaining budget is requested in this Amendment.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name _____

Date _____

3. **Payment for Amendments.** Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Time and Materials Increase.

Task 300 – Management Reserve (MR) – Transfer half of the balance of \$20,000 to Task 200. ST002: MR new balance is \$10,000:

Task 200, Subtask 002 – Increase time and materials existing estimated budget of \$175,300 by \$10,000 from MR and an additional **\$92,600** contract increase for a new Task 200, ST002 estimated budget of \$277,900.

4. **Schedule of Services.** Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Anticipated project construction closeout to be complete by February, 2026.

Dated this day of _____,

CLIENT

J-U-B ENGINEERS, Inc.

By:

Project Representative or Authorized Signatory for
CLIENT

By:

Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Cory R. Baune, PE; Executive Vice President
Print or Type Name and Title

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Paige Hunt, Planner 1
SUBJECT: Annual Impact Fee Report 2023-2024

ITEM AND RECOMMENDED ACTION:

Annual Fiscal year report 2023-2024

DISCUSSION:

The Finance Director has prepared the Development Impact Fee Report 2024 as part of the Annual Audit for Fiscal Year 2024. A development impact fee report is an annual requirement for every governmental entity that collects impact fees (Title 67 Chapter 82 of the Idaho Statutes; Post Falls City Code, Title 19, Subsection 19.04.080.G). In addition to this Development Impact Fee Report 2024 Exhibits S-3 detail the 2023 Impact Fee related projects and expenditures. Exhibit S-1 details the history of impact fee collections and expenditures.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Fiscal Impact

BUDGET CODE:

ATTACHMENTS:

1. Impact Fee Report FY24 (1)



Community Development Department

MEMORANDUM

DATE: September 1, 2025

TO: Planning and Zoning Commission

FROM: Paige Hunt, Planner 1

SUBJECT: Development Impact Fee Report 2024

The Finance Director has prepared the Development Impact Fee Report 2024 as part of the Annual Audit for Fiscal Year 2024. A development impact fee report is an annual requirement for every governmental entity that collects impact fees (Title 67 Chapter 82 of the Idaho Statutes; Post Falls City Code, Title 19, Subsection 19.04.080.G). In addition to this Development Impact Fee Report 2024 Exhibits S-3 detail the 2023 Impact Fee related projects and expenditures. Exhibit S-1 details the history of impact fee collections and expenditures.

The data in the Development Impact Fee Report 2024 reflects beginning balances, impact fees collected, other revenues, expenditures, interest, fund totals, and the roads, parks and public safety projects that received impact fees during FY24 (10/01/23 to 09/30/24). In FY24, approximately \$5,261,651.56 were collected in impact fees and \$3,510,477.04 of impact fees were spent on roads, parks and public safety projects to assist with mitigating growth in the community as shown below

- **Roads:** The following projects expended funding from the roads impact fee account: Prairie and Zorro Roundabout, Spokane and Prairie project, Chase Rd BNSF RR Xing, Traffic control and professional contractors. The total money spent on roads for fiscal year 2024 was 1,676,519.38.
- **Parks:** Impact fee money for the Parks Department was spent on many projects. The vast majority of the expense went to Phase one of Black Bay Park and Phase one of the Sports Field. The total sum of money spent by the Parks Department totals \$1,776,385.99.
- **Public Safety:** The Police Department expenditure of impact fees for FY24:

Impact Fee Study: \$23,110.97

Transfer to Fund 008: \$34,460.70

Total Public Safety Projects: \$57,571.6

No decision is required from the Planning and Zoning Commission on the Development Impact Fee Report 2024. The report will also be presented to the City Council.

Attachments:

Exhibit S-1: Impact Fee History (Fiscal Years 1999-2024)

Exhibit S-2: Impact Fee Summary (Fiscal Year 2024)

Exhibit S-3: 2023 Development Impact Fee Assessment

Exhibit S-4: 2024 Development Impact Fee Assessment

Impact Fee History

FY99	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 60,462.29	\$ 190,935.24			\$ 8,945.51	\$ 260,343.04
Parks	\$ 92,586.13	\$ 211,988.00		\$ (19,354.47)	\$ 9,025.08	\$ 294,244.74
Public Safety	\$ 17,616.24	\$ 55,284.46			\$ 2,590.13	\$ 75,490.83
	\$ 170,664.66	\$ 458,207.70	\$ -	\$ (19,354.47)	\$ 20,560.72	\$ 630,078.61
FY00	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 260,343.04	\$ 183,680.69		\$ (29,659.64)	\$ 19,860.32	\$ 434,224.41
Parks	\$ 294,244.74	\$ 160,127.00		\$ (234,284.91)	\$ 10,548.69	\$ 230,635.52
Public Safety	\$ 75,490.83	\$ 64,265.60			\$ 6,698.48	\$ 146,454.91
	\$ 630,078.61	\$ 408,073.29	\$ -	\$ (263,944.55)	\$ 37,107.49	\$ 811,314.84
FY01	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 434,224.41	\$ 137,223.61		\$ (26,864.29)	\$ 19,725.91	\$ 564,309.64
Parks	\$ 230,635.52	\$ 150,800.00		\$ (36,266.59)	\$ 12,565.50	\$ 357,734.43
Public Safety	\$ 146,454.91	\$ 103,431.95		\$ (153,000.00)	\$ 4,523.90	\$ 101,410.76
	\$ 811,314.84	\$ 391,455.56	\$ -	\$ (216,130.88)	\$ 36,815.31	\$ 1,023,454.83
FY02	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 564,309.64	\$ 230,429.01		\$ (355,995.89)	\$ 19,176.46	\$ 457,919.22
Parks	\$ 357,734.43	\$ 170,518.82		\$ (169,550.16)	\$ 12,152.26	\$ 370,855.35
Public Safety	\$ 101,410.76	\$ 56,304.46		\$ -	\$ 4,536.36	\$ 162,251.58
	\$ 1,023,454.83	\$ 457,252.29	\$ -	\$ (525,546.05)	\$ 35,865.08	\$ 991,026.15
FY03	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 457,919.22	\$ 258,082.36		\$ (5,939.92)	\$ 12,575.59	\$ 722,637.25
Parks	\$ 370,855.35	\$ 272,247.99		\$ (231,758.96)	\$ 10,288.27	\$ 421,632.65
Public Safety	\$ 162,251.58	\$ 77,336.06		\$ (237,890.00)	\$ 3,901.58	\$ 5,599.22
	\$ 991,026.15	\$ 607,666.41	\$ -	\$ (475,588.88)	\$ 26,765.44	\$ 1,149,869.12

Impact Fee History

FY04	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 722,637.25	\$ 346,274.59	\$ 31,443.50	\$ -	\$ 12,352.14	\$ 1,112,707.48
Parks	\$ 421,632.65	\$ 365,540.00		\$ (237,980.18)	\$ 6,199.51	\$ 555,391.98
Public Safety	\$ 5,599.22	\$ 95,477.58		\$ (50,000.04)	\$ 278.81	\$ 51,355.57
	\$ 1,149,869.12	\$ 807,292.17	\$ 31,443.50	\$ (287,980.22)	\$ 18,830.46	\$ 1,719,455.03

FY05	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 1,112,707.48	\$ 314,742.11		\$ -	\$ 24,640.21	\$ 1,452,089.80
Parks	\$ 555,391.98	\$ 390,884.24		\$ (531,811.70)	\$ 10,227.73	\$ 424,692.25
Public Safety	\$ 51,355.57	\$ 93,616.38		\$ (69,999.96)	\$ 1,192.06	\$ 76,164.05
	\$ 1,719,455.03	\$ 799,242.73	\$ -	\$ (601,811.66)	\$ 36,060.00	\$ 1,952,946.10

FY06	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 1,452,089.80	\$ 635,061.81		\$ (50,106.00)	\$ 58,547.74	\$ 2,095,593.35
Parks	\$ 424,692.25	\$ 759,173.12	\$ 251,110.10	\$ (328,086.88)	\$ 25,583.09	\$ 1,132,471.68
Public Safety	\$ 76,164.05	\$ 103,046.11		\$ (69,999.96)	\$ 3,108.91	\$ 112,319.11
	\$ 1,952,946.10	\$ 1,497,281.04	\$ 251,110.10	\$ (448,192.84)	\$ 87,239.74	\$ 3,340,384.14

*Includes a grant of \$251,110.10 in the Other Revenue Column

FY07	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 2,095,593.35	\$ 922,764.16		\$ (16,600.00)	\$ 109,116.11	\$ 3,110,873.62
Parks	\$ 1,132,471.68	\$ 654,949.88		\$ (265,729.58)	\$ 56,553.35	\$ 1,578,245.33
Public Safety	\$ 112,319.11	\$ 127,993.55		\$ (75,000.00)	\$ 5,611.47	\$ 170,924.13
	\$ 3,340,384.14	\$ 1,705,707.59	\$ -	\$ (357,329.58)	\$ 171,280.93	\$ 4,860,043.08

FY08	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,110,873.62	\$ 781,140.38	\$ 10,387.79	\$ (771,027.36)	\$ 99,777.36	\$ 3,231,151.79
Parks	\$ 1,578,245.33	\$ 344,345.00		\$ (690,790.04)	\$ 41,760.58	\$ 1,273,560.87
Public Safety	\$ 170,924.13	\$ 132,285.45		\$ (82,960.64)	\$ 6,528.72	\$ 226,777.66
	\$ 4,860,043.08	\$ 1,257,770.83	\$ 10,387.79	\$ (1,544,778.04)	\$ 148,066.66	\$ 4,731,490.32

Impact Fee History

FY09	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,231,151.79	\$ 351,255.78	\$ 54,936.45	\$ (379,106.18)	\$ 45,664.08	\$ 3,303,901.92
Parks	\$ 1,273,560.87	\$ 530,664.00		\$ (675,507.83)	\$ 13,466.19	\$ 1,142,183.23
Public Safety	\$ 226,777.66	\$ 112,846.16		\$ (110,276.20)	\$ 1,741.71	\$ 231,089.33
	\$ 4,731,490.32	\$ 994,765.94	\$ 54,936.45	\$ (1,164,890.21)	\$ 60,871.98	\$ 4,677,174.48
FY10	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,303,901.92	\$ 622,757.01	\$ 42,991.39	\$ (964,233.58)	\$ 154,895.93	\$ 3,160,312.67
Parks	\$ 1,142,183.23	\$ 341,904.00		\$ (35,375.39)	\$ 44,206.39	\$ 1,492,918.23
Public Safety	\$ 231,089.33	\$ 107,472.61		\$ (109,460.76)	\$ 321.48	\$ 229,422.66
	\$ 4,677,174.48	\$ 1,072,133.62	\$ 42,991.39	\$ (1,109,069.73)	\$ 199,423.80	\$ 4,882,653.56
FY11	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,160,312.67	\$ 309,221.90	\$ 250,000.00	\$ (375,852.29)	\$ 29,371.26	\$ 3,373,053.54
Parks	\$ 1,492,918.23	\$ 253,051.60		\$ (121,275.18)	\$ 9,846.43	\$ 1,634,541.08
Public Safety	\$ 229,422.66	\$ 52,530.61		\$ (108,285.31)	\$ 445.83	\$ 174,113.79
	\$ 4,882,653.56	\$ 614,804.11	\$ 250,000.00	\$ (605,412.78)	\$ 39,663.52	\$ 5,181,708.41
FY12	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,373,053.54	\$ 232,783.02	\$ 262,656.44	\$ (605,519.70)	\$ 38,004.41	\$ 3,300,977.71
Parks	\$ 1,634,541.08	\$ 287,570.07	\$ 35,700.00	\$ (153,835.18)	\$ 11,705.99	\$ 1,815,681.96
Public Safety	\$ 174,113.79	\$ 75,168.98		\$ (109,460.76)	\$ 206.70	\$ 140,028.71
	\$ 5,181,708.41	\$ 595,522.07	\$ 298,356.44	\$ (868,815.64)	\$ 49,917.10	\$ 5,256,688.38
FY13	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,300,977.71	\$ 266,414.73	\$ 246,234.53	\$ (1,338,179.80)	\$ 31,007.85	\$ 2,506,455.02
Parks	\$ 1,815,681.96	\$ 348,727.21		\$ (193,575.70)	\$ 9,499.10	\$ 1,980,332.57
Public Safety	\$ 140,028.71	\$ 100,131.27		\$ (98,300.04)	\$ 113.49	\$ 141,973.43
	\$ 5,256,688.38	\$ 715,273.21	\$ 246,234.53	\$ (1,630,055.54)	\$ 40,620.44	\$ 4,628,761.02

Impact Fee History

FY14	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 2,506,455.02	\$ 166,090.35	\$ 191,632.03	\$ (318,441.95)	\$ 23,096.02	\$ 2,568,831.47
Parks	\$ 1,980,332.57	\$ 201,490.50	\$ 176.00	\$ (22,963.81)	\$ 8,562.63	\$ 2,167,597.89
Public Safety	\$ 141,973.43	\$ 63,660.65		\$ (34,460.76)	\$ 73.38	\$ 171,246.70
	<u>\$ 4,628,761.02</u>	<u>\$ 431,241.50</u>	<u>\$ 191,808.03</u>	<u>\$ (375,866.52)</u>	<u>\$ 31,732.03</u>	<u>\$ 4,907,676.06</u>
FY15	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 2,568,831.47	\$ 437,629.80	\$ 84,279.49	\$ (895,234.16)	\$ 45,130.34	\$ 2,240,636.94
Parks	\$ 2,167,597.89	\$ 458,715.50	\$ -	\$ (5,108.55)	\$ 15,892.15	\$ 2,637,096.99
Public Safety	\$ 171,246.70	\$ 168,052.74	\$ -	\$ (36,380.70)	\$ 127.11	\$ 303,045.85
	<u>\$ 4,907,676.06</u>	<u>\$ 1,064,398.04</u>	<u>\$ 84,279.49</u>	<u>\$ (936,723.47)</u>	<u>\$ 61,149.60</u>	<u>\$ 5,180,779.78</u>
FY16	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 2,240,636.94	\$ 826,769.21	\$ 1,314,740.05	\$ (1,002,531.97)	\$ 32,196.46	\$ 3,411,810.69
Parks	\$ 2,637,096.99	\$ 1,030,175.88	\$ -	\$ (38,008.62)	\$ 13,074.64	\$ 3,642,338.89
Public Safety	\$ 303,045.85	\$ 331,626.34	\$ -	\$ (271,266.77)	\$ 441.69	\$ 363,847.11
	<u>\$ 5,180,779.78</u>	<u>\$ 2,188,571.43</u>	<u>\$ 1,314,740.05</u>	<u>\$ (1,311,807.36)</u>	<u>\$ 45,712.79</u>	<u>\$ 7,417,996.69</u>
FY17	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,411,810.69	\$ 632,563.81	\$ (4,964.49)	\$ (372,452.41)	\$ 2,856.23	\$ 3,669,813.83
Parks	\$ 3,642,338.89	\$ 933,733.64	\$ (15,842.83)	\$ (1,008,408.39)	\$ 22,479.99	\$ 3,574,301.30
Public Safety	\$ 363,847.11	\$ 246,547.42	\$ -	\$ (216,799.27)	\$ 687.98	\$ 394,283.24
	<u>\$ 7,417,996.69</u>	<u>\$ 1,812,844.87</u>	<u>\$ (20,807.32)</u>	<u>\$ (1,597,660.07)</u>	<u>\$ 26,024.20</u>	<u>\$ 7,638,398.37</u>
FY18	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,669,813.83	\$ 738,555.80	\$ (95,087.99)	\$ (416,319.51)	\$ 64,106.66	\$ 3,961,068.79
Parks	\$ 3,574,301.30	\$ 929,645.05	\$ (32,856.23)	\$ (2,110,323.84)	\$ 35,901.66	\$ 2,396,667.94
Public Safety	\$ 394,283.24	\$ 287,715.97	\$ 1,304.41	\$ (66,236.49)	\$ 4,914.98	\$ 621,982.11
	<u>\$ 7,638,398.37</u>	<u>\$ 1,955,916.82</u>	<u>\$ (126,639.81)</u>	<u>\$ (2,592,879.84)</u>	<u>\$ 104,923.30</u>	<u>\$ 6,979,718.84</u>

Impact Fee History

FY19	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 3,961,068.79	\$ 1,167,542.90	\$ 159,078.65	\$ (49,781.15)	\$ 106,558.29	\$ 5,344,467.48
Parks	\$ 2,396,667.94	\$ 1,679,134.21	\$ 256,938.19	\$ (1,789,838.11)	\$ 62,481.17	\$ 2,605,383.40
Public Safety	\$ 621,982.11	\$ 449,719.24	\$ (1,304.41)	\$ (184,145.22)	\$ 15,282.60	\$ 901,534.32
	\$ 6,979,718.84	\$ 3,296,396.35	\$ 414,712.43	\$ (2,023,764.48)	\$ 184,322.06	\$ 8,851,385.20
FY20	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 5,344,467.48	\$ 1,308,239.53	\$ 10,901.89	\$ (98,806.50)	\$ 148,138.17	\$ 6,712,940.57
Parks	\$ 2,605,383.40	\$ 1,890,377.12	\$ 3,649.86	\$ (1,218,580.27)	\$ 65,077.75	\$ 3,345,907.86
Public Safety	\$ 901,534.32	\$ 507,537.88	\$ -	\$ (66,316.75)	\$ 15,845.31	\$ 1,358,600.76
	\$ 8,851,385.20	\$ 3,706,154.53	\$ 14,551.75	\$ (1,383,703.52)	\$ 229,061.23	\$ 11,417,449.19
FY21	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Streets	\$ 6,712,940.57	\$ 1,163,342.68	\$ 1,072,065.69	\$ (813,172.13)	\$ 57,873.25	\$ 8,239,126.26
Multi-modal*		\$ 46,076.20				
Parks	\$ 3,345,907.86	\$ 1,379,967.15	\$ (40,745.91)	\$ (1,002,435.33)	\$ 23,545.53	\$ 3,706,239.30
Public Safety	\$ 1,358,600.76	\$ 455,977.70	\$ 3,990.57	\$ (36,112.37)	\$ 4,057.94	\$ 1,786,514.60
	\$ 11,417,449.19	\$ 3,045,363.73	\$ 1,035,310.35	\$ (1,851,719.83)	\$ 85,476.72	\$ 13,731,880.16
FY22	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 8,193,050.06	\$ 1,675,872.41	\$ 2,328,405.00	\$ (6,640,222.82)	\$ (17,880.06)	\$ 6,192,508.46
Multi-modal*	\$ 46,076.20	\$ 607,207.67				
Parks	\$ 3,706,239.30	\$ 2,172,755.32	\$ -	\$ (1,352,400.57)	\$ (1,284.57)	\$ 4,525,309.48
Public Safety	\$ 1,786,514.60	\$ 449,464.22	\$ -	\$ (36,302.70)	\$ 4,833.20	\$ 2,204,509.32
	\$ 13,731,880.16	\$ 4,905,299.62	\$ 2,328,405.00	\$ (8,028,926.09)	\$ (14,331.43)	\$ 12,922,327.26
FY23	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 5,539,224.59	\$ 1,329,378.11	\$ 983,985.63	\$ (2,835,080.37)	\$ 9,702.21	\$ 6,291,036.46
Multi-modal*	\$ 653,283.87	\$ 610,542.42				
Parks	\$ 4,525,309.48	\$ 1,840,321.31	\$ 1,351,000.00	\$ (2,715,868.79)	\$ 79,895.92	\$ 5,080,657.92
Public Safety	\$ 2,204,509.32	\$ 342,064.78	\$ 751,571.45	\$ (1,035,991.09)	\$ 60,898.71	\$ 2,323,053.17
	\$ 12,922,327.26	\$ 4,122,306.62	\$ 3,086,557.08	\$ (6,586,940.25)	\$ 150,496.84	\$ 13,694,747.55

Impact Fee Summary - Copy.xlsx

		FY2024				
FY2023	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Roads	\$ 5,027,210.17	\$ 1,952,209.39	\$ 112,159.98	\$ (1,676,519.38)	\$ 487,071.99	\$ 7,866,401.05
Multi-modal*	\$ 1,263,826.29	\$ 700,442.61				
Parks	\$ 5,080,657.92	\$ 2,014,094.00	\$ -	\$ (1,776,385.99)	\$ 289,991.80	\$ 5,608,357.73
Public Safety	\$ 2,323,053.17	\$ 594,905.56	\$ -	\$ (57,571.67)	\$ 93,591.31	\$ 2,953,978.37
	\$ 13,694,747.55	\$ 5,261,651.56	\$ 112,159.98	\$ (3,510,477.04)	\$ 870,655.10	\$ 16,428,737.15

FY2024 Summary						
	Impact Fees	Other Revenues	Interest	Expenditures	Total	
Roads	\$ 17,241,422.68	\$ 7,055,846.03	\$ 1,642,510.44	\$ (20,037,647.00)	\$ 7,866,401.05	
Multi-modal*	\$ 1,964,268.90					
Parks	\$ 19,865,486.74	\$ 1,809,129.18	\$ 899,246.83	\$ (16,965,505.02)	\$ 5,608,357.73	
Public Safety	\$ 5,272,079.97	\$ 755,562.02	\$ 242,553.84	\$ (3,316,217.46)	\$ 2,953,978.37	
	\$ 44,343,258.29	\$ 9,620,537.23	\$ 2,784,311.11	\$ (40,319,369.48)	\$ 16,428,737.15	

Exhibit S-2

Budget Impact Fee Recon
FY2023

Roads	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Fund37	\$ 6,192,508.46	\$ 1,939,920.53	\$ 983,985.63	\$ (2,835,080.37)	\$ 9,702.21	\$ 6,291,036.46
(includes Multi-modal)						

Impact Fee Study	\$ 3,684.00
Traffic Study	\$ 214,621.00
Chase Rd BNSF RR Xing	71,803.79
Contracts/ Professional	9,243.95
Spokane and Prairie	106,811.17
Poleline and Cecil: Traffic control	103,389.30
Poleline/Spokane Roundabout	2,315,527.16
Seltice/Mullan Congestions Std	10,000.00
Total Street Projects	\$ 2,835,080.37

Parks	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Fund38	\$ 4,525,309.48	\$ 1,840,321.31	\$ 1,351,000.00	\$ (2,715,868.79)	\$ 79,895.92	\$ 5,080,657.92

Contracts/ Professional	30,535.90
Impact Fee Study	1,746.00
Land Acquisition	1,908,416.62
Sports Complex (Phase 1)	761,061.52
Black Bay	14,108.75
Total Parks Projects	\$ 2,715,868.79

Public Safety	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Fund35	\$ 2,204,509.32	\$ 342,064.78	\$ 751,571.45	\$ (1,035,991.09)	\$ 60,898.71	\$ 2,323,053.17

Land Acquisition	\$ 999,784.39
Impact Fee Study	1,746.00
Transfer to Fund 008	34,460.70
Total Pulic Safety Pojects	\$ 1,035,991.09

Budget Impact Fee Recon
FY2024

Roads	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Fund37	\$ 5,027,210.17	\$ 1,952,209.39	\$ 112,159.98	\$ (1,676,519.38)	\$ 487,071.99	\$ 7,866,401.05
(includes Multi-modal)	\$ 1,263,826.29	\$ 700,442.61				
			Impact Fee Study	\$ 14,440.45		
			Traffic Study	\$ 165,941.00		
			Chase Rd BNSF RR Xing	60,251.66		
			Contracts/ Professional	1,110,175.91		
			Spokane and Prairie	188,710.56		
			Prairie and Zorro Roundabout	136,999.80		
			Total Street Projects	\$ 1,676,519.38		
Parks	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Fund38	\$ 5,080,657.92	\$ 2,014,094.00	\$ -	\$ (1,776,385.99)	\$ 289,991.80	\$ 5,608,357.73
			Contracts/ Professional	19,443.24		
			Sportsfields	(52,486.43)		
			Impact Fee Study	14,440.46		
			Black Bay	1,794,988.72		
			Total Parks Projects	\$ 1,776,385.99		
Public Safety	Beginning Bal.	Impact Fees	Other Revenues	Expenditures	Interest	Total
Fund35	\$ 2,323,053.17	\$ 594,905.56	\$ -	\$ (57,571.67)	\$ 93,591.31	\$ 2,953,978.37
			Impact Fee Study	23,110.97		
			Transfer to Fund 008	34,460.70		
			Total Pulic Safety Pojects	\$ 57,571.67		

Exhibit S-4

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 11/3/2025**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl, Utility Manager
SUBJECT: Drinking Water Division Annual Report

ITEM AND RECOMMENDED ACTION:

Staff will provide an overview of activities completed by the Water Division covering the previous fiscal year. No action requested.

DISCUSSION:

Staff will provide a report covering the routine and emergency operations completed by the Drinking Water Division over the previous year.

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. 20251103 Council Presentation 2025 Water System Annual Report compress

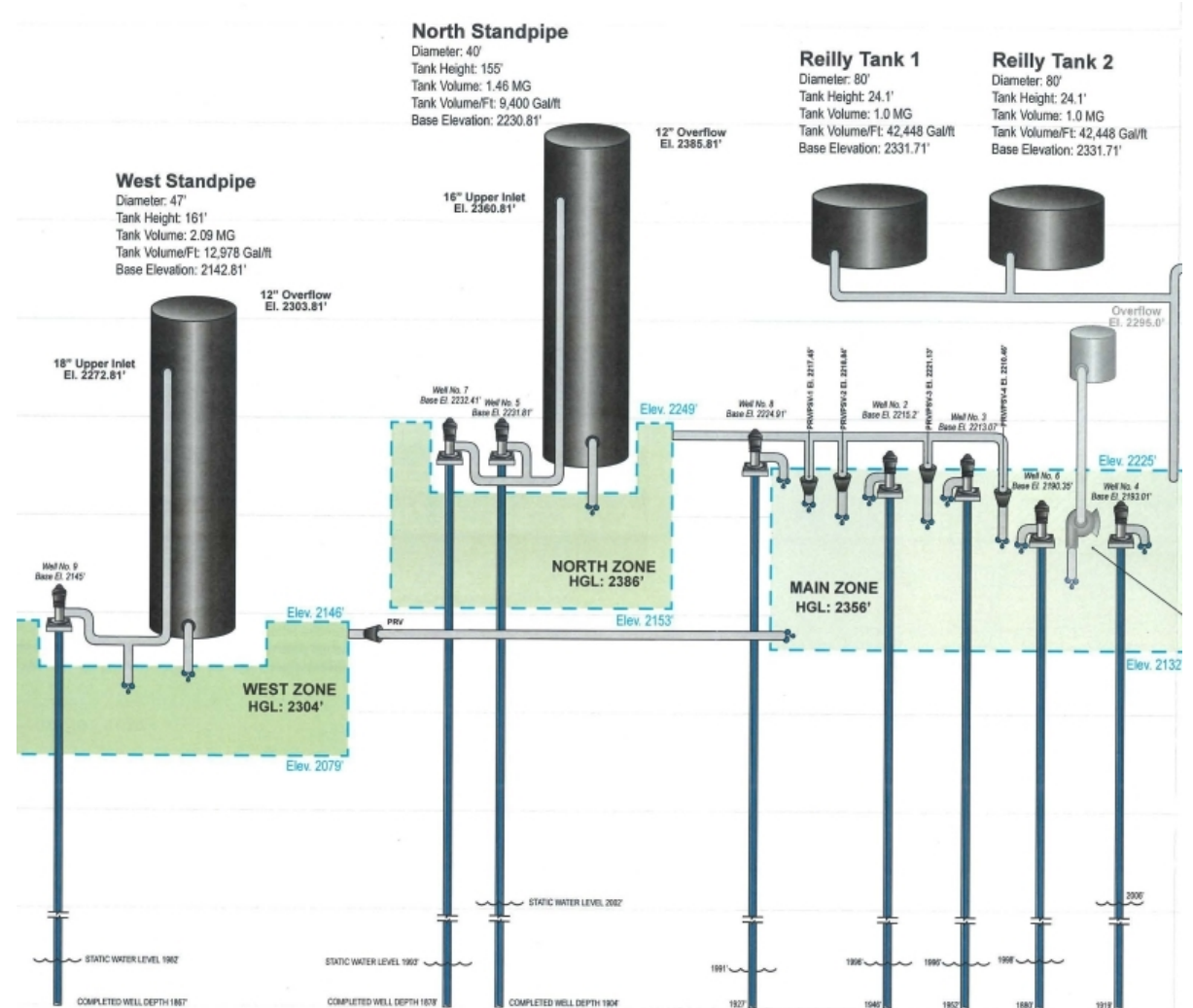
Annual Drinking Water System Report

Craig M. Borrenpohl
Utilities Manager
November 3, 2025



Drinking Water System Basics

- 9 team members within the water division
- 10 active wells
- 4 active reservoirs
- 128 miles of water line



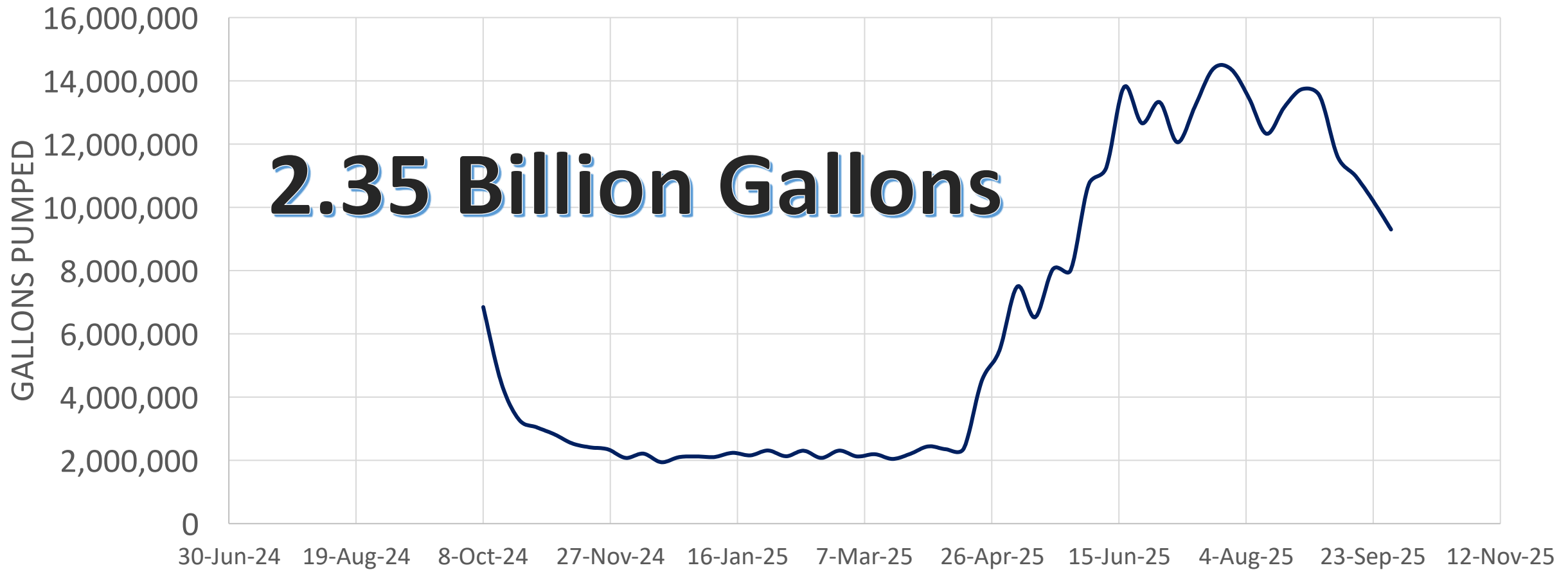
Well Production

DAILY PUMPING AVERAGE - ALL WELLS



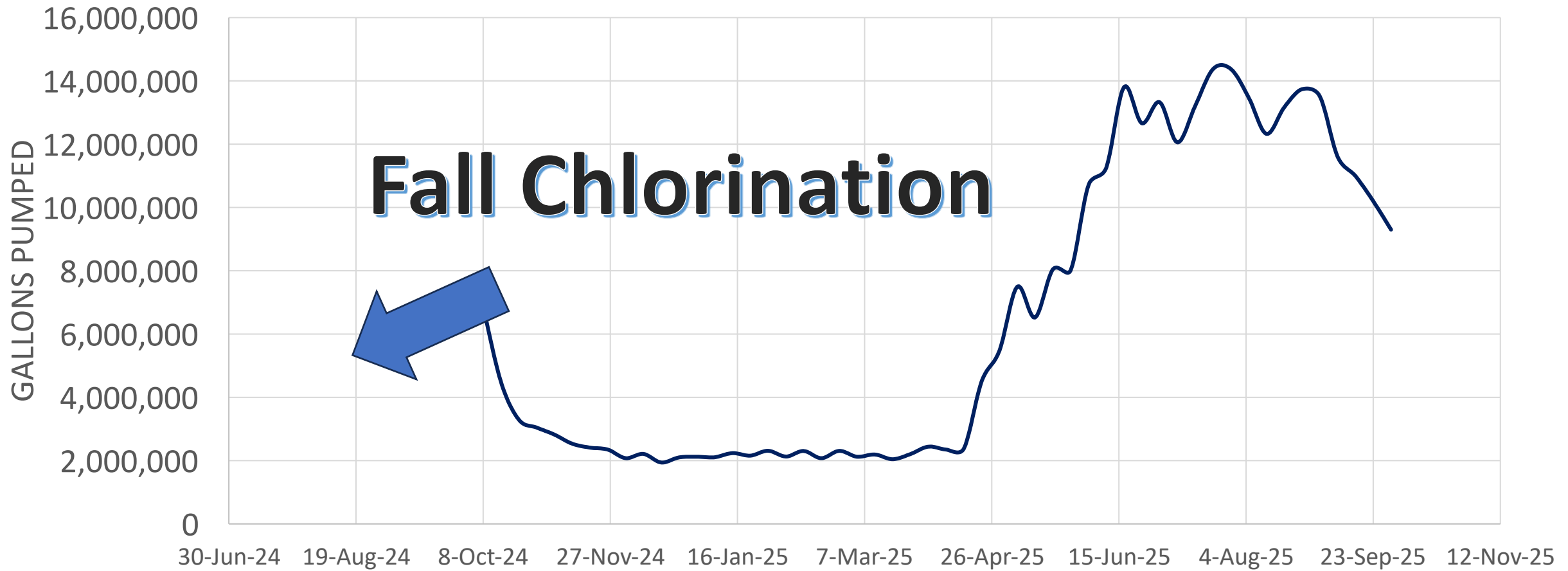
Well Production

DAILY PUMPING AVERAGE - ALL WELLS



Well Production

DAILY PUMPING AVERAGE - ALL WELLS

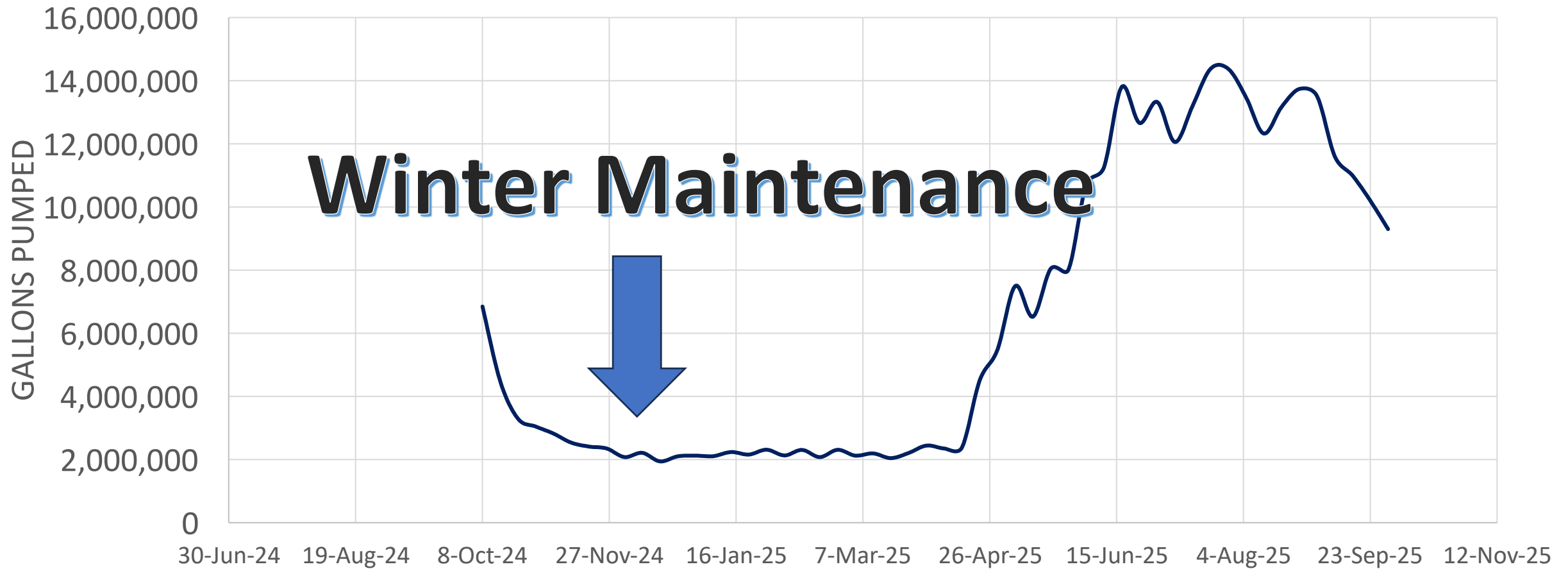


System Chlorination



Well Production

DAILY PUMPING AVERAGE - ALL WELLS



Well House Maintenance



Generator Maintenance

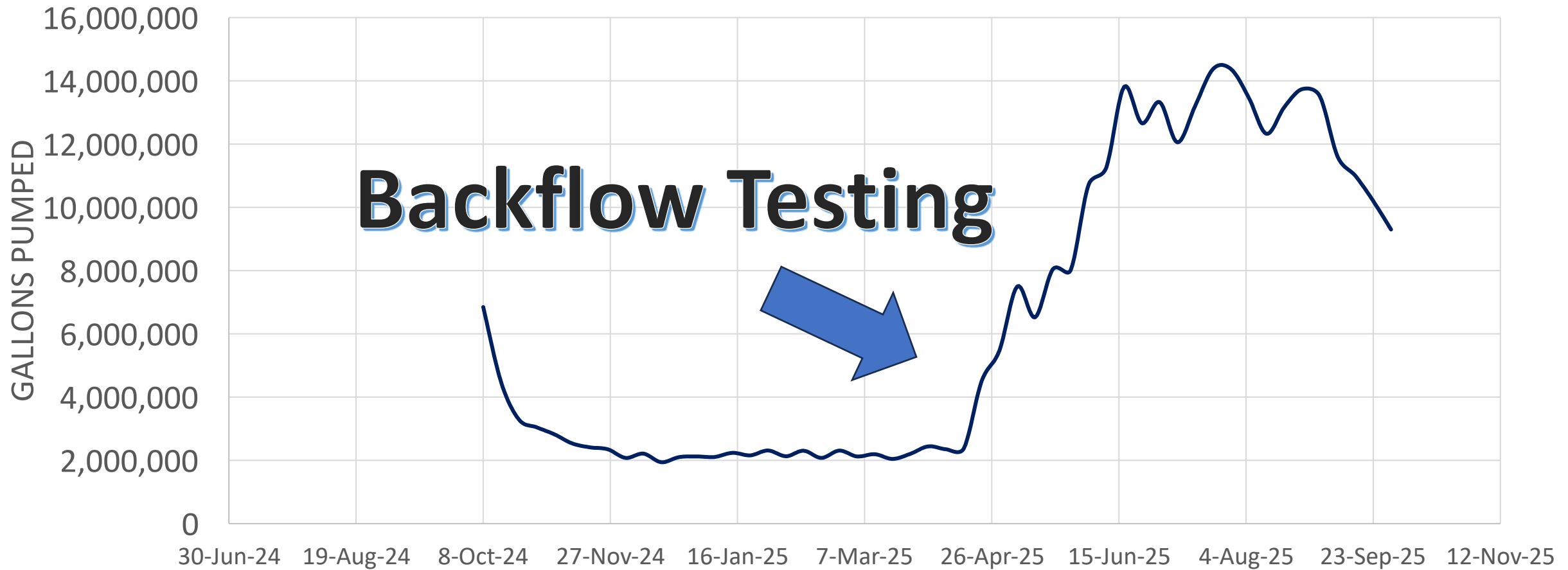


Well House Emergency Generators



Well Production

DAILY PUMPING AVERAGE - ALL WELLS



Backflow Assembly Testing

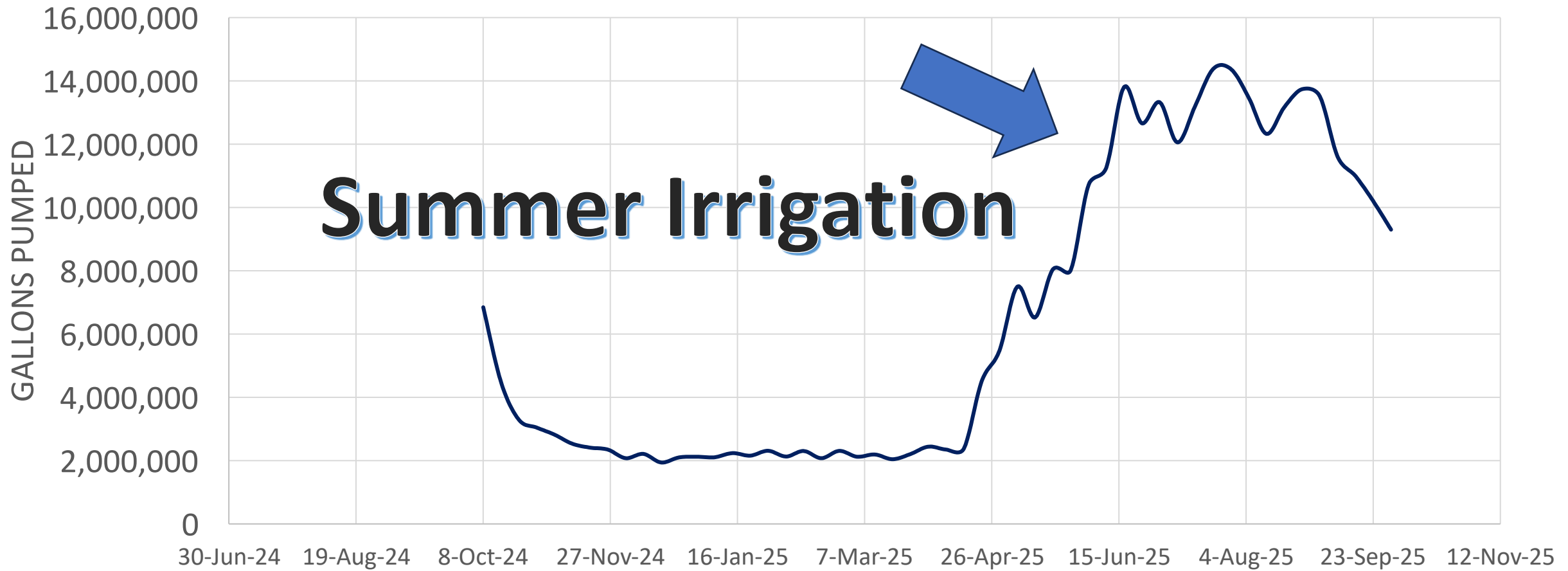
Backflow: Undesirable reversal of water flow which can allow contaminated water to flow back into the drinking water supply.

- Backflow prevention assemblies required on irrigation systems, fire sprinklers, some commercial connections to protect the drinking water supply.
- Annual assembly testing required.

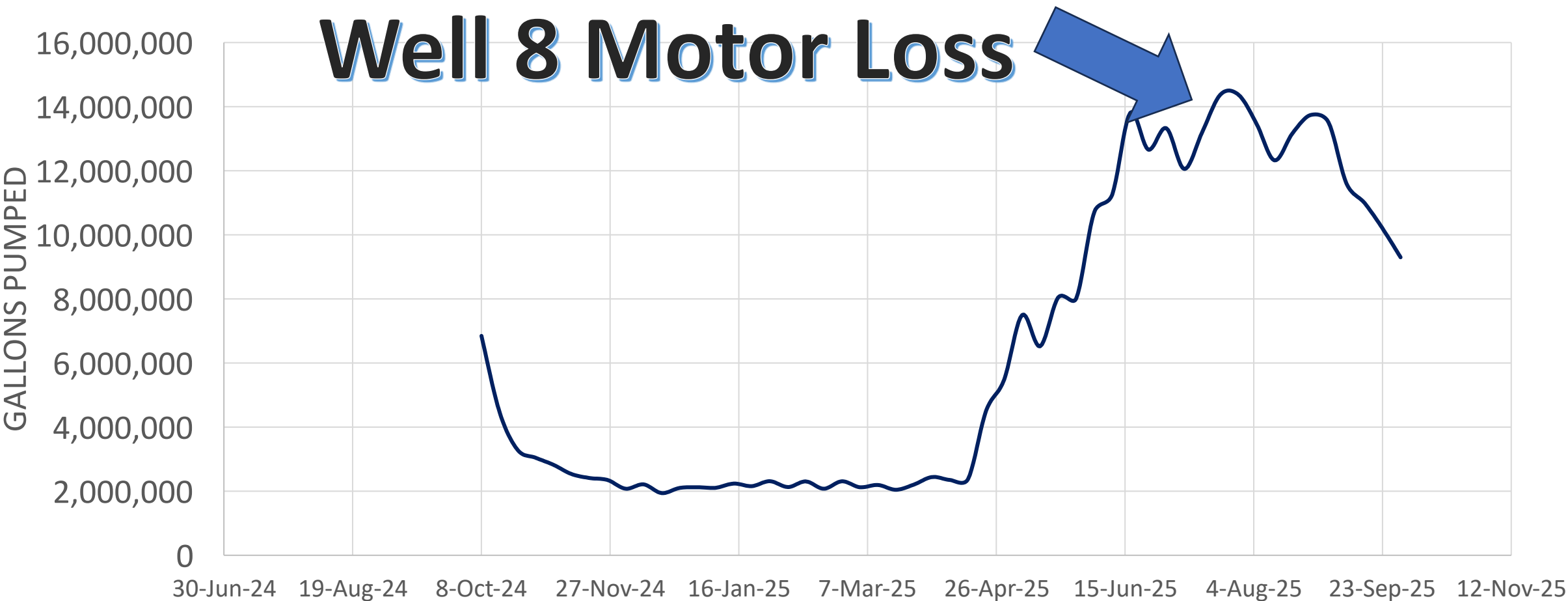


Well Production

DAILY PUMPING AVERAGE - ALL WELLS



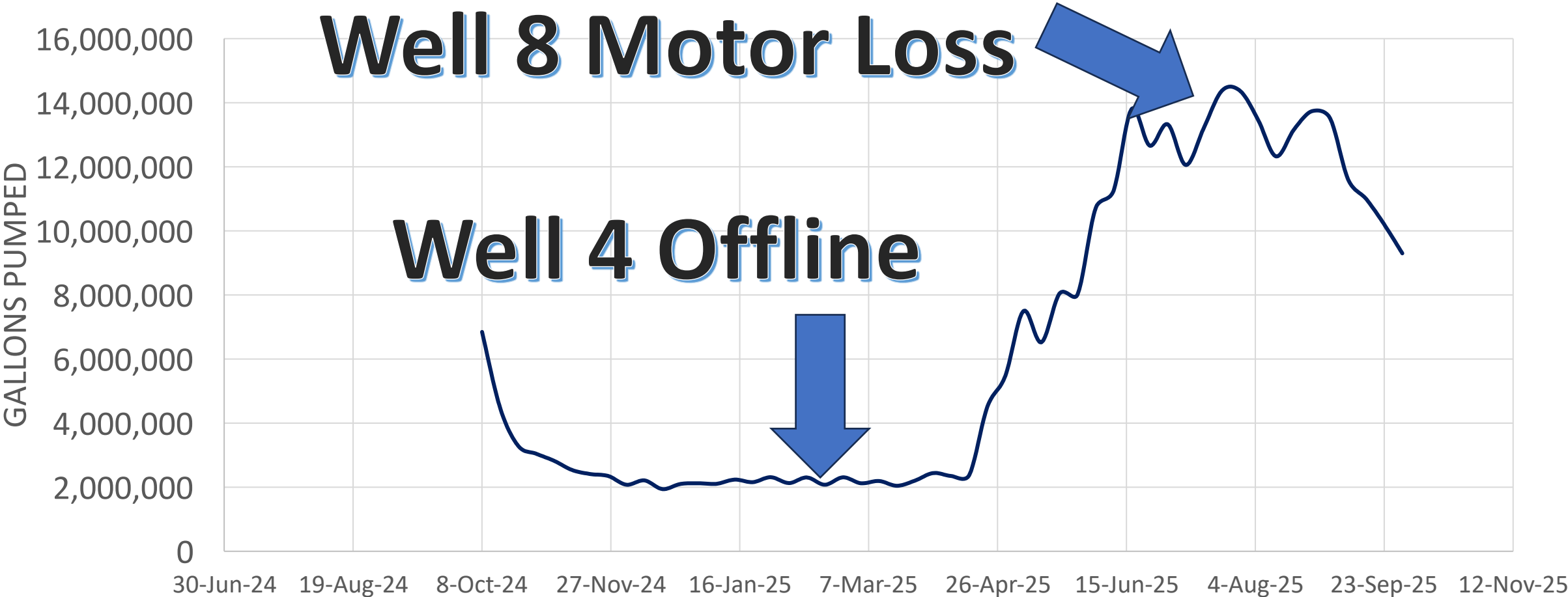
July 2025 Well 8 Motor Issue



Well 8 – Chase Sports Field Complex



July 2025 Well 8 Motor Issue



Well 8 Motor Replacement

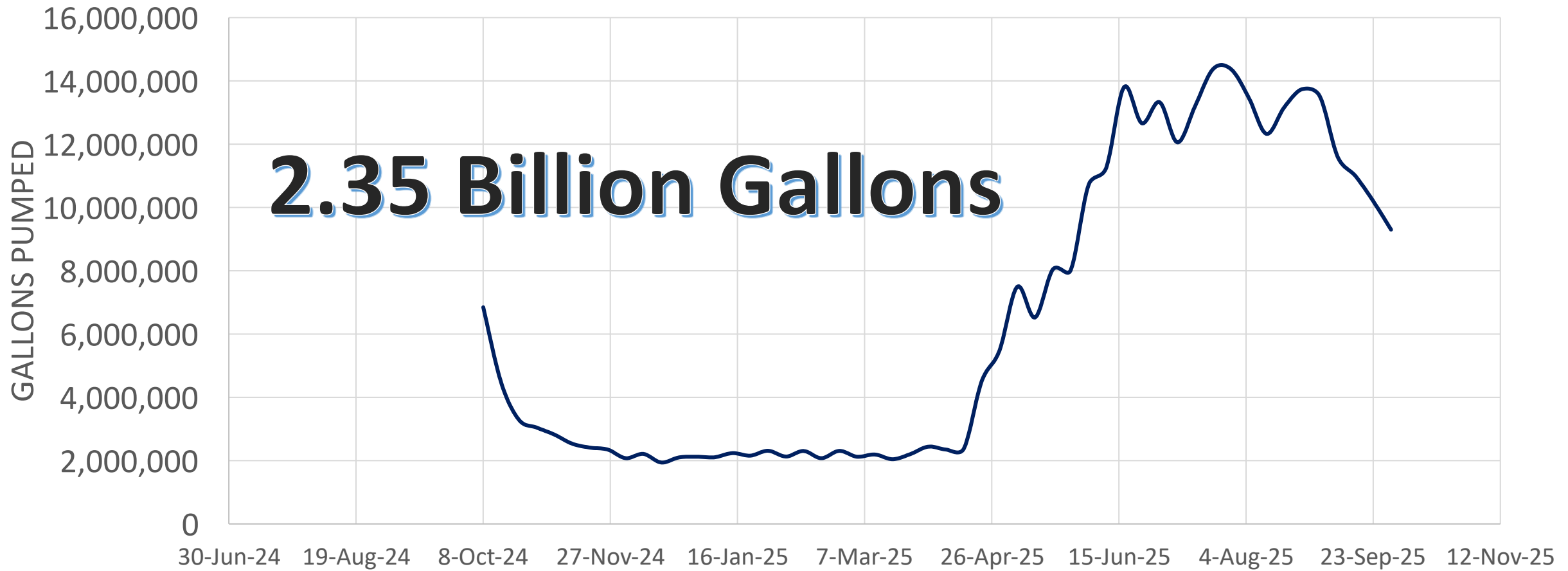


Water Conservation Measures

- Post Falls City Code 13.12.030 Irrigation and Outside Watering
 - Irrigation prohibited from twelve o'clock (12:00) noon to six o'clock (6:00) P.M.*
- City requests limiting irrigation to:
 - Monday, Wednesday, Friday for odd numbered addresses
 - Tuesday, Thursday, Saturday for even numbered addresses
- Future system design takes into account historic usage patterns.
- System must be designed to meet peak flows and fire flow.

Well Production

DAILY PUMPING AVERAGE - ALL WELLS



Questions

