



**CITY COUNCIL
MEETING AGENDA**

**April 5, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

Topic: Economic Forecast – Sam Wolkenhauer, Idaho Department of Labor

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Nathan Ziegler, Joe Malloy, Josh Walker, Lynn Borders, Kenny Shove

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- a. Proclamation – Fair Housing Month
- b. Proclamation – Telecommunicators Week

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 – March 15, 2022 City Council Meeting
- b. Payables – March 8, 2022 – March 28, 2022
- c. Angel Clark Development Agreement and Reasoned Decision
- d. Crown Pointe Regrading-Masuen Consulting Design Contract
- e. Hughes Annexation Legislative Decision of Denial
- f. IT Department Request to Dispose of Computers

- g. Pretreatment Sampling Agreement with Burly Products
- h. Purchase Order with K&N for Water Reclamation Facility Gearbox Rebuild
- i. Parks Department Request to Surplus Fencing and Concrete Blocks
- j. River City Center Subdivision Master Development Agreement
- k. Nicholson Commercial Center Subdivision Plat Application
- l. Purchase of Britespan Covered Storage Building by the Street Department
- m. Prairie Avenue & Idaho Street Roundabout – City's share of Cost
- n. Stockwell Annexation Reasoned Decision
- o. E-Z Frame Commercial Project Construction Improvement Agreement
- p. Prairie Avenue Grant of Right-of-Way for Lassan Annexation Correction

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. Title 18 Housekeeping Ordinance Text Amendment TA-0001-2022
- b. Title 18 Alternative Compliance Ordinance TA-0003-2022

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 Tertiary Improvements Change Order with Sletten Construction
- b. American Rescue Plan Act (ARPA) Decision on Funds
- c. Ordinance – Angel Clark Zone Change
- d. Ordinance – Parking Code Update

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. Corbin Lift Station, Engineering Services Contract with Welch Comer Engineers
- b. Purchasing Cards

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. Impact Fee 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 ITEM (To enter into executive session only):

Idaho Code 74-206(1)(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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 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: Kerri Thoreson, Nathan Ziegler, Joe Malloy, Josh Walker, Lynn Borders, Kenny Shove

Mission

The City of Post Falls mission is to provide leadership, support common community values, promote citizen involvement and provide services which ensure a superior quality of life.

Vision

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and

environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

“Where opportunities flow and community is a way of life”

Calendar of Meetings & Event

| | | |
|--------|----------|--|
| Apr 5 | 5:00 pm | <u>City Council Workshop – Economic Forecast</u> |
| Apr 5 | 6:00 pm | <u>City Council</u> |
| Apr 12 | 5:30 pm | Planning & Zoning Commission |
| Apr 15 | | Tax Day |
| Apr 16 | 1:00 pm | Easter Egg Hunt |
| Apr 17 | | Easter |
| Apr 19 | 5:00 pm | <u>City Council Workshop – Future Staffing Plans</u> |
| Apr 19 | 6:00 pm | <u>City Council</u> |
| Apr 21 | 9:00 am | Urban Renewal Agency |
| Apr 26 | 6:00 pm | Parks and Recreation Commission |
| Apr 30 | 10:00 am | Community Recycle Day |
| May 3 | 6:00 pm | <u>City Council</u> |
| May 8 | | Mother’s Day |
| May 10 | 5:30 pm | Planning & Zoning Commission |
| May 17 | 5:00 pm | <u>City Council Workshop – FY2023 Budget</u> |
| May 17 | 6:00 pm | <u>City Council</u> |
| May 19 | 9:00 am | Urban Renewal Agency |
| May 24 | 6:00 pm | Parks and Recreation Commission |
| May 30 | | Memorial Day |

Post Falls City Council Meeting

April 5th, 2022

Council Agenda Memorandum

TO: Mayor Ron Jacobson
Council President Kerri Thoreson
Councilors Josh Walker, Joe Malloy,
Nathan Ziegler, Lynn Borders, Kenny Shove
Legal Counsel Warren Wilson

FROM: Shelly Enderud, City Administrator

CC: Department Heads

Workshop: Economic Forecast – Sam Wolkenhauer, Idaho Department of Labor

Ceremonies, Announcements, Appointments, Presentation

- a. Proclamation – Fair Housing Month
- b. Proclamation – Telecommunicators Week

1. Consent Calendar

- c. Angel Clark Development Agreement and Reasoned Decision – The Planning Division requests approval of the Development Agreement and Reasoned Decision for the Angel Clark Zone Change. The zone change for the 4.2 acre property from Single-Family Residential (R1) to Community Commercial Services (CCS) was approved at the Council public hearing on February 1, 2022. If approved, the Mayor shall sign the provided documents.
- d. Crown Pointe Regrading Masuen Consulting Design Contract – Parks Manager Bryan Myers requests approval of the contract with Masuen Consulting for Technical Landscape and Irrigation Design Services for Crown Pointe Park. The contract will help the Parks Department address issues with the park's grading and irrigation. Total fiscal impact is \$8,100 to be paid from the Parks budget. If approved, the Mayor will sign the contract.
- e. Hughes Annexation Legislative Decision of Denial – The Planning Division requests approval of the Hughes Annexation Legislative Decision of Denial document. At the March 15, 2022, Council public hearing, the annexation request was denied. Upon approval of the document, the Mayor shall sign it.
- f. IT Department Request to Dispose of Computers – The IT Department requests approval to surplus for disposal computers that have exceeded their useful life with the City. Upon approval from Council, the computers will be dismantled for useful spare parts, wiped clean of city information, and disposed of.

- g. Pretreatment Sampling Agreement with Burly Products – Utility Manager Craig Borrenpohl requests approval of the agreement with Burly Products for pretreatment sampling services. The proposed agreement will allow for the City's trained staff to collect and transmit samples to a contract laboratory on behalf of Burly Products to alleviate their difficulties in obtaining valid sample results. The City's fee schedule allows for reimbursement for sampling costs thereby eliminating any additional expense to the City for completing the sampling. If approved, the Mayor will sign the agreement.
- h. Purchase Order with K&N for Water Reclamation Facility Gearbox Rebuild – Utility Manager Craig Borrenpohl requests approval for a purchase order with K&N to complete repairs on a Water Reclamation Facility oxidation ditch gearbox. The repair quote outlines a full rebuild and warranty for the gearbox. Total fiscal impact is \$99,824 to be paid with Water Reclamation Facility Replacement Funds. If approved, the Mayor will shall sign the purchase order.
- i. Parks Department Request to Surplus Fencing and Concrete Blocks – Parks Planner Robbie Quinn requests approval to surplus 600 feet of chain-link fencing mesh and 550 concrete blocks. The supplies have been stored for over five years and Parks does not have a use for them in the foreseeable future. Upon Council approval, the surplus will be auctioned.
- j. River City Center Subdivision Master Development Agreement – The Planning Division requests approval of the MDA for the abovementioned subdivision. The applicant has requested to subdivide 14.4 acres into 6 commercial lots. The request was approved at the January 26, 2022, Planning and Zoning Commission hearing. If approved, the Mayor will sign the agreement.
- k. Nicholson Commercial Center Subdivision Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor shall sign the documents.
- l. Purchase of Britespan Covered Storage Building by the Street Department – Maintenance Manager Ross Junkin requests approval of a contract with Greystone Construction for the purchase of materials to construct a 65'x80' structure. The City will use in-house labor thus saving about \$37,000 on the total cost to build the storage building. The structure will be used to house snow and ice materials from inclement weather. Total fiscal impact is \$85,770.
- m. Prairie Avenue and Idaho Street Roundabout, City's Share of Cost – Assistant City Engineer Rob Palus requests authorization to pay the Post Falls Highway District for the City's one-quarter amount of matching funds associated with the design and construction of the roundabout at Prairie Avenue and Idaho Street. The roundabout is primarily funded through grant dollars from the Federal Local Highway Safety Improvement Project. Total fiscal impact is \$27,322.
- n. Stockwell Annexation Reasoned Decision – The Planning Division requests approval of the annexation decision document. The 5 acre property with a zoning designation of Single-Family Residential (R-1) zoning is located south of Prairie Avenue between North Howell Road and North Chase Road. The annexation was approved at the March 15,

2022, Council public hearing. If Council accepts the Reasoned Decision, the Mayor shall sign the documents.

- o. E-Z Frame commercial Project Construction Improvement Agreement – The Engineering Division requests approval of the CIA for the abovenamed project. The agreement sets forth the typical expectations and responsibilities for the City and the developer. If approved, the Mayor will sign the documents.
- p. Prairie Avenue Grant of Right-of-Way for Lassan Annexation Correction – The Planning Division requests approval of the corrected Grant of Right-of-Way for the Lassan Annexation on Prairie Avenue. There was a minor issue with the legal description that has been corrected in this document. If approved, the Mayor shall sign the corrected documents.

2. Public Hearings

- a. Title 18 Housekeeping Ordinance Text Amendment TA-0001-2022 – The Planning Division is requesting changes to Title 18 of the city code. Amendments include setbacks in the PR zone, requiring special use permits for RV Parks in Industrial zones, fencing height standards exemptions for sports/recreation facilities, building entrance orientation, parking stall standards, and other housekeeping type updates. This draft ordinance includes recommendations by the Planning and Zoning Commission from their meeting on February 22, 2022. After comment and discussion, if the changes are accepted, an ordinance formalizing the amendment will return at a future meeting.
- b. Title 18 Alternative Compliance Ordinance TA-0003-2022 – The Planning Division is requesting amendments to Title 18 of the city code, specifically Section 18.20.110: Administrative Procedures. The change would add Section 18.20.155: Alternative Compliance. This draft ordinance includes recommendations by the Planning and Zoning Commission from their meeting on March 8, 2022. After comment and discussion, if the changes are accepted, an ordinance formalizing the amendment will return at a future meeting.

3. Unfinished Business

- a. Water Reclamation Facility Tertiary Improvements Change Order with Sletten Construction – Project Manager Andrew Arbini requests approval of the Change Order with Sletten Construction and its electrical sub-contractor Colvico, Inc. to install an alternative power feed and supporting equipment for the construction of the Tertiary Improvements at the Water Reclamation Facility. The change is necessary due to recent significant cost increases in electrical equipment. Those increases spurred Colvico to propose an alternate design for the primary power feed in the WRF which will ultimately result in operational benefits and eliminate a complicated plant-wide electrical shut down and extended operation on temporary power. Total fiscal impact is \$459,954.55 which will be paid from the Water Reclamation Tertiary Improvements project budget. If approved, the Mayor will sign the change order.
- b. American Rescue Plan Act (ARPA) Decision on Funds– City Staff request direction on ARPA funds in a continuation of the conversation from the March 15, 2022, Council

Workshop. Council may accept the funds or return them to the US Treasury for reallocation. If the funds are accepted, Council should direct staff to use the funds as presented or alter the recommended uses.

- c. Ordinance: Angel Clark Zone Change – This ordinance formalizes the zone change approved at the February 1, 2022, Council public hearing. Council may adopt the ordinance or take no action.
- d. Ordinance: Parking Code Update – This ordinance formalizes the changes to the City’s parking code presented at the March 15, 2022, Council meeting. Council may adopt the ordinance or take no action.

4. New Business

- a. Corbin Lift Station Engineering Services Contract with Welch Comer Engineers – Project Manager Andrew Arbini requests approval of the contract with Welch Comer for the design and construction services for the Corbin Lift Station replacement. The original lift station was built in 1987 and needs modernization to meet the long-term operational needs of the collection basin it serves. The design will replace the existing facility and add a new control building, odor control improvements, and new overflow storage adjacent to the existing facility. This agreement includes a task item to specify and pre-purchase three critical pieces of equipment prior to construction bidding due to current supply chain issues. Total fiscal impact is \$363,405. If approved, the Mayor will sign the contract.
- b. Purchasing Cards – The Finance Department requests approval to change the City’s purchasing card company to Bank of America, “piggy backing” on the State’s contract with them. Currently, there are approximately 150 purchasing cards issued to city employees. The service doesn’t cost the City of Post Falls a specified amount, however these companies make money on the city using these purchasing cards.

6. Administrative / Staff Reports

- a. Impact Fee Report – Planning Manager Jon Manley will present this report.

Executive Session

- a. Idaho Code 74-206(1)(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.



**CITY COUNCIL
MEETING MINUTES**

**March 15, 2022
6:00 PM**

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

WORKSHOP – 4:30 pm City Council Chambers

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Nathan Ziegler, Joe Malloy, Josh Walker, Lynn Borders, Kenny Shove - **Present**

Topic: American Rescue Plan Act (ARPA) Funds Discussion.

Shelly Enderud, City Administrator presenting: The City of Post Falls will receive an estimated total of \$7,797,234. Half of the funds were received in FY 2021 and the last half will be received in FY 2022. The State of Idaho is accepting the funds. Governor Little said, “Rejecting the funds would mean Idaho gives up our say in how our allocated share gets spent”. Rejected funds will be reallocated and not reduce costs to City taxpayers. There is no language in the Final Rule that ties the City to any future mandates. Staff recommends accepting the funds for high priority projects that are intended to be paid by taxpayer and rate payer funds. This will help reduce the future tax and rate burdens. The funds can be used to cover costs from March 3, 2021, forward. Funds must be obligated by December 31, 2024, and the projects must be completed by December 31, 2026. The City’s Finance Department will provide the appropriate reporting for any use of ARPA funds. A website procedure has been provided for reporting. The CARES Act reporting was much more complicated than ARPA, and the City Finance Department received accolades from the State auditor in how we reported those funds. The reporting process is tiered by size of city. Post Falls is only required to submit an annual report on the use of funds. A single audit is required anytime the City receives more than \$750,000 in Federal Funds. Projects the City would like to use to funds to help fund are as follows:

1. Modernization of Cyber Security \$1.052 to \$1.5 million
2. Wastewater Contingency for Current Projects \$1 million
3. Facilities Master Plan Funding \$1.4 to \$5.1 million
4. Montrose Ball Fields \$800,000
5. Landings Development Project Completion \$551,000
6. Seltice Way Street Reconstruction \$2.45 million

The City does have the authority to set up a Non-Profit Grant program for the ARPA funds. If the Council chooses to use any of the funds for this option, staff recommends the City hires a company who specializes in administering these types of grants to ensure fairness and all regulations are met and that the agency’s headquarters would be located in the City of Post Falls.

The next step would be for the City Council to direct staff to either accept or reject the ARPA funds. If the funds are accepted Council should direct staff how they would like to funds to be used. If the funds are rejected, they will be returned for reallocation.

Public Comment

In Favor of accepting the funds:

Dena Naccarato (Post Falls)

Opposed to accepting the funds:

Sarah Richards (Post Falls)

William Lee (?)

Thomas Shafer (Hayden)

Kendra Martin (Naples)

Cheryl Bersch (Post Falls)

Richard Mosetick (Post Falls)

Lynda Putz (Hayden)

ACTION ITEM

- a. American Rescue Plan Act (ARPA) Discussion and Decision on Funds Acceptance or Rejection

Motion by Malloy to table this item to the next City Council Meeting.

Second by Ziegler.

Vote: Shove-Aye, Borders-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye, Thoreson-Aye

Motion Carried

The vote on this item will be on the April 5th City Council Agenda.

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Nathan Ziegler, Joe Malloy, Josh Walker, Lynn Borders, Kenny Shove - **Present**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- a. I want to acknowledge and give recognition to one of our own for being named Permit Tech of the Year by the Idaho Association of Building Officials. Heidi Varney has been with the City for approximately 5 years and has been an incredible asset to the Community Development Department and Building Division. She is always ready to assist anyone that walks through the doors or calls City Hall, even if it's a question outside of her wheelhouse. Her willingness to not only help the public, but her fellow coworkers, is recognizable on its own. For a state organization to select her out of all the permit technicians throughout the State of Idaho speaks volumes about her work ethic and dedication to her position. Heidi is on the board of several associations related to the building industry, including ECAP (Energy Circuit Writer Program), NICE (North Idaho Code Enforcers) and the Permit Technician Board to name a few. Her representation of the City of Post Falls within those organizations is highly valued. We are extremely proud of her and proud to have her as a member of the team. Congratulations Heidi!

- b. 2021 Annual Report of the Post Falls Urban Renewal Agency

Joseph John, Executive Director presenting: This annual report is required under Idaho Code 50-20 Urban Renewal Law, Chapter 2006 (c). The purpose is to report activities for the preceding calendar

year to City Council by March 31st of the year. The current Urban Renewal Districts are Post Falls Technology, East Post Falls, Pleasant View, Expo, Center Point, and Downtown. The Center Point, Expo, and Technology Districts all have proponent developers who build public infrastructure and pay for it up front. The risk lies solely on them to bring in new businesses which result in increased property values and tax increment. Increment collected by the County is remitted on a monthly basis to the Agency and we reimburse the proponent in February and August. Increment being collected in the East Post Falls district is funding sewer improvements, funding road intersection improvements, and provided for the early payoff of the Greensferry Overpass in November, saving \$51K in interest payments.

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – March 1, 2022, City Council Meeting
- b. Payables – February 22, 2022 – March 7, 2022
- c. Contract with Asphalt Pro’s for Parks Trail & Parking Lot Sealcoat & Stripe
- d. Elm Place Subdivision Master Development Agreement
- e. January Cash and Investment Report from Finance Department
- f. Legal Services Case Management Software
- g. Release of Obligation Constrained in Subdivision Development Agreement from the Expo at Post Falls Subdivision

Motion by Malloy to accept the Consent Calendar as presented.

Second by Borders.

Vote: Shove-Aye, Borders-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye, Thoreson-Aye

Motion Carried

2. PUBLIC HEARINGS

There are generally two types of public hearings. In a legislative hearing, such as adopting an ordinance amending the zoning code or Comprehensive Plan amendments, the Mayor and City Council may consider any input provided by the public. In quasi-judicial hearings, such as subdivisions, special use permits and zone change requests, the Mayor and City Council must follow procedures similar to those used in court to ensure the fairness of the hearing. Additionally, the Mayor and City Council can only consider testimony that relates to the adopted approval criteria for each matter. Residents or visitors wishing to testify upon an item before the Council must sign up in advance and provide enough

information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for submission of information from City staff, then presentation by the applicant (15 min.), followed by public testimony (4 min. each) and finally the applicant's rebuttal testimony (8 min.). Testimony should be addressed to the City Council, only address the relevant approval criteria (in quasi-judicial matters) and not be unduly repetitious.

ACTION ITEMS:

- a. Hughes Annexation ANNX-0010-2021

Public Hearing opened at 5:14 pm.

Staff Report

Jon Manley, Planning Manager presenting: the Applicant is Ace Solutions, LLC and the Owner is Hughes Trust. The requested action is to approve the requested annexation with the recommend Residential Mixed (RM) zoning associated with the 103 acres annexation request into the City of Post Falls. The proposed plan includes approximately 15 acres used as commercial/multi-family, approximately 10 acres as single-family/twin homes, and approximately 12 acres as single-family/private school. RM commercial uses are more limited than you typical commercial zoning, but you see them as being more neighborhood centric, a place you would go for the convenience if you lived near there. There are conditions of approval calling lot widths and some design standards. Proposing to remove condition 5.2.4. with regards to driveway approaches as our code now encompasses language and is no longer needed in the development agreement. There is a condition for open space development, owner agrees that no more than 50% of the property's gross area may be platted or otherwise developed until 50% of the required open space has been completed with no more than 85% developed until the required open space has been completed. The request is consistent with the current surrounding uses and the Future Land Use Map. They are within the 41 North focus area which focuses on provisions for multi-family, commercial, and tech uses near the higher classified roadways; development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail. The request is also consistent with the Goals and Policies found within the Comprehensive Plan. The commercial and multi-family is being proposed along the Principal Arterial Road, Prairie Ave. also Fennecs Rd. and Myer Rd. are both major collectors. As you move south from Prairie Ave. and east from Highway 41 you are transitioning away from those higher intense urban corridors. The Industrial criteria is not applicable as the request is for the residential mixed.

Applicant

Roger Glasser, Ace Solutions: The Hughes Family has been on this property for decades. The development agreement has been signed by the family. We are requesting Residential Mixed Zoning because it will give a good mix. The owners want to create a community. The park will be private and maintained by the homeowner's association. Currently the Hughes farm has a large irrigation well on the property. At annexation, Ross Point Water will gain the use of the well and the water rights will be turned over to them.

Mark Hughes: Representing the Hughes Family: What does the city get. We have a vision. We are very focused to create a community with a variety in housing. There will be a fountain in the park. Green spaces will be spread throughout the development. It will be a gem.

Testimony

In Favor

Mike Bennier (3560 N Myer Rd): I am in favor of the Hughes Annexation conditional on Killdeer continuing east bound to Meyer without jogging to the southern boundary with Foxtail. If Killdeer is built in the draft proposal, nighttime drivers will be headed due east will be headed towards my front

door, kitchen, and dining room windows. If Killdeer is not moved, I would ask the city to direct Mark Hughes to work with me to build/landscape to mitigate light pollution and safety concerns.

Neutral

None

In Opposition

Tamie Bremer (3688 E Hope Ave): My concern is with goal #3 “the Post Falls small charm and beauty”. The green space is less than 10%. With the mix of commercial and residential what stops this from being, in the future, further subdivided into apartments. It is a slippery slope.

Bob Flowers (3914 E Maplewood Ave): There is no rule that says you have to annex this into the City. We should get rid of the RM zoning. High Density Residential and Commercial. Do not give them an RM zoning. The city does not have to take in more land. The city needs to take care of what they already have.

Howard Burns (502 S Rocky Pt Ct): Having a farm is tough today. Show us your lot sizes and house sizes then ask for annexation. No guessing. What will the city look like driving east?

Seth Pommerening (1241 E Mesquite): Keep farmland as farmland. This is not what the late owner (Fran) would have wanted for this land.

Rebuttal

Mark Hughes: With the RM zoning our hands are tied with the amount of multi-family and commercial we can put in. we are not the big city developer. We have owned this land for half a century. At an annexation hearing we do not get into a lot of the detail until the subdivision hearing. We are absolutely committed to creating a vibrant living space for families.

Public Hearing closed at 7:11 pm.

Discussion

Malloy: The project looks great. But we have a Highway 41 project that is going in still with the interchange construction starting this spring. Prairie is not slated for expansion till 2028. Any high-density development feeding into the Highway 41 corridor, I wonder if it is too soon. I think we need to have the infrastructure in place before these are built. There is a need for the housing but not until the infrastructure catches up. It’s the right project but not the right time.

Walker: I agree with a lot of what was said, and timing is not right.

Thoreson: There is no way around the Highway 41 construction. I think it is a great project, but it is just timing.

Shove: I do have a problem with the plan not being laid out well. There is a lot of “we want to do” but we do not get to see the plans. I would like to see more of what the plan is before we approve it. also, the roads are a concern.

Borders: I like the development itself and the zoning. My biggest concern is the property around it is in question. Prairie is not till 2028. Until we get 41 done, until we get more action on the property to the west. It’s a timing and access issue.

Ziegler: The only thing I would add is I like the idea of it, I do not like the zoning. To me it doesn’t fit the transnational designation we have for that area.

Mayor: I think the project is good. There is some merit to some RM zoning. My big issue is timing.

Malloy: Mr. Burns mentioned he would like to see plots, elevations, and lot lines. The issue with that is the developer would have to spend hundreds of thousands of dollars in design costs and to have us say no. That is a pretty heavy burden for a developer. That is why we see bubble maps at this point.

Motion by Malloy to deny the Hughes Farm Annexation.

Second by Walker.

Vote: Ziegler-Aye, Walker-Aye, Thoreson-Aye, Shove-Aye, Malloy-Aye, Borders-Aye

Motion Carried

b. Stockwell Annexation ANNX-0011-2021

Public Hearing opened at 7:20 pm.

Staff Report

Laura Jones, Planning Specialist presenting: The property owner is Dave and Debbie Stockwell and the applicant is Chuck Hughes. The requested action is for Council to review and approve the annexation of approximately five acres into the City of Post Falls with the zoning designation of Single-Family Residential (R-1).

Applicant

Chuck Hughes: This subdivision has everything ready for it. Water and sewer is stubbed out and it is an infill project.

Testimony

In Favor

None

Neutral

None

In Opposition

None

Public Hearing closed at 7:31 pm.

Discussion

Mayor: It makes a lot of sense. It's infill. The density is good and there is no direct access on Prairie.

Malloy: I like it.

Thoreson: It's about as straight forward as they come.

Motion by Thoreson to approve the Stockwell Annexation

Second by Malloy

Vote: Borders-Aye, Malloy-Aye, Shove-Aye, Thoreson-Aye, Walker-Aye, Ziegler-Aye

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

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. Approval of Contract Award for Spokane St. Rehabilitation (Vol. 1 of 2), Prairie Ave. and Spokane St. (Vol. 2 of 2)

Rob Palus, Assistant City Engineer presenting: In January 2022 City Council authorized staff to advertise for bids to construct the project titled Spokane Street rehabilitation (Vol. 1 of 2), Prairie Ave and Spokane St. (Vol. 2 of 2). Both of those projects have been incorporated into the Spokane St and Prairie Ave. – Phase 2 project. A pre-bid conference was held with perspective bidders on February 14th. A bid opening was held on Friday, March 4th. There were two responsive bidders. The City’s Consulting Engineer (JUB Engineering) has reviewed the bid packets. In reviewing the bid submittal for LaRiviere, irregularities were noted with unit bid prices. After discussion with LaRiviere, JUB and City Legal Staff, these irregularities were identified as nonmaterial, as they did not impact the Base Bid Total. LaRiviere has been contacted to revise the irregularity by making the necessary changes to the Unit Price Bid and maintain the same Base Bid Total; prior to the consideration of award on March 15, 2022. All other items with the bid documents were found to be in order. The low bid for the project was from LaRiviere at a bid cost of \$5,309,369.20. The Engineers Opinion of Probable Cost (EOPC) for the project was \$5,306,000.00. The difference between the low bid and the EOPC was less than 1%. Project funding will be accommodated thru a mixture of Transportation Impact Fees, Water Reclamation, Water and Streets. East Green Acres Irrigation District is funding a watermain realignment at the intersection of Prairie Ave/Spokane St. Developer Cash Out funding was utilized for design of Phases 1 and 2, construction of Phase 1 improvements (2021) and relocation of Avista Utilities.

An Add Alternate was provided within the plans to build a retaining wall on the south end of the project for \$55,000. Staff recommends awarding the project without the Add Alternate as reasonable slopes can be achieved without the wall.

Staff requests that funding include a 10% contingency amount to allow staff to address necessary changes in the field.

Completion of this project addresses identified roadway capacity and safety needs within the City’s Transportation Master Plan; addresses deferred maintenance items from the Street Department; upgrades a section of watermain that does not meet current needs; and improves water reclamation services thru the removal of two lift stations and installation of a deep trunk line sewer identified as a 5-year growth need in the Water Reclamation Master Plan.

Malloy: Would you of recommended a 10% contingency no matter who had won the bid?

Palus: Yes.

Motion by Borders to approve the Contract Award for the Spokane St. Rehabilitation, Prairie Ave., and Spokane St to LaRiviere.

Second by Malloy.

Vote: Thoreson-Aye, Ziegler-Aye, Malloy-Aye, Walker-Aye, Borders-Aye, Shove-Aye

Motion Carried

- b. Approval to Bid the Poleline Ave/Cecil Rd. Roundabout Project

Rob Palus, Assistant City Engineer presenting: In the fall of 2021, the City started design on the Poleline/Cecil Roundabout to address safety and capacity issues for motorized and nonmotorized traffic. Design efforts included a traffic study to compare the operational effectiveness of a roundabout vs. traffic signal for the immediate and 2040 traffic volumes. Consideration was also made on improving safety for pedestrian crossings at the intersection, which is within a marked school zone. The project has a short construction window, with work identified to start after completion of the current school year and substantial completion prior to the start of the 2022-2023 school year. A public open house was conducted on November 17th, 2021. In order to limit impacts to the School Districts Sports Fields and a residential home in the southeast corner of the intersection, the roundabout was shifted to the north, requiring property acquisition. Staff has reached verbal agreement with parties whom rights-of-way and easements were needed to complete the project. Completed acquisition documents for Council Action, along with a recommendation to award or reject the project for construction will be presented concurrently, after bid opening.

This project will construct a multi-lane roundabout at the intersection of Poleline and Cecil, including missing road widening along Poleline between Ridgeview Dr. and the Vineyard Subdivision. The design should handle traffic needs at the intersection until 2040 or later. The final design package was reviewed and conditionally approved by City Staff, subject to minor revisions within the plan set and standard specifications. Project funding to date is a combination of Urban Renewal Funding, Transportation Impact Fees, and Developer Cash outs.

Motion by Ziegler to approve the Bid of the Poleline Ave./Cecil Rd. Roundabout Project.

Second by Malloy.

Vote: Shove-Aye, Thoreson-Aye, Borders-Aye, Ziegler-Aye, Walker-Aye, Malloy-Aye

Motion Carried

c. Approval to Bid the Cecil Rd. and Mullan Ave. Median Project

Rob Palus, Assistant City Engineer presenting: In the fall of 2021, the City started design on the Cecil Road and Mullan Median Project. This project was to address high collision rates along Mullan Ave. between Cecil Rd. and Sugar Maple Trail. The commercial frontage along this section of roadway has been a regular “top ten” collision location each year for Post Falls roadways. Design efforts included a traffic study to examine signal modifications at the existing Mullan/Cecil intersection and impacts of restricting left turn movements along Mullan Ave. A project open house was held on November 17, 2021.

This project will construct a raised center median to restrict left turn movements onto Mullan Ave. from adjoining businesses between Cecil Rd. and Sugar Maple Trail. A left-in turn pocket will be provided at the existing western entrance to Wal-Mart. The existing concrete median will be adjusted in length to accommodate changing traffic patterns, estimated thru 2031. No action was taken to mitigate these future needs with this project as they would be significantly beyond the currently available funding. The final design package was reviewed and conditionally approved by City Staff, subject to minor revisions within the plan set and standard specifications. This project will be funded by the Post Falls Urban Renewal Agency.

Motion by Malloy to approve the Bid of the Cecil Rd. and Mullan Ave. Median Project.

Second by Ziegler.

Vote: Borders-Aye, Shove-Aye, Ziegler-Aye, Malloy-Aye, Walker-Aye, Thoreson-Aye

Motion carried

d. Parking Code Update

Field Herrington, Deputy City Attorney presenting: The code amendment was originally sought due to issues with private citizens installing their own traffic control devices attempting to regulate traffic on public roads. Additional areas were found in need of an update were identified. Due to the volume of changes needed, a repeal and replace strategy was pursued in order to update the entire chapter easily.

Under Traffic Control Device a new section was added to city code to address placement of traffic control devices. Generally, this has to do with signage but includes other devices. A new section of city code was added to address placement of curb markings and pavement markings. The general parking regulation was updated. This was not really a substantive change, more of an organizational change. It also moves the regulation of parallel parking under this section and simplifies the section. We are recommending changing the time limit for parking from 24 hours to 48 hours. Currently there is a conflict with the existing code and our adopted fee resolution for boat launch fees. New fees were adopted for the boat launch, the code provides that a person seeking to launch a boat is not required to pay a fee. It also codifies the Season Pass provisions that were adopted in the last fee resolution. Currently the penalty for parking violations is a civil citation that is issued and payable to the City which if not paid or a second or subsequent violation occurs can be cited as an infraction. The largest issue was that there was no appeal process with the civil citation. To clarify and provide due process this section was updated to provide for "parking citations" which provides clear guidance for their issuance, what information is needed and how people can contest the citation.

Motion by Malloy to bring back and ordinance for the Parking Code Update.

Second by Ziegler.

Vote: Walker-Aye, Ziegler-Aye, Shove-Aye, Thoreson-Aye, Malloy-Aye, Borders-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.

Howard Burns: Keep the median in the middle of roundabouts short so that people can see who is coming.

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. Supply Chain Impacts

John Beacham, Public Works Director presenting: Generally, we are discussing items which are currently difficult to obtain. Causes of this are:

- COVID-19 related issues
- Supply chain logistics issues
- Weather issues
- Ukraine conflict (new/future impacts)

There are pricing issues. Shipping difficulties and component shortages. We are actively working in this. we are going to continue to be reliable and fair business partners.

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 ITEM (To enter into executive session only):

Idaho Code 74-206(1)(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Motion by Thoreson to enter into Executive Session pursuant to Idaho Code 74-206(1)(f), to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated, further that no action will be taken during the session and the session will last no longer than 15 minutes.

Second by Malloy.

Vote: Malloy-Aye, Thoreson-Aye, Borders-Aye, Shove-Aye, Ziegler-Aye, Walker-Aye

Motion Carried

Entered Executive Session at 8:19 pm.

Exited Executive Session at 8: 34 pm.

RETURN TO REGULAR SESSION

ADJOURNMENT 8:35 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 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: Kerri Thoreson, Nathan Ziegler, Joe Malloy, Josh Walker, Lynn Borders, Kenny Shove

Mission

The City of Post Falls mission is to provide leadership, support common community values, promote citizen involvement and provide services which ensure a superior quality of life.

Vision

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

"Where opportunities flow and community is a way of life"

Post Falls Check Approval



City of Post Falls

Packet: APPKT09298 - Check Run 4.6.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 03/31/2022

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--------------------------------------|------------------------------|-----------------------------------|---------------------------------------|--------------------|---------------------|
| Fund: 001 - GENERAL FUND | | | | | |
| Balance Sheet Accounts | | | | | |
| VEN10000 | MORT CONSTRUCTION | | | | |
| APMWB | Check | 224 W. TENNESSEE | BOND RELEASE - 224 W. TENNESSEE | 001-22115 | 2,000.00 |
| | | 349 W. TENNESSEE | BOND RELEASE - 349 W. TENNESSEE | 001-22115 | 2,000.00 |
| | | 272 W. TENNESSEE | BOND RELEASE - 272 W. TENNESSEE | 001-22115 | 2,000.00 |
| | | 294 W. BLANTON | BOND RELEASE - 294 W. BLANTON | 001-22115 | 2,000.00 |
| | | 316 W. TENNESSEE | BOND RELEASE - 316 W. TENNESSEE | 001-22115 | 2,000.00 |
| Balance Sheet Accounts Total: | | | | | 10,000.00 |
| Dept: 411 Mayor & Council | | | | | |
| K01411 | Kootenai County Auditor | | | | |
| APMWB | Check | FY22-2 Post Falls | 2nd half annual contribution | 001-411.0000.63870 | 18,672.50 |
| Dept 411 Total: | | | | | 18,672.50 |
| Dept: 412 Information Systems | | | | | |
| D070 | Dell Marketing LP | | | | |
| APMWB | Check | 10571854790 | Upgrade Office 365 Subscription to G3 | 001-412.0000.66014 | 2,822.40 |
| Dept 412 Total: | | | | | 2,822.40 |
| Dept: 413 General Services | | | | | |
| V040 | Office Depot | | | | |
| APMWB | Check | 235957923001 | Office Supplies-Admin | 001-413.0000.63060 | 31.89 |
| Dept 413 Total: | | | | | 31.89 |
| Dept: 414 Finance | | | | | |
| A4280 | Anderson Bros. CPA's | | | | |
| APMWB | Check | 6633 | Audit progress | 001-414.0000.62091 | 451.28 |
| B091 | BDS | | | | |
| APMWB | Check | 81276 | Delinquency notices | 001-414.1445.62170 | 244.91 |
| | | 80870 | Utility Billing | 001-414.1445.62170 | 4,842.14 |
| | | | | 001-414.1445.62190 | 2,918.52 |
| | | 81276 | Delinquency notices | 001-414.1445.62190 | 125.54 |
| V040 | Office Depot | | | | |
| APMWB | Check | 233892018001 | Office Supplies- Public Works | 001-414.0000.63060 | 33.54 |
| | | 234430110001 | Office Supplies- Finance | 001-414.0000.63060 | 71.90 |
| | | 233892018001 | Office Supplies- Public Works | 001-414.0000.63060 | 48.47 |
| Dept 414 Total: | | | | | 8,736.30 |
| Dept: 415 City Clerk | | | | | |
| C291 | Coeur d' Alene Press | | | | |
| APMWB | Check | 519424 | Printing of Ordinance 1449 | 001-415.0000.62000 | 298.08 |
| Dept 415 Total: | | | | | 298.08 |
| Dept: 421 Police | | | | | |
| R04500 | 1-800-Radiator | | | | |
| APMWB | Check | 16962342 | Radiator - PFPD108 | 001-421.0000.67100 | 206.00 |
| N276 | Access Information Protected | | | | |
| APMWB | Check | 9274402 | Shredding services | 001-421.0000.68010 | 87.00 |
| A0001 | Alsco | | | | |
| APMWB | Check | LSPO2498350 | Shop uniform | 001-421.4000.72000 | 12.63 |
| | | LSPO2496181 | Shop uniforms | 001-421.4000.72000 | 12.63 |
| | | LSPO02500552 | Shop Uniforms | 001-421.4000.72000 | 12.63 |
| | | LSPO2504950 | Shop uniforms | 001-421.4000.72000 | 12.63 |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|-----------------|-----------------------------|---------------------|--|--------------------|---------------------|
| <u>A3441</u> | American Legion Post #143 | | | | |
| APMWB | Check | <u>032122</u> | Annual awards banquet table | 001-421.0000.64010 | 100.00 |
| <u>C05100</u> | Car Wash Plazas, Inc | | | | |
| APMWB | Check | <u>4783</u> | Patrol car washes | 001-421.0000.67170 | 100.00 |
| <u>C140</u> | CDW Government Inc. | | | | |
| APMWB | Check | <u>RO33012</u> | Netmotion annual maintenance and support | 001-421.0000.66043 | 11,308.50 |
| <u>C220</u> | Coleman Oil Co | | | | |
| APMWB | Check | <u>CL46642</u> | fuel | 001-421.0000.64030 | 4,592.17 |
| | | <u>CL52258</u> | Fuel | 001-421.0000.64030 | 6,541.77 |
| <u>C320</u> | Comfort Heating & Air, Inc. | | | | |
| APMWB | Check | <u>12669366</u> | HVAC troubleshooting and repair | 001-421.0000.68030 | 342.00 |
| <u>D070</u> | Dell Marketing LP | | | | |
| APMWB | Check | <u>10571854790</u> | Upgrade Office 365 Subscription to G3 | 001-421.0000.66014 | 2,822.40 |
| <u>D102</u> | DMS | | | | |
| APMWB | Check | <u>2022-0222A</u> | Upgrade server system | 001-421.0000.66043 | 400.00 |
| <u>VEN02615</u> | Dr. Lou Sowers | | | | |
| APMWB | Check | <u>2013004</u> | Pre-employment evaluations - Zibli/Cox | 001-421.0000.62040 | 1,200.00 |
| <u>VEN01195</u> | Empire Insignias | | | | |
| APMWB | Check | <u>2202234</u> | Service stripe patches | 001-421.4000.72000 | 380.00 |
| <u>F030</u> | FedEx | | | | |
| APMWB | Check | <u>7-686-62670</u> | Postage for evidence to Shoshone County SO | 001-421.0000.63070 | 20.75 |
| | | <u>7-678-56871</u> | Postage for shipping of computer hardware | 001-421.0000.63070 | 114.35 |
| <u>G020</u> | Galls, An Aramark Company | | | | |
| APMWB | Check | <u>020446067</u> | Patrol Jacket | 001-421.4000.72000 | 140.87 |
| | | <u>020381422</u> | Jumpsuit alterations - Zibli | 001-421.4000.72000 | 68.38 |
| | | <u>020381424</u> | Jumpsuit alterations - Clark | 001-421.4000.72000 | 15.03 |
| | | <u>020437931</u> | Name Tags | 001-421.4000.72000 | 18.40 |
| | | <u>020381423</u> | Jumpsuit Alterations - Harmon | 001-421.4000.72000 | 15.03 |
| | | <u>020513540</u> | Patrol Jumpsuit | 001-421.4000.72000 | 644.21 |
| | | <u>020393093</u> | Jumpsuit Alteration - Harrison | 001-421.4000.72000 | 17.90 |
| | | <u>020446077</u> | Honor Guard Uniform - Duce | 001-421.4000.72000 | 776.92 |
| <u>VEN13191</u> | Intermax Networks | | | | |
| APMWB | Check | <u>183525</u> | Direct connect to Kootenai county | 001-421.0000.62040 | 475.00 |
| <u>K080</u> | Knudtsen Chevrolet and GMAC | | | | |
| APMWB | Check | <u>CM-5506890-1</u> | Credit for return | 001-421.0000.67100 | -24.83 |
| | | <u>5506890</u> | Gaskets - PFPD121 | 001-421.0000.67100 | 50.11 |
| | | <u>5506889</u> | Injector - PFPD121 | 001-421.0000.67100 | 112.94 |
| | | <u>5507029</u> | Motor blower - PFPD108 | 001-421.0000.67100 | 156.60 |
| | | <u>6226209</u> | Trouble shoot engine issue - PFPD121 | 001-421.0000.67170 | 130.00 |
| <u>L0195</u> | Language Line Services | | | | |
| APMWB | Check | <u>10476004</u> | Interpreter services | 001-421.0000.65030 | 90.00 |
| <u>L0870</u> | Lifeloc Technologies | | | | |
| APMWB | Check | <u>363308</u> | Lifeloc calibration | 001-421.0000.67020 | 87.06 |
| <u>VEN05531</u> | MCCi, LLC | | | | |
| APMWB | Check | <u>RN7066</u> | Annual software fee | 001-421.0000.66043 | 2,818.20 |
| <u>N001</u> | Napa Auto Parts | | | | |
| APMWB | Check | <u>3688-144485</u> | Credit for cores/returns | 001-421.0000.67100 | -139.08 |
| | | <u>3688-150064</u> | Credit for returns | 001-421.0000.67100 | -103.74 |
| | | <u>3688-146043</u> | Air Filters - Stock | 001-421.0000.67100 | 23.72 |
| | | <u>3688-144464</u> | Battery - PFPD SRO | 001-421.0000.67100 | 160.24 |
| | | <u>3688-150426</u> | Brakes and rotors - PFPD98 | 001-421.0000.67100 | 212.51 |
| | | <u>3688-144462</u> | Rotors ad spark plugs - PFPD117 | 001-421.0000.67100 | 134.88 |
| | | <u>3688-143217</u> | Timing comp kit - PFPD106 | 001-421.0000.67100 | 235.14 |
| | | <u>3688-149900</u> | Rotors, breaks, misc - PFPD98 | 001-421.0000.67100 | 278.65 |
| | | <u>3688-144696</u> | Door actuator and battery - PFPD86 | 001-421.0000.67100 | 150.12 |
| | | <u>3688-144048</u> | Combo switch and oil filter - PFPD79 | 001-421.0000.67100 | 73.11 |
| | | <u>3688-150434</u> | Drum rotor | 001-421.0000.67100 | 61.00 |
| | | <u>3688-146907</u> | Gaskets - PFPD77 | 001-421.0000.67100 | 26.03 |
| | | <u>3688-148903</u> | Epoxy - shop stock | 001-421.0000.67100 | 20.50 |
| | | <u>3688-147584</u> | Gasket set - PFPD121 | 001-421.0000.67100 | 18.39 |
| | | <u>3688-147623</u> | Oil filters - stock | 001-421.0000.67100 | 16.23 |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--------------------------|---------------------------------------|------------------------------|---|--------------------|---------------------|
| APMWB | Check | 3688-150226 | Connector - PFPD98 | 001-421.0000.67100 | 15.83 |
| | | 3688-144822 | Bluetooth VCI - Shop | 001-421.0000.67100 | 295.99 |
| | | 3688-148197 | Oil Filters | 001-421.0000.67100 | 11.88 |
| | | 3688-149904 | Manifold gasket - PFPD98 | 001-421.0000.67100 | 29.26 |
| | | 3688-144385 | Oil filters - Stock | 001-421.0000.67100 | 31.68 |
| | | 3688-146093 | Serpentine Belt | 001-421.0000.67100 | 34.29 |
| | | 3688-144326 | Combo switch - PFPD77 | 001-421.0000.67100 | 61.25 |
| | | 3688-144191 | Battery - Stock | 001-421.0000.67100 | 11.46 |
| | | 3688-150179 | Misc gaskets - PFPD98 | 001-421.0000.67100 | 37.06 |
| | | 3688-147089 | Spark plugs - PFPD99 | 001-421.0000.67100 | 41.88 |
| | | 3688-147480 | Spark plugs - PFPD77 | 001-421.0000.67100 | 41.88 |
| | | 3688-144744 | Credit for core | 001-421.0000.67100 | -27.00 |
| | | 3688-144125 | Spark Plugs - PFPD121 | 001-421.0000.67100 | 45.12 |
| | | 3688-144463 | Spark Plugs | 001-421.0000.67100 | 45.12 |
| | | 3688-148370 | Fuel injection hoses - Stock | 001-421.0000.67100 | 46.67 |
| | | 3688-146858 | Timing cover gasket set - PFPD77 | 001-421.0000.67100 | 47.02 |
| | | 3688-148474 | Engine mount - PFPD96 | 001-421.0000.67100 | 53.65 |
| | | 3688-148198 | Oil filters - Stock | 001-421.0000.67100 | 35.64 |
| | | 3688-147598 | Gasket - PFPD123 | 001-421.0000.67100 | 27.13 |
| | | 3688-145864 | Headlights bulbs - Stock | 001-421.0000.67100 | 54.58 |
| VEN05222 | Next Day Dry Cleaning | | | | |
| APMWB | Check | 10174591 | Honor guard uniform cleaning - Harmon | 001-421.4000.72000 | 13.00 |
| V040 | Office Depot | | | | |
| APMWB | Check | 232455682001 | Office Supplies- Police | 001-421.0000.63060 | 91.79 |
| VEN01379 | O'Reilly Auto Parts | | | | |
| APMWB | Check | 3829-399377 | Disc pad set - PFPD117 | 001-421.0000.67100 | 60.39 |
| O040 | Overhead Door Company | | | | |
| APMWB | Check | 498767 | Evidence and records roll up door repairs | 001-421.0000.68010 | 120.00 |
| P180 | Perfection Tire | | | | |
| APMWB | Check | 1036623 | Tire Sensor - PFPD78 | 001-421.0000.67100 | 45.00 |
| | | 1036171 | Tire sensors - PFPD77 | 001-421.0000.67100 | 240.00 |
| | | 1036720 | Alignment - PFPD136 | 001-421.0000.67170 | 70.00 |
| | | 1036597 | Alignment - PFPD110 | 001-421.0000.67170 | 60.00 |
| | | 1036162 | Tires - PFPD110 | 001-421.0000.67190 | 613.16 |
| | | 1036336 | Tires - PFPD136 | 001-421.0000.67190 | 777.80 |
| VEN04390 | Personnel Evaluation, Inc. | | | | |
| APMWB | Check | 42742 | Pre-employment testing | 001-421.0000.64020 | 20.00 |
| P4384 | Proforce Law Enforcement | | | | |
| APMWB | Check | 476378 | Officer vest - Cox | 001-421.4000.72010 | 1,000.79 |
| VEN07943 | Retail Acquisition & Development, Inc | | | | |
| APMWB | Check | 27373411 | Patrol batteries | 001-421.0000.63130 | 27.00 |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | 328373/1 | Misc nuts and bolts | 001-421.0000.67100 | 13.00 |
| VEN12205 | SpectraSite Communications, LLC | | | | |
| APMWB | Check | 3867435 | Tower rental - Herborn | 001-421.0000.62040 | 609.79 |
| VEN04421 | SPHControls | | | | |
| APMWB | Check | 63036 | HVAC parts | 001-421.0000.68030 | 185.27 |
| VEN14564 | Threads | | | | |
| APMWB | Check | 1 | Patrol uniform alterations | 001-421.4000.72000 | 45.00 |
| W180 | Western States Equipment | | | | |
| APMWB | Check | IN001934802 | Generator repairs | 001-421.0000.68050 | 231.75 |
| VEN14328 | ZaccWorks | | | | |
| APMWB | Check | 2022-0221B | Website Maintenance | 001-421.0000.66043 | 125.00 |
| | | 2022-0221A | Server Maintenance | 001-421.0000.66043 | 135.00 |

Dept 421 Total: 40,449.11

Dept: 423 Oasis

| | | | | | |
|--------------------------|------------------|------------------------|---------------------------|--------------------|--------------------------|
| VEN13531 | Nixon Law Office | | | | |
| APMWB | Check | 030922 | VSU client legal services | 001-423.1153.68400 | 1,495.00 |
| | | | | | Dept 423 Total: 1,495.00 |

| Vendor Number | Vendor Name | Bank Code | Payment Type | Invoice # | Invoice Description | Account Number | Distribution Amount |
|---------------------------------------|---|-----------|--------------|------------------------------|--|--------------------|---------------------|
| Dept: 424 Legal | | | | | | | |
| VEN14037 | Lake City Law Group PLLC | APMWB | Check | 27967 | NI Title and stewart title guaranty | 001-424.0000.62040 | 200.00 |
| V040 | Office Depot | APMWB | Check | 229849499001 | Office Supplies- Legal | 001-424.0000.63040 | 465.78 |
| VEN14575 | Rania Hijazeen | APMWB | Check | 2022-0315 | Trial Exhibit Translation | 001-424.0000.63790 | 408.10 |
| T089 | Thomson Reuters | APMWB | Check | 845942380 | software subscription | 001-424.0000.63010 | 729.04 |
| Dept 424 Total: | | | | | | | 1,802.92 |
| Dept: 427 Animal Control | | | | | | | |
| VEN14369 | Better Together Animal Alliance | APMWB | Check | PF23 | Vaccines for Animal Shelter | 001-427.0000.63000 | 560.25 |
| C220 | Coleman Oil Co | APMWB | Check | CL46642 | fuel | 001-427.0000.64030 | 80.83 |
| | | | | CL52258 | Fuel | 001-427.0000.64030 | 219.70 |
| F070 | Fire Safety Specialists | APMWB | Check | 25049 | Fire Extinguisher maintenance | 001-427.0000.68010 | 52.85 |
| Dept 427 Total: | | | | | | | 913.63 |
| Dept: 431 Streets | | | | | | | |
| A497 | Arrow Construction Supply, Inc | APMWB | Check | 328187 | Edger groover | 001-431.0000.67090 | 25.19 |
| | | | | 328190 | EZ street cold mix for patching | 001-431.0000.68090 | 1,105.44 |
| | | | | 328075 | Crack seal | 001-431.0000.68110 | 2,250.00 |
| | | | | 328060 | Craftco melter duck bill tip for crack sealer | 001-431.0000.68110 | 107.28 |
| VEN01373 | Intermountain Sign & Safety | APMWB | Check | 14979 | Aluminum blanks for the sign shop | 001-431.0000.63260 | 112.50 |
| | | | | 14947 | Aluminum Blanks and 90 degree crosspiece fo | 001-431.0000.63260 | 120.00 |
| | | | | 14938 | 2" x 10' Telespar posts for sign shop | 001-431.0000.63260 | 360.00 |
| N001 | Napa Auto Parts | APMWB | Check | 3688-150905 | Citrol Cleaner for streets | 001-431.0000.63000 | 24.08 |
| VEN02884 | Rodda Paint | APMWB | Check | 45220224 | 2022 Traffic paint reflective beads | 001-431.0000.68100 | 6,018.00 |
| VEN14553 | Semi Service Inc | APMWB | Check | W 2-11109 | Snow plow curb gaurds | 001-431.0000.63525 | 1,837.84 |
| R251 | Serights Ace Hardware | APMWB | Check | 328821/1 | Pin and gloves | 001-431.0000.63000 | 15.79 |
| | | | | 329075/1 | Propane for BBQ | 001-431.0000.63000 | 5.92 |
| | | | | 329025/1 | Ball valve and bleach for hydrant and bathroom | 001-431.0000.63000 | 43.70 |
| | | | | 328879/1 | Cement for sidewalks and sign posts | 001-431.0000.63260 | 301.84 |
| | | | | 328815/1 | Xylene, Scrappers, spray bottle, alcohol, soap | 001-431.0000.63260 | 93.43 |
| | | | | 328885/1 | Razor blades for sign shop | 001-431.0000.63260 | 13.49 |
| | | | | 328938/1 | Propane for streets | 001-431.0000.68110 | 51.32 |
| | | | | 328879/1 | Cement for sidewalks and sign posts | 001-431.0000.68150 | 647.96 |
| | | | | 328875/1 | Concrete for sidewalks | 001-431.0000.68150 | 251.44 |
| | | | | 328878/1 | Credit for concrete | 001-431.0000.68150 | -251.44 |
| | | | | 328874/1 | Cement for sidewalks | 001-431.0000.68150 | 632.96 |
| | | | | 328877/1 | Credit for cement | 001-431.0000.68150 | -632.96 |
| VEN13988 | Tacoma Screw Products, Inc | APMWB | Check | 240029848-00 | Bolts for signs | 001-431.0000.63260 | 34.41 |
| | | | | 240031023-00 | washers for signs | 001-431.0000.63260 | 55.08 |
| U140 | UpScale Mail | APMWB | Check | 314302 | Laminate Street sweeper maps | 001-431.0000.63060 | 129.20 |
| W090 | Welch Comer & Associates, Inc. | APMWB | Check | 41354110-001 | Engineering and permitting Spokane St Rehat | 001-431.0000.68130 | 4,566.25 |
| Dept 431 Total: | | | | | | | 17,918.72 |
| Dept: 432 Public Works Administration | | | | | | | |
| VEN03164 | Association of Idaho Public Works Professionals | | | | | | |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount | |
|-----------------------------|-------------|--------------------------------|---------------------|---|---------------------|-----------|
| <u>V040</u> | APMWB | Check | 2022-169 | Dues for City membership, Idaho Public Works | 001-432.0000.62060 | 40.00 |
| | APMWB | Office Depot | | | | |
| | APMWB | Check | 233892018001 | Office Supplies- Public Works | 001-432.0000.63060 | 17.19 |
| | | | 233894273001 | | 001-432.0000.63060 | 23.18 |
| Dept 432 Total: | | | | | 80.37 | |
| Dept: 434 Fleet Maintenance | | | | | | |
| <u>A1395</u> | APMWB | Advanced Compressor & Hose Inc | 87007 | Swivel, Ferrule, Hyd Adapter and 3/8 hose for | 001-434.0000.63011 | 37.07 |
| <u>A0001</u> | APMWB | Alsco | LSP02498357 | Uniforms for fleet | 001-434.0000.63160 | 158.44 |
| | | | LSP02483164 | | 001-434.0000.63160 | 102.79 |
| | | | LSP02469912 | Uniforms for Fleet | 001-434.0000.63160 | 102.79 |
| | | | LSP002500558 | Uniforms for fleet | 001-434.0000.63160 | 102.79 |
| <u>G098</u> | APMWB | Grainger | 9239295356 | Impact Wrench | 001-434.0000.67090 | 185.45 |
| <u>L060</u> | APMWB | Les Schwab Central Billing Dep | 10500822491 | Flat Repair on S555 | 001-434.0000.67210 | 44.03 |
| <u>N0991</u> | APMWB | Norco Inc | 34442716 | Repairs to Welder MIG Master 250 | 001-434.0000.67170 | 425.75 |
| <u>VEN08121</u> | APMWB | PacWest Machinery LLC | 3045952 | Secondary filter for S555 | 001-434.0000.63011 | 87.39 |
| <u>R251</u> | APMWB | Serights Ace Hardware | 328748/1 | Hex bushing and ball valve for fleet | 001-434.0000.63011 | 14.92 |
| <u>VEN13040</u> | APMWB | Turf Star Western | 7215725-00 | Fuel/water separator for P455 | 001-434.0000.63012 | 101.74 |
| <u>VEN13987</u> | APMWB | Western Peterbilt, LLC | 027P183081 | Wiper blades for S555 | 001-434.0000.63011 | 124.32 |
| Dept 434 Total: | | | | | 1,487.48 | |
| Dept: 435 GIS | | | | | | |
| <u>E0495</u> | APMWB | ESRI Inc. | 94211823 | ESRI License | 001-435.0000.66020 | 30,000.00 |
| Dept 435 Total: | | | | | 30,000.00 | |
| Dept: 441 Urban Forestry | | | | | | |
| <u>C280</u> | APMWB | Coeur d'Alene Power Tool | 2-206876 | 18" Auger drill bit | 001-441.0000.67090 | 31.99 |
| <u>F1275</u> | APMWB | Fox Trailer Sales | 5376 | Spare tire for new dump trailer | 001-441.0000.91000 | 300.00 |
| | | | 502732 | Dump Trailer for Urban Forestry | 001-441.0000.91000 | 11,995.00 |
| <u>G095</u> | APMWB | Grace Tree Service | 9085 | Tree removal work at Black Bay Park | 001-441.0000.62040 | 12,398.00 |
| <u>H002</u> | APMWB | H & E Equipment Services Inc | 96401863 | Mini skid steer and auger attachment rental | 001-441.0000.67070 | 352.00 |
| <u>P4835</u> | APMWB | ProPrint | 60723 | Pre-printed #10 envelopes (X500) | 001-441.0000.63210 | 107.00 |
| <u>R251</u> | APMWB | Serights Ace Hardware | 328857/1 | Propane for brush pile burning | 001-441.0000.64030 | 7.90 |
| | | | 328672/1 | Fuel mix oil for 2-stroke equipment | 001-441.0000.64030 | 24.60 |
| | | | 328808/1 | Hardware for small equipment shelter | 001-441.0000.66190 | 66.08 |
| | | | 328933/1 | 5-gal fuel can and hand pruners | 001-441.0000.67090 | 44.98 |
| <u>S135</u> | APMWB | Shenango Screenprinting, Inc. | 1138 | Decals for trail map kiosks | 001-441.0000.63210 | 83.72 |
| | | | 1079 | Wildlife habitat tree signs (X50) | 001-441.0000.63210 | 287.50 |
| <u>A565</u> | APMWB | SiteOne Landscape Supply, LLC | 116911269-001 | Landscape irrigation parts for the tree holding r | 001-441.0000.68230 | 169.32 |
| | | | 117199532-001 | Irrigation parts for tree holding nursery | 001-441.0000.68230 | 75.48 |
| <u>Z026</u> | APMWB | Ziegler Lumber Co #017 | 866915 | Railroad ties for small equipment shelter founc | 001-441.0000.66190 | 360.90 |

Packet: APPKT09298 - Check Run 4.6.22

Check Date: 03/31/2022

Vendor Set: 01 - Vendor Set 01

| Vendor Number | Vendor Name | Bank Code | Payment Type | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--------------------------|---------------------------------|-----------|--------------|--------------------------------------|---|--------------------|---------------------|
| Dept: 442 Cemetery | | | | | | | |
| VEN07745 | Memorial Monuments & Vaults Inc | APMWB | Check | 85009 | Feb Headstones | 001-442.0000.63760 | 15,172.00 |
| R251 | Serights Ace Hardware | APMWB | Check | 329419 | Caulking- Ratchet straps | 001-442.0000.67030 | 57.57 |
| | | | | 329164 | Shovel and silicone | 001-442.0000.67090 | 49.01 |
| W230 | Wilbert Precast Inc. | APMWB | Check | 1111448 | 12 30G grave boxes | 001-442.0000.63420 | 3,687.00 |
| Dept 442 Total: | | | | | | | 18,965.58 |
| Dept: 443 Parks | | | | | | | |
| A228 | A-L Compressed Gases, Inc. | APMWB | Check | S412455 | Fuel Charge | 001-443.0000.64030 | 2.45 |
| | | | | 341734 | Fuel for Welder | 001-443.0000.64030 | 7.00 |
| C280 | Coeur d'Alene Power Tool | APMWB | Check | 2-206679 | Replacement Saw | 001-443.0000.67090 | 248.00 |
| | | | | 2-207168 | Falls Restroom | 001-443.1658.62330 | 170.98 |
| C130 | Coeur d'Alene Tractor | APMWB | Check | CDA-1059042 | Filters for P442 | 001-443.0000.66190 | 331.82 |
| C360 | Consolidated Supply Co. | APMWB | Check | S010722042.001 | Sink & Lav Riser | 001-443.0000.68250 | 176.57 |
| VEN14570 | Discount Nursery Supplies, LLC | APMWB | Check | 6914 | Plastic Nursery Containers for Tree Growing | 001-443.0000.68190 | 1,910.00 |
| E054 | Evan Ferguson Concrete, Inc. | APMWB | Check | 1451 | Concrete Slab for Falls Park Restroom Repair | 001-443.1658.62330 | 1,755.00 |
| G098 | Grainger | APMWB | Check | 9243669406 | Ear Protection - Safety | 001-443.0000.63110 | 156.08 |
| | | | | 9243167880 | Marking Paint for Stock | 001-443.0000.68160 | 163.44 |
| I340 | Interstate Concrete & Asphalt | APMWB | Check | 733400 | Gravel for Stock / Black Bay CXT | 001-443.0000.68170 | 262.25 |
| N001 | Napa Auto Parts | APMWB | Check | 3688-148573 | Trailer replacement chain | 001-443.0000.66190 | 39.34 |
| V040 | Office Depot | APMWB | Check | 231988296001 | Office Supplies-Parks | 001-443.0000.63060 | 122.42 |
| G0204 | Playcore Wisconsin, Inc | APMWB | Check | PJI-0180130 | Woodbridge Playground Hardware | 001-443.0000.68013 | 388.10 |
| R251 | Serights Ace Hardware | APMWB | Check | 329157/1 | Small Equipment | 001-443.0000.66190 | 37.92 |
| | | | | 328772/1 | Hardware for Sportsmans | 001-443.0000.67030 | 73.73 |
| | | | | 328729/1 | Hardware for Shop | 001-443.0000.67030 | 15.46 |
| | | | | 328734/1 | Hoop House Hardware | 001-443.0000.67030 | 47.64 |
| | | | | 328744/1 | | 001-443.0000.67030 | 53.89 |
| | | | | 328860/1 | Pump Track Repair | 001-443.0000.67050 | 31.42 |
| | | | | 328845/1 | Tools | 001-443.0000.67090 | 53.08 |
| | | | | 329055/1 | Hose for South Side | 001-443.0000.68250 | 16.19 |
| | | | | 329064/1 | Trailhead | 001-443.1658.62330 | 16.19 |
| A565 | SiteOne Landscape Supply, LLC | APMWB | Check | 107171198-001 R | Credit for duplicate payment 3/2021 | 001-443.0000.68170 | -154.26 |
| | | | | Early Pay Discount 9 | Credit on invoice 97936088-001 for early paym | 001-443.0000.68170 | -11.16 |
| | | | | 117044899-001 | Herbicide Application | 001-443.0000.68220 | 109.03 |
| | | | | 116280773-001 | Irrigation Stock for the spring season. | 001-443.0000.68230 | 438.64 |
| | | | | 95568630-001 | Credit from 2019 | 001-443.0000.68230 | -638.26 |
| | | | | 100157394-001 R | Credit for duplicate payment 2020 | 001-443.0000.68230 | -288.36 |
| | | | | 99989229-001 R | | 001-443.0000.68230 | -233.71 |
| | | | | 116860358-001 | Return of Irrigation parts | 001-443.0000.68230 | -38.68 |
| | | | | 114662859-001 | Irrigation Parts | 001-443.0000.68230 | 8.43 |
| | | | | 116528364-001 | Spray Nozzles for Irrigation | 001-443.0000.68230 | 122.88 |
| | | | | 116280773-001 | Irrigation Stock for the spring season. | 001-443.0000.68230 | 9,610.35 |
| Z026 | Ziegler Lumber Co #017 | | | | | | |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|---|--------------------------------------|------------------------------------|--|--------------------|---------------------|
| APMWB | Check | 177696 | Pump Track | 001-443.0000.67050 | 116.60 |
| Dept 443 Total: | | | | | 15,120.47 |
| Dept: 444 Parks - Construction | | | | | |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | 329163/1 | Landings | 001-444.0000.94180 | 26.49 |
| Dept 444 Total: | | | | | 26.49 |
| Dept: 445 Recreation | | | | | |
| VEN01438 | Northwest Martial Arts | | | | |
| APMWB | Check | 03092022 | Contract class - martial arts - february | 001-445.0000.62040 | 498.40 |
| VEN12066 | Post Falls Community Ambassadors LLC | | | | |
| APMWB | Check | Parade application | Application for the Post Falls Festival Parade | 001-445.0000.63080 | 10.00 |
| R1541 | Ricoh USA Inc. | | | | |
| APMWB | Check | 5064131524 | SN C86080464 Copier usage 2/12 - 3/11 | 001-445.0000.66050 | 212.60 |
| S050 | Saturday Night Inc. | | | | |
| APMWB | Check | 101835 | Youth Volleyball Shirts | 001-445.0000.63430 | 936.90 |
| S400 | Super 1 Foods | | | | |
| APMWB | Check | 07187 | Daddy Daughter | 001-445.0000.63080 | 69.05 |
| Dept 445 Total: | | | | | 1,726.95 |
| Dept: 451 Planning & Zoning | | | | | |
| C291 | Coeur d' Alene Press | | | | |
| APMWB | Check | 0000507182 | Subdivision Publication (River City Center) | 001-451.0000.62000 | 172.35 |
| | | 0000518657 | Subdivision Publication | 001-451.0000.62000 | 161.97 |
| | | 0000516759 | City council publication annexation | 001-451.0000.62000 | 246.74 |
| | | 0000516322 | Zone code update publication | 001-451.0000.62000 | 58.11 |
| | | 0000516760 | City council publication - annexation | 001-451.0000.62000 | 177.54 |
| H001 | H & H Business Systems, Inc. | | | | |
| APMWB | Check | AR230066 | Comm Dev Copier | 001-451.0000.66050 | 33.87 |
| | | AR229823 | Comm Dev copier | 001-451.0000.66050 | 100.35 |
| V040 | Office Depot | | | | |
| APMWB | Check | 230006693001 | Office Supplies-Community Development | 001-451.0000.63060 | 117.91 |
| Dept 451 Total: | | | | | 1,068.84 |
| Dept: 452 Building Inspector | | | | | |
| B091 | BDS | | | | |
| APMWB | Check | 80870 | Utility Billing | 001-452.0000.62040 | 50.00 |
| H001 | H & H Business Systems, Inc. | | | | |
| APMWB | Check | AR229823 | Comm Dev copier | 001-452.0000.66050 | 100.35 |
| | | AR230066 | Comm Dev Copier | 001-452.0000.66050 | 33.87 |
| Dept 452 Total: | | | | | 184.22 |
| Dept: 453 Engineering | | | | | |
| H001 | H & H Business Systems, Inc. | | | | |
| APMWB | Check | AR229823 | Comm Dev copier | 001-453.1901.66050 | 100.35 |
| | | AR230066 | Comm Dev Copier | 001-453.1901.66050 | 33.87 |
| J105 | J-U-B Engineers, Inc. | | | | |
| APMWB | Check | 0150782 | Contracts/Professional | 001-453.0000.62040 | 561.40 |
| Dept 453 Total: | | | | | 695.62 |
| Dept: 481 Capital Improvements/Contracts | | | | | |
| V040 | Office Depot | | | | |
| APMWB | Check | 232455682001 | Office Supplies- Police | 001-481.0000.68395 | 351.97 |
| Dept 481 Total: | | | | | 351.97 |
| Fund 001 Total: | | | | | 199,153.01 |
| Fund: 003 - PERSONNEL BENEFIT POOL | | | | | |
| Dept: 482 Personnel Pool | | | | | |
| VEN08243 | Awards Network | | | | |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--|---------------------------------|-------------------------------------|--|--------------------|---------------------|
| APMWB | Check | 0061171 | Years of service awards | 003-482.0000.73020 | 42.42 |
| | | 58073 | years of service Awards | 003-482.0000.73020 | 52.07 |
| | | 00058120 | Years of service awards | 003-482.0000.73020 | 42.10 |
| VEN04994 | Gallagher Benefit Services Inc. | | | | |
| APMWB | Check | 251630 | Benefit consulting | 003-482.0000.62040 | 2,500.00 |
| | | 249683 | | 003-482.0000.62040 | 2,500.00 |
| VEN10132 | Governmentjobs.com, Inc | | | | |
| APMWB | Check | 25569 | Software maintenance | 003-482.0000.66016 | 9,089.58 |
| S7509 | Jason Swain & Associates | | | | |
| APMWB | Check | 3.24.22 | Public Works Leadership Program | 003-482.0000.64020 | 4,750.00 |
| A6000 | Rehn & Associates, Inc. | | | | |
| APMWB | Check | 0000158750 | COBRA Notice | 003-482.0000.62160 | 25.00 |
| S400 | Super 1 Foods | | | | |
| APMWB | Check | 04-2302833 CM | Super on Credit for double payment | 003-482.0000.73020 | -40.43 |
| Y0180 | Yoga By Cindy | | | | |
| APMWB | Check | 00053 | wellness classes | 003-482.4000.73000 | 280.00 |
| Dept 482 Total: | | | | | 19,240.74 |
| Fund 003 Total: | | | | | 19,240.74 |
| Fund: 008 - 911 SUPPORT | | | | | |
| Dept: 426 911 Support | | | | | |
| VEN01022 | Kootenai County 911 | | | | |
| APMWB | Check | 2022-00000003 | Frequency usage annual fee | 008-426.0000.80240 | 251.55 |
| Dept 426 Total: | | | | | 251.55 |
| Fund 008 Total: | | | | | 251.55 |
| Fund: 037 - STREETS IMPACT FEES | | | | | |
| Dept: 431 Streets | | | | | |
| C291 | Coeur d' Alene Press | | | | |
| APMWB | Check | 0000513516 | Bid request - Spokane & Prairie Phase 2 projec | 037-431.0000.95134 | 281.41 |
| J105 | J-U-B Engineers, Inc. | | | | |
| APMWB | Check | 0150786 | Spokane/prairie project | 037-431.0000.95134 | 441.00 |
| | | 0150781 | Poleline Ave/Cecil Roundabout Project | 037-431.0000.95137 | 36,097.32 |
| Dept 431 Total: | | | | | 36,819.73 |
| Fund 037 Total: | | | | | 36,819.73 |
| Fund: 650 - RECLAIMED WATER OPERATING | | | | | |
| Dept: 463 Wastewater Operating | | | | | |
| A090 | Accurate Testing Labs LLC | | | | |
| APMWB | Check | 122048 | February Monthly | 650-463.0000.68360 | 690.00 |
| | | 122478 | March Monthly Samples | 650-463.0000.68360 | 610.00 |
| A497 | Arrow Construction Supply, Inc | | | | |
| APMWB | Check | 327565 | 6' x 24' Concrete Blanket | 650-463.0000.68025 | 127.67 |
| VEN03129 | Barr Tech LLC | | | | |
| APMWB | Check | 7603 | Bio Solids Disposal for Feb 2022 | 650-463.0000.62150 | 44,329.33 |
| C3090 | Columbia Electric Supply | | | | |
| APMWB | Check | 1120-1007882 | Photo Control & LED Lamp | 650-463.0000.68010 | 133.29 |
| | | 1120-1007879 | LED Lamps | 650-463.0000.68010 | 84.28 |
| | | 1120-1007888 | photocell | 650-463.0000.68010 | 14.80 |
| G098 | Grainger | | | | |
| APMWB | Check | 9253749924 | Welding Wire | 650-463.0000.68025 | 51.16 |
| K0037 | K & N Electric Motors Inc. | | | | |
| APMWB | Check | 0135611 | Ditch 5 motor reconditioning | 650-463.0000.68025 | 6,675.90 |
| K100 | Kootenai County Solid Waste | | | | |
| APMWB | Check | 10-84809.00 3.15.22 | Sewer Plant | 650-463.0000.65050 | 312.00 |
| | | 10-80256.00 3.15.22 | City Wastewater | 650-463.0000.65050 | 104.00 |
| N040 | NCL of Wisconsin, Inc. | | | | |
| APMWB | Check | 467049 | Lab Supplies | 650-463.0000.63400 | 1,270.19 |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--------------------------------------|----------------------------------|------------------------------|--|--------------------|---------------------|
| <u>VEN04172</u> | Northwest Scientific, Inc. | | | | |
| APMWB | Check | 5155045 | Ammonium Hydroxide 3% | 650-463.0000.63400 | 34.99 |
| | | 5154898 | tubing | 650-463.0000.63400 | 378.24 |
| <u>V040</u> | Office Depot | | | | |
| APMWB | Check | 233468231001 | Office Supplies- Wastewater | 650-463.0000.63060 | 25.03 |
| | | 233478486001 | | 650-463.0000.63060 | 32.02 |
| | | 233468231001 | | 650-463.0000.63060 | 142.36 |
| <u>R251</u> | Serights Ace Hardware | | | | |
| APMWB | Check | 329168-1 | Duct Tape, Glue, Utility Knife | 650-463.0000.63400 | 49.58 |
| | | 328852-1 | Universal Joint, Saw Blade, Driver Set | 650-463.0000.67090 | 76.46 |
| | | 328823-1 | Cable Puller & Marker | 650-463.0000.67090 | 106.87 |
| <u>VEN06538</u> | SGS AXYS Analytical Services Ltd | | | | |
| APMWB | Check | 11489539 | PCB samples | 650-463.0000.68360 | 2,908.84 |
| <u>T11390</u> | T-O Engineers, Inc. | | | | |
| APMWB | Check | 2107576-4 | Hydrogeo Phase 2 | 650-463.0000.62040 | 899.50 |
| <u>U145</u> | USABlue Book | | | | |
| APMWB | Check | 885949 | Sample Bottles | 650-463.0000.63400 | 29.56 |
| <u>W0226</u> | Walter E Nelson Co | | | | |
| APMWB | Check | 465639 | Paper Towels | 650-463.0000.63400 | 293.20 |
| Dept 463 Total: | | | | | 59,379.27 |
| Dept: 466 Wastewater - Collections | | | | | |
| <u>B250</u> | Brown Bearing Company, Inc. | | | | |
| APMWB | Check | 9502264981 | Jaw Locking Pliers, Clamps, Wrench Set | 650-466.0000.67090 | 178.00 |
| <u>C1170</u> | CDA Metals | | | | |
| APMWB | Check | 847651 | Laser Rectangle and Form Per Drawing | 650-466.0000.64020 | 133.63 |
| <u>F020</u> | Fastenal Company | | | | |
| APMWB | Check | IDCOE153846 | Shop Supplies | 650-466.0000.68021 | 100.55 |
| <u>K037</u> | Hotstart Sales | | | | |
| APMWB | Check | CD99499346 | Greensferry LS HTR 1.5kW 120V 100-120F | 650-466.0000.63006 | 82.92 |
| <u>N001</u> | Napa Auto Parts | | | | |
| APMWB | Check | 3688-150502 | Antifreeze & Leak Stop for Generator | 650-466.0000.68021 | 71.98 |
| <u>VEN14559</u> | One Call Concepts, Inc | | | | |
| APMWB | Check | 2025023 | Locate Tickets | 650-466.0000.62320 | 484.84 |
| <u>P310</u> | Platt Electric Supply | | | | |
| APMWB | Check | 2K99294 | tape, connectors | 650-466.0000.63330 | 72.81 |
| <u>R251</u> | Serights Ace Hardware | | | | |
| APMWB | Check | 328700-1 | screwdriver, bolts | 650-466.0000.63330 | 15.95 |
| | | 328999-1 | Blade, Sawblade, Storage Strap | 650-466.0000.63330 | 48.55 |
| | | 329043-1 | hammer, bag, soapstone | 650-466.0000.63330 | 56.64 |
| <u>W090</u> | Welch Comer & Associates, Inc. | | | | |
| APMWB | Check | 41354080-003 | Corbin LS Survey | 650-466.0000.62040 | 684.00 |
| <u>W180</u> | Western States Equipment | | | | |
| APMWB | Check | IN001958044 | Thermostat & Gasket Greensferry LS | 650-466.0000.63006 | 179.60 |
| Dept 466 Total: | | | | | 2,109.47 |
| Dept: 468 Wastewater - Surface Water | | | | | |
| <u>N001</u> | Napa Auto Parts | | | | |
| APMWB | Check | 3688-152233 | Battery - Surface Water Mini-Z | 650-468.0000.68380 | 39.97 |
| <u>R251</u> | Serights Ace Hardware | | | | |
| APMWB | Check | 329014-1 | Gorilla Glue / Surface Water | 650-468.0000.68380 | 26.97 |
| | | 328764-1 | Rubber Straps | 650-468.0000.68380 | 21.16 |
| | | 328971-1 | Nitrile Gloves, Duct Tape | 650-468.0000.68380 | 20.31 |
| | | 329266-1 | Bypass Pruner Gel - Surface Water | 650-468.0000.68380 | 17.99 |
| <u>U140</u> | UpScale Mail | | | | |
| APMWB | Check | 307829 | Stormwater Mailer for Outreach MS4 | 650-468.0000.63070 | 266.23 |
| <u>Z026</u> | Ziegler Lumber Co #017 | | | | |
| APMWB | Check | 179168 | 4" Diamond Cup Wheel Masonry | 650-468.0000.68380 | 69.97 |
| | | 183261 | Solid Concrete | 650-468.0000.68380 | 39.00 |
| Dept 463 Total: | | | | | 501.60 |

Packet: APPKT09298 - Check Run 4.6.22
Vendor Set: 01 - Vendor Set 01

Check Date: 03/31/2022

| Vendor Number | Vendor Name | Bank Code | Payment Type | Invoice # | Invoice Description | Account Number | Distribution Amount |
|---|------------------------------|-----------|--------------|----------------------------|---|--------------------|---------------------|
| Fund: 651 - RECLAIMED WATER CAPITAL - WWTP | | | | | | | |
| Dept: 463 Wastewater Operating | | | | | | | |
| J105 | J-U-B Engineers, Inc. | | | | | | |
| APMWB | Check | | | 0150833 | Engineering and CMS services WRF Tertiary | 651-463.3213.90015 | 114,503.51 |
| | | | | 0150793 | Engineering and CMS services for the construc | 651-463.6505.95520 | 1,437.77 |
| VEN14291 | Sletten Construction Company | | | | | | |
| APMWB | Check | | | Pay App 17 | Construction of the WRF Tertiary Improvement | 651-463.3213.90015 | 668,810.15 |
| Dept 463 Total: | | | | | | | 784,751.43 |
| Fund 651 Total: | | | | | | | 784,751.43 |

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

| | | | | | | | |
|--------------------------|--------------------------|--|--|-----------------------------------|---|---------------------|------------------|
| VEN11676 | Keller Associates, Inc | | | | | | |
| APMWB | Check | | | 0220405 | Finalize record drawings for the 12th Ave Colle | 652-463.3219.95520 | 4,000.00 |
| | | | | 0213173 | Prairie & Idaho Sewer Study | 652-463.3220.95520 | 1,082.40 |
| | | | | 0211955 - FY 2021 | Prairie & Idaho Sewer Study - FISCAL YEAR | 2652-463.3220.95520 | 2,164.80 |
| VEN14037 | Lake City Law Group PLLC | | | | | | |
| APMWB | Check | | | 27966 | Legal services for contract disputes on the SH- | 652-463.3121.95520 | 4,380.00 |
| T11390 | T-O Engineers, Inc. | | | | | | |
| APMWB | Check | | | 200143-22 | Engineering and CMS services Ponderosa LS | 652-463.3214.95520 | 4,195.03 |
| | | | | 210583-4 | Bentley Lift Station Rehab Feb 2022 per contra | 652-463.3220.95520 | 7,485.08 |
| Dept 463 Total: | | | | | | | 23,307.31 |
| Fund 652 Total: | | | | | | | 23,307.31 |

Fund: 700 - SANITATION

Dept: 461 Sanitation

| | | | | | | | |
|--------------------------|-------------------------------|--|--|-------------------------------------|---|--------------------|-----------------|
| VEN07913 | CANNON HILL | | | | | | |
| APMWB | Check | | | 32955 | Wood Debris | 700-461.0000.65050 | 144.00 |
| VEN04268 | Coeur d'Alene Garbage Service | | | | | | |
| APMWB | Check | | | 1386027 | Dumpster | 700-461.0000.65050 | 94.00 |
| VEN02262 | Factory Direct Promos | | | | | | |
| APMWB | Check | | | 44006078 | 750 Navy Blue Insulated totes- Spring Event | 700-461.0000.62041 | 3,407.28 |
| K100 | Kootenai County Solid Waste | | | | | | |
| APMWB | Check | | | 10-80858.00 3.15.22 | Qemlin | 700-461.0000.65050 | 832.00 |
| | | | | 10-80244.00 3.15.22 | City Hall | 700-461.0000.65050 | 312.00 |
| | | | | 10-80242.00 3.15.22 | City Shop | 700-461.0000.65050 | 219.70 |
| | | | | 10-86790.00 3.15.22 | Chase Park | 700-461.0000.65050 | 208.00 |
| | | | | 10-82910.00 3.15.22 | Police Dept | 700-461.0000.65050 | 156.00 |
| | | | | 10-83148.00 3.15.22 | Kiwanis Park | 700-461.0000.65050 | 117.00 |
| | | | | 05-22587 | Yard Waste | 700-461.0000.65050 | 128.70 |
| | | | | 10-86115.00 3.15.22 | 12201 W Parkway Dr | 700-461.0000.65050 | 39.00 |
| | | | | 10-81519.00 3.15.22 | City Cemetery | 700-461.0000.65050 | 39.00 |
| | | | | 32-84101 | Concrete Debris | 700-461.0000.65050 | 30.75 |
| | | | | 32-83647 | | 700-461.0000.65050 | 27.90 |
| | | | | 10-83573.00 3.15.22 | Animal Shelter | 700-461.0000.65050 | 24.00 |
| | | | | 32-85457 | Concrete Waste | 700-461.0000.65050 | 9.30 |
| | | | | 05-22540 | Wood Waste | 700-461.0000.65050 | 5.85 |
| | | | | 10-83957.00 3.15.22 | Senior Center | 700-461.0000.65050 | 104.00 |
| Dept 461 Total: | | | | | | | 5,898.48 |
| Fund 700 Total: | | | | | | | 5,898.48 |

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

| | | | | | | | |
|----------------------|---------------------------|--|--|------------------------|----------------------------|--------------------|--------|
| A090 | Accurate Testing Labs LLC | | | | | | |
| APMWB | Check | | | 122513 | Coliform Presence/Absence | 750-462.0000.68360 | 125.00 |
| | | | | 122590 | Coliform Presence/ Absence | 750-462.0000.68360 | 125.00 |

| Vendor Number | Vendor Name | Bank Code | Payment Type | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--------------------------|--|-----------|--------------|-------------------------------------|---|--------------------|---------------------|
| | | APMWB | Check | 122470 | Coliform presence/absence, Nirtate | 750-462.0000.68360 | 175.00 |
| | | | | 122162 | Coliform Presence/ Absence | 750-462.0000.68360 | 125.00 |
| | | | | 122164 | VOC Drinking Water, SOC Full Idaho Well #10 | 750-462.0000.68360 | 1,255.00 |
| | | | | 122137 | Coliform presence/absence | 750-462.0000.68360 | 125.00 |
| | | | | 122591 | Nitrate Well # 3 | 750-462.0000.68360 | 25.00 |
| | | | | 122631 | Nitrate | 750-462.0000.68360 | 25.00 |
| | | | | 122451 | Coliform presence/Absence | 750-462.0000.68360 | 125.00 |
| A365 | American On-Site Services | | | | | | |
| | | APMWB | Check | 406964 | Porta potty Rental for BAT Class | 750-462.0000.63280 | 130.00 |
| B025 | Backflow Assembly Testing & Supply | | | | | | |
| | | APMWB | Check | G3122221 | Gauge calibration | 750-462.0000.66111 | 310.00 |
| VEN06511 | East Greenacres Irrigation Water Shut-offs | | | | | | |
| | | APMWB | Check | 03.29.22 | 6 Water Shut Offs 03.29.22 | 750-462.3317.33610 | 210.00 |
| F1000 | Ferguson Waterworks | | | | | | |
| | | APMWB | Check | SC54584 | Service Charge for February | 750-462.0000.63280 | 39.53 |
| VEN14305 | General Pacific, Inc | | | | | | |
| | | APMWB | Check | 1432911 | 3/4" METERS & 1" METERS | 750-462.0000.63280 | 10,401.00 |
| | | | | 1432913 | | 750-462.0000.63280 | 9,397.00 |
| | | | | 1431824 | Badger 8" Compound Meter | 750-462.0000.63280 | 8,605.00 |
| | | | | 1424946 | 1" and 3/4' Meters | 750-462.0000.63280 | 7,505.28 |
| | | | | 1432914 | 1.5 Elliptical Flange | 750-462.0000.63280 | 598.00 |
| I340 | Interstate Concrete & Asphalt | | | | | | |
| | | APMWB | Check | 732208 | 5/8" Top Course | 750-462.0000.63280 | 68.04 |
| K100 | Kootenai County Solid Waste | | | | | | |
| | | APMWB | Check | 10-81652.00 3.15.22 | Water Dept | 750-462.0000.65050 | 12.00 |
| VEN09639 | McHugh Bromley PLLC | | | | | | |
| | | APMWB | Check | 1000 2945 | February Legal Support for Adjudication and W | 750-462.0000.62010 | 106.00 |
| N0991 | Norco Inc | | | | | | |
| | | APMWB | Check | 344806.43 | Eye Flush | 750-462.0000.63110 | 33.84 |
| | | | | 34475873 | Alcohol Pads | 750-462.0000.63110 | 3.53 |
| VEN14559 | One Call Concepts, Inc | | | | | | |
| | | APMWB | Check | 2025023 | Locate Tickets | 750-462.0000.62320 | 207.80 |
| R2175 | Ross Point Water | | | | | | |
| | | APMWB | Check | 03.29.22 | 5 Water Shut Offs 03.29.22 | 750-462.3317.33610 | 175.00 |
| R251 | Serights Ace Hardware | | | | | | |
| | | APMWB | Check | 328673/1 | Shop supplies - Totes, wall hanger, clip spring | 750-462.0000.63280 | 151.91 |
| | | | | 328876/1 | Tie Down, PVC Cutter, Scratch Brush | 750-462.0000.63280 | 68.45 |
| | | | | 328950-1 | Shop Supplies | 750-462.0000.63280 | 25.27 |
| VEN02035 | Staples, Inc | | | | | | |
| | | APMWB | Check | 3498738606 | Supplies- Water | 750-462.0000.63060 | 37.39 |
| VEN05934 | Sunbelt Rentals | | | | | | |
| | | APMWB | Check | 123113193-0001 | Sander for Well 9 | 750-462.0000.67070 | 64.97 |
| VEN13988 | Tacoma Screw Products, Inc | | | | | | |
| | | APMWB | Check | 240026891-00 | Chain wrench, Hole cutter, Pilot Drill, Poly Tarç | 750-462.0000.63280 | 277.19 |
| T106 | Titan Truck Equipment | | | | | | |
| | | APMWB | Check | 1317681 | Divider for shelf - josh b truck | 750-462.0000.63280 | 21.20 |
| | | | | 1316744 | Adjustable divider shelf - Josh B | 750-462.0000.63280 | 165.78 |
| U145 | USABlue Book | | | | | | |
| | | APMWB | Check | 890511 | 4.5" Gauge 0-30 PSI/0-70 | 750-462.0000.68025 | 224.54 |
| W095 | Welding Fabrication Services | | | | | | |
| | | APMWB | Check | 23534 | Service Call 2/1/2022 -Replaced Keypad Spea | 750-462.0000.68010 | 190.00 |
| Dept 462 Total: | | | | | | | 41,133.72 |
| Fund 750 Total: | | | | | | | 41,133.72 |
| Fund: | 753 - WATER CAPITAL | | | | | | |
| | Dept: 462 Water Operating | | | | | | |
| J105 | J-U-B Engineers, Inc. | | | | | | |
| | | APMWB | Check | 0150836 | Engineering and CMS services for the Well Ho | 753-462.3224.95550 | 16,800.00 |
| Dept 462 Total: | | | | | | | 16,800.00 |

Fund 753 Total: 16,800.00

Report Total: 1,189,346.31



| Fund | Account | Amount |
|--------------------|--------------------|-----------|
| 001 - GENERAL FUND | | |
| | 001-22115 | 10,000.00 |
| | 001-411.0000.63870 | 18,672.50 |
| | 001-412.0000.66014 | 2,822.40 |
| | 001-413.0000.63060 | 31.89 |
| | 001-414.0000.62091 | 451.28 |
| | 001-414.0000.63060 | 153.91 |
| | 001-414.1445.62170 | 5,087.05 |
| | 001-414.1445.62190 | 3,044.06 |
| | 001-415.0000.62000 | 298.08 |
| | 001-421.0000.62040 | 2,284.79 |
| | 001-421.0000.63060 | 91.79 |
| | 001-421.0000.63070 | 135.10 |
| | 001-421.0000.63130 | 27.00 |
| | 001-421.0000.64010 | 100.00 |
| | 001-421.0000.64020 | 20.00 |
| | 001-421.0000.64030 | 11,133.94 |
| | 001-421.0000.65030 | 90.00 |
| | 001-421.0000.66014 | 2,822.40 |
| | 001-421.0000.66043 | 14,786.70 |
| | 001-421.0000.67020 | 87.06 |
| | 001-421.0000.67100 | 2,967.30 |
| | 001-421.0000.67170 | 360.00 |
| | 001-421.0000.67190 | 1,390.96 |
| | 001-421.0000.68010 | 207.00 |
| | 001-421.0000.68030 | 527.27 |
| | 001-421.0000.68050 | 231.75 |
| | 001-421.4000.72000 | 2,185.26 |
| | 001-421.4000.72010 | 1,000.79 |
| | 001-423.1153.68400 | 1,495.00 |
| | 001-424.0000.62040 | 200.00 |
| | 001-424.0000.63010 | 729.04 |
| | 001-424.0000.63040 | 465.78 |
| | 001-424.0000.63790 | 408.10 |
| | 001-427.0000.63000 | 560.25 |
| | 001-427.0000.64030 | 300.53 |
| | 001-427.0000.68010 | 52.85 |
| | 001-431.0000.63000 | 89.49 |
| | 001-431.0000.63060 | 129.20 |
| | 001-431.0000.63260 | 1,090.75 |
| | 001-431.0000.63525 | 1,837.84 |
| | 001-431.0000.67090 | 25.19 |
| | 001-431.0000.68090 | 1,105.44 |
| | 001-431.0000.68100 | 6,018.00 |
| | 001-431.0000.68110 | 2,408.60 |
| | 001-431.0000.68130 | 4,566.25 |
| | 001-431.0000.68150 | 647.96 |
| | 001-432.0000.62060 | 40.00 |
| | 001-432.0000.63060 | 40.37 |
| | 001-434.0000.63011 | 263.70 |
| | 001-434.0000.63012 | 101.74 |
| | 001-434.0000.63160 | 466.81 |
| | 001-434.0000.67090 | 185.45 |
| | 001-434.0000.67170 | 425.75 |
| | 001-434.0000.67210 | 44.03 |
| | 001-435.0000.66020 | 30,000.00 |
| | 001-441.0000.62040 | 12,398.00 |

| | |
|---------------------------------|-------------------|
| 001-441.0000.63210 | 478.22 |
| 001-441.0000.64030 | 32.50 |
| 001-441.0000.66190 | 426.98 |
| 001-441.0000.67070 | 352.00 |
| 001-441.0000.67090 | 76.97 |
| 001-441.0000.68230 | 244.80 |
| 001-441.0000.91000 | 12,295.00 |
| 001-442.0000.63420 | 3,687.00 |
| 001-442.0000.63760 | 15,172.00 |
| 001-442.0000.67030 | 57.57 |
| 001-442.0000.67090 | 49.01 |
| 001-443.0000.63060 | 122.42 |
| 001-443.0000.63110 | 156.08 |
| 001-443.0000.64030 | 9.45 |
| 001-443.0000.66190 | 409.08 |
| 001-443.0000.67030 | 190.72 |
| 001-443.0000.67050 | 148.02 |
| 001-443.0000.67090 | 301.08 |
| 001-443.0000.68013 | 388.10 |
| 001-443.0000.68160 | 163.44 |
| 001-443.0000.68170 | 96.83 |
| 001-443.0000.68190 | 1,910.00 |
| 001-443.0000.68220 | 109.03 |
| 001-443.0000.68230 | 8,981.29 |
| 001-443.0000.68250 | 192.76 |
| 001-443.1658.62330 | 1,942.17 |
| 001-444.0000.94180 | 26.49 |
| 001-445.0000.62040 | 498.40 |
| 001-445.0000.63080 | 79.05 |
| 001-445.0000.63430 | 936.90 |
| 001-445.0000.66050 | 212.60 |
| 001-451.0000.62000 | 816.71 |
| 001-451.0000.63060 | 117.91 |
| 001-451.0000.66050 | 134.22 |
| 001-452.0000.62040 | 50.00 |
| 001-452.0000.66050 | 134.22 |
| 001-453.0000.62040 | 561.40 |
| 001-453.1901.66050 | 134.22 |
| 001-481.0000.68395 | 351.97 |
| Fund 001 Total: | 199,153.01 |
| 003 - PERSONNEL BENEFIT POOL | |
| 003-482.0000.62040 | 5,000.00 |
| 003-482.0000.62160 | 25.00 |
| 003-482.0000.64020 | 4,750.00 |
| 003-482.0000.66016 | 9,089.58 |
| 003-482.0000.73020 | 96.16 |
| 003-482.4000.73000 | 280.00 |
| Fund 003 Total: | 19,240.74 |
| 008 - 911 SUPPORT | |
| 008-426.0000.80240 | 251.55 |
| Fund 008 Total: | 251.55 |
| 037 - STREETS IMPACT FEES | |
| 037-431.0000.95134 | 722.41 |
| 037-431.0000.95137 | 36,097.32 |
| Fund 037 Total: | 36,819.73 |
| 650 - RECLAIMED WATER OPERATING | |
| 650-463.0000.62040 | 899.50 |
| 650-463.0000.62150 | 44,329.33 |
| 650-463.0000.63060 | 199.41 |
| 650-463.0000.63400 | 2,055.76 |
| 650-463.0000.65050 | 416.00 |
| 650-463.0000.67090 | 183.33 |
| 650-463.0000.68010 | 232.37 |
| 650-463.0000.68025 | 6,854.73 |
| 650-463.0000.68360 | 4,208.84 |
| 650-466.0000.62040 | 684.00 |

| | | |
|---|------------------------|---------------------|
| | 650-466.0000.62320 | 484.84 |
| | 650-466.0000.63006 | 262.52 |
| | 650-466.0000.63330 | 193.95 |
| | 650-466.0000.64020 | 133.63 |
| | 650-466.0000.67090 | 178.00 |
| | 650-466.0000.68021 | 172.53 |
| | 650-468.0000.63070 | 266.23 |
| | 650-468.0000.68380 | 235.37 |
| | Fund 650 Total: | 61,990.34 |
| 651 - RECLAIMED WATER CAPITAL - WWTP | | |
| | 651-463.3213.90015 | 783,313.66 |
| | 651-463.6505.95520 | 1,437.77 |
| | Fund 651 Total: | 784,751.43 |
| 652 - RECLAIMED WATER CAPITAL - COLLECTOR | | |
| | 652-463.3121.95520 | 4,380.00 |
| | 652-463.3214.95520 | 4,195.03 |
| | 652-463.3219.95520 | 4,000.00 |
| | 652-463.3220.95520 | 10,732.28 |
| | Fund 652 Total: | 23,307.31 |
| 700 - SANITATION | | |
| | 700-461.0000.62041 | 3,407.28 |
| | 700-461.0000.65050 | 2,491.20 |
| | Fund 700 Total: | 5,898.48 |
| 750 - WATER OPERATING | | |
| | 750-462.0000.62010 | 106.00 |
| | 750-462.0000.62320 | 207.80 |
| | 750-462.0000.63060 | 37.39 |
| | 750-462.0000.63110 | 37.37 |
| | 750-462.0000.63280 | 37,453.65 |
| | 750-462.0000.65050 | 12.00 |
| | 750-462.0000.66111 | 310.00 |
| | 750-462.0000.67070 | 64.97 |
| | 750-462.0000.68010 | 190.00 |
| | 750-462.0000.68025 | 224.54 |
| | 750-462.0000.68360 | 2,105.00 |
| | 750-462.3317.33610 | 385.00 |
| | Fund 750 Total: | 41,133.72 |
| 753 - WATER CAPITAL | | |
| | 753-462.3224.95550 | 16,800.00 |
| | Fund 753 Total: | 16,800.00 |
| | Report Total: | 1,189,346.31 |

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 04.6.22

| | | | | |
|-----------|----------------------|---|-----------------------------|--------------------|
| 3/11/2022 | \$ 47.15 | 86756 AT&T - Long Distance | Pay Before Due Date | Various |
| 3/11/2022 | \$ 506.24 | 86757 AT&T Mobility | Pay Before Due Date | Various |
| 3/11/2022 | \$ 37,406.42 | 86758 Avista Utilities | Pay Before Due Date | Various |
| 3/11/2022 | \$ 162.59 | 86759 H & H Business Systems, Inc. | Pay Before Due Date | Various |
| 3/11/2022 | \$ 1,713.35 | 86760 Kootenai Electric | Pay Before Due Date | Various |
| 3/11/2022 | \$ 90.00 | 86761 Language Line Services | Pay Before Due Date | 001-421.0000.65030 |
| 3/11/2022 | \$ 1,526.43 | 86762 Level 3 Communications | Pay Before Due Date | 001-421.0000.65030 |
| 3/11/2022 | \$ 1,213.45 | 86763 Ricoh USA Inc. | Pay Before Due Date | Various |
| 3/11/2022 | \$ 152.11 | 86764 Time Warner Cable | Pay Before Due Date | Various |
| 3/11/2022 | \$ 670.30 | 86765 Verizon Wireless | Pay Before Due Date | Various |
| 3/11/2022 | \$ 2,446.02 | 86766 Ziplly Fiber | Pay Before Due Date | Various |
| 3/23/2022 | \$ 63,254.96 | 86771 AVISTA Utilities | Pay Before Due Date | Various |
| 3/23/2022 | \$ 44.37 | 86772 Kootenai Electric | Pay Before Due Date | 001-443.0000.65021 |
| 3/23/2022 | \$ 425.87 | 86773 SOLV Business Solutions-Safeguard | Pay Before Due Date | Various |
| 3/23/2022 | \$ 170.79 | 86774 Time Warner Cable | Pay Before Due Date | Various |
| 3/23/2022 | \$ 473.23 | 86775 Verizon Wireless | Pay Before Due Date | Various |
| 3/23/2022 | \$ 1,641.00 | 86776 Ziplly Fiber | Pay Before Due Date | Various |
| 3/30/2022 | \$ 71.20 | 86792 AT&T - Long Distance | Pay Before Due Date | 001-431.0000.65030 |
| 3/30/2022 | \$ 5,063.13 | 86793 AT&T Mobility | Pay Before Due Date | 001-421.0000.65030 |
| 3/30/2022 | \$ 29.14 | 86794 H&H Business | Pay Before Due Date | 001-431.0000.63060 |
| 3/30/2022 | \$ 451.28 | 86795 Level 3 Communications | Pay Before Due Date | Various |
| 3/30/2022 | \$ 1,526.39 | 86796 Level 3 Communications | Pay Before Due Date | 001-421.0000.65030 |
| 3/30/2022 | \$ 2,416.21 | 86797 Level 3 Communications | Pay Before Due Date | various |
| 3/30/2022 | \$ 501.32 | 86798 Ricoh | Pay Before Due Date | various |
| 3/30/2022 | \$ 35,479.00 | 86799 Robideaux motors | Vehicle is ready for pickup | 001-431.0000.90050 |
| 3/30/2022 | \$ 111.57 | 86800 Spectrum | Pay Before Due Date | 650-466.0000.65040 |
| 3/30/2022 | \$ 279.96 | 86801 Time Warner Cable | Pay Before Due Date | 001-412.0000.65040 |
| 3/30/2022 | \$ 1.42 | 86802 Verizon Wireless | Pay Before Due Date | 650-463.0000.65030 |
| 3/30/2022 | \$ 71.67 | 86803 Ziplly Fiber | Pay Before Due Date | 650-463.0000.65030 |
| | \$ 157,946.57 | | | |

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022

DATE: 3/29/2022 8:25 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Angel Clark Development Agreement and Reasoned Decision File No. RZNE-0010-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the Mayor's signature of both the Development Agreement and Reasoned Decision for the Angel Clark Zone Change.

DISCUSSION:

The applicant (Rob Clark, Angell Clark Properties, LLC) has requested to rezone approximately 4.2 acres from Single-Family Residential (R1) to Community Commercial Services (CCS). The property is generally located east of the intersection of W. Grange Ave. and N. Spokane St. within the Prairie Falls Golf Course Development.

On December 14, 2021 a public hearing was held before the Planning & Zoning Commission, after receiving testimony and hearing the staff report, the Commission moved to recommend approval of the requested zone change. The City Council held a public hearing and approved the requested zone change on February 1, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approval

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

DEVELOPMENT AGREEMENT
Prairie Falls Golf Course Commercial (CCM) Zone Change
(File No. RZNE-0010-2021)

THIS AGREEMENT is made this 14th day of March, 2022, 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 **Angell Clark Properties, LLC.**, an Idaho Limited Liability Company, with its principal place of business at 4940 S. Greensferry Road, Post Falls, ID 83854.

WHEREAS, Angell Clark Properties, LLC., (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) within the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to rezone from Single Family Residential (R-1) to Community Commercial Mixed (CCM) and develop consistent with City regulations and the terms of this Agreement; 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 rezone the Property from Single Family Residential (R-1) to the Community Commercial Mixed (CCM) zone 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 rezoning of the Property while the City seeks to obtain surety regarding the manner in which the Property will be developed as contemplated by Idaho Code § 67-6511A. Owner acknowledges that City has no duty to rezone 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 east of the intersection of Grange Avenue and Spokane Street 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 and comply with City submittal standards. 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, conforming with City submittal standards, 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. DEVELOPMENT OF THE PROPERTY

- 3.1. Allowed Uses: Owner acknowledges that the Property is part of a larger golf course development and that it is the intention of the parties that the Property will be developed in a manner that supports and supplements the golf course by providing related retail and service uses to golf course patrons and the surrounding community. As such, Owner agrees that the only uses that can be developed on the Property are:
- 3.1.1. Golf Pro Shop (with related retail sales).
 - 3.1.2. Full-Service Restaurant (excluding drive through restaurants).
 - 3.1.3. Bars (only in conjunction with a full-service restaurant).
 - 3.1.4. Virtual Golf (with related indoor recreational uses).
 - 3.1.5. Small Grocery Stores and Convenience Sales (excluding gas sales).
 - 3.1.6. Small Fitness Centers.
 - 3.1.7. Coffee Shops.
 - 3.1.8. Salon/Day Spa.
 - 3.1.9. Bakery/Delicatessen/Ice Cream Shop/Snack Bar/Wine Shop.
 - 3.1.10. Clothing Boutique.
 - 3.1.11. Hotel (up to 17 rooms when located above the ground floor of a mixed-use building).
- 3.2. Denial of Approval for Additional Uses: Owner agrees to not seek approval for any use not listed in Section 3.1 and consents to the City withholding development approvals for any other use on the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval. 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.
- 3.3. Other Limitations on Development: Owner agrees that no structure on the Property may exceed two stories in height and that no guest will be allowed to stay in the hotel for longer than 30 days. Additionally, the Owner agrees that the Property will be developed in compliance with the City's zoning regulations. Additionally, Owner agrees to comply with the additional restrictions contained in this Agreement to help ensure that the development of the Property results in an attractive, safe, and healthy environment for future residents.
- 3.4. Common Areas: Owner agrees to maintain all community common areas and all open space tracts and all improvements within such tracts. This obligation includes clearing snow from sidewalks and trails and irrigating street trees and landscaping areas.
- 3.5. Improvements Along Spokane Street: Owner agrees to maintain stormwater swales, planting strips, sidewalks, trails, and the right-of-way landscaping areas along the Property's Spokane Street frontage; including snow removal from trails and sidewalks.

ARTICLE IV. FEES

- 4.1. 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), annexation fees, 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.

ARTICLE V. MISCELLANEOUS

- 5.1. 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.
- 5.2. Default: 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 terminate this Agreement in its sole judgment and pass an ordinance rezoning the property to the pre-existing zone or otherwise rezone the Property. Execution of this Agreement by the Owner will be deemed to be written consent to rezone the Property should the Owner default on this Agreement. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for declaring a default of this Agreement and rezoning the Property as allowed by this Section.
- 5.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 5.4. Time is of the Essence: Time is of the essence in this Agreement.
- 5.5. Merger and Amendment: All promises and prior negotiations of the parties' related to the approval of the RM zone 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.
- 5.6. 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.
- 5.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.

- 5.8. 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.
- 5.9. 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.
- 5.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 5.11. 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.
- 5.12. 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.
- 5.13. 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.
- 5.14. 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.

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

ANGELL CLARK PROPERTIES, LLC.

By: _____
Ronald G. Jacobson, Mayor

By: _____
Johnny R. Clark, Member

Attest: _____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

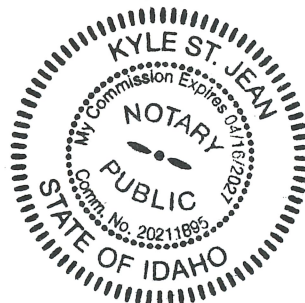
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
 : ss
County of Kootenai)

On this 14 day of March, 2022, before me, a Notary for the State of Idaho, personally appeared **Johnny R. Clark, Member** of Angell Clark Properties, LLC, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation.

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

Kyle St. Jean
Notary Public for the State of Idaho
Residing at: WTB Post Falls
Commission Expires: 4/16/27



PROPOSED COMMERCIAL ZONE CHANGE

PRAIRIE FALLS GOLF COURSE

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER OF SECTION 27 BEING A FOUND 5/8" REBAR WITH 2.5 ALUMINUM CAP MARKED L.S. 6602, THENCE NORTH 0°13'56" EAST A DISTANCE OF 174.53 FEET, THENCE SOUTH 89°06'52" EAST A DISTANCE OF 40.00 FEET, THENCE SOUTH 0°13'56" EAST A DISTANCE OF 41.11 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 89°46'33" EAST A DISTANCE OF 17.63 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 255.50 FEET, A DELTA ANGLE OF 14°36'41", AND ARC LENGTH OF 65.16 FEET AND A CHORD THAT BEARS NORTH 82°55'07" EAST A DISTANCE OF 64.98 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 99.50 FEET, A DELTA ANGLE OF 15°16'13", AN ARC LENGTH OF 26.52 FEET AND A CHORD THAT BEARS NORTH 83°14'58" EAST A DISTANCE OF 26.44 FEET;

THENCE SOUTH 89°06'52" EAST A DISTANCE OF 12.10 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 85.50 FEET, A DELTA ANGLE OF 28°32'49", AN ARC LENGTH OF 42.60 FEET, AND A CHORD THAT BEARS NORTH 76°36'49" EAST A DISTANCE OF 42.16 FEET;

THENCE SOUTH 89°46'04" EAST A DISTANCE OF 140.80 FEET;

THENCE SOUTH 18°29'09" EAST A DISTANCE OF 244.59 FEET;

THENCE SOUTH 4°49'03" EAST A DISTANCE OF 268.40 FEET;

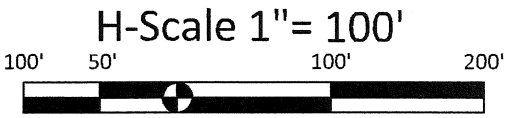
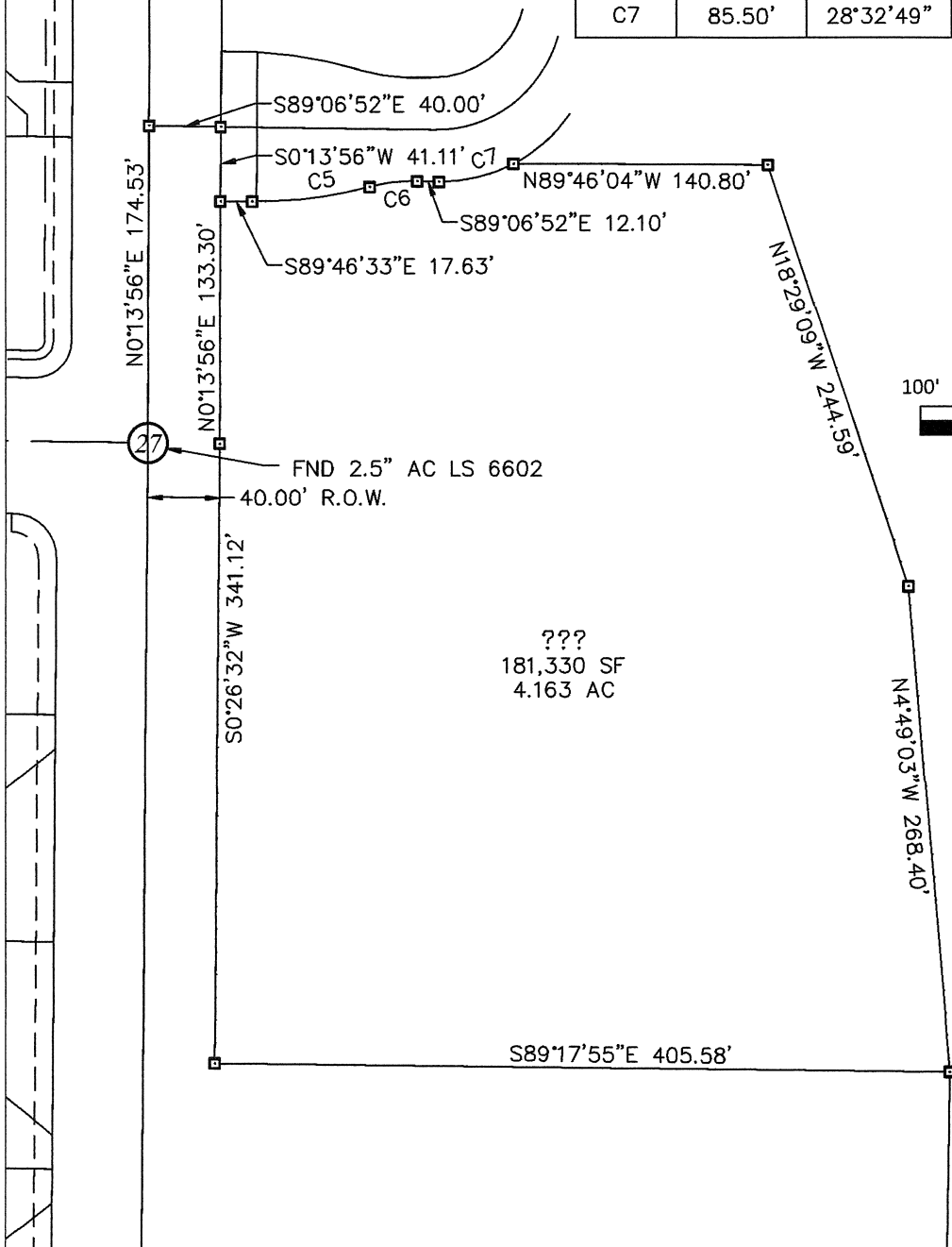
THENCE NORTH 89°17'55" WEST A DISTANCE OF 405.58 FEET TO THE EAST RIGHT OF WAY OF SPOKANE STREET;

THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 0°26'32" EAST A DISTANCE OF 341.12 FEET ALONG THE WEST SIDE OF SAID TAX NUMBER;

THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 0°13'56" EAST A DISTANCE OF 133.30 FEET TO THE **TRUE POINT OF BEGINNING**.

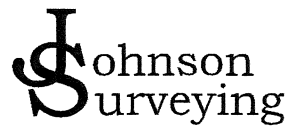
CONTAINING 4.163 ACRES MORE OR LESS.

| CURVE TABLE | | | | | |
|-------------|---------|-----------|--------|------------|-------------|
| CURVE | RADIUS | DELTA | LENGTH | CRD. DIST. | CHORD |
| C5 | 255.50' | 14°36'41" | 65.16' | 64.98' | N82°55'07"E |
| C6 | 99.50' | 15°16'13" | 26.52' | 26.44' | S83°14'58"W |
| C7 | 85.50' | 28°32'49" | 42.60' | 42.16' | N76°36'49"E |



???
181,330 SF
4.163 AC

PROPOSED COMMERCIAL ZONING
 A PORTION OF THE EAST 1/2 OF SECTION 27, TOWNSHIP 51N, RANGE 5W.,
 BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



| | | | |
|--------------------------|-----------------|-----------------------|----------------|
| DATE SURVEYED: | DRAFTED BY: ATM | PLOT DATE: 10-22-2021 | SHEET 1 / 1 |
| FILE NAME: 21-285 SURVEY | CHECKED BY: CJJ | PROJECT No.: 21-285 | |

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

**Angell Clark Zone Change
File No. RZNE-0010-2021**

City Council

Reasoned Decision

A. INTRODUCTION:

APPLICANT: Rob Clark

LOCATION: East of the intersection of W. Grange Avenue and N. Spokane Street.

REQUEST: Rezone approximately 4.2 acres from Single-Family Residential (R1) to Community Commercial Mixed (CCM).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Site Plan
4. A-4 Legal
5. A-5 Map
6. A-6 Title Report
7. A-12 Annexation Agreement
8. S-1 Vicinity Map
9. S-2 Zoning Map
10. S-3 Future Land Use Map
11. S-4 Special Use Permit on Record
12. S-5 Proposed Draft Development Agreement
13. PA-1 PFPD Comments
14. S-6 P&Z Staff Report
15. S-7 Development Agreement
16. S-8 Signed Minutes 12-14-2021
17. S-9 Signed Zoning Recommendation
18. PA-2 PFHD Comments
19. PA-3 KCFR Comments
20. PA-4 DEQ Comments
21. Testimony at the public hearing on February 1, 2022 including:

Jon Manley, Planning Manager

Mr. Manley presented the staff report and testified that the requested action is for the Council to review the request to rezone approximately 4.2 acres in the City of Post Falls from Single Family Residential (R1) zoning to the Community Commercial Mixed (CCM) zoning district. He noted that the zone will require a Development Agreement for the Property that will add additional control measures. He explained that the location is on the east side of the

intersection of Spokane Street and West Grange Avenue. Currently there is a clubhouse, maintenance building, and parking lot at the location.

Mr. Manley explained the history of the property, testifying that the property was annexed in the early nineties and the annexation agreement contemplated the development of a golf course and assessed annexation fees for the proposed clubhouse area at a commercial rate assuming that that area may have commercial uses. Additionally, a special use permit was issued for the property in 1994 allowing for the construction of a clubhouse, pro shop, snack bar, food service, restrooms, office, and beer and wine sales on the subject property.

Mr. Manley testified that the development agreement, if approved, allows for the following uses: Golf Pro Shop (with related retail sales), Full-Service Restaurant (excluding drive through restaurants), Bars (only in conjunction with a full-service restaurant), Virtual Golf (with related indoor recreational uses), Small Grocery Stores and Convenience Sales (excluding gas sales), Small Fitness Centers, Coffee Shops, Salon/Day Spa, Bakery/Delicatessen/Ice Cream Shop/Snack Bar/Wine Shop, Clothing Boutique, Hotel (up to 17 rooms when located above the ground floor of a mixed-use building).

Mr. Manley testified that there is no significant topology of vegetation that would inhibit redevelopment of the site, it is already an established golf course community. He stated that water and sewer are provided by the City of Post Falls.

Mr. Manley testified that in reviewing zone changes, staff looks at relevant review criteria. He stated that staff report reviewed the the goals and policies of the comprehensive plan. He illustrated that the area is currently zoned R1 and is surrounded by other R1 zoning. He testified that the area is designated low density residential on the future land use map. He noted that the district entertains commercial uses if they are consistent with the focus area, featuring higher traffic volumes or designed to function as a pedestrian friendly focal point.

Mr. Manley testified that the applicable focus area is the Central Prairie focus area. He explained that the focus area provides that commercial uses can be provided along arterial or collector streets where traffic volume exceeds 4,000 vehicles per day. He testified that Spokane Street is currently under 3,000 trips per day but is anticipated to have 5,000 trips per day in 2035.

Mr. Manley testified that the proposed zone is located along a higher classified roadway, as Spokane Street is classified as a Major Collector. He testified that the location is not near a higher intense urban area. Finally, he testified that the application is not for industrial zoning so it is inapplicable to the request.

Mr. Manley testified they are currently doing some commercial uses under the special use permit but the zone change would allow some of those uses to be expanded. He noted that having it in the more finite CCM zone reduces the subjectivity of the proposed uses.

Rob Clark, Angell Clark Properties, Applicant

Mr. Clark testified that they are seeking to make the golf course more of a destination to make it a profitable and sustainable enterprise. He noted that the plans include a restaurant, retail, and virtual golf. Additionally, they would have lease space for things like a gym, coffee shop, spa as well as 17 hotel rooms aimed at stay and play golf patrons. In rebuttal, Mr. Clark testified that they are intending to create a play area for kids and that the site has been laid out so that the 2 story structure should only block views of their existing maintenance building. He noted that the height will be no taller than any 2 story homes in the area.

Ryan Zane

Mr. Zane testified that he is in favor of the application.

Kip Clark

Mr. Clark testified that he lives close to the area and he believes that his son's proposal will be positive for the city.

Rochel McKenna

Ms. McKenna testified that she has know the applicant for many years and he will do a good job with the development. She believes it will bring revenue to the city and become a destination.

Howard Burns

Mr. Burns questioned whether the development agreement would apply to future owners and whether conditions could be added to the approval.

Mike Pelissero

Mr. Pelissero questioned whether a play area for kids could be created for the children of people staying at the hotel.

Samantha Steigleder

Ms. Steigleder testified that the proposed uses are not a good fit for the area and the building will block views.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

C1. Amendments to the zoning map should be in accordance with the Future Land Use Map.

Based on the testimony provided and the staff report, The Future Land Use Map in the Comprehensive Plan designates this area as Residential. However, the Central Prairie focus area indicates that commercial uses near identified commercial nodes and along arterial and collector streets with traffic volume exceeding 4,000 trips per day is appropriate. Spokane Street is classified as a major collector. The testimony of Jon Manley and the staff report indicate that while traffic volumes are currently less than 4,000 trips per day, that volume is expected to increase to meet the 4,000 trips per day criteria. Based on that, the City Council finds that the request is consistent with the Future Land Use Map contained in the Comprehensive Plan.

C2. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.

Based on the testimony provided and the staff report, the City Council finds that the requested zone change is consistent with the goals and policies contained in the comprehensive plan and that the proposal is consistent with the following relevant goals and policies:

Goal:

Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health (G.1).

Creating a diverse community with housing near neighborhood commercial activities assists creating live, work, play neighborhoods. Additionally, it may reduce the reliance of services being rendered on more highly trafficked corridors.

Maintain and improve Post Falls' small-town scale, charm and aesthetic beauty. (G.3).

Placing Community Commercial Services at this location is an appropriate area for urban growth supporting an accessible work, live, and shop environment in an area serviced by a street suitable for higher levels of traffic. It creates a neighborhood-friendly business within walking distance of residential uses. The plans call for a two-story building, which is the same height as a two-story house.

Keep Post Falls' neighborhoods safe, vital, and attractive. (G.5)

The proposal ensures their neighborhoods are kept safe, active and aesthetically pleasing. The proposal is an attractive, pedestrian-friendly development, with neighborhood-scale commercial services.

Maintain the City of Post Falls' long-term fiscal health. (G.12)

Services that cities provide cannot be sustained without fiscal balance and accountability. This proposal serves the City of Post Falls' obligation to sustain its

fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide rate-payers with efficient, effective services now and in the future.

C3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

The City Council finds that the subject property is adjacent to Spokane Street (Major Collector). The requested zoning is in conformance with the anticipated land uses and trip generations within the City’s Transportation Master Plan as noted in the staff report. Major Collector roadways have identified capacities in the Transportation Master Plan of 4,000 to 12,000 trips per day. There was no testimony or other contrary evidence received. Given that, the Council finds that the requested zone change will not have negative impacts to the City’s transportation network that are not previously identified as being mitigated thru collection of Transportation Impact Fees.

Water and Sanitary Sewer:

Based on the staff report, the Council finds that water and sanitary sewer are available to the site. Sanitary Sewer and water would be provided by the City of Post Falls. The requested zoning is in conformance with the land use assumptions in the City’s Sanitary Sewer Master Plan and the City has the capacity to provide both water and sanitary sewer service the property at the requested zoning. No contrary evidence was received.

Compatibility with Existing Development and Future Uses:

To the west are single family homes. To the north are developing single family homes in the Golf Course. To the east is the existing golf course. To the south is the City of Post Falls Cemetery. It is unknown of any other future uses surrounding this request other than that are not currently existing. The Council finds, based on the staff report and the testimony of Kip Clark and Ryan Zane, who live in the area, that the allowed additional uses will be compatible with the existing development and provide services to the residents in the area. While there was testimony that the structures will block the view, we find that testimony less persuasive because the height of the structures will be limited to the same height as 2 story residential structures. Given that, the Council finds that the proposed uses are consistent with this consideration.

Future Land Use Designation and Community Plans:

As discussed above, the request is consistent with the Future Land Use Map and the Comprehensive Plan.

Geographic/Natural Features:

Based on the staff report, the Council finds the site contains no geographic or other natural features that would affect development of the site.

C4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

The proposed zone is located along higher classified roadways. Spokane Street is classified as a Major Collector (4,000-12,000 trips per day). The Council finds that Commercial would be assigned along a street with a higher road classification.

C5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

The Council finds that this location is not near a higher intensity urban activity.

C6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

The Council finds this criterion inapplicable to the request, as Industrial zoning is not being requested as part of this consideration nor is Industrial zoning situated near the requested area.

D. DECISION:

Angell Clark Zone Change, File No. RZNE-0010-2021: Based on the record developed through the public hearing process and the recommendation of the Planning and Zoning Commission, the City Council hereby approves the requested zone change to Community Commercial Mixed (CCM) zoning conditioned on the applicant complying with the terms of the Development Agreement between the parties entered into concurrent with this decision.

Date

Mayor

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: 4/5/2022

DATE: 3/29/2022 8:52 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bryan Myers
SUBJECT: Crown Pointe Regrading-Masuen Consulting Design Contract

ITEM AND RECOMMENDED ACTION:

Staff recommends acceptance of the contract with Masuen Consulting, LLC for Technical Landscape and Irrigation Design Services and authorize the Mayor to sign the Agreement with Masuen Consulting, LLC for the same.

DISCUSSION:

Upon acceptance of Crown Point Park from the local developer a number of items were identified as in need of modification to bring this new facility in line with the Park Development Standards and provide the most benefit to the community. Some of those items have been completed like adding epoxy court surfacing, a neighborhood scale playground structure and restroom facility. This request is the first step to addresses less visible yet foundational issues present within the park. This contract will provide staff with the necessary information to request quotes from local contractors and/or complete work utilizing parks staff wherever beneficial, in and effort to modify the grading within the park, relocate an inconveniently placed irrigation mainline, and modify the existing irrigation system as needed to ensure its performance meets or exceeds industry best practices.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

n/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

8,100

BUDGET CODE:

001-443.0000.62040

CITY OF POST FALLS:

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

City Contract Administrator: Jason Falkner, Finance Director. Phone: (208) 457- 3310
Email: jfaulkner@postfallsidaho.org

City Project Manager: Bryan Myers, Parks Manager. Phone: (208) 446.9988.
Email: bmyers@postfallsidaho.org

CONSULTANT:

Masuen Consulting, LLC
301 S. Washington Ave Suite G, Newport, WA 99156
Firm Project Manager: Mitch Walker, President. Phone: (866) 928-1533
Email: mitch@masuenconsulting.com

THIS AGREEMENT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and Masuen Consulting, LLC having offices for the transaction of business at 301 S. Washington Ave Suite G, Newport, WA 99156 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, the City desires to obtain Technical Irrigation and Landscape Consulting within the City; and

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

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

ARTICLE 1. SUBJECT AND PURPOSE

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

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project is to be located 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 of the 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 shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or their representative.

2.3. **PERSONNEL:** The Consultant represents that it has or will secure at its own expense all personnel required to perform its services 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's Project Manager and/or other key employee(s) may not be replaced without obtaining the City's approval, which will not be unreasonably withheld. 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 applicable specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that may have been submitted at the City's 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. Provided, however, that 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. Notice of any such assignment or transfer shall be furnished 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 to provide approvals pursuant 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 of time required for the City's review and for the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. **BASIS OF COMPENSATION:** Consultant will be paid at an hourly rate based on the rates listed in the Budget section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$8,100.00 without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or modified 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, which are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include expenses 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 provide any additional compensation, payment, use of facilities, service, or other thing of value to the Consultant in connection with performance of agreement duties. 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 computation of the Consultant's fee and may not be charged to the City.

3.4. **TIME OF PAYMENT:** Payments will be made in monthly installments based on an invoice of services rendered and costs incurred during the previous month. Each invoice will contain the project/contract number and be sequentially numbered beginning with "Pay Request 1". The invoice will be addressed to the Project Manager at the address listed above. The invoice will be paid within 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 is inclusive of applicable payment terms, as well as, any and all fees incurred by the Consultant through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the City shall apply, unless otherwise preapproved by the City.

3.6. **FINAL INVOICE:** In order 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 thereupon be closed and any budget balances deleted, the Consultant agrees that any further charges not properly 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 coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The 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 with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls Parks & Recreation Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the 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 City of Post Falls, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

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

4.4. **WORKERS COMPENSATION:** The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting to the City from such failure, either by way of 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 due 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 in accordance with the terms of this Agreement through no fault of the Consultant.

5.2. TERMINATION BY CITY: This Agreement may be terminated by the City 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 an itemized breakdown and documentation by the Consultant 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 out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend (at the city's sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. Consultant's defense obligation under the indemnity paragraph shall include only the

reimbursement of reasonable defense costs to the extent of 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 Contract 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 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 specifically 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 contract or work performed or materials furnished directly or indirectly because of this contract.

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 and 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 prior to expiration.

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, title and interest to the Materials. The Consultant will, upon request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register 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 paper, electronic, or other 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, reproduced or used for any purpose other than performance of the Consultant's obligations under this Agreement without the prior written consent of the City's Designated Representative 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 foregoing 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 regular course

of its business. The City further waives any claim it might have against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after the completion of 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 infringe 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, 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 Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the City, at any time during their normal operating hours, all records, books or pertinent information which the Contractor 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 required for the purpose of 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 performance of its services set forth in this Agreement.

7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS: The CONSULTANT shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

ARTICLE 8. GENERAL CONDITIONS

8.1. PAYMENT OF TAXES: This Contract 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 specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the terms of this Agreement.

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

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

8.6. WAIVER: No officer, employee, agent or otherwise of the City, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the 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 hereof, or the right of the City to hereafter enforce each and every such provision.

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

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

8.9. RECOVERY OF FUNDS: Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under the Contract or under any other contract between the Consultant and the City including reasonable attorney fees and or any other collection costs. The rights of City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the 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 his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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 entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

8.16 **NONDISCRIMINATION:** The 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 will all the Nondiscrimination Requirements contained in **Exhibit "B"**, which by this reference is incorporated herein.

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

(1) **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Consultant employs ten (10) or more persons, then 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).

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

1. Change Orders; and
2. This Agreement; and
3. Exhibit "A" Scope of Work; and
4. Exhibit "B" Nondiscrimination Requirements; and

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: March ____, 2022

CONSULTANT

Mitch Walker, President
Masuen Consulting, LLC

Date: March ____, 2022

State of Idaho)
 : ss
County of _____)

On this _____ day of March, 2022 before me, a notary for the State of Idaho, personally appeared Mitch Walker who, being by me first duly sworn, declared that they is a President of Masuen Consulting, LLC that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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

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

Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

EXHIBIT A

DATE: February 28, 2022

COMPANY NAME: City of Post Falls
Attention: Bryan Myers
Address: 1220 E 3rd Ave
Email: bmyers@masuenconsulting.com

PROJECT NAME: Crown Pointe Site Evaluation and Grading Plan

PROJECT CODE: CPF-2202

PROJECT DESCRIPTION: Masuen Consulting to evaluate the site, give the city their recommendations on what to do at the site to bring into proper operation, and deliver a grading plan.

DEPARTMENT: Technical Consulting

Scope: Utilizing the landscape plan labeled Landscape Plan Post Falls, Idaho dated 3/21/17 to evaluate the site and provide recommendations to the city to address pressure, operational, and safety concerns. Note: Does not include a site visit, only a desktop analysis.

Deliverables: Masuen will deliver a report in PDF format, detailing observations and information collected/observed and provide recommendations to rectify noted issues and concerns.

Schedule: The work will be delivered within 21 days of the site being brought online.

Fee: \$150 an hour (total fees not to exceed \$1,500).

DEPARTMENT: Technical Consulting

Scope: Masuen will utilize GPS, sUAS aerial topographic mapping, and high resolution orthomosaic photo with 1ft. contours and overlay the data onto the provided City of Post Falls landscape plans from 3-21-2017.

Deliverables: Masuen will deliver an AutoCAD file with 3D surface data, aerial image, and landscape overlaid to scale.

Schedule: The work will be delivered within 28 days of the site being brought online.

Fee: \$150 an hour not to exceed \$4,500.

DEPARTMENT: Technical Consulting

Scope: Create **re-grading** plan using created AutoCAD file with 3D Surface data, aerial image and scaled landscape overlay. Grading plan to address the grassed area only (open space contained within the perimeter path) at Crown Pointe Park in Post Falls, ID. It is our understanding this parcel is to continue to be used as recreational open space for residents of this development. Existing hardscapes are to remain 'as is'.

Tasks included in this Scope of Work will include:

- 1) Creation of an **Existing Conditions** (base map) plan
- 2) Creation of a **Preliminary Drainage Plan** identifying sheet flow (surface water) and stormwater collection areas (hand drawn working document)
- 3) Development of the final **Regrading Plan** showing spot elevations, existing and proposed contour lines, and slopes relative to existing features

4) Specifications, construction details, and any site recommendations will be contained on the sheets

Deliverables: Masuen will deliver a grading plan in PDF format.

Schedule: The work will be delivered within 28 days of the site being brought online.

Fee: \$150 an hour not to exceed \$2,100.

TOTAL INVESTMENT: Hourly not to exceed **\$8,100**

Provided by: Mitch Walker
Project Manager

This signed and dated proposal, and a mutually acceptable General Terms and Conditions contract between both parties, must be fully executed before the commencement of work.

Masuen Consulting, LLC is NOT responsible for maintenance, safety, and means and/or methods of the contractor installing our work.

FEES VALID THROUGH: March 31, 2022

Accepted by: _____
Signature Date

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022

DATE: 3/29/2022 8:52 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Hughes Annexation Legislative Decision of Denial File No. ANNEX-0010-2022

ITEM AND RECOMMENDED ACTION:

With the approval of the Consent Calendar, City Council authorizes the Mayor's signature of the Legislative Decision of Denial for the Hughes Annexation.

DISCUSSION:

The applicant (Mark Hughes, Hughes Trust) has requested to annex approximately 103 acres with the Residential Mixed (RM) zoning designation. The property is generally located at the southwest corner of Prairie and Meyer.

On, February 8, 2022, a public hearing was held before the Planning and Zoning Commission. After hearing the testimony and staff report the Commission moved to recommend approval of the RM zoning to City Council.

After hearing testimony and the staff report City Council denied the requested annexation and zoning on March 15, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Denial

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**HUGHES ANNEXATION
File No. ANNX-0010-2021**

City Council Legislative Decision

A. INTRODUCTION:

APPLICANT: Ace Solutions on behalf of Mark Hughes of Hughes Trust

LOCATION: Southwest corner of Prairie and Meyer.

REQUEST: Annex Approx. 103 acres with RM Zoning.

B. DECISION:

Following a public hearing on March 15, 2022, the Post Falls City Council determined that annexation is not appropriate at this time. The City Council may consider annexing the property in the future. Because the City Council is denying annexation of the property at this time, the City Council does not render a decision on what the property should be zoned if annexed into the City.

Date

Mayor

Attest

NOTICE OF RIGHTS:

THIS DECISION IS NOT APPEALABLE. THE APPLICANT MAY REAPPLY FOR ANNEXATION IN THE FUTURE.

**CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022**

DATE: 3/29/2022 8:53 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Michael Kirby
SUBJECT: Surplus Computer Disposal

ITEM AND RECOMMENDED ACTION:

Designate the attached list of computers as surplus for disposal

DISCUSSION:

This equipment has exceeded their useful life with the City and are ready for disposal. They would no longer be a beneficial upgrade to any of the other computers now in use by the City. They will be dismantled for useful spare parts, wiped clean of City information and disposed of.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

Twenty Fourth Batch

Started 03/17/2022

Total of (10)

03 Dell Desktops:

Model – Optiplex 30100

1) S/N – 3W81DY1, Post Falls Asset – 4709

Model – Optiplex 7010 SFF

1) S/N – 4Y4JQ22, Post Falls Asset – 4753

Model – Optiplex 5050

1) S/N – H1D6HK2, Post Falls Asset – 4972

03 Dell Laptop:

Model – Precision M6400

1) S/N – HB241L1, Post Falls Asset – 5441

Model – Latitude E5540

1) S/N – 7R1FF12, Post Falls Asset – PFPA1

2) S/N – JN1FF12, Post Falls Asset – PFPA4

03 Dell Monitor:

Model – 1901FP

1) S/N – CN-05Y232-71618-375-A401, Post Falls Asset – 5014

2) S/N – CN-05Y232-71618-47D-ACF2, Post Falls Asset – 5142

Model – E1913Sf

1) S/N – CN-0C5WJH-72872-44F-A7HM, Post Falls Asset – 4730

01 Viewsonic Monitor:

Model – VS11280

1) S/N – Q85083263819, Post Falls Asset – 5324

APPROVED BY THE CITY COUNCIL = xx/xx/2022

Urban Mining Depot picked up on xx/xx/xxxx

mth

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022

DATE: 3/29/2022 8:56 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl
SUBJECT: Pretreatment Sampling Agreement with Burly Products

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the pretreatment sampling services agreement with Burly Products, Inc.

DISCUSSION:

The Water Reclamation Division manages an Industrial Pretreatment program to protect the reclamation facility from industrial discharges which may negatively impact the treatment process and maintain compliance with state and federal regulations. Burly Products Inc. is a local business which, based on a unit process within the business, is defined as a Significant Industrial User. Burly Products has been issued a discharge permit by the division which includes requirements for biannual sampling of their discharge prior to it entering the combined city system.

City staff and Burly Products have engaged in conversations to evaluate alternatives to their completing the required sampling. Burly has indicated they do not staff employees specifically trained in wastewater sampling; this has resulted in difficulties obtaining valid sample results in the past. Regulations allow for a control authority such as the City to complete sampling on behalf of a user; the proposed agreement will allow for our trained staff to collect and transmit samples to a contract laboratory on behalf of Burly Products. All other permit requirements, including reporting requirements, will remain the responsibility of Burly Products. City fee schedule allows for the City to seek reimbursement for sampling costs therefore there is no additional expense to the City for completing the sampling.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No fiscal impact, fee schedule allows the City to recoup costs for industrial sampling.

BUDGET CODE:

NA

INDUSTRIAL PRETREATMENT SAMPLING SERVICES AGREEMENT

BETWEEN

THE CITY OF POST FALLS

AND

BURLY PRODUCTS INC.

This Pretreatment Sampling Services Agreement (“Agreement”) is entered into as of this _____ day of _____, 2022, between the Parties: the City of Post Falls (“City”), whose address is 408 N. Spokane Street, Post Falls, Idaho 83854 and Burly Products, Inc. (“Burly”), whose address is 3999 St Joe Ave, Post Falls, ID 83854.

RECITALS

1. Pursuant to federal regulations 40 CFR 403.12(g) and 40 CFR 403.12(h) a Publicly Owned Treatment Works (POTW) may take over the required pretreatment sampling and analysis for a categorical industrial user.
2. The City owns and operates a Water Reclamation Facility (“WRF”) and must implement and enforce a POTW Pretreatment Program to regulate and control wastewater treatment systems, pursuant to the requirements of IPDES Permit No ID0025852 and the regulations promulgated thereunder (40 CFR Part 403.8, as amended at 70 FR 60134); and
3. The City has been delegated the authority to permit and accept industrial wastewater discharges from all contributing sources, users, and facilities pursuant to of IPDES Permit No ID0025852.
4. Burly’s discharge is regulated under categorical pretreatment standards for new sources (PSNS) set forth in 40 CFR 433.17 – Metal Finishing which classifies Burly as a categorical industrial user.
5. Burly discharges industrial wastewater to the City WRF pursuant to permit #IDPF0003 as of July 1, 2021.
6. The Parties desire to enter into an agreement to cooperatively implement the pretreatment sampling requirement of 40 CFR 433.17 and permit #IDPF0003.

AGREEMENT

Pursuant to federal regulations 40 CFR 403.12(g) and 40 CFR 403.12(h) and in consideration of the terms and conditions contained herein, as well as the attached Exhibits which are incorporated and made a part hereof, the Parties agree as follows:

SECTION 1. PURPOSE:

The purpose of this Agreement is to define roles and responsibilities of the City and Burly as set forth herein for pretreatment sampling requirements as defined in 40 CFR 433.17 and permit #IDPF0003.

SECTION 2. RECITALS ADOPTED:

The recitals set forth above are hereby adopted as the factual basis for this Agreement.

SECTION 3. PRETREATMENT PROGRAM AUTHORITY AND STANDARDS

- A. City's Delegated POTW Pretreatment Program Authority. The City owns and operates a wastewater collection and treatment system and has been delegated the authority to permit and accept industrial wastewater discharges from all industrial sources, users, and facilities, pursuant to 40 CFR 403.11. The City is currently the Control Authority over the POTW Pretreatment Program governing discharges to its wastewater treatment system pursuant to this delegation from the Idaho Department of Environmental Quality.
- B. City's Adopted Pretreatment Ordinances. The City has adopted ordinance 13.20 Wastewater Discharge Restrictions, which establishes a POTW Pretreatment Program for the regulation and permitting of users and enforcement of standards and requirements, which meet federal, state, and local water quality standards for users.
- C. Amendments of City's Adopted Pretreatment Ordinance. In the event that the City amends its Pretreatment Program, or any pretreatment regulations and standards, the City shall notify Burly within thirty (30) days of adoption of any amendments.

SECTION 4. SAMPLING AND REPORTING

- A. The City will conduct and coordinate the sample collection and laboratory analysis for parameters with effluent limits in Burly's wastewater discharge permit at the required permit sampling frequency.
- B. Sampling results will be sent to Burly for interpretation and analysis for periodic reporting requirements.
- C. If resampling is needed or an effluent violation is identified, Burly is to notify the City within twenty-four (24) hours of identifying the need to resample and the City shall perform the repeat sampling and analysis unless it notifies the user of the violation and requires Burly to perform the repeat analysis.
- D. Burly is responsible for periodic reporting requirements and all other permit related requirements and record keeping.

SECTION 5. COST

- A. Burly agrees to fully reimburse the City for one hundred percent (100%) of all actual costs and expenses incurred for the sampling, including administration and overhead cost at the current rate schedule attached as Exhibit "B", or its subsequent amendments.
- B. Within sixty (60) days after completion of the sampling, City will submit a final billing invoice to Burly for any balance owed. Billing invoices will be submitted to the contact address as indicated in this Agreement.
- C. Burly shall make all required payments in the form, intervals, and manner requested by the City Finance Director, no later than forty-five (45) days from the date upon which they were billed. The City reserves the right to terminate service if payments are not received within forty-five (45) days from the date upon which they were billed.

SECTION 6. OTHER PROVISIONS

- A. ENTIRE AGREEMENT. This Agreement contains the entire written agreement and constitutes the final Agreement between the Parties concerning pretreatment sampling. This Agreement may be amended only in writing, signed by both Parties.
- B. SEVERABILITY. If any section, term, condition, or part of this Agreement or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the validity or enforceability of any other sections, terms, conditions or parts of this Agreement, which can be given effect without the invalid section, term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
- C. REVIEW AND AMENDMENT. The Parties will review and revise this Agreement annually. The terms of this Agreement may be amended only by written agreement of the Parties and executed with the same formalities as this present Agreement.
- D. TERM OF AGREEMENT. The term of this Agreement shall be one (1) year. Agreement shall automatically terminate if discharge of Burly's wastewater to the City's WRF is no longer accepted.
- E. TERMINATION. This agreement may be terminated by the City if acceptance of wastewater from Burly has been terminated or if Burly is no longer classified as a categorical industrial user.
- F. DISPUTE RESOLUTION. Should a dispute arise, the City and Burly shall attempt to resolve the matter by promptly meeting and discussing the dispute. If the dispute is not resolved following such discussion, the parties agree to mediate the dispute in accordance with Idaho law
- G. JURISDICTION AND VENUE. This Agreement shall be interpreted in accordance with the laws of the State of Idaho and relevant federal requirements. The District Court of the State of Idaho in the County of Kootenai, shall have exclusive jurisdiction and venue over any legal action

arising under this Agreement and may not thereafter be removed to any other state or federal court.

K. NO THIRD PARTY RIGHTS. This Agreement is solely for the benefit of the City and Burly and gives no right to any other party or person.

L. NO JOINT VENTURE. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.

M. INDEMNIFICATION.

i. Burly 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 Burly performed under this Agreement by the Burly, its agents or employees to the fullest extent permitted by law. Burly's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. Burly's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Burly, its agents or employees shall apply only to the extent of negligence of the Burly or its agents or employees. Burly'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. Burly's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Burly's actual, proportional indemnity obligation as determined by a court of law.

ii. Specifically, Burly shall defend, indemnify and hold harmless the City and its officers, officials, employees, contractors and agents, from any and all claims, demands, suits, actions, fines, penalties, liability and costs incurred as a proximate result of process wastewater or domestic wastewater discharged from users, disruption of treatment processes, or operations, harmful degradation of sludge quality, NPDES permit violations, and other air, water and sludge quality violations caused by harmful wastes discharged from users; and incurred as a result of the failure of Burly and its contractors, agents, employees and representatives to comply with this Agreement. Burly's obligation hereunder shall include reimbursement to the City for fines or costs stemming from injury to the City personnel, and for damage to the City facilities.

iii. In the event that any suit based on such a claim, demand, suit, action, fine, penalty or liability is brought against either party, each party retains the right to participate in said suit if any principle of public law is involved.

N. ATTORNEYS FEES AND COSTS. If either party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

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

- i. Boycotting Israel: If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Burly employs ten (10) or more persons, then Burly 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).
- ii. Contract with Abortion Providers: To the extent this Agreement is subject to the use of public funds, Burly certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).

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

City of Post Falls

By:

Burly Products Inc

By:

Orley White

EXHIBIT A



Figure 1. July 2018 Google Earth Imagery of the Burly Products, Inc. Facility

EXHIBIT B

Resolution No. 21-11 (Current Rate Schedule)

services or circumstances which do not fit with the categories established hereby, maintaining a proper relationship between the service provided and costs charged by the City's contractor.

MINIMUM MONTHLY UTILITY CHARGE:

The City of Post Falls finds it appropriate and necessary that property owners benefited by municipal utility systems pay, at a minimum, the fixed capital and operational costs of the utility systems maintained to serve their property. The following provisions establish a base rate for availability of reclaimed water services and allowing a temporary waiver of solid waste collection fees when the property is unoccupied for thirty days or more.

- A. Notwithstanding any provisions of prior resolution to the contrary, every residential connection to the City reclaimed water collection and treatment system shall pay a minimum monthly charge (base rate) of \$22.21 for each month, or part thereof, for every month that reclaimed water disposal and treatment service are available to the property by connection but the residence is unoccupied and has been for a period of thirty (30) days or more. Commercial or industrial uses shall likewise pay a base monthly reclaimed water charge of \$22.21 per month per equivalent residential unit for those months during which the property is connected to the reclaimed water collection and treatment system but is unoccupied and has been for a period of thirty (30) days or more.

- B. Further, notwithstanding any provision of prior resolutions to the contrary, the monthly sanitation (solid waste) collection charge for any property to which water service is temporarily discontinued for a period of thirty (30) days or more may be temporarily waived proportionate to the time that water service is discontinued. The standard disconnect fee will be charged in association with this water disconnection if disconnection is restored earlier than thirty (30) days.

MISCELLANEOUS UTILITY FEES:

| | |
|-------------------------------------|-----------------------------|
| Water Shut Off Fee - Per Occurrence | \$35.00 |
| Pre-Treatment Sampling | Cost plus 15% admin fee |
| Dye Test | \$ 50.00 |
| Locate Disk (refundable on return) | \$ 15.00 |
| Meter Fee | Cost of Meter |
| Dig-in-fee | Cost of Labor and Equipment |

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022

DATE: 3/29/2022 8:57 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl
SUBJECT: Purchase Order with K&N for WRF Gearbox Rebuild

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign a purchase order to complete needed repairs on a Water Reclamation Facility oxidation ditch gearbox.

DISCUSSION:

The Water Reclamation Facility utilizes aerators with industrial sized gearboxes in the treatment process. One gearbox recently suffered a catastrophic failure requiring repair or replacement. A spare gearbox was available to ensure operations were not interrupted however delays in replacing the spare gearbox may impact the ongoing construction progress at the facility.

The presented repair quote outlines a full rebuild and warranty for the gearbox in a timeframe which will not impact the construction schedule.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$99,824.00 utilizing WRF Replacement Funds.

BUDGET CODE:

650-463.3122.68400 Plant Repairs



More than Electric Motors

415 N Fancher Rd.
Spokane Valley, WA. 99212
509-838-8000
sales@knelectric.com

9933 Kinder Rd NE
Moses Lake, WA. 98837
509-765-3399
jlong@knelectric.com

Missoula, MT. 59808
406-750-0663
dsmith@knelectric.com

Contact: Adam Tate
Phone: 208-651-6884
Quote #: 22314

Company: City of Post Falls
Date: 3/21/2022

QUOTE

| DESCRIPTION OR PART # | QTY | UNIT PRICE | EXT PRICE |
|---|-----|-------------|--------------------|
| Repaid of Flender Gearbox - disassemble gearbox - Repair shaft seals areas - repair bearing wearing areas - replace bearings and seals - test and paint Please allow 4 to 6 weeks for repair Work is covered by a 2 year warranty Freight is included | 1 | \$99,824.00 | \$99,824.00 |
| TOTAL | | | \$99,824.00 |

This is a quotation on the goods named above, subject to the following conditions:

Sincerely,

Darrick Schockley

Industrial Service Representative

Prices quoted are valid for 30 days. K&N's standard terms are Net 30 days O.A.C. Freight is prepaid and added to Invoice unless otherwise stated above. The above prices do not include applicable taxes. Any order accepted, as result of this quote, is accepted with these conditions and K&N's Terms and Conditions of Sales unless specifically stipulated in writing above or by an Officer of this company.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022

DATE: 3/29/2022 8:58 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Quinn
SUBJECT: Request Surplus of Fencing and Concrete Blocks by Parks Department

ITEM AND RECOMMENDED ACTION:

The Parks Department is seeking council approval to surplus chainlink fencing mesh and concrete blocks at auction.

DISCUSSION:

The Parks Department is cleaning up the maintenance facility and wishes to send approximately 600 linear feet of chainlink fencing mesh and 550 concrete blocks to action. The fencing and blocks have been stored in the maintenance yard for over 5 years. Parks does not have a use for the material in the foreseeable future.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022

DATE: 3/29/2022 8:59 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: River City Center Subdivision File No. SUBD-0020-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the Mayor's signature for the Master Development Agreement (MDA) for River City Center Subdivision.

DISCUSSION:

The applicant (41 & Mullan Investments LLC, Richard Vandervert) requested to subdivide approximately 14.4 acres into 6 commercial lots. The property is generally located on the southeast corner of intersection Highway 41 and 12th Ave., west of October Glory.

On January 26, 2022, there was a hearing before the Planning and Zoning Commission, after receiving testimony and hearing the staff report the Commission moved to approve the requested subdivision.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**MASTER DEVELOPMENT AGREEMENT
FOR
RIVER CITY CENTER SUBDIVISION
(File No. SUBD-0020-2021)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and **41 & Mullan Investments LLC, 12906 N Addison St. Spokane, WA 99218**; 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 **14.4** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **River City Center Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-3, File # SUBD-0020-2021, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.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, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **River City Center 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 & Zoning Commission of the City held a public hearing on **January 26, 2022**. Proper notice of the public hearing, as required by the Post Falls Municipal Code and Idaho Code, was given through the Post Falls Press newspaper (the City's official newspaper) and by U.S. Mail to owners within 300 feet of the perimeter of the Project. The Notice of Public Hearing was posted on the Project site on **January 13, 2022**, in compliance with Idaho law. Said public hearing was held as scheduled and the Planning Commission voted to approve the subdivision with conditions, which conditions were outlined in the **(Reasoned Decision of River City Center Subdivision)**, (hereinafter "Reasoned Decision"). Said Reasoned Decision are attached hereto and by this reference incorporated herein as Exhibit No. 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 were prepared as part of the Planning and Zoning Commission's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. 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

All of the real property defined herein as the Project described as:

CRIMSON KING ESTATES LOT 1 BLOCK 4 EX RW URD EAST PF 2002
TOGETHER WITH
POST FALLS IRRIGATED TRACTS; TR 56 BLOCK 31 URD EAST PF 2002
TOGETHER WITH
POST FALLS IRRIGATED TRACTS; TR 57 BLOCK 31 URD EAST PF 2002

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 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 comments from the public, city's governing board may finally decide the status of the agreement. Section 9.2 shall continue in effect after the term of this agreement and shall be an ongoing obligation of the property owners.

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

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

2.1.2. Future Application

Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or

Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the approach, 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 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 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 the Planning and Building Director of the City.

DEVELOPER
41 & Mullan Investments LLC
12906 N Addison St.
Spokane, WA 99218

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-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 allowed to withhold approval of issuance of building or construction permits when a material condition of default exists.

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, 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 hearing 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 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 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 the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require 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, so transferred arising subsequent to the effective date of such transfer (1) if Developer is not then in default under this Agreement; (2) Developer has provided to City notice of such transfer, and (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred, and if 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 or if surety is provided to guarantee performance. 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

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

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 Findings of Fact and Conclusions and or upon the face of the recorded plat). 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 maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

This Agreement is executed in one original and consists of **twenty (20)** 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 Site Plan of Record (Exhibit A-3, File No. SUBD-0020-2021, Post Falls Community Development Department records)

Exhibit 2: Reasoned Decision, River City Center Subdivision

10.3 Completion of Performance

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

10.5 Force Majeure

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

10.6 Estoppel Certificate

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein

the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

10.7 Duty to Record

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

Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner's


Richard A. Vandervert, Managing Member

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

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

ACKNOWLEDGMENT

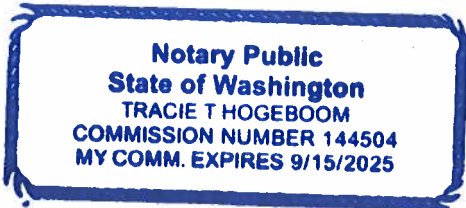
STATE OF WA)

:ss

County of Spokane)

On this 31st day of March, 2022, before me, a Notary for the State of WA, personally appeared **Richard A. Vandervert, Managing Member**, known, or identified to me to be the company whose name is subscribed to the within instrument, and acknowledged to me that he 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.

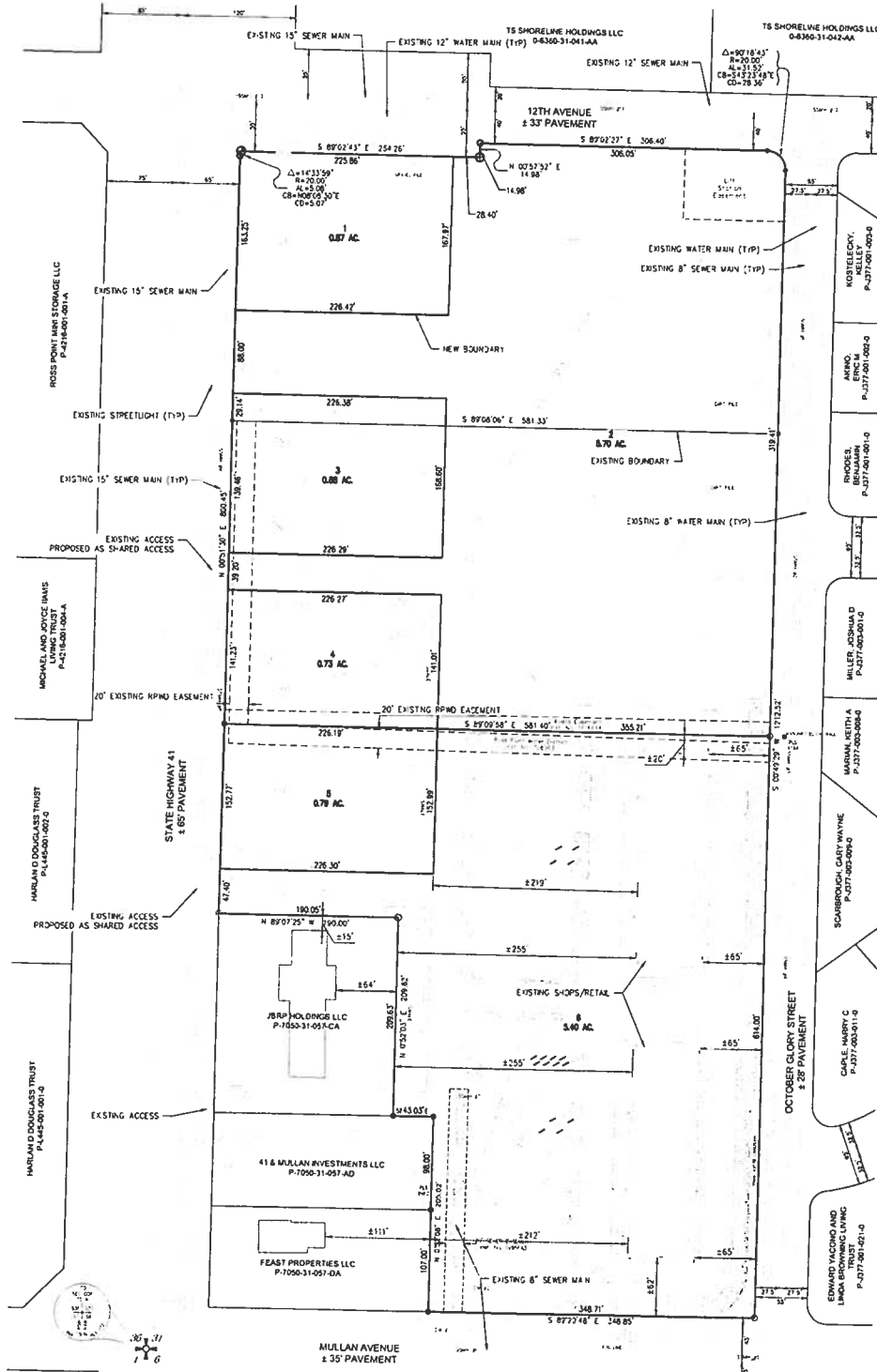


Tracie T Hogeboom
Notary Public for the State of WA
Residing at: Spokane
Commission Expires: 9-15-2025

RIVER CITY CENTER PRELIMINARY SUBDIVISION PLAN

PARCEL NUMBERS P-7050-31-057-AA, P-7050-31-056-AA, P-J377-004-001-A
LOCATED IN THE SW 1/4 OF SEC. 31, T.51N., R.4W., B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

41 & MULLAN INVESTMENTS LLC
12906 N ADDISON ST
SPOKANE, WA 99218

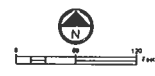


SITE DATA TABLE

EXISTING ZONING: COMMERCIAL
PROPOSED ZONING: COMMERCIAL

TOTAL LOT SIZE: 14.4 ACRES
EXISTING NUMBER OF LOTS: 3
EXISTING DENSITY: 0.21 LOTS PER ACRE
PROPOSED NUMBER OF LOTS: 8
PROPOSED DENSITY: 0.42 LOTS PER ACRE

LARGEST LOT SIZE: 3.40 ACRES
SMALLEST LOT SIZE: 0.73 ACRES
AVERAGE LOT SIZE: 2.40 ACRES



JECO INCORPORATED P-0000-008-3200
JECO INCORPORATED P-0000-008-3190
GARRETT, DEBBIE L P-0000-008-3170

LEGEND OF EXISTING FEATURES

- | | | | | | |
|-------|-------------------------|---|--------------------------|---|----------------------------|
| — | PROPERTY LINE | ○ | GAS VALVE | ○ | COMMUNICATION JUNCTION BOX |
| - - - | EASEMENT LINE | ○ | WATER VALVE | ○ | POWER POLE |
| — | CENTER LINE | ○ | FIRE HYDRANT | ○ | ELECTRICAL JUNCTION BOX |
| — | SANITARY SEWER MAIN | ○ | WATER METER | ○ | OUT WIRE |
| — | WATER MAIN | ○ | IRRIGATION CONTROL VALVE | ○ | UTILITY JUNCTION BOX |
| — | GAS LINE | ○ | IRRIGATION CONTROL BOX | ○ | TELEPHONE JUNCTION BOX |
| — | SANITARY SEWER MANHOLE | ○ | DEODOROUS TREE | | |
| — | SANITARY SEWER CLEANOUT | ○ | DRYWELL | | |

Olson Engineering
P.O. Box 1894
Post Falls, ID 83877
208-651-4152
eo@oecivil.com

RIVER CITY CENTER

POST HIGHWAY 41
STATE FALLS, IDAHO

**PRELIMINARY
SUBDIVISION PLAN**

**River City Center Subdivision
File No. SUBD-0020-2021
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Olson Engineering

LOCATION: Southeast of the intersection Highway 41 and 12th Ave, west of October Glory St

REQUEST: Subdividing approximately 14.4 acres into 6 commercial lots.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plan
4. A-4 Auth Letter
5. A-5 Title Report
6. A-8 Will Serve
7. S-1 Staff Vicinity Map
8. S-2 Staff Zoning Map
9. S-3 Staff Future Land Use Map
10. PA-1 PFPD Comments
11. PA-2 KCFR Comments
12. PA-3 PFHD Comments
13. PZ Staff Report
14. Testimony at the January 26, 2022 hearing:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the January 26, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 14.4 acres into 6 lots within the Community Commercial Services (CCS) zoning designation (SUBD-0020-2021). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report to the Commission. He testified that the owner of the property is 41 & Mullan Investments, LLC represented by the Applicant Olson Engineering. He testified that the applicant is seeking to subdivide approximately 14.4 acres into six commercial lots within the Community Commercial Services (CCS) zoning designation.

PARCEL INFORMATION:

Property Size: 14.4 acres

Current Land Use: Vacant with a portion of developed section including shops/retail uses.

Current Zoning: Community Commercial Services (CCS)

Proposed Land Use: The proposed land uses for the new lots is intended for new commercial businesses such as food services, grocery and/or retail.

Surrounding Land Use: The land uses to the east includes a single-family subdivision across October Glory St. On the south there is a commercial business next to a single-family home. Directly north is a mobile home park within Kootenai County. To the west there are commercial businesses across Highway 41.

Surrounding Zoning Districts: Properties surrounding the site include R-1 single-family to the east. South and West include CCS zoning and north is County jurisdiction that includes high density residential zoning.

Water Provider: Ross Point Water District

Sewer: City of Post Falls

Mr. Porter testified that the site is located just south of 12th Avenue and north of Mullan, to the west is Highway 41(SH41) and to the east is October Glory Street. He explained that the current land use is mostly vacant, with a developed portion that has shops and retail uses. He asserted that Ross Point Water District will provide water services and the City of Post Falls will provide sanitary sewer. He illustrated that the existing zoning for the site is CCS along SH41 and is largely surrounded by Commercial zoning except to the east there is a R1 Single Family subdivision. He noted that to the north is outside city limits in Kootenai County. He testified that the proposed subdivision plan for six commercial lots meet the standards in the official bulk and placement table for lot sizes and widths.

Mr. Porter testified regarding the review criteria, stating again that water will be provided by Ross Point Water District. As to the second criteria, he stated that the city has sufficient capacity for the proposed commercial uses and upon development will need to meet design standards as well as surcharge fees for the 12th Avenue lift station to offset future cost of force mains from the lift station to the water reclamation facility. As to the third review criteria, he explained that the proposed streets are consistent with the transportation element of the comprehensive plan. He testified that the subdivision lies next to existing developed roadways of SH41, 12th Avenue and October Glory Street. He explained that a private shared access needs to be provided for proposed lots 2 and 6 ensure adequate circulation and traffic flow. He noted that SH41 Construction along proposal's frontage is scheduled between 2023 and 2026. He asserted that 12th Avenue is classified as a Minor Collector and the intersection of 12th and SH41 is being converted into a ¾-turn restriction. He testified that October Glory Street is classified as a Local Residential Roadway that will require further installation of sidewalk and roadway illumination.

Mr. Porter testified regarding the fourth review criteria, stating that at this time there are no known soil or topographical conditions that have been identified as hazards. As to the fifth review criteria, he attested that the proposed lots comply with the bulk and placement standards for the CCS zoning designation and will need to meet city commercial standards upon development. Finally, as to the last review criteria, he testified that impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, city water and water reclamations facilities.

Mr. Porter testified that there is not buffer requirement between the CCS and R-1 because there is already a street there, the street acts as the buffer.

Rob Palus, Assistant City Engineer

Mr. Palus, in response to a question from the Commission about sidewalks on October Glory, testified that there is an existing sidewalk on the east side of October Glory Street from 12th Avenue up to Mullan Avenue and a substantial portion of the sidewalk is in place on the west side as well. He noted that there is a just a small gap that is missing.

Mr. Palus testified regarding Condition 9, stating that previously, in this area, we had our 12th Avenue lift station and within the last year, we moved it that lift station. He explained that the City still maintains an easement where that lift station was and we can vacate that easement as part of the new plat. He clarified that the City Water Reclamation Department would provide a letter at public hearing with the

subdivision that we have no interest or use of that property anymore and that it should be vacated with the subdivision.

Mr. Palus testified regarding the surcharge for the future force main. He explained that this property itself is not conditioned on paying the surcharge. However, he added, the other properties that would flow out to Highway 41 and then to the south, the city is collecting a surcharge as those properties annex into the city requiring the development of those properties to pay a surcharge. He explained that in calculating that surcharge, we took a portion of the cost of taking the force main from the lift station and running it all the way to the treatment plant, dividing it out by the capacity of that line and that is how much we charge. Ideally, he added, when we reach a certain threshold of flow rates that we have identified, we will have enough money built up that we can build that several miles of force main.

Mr. Palus explained the access points onto SH41 indicated that there are two access points already along SH41 and those would remain.

Daniel Brands, Olson Engineering, Applicant

Mr. Brands testified that the area of the larger undeveloped lot that extends to the highway would just be for parking, not an additional access onto SH41. He asserted that this project is already zoned commercial. He explained that there are three existing lots that are being turned into six total to make it easier for the developer to lease or sell commercial pad sites. He indicated that this is a straightforward commercial subdivision and they are not proposing to do anything different or unexpected. He explained there will be access to 12th Street from Lot 5.

Public Testimony:

The hearing was opened for public testimony but none was received.

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code ("PFMC") § 17.12.060.

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

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

The Commission determines that water service to the project would be provided Ross Point Water District and they have adequate capacity to provide service to the project as proposed.

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

The Commission determines that the City of Post Falls has adequate capacity to provide service to the subdivision as proposed. Existing sewer mains are in place along the project's frontages with SH41, 12th Avenue and October Glory Street. The 12th Avenue Lift Station was recently reconstructed in the northeast corner of the property. The City of Post Falls has current capacity and is willing to provide service to the subdivision, as proposed. Site-specific issues would be handled at the time of Site Plan Review.

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

The Commission determines that: The subdivision lies next to existing developed roadways of SH41, 12th Avenue and October Glory Street and the proposed streets are consistent with the transportation element of the comprehensive plan.

Private Roadway/ Drive Access – A Private shared access will be needed on proposed Lots 2 and 6 to allow access to Lots 1, 3, 4 and 5 and internal circulation route to October Glory SH41, 12th Avenue and October Glory Street.

Public Roadways

- SH41 is scheduled for construction along the proposed projects frontage between 2023 and 2026, planned improvements will most likely limit site access to/from SH41 as right-in / right-out only. SH41 improvements will also include reconstruction of the Mullan Avenue / SH41 intersection to increase intersection capacity and improve safety. Site access along SH41 will need to be coordinated with the Idaho Transportation Department (ITD District 1)
- 12th Avenue is classified as a Minor Collector Roadway. The intersection of 12th Avenue and SH41 is being converted into a ¾ - turn restriction (no thru movements across SH41 or left turns onto SH41) Access to 12th Avenue would be allowed in conformance with the City Access Standards. Frontage improvements are in place.
- October Glory Street is classified as a Local Residential Roadway. The existing roadway was constructed to a 28' width standard with curb and gutter. Missing sections for sidewalk and roadway illumination will need to be installed with the subdivision. 28-foot roadways are restricted to parking on one-side only within the City Development Standards, Subdivision Improvements associated with this project should include posting of portions of October Glory Street as "no parking".

Multi-modal facilities – A multi-modal pathway exists along the east side of SH41 from Seltice Way to 12th Ave. The State of Idaho is in the process of extending those facilities from 12th Ave. to the City of Rathdrum. These facilities will improve access to and from the site for surrounding residential properties.

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

The Commission determines that: There are no soil or topographical conditions which have been identified as presenting hazards.

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

The Commission determines that: This subdivision request is within the City of Post Falls and is in a CCS zone. The proposed use conforms to the zoning and other requirements found in PFMC.

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

The Commission determines that: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets. There did not appear to be anything extraordinary about the plans which would not be covered by impact fees.

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

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-9 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the Presentations made to the Commission on January 26, 2022, at a properly noticed public hearing, the record compiled in this matter, and 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. The proposed subdivision must be completed in a single phase.
3. A Master Development Agreement shall be prepared by staff, reviewed, and signed by the parties prior to commencement of any construction. A Construction Improvement Agreement shall be completed for each phase of construction.
4. Construction of services for Sewer and landscaping frontage improvements will be allowed with individual site development.
5. Construction of missing public frontage improvements: Roadway Illumination, sidewalk will be required to be constructed or bonded for prior to platting.
6. The plat shall contain language providing common shared access upon Lots 2 and 6 to the remainder of the properties
7. Final landscaping plans for the street trees will be submitted for review and approval as part of individual site plans. The Urban Forester shall be notified prior to planting.
8. Access to/from platted lots to SH41 will require approval by the Idaho Transportation Department and are subject to the States Access Standards.
9. With final platting it is recommended that City Council relinquishes the existing Lift Station Easement (75' x 75' Lift Station Easement, as shown on the Plat of Crimson King Estates, Book J Page 377 Kootenai County Records, Instrument # 2056092000) As the City has relocated the lift station, with a new easement, and the existing referenced easement is no longer needed or anticipated to be needed for its original intended purpose.

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

Not Applicable, approval has been granted, subject to the conditions noted above.

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-0020-2021: Based upon 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 Post Falls Planning and Zoning Commission that the request, River City Center Subdivision, SUBD-0020-2021, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

[Signature Page Follows]

REASONED DECISION

Approved by the Planning and Zoning Commission on

2/23/22

2/23/22
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 AGENDA
MEETING DATE: AUGUST 20TH, 2019**

DATE: AUGUST 14TH, 2019
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN – CITY ENGINEER
SUBJECT: NICHOLSON COMMERCIAL CENTER SUBDIVISION PLAT APPLICATION

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature of the final plat for the Nicholson Commercial Center Subdivision.

DISCUSSION: The Developer has provided surety for the remaining improvements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: Under the Subdivision Ordinance the plat application is returned to Council, for authorization of the Mayor’s signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the plat application, surety, and engineer’s estimate are available in the Community Development Department for review.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022

DATE: 3/30/2022 9:47 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin
SUBJECT: Purchase of Britespan covered storage building (materials only)

ITEM AND RECOMMENDED ACTION:

Staff recommends entering into a contract with Greyston Construction for the purchase of materials to construct a 65'x80' Britespan Atlas L10 Series structure. This purchase is only for the materials. The structure will be used to house snow & ice materials from inclement weather.
Contract price is \$85,770.00 Staff recommends including a 10% contingency (\$8,577.00).
Total amount staff is requesting authority to spend for this contract is \$94,347.00
Total budgeted amount for this item in the FY22 budget is \$150,000.00

DISCUSSION:

Staff has pooled resources and decided to erect the structure using in-house labor thus reducing the estimated costs for this structure. The cost savings of erecting the structure in-house vs. hiring a contractor is expected to be at least \$37,000.00
The City's Legal department was consulted and has reviewed this contract.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

85,770.00

BUDGET CODE:

001-431.0000.93010



CONTRACT

(Material)

This Contract is entered into this **28th** day of **February 2022**, by and between Owner, and Greystone Construction Company, Contractor.

| | | |
|----------------|-------------------------------|----------------------------|
| | | Sourcewell |
| Owner | <u>City of Post Falls, ID</u> | Member ID: <u>27956</u> |
| Address | <u>408 N Spokane Street</u> | Phone: <u>208-457-3362</u> |
| City State/Zip | <u>Post Falls, ID</u> | County: <u>Kootenai</u> |

1. **The Work.** Contractor agrees to perform, and Owner agrees to accept, the work described below (“Work”), subject to the terms and conditions stated herein: **Furnish:**

65’x80’ Britespan Atlas L10 Series Building materials per attached exhibits

2. **Contract Price.** Owner agrees to pay to Contractor for the Work the sum of **Eighty-Five Thousand Seven Hundred Seventy Dollars and no /100** **(\$85,770.00)**, as adjusted by additions to and deletions from the Work that have been agreed to by the parties in writing.

3. **Payment Terms.** Payment of the Contract Price shall be made as follows:

Monthly Progress Billing will be issued and Due Net 45 from date of Invoice.

Payments due and unpaid hereunder shall bear interest from the date payment is due at the rate of **18%** or, in the absence thereof, at the legal rate prevailing at the place the Work is performed.

4. **Insurance.** Contractor shall secure and maintain a policy of commercial general liability insurance with coverage limits that are customary for the type of Work being performed. Owner shall secure and maintain policies of property and general liability insurance which include coverage for the Work. The parties waive all rights against each other and any of their agents and employees for damages caused by the other to the extent such damages are covered by any of the insurance policies required herein. Prior to the commencement of the Work, each party shall deliver to the other certificates of insurance evidencing the existence of the required insurance.
5. **Claims for Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
6. **Covenant/Completion of the Work.** Contractor shall complete the Work in approximately **120** days from the execution of Contract. If the progress of the Work is delayed by inclement weather, delays in delivery of materials, acts of God or other casualties or causes beyond Contractor’s control, then the time to commence and/or complete the Work herein shall be extended accordingly.
7. **Indemnification.** Contractor shall indemnify and hold harmless the Owner, its agents and employees, from and against any claims, damages, losses and expenses, arising out of or resulting from the performance of the Work, but only to the extent caused solely by the negligent acts or omissions of Contractor, its subcontractors, anyone directly or indirectly employed by Contractor.
8. **Warranty.** Owner agrees to look exclusively to the manufacturer for any warranties covering the materials (including any design and engineering requirements of the materials) used in the performance of the Work. Contractor makes no warranty, express or implied, regarding the materials or the design and engineering requirements of the materials. The manufacturer’s warranty is expressly in lieu of all other warranties covering the materials, including any warranty of merchantability or fitness for a particular purpose or use, which are hereby expressly disclaimed by Contractor. **Greystone** agrees to complete any warranty registration cards required in order to activate any manufacturers’

warranties. Contractor warrants only that its labor will be of good quality and workmanship and free of defects for a period of one (1) year from completion of the Work. Contractor does not provide, and shall not be responsible for, any of the design and engineering requirements of the Project, except as follows: **stamped Britespan drawings, stamped foundation drawings**. Owner agrees that all other design and engineering requirements for the Project shall be the Owner's responsibility.

9. **Remedy**. If Contractor breaches Contractor's labor warranty as set forth above, or if Contractor breaches this Contract, Owner's sole remedy against Contractor shall be the repair or replacement of the defective Work, at Contractor's option. Notwithstanding anything to the contrary herein, under no circumstances shall Contractor be liable to Owner, or to anyone else, for any costs or damages, including without limitation, any incidental, indirect, specific or consequential damages of any kind, resulting from Contractor's breach of warranty, or breach of this agreement, or from Contractor's negligence or other actions or failure to act, including without limitation, costs or damage resulting from defects in the Work.
10. **Permits by Owner**. Owner shall obtain and pay for the building permit and any other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
11. **Condition of Site**. Owner shall provide Contractor with information regarding the condition of the site prior to commencement of construction, including surveys, soils reports and information regarding underground utilities, tanks or other buried equipment or obstructions. Contractor shall not be responsible for damage to underground utilities, tanks or other buried equipment or obstructions not disclosed to Contractor prior to commencement of the Work.
12. **Use of Site**. Owner shall provide Contractor with open access to the site for purposes of performing the Work. Owner shall maintain the site including access in and around the building in a manner that allows the contractor to complete the work without limitation for the duration of construction.
13. **Clean Up**. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
14. **Governing Law**. This Contract shall be governed by the laws of the place where this project is located.
15. **Assignment**. Neither party may assign the Contract without the written consent of the other.
16. **Entire Agreement**. This Contract, together with attached Exhibits **A, B, & C** constitute the entire agreement between the Contractor and the Owner with respect to the Work. The Contract may be amended or modified only by writing signed by both of the parties.

OWNER: _____
By _____
Title _____
Date _____

This contract is not binding until signed by Greystone Construction Company. A copy of the executed contract should be sent to you within 10 days. If this contract is not accepted by Greystone Construction Company, the contract will become null and void and all down payments will be returned to you.

CONTRACTOR: _____
By _____

Its _____
Date _____



Owner's Responsibilities:

- Promptly remove snow from base of cover and area surrounding building
- Do not allow storage or accumulation of any material that would come in contact with structural supports, walls or fabric cover.
- Proper ventilation is required to prevent condensation.

Standard Exclusions:

- | | |
|---|---------------------------------|
| Building Permit | Dewatering |
| Site Surveys | Frost Ripping |
| Subsurface Investigation | Bedrock Excavation and Backfill |
| Unforeseen Subsurface Conditions | Utility Hookup Charges |
| Soil Correction Work | Winter Conditions |
| Contaminated Soil Clean up and Disposal | Winter Heat and Cover |

Customer Signature _____ Date _____



Sourcwell Scope of Work & Pricing

to be performed by Greystone Construction

Furnish Only Budget Price:

- 65' x 80' Britespan Atlas L10 Series Building
- Truss spacing 10' on center
- 12.5 ounce, 23 mil polyethylene Non-FR fabric
 - Single piece cover design
- Building designed per ASCE7-10 (IBC 2015)
 - Fabric type: ASTM E-84 (NON-FR)
 - Occupancy category: CAT 1 (LOW HAZARD)
 - Ground snow load: 72 lbs.
 - Wind Load: 105 MPH wind
 - Wind Exposure: C
 - Site conditions: Ce = 0.9 Exposed
 - Collateral Load: 0
 - No sprinklers
 - No conveyor loads
 - Seismic Design Category: B
 - Stamped engineered building drawings **included**
- (1) Fabric end wall with steel framing with two 3'x3' mesh vents in back end
- (1) open end wall
- Hot dipped galvanized bolt upgrade
- Freight to Post Falls, ID **included**
- Pricing valid for 15 days

Sourcwell Building Materials Base Price: \$61,736.26

Sourcwell Foundations:

- Provide stamped engineered foundation drawings
- Furnish steel plating and bolts on blocks per engineers recommendation
 - Blocks to be supplied and set by others

Foundation Design and Plating: \$24,033.74

Total project price per above scope of work: \$85,770.00



MARKET AND PANDEMIC PROVISIONS:

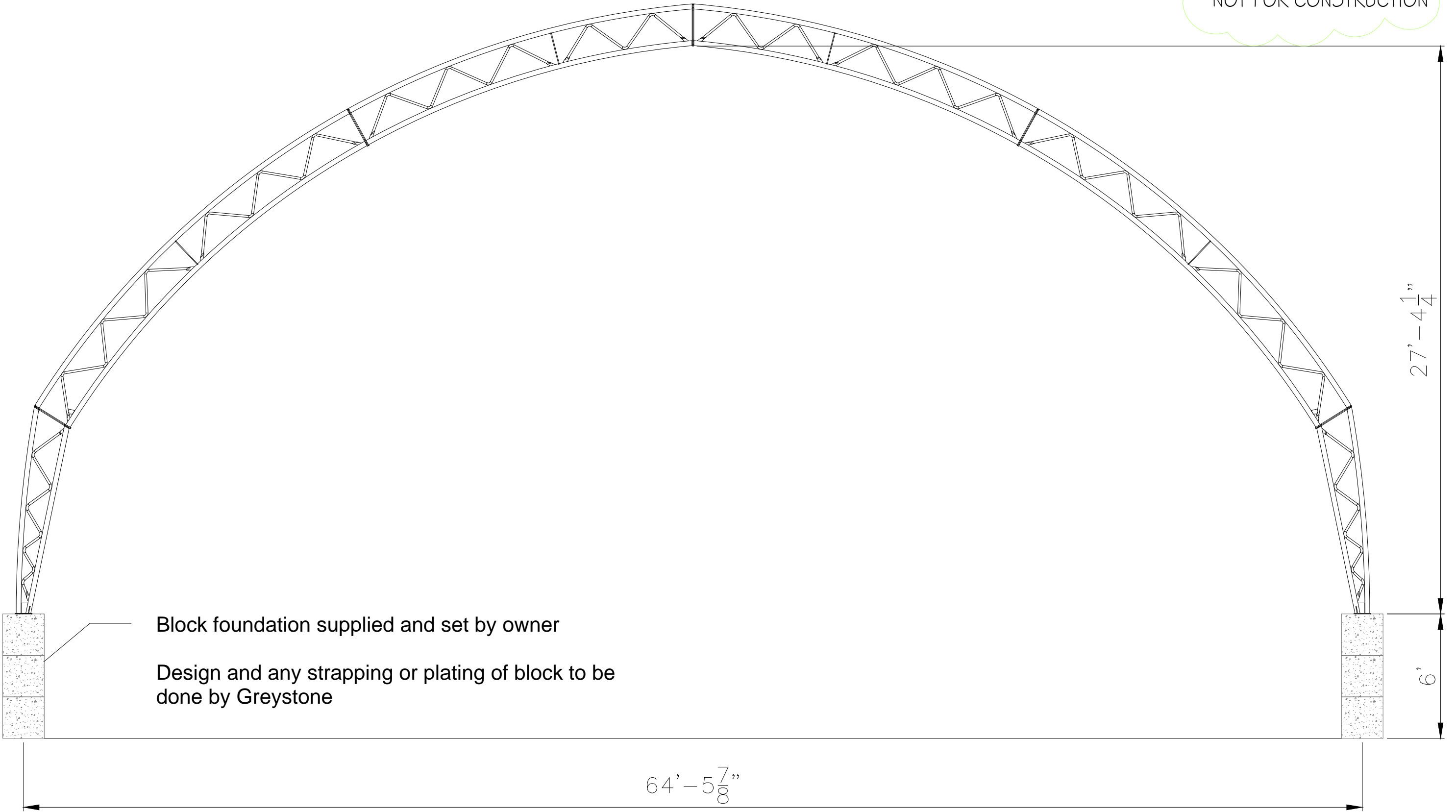
- Construction schedule maybe affected by material shortages or lead times beyond our control. Any shortages or lead time issues will be communicated with the owner, evaluation of alternatives will be reviewed, and if no alternatives are suitable the schedule will be adjusted based on actual material delivery dates.
- Pandemic protocols enacted by the owner's requirements or federal/state/local jurisdictions following the execution of the construction contract may result in additional costs and schedule extensions to the contract. These may include but not limited to: employee testing, travel time for testing, temporary enclosures/facilities to isolate work forces, staffing shortages and subcontractor reselection if the current subcontractor cannot staff the project due to labor shortages as a result of newly enacted protocols.

Exclusions – Items not included, but may apply to overall project:

- Architectural and Civil Engineering
- Permits & Fees
- Prevailing wage rates and Union labor
- Payment and performance bonds
- Cat II occupancy and FR Fabric
- Sales tax on materials
- Foundations – Blocks furnished and set by others
- Testing & special inspections by owner – Soil borings, soils testing, concrete testing, bolt inspection, etc
- Site work including, but not limited to: soil corrections, granular base material under floor and bunker panels, excavation and backfill, site prep, import or export of materials, dewatering, etc
- Assumed building has 50' clear on all four sides for staging/erection and building engineering requirements
- Site specific safety requirements
- Bituminous paving or concrete – interior and exterior slabs and aprons
- Exterior aprons & stoops at doors
- Geotextile liner under building
- Doors – Overhead & personnel
- All electrical & mechanical systems
- All winter conditions

EXHIBIT C - PROFILE

NOT FOR CONSTRUCTION



Block foundation supplied and set by owner
Design and any strapping or plating of block to be done by Greystone

120 N. 3rd Street - Suite 225
Bismarck, ND 58501
P: 701.214.6837 F: 701.214.6403
www.greystoneconstruction.com

505 S. Marshall Road - Suite 300
Sioux Falls, SD 57105
P: 605.496.2227 F: 605.742.6837

GREYSTONE
CONSTRUCTION

DATE: 9-25-20
NOT FOR CONSTRUCTION
DRAWN BY: ML
CHK'D BY: XX

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022

DATE: 3/30/2022 9:49 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rob Palus
SUBJECT: PRAIRIE AVENUE & IDAHO STREET ROUNDABOUT – CITY’S SHARE OF COST

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes payment to the Post Falls Highway District (PFHD) for the City’s one-quarter (1/4) amount of the matching funds associated with the design and construction of the Federal Local Highway Safety Improvement Project (LHSIP).

DISCUSSION:

The Post Falls Highway District is currently constructing a roundabout at the intersection of Prairie Avenue and Idaho Street. Completion of this project is scheduled for early June 2022. This project is being funded primarily thru grant dollars from the Local Highway Safety Improvement Project (LHSIP). The intersection improvements are identified in the City’s Transportation Master Plan for Completion as a “mid-term” project prior to 2025. This project is additionally included in the City’s Capital Improvement Plan with transportation impact fees being collected for its construction. The Capital Improvement Plan was finalized with knowledge of Post Falls Highway Districts efforts in securing a grant for the project and the City providing financial support with the matching dollars. The Project was awarded, by the PFHD, for construction at a cost of \$1.32 million, \$474,000 above available grant funding. PFHD is requesting the City’s quarter share of the match at \$27,322.00, based on the grant funding formulation. PFHD has adjusted their internal project scheduling to cover the additional costs but has also asked for the City to consider assistance in covering the identified shortfall. Staff recommends approval of supporting the initial quarter share match of \$27,322.00.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Within the FY22 budget request.

APPROVED OR DIRECTION GIVEN:

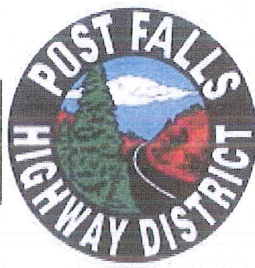
FY22 budget approval.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

A Copy of the Post Falls Highway District request is attached.

BUDGET CODE:

037-431.0000.95143



March 9, 2022

Rob Palus, Assistant City Engineer
City of Post Falls
408 N. Spokane St.
Post Falls, ID 83854

RE: Federal LHSIP Project
Prairie and Idaho Intersection Improvement

Dear Rob:

As you are aware, Post Falls Highway District is beginning construction on the Prairie and Idaho Roundabout. We are very excited to see this project through and hope the City's Prairie Avenue improvement project goes smoothly as well.

As you recall, the City has agreed to pay one quarter of the match for the southern leg of Idaho Road that lies within City limits. The breakdown is as follows:

| Funding For Project | Total Cost | PFHD Match | City ¼ Amount Due |
|-------------------------|-------------|------------------|-------------------|
| Design, R/W; Util Total | \$171,678 | \$12,601 (Paid) | \$3,150 |
| Construction Total | \$1,317,283 | \$96,689 | \$24,172 |
| Shortfall | \$474,000 | \$474,000 (Paid) | |

The cost in the table above does not include any additional cost increases through change orders. Should any additional increases arise, the District hopes to absorb these costs through the savings between the Engineers Estimate and the actual low bid for construction.

The District cancelled a scheduled project to free up funds so we could keep the Idaho/Prairie Roundabout project on track for 2022 construction; with doing so allowed the District to cover the \$474,000 shortfall. The District requests payment from the City of Post Falls for the one quarter (1/4) match of \$27,322 as agreed and ask for your consideration to assist the District covering the shortfall.

Thank you for your attention to this matter and please let us know if you wish to discuss further. I will be out of the office March 10 through March 15.

Sincerely,

Michael C. Lenz
Director of Highways

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022

DATE: 3/30/2022 9:50 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Stockwell Annexation Reasoned Decision File No. ANNX-0011-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the Mayor's signature of the Reasoned Decision for the Stockwell Annexation.

DISCUSSION:

The applicant, David and Deborah Stockwell, requested to annex approximately 5 acres with the Single-Family Residential (R-1) zoning designation. The property is generally located south of Prairie Ave. between N. Howell Rd. and N. Chase Rd.
On October, 12, 2021, the Planning and Zoning Commission held a public hearing and after receiving testimony and the staff report they moved to recommend approval of the recommended zoning to City Council.
The City Council received testimony and the staff report and moved to approve the annexation and the zoning designation on March 15, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approval

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**Stockwell Annexation
File No. ANN-0011-2021**

City Council

Reasoned Decision

A. INTRODUCTION:

APPLICANT: Chuck Hughes

LOCATION: Generally located south of Prairie Ave between N. Howell Rd and N. Chase Rd.

REQUEST: Annexation of 5 acres with a zoning request of Single-Family Residential (R-1) Zoning.

B. RECORD CREATED:

1. A-1 Annexation Application.
2. A-2 Annexation Narrative
3. A-4 Will Serve
4. A-6 Auth Letter
5. A-7 Title Report
6. S-1 Staff Vicinity Map
7. S-2 Staff Zoning Map
8. S-3 Staff Future Land Use Map
9. PA-1 PFPD Comments
10. PA-2 PFHD Comments
11. PA-3 DEQ Comments
12. PC-1 Wenger Comments
13. PC-2 Traynor Comments
14. PC-3 Wilkerson Comments
15. PC-4 Johnson Comments
16. PC-5 Hoff Comments
17. PC-6 Diederichs Comments
18. PC-7 Smith Comments
19. PC-8 Meyer Comments
20. PC-9 Schertz Comments
21. PC-10 Pitassi Comments
22. PC-11 Mein Comments
23. PC-12 Sandvig Comments
24. S-4 P&Z Staff Report
25. S-5 Signed Annexation Development Agreement
26. S-6 Signed Meeting Minutes 10-12-22021
27. S-7 Signed Zoning Recommendation
28. PA-4 KCFR Comments
29. PA-5 PFHD Comments
30. PA-6 DEQ Comments
31. Testimony at the March 15, 2022, City Council hearing including:

Laura Jones, Associate Planner

Ms. Jones presented the staff report and testified that the applicant is seeking annexation and initial zoning of single family residential (R-1) for approximately five acres generally located south of Prairie Avenue between North Howell Road and North Chase Road. She stated that the land is currently occupied by the Stockwell's single-family residence. She noted that the only physical and natural feature to be aware of is the Rathdrum prairie aquifer. She testified that the water would be provided by the East Green Acres Irrigation District and sanitary sewer would be provided by the City of Post Falls.

Ms. Jones testified that the surrounding land uses in the City have similar densities to that being proposed by the applicant. She testified that the Comprehensive Plan's Future Land Use Map designates the property as part of the Central Prairie planning area, which calls for a variety of housing types and densities with an emphasis on pedestrian friendliness and connecting neighborhoods to community traits and nearby amenities. Ms. Jones outlined relevant Comprehensive Plan policies contained in the staff report.

Ms. Jones testified that the Fisher lift station which is approaching capacity with reconstruction anticipated for the year 2023. Temporary capacity will be added in 2022 to meet interim demands. The annexation agreement calls for the applicant to pay its share of the cost for providing the temporary capacity.

Ms. Jones testified that Prairie Avenue is a principle arterial, Fisher Avenue is a minor collector, and Chase Road is a minor arterial. She attested that the existing road infrastructure has the capacity to handle additional traffic flows in this area. She noted that the proposal calls for connecting Greencrest Way to Arrowleaf Loop to provide internal traffic circulation as well as future connectivity for the property to the east, which is in line with the City's master transportation plan.

Ms. Jones testified that the fourth review criteria look at commercial and high density residential which is typically assigned along streets with higher road classifications. She explained that Prairie Avenue is a principle arterial and a KMPO critical arterial corridor. She explained that it is a higher road classification, although, commercial and high-density residential zoning would be less compatible with the existing residential uses within this area. She stated that any commercial and high-density would be better suited at the intersection of Prairie and Chase, which is a commercial node as outlined in the Comprehensive Plan Future Land Use Map.

Ms. Jones explained that looking at the next review criteria, limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. She testified that this area is not located in any of those areas.

Rob Palus, Assistant City Engineer

Mr. Palus testified that the cost to temporarily upgrade the Fischer lift station is less than \$80,000. Most of the temporary capacity is needed to accommodate a city public works project. The proposed annexation accounts for about 5% of the anticipated temporary flows.

Chuck Hughes, Applicant

Mr. Hughes testified that this is an infill subdivision with water and sewer stubbed to the site from both sides. He testified that the existing house will remain for a total of 18 houses and a density of 3.6 units/acre, which is less than the allowed 5.0 units/acre.

C. EVALUATION OF APPROVAL CRITERIA:

C1. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features (M.C. 18.16.010).

The Council finds, based on the evidence in the record, that at the time of subdivision access would be provided to adjacent and surrounding collector and principal roadways. Prairie is a principle arterial and Fisher is a minor collector and Chase a minor arterial and the Council finds that the existing road infrastructure has the capacity to handle additional traffic flows in this area. The Council finds that the interconnectivity and extension from Arrowleaf estates to be in conformance with the city's master transportation plan.

The applicant has requested Single Family (R-1) zoning for the property to be annexed. The Council finds that the proposed development pattern is compatible with existing development in the area as they are all primarily residential in nature.

The staff report indicates that the property is designated Transitional which does not call out specific implementing zoning districts in the way that the other land use designations do within the Comprehensive Plan, instead it states: "Assigned zones should be compatible with adjacent zones/uses within the City and consistent with the guiding principles within the associated focus area". The applicable focus area is the Central Prairie focus area which states that future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community traits and nearby amenities. It also provides support provisions for a variety of housing types and densities.

The Council finds that Single Family (R-1) zoning is residential and therefore compatible with the adjacent zones and uses. Further, the Council finds that the proposal is consistent with the guiding principles of the Central Prairie focus area because R-1 will provide for a variety of housing types, connect to existing neighborhoods, and support a variety of housing densities.

Finally, regarding unusual geographic or natural features, the staff report indicates that there are no geographic or other natural features that would impact the proposed development. There was testimony regarding the Rathdrum Prairie aquifer which indicated it would not impact the proposed development and may serve to further protect the aquifer by moving to sanitary sewer services. As such the Council finds no geographic or natural features that would affect development of the site.

C2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification (M.C. 18.16.010).

The Council finds that while Prairie Avenue does have a higher road classification Commercial and High-Density Residential zoning would not be compatible with the existing uses within this area and therefore finds that R-1 zoning can be assigned along a street with a higher road classification.

C3. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity (M.C. 18.16.010).

As noted in the staff report, the subject property is in an area of developing single family residential uses away from the City's commercial corridors and not within a commercial activity node. There was no contrary evidence received. As such, the Council finds this criterion has been met.

C4. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning (M.C. 18.16.010).

Because the requested zone is the R-1 Single Family zone and there are no Industrial zones or uses in the area, the Council finds this criterion is not relevant to this request.

C5. Amendments to the zoning map should be in accordance with the Future Land Use Map (M.C. 18.20.100).

As noted above, the requested single-family zone is compatible with the Future Land Use Map “Transitional” designation and consistent with the guiding principles of the central prairie focus area.

C6. Amendments to the zoning map should be consistent with the goals and policies found in the Post Falls Comprehensive Plan (M.C. 18.20.100).

Based on the staff report and the evidence in the record, the Council finds the requested zone change is consistent with the goals and policies contained in the comprehensive plan. Specifically, we note, that the proposal is consistent with the following goals and policies:

Goal:

Keep Post Falls’ neighborhoods safe, vital, and attractive (G.05).

Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability (G.7).

Policy:

[P.01] Support land use patterns that:

- *Maintain or enhance community levels of service;*

Impact Fees paid at the time of building permit issuance assists maintaining the level of service for Parks, Police, and the Transportation network.

- *Foster the long-term fiscal health of the community;*

Diversified housing opportunities bolsters the long-term health of the housing sector within a community. The industrial and commercial sectors within a community benefit by having a healthy and diverse housing sector as it either offers securities that their employees have a place to live, or it put rooftops to provide commerce. The single-family housing sector is an important housing niche to sustain as it makes up the majority in Post Falls.

- *Maintain and enhance resident quality of life;*

Diversified housing options maintain and enhance the quality of life for all residents by providing housing for all income levels.

- *Promote compatible, well-designed development;*

Future development of the site will be required to meet City design standards.

[P.02] Apply or revise zoning designations with careful consideration of factors including:

- *Future land use mapping;*

Exhibit S-3 depicts this area with the land use designation of Transitional within the Future Land Use Map. The Transitional Land Use Designation does not call out specific implementing zoning districts in the way that the other land use designations do within the Comprehensive Plan, instead it states: "Assigned zones should be compatible with adjacent zones/uses within the city and consistent with the guiding principles within the associated focus area".

- Compatibility with surrounding land uses;

The proposed development pattern for this proposal would be compatible with the surrounding uses as they are all primarily residential in nature and within lower density zones.

- *Infrastructure and service plans;*

Sanitary Sewer for the location is located within the Fisher Lift Station Service Area. The site has sewer mains available to the site from Green Crest Way (east) and Arrow leaf Loop (west). The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The Fisher Lift Station is approaching current station capacity, per the City's model and recent analysis. Development of this property is projected to utilize 25% of the Fisher Lift Station's remaining capacity. The city is in the process of verify actual flows, which may limit the timing for development on the site. The city is currently anticipating reconstruction of the Fisher Lift Station in 2023 which would make additional capacity tentatively available by 2024. Until existing capacity is verified, or additional capacity is constructed, development of this property may not be available. Existing capacity is not a guarantee of future service.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Water would be serviced by the East Green Acres Irrigation District.

- *Existing and future traffic patterns;*

The property is adjacent to Prairie Avenue roadway, a classified Principal Arterial. Prairie Avenue is identified by the Kootenai Metropolitan Planning Organization (KMPO) as a Critical Arterial Corridor. Dedications of rights-of-way and easement will be required, at the time of annexation and complying with adopted City Design Standards: rights of way dedications shall be to provide for a 55-foot half section (south of the section line) and an adjoining 15-foot sidewalk, drainage, and utility easement. Site access would be subject to the City's Access Management Standards and the KMPO Critical Arterial Corridor Policy which would preclude any roadway intersections from the site with Prairie Avenue.

[P.08] Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

This is classified as an infill development, and compatibility is referenced in within the above.

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

N/A.

E. CONCLUSION AND DECISION:

ANNX-0011-2021, INITIAL ZONING: Based on the record established during the public hearing process, and the recommendation of the Planning and Zoning Commission, the City Council hereby zones the subject property R-1 upon successful annexation of the property into the City.

Approved by the City Council on _____

Date

Mayor

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 AGENDA
MEETING DATE: APRIL 5TH, 2022**

DATE: MARCH 29TH, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: E-Z FRAME COMMERCIAL PROJECT CONSTRUCTION IMPROVEMENT AGREEMENT

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject commercial project.

DISCUSSION: This Agreement reflects the construction phase of the E-Z Frame commercial project. The Agreement sets forth the typical expectations of the Developer of the project, and sets forth the responsibilities of the Developer and the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the Construction Improvement Agreement is available in the Community Development office for review.

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

CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS AND FEES

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

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

1.03 RELATIONSHIP OF PARTIES

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

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

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

1.05 **DEVELOPER'S RESPONSIBILITY**

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

1.06 **ALLOCATION OF LIABILITY**

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

1.07 **DISCLAIMER OF WARRANTY**

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

1.08 **NON-DISCRIMINATION**

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

1.09 **COST OF DOCUMENTS**

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

1.10 **PUBLIC UTILITIES**

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

1.11 **TIME IS OF THE ESSENCE**

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

1.12 **ASSIGNMENTS**

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

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

1.13 **DEFAULT – CITY’S REMEDIES**

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

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

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

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

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

1.14 **NON-WAIVER**

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

1.15 **INTERPRETATION**

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

1.16 **EFFECT OF STANDARD SPECIFICATIONS**

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

1.17 **AMENDMENT**

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

1.18 **JURISDICTION – CHOICE OF LAW**

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

1.19 **SEVERABILITY**

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

1.20 **INTEGRATION**

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

1.21 **DEFINITIONS**

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

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

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

1.22 **APPROVALS AND CONSENTS**

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

1.23 **ATTORNEY FEES**

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 **RECORDING**

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

2.02 **PERFORMANCE GUARANTY**

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

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

2.03 **PERFORMANCE BOND**

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

2.04 **ESCROW**

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

2.05 **LETTER OF CREDIT**

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

2.06 **PREREQUISITES OF CONSTRUCTION**

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

2.07 **ENGINEER**

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

2.08 **PLANS AND SPECIFICATIONS**

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

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

2.09 **QUALITY CONTROL PROGRAM**

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

2.10 **WORK SCHEDULE**

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

2.11 **MATERIALS**

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

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

2.12 **GENERAL STANDARDS OF WORKMANSHIP**

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

2.13 **PLACEMENT OF UTILITIES**

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

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

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

2.15 **SURVEYOR**

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

2.16 **REQUIRED REPORTING**

A. *Quality Control*

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

B. *Construction Progress*

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

C. *Surveys*

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

D. *Well Logs/Test Hole Logs*

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

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

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

2.17 **PROGRESS PAYMENTS**

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

2.18 **OBSERVANCE**

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

2.19 **STOP WORK ORDERS**

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

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

2.20 **ACCESS**

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

2.21 **MAINTENANCE**

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

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

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

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

2.23 **TIME**

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 **PREREQUISITES TO ACCEPTANCE**

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

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

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

3.03 **CERTIFICATE OF COMPLIANCE**

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

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

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

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

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

3.06 **INSPECTION**

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

3.07 **CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS**

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

3.08 **DEVELOPER'S WARRANTY**

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

3.09 **WARRANTY GUARANTY**

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

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

3.10 **CITY'S REMEDIES UNDER WARRANTY**

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

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

3.11 **CONDITIONS OF REIMBURSEMENT**

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

3.12 **AUTHORITY**

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

DEVELOPER

E-Z Frame Structures & Shelters, LLC
Chris Nunnallee-Hornung
4042 S. Bowdish Ste 3
Spokane Valley, WA 99206
(509) 220-2694

CITY

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____

BY: _____

ATTEST:

WITNESS:

City Clerk

Print Name: _____

ATTACHMENT A:
ATTACHEMNT B:
ATTACHMENT C:
ATTACHMENT C-1:
ATTACHMENT D:

PROPERTY DESCRIPTION
DESCRIPTION OF IMPROVEMENTS
COST ESTIMATES
DETAILED COST ESTIMATES
EVIDENCE OF SURETY

APPENDIX I:
APPENDIX II:
APPENDIX III:
APPENDIX IV:
APPENDIX V:
APPENDIX VI:
APPENDIX VII:
APPENDIX VIII:
APPENDIX IX

CONSTRUCTION PLANS AND SPECIFICATIONS
CONSTRUCTION SCHEDULE
PUBLIC WORKS INSPECTION SUMMARY
ENGINEER OF RECORD DECLARATION
ENGINEER OF RECORD CERTIFICATION
CERTIFICATION OF PAYMENT OF CONTRACTORS & VENDORS
STREET LIGHT FEES (1 YEAR)
IRRIGATION SYSTEMS
STREET TREE CASH IN LIEU OF INSTALLATION

**DEVELOPER
ACKNOWLEDGMENT**

STATE OF _____)
) ss
County of _____)

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

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

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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

E-Z Frame Site Improvement Plans

Developer to submit legal property description and reduced site plan.

ATTACHMENT "A"

E-Z Frame Structures & Shelters LLC

NKA 3rd & Post, Post Falls

PROJECT LEGAL DESCRIPTION:

Parcel Number: P-6900-026-011-0

LOCATED IN THE SE ¼ OF SEC. 03, T.50N., R.5W., B.M.,

CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

E-Z FRAME SITE IMPROVEMENT PLANS

PARCEL NUMBER: P-6900-026-011-0
LOCATED IN THE SE 1/4 OF SEC. 03, T.50N., R.5W., B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

E-Z FRAME STRUCTURES & SHELTERS LLC
4042 S BOWDISH RD STE C3
SPOKANE, WA 99206



SHEET INDEX

- C-1 COVER SHEET
- C-2 NOTES AND TYPICAL SECTIONS
- C-3 SITE IMPROVEMENT PLAN
- C-4 SEWER PROFILE AND DETAILS
- C-5 DETAILS 1
- C-6 DETAILS 2
- C-7 DETAILS 3

MONUMENT SEARCH NOTE IC 55-1613

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

VERTICAL DATUM

VERTICAL DATUM IS NAVD-88. THE BENCHMARK FOR THIS PROJECT IS THE SOUTHWEST PROPERTY CORNER WHICH IS A 1/2" IRON ROD WITH ELEVATION 2167.14

SITE PLAN DATA TABLE

ZONING: SC4

OVERALL SITE SIZE: 4,194.17 SF

BUILDING COVERAGE: 2,076 SF (49.5%)

OVERALL IMPERVIOUS AREA: 3,932 SF (INCLUDING BUILDING)

PARKING CALCULATION

OFFICE AREA

REQUIRED: 3 SPACES PER 1,000 SF = $(1,728/1,000)(3) = 5.184$ SPACES

WAREHOUSE AREA

REQUIRED: 1 SPACE PER 2,000 SF = $(1,551/2,000)(1) = 0.776$ SPACES

TOTAL REQUIRED: 5.184 + 0.776 = 5.96 SPACES

6 SPACES PROVIDED

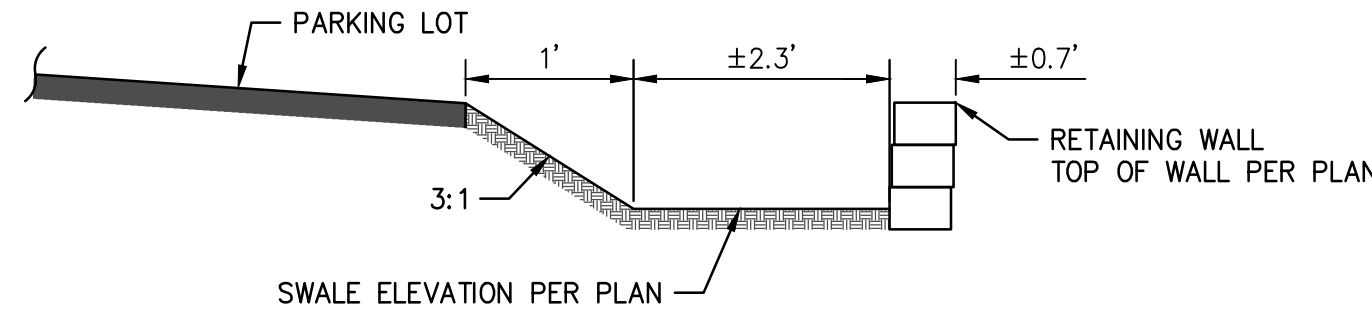
| | | |
|--|---|--|
| Know what's below. Call before you dig. | LICENSED 12250 2/13/20 STATE OF IDAHO ERIC K. OLSON | |
| | | Olson Engineering P.O. Box 1894 Post Falls, ID 83877 208-651-4152 eo@oecivil.com |
| prj: E-Z FRAME | | |
| loc: 3RD AVE & POST ST POST FALLS, ID | | |
| sht: COVER SHEET | | |
| # | DATE | REVISION |
| | | |
| | | |
| | | |

C-1

c:\users\dmr\olson_engineering\projects\2021\2153-ez_frame\dwg\2153-working5.dwg

GRADING LEGEND

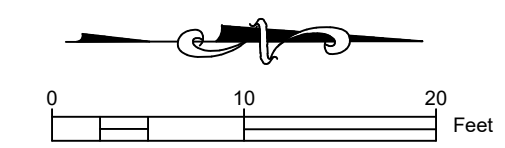
- - 2167 - - EXISTING GROUND CONTOUR
- 2167 — FINISHED GRADE CONTOUR
- SPOT ELEVATIONS**
- 2167.00 → GROUND
- 2167.00P → PAVEMENT
- 2167.00C → CONCRETE
- 2167.00TW → TOP OF WALL



SWALE AND WALL DETAIL (NTS)

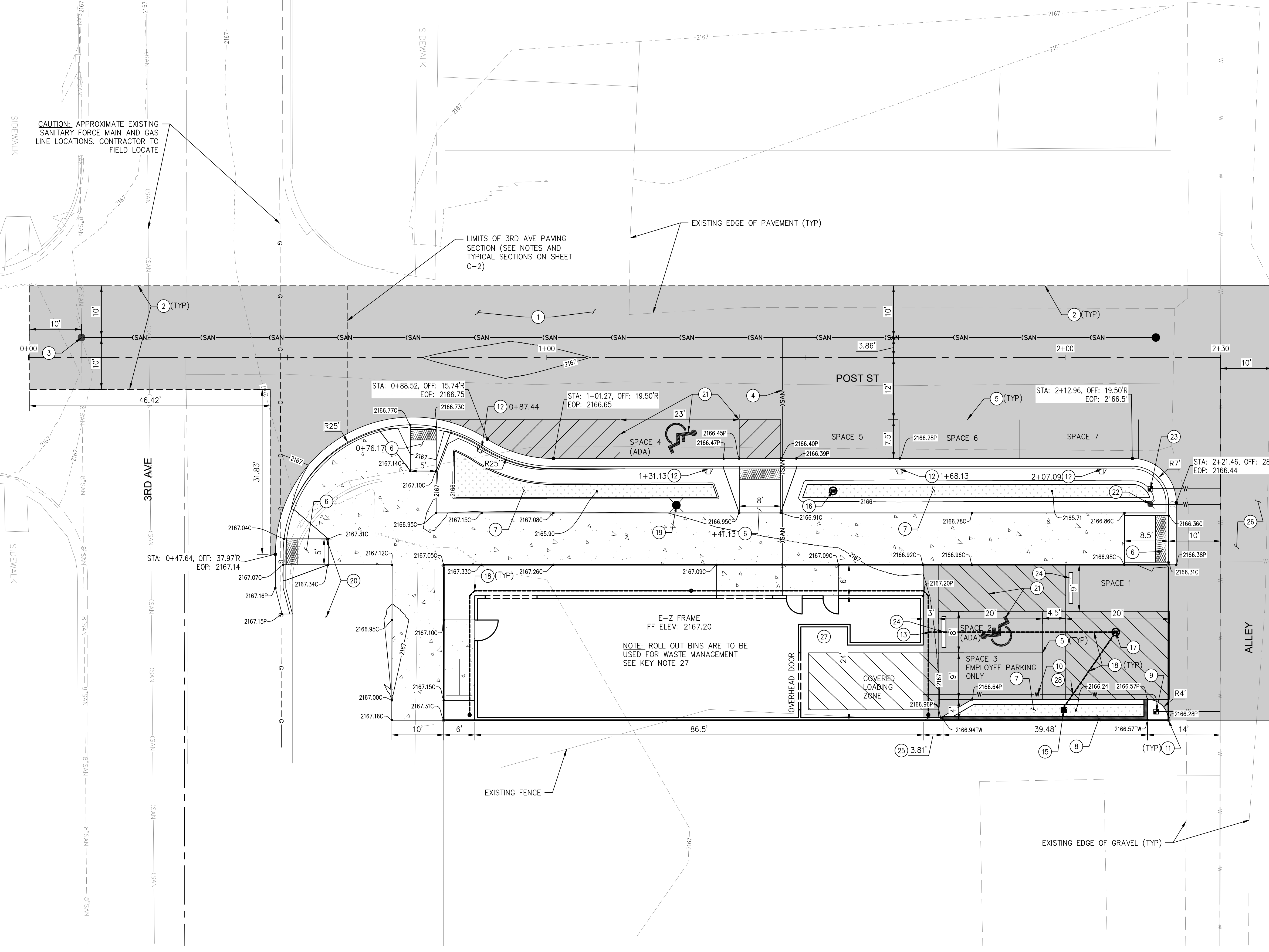
PAVING LEGEND

- [Hatched Box] ASPHALT PAVEMENT
- [Dotted Box] CONCRETE PAVEMENT



KEY NOTES

- 1 SEE TYPICAL SECTIONS AND NOTES ON SHEET C-2 FOR ROAD STRUCTURE AND INFORMATION
- 2 SAWCUT EXISTING PAVEMENT. MATCH NEW PAVEMENT TO EXISTING.
- 3 BEGIN 8" SEWER MAIN EXTENSION. SEE SHEET C-4 FOR PROFILE AND PIPE AND STRUCTURE INFORMATION
- 4 INSTALL (±50 LF) 4" SEWER SERVICE PER CITY DETAIL SD-504, SHEET C-5
- 5 PAINT 4" WHITE STRIPE
- 6 CONSTRUCT PEDESTRIAN RAMP, SEE CITY DETAIL SD-2013, SHEET C-5
- 7 CONSTRUCT FLAT BOTTOM SWALE AT ELEVATION SHOWN. SEE STORMWATER CALCULATIONS, SHEET C-2
- 8 CONSTRUCT WALL PER ELEVATIONS SHOWN. SEE DETAIL, THIS SHEET
- 9 INSTALL 1" WATER SERVICE (±12 LF) AND METER PER CITY DETAIL SD-402, SHEET C-4
- 10 CONNECT 1" WATER SERVICE TO BUILDING (±48 LF)
- 11 RETAIN AND PROTECT MONUMENTS
- 12 INSTALL DRAINAGE CURB CUT PER CITY DETAIL SD-603, SHEET C-5
- 13 INSTALL ADA PARKING SIGN SEE DETAIL 2, SHEET C-6
- 15 INSTALL PLASTIC CATCH BASIN WITH RIM 2.5" ABOVE SWALE BOTTOM AND PIPE TO DRYWELL AT 1.0% MINIMUM 4" PIPE (±17 LF)
- 16 INSTALL SINGLE DEPTH DRYWELL WITH RIM 2" ABOVE SWALE BOTTOM.
- 17 INSTALL SINGLE DEPTH DRYWELL WITH SOLID GRATE. RIM: ±2166.78
- 18 CONNECT ALL DOWNSPOUTS TO 4" STORM DRAIN AND PIPE TO DRYWELL AT 1.0% MINIMUM (±172 LF). PLACE CLEANOUTS AT 100' MAX SPACING.
- 19 INSTALL 58119SPL POLE AND DECORATIVE LIGHT. REFER TO THORCO SUBMITTAL (SEPARATE PDF). STA 1+25, 28.5' RT
- 20 RELOCATE BUS STOP SIGN
- 21 PAINT ADA SYMBOL AND CROSS HATCH
- 22 RELOCATE OR REMOVE AND REPLACE EXISTING FIRE HYDRANT. INCLUDE 5" STORZ ADAPTOR. SEE CITY DETAIL SD-401, SHEET C-7
- 23 INSTALL 1" IRRIGATION SERVICE (±13 LF) AND METER PER CITY DETAIL SD-406, SHEET C-7
- 24 INSTALL CONCRETE WHEEL STOP
- 25 EXTEND BUILDING WALL TO RETAINING WALL
- 26 ALLEY PAVEMENT STRUCTURE SHALL BE THE SAME AS POST ST. PAVE ALLEY TO SHEET DRAIN TO THE NORTH AT 1% MINIMUM
- 27 TRASH ROLL OUT BIN LOCATION
- 28 INSTALL SLEEVE WITH SEALED ENDS ON THE WATER SERVICE AT STORM DRAIN PIPE CROSSING



CAUTION: APPROXIMATE EXISTING SANITARY FORCE MAIN AND GAS LINE LOCATIONS. CONTRACTOR TO FIELD LOCATE

LIMITS OF 3RD AVE PAVING SECTION (SEE NOTES AND TYPICAL SECTIONS ON SHEET C-2)

EXISTING EDGE OF PAVEMENT (TYP)

E-Z FRAME
FF ELEV: 2167.20
NOTE: ROLL OUT BINS ARE TO BE USED FOR WASTE MANAGEMENT SEE KEY NOTE 27

EXISTING EDGE OF GRAVEL (TYP)

811 Know what's below. Call before you dig.

Olson Engineering
P.O. Box 1684
Post Falls, ID 83877
208-651-4152
eo@oeidvil.com

PROFESSIONAL ENGINEER
LICENSED
12250
02/23/2020
STATE OF IDAHO
ERIC K. OLSON

PRJ: **E-Z FRAME**

loc: **3RD AVE & POST ST
POST FALLS, ID**

sh: **SITE IMPROVEMENT PLAN**

| # | DATE | REVISION |
|---|------|----------|
| | | |
| | | |

C-3

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

E-Z Frame Structures & Shelters, LLC

FOR

E-Z Frame Site Improvement Plans

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

ATTACHMENT "C"
COST ESTIMATES FOR

E-Z Frame Site Improvement Plans

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 81,510.12**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 0**
3. Other improvements for which bonding are required: **\$ 0**
4. Street trees within public right-of-way: **\$ 2,400.00**
5. Total cost of improvements: **\$ 83,910.12**
6. Warranty amount: **\$ 8,391.02**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

E-Z Frame Site Improvement Plans

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

Engineer's Cost Estimate
EZ Frame Post Falls



Date: 3/16/2022

| Item | Description | Quantity | Unit | Unit Price | Total Price |
|-------------------------------------|------------------------------------|----------|------|-------------|--------------|
| Clearing & Grubbing | | | | | |
| 1 | Mobilization | 1 | LS | \$ 3,000.00 | \$ 3,000.00 |
| Excavation & Grading | | | | | |
| 1 | Road Subgrade Prep | 912 | SY | \$ 2.00 | \$ 1,824.44 |
| 2 | Inlet Protection | 1 | EA | \$ 50.00 | \$ 50.00 |
| Sewer | | | | | |
| 1 | 8" PVC Sanitary Sewer | 208 | LF | \$ 40.00 | \$ 8,320.00 |
| 2 | 48" Manholes | 1 | EA | \$ 4,000.00 | \$ 4,000.00 |
| 3 | Sewer Services | 1 | EA | \$ 950.00 | \$ 950.00 |
| Stormwater | | | | | |
| 1 | Drainage Curb Cut | 4 | EA | \$ 180.00 | \$ 720.00 |
| 2 | Drywell Type A (Single) | 1 | EA | \$ 3,000.00 | \$ 3,000.00 |
| 3 | Road Side Swales | 117 | LF | \$ 5.00 | \$ 585.00 |
| Water | | | | | |
| 1 | 1" Water Services | 2 | EA | \$ 1,650.00 | \$ 3,300.00 |
| 2 | Fire Hydrant Assemblies | 1 | EA | \$ 5,500.00 | \$ 5,500.00 |
| Streets, Curbs, & Gutter | | | | | |
| 1 | Asphalt Roadway 2" AC Over 4" Base | 749 | SY | \$ 17.00 | \$ 12,733.00 |
| 2 | Standard Curb and Gutter | 219 | LF | \$ 20.00 | \$ 4,380.00 |
| 3 | Asphalt Roadway 3" AC Over 6" Base | 163 | SY | \$ 20.00 | \$ 3,264.44 |
| 4 | Pavement Markings | 1 | LS | \$ 750.00 | \$ 750.00 |
| Sidewalks | | | | | |
| 1 | 4" Concrete Sidewalk Over 2" Base | 2136 | SF | \$ 5.00 | \$ 10,680.00 |
| 2 | 5' Pedestrian Ramps | 2 | EA | \$ 1,265.00 | \$ 2,530.00 |
| 3 | 8' Pedestrian Ramps | 2 | EA | \$ 1,350.00 | \$ 2,700.00 |
| Landscaping | | | | | |
| 1 | 3" Topsoil for Swales | 3 | CY | \$ 40.00 | \$ 123.33 |
| 3 | 2" Caliper Deciduous Trees | 4 | EA | \$ 600.00 | \$ 2,400.00 |
| 4 | Swale Hydroseeding | 333 | SF | \$ 0.30 | \$ 99.90 |

Streetlights 1 @ \$13000 - *Decorative*

\$ 13,000.00

Total Construction Cost Estimate

\$ 83,910.12



**ATTACHMENT "D"
EVIDENCE OF SURETY
FOR**

E-Z Frame Structures & Shelters, LLC

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

ATTACHMENT "D"

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

E-Z Frame Structures & Shelters, LLC

FOR

E-Z Frame Site Improvement Plans

CONSTRUCTION DRAWINGS

Plans Titled: **E-Z Frame Site Improvement Plans**

Dated: **1/13/2022**

By: **Eric Olson - Olson Engineering**

Sheets 1 through **9**.

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

E-Z Frame Structures & Shelters, LLC

FOR

E-Z Frame Site Improvement Plans

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

EZ FRAME SITE WORK

POST FALLS

WORK STARTING APRIL 4TH

DRYWELLS, STORM 2 DAYS

WATER, HYDRANT 1 DAY

PREP FOR CURB AND SIDEWALK 2 DAYS

POUR CURBS 1 DAY

POUR SIDEWALKS 1 DAY

WAIT FOR ASPHALT PLANTS TO OPEN

SEWER INSTALL 3 DAYS

PREP FOR ASPHALT 2 DAYS

MISC ,SWALES 1 DAY

STREET LITE 1 DAY

3 WEEKS ESTIMATED TIME TO COMPLETEO

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

E-Z Frame Structures & Shelters, LLC

FOR

E-Z Frame Site Improvement Plans

ENGINEERING SERVICES FEE SUMMARY

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

| Permit/Inspection | | Fees | Unit | Base Rate | Quantity | Cost |
|------------------------|----------|-----------|-----------|-----------|----------|--------------------|
| Utility ROW | | \$ 100.00 | LS | \$ - | | \$ - |
| Commercial ROW | | \$ 350.00 | LS | \$ - | 1 | \$ 350.00 |
| Residential ROW | | \$ 150.00 | LS | \$ - | | \$ - |
| Utility Trench | 1-200' | \$ 250.00 | LS | \$ - | | \$ - |
| | 201-400' | \$ 350.00 | LS | \$ - | 1 | \$ 350.00 |
| | 401-600' | \$ 400.00 | LS | \$ - | | \$ - |
| | 601-800' | \$ 450.00 | LS | \$ - | | \$ - |
| | Over 800 | \$ 0.85 | per ft | \$ - | | \$ - |
| C&G | | \$ 0.60 | per ft | \$ 150.00 | 219 | \$ 281.40 |
| Sidewalk & Approaches | | \$ 0.60 | per ft | \$ 150.00 | 228 | \$ 286.80 |
| Swales | | \$ 0.20 | per ft^2 | \$ 150.00 | 333 | \$ 216.60 |
| Drywells | | \$ 60.00 | Each | \$ - | 1 | \$ 60.00 |
| Pavement | | \$ 0.50 | per yd ^2 | \$ 150.00 | 912 | \$ 606.00 |
| Water Pressure Test | | \$ 120.00 | per Test | \$ - | | \$ - |
| Sewer Pressure Test | | \$ 120.00 | per Test | \$ - | 1 | \$ 120.00 |
| Street Tree Inspection | | \$ 40.00 | per Tree | \$ - | 4 | \$ 160.00 |
| Total | | | | | | \$ 2,430.80 |

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

E-Z Frame Structures & Shelters, LLC

FOR

E-Z Frame Site Improvement Plans

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Eric Olson, P.E.**
ENGINEERING FIRM: **Olson Engineering**
ADDRESS: **P.O. Box 1894**
CITY: **Post Falls** STATE: **Idaho** ZIP: **83877**
PHONE NO.: **(208) 651-4152**
E-MAIL ADDRESS: **eo@oecivil.com**

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

E-Z Frame Structures & Shelters, LLC

FOR

E-Z Frame Site Improvement Plans

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

E-Z Frame Structures & Shelters, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **Decorative**

(1) lights X 12 months X \$ 13.18 per month = \$ 158.16

Street light type: _____

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

TOTAL = \$ 158.16

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

E-Z Frame Structures & Shelters, LLC

FOR

IRRIGATION SYSTEMS

Irrigation Meter Size & Service Line Size:

| | |
|---|---------------------------|
| Irrigation Meter Size – 1” | \$ <u>325.00</u> |
| Capitalization Fee Based Upon Service Line Size | \$ <u>3,773.99</u> |
| Total Irrigation Connection Fee | \$ <u>4,098.99</u> |

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

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

E-Z Frame Structures & Shelters, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/5/2022

DATE: 3/31/2022 8:46 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Amber Blanchette

SUBJECT: Superseding Instrument No. 2867622000 Prairie Ave. ROW Lissan Annexation File No. ANN-0002-2021

ITEM AND RECOMMENDED ACTION:

Corrected a minor issue with the Legal Description and listed Exhibit C in-place of Exhibit A.

DISCUSSION:

N/A

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approved and recorded

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

Superseding Instrument No. 2867622000
GRANT OF RIGHT-OF-WAY
Lassan Annexation
Prairie Ave.
File No. ANNX-0002-2021

KNOWN ALL MEN BY THESE PRESENTS, that **Tali Lassan**; 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:

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21, FROM WHICH THE SOUTHEAST CORNER BEARS SOUTH 88°47'36" EAST 2646.46 FEET; THENCE SOUTH 88°47'36" EAST 992.43 FEET TO THE SOUTHWEST CORNER OF SAID EAST HALF AND THE TRUE POINT OF BEGINNING; THENCE NORTH 00°40'24" EAST, ALONG THE WEST LINE OF SAID EAST HALF, 55 FEET; THENCE SOUTH 88°47'36" EAST 330.78 FEET TO THE EAST LINE OF SAID EAST HALF; THENCE SOUTH 00°39'16" WEST, ALONG THE EAST LINE OF SAID EAST HALF, 55 FEET TO THE SOUTHEAST CORNER OF SAID EAST HALF; THENCE NORTH 88°47'36" WEST 330.80 FEET RETURNING TO THE TRUE POINT OF BEGINNING. CONTAINING 0.418 ACRES, MORE OR LESS.

As depicted on the attached **Exhibit C**.

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 _____, 2022.

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

Tali Lassar

By *Tali Lassar*

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: _____

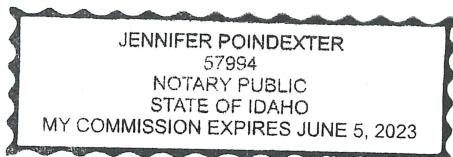
STATE OF IDAHO)

:SS

County of Kootenai)

On this 30th day of March, 2022, before me, a Notary for the State of Idaho, personally appeared **Tali Lissan**, known, or identified to me to be the person(s) whose name is subscribed to within the foregoing instrument.

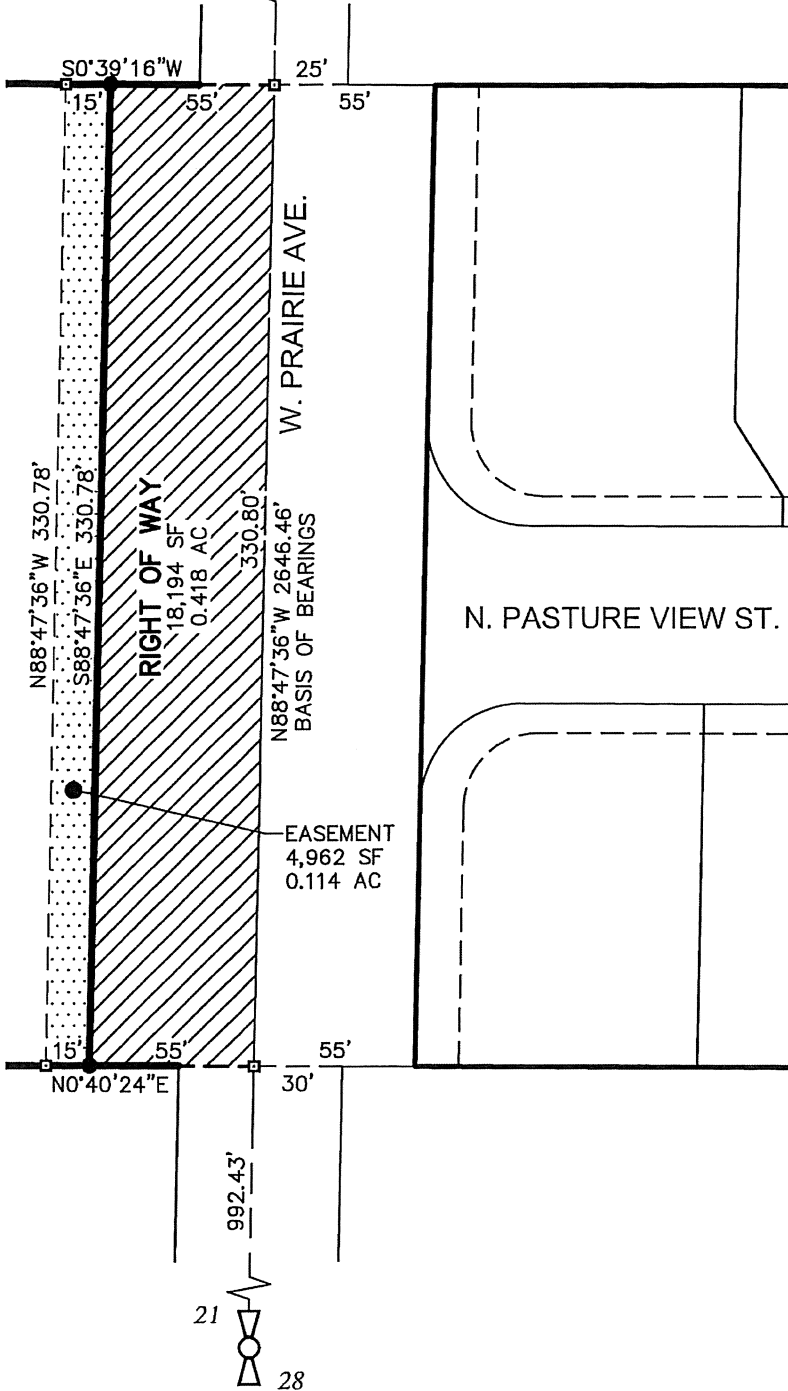
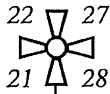
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.



Jennifer Poindexter
Notary Public for the State of ID
Residing at: Post Falls
Commission Expires: 6/5/23

EXHIBIT C

W. PRAIRIE AVENUE ADDITIONAL RIGHT-OF-WAY AND UTILITY EASEMENT



SCALE : 1" = 60'

LEGEND

- SET 5/8" REBAR AND PLS 9367 CAP
- CALCULATED POSITION
- ADDITIONAL R.O.W. DEDICATION
- ADDITIONAL UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- N-S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED



EXHIBIT C

SE 1/4 SEC. 21, TOWNSHIP 51 N., RANGE 5 W., B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

Johnson
Surveying

DATE SURVEYED: FEB. 2021

DRAFTED BY: DTL

PLOT DATE: 06/29/2021

SHEET

1 / 1

FILE NAME: 21-045 ANNEX

CHECKED BY: CJJ

PROJECT No.: 21-045

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

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 4/5/2022

DATE: 3/31/2022 8:50 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Title 18 Housekeeping Ordinance Text Amendment File No. TA-0001-2022

ITEM AND RECOMMENDED ACTION:

The Planning Division is seeking to amend Title 18 to accomplish the following:

- Establish setbacks in PR Zone;
- Modify RV Parks in the Industrial Zone from a permitted use outright to requiring a special use permit;
- Bring Title 18 concurrent with Title 12.12.060 regarding the driveway approach width requirements;
- Exempt fencing height standards for defined areas for sports and recreation facilities;
- Require that single family and duplex buildings that are adjacent to a public street or private street, the building entrances must be clearly visible and oriented to face the public street. Deviations may be granted by the zoning administrator;
- Update parking standards and ADA parking stalls to be same length as other stalls and give more room for one-way 45 degree parking;
- Clarify the landscape buffering exemption for Single-family, two-family, and three family dwellings.

DISCUSSION:

Exhibit S-1 (Draft Ordinance), details the code section that is being requested to be modified, with the underlined text being the proposed new language and the strikethrough text being removed. This draft ordinance includes the recommendations forwarded on by the Planning and Zoning Commission on February 22, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

On February 22, 2022, the Planning and Zoning Commission forwarded a recommendation of approval for the proposed changes.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: April 5, 2022**

DATE: March 30, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JON MANLEY, PLANNING MANAGER
jmanley@postfallsidaho.org / 208-457-3344
SUBJECT: TITLE 18 HOUSEKEEPING ORDINANCE TEXT AMENDMENT

ITEM AND RECOMMENDED ACTION:

The Planning Division is seeking to amend Title 18 to accomplish the following:

- Establish setbacks in PR Zone;
- Modify RV Parks in the Industrial Zone from a permitted use outright to requiring a special use permit;
- Bring Title 18 concurrent with Title 12.12.060 regarding the driveway approach width requirements;
- Exempt fencing height standards for defined areas for sports and recreation facilities;
- Require that single family and duplex buildings that are adjacent to a public street or private street, the building entrances must be clearly visible and oriented to face the public street. Deviations may be granted by the zoning administrator;
- Update parking standards and ADA parking stalls to be same length as other stalls and give more room for one-way 45 degree parking;
- Clarify the landscape buffering exemption for Single-family, two-family, and three family dwellings.

DISCUSSION: Exhibit S-1 (Draft Ordinance), details the code section that is being requested to be modified, with the underlined text being the proposed new language and the ~~striketrough~~ text being removed. This draft ordinance includes the recommendations forwarded on by the Planning and Zoning Commission on February 22, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: On February 22, 2022, the Planning and Zoning Commission forwarded a recommendation of approval for the proposed changes.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-2 Planning and Zoning Commission Staff Report
Exhibit S-1 Draft Title 18 Ordinance
Exhibit PA-1 KCFR Comments
Exhibit PA-2 DEQ Comments
Exhibit PA-3 PFHD Comments
Exhibit PC-1 Comment
Exhibit S-3 Minutes 2-22-2022
Exhibit PA-4 KCFR Comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: February 18, 2022
TO: POST FALLS PLANNING & ZONING COMMISSION
FROM: JON MANLEY, PLANNING MANAGER, 457-3344, jmanley@postfallsidaho.org
SUBJECT: STAFF REPORT FOR THE FEBRAURY 22, 2022 P&Z MEETING
TITLE 18 ORDINANCE HOUSEKEEPING TEXT AMENDMENT

FILE NUMBER/NAME: TA-0001-2022 / TITLE 18 TEXT AMENDMENT

APPLICANT: City of Post Falls Planning Division

REQUESTED ACTION: The Planning Division is seeking to amend Title 18 to accomplish the following:

- Establish setbacks in PR Zone;
- Modify RV Parks in the Industrial Zone from a permitted use outright to requiring a special use permit;
- Bring Title 18 concurrent with Title 12.12.060 regarding the driveway approach width requirements;
- Exempt fencing height standards for defined areas for sports and recreation facilities;
- Require that single family and duplex buildings that are adjacent to a public street or private street, the building entrances must be clearly visible and oriented to face the public street. Deviations may be granted by the zoning administrator;
- Update ADA parking stalls to be same length as other stalls;
- Clarify the landscape buffering exemption for Single-family, two-family, and three family dwellings.

PROPOSED CHANGES: Exhibit S-1 (Draft Ordinance), details the code sections that are being requested to be modified, with the underlined text being the proposed new language and the ~~strikethrough~~ text being removed. The following is an overview of the proposed changes:

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

| | | |
|-------------------------------------|---------------------------|-------------------------------|
| Post Falls Post Office | PF Park & Rec | East Greenacres Irr. District |
| Kootenai County Fire | Kootenai Electric | Time Warner Cable |
| PF Highway District | Ross Point Water | PF Police Department |
| PF School District | Verizon | Utilities (W/WW) |
| Avista Corp. (WWP-3) | Idaho Department of Lands | Urban Renewal Agency |
| Department of Environmental Quality | Panhandle Health District | Kootenai County Planning |
| Conoco, Inc. (Pipeline Co.) | NW Pipeline Corp. | KMPO |
| Yellowstone Pipeline Co. | TransCanada GTN | TDS |

MOTION OPTIONS: The Planning Commission must provide a recommendation pertaining to the requested amendment to City Council, of which at a later date, an additional Public Hearing will be heard by City Council. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a later date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a later date certain.

ATTACHMENTS:

Staff Submittals:

Exhibit S-1 Draft Title 18 Ordinance

Testimony:

Exhibit PA-1 KCFR Comments

Exhibit PA-2 DEQ Comments

Exhibit PA-3 PFHD Comments

Exhibit PC-1 Comment

ORDINANCE NO. [Category]

AN ORDINANCE AMENDING SECTIONS OF TITLE 18 ZONING, THE MUNICIPAL CODE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO; AMENDING 18.16.010 W. PUBLIC RESERVE ZONE; REPEALING AND REPLACING 18.20.030 LAND USE TABLE; AMENDING 18.24.020 H.1. RESIDENTIAL SURFACING; AMENDING 18.24.030 A. SINGLE FAMILY AND DUPLEX RESIDENTIAL STANDARDS; REPEALING AND REPLACING 18.24.070 PARKING; AMENDING 18.24.080 B.1. EXEMPTIONS FOR BUFFERS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SURVIVAL OF ACTIONS FOR VIOLATIONS OF PRIOR ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE BY SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation of the Planning and Zoning Administrator on the hereinafter provided amendments; and

WHEREAS, a public hearing was held before the Post Falls Planning and Zoning Commission on _____, 2022 in accordance with the law, testimony taken, and recommendation of the Commission that the City Council adopt the amendments hereinafter provided; and

WHEREAS, *after public hearing on the hereinafter provided amendments, and after recommendation by the Planning and Zoning Commission*, it is deemed by the Mayor and City Council to be in the best interests of the City of Post Falls that said amendments be adopted;

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

SECTION 1. *That Post Falls Municipal Code Section 18.16.010 W is amended to read as follows:*

E. Public Reserve Zone: The Public Reserve (PR) Zone is established to accommodate existing and future public uses, such as, but not limited to, governmental, public utility, educational, recreational, cultural, water reuse, agricultural, environmental. It is anticipated that the uses allowed may be unique and may involve a combination of uses not permitted outright in any other zoning districts. The PR Zone does not allow privately-owned development.

1. Application: The PR Zone is appropriate for:
 - a. All future land use designations within the Comprehensive Plan; and
 - b. Areas with at least twenty (20) contiguous acres.
 - c. The minimum setback for all sides of property shall be ten feet (10’).

SECTION 2. *That Post Falls Municipal Code Section 18.20.030 is repealed, and a new Section 18.20.030 is enacted to read as follows:*

18.20.030: LAND USE TABLE:

| | | |
|----------|---|-------------------------|
| P | = | Permitted use |
| S | = | Special use |
| - | = | Nonpermitted use |

| Land Use Category | Zoning Classifications | | | | | | | | | | LBCS Code |
|--|------------------------|----|----|----|----------------|-----|---|----|-----|----|-----------|
| | R1S | R1 | R2 | R3 | LC | CCS | I | TM | CCM | RM | |
| Residential uses: | | | | | | | | | | | |
| Single-Family Home | P | P | P | - | S ¹ | - | - | - | - | P | 1101 |
| Duplex, 2 units per structure | - | - | P | P | S | S | - | - | - | P | 1102 |
| Twinhome | - | S | P | P | S | S | - | - | - | P | |
| Townhome, 6 or less units per structure | - | S | S | P | P | S | - | P | P | P | |
| Multi-family, 3 or more units per structure | - | - | - | P | S | S | - | P | P | P | 1103 |
| Accessory dwelling unit | P | P | P | P | P | - | - | - | - | P | |
| Accessory residential support use (i.e., garage, shed, pool, greenhouse) | P | P | P | P | P | - | - | - | P | P | 1199 |
| Single-family incidental to a commercial/industrial use | - | - | - | - | P | P | P | P | P | P | |
| Single-family incidental to a religious use | P | P | P | P | P | P | P | - | - | P | |
| Home occupation | P | P | P | P | P | P | - | - | - | P | |
| Accommodations and group living: | | | | | | | | | | | |
| Congregate living, group homes | - | P | P | P | S | S | - | P | P | P | 1220 |
| Nursing homes | - | S | S | S | P | P | S | S | P | P | 1230 |
| Residential care facilities | S | S | S | S | P | P | S | S | P | P | 1230 |

¹ See PFMC 18.16.010B.1. Residential uses may be allowed at densities permitted in the (R2) Zone by *Special Use Permit*.

| | | | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|---|---|------|
| Bed and breakfast inn | S | S | S | S | P | - | - | - | P | S | 1310 |
| Rooming and boarding house | - | - | - | - | P | P | - | S | P | S | 1320 |
| Hotel, motel, or tourist court | - | - | - | - | S | P | P | P | P | - | 1330 |
| General sales or services: | | | | | | | | | | | |
| Retail store | - | - | - | - | P | P | P | P | P | P | 2102 |
| Sexually oriented business | - | - | - | - | - | - | P | - | - | - | |
| Postal services and packaging | - | - | - | - | P | P | P | P | P | P | |
| Photo processing | - | - | - | - | P | P | P | P | P | P | |
| Outdoor vendor spaces/farmers' market or stands | - | - | - | - | P | P | S | P | P | P | |
| Neighborhood shopping center | - | - | - | - | P | P | P | P | P | P | 2106 |
| Destination shopping center | - | - | - | - | - | P | P | - | P | - | 2107 |
| Automobile/light truck/RV dealership | - | - | - | - | - | P | P | - | P | - | 2111 |
| Mobile home/manufactured housing dealership | - | - | - | - | - | P | P | - | P | - | 2112 |
| Motorcycle/ATV dealer | - | - | - | - | - | P | P | - | P | - | 2113 |
| Boat/marine craft dealer | - | - | - | - | - | P | P | - | P | - | 2114 |
| Auto service station (full service with garage bays) | - | - | - | - | - | P | P | P | P | - | 2116 |
| Car lot/used car dealership | - | - | - | - | - | P | P | - | - | - | 2118 |
| Furniture/home furnishings center | - | - | - | - | S | P | P | S | P | - | 2121 |
| Hardware/home improvement center | - | - | - | - | S | P | P | S | P | P | 2122 |
| Lawn and garden supplies/feed store | - | - | - | - | S | P | P | S | P | P | 2123 |
| Department store/warehouse club/superstore/big box | - | - | - | - | - | P | P | - | P | - | 2124 |
| Lumberyard/building materials store | - | - | - | - | - | P | P | - | P | - | 2126 |

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| Discount store | - | - | - | - | S | P | P | - | P | P | 2128 |
| Durable consumer goods sales and service | - | - | - | - | S | P | P | P | P | P | 2130 |
| Grocery store/supermarket greater than 17,500 sq. ft | - | - | - | - | S | P | P | P | P | - | 2151 |
| Grocery store/supermarket less than 17,500 sq. ft | - | - | - | - | P | P | P | P | P | P | 2151 |
| Convenience store | - | - | - | - | P | P | P | P | P | P | 2152 |
| Convenience store with gas | - | - | - | - | S | P | P | P | P | - | |
| Specialty food/health food store | - | - | - | - | P | P | P | P | P | P | 2153 |
| Pharmacy/drugstore | - | - | - | - | P | P | P | P | P | - | 2170 |
| Auto supply stores | - | - | - | - | P | P | P | P | P | - | |
| Automotive repair services | - | - | - | - | - | P | P | P | P | - | |
| Automatic car wash | - | - | - | - | S | P | P | P | P | - | 2171 |
| Self-service car wash | - | - | - | - | P | P | P | - | P | - | 2172 |
| Automobile or marine service center | - | - | - | - | - | S | P | - | S | - | 2174 |
| Heavy equipment repair | - | - | - | - | - | S | P | - | - | - | |
| Service garage/paint shop/detailing | - | - | - | - | - | S | P | P | S | - | 2175 |
| Quick lube job | - | - | - | - | S | P | P | P | P | - | 2176 |
| Bank/savings institution | - | - | - | - | P | P | P | P | P | - | 2210 |
| Branch bank (drive-up facility) | - | - | - | - | P | P | P | P | P | - | 2211 |
| Bank ATM kiosk or remote facility | - | - | - | - | P | P | P | P | P | P | 2212 |
| Car rental agency | - | - | - | - | - | P | P | P | P | - | 2331 |
| Tractor/heavy trucks/trailer, dealership/leasing | - | - | - | - | - | S | P | - | - | - | 2332 |
| Recreational or consumer goods rental | - | - | - | - | S | P | P | P | P | P | 2333 |
| Leasing commercial/industrial machinery and equipment | - | - | - | - | - | S | P | - | - | - | 2334 |

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| Building, developing, and general contracting services | - | - | - | - | S | P | P | - | - | - | 7100 |
| Professional, scientific, and technical services | | | | | | | | | | | |
| General office buildings (1 _ 4 stories) | - | - | - | - | P | P | P | P | P | S | 2401 |
| General office buildings (5+ stories) | - | - | - | - | S | P | P | P | P | - | 2402 |
| Research and Development | - | - | - | - | S | S | P | P | P | - | 2416 |
| Veterinary office | - | - | - | - | P | P | P | S | P | P | 2418 |
| Full service restaurant | - | - | - | - | P | P | P | P | P | P | 2510 |
| Cafeteria/limited service restaurant/delicatessens | - | - | - | - | P | P | P | P | P | P | 2520 |
| Drive-in restaurant | - | - | - | - | P | P | P | P | P | - | 2521 |
| Fast food restaurant | - | - | - | - | P | P | P | P | P | - | 2522 |
| Snack/nonalcoholic bar | - | - | - | - | P | P | P | P | P | P | 2530 |
| Bar/tavern/lounge | - | - | - | - | S | P | P | P | P | S | 2540 |
| Nightclub/dinner theater | - | - | - | - | S | P | P | - | P | - | 2541 |
| Parking lot (uncovered) | - | - | - | - | P | P | P | P | P | P | 2650 |
| Parking garage (covered) | - | - | - | - | S | P | P | P | P | S | 2660 |
| Municipal animal shelter/pound | - | - | - | - | - | P | P | - | P | - | 2721 |
| Kennel/boarding services/dog daycare | - | - | - | - | S | P | P | S | P | - | 2722 |
| Retail/office/residential combination (minimum 2 separate uses per structure) | - | - | - | - | P | P | S | P | P | P | 2800 |
| Industrial and manufacturing uses: | | | | | | | | | | | |
| Asphalt plant/storage | - | - | - | - | - | - | S | - | - | - | |
| Blast furnace and smelting | - | - | - | - | - | - | S | - | - | - | |
| Manufacture or storage of explosives | - | - | - | - | - | - | S | - | - | - | |

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| Food and beverage mfg. | - | - | - | - | - | S | P | P | S | - | 3110 |
| Meat products mfg. | - | - | - | - | - | - | P | - | - | - | 3111 |
| Dairy products mfg. | - | - | - | - | - | - | P | - | - | - | 3112 |
| Grain milling products mfg. | - | - | - | - | - | - | P | - | - | - | 3113 |
| Bakery products mfg. | - | - | - | - | - | P | P | P | P | - | 3114 |
| Beverage products mfg. | - | - | - | - | - | S | P | P | P | - | 3115 |
| Tobacco products mfg. | - | - | - | - | - | S | P | - | - | - | 3120 |
| Textiles (mill products) | - | - | - | - | - | S | P | P | S | - | 3130 |
| Clothing mfg. | - | - | - | - | - | S | P | P | S | - | 3131 |
| Leather and allied products mfg. | - | - | - | - | - | S | P | S | S | - | 3140 |
| Wood products mfg., except lumber mills | - | - | - | - | - | S | P | - | S | - | 3210 |
| Sawmill | - | - | - | - | - | - | S | - | - | - | 3215 |
| Millwork/veneer/plywood mfg. | - | - | - | - | - | S | S | - | - | - | 3216 |
| Paper manufacturing | - | - | - | - | - | - | S | - | - | - | 3221 |
| Paperboard/cardboard/box mfg. | - | - | - | - | - | S | S | - | S | - | 3222 |
| Furniture and related products mfg. | - | - | - | - | - | S | P | P | S | - | 3230 |
| Petroleum refining | - | - | - | - | - | - | - | - | - | - | 3311 |
| Paving and roofing materials mfg. | - | - | - | - | - | S | P | - | - | - | 3312 |
| Rubber products mfg. | - | - | - | - | - | S | P | S | - | - | 3321 |
| Paint/varnish/lacquer mfg. | - | - | - | - | - | - | P | - | - | - | 3322 |
| Drug/pharmaceutical mfg. | - | - | - | - | - | S | P | P | S | - | 3323 |
| Plastic mfg. | - | - | - | - | - | S | P | S | - | - | 3324 |
| Industrial chemical mfg. | - | - | - | - | - | - | S | - | - | - | 3325 |
| Flat glass mfg. | - | - | - | - | - | S | P | P | - | - | 3331 |
| Glass/glassware products mfg. | - | - | - | - | - | P | P | P | - | - | 3332 |
| Cement mfg. | - | - | - | - | - | - | P | - | - | - | 3333 |

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| Gypsum/plaster/concrete products mfg. | - | - | - | - | - | - | S | - | - | - | 3334 |
| Cut stone and stone products mfg. | - | - | - | - | - | - | P | - | - | - | 3335 |
| Primary metal mfg. | - | - | - | - | - | - | P | - | - | - | 3340 |
| Steel and iron foundries | - | - | - | - | - | - | S | - | - | - | 3341 |
| Steel fabrication | - | - | - | - | - | - | S | - | - | - | 3342 |
| Machinery mfg. | - | - | - | - | - | - | S | - | - | - | 3350 |
| Automobile/truck manufacturing | - | - | - | - | - | - | P | - | - | - | 3351 |
| Aircraft manufacturing | - | - | - | - | - | - | P | P | - | - | 3352 |
| Instrument/high-technology manufacturing | - | - | - | - | - | - | P | P | S | - | 3353 |
| Electrical equipment/appliance/components mfg. | - | - | - | - | - | P | P | P | P | - | 3360 |
| Heavy transportation equipment mfg. (railroad/pipeline) | - | - | - | - | - | S | P | - | - | - | 3370 |
| Miscellaneous manufacturing | - | - | - | - | - | - | P | S | S | - | 3400 |
| Salvage yard/recycle center | - | - | - | - | - | S | S | - | - | - | 3519 |
| Warehouse and storage uses: | | | | | | | | | | | |
| Mini-storage warehouse/self-storage | S | S | S | S | S | P ² | P | - | S | S | 2321 |
| Construction equipment storage facility | - | - | - | - | - | - | P | - | S | - | |
| Automotive impound yards | - | - | - | - | - | - | P | - | - | - | |
| Warehouse distribution/storage facility | - | - | - | - | - | S | P | S | S | - | 3610 |
| Warehouse-retail combination | - | - | - | - | - | P | P | P | S | - | 3630 |
| Warehouse-office combination | - | - | - | - | - | P | P | P | S | - | 3640 |
| Cold storage warehouse | - | - | - | - | - | S | P | - | S | - | 3660 |

² Refer to Post Falls Municipal Code Section 18.24.040, subsection K for additional restrictions on the location of mini-storage facilities.

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| Transit warehouse/truck terminal | - | - | - | - | - | S | P | - | S | - | 3670 |
| Transportation uses: | | | | | | | | | | | |
| Air transportation | - | - | - | - | - | S | S | - | - | - | 4110 |
| Air freight transportation | - | - | - | - | - | S | S | - | - | - | 4112 |
| Airport support establishment | - | - | - | - | - | S | P | - | - | - | 4113 |
| Other air transportation (including scenic, balloon, etc.) | - | - | - | - | - | S | P | - | - | - | 4115 |
| Rail transportation stations/transit stops | - | - | - | - | - | S | P | S | S | S | 4120 |
| Local transit center-bus, special needs, and other motor vehicles stations | S | S | S | S | P | P | P | P | P | P | 4133 |
| Interurban, charter bus, and other similar establishments/transit stations | - | - | - | - | P | P | P | P | P | - | |
| Special purpose transit transportation (including scenic, sightseeing, etc.) | - | - | - | - | S | P | P | S | P | - | 4136 |
| Taxi and limousine service staging facility | - | - | - | - | S | P | P | - | S | - | 4137 |
| Towing and other road and ground services staging facility | - | - | - | - | S | P | P | - | S | - | 4138 |
| Truck and freight transportation services | - | - | - | - | - | - | P | S | - | - | 4140 |
| Courier and messenger services | - | - | - | - | - | P | P | P | P | - | 4160 |
| Communication uses: | | | | | | | | | | | |
| Publishing | - | - | - | - | - | P | P | P | P | - | 4210 |
| Newspapers, books, periodicals, etc. | - | - | - | - | - | P | P | P | P | - | 4211 |
| Software publisher | - | - | - | - | S | P | P | P | P | - | 4212 |
| Motion pictures and sound recording | - | - | - | - | S | P | P | P | P | - | 4220 |
| Radio and television | - | - | - | - | S | P | P | P | P | - | 4231 |

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|---|---|---|---|---|---|---|---|---|---|---|------|--|
| broadcasting | | | | | | | | | | | | |
| Cable networks and distribution | - | - | - | - | - | P | P | P | P | - | 4232 | |
| Wireless telecommunications | - | - | - | - | - | - | - | - | - | - | 4233 | |
| Telephone and other wired telecommunications | - | - | - | - | - | P | P | P | P | - | 4234 | |
| Information services and data processing industries | - | - | - | - | S | P | P | P | P | - | 4240 | |
| Online information services | - | - | - | - | S | P | P | P | P | - | 4241 | |
| Libraries and archives | - | - | - | - | P | P | P | P | P | S | 4242 | |
| Utility and utility services: | | | | | | | | | | | | |
| Electric power | S | S | S | S | P | P | P | S | P | - | 4310 | |
| Hydroelectric | S | S | S | S | S | S | P | P | S | - | 4311 | |
| Fossil | - | - | - | - | - | - | P | - | - | - | 4312 | |
| Nuclear | - | - | - | - | - | - | - | - | - | - | 4313 | |
| Alternative energy sources | S | S | S | S | S | S | P | S | S | - | 4314 | |
| Natural gas, petroleum, fuels, etc. | S | S | S | S | S | S | P | S | S | - | 4320 | |
| Water, steam, air conditioning supply | - | - | - | - | - | S | P | P | S | - | 4330 | |
| Water Tower/Essential Public Service | P | P | P | P | P | P | P | P | P | P | | |
| Industrial Water Supply | | | | | | | P | P | - | - | 4332 | |
| Hazardous waste collection and storage facility | - | - | - | - | - | - | S | - | - | - | 4341 | |
| Hazardous waste treatment and disposal | - | - | - | - | - | - | S | - | - | - | 4342 | |
| Solid waste collection and storage | - | - | - | - | - | S | P | - | S | - | 4343 | |
| Solid waste combustor or incinerator | - | - | - | - | - | - | S | - | - | - | 4344 | |
| Solid waste landfill | - | - | - | - | - | - | - | - | - | - | 4345 | |

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| Septic tank and related storage and distribution services | - | - | - | - | - | S | S | - | - | - | |
| Arts, entertainment, tourism, and recreation: | | | | | | | | | | | |
| General arts and tourism | - | - | - | - | P | P | P | S | P | - | 5000 |
| Wedding Event and Reception | S | S | S | S | S | P | P | P | P | S | |
| Conference or convention center | - | - | - | - | S | P | P | S | P | - | |
| Community centers | S | S | S | S | S | P | P | S | P | P | |
| Performing arts or supporting establishment | - | - | - | - | S | P | P | S | P | P | 5100 |
| Theater, dance, or music establishment | - | - | - | - | S | P | P | S | P | P | 5110 |
| Stadiums | - | - | - | - | - | S | P | - | S | - | |
| Movie theater | - | - | - | - | S | P | P | S | P | P | 5112 |
| Sports team or club headquarters/facility | - | - | - | - | S | P | P | - | P | - | 5120 |
| Racetrack establishment | - | - | - | - | - | - | P | - | - | - | 5130 |
| Promoter of performing arts, sports, and similar events | - | - | - | - | P | P | P | - | P | - | 5140 |
| Agent for management services | - | - | - | - | P | P | P | - | P | - | 5150 |
| Museums and other special purpose recreational institutions | - | - | - | - | S | P | P | S | P | - | 5200 |
| Art gallery | - | - | - | - | P | P | P | S | P | P | 5211 |
| Historical or archeological institution | - | - | - | - | S | P | P | - | P | - | 5220 |
| Zoos, botanical gardens, arboretums, etc. | - | - | - | - | S | P | P | - | P | - | 5230 |
| Amusement, sports, or recreation establishment | - | - | - | - | - | P | P | - | P | P | 5300 |
| Amusement or theme park establishment | - | - | - | - | - | P | P | - | P | - | 5310 |
| Games arcade establishment | - | - | - | - | S | P | P | - | P | - | 5320 |

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| Casino, bingo halls, or gambling establishment | - | - | - | - | - | P | P | - | P | - | 5330 |
| Miniature golf establishment | - | - | - | - | S | P | S | - | P | P | 5340 |
| Marina or yachting club facility operators | - | - | - | - | - | P | P | - | P | - | 5360 |
| Fitness, recreational sports, gym, or athletic club | - | - | - | - | S | P | P | P | P | P | 5370 |
| Golf course | S | S | S | S | S | S | S | - | S | - | 5374 |
| Indoor shooting or archery range | - | - | - | - | - | S | P | - | P | - | |
| Driving range | - | - | - | - | - | P | P | - | S | S | 5376 |
| Private (sports complex/arena/playing field) | - | - | - | - | - | P | P | S | P | S | 5379 |
| Municipal (sports complex/arena/playing field) | P | P | P | P | P | P | P | S | P | P | |
| Bowling, billiards, pool, etc. | - | - | - | - | S | P | P | - | P | P | 5380 |
| Skating rinks, roller skates, etc. | - | - | - | - | S | P | P | - | P | P | 5390 |
| Camps, camping, and related establishments | - | - | - | - | S | P | P | - | P | - | 5400 |
| Travel trailer (RV) park | - | - | - | - | - | S | S | - | S | - | 5410 |
| Education uses: | | | | | | | | | | | |
| Nursery and preschool | S | S | S | S | P | P | S | P | P | S | 6110 |
| Elementary school | S | S | S | S | S | P | S | - | P | S | 6121 |
| Middle school | S | S | S | S | S | P | S | - | P | S | 6122 |
| High school | S | S | S | S | S | P | S | - | P | S | 6123 |
| Adult education services | - | - | - | - | S | P | P | P | P | - | 6126 |
| Colleges and universities | - | - | - | - | S | P | P | S | P | - | 6130 |
| Technical, trade, and other specialty schools | - | - | - | - | S | P | P | P | P | - | 6140 |
| Beauty schools | - | - | - | - | S | P | P | - | P | - | 6141 |
| Business management | - | - | - | - | S | P | P | P | P | - | 6142 |

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|---|---|---|---|---|---|---|---|---|---|---|------|
| Computer training | - | - | - | - | S | P | P | P | P | - | 6143 |
| Driving education | - | - | - | - | S | P | P | - | P | - | 6144 |
| Fine and performing arts education | - | - | - | - | S | P | P | S | P | S | 6145 |
| Flight training | - | - | - | - | - | P | P | S | P | - | 6146 |
| Sports and recreation education | - | - | - | - | P | P | P | - | P | P | 6147 |
| Public administration uses: | | | | | | | | | | | |
| Courts | - | - | - | - | S | P | P | - | P | - | 6221 |
| Correctional institutions | - | - | - | - | - | - | S | - | - | - | 6222 |
| Other governmental functions: | | | | | | | | | | | |
| Space research and technology | - | - | - | - | S | P | P | P | P | - | 6320 |
| Public safety: | | | | | | | | | | | |
| Fire and rescue | S | S | S | S | S | P | P | P | P | S | 6410 |
| Police | P | P | P | P | P | P | P | P | P | P | 6420 |
| Emergency response | S | S | S | S | S | S | S | P | P | S | 6430 |
| Public safety training facility | S | S | S | S | S | P | P | S | P | S | |
| City facilities | P | P | P | P | P | P | P | P | P | P | |
| Health and human service: | | | | | | | | | | | |
| Ambulatory or outpatient care services | - | - | - | - | S | P | P | P | P | - | 6510 |
| Clinics | - | - | - | - | S | P | P | P | P | - | 6511 |
| Family planning and outpatient care centers | - | - | - | - | S | P | P | P | P | - | 6512 |
| Medical and diagnostic laboratories | - | - | - | - | S | P | P | P | P | - | 6513 |
| Blood and organ bank | - | - | - | - | S | P | P | P | P | - | 6514 |
| Nursing, supervision, and other rehabilitative services | - | - | - | - | S | P | P | P | P | - | 6520 |
| Hospital | - | - | - | - | S | P | P | S | P | - | 6530 |
| Social assistance, welfare, and | - | - | - | - | S | P | P | S | P | P | 6560 |

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|--|---|---|---|---|---|---|---|---|---|---|------|--|
| charitable services | | | | | | | | | | | | |
| Child and youth services | - | - | - | - | P | P | P | S | P | P | 6561 | |
| Child daycare, commercial (more than 5 children) | - | - | - | - | P | P | P | P | P | P | 6562 | |
| Child daycare, home (up to 5 children) | P | P | P | P | S | S | - | - | S | P | | |
| Community food bank | S | S | S | S | S | P | P | - | P | P | 6563 | |
| Emergency and relief services | - | - | - | - | P | P | P | - | P | - | 6564 | |
| Other family services | - | - | - | S | P | P | P | - | P | P | 6565 | |
| Services for elderly and disabled | - | - | - | S | S | P | P | - | P | P | 6566 | |
| Veterans affairs | - | - | - | - | P | P | P | - | P | P | 6567 | |
| Vocational rehabilitation | - | - | - | - | S | P | P | P | P | - | 6568 | |
| Work release facilities | - | - | - | - | - | S | S | - | S | - | | |
| Religious institutions | S | S | S | S | P | P | P | S | S | S | 6600 | |
| Death care services: | | | | | | | | | | | | |
| Funeral homes and services | - | - | - | - | S | P | P | - | P | - | 6710 | |
| Cremation services and cemeteries | - | - | - | - | S | P | P | - | P | - | 6720 | |
| Associations, nonprofit organizations, etc.: | | | | | | | | | | | | |
| Civic, social, and fraternal organizations headquarters/facility | - | - | - | - | P | P | P | - | P | S | 6830 | |
| Mining and extraction establishments: | | | | | | | | | | | | |
| Metals (iron, copper, etc.) | - | - | - | - | - | - | - | - | - | - | 8200 | |
| Nonmetallic mining | - | - | - | - | - | - | - | - | - | - | 8400 | |
| Quarrying and stone cutting establishments | - | - | - | - | - | - | S | - | - | - | 8500 | |
| Agriculture, forestry, fishing and hunting: | | | | | | | | | | | | |

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|--|---|---|---|---|---|---|---|---|---|---|---|------|
| Commercial crop production | P | P | P | P | P | P | P | P | P | - | - | 9100 |
| Commercial greenhouse, nursery, and floriculture | - | - | - | - | P | P | P | S | P | - | - | 9140 |
| Farm and farm labor management services | - | - | - | - | S | P | P | - | P | - | - | 9210 |
| Slaughterhouse | - | - | - | - | - | S | S | - | - | - | - | |
| Stockyard/dairies | - | - | - | - | - | - | - | - | - | - | - | |
| Cattle feedlot establishment | - | - | - | - | - | - | - | - | - | - | - | 9312 |
| Hog and pig farm | - | - | - | - | - | - | - | - | - | - | - | 9330 |

SECTION 3. *That Post Falls Municipal Code Section 18.24.020 H.1. is amended to read as follows:*

1. Residential: All required residential access drives and parking areas must be surfaced with concrete or asphalt paving. Driveways to individual residences may not exceed a maximum of twenty percent (20%) slope, provided that any residence with a driveway in excess of fifteen percent (15%) slope must be provided with a separate access route from the front door to the edge of the paved street or sidewalk that meets the design requirements for a means of egress contained in the adopted Building Code applicable to structure. Each driveway must have a drive approach that meets city standards. Driveways to individual residences must ~~measure a minimum of fourteen feet (14') in width and twenty feet (20') in length~~ not be narrower than the approved driveway approach per PFMC Title 12.12.060: Approach Width.

SECTION 4. *That Post Falls Municipal Code Section 18.24.020: General Performance Standards, Subsection K is amended to read as follows:*

K. Fences And Walls (Excluding Retaining Walls): All walls and fences shall not exceed three feet (3') in height within the required front yard setback and nor shall they exceed six feet (6') in height in the rear and side yard setback areas, unless otherwise permitted per section [18.20.150](#) of this title. For corner lots, fences measuring six feet (6') in height along the "street side yard" can be permitted so long as such fence height does not extend into the front yard setback where the primary entrance of the residence is oriented. Corner lots which abut the side yard of an adjoining lot may not block visibility of a driveway on the adjoining lot above three feet (3'). The height and location of new fences or walls that affect visibility from existing abutting driveways shall be restricted, to provide for vision clearance measuring ten feet by ten feet (10' x 10') on the subject private property. Where new driveways are proposed adjacent to existing fences that exceed three feet (3') in height, the driveway approach shall be located no closer than fifteen feet (15') to the fence.

1. Exemption: Fencing or screening that is a customary component of a sports or recreation facility utilized to define the area or play or to protect persons from injury resulting from the play of the sport is exempt from the height requirement to the extent necessary for the fence or screen to serve its customary purpose.

SECTION 5. *That Post Falls Municipal Code Section 18.24.030: Residential Performance Standards, Subsection A is amended to read as follows:*

18.24.030: RESIDENTIAL PERFORMANCE STANDARDS:

- A. Single-Family And Duplex Residential: Single-family and duplex residential development shall conform to the following standards:
 1. When buildings are adjacent to a public street or private street, the building entrances must be clearly visible and oriented to face the public street. The *Zoning*

Administrator may grant deviations when the implementation of this criteria is practically implausible, the proposed deviation creates a better design for the community, or there has been a general attempt to meet this criterion.

12. Accessory Structures: Accessory structures in any zone shall be set back behind the front of the residence. On a corner lot the accessory structure may be placed in front of the residence on the “street side yard”.
23. Accessory Dwelling Units: *Accessory Dwelling Units* may be permitted as secondary *Dwellings* to *Single-Family Homes* subject to the following restrictions:
 - a. Only one *Accessory Dwelling Unit* is allowed on a *Lot*.
 - b. One of the residences must be owner occupied.
 - c. One additional off-street parking space must be provided.
 - d. Building materials must be consistent with the primary residence.
 - e. No more than one entrance to the *Accessory Dwelling Unit* may be visible from the street.
 - f. The *Accessory Dwelling Unit* cannot have a separate drive approach, unless drive approach is from a rear loaded alley or side street of a corner lot.
 - g. The *Accessory Dwelling Unit* (attached or detached) can be no larger than fifty percent (50%) of the living area of the primary residence and no more than one thousand (1,000) square feet.
 - h. An *Accessory Dwelling Unit* must have electricity, kitchen facilities, and sanitary facilities.
 - i. The applicant must include a detailed site plan, drawn to scale, including the proposed accessory living unit, *Setback Lines*, ingress/egress routes.
 - j. An existing accessory building that is proposed to be converted to an accessory living unit must meet the requirements of the adopted building codes.

SECTION 6. *That Post Falls Municipal Code Section 18.24.070 is repealed and a new Section 18.24.070 is adopted to read as follows:*

18.24.070: PARKING:

The following standards are applicable to and required for off street parking for newly established or substantially modified land *Uses* subject to this Code. Parking provisions do not apply to any existing building or *Structure*, or *Use*, unless there is a change of *Use* or expansion requiring additional parking. Whenever a building or *Structure* existing prior to the adoption of this Code, is enlarged in floor area, such addition must comply with current parking requirements and site improvements, without diminishing the usefulness of existing site improvements. Parking requirements and configuration must be reviewed and approved in the site plan review process. The following are general requirements that apply to off street parking in all zoning districts:

- A. Uses Not Listed: Where a proposed *Use* is not listed in this section the *Zoning Administrator* will determine parking needs based on the information provided by the applicant or *Staff*. Appeal of the *Zoning Administrator’s* determination may be applied for in accordance with provisions of this title.

- B. Lighting: Lighting used to illuminate a parking lot must be arranged to direct light and glare away from adjoining property or public *Right-of-Way*.
- C. Paving: The required number of parking and loading spaces as set forth in this section, together with driveways, aisles, and other circulation areas, must be surfaced with asphalt or concrete.
- D. Drainage: All parking and loading areas must provide for proper drainage of surface water to approved drainage areas or *Structures*. Surface drainage must be retained on site to the extent that site runoff not exceed runoff from the site in its undeveloped condition.
- E. Striping: Parking lots must be permanently striped to delineate parking spaces and circulation patterns in accordance with the adopted Building Code and related standards.
- F. Accessible Parking Standards: Accessible parking must be provided in accordance with ICC/ANSI accessibility standards.
- G. Residential Off Street Parking Requirements:

| Type Of Residence | | Parking Spaces |
|---|-------------------------|--|
| Single-family or two-family dwelling | | 2 for each unit (spaces within garages/carports are calculated in the overall requirement) |
| Multi-family (3 units or greater): | | |
| | 1 bedroom unit | 1.5 for each dwelling unit |
| | 2 or more bedroom units | 2.0 for each dwelling unit |
| Senior housing (55 years and older) (includes senior mobile home parks) | | 1 for each dwelling unit |
| Mobile home park | | 2 for each unit |

- H. Commercial, Office, Industrial, Technology, and Institutional Parking Requirements: Generally, nonresidential *Uses* should provide one (1) space for each two hundred fifty (250) square feet of gross floor area. For any nonresidential *Use* an absolute minimum of two (2) spaces is required.

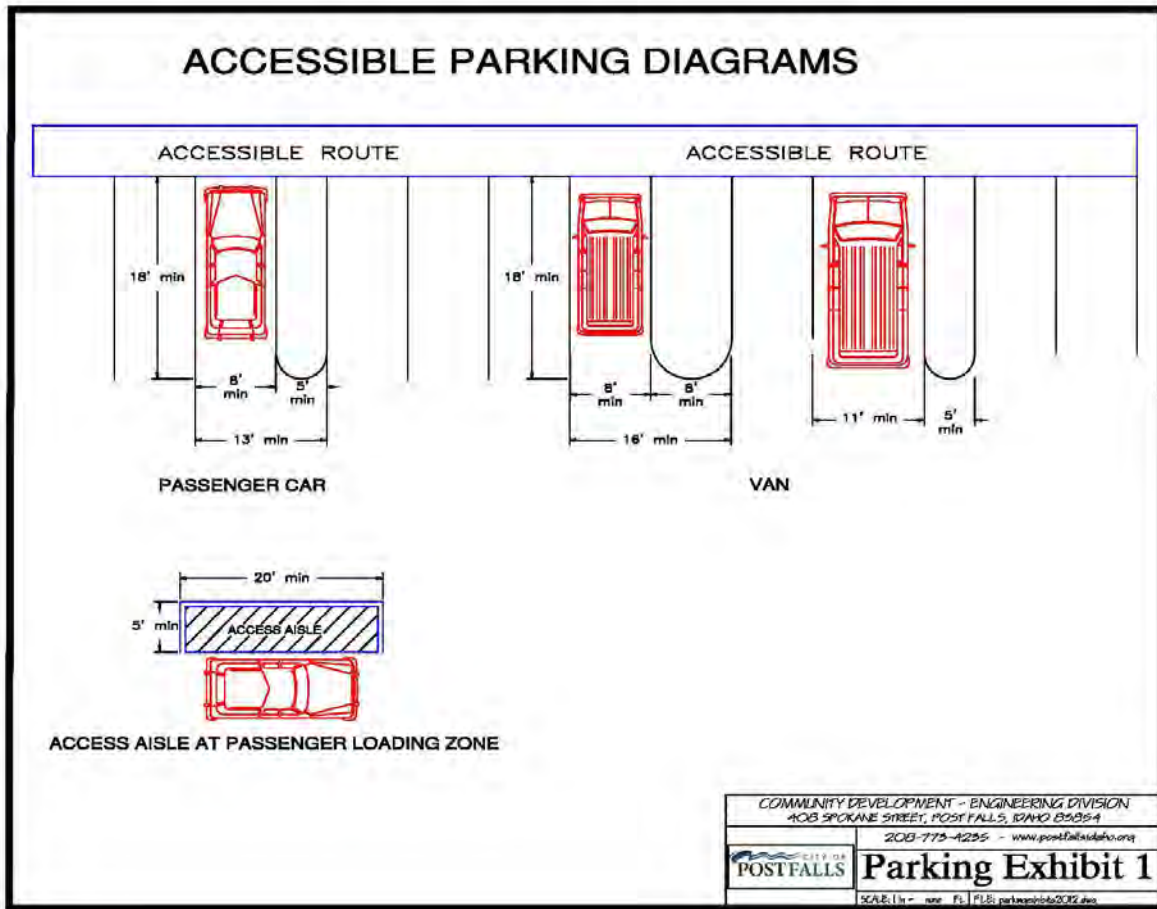
| Type Of Use | | Parking Spaces |
|---|------------------|--|
| Commercial, office, and industrial parking: | | |
| | Auction business | 1 space for every 100 square feet of the structure |

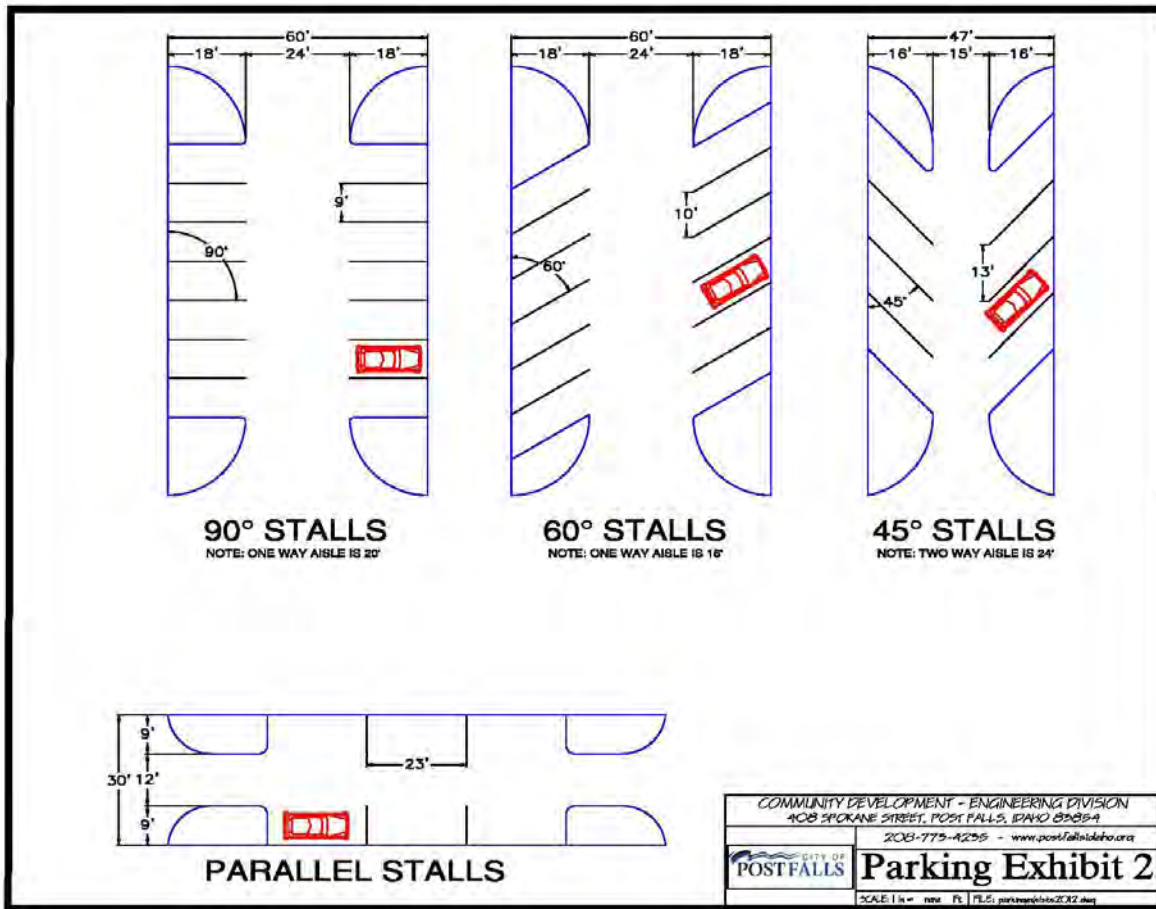
| | | |
|--|---|--|
| | Auction business, permanent outdoor location | 10 parking spaces per acre, minimum of 20 spaces |
| | Hotels/motels | 1 per each sleeping room, plus 1 space for each 2 employees |
| | Medical/dental offices | 1 for every 200 square feet floor area |
| | Ministorage | 3 spaces, plus 1 space for each 75 units |
| | Offices | 1 per 200 square feet floor area |
| | Restaurants/taverns/bars | 1 space per 100 square feet of floor area, or 1 space for every 2 seats, whichever is greater (includes any outdoor seating) |
| Industrial/manufacturing parking requirements: | | 1 space per 450 gross square feet |
| | Storage/warehouse areas in industrial buildings: | |
| | Up to 20,000 square feet | 1 space per 2,000 square feet of floor area |
| | Over 20,000 square feet | 1 space per 3,000 square feet floor area |
| Institutional: | | |
| | Churches or assembly areas (to include funeral homes) | 1 for each 5 seats |
| | Hospital | 1 for each bed; 1 for each on duty staff employee on the busiest shift |
| Schools: | | |
| | High school | 1 for each 4 students and 1 for each employee |
| | Middle school | 1 for each 25 students and 1 for each employee |
| | Elementary school | 1 for each 40 students and 1 for each employee |
| | Childcare/nursery schools | 2 for each classroom, not less than 6 total |

1. Additional Parking Requirements: Parking for nonresidential land *Uses* must comply with the following standards in addition to other parking requirements:
 - a. Joint Use Parking: Separate nonresidential *Uses* may jointly provide and use parking spaces in a complementary manner, provided that a written agreement between joint users, approved by the *Zoning Administrator*, must be completed.
 - b. Off Street Parking Location: Off street parking must be located on the premises it is intended to serve or within one hundred fifty feet (150') thereof. Parking spaces for all detached residential *Uses* must be located on the same Lot as the use which they are intended to serve.
 - c. Multi-Tenant User Parking Space Requirements: Off street parking must be calculated for each individual *Use* requirement. The *Zoning Administrator* may reduce the total number of spaces required, taking into consideration tenant composition and complementary *Uses*. In no case should the number of spaces be less than four (4) per one thousand (1,000) square feet. A change of *Use* may require a

- reevaluation of parking requirements. A proposed subsequent *Use* may be denied if sufficient parking is not provided.
- d. Maintenance Of Parking Areas: The owner must maintain all *Parking Areas*. Maintenance must include *Landscaping*, removal of trash and weeds, and repair of signs, light standards, fences, walls, maintenance of drainage, surfacing materials, curbs, snow removal and striping.
 - e. Access: Any commercial, industrial, technology or institutional *Parking Area* must be designed in such a manner that any vehicle leaving or entering the *Parking Area* from or onto a public or private street must be traveling in a forward motion. Access driveways for *Parking Areas* or loading spaces must be located in such a way that any vehicle entering or leaving such area be clearly visible to a pedestrian or motorist approaching the access or driveway from a public or private street.
- I. Seasonal Parking in the Community Commercial Services Zone: Privately owned parcels of at least four (4) acres may be used to provide seasonal parking for recreational activities without complying with the parking standards contained in this Section if the property owner complies with the following requirements:
- 1. The *Parking Area* must be open to the public without charge.
 - 2. The *Parking Area* may only be open from April 1 through October 31 annually.
 - 3. The *Parking Area* must be located at least twenty-five feet (25') from all property lines.
 - 4. Public restrooms and solid waste collection and disposal must be provided and must be located at least twenty-five feet (25') from all property lines.
 - 5. The *Parking Area* must be closed between the hours of ten o'clock (10:00) p.m. and seven o'clock (7:00) a.m.
 - 6. Dust abatement must be applied to the *Parking Area*.
 - 7. The site must be maintained in good condition and repair, free from garbage, paper, litter, tall grasses or weeds, and other debris to prevent the *Parking Area* from becoming unsightly or a fire hazard.
- J. Parking Spaces: The following standards apply to development of *Parking Areas*:
- 1. Accessible Parking:
 - a. Parking: Parking requirements must be provided in accordance with ICC/ANSI standards and chapter 11 of the *International Building Code*, regarding number of spaces.
 - b. Maximum Slope: Parking spaces and access aisles must have a maximum slope of two percent (2%) in all directions.
 - c. Parked Vehicle Overhangs: Parked vehicle overhangs must not reduce the clear width of an accessible route to less than four feet (4').
 - 2. Parking Dimensions and Maneuvering Aisles: Parking space and maneuvering aisles

must comply with the following minimum standards. See parking diagrams of this section.





SECTION 7. That Post Falls Municipal Code Section 18.24.080: Landscaping, Subsection B.1. is amended to read as follows:

1. Exemptions. The following *Uses* are exempt from the requirements of this section: Single family, two family, and three family *Dwellings* are exempt from applying the *Buffer* stated within this section. Single tax parcels of less than ½ acre being developed with a single, two, or three family *Dwellings* are exempt from applying the *Buffer* stated within this section.

SECTION 8. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 10. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 11. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on _____, 2022.

APPROVED, ADOPTED and SIGNED this day of , 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], Section 1 provides for amendment of 18.16.010 W. of City Code regarding the Public Reserve Zone. Section 2 provides for repeal and replacement of 18.20.030 of City Code regarding the Land Use Table. Section 3 provides for amendment of 18.24.020 H.1. of City Code regarding Residential Surfacing. Section 4 provides for amendment of 18.24.030 A. regarding Residential Performance Standards. Section 5 provides for repeal and replacement of 18.24.070 of City Code regarding Parking. Section 6 provides for amendment of 18.24.080 B.1. regarding Exemptions for Buffers. Section 7 provides for repeal of conflicting ordinances. Section 8 provides for effect of code on past actions and obligations. Section 9 provides for severability. Section 10 provides for an effective date. The full text of the summarized Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am the legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No.[Category], and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this day of , 2022.

Warren J. Wilson, City Attorney

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

January 20, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

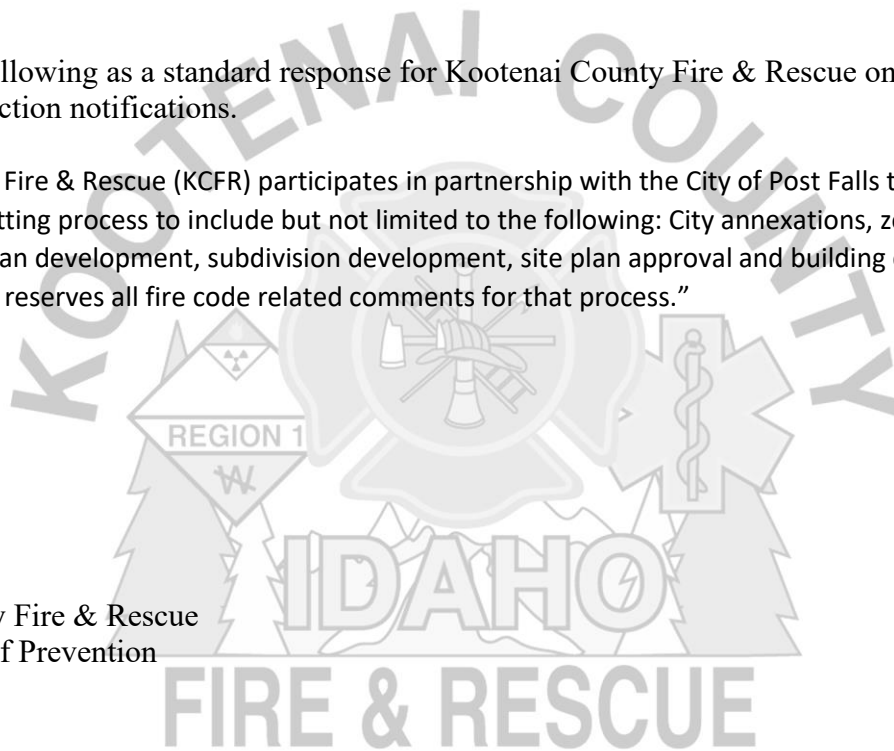
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief of Prevention
Fire Marshal



Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Friday, February 4, 2022 2:18 PM
To: Amber Blanchette
Subject: RE: Title 18 Zone Code Update File No. TA-0001-2022

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

DEQ has no environmental impact comments fro the proposed code updates.

Thank you,
Kristie

Kristie May (McEnroe) | Admin Assistant II
Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, February 4, 2022 9:23 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erika Auger <eauger@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric

Amber Blanchette

From: jonie@postfallshd.com
Sent: Wednesday, February 9, 2022 2:27 PM
To: Amber Blanchette
Subject: RE: Title 18 Zone Code Update File No. TA-0001-2022

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PFHD has no comment

Jonie Anderson
Administrative Assistant 1
Post Falls Highway District
p 208.765.3717
f 208.765.0493
contactus@postfallshd.com

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, February 4, 2022 9:23 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erika Auger <eauger@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lindsay Spencer <lindsay@eastgreenacres.org>; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfallsidaho.org>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <prestonh@postfallsidaho.org>; Rob Palus <rpalus@postfallsidaho.org>; Robert Seale <rseale@postfallsidaho.org>; Robin Bekkedahl <robin.bekkedahl@avistacorp.com>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon



02/12/2022

PUBLIC COMMENT

Title 18 Zone Code Update

File No. TA-0001-2022

Exhibit: 4A

Request: To amend Title 18 of the Zoning Code.

Hearing Date: February 22, 2022

Questions list:

Name: Anonymous

Address:

Email:

Please Provide Your Position on the Proposed Zone Code Update: Opposed

Comments: After reviewing plans for the addition of 32 townhomes between Seltice and Mullan, and next to CornerStone Christian Academy, it seems as though there is a lack of concern for the safety of the children who attend that school and play outside frequently. Butting up an entry way and homes to the eastern fence will result in potential danger to the students by recklessness of those who live there while driving, increased snow load being pushed on the eastern fence during winter months, and the possibility of child predators violating the 500ft law of living near a school. Though there are certain things they can only be controlled by the sellers, I feel it is the job of the city of Post Falls to protect our children in the best way possible. Please consider adjusting the current plans to allow for a wall or barrier to be placed between the eastern fence of CCA fence and the townhomes.



**PLANNING & ZONING COMMISSION
MEETING MINUTES**

**February 22, 2022
5:30 PM**

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

MEETING ATTENDEES ARE ENCOURAGED TO MAINTAIN A 6 FOOT SEPARATION FROM OTHER ATTENDEES AT THE MEETING AND MASKS ARE ENCOURAGED FOR THOSE WHO HAVE NOT BEEN FULLY VACCINATED FOR COVID-19.

THE MEETING MAY BE VIEWED ON CABLE CHANNEL 1300 OR LIVESTREAMED ON THE CITY'S YOUTUBE CHANNEL (<https://www.youtube.com/c/CityofPostFallsIdaho>).

WRITTEN TESTIMONY AT PUBLIC HEARINGS IN LIEU OF ATTENDING IN PERSON IS ENCOURAGED. WRITTEN TESTIMONY WILL BE CONSIDERED TO THE SAME EXTENT AS LIVE TESTIMONY.

REGULAR MEETING – 5:30 PM

CALL TO ORDER

*** PLEASE TURN OFF YOUR CELL PHONES ***

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Carey, Hampe, Davis, Ward, Schlotthauer – Present
Steffensen, Kimball - EXCUSED

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

Today is National Be Humble Day

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – February 8, 2022, Planning and Zoning Commission Meeting
- b. Reasoned Decision – Elm Place Subdivision File No. SUBD-0019-2021
- c. Reasoned Decision – River City Center Subdivision File No. SUBD-0020-2021

Motion to approve as presented by Hampe

Second by: Carey

Vote Carey – Yes; Davis – Yes; Ward – Yes; Schlotthauer – Yes; Hampe - Yes

Moved

2. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Commission 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 that public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, by subsequent appointment. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring action must be placed on the agenda of an upcoming meeting. As such, the Commission cannot take action on items raised during citizen issues at the same meeting but may request additional information or that the item be placed on a future agenda.

None

3. UNFINISHED/OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

None

4. PUBLIC HEARINGS

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

ACTION ITEMS:

- A. Post Falls Title 18 Zoning Code Update File No. TA-0001-2022 – Jon Manley, Planning Manager, to present a request to amend sections of Title 18 dealing with the Public Reserve Zone, Land Use Table, Residential Performance Standards, Parking, and Landscaping Exemptions. Applicant is Post Falls Planning and Zoning.

Proposed Changes:

- Establish Setbacks for the Public Reserve Zone
- Update RV to Special Use Permit in Industrial zones
- Residential driveway width not be narrower than the approaches in Title 12
- Allow fences to be taller than 6' for sports recreation facilities
- When buildings are adjacent to a public street or private street, the building entrances must be clearly visible and oriented to face the public street. The *Zoning Administrator* may grant deviations when the implementation of this criteria is practically implausible, the proposed deviation creates a better design for the community, or there has been a general attempt to meet this criterion.
- Update ADA parking stalls to match other parking requirements. Modify 20' to 18' stall length
 - Proposal meets Department of Justice Requirements
- Post Falls Municipal Code Section 18.24.080: Landscaping, Subsection B.1. is amended to read as follows:
 1. Exemptions. The following Uses are exempt from the requirements of this section:
~~Single-family, two-family, and three-family Dwellings are exempt from applying the Buffer stated within this section.~~ Single tax parcels of Dwellings are exempt from applying the Buffer stated within this section.

Manley – Clarification of one of the changes on the one-way 45 degree, we did add four feet to the overall width to that diagram.

Ward – I have a question about the parking approach. Most of the driveways in Post Falls on the other side of the sidewalk they have that “v” that goes out that makes up that extra two feet and it gives you that residential look. What happens if we reduce it so that all the driveways are the width of the driveway?

Manley – We don't include the apron in the width. It's the width along the right-of-way. You still get the apron. The width is just ten feet rather than jumping out to fourteen.

Schlotthauer – Does everybody feel good about the half acre? My only thought is that it's pretty restrictive. It could be a make-or-break on half an acre.

Manley – You can increase it. If you want to increase it to an acre or less, then that is what you would forward to City Council.

Schlotthauer – I think the concept is good. I'm just not sure on the size because it could discourage infill.

Manley – Commercial against residential is fifteen feet. With multi-family against residential, we went to ten feet.

Hampe – Could that buffer be part of your setback?

Manley – Yes.

Carey moved to forward to City Council TA-0001-2022 Title 18 text amendment with recommendation for approval.

Second by - Hampe

Vote Hampe – Yes; Schlotthauer – Yes; Ward – Yes; Davis – Yes; Carey – Yes
Moved

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

Schlotthauer – I have a “For the Good of the Order.” I don’t know what the correct channel for this is. I think it might be an ITD issue, but has anyone else noticed the insane amount of litter on I-90? I think it could be a commercial operator, one of the garbage services, because they run their trucks up to Pleasant View. It stops at Pleasant View. There was a letter in the paper. It’s probably not a city issue, but it’s our city and it’s going through the middle of it.

Herrington – I’ll look around. It may be that it’s ITD’s purview. We’ll report back.

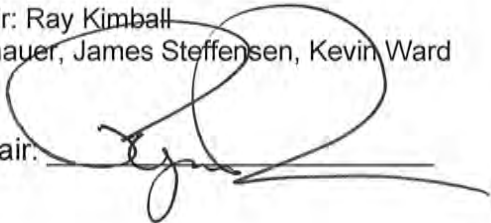
7. ADJOURNMENT 6:03 PM

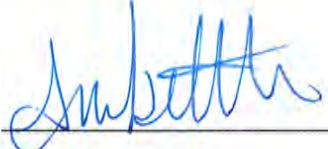
Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: Ryan Davis Vice Chair: Ray Kimball
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, James Steffensen, Kevin Ward

Date: 3-8-22

Chair: 

Attest: 

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

March 15, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

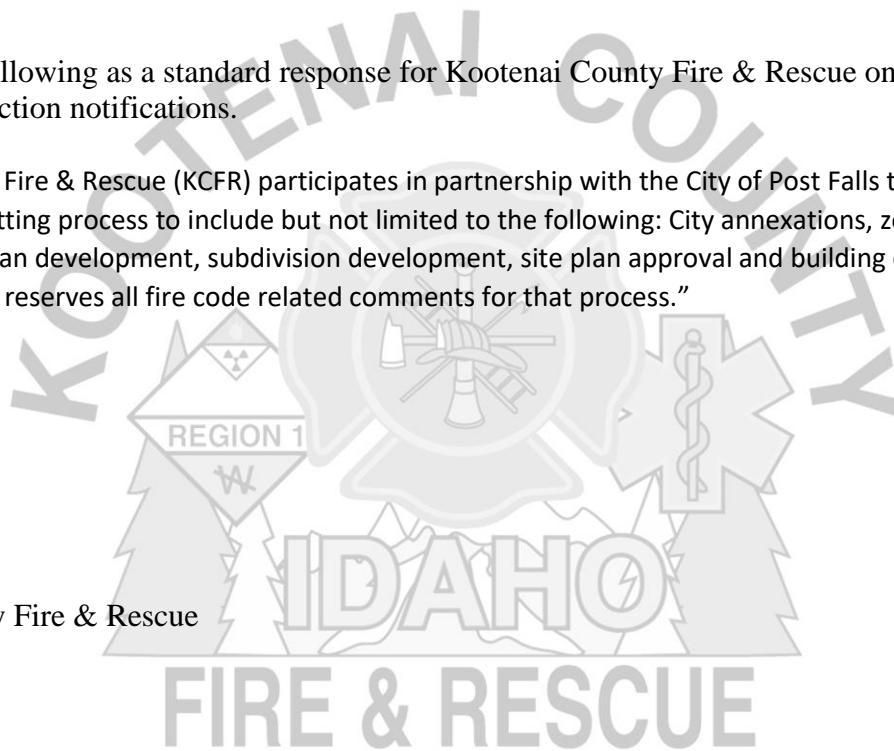
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal



CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 4/5/2022

DATE: 3/31/2022 8:50 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Title 18 Alternative Compliance Ordinance File No. TA-0003-2022

ITEM AND RECOMMENDED ACTION:

The Planning Division is seeking to amend Title 18 to accomplish the following:

- To amend Post Falls Municipal Code Section 18.20.110: ADMINISTRATIVE PROCEDURES; adding the use of Alternative Compliance.

- Add Section 18.20.155: ALTERNATIVE COMPLIANCE
 - o Applicability for Twin-home
 - o Requests for alternative compliance are allowed only when one (1) or more of the following conditions exist:
 1. Topography, soil, vegetation, or other site conditions are such that full compliance is impossible or impractical;
 2. The site involves space limitations or an unusually shaped lot;
 3. Safety considerations make alternative compliance desirable;
 4. Other regulatory agencies or departments having jurisdiction are requiring design standards that conflict with the requirements of this title;
 5. The proposed design includes innovative design features or architectural and/or site designs that promote walkable and mixed use neighborhoods;
 6. Additional environmental quality improvements would result from the alternative compliance.
 - o The application must specify:
 1. The specific requirements that are proposed to be modified;
 2. The reasons for the modification; and
 3. A demonstration of how the alternative means for compliance meets the requirements' intended purpose by providing an equal or superior means of meeting the intent and purpose of the regulation.
 - o Evaluation and Decision: The Zoning Administrator will evaluate whether the application meets the following standards and provide the applicant a written decision explaining the basis for the decision.
 1. Strict adherence or application of the requirements are not feasible; or
 2. The alternative compliance provides an equal or superior means for meeting the requirements; and
 3. The alternative means will not be materially detrimental to the public welfare or impair the intended uses and character of surrounding properties.
 - o Note: Administrative decision may be appealed to the Planning and Zoning Commission.

DISCUSSION:

Exhibit S-1 (Draft Ordinance), details the code sections that are being requested to be modified, within the 18.20.110: ADMINISTRATIVE PROCEDURES section the underlined text represents the proposed new language and the strikethrough text being removed. Section 18.20.155:

ALTERNATIVE COMPLIANCE is a completely new section of code being proposed. This draft Ordinance includes the recommendations forwarded on by the Planning and Zoning Commission on March 8, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

On March 8, 2022, the Planning and Zoning Commission forwarded a recommendation of approval for the proposed changes.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: April 5, 2022**

DATE: March 30, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JON MANLEY, PLANNING MANAGER
jmanley@postfallsidaho.org / 208-457-3344
SUBJECT: TITLE 18 ALTERNATIVE COMPLIANCE ORDINANCE

ITEM AND RECOMMENDED ACTION:

The Planning Division is seeking to amend Title 18 to accomplish the following:

- To amend Post Falls Municipal Code Section 18.20.110: ADMINISTRATIVE PROCEDURES; adding the use of Alternative Compliance.

- Add Section **18.20.155: ALTERNATIVE COMPLIANCE**
 - o Applicability for Twin-home
 - o Requests for alternative compliance are allowed only when one (1) or more of the following conditions exist:
 1. Topography, soil, vegetation, or other site conditions are such that full compliance is impossible or impractical;
 2. The site involves space limitations or an unusually shaped lot;
 3. Safety considerations make alternative compliance desirable;
 4. Other regulatory agencies or departments having jurisdiction are requiring design standards that conflict with the requirements of this title;
 5. The proposed design includes innovative design features or architectural and/or site designs that promote walkable and mixed use neighborhoods;
 6. Additional environmental quality improvements would result from the alternative compliance.
 - o The application must specify:
 1. The specific requirements that are proposed to be modified;
 2. The reasons for the modification; and
 3. A demonstration of how the alternative means for compliance meets the requirements' intended purpose by providing an equal or superior means of meeting the intent and purpose of the regulation.
 - o Evaluation and Decision: The Zoning Administrator will evaluate whether the application meets the following standards and provide the applicant a written decision explaining the basis for the decision.
 1. Strict adherence or application of the requirements are not feasible; or
 2. The alternative compliance provides an equal or superior means for meeting the requirements; and
 3. The alternative means will not be materially detrimental to the public welfare or impair the intended uses and character of surrounding properties.

- Note: Administrative decision may be appealed to the Planning and Zoning Commission.

DISCUSSION: Exhibit S-1 (Draft Ordinance), details the code sections that are being requested to be modified, within the 18.20.110: ADMINISTRATIVE PROCEDURES section the underlined text represents the proposed new language and the ~~striketrough~~ text being removed. Section 18.20.155: ALTERNATIVE COMPLIANCE is a completely new section of code being proposed. This draft Ordinance includes the recommendations forwarded on by the Planning and Zoning Commission on March 8, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: On March 8, 2022, the Planning and Zoning Commission forwarded a recommendation of approval for the proposed changes.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-2 Planning and Zoning Commission Staff Report
Exhibit S-1 Draft Title 18 Ordinance
Exhibit PA-1 KCFR Comments
Exhibit PA-2 DEQ Comments
Exhibit PA-3 PFHD Comments
Exhibit S-3 Minutes 3-8-2022
Exhibit PA-4 KCFR Comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: March 4, 2022

TO: POST FALLS PLANNING & ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER, 457-3344, jmanley@postfallsidaho.org

SUBJECT: STAFF REPORT FOR THE MARCH 8, 2022 P&Z MEETING
TITLE 18 ALTERNATIVE COMPLIANCE ORDINANCE

FILE NUMBER/NAME: TA-0003-2022: TITLE 18 ALTERNATIVE COMPLIANCE ORDINANCE

APPLICANT: City of Post Falls Planning Division

PURPOSE OF THE REQUEST: The purpose of this process is to provide for alternative means in which to meet the intended purposes of certain development regulations when technical compliance is not feasible or the alternative means is superior to what is required. The proposed regulation is intended to encourage creative solutions to land use problems. Zoning regulations do not anticipate all possible situations. City staff recognizes that there may be land use proposals that conform to the purpose, intent, and objectives of the Title 18 zoning regulations but were not anticipated in the specific regulations. The proposed section sets forth an alternative method of compliance in the event of these situations occur.

REQUESTED ACTION: The Planning Division is seeking to amend Title 18 to accomplish the following:

- To amend Post Falls Municipal Code Section 18.20.110: ADMINISTRATIVE PROCEDURES; adding the use of Alternative Compliance.

- Add Section **18.20.155: ALTERNATIVE COMPLIANCE**
 - o Applicability for Twin-home
 - o Requests for alternative compliance are allowed only when one (1) or more of the following conditions exist:
 1. Topography, soil, vegetation, or other site conditions are such that full compliance is impossible or impractical;
 2. The site involves space limitations or an unusually shaped lot;
 3. Safety considerations make alternative compliance desirable;
 4. Other regulatory agencies or departments having jurisdiction are requiring design standards that conflict with the requirements of this title;
 5. The proposed design includes innovative design features or architectural and/or site designs that promote walkable and mixed use neighborhoods;
 6. Additional environmental quality improvements would result from the alternative compliance.
 - o The application must specify:
 1. The specific requirements that are proposed to be modified;
 2. The reasons for the modification; and

3. A demonstration of how the alternative means for compliance meets the requirements' intended purpose by providing an equal or superior means of meeting the intent and purpose of the regulation.
- Evaluation and Decision: The Zoning Administrator will evaluate whether the application meets the following standards and provide the applicant a written decision explaining the basis for the decision.
 1. Strict adherence or application of the requirements are not feasible; or
 2. The alternative compliance provides an equal or superior means for meeting the requirements; and
 3. The alternative means will not be materially detrimental to the public welfare or impair the intended uses and character of surrounding properties.
 - Note: Administrative decision may be appealed to the Planning and Zoning Commission.

PROPOSED CHANGES: Exhibit S-1 (Draft Ordinance), details the code sections that are being requested to be modified:

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

| | | |
|-------------------------------------|---------------------------|-------------------------------|
| Post Falls Post Office | PF Park & Rec | East Greenacres Irr. District |
| Kootenai County Fire | Kootenai Electric | Time Warner Cable |
| PF Highway District | Ross Point Water | PF Police Department |
| PF School District | Verizon | Utilities (W/WW) |
| Avista Corp. (WWP-3) | Idaho Department of Lands | Urban Renewal Agency |
| Department of Environmental Quality | Panhandle Health District | Kootenai County Planning |
| Conoco, Inc. (Pipeline Co.) | NW Pipeline Corp. | KMPO |
| Yellowstone Pipeline Co. | TransCanada GTN | TDS |

- **Kootenai County Fire & Rescue Service (Exhibit PA-1)** – Are involved in each process at time of application based on the fire code.
- **Idaho Department of Environmental Quality (Exhibit PA-2)** – General comments.
- **Post Falls Highway District (Exhibit PA-3)** - Neutral

MOTION OPTIONS: The Planning Commission must provide a recommendation pertaining to the requested amendment to City Council, of which at a later date, an additional Public Hearing will be heard by City Council. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a later date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a later date certain.

ATTACHMENTS:

Staff Submittals:

Exhibit S-1 Draft Title 18.20 Ordinance

Testimony:

- Exhibit PA-1 KCFR Comments
- Exhibit PA-2 DEQ Comments
- Exhibit PA-3 PFHD Comments

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE AMENDMENT OF SECTION 18.20.110 AND THE ADOPTION OF A NEW SECTION 18.20.155 TO ESTABLISH A PROCESS TO APPROVE METHODS OF ALTERNATIVE COMPLIANCE WITH CERTAIN ZONING REGULATIONS WHERE THE INTENT OF THOSE REGULATIONS CAN STILL BE MET; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council find that providing for alternative methods of compliance with zoning regulations helps to protect the right of residents to develop their property in a manner that still meets the intent of the regulation; and

WHEREAS, after public hearing on the hereinafter provided, and after recommendation of the Planning and Zoning Commission, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code Section 18.20.110 is amended as follows:

18.20.110: ADMINISTRATIVE PROCEDURES:

A. General: The purpose of this section is to provide processes to allow certain land use related permits to be approved administratively. The Zoning Administrator is hereby granted discretion to decide the administrative permits addressed by this chapter. Application forms for all administrative permits must contain information required by this title and additional information relevant to the specific permits requested.

B. Type of Administrative Procedures:

Temporary use permits, site-plan review, home occupations, ~~and~~ administrative exceptions, and requests for alternative compliance must follow the administrative procedures established by this section.

CB. Appeals: Any affected party may appeal an administrative decision by the Zoning Administrator to the Planning and Zoning Commission by filing a written notice of appeal, along with the required fee, with the Zoning Administrator no more than fourteen (14) days after the date of the written decision. The request for appeal must include the legal or factual reason for appeal and the result sought through the appellate process. The Zoning Administrator will coordinate with the City Attorney and relevant City departments to schedule a de novo hearing before the Planning and Zoning Commission to consider the matter as quickly as the Planning and Zoning Commission's schedule allows. Employing whatever procedures it deems appropriate in accordance with its procedures resolution, the Planning and Zoning Commission will render a written decision that will be communicated to the appellant and applicant. The decision of the Planning and Zoning Commission may be further appealed to the City Council by following the appeal procedures contained in section 18.20.060 of this chapter.

DC. Exhaustion Of Procedures: 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).

SECTION 2. That a new Section 18.20.155, entitled Alternative Compliance is added to the Post Falls Municipal Code as follows:

18.20.155: ALTERNATIVE COMPLIANCE.

A. Purpose: The purpose of this process is to provide for alternative means in which to meet the intended purposes of certain development regulations when technical compliance is not feasible or the alternative means is superior to what is required. The regulations of this section are intended to encourage creative solutions to land use problems. The city recognizes that some specific requirements of this title do not anticipate all possible situations. Further, the city recognizes that

there may be land use proposals that conform to the purpose, intent, and objectives of the regulations in this title but were not anticipated in the specific regulations. This section sets forth an alternative method of compliance in the event of these situations.

B. Applicability: The process established by this section can be used to seek alternative compliance approval from the following provisions:

1. Setback Standards for Twin Homes contained in Section 18.20.040.

C. Necessary Site Conditions: Requests for alternative compliance are allowed only when one (1) or more of the following conditions exist:

1. Topography, soil, vegetation, or other site conditions are such that full compliance is impossible or impractical;
2. The site involves space limitations or an unusually shaped lot;
3. Safety considerations make alternative compliance desirable;
4. Other regulatory agencies or departments having jurisdiction are requiring design standards that conflict with the requirements of this title;
5. The proposed design includes innovative design features or architectural and/or site designs that promote walkable and mixed use neighborhoods;
6. Additional environmental quality improvements would result from the alternative compliance.

D. Process: A person seeking approval of an alternative compliance method must submit a written application for alternative compliance prior to the submittal of a development application or upon the determination that the development request does not comply with specific provisions of this title. The application must be accompanied by the appropriate fee established by resolution of the City Council. The application must specify:

1. The specific requirements that are proposed to be modified;

2. The reasons for the modification; and
3. A demonstration of how the alternative means for compliance meets the requirements' intended purpose by providing an equal or superior means of meeting the intent and purpose of the regulation.

E. Evaluation and Decision: The Zoning Administrator will evaluate whether the application meets the following standards and provide the applicant a written decision explaining the basis for the decision.

1. Strict adherence or application of the requirements are not feasible; or
2. The alternative compliance provides an equal or superior means for meeting the requirements; and
3. The alternative means will not be materially detrimental to the public welfare or impair the intended uses and character of surrounding properties.

F. Precedent. Approval of a request for alternative compliance does not create a precedent for acceptance in other cases.

SECTION 3. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on February ___ 2022.

APPROVED, ADOPTED and SIGNED this day of February, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE AMENDMENT OF SECTION 18.20.110 AND THE ADOPTION OF A NEW SECTION 18.20.155 TO ESTABLISH A PROCESS TO APPROVE METHODS OF ALTERNATIVE COMPLIANCE WITH CERTAIN ZONING REGULATIONS WHERE THE INTENT OF THOSE REGULATIONS CAN STILL BE MET; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which establishes an alternative compliance process; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of February, 2022.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which establishes an alternative compliance process, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of February, 2022.

Warren J. Wilson, City Attorney

DRAFT

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

February 23, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

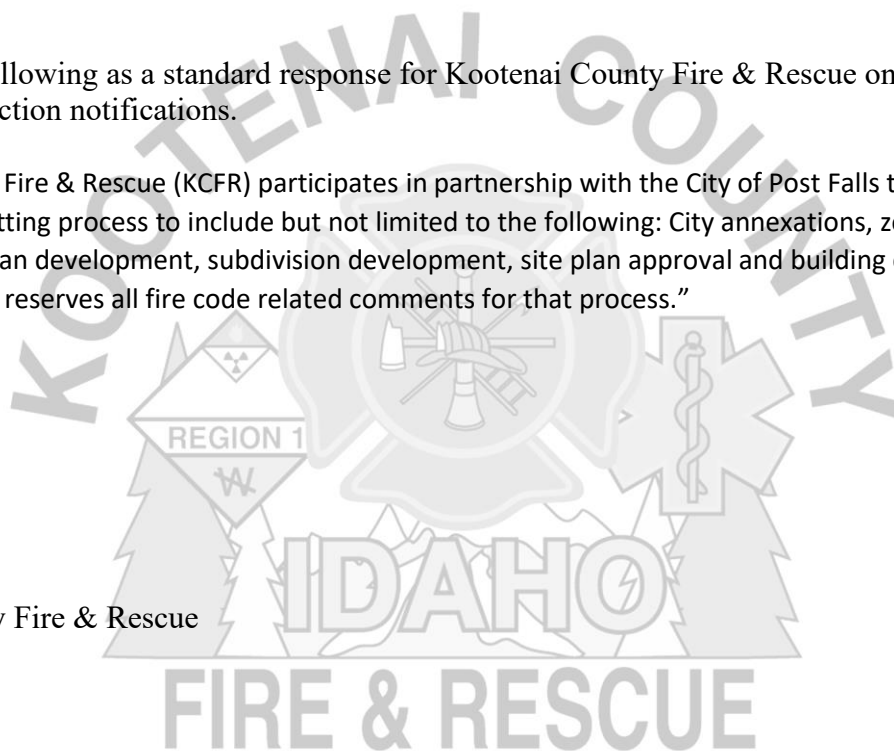
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal





DEQ Response to Request for Environmental Comment

Date: March 2, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: February 22, 2022
Applicant/Description: TA-003-2022

Thank you for the opportunity to respond to your request for comment. While the Idaho Department of Environmental Quality (DEQ) does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <https://www.deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts/>

DEQ has not completed a thorough review of the documents provided, therefore, the following general comments should be applied as appropriate to the specific project:

1. Air Quality

- **Fugitive Dust** - All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in IDAPA 20.02.01.071.03 and IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required.
- **Open Burning** - Open burning of demolition or construction debris is not an allowable form of open burning as defined by IDAPA 58.01.01.600. Demolition and construction debris must be treated in accordance with solid waste regulations.
- For questions, contact Shawn Sweetapple, Air Quality Manager, at (208) 769-1422.
- **Air Quality Permits** - IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For permitting questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- If connecting to an existing wastewater utility, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the sewer provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

For questions, contact Matt Plaisted, DEQ Water Quality Engineering Manager, at (208)769-1422.

3. Drinking Water

- DEQ recommends using an existing drinking water system whenever possible or construction of a new drinking water system. Please contact DEQ to discuss this project and to explore options to best serve the future residents of this development and provide for protection of ground water resources.
- If connecting to an existing public or non-public drinking water system, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the water provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval. All projects for construction or modification of public drinking water systems require preconstruction approval.

- If any private wells will be included in the proposed project, DEQ recommends at a minimum testing the private well for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208) 769-1422.

4. Surface Water

- **Water Quality Standards.** Site activities adjacent to waters of the United States (US) must comply with Idaho's Water Quality Standards (WQS) (IDAPA 58.01.02). The WQS provide limits to pollutants to assure water quality for the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water. The federal Clean Water Act (CWA) requires states to list current conditions of all state waters (required by §305(b)), including publicly-owned lakes (required by §314), and to list waters that are impaired by one or more pollutants (required by §303(d)).
 - WQS: <http://www.deq.idaho.gov/water-quality/surface-water/standards/>
 - Current conditions of state waters (with interactive map): <http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/>
- **Point Source Discharges.** Site activities that discharge pollutants into waters of the US in Idaho may require Idaho Pollution Discharge Elimination System (IPDES) coverage (IDAPA 58.01.25) or the Environmental Protection Agency (EPA) National Pollution Discharge Elimination Program (NPDES) coverage.
 - <http://www.deq.idaho.gov/permitting/water-quality-permitting/ipdes/>
- **Construction activities.** Construction activities should implement Best Management Practices (BMPs) to control, prevent, or minimize pollution. Construction activities disturbing areas greater than one acre of land that may discharge stormwater directly or indirectly into waters of the US require development and implementation of a Stormwater Pollution Prevention Plan (SWPP) under a Construction General Permit with EPA NPDES.
 - <http://www.deq.idaho.gov/water-quality/wastewater/stormwater/>
- **Stream channel/lakeshore alteration and dredge and fill activities.** Site activities that disturb ground below the ordinary high water mark (OHWM) within streams/lakeshores must have a permit under IDAPA 37.03.07 (administered by Dept. of Lands) and IDAPA 58.13 (administered by Dept. of Water Resources). Activities that discharge fill material below the OHWM must have a permit under Section 404 of the CWA (administered by US Army Corps of Engineers). All activities must also comply with Idaho Water Quality Standards.
 - Idaho Department of Water Resources permits: <https://idwr.idaho.gov/streams/>
 - Idaho Department of Lands permits: <https://www.idl.idaho.gov/lakes-rivers/lake-protection/index.html>
 - US Army Corp of Engineers permits: <https://www.nww.usace.army.mil/Business-With-U/Regulatory-Division/>

For questions, contact Robert Steed, Surface Water Manager at (208) 769-1422.

5. Solid/Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Solid Waste.** The disposal of all solid waste must comply with Idaho's Solid Waste Management Rules (IDAPA58.01.06). No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that all activities comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
- **Underground Storage Tanks.** DEQ requests that the installation of all underground storage tanks and piping along with any required testing and owner/operator training comply with Idaho's Rules Regulating Underground Storage Tank Systems (IDAPA 58.01.07)

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. The Panhandle Health District regulates all ASTs over the Rathdrum Prairie aquifer. EPA regulates ASTs at all other areas. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 769-1422, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

For questions, contact Gary Stevens, Waste & Remediation Manager, at (208) 769-1422.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208)769-1422.

Dan McCracken, Regional Administrator, Coeur d'Alene

Amber Blanchette

From: shannon@postfallshd.com
Sent: Tuesday, March 1, 2022 10:43 AM
To: Amber Blanchette
Cc: jonie@postfallshd.com
Subject: RE: Title 18 Zone Code Update File No. TA-0001-2022

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

PFHD has no comment.

Thank you,

Shannon Schranck
Post Falls Highway District
5629 E Seltice Way
Post Falls, ID 83854
208-765-3717

From: Amber Blanchette <amberb@postfallsidaho.org>
Sent: Friday, February 04, 2022 9:23 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfallsidaho.org>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <dandr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfallsidaho.org>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erika Auger <eauger@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfallsidaho.org>; Field Herrington <fherrington@postfallsidaho.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jpoindexter@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfallsidaho.org>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lindsay Spencer <lindsay@eastgreenacres.org>; Lynn Sanders, AECOM <lynn.sanders@aecom.com>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney



**PLANNING & ZONING COMMISSION
MEETING MINUTES**

**March 8, 2022
5:30 PM**

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

MEETING ATTENDEES ARE ENCOURAGED TO MAINTAIN A 6 FOOT SEPARATION FROM OTHER ATTENDEES AT THE MEETING AND MASKS ARE ENCOURAGED FOR THOSE WHO HAVE NOT BEEN FULLY VACCINATED FOR COVID-19.

THE MEETING MAY BE VIEWED ON CABLE CHANNEL 1300 OR LIVESTREAMED ON THE CITY'S YOUTUBE CHANNEL (<https://www.youtube.com/c/CityofPostFallsIdaho>).

WRITTEN TESTIMONY AT PUBLIC HEARINGS IN LIEU OF ATTENDING IN PERSON IS ENCOURAGED. WRITTEN TESTIMONY WILL BE CONSIDERED TO THE SAME EXTENT AS LIVE TESTIMONY.

REGULAR MEETING – 5:30 PM

CALL TO ORDER

*** PLEASE TURN OFF YOUR CELL PHONES ***

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Carey, Hampe, Steffensen, Ward, Davis, Schlotthauer, Kimball - Present

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

INTERNATIONAL WOMEN'S DAY - It's a global day celebrating social economic cultural and political achievements of women; the day also marks a call to action for accelerating women's equality. The first international women's day gathering was in 1911 supported by over a million people.

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.

N/A

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

N/A

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – February 22, 2022, Planning and Zoning Commission Meeting

Motion for approval as presented by Carey

2nd by Hampe

**Vote Steffensen – Yes; Carey – Yes; Kimball – Abstain; Davis – Yes; Ward – Yes;
Schlotthauer – Yes; Hampe - Yes**

Moved

2. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Commission on an issue that is not on the agenda. Comments on issues that are planned for future meeting agendas should be held for that meeting

N/A

3. UNFINISHED / OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

N/A

4. PUBLIC HEARINGS

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

ACTION ITEMS:

- A. Post Falls Title 18.20 Zoning Code Update File No. TA-0003-2022 – Jon Manley, Planning Manager, to present a request to amend sections of Title 18.20 to allow an alternative compliance procedure when an applicant can show they can meet the intended purposes of certain development regulations when explicit compliance is not feasible, or the alternative compliance is superior to what is required. – The requested action is to review and approve the amendment to the Title 18 allowing for alternative compliance measure in PFMC for Twinhomes. Zoning and what the purpose of zoning is; zoning assists the management and development of real property by a local government based off the character and land and structures and their fitness within a particular area and their uses. It's a

common form of land use regulation. Consideration is given to conserving the value of the property and encouraging the most appropriate uses and protecting the health safety and welfare of the community. So typically, you look at zoning and it works everywhere for the most part. You look at euclidean areas, sprawled areas, curvilinear streets and some of the downtown areas, lot, and blocks and so a lot of times zoning works in a lot of areas. At times you get anomalies where things occur that are unpredicted, or a property owner may not predict of what could have occurred in the past. What brought this to light is an R2 zoned area, west of Spokane St. blocks around 18th and 19th Ave., some point in time in the past there was a decision to vacate a portion of 18th Ave. So, they transferred the road obligation to Warner Rd. which isn't a road it's an alley. The residents to have access off an alley which throws a kink into our zoning because our blocks are typically 300 foot deep. When there are alleys running through the frontages are on public streets and are supported by alleys. Or there is a curvilinear street system where you have 120-foot-deep lots and it's obvious where their frontages are. What had occurred with two lots in this area they meet our minimum lot dimensions for R2 but not necessarily our bulk and placement table in title 18. Staff got together and talked about it and didn't necessarily want to propose something that went city-wide for instance like this when it's an anomaly, rather propose something with an alternative compliance type matter. When these little unique things happen, we can deal with them under certain conditions. A representation of the case in hand where the current built environment is mostly single-family homes and some duplexes and twinhomes however, most of it is single-family in nature. I think the person proposing development wanted to complement that to the best of their ability so and that's why they put single-family homes to the west. Being R2 they could have configured this area and built more twinhomes with a common lot line running down the middle of the shared wall. Although the blocks can support that I went with what the minimum requirements would be, within a 50-foot-wide lot you could have a shared common wall with what looks like a duplex across the street from other single-family homes. The property owner desires to do a common wall on the rear and front other single-family homes with similar features but still be a twinhome. When you look at the minimum lot size for a twinhome, which is 25ft by 96ft, you would yield about 1,000 square feet and if they went by the proposed configuration, they would end up with 1,315 square feet of green space. You get a little bit more green space with their proposal; however, it isn't allowed per code. Where this culminates is the bulk and placement table that states for a twinhome or townhome only the interior side can share a common wall which is at 0-5ft. are the current options and the minimum lot area is 2400 square feet. So, everything could be meet on the proposal except for that 0-5 element. Staff has their hands tied when looking at infill development in this area so, hence the mentioned alternative compliance and what would that look like. So, we're proposing is that it would be allowed when only one or more of the following conditions exist:

- Topography, soil, vegetation, or other site conditions are such that full compliance is impossible or impractical.
- the site involves space limitations or unusually shaped lots.

I would argue that potentially one and two could apply in the instance at hand, that due to some past decision created some unusually shaped circumstances on this when the intent was not to develop any more intense than the under lying zone.

- Safety considerations make alternative compliance desirable.

So potentially someone could come in and want to propose something safer for an area but because of code we can't do anything with it or have any flexibility; this would allow us a container to entertain that.

- there could potentially be other regulatory agencies or departments having jurisdiction or requiring design centers that conflict with the requirements of the title.
- the proposed design included innovative design features or architectural and/or site designs to promote walkable mixed-use neighborhoods
- Additional environmental or quality improvements would result from the alternative compliance.

Once again, the proposal is not allowed at this time because there's no mechanism and then looking at the environment with everything being single family in nature, staff would contemplate that the proposal would probably blend in better with the neighborhood. Still meeting the intent of the code and meet the intent of the underlying zoning. I looked at an old zoning map from 1979 this has been zoned R2 since then. It explicitly says in that zoning map that R2 was meant for density between 1 to 12 units per acre. Usually when you zone, you zone with an intent to create something in the future and allow some development of some intensity. So, looking at the evaluation of any proposal we'd be looking at the following:

- Strict adherence or application of the requirements are not feasible.
Right now, we can only allow it on a side yard.
- The alternative compliance provides an equal or superior means for meeting the requirements.

So, we'll be looking at whether they are proposing something that's equal or better than what would be attained by code itself and at the same time meeting the intent.

- The alternative means will not materially be detrimental to the public welfare or impair the intended uses and character of the surrounding properties

I would argue, in this case, that the proposal is more complementary. I don't think that the typical twinhome per code would be detrimental but building similar looking structures next to similar oftentimes are more compatible and complementary.

Kimball - You had highlighted in the table TH, is that also town homes?

Manley – Yes, townhome

Kimball - So a twinhome is a type of townhome

Manley - Our definitions table explicitly define the difference between a twinhome and townhome. A twinhome is a two-unit townhome.

Carey - The four lots at 50 feet that would be permissible in the zoning as it is now?

Manley – Yes, if you had a minimum of 192 feet between two streets and you had a 50-foot platted lot width you could yield four lots in those 50 feet. As you get less than 50 feet and your zoned R2 and you're trying to meet some of the density parameters for R2 you would see someone attempt to ask something like the proposal. Odds are you would have on one side of the street a single-family home up having on the opposite side you end up having just a bunch of fences. You end up not having complimentary infrastructure where you have a house on one side of the street and a house on the other much like Montrose, Fieldstone or anywhere else.

Ward - You mentioned infill and most of the lots north of Warner are big, is that what the target area is to infill that space there?

Manley - This code isn't necessarily to target this whole area it's for a unique circumstance. Most of the blocks are either in the form of how the older part of the city where you have two streets and wouldn't utilize this code section for majority of the city. There may be unique areas though where things occurred and would utilize this code section. You're meeting the intent of the code and you're trying to propose something equal or better than what would have otherwise been proposed. Now I do predict because 18th was vacated, we've removed multi-family as an option for the R2, it wouldn't surprise me depending on how much land is purchased there may be a unique circumstance and potentially 18th Ave. gets pushed through again. It's an awkward depth to go from an alley to an alley with no east-west road, so something unique is more likely going in whether it's a cottage home development or a mix of twin home and cottages. May be handled at time of a subdivision to.

Harrington - Another aspect of this is if that was a duplex lot would that be allowed.

Manley – Happy you brought that up because we did talk about this quite a bit and I brought it up too; once again, same to the similar area that I mentioned to the southeast you have duplexes on the exact same lot so you could do this as a duplex renter occupied on this exact same lot as it meets the minimum spacing. The irony is we would allow something with a renter, but we wouldn't allow the same product being owner-occupied it seems like a little bit of a disconnect.

Testimony:

In Favor – None
Neutral - None
In Opposition – None

Commission Comments

Kimball - As someone who may get to use this code in the future; it's great when a city or jurisdiction allows for the opportunity to have some flexibility in their code or special things like this. That can be handled administratively I think it cuts down a lot of staff time, I think it cuts down a lot of waste of having to take something like a variance to Planning Commission or City Council and I think it's a really creative way to help some infill happen and you know this is basically targeted in areas that already have been part of the city since the 50s or 60s so it targets infill I think which is a huge benefit it's one of the things that our comprehensive plan asks us to focus on. To look at infill as a priority and I think this is one of those little code changes the little, tiny tweaks in code that allows for a lot of good flexibility and I think it's a great thing.

Schlotthauer – I think it is a commonsense solution to give staff flexibility to help people when it makes sense for them and for the city.

Rest of the Commissioners agree

Motion to recommend approval to City Council by Kimball.

2nd by Steffensen

Vote Hampe – Yes; Schlotthauer – Yes; Ward – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen – Yes

Moved

5. ADMINISTRATIVE / STAFF REPORTS

- **2021 Impact Fee** – Jon Manley, Planning Manager, to present – Idaho code requires, Title 6718 of Idaho Statutes, that each year a staff report be presented to the Planning and Zoning Commission and City Council regarding the Impact Fees and their expenditures. In the staff report you see a summary of the 2021 projects, approximately \$3 million were collected in Impact Fees and about \$1.8 million of the Impact Fees were spent on roads, parks, and public safety projects in 2021.
 - **Roads** funded the highway 41 widening, Spokane and Prairie project, traffic control at Poleline and Cecil, Traffic Safety at Mullan and Cecil and the total money spent on roads for the year 2021 was about \$814,000.
 - **Parks** they spent about a million and theirs went on to some Land Acquisition, Phase 1 of the Sports Complex and Black Bay Park.
 - **Public Safety** spent about \$36,000 and they just transferred some funds and spent some money on the study that was recently adopted

Because of COVID and various reasons we hadn't gone over some of the projects in the previous year. In 2019 about \$1.1million collected with some expenditures.

- **Roads** \$49,000 was spent on the Impact Study and Spokane and Prairie.
- **Parks** spent about \$1.8million on several park projects they did in 2019.
- **Public Safety** \$184,000 that was spent 2020
- **Roads** \$98,000 was spent on Impact Fee Study, Spokane, and Prairie
- **Parks** \$1.2million was spent
- **Public Safety** \$66,000 was spent

The history shows how the fund build to get quite large over time but there's a reason with that; we saw the parks projects costing about a \$1million to \$1.8million each year because they program their projects. Roads are difficult because those projects are expensive, they

have some projects online this summer and probably next summer they're going to be spending some money so you're going to see the total amount start decreasing as those road projects start. Road construction is very expensive, and you see the balances increase over time with some expenditures and they'll drop then they build revenue and then the savings will go up. Are there any questions on the Impact Fee Report that has been presented to you, or the data within it?

Hampe - So basically on the roads then is what you're saying they're saving up to get enough money that's why they're not spending it as parks or something they're just kind of waiting until they get enough in their the coffers to then spend it.

Manley - Yeah on some expensive projects they try to do the best they can getting grants to match to expand the funds to be responsible to the taxpayers and get the most bang for their buck. They are required by state to expend funds collected within every eight years; they do look at their capital plans their projects and look at spending their money responsibly on those projects.

Kimball - So, is that eight-year time frame is why Cecil must happen this year?

Manley - I don't know if that's exactly why it must happen this year; I do know that both Bill Melvin and Rob Palus look at their capital projects and their transportation master plan with a very responsible lens.

Kimball - Okay, it's sad there's not more people here because everyone wants development to pay for development and that's exactly what this is. There's 13.7 million dollars in funds out there that have paid been paid exclusively at building permit time from people building homes and so developers and builders. This is the good and the bad right so we get a whole bunch of money but it comes later and it takes a while for us to build it up for us to build the things that the projects need to be built to deal with the mitigation and so the lag sucks because, I'll use traffic an example, because traffic has to get bad before it gets better before we can fix it and it's just nice to know that the city has been accumulating these funds and has plans to spend them so that's it.

Manley - One noticeable change will be because we had the Spokane St project, we also have the Prairie improvements on the Spokane and Prairie intersection, so you know some of the lag on that particular project was to coordinate those two so that way we can get done at once rather than having two disrupted seasons. So, a lot of times you do get your permits before you get the improvements.

Hampe - So is there then a cap on the amount of time you can only accumulate for or is it indefinite?

Manley - It's eight years.

Hampe - It is eight years, okay.

Manley - Eight years from the time you start collecting you need to expend those funds on some improvement associated with its line item for the Capital Plan.

Schlotthauer - I don't know if anybody here knows, for instance roads we have \$8million contributed from Impact Fees, but we certainly would have some channel for money to be contributed from property taxes. What is the channel and allocation there? I mean not all of the roadwork we need done is from new people coming in, right?

Manley - I'm not 100% keen on the nuances of it, I do know that growth pays for the growth improvements so our Capital Plans and our Transportation Plan we look at using Impact Fees to pay for the new infrastructure. With growth the tax collected a lot of times deals with the operation and maintenance so when we get our general funds for dealing with that, those are going to put chip seal on a road or do repairs so that's where that balance of are you growing and collecting enough and building enough tax base to pay for the long-term operation and maintenance. That's where the bigger picture comes in with zoning, city planning, the city administrator, and all the facets of the government doing planning for the city.

Schlotthauer - I'd just be curious to know how the numbers compare. So, they say the new Capital Improvement budget basically allocation versus the ongoing annual operating maintenance budget for maintaining the existing roads, any ideas?

Herrington - I don't have any anything to add there other than there will likely be information on the budgeting process, certainly those workshops and stuff would help clarify what goes where and how we allocate those resources.

Schlotthauer - That'd be interesting to see.

Davis – Yeah, I think that's a fair question and I think the city does a very good job, Jon as you had mentioned previously too, but going out and trying to secure matching funds some of the grant work and things that they do as well. That's on both sides both on the maintenance the operating side but also on the new project. So, any other questions thoughts?

Steffensen - Real quick Fire Impact Fees, I know that's not in here, but it's been going through the different cities and what not, is there any update on that you can provide?

Manley - I don't have an update on that and I'm glad you brought that up because I need to ask how we deal with the staff report in the future when we're collecting funds for an outside agency, and I don't know our current role in this aspect for that in the future. **Herrington** - I can give a little bit of an update, we are working on the draft ordinances the agency has provided us. Those ordinances it's a bit of a larger ask than we anticipated as the process involves drafting a new Title for development Impact Fees. So, we're going to do that for the Fire District and then we're going to start shuttling some of our Impact Fees into that Title so that all the Impact Fees are under their own Title. It's more of an organizational aspect process but it's taking a little bit more time than we originally anticipated; once we do get those ordinances through then we also have the agreements with the Fire District for collection. With those we will just be collect it and turn it over and it's their responsibility to manage, expend, refund all those things. Then it'll just be a matter of timing because we want to make sure that when we're updating our Impact Fees, they're updating their Impact Fees and so that we're doing everything all at the same time.

Hampe - So we would see like a line item for it then, but we wouldn't see any break down of how it was spent. Is that correct because you're saying we kind of hold it and then just send it to them.

Herrington - So we'll be collecting it on their behalf, so the city will collect it because they don't have a collection mechanism. Then we will have an intergovernmental agreement where we collect it and then turn it over to them.

Hampe - Would we see it on the Impact Fee? So, the city's collecting it would we see it on this report along with roads etc.?

Herrington - We would probably see what was collected.

Hampe - What was collected but not a breakdown of expenditures.

Herrington - I don't know, the Fire District and the EMS District may provide those to us to include them but again we are working our way through this process because it is a little tricky.

Schlotthauer - Is it a done deal?

Herrington - That's another great question because, it really needs to be county wide and so trying to get the other jurisdictions on board because you can only collect those funds and they can only be expended in your service area. So, we must be careful about how those funds are managed so that those funds that are collected in our service area go to our service area. Because the service area for the district if there's a fire station right outside of city limits it's still probably in our service area, it's just a matter of working our way through those agreements.

Davis - I think that was his nice way of saying there's a lot of moving parts we're trying to keep everybody moving at the same pace. As far as report other than informative we don't have any action item with this, correct?

Manley - I didn't think there was.

Herrington - I don't think so, there's nothing on the agenda so there is no action item because it is not labeled as an action item.

Ward - There is a list of projects, right?

Manley - For what year?

Ward - The one that had roads and it said traffic control at Cecil and Poleline, is that a future project or is it a sign they're talking about?

Manley - These are all in the past so.

Kimball – Ward, that one's a round-a-bout it's in design right now. I think that their schedule is to go out to bid in two weeks on it they're close.

Manley - Some of these expenditures are for design so sometimes the expenditure will be on the design portion of it but the construction you'll see that maybe in 2022's Impact Fee the same project listed but it would be the design cost rather than design that occurred in a previous fiscal year.

6. COMMISSION COMMENT

Hampe – Do we know anything more about the garbage?

Herrington – It is under ITD's jurisdiction and it's up to them, the other aspect might be "Adopt a Highway". However, we would have to allocate funding for that.

Ward – One gentleman has adopted the Highway: I've seen him out there with bags.

Davis – West bound; I saw bags everywhere. Another person was out there going east bound.

****more discussion with all Commissioners regarding the trash, media coverage and in the "Editor" there was an article regarding the influx of trash. ****

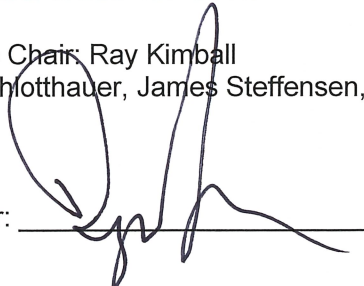
7. ADJOURNMENT 6:10 PM


Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: Ryan Davis Vice Chair: Ray Kimball
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, James Steffensen, Kevin Ward

Date: 3/23/22

Chair/V Chair: 

Attest: 

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

March 15, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

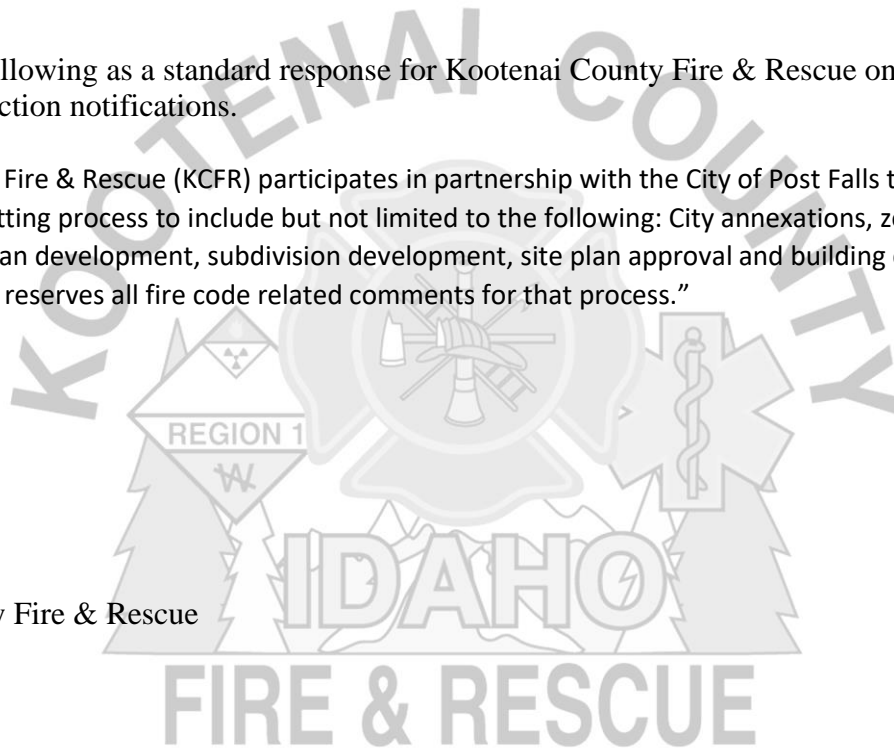
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal



CITY OF POST FALLS
AGENDA REPORT
Unfinished Business
MEETING DATE: 4/5/2022

DATE: 3/31/2022 8:50 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini

SUBJECT: WRF Tertiary Improvements; Change Order with Sletten Construction to install an alternate power supply and equipment

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the change order with Sletten Construction Company and its electrical sub-contractor Colvico, Inc., to install an alternative power feed and supporting equipment for the construction of the Tertiary Improvements at the Water Reclamation Facility.

DISCUSSION:

In June 2020, the city and J-U-B opened bids to construct the Tertiary Improvements at the Water Reclamation Facility (WRF). The city awarded the contract to Sletten Construction and work on the project commenced in September 2020. This project will construct the necessary upgrades to meet the compliance schedule outlined in the City's 2014 discharge permit.

In spring of 2021, significant cost increases in electrical equipment, specifically the sudden increase in wire prices spurred Colvico, Inc. to propose an alternate design for the primary power feed. Design iterations by the city's consultants J-U-B and AEI, resulted in operational benefits and eliminating a complicated plant-wide electrical shut down and extended operation on temporary power as part of the original bid design. Instead of a secondary feeder running across the WRF, this plan will provide a second primary feed from Avista and the necessary switchgear and backup generation. This change meets the requirements for the current and future expansions of the WRF and provides some financial relief to Sletten and Colvico, Inc. The City's design consultants, Sletten, and the city of Post Falls negotiated a change order to incorporate the electrical changes as described in the supporting documents.

The city and J-U-B Engineers are evaluating the overall impacts of this change and others to the project schedule and continue to receive updates on market conditions and impacts to the project schedule. The city anticipates an adjustment to the project completion date with Sletten Construction pending updated schedule information. A formal change would occur as a separate change order and accompany an additional services agreement with the city's design consultant, J-U-B Engineers to capture changes to the projects construction schedule.

Staff is requesting approval for the change order to install the alternate electrical power feed as outlined in the attachments. Council approval is requested in the amount of \$459,954.55 Funding for this work will come from the City's Water Reclamation Tertiary Improvements project budget, specifically from the Council approved construction contingency for the project.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Council approved the agenda items listed above.

APPROVED OR DIRECTION GIVEN:

SCADA Upgrade Agreement – 12/21/21
Tertiary Project Update – 11/16/21
Tertiary Project Update – 5/18/21
Special Inspections and Testing Agreement – 6/9/20
Amendment #3 to the Professional Services Agreement – 4/21/20
Wage Compliance Agreement – 4/7/20
Hawley Troxell Engagement Letter – 2/4/20
Tertiary Project Update, 60% Design – 7/2/19
Tertiary Project Update, 30% Workshop – 11/6/18
Membrane Equipment and UV Equipment Bid Awards – 11/6/18
Tertiary Project Financing, SRF Loan – 1/16/18
Tertiary Project Workshop – 3/6/18
Water Reclamation Facility Design Contract with J-U-B – 3/6/18
Pilot Project Results – 1/2/18
Pilot Project Update, Sole Source Procurement – 4/4/17
Agreement for Membrane Pilot Study Electrician Services – 1/3/17
Tertiary Pilot Enclosure – 11/1/16
Tertiary Membrane Pilot Testing, Agreement with J-U-B – 6/20/16

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$459,954.55

BUDGET CODE:

651-463.3213.90015

Change Order

No. 036

Date of Issuance: 3/28/2022

Effective Date: 3/28/2022

| | | |
|---|---------------------------|-----------------------------------|
| Project: WRF Tertiary Treatment Improvements | Owner: City of Post Falls | Owner's Contract No.: |
| Contract: WRF Tertiary Treatment Improvements | | Date of Contract: August 13, 2020 |
| Contractor: Sletten Construction Companies | | Engineer's Project No.: 20-18-024 |

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Modify the power feed to the facility as described in Change Proposal Request (CPR) 024 and CPR-024 Addendum No. 1. This Change Order is executed per General Conditions section 12.01.B.3.

Attachments (list documents supporting change):

- Sletten's Cost Proposal dated 03/28/2022.
- CPR-024
- CPR-024 Addendum No. 1

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$36,645,000.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 035:

\$198,096.73

Contract Price prior to this Change Order:

\$36,843,096.73

[Increase] [~~Decrease~~] of this Change Order:

\$459,954.55

Contract Price incorporating this Change Order:

\$37,303,051.28

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 750_____

Ready for final payment (days or date): 780_____

[Increase] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 035:

Substantial completion (days): 20_____

Ready for final payment (days): 20_____

Contract Times prior to this Change Order:

Substantial completion (days ~~or date~~): 770_____

Ready for final payment (days ~~or date~~): 800_____

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days ~~or date~~): 0 To Be Determined

Ready for final payment (days ~~or date~~): 0 To Be Determined

Contract Times with all approved Change Orders:

Substantial completion (days ~~or date~~): 770_____

Ready for final payment (days ~~or date~~): 800_____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: R. Michael Conn

By: _____

By: _____

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Name: R. Michael Conn

Name: _____

Name: Kyle Blunn

Print Name

Print Name

Print Name

Date: 3/28/22

Date: _____

Date: 3/29/2022

Approved by Funding Agency (if applicable):

Date: _____

Change Order Instructions

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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



03/28/2022

Michael Conn
JUB Engineers, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815

Re: City of Post Falls, Idaho
WRF Tertiary Treatment Improvements

Subject: CPR-024.04 – Primary Power Service Feed and Reroute

Mike,

Attached you will find the proposal and relevant breakdown of costs and credits necessary to incorporate the work as described in CPR-024 and the subsequent return comments from JUB dated 2/2/2022 as well as the comments from meetings on 3/8/2022, 3/11/2022, 3/15/2022, and 3/17/2022. The proposal as described below can be performed for a total of **\$459,954.55**.

All fees and charges, if any, from Avista are not included and will be by the owner.

The comments from the meetings described above will be addressed below.

- 1) All materials pertaining to CPR-024: The Generators and Eaton Distribution Panel are subject to a price change 45 days after 2/17/2022. Colvico has carried a contingency for an additional contingency on the Cat supplied package to bring this to a total of 60 days after 2/17/2022. If this material is released prior to 45 days a credit will be provided for this line item. After this date the increase could be up to 19%. All other material for CPR-024 will remain unchanged for 90 days from 2/17/2022. Pricing for all Work associated with this change order shall be locked upon execution of the change order by the City.
- 2) This change includes \$95,000.00 to address escalation. This lump sum will be paid proportional to the progress payments for work associated with this CPR.
- 3) This change order reflects the final resolution of all claims for cost escalation of materials costs related to the Work subcontracted to the Electrical Subcontractor, Colvico (Division 16 Electrical Work) caused by any disruptions to the supply chain.
- 4) Sletten's critical path schedule is being impacted primarily by the delivery of the electrical Motor Control Centers which power the project. The MCCs have been delayed due to supply chain interruptions related to the COVID-19 pandemic. In addition, the generators associated with CPR-024 may have a delayed delivery date. Until finalization

of the impacts associated with the delivery of the MCCs, and the generators included with CPR-024, the impacts to the overall project schedule are not quantifiable. As a result, this Change Order does not include an adjustment to the contract days but formalizes the Owner's intent to negotiate time adjustments with the Contractor to account for schedule delays attributable to CPR-024 and the MCCs once a confirmation of a shipping date for the generators and equipment is known.

- 5) Currently the ATS has a lead time of 18 weeks.
- 6) Generator pricing has been confirmed to be good at the time of order, prior to release for submittal, fabrication, etc.

The attachments necessary to fully cover of the scope of the request are listed below. We have done our best to highlight line items that have been adjusted in an effort to ease the review of this CPR revision.

These are as follows.

- Sletten Cost Summary
- Sletten Cost Breakdown
- Colvico Added Cost to CPR-024 Proposal
- Colvico Utility Building #2 to Membrane Building Feeder Credit
- Colvico VE Credit Copper to Aluminum Membrane Building to MCC UV
- Colvico VE Credit Copper to Aluminum Membrane to P-TC1
- Western States Cat Proposal Quote 30974959 R7
- Wesco Commodity Sheet 3/4/2022

The proposed value engineering would allow the city to expand for future growth without having to expose them to shut-downs and further modification to the UB-2 structure and utilities in the near area.

If you have any questions, please feel free to contact me at 406-836-0140.

Thank You,



Kyle Blunn
Project Manager
Sletten Construction

ESTIMATE SUMMARY

Project:

Sletten Construction Company
Post Falls Water Reclamation Facility
Tertiary Treatment Improvements

Subject:

CPR-024.04

3/28/2021

Change Description: Primary Power Feed Routing

CONTRACTORS SUMMARY:

| | | Sletten | Subcontract | Total |
|--------------------------|---|-------------|----------------|----------------|
| TESTING | Allwest | | | \$0.00 |
| EARTHWORK | Sletten Construction Company | \$23,490.45 | | \$23,490.45 |
| YARD PIPING | Sletten Construction Company | | | \$0.00 |
| ASPHALT | CDA Paving | | \$12,800.00 | \$12,800.00 |
| FENCING | Idaho Fence | | | \$0.00 |
| PLANTING | Sletten Construction Company | \$1,856.25 | | \$1,856.25 |
| REBAR | Harris Rebar Columbia Basin | \$1,254.00 | \$4,953.00 | \$6,207.00 |
| CONCRETE | Sletten Construction Company | \$25,470.18 | | \$25,470.18 |
| MASONRY | T&R Masonry | | | \$0.00 |
| STR. & MISC. STEEL | Sletten Construction Company | | | \$0.00 |
| CARPENTRY | Sletten Construction Company | | | \$0.00 |
| ROOFING | Ark Commercial Roofing | | | \$0.00 |
| DOORS, FRAMES & HW | Sletten Construction Company | | | \$0.00 |
| OVERHEAD DOORS | Sletten Construction Company | | | \$0.00 |
| ALUMINUM FRAMED WINDOWS | Modern Glass | | | \$0.00 |
| DRYWALL AND INSULATION | Sletten Construction Company | | | \$0.00 |
| ACOUSTICAL CEILINGS | Sletten Construction Company | | | \$0.00 |
| RESILIENT FLOORING | Sletten Construction Company | | | \$0.00 |
| HIGH PERFORMANCE COATING | Extreme Coatings | | | \$0.00 |
| PAINTING | Extreme Coatings | | | \$0.00 |
| SPECIALTIES | Sletten Construction Company | | | \$0.00 |
| EQUIPMENT | Sletten Construction Company | | | \$0.00 |
| FURNISHINGS | Sletten Construction Company | | | \$0.00 |
| SPECIAL CONSTRUCTION | Sletten Construction Company | | | \$0.00 |
| CONVEYING SYSTEMS | Sletten Construction Company | | | \$0.00 |
| PROCESS PIPING | Sletten Construction Company | | | \$0.00 |
| PLUMBING | TRM Services | | | \$0.00 |
| HVAC | TRM Services | | | \$0.00 |
| ELECTRICAL | Colvico, Inc. - CPR-024 Adds | | \$727,261.08 | \$727,261.08 |
| ELECTRICAL | Colvico, Inc. - Feeder Deletion | | (\$445,884.02) | (\$445,884.02) |
| ELECTRICAL | Colvico, Inc. - Copper to AI Substitution | | (\$2,496.46) | (\$2,496.46) |
| ELECTRICAL | Colvico, Inc. - CO-014 | | (\$14,267.60) | (\$14,267.60) |
| ELECTRICAL | Colvico, Inc. - Escalation | | \$95,000.00 | \$95,000.00 |
| | | | | \$0.00 |
| | SUBTOTAL | \$52,070.88 | \$377,366.00 | \$429,436.88 |

Contract Adjustment

| | | | | |
|------------------------------------|--------|------------------|-------------|--------------|
| Contractor Fee on Sletten Work | 15.00% | \$7,810.63 | | \$7,810.63 |
| Contractor Fee on Subcontract Work | 5.00% | Excl. Escalation | \$14,118.30 | \$14,118.30 |
| | | | | \$451,365.81 |
| SUBTOTAL | | | | \$451,365.81 |
| Liability Insurance | 1.00% | | | \$4,294.37 |
| Bond Premium | 1.00% | | | \$4,294.37 |
| TOTAL | | | | \$459,954.55 |

Sletten Construction Company Cost Estimate Pricing Worksheet

Reference:

Change Description: CPR-024 Primary Power Feed

Labor

| Description: | Rate | Qty. / Hours | Total | Extended |
|--|--------|--------------|----------|-----------|
| Site Demo, Excavation, Grade, Backfill, Topsoil Placement | | | 0.00 | 0.00 |
| Operator | 57.38 | 145 | 8,320.10 | 8,320.10 |
| Concrete Pad, Bollards, Light Pole Base | | | 0.00 | 0.00 |
| Carp | 52.68 | 120 | 6,321.60 | 6,321.60 |
| LAB | 36.06 | 60 | 2,163.60 | 2,163.60 |
| Carp Foreman | 79.49 | 60 | 4,769.40 | 4,769.40 |
| Super | 100.66 | 10 | 1,006.60 | 1,006.60 |
| | | | | 0.00 |
| | | | 0.00 | 0.00 |
| Labor Total | | | | 22,581.30 |

Materials

| Description: | Qty | Unit | Cost | Extended |
|--|--------|------|----------|-----------|
| Bollards - AIS Compliant | 4.00 | EA | 1,000.00 | 4,000.00 |
| Aggregate Under Paving | 77.00 | CY | 19.10 | 1,470.70 |
| Gravel Surfacing | 53.00 | CY | 19.10 | 1,012.30 |
| Topsoil | 33.00 | CY | Reuse | Reuse |
| Waste Unused Exc Material Onsite | 65.00 | CY | 3.00 | 195.00 |
| Structural Fill Under Pad | 113.00 | CY | 19.10 | 2,158.30 |
| Reinforcing for Concrete Pad | 1.27 | TNS | 1,900.00 | 2,413.00 |
| Reinforcing for Elec. DB - Elec to install | 0.66 | TNS | 1,900.00 | 1,254.00 |
| Concrete for Pad, Bollards, Pole Base | 71.00 | CY | 95.00 | 6,745.00 |
| Sealants | 25.00 | LF | 3.50 | 87.50 |
| | | LS | | 0.00 |
| | | LS | | 0.00 |
| Materials Total | | | | 19,335.80 |

Equipment

| Description: Site Demo, Excavation, Grade, Backfill | Qty | Unit | Cost | Extended |
|---|-------|------|--------|----------|
| RT Fork | 5.00 | HR | 114.13 | 570.65 |
| Loader | 40.00 | HR | 82.86 | 3,314.40 |
| Excavator | 10.00 | HR | 117.04 | 1,170.40 |
| Skid Steer | 10.00 | HR | 50.14 | 501.40 |
| Roller | 20.00 | HR | 47.59 | 951.80 |
| Dump Truck | 40.00 | HR | 55.93 | 2,237.20 |
| Water Truck | 20.00 | HR | 54.41 | 1,088.20 |
| Equipment Total | | | | 9,834.05 |

Other

| Description: | Qty | Unit | Cost | Extended |
|--|----------|------|----------|-----------|
| Dump Fees | 58.00 | TNS | 8.62 | 500.00 |
| Paving | 64.00 | TNS | 200.00 | 12,800.00 |
| Reinforcing Install | 1.27 | TNS | 2,000.00 | 2,540.00 |
| Procurement / Coordination / As-Builts | 4.00 | HR | 94.12 | 376.48 |
| Irrigation System Repair/Replace | 1,485.00 | SF | 0.70 | 1,039.50 |
| Seeding | 1,485.00 | SF | 0.55 | 816.75 |
| Other Total | | | | 18,072.73 |

TOTAL

\$69,823.88

1/7/2022 REV 3/8/2022



POST FALLS WRF

ADDED COST TO CPR 024 CREDIT PROPOSAL
EXCLUDING THE AVISTA WORK

| Line # | MATERIAL | QUANTITY | UNIT | PRICE | TOTAL | LABOR UNIT | LABOR TOTAL | TAXABLE |
|--------|---|----------|------|---------------|---------------|------------|-------------|--------------|
| 1 | TRENCHING | 400 | FT | \$ 12.00 | \$ 4,800.00 | 0 | 0 | |
| 2 | GENERATOR COST 400KW | 2 | EA | \$ 163,241.50 | \$ 326,483.00 | 80 | 160 | * |
| 2.5 | CAT CONTINGENCY FOR AN ADDITIONAL 15 DAYS | 1 | LS | \$ 16,482.00 | \$ 16,482.00 | 0 | 0 | * |
| 3 | EQUIPMENT RACK AND GFCI | 1 | LS | \$ 300.00 | \$ 300.00 | 5 | 5 | * |
| 4 | 6'X6'X7' CONCRETE VAULT | 1 | EA | \$ 9,500.00 | \$ 9,500.00 | 20 | 20 | * |
| 5 | 4'X4'X4' CONCRETE VAULT | 1 | EA | \$ 2,800.00 | \$ 2,800.00 | 10 | 10 | * |
| 6 | 4" RIGID 90s | 6 | EA | \$ 68.00 | \$ 408.00 | 0.5 | 3 | * |
| 7 | 2" RIGID 90s | 2 | EA | \$ 38.00 | \$ 76.00 | 0.3 | 0.6 | * |
| 8 | 1 1/2" RIGID 90s LR | 4 | EA | \$ 24.00 | \$ 96.00 | 0.2 | 0.8 | * |
| 9 | GROUND BUSHINGS 4" | 6 | EA | \$ 30.00 | \$ 180.00 | 0.3 | 1.8 | * |
| 10 | GROUND BUSHING 2" | 2 | EA | \$ 18.00 | \$ 36.00 | 0.2 | 0.4 | * |
| 11 | GROUND BUSHING 1 1/2" | 4 | EA | \$ 5.00 | \$ 20.00 | 0.2 | 0.8 | * |
| 12 | DOUBLE ARM STREET LIGHT | 1 | EA | \$ 1,200.00 | \$ 1,200.00 | 6 | 6 | * |
| 13 | LIGHT BASE 2'x4' | 1 | EA | \$ 325.00 | \$ 325.00 | 5 | 5 | * |
| 14 | LED HEADS | 2 | EA | \$ 425.00 | \$ 850.00 | 1 | 2 | * |
| 15 | CONCRETE FOR DUCT BANK | 50 | YD | \$ 90.00 | \$ 4,500.00 | 0.3 | 15 | * |
| 16 | LUGS (1MIL) PADDLE | 24 | EA | \$ 28.00 | \$ 672.00 | 0.5 | 12 | * |
| 17 | 2000 AMP DISTRIBUTION PANEL ADDED COST | 1 | LS | \$ 30,035.00 | \$ 30,035.00 | 30 | 30 | * |
| 18 | #8 THHN | 400 | FT | \$ 0.55 | \$ 220.00 | 0.006 | 2.4 | * |
| 19 | #6 THHN | 250 | FT | \$ 0.86 | \$ 215.00 | 0.006 | 1.5 | * |
| 20 | #10 THHN | 250 | FT | \$ 0.31 | \$ 77.50 | 0.004 | 1 | * |
| 21 | #12 THHN | 250 | FT | \$ 0.21 | \$ 52.50 | 0.004 | 1 | * |
| 22 | #14 THHN | 250 | FT | \$ 0.14 | \$ 35.00 | 0.004 | 1 | * |
| 23 | 1000MCM XHHW ALUMINUM | 7000 | FT | \$ 8.30 | \$ 58,100.00 | 0.038 | 266 | * |
| 24 | 4/0 BARE COPPER GROUND | 150 | FT | \$ 4.53 | \$ 679.50 | 0.01 | 1.5 | * |
| 25 | 4/0 XHHW -ALUMINUM | 1750 | FT | \$ 1.69 | \$ 2,957.50 | 0.014 | 24.5 | * |
| 26 | 1/0 XHHW -ALUMINUM | 150 | FT | \$ 1.04 | \$ 156.00 | 0.012 | 1.8 | * |
| 27 | 4"X2" CHAIRS | 250 | EA | \$ 0.80 | \$ 200.00 | 0.02 | 5 | * |
| 28 | RE-BAR | 1200 | LS | | \$ - | 0.02 | 24 | SLETTEN MATL |
| 29 | 3/4" GROUND RODS | 8 | FT | \$ 34.00 | \$ 272.00 | 0.5 | 4 | * |
| 30 | GROUND WELLS | 4 | EA | \$ 45.00 | \$ 180.00 | 0.5 | 2 | * |
| 31 | GROUND CLAMPS | 16 | EA | \$ 1.50 | \$ 24.00 | 0.09 | 1.44 | * |
| 32 | 1 1/2" PVC SCHED 40 | 150 | FT | \$ 2.78 | \$ 417.00 | 0.02 | 3 | * |
| 33 | 2" PVC SCHED 40 | 500 | FT | \$ 3.42 | \$ 1,710.00 | 0.02 | 10 | * |
| 34 | 4" PVC SCHED 40 | 1850 | FT | \$ 9.35 | \$ 17,297.50 | 0.04 | 74 | * |
| 35 | 4" BELLS | 24 | EA | \$ 2.30 | \$ 55.20 | 0.1 | 2.4 | * |
| 36 | 1 1/2" BELLS | 18 | EA | \$ 0.90 | \$ 16.20 | 0.1 | 1.8 | * |
| 37 | 2" BELLS | 15 | EA | \$ 1.20 | \$ 18.00 | 0.1 | 1.5 | * |
| 38 | PVC 1 1/2" 90S SCHED 40 | 8 | EA | \$ 2.30 | \$ 18.40 | 0.2 | 1.6 | * |
| 39 | 4" PVC 90s SCHED 40 | 6 | EA | \$ 4.30 | \$ 25.80 | 0.3 | 1.8 | * |
| 40 | AVISTA METER PACK & BASE | 1 | LS | \$ 350.00 | \$ 350.00 | 3 | 3 | * |
| 41 | TESTING/TRAINING | 1 | LS | \$ - | \$ - | 4 | 4 | * |
| 42 | FIBER 6/P | 200 | FT | \$ 0.75 | \$ 150.00 | 0.08 | 16 | * |
| 43 | TEST AND TERMINATE FIBER | 1 | LS | \$ 1,100.00 | \$ 1,100.00 | 0 | 0 | |
| 44 | | | | | | | | |
| 45 | 350KW GENERATOR | 0 | EA | \$ 94,000.00 | \$ - | 80 | 0 | * |
| 46 | FUEL AND STARTUP FUEL | 1440 | GAL | \$ 4.00 | \$ 5,760.00 | 0 | 0 | * |
| 47 | CONCRETE PAD GENERATOR | 0 | EA | \$ 4,500.00 | \$ - | 56 | 0 | * |
| 48 | CONCRETE PAD 1000KVA TRANSFORMER | 0 | EA | \$ 2,600.00 | \$ - | 32 | 0 | * |
| 49 | AVISTA METER CAN | 1 | LS | \$ 295.00 | \$ 295.00 | 4 | 4 | * |
| 50 | AVISTA METER CAN RACK | 1 | LS | \$ 365.00 | \$ 365.00 | 4 | 4 | * |
| 51 | 2000A TRANSFER SWITCH - SERVICE RATED | 1 | EA | IN CAT ABOVE | | 60 | 60 | * |

| | | | | | | | | |
|----|------------------------------|------|----|-------------|--------------|-------|-------|---|
| 52 | NETA TESTING | 1 | LS | \$ 5,500.00 | \$ 5,500.00 | 8 | 8 | |
| 53 | GENERATOR TESTING & TRAINING | 1 | LS | \$ - | \$ - | 20 | 20 | |
| 54 | 4" PVC | 550 | FT | \$ 9.35 | \$ 5,142.50 | 0.055 | 30.25 | * |
| 55 | 4" PVC 90 | 18 | EA | \$ 54.00 | \$ 972.00 | 0.75 | 13.5 | * |
| 56 | 4" COUPLINGS | 36 | EA | \$ 6.00 | \$ 216.00 | 0.1 | 3.6 | * |
| 57 | 4" TA / LN / PB | 18 | EA | \$ 12.00 | \$ 216.00 | 0.1 | 1.8 | * |
| 58 | 2" PVC | 160 | FT | \$ 3.42 | \$ 547.20 | 0.036 | 5.76 | * |
| 59 | 2" PVC 90 | 8 | EA | \$ 12.75 | \$ 102.00 | 0.35 | 2.8 | * |
| 60 | 2" PVC COUP | 16 | EA | \$ 2.00 | \$ 32.00 | 0.05 | 0.8 | * |
| 61 | 2" TA/LN/PB | 8 | EA | \$ 3.00 | \$ 24.00 | 0.1 | 0.8 | * |
| 62 | 4/0 GROUND WIRE | 220 | FT | \$ 6.06 | \$ 1,333.20 | 0.024 | 5.28 | * |
| 63 | GROUND RODS | 6 | EA | \$ 25.00 | \$ 150.00 | 1 | 6 | * |
| 64 | CAD WELDS | 10 | EA | \$ 9.00 | \$ 90.00 | 0.5 | 5 | * |
| 65 | 1000MCM ALLUM | 2200 | FT | \$ 8.29 | \$ 18,238.00 | 0.055 | 121 | * |
| 66 | 350MCM ALUM | 960 | FT | \$ 2.91 | \$ 2,793.60 | 0.029 | 27.84 | * |
| 67 | 1/0 ALUM | 240 | FT | \$ 1.04 | \$ 249.60 | 0.012 | 2.88 | * |
| 68 | 1000 MCM LUGS | 40 | EA | \$ 55.00 | \$ 2,200.00 | 0.3 | 12 | * |
| 69 | 350 MCM LUGS | 32 | EA | \$ 38.00 | \$ 1,216.00 | 0.25 | 8 | * |
| 70 | 3/0 LUGS | 8 | EA | \$ 27.00 | \$ 216.00 | 0.2 | 1.6 | * |

NOTES

PRICE DOES NOT INCLUDE

AVISTA FEES IF ANY
 ASPHALT CUT/ REMOVAL / AND PATCH
 CONCRETE PADS FOR GENERATOR AND BOLLARDS
 REBAR PROVIDED BY SCC INSTALLED BY COLVICO

| | | | | |
|-----------------|----------------------|-----|----------|------------------|
| Material Total | \$ 528,748.20 | | 1073.55 | Labor Hour Total |
| Labor total | \$ 71,927.85 | | \$ 67.00 | Labor rate |
| Tax On Material | \$ 31,724.89 | 6% | | |
| Sub total | \$ 632,400.94 | | | |
| Margin | \$ 94,860.14 | 15% | | |
| Total | \$ 727,261.08 | | | |

POST FALLS WRF
Valued Engineering
UTILITY BLDG #2 TO MEMBRANE
BUILDING FEEDER
 REVISED 3/8/2022

CREDIT

| Line # | Material | Quan | | Price | Total | Labor unit | Labor Total |
|--------|-------------------------------------|--------|------|--------------|-----------------|------------|-------------|
| 1 | VAULT WORK AND PULL STRING | 1 | LS | \$ - | \$ - | -60 | -60 |
| 1.5 | DUCTBANK CONCRETE | -16 | CY | \$ 90.00 | \$ (1,440.00) | N/A | |
| 2 | 600MCM THHN | -2400 | FT | \$ 7.10 | \$ (17,040.00) | 0.02 | -48 |
| 3 | PVC 4" SCH. 40 | -2070 | FT | \$ 1.60 | \$ (3,312.00) | 0.047 | -97.29 |
| 4 | ADDITIONAL PVC 4" SCH. 40 | -4000 | FT | \$ 1.60 | \$ (6,400.00) | 0.047 | -188 |
| 5 | 750MCM THHN WIRE | -21120 | FT | \$ 10.20 | \$ (215,424.00) | 0.004 | -84.48 |
| 6 | ADDITIONAL 750MCM THHN WIRE | -3000 | FT | \$ 10.20 | \$ (30,600.00) | 0.004 | -12 |
| 7 | 250MCM THHN WIRE | -5280 | FT | \$ 2.90 | \$ (15,312.00) | 0.01 | -52.8 |
| 8 | 4/0 BARE CU WIRE | -345 | FT | \$ 2.45 | \$ (845.25) | 0.018 | -6.21 |
| 9 | 2000 AMP BREAKER / CABINET /BUCKETS | -1 | EA | \$ 31,835.00 | \$ (31,835.00) | 60 | -60 |
| 9.5 | OUTAGE WORK | -3 | DAYS | NA | | 10 | -30 |
| 10 | RIGID CONDUIT 4" | -50 | FT | \$ 17.50 | \$ (875.00) | 0.165 | -8.25 |
| 11 | 4" RIGID STRAPS | -12 | EA | \$ 4.00 | \$ (48.00) | 0.1 | -1.2 |
| 12 | S.S.STRUT | -30 | FT | \$ 16.50 | \$ (495.00) | 0.2 | -6 |
| 13 | FUEL & TIME FOR OUTAGES | 1 | LS | \$ (800.00) | \$ (800.00) | 0 | 0 |

| | | | | |
|----------------|------------------------|-----|----------|-------------|
| Material Total | \$ (324,426.25) | | -654.23 | Labor total |
| Material Tax | \$ (19,465.58) | 6% | \$ 67.00 | Labor rate |
| Labor total | \$ (43,833.41) | | | |
| Sub total | \$ (387,725.24) | | | |
| margin | \$ (58,158.79) | 15% | | |
| Total | \$ (445,884.02) | | | |

PROPOSED CHANGE
CREDIT COPPER FEEDER

MEMBRANE BLDG TO MCC UV

REVISED 3/8/2022

| Line # | MATERIAL | QUAN. | | PRICE | TOTAL | LABOR UNIT | LABOR TOTAL |
|--------|------------------------|-------|----|----------|----------------|------------|-------------|
| 1 | 600 MCM THHN CU. | -4320 | FT | \$ 7.10 | \$ (30,672.00) | 0.04 | -172.8 |
| 2 | 1/0 THHN CU. | -1080 | FT | \$ 1.25 | \$ (1,350.00) | 0.012 | -12.96 |
| 3 | 500 MCM AL XHHW | 6480 | FT | \$ 3.70 | \$ 23,976.00 | 0.032 | 207.36 |
| 4 | 3/0 AL XHHW | 1620 | FT | \$ 1.52 | \$ 2,462.40 | 0.016 | 25.92 |
| 5 | 500 MCM CU TAIL HYPLUG | 24 | EA | \$ 45.00 | \$ 1,080.00 | 0.2 | 4.8 |
| 6 | 3/0 CU TAIL HYPLUG | 6 | EA | \$ 26.00 | \$ 156.00 | 0.1 | 0.6 |

| | | | | |
|----------------|----------------------|-----|----------|-------------|
| Material Total | \$ (4,347.60) | | 52.92 | Labor total |
| Material Tax | \$ (260.86) | 6% | \$ 67.00 | Labor rate |
| Labor total | \$ 3,545.64 | | | |
| Sub total | \$ (1,062.82) | | | |
| margin | \$ (159.42) | 15% | | |
| Total | \$ (1,222.24) | | | |

PROPOSED CHANGE
CREDIT COPPER FEEDER
MEMBRANE BLDG TO P-TC1
 REVISED 3/8/2022

| Line # | MATERIAL | QUAN. | | PRICE | TOTAL | LABOR UNIT | LABOR TOTAL |
|--------|------------------------|-------|----|----------|---------------|------------|-------------|
| 1 | 350 MCM THHN CU. | -2052 | FT | \$ 4.25 | \$ (8,721.00) | 0.04 | -82.08 |
| 2 | #1 THHN CU. | -520 | FT | \$ 1.10 | \$ (572.00) | 0.012 | -6.24 |
| 3 | 500 MCM L XHHW AL | 2052 | FT | \$ 3.70 | \$ 7,592.40 | 0.028 | 57.456 |
| 4 | 2/0 XHHW AL | 520 | FT | \$ 1.22 | \$ 634.40 | 0.012 | 6.24 |
| 5 | 500 MCM CU TAIL HYPLUG | 24 | EA | \$ 45.00 | \$ 1,080.00 | 0.2 | 4.8 |
| 6 | 2/0 CU TAIL HYPLUG | 6 | EA | \$ 26.00 | \$ 156.00 | 0.1 | 0.6 |

| | | | | |
|----------------|----------------------|-----|----------|-------------|
| Material Total | \$ 169.80 | | -19.224 | Labor total |
| Material Tax | \$ 10.19 | 6% | \$ 67.00 | Labor rate |
| Labor total | \$ (1,288.01) | | | |
| Sub total | \$ (1,108.02) | | | |
| margin | \$ (166.20) | 15% | | |
| Total | \$ (1,274.22) | | | |



Proposal

Project: City of Post Falls WWTP

Date: 02/17/2022

Quote: 30974959 R7

Attn: Jim Dragoo

Valid: 45 days

From: Brant Briody

Hello Jim,

I am re quoting this project per the "CPR-024" specifications and plans that you provided. There are a few inconsistencies between the specs and plans so please carefully review the bill of materials below.

Pair of 400kW with accessories:

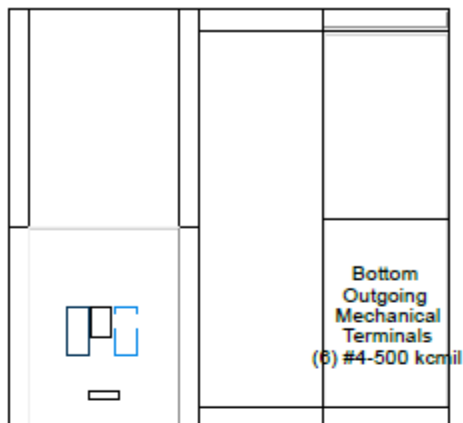
\$326,483

- 2ea CAT C13 400kW 480V generators, diesel fueled, weather protective sound attenuating enclosures, 680 gallon base tanks, on-board paralleling capability with CAT EMCP 4.4 control panels, electrically operated 800A LSI breakers (one per gen), AREP (PMG) excitation, gen running and common alarm relays, block heaters, 10A battery chargers, 24V battery sets, remote e-stop buttons, alternator end anti-condensation space heaters, IBC seismic certification, 5 year Caterpillar Platinum Plus warranty with rental reimbursement, 1 year preventative maintenance contract, spare parts, 1 set of basic stairs/platforms per generator
- 1ea EMCP Master control panel, giving a common HMI that can be used to control both engine generators, shipped loose.
- Also includes 1ea CAT 2000A ATS, NEMA 3R enclosed with heater, Service Entrance rated including utility main breaker, dual draw-out BYPASS ISOLATION configuration on ATS contactors, 3 switched poles with solid neutral, 277/480V, CLOSED TRANSITION, auto inhibit disconnect switch, aux contacts for source availability.

Eaton Switchboard:

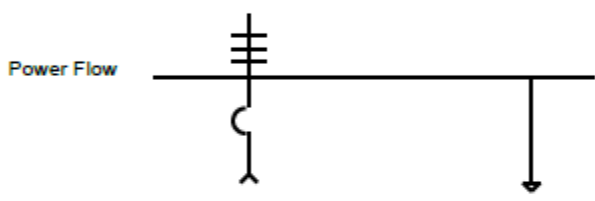
\$30,035

See attached and snip below for proposed layout



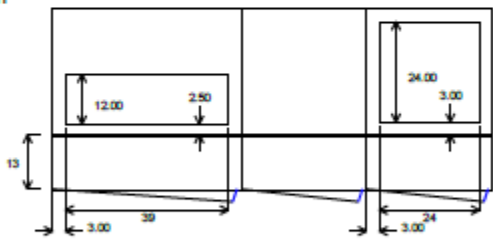
Front View

| | | | | | | |
|--------|----|---|----|---|----|---|
| Struct | 1 | * | 2 | * | 3 | * |
| Depth | 30 | | 30 | | 30 | |
| Width | 45 | | 30 | | 30 | |



Power Flow

Floor Plan^{Rear}



Total of 3 Structures, Total Weight of 2156 Weight-Lbs. with Front Hing
 Total of 3 Structures, Total Width of 105 inches with Front Hing

| Structure | 1 | 2 | 3 | |
|-------------------|-------|-------|-------|--|
| Ship-Inches | 45.00 | 30.00 | 30.00 | |
| Ship-MM | 1143 | 762 | 762 | |
| Wdth-Inches | 45.00 | 30.00 | 30.00 | |
| Wdth-MM | 1143 | 762 | 762 | |
| Depth(Inner)-In. | 30.00 | 30.00 | 30.00 | |
| Depth(Inner)-MM | 762 | 762 | 762 | |
| Depth(Outer)-In. | 43.00 | 43.00 | 43.00 | |
| Depth(Outer)-MM | 1092 | 1092 | 1092 | |
| Height-Inches | 90.00 | 90.00 | 90.00 | |
| Height-MM | 2286 | 2286 | 2286 | |
| Weight-Lbs.(Est.) | 952 | 590 | 614 | |
| Weight-Kg.(Est.) | 431 | 267 | 278 | |

The information on this document is

PREPARED BY

DATE

Prices include freight direct from factory to first destination. Also includes on-site start up. Excludes taxes, permits, off loading, fuel, installation

Included:

Startup: PS-Specialist
Maintenance Program: 1 year
Spare parts kit: Yes
Warranty Genset: 60 month
Warranty ATS: 24 month

Freight: Included to first destination
Site Load test: Resistive 4 hr
Factory Test: 100% load
Owner training: Yes

Not included:

Installation
Taxes / Permits of any kind / Any engineering
Coordination Studies
Any fuel or fuel piping

Offloading at jobsite
Anchors and anchor calculations
Third party testing

Notes and clarifications:

Lead time on generators is currently ~ 12 months. The ATS and the Switchboard are ~ 18 weeks

Terms:

100% of payment is required prior to startup and testing on the jobsite.
Payment terms are in accordance with WSECO Standard terms upon approved account.
No retainer is allowed unless specifically agreed to in writing prior to order placement.
Cancellation charges minimum of 25% once released. No return on manual transfer switches.
No Liquidated Damages of any type, unless specifically agreed to in writing prior to order.

Thank you for the opportunity to quote quality Caterpillar products and services. Please let me know how we can be of assistance.

Sincerely,

Accepted By:

Brant Briody
Power System Sales
Spokane: 509-535-1744
Missoula: 406-721-4050
Kalispell: 406-752-3030
Pasco: 509-547-9541
Lewiston: 208-746-3301

Signature:

Printed Name:

Company:

1. **METHODS OF ACCEPTANCE and TERMS OF AGREEMENT:** This Machine Sales Order ("MSO") is an offer for the sale of the equipment and attachments described on the face hereof (referred to herein generally as "equipment" and "goods" interchangeably) to Customer under the terms and conditions specified herein. This offer may be accepted by (1) the execution of this MSO by a representative of Customer or (2) Customer's verbal or written authorization or conduct consistent with prior course of dealing between the parts authorizing WSECO to take action to fulfill this order, or (3) the commencement of manufacture or shipment of the goods or services specified in this Order, whichever of the foregoing first occurs. **Acceptance of this**

- offer is limited to the express terms stated in this Order.** Any proposal in Buyer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms or any attempt by Customer to vary in any degree any of the terms of this offer is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services, but shall be deemed a material alteration of this Order and this offer shall be deemed accepted by Seller without said additional or different terms. Once accepted, this Order shall constitute the entire agreement between WSECO and Customer with regard to the good and services specified in this Order, and exclusively determines the rights and obligations of the parties, prior course of dealing, customer, usage of trade or course of performance notwithstanding. WSECO is not bound by any representation or agreements, express or implied, oral or otherwise, which are not stated within this agreement or contained in a separate writing supplementing this agreement and signed by authorized agents of both WSECO and Customer.
2. **TIME OF DELIVERY and SHIPPING.** Orders for equipment are processed in the order of their acceptance by WSECO and WSECO will use its reasonable efforts to deliver the equipment to You on the scheduled delivery date on the face hereof. However, shipping and delivery dates are acknowledged to be estimates only and dependent upon many factors outside of WSECO's control including, but not limited to, the manufacturer's production schedule, material and labor shortages, shipping delays and various other unrelated factors. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment, unless stated on the face of this order to the contrary. You are responsible for all freight, shipping, loading and unloading costs.
 3. To secure Customer's obligations under this agreement and to secure all of Customer's present or future debts, obligations or liabilities of whatever nature to WSECO, Customer grants to WSECO a security interest in the goods described on the reverse side hereof, together with any attachments or accessions thereto and proceeds from the sale or lease thereof. Customer agrees to deliver to WSECO, properly executed, any certificate of title or other document or instrument required by WSECO to perfect WSECO's security interest as created in this paragraph. Customer also authorizes WSECO to file financing statement(s) with respect to the security interest granted herein.
 4. Risk of loss of the goods shall pass to Customer as soon as the goods are properly loaded on the carrier. WSECO's responsibility for shipment ceases upon delivery of the goods to a transportation company. Customer shall carry such fire and other insurance as necessary to protect its interest and the interest of WSECO. Any claim by Customer for shortage in shipment shall be made within fifteen (15) days after receipt of the shipment. It is specifically agreed that the risk of loss shall not be altered by the fact that the conduct of either party hereto may constitute a default or breach. The shortage in shipment notice must be in writing within fifteen (15) days and further, short age in shipment is not deemed to constitute a nonconformity.
 5. Any notices pertaining to rejection or claims of nonconformity must be made in writing specifying in detail Customer's objections and such notices must be delivered within ten (10) days after delivery of the goods. It is agreed that in the event of rejection, Customer may in no event resell the goods, even in the absence of instructions from WSECO, and Customer will store the goods or reship the goods to WSECO. Should Customer sell the goods, such sale shall be deemed an unequivocal acceptance of the goods. If Customer accepts goods tendered under this agreement, such acceptance shall be final and irrevocable; no attempted revocation shall have any effect whatsoever.
 6. No right or interest in this agreement shall be assigned by Customer without the written permission of WSECO, and no delegation of any obligation owed or of the performance of any obligation by Customer shall be made without written permission of WSECO. Any attempted assignment or delegation by Customer shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
 7. WSECO shall have all rights and remedies provided in the Uniform Commercial Code and in any other documents executed in connection with this agreement. Customer agrees to pay all costs incurred by WSECO in enforcing this agreement or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced. In the event the goods are reclaimed, Customer agrees that WSECO may bid on the goods and that a commercially reasonable price for said reclaimed goods, at a public sale, may be determined by WSECO based upon current national auction values, market trends relating to supply and demand, and related factors, for goods of similar type and condition.
 8. **CANCELLATION/TERMINATION:** This Order may be canceled by Customer only with WSECO's written consent and then only upon such terms as will protect Seller from any loss. This Order may be cancelled by WSECO in the event of any default by Customer or in the event Customer fails, upon WSECO's request, to provide reasonable assurances of future performance.
 9. **PERMISSIBLE VARIATIONS:** All goods shall be subject to the standard manufacturing and commercial variation and practices of the Manufacturer of the goods or of WSECO. In the event of shipment of non-conforming goods, WSECO shall be given a reasonable opportunity to replace the goods with those which conform to this order.
 10. **FORCE MAJEURE:** (a) WSECO shall not be responsible or liable for any delay or failure to delivery any or all of the goods and/or performance of the services if such delay or failure is caused by any act of God, fire, flood, inclement weather, explosion, war, insurrection, riot, embargo, statute, ordinance, regulation or order of any government or agent thereof, shortage of labor, material, fuel, supplies or transportation, strike or other labor dispute, or any other cause, contingency, occurrence or circumstance of any nature, whether or not similar to those herein before specified beyond WSECO's control, which prevents, hinders or interferes with manufacture, assembly, or delivery of the goods or performance of the services. Any such cause, contingency, occurrence or circumstances shall release WSECO from performance of its obligations hereunder.
 11. **VENUE:** Venue for any disputes between the parties will be in Ada County, Idaho and in state court for legal proceedings. Purchaser waives right to remove any legal action from the court originally acquiring jurisdiction.

WIRE & CONDUIT



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**Ask About WESCO's Wire
Cutting and Paralleling Capabilities!!!**

COPPER WIRE

| THHN | Price/Thousand |
|----------|----------------|
| 14-SOLID | \$124.35 |
| 12-SOLID | \$188.58 |
| 10-SOLID | \$295.03 |
| 14-STR | \$135.93 |
| 12-STR | \$200.87 |
| 10-STR | \$307.20 |
| 8-STR | \$546.52 |
| 6-STR | \$857.99 |
| 4-STR | \$1,313.02 |
| 3-STR | \$1,656.08 |
| 2-STR | \$2,072.93 |
| 1-STR | \$2,317.06 |
| 1/0-STR | \$2,854.33 |
| 2/0-STR | \$3,516.02 |
| 3/0-STR | \$4,437.37 |
| 4/0-STR | \$5,539.01 |
| 250MCM | \$6,528.91 |
| 300MCM | \$7,832.70 |
| 350MCM | \$9,171.30 |
| 400MCM | \$10,432.89 |
| 500MCM | \$12,954.58 |
| 600MCM | \$16,142.63 |
| 750MCM | \$27,606.86 |

| XHHW | Price/Thousand |
|---------|----------------|
| 14-STR | \$191.74 |
| 12-STR | \$257.75 |
| 10-STR | \$387.23 |
| 8-STR | \$675.31 |
| 6-STR | \$1,025.03 |
| 4-STR | \$1,508.60 |
| 3-STR | \$1,853.49 |
| 2-STR | \$2,327.41 |
| 1-STR | \$2,561.36 |
| 1/0-STR | \$3,091.45 |
| 2/0-STR | \$3,862.47 |
| 3/0-STR | \$4,834.21 |
| 4/0-STR | \$6,064.18 |
| 250MCM | \$7,014.16 |
| 300MCM | \$8,339.91 |
| 350MCM | \$9,742.99 |
| 400MCM | \$11,110.47 |
| 500MCM | \$13,613.55 |
| 600MCM | \$17,190.28 |
| 750MCM | \$28,513.30 |

| TFFN | Price/Thousand |
|--------|----------------|
| 18-STR | \$79.71 |
| 16-STR | \$111.61 |

| TFN | Price/Thousand |
|----------|----------------|
| 18-SOLID | \$66.65 |
| 16-SOLID | \$92.47 |

| BARE | Price/Thousand |
|--------------|----------------|
| SD-14-SOL-CU | \$98.79 |
| SD-12-SOL-CU | \$158.07 |
| SD-10-SOL-CU | \$246.98 |
| SD-8-SOL-CU | \$382.99 |
| SD-6-SOL-CU | \$605.18 |
| SD-4-SOL-CU | \$969.76 |
| SD-2-SOL-CU | \$1,458.32 |
| SD-8-STR | \$433.32 |
| SD-6-STR | \$726.70 |
| SD-4-STR | \$1,072.87 |
| SD-2-STR | \$1,471.82 |
| SD-1/0-STR | \$2,258.67 |
| SD-2/0-STR | \$2,847.73 |
| SD-3/0-STR | \$3,635.60 |
| SD-4/0-STR | \$4,524.75 |
| SD-250-STR | \$6,290.89 |
| SD-350-STR | \$8,808.76 |
| SD-500-STR | \$12,162.73 |
| SD-750-STR | \$17,796.23 |
| SD-1000-STR | \$24,779.07 |

| CU SEU | Price/Thousand |
|-------------|----------------|
| 10-10-10 | \$1,607.18 |
| 8-8-8 | \$1,890.68 |
| 6-6-8 | \$2,515.34 |
| 6-6-6 | \$2,859.48 |
| 4-4-6 | \$3,976.56 |
| 4-4-4 | \$4,484.90 |
| 3-3-5 | \$5,230.91 |
| 3-3-3 | \$5,597.14 |
| 2-2-4 | \$6,061.54 |
| 2-2-2 | \$6,981.39 |
| 1-1-1 | \$9,218.13 |
| 1/0-1/0-1/0 | \$13,309.99 |
| 2/0-2/0-2/0 | \$14,557.93 |
| 3/0-3/0-3/0 | \$18,429.96 |
| 4/0-4/0-4/0 | \$62,379.09 |

| USE-RHH-RHW | Price/Thousand |
|-------------|----------------|
| 12-SOL | \$267.50 |
| 10-SOL | \$417.50 |
| 8-SOL | \$658.74 |
| 14-STR | \$195.00 |
| 12-STR | \$286.25 |
| 10-STR | \$437.50 |
| 8-STR | \$658.74 |
| 6-STR | \$894.99 |
| 4-STR | \$1,459.99 |
| 2-STR | \$2,253.73 |
| 1-STR | \$2,627.47 |
| 1/0-STR | \$3,283.72 |
| 2/0-STR | \$4,103.71 |
| 3/0-STR | \$5,137.45 |
| 4/0-STR | \$6,442.44 |
| 250-STR | \$7,476.37 |
| 300-STR | \$9,087.30 |
| 350-STR | \$10,384.41 |
| 400-STR | \$12,153.53 |
| 500-STR | \$14,441.11 |
| 600-STR | \$17,962.32 |
| 750-STR | \$24,698.08 |

| MTW | Price/Thousand |
|--------|----------------|
| 18-STR | \$73.89 |
| 16-STR | \$102.98 |
| 14-STR | \$158.52 |
| 12-STR | \$218.74 |
| 10-STR | \$338.98 |
| 8-STR | \$550.64 |
| 6-STR | \$865.31 |
| 4-STR | \$1,374.94 |
| 2-STR | \$2,141.37 |

| CU SER | Price/Thousand |
|-----------------|----------------|
| 6-6-6-6 | \$6,202.01 |
| 4-4-4-6 | \$6,587.00 |
| 3-3-3-5 | \$8,853.53 |
| 2-2-2-4 | \$10,317.37 |
| 1-1-1-3 | \$12,945.36 |
| 1/0-1/0-1/0-2 | \$16,600.03 |
| 2/0-2/0-2/0-1 | \$20,767.49 |
| 3/0-3/0-3/0-1/0 | \$26,041.44 |
| 4/0-4/0-4/0-2/0 | \$32,741.76 |

PV WIRE

| 600V | Price/Thousand |
|--------|----------------|
| 12-STR | \$386.75 |
| 10-STR | \$369.83 |
| 8-STR | \$0.00 |
| 6-STR | \$858.11 |

| 2000V | Price/Thousand |
|--------|----------------|
| 10-STR | \$408.51 |

* We Reserve the Right to Limit Quantities on Conduit & Wire

PRICING AS OF:

* All Stock Subject to Prior Sale

* Prices Subject to Change

Thursday, March 3, 2022



WIRE & CONDUIT



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**Ask About WESCO's Wire
Cutting and Paralleling Capabilities!!!**

ALUMINUM WIRE

| XHHW | Price/Thousand |
|-----------|----------------|
| 6 XHHW | \$422.66 |
| 4 XHHW | \$522.11 |
| 2 XHHW | \$662.43 |
| 1 XHHW | \$912.92 |
| 1/0 XHHW | \$1,031.57 |
| 2/0 XHHW | \$1,219.13 |
| 3/0 XHHW | \$1,513.59 |
| 4/0 XHHW | \$1,682.39 |
| 250 XHHW | \$2,066.48 |
| 300 XHHW | \$2,855.32 |
| 350 XHHW | \$2,902.50 |
| 400 XHHW | \$3,393.17 |
| 500 XHHW | \$3,696.53 |
| 600 XHHW | \$4,684.50 |
| 700 XHHW | \$5,407.78 |
| 750 XHHW | \$5,565.41 |
| 900 XHHW | \$7,637.01 |
| 1000 XHHW | \$8,284.50 |

| AL USE | Price/Thousand |
|----------|----------------|
| 6 USE | \$553.97 |
| 4 USE | \$636.58 |
| 2 USE | \$823.61 |
| 1 USE | \$1,073.52 |
| 1/0 USE | \$1,248.36 |
| 2/0 USE | \$1,466.17 |
| 3/0 USE | \$1,773.02 |
| 4/0 USE | \$1,972.11 |
| 250 USE | \$2,620.38 |
| 300 USE | \$3,403.85 |
| 350 USE | \$3,480.98 |
| 400 USE | \$4,250.25 |
| 500 USE | \$4,615.04 |
| 600 USE | \$5,919.59 |
| 700 USE | \$6,617.37 |
| 750 USE | \$7,022.83 |
| 1000 USE | \$11,798.31 |

| ALUM SER | Price/Thousand |
|-----------------|----------------|
| 8-8-8 | \$1,764.47 |
| 6-6-6 | \$1,817.76 |
| 4-4-6 | \$2,749.56 |
| 4-4-4 | \$2,331.66 |
| 2-2-4 | \$3,729.82 |
| 2-2-2 | \$3,084.42 |
| 1-1-1 | \$4,179.29 |
| 1/0-1/0-2 | \$5,316.80 |
| 1/0-1/0-1/0 | \$5,316.80 |
| 2/0-2/0-1 | \$6,438.20 |
| 2/0-2/0-2/0 | \$6,438.20 |
| 4/0-4/0-2/0 | \$6,545.53 |
| 4/0-4/0-4/0 | \$8,928.83 |
| 8-8-8-8 | \$1,971.11 |
| 6-6-6-6 | \$2,231.55 |
| 4-4-4-6 | \$2,749.56 |
| 2-2-2-4 | \$3,729.82 |
| 1-1-1-3 | \$4,854.55 |
| 1/0-1/0-1/0-2 | \$5,316.80 |
| 2/0-2/0-2/0-1 | \$6,438.20 |
| 3/0-3/0-3/0-1/0 | \$7,940.68 |
| 4/0-4/0-4/0-2/0 | \$8,928.83 |
| 250-250-250-3/0 | \$10,317.20 |
| 300-300-300-4/0 | Call for price |

| DUPLEX URD | Price/Thousand |
|------------|----------------|
| 6-6 XLP | \$533.90 |

| TRIPLEX URD | Price/Thousand |
|-----------------|----------------|
| 6-6-6 XLP | \$800.27 |
| 4-4-4 XLP | \$982.46 |
| 2-2-2 XLP | \$1,271.90 |
| 2-2-4 XLP | \$1,373.80 |
| 1/0-1/0-1/0 XLP | \$1,866.25 |
| 1/0-1/0-2 XLP | \$1,686.92 |
| 2/0-2/0-1 XLP | \$2,159.39 |
| 4/0-4/0-2/0 XLP | \$2,974.86 |
| 250-250-3/0 XLP | \$3,813.25 |
| 350-350-4/0 XLP | \$4,961.88 |
| 500-500-350 XLP | \$7,248.01 |

| QUAD URD | Price/Thousand |
|---------------------|----------------|
| 2-2-2-4 XLP | \$1,914.73 |
| 1/0-1/0-1/0-2 XLP | \$2,523.35 |
| 4/0-4/0-4/0-2/0 XLP | \$4,182.71 |
| 350-350-350-4/0 XLP | \$6,956.51 |

| TRIPLE RATED URD | Price/Thousand |
|---------------------------|----------------|
| 4-4-4 USE/RHH/RHW-2 | \$1,187.99 |
| 2-2-4 USE/RHH/RHW-2 | \$1,373.80 |
| 1/0-1/0-2 USE/RHH/RHW-2 | \$1,686.92 |
| 2/0-2/0-1 USE/RHH/RHW-2 | \$2,159.39 |
| 4/0-4/0-2/0 USE/RHH/RHW-2 | \$2,974.86 |
| 250-250-3/0 USE/RHH/RHW-2 | \$3,813.25 |
| 350-350-4/0 USE/RHH/RHW-2 | \$4,961.88 |

* All Stock Subject to Prior Sale
* Prices Subject to Change

* We Reserve the Right to Limit Quantities on Conduit & Wire

PRICING AS OF:

Thursday, March 3, 2022



WIRE & CONDUIT



[Click here to find your nearest WESCO Branch](#)



**Ask About WESCO's Wire
Cutting and Paralleling Capabilities!!!**

ROMEX

| NM-B | Price/Thousand |
|---------|----------------|
| 14-2-2 | \$2,710.26 |
| 12-2-2 | \$1,251.52 |
| 14/2-WG | \$414.17 |
| 12/2-WG | \$607.59 |
| 10/2-WG | \$1,076.22 |
| 8/2-WG | \$1,839.61 |
| 6/2-WG | \$2,598.12 |
| 14/3-WG | \$5,636.13 |
| 12/3-WG | \$848.92 |
| 10/3-WG | \$1,353.32 |
| 8/3-WG | \$2,589.82 |
| 6/3-WG | \$3,784.79 |
| 4/3-WG | \$9,438.06 |
| 2/3-WG | \$14,148.69 |

| UF | Price/Thousand |
|----------|----------------|
| 14/2-WG | \$453.16 |
| 12/2-WG | \$688.01 |
| 10/2-WG | \$1,142.41 |
| 8/2-WG | \$2,018.05 |
| 6/2-WG | \$2,836.48 |
| 14/3-WG | \$645.18 |
| 12/3-WG | \$972.38 |
| 10/3-WG | \$1,541.76 |
| 8/3-WG | \$2,978.86 |
| 6/3-WG | \$4,414.53 |
| 14/2-WOG | \$2,028.05 |
| 12/2-WOG | \$3,060.45 |
| 10/2-WOG | \$4,916.33 |
| 14/3-WOG | \$2,634.49 |
| 12/3-WOG | \$3,910.61 |
| 10/3-WOG | \$6,104.09 |
| 8/3-WOG | \$11,321.38 |
| 6/3-WOG | \$17,298.76 |

MC CABLE

| MC CABLE | Price/Thousand |
|----------------|----------------|
| 14-2 SOLID | \$667.40 |
| 14-3 SOLID | \$1,113.34 |
| 14-4 SOLID | \$1,552.08 |
| 12-2 SOLID | \$669.47 |
| 12-3 SOLID | \$1,182.09 |
| 12-4 SOLID | \$1,182.09 |
| 10-2 SOLID | \$1,528.71 |
| 10-3 SOLID | \$2,142.39 |
| 10-4 SOLID | \$3,363.34 |
| 12-2 STR | \$914.39 |
| 12-3 STR | \$1,375.07 |
| 12-4 STR | \$1,955.02 |
| 10-2 STR | \$1,755.80 |
| 10-3 STR | \$2,887.79 |
| 10-4 STR | \$4,292.67 |
| 12-2 HCF SOLID | \$1,134.06 |
| 12-3 HCF SOLID | \$1,632.98 |

CONDUIT

| | EMT Price/Hundred | GRC Price/Hundred | IMC Price/Hundred | ALUM Price/Hundred | PVC40 Price/Hundred | PVC80 Price/Hundred | DB60 Price/Hundred | DB120 Price/Hundred |
|--------|----------------------|----------------------|----------------------|-----------------------|------------------------|------------------------|-----------------------|------------------------|
| 1/2 | \$70.19 | \$311.94 | \$211.13 | \$136.42 | \$95.32 | \$145.30 | | |
| 3/4 | \$121.35 | \$324.16 | \$248.97 | \$181.57 | \$113.20 | \$198.93 | | |
| 1 | \$216.28 | \$534.92 | \$373.01 | \$258.24 | \$178.29 | \$264.73 | \$0.00 | \$116.44 |
| 1 1/4 | \$351.51 | \$760.76 | \$520.41 | \$351.92 | \$239.21 | \$358.94 | | |
| 1 1/2 | \$430.01 | \$865.31 | \$648.14 | \$435.97 | \$277.13 | \$426.41 | \$0.00 | \$0.00 |
| 2.0000 | \$497.35 | \$1,074.98 | \$836.53 | \$575.29 | \$341.74 | \$551.54 | \$189.82 | \$194.47 |
| 2 1/2 | \$763.79 | \$1,979.05 | \$1,608.24 | \$921.56 | \$549.35 | \$820.24 | | \$0.00 |
| 3 | \$968.48 | \$2,246.16 | \$2,104.18 | \$1,210.56 | \$670.23 | \$999.36 | \$397.24 | \$409.44 |
| 3 1/2 | \$1,256.19 | \$3,014.93 | \$2,104.18 | \$1,489.96 | \$907.60 | | | |
| 4 | \$1,342.53 | \$3,190.60 | \$2,850.45 | \$1,765.16 | \$934.38 | \$1,570.31 | \$637.18 | \$674.88 |
| 5 | | \$5,982.12 | | \$2,413.87 | \$1,335.47 | \$2,301.41 | \$869.93 | \$1,080.53 |
| 6.0000 | | \$7,803.40 | | \$3,177.48 | \$1,752.83 | \$3,245.46 | \$1,020.60 | \$1,466.33 |

* All Stock Subject to Prior Sale

* Prices Subject to Change

* We Reserve the Right to Limit Quantities on Conduit & Wire

PRICING AS OF:

Thursday, March 3, 2022





September 28, 2021

Mr. Kyle Blunn
1000 25th Street North
Great Falls, MT 59401

RE: Post Falls Water Reclamation Facility Tertiary Treatment Improvements Project, Response to Substitution Request for Primary Power Feed Routing **(VIA EMAIL)**

Dear Mr. Blunn,

This letter is in response to Sletten's/Colvico's proposed substitution request sent via email on July 28, 2021, and triggered by the cost escalation of materials including copper wire and PVC conduit as identified in Sletten's original letter dated June 24, 2021.

Information provided to J-U-B includes the following:

- An email from Sletten on June 25, 2021, which included a request for a meeting as well as a cover letter from Sletten and a letter from Colvico regarding price escalation.
- An initial meeting to discuss the issue of materials price escalation on July 14, 2021
- A summary of the proposed modifications and follow-up questions via emails from Sletten/Colvico between July 28, 2021 and July 29, 2021 titled PF WRF - UB-2 & Transformer Relocation Summary
- Follow-up emails with the proposed site layout from Sletten/Colvico on August 25, 2021 titled PF-WRF – Alternate Power Feed - Site Drawing

The aforementioned information was reviewed as part of the overall proposal. The proposed substitution request is being put forth by Sletten and Colvico for the reasons noted in their letters received by J-U-B on June 25, 2021. The proposed substitution is being considered by the City since a similar approach was considered during design, but had been determined to be unfeasible due to the economic situation at that time. Current economics now make this option potentially feasible.

J-U-B, AEI, and the City have reviewed the proposed substitution request to verify the overall proposed work would meet the functional needs of the facility and evaluated how the proposed changes would impact the long-term expansion of the facility.

The response herein is being issued as a Change Proposal Request (CPR-024) to further clarify the changes to the Work as currently described in the Contract Documents that would be required for the alternate power feed proposal to be acceptable to the City.

We recognize that the work described in CPR-024 may be different than what was originally proposed in Sletten's/Colvico's substation request. This CPR is intended to provide clarity on the requirements, including drawings and specifications for the various project elements, such that Sletten/Colvico can provide an overall cost breakdown for the proposed modifications described herein, including any schedule impacts.

Please note, the City has not accepted the proposed substitution request as originally submitted by Sletten/Colvico, nor as modified by CPR-024. Upon receipt of a cost proposal, the City will review all information submitted with CPR-024 from Sletten/Colvico and make a determination as to whether a modification to the Contract Documents will be issued.

In order to prevent impacts to Sletten's schedule, please provide Cost and Schedule impacts associated with the CPR-024 as soon as possible for City review.

Sincerely,



Michael Conn, P.E.
Project Manager

J-U-B ENGINEERS, Inc.

Cc: Rob Balock, Tim Farmer, Paul Robinson, Andrew Arbini



CHANGE PROPOSAL REQUEST CPR-024

To: Sletten Construction
Companies
1000 25th Street North
Great Falls, MT 59401

Date: September 28, 2021
Project: City of Post Falls WRF Tertiary Treatment
Improvements
Project No.: 20-18-024

From: Mike Conn, P.E.

Request No: CPR 024 Primary Power Service Feed and Reroute

This Change Proposal Request is provided as a description of the proposed Work which may eventually be included in a Change Order. This request does not constitute an authorization for a variation in the Work, the Contract Price, or Contract Times. The Contract Price and Contract Times may only be changed by a Change Order or Work Change Directive in accordance with General Conditions Article 12.

You are requested to submit a Change Order Price Proposal to complete the following:

Description:

Provide pricing to reroute the primary power feed to the Facility in lieu of modifying the primary power service at Utility Building No. 2 (UB-2) and providing the associated power feed to the new portions of the WRF as originally described in the Contract Documents.

Reference the following, attached drawings for revisions to the Site Civil and Yard Piping work:

- Site Civil modifications on Drawing CG-401
- Associated Structural Details on Drawing CG-402

Reference the following, attached information for revisions to the electrical portions of the project from AEI Engineering (87 pages):

- AEI Service Revision Narrative
- 16231 Packaged Engine Generators Specification
- 16415 - Transfer Switches Specification
- Product Data Sheets and Drawings
- AEI Engineering Electrical Drawings Markups/Revisions.

If Contractor believes that the items noted above will result in a change to the Contract Price or Contract Time, indicate those changes below and attach supporting documentation as necessary or as requested:

Change in Contract Price

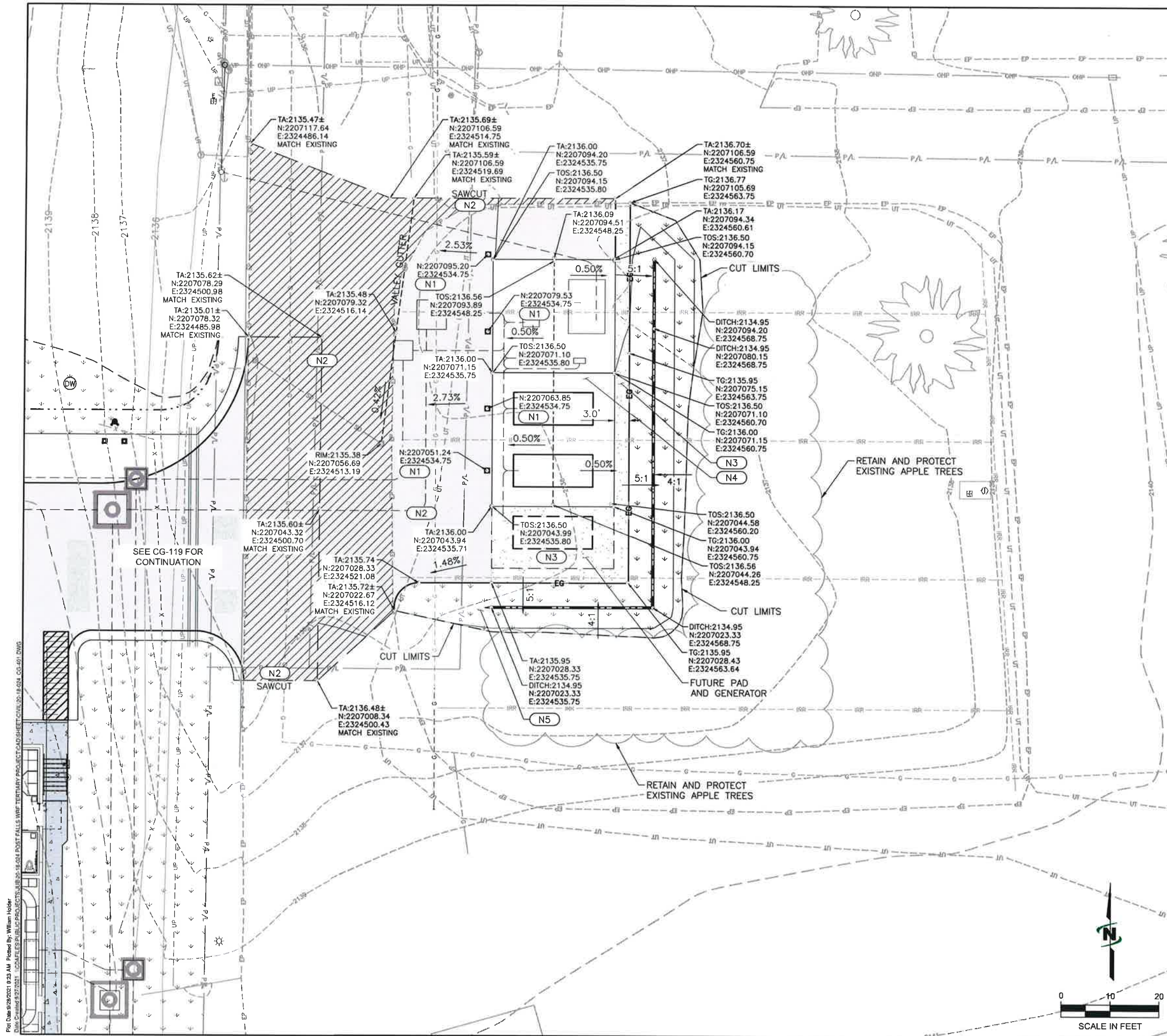
Change in Contract Times:

\$ _____

_____ Calendar Days

Proposal Submitted By:

Contractor (Authorized Signature) Date: _____



GENERAL NOTES:

1. MODIFY EXISTING IRRIGATION SYSTEM TO ADEQUATELY COVER ALL EXISTING AND NEW TURF GRASS AREAS. NEW SPRINKLER LOCATIONS SHALL NOT SPRAY ONTO THE PROPOSED OR EXISTING GRAVEL, CONCRETE, OR ASPHALT AREAS. IRRIGATION SYSTEM SHOWN IS SCHEMATIC. CONTRACTOR TO VERIFY THE ACTUAL LOCATIONS. CONTRACTOR SHALL DEMO IRRIGATION SYSTEM AS REQUIRED TO COMPLETE THE WORK INDICATED. CONTRACTOR SHALL PROVIDE NEW SPRINKLERS. CONTRACTOR SHALL PROVIDE NEW PIPE AND APPURTENANCES AS REQUIRED FOR A FULLY-OPERATIONAL IRRIGATION SYSTEM.
2. CONTRACTOR MUST COORDINATE PERMANENT BOLLARD LOCATIONS WITH GENERATOR, TRANSFORMER, AND ATS ACCESS DOOR SWINGS PRIOR TO INSTALLATION. ANY POTENTIAL CONFLICTS SHALL BE COORDINATED WITH THE ENGINEER.

KEYED NOTES (THIS SHEET):

- (N1) PERMANENT BOLLARD - SEE STANDARD DETAIL 02160.
- (N2) WITHIN EXTENTS SHOWN, DEMO EXISTING A.C. PAVEMENT AND REMOVE ALL VEGETATION AND TOPSOIL. PROVIDE A.C. PAVEMENT SECTION. SEE STANDARD DETAIL 02185.
- (N3) REMOVE ALL VEGETATION AND TOPSOIL. PROVIDE GRAVEL SECTION PER STANDARD DETAIL 02190.
- (N4) EXTERIOR PAD. REFERENCE DETAIL C1 ON DRAWING CG-402.
- (N5) REMOVE EXISTING VEGETATION, SCARIFY GROUND TO A DEPTH OF 4 TO 6 INCHES, PLACE 4-INCHES OF TOPSOIL TO FINISHED GRADES PER 02910, GRADE AND HYDROSEED WITH A HYDROSEED MIX (KENTUCKY BLUEGRASS LAWN/TURF BLEND) PER TECHNICAL SPECIFICATION SECTION 02910 PLANTING. SUBMIT HYDROSEED MIX PER SECTION 02910.

LEGEND

TA = TOP OF ASPHALT
 TG = TOP OF GRAVEL
 TOS = TOP OF SLAB

ASPHALT REMOVAL AREA

JUB
 J-U-B ENGINEERS, INC.
 7925 Meadowlark Way
 Coeur d'Alene, ID 83815
 Phone: 208.762.8787
 Fax: 208.762.8797
 www.jub.com



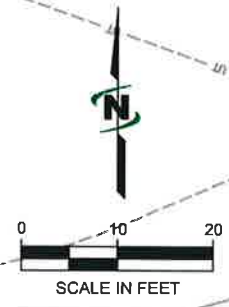
| NO. | DESCRIPTION | BY | DATE |
|-----|-------------|----|------|
| | | | |
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| | | | |

**WRF TERTIARY TREATMENT IMPROVEMENTS
 CITY OF POST FALLS**

VOLUME IV: CIVIL GRADING (CG)
 GRADING PLAN VIEW

FILE: 20-18-024 CG-401
 JUB PROJ #: 20-18-024
 DRAWN BY: ALH
 DESIGN BY: ACR
 CHECKED BY: ACB
 ONE INCH = 10 FEET
 AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
 LAST UPDATED: 9/28/2021
 SHEET:
 DRAWING:
CG-401

Plot Date: 9/28/2021 9:23 AM Plotted By: William Holder
 Disk Checked: 9/27/2021 C:\DATAFILES\PUBLIC\PROJECTS\JUB\20-18-024\POST FALLS WRF TERTIARY PROJECT\CAD\SHEET\CG-401.DWG





J-U-B ENGINEERS, INC.

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

Phone: 208.762.8787
Fax: 208.762.9797
www.jub.com



9/28/21

| NO. | REVISION | DESCRIPTION | BY | DATE |
|-----|----------|-------------|----|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

WRF TERTIARY TREATMENT IMPROVEMENTS
CITY OF POST FALLS

VOLUME IV: CIVIL GRADING (CG)
MISCELLANEOUS STRUCTURAL CONCRETE DETAILS

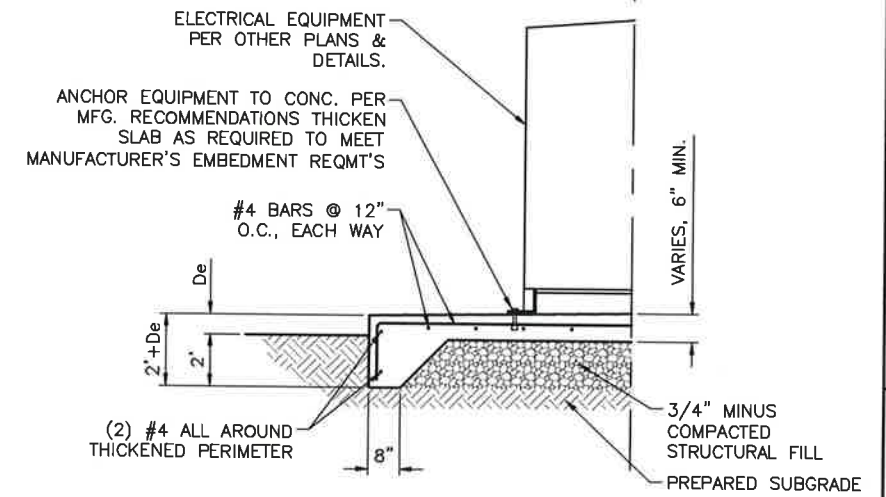
| |
|---|
| FILE: 20-18-024 CG-401 |
| JUB PROJ #: 20-18-024 |
| DRAWN BY: WRH |
| DESIGN BY: SMS |
| CHECKED BY: DLB |
| DATE: 9/28/21 |
| AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY |
| LAST UPDATED: 9/28/2021 |
| SHEET: |

DRAWING: CG-402

NOTES:

REFER TO CIVIL PLANS FOR FINISH ELEVATIONS.

DIMENSION De SHALL BE AS REQUIRED TO ACHIEVE THE FINISH ELEVATIONS AND SLOPE AS NOTED ON THE SITE CIVIL SHEETS.



B2 TYP. SECTION VIEW
SCALE: NOT TO SCALE

B1 RESERVED
SCALE: NOT TO SCALE

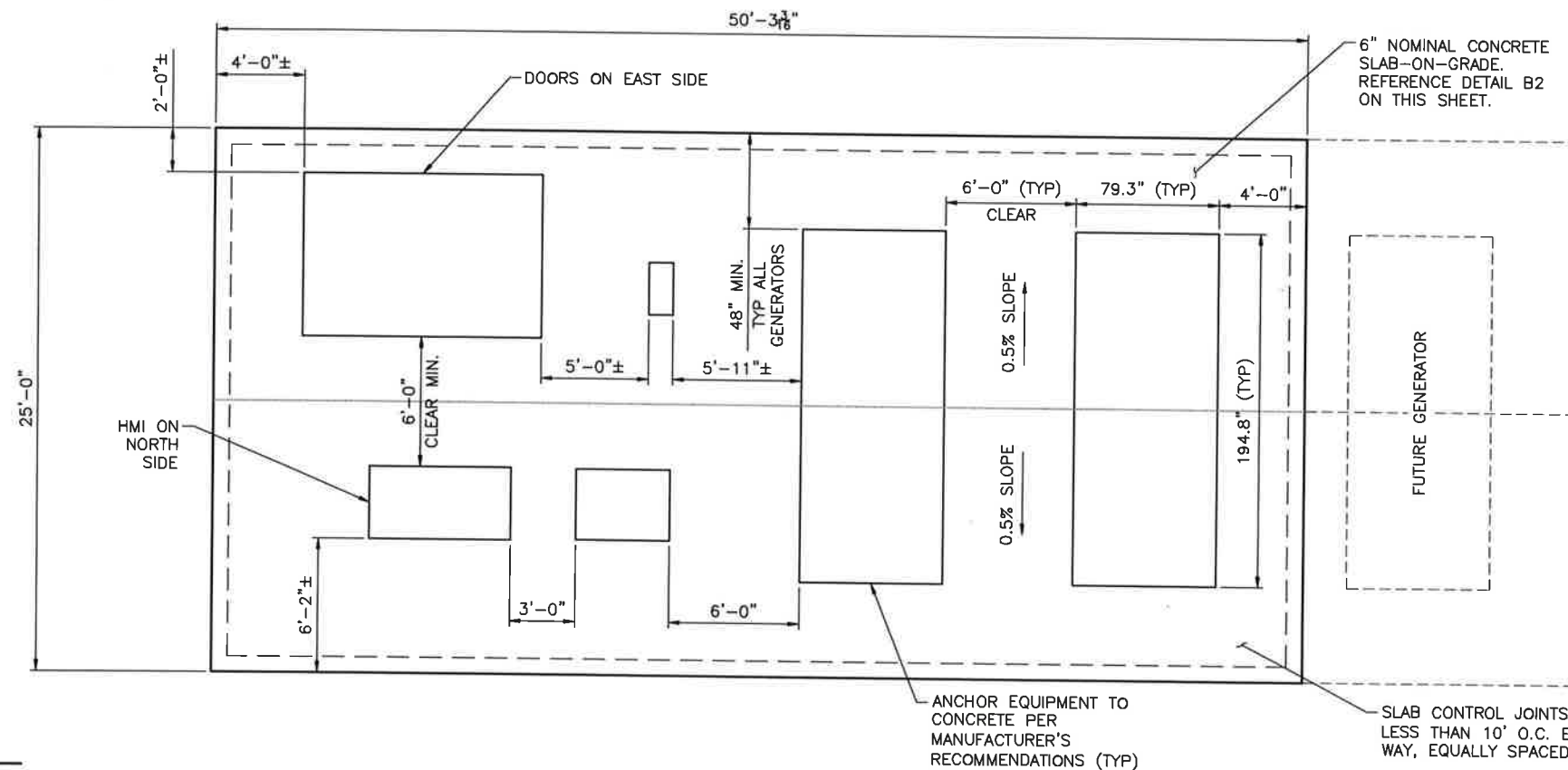
NOTES:

REFER TO CIVIL PLANS FOR FINISH ELEVATIONS.

REFER TO ELECTRICAL PLANS FOR EQUIPMENT TYPE.

REFER TO ELECTRICAL PLANS FOR ADDITIONAL REQUIREMENTS. COORDINATE ALL SLAB PENETRATIONS WITH ELECTRICAL PRIOR TO POURING CONCRETE.

CONTRACTOR SHALL SUBMIT LAYOUT OF PAD TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.



C1 EXTERIOR PAD PLAN VIEW
SCALE: NOT TO SCALE



Know what's below.
Call before you dig.

Plot Date: 9/28/2021 8:21 AM Plotted By: William Hader
Date Created: 9/27/2021 S:\DATA\FILES\PROJECTS\PROJECTS\WRF TERTIARY PROJECT\CAD SHEETS\CG\10-18-24 CG-401.DWG

Change Proposal Request Instructions

| | | | |
|-------|---|------------------------|---|
| DATE: | 9/27/2021 | PROJECT: | Post Falls WRF - Tertiary Treatment Improvements |
| TO: | J-U-B Engineers, Inc. 7825 Meadowlark Way Coeur d'Alene, ID 83815 | PROJECT NO.: | M18110 |
| ATTN: | Mr. Mike Conn, P.E. | SPECIFICATION SECTION: | - |
| | | ITC NO.: | Service Revision |
| | | ITC DESCRIPTION: | Response to Contractor's Proposal to Revise the WRF Service Configuration |

Summary: The Contractor has proposed providing a separate utility service and standby generator system for the new part of the WRF feeding the Membrane Building rather than extending the feeders from Utility Building UB2.

AEI Engineering recommends the following changes in response to the change proposal:

1. Add the attached specification section:
 - a. 16231 - PACKAGED ENGINE GENERATORS
 - b. 16415 - TRANSFER SWITCHES
 - c. Cut Sheets for Panel DP-GEN equipment (supplied by CAT on a similar project).
2. Drawing E-011
 - a. Delete conduit F-1114A from ductbank P11.
3. Drawing E-012
 - a. Delete conduit F-1114 from ductbank P09.
 - b. Delete conduit F-1114B from ductbank P13.
 - c. Delete conduit F-1114C from ductbank P15.
 - d. Delete the four additional 4" C referenced in CPR-15.
4. Drawing E-016
 - a. Delete conduit F-1114D from ductbank P18.
 - b. Delete conduit F-1114E from ductbanks P19 and P20.
5. Drawing E-019
 - a. Delete conduit F-1114F from ductbanks P32, P34 and P36.
6. Drawing E-022
 - a. Delete conduit F-1114F from ductbank P38.
 - b. Add new work as indicated on revised drawing.
 - c. Contractor shall coordinate with Avista Utilities for installation of new service.
7. Drawing E-026
 - a. Delete the requirement for the new switchgear section.
 - b. Feed panel MDP2 from the new ATS, and separate service. See new drawing E-026A.
 - c. Delete the requirement to add feeder conductors to existing conduit F-1101.
8. Drawing E-026A
 - a. Add new drawing.
9. Drawing E-032
 - a. In Detail 2.1, deleted the requirement for a new switchgear section (note 1).
10. Drawing E-138
 - a. Revise conduit series F-1114 as indicated.
11. Drawing E-154
 - a. Revise conduit and wire schedule 24 per the attached.
12. Drawing E-158
 - a. Delete conduit F-1114 from ductbank P09.
 - b. Delete conduit F-1114A from ductbank P11.
 - c. Delete conduit F-1114B from ductbank P13.

Change Proposal Request Instructions

- d. Delete conduit F-1114C from ductbank P15.
 - e. Delete conduit F-1114D from ductbank P18.
 - f. Delete conduit F-1114E from ductbanks P19 and P20.
 - g. Delete conduit F-1114F from ductbanks P32, P34, L36 and P38.
13. Drawing E-160
- a. Add vaults SV-016 and PV-016. Descriptions are indicated on revised drawing E-022
14. Drawing E-UB2-101
- a. Delete conduit F-1114 from this sheet.
 - b. Delete the requirement to relocated MDP1.
15. Drawing E-UB2-901
- a. Delete detail 2.2, this work will no longer be required.
 - b. Delete detail 4.3, this work will no longer be required.
16. Drawing E-UB2-902
- a. In note N1, delete the requirement to relocate MDP1.
 - b. Delete note N6.
 - c. Delete note N18, this work will no longer be required.
17. Panel L-MF1:
- a. Replace two 20A/1P breakers with a 80A/2P breaker to feed Panel L-GEN.
18. Panel L-GEN:
- a. Add panel L-GEN

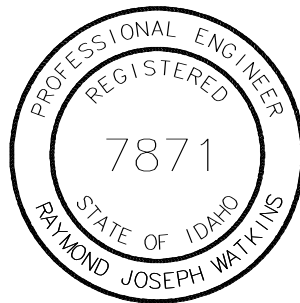
| Panel: L-GEN | | Mains: 80 | | Voltage: 120/240 VAC, 1ø, 3w | | | |
|-----------------------------------|-----|-----------|---------------|------------------------------|------------------------------------|-----|------------------------|
| Mounting: NEMA 3R | | Poles: 24 | Type: BOLT-ON | Min. A.I.C.: 10,000 | | | |
| Use and/or Area Served | C/B | Cir. No. | Load | | Cir. No. | C/B | Use and/or Area Served |
| | | | Ø B | Ø C | | | |
| C GENERATOR "G-4" UTILITES | 30 | 1 | 1600 | | 2 | 20 | RECEPTACLE |
| C GENERATOR "G-4" UTILITES | | 3 | 180 | | 4 | 20 | SPARE |
| C GENERATOR "G-5" UTILITES | 30 | 5 | 480 | | 6 | 20 | SPARE |
| C GENERATOR "G-5" UTILITES | | 7 | | 1600 | 8 | 20 | SPARE |
| C GENERATOR "G-6" UTILITES | 30 | 9 | 1600 | | 10 | 20 | SPARE |
| C GENERATOR "G-6" UTILITES | | 11 | | 480 | 12 | 20 | SPARE |
| SPARE | 20 | 13 | | | 14 | 20 | SPARE |
| C SPACE HEATER "DP-GEN" | 20 | 15 | | 500 | 16 | 20 | SPACE HEATER "ATS-2" |
| | | 17 | | 500 | 18 | | |
| | | 19 | | | 20 | | |
| | | 21 | | | 22 | 30 | SPD |
| | | 23 | | | 24 | | SPD |
| Total Connected Load (VA): | | | 3860 | 3560 | NOTES: | | |
| + 25% of Continuous Load: | | | 920 | 890 | 1.) PROVIDE CITEL M50 SPD OR EQUAL | | |
| Total Code Load (VA): | | | 4780 | 4450 | | | |
| Total Code Load (Amps): | | | 40 | 38 | | | |

19. Yard light:
- a. Add yard light with two type S1 heads per detail ED-09/2.1.

Change Proposal Request Instructions

20. Foundation requirements:
 - a. Reference J-U-B Engineering, Inc. drawings for foundation requirements.
21. Specification 16015-Work Sequence:
 - a. In Table 16015-A delete items 1, 3, 4, and 5.
22. Complete and fully functional installation.
 - a. The design markups and notes relay the minimum requirements necessary for the WRF functionality and reliability. Not all details are indicated and it is the Contractor's sole responsibility to provide and install all necessary equipment for a complete and fully functional system as part of the proposed change.

The instructions listed above have been prepared under the direction of the Professional Engineers, licensed in the State of Idaho, whose seals and signatures appear below:



**SECTION 16231
PACKAGED ENGINE GENERATOR**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Division 16 Section "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and stopping signals for engine-generator sets.
- C. Division 3 Section "Earthwork".
- D. Division 3 Section "Cast in Place Concrete".

1.2 SUMMARY

- A. This Section includes packaged engine-generator sets for standby power supply with the following features:
 - 1. Diesel engine.
 - 2. Unit-mounted cooling system.
 - 3. Unit-mounted control and monitoring.
 - 4. Performance requirements for sensitive loads.
 - 5. Outdoor enclosure.
- B. General Description of System and Site:
 - 1. Provide an integrated paralleling, stand-by power system to supply electrical power at 480/277 Volts, 60 Hertz, 3 Phase. The system will utilize two (2) generators rated 400 kW each with provision to add a third 400KW unit in the future. The generators shall utilize liquid-cooled diesel engines, a synchronous AC alternator, a paralleling switch, and system controls with all necessary accessories for a complete single-source emergency power operating system.
 - 2. The site is an NEC ordinary location with no specific harsh environment requirements.

1.3 DEFINITIONS

- A. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.
- B. DF: Diesel fuel.

1.4 SUBMITTALS

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Thermal damage curve for generator.
 - 2. Time-current characteristic curves for generator protective device.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.
 - 2. Wiring Diagrams: Power, signal, and control wiring.
- C. Source quality-control test reports.
 - 1. Certified summary of prototype-unit test report.
 - 2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.
 - 3. Certified Summary of Performance Tests: Certify compliance with specified requirement to meet performance criteria for sensitive loads.
 - 4. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
 - 5. Report of sound generation.
 - 6. Report of exhaust emissions showing compliance with applicable regulations.
 - 7. Certified Torsional Vibration Compatibility: Comply with NFPA 110.
- D. Field quality-control test reports.
- E. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Operation and Maintenance Data," include the following:
 - 1. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.
- F. Warranty: Special warranty specified in this Section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
1. Maintenance Proximity: Not more than four hours' normal travel time from Installer's place of business to Project site.
 2. Manufacturer's authorized service representative shall meet the following criteria:
 - a. Certified, factory trained industrial generator technicians.
 - b. Service support 24/7/365.
 - c. Service & repair parts in-stock at performance level of 95%.
 - d. Offer optional remote monitoring and diagnostic capabilities.
 3. Engineering Responsibility: Preparation of data for vibration isolators and seismic restraints of engine skid mounts, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
 4. The EPSS must be capable of servicing both the Generator Paralleling Controls (System Control Panel and Generator Control Panels) and the Generator Sets and be able to supply replacement parts for both. A single point of contact on behalf of multiple manufacturers does not meet the requirement.
 5. The EPSS shall be an authorized service provider for all components of the EPS. In order to assure maximum equipment uptime and best service response to the owner, the EPSS shall be a factory-authorized dealer with complete EPS System parts and service. 24 hour emergency service shall be available within a 200 mile radius of the project site.
- B. Manufacturer Qualifications:
1. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 200 miles of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
 2. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
 - a. This system shall be supplied by an original equipment manufacturer (OEM) who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches, and associated controls.
 - b. The manufacturer shall have printed literature and brochures describing the standard series specified not a one of a kind fabrication. Custom

designed paralleling solutions requiring a cross section of suppliers and/or brand equipment are not acceptable.

- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with the following:
 - 1. ASME B15.1.
 - 2. NFPA 37.
 - 3. NFPA 70.
 - 4. NFPA 99.
 - 5. NFPA 110.
 - 6. UL 1236.
 - 7. UL 2200.
- E. Engine Exhaust Emissions: Comply with applicable state and local government requirements.
- F. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation. Maximum noise level shall be 75db measured at 23 feet from enclosure, or local requirements whichever is more stringent.

1.6 PROJECT CONDITIONS

- A. Interruption of Existing Electrical Service: Do not interrupt electrical service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electrical service according to requirements indicated:
 - 1. Notify Owner no fewer than five days in advance of proposed interruption of electrical service.
 - 2. Do not proceed with interruption of electrical service without Owner's written permission.
- B. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: Minus 40 to plus 105 degrees F.
 - 2. Relative Humidity: 0 to 95 percent.

3. Altitude: Sea level to 3300 feet.
- C. Seismic Conditions: The engine generator set shall incorporate seismic vibration isolators to meet the seismic requirements of the jobsite as recommended by manufacturer.

1.7 COORDINATION

- A. Coordinate size and location of concrete bases for package engine generators with manufacturer. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 3.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.
 1. Warranty Period: five years from date of Substantial Completion. Warranty shall include rental generator if not repaired within 48 hours of initial call to repair.

1.9 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, provide 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Provide parts and supplies same as those used in the manufacture and installation of original equipment. The maintenance program shall include 2 visits in the first year. At the end of the initial 1 year program, oil, oil filters and fuel filters shall be changed. Supplier shall submit oil analysis to a lab and provide report to user.

1.10 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Fuses: One for every 10 of each type and rating, but no fewer than one of each.
 2. Indicator Lamps: Two for every six of each type used, but no fewer than two of each.
 3. Filters: One set each of lubricating oil, fuel, and combustion-air filters.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: the basis of design manufacturer is Caterpillar; Engine Division.

1. The dimensional data for the sizing of the generator is from Caterpillar; Engine Division. The equipment of the manufacturer selected must fit within the space restrictions as shown on the plans.
2. The generator set, paralleling controls and automatic transfer switch shall be provided to the contractor by Sourcewell cooperative purchasing agreement # 120617-Cat for East Greenacres Irrigation District. Under this contract number for their membership, the following shall be provided.
3. Generator set shall be manufactured by Caterpillar contact Brant Briody at Western States Equipment 509-535-2287 or Brant.Briody@wseco.com
4. Each generator set shall be provided with the Caterpillar Platinum Plus-Sourcewell 48month warranty package. The warranty shall provide coverage for all generator set components and include emergency freight, overtime labor and crane service if required.
5. As part of the Sourcewell warranty package, the supplier of the above contract number shall provide a rental generator if the repair is not completed within 48 hours of the initial visit.

2.2 ENGINE-GENERATOR SET

- A. Factory-assembled and -tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
 1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and generator-set center of gravity.
- C. Capacities and Characteristics:
 1. Power Output Ratings: Nominal ratings as indicated, with capacity as required to operate as a unit as evidenced by records of prototype testing.
 2. Output Connections: 480/277V, three-phase, four wire.
 3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.
- D. Generator-Set Performance:
 1. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
 2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.

3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed. Steady rate frequency regulation is to be +/- 0.25%
5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
7. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 300 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components. Excitation system shall be PMG or AREP design.
8. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.3 ENGINE

- A. Fuel: Fuel oil, Grade DF-2.
- B. Rated Engine Speed: 1800 rpm.
- C. Maximum Piston Speed for Four-Cycle Engines: 2250 rpm.
- D. Lubrication System: The following items are mounted on engine or skid:
 1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
 2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- E. Coolant Jacket Heater: Kim Hotstart forced circulation EVRHEAT series 20 – 2.5kw coolant heater, factory installed in coolant jacket system installed with ¾" silicon hose and shutoff ball valves. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity.

- F. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 3. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
 4. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 5. Coolant Drain: Provide a shut off valve and coolant drain line piped to exterior of enclosure.
 6. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.
 - a. Rating: 50-psig maximum working pressure with coolant at 180 degrees F, and non-collapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- G. Starting System: 24 VDC electric, with negative ground.
1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
 2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
 3. Cranking Cycle: Meet NFPA 110 cranking requirements of 90 seconds total cranking time.
 4. Battery: Lead acid type with adequate capacity within ambient temperature range specified in Part 1 "Project Conditions" Article to provide specified cranking cycle at least three times without recharging.
 5. Battery Cable: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.

6. Battery Compartment: Factory fabricated of metal with acid-resistant finish and thermal insulation. Thermostatically controlled heater shall be arranged to maintain battery above 50 degrees F regardless of external ambient temperature within range specified in Part 1 "Project Conditions" Article. Include accessories required to support and fasten batteries in place.
7. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.
8. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall comply with UL 1236 and include the following features:
 - a. Operation: Equalizing-charging rate of 10 amp systems shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 105 degrees F to plus 140 degrees F to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
 - d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
 - e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.

2.4 ENGINE CONTROLS:

- A. Engines shall be equipped with an electronic engine metering control panel (EMCP), which shall monitor and control engine functionality and seamlessly integrate with the generator set controller through digital communications. EMCP monitored parameters shall be integrated into the generator set controllers NFPA 110 alarm and warning requirements. All EMCP fault codes shall be displayed at the generator set controller in standard language – fault code numbers alone are not acceptable.
- B. Engine speed shall be controlled by and adjustable isochronous governor system producing an electrical frequency output from the generator from no load adjustable to full load.

2.5 ENGINE EXHAUST AND INTAKE

- A. The engine exhaust emissions shall meet the EPA emission requirements for stand-by power generation.
- B. The manufacturer shall supply its recommended stainless steel, flexible connector to couple the engine exhaust manifold to the exhaust system. A rain cap will terminate the exhaust pipe after the silencer. Any other components must also be properly sized and installed to assure operation without excessive back pressure in excess of the OEM's specifications.
- C. The manufacturer shall supply a critical grade exhaust silencer.
- D. All exhaust piping from the turbocharger discharge to the silencer shall be thermally wrapped to minimize heat dissipation inside the enclosure.
- E. The engine intake air is to be filtered with engine mounted, replaceable, dry element filters and have "blocked filter" indicator.
- F. Minimum sound attenuation of 25 dB at 500 Hz.

2.6 ENGINE FUEL SYSTEM:

- A. The engine fuel system shall be designed for operation on #2 diesel fuel including cold weather diesel blends.
- B. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
- C. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.
- D. The engine shall include a primary fuel filter, water separator, manual fuel priming pump. Element shall be replaceable paper type.
- E. The engines suction line shall be fitted with a check valve to secure prime for the engines injection pump.

2.7 SUB-BASE FUEL TANK

- A. Comply with NFPA 30.
- B. Double Wall Base-Mounted Fuel Oil Tank: Factory installed and piped, complying with UL 142 fuel oil tank. Features include the following:
 - 1. The tank shall include fuel suction and return connections, normal and emergency vents, secondary containment emergency vent and rupture basin sensor, mechanical fuel level indication and a stub-up area convenient for electrical conduit entry.
 - 2. The fuel tank shall have a fuel sensor to provide an analog indication of fuel level in the generator controller. The controller shall have a programmable

warning level for an advanced low fuel level, and include shutdown for an extremely low fuel condition.

3. The fuel level device shall be sufficiently located away from the fuel delivery inlet location to prevent radical fuel level readings to occur during fuel delivery. This is required to avoid nuisance alarming and possible shutdown if fuel is delivered during emergency operation.
4. The fuel monitoring data shall also be accessible to the customizable ILC in the generator controller to operate a dry contact output(s) to interface with a fuel transferring system.
5. The fuel base tank shall have a sloped top. The sloping shall minimize the retention of water entering incidentally from rain/snow. The inside bottom shall be sloped in such a way to cause water and other impurities to collect away from the area of the engine fuel supply inlet.
6. Capacity: Fuel for 24 hours' continuous operation at 100 percent rated power output.
7. Containment Provisions: Comply with requirements of authorities having jurisdiction. A 5 gallon spill bucket shall be provided on the fuel fill port
8. Fuel level transducer to control panel to display % fuel level and for programming owner selected fuel tank alarm levels in control panel
9. Fuel Cooler shall be provided mounted on the radiator and shall cool fuel before returning to tank.
10. Interstitial monitoring, leak detection, and alarming. Fuel leak detection switch shall be wired to the generator set control panel and initiate a "fuel leak" alarm.

2.8 CONTROL, OPERATING AND MONITORING

A. Generator Set Controller

1. The generator control system shall be a fully integrated microprocessor based control system for standby emergency engine generators meeting all requirements of NFPA 110 level 1.
2. The generator control system shall be a fully integrated controller and touch screen. The controller must supply enabling remote diagnostics and building management integration of all generator functions. The generator controller shall provide integrated and digital control over all generator functions including: engine protection, alternator protection, speed governing, voltage regulation, synchronizing, load-sharing (real and reactive) and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic engine control module (ECM).
3. The control system shall provide an environmentally sealed design including encapsulated circuit boards and sealed automotive style plugs for all sensors

and circuit board connections. The use of non-encapsulated boards, edge cards, and pc ribbon cable connections are considered unacceptable.

4. Circuit boards shall utilize surface mount technology to provide vibration durability. Circuit boards that utilize large capacitors or heat sinks must utilize encapsulation methods to securely support these components.
 5. A predictive maintenance algorithms that alarms when maintenance, determinable periods and durations that can be set by the owner is desired, but not requisite
 6. Diagnostic capabilities shall include time-stamped event and alarm logs, ability to capture operational parameters during events, simultaneous monitoring of all input or output parameters, callout capabilities, support for multi-channel digital strip chart functionality and high speed (0.2 msec) data logging capabilities.
 7. The controllers shall include configurable thresholds, with variant time delays provide added protection through instantaneous and steady state programmable settings on system voltage, frequency, current, power factor, power levels, etc.
 8. The controller shall be pre-wired with I/O for customer use to include at least 4 relay 1Form C dry contact outputs (user definable function), 2 programmable inputs, 2 analog inputs, communications support via RS232, and RS485.
 9. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality. In addition, custom ladder logic functionality inside the generator controller shall be supported to provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.
 10. The operator interface shall be by means of a touch screen to display all pertinent unit parameters including: engine and alternator operating conditions; oil pressure and optional oil temperature; coolant temperature and level alarm; fuel level; engine speed; DC battery voltage; run time hours; generator voltages, amps, frequency, kilowatts, and power factor; alarm status and current alarm(s) condition, kWH (accumulative), kWH in current cycle of operation, synch scope, parallel device position, etc.
- B. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of a remote emergency-stop switch also shuts down generator set.
- C. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same

switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of a remote emergency-stop switch also shuts down generator set.

D. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration:

1. Current and Potential Transformers: Instrument accuracy class.

E. Indicating and Protective Devices and Controls:

1. AC voltmeter.
2. AC ammeter.
3. AC frequency meter.
4. kW Meter
5. % load meter
6. kVA meter
7. pF meter
8. % of fuel level in tank
9. DC voltmeter (alternator battery charging).
10. Engine-coolant temperature gage.
11. Engine lubricating-oil pressure gage.
12. Running-time meter.
13. Ammeter-voltmeter, phase-selector switch(es).
14. Generator-voltage adjusting rheostat.
15. Start-stop switch.
16. Overspeed shutdown device.
17. Coolant high-temperature shutdown device.
18. Coolant low-level shutdown device.
19. Oil low-pressure shutdown device.

- 20. Fuel tank derangement alarm.
 - 21. Fuel tank high-level shutdown of fuel supply alarm.
 - 22. Generator overload.
 - 23. Low Fuel Alarm
 - 24. Fuel tank leak alarm
 - 25. Low Coolant temperature alarm
 - 26. Control switch Not in Auto
- F. Supporting Items: Include sensors, transducers, terminals, relays, integral loadcenter to provide AC power to engine generator devices, lighting, G.F.C.I. receptacle and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.
 - G. Connection to Control System: A separate terminal block, factory wired to Form C dry contacts, for each alarm and status indication is required for connections to a remote SCADA monitoring system. In addition to the dry contacts, each generator shall provide a Modbus RS485 Serial port and register for all data points available on the control panel shall be connected to owners PLC

2.9 EMERGENCY POWER SYSTEM (EPS) AUTOMATION & CONTROLS

- A. The automation and control system shall facilitate overall EPS operation including automatic standby operation, control of the generator sets including start/stop, synchronizing, generator kW load sharing, generator kVAR load sharing, generator loading/unloading, load shed/add, and protective relaying.
- B. The EPS Automation and Controls shall utilize distributed processing technology to maximize system reliability and fault tolerance. The distributed processing control system shall include a separate automation controller on each generator.
- C. The EPS Controls shall consist of the following
 - 1. System Control Panel – designed to start, synchronize and control engine generator sets 1, 2 and 3, as well as, overall system monitoring and control.
- D. The EPS Automation and Controls shall be by the same manufacturer as the new generator set. It shall be furnished with the generator sets by the EPSS as a total coordinated and integrated system.

2.10 EMERGENCY POWER SYSTEM (EPS) AUTOMATION FEATURES

- A. The EPS Automation and Controls shall consist of automation hardware and software required for the control of the Engine-Generator plant and associated individual Generator Main Circuit Breakers, as shown on the Contract drawings. The System shall include all Processors, Supervisory Network and all ancillary control equipment within

the controller necessary to automatically execute the specified Functional Sequence of Operations.

2.11 EPS PARALLELING SYSTEM CONTROLLER

- A. A system controller shall provide full digital integration with the generator controllers. The system controller shall utilize standard hardware and firmware manufactured by the generator supplier.
- B. The system controller will provide an operator display to provide intuitive access to users showing pertinent system status information for each generator set.
- C. The operating communications for the system controllers shall utilize redundant Ethernet A & B Networks sources – There shall be an A & B Ethernet network between each system controller. In the event of failure on one network, the back network shall allow communications between the generator set.
- D. The system controller shall provide a sequence of at least 2 loading steps and 2 load shedding steps to manage facility loads. These outputs shall be programmable to actuate based on the number and size of generators providing power to the emergency bus. The steps shall include a programmable time delay between each step. The load shedding outputs shall operate in a similar manner. The system controller shall include programmability to preclude load shed commands taking effect if the load at the time any generator would go off line is within the reliable limits of the remaining capacity.
- E. The system controller and digital communications architecture shall enhance system operation by high speed data management to provide Isochronous speed output, balanced load sharing of kW and kVAR, but shall not be indispensable for the individual generator controllers to otherwise synchronize and operate in parallel automatically to a utility power outage.
- F. In the event of failure of communications and or the system controller, the generators shall automatically start utilizing a two-wire start contact from the transfer switch or by any other similar remote command. The generators shall automatically parallel together, energizing the generator bus. The generator controllers shall manage load sharing to equal values between the units.
- G. Typical / Normal Sequence of Operation
 1. Upon the failure of utility power, each automatic transfer switch (ATS) provides a two-wire start signal to the system controller. As generators start, each generator controller reports data to the system controller. The system controller evaluates and commands generator controller activity to synchronously close to the bus.
 2. As soon as power appears on the generator bus, power is supplied to the transfer switch, it shall transfer upon permission from plant PLC.
 3. The system controller evaluates the generator capacity available as each generator closes to the bus.

4. The system controller now provides permission to the PLC to allow the additional motor loads connect to generator power. The system controller will operate load shed outputs to the PLC based on the diminished number of generators/capacity on-line to the bus as the connected load requirements are programmed. Load shedding is done signal to the plant PLC over the Modbus RS485 serial.
5. Load demand: The controllers shall allow for load add and load demand. Provide an adjustable minimum bus kw setpoint with time delay that will allow units to drop offline and cooldown should the bus kw fall below setpoint. The system controller shall also be user programmable to bring additional generators on as required. Provide functionality for the plant PLC to allow signaling of the units in load demand to restart and connect to the bus.
6. Once utility power has returned, and all the two-wire start signals have been released from the ATS's, the generator breakers shall open while they run in a cool down mode. Each generator's electrically operated breaker will promptly open on removal of the remote start command.

2.12 EPS AUTOMATION & CONTROLS ENVIRONMENTAL SPECIFICATIONS

- A. The EPS Automation and Control System shall meet or exceed the following environmental requirements:
 1. Control Power – 18 to 40 Vdc (24 Vdc nominal)
 2. Operating Temperature – 40C to- 70° C
 3. Humidity – 5 – 95% non-condensing

2.13 CONTROLLER INTERFACE

- A. EPS Automation interface shall be via controllers with the following characteristics:
 1. 15" (diagonal), controller.
 2. Display shall have a minimum resolution of 480x230 pixels and provided with back light.
 3. Operator and configuration screens shall be contained in non-volatile memory.
 4. Controller shall utilize intuitive navigation through associated screens.

2.14 CONTROLLER SCREEN LISTING

- A. The EPS Automation shall provide the following screens. The screens shall provide all of the information, metering, control, annunciators settings and indications listed below:
 1. Main Menu Screen with a complete listing of major screens.
 2. System Overview Screen with a dynamic graphic display of the electrical one line.

3. System Control Screen.
4. System Metering Screen with graphical presentation of all functions.
5. System Settings Screen.
6. Generator Control Screen for each generator.
7. Generator Metering Screen for each generator with graphical presentation of all functions specified.
8. Generator Settings Screen.
9. Generator Load Shed Control Screen.
10. Annunciator Menu Screen - system Annunciation Screen that shall contain all of the Status, Lamp Test and Alarm points specified
11. Password Entry screen that shall contain a numeric keypad for password entry.
12. Alarm Summary Screen that shall contain a time/date stamped System Alarm Summary.
13. Generator Demand Priority Control and Status Screen.

2.15 SCADA INTERFACE

- A. The system shall allow interface with the EGID SCADA system.
- B. The interface shall be designed such that the SCADA or external user interface can in no way compromise the integrity or interfere with the critical operations of the EPS Control System.
- C. Interface to the EGID SCADA shall be via MODBUS RS-422/485 serial. Do not provide Modbus Ethernet for this site communications to plc

2.16 GENERATOR OVERCURRENT, FAULT PROTECTION AND PARALLELING SWITCH

- A. Generator Main Circuit Breaker: Molded-case, electronic-trip type; 100 percent rated; complying with UL 489. Breaker shall be electrically operated for paralleling application.
 1. Tripping Characteristics: Adjustable long-time and short-time delay and instantaneous.
 2. Trip Settings: Selected to coordinate with generator thermal damage curve.
 3. Shunt Trip: The breaker will function as a redundant tripping device in the system. If the paralleling switch fails to open, the generator breaker will be shunt tripped.

4. Auxiliary Contact: The controller shall immediately alarm if at any time the circuit breaker is not closed and the controller is placed into an auto condition for use
 5. Mounting: Adjacent to or integrated with control and monitoring panel.
 6. The line side connections are to feed from the alternator, and the load side of the breaker shall feed a paralleling switch.
- B. Each generator shall include an electrically operated 100% rated circuit breaker. The circuit breaker in its enclosure shall be rated "Suitable for use as Service Equipment" The generator paralleling breaker shall be mounted in the generator connection box, providing factory installation and UL2200 benefit. Hi Cycle contactors are not an acceptable substitute for and electrically operated circuit breaker.
- C. Provide the following adjustable generator protection parameters for each generator set:
- Generator phase sequence
 - Over/Under voltage (27/59)
 - Over/Under frequency (81 O/U)
 - Reverse Power (kW) (32)
 - Reverse Reactive Power (kVAr) (32RV)
 - Overcurrent (50/51)
 - Current Balance (46)

2.17 ALTERNATOR AND EXCITATION

- A. Comply with NEMA MG 1.
- B. The alternator shall support 705 skVA with a maximum voltage dip of 15%.
- C. The alternator shall have a single, sealed bearing design. The rotor shall be connected to the engine flywheel using flexible drive disks. The stator shall be direct connected to the engine to provide permanent alignment.
- D. The alternator shall be a 4 pole, revolving field, stationary armature, synchronous machine. The excitation system shall utilize a brushless exciter with a three phase full wave rectifier assembly protected against abnormal transient conditions by a surge protector.
- E. The alternator shall include a permanent magnet generator (PMG or AREP) for excitation support. The system shall supply a minimum short circuit support current of 300% of the rating for 10 seconds.

- F. The alternator shall meet temperature rise standards of UL2200 (120 degrees C). The insulation system material shall be class "H" capable of withstanding 105 degrees C temperature rise.
- G. Stator-Winding Leads: Three phase alternators shall be 12 lead, broad range capable of supporting voltage reconnection. All leads must be extended into a NEMA 1 connection box for termination. A fully rated, isolated neutral connection shall be provided.
- H. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- I. Enclosure: Drip proof.
- J. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point. Stator heater shall be interlocked to prevent operation while generator is running.
- K. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- L. Subtransient Reactance: 12 percent, maximum.
- M. The alternator shall be protected against overloads and short circuit conditions by advanced control panel protective functions. The control panel is to provide a time current algorithm that protects the alternator against short circuits. To ensure precision protection and repeatable trip characteristics, these functions must be implemented electronically in the generator control.
- N. A tropical coating shall also be applied to the alternator windings to provide additional protection against the entrance of moisture, and bombardment of airborne grit and dust during operation

2.18 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Vandal-resistant, weatherproof steel housing, wind resistant up to 100 mph. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.
- B. The enclosure shall be completely lined with sound deadening material. This material must be of a self-extinguishing design.
- C. The enclosure shall utilize an upward discharging radiator hood.
- D. Structural Design and Anchorage: Comply with ASCE 7 for wind loads.
- E. Louvers: Equipped with bird screen arranged to permit air circulation when engine is not running while excluding birds and rodents.

- F. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.
- G. Sound level of enclosure shall not exceed 75 dba at 23 feet under full load

2.19 ACCESS PLATFORM

- A. Platform to generator control panel.
- B. Platform shall be as manufactured by REED TEAM MFG., Duragrip CAL OSHA compliant, #DGSS-COSHA4S, or equal.

2.20 VIBRATION ISOLATION DEVICES

- A. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint.
 - 1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to wind loads or if weight is removed; factory-drilled baseplate bonded to 1/4-inch thick, elastomeric isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
 - 2. Outside Spring Diameter: Not less than 80 percent of compressed height of the spring at rated load.
 - 3. Minimum Additional Travel: 50 percent of required deflection at rated load.
 - 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 - 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.21 FINISHES

- A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

2.22 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 - 1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.
- B. Project-Specific Equipment Tests: Before shipment, factory test engine-generator set and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:

1. Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.
2. Full load run.
3. Maximum power.
4. Voltage regulation.
5. Transient and steady-state governing.
6. Single-step load pickup.
7. Safety shutdown.
8. Provide 14 days' advance notice of tests and opportunity for observation of tests by Owner's representative.
9. Report factory test results within 10 days of completion of test.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas, equipment bases, and conditions, with Installer present, for compliance with requirements for installation and other conditions affecting packaged engine-generator performance.
- B. Examine roughing-in of piping systems and electrical connections. Verify actual locations of connections before packaged engine-generator installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.
- B. Install packaged engine generator to provide access, without removing connections or accessories, for periodic maintenance.
- C. Install packaged engine generator with restrained spring isolators having a minimum deflection of 1 inch on 4 inch high concrete base. Secure sets to anchor bolts installed in concrete bases.
- D. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.

3.3 CONNECTIONS

- A. Ground equipment according to Division 16 Section "Grounding and Bonding."

- B. Connect wiring according to Division 16 Section "Conductors and Cables."

3.4 IDENTIFICATION

- A. Identify system components according to Division 16 Section "Electrical Identification."

3.5 FIELD QUALITY CONTROL

- A. **Manufacturer's Field Service:** Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.

- B. Perform tests and inspections and prepare test reports.

- 1. **Manufacturer's Field Service:** Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

- C. **Tests and Inspections:**

- 1. Perform tests recommended by manufacturer and each electrical test and visual and mechanical inspection for "AC Generators and for Emergency Systems" specified in NETA Acceptance Testing Specification. Certify compliance with test parameters.

- 2. **Additional testing:**

- a. **NFPA 110 Acceptance Tests:** Perform tests required by NFPA 110 that are additional to those specified herein.
- b. Perform single-step full-load pickup test.
- c. Reference Specification 16080 for additional requirements.

- 3. **Battery Tests:** Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.

- a. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.
- b. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.
- c. Verify acceptance of charge for each element of the battery after discharge.
- d. Verify that measurements are within manufacturer's specifications.

- 4. **Battery-Charger Tests:** Verify specified rates of charge for both equalizing and float-charging conditions.

5. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
 6. Exhaust Emissions Test: Comply with applicable government test criteria.
 7. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.
 8. Paralleling load sharing test: Apply 500 kw to the system via load bank, start each unit individually to verify load sharing application and rejection.
 9. Noise Level Tests: Measure A-weighted level of noise emanating from generator-set installation, including engine exhaust and cooling-air intake and discharge, at four locations on the property line as determined by the engineer, and compare measured levels with required values.
 10. Provide oil testing after successful load test and commissioning to set base line for 1-year oil analysis.
- D. Provide a 4 hour full load test of complete generator system with portable load banks. Load test shall be witness by Engineer, at his option.
 - E. Coordinate tests with tests for transfer switches and run them concurrently.
 - F. Test instruments shall have been calibrated within the last 12 months, traceable to standards of NIST, and adequate for making positive observation of test results. Make calibration records available for examination on request.
 - G. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - H. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 - I. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
 - J. Remove and replace malfunctioning units and retest as specified above.
 - K. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
 - L. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

3.7 FUEL SUPPLY

- A. Contractor shall supply all fuel required for testing and use during construction. Contractor shall completely fill the fuel system at substantial completion.

END OF SECTION

**SECTION 16415
TRANSFER SWITCHES**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.
- B. Division 16 Section "Packaged Engine Generator".

1.2 SUMMARY

- A. This Section includes transfer switches rated 600 V and less, including the following:
 - 1. Service entrance rated automatic transfer switches.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, weights, operating characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Dimensioned plans, elevations, sections, and details showing minimum clearances, conductor entry provisions, gutter space, installed features and devices, and material lists for each switch specified.
 - 1. Single-Line Diagram: Show connections between transfer switch, bypass/isolation switch, power sources, and load; and show interlocking provisions for each combined transfer switch and bypass/isolation switch.
- C. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Operation and Maintenance Data," include the following:
 - 1. Features and operating sequences, both automatic and manual.
 - 2. List of all factory settings of relays; provide relay-setting and calibration instructions, including software, where applicable.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Maintain a service center capable of providing training, parts, and emergency maintenance repairs within a response period of less than eight hours from time of notification.
- B. Source Limitations: Obtain automatic transfer switches through one source from a single manufacturer.

- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with NEMA ICS 1.
- E. Comply with NFPA 70.
- F. Comply with NFPA 110.
- G. Comply with UL 1008 unless requirements of these Specifications are stricter.

1.5 PROJECT CONDITIONS

- A. Rate equipment for continuous operation under the following conditions unless otherwise indicated:
 - 1. Ambient Temperature: Not exceeding 104 degrees F.
 - 2. Altitude: Not exceeding 3300 feet.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Contactor Transfer Switches:
 - a. ABB.
 - b. Caterpillar. Inc.
 - c. Siemens/Russ Electric.
 - d. Eaton Corporation.
 - e. Emerson; ASCO Power Technologies, LP.
 - f. GE Zenith Controls.

2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS

- A. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.
- B. Tested Fault-Current Closing and Withstand Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.

1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
- C. Solid-State Controls: Repetitive accuracy of all settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 degrees C.
- D. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.41. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.
- E. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism, mechanically and electrically interlocked in both directions.
- F. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
1. Switch Action: Double throw; mechanically held in both directions.
 2. Contacts: Silver composition or silver alloy for load-current switching. Conventional automatic transfer-switch units, rated 225 A and higher, shall have separate arcing contacts.
- G. Neutral Terminal: Solid and fully rated, unless otherwise indicated.
- H. Oversize Neutral: Ampacity and switch rating of neutral path through units indicated for oversize neutral shall be double the nominal rating of circuit in which switch is installed.
- I. Heater: Equip switches exposed to outdoor temperatures and humidity, and other units indicated, with an internal heater. Provide thermostat within enclosure to control heater.
- J. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, either by color-code or by numbered or lettered wire and cable tape markers at terminations. Color-coding and wire and cable tape markers are specified in Division 16 Section "Electrical Identification."
1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
 2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
 3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.

- K. Enclosures: General-purpose NEMA 250, Type 3R, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.3 CONTACTOR-TYPE AUTOMATIC TRANSFER SWITCHES

- A. Comply with Level 1 equipment according to NFPA 110.
 - 1. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - 2. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components are unacceptable.
 - 3. Switch Action: Double throw; mechanically held in both directions.
 - 4. Contacts: Silver composition or silver alloy for load-current switching. Contactor-style automatic transfer-switch units, rated 600 A and higher, shall have separate arcing contacts.
 - 5. Conductor Connectors: Suitable for use with conductor material and sizes.
 - 6. Material: Hard-drawn copper, 98 percent conductivity.
 - 7. Main and Neutral Lugs: Mechanical type.
 - 8. Ground Lugs and Bus-Configured Terminators: Mechanical type.
 - 9. Ground bar.
 - 10. Connectors shall be marked for conductor size and type according to UL 1008.

- B. Automatic Closed-Transition Transfer Switches: Connect both sources to load momentarily. Transition is controlled by programming in the automatic transfer-switch controller.
 - 1. Fully automatic make-before-break operation when transferring between two available power sources.
 - 2. Load transfer without interruption, through momentary interconnection of both power sources not exceeding 100 ms.
 - 3. Initiation of No-Interruption Transfer: Controlled by in-phase monitor and sensors confirming both sources are present and acceptable.
 - a. Initiation occurs without active control of generator.
 - b. Automatic transfer-switch controller takes active control of generator to match frequency, phase angle, and voltage.
 - c. Controls ensure that closed-transition load transfer closure occurs only when the two sources are within plus or minus 5 electrical degrees maximum, and plus or minus 5 percent maximum voltage difference.

4. Failure of power source serving load initiates automatic break-before-make transfer.
- C. Manual Switch Operation: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.
 - D. Manual Switch Operation: Unloaded. Control circuit automatically disconnects from electrical operator during manual operation.
 - E. Electric Non Automatic Switch Operation: Electrically actuated by push buttons designated "Normal Source" and "Alternative Source." Switch shall be capable of transferring load in either direction with either or both sources energized
 - F. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.
 - G. Service-Rated Transfer Switch:
 1. Comply with UL 869A and UL 489.
 2. Provide terminals for bonding the grounding electrode conductor to the grounded service conductor.
 3. In systems with a neutral, the bonding connection shall be on the neutral bus.
 4. Provide removable link for temporary separation of the service and load grounded conductors.
 5. Service Disconnecting Means: Externally operated, manual mechanically actuated.
 - H. Automatic Transfer-Switch Features:
 1. Controller operates through a period of loss of control power.
 2. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
 3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
 4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on

loss of voltage or sustained under-voltage of emergency source, provided normal supply has been restored.

5. Test Switch: Simulate normal-source failure.
6. Switch-Position Pilot Lights: Indicate source to which load is connected.
7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.
 - a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
 - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
8. Source Available Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each source, rated 10 A at 240-V ac.
9. Switch Position Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
10. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
11. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
12. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
13. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
 - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
 - b. Push-button programming control with digital display of settings.
 - c. Integral battery operation of time switch when normal control power is not available.

2.4 MOLDED-CASE-TYPE AUTOMATIC TRANSFER SWITCHES

- A. Comply with Level 1 equipment according to NFPA 110.

- B. Transfer Switches Based on Molded-Case-Switch Components: Comply with UL 489 and UL 869A.
- C. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.
 - 1. Switch Action: Double throw; mechanically held in both directions.
 - 2. Contacts: Silver composition or silver alloy for load-current switching.
 - 3. Conductor Connectors: Suitable for use with conductor material and sizes.
 - 4. Material: Hard-drawn copper, 98 percent conductivity.
 - 5. Main and Neutral Lugs: Mechanical type.
 - 6. Ground Lugs and Bus-Configured Terminators: Mechanical type.
 - 7. Ground bar.
 - 8. Connectors shall be marked for conductor size and type according to UL 1008.
- D. Automatic Closed-Transition Transfer Switches: Connect both sources to load momentarily. Transition is controlled by programming in the automatic transfer-switch controller.
 - 1. Fully automatic make-before-break operation when transferring between two available power sources.
 - 2. Load transfer without interruption, through momentary interconnection of both power sources not exceeding 100 ms.
 - 3. Initiation of No-Interruption Transfer: Controlled by in-phase monitor and sensors confirming both sources are present and acceptable.
 - a. Initiation occurs without active control of generator.
 - b. Automatic transfer-switch controller takes active control of generator to match frequency, phase angle, and voltage.
 - c. Controls ensure that closed-transition load transfer closure occurs only when the two sources are within plus or minus 5 electrical degrees maximum, and plus or minus 5 percent maximum voltage difference.
 - 4. Failure of power source serving load initiates automatic break-before-make transfer.
- E. Manual Switch Operation: Under load, with door closed and with either or both sources energized. Transfer time is same as for electrical operation. Control circuit automatically disconnects from electrical operator during manual operation.

- F. Manual Switch Operation: Unloaded. Control circuit automatically disconnects from electrical operator during manual operation.
- G. Electric Non Automatic Switch Operation: Electrically actuated by push buttons designated "Normal Source" and "Alternative Source." Switch shall be capable of transferring load in either direction with either or both sources energized
- H. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval is adjustable from 1 to 30 seconds.
- I. Service-Rated Transfer Switch:
 - 1. Comply with UL 869A and UL 489.
 - 2. Provide terminals for bonding the grounding electrode conductor to the grounded service conductor.
 - 3. In systems with a neutral, the bonding connection shall be on the neutral bus.
 - 4. Provide removable link for temporary separation of the service and load grounded conductors.
 - 5. Service Disconnecting Means: Externally operated, manual mechanically actuated.
- J. Automatic Transfer-Switch Features:
 - 1. Controller operates through a period of loss of control power.
 - 2. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage is adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
 - 3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
 - 4. Time Delay for Retransfer to Normal Source: Adjustable from 0 to 30 minutes, and factory set for 10 minutes to automatically defeat delay on loss of voltage or sustained under-voltage of emergency source, provided normal supply has been restored.
 - 5. Test Switch: Simulate normal-source failure.
 - 6. Switch-Position Pilot Lights: Indicate source to which load is connected.
 - 7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.

- a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
 - b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."
8. Source Available Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each source, rated 10 A at 240-V ac.
 9. Switch Position Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.
 10. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
 11. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
 12. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
 13. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods are adjustable from 10 to 30 minutes. Factory settings are for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:
 - a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
 - b. Push-button programming control with digital display of settings.
 - c. Integral battery operation of time switch when normal control power is not available.

2.5 TRANSFER SWITCH ACCESSORIES

- A. Bypass/Isolation Switches:
 1. Source Limitations: Same manufacturer as transfer switch in which installed.
 2. Comply with requirements for Level 1 equipment according to NFPA 110.
 3. Description: Manual type, arranged to select and connect either source of power directly to load, isolating transfer switch from load and from

both power sources. Include the following features for each combined automatic transfer switch and bypass/isolation switch:

- a. Means to lock bypass/isolation switch in the position that isolates transfer switch with an arrangement that permits complete electrical testing of transfer switch while isolated. Interlocks shall prevent transfer-switch operation, except for testing or maintenance, while automatic transfer switch is isolated.
 - b. Provide means to make power available to transfer-switch control circuit for testing and maintenance purposes.
 - c. Drawout Arrangement for Transfer Switch: Provide physical separation from live parts and accessibility for testing and maintenance operations. Transfer switch and bypass/isolation switch shall be in isolated compartments.
 - d. Transition: Provide closed-transition operation when transferring from main transfer switch to bypass/isolation switch on the same power source.
 - e. Transition: Provide open-transition operation when transferring between power sources.
 - f. Bypass/Isolation Switch Current, Voltage, Closing, and Short-Circuit Withstand Ratings: Equal to or greater than those of associated automatic transfer switch, and with same phase arrangement and number of poles.
 - g. Contact temperatures of bypass/isolation switches shall not exceed those of automatic transfer-switch contacts when they are carrying rated load.
 - h. Manual Control: Constructed so load bypass and transfer-switch isolation can be performed by one person in no more than two operations in 15 seconds or less. Operating handles shall be externally operated.
 - i. Automatic and Nonautomatic Control: Automatic transfer-switch controller shall also control the bypass/isolation switch.
 - j. Legend: Manufacturer's standard legend for control labels and instruction signs shall describe operating instructions.
 - k. Maintainability: Fabricate to allow convenient removal of major components from front without removing other parts or main power conductors.
4. Interconnection of Bypass/Isolation Switches with Automatic Transfer Switches: Factory-installed copper bus bars; plated at connection points and braced for the indicated available short-circuit current.

2.6 SOURCE QUALITY CONTROL

- A. Factory test and inspect components, assembled switches, and associated equipment. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Design each fastener and support to carry load indicated by seismic requirements.
- B. Identify components according to Division 16 Section "Electrical Identification."
- C. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

3.2 CONNECTIONS

- A. Wiring to Remote Components: Match type and number of cables and conductors to control and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.
- B. Ground equipment according to Division 16 Section "Grounding and Bonding."
- C. Connect wiring according to Division 16 Section "Conductors and Cables."

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- B. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installation, including connections, and to assist in testing.
 - 2. After installing equipment and after electrical circuitry has been energized, test for compliance with requirements.
 - 3. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 4. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and

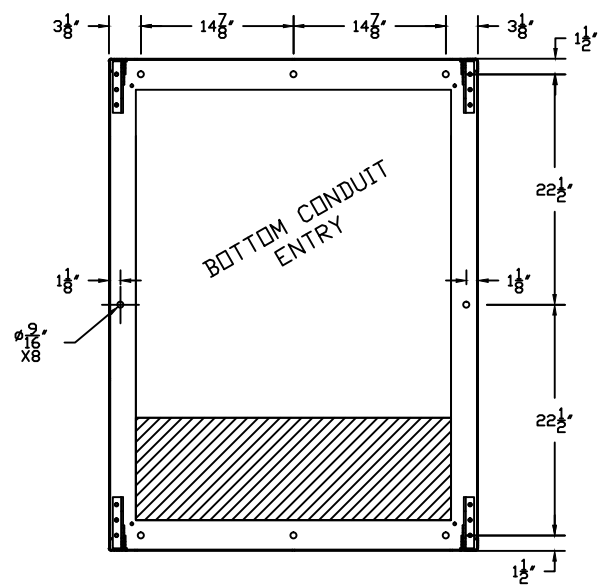
control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.

- a. Check for electrical continuity of circuits and for short circuits.
 - b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
 - c. Verify that manual transfer warnings are properly placed.
 - d. Perform manual transfer operation.
5. After energizing circuits, demonstrate interlocking sequence and operational function for each switch at least three times.
- a. Simulate power failures of normal source to automatic transfer switches and of emergency source with normal source available.
 - b. Simulate loss of phase-to-ground voltage for each phase of normal source.
 - c. Verify time-delay settings.
 - d. Verify pickup and dropout voltages by data readout or inspection of control settings.
 - e. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for 1 pole deviating by more than 50 percent from other poles.
 - f. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.
- C. Coordinate tests with tests of generator and run them concurrently.
- D. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- E. Remove and replace malfunctioning units and retest as specified above.

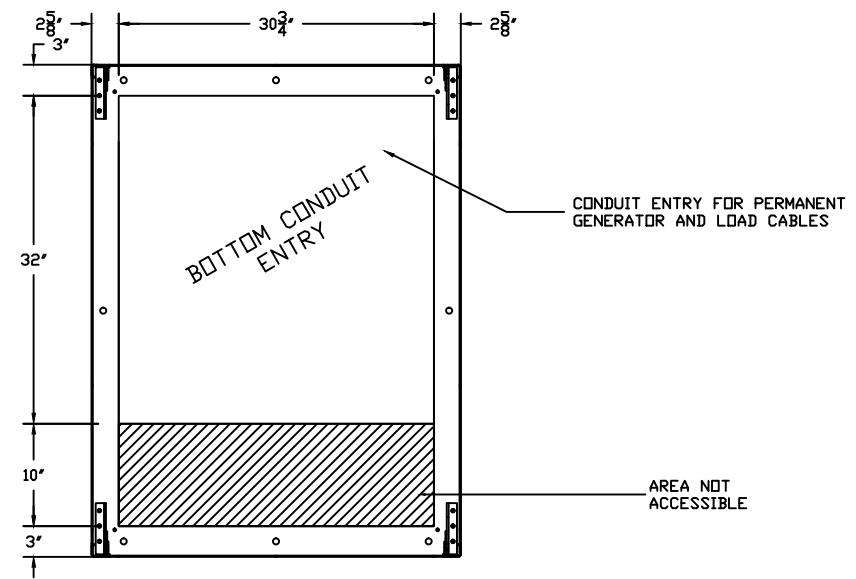
3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment as specified below.
- B. Coordinate training with sections 16231.

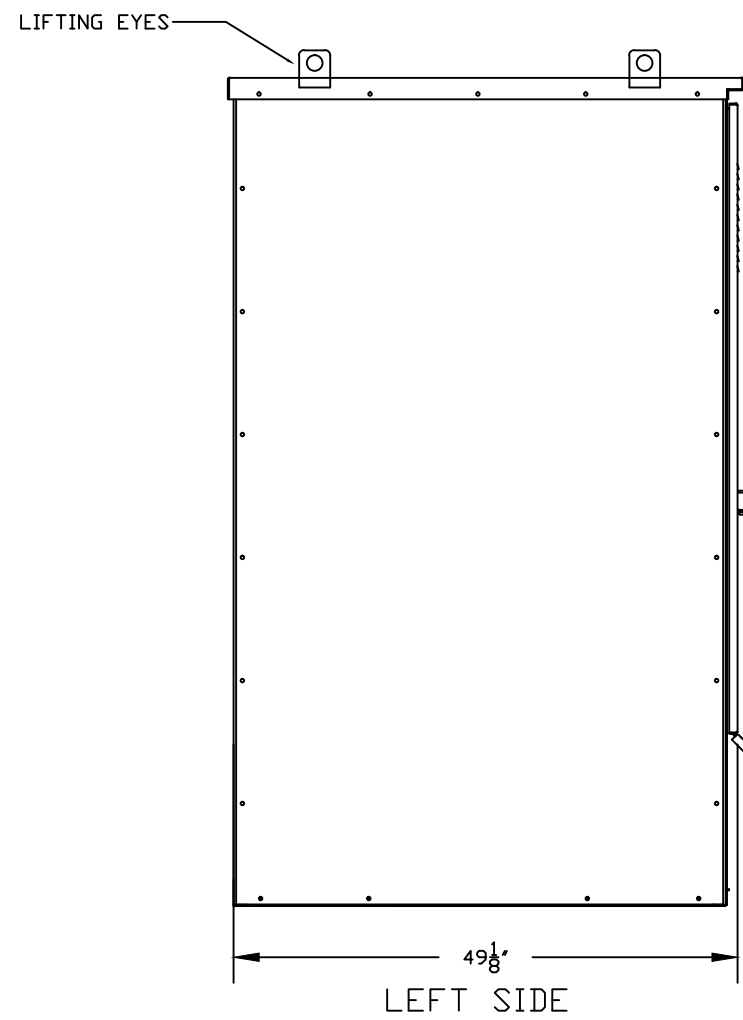
END OF SECTION



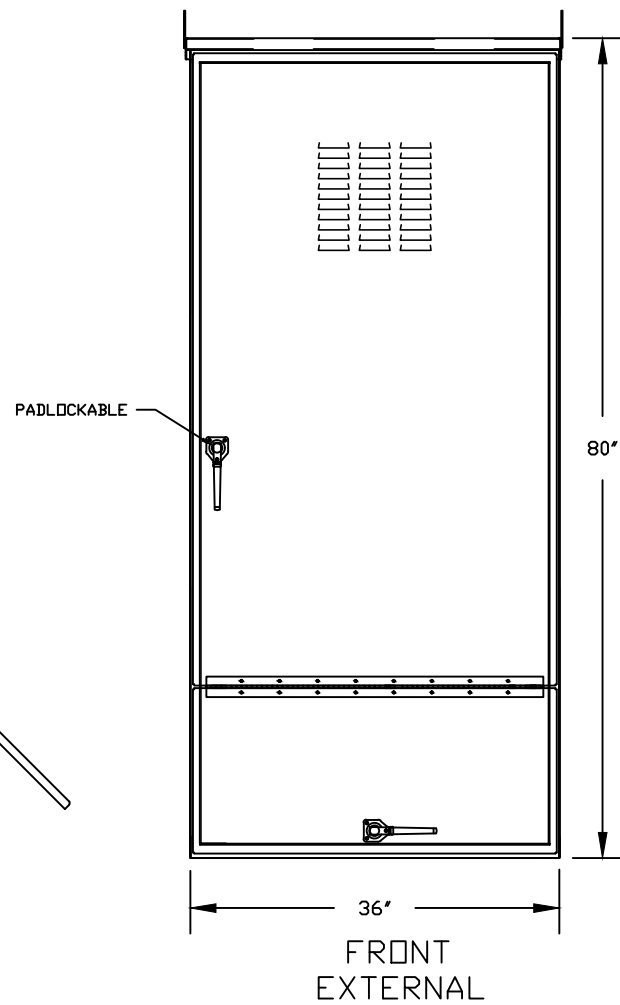
ANCHORING



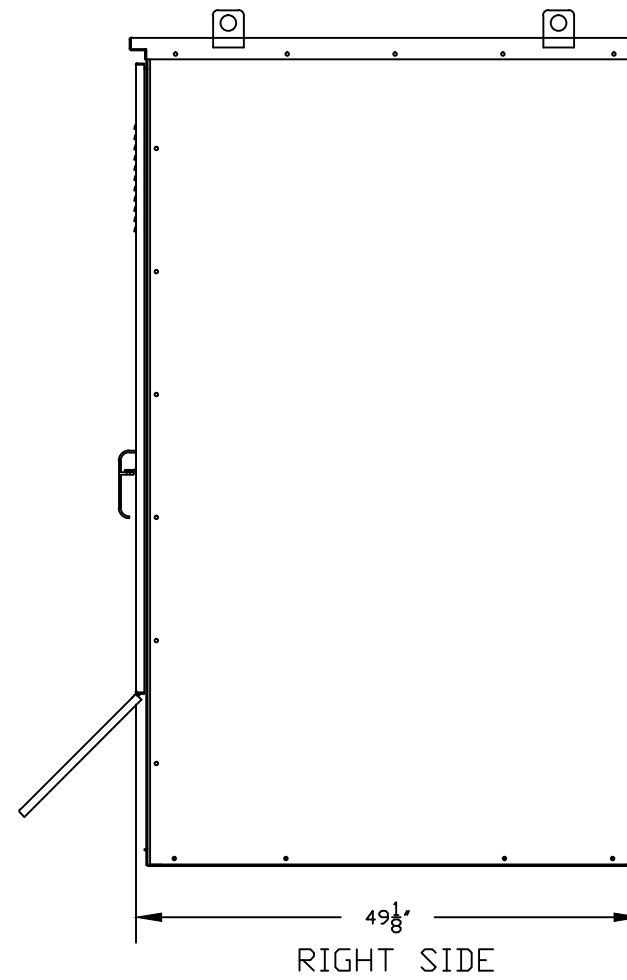
BOTTOM CONDUIT ENTRY



LEFT SIDE

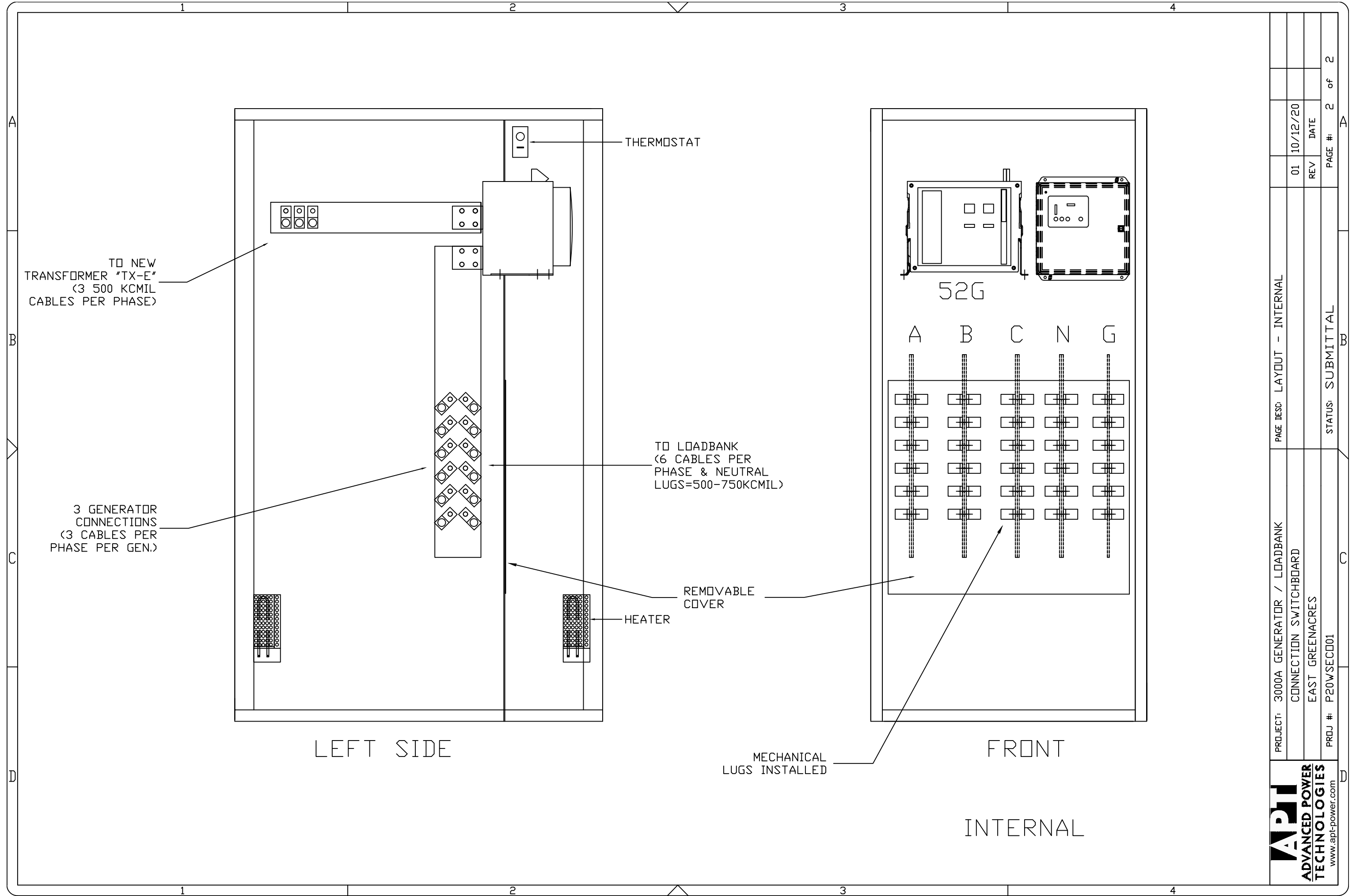


FRONT EXTERNAL



RIGHT SIDE

| | | | | | | |
|--|-------------------------------------|------------------------------|---------|----------------|-----------|------|
| | PROJECT: 3000A GENERATOR / LOADBANK | PAGE DESC: LAYOUT - EXTERNAL | REV: 01 | DATE: 10/12/20 | PAGE #: 1 | of 2 |
| | CONNECTION SWITCHBOARD | | REV | DATE | | |
| | EAST GREENACRES | | | | | |
| | PROJ #: P20WSEC001 | STATUS: SUBMITTAL | | | | |



TO NEW TRANSFORMER "TX-E"
(3 500 KCMIL CABLES PER PHASE)

3 GENERATOR CONNECTIONS
(3 CABLES PER PHASE PER GEN.)

THERMOSTAT

TO LOADBANK
(6 CABLES PER PHASE & NEUTRAL
LUGS=500-750KCMIL)

REMOVABLE COVER

HEATER

MECHANICAL LUGS INSTALLED

52G

A B C N G

LEFT SIDE

FRONT

INTERNAL

| | | | |
|--|------------------------------|---------------------------|-------------------|
| PROJECT: 3000A GENERATOR / LOADBANK CONNECTION SWITCHBOARD EAST GREENACRES PRD# : P20WSEC001 | PAGE DESC: LAYOUT - INTERNAL | REV: 01 DATE: 10/12/20 | PAGE #: 2 of 2 |
| | | STATUS: SUBMITTAL | |



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ALN: 572 Rev. 01

Paralleled Generator Protection



Figure 1: APT GenProtect-P with Multiple Paralleled Generators and Main Bus



Figure 2: 500kW, 480V, 800A Paralleled Generators Disconnect & Output Protection Insulated Case Circuit Breakers and load take-off



Figure 3: On Section of GenProtectP Front View showing Insulated Case Circuit Breaker

Protection for Multiple Paralleled Generators with Optional Distribution

- ⦿ The most powerful, all in one solution to your paralleled generator power distribution needs
- ⦿ The GenProtectP-Series can be custom configured to accommodate connection of any number of permanent generators with on board paralleling controls
- ⦿ With the option to connect paralleled generator(s) via mechanical main lugs only to one large circuit breaker, or the flexibility in customization to provide a manually operated circuit breaker based disconnect for each generator to a common bus, it makes this the best solution to providing safe, protected power distribution no matter the system protection requirements
- ⦿ Available in NEMA 1 for integration into a generator enclosure or NEMA 3R for centralized outdoor mounting
- ⦿ NEC 2017 requires a method of Energy Reduction Maintenance Mode which adds cost to the overall system for operator safety. This feature is optional when used in conjunction with appropriate engine generator controller settings no matter the circuit breaker size to provide superior protection at an affordable price
- ⦿ Designed to fully support all paralleled generator controllers including
 - CAT EMCP 4.4
 - Cummins Power Command
 - Deep Sea
 - Woodward
 - And more!

Paralleled Generator Protection



Figure 4: 1.3MW, 480V, 2000A Generator Disconnect & Output Protection Molded Case Circuit Breaker NEMA 1 Enclosure with Window Kit



Figure 5: Remote Engine Control Panel



Figure 6: 2MW, 480V, 3000A Generator Output Protection Insulated Case Circuit Breaker NEMA 1 Enclosure Floor Standing Panel Door Open Side View

Floor Standing Output & Distribution Protection

- ⊙ Application Voltages:
 - 480V, 600V, 120V/208V (3Ø)
 - 120V/240V (2Ø)
- ⊙ Your Choice of Circuit Breakers:
 - UL® 489 or UL® 1066 Listed
 - Interrupting Rating:
 - 18kA – 200kA @ 480V_{AC}
 - Molded Case Circuit Breakers:
 - Available up to 3000A
 - 80% or 100% Rated
 - Fixed Mounted, Drawout, or Plug-In
 - Insulated Case Circuit Breakers:
 - Available from 800A up to 4000A+
 - Manually Operated
 - Electrically Operated with Motor Operator Add-on
 - 100% Rated
 - Fixed or Drawout Mounted
- ⊙ Cable Connections from Generator:
 - (≥1200A) circuit breaker lug terminations
- ⊙ Circuit Breaker Trip Units:
 - Thermal Magnetic
 - Basic Electronic
 - LI – Adjustable long time, instantaneous trip settings
 - LSI – Adjustable long & short time, instantaneous trip settings
 - LSIG – Adjustable long & short time, instantaneous trip settings, with ground fault trip settings
 - LSIA – Ground Fault Indication – Bell Alarm, No Trip
- ⊙ Breaker position Aux Contacts (“a” and “b”)
- ⊙ Shunt Trip
- ⊙ Time Delayed Trip

Distribution Protection Sections



Figure 7: 1 MW, 480V, 1600A Generator Disconnect & Output Protection Molded Case Circuit Breaker with Front Removable Sheets



Figure 8: Remote Generator Start/Stop & Setpoints Panel



Figure 9: 500kW, 480V, 800A Generator Disconnect & Output Protection Insulated Case Circuit Breaker with Hinged T-hinged Front Door

Remote Generator Control & Feeder Protection

- ⊙ Installation Location & Enclosure
 - Carbon Steel NEMA 1 Floor Standing
 - ANSI 61 Gray or a variety of customer specified colors
 - Screw Removable Panel or T-latch Front Door allows circuit breaker bus and lug access
 - Your choice of cable entrance/exit locations
- ⊙ Neutral Busbar & Grounding Stud
- ⊙ Optional remote panel includes start and E-stop for control of generator adjustable setpoint parameters with touchscreen HMI to be mounted in a convenient & easy to access location
- ⊙ Each enclosure is manufactured to order based on the dimensions available in the generator house that it will be mounted in
- ⊙ Glastic or Metal Isolation Barriers Between Circuit Breakers Available Upon Request
- ⊙ NEC 695 Compliant Fire Pump Connection
 - Segregation & isolation from generator output/distribution protection circuit breakers
 - Fire pump overcurrent protection connects directly to the generator
- ⊙ Kirk Key Interlocking available to prevent inadvertent paralleling of two sources
- ⊙ Control Power
 - 12/24VDC from Engine starting batteries
 - 120VAC Customer Supplied

Temporary Generator or Load Bank Connection



Figure 10: Quick Connect Section

Figure 11: Inside GQC Section

Integrated Generator / Load Bank Quick Connection

- ⦿ Add the ability to connect load bank your gensets or add temporary power to your distribution system to provide power to your feeders via integrated Generator Quick Connection when permanent generator power is unavailable
- ⦿ Backup your ability to feed loads manually via temporary generator connection.
- ⦿ Per NEC 700.3, temporary generator connection applications require either mechanical or electrical interlocking of the power sources to safely prevent the inadvertent paralleling of the normal & emergency power sources:
 - Service Entrance Rated Manual Transfer Switchboard (two integrated keys)
 - Utility service entrance circuit breaker with mechanical key interlock
 - Temporary generator circuit breaker with mechanical key interlock
 - Temporary Generator Connection Only
 - External service main no temporary generator circuit breaker protection
 - One integrated mechanical key interlock, one ship loose with mechanical key interlock for installation on facility service main
- Multiple generators or feeders circuit breaker sections (multiple mechanical key interlocks, transfer block)
- ⦿ Operation sequence without the interlocking of sources is available for systems that achieve NEC 700.3 source interlocking externally
- ⦿ Loadbank connection only applications
 - Easily connects a temporary loadbank to a facility's permanent generator(s)
 - Utilizes female cam-lok type receptacles
 - Does not require the use of interlocking
 - Circuit breaker and monitoring options available
- ⦿ Integrated Generator & Loadbank Quick Connection
 - Integrates male & female cam-loks into one unit for all your temporary connection needs in one location
 - Dual-purpose termination cabinet allows for safe and clean connection of a portable temporary generator or loadbank for permanent generator load testing

Typical GenProtect Applications

Power Distribution Only



Figure 16: Single Generator Disconnect & Output Protection

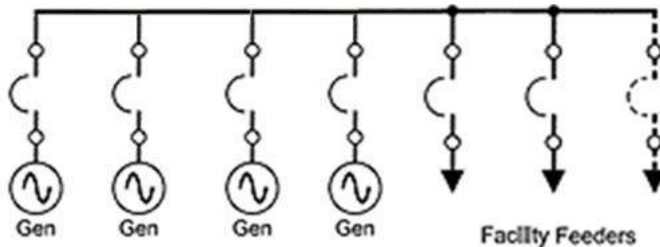


Figure 17: Multiple Paralleled Generator Disconnect & Output Distribution Protection

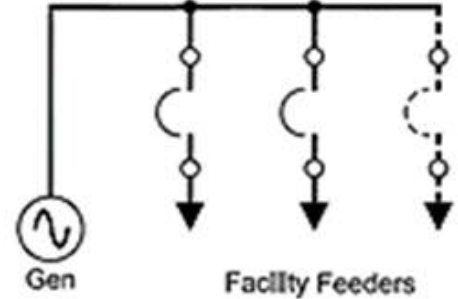


Figure 18: Single Generator Disconnect & Output Protection with Distribution Feeders

Power Distribution with Fire Pump Protection

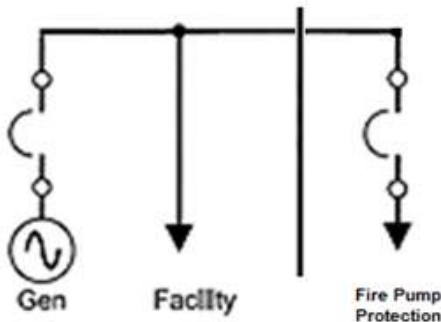


Figure 19: Single Generator Disconnect & Output Protection with Fire Pump Protection

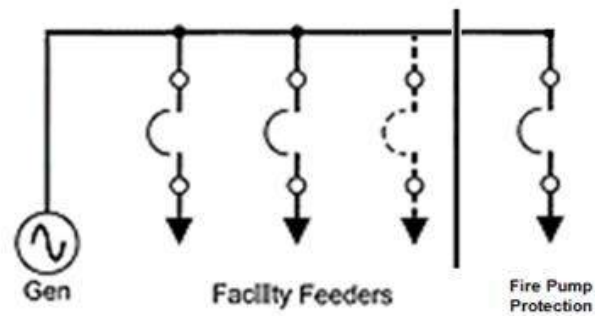


Figure 20: Single Generator Disconnect/Output Protection with Distribution Feeders, & Fire Pump Protection

About Advanced Power Technologies



Advanced Power Technologies (APT) is on the cutting edge of the latest engineered power system smart technologies, as it relates to microgrid & storage management, renewable & conventional energy source deployment, demand peak shaving, and facility back-up and co-generation power systems. Located in the central United States and headquartered in Lafayette, Indiana with solutions development engineers around the country, APT provides domestic and international products and services to industry leading companies from around the world. APT engineers have decades of power system experience from working with some of the largest companies in industry. Over the last two decades, we have produced successful solutions for hundreds of large-scale electric power projects involving utility/generator paralleling, transfer, peak shaving, and distribution. We pride ourselves in providing electrical power systems that are engineered and custom built, utilizing state-of-the-art technologies to fit our customer's exact needs. The core of our business is low & medium voltage engineered power systems for a wide range of indoor & outdoor applications, such as:

- ⦿ Utility(ies) and Generator(s) Paralleling/Transfer/Peak Shaving/Distribution Switchgear
- ⦿ Microgrids, Microgrid Master Control Panels, SCADA systems
- ⦿ Containerized Battery Energy Storage Systems (BESS)
- ⦿ Photovoltaic (PV) Solar Power Collection/Distribution & Renewable Energy Storage Systems
- ⦿ Low & High Resistance Grounding Systems, Grounding Systems for Photovoltaic Effective Grounding
- ⦿ High Efficiency Combined Heat and Power Switchgear & Control Systems (CHP, Co-generation)
- ⦿ Outdoor Walk-In Electrical Houses (E-Houses) & Skid-Mounted Switchgear
- ⦿ Motor Control Centers & Motor Control Switchgear
- ⦿ Automatic & Manual Load Transfer Switchgear
- ⦿ Bypass/Isolation & Power Distribution Circuit Breaker Switchboards
- ⦿ Generator/Loadbank Quick Connection Switchgear, Switchboards, & Tap Boxes
- ⦿ Industrial Control Panels

Please see our product webpages on www.appt-power.com for product brochures and relevant information. Actual products may look different from images shown on the website and in brochures, based on actual specifications.

APT cares and understands that each power system is different. We will evaluate various solutions to develop the best solution for a site. APT focuses on our ability to a combine several traditional pieces of equipment/functionality into as little of a footprint possible. This saves on space, the cost of equipment, cost of installation, and accomplishes the most optimal/state-of-the-art design your facilities. APT's desires to foster and grow a culture of continued open communication with each customer. Let APT be your source to provide fully engineered power system equipment solutions for the full customer facility on time, on or under budget, and in the smallest footprint possible. We are always available to assist customers and engineers representing customers in the development of complex power solutions for all facility types.

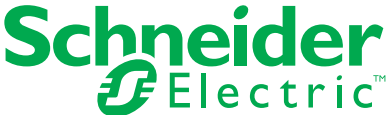
Masterpact™ NT and NW Universal Power Circuit Breakers

Catalog
0613CT0001 R05/15
2015
Class 0613



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Masterpact™ NT and NW Universal Power Circuit Breakers

Masterpact™ Circuit Breakers

UL File Numbers:

- Masterpact NW: E161835 Vol. 2 Sec. 1
- Masterpact NT: E161835 Vol. 2 Sec. 2

Features and Benefits

High Ampere Interrupting Rating (AIR): ANSI Certified Masterpact NW circuit breakers have an interrupting rating of 200,000 A at 508 Vac without fuses.

High Short-Time Current Rating: Masterpact NW circuit breakers have exceptional short-time ratings—up to 100,000 A.

100% Rated Circuit Breaker: Masterpact circuit breakers are designed for continuous operation at 100% of their current rating.

Reverse Fed Circuit Breaker: Masterpact circuit breakers can be fed either from the top of the circuit breaker or from the bottom.

Two-Step Stored Energy Mechanism: Masterpact circuit breakers are operated via a stored-energy mechanism which can be charged manually or by a motor. The closing time is less than five cycles. Closing and opening operations can be initiated by remote control or by push buttons on the circuit breaker front cover. An O–C–O cycle is possible without recharging.

Drawout or Fixed Mount, 3-Pole (3P) or 4-Pole (4P) Construction: ANSI Rated, UL Listed and IEC Rated Masterpact circuit breakers are available in drawout or fixed mounts, with either three-pole or four-pole construction.

Field-Installable Trip Units, Sensor Plugs and Accessories: Trip units, sensor plugs and most accessories are field installable with only the aid of a screwdriver and without adjusting the circuit breaker. The uniform design of the circuit breaker line allows most accessories to be common for the whole line.

Reinforced Insulation: Two insulation barriers separate the circuit breaker front from the current path.

Isolation Function by Positive Indication of Contact Status: The mechanical indicator is truly representative of the status of all the main contacts.

Segregated Compartment: Once the accessory cover has been removed to provide access to the accessory compartment, the main contacts remain fully isolated. Furthermore, interphase partitioning allows full insulation between each pole even if the accessory cover has been removed.

Front Connection of Secondary Circuits: All accessory terminals (ring terminals are available as an option) are located on a connecting block which is accessible from the front in the connected, test and disconnected positions. This is particularly useful for field inspection and modification.

Anti-Pumping Feature: All Masterpact NT and NW circuit breakers are designed with an anti-pumping feature that causes an opening order to always take priority over a closing order. Specifically, if opening and closing orders occur simultaneously, the charged mechanism discharges without any movement of the main contacts keeping the circuit breaker in the open (OFF) position.

In the event that opening and closing orders are simultaneously maintained, the standard mechanism provides an anti-pumping function which continues to keep the main contacts in the open position.

In addition, after fault tripping or opening the circuit breaker intentionally (using the manual or electrical controls and with the closing coil continuously energized) the circuit breaker cannot be closed until the power supply to the closing coil is discontinued and then reactivated.

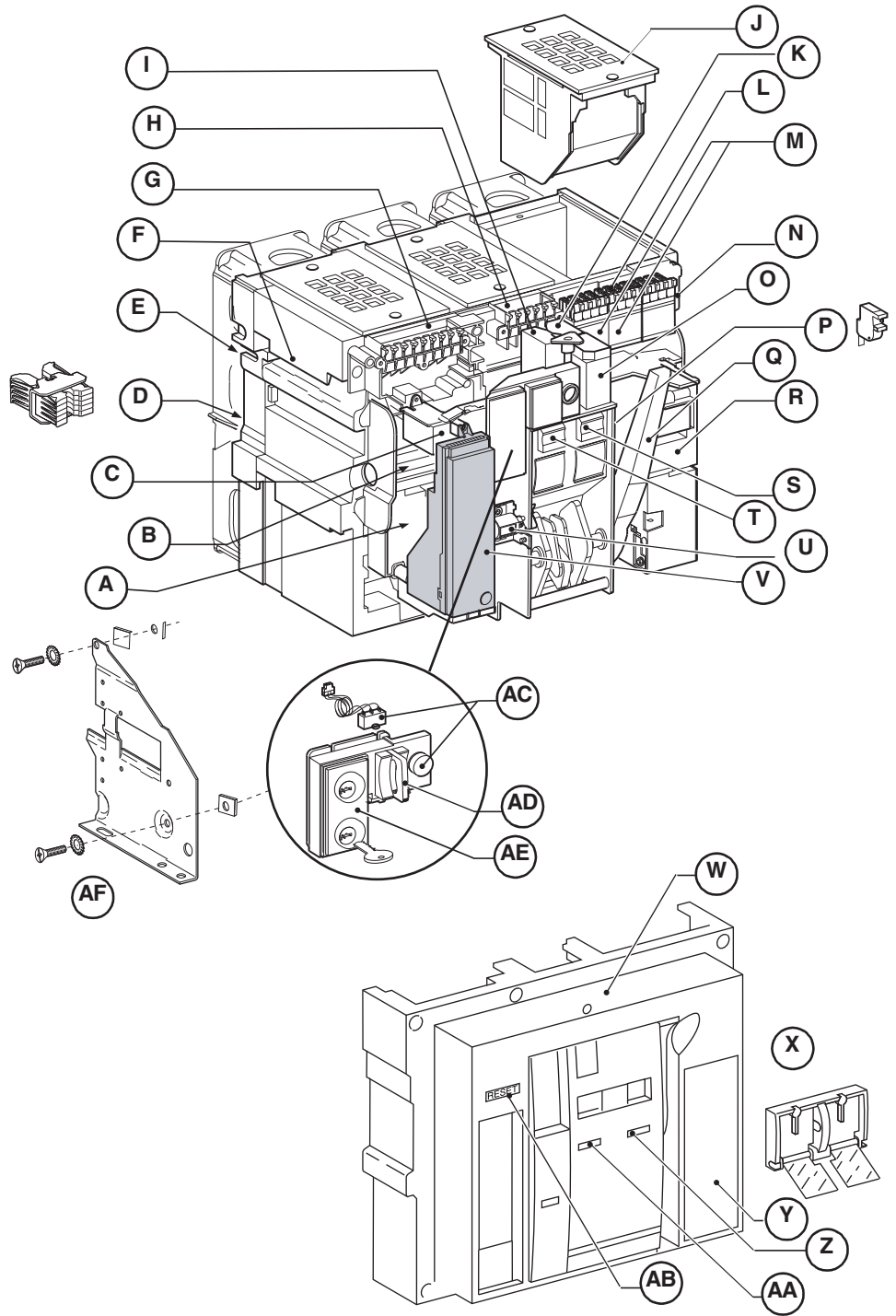
NOTE: When the automatic reset after fault trip (RAR) option is installed, the automatic control system must take into account the information supplied by the circuit breaker before issuing a new closing order or before blocking the circuit breaker in the open position. The information is on the type of fault, e.g. overload, short-circuit or ground fault.

Masterpact™ NT and NW Universal Power Circuit Breakers Masterpact™ Circuit Breakers

Masterpact NW Circuit Breaker Design

NOTE: For UL Listed and ANSI Certified circuit breakers, the clusters are mounted on the circuit breaker; for IEC Rated circuit breakers, the clusters are mounted on the cradle.

- A. Overcurrent Trip Switch (SDE1)
- B. Circuit Breaker Communication Module
- C. Overcurrent Trip Switch (SDE2) or Electric Reset
- D. Cluster
- E. Cradle Rejection Kit
- F. Lifting Tab
- G. Trip Connection to Overcurrent Trip Switch
- H. Auxiliary Control Connection
- I. Shunt Trip (MX2) or Undervoltage Trip Device
- J. Arc Chamber
- K. Shunt Trip (MX1)
- L. Auxiliary Contact Connection
- M. Two Blocks of Four Additional Switches (OF) or Combined "Connected,Closed" Switches (EF)
- N. Block of Four Form C Auxiliary Contacts (OF)
- O. Shunt Close (XF)
- P. Ready-to-Close Contact (PF)
- Q. Charging Handle
- R. Spring-Charging Motor (MCH)
- S. Closing Push Button
- T. Opening Push Button
- U. Operations Counter
- V. Trip Unit
- W. Accessory Cover
- X. Open/Close Push Button Close (Lockable with Padlock)
- Y. Faceplate
- Z. Charged/Discharged Indicator
- AA. Open/Close Indicator
- AB. Push-to-Reset on Fault Trip
- AC. Electrical Close Push Button (BPFE)
- AD. Padlock Attachment
- AE. Key Interlock
- AF. Mounting Plate for Fixed Circuit Breaker



Masterpact™ NT and NW Universal Power Circuit Breakers

Masterpact™ Circuit Breakers

Fixed Mount- 2000AF/2000AT

Table 4: Ratings for UL 489 Listed Masterpact NW Circuit Breakers

| Frame Rating | | 800/1200/1600/2000 A | | | | 2500/ 3000 A | | 4000/5000/6000 A | |
|--|---------------------|---|---------------------|---------------------|---------------------|---------------------------|--------|---|------|
| Interrupting Rating Code | | N | H | L | LF | H | L | H | L |
| Interrupting Current (kAIR) | 240 Vac 50/60 Hz | 65 | 100 | 200 | 200 | 100 | 200 | 100 | 200 |
| | 480 Vac 50/60 Hz | 65 | 100 | 150 | 150 | 100 | 150 | 100 | 150 |
| | 600 Vac 50/60 Hz | 50 | 85 | 100 | 100 | 85 | 100 | 85 | 100 |
| Short-Time Withstand Current (kA) | Vac 50/60 Hz, 0.5 s | 42 ¹ | 65 ¹ | 30 ^{1, 2} | 22 | 65 | 65 | 85 | 100 |
| Built-In Instantaneous Override (Peak kA ±10%) | | 90 | 90 | 80 ^{3, 4} | 55 | 150 | 150 | 170 | 170 |
| Close and Latch Ratings (Peak kA) | Vac 50/60 Hz | 90 | 90 | 55 ⁵ | 50 | 90 | 90 | 90 | 90 |
| Tested to show arc flash hazard risk category as referenced by NFPA70E | | — | — | — | Yes | — | — | — | — |
| Breaking Time | | 25 to 30 ms (with no intentional delay) 9 ms for L and LF | | | | | | | |
| Closing Time | | 70 ms | | | | | | | |
| Sensor Rating | | 100–250 A / 400–800 A / 600–1200 A / 800–1600 A / 1000–2000 A | | | | 1200–2500 A / 1600–3000 A | | 2000–4000 A / 2500–5000 A / 3000–6000 A | |
| Endurance Rating (C/O Cycles) (with no maintenance) | Mechanical | 12,500 ⁶ | 12,500 ⁶ | 12,500 ⁶ | 12,500 ⁶ | 10,000 | 10,000 | 5000 | 5000 |
| | Electrical | 2800 ⁶ | 2800 ⁶ | 2800 ⁶ | 2800 ⁶ | 1000 | 1000 | 1000 | 1000 |

- 1 24 kA for 800 A circuit breaker frame with 100 A or 250 A sensor.
- 2 65 kA for 2000 A.
- 3 55 kA for 800 A circuit breaker frame with 100 A or 250 A sensor.
- 4 150 kA for 200 A sensor.
- 5 90 kA for 2000 A.
- 6 The endurance rating for 2000 A, N/H/L/LF is 10,000 for mechanical and 1000 for electrical.

Table 5: Ratings for UL 489 Listed Masterpact NW Automatic Switches

| Frame Rating | | 800 A | | 1200 A | | 1600 A | | 2000 A | | 2500 A | | 3000 A | | 4000 A | | 5000 A | | 6000 A | |
|---|-----|-------|-----|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|
| Withstand Rating Code | | HF | HB | HF | HB | HF | HB | HF | HB | HF | HB | HF | HB | HF | HB | HF | HB | HF | HB |
| Withstand Ratings ¹ (kA) Vac, 50/60 Hz | 240 | 100 | 200 | 100 | 200 | 100 | 200 | 100 | 200 | 100 | 200 | 100 | 200 | 100 | 200 | 100 | 200 | 100 | 200 |
| | 480 | 100 | 150 | 100 | 150 | 100 | 150 | 100 | 150 | 100 | 150 | 100 | 150 | 100 | 150 | 100 | 150 | 100 | 150 |
| | 600 | 85 | 100 | 85 | 100 | 85 | 100 | 85 | 100 | 85 | 100 | 85 | 100 | 85 | 100 | 85 | 100 | 85 | 100 |
| Instantaneous Override (Peak kA) | | 90 | 80 | 90 | 50 | 90 | 80 | 90 | 80 | 150 | 150 | 150 | 150 | 170 | 170 | 170 | 170 | 170 | 170 |

¹ The withstand rating is the fault current (at rated voltage) that the switch will withstand without damage when protected by a circuit breaker with an equal continuous current rating.

Masterpact™ NT and NW Universal Power Circuit Breakers Certified to ABS-NVR Micrologic™ Electronic Trip Systems

Overview of Micrologic Trip Systems

| | LS0 | LI | LSI | LSIG |
|-----------------|-------------------------------------|--------------------------------------|---|---|
| Model | Long-Time + Short-Time + Zero Delay | Long-Time + Instantaneous Protection | Long-Time + Short-Time + Instantaneous Protection | Long-Time + Short-Time + Instantaneous Protection + Equipment Ground-Fault Protection |
| | (IEC Rated) | (UL Listed and ANSI Certified) | (UL Listed, ANSI Certified, IEC Rated) | (UL Listed, ANSI Certified, IEC Rated) |
| Basic Trip Unit | 2.0 | 3.0 | 5.0 | — |
| A Trip Unit | 2.0A | 3.0A | 5.0A | 6.0A |
| P Trip Unit | — | — | 5.0P | 6.0P |
| H Trip Unit | — | — | 5.0H | 6.0H |

All Masterpact circuit breakers are equipped with the Micrologic trip system to protect power circuits and loads. Micrologic trip systems use a set of current transformers (called CTs or sensors) to sense current, a trip unit to evaluate the current, and a tripping solenoid to trip the circuit breaker. Adjustable rotary switches on the trip unit allow the user to set the proper overcurrent or equipment ground-fault current protection required in the electrical system. If current exceeds a set value for longer than its set time delay, the trip system opens the circuit breaker. Alarms may be programmed for remote indications. Measurements of current, voltage, frequency, power, and power quality optimize continuity of service and energy management. Micrologic trip units can be changed on-site.

Integration of protection functions in the Application Specific Integrated Circuit (ASIC) electronic component used in all Micrologic trip units guarantees a high degree of reliability and immunity to conducted or radiated disturbances. On Micrologic P and H trip units, advanced functions are managed by an independent microprocessor.

Masterpact circuit breakers are shipped with the long-time pickup switch set at 1.0 and all other trip unit adjustments set at their lowest settings. Actual settings required for a specific application must be determined by a qualified consultant or plant engineer. A coordination study is recommended to provide coordination between all circuit breakers in the distribution system.

Figure 9: P Trip Unit with Power Metering



Thermal Imaging

The thermal imaging function protects the cables or bus bars from overheating in case of low amplitude repetitive faults. Such overheating can be due to repetitive motor starting, fluctuating load, intermittent ground faults, or subsequent closing after a fault.

Traditional electronic protection does not protect against repetitive faults because the duration of each overload above the pickup setting is too short to achieve effective tripping. Nevertheless, each overload involves a temperature rise in the installation, the cumulative effect of which could lead to overheating of the system.

The thermal imaging function remembers and integrates the thermal heating caused by each pickup setting overrun. Before tripping, the integrated heating value will reduce the associated time delay and, therefore, the reaction of the trip unit will be closer to the real heating of the power network system. After tripping, the function will also reduce the time delay when closing the circuit breaker on an overload.

Masterpact™ NT and NW Universal Power Circuit Breakers Certified to ABS-NVR Micrologic™ Electronic Trip Systems

Micrologic Trip Units—Overview

True RMS Current Sensing

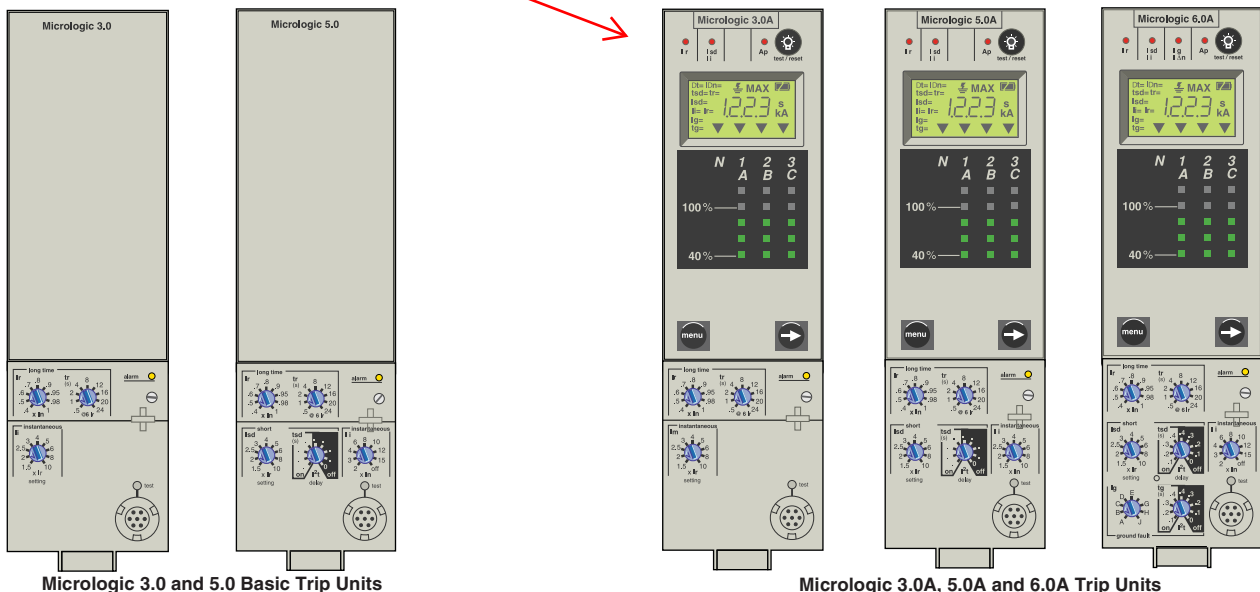
The sensing system responds to the flow of current through the circuit breaker. Electronic trip circuit breakers are limited to ac systems because the electronic trip system uses current transformers to sense the current. The Micrologic trip unit samples the current waveform to provide true RMS protection through the 15th harmonic.

This true RMS sensing gives accurate values for the magnitude of a non-sinusoidal waveform. Therefore, the heating effects of harmonically distorted waveforms are accurately evaluated.

The Micrologic H trip unit provides additional sampling of the waveforms to measure and provide waveform capture of harmonic distortion to the 31st harmonic.

Masterpact universal power circuit breakers use Micrologic electronic trip systems to sense overcurrents and trip the circuit breaker. The Micrologic basic trip unit is standard and all Masterpact circuit breakers can be equipped with the optional Micrologic trip systems listed below:

- Micrologic Basic Trip Unit (standard).
 - 2.0 basic protection (LS0, IEC)
 - 3.0 basic protection (LI, UL®/ANSI)
 - 5.0 selective protection (LSI)
- Micrologic A: Trip Unit with Ammeter.
 - 2.0A basic protection (LS0, IEC)
 - 3.0A basic protection (LI, UL/ANSI)
 - 5.0A selective protection (LSI)
 - 6.0A selective protection with ground-fault protection for equipment (LSIG)
- Micrologic P: Trip Unit with Power Metering.
 - 5.0P selective protection (LSI)
 - 6.0P selective protection with ground-fault protection for equipment (LSIG)
- Micrologic H: Trip Unit with Harmonic Metering.
 - 5.0H selective protection (LSI)
 - 6.0H selective protection with ground-fault protection for equipment (LSIG)



Masterpact™ NT and NW Universal Power Circuit Breakers Certified to ABS-NVR Micrologic™ Electronic Trip Systems

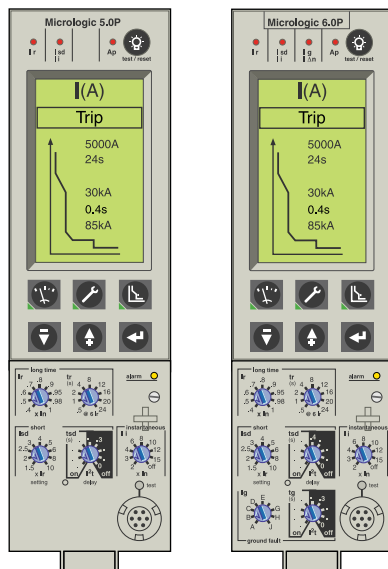
Table 23: Micrologic Trip Unit Features

| Feature | Micrologic Trip Unit (X = Standard Feature O = Available Option) | | | | | | | | | | |
|--|--|-----|-----|---------|------|------|------|-------|------|-----------|------|
| | Standard | | | Ammeter | | | | Power | | Harmonics | |
| | 2.0 | 3.0 | 5.0 | 2.0A | 3.0A | 5.0A | 6.0A | 5.0P | 6.0P | 5.0H | 6.0H |
| LI | | X | | | X | | | | | | |
| LS0 | X | | | X | | | | | | | |
| LSI | | | X | | | | | X | | X | |
| LSIG/Ground-Fault Trip ¹ | | | | | | | X | | X | | X |
| Ground-Fault Alarm/No Trip ^{1,2} | | | | | | | | X | | X | |
| Ground-Fault Alarm and Trip ^{1,2} | | | | | | | | | X | | X |
| Adjustable Rating Plugs | X | X | X | X | X | X | X | X | X | X | X |
| True RMS Sensing | X | X | X | X | X | X | X | X | X | X | X |
| UL Listed | | X | X | | X | X | X | X | X | X | X |
| Thermal Imaging | X | X | X | X | X | X | X | X | X | X | X |
| Phase-Loading Bar Graph | | | | X | X | X | X | X | X | X | X |
| LED for Long-Time Pick-Up | X | X | X | X | X | X | X | X | X | X | X |
| LED for Trip Indication | | | | X | X | X | X | X | X | X | X |
| Digital Ammeter | | | | X | X | X | X | X | X | X | X |
| Zone-Selective Interlocking ³ | | | | X | | X | X | X | X | X | X |
| Communications | | | | O | O | O | O | X | X | X | X |
| LCD Dot Matrix Display | | | | | | | | X | X | X | X |
| Advanced User Interface | | | | | | | | X | X | X | X |
| Protective Relay Functions | | | | | | | | X | X | X | X |
| Neutral Protection ¹ | | | | | | | | X | X | X | X |
| Contact Wear Indication | | | | | | | | X | X | X | X |
| Incremental Fine Tuning of Settings | | | | | | | | X | X | X | X |
| Selectable Long-Time Delay Bands | | | | | | | | X | X | X | X |
| Power Measurement | | | | | | | | X | X | X | X |
| Power Quality Measurements | | | | | | | | | | X | X |
| Waveform Capture | | | | | | | | | | X | X |

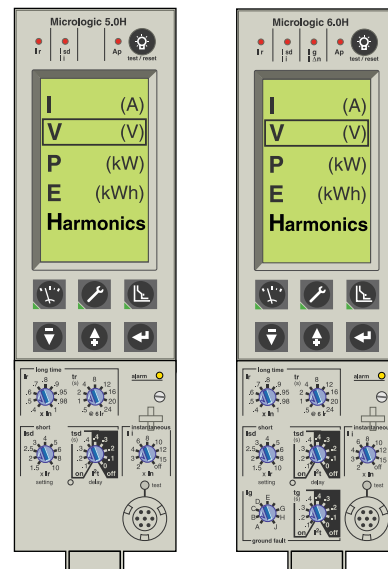
¹ Requires neutral current transformer on three-phase four-wire loads.

² Requires the M2C/M6C Programmable Contact Module.

³ Not available for 2.0A trip unit as upstream devices.



Micrologic 5.0P and 6.0P Trip Units



Micrologic 5.0H and 6.0H Trip Units

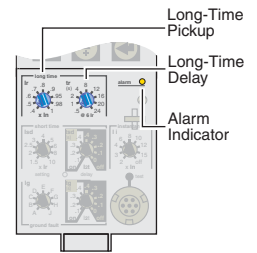
Micrologic Trip Unit Functions

Long-Time Trip Functions

The *long-time pickup* switch sets the maximum current level the circuit breaker will carry continuously. The maximum current level (I_p) is the long-time pickup setting multiplied by the sensor plug amperage (I_n). If the current exceeds this value for longer than the long-time delay time, the circuit breaker will trip.

The *long-time delay* switch sets the length of time that the circuit breaker will carry a sustained overload before tripping. Delay bands are labeled in seconds of overcurrent at six times the ampere rating. For maximum coordination, there are eight delay bands. Long-time delay is an “inverse time” characteristic in that the delay time decreases as the current increases.

The trip unit includes an *alarm indicator* that will be lit continuously when the current is above 100% of the pickup setting.

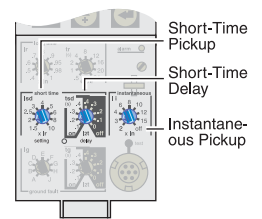


Long-Time Trip Functions

Short-Time Trip Functions

The *short-time pickup* switch sets the short-circuit current level at which the circuit breaker will trip after the set short-time delay. The short-time current (I_{sd}) equals the short-time pickup setting multiplied by the long-time pickup (I_p).

The *short-time delay* switch sets the length of time the circuit breaker will carry a short circuit within the short-time pickup range. The delay (based on 10 times the ampere rating I_p) can be adjusted to four positions of I^2t ramp operation (I^2t ON) or five positions of fixed time delays (I^2t OFF). I^2t ON delay is an “inverse time” characteristic in that the delay time decreases as the current increases. Short-time delay for the 2.0 trip unit is fixed at a delay band of 20 to 80 ms.



Short-Time and Instantaneous Trip Functions

Instantaneous Trip Function

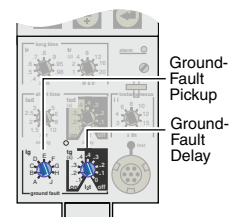
The *instantaneous pickup* switch sets the short-circuit current level at which the circuit breaker will trip with no intentional time delay. The instantaneous current (I_i) is equal to the instantaneous pickup setting multiplied by the sensor plug amperage (I_n).

The instantaneous function will override the short-time function if the instantaneous pickup is adjusted at the same or lower setting than the short-time pickup. In trip units with both adjustable short-time and instantaneous trip functions, the adjustable instantaneous trip can be disabled by setting Instantaneous pickup to OFF.

Ground-Fault Trip Functions

The *ground-fault pickup* switch sets the current level at which the circuit breaker will trip after the set ground-fault delay. Ground-fault pickup values (I_g) are based on circuit breaker sensor plug (I_n) only, not on the rating plug multiplier (I_r). Changing the rating plug multiplier has no effect on ground-fault pickup values.

The *ground-fault delay* switch sets the length of time the circuit breaker will carry ground-fault current which exceeds the ground-fault pickup level before tripping. The delay (based on the sensor plug amperage (I_n)) can be adjusted to four positions of I^2t ramp operation (I^2t ON) or five positions of fixed time delays (I^2t OFF). I^2t ON delay is an “inverse time” characteristic in that the delay time decreases as the current increases.



Ground-Fault Trip Functions

Masterpact™ NT and NW Universal Power Circuit Breakers Accessories

Shunt Trip (MX1) and Shunt Close (XF)

Maximum Wire Length—The inrush currents for these devices are approximately 200 VA. When low supply voltages (12, 24 or 48 V) are used, the maximum allowable wire length is dependent on the voltage and the wire size.

Table 40: Maximum Wire Length¹

| Device | Percent of Source Voltage | Source Voltage | | | | | |
|--------------------------------------|---------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| | | 12 Vdc | | 24 Vdc | | 48 Vdc | |
| Wire Size | | 14 AWG (2.08 mm ²) | 16 AWG (1.31 mm ²) | 14 AWG (2.08 mm ²) | 16 AWG (1.31 mm ²) | 14 AWG (2.08 mm ²) | 16 AWG (1.31 mm ²) |
| UVR (MN) | 100% | — | — | 159 ft. (48.5 m) | 100 ft. (30.5 m) | 765 ft. (233.2 m) | 472 ft. (143.9 m) |
| | 85% | — | — | 44 ft. (13.4 m) | 29 ft. (8.8 m) | 205 ft. (62.5 m) | 129 ft. (39.3 m) |
| Shunt Trip (MX) and Shunt Close (XF) | 100% | 57 ft. (17.4 m) | 34 ft. (10.4 m) | 314 ft. (95.7 m) | 200 ft. (61.0 m) | 1503 ft. (457.8 m) | 944 ft. (287.7 m) |
| | 85% | 27 ft. (8.2 m) | 17 ft. (5.2 m) | 205 ft. (62.5 m) | 126 ft. (38.4 m) | 957 ft. (291.7 m) | 601 ft. (183.2 m) |

¹ The length shown in the table is for each of the two supply wires.

Shunt Trip (MX1): When energized, the shunt trip instantaneously opens the circuit breaker. The shunt trip may be energized continuously or intermittently.

Shunt Close (XF): Remotely closes the circuit breaker if the spring mechanism is charged.

NOTE: Do not use a standing close order on the shunt close coil (XF). Any opening order will open the circuit breaker so a standing close order is not necessary. See Anti-Pump Feature on page 5.

Communication versions of the MX1 and XF are available for direct connection via the circuit breaker communication module (BCM ULP).



Table 41: Shunt Trip and Shunt Close Characteristics

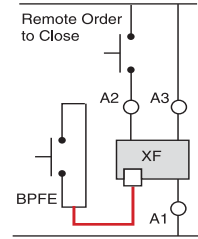
| Characteristics | MX1 and MX2 | XF | Min | Max | | | |
|--|---------------------------|--|---------|---------|---------|---------|---------|
| Voltage Ratings (V _n) | | 24 Vac | 17 Vac | 26 Vac | | | |
| | | 48 Vac | 34 Vac | 52 Vac | | | |
| | | 120 Vac | 60 Vac | 132 Vac | | | |
| | | 240 Vac | 168 Vac | 264 Vac | | | |
| | | 277 Vac | 194 Vac | 304 Vac | | | |
| | | 380 Vac | 266 Vac | 418 Vac | | | |
| | | 480 Vac | 336 Vac | 528 Vac | | | |
| | | 12 Vdc | 8 Vdc | 13 Vdc | | | |
| | | 24 Vdc | 17 Vdc | 26 Vdc | | | |
| | | 48 Vdc | 34 Vdc | 52 Vdc | | | |
| Operating Threshold | 0.7 to 1.1 V _n | 0.85 to 1.1 V _n | | | | | |
| | | | | | 125 Vdc | 88 Vdc | 137 Vdc |
| | | | | | 250 Vdc | 175 Vdc | 275 Vdc |
| Power Consumption (VA or W) | Steady-State/Inrush | 4.5/200 | | | | | |
| Circuit Breaker Response Time at V _n ¹ | 50 ms ±10 (NW and NT) | 70 ms ±10 (NW ≤ 4000 A) 80 ms ±10 (NW > 4000 A) 55 ms (NT) | | | | | |

¹ Shunt trip (MX1) and shunt close (XF) circuits must be energized for minimum of 200 ms.

Masterpact™ NT and NW Universal Power Circuit Breakers Accessories

Electrical Closing Push Button (BPFE)

Located on the front panel of the circuit breaker, this push button carries out electrical closing of the circuit breaker, taking into account all of the safety functions that are part of the control/monitoring system of the installation. The push button is installed on the control circuit of the shunt close, and connects to the communicating shunt close module (XF-COM). Terminal A2 of XF-COM is used to remotely close the circuit breaker.



Remote Reset (RES) and Automatic Reset After Fault Trip

- Remote reset (RES): following tripping, the remote reset (RES) resets the overcurrent trip switch (SDE) and the mechanical indicator. (Voltage rating: 110/130 Vac and 200/240 Vac.) RES is not compatible with an additional overcurrent trip switch (SDE2).
- Automatic reset after fault-trip: following tripping, a reset of the mechanical indicator (reset button) is no longer required to enable circuit breaker closing (factory adjustable only).

Switches and Switch Accessories

Auxiliary Switch (OF)

The rotary-type auxiliary switches are directly driven by the trip mechanism when the minimum isolation distance between the main circuit breaker contact is reached.



Auxiliary Switch (OF) with Four Contacts for Masterpact NW Circuit Breaker

Masterpact NT Aux Switch (OF) with One Contact



Table 45: Auxiliary Switch Characteristics

| Circuit Breaker Type | NT | NW | |
|---|---|-----------|---------|
| Supplied as Standard (Form C) | 4 | 4 | |
| Maximum Number of Contacts | 4 | 12 | |
| Standard (100 mA/24 V minimum load) | | | |
| Vac | 240/380 | 6 A | |
| | 480 | 6 A | |
| | 600/690 | 6 A | |
| Vdc | 24/48 | 2.5 A | |
| | 240 | 0.5 A | |
| | 380 | 0.3 A | |
| Breaking Capacity at a Power Factor (p.f.) of 0.3 | Low-Level (1 mA/4 V minimum load with a maximum current and voltage of 100 mA/10 V. Note: If the maximum voltage and current is exceeded, the low-level function of the switch will be lost but the switch will continue to function as a standard switch with the following specifications. | | |
| | Vac | 24/48 Vac | 5 A |
| | | 240 Vac | 5 A |
| | | 380 Vac | 5 A |
| | Vdc | 24/48 Vdc | 5/2.5 A |
| | | 125 Vdc | 0.5 A |
| | | 250 Vdc | 0.3 A |
| | | | |

Masterpact™ NT and NW Universal Power Circuit Breakers Accessories

Adjustable Rating Plugs

Eight interchangeable rating plugs are available to limit the long-time threshold setting range for greater versatility.



Adjustable Rating Plug

Table 49: Adjustable Rating Plug Settings

| Rating Plug | Switch Settings $I_r = I_n \times \dots$ | | | | | | | | | |
|--------------------------|--|--------------------------|------|------|------|------|------|------|------|------|
| UL Listed/ANSI Certified | Type A ¹ | 0.4 | 0.45 | 0.5 | 0.6 | 0.63 | 0.7 | 0.8 | 0.9 | 1 |
| | Type B | 0.4 | 0.44 | 0.5 | 0.56 | 0.63 | 0.75 | 0.88 | 0.95 | 1 |
| | Type C | 0.42 | 0.50 | 0.53 | 0.58 | 0.67 | 0.75 | 0.83 | 0.95 | 1 |
| | Type D | 0.4 | 0.48 | 0.64 | 0.7 | 0.8 | 0.9 | 0.93 | 0.95 | 1 |
| | Type E | 0.6 | 0.7 | 0.75 | 0.8 | 0.85 | 0.9 | 0.93 | 0.95 | 1 |
| | Type F | 0.84 | 0.86 | 0.88 | 0.9 | 0.92 | 0.94 | 0.96 | 0.98 | 1 |
| | Type G | 0.66 | 0.68 | 0.7 | 0.72 | 0.74 | 0.76 | 0.78 | 0.8 | 0.82 |
| | Type H | 0.48 | 0.5 | 0.52 | 0.54 | 0.56 | 0.58 | 0.6 | 0.62 | 0.64 |
| IEC Rated | Type R ¹ | 0.4 | 0.5 | 0.6 | 0.7 | 0.8 | 0.9 | 0.95 | 0.98 | 1 |
| | Type S | 0.4 | 0.45 | 0.5 | 0.55 | 0.6 | 0.65 | 0.7 | 0.75 | 0.8 |
| | Type T | 0.8 | 0.82 | 0.85 | 0.88 | 0.9 | 0.92 | 0.95 | 0.98 | 1 |
| | Type P (off plug) | No long-time protection. | | | | | | | | |

¹ Standard

External Power Supply Module

Power supply modules are available in six input voltages: 24/30 Vdc, 48/60 Vdc, 125 Vdc, 110/130 Vac, 200/240 Vac, and 380/415 Vac (all +10%, -15%). The output voltage for each is 24 Vdc; the output power is 5 VA/5 W (ripple < 5%). The modules are not UL Listed.



External Power Supply Module

When used with the Micrologic A, P, and H trip units, a power supply module makes it possible to:

- Display currents less than 20% of sensor (I_n).
- Maintain display of tripping causes after opening of the circuit breaker (P and H trip units only).
- Store the value of the interrupted current (P and H trip units only).
- Power the M2C module (P and H trip units only).

External Battery Backup Module

The external battery backup module provides up to 12 hours of backup power for the power supply module.



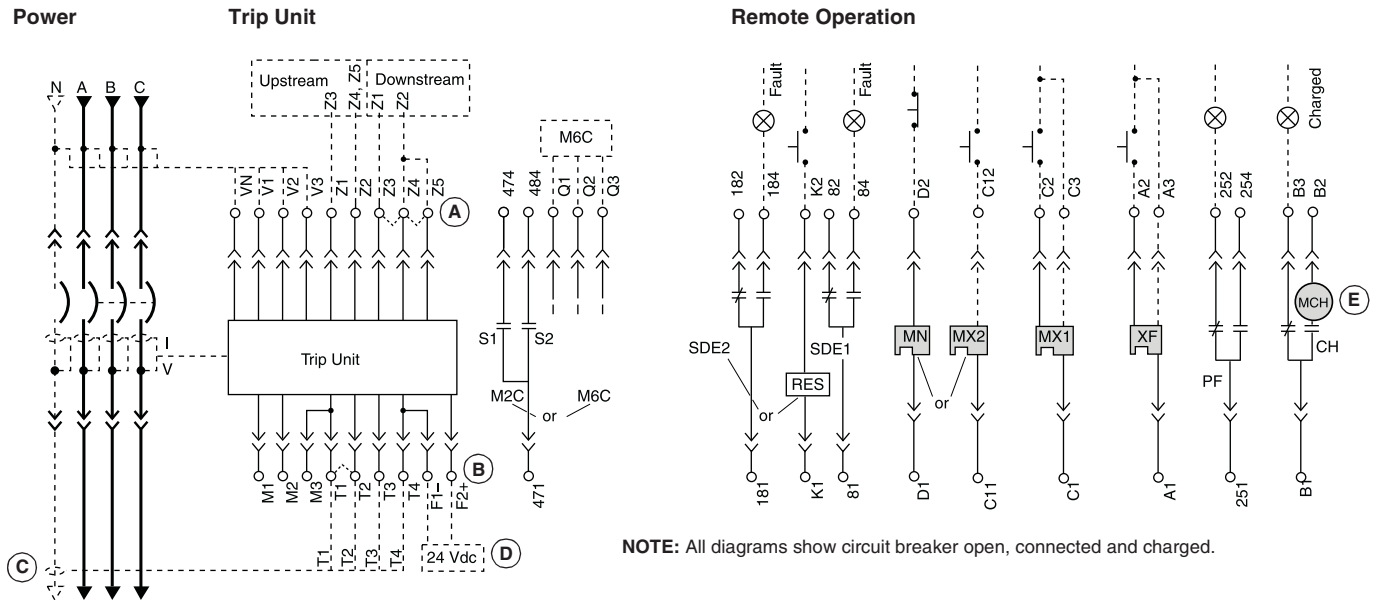
External Battery Backup Module

Masterpact™ NT and NW Universal Power Circuit Breakers

Wiring Diagrams

Wiring Diagrams for Masterpact NW Circuit Breakers

Figure 20: Wiring Diagrams for Masterpact NW Circuit Breakers



- A—Do not remove factory-installed jumpers between Z3, Z4 and Z5 unless ZSI is connected.
- B—Do not remove factory-installed jumper between T1 and T2 unless neutral CT is connected. Do not install jumper between T3 and T4.
- C—For proper wiring of neutral CT, refer to Instruction Bulletin 48041-082-01 shipped with it.
- D—24 Vdc power supply for trip unit must be separate and isolated from 24 Vdc power supply for communication modules.
- E—When remote operation features are used, make sure there is a minimum of four seconds for the spring charging motor (MCH) to completely charge the circuit breaker closing springs prior to actuating the shunt close (XF) device.

Table 61: Markings for Push-In Type Terminals

| Cell Switches | | | Trip Unit | | | | | | | Cell Switches | | | Remote Operation | | | | | | | | |
|---------------|-----|-----|-----------|-----|-----|-----|-----|---------|----------|---------------|--------|--------|------------------|--------|-----|-----|--------|-----|----|-----|----|
| CD3 | CD2 | CD1 | COM | UC1 | UC2 | UC3 | UC4 | M2C/M6C | SDE2/RES | SDE1 | CE3 | CE2 | CE1 | MN/MX2 | MX1 | XF | PF | MCH | | | |
| 834 | 824 | 814 | E5 | E6 | Z5 | M1 | M2 | M3 | F2+ | V3 | 484/Q3 | 184/K2 | 84 | 334 | 324 | 314 | D2/C12 | C2 | A2 | 254 | B2 |
| 832 | 822 | 812 | E3 | E4 | Z3 | Z4 | T3 | T4 | VN | V2 | 474/Q2 | 182 | 82 | 332 | 322 | 312 | C13 | C3 | A3 | 252 | B3 |
| 831 | 821 | 811 | E1 | E2 | Z1 | Z2 | T1 | T2 | F1- | V1 | 471/Q1 | 181/K1 | 81 | 331 | 321 | 311 | D1/C11 | C1 | A1 | 251 | B1 |
| or | | | | | | | | | | | | | | | | | | | | | |
| CE6 | CE5 | CE4 | | | | | | | | | | | | | | | | | | | |
| 364 | 354 | 344 | | | | | | | | | | | | | | | | | | | |
| 362 | 352 | 342 | | | | | | | | | | | | | | | | | | | |
| 361 | 351 | 341 | | | | | | | | | | | | | | | | | | | |

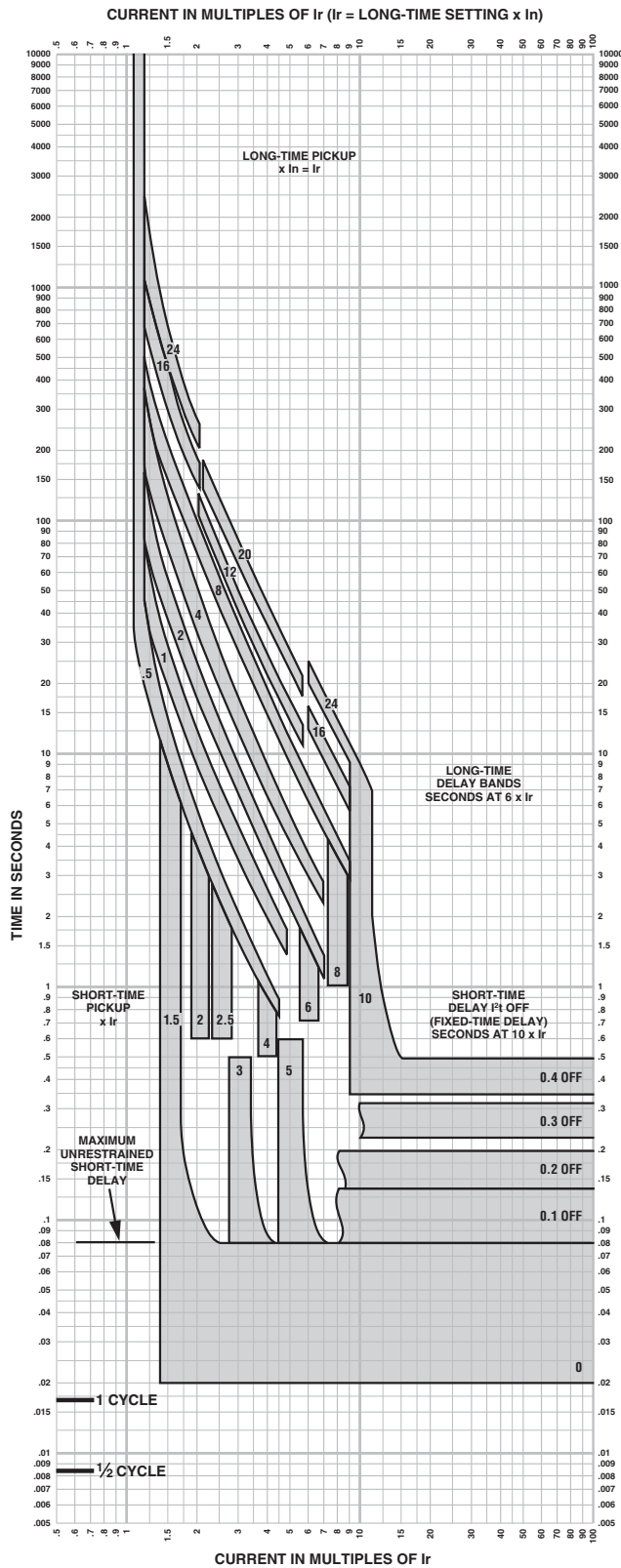
Table 62: Markings for Ring Terminals

| Cell Switches | | | Trip Unit | | | | | | | | | | Remote Operation | | | | | | | |
|---------------|---------|---------|-----------|-----|-----|-----|------|---------|----------|-------|--------|--------|------------------|-----|------|--------|-----|----|----|----|
| CD3 | CD2 | CD1 | COM | UC1 | UC2 | UC3 | UC3a | M2C/M6C | SDE2/RES | SDE2a | SDE1 | SDE1a | MN/MX2 | MX1 | MX1a | XF | XFa | | | |
| 834/832 | 824/822 | 814/812 | E5 | E6 | Z5 | M1 | M2 | M3 | F2+ | VN | 484/Q3 | 184/K2 | 182 | 84 | 82 | D2/C12 | C2 | C3 | A2 | A3 |
| 831 | 821 | 811 | E3 | E4 | Z3 | Z4 | T3 | T4 | F1- | | 471/Q1 | 181/K1 | | 81 | | D1/C11 | C1 | | A1 | |
| | | | E1 | E2 | Z1 | Z2 | T1 | T2 | | | | | | | | | | | | |

Masterpact™ NT and NW Universal Power Circuit Breakers Trip Curves

Micrologic 5.0/6.0 A/P/H Trip Unit

Figure 183: Micrologic 5.0/6.0 A/P/H Trip Units: Long-Time Pickup and Delay, Short-Time Pickup, and I²t OFF Delay



Micrologic 5.0/6.0 A/P/H Trip Units Characteristic Trip Curve No. 613-4

Long-Time Pickup and Delay
Short-Time Pickup and I²t OFF Delay

The time-current curve information is to be used for application and coordination purposes only.

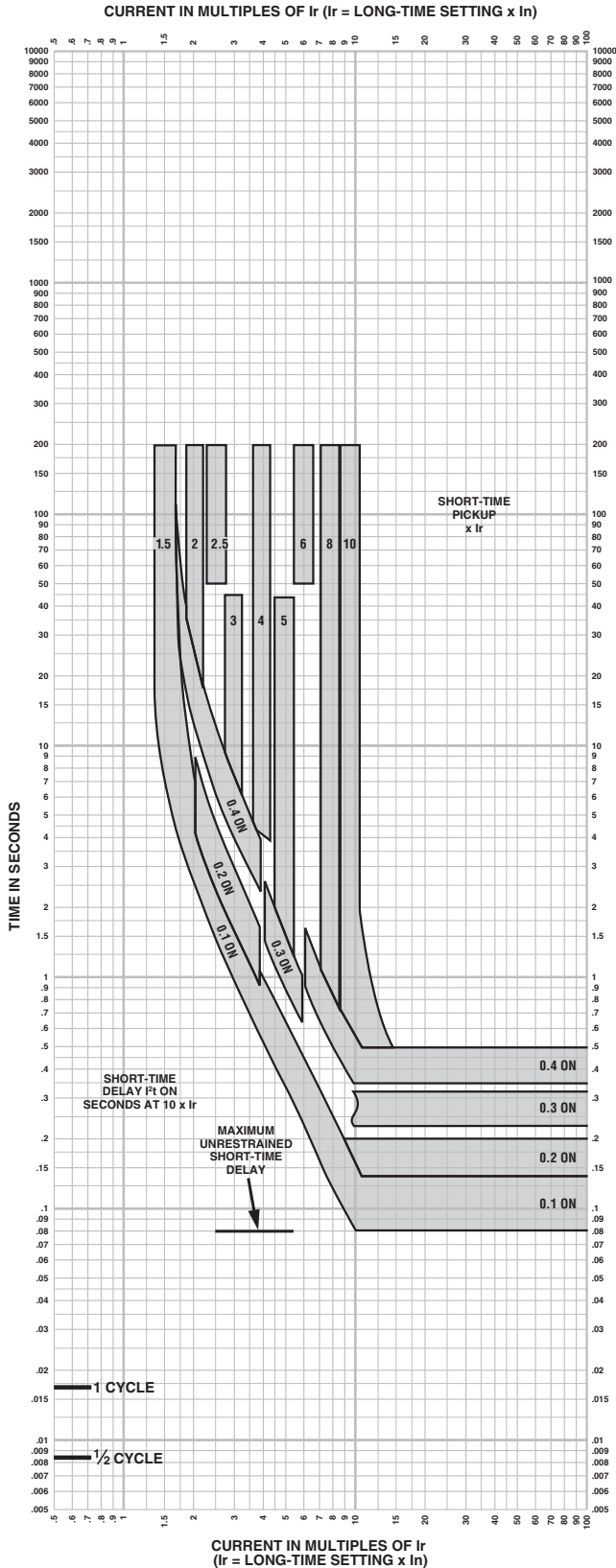
Curves apply from -25°C to +70°C (-13°F to +158°F) ambient temperature.

NOTE:

1. There is a thermal-imaging effect that can act to shorten the long-time delay. The thermal-imaging effect comes into play if a current above the long-time delay pickup value exists for a time and then is cleared by the tripping of a downstream device or the circuit breaker itself. A subsequent overload will cause the circuit breaker to trip in a shorter time than normal. The amount of time delay reduction is inverse to the amount of time that has elapsed since the previous overload. Approximately twenty minutes is required between overloads to completely reset thermal-imaging.
2. The end of the curve is determined by the interrupting rating of the circuit breaker.
3. With zone-selective interlocking ON, short-time delay utilized, and no restraining signal, the maximum unrestrained short-time delay time band applies regardless of the setting.
4. Total clearing times shown include the response times of the trip unit, the circuit breaker opening, and the extinction of the current.
5. For a withstand circuit breaker, instantaneous can be turned OFF. See trip curve 613-7 for instantaneous trip curve. See trip curve 613-10 for instantaneous override values.
6. Overload indicator illuminates at 100%.

Masterpact™ NT and NW Universal Power Circuit Breakers Trip Curves

Figure 184: Micrologic 5.0/6.0 A/P/H Trip Units: Short-Time Pickup and I²t ON Delay



Micrologic 5.0/6.0 A/P/H Trip Units
Characteristic Trip Curve No. 613-5
Short-Time Pickup and I²t ON Delay

The time-current curve information is to be used for application and coordination purposes only.

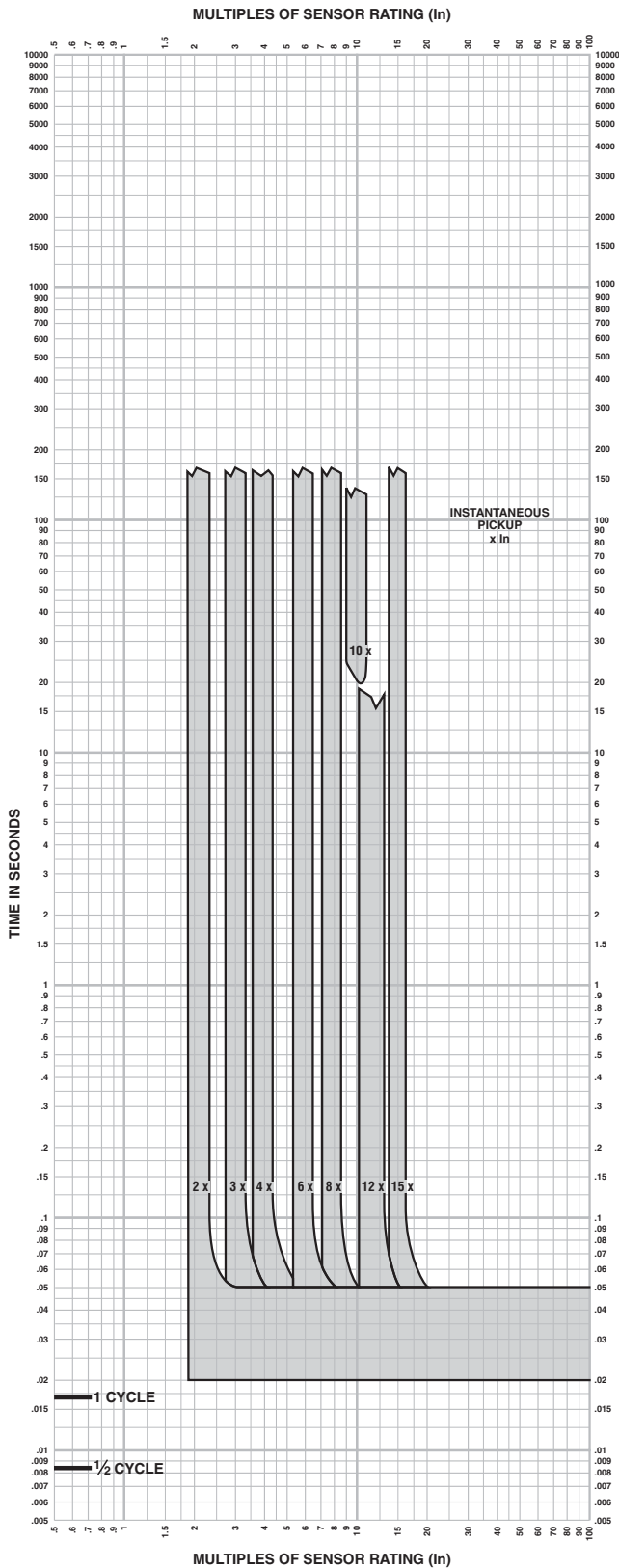
Curves apply from -25°C to +70°C (-13°F to +158°F) ambient temperature.

NOTE:

1. There is a thermal-imaging effect that can act to shorten the long-time delay. The thermal-imaging effect comes into play if a current above the long-time delay pickup value exists for a time and then is cleared by the tripping of a downstream device or the circuit breaker itself. A subsequent overload will cause the circuit breaker to trip in a shorter time than normal. The amount of time delay reduction is inverse to the amount of time that has elapsed since the previous overload. Approximately twenty minutes is required between overloads to completely reset thermal-imaging.
2. The end of the curve is determined by the interrupting rating of the circuit breaker.
3. With zone-selective interlocking ON, short-time delay utilized, and no restraining signal, the maximum unrestrained short-time delay time band applies regardless of the setting.
4. Total clearing times shown include the response times of the trip unit, the circuit breaker opening, and the extinction of current.
5. For withstand circuit breaker, instantaneous can be turned OFF. See trip curve 613-7 for instantaneous trip curve. See trip curve 613-10 for instantaneous override values.
6. See trip curve 613-4 for long-time pickup and delay trip curve.

Masterpact™ NT and NW Universal Power Circuit Breakers Trip Curves

Figure 185: Micrologic 5.0/6.0 Trip Units: Instantaneous Pickup, 2x to 15x and OFF



**Micrologic 5.0/6.0 A/P/H Trip Units
Characteristic Trip Curve No. 613-7**

Instantaneous Pickup
2x–15x and OFF

The time-current curve information is to be used for application and coordination purposes only.

Curves apply from -25°C to +70°C (-13°F to +158°F) ambient temperature.

NOTE:

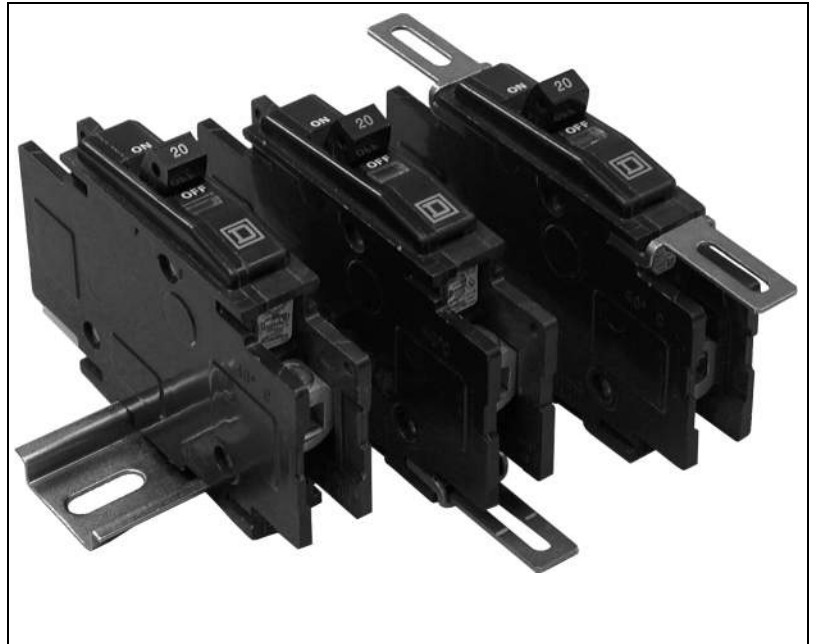
1. The end of the curve is determined by the interrupting rating of the circuit breaker.
2. Total clearing times shown include the response times of the trip unit, the circuit breaker opening, and the extinction of current.
3. The instantaneous region of the trip curve shows maximum total clearing times. Actual clearing times in this region can vary depending on the circuit breaker mechanism design and other factors. The actual clearing time can be considerably faster than indicated. Contact your local Sales Office for additional information.
4. For withstand circuit breaker, instantaneous can be turned OFF. See trip curve 613-10 for instantaneous override values.
5. See trip curve 613-4 and 613-5 for long-time pickup, long-time delay, short-time pickup, and short-time delay trip curve.

QOU Miniature Circuit Breakers and Switches Unit Mount (Cable-in/Cable-out)

Class 720

Catalog
September

2005



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QOU Miniature Circuit Breakers and Switches

Application Information

APPLICATION INFORMATION

QOU Miniature Circuit Breaker Types

Miniature molded case circuit breakers are intended for use in residential and commercial applications. They are tested and listed according to UL Standard 489 and CSA Standard C22.2 No. 5-02 for molded case circuit breakers and enclosures.

QOU miniature circuit breakers are unit-mount (lug/lug) thermal-magnetic circuit breakers which:

- Provide a means to manually open a circuit.
- Automatically open a circuit under overload or short circuit conditions.
- Feature common tripping of all poles.
- Have a Visi-Trip[®] trip indicator.
- Can be flush-, surface-, or DIN rail-mounted.
- Has lugs at both ends (cable-in/cable-out construction)
- Operate in any position.
- Are fully tested, UL Listed, and CSA certified for reverse connection without restrictive line/load markings.

Non-automatic Switches

QOU non-automatic switches are intended for use as disconnect devices only. UL Standard 489 requires switches to be protected by a thermal-magnetic circuit breaker (or fuse) of equivalent rating. QOU switches are UL Listed for use on circuits capable of delivering not more than 10,000 amperes when protected by an equivalent rated circuit breaker or fuse. QOU switches contain no automatic tripping mechanisms and do not provide overcurrent protection.

Description

QOU miniature circuit breakers and switches are available for surface-, flush-, or DIN rail mounted applications in one-, two-, and three-pole constructions. QOU miniature circuit breakers are used for overcurrent protection and switching on both ac and dc electrical systems. QOU circuit breakers and switches measure 0.75 in. (19 mm) wide per pole. Two- and three-pole circuit breakers are both equipped with an internal crossbar for common tripping of all poles. QOU switches are available in one-pole, 60 ampere and two- and three-pole, 60, 100 and 125 ampere construction.

Cases for QOU miniature circuit breakers and switches are constructed of a glass-reinforced insulating material that provides high dielectric strength. Current carrying components are isolated from the handle. The handle position indicates whether the circuit breaker is off, on or tripped.

Applications

One-pole QOU miniature circuit breakers rated 120/240 Vac are UL Listed for use on 120/240 Vac single-phase, three-wire or 208Y/120 Vac three-phase, four-wire electrical systems.

Two-pole QOU circuit breakers rated 120/240 Vac are UL Listed for use on 120/240 Vac single-phase, three-wire or 208Y/120 Vac three-phase, four-wire electrical systems. They cannot be used on 240 Vac delta systems. Use QOU-H two-pole circuit breakers rated 240 Vac on 240 Vac delta and 240 Vac single-phase, two wire systems.

Three-pole QOU circuit breakers rated 240 Vac are UL Listed for use on any system where the maximum phase-to-phase or phase-to-ground voltage is 240 Vac or less.

For application information on other systems, contact your local field office

QOU Miniature Circuit Breakers and Switches Application Information



Table 1: Selection Data

| Catalog Number | | | | | | | | Terminal Lug Wire Size (AWG) |
|---------------------------------|-------------|----------|-------------|-----------|-------------|------------|------------------------|------------------------------------|
| Rating | One-Pole | | Two-Pole | | | Three-Pole | | |
| | 120/240 Vac | | 120/240 Vac | 240 Vac | 120/240 Vac | 240 Vac | | |
| | 10K AIR | 22K AIR | 10 K AIR | | 22K AIR | 10K AIR | | |
| 10 A | QOU110 | — | QOU210 | — | — | QOU310 | | 1—#14—#2 Cu or Al |
| 15 A | QOU115* | QOU115VH | QOU215* | QOU215H* | QOU215VH | QOU315* | | |
| 15 A | QOU115HM*† | — | — | — | — | — | | |
| 20 A | QOU120* | QOU120VH | QOU220* | QOU220H* | QOU220VH | QOU320* | | |
| 20 A | QOU120HM*† | — | — | — | — | — | | |
| 25 A | QOU125* | QOU125VH | QOU225* | QOU225H* | QOU225VH | QOU325* | | |
| 30 A | QOU130* | QOU130VH | QOU230* | QOU230H* | QOU230VH | QOU330* | | |
| 35 A | QOU135* | QOU135VH | QOU235* | — | QOU235VH | QOU335* | | |
| 40 A | QOU140* | QOU140VH | QOU240* | — | QOU240VH | QOU340* | | |
| 45 A | QOU145* | QOU145VH | QOU245* | — | QOU245VH | QOU345* | | |
| 50 A | QOU150* | QOU150VH | QOU250* | — | QOU250VH | QOU350* | | |
| 60 A | QOU160* | QOU160VH | QOU260* | — | QOU260VH | QOU360* | | |
| 70 A | QOU170* | — | QOU270* | — | — | QOU370‡ | 1—#12—#2/0 Cu or Al | |
| 80 A | QOU180‡ | — | QOU280‡ | — | — | QOU380‡ | | |
| 90 A | QOU190‡ | — | QOU290‡ | — | — | QOU390‡ | | |
| 100 A | QOU1100‡ | — | QOU2100‡ | — | — | QOU3100‡ | | |
| 125 A | — | — | QOU2125‡ | — | — | — | | |
| Switch—60 Amperes Max.—240 Vac | | | | QOU200 | | QOU300 | | 1—#14—#2 |
| Switch—100 Amperes Max.—240 Vac | | | | QOU2000‡ | | QOU3000‡ | 1—#12—#2/0 | |
| Switch—125 Amperes Max.—240 Vac | | | | QOU20001‡ | | QOU30001‡ | 1—#12—#2/0 | |



* UL Listed as HACR type for use with heating, air conditioning and refrigeration equipment containing motor-group combinations and marked for use with HACR type circuit breakers.

† High-magnetic trip circuit breakers. Recommended for applications where high initial inrush current can occur and for individual dimmer applications.

‡ Available as Series 1 with forward box lugs only. (No optional terminations)

Tripping Mechanisms

A tripping mechanism is an assembly within the circuit breaker molded case that causes the circuit breaker to open automatically under sustained overload or short circuit conditions.

The tripping mechanisms in two- and three-pole circuit breakers operate such that an overcurrent on any pole of the circuit breaker will cause all poles of the circuit breaker to open simultaneously. Thermal and magnetic factory calibration (with current) is performed on each pole of every Square D circuit breaker.

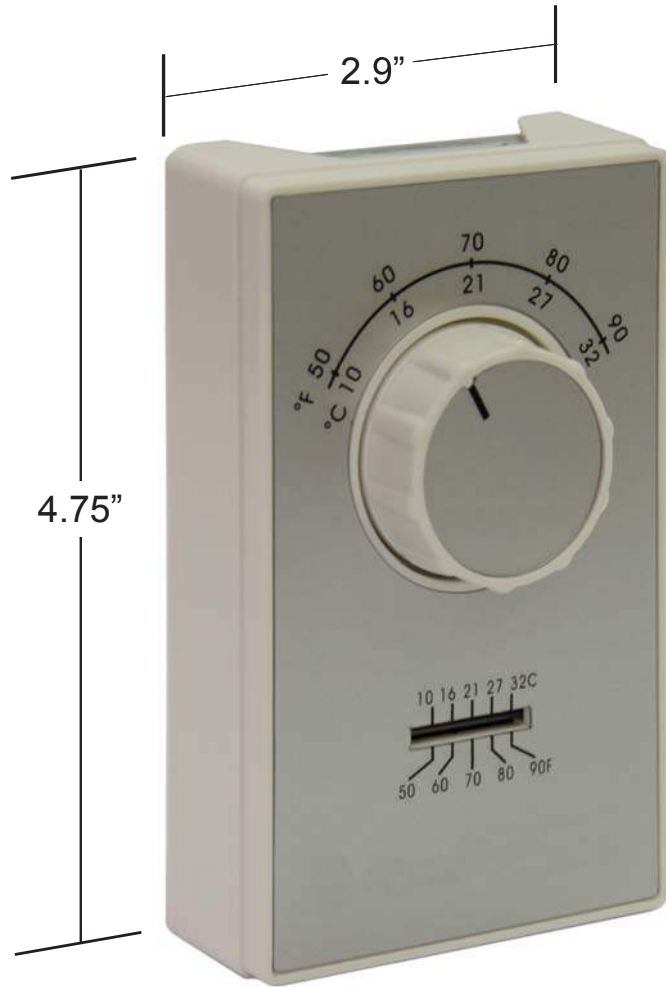
These mechanisms operate to trip the circuit breaker:

- Thermal trip
- Magnetic trip
- Optional shunt trip accessory (see Accessories, page 12)

The sensing system is an integral part of a thermal-magnetic circuit breaker. The sensing system continually monitors current flowing through the circuit breaker. It detects abnormal current conditions and, depending on the magnitude of the current, initiates an inverse-time or an instantaneous tripping response. This action causes the tripping mechanism to open the circuit breaker contacts and interrupt current flow. The speed of the tripping process must be controllable and inversely matched to the severity of the overcurrent. QOU miniature circuit breakers have an over-center toggle mechanism for quick-make, quick-break action with positive handle indication. The handle assumes a position between ON (I) and OFF (O) when the circuit breaker has tripped.

ET9 Series

Line Voltage Thermostats



Operational Specifications

Setpoint Temperature Range

50-90°F / 10-32°C

35-75°F / 2-24°C

Rated Differential

2-4°F

Voltage

120-277VAC

Amp Rating

Heating: 22 Amps, Resistive Max.

Cooling: 3/4 HP 125 VAC,

1-1/2 HP 250/277 VAC

Thermometer: Standard

Glass, Alcohol filled

Anticipation: Optional

Fixed Heat

Imported to TPI Specifications

Packaging Specifications

Product Size

4.75"H x 2.9"W x 1.5"D*

Depth is from wall to top of knob.

Individual Carton Size

4.75"L x 3W x 2.75"D

Individual Carton Weight

< 1lb (varies slightly by model)

Master Carton Qty

25 Pcs

Master Carton Size

16"L x 14.5"W x 6"H

Master Carton Weight

19 LBS (varies slightly by model)

| Model | PCN # | DESCRIPTION | Range | Connections | Pos. Off | Anticipator | |
|----------|----------|--------------------------|---------|-------------|----------|-------------|--|
| AET9DWTS | 05238302 | DPST Heat Only | 50-90°F | Wire Leads | Yes | Yes | |
| AET9SWTS | 05238402 | SPST Heat Only | 50-90°F | Wire Leads | No | Yes | |
| ET9DTS | 05238502 | DPST Heat Only | 50-90°F | Terminals | Yes | No | |
| ET9D4TS | 05238602 | DPST Heat Only | 35-75°F | Terminals | Yes | No | |
| ET9DWTS | 05238702 | DPST Heat Only | 50-90°F | Wire Leads | Yes | No | |
| ET9MTS | 05238802 | 2 Stage Heat Only | 50-90°F | Terminals | No | No | |
| ET9STS | 05238902 | SPST Heat Only | 50-90°F | Terminals | No | No | |
| ET9S4TS | 05239002 | SPST Heat Only | 35-75°F | Terminals | No | No | |
| ET9SRTS | 05239102 | SPST Cool Only | 50-90°F | Terminals | No | No | |
| ET9SWTS | 05239202 | SPST Heat Only | 50-90°F | Wire Leads | No | No | |
| ETD9MTS* | 05239302 | 2 Stage Heat, 1 Stg Cool | 50-90°F | Terminals | No | No | |
| ETD9STS | 05239402 | SPDT Heat or Cool | 50-90°F | Terminals | No | No | |

* The 2 stage heat / 1 stage cool models may also be used as a 1 stage heat / 1 stage cool deadband thermostat.

Columbus Electric/div. of TPI
Johnson City, Tennessee

T800-251-7828
F423-477-0545



Switch Gear Space Heaters



Certificate No. 013867

Applications

Heatrex Switchgear Space Heaters are designed to maintain temperature and minimize moisture inside electrical and mechanical equipment enclosures. They conveniently replace strip heaters or other less efficient heating devices.

Standard Features

- Alloy sheathed tubular element
- Grade "A" magnesium-oxide
- Highest quality nickel-chromium resistance wire
- Perforated plated steel shroud
- Multitude of 3/8" diameter mounting holes on Type 1

Optional Features

- Custom wattages/voltages
- Custom dimensions/sizes
- Special moisture resistant vulcanized terminal with lead wire
- Custom mounting brackets and shrouds

Benefits

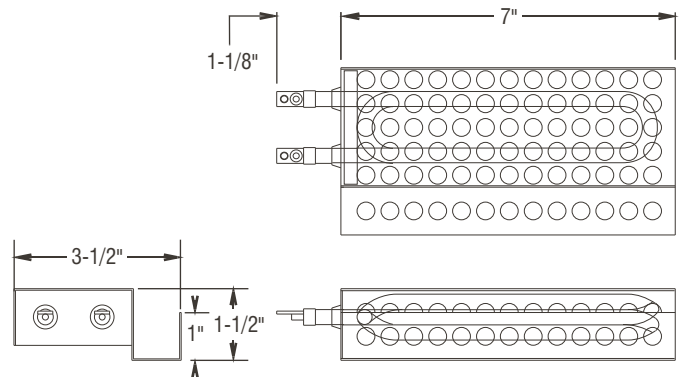
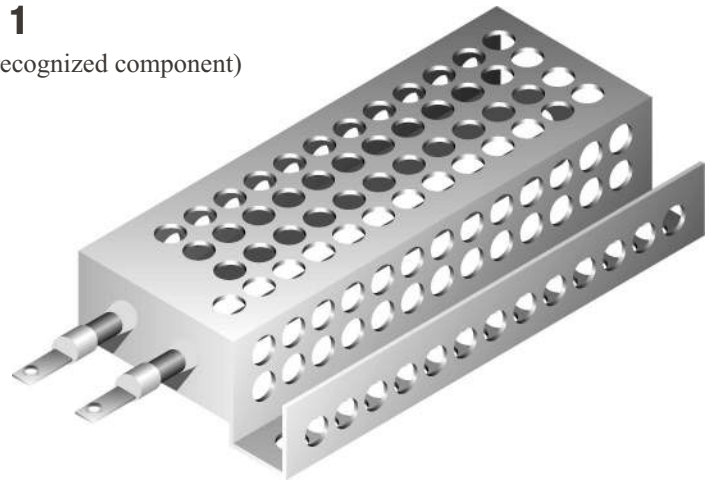
- Long life element
- Easy installation
- Less expensive than strip heaters
- Corrosion resistant mounting bracket offers maximum protection from accidental contact of heating element while allowing continuous circulation of air

Installation

Switchgear space heaters can be mounted to equipment cabinets utilizing the perforated holes. Terminals on Type 1 have #8-32 screw tabs for convenient electrical connections. Type 2 and Type 3 heaters are equipped with mounting tabs and #10-32 threaded "stud" type electrical terminals.

Type 1

(U.L. recognized component)



| Watts | Volts | Catalog Number |
|-------|-------|----------------|
| 100 | 125 | 276-1 |
| 100 | 250 | 276-2 |
| 125 | 120 | 276-19 |
| 125 | 240 | 276-27 |
| 150 | 120 | 276-24 |
| 150 | 208 | 276-16 |
| 150 | 240 | 276-17 |
| 250 | 125 | 276-3 |
| 250 | 250 | 276-4 |
| 300 | 125 | 276-7 |
| 300 | 250 | 276-8 |
| 350 | 125 | 276-5 |
| 350 | 250 | 276-6 |
| 375 | 125 | 276-10 |
| 375 | 250 | 276-11 |



Double Row Terminal Blocks

Series TB300 & TB345

Specifications

Description: Double row terminal blocks.

Ratings:

- Volts: — 600V*
- Amps: — 30A* (TB300)
- 45A (TB345)

Center Spacing: 0.562" or 9/16" (14.28mm)

Wire Range: #8 - 22 AWG Cu

Screw Size: TB300 – #8-32 phillslot screws
TB345 – #10-32 phillslot screws

Torque Rating: #8 screws - 16 lb-in. ;
#10 screws - 20 lb-in.

Distance Between Barriers: 0.41" (10.5mm)

Mounting: TB300 – #8 screws; TB345 – #10 screws

Operating Temperature: 130°C (266°F) max., -40°C (-40°F) min.

Material: Molded base: Black, UL rated 94V0 thermoplastic
Terminal plating: Tin over brass; Screws: zinc-plated steel

Breakdown Voltage: 7500V

Agency Information: UL File E62622, CSA File 47235; IEC Compliance; CE Certified

* Max rating shown; some options may be rated lower - consult Cooper Bussmann.

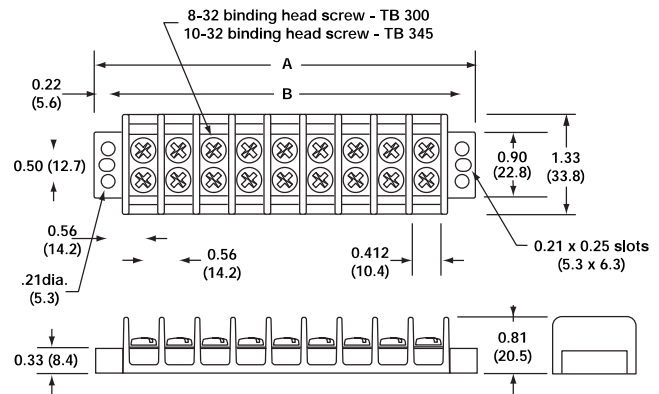
Dimensions - in

| Poles | A | B | Poles | A | B | Poles | A | B |
|-------|------|------|-------|-------|-------|-------|-------|-------|
| 02 | 2.13 | 1.69 | 10 | 6.62 | 6.19 | 18 | 11.12 | 10.68 |
| 03 | 2.69 | 2.25 | 11 | 7.18 | 6.75 | 19 | 11.68 | 11.25 |
| 04 | 3.25 | 2.81 | 12 | 7.75 | 7.31 | 20 | 12.24 | 11.81 |
| 05 | 3.81 | 3.37 | 13 | 8.31 | 7.87 | 21 | 12.80 | 12.37 |
| 06 | 4.37 | 3.94 | 14 | 8.87 | 8.44 | 22 | 13.37 | 12.93 |
| 07 | 4.94 | 4.50 | 15 | 9.43 | 9.00 | 23 | 13.93 | 13.50 |
| 08 | 5.50 | 5.06 | 16 | 9.99 | 9.56 | 24 | 14.49 | 14.06 |
| 09 | 6.06 | 5.62 | 17 | 10.56 | 10.12 | | | |

1" = 25.4mm.



TB300 & TB345 - in (mm)

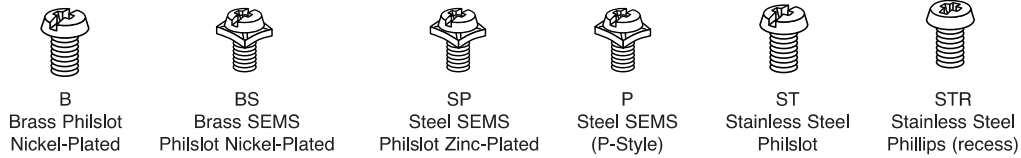


Catalog Number Build-A-Code

| Series | Poles | Screw Options | Marking/Cover | Hardware Options |
|---|---|--|--|--|
| TB <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> | <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> |
| 300 = 8-32 screw 345 = 10-32 screw | 02 to 24 | Blank = Steel phillslot, zinc-plated 00 = Screws shipped bulk B = Brass phillslot, nickel-plated BS = Brass Sems phillslot, nickel-plated (TB300 only) SP = Steel Sems phillslot, zinc-plated P = Steel Sems (P-style) ST = Stainless steel, phillslot STR = Stainless steel, phillips (recess) | L1 to L6 Marking Strips (pg 318) Special Markings (pg 318) Covers (pg 318) | QC1 to QC20 = Quick connects (TB300 only) J301 = Flat slip-on jumper OJ6 = Over barrier jumper OJ11 = Over barrier jumper |

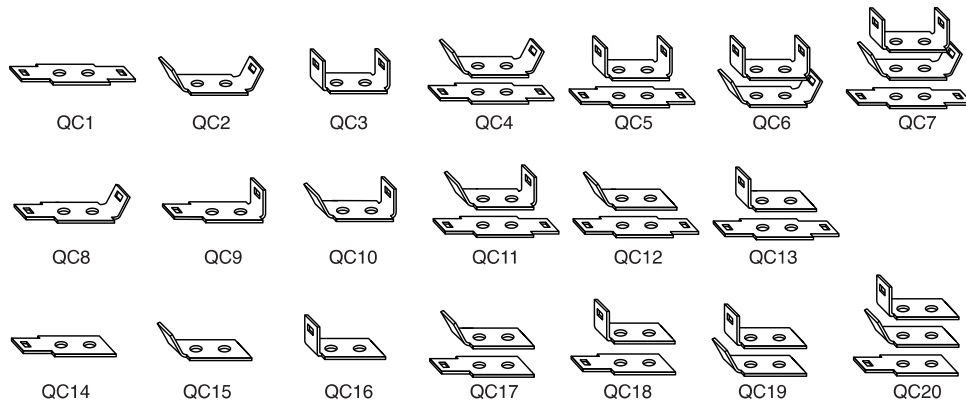
Double Row Terminal Blocks

Screw Options

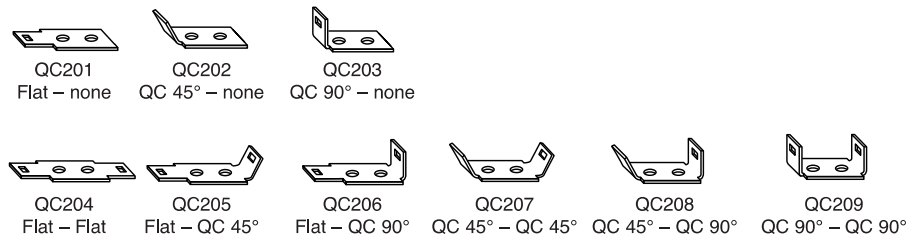


Hardware Options

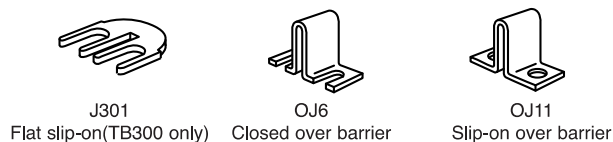
Quick Connects – Assembled: TB300 only. Terminals 0.25" x 0.031". Maximum current rating 20 amps. For other orientations, contact Cooper Bussmann.



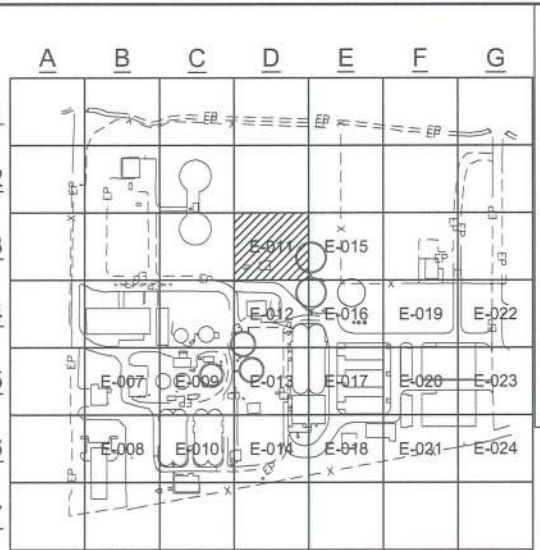
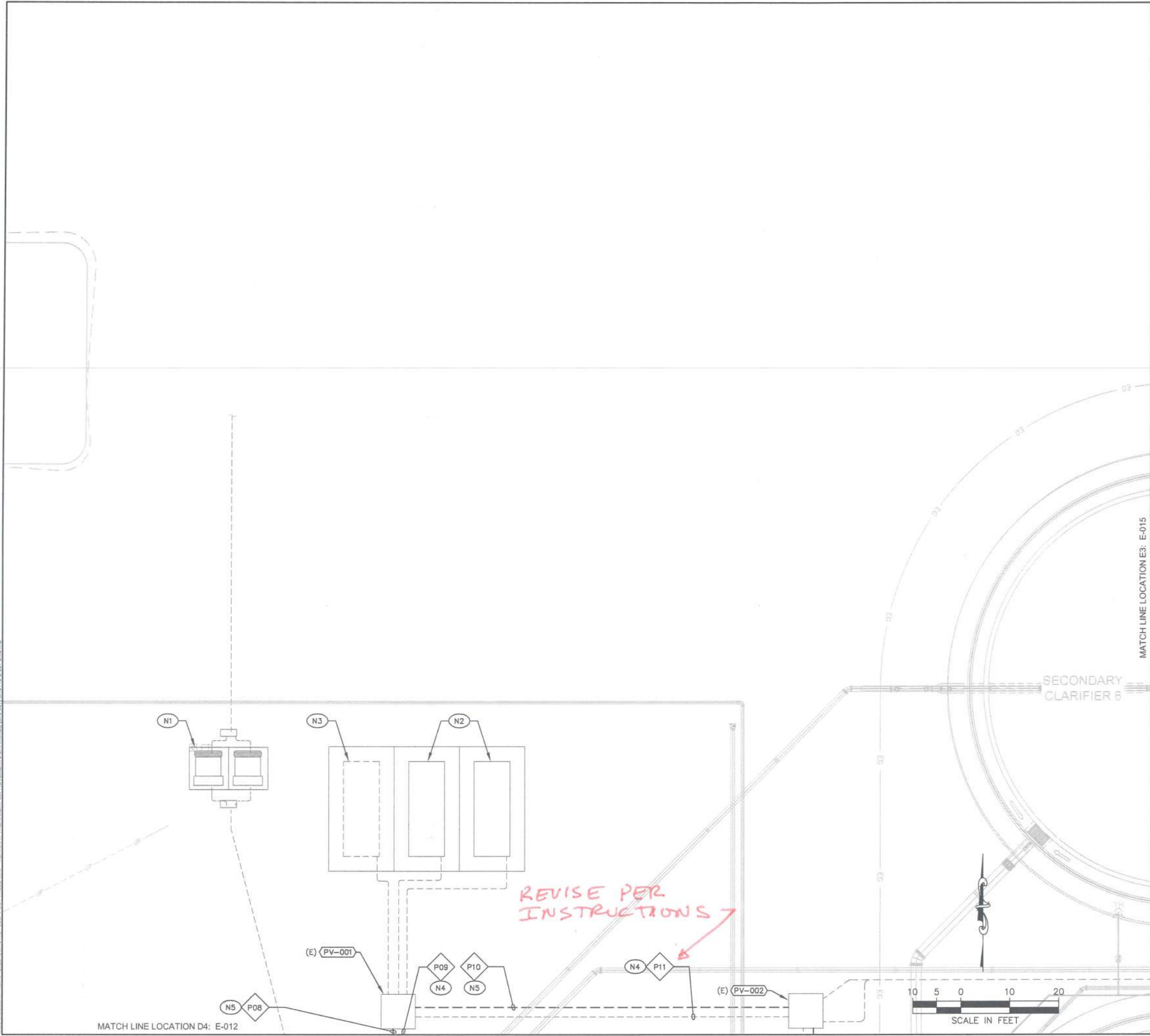
Quick Connects – Bulk: (*TB300 only) minimum order per part number. – 100 pieces.



Jumpers – Bulk: minimum order per part number – 100 pieces. Contact Cooper Bussmann for jumper assembly.



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 Date Created: 4/11/2019 5:20:18 PM 110 - JUB - POST FALLS WRF - TERTIARY TREATMENT IMPROVEMENTS DRAWINGS (070-087) M18110-E-007-24.DWG



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 RAYMOND JOSEPH MATYNS

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NOTES: (for this sheet)

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- (N2) EXISTING STANDBY GENERATORS.
- (N3) FUTURE STANDBY GENERATOR.
- (N4) EXISTING SPARE UNDERGROUND CONDUITS WITH NEW CABLES.
- (N5) NEW UNDERGROUND DUCTBANK WHERE NOTED.

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 CITY OF POST FALLS**

ELECTRICAL LOCATION D3 PLAN VIEW

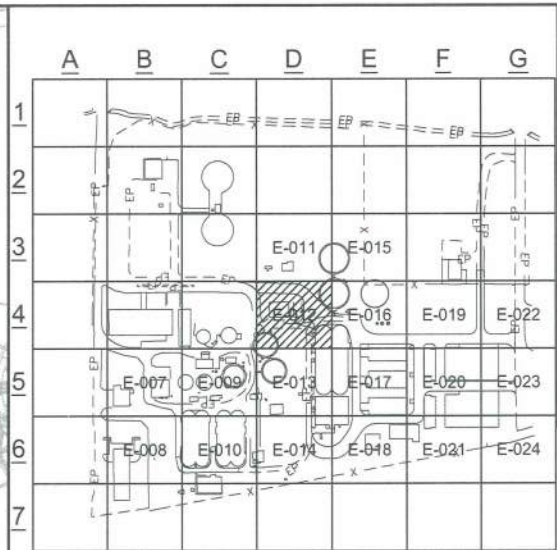
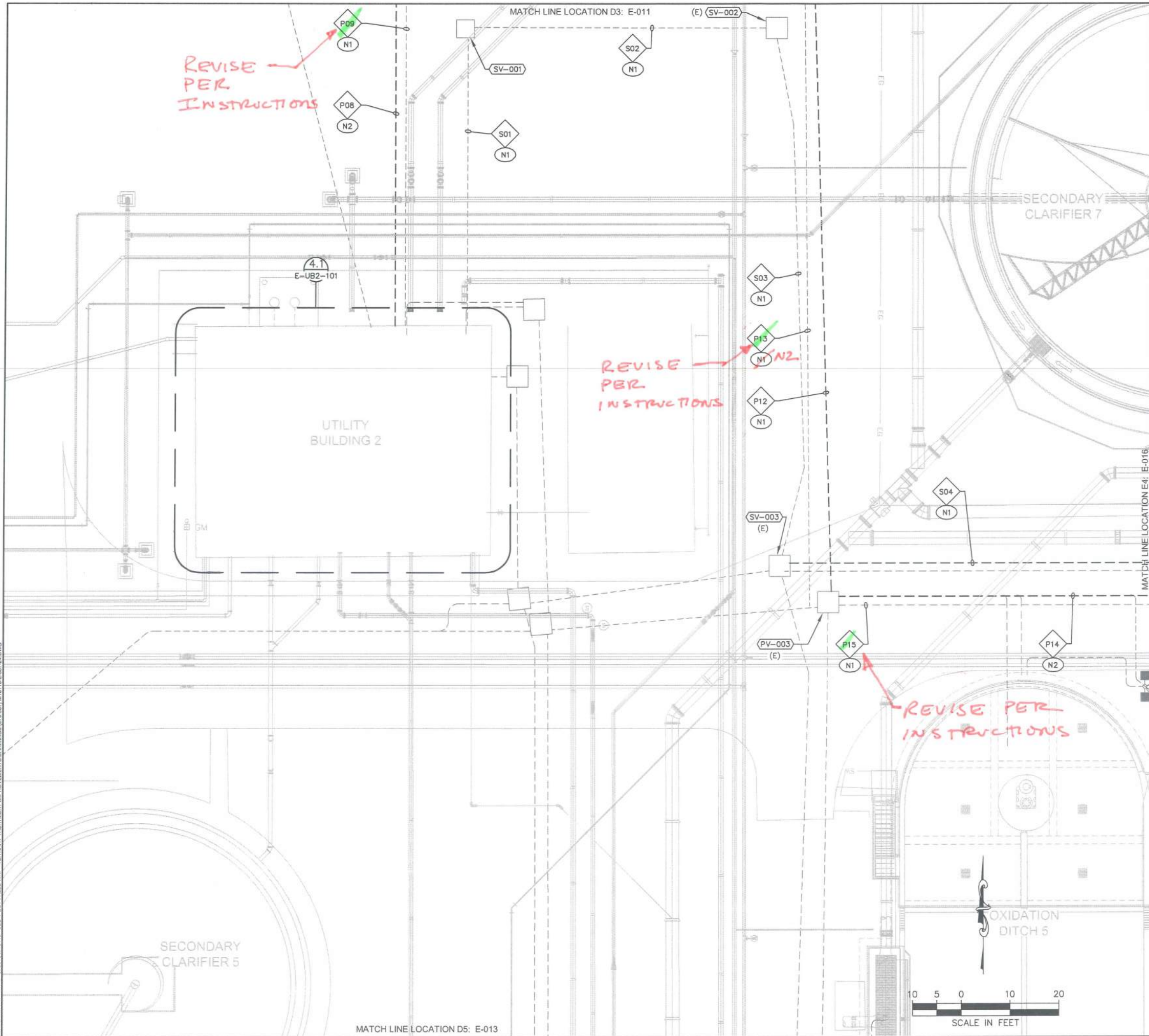
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 DESIGN BY: MSA
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SHEET: **89**

DRAWING: **E-011**

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NOTES: (for this sheet)

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 (N2) NEW U/G DUCTBANK WHERE NOTED.

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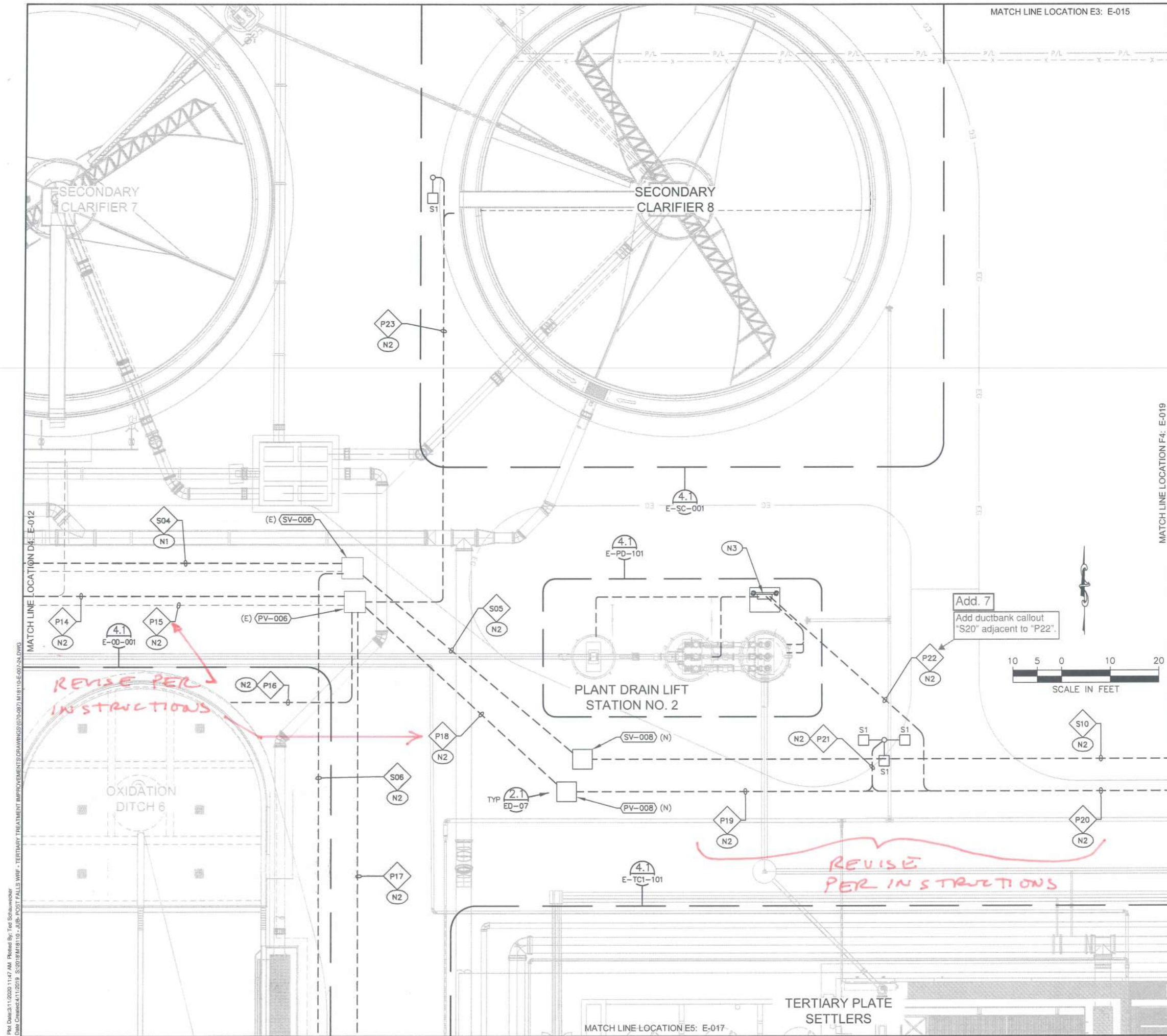
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 CITY OF POST FALLS
 ELECTRICAL LOCATION D4 PLAN VIEW

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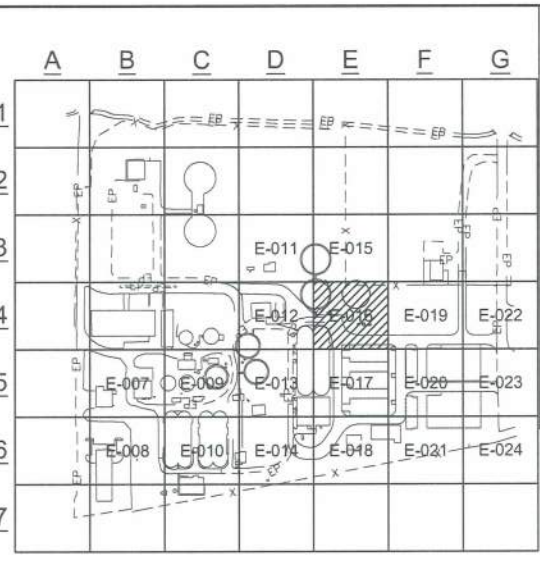
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MATCH LINE LOCATION E3: E-015



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NOTES: (for this sheet)

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- (N2) NEW U/G DUCTBANK WHERE NOTED.
- (N3) PLANT DRAIN LIFT STATION NO. 2 CONTROL PANEL.

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Add. 7
 Add ductbank callout "S20" adjacent to "P22".



REVISE PER INSTRUCTIONS

REVISE PER INSTRUCTIONS

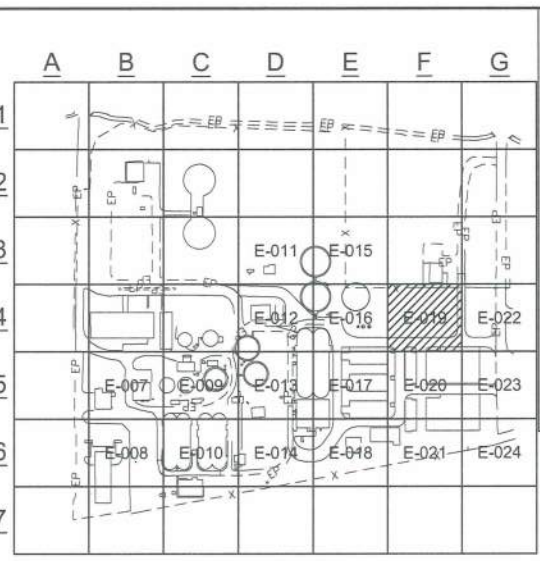
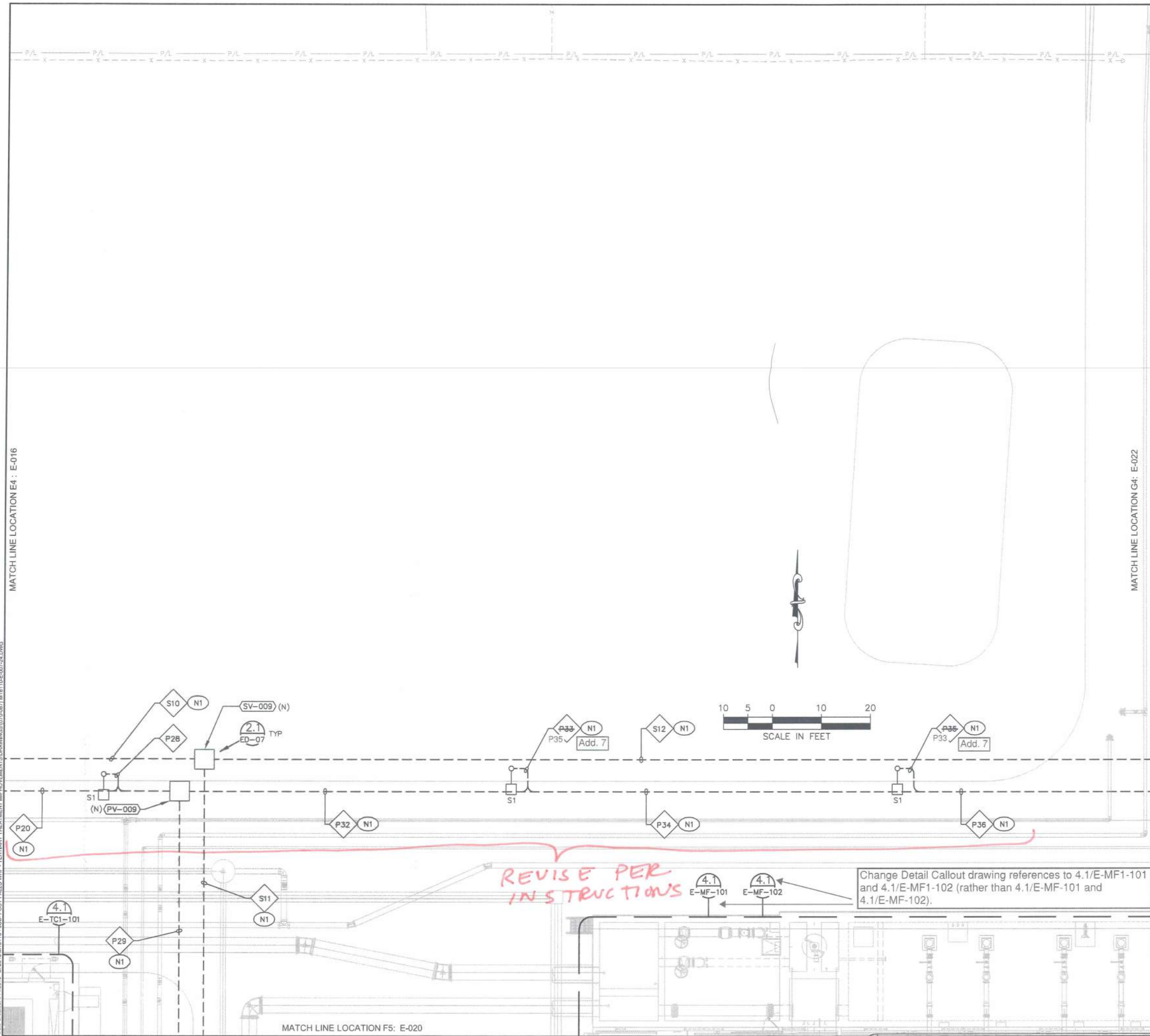
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WRF TERTIARY TREATMENT IMPROVEMENTS
CITY OF POST FALLS

ELECTRICAL LOCATION E4 PLAN VIEW

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 RAYMOND JOSEPH WATKINS
DATE ORIGINAL SIGNED: 3/13/2020

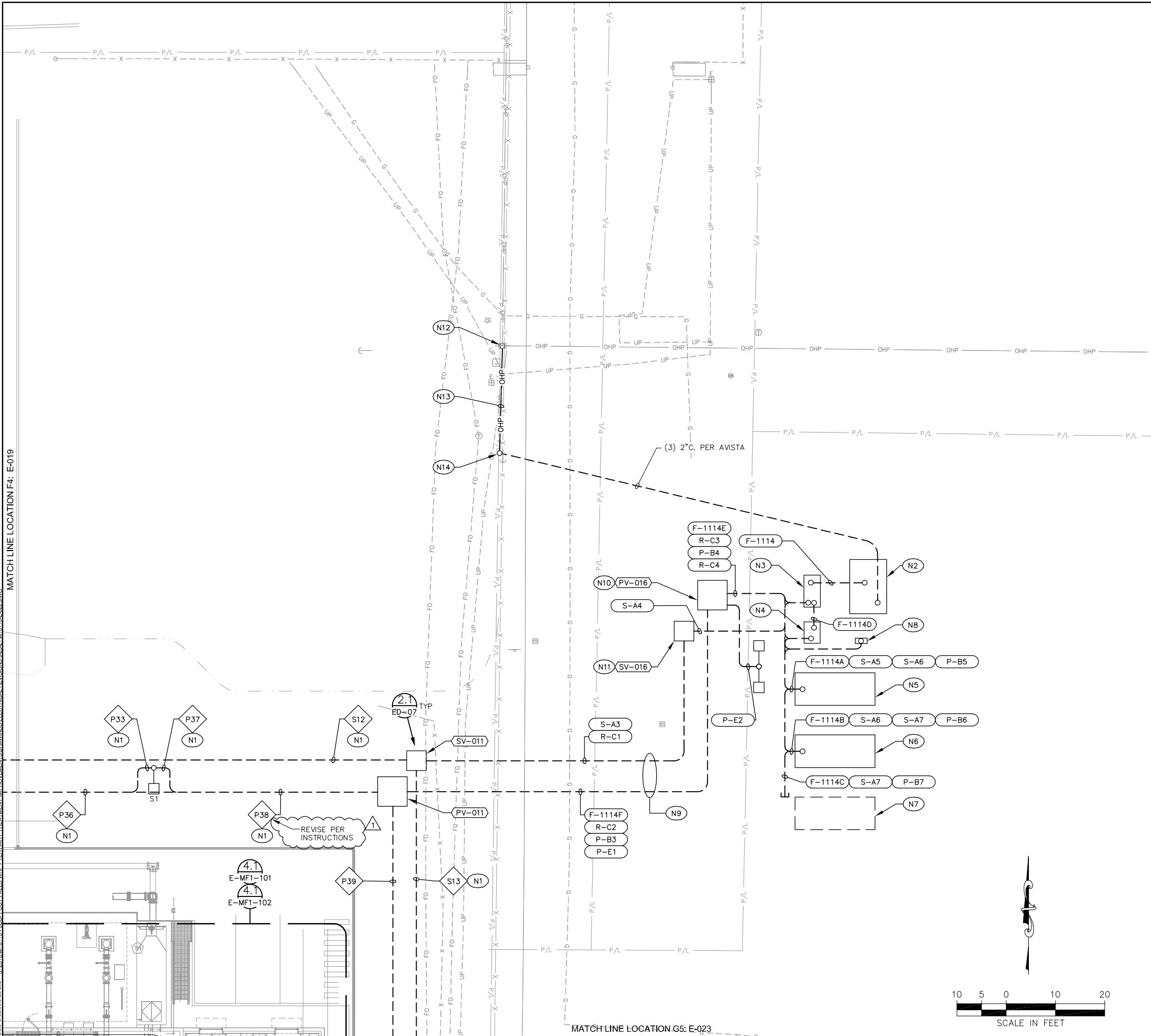
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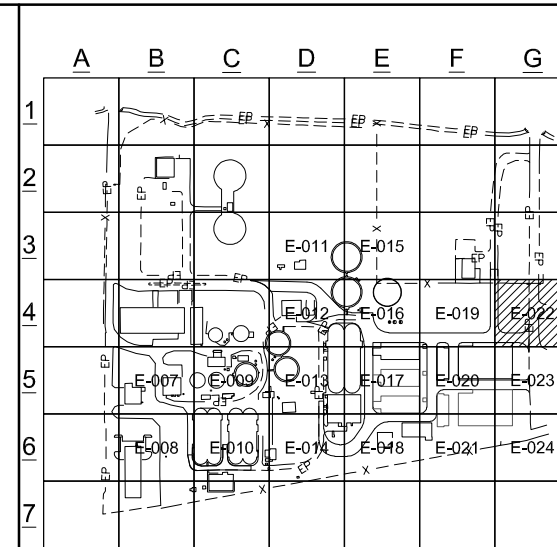
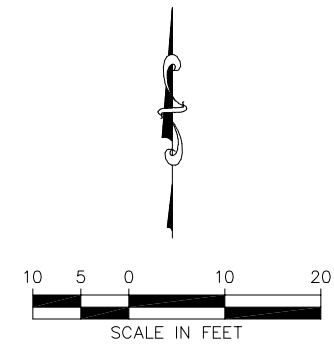
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WRF TERTIARY TREATMENT IMPROVEMENTS
CITY OF POST FALLS
 ELECTRICAL LOCATION F4 PLAN VIEW

| |
|--|
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| JUB PROJ. #: 20-18-024 |
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| DESIGN BY: MSA |
| CHECKED BY: RLW |
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| AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY |
| LAST UPDATED: 03/08/20 |
| SHEET: 97 |
| DRAWING: E-019 |



MATCH LINE LOCATION G5: E-023

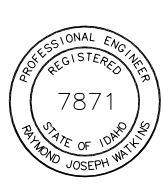


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NOTES: (for this sheet)

- (N1) NEW DUCTBANK WHERE NOTED.
- (N2) UTILITY TRANSFORMER.
- (N3) ATS-2.
- (N4) DISTRIBUTION PANEL "DP-GEN".
- (N5) GENERATOR "G-4".
- (N6) GENERATOR "G-5".
- (N7) FUTURE GENERATOR "G-6".
- (N8) PANEL "L-GEN" ON EQUIPMENT RACK. PROVIDE 20A, GFCI, WP RECEPTACLE ON RACK.
- (N9) CONCRETE ENCASED DUCT BANK PER DETAIL ED-07/1.3.
- (N10) 6' X 6' X 7'H VAULT WITH MANHOLE COVER PER DETAIL ED-07/2.2.
- (N11) 4' X 4' X 4'H VAULT WITH MANHOLE COVER PER DETAIL ED-07/2.2.
- (N12) EXISTING OVERHEAD POWER TO BE EXTENDED.
- (N13) OVERHEAD POWER EXTENSION.
- (N14) NEW OVERHEAD POWER POLE AND UNDERGROUND DIP FOR NEW SERVICE TRANSFORMER. POLE LOCATION IS APPROXIMATE.
- (N15) REFERENCE CIVIL DRAWINGS FOR FOUNDATION REQUIREMENTS.

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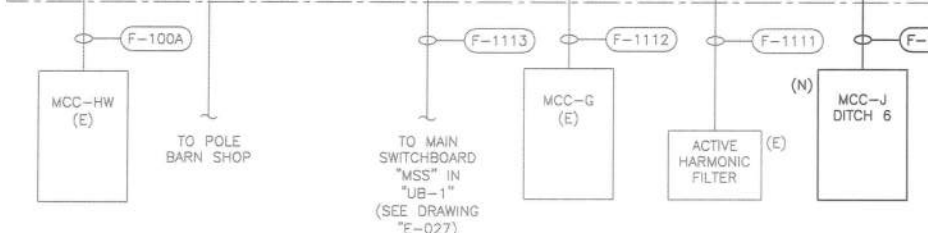
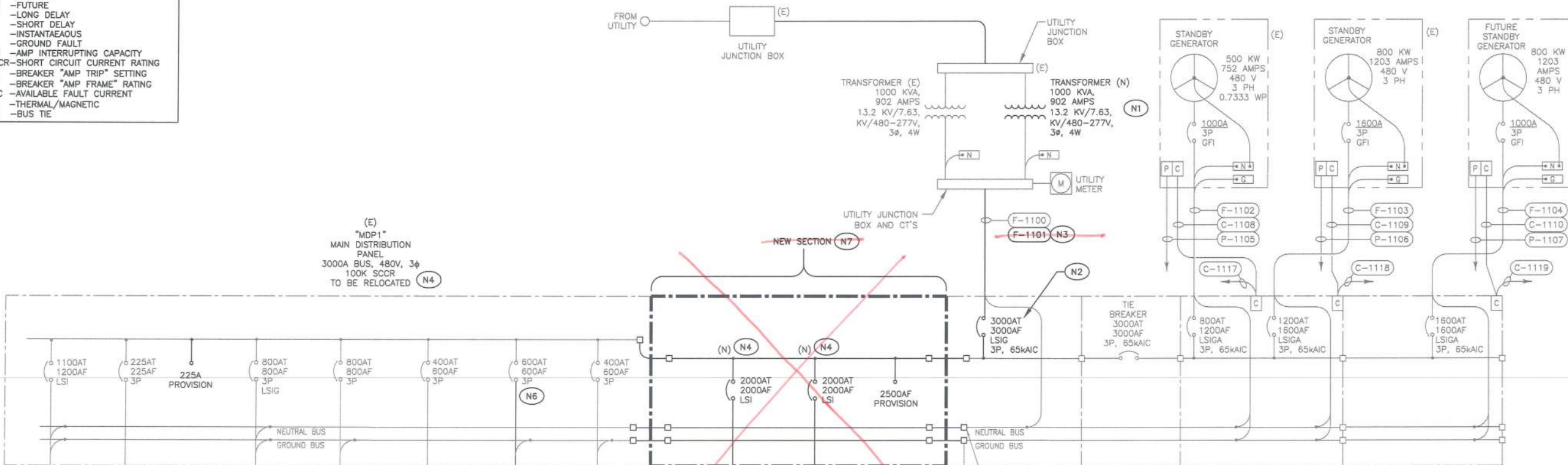
| NO. | REVISION | DATE |
|-----|------------------|------------------|
| 1 | SERVICE REVISION | TLS/RJW 08/24/21 |
| | DESCRIPTION | BY/APP/ DATE |

**WRF TERTIARY TREATMENT IMPROVEMENTS
CITY OF POST FALLS**

ELECTRICAL LOCATION G4 PLAN VIEW

DESIGNATIONS

- (N) -NEW
- (E) -EXISTING
- (F) -FUTURE
- LSI -LONG DELAY
- IC -INSTANTANEOUS
- AC -AMP INTERRUPTING CAPACITY
- SCCR -SHORT CIRCUIT CURRENT RATING
- AT -BREAKER "AMP TRIP" SETTING
- AF -BREAKER "AMP FRAME" RATING
- AFC -AVAILABLE FAULT CURRENT
- TM -THERMAL/MAGNETIC
- -BUS TIE



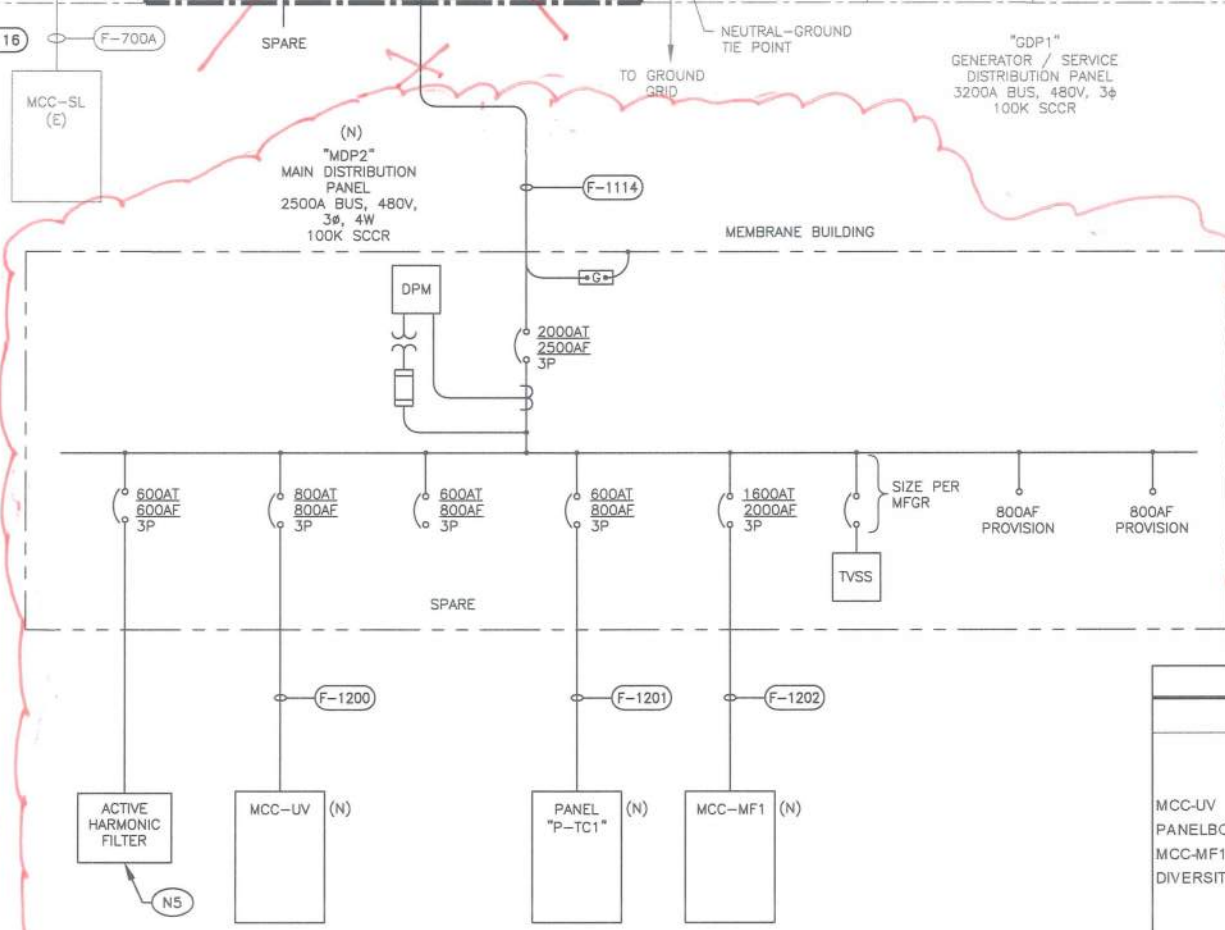
REVISED MDP1/GDP1 LOAD CALCULATION

277/480V, 3Ø, 4W AS

| | Ø A | LOAD (VA) Ø B | Ø C |
|--|--------------------|--------------------|--------------------|
| MCC-HW | 237,593 | 235,248 | 233,988 |
| MCC-SL | 52,996 | 51,436 | 51,436 |
| MCC-G | 164,887 | 164,887 | 164,887 |
| MAIN SWITCHBOARD "MSS" (UB-1) | 198,087 | 199,843 | 196,894 |
| MCC-J (NEW AT UB-2) | 127,439 | 127,151 | 127,151 |
| MAIN DISTRIBUTION PANEL "MDP2" (NEW AT MEMBRANE BLDG) | 362,544 | 377,771 | 363,224 |
| DIVERSITY | -457,418 | -457,418 | -457,418 |
| Total Connected Load (VA): | 686,127 | 698,918 | 680,161 |
| Total Code Load (VA): | 686,127 | 698,918 | 680,161 |
| Total Code Load (Amps): | 2477 | 2524 | 2456 |

1692 1683 1668

Relocated to DRAWING E-026A



NOTES: (for this sheet)

- (N1) NEW UTILITY TRANSFORMER.
- (N2) EXISTING 3000A TRIP UNIT ADJUSTED PER ENGINEER.
- (N3) ~~NEW PARALLEL FEEDER.~~
- (N4) DURING THE DESIGN, THE SWITCHGEAR REVISIONS AND BREAKER ADDITIONS WERE COORDINATED WITH STEVEN KERN, EATON, (509) 922-4055, STEPHENKERN@EATON.COM AND NICK VOELKER, EATON SERVICE APPLICATION ENGINEER, (425) 644-6285, NICHOLASJVOELKER@EATON.COM.
- (N5) PROVIDE AN ACTIVE HARMONIC FILTER LOCATED IN THE ELECTRICAL ROOM OF THE MEMBRANE BUILDING. PROVIDE ALL REQUIRED CONDUIT, CONDUCTORS, CT'S AND CONTROLS REQUIRED FOR A COMPLETE SYSTEM. PROVIDE 600AF LSI CIRCUIT BREAKER WITH A TRIP UNIT SIZED TO MATCH THE PROVIDED ACTIVE HARMONIC FILTER.
- (N6) EXISTING SPARE BREAKER.
- (N7) REFERENCE DETAIL "2.2" ON DRAWING "E-UB2-901". PROVIDE ALL MATERIAL AND LABOR TO INSERT NEW VERTICAL BREAKER SECTION AND RELOCATE PANEL "MDP1" TO THE LEFT APPROXIMATELY 22". EXTEND/SPLICE ALL CONDUCTORS LEAVING PANEL "MDP1" AS REQUIRED.

"MDP2" LOAD CALCULATION

277/480V, 3Ø, 4W, 2000A FNL

| | Ø A | LOAD (VA) Ø B | Ø C |
|-----------------------------------|----------------|----------------|----------------|
| MCC-UV | 188,113 | 185,742 | 160,507 |
| PANELBOARD P-TC1 | 108,925 | 141,300 | 137,440 |
| MCC-MF1 | 428,050 | 428,500 | 428,500 |
| DIVERSITY | -362,544 | -377,771 | -363,224 |
| Total Connected Load (VA): | 362,544 | 377,771 | 363,224 |
| + 25% of Continuous Load: | 1358 | | |
| + 25% of Largest Motor: | 505 | 505 | 505 |
| Total Code Load (VA): | 364,407 | 378,276 | 363,729 |
| Total Code Load (Amps): | 1316 | 1366 | 1314 |

JUB ENGINEERS, INC.
1038 W. Davidson Avenue
Coeur d'Alene, ID 83814
(208) 666-4001 office
(208) 666-4021 fax

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
Fax: 208.762.9797
www.jub.com

ORIGINAL SIGNED BY:
RAYMOND J. [Signature]
7871
DATE ORIGINAL SIGNED:
05/20/2020

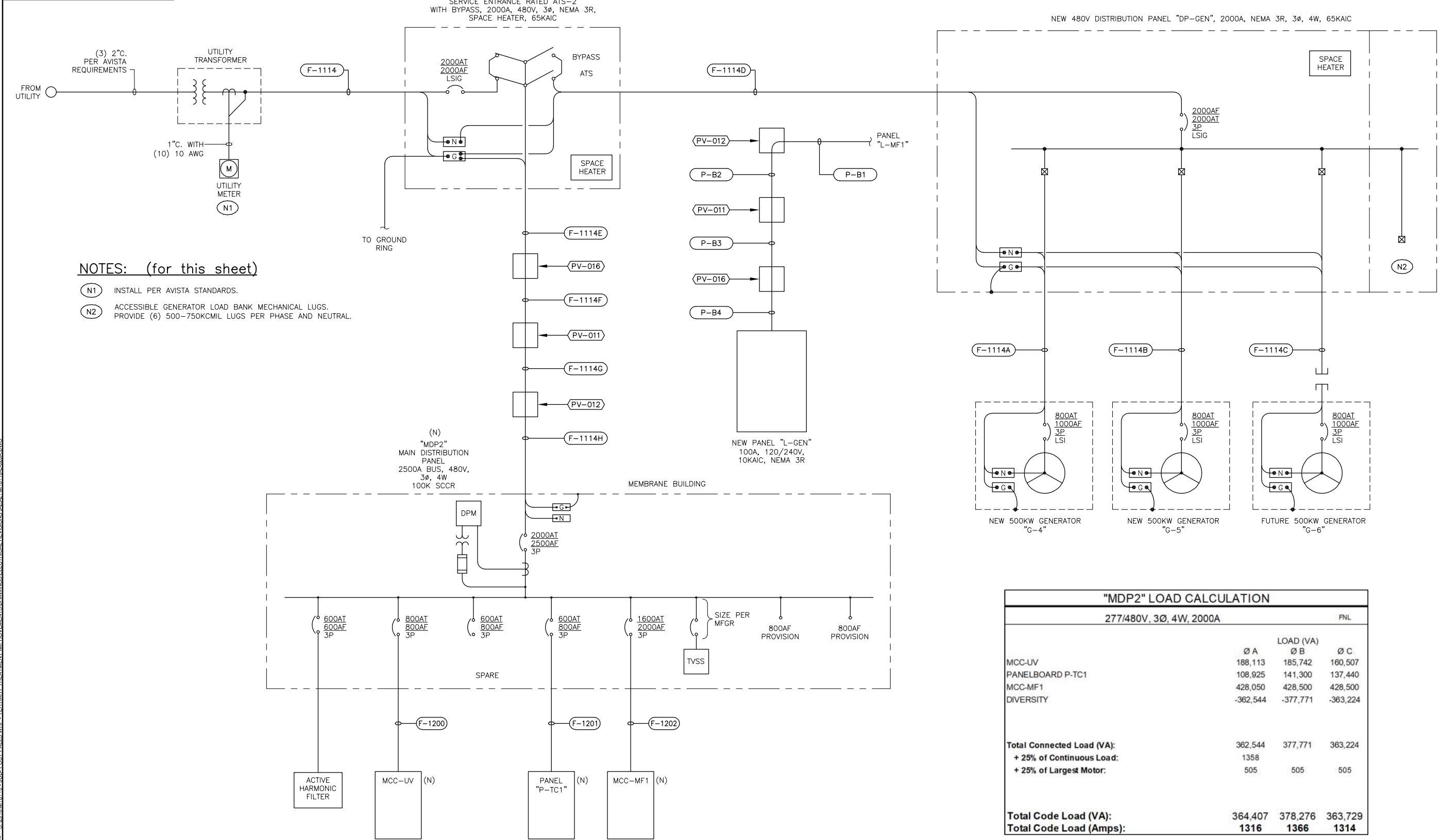
REUSE OF DRAWINGS AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

| NO. | REVISION | DATE | BY |
|-----|----------------|----------|-----|
| 3 | ADDENDUM NO. 8 | 05/20/20 | RLW |
| 2 | ADDENDUM NO. 7 | 05/11/20 | RLW |
| 1 | ADDENDUM NO. 6 | 05/11/20 | RLW |

WRF TERTIARY TREATMENT IMPROVEMENTS
CITY OF POST FALLS

OVERALL PLANT ONE-LINE DIAGRAM

| DESIGNATIONS | |
|--------------|-------------------------------|
| (N) | -NEW |
| (E) | -EXISTING |
| (F) | -FUTURE |
| L | -LONG DELAY |
| S | -SHORT DELAY |
| I | -INSTANTANEOUS |
| G | -GROUND FAULT |
| AIC | -AMP INTERRUPTING CAPACITY |
| SCCR | -SHORT CIRCUIT CURRENT RATING |
| AT | -BREAKER "AMP TRIP" SETTING |
| AF | -BREAKER "AMP FRAME" RATING |
| AFC | -AVAILABLE FAULT CURRENT |
| TM | -THERMAL/MAGNETIC |
| □ | -BUS TIE |



NOTES: (for this sheet)

(N1) INSTALL PER AVISTA STANDARDS.

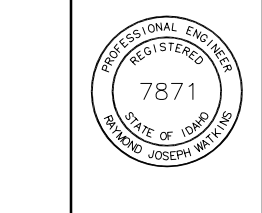
(N2) ACCESSIBLE GENERATOR LOAD BANK MECHANICAL LUGS. PROVIDE (6) 500-750KCMIL LUGS PER PHASE AND NEUTRAL.

| "MDP2" LOAD CALCULATION | | | |
|-----------------------------------|----------------|----------------|----------------|
| 277/480V, 3Ø, 4W, 2000A | | | |
| | LOAD (VA) | | |
| | Ø A | Ø B | Ø C |
| MCC-UV | 188,113 | 185,742 | 180,507 |
| PANELBOARD P-TC1 | 108,925 | 141,300 | 137,440 |
| MCC-MF1 | 428,050 | 428,500 | 428,500 |
| DIVERSITY | -362,544 | -377,771 | -363,224 |
| Total Connected Load (VA): | 362,544 | 377,771 | 363,224 |
| + 25% of Continuous Load: | 1358 | | |
| + 25% of Largest Motor: | 505 | 505 | 505 |
| Total Code Load (VA): | 364,407 | 378,276 | 363,729 |
| Total Code Load (Amps): | 1316 | 1366 | 1314 |

4.1 OVERALL PLANT ONE-LINE DIAGRAM
NOT TO SCALE

1038 W. Davidson Avenue
Coeur d'Alene, ID 83814
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Fax: 208.762.9797
www.jub.com



REUSE OF DRAWINGS INCORPORATED INTO OTHER PROJECTS WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF JUB ENGINEERS, INC.

| NO. | DATE | BY | DESCRIPTION |
|-----|----------|-----|----------------|
| 1 | 05/01/20 | TLS | ADDendum NO. 1 |
| 2 | 05/01/20 | TLS | ADDendum NO. 2 |
| 3 | 05/20/20 | TLS | ADDendum NO. 3 |
| 4 | 09/24/21 | TLS | ADDendum NO. 4 |

WRF TERTIARY TREATMENT IMPROVEMENTS
CITY OF POST FALLS

PROPOSED SECOND SERVICE ONE-LINE DIAGRAM

FILE: M18110-E-026A
JUB PROJ #: 20-18-024
DRAWN BY: TLS
DESIGN BY: MSA
CHECKED BY: RJW

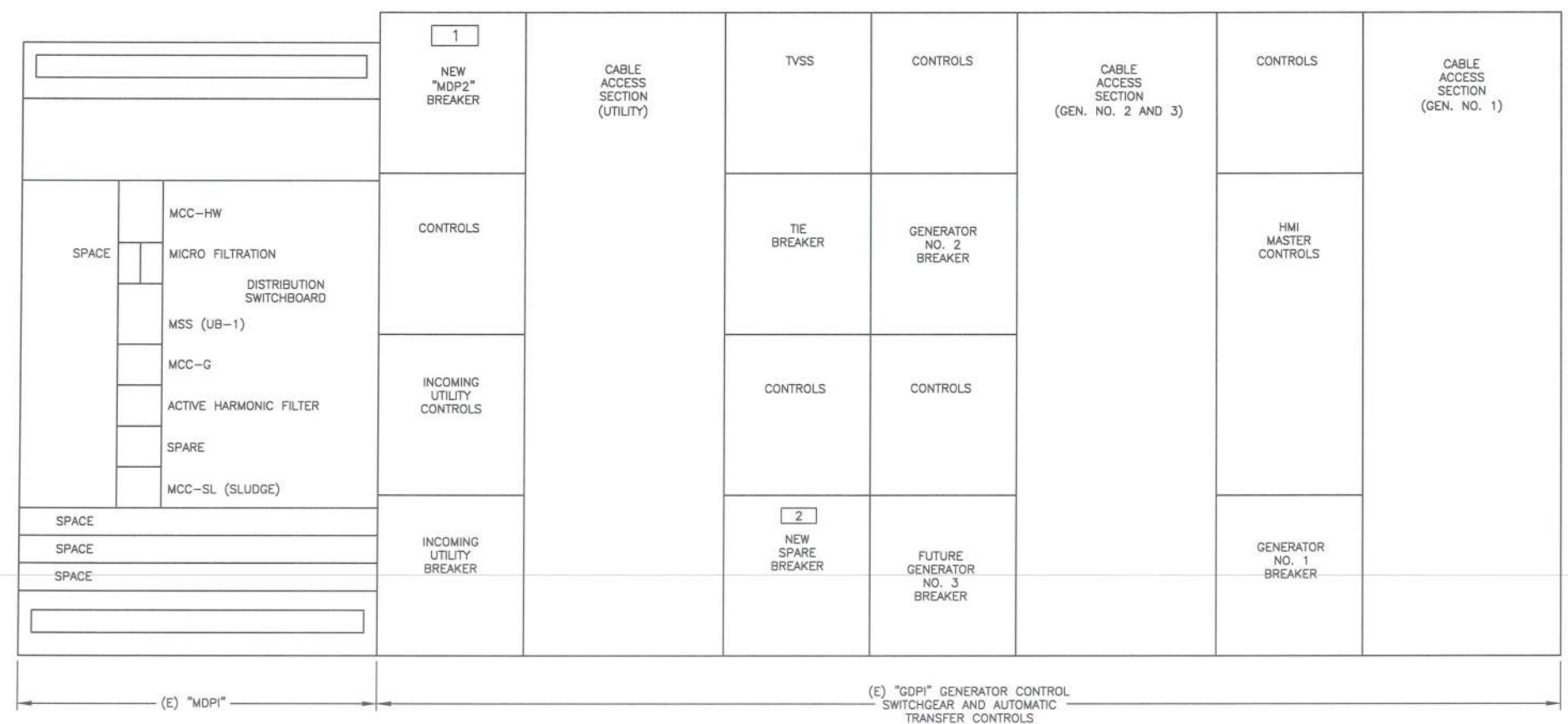
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 05/20/20

SHEET:
DRAWING:
E-026A

Plot Date: 5/27/2021 2:25 PM Plotted By: Ted Schwanmiller Date Created: 5/25/2021 5:03:18 PM PLOT: JUB-POST FALLS-WRF-TERTIARY TREATMENT IMPROVEMENTS-DRAWINGS-ELECTRICAL-REVISIONS-5-25-21-M18110-E-026A.DWG

NOTES: (for this detail)

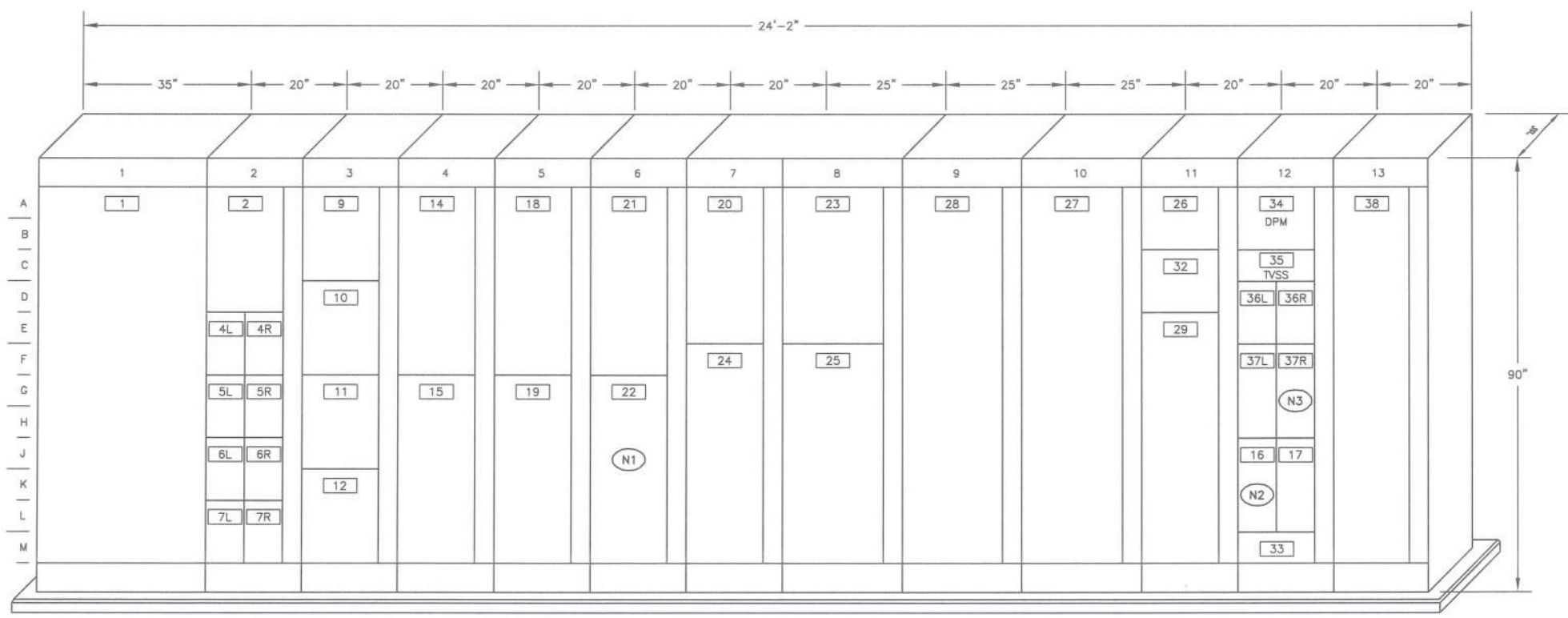
(N1) PROVIDE AND INSTALL COMPLETE NEW BREAKER SECTION IN EXISTING SWITCHGEAR (CAT. ELECTRIC I.D. #SWG36174)



(E) "GDPI" AND "MDPI" NAMEPLATE SCHEDULE

| NP | LINE 1 | LINE 2 |
|----|--------|-------------------|
| 1 | MDP2 | MEMBRANE BUILDING |
| 2 | SPARE | CIRCUIT BREAKER |

2.1 UTILITY BUILDING NO. 2
MAIN DISTRIBUTION SWITCHBOARD "GDP1" AND "MDP1"
NOT TO SCALE



NOTES: (for this detail)

- (N1) ANOXIC RECYCLE PUMP "P-506" SHALL BE RE-FED FROM NEW "MCC-J". REMOVE MOTOR FEEDER CONDUCTORS AND PROVIDE "SPARE" NAMEPLATE.
- (N2) UTILITY WATER FEEDER BREAKER. REMOVE CONDUCTORS AND PROVIDE NEW NAMEPLATE "SPARE".
- (N3) UV PANEL FEEDER TO REMAIN.

4.1 MOTOR CONTROL CENTER
"MCC-G" REVISED ELEVATION DETAIL
NOT TO SCALE

CONDUIT AND WIRE SCHEDULE - SHEET 8

ABBREVIATIONS: CAB-CABLE CTL-CONTROL DISC-DISCONNECT JB-JUNCTION BOX LEV-LEVEL MFG-MANUFACTURER MTR-MOTOR PRESS-PRESSURE PR-PAIR PWR-POWER RCPT-RECEPTACLE

SIG-SIGNAL SPC-SHIELDED POWER CABLE STP-STRAINED SHIELDED PAIR CABLE SW-SWITCH XMITTER-TRANSMITTER (2-7C)-INDICATES TWO-SEVEN CONDUCTOR CABLES

| CONDUIT TAG | SERVICE | ROUTING | | CABLE NUMBER(S) | CONDUIT | | CONDUCTORS | | REMARKS OR REFERENCE DRAWING |
|-------------|----------------------------------|---|---|-----------------|---------|-------|------------------------------|-------------------|--|
| | | FROM | TO | | QTY | SIZE | (QTY) & SIZE | GROUND SIZE | |
| P-1006 | TABLET CLHORINATOR CONTROL PANEL | EXISTING PANEL "LAA" | TABLET CLHORINATOR CONTROL PANEL | | 1 | 3/4" | (2) 12 AWG | 12 AWG | |
| S-1007 | TABLET CLHORINATOR CONTROL PANEL | EXISTING LOCAL CONTROL PANEL "LCP-UB1" | TABLET CLHORINATOR CONTROL PANEL | | 1 | 1" | (1) 16 AWG STP, (1) CAT 5e | 14 AWG | |
| C-1008 | TABLET CLHORINATOR CONTROL PANEL | EXISTING LOCAL CONTROL PANEL "LCP-UB1" | TABLET CLHORINATOR CONTROL PANEL | | 1 | 3/4" | (10) 14 AWG | 14 AWG | |
| S-1009 | FLOW METER SIGNALS | EXISTING LOCAL CONTROL PANEL "LCP-UB1" | DI-FIT-0980-1 AND DI-FIT-0980-2 | | 1 | 3/4" | (8) 14 AWG | 14 AWG | |
| C-1010 | FLOW METER POWER AND PULSE | EXISTING LOCAL CONTROL PANEL "LCP-UB1" | DI-FIT-0980-1 AND DI-FIT-0980-2 | | 1 | 1" | (2) 16 AWG STP | 14 AWG | |
| R-1019 | SPARE | EXISTING PV-006 | OD-6 | | 1 | 2" | PULL STRING | | |
| R-1020 | SPARE | EXISTING PV-006 | PV-007 | | 4 | 4" | PULL STRING | | |
| R-1020A | SPARE | EXISTING PV-006 | PV-007 | | 4 | 2" | PULL STRING | | |
| R-1021 | SPARE | EXISTING PV-006 | PV-008 | | 4 | 4" | PULL STRING | | |
| R-1021A | SPARE | EXISTING PV-006 | PV-008 | | 4 | 2" | PULL STRING | | |
| R-1022 | SPARE | PV-008 | PV-009 | | 4 | 4" | PULL STRING | | |
| R-1022A | SPARE | PV-008 | PV-009 | | 4 | 2" | PULL STRING | | |
| R-1023 | SPARE | PV-009 | PV-010 | | 4 | 4" | PULL STRING | | |
| R-1023A | SPARE | PV-009 | PV-010 | | 4 | 2" | PULL STRING | | |
| R-1024 | SPARE | PV-009 | PV-011 | | 4 | 4" | PULL STRING | | |
| R-1024A | SPARE | PV-009 | PV-011 | | 4 | 2" | PULL STRING | | |
| R-1025 | SPARE | PV-011 | PV-012 | | 6 | 4" | PULL STRING | | |
| R-1025A | SPARE | PV-011 | PV-012 | | 6 | 2" | PULL STRING | | |
| R-1026 | SPARE | PV-012 | MEMBRANE BUILDING ELECTRICAL ROOM | | 8 | 4" | PULL STRING | | |
| R-1026A | SPARE | PV-012 | MEMBRANE BUILDING ELECTRICAL ROOM | | 8 | 2" | PULL STRING | | |
| R-1027 | SPARE | PV-012 | PV-013 | | 6 | 4" | PULL STRING | | |
| R-1027A | SPARE | PV-012 | PV-013 | | 6 | 2" | PULL STRING | | |
| R-1028 | SPARE | PV-013 | PV-014 | | 6 | 4" | PULL STRING | | STUB-UP AND CAP |
| R-1028A | SPARE | PV-013 | PV-014 | | 6 | 2" | PULL STRING | | STUB-UP AND CAP |
| R-1029 | SPARE | PV-014 | PV-015 | | 3 | 4" | PULL STRING | | STUB-UP AND CAP |
| R-1029A | SPARE | PV-014 | PV-015 | | 3 | 2" | PULL STRING | | STUB-UP AND CAP |
| R-1030 | SPARE | EXISTING SV-006 | SV-007 | | 6 | 2" | PULL STRING | | |
| R-1031 | SPARE | EXISTING SV-006 | SV-008 | | 6 | 2" | PULL STRING | | |
| R-1032 | SPARE | SV-008 | SV-009 | | 4 | 2" | PULL STRING | | |
| R-1033 | SPARE | SV-009 | SV-010 | | 4 | 2" | PULL STRING | | |
| R-1034 | SPARE | SV-009 | SV-011 | | 4 | 2" | PULL STRING | | |
| R-1035 | SPARE | SV-011 | SV-012 | | 4 | 2" | PULL STRING | | |
| R-1036 | SPARE | SV-012 | MEMBRANE BUILDING ELECTRICAL ROOM | | 4 | 2" | PULL STRING | | |
| R-1037 | SPARE | SV-012 | SV-013 | | 4 | 2" | PULL STRING | | |
| R-1038 | SPARE | SV-013 | SV-014 | | 2 | 2" | PULL STRING | | STUB-UP AND CAP |
| R-1039 | SPARE | SV-014 | SV-015 | | 2 | 2" | PULL STRING | | STUB-UP AND CAP |
| R-1040 | SPARE | PV-015 | UV BUILDING ELECTRICAL ROOM | | 4 | 4" | PULL STRING | | STUB-UP AND CAP |
| R-1041 | SPARE | SV-015 | UV BUILDING ELECTRICAL ROOM | | 4 | 2" | PULL STRING | | STUB-UP AND CAP |
| R-1042 | SPARE | PV-010 | PLATE SETTLER BUILDING | | 2 | 4" | PULL STRING | | STUB-UP AND CAP |
| R-1043 | SPARE | SV-010 | PLATE SETTLER BUILDING | | 2 | 2" | PULL STRING | | STUB-UP AND CAP |
| F-1100 | | UTILITY TRANSFORMER | MAIN BREAKER IN DISTRIBUTION PANEL "GDP1" | | 4 | 4" | (16) 600 KCMILL (4 PER COND) | | |
| F-1100A | MCC-HW | "MDP1" (UTILITY BUILDING NO. 2 "UB-2") | PV-001 | | 3 | EX 4" | (3) 600 KCMIL | 3/0 AWG | |
| F-1100B | MCC-HW | | PV-010 | | 3 | 4" | (3) 600 KCMIL | 3/0 AWG | |
| F-1100C | MCC-HW | | PV-011 | | 3 | 4" | (3) 600 KCMIL | 3/0 AWG | |
| F-1100D | MCC-HW | | PV-012 | | 3 | 4" | (3) 600 KCMIL | 3/0 AWG | |
| F-1100E | MCC-HW | | PV-013 | | 3 | 4" | (3) 600 KCMIL | 3/0 AWG | |
| F-1100F | MCC-HW | | MCC-HW | | 3 | 4" | (3) 600 KCMIL | 3/0 AWG | |
| F-1101 | UTILITY SERVICE | UTILITY SECONDARY ENCLOSURE | MAIN BREAKER IN DISTRIBUTION PANEL "GDP1" | | 4 | 4"(E) | (4) 600-KCMIL | - | NEW CONDUCTORS IN EXISTING SPARE CONDUIT |
| F-1102 | | 500 KW GENERATOR (RELOCATED) | GENERATOR BREAKER IN DIST. PANEL "GDP1" | | 2 | 4" | (8) 600 KCMIL (4 PER COND) | 1/0 AWG | |
| F-1103 | | 800 KW GENERATOR (NEW) | GENERATOR BREAKER IN DIST. PANEL "GDP1" | | 3 | 4" | (12) 600 KCMIL (4 PER COND) | 3/0 AWG | |
| F-1104 | | 800 KW GENERATOR (FUTURE) | GENERATOR BREAKER IN DIST. PANEL "GDP1" | | 3 | 4" | (CONDUCTORS ARE FUTURE) | | |
| P-1105 | | 500 KW GEN.(RELOCATED) - HEATER & CHARGER | SPARE BREAKER IN PANEL "U2N" | | 1 | 1" | (4) 10 AWG | 10 AWG | |
| P-1106 | | 800 KW GEN. (NEW) - HEATER & CHARGER | SPARE BREAKER IN PANEL "U2N" | | 1 | 1" | (4) 10 AWG | 10 AWG | |
| P-1107 | | 800 KW GEN. (FUTURE) - HEATER & CHARGER | SPARE BREAKER IN PANEL "U2N" | | 1 | 1" | (CONDUCTORS ARE FUTURE) | | |
| C-1108 | | 500 KW GEN.(RELOCATED) - CONTROLS | BREAKER CONTROLS IN DIST. PANEL "GDP1" | | 1 | 1" | (10) 14 AWG CONTROL CABLE | 12 AWG | |
| C-1109 | | 800 KW GEN. (NEW) - CONTROLS | BREAKER CONTROLS IN DIST. PANEL "GDP1" | | 1 | 1" | (10) 14 AWG CONTROL CABLE | 12 AWG | |
| C-1110 | | 800 KW GEN. (FUTURE) - CONTROLS | BREAKER CONTROLS IN DIST. PANEL "GDP1" | | 1 | 1" | (CONDUCTORS ARE FUTURE) | | |
| F-1111 | | PANEL "MDP1" | ACTIVE HARMONIC FILTER | | 1 | 1" | (3) 3 AWG | 8 AWG | |
| F-1112 | | PANEL "MDP1" | MCC-G (NEW) | | | TRAY | (6) 600 KCMIL (2 PER PHASE) | 1/0 AWG | |
| F-1113 | | PANEL "MDP1" | SWITCHBOARD "MSS" IN UB1 (EXISTING) | | 2 | 4" | (6) 600 KCMIL (2 PER PHASE) | 1/0 AWG | |
| F-1114 | MEMBRANE BUILDING | EXISTING "MDP1" UTILITY TRANSFORMER | EXISTING PV-001 ATS-2 | | 6.5 | 4"(E) | (4) 750 600 KCMIL | 250-KCMIL | USE SPARE CONDUITS R-550 |
| F-1114A | MEMBRANE BUILDING | EXISTING PV-001 GENERATOR G-4 | EXISTING PV-002 DP-GEN | | 6.2 | 4"(E) | (4) 750 500 KCMIL | 1/0 AWG 250-KCMIL | USE SPARE CONDUITS R-552 |
| F-1114B | MEMBRANE BUILDING | EXISTING PV-002 GENERATOR G-5 | EXISTING PV-003 DP-GEN | | 6.2 | 4"(E) | (4) 750 500 KCMIL | 1/0 AWG 250-KCMIL | USE SPARE CONDUITS R-554 |
| F-1114C | MEMBRANE BUILDING | EXISTING PV-003 FUTURE GENERATOR G-6 | EXISTING PV-006 DP-GEN | | 6.2 | 4"(E) | (4) 750 500 KCMIL | 1/0 AWG 250-KCMIL | USE SPARE CONDUITS R-562 |
| F-1114D | MEMBRANE BUILDING | EXISTING PV-006 DP-GEN | NEW PV-008 ATS-2 | | 6.5 | 4" | (4) 750 600 KCMIL | 250 KCMIL | |
| F-1114E | MEMBRANE BUILDING | NEW PV-008 ATS-2 | NEW PV-009 PV-016 | | 6.5 | 4" | (4) 750 600 KCMIL | 250 KCMIL | |
| F-1114F | MEMBRANE BUILDING | NEW PV-009 PV-016 | NEW PV-011 | | 6.5 | 4" | (4) 750 600 KCMIL | 250 KCMIL | |
| F-1114G | MEMBRANE BUILDING | NEW PV-011 | NEW PV-012 | | 6.5 | 4" | (4) 750 600 KCMIL | 250 KCMIL | |
| F-1114H | MEMBRANE BUILDING | NEW PV-012 | NEW MEMBRANE BUILDING "MDP2" | | 6.5 | 4" | (4) 750 600 KCMIL | 250 KCMIL | |
| R-1115 | (FUTURE) | | | | | | | | |
| F-1116 | MCC-J | PANEL "MDP1" | MCC-J | | 2 | 4" | (4) 600KCMIL | 1/0 AWG | |
| C-1117 | | GEN CONTROLS IN "GDP1" | "LCP-UB2" IO | | 1 | TRAY | (4) 14 AWG CONTROL CABLE | 12 AWG | |
| C-1118 | | GEN CONTROLS IN "GDP1" | "LCP-UB2" IO | | 1 | TRAY | (4) 14 AWG CONTROL CABLE | 12 AWG | |
| C-1119 | | (FUTURE) | | | | | | | |

CONDUIT AND WIRE SCHEDULE - SHEET 24 CPR

ABBREVIATIONS: CAB-CABLE CTL-CONTROL DISC-DISCONNECT JB-JUNCTION BOX LEV-LEVEL MFG-MANUFACTURER MTR-MOTOR PRESS-PRESSURE PR-PAIR PWR-POWER RCPT-RECEPTACLE

SIG-SIGNAL SPC-SHIELDED POWER CABLE STP-SHIELDED TWISTED PAIR CABLE SW-SWITCH XMITTER-TRANSMITTER (2-7C)-INDICATES TWO-SEVEN CONDUCTOR CABLES

| CONDUIT TAG | SERVICE | ROUTING | | CONDUIT | | CONDUCTORS | | REMARKS OR REFERENCE DRAWING |
|--|--------------------------|---------------------|-------------------------------------|---------|--------|---------------------------------|-------------|--|
| | | FROM | TO | QTY | SIZE | (QTY) & SIZE | GROUND SIZE | |
| SERVICE REVISION PROPOSAL - TEMPERARY CONDUIT NUMBERS, FINAL NUMBERS WILL BE ASSIGNED AFTER APPROVAL | | | | | | | | |
| S-A1 | GENERATOR AND ATS STATUS | LCP MF1 | SV-012 | 1 | 2" | (1) RS 485 CABLE, (1) 6PR FIBER | 14 AWG | GENERATOR MODBUS COMMUNICATIONS, FIBER |
| S-A2 | GENERATOR AND ATS STATUS | SV-012 | SV-011 | 1 | 2" | (1) RS 485 CABLE, (1) 6PR FIBER | 14 AWG | GENERATOR MODBUS COMMUNICATIONS, FIBER |
| S-A3 | GENERATOR AND ATS STATUS | SV-011 | SV-016 | 1 | 2" | (1) RS 485 CABLE, (1) 6PR FIBER | 14 AWG | GENERATOR MODBUS COMMUNICATIONS, FIBER |
| S-A4 | GENERATOR AND ATS STATUS | SV-016 | ATS-2 | 1 | 2" | (1) RS 485 CABLE, (1) 6PR FIBER | 14 AWG | GENERATOR MODBUS COMMUNICATIONS, FIBER |
| S-A5 | NEW GENERATOR "G-4" | ATS-2 | NEW GENERATOR "G-4" | 1 | 2" | (1) RS 485 CABLE, (1) 6PR FIBER | 14 AWG | GENERATOR MODBUS COMMUNICATIONS, FIBER |
| S-A6 | NEW GENERATOR "G-5" | NEW GENERATOR "G-4" | NEW GENERATOR "G-5" | 1 | 1-1/2" | (1) RS 485 CABLE, (2) CAT 5E | 14 AWG | GENERATOR MODBUS COMMUNICATIONS, ETHERNET |
| S-A7 | FUTURE GENERATOR "G-6" | NEW GENERATOR "G-5" | STUB OUT FOR FUTURE GENERATOR "G-6" | 1 | 1-1/2" | - | - | GENERATOR MODBUS COMMUNICATIONS, ETHERNET |
| P-B1 | NEW PANEL "L-GEN" | PANEL "L-MF1" | PV-012 | 1 | 2" | (2) 4 AWG | 8 AWG | USE ONE EXISTING SPARE FROM R-XX |
| P-B2 | NEW PANEL "L-GEN" | PV-012 | PV-011 | 1 | 2" | (2) 4 AWG | 8 AWG | USE ONE EXISTING SPARE FROM R-XX |
| P-B3 | NEW PANEL "L-GEN" | PV-011 | PV-016 | 1 | 2" | (2) 4 AWG | 8 AWG | USE ONE EXISTING SPARE FROM R-XX |
| P-B4 | NEW PANEL "L-GEN" | PV-016 | NEW PANEL "L-GEN" | 1 | 1" | (3) 4 AWG | 8 AWG | |
| P-B5 | NEW GENERATOR "G-4" | NEW PANEL "L-GEN" | NEW GENERATOR "G-4" | 1 | 1" | (3) 10 AWG | 12 AWG | GENERATOR CONTROL PANEL, RCPT, LIGHT, BATTERY CHARGER ETC. |
| P-B6 | NEW GENERATOR "G-5" | NEW PANEL "L-GEN" | NEW GENERATOR "G-5" | 1 | 1" | (3) 10 AWG | 12 AWG | GENERATOR CONTROL PANEL, RCPT, LIGHT, BATTERY CHARGER ETC. |
| P-B7 | FUTURE GENERATOR "G-6" | NEW PANEL "L-GEN" | FUTURE GENERATOR "G-6" | 1 | 1" | (3) 10 AWG | 12 AWG | GENERATOR CONTROL PANEL, RCPT, LIGHT, BATTERY CHARGER ETC. |
| P-B8 | SPACE HEATER "ATS-2" | NEW PANEL "L-GEN" | SPACE HEATER "ATS-2" | 1 | 1" | (2) 12 AWG | 12 AWG | |
| P-B9 | SPACE HEATER "DP-GEN" | NEW PANEL "L-GEN" | SPACE HEATER "DP-GEN" | 1 | 1" | (2) 12 AWG | 12 AWG | |
| P-B10 | RECEPTACLE | NEW PANEL "L-GEN" | RECEPTACLE | 1 | 3/4" | (2) 12 AWG | 12 AWG | |
| R-C1 | SPARE | SV-011 | SV-016 | 2 | 2" | PULL STRING | - | |
| R-C2 | SPARE | PV-011 | PV-016 | 5 | 4" | PULL STRING | - | |
| R-C3 | SPARE | PV-016 | ATS-2 | 5 | 4" | PULL STRING | - | |
| R-C4 | SPARE | NEW PANEL "L-GEN" | PV-016 | 2 | 1" | PULL STRING | - | |
| P-E1 | YARD LIGHT | PV-011 | PV-016 | 1 | 1-1/2" | (1-2C) 8AWG | IN CAB | SPLICE TO LIGHTING AND RECEPTACLE CIRCUIT IN VAULT |
| P-E2 | YARD LIGHT | PV-016 | YARD LIGHT | 1 | 1-1/2" | (1-2C) 8AWG | IN CAB | |

DUCT BANK SCHEDULE - SHEET 1

| DUCT BANK TAG | SERVICE | DUCT BANK DETAIL | ROUTING | | CONDUIT NUMBERS | REFERENCE DRAWING |
|---------------|---------|------------------|------------------------------------|-------------------------------------|--|-------------------|
| | | | FROM | TO | | |
| P01 | POWER | ED-13 / 1.2 | UTILITY BUILDING 1 | PPB-17 | R-1139, P-1140, C-1141, P-1142, C-1143 | E-007, E-009 |
| P02 | POWER | ED-13 / 1.2 | PPB-17 | PPB-16 | R-1139A, P-1140A, C-1141A, P-1142A, C-1143A | E-007, E-008 |
| P03 | POWER | ED-13 / 1.2 | PPB-16 | OXIDATION DITCH 1 | R-1139B, P-1140B, C-1141B, P-1142B, C-1143B | E-008 |
| P04 | POWER | ED-13 / 1.2 | UTILITY BUILDING 1 | PB-1 | P-1144, C-1145, P-1146, P-1148, P-1150, R-1152 | E-009 |
| P05 | POWER | ED-13 / 1.2 | PB-1 | PB-1A | P-1144A, C-1145A, P-1146A, P-1148A, P-1150A, R-1152A | E-009 |
| P06 | POWER | ED-13 / 1.2 | PB-1A | PB-04B | P-1144B, C-1145B, P-1146B, P-1148B, P-1150B, R-1152B | E-009, E-010 |
| P07 | POWER | ED-13 / 1.2 | PB-04B | ANOXIC TANKS | P-1144C, C-1145C, P-1146C, P-1148C, P-1150C, R-1152C | E-010 |
| P08 | POWER | ED-13 / 1.2 | UTILITY BUILDING 2 | PV-001 | P-507, P-510, P-512, P-534, C-537, P-1160, P-1161, P-1162, P-1163, R-1156, P-1756, P-1765 | E-011, E-012 |
| P09 | POWER | EXISTING | UTILITY BUILDING 2 | PV-001 | F-1114 | E-011, E-012 |
| P10 | POWER | ED-07 / 1.3 | PV-001 | PV-002 | P-507A, P-510A, P-512A, P-534A, C-537A, P-1160A, P-1161A, P-1162A, P-1163A, R-1157, P-1756A, P-1765A | E-011 |
| P11 | POWER | EXISTING | PV-001 | PV-002 | F-1114A | E-011 |
| P12 | POWER | ED-07 / 1.3 | PV-002 | PV-003 | P-507B, P-510B, P-512B, P-534B, C-537B, P-1160B, P-1161B, P-1162B, P-1163B, R-1158, P-1756B, P-1765B | E-012 |
| P13 | POWER | EXISTING | PV-002 | PV-003 | F-1114B | E-012 |
| P14 | POWER | ED-07 / 1.3 | PV-003 | PV-006 | P-507C, P-510C, P-512C, P-534C, C-537C, P-1160C, P-1161C, P-1162C, P-1163C, R-1159, P-1756C, P-1765C | E-012, E-016 |
| P15 | POWER | EXISTING | PV-003 | PV-006 | F-1114C | E-012, E-016 |
| P16 | POWER | ED-13 / 1.2 | PV-006 | OXIDATION DITCH 6 | P-510D, P-512D, R-1019 | E-016 |
| P17 | POWER | ED-07 / 1.3 | PV-006 | OXIDATION DITCH 6 TRANSITION | P-507D, P-534D, C-537D, P-1160D, P-1161D, P-1162D, P-1163D, R-1019, R-1020, R-1020A | E-016, E-017 |
| P18 | POWER | ED-07 / 1.3 | PV-006 | PV-008 | R-1021, R-1021A, F-1114D | E-016 |
| P19 | POWER | ED-07 / 1.3 | PV-008 | DUCT BANK TRANSITION | R-1022, R-1022A, F-1114E , P-1707B, R-1768, R-1769, S-1770B | E-016 |
| P20 | POWER | ED-07 / 1.3 | DUCT BANK TRANSITION | PV-009 | R-1022, R-1022A, F-1114E , P-1707B | E-016 |
| P21 | POWER | ED-13 / 1.1 | LIGHT POLE | LIGHT POLE | P-1512G | E-016 |
| P22 | POWER | ED-13 / 1.2 | DUCT BANK TRANSITION | PLANT DRAIN LIFT STATION 2 | P-1707B, R-1768, R-1769 | E-016 |
| P23 | POWER | ED-13 / 1.2 | PV-006 | SECONDARY CLARIFIER 8 | P-1512U, P-1756D, R-1766 | E-016 |
| P24 | POWER | ED-13 / 1.2 | OXIDATION DITCH 6 TRANSITION (P17) | OXIDATION DITCH 6 | P-507D, P-534D, C-537D, R-1019 | E-017 |
| P25 | POWER | ED-07 / 1.3 | OXIDATION DITCH 6 TRANSITION (P17) | PV-007 | P-1160D, P-1161D, P-1162D, P-1163D, R-1020, R-1020A | E-017, E-018 |
| P26 | POWER | ED-13 / 1.2 | PV-007 | SELECTOR BASINS OD5 & 6 | P-1160E, P-1161E, P-1163E | E-018 |
| P27 | POWER | ED-13 / 1.2 | PV-007 | SELECTOR BASINS OD 5 & 6 | P-1162E, R-1164, R-1165 | E-018 |
| P28 | POWER | ED-13 / 1.1 | LIGHT POLE | DUCT BANK TRANSITION | P-1512F | E-019 |
| P29 | POWER | ED-07 / 1.3 | PV-009 | PV-010 | R-1023, R-1023A, F-1201C, P-1707A, P-1765A, R-1768, R-1749, R-1750 | E-019 |
| P30 | POWER | ED-13 / 1.2 | PV-010 | TC1 BUILDING | R-1042, F-1201D, P-1707 | E-019 |
| P31 | POWER | ED-13 / 1.2 | PV-010 | TC1 BUILDING | R-1042, F-1201D, P-1707 | E-019 |
| P32 | POWER | ED-07 / 1.3 | PV-009 | DUCT BANK TRANSITION/LIGHT POLE | R-1024, R-1024A, F-1114F , F-1201B, P-1512E | E-019 |
| P33 | POWER | ED-13 / 1.1 | LIGHT POLE | LIGHT POLE | P-1512C | E-019 |
| P34 | POWER | ED-07 / 1.3 | DUCT BANK TRANSITION | DUCT BANK TRANSITION | R-1024, R-1024A, F-1114F , F-1201B | E-019 |
| P35 | POWER | ED-13 / 1.1 | LIGHT POLE | LIGHT POLE | P-1512D | E-019 |
| P36 | POWER | ED-07 / 1.3 | DUCT BANK TRANSITION | DUCT BANK TRANSITION | R-1024, R-1024A, F-1114F , F-1201B | E-019, E-022 |
| P37 | POWER | ED-13 / 1.1 | LIGHT POLE | PV-011 | P-1512B | E-022 |
| P38 | POWER | ED-07 / 1.3 | DUCT BANK TRANSITION | PV-011 | R-1024, R-1024A, F-1114F , F-1201B | E-022 |
| P39 | POWER | ED-07 / 1.3 | PV-011 | PV-012 | R-1025, R-1025A, F-1114G, F-1201A, P-1512A | E-022, E-023 |
| P40 | POWER | ED-13 / 1.2 | PV-012 | MF1 BUILDING | R-1026, R-1026A, F-1114H, F-1200, F-1201, P-1511, P-1512 | E-023 |
| P41 | POWER | ED-07 / 1.3 | PV-012 | PV-013 | R-1027, R-1027A, F-1200A, P-1511A | E-023 |
| P42 | | | | | | |
| P43 | POWER | ED-07 / 1.3 | PV-013 | PV-014 | R-1028, R-1028A, F-1200B | E-023, E-024 |
| P44 | POWER | ED-07 / 1.3 | PV-014 | PV-015 | R-1029, R-1029A, F-1200C | E-021, E-024 |
| P45 | POWER | ED-13 / 1.2 | PV-015 | UV DISINFECTION BUILDING | F-1200D, R-1040 | E-021 |
| P46 | POWER | ED-13 / 1.1 | UV DISINFECTION BUILDING | LIGHT POLE | P-1306C | E-021 |
| P47 | POWER | ED-13 / 1.1 | LIGHT POLE | LIGHT POLE | P-1306D | E-020, E-021 |
| P48 | POWER | ED-13 / 1.1 | LIGHT POLE | LIGHT POLE | P-1306E | E-020 |
| P49 | POWER | ED-13 / 1.1 | UV DISINFECTION BUILDING | DUCT BANK TRANSITION AT UW BUILDING | P-1300, P-1301, P-1302, P-1303, P-1304, P-1305, P-1344, C-1345, C-1356, C-1357, C-1358, C-1359, C-1360, P-1306B & LTG/RECEPT HOME RUNS | E-018, E-021 |
| P50 | POWER | ED-13 / 1.1 | UV DISINFECTION BUILDING | LIGHT POLE | P-1306 | E-018 |
| P51 | POWER | ED-13 / 1.1 | LIGHT POLE | LIGHT POLE | P-1306A | E-018 |
| P52 | POWER | ED-13 / 1.1 | PV-013 | LIGHT POLE | P-1511B | E-023 |
| P53 | POWER | ED-13 / 1.1 | LIGHT POLE | LIGHT POLE | P-1511C | E-023 |
| P54 | POWER | ED-13 / 1.1 | LIGHT POLE | LIGHT POLE | P-1511D | E-020, E-023 |
| P55 | POWER | ED-13 / 1.1 | LIGHT POLE | LIGHT POLE | P-1511E | E-020 |

GENERAL NOTE: IN ADDITION TO THE THE LISTED CONDUITS, REFERENCE THE CONDUIT AND WIRE SCHEDULES FOR ADDITIONAL CONDUIT REQUIREMENTS

A7

1038 W. Davidson Avenue
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(208) 696-4001 office
(208) 696-4021 fax



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J-U-B ENGINEERS, INC.
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Fax: 208.762.9797
www.jub.com

ORIGINAL
SIGNED BY:
RAYMOND J. RAYMOND
PROJECT MANAGER
7871
DATE OF ORIGINAL
SIGNED:
05/13/2020

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| NO. | REVISION | DATE |
|-----|--------------|----------|
| 1 | ASSEMBLING 7 | 05/13/20 |
| | DESCRIPTION | BY: JAPR |

WRF TERTIARY TREATMENT IMPROVEMENTS
CITY OF POST FALLS
ELECTRICAL DUCTBANK SCHEDULE - SHEET 1

FILE : (143) M18110-E-158
JUB PROJ. # : 20-18-024
DRAWN BY: TJS
DESIGN BY: MSA
CHECKED BY: RJW
ONE INCH
AT FULL SIZE, IF NOT ONE
INCH, SCALE ACCORDINGLY
LAST UPDATED: 05/13/20
SHEET:
DRAWING: 161
E-158

Plot Date: 5/18/2020 10:48 AM, Revised By: Ted Schramm
Data Created: 5/10/2020 3:20:00 PM, Title: 401 - POST FALLS WRF - TERTIARY TREATMENT IMPROVEMENTS (DRAWINGS) (1) M18110-E-158.DWG

File: C:\Users\jrb\OneDrive\Documents\Drawings\301\301-10E-160.DWG
 Date Created: 11/22/19 3:52:12 PM
 User: jrb

Add. 7
 Revise the size of Vaults PV-008, PV-009, PV-010, PV-011, PV-012, PV-013, and PV-014 to read "6'Wx6'Lx7'H"

| ELECTRICAL VAULT AND PULL BOX SCHEDULE | | | | | | |
|--|-----------|--------------|----------------|----------|------------|--------------------|
| TAG | SIZE | SITE DRAWING | LAYOUT DRAWING | LID TYPE | LID DETAIL | NOTES AND COMMENTS |
| PV-001 | EXISTING | E-011 | E-079 | | | |
| PV-002 | EXISTING | E-011 | E-079 | | | |
| PV-003 | EXISTING | E-012 | E-079 | | | |
| PV-004 | EXISTING | E-013 | E-080 | | | |
| PV-005 | EXISTING | E-014 | E-080 | | | |
| PV-006 | EXISTING | E-016 | E-080 | | | |
| PV-007 | EXISTING | E-018 | E-081 | | | |
| PV-008 | 4'x4'x4'H | E-016 | E-081 | MANHOLE | 2.2/ED-07 | |
| PV-009 | 4'x4'x4'H | E-019 | E-081 | MANHOLE | 2.2/ED-07 | |
| PV-010 | 4'x4'x4'H | E-020 | E-082 | MANHOLE | 2.2 ED-07 | |
| PV-011 | 4'x4'x4'H | E-022 | E-082 | MANHOLE | 2.2/ED-07 | |
| PV-012 | 4'x4'x4'H | E-023 | E-082 | MANHOLE | 2.2/ED-07 | |
| PV-013 | 4'x4'x4'H | E-023 | E-083 | MANHOLE | 2.2 ED-07 | |
| PV-014 | 4'x4'x4'H | E-024 | E083 | MANHOLE | 2.2 ED-07 | |
| PV-015 | 4'x4'x4'H | E-021 | E083 | MANHOLE | 2.2 ED-07 | |
| PV-016 | 6'x6'x7'H | E-022 | --- | MANHOLE | 2.2 ED-07 | |
| SV-001 | EXISTING | E-011 | E-084 | | | |
| SV-002 | EXISTING | E-011 | E-084 | | | |
| SV-003 | EXISTING | E-012 | E-084 | | | |
| SV-004 | EXISTING | E-013 | E-085 | | | |
| SV-005 | EXISTING | E-014 | E-085 | | | |
| SV-006 | EXISTING | E-016 | E-085 | | | |
| SV-007 | 4'x4'x4'H | E-018 | E-086 | MANHOLE | 2.2/ED-07 | PREVIOUS RFI/COP |
| SV-008 | 4'x4'x4'H | E-016 | E-086 | MANHOLE | 2.2/ED-07 | |
| SV-009 | 4'x4'x4'H | E-019 | E-086 | MANHOLE | 2.2/ED-07 | |
| SV-010 | 4'x4'x4'H | E-020 | E-087 | MANHOLE | 2.2 ED-07 | |
| SV-011 | 4'x4'x4'H | E-022 | E-087 | MANHOLE | 2.2/ED-07 | |
| SV-012 | 4'x4'x4'H | E-023 | E-087 | MANHOLE | 2.2/ED-07 | |
| SV-013 | 4'x4'x4'H | E-023 | E-088 | MANHOLE | 2.2 ED-07 | |
| SV-014 | 4'x4'x4'H | E-024 | E-088 | MANHOLE | 2.2 ED-07 | |
| SV-015 | 4'x4'x4'H | E-021 | E-088 | MANHOLE | 2.2 ED-07 | |
| SV-016 | 4'x4'x4'H | E-022 | --- | MANHOLE | 2.2 ED-07 | |
| PB-1 | EXISTING | E-010 | | | | |
| PB-1A | EXISTING | E-010 | | | | |

4.1 ELECTRICAL VAULT AND PULLBOX SCHEDULE
 NOT TO SCALE

JUB
J-U-B ENGINEERS, INC.
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 7825 Meadowlark Way
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ORIGINAL
 SIGNED BY:
RAYMOND J. WATKINS
 7871
 STATE OF IDAHO
 JOSEPH PATRICK
 DATE ORIGINAL
 SIGNED: 3/13/2020

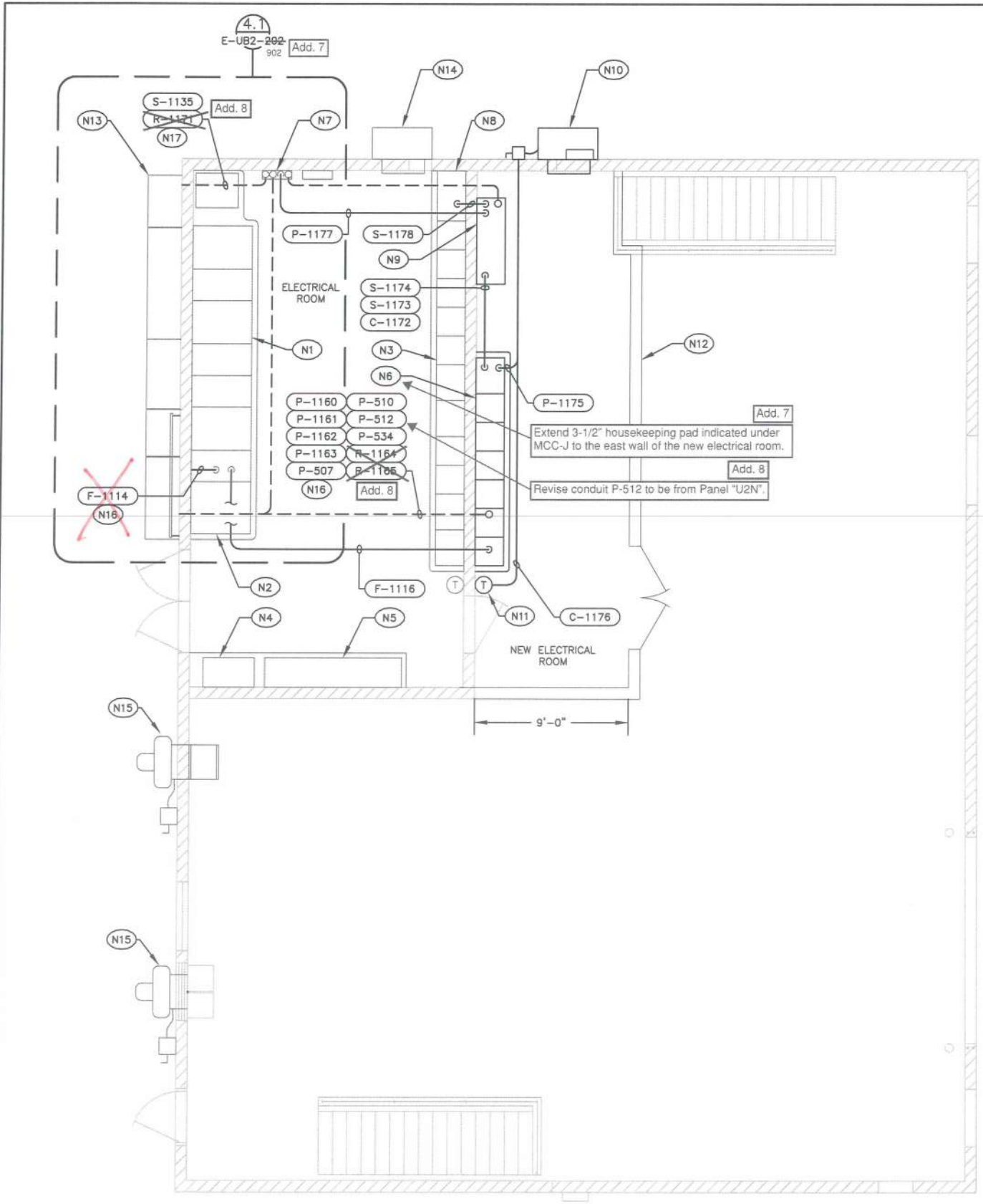
REUSE OF DRAWINGS
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| NO. | REVISION | DESCRIPTION | BY | DATE |
|-----|----------|-------------|----|------|
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WRF TERTIARY TREATMENT IMPROVEMENTS
CITY OF POST FALLS
 ELECTRICAL VAULT AND PULLBOX SCHEDULE

FILE: (143) M18119-E-160
 JUB PROJ #: 20-18-024
 DRAWN BY: TJS
 DESIGN BY: MSA
 CHECKED BY: RJW
 1" = ONE INCH
 AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
 LAST UPDATED: 03/09/20
 SHEET: **163**
 DRAWING: **E-160**

File Date: 3/10/2020 11:49 AM Plotted By: Ted Schauereder
 Date Created: 4/22/2019 5:20:19 AM/15110 - JUB-POST FALLS WRF - TERTIARY TREATMENT IMPROVEMENTS/DRAWINGS/UB2/M18110-E-UB2-101.DWG

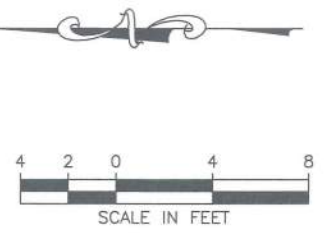


NOTES: (for this detail)

- (N1) EXISTING GENERATOR SWITCHGEAR AND ATS "GDP1".
- (N2) EXISTING DISTRIBUTION PANEL "MDP". EXISTING DISTRIBUTION PANEL "MDP1" TO BE RELOCATED.
- (N3) EXISTING "MCC-G".
- (N4) EXISTING HARMONIC FILTER.
- (N5) EXISTING WORKBENCH/CHARGING STATION.
- (N6) NEW "MCC-J".
- (N7) EXISTING PANEL "U2N".
- (N8) EXISTING "LCP-UB2".
- (N9) NEW "LCP-UB2A".
- (N10) NEW AIR CONDITIONER "UB2-AC-901".
- (N11) NEW THERMOSTAT.
- (N12) NEW ELECTRICAL ROOM WALL.
- (N13) EXISTING PULL BOXES.
- (N14) EXISTING AIR CONDITIONER "AC-02".
- (N15) EXISTING EXHAUST FAN.
- (N16) ROUTE CONDUITS TO EXTERIOR PULL BOXES VIA SPARE CONDUITS TO EXISTING "PV-1".
- (N17) ROUTE CONDUIT TO EXTERIOR PULL BOXES VIA SPARE CONDUITS TO EXISTING "SV-1".

Add. 8
 Revise all dashed conduit line to solid conduit lines.

4.1 UTILITY BUILDING NO. 2
 AREA POWER AND CONTROL PLAN
 SCALE: 1/4"=1'-0"




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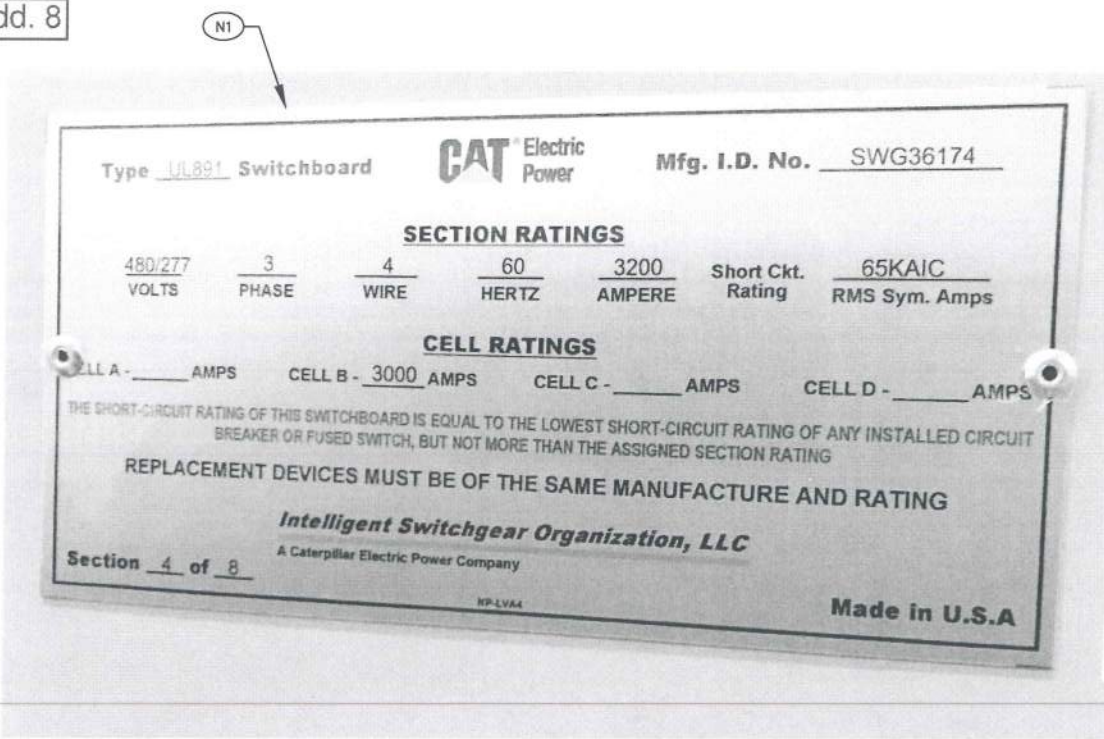
ORIGINAL SIGNED BY:
 RAYMOND J. WATKINS
 PROFESSIONAL ENGINEER
 STATE OF IDAHO
 7871
 BRAND JOSEPH WATKINS
DATE ORIGINAL SIGNED: 3/13/2020

| NO. | REVISION | DESCRIPTION | BY | DATE |
|-----|----------|-------------|----|------|
| | | | | |
| | | | | |
| | | | | |

WRF TERTIARY TREATMENT IMPROVEMENTS
CITY OF POST FALLS
 UTILITY BUILDING NO. 2
 AREA POWER AND CONTROL PLAN

FILE: (162) M18110-E-UB2-101
 JUB PROJ. #: 20-18-024
 DRAWN BY: TLS
 DESIGN BY: MSA
 CHECKED BY: RJW
 ONE INCH
 AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
 LAST UPDATED: 03/09/20
SHEET: 182
 DRAWING: E-UB2-101

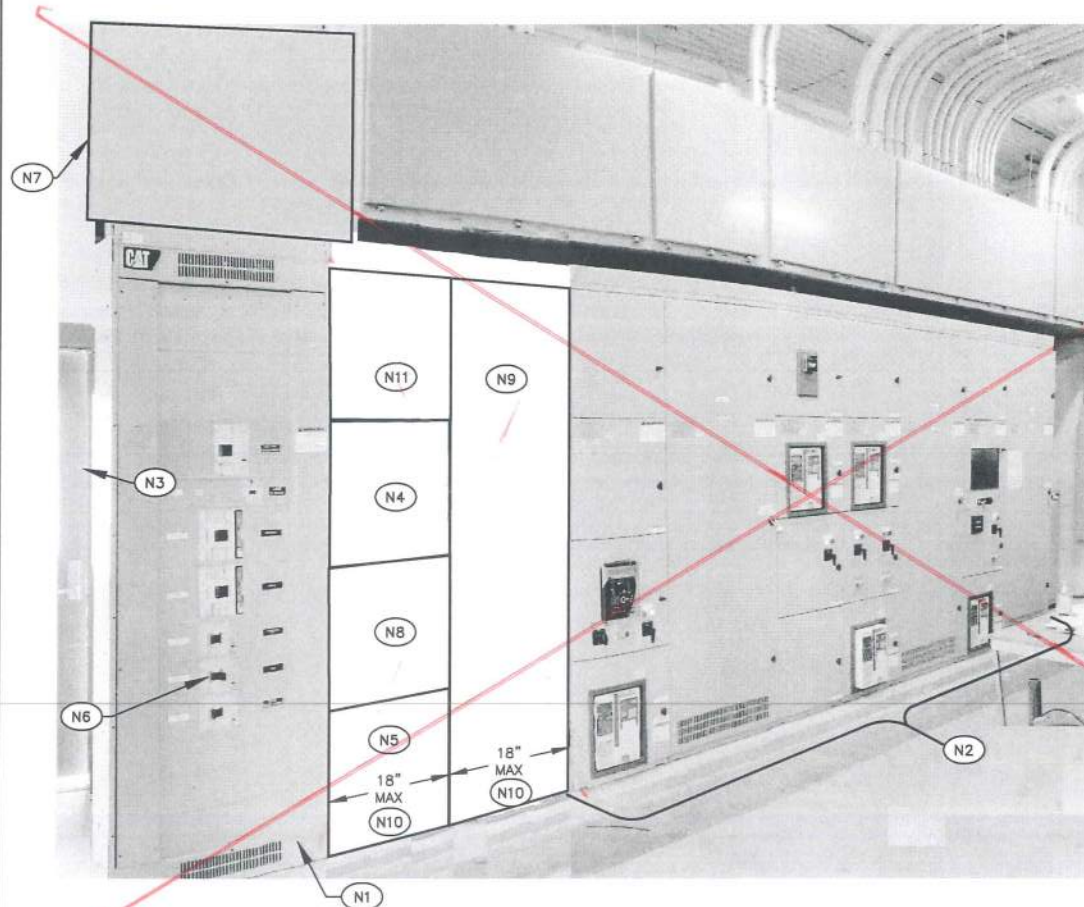
Add. 8



NOTES: (for this detail)

- N1 EXISTING "MDPI" SWITCHGEAR, ATS AND "GDPI" LABEL.

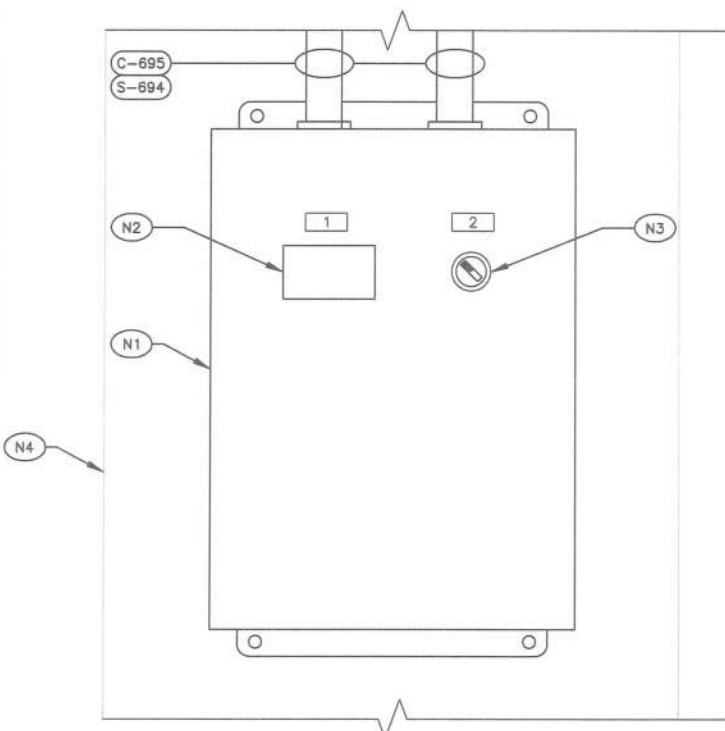
2.1 UTILITY BUILDING NO. 2
ELECTRICAL PHOTO DETAIL
NOT TO SCALE



NOTES: (for this detail)

- N1 EXISTING "MDPI" TO BE DISCONNECTED AND RELOCATED TO THE LEFT TO ALLOW FOR THE INSERTION OF A NEW VERTICAL SWITCHGEAR SECTION AND PULL SECTION. SPLICE AND EXTEND ALL FEEDERS AS REQUIRED. EXTEND CONCRETE HOUSEKEEPING PAD AS REQUIRED.
- N2 EXISTING GENERATOR SWITCHGEAR, UTILITY SWITCHGEAR, ATS AND GDPI.
- N3 EXISTING DOUBLE DOOR TO BE REMOVED AND REPLACED WITH SINGLE DOOR PER DRAWING "A-UB2-101".
- N4 NEW "MDP2" CIRCUIT BREAKER.
- N5 NEW "SPARE" CIRCUIT BREAKER.
- N6 SPARE TO BE USED FOR "MCC-J" CIRCUIT BREAKER.
- N7 PROVIDE NEW NEMA 12, 32"H X 39"D X 36"W TOP GUTTER MATCHING EXISTING ENCLOSURES FOR CONDUIT ENTRY AND SPLICING.
- N8 PROVISION FOR BREAKER.
- N9 PULL SECTION.
- N10 MAXIMUM ALLOWABLE WIDTH IS 18" PER SECTION.
- N11 SPACE WITH DOOR.

2.2 UTILITY BUILDING NO. 2 ELECTRICAL PHOTO DETAIL
NOT TO SCALE



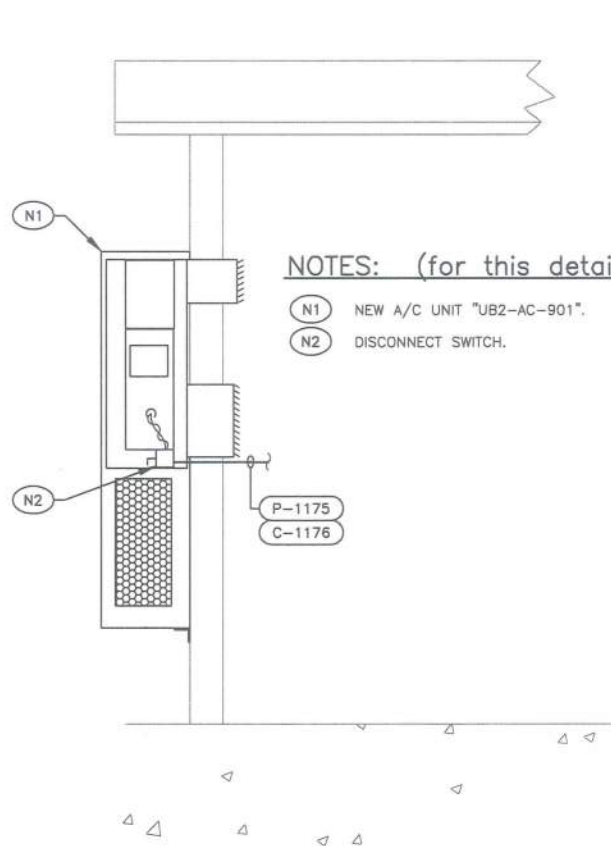
NOTES: (for this detail)

- N1 NEMA 12 ENCLOSURE. MATCH EXISTING SPEED CONTROL PANEL CONSTRUCTION.
- N2 RAS FLOW RATE DISPLAY.
- N3 RAS MANUAL SPEED SET.
- N4 EXISTING BUILDING COLUMN.

NAMEPLATE SCHEDULE

| NP | LINE 1 | LINE 2 | LINE 3 |
|----|----------|------------|------------------|
| 1 | RAS PUMP | RAS8-P-608 | SPEED SET POINT |
| 2 | RAS PUMP | RAS8-P-608 | MAN SPEED ADJUST |

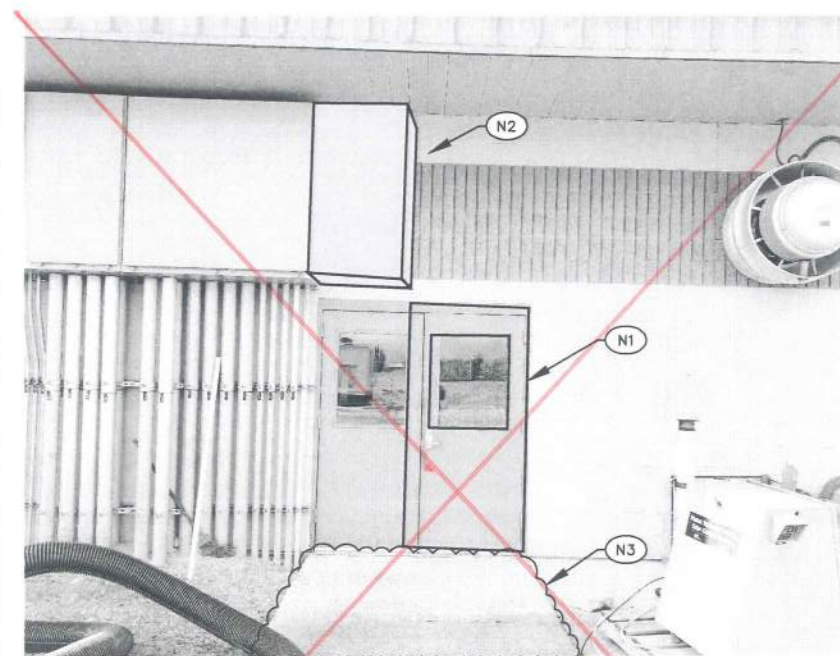
4.1 RAS PUMP SPEED CONTROL PANEL
NOT TO SCALE



NOTES: (for this detail)

- N1 NEW A/C UNIT "UB2-AC-901".
- N2 DISCONNECT SWITCH.

4.2 UTILITY BUILDING NO. 2 AIR CONDITIONING UNIT ELEVATION
NOT TO SCALE



NOTES: (for this detail)

- N1 EXISTING DOUBLE DOOR TO BE REPLACED. REFERENCE DRAWING "A-UB2-101".
- N2 PROVIDE 20"D X 36"W X 56"H, NEMA 4 TOP GUTTER FOR CONDUIT ENTRY SIMILAR TO EXISTING. PROVIDE (8) 4" SLEEVES THROUGH WALL TO INTERIOR GUTTER. COORDINATE CORE DRILL LOCATIONS WITH ENGINEERS. PROVIDE NON-SHRINK GROUT SEAL FOR SLEEVES.
- N3 REMOVE EXISTING 6'W X 12'L CONCRETE PAD AND REPLACE WITH 42"W X 12'L X 4"H CONCRETE PAD. PROVIDE REINFORCEMENT PER DIVISION 3.

4.3 EXTERIOR ELEVATION PHOTO DETAIL
NOT TO SCALE

1038 W. Davidson Avenue
Coeur d'Alene, ID 83814
(208) 666-1000
(208) 666-4021 Fax

JUB
J-U-B ENGINEERS, INC.

AEI
Engineering Incorporated

J-U-B ENGINEERS, INC.
7825 Meadowlark Way
Coeur d'Alene, ID 83815
Phone: 208.762.8787
Fax: 208.762.9797
www.jub.com

ORIGINAL
SIGNED BY:
RAYMOND J. WATKINS
7871
DATE ORIGINAL
SIGNED:
05/20/2020

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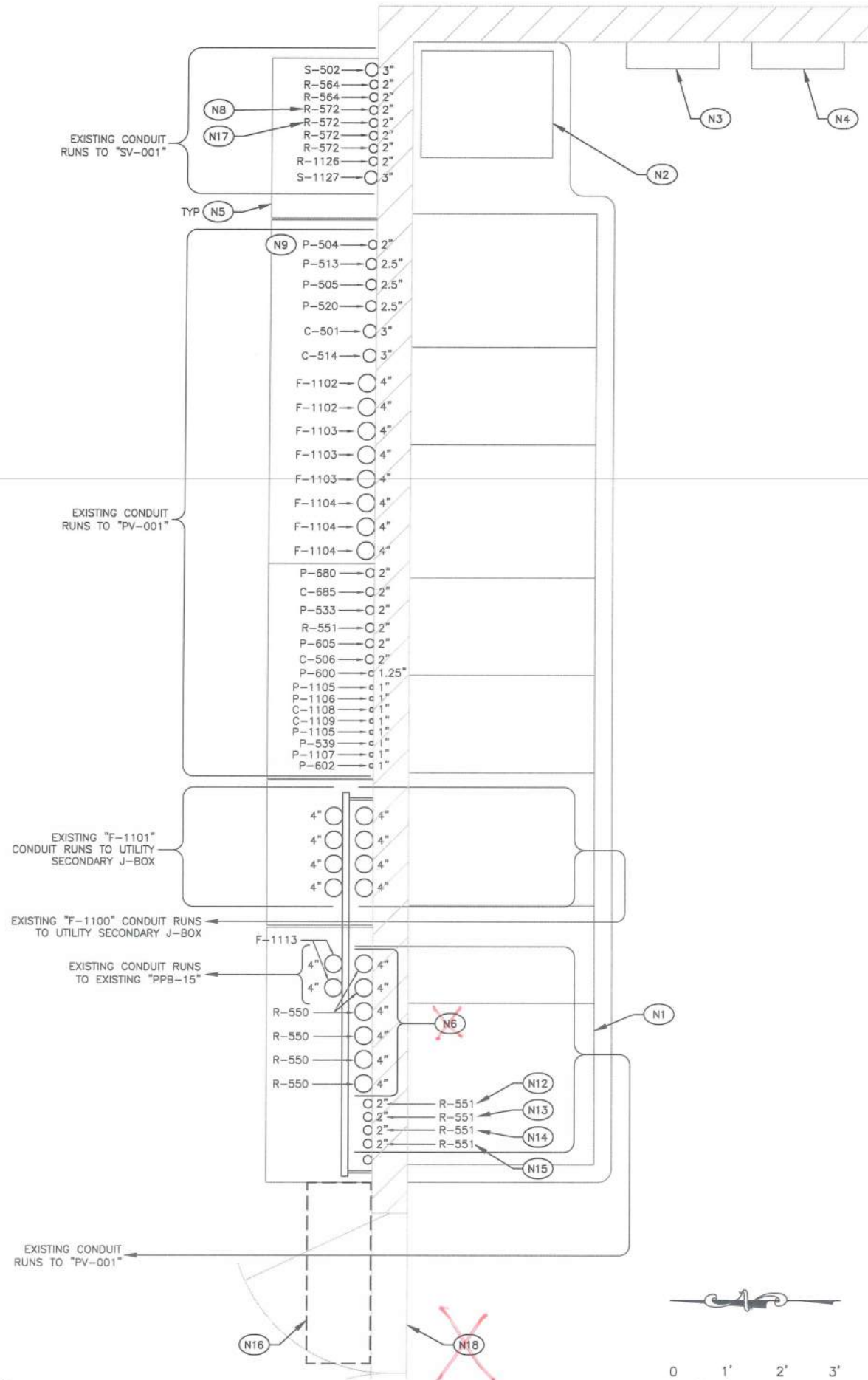
| NO. | REVISION | DATE | BY |
|-----|----------------|----------|-----|
| 1 | ADDENDUM NO. 8 | 05/20/20 | TLS |

WRF TERTIARY TREATMENT IMPROVEMENTS
CITY OF POST FALLS

UTILITY BUILDING NO. 2
ELECTRICAL DETAILS

FILE: (173) M18110-E-UB2-901
JUB PROJ. #: 20-18-024
DRAWN BY: TLS
DESIGN BY: MSA
CHECKED BY: RLW
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 05/20/20
SHEET: 193
DRAWING: E-UB2-901

Plot Date: 5/21/2020 1:41 PM Plotted By: Ted Schramm
 Date Created: 4/22/2019 5:20:18 AM M18110 - JUB - POST FALLS WRF - TERTIARY TREATMENT IMPROVEMENTS (DRAWINGS) M18110-E-UB2-901.DWG



4.1 UTILITY BUILDING NO. 2 ELECTRICAL PLAN DETAIL
SCALE: 3/4"=1'-0"

2.2 NOT USED
NOT TO SCALE

2.3 NOT USED
NOT TO SCALE

4.2 NOT USED
NOT TO SCALE

4.2 NOTES
NOT TO SCALE

NOTES: (for this sheet)

- (N1) EXISTING DISTRIBUTION PANEL "MDP1" TO BE RELOCATED.
- (N2) EXISTING TRANSFORMER "T-UN2".
- (N3) EXISTING PANEL "U2N".
- (N4) EXISTING PANEL "U2E1".
- (N5) EXISTING PULL BOXES.
- (N6) ~~RE-TAG (6) SPARE 4" CONDUITS AS "F-1114".~~
- (N7) NOT USED.
- (N8) RE-TAG (1) SPARE 2" CONDUIT AS "S-1135".
- (N9) REMOVE EXISTING WIRES TO "OD-5" ANOXIC RECYCLE PUMP "OD5-P-0506" AND INSTALL NEW WIRES.
- (N10) NOT USED.
- (N11) NOT USED.
- (N12) RE-TAG (1) SPARE 2" CONDUIT AS "P-1160".
- (N13) RE-TAG (1) SPARE 2" CONDUIT AS "P-1161".
- (N14) RE-TAG (1) SPARE 2" CONDUIT AS "P-1162".
- (N15) RE-TAG (1) SPARE 2" CONDUIT AS "P-1163".
- (N16) NEW CONDUIT DUCT BANK "PB" TO EXISTING "PV-1". REFERENCE CONDUIT AND WIRE SCHEDULES AND DUCT BANK SCHEDULES.
- (N17) RE-TAG (1) SPARE CONDUIT AS "S-538".
- (N18) EXISTING DOUBLE DOOR TO BE REMOVED AND REPLACED WITH SINGLE DOOR PER DRAWING "A-UB2-101".

Plot Date: 5/20/2020 11:16 AM Plotted By: Ted Schaeffer
 Date Created: 4/22/2019 3:20 PM M18110 - JUB-POST FALLS WRF - TERTIARY TREATMENT IMPROVEMENTS DRAWING(S) M18110-E-UB2-902.DWG


J-U-B ENGINEERS, INC.
 1038 W. Davidson Avenue
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AEI Engineering Incorporated
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 7825 Meadowlark Way
 Coeur d'Alene, ID 83815
 Phone: 208.762.8787
 Fax: 208.762.9797
 www.jub.com

ORIGINAL
 SIGNED BY:

 DATE ORIGINAL
 SIGNED:
 05/20/2020

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| NO. | REVISION | DATE | BY | DATE |
|-----|------------------|----------|-----|------|
| 1 | ADDITIONAL NO. 8 | 05/20/20 | TLS | |

WRF TERTIARY TREATMENT IMPROVEMENTS
 CITY OF POST FALLS
 UTILITY BUILDING NO. 2
 ELECTRICAL DETAILS

FILE: (173) M18110-E-UB2-902

| | |
|--|-----------|
| JUB PROJ. # | 20-18-024 |
| DRAWN BY | TLS |
| DESIGN BY | MSA |
| CHECKED BY | RJW |
| ONE INCH | |
| AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY | |
| LAST UPDATED | 05/20/20 |
| SHEET: | 194 |
| DRAWING: | E-UB2-902 |



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

CHANGE PROPOSAL REQUEST CPR-024 ADDENDUM NO. 1

To: Sletten Construction Companies
1000 25th Street North
Great Falls, MT 59401

Date: October 12, 2021

Project: City of Post Falls WRF Tertiary Treatment Improvements

Project No.: 20-18-024

From: Sharon Strom, P.E.

Request No: CPR 024 ADDENDUM NO. 1

This Change Proposal Request is provided as a description of the proposed Work which may eventually be included in a Change Order. This request does not constitute an authorization for a variation in the Work, the Contract Price, or Contract Times. The Contract Price and Contract Times may only be changed by a Change Order or Work Change Directive in accordance with General Conditions Article 12.

You are requested to submit a Change Order Price Proposal to complete the following:

Description:

Regarding CPR-024 which was originally issued on September 28, 2021, the following clarifications and corrections are hereby made:

- Delete Drawing E-022 as originally issued with CPR-024 on 9/28/21 and reference Drawing E-022 dated 10/11/2021 for use in preparing this cost proposal.
- Reference the attached letter from AEI dated October 6, 2021 for additional clarifications.

If Contractor believes that the items noted above will result in a change to the Contract Price or Contract Time, indicate those changes below and attach supporting documentation as necessary or as requested:

Change in Contract Price

Change in Contract Times:

\$ _____

_____ Calendar Days

Proposal Submitted By:

_____ Date: _____
Contractor (Authorized Signature)



1038 W. Davidson Avenue | Coeur d'Alene, ID 83814
208.666.4001 | Fax 208.666.4021 | www.aei-engineering.com

October 6, 2021

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

Attention: Sharon Strom, M.E., P.E

Subject: CPR-024 NEW MF1 POWER FEED ADDENDUM 1

Dear Sharon:

Colvico email us the following question, please see responses below

1. *Currently there is no ground ring for the Gen pad on the current drawing, since this is a separate system normally you have one. Do you wish to add this?*
2. *Also when bringing in the sweeps to the Avista Xfmer they are pvc and we normally leave with pvc, so entering the ATS we would use pvc 90's here also, but everywhere else would be rigid. Is this acceptable?*
3. *The detail ED-09/2.1 for the 480v S1 light you have chosen shows an outlet. But the light is fed with a (1-2c#8), so there is no outlet correct?*
4. *PB1 calls out for (2)#4 awg from the Mf building too feed the new L-Gen panel. But once it gets to P-B4 we gained a wire. I am guessing PB1 is a typo and should read (3) #4. Since your new panel is 120/240*
5. *Also Avista calls out for ¾ minus rock or sand to be used in the trench. I was thinking we could use it for all the bedding of conduits if that is okay? And which would you rather use ¾ minus rock or sand both are great.*

AEI Response

1. Yes a ground ring will be necessary, please see attached drawing.
2. Yes PVC Sweeps are acceptable for Utility Transformer and the ATS Utility source conduit
3. There is no outlet on the light pole, but please notice there is an outlet on drawing E-022 Note N8 for Panel "L-GEN".
4. PB1, PB2, PB3 should say (3)#4 awg
5. Use Sand only for all trenches and conduit bedding.

If you have any question about the following, please do not hesitate to contact us

Thank you

Matthew L Barker, PE

AEI Engineering, Inc.
1038 W. Davidson Ave.
Coeur d'Alene, ID 83814
PH: 208-666-4001
FAX: 208-666-4021

Email: Matt.Barker@aei-engineering.com

FILE: M1E114E-022
 JOB PROJ.# 2007-0204
 DRAWN BY: TJS
 DESIGN BY: MSA
 CHECKED BY: RWJ
 ONE INCH = 40 FEET
 AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY
 LAST UPD. REV. 03/20/09
 SHEET:

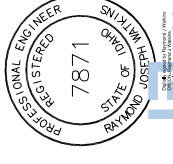
DRAWING: **E-022**

ELECTRICAL LOCATION G4 PLAN VIEW

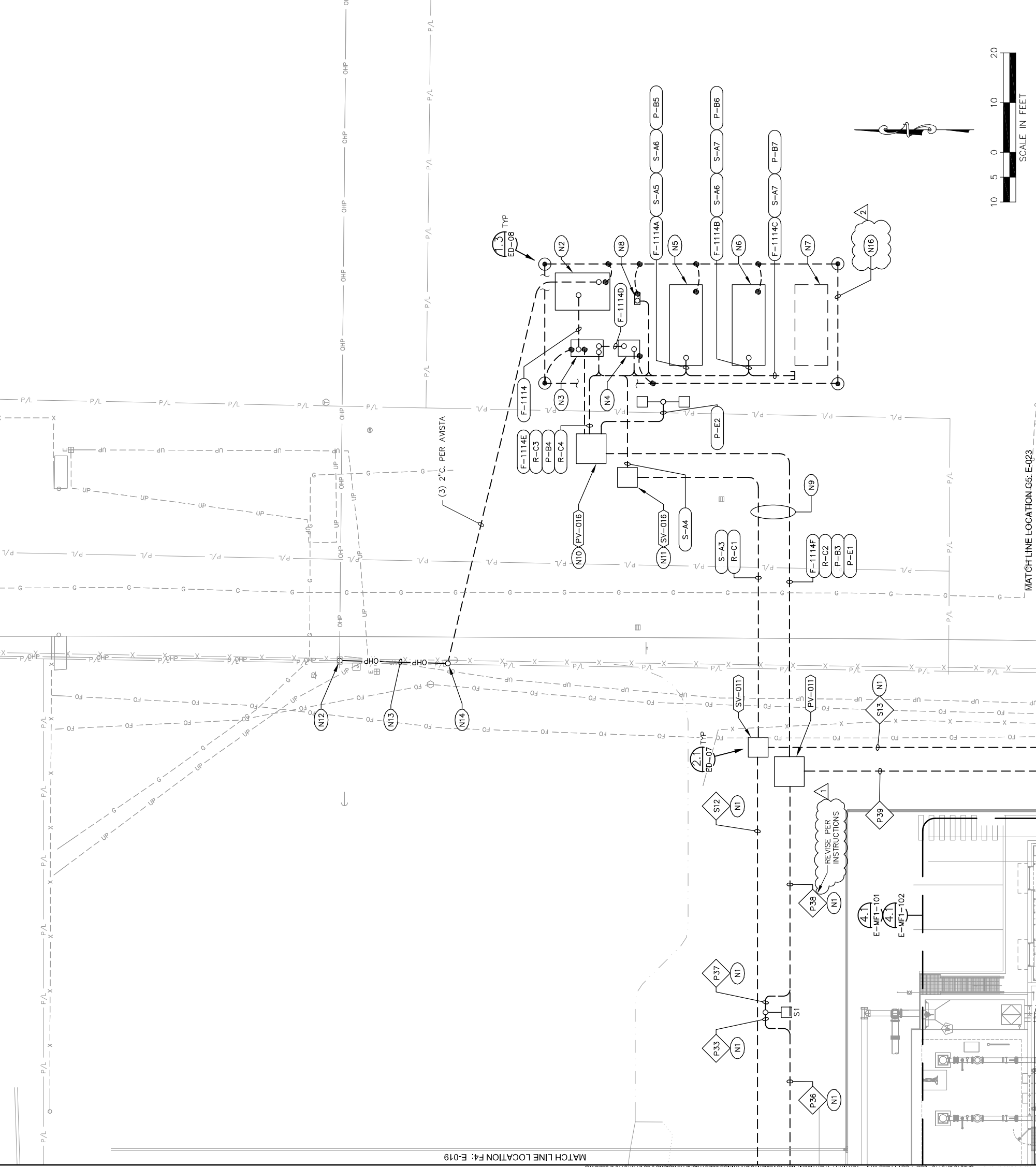
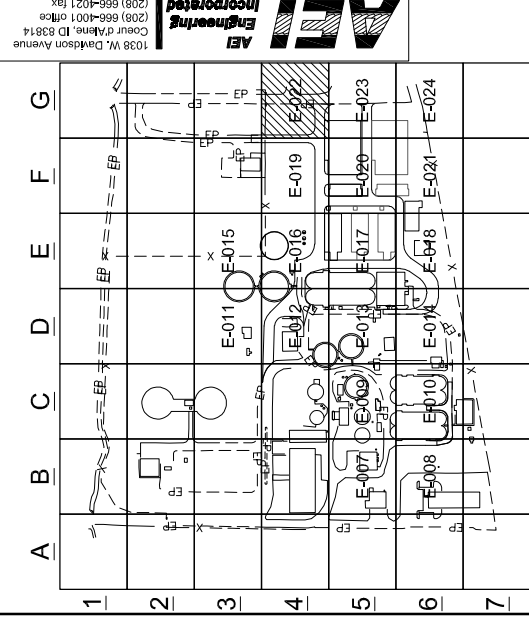
**WRF TERTIARY TREATMENT IMPROVEMENTS
 CITY OF POST FALLS**

| NO. | DESCRIPTION | BY | DATE |
|-----|----------------------------------|-----|----------|
| 1 | ADDED GROUNDING SERVICE REVISION | TJS | 10/06/21 |
| 2 | REVISION | TJS | 09/24/21 |

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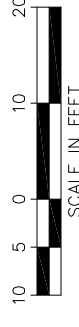


NOTES: (for this sheet)

- N1 NEW DUCTBANK WHERE NOTED.
- N2 UTILITY TRANSFORMER.
- N3 ATS-2.
- N4 DISTRIBUTION PANEL "DP-GEN".
- N5 GENERATOR "G-4".
- N6 GENERATOR "G-5".
- N7 FUTURE GENERATOR "G-6".
- N8 PANEL "L-GEN" ON EQUIPMENT RACK. PROVIDE 20A, GFCI, WP RECEPTACLE ON RACK.
- N9 CONCRETE ENCASED DUCT BANK PER DETAIL ED-07/1.3.
- N10 6'W X 6'L X 7'H VAULT WITH MANHOLE COVER PER DETAIL ED-07/2.2.
- N11 4'W X 4'L X 4'H VAULT WITH MANHOLE COVER PER DETAIL ED-07/2.2.
- N12 EXISTING OVERHEAD POWER TO BE EXTENDED.
- N13 OVERHEAD POWER EXTENSION.
- N14 NEW OVERHEAD POWER POLE AND UNDERGROUND DIP FOR NEW SERVICE TRANSFORMER. POLE LOCATION IS APPROXIMATE.

N15 REFERENCE CIVIL DRAWINGS FOR FOUNDATION REQUIREMENTS.

N16 PROVIDE 4/0 GROUNDING AS INDICATED WITH 4/0 GROUND CONNECTIONS TO EACH ENCLOSURE, VAULT AND FOUNDATION REBAR. PROVIDE GROUND RODS AS INDICATED.



MATCH-LINE LOCATION G5: E-023

MATCH-LINE LOCATION F4: E-019

CITY OF POST FALLS
AGENDA REPORT
Unfinished Business
MEETING DATE: 4/5/2022

DATE: 3/30/2022 9:50 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Enderud
SUBJECT: American Rescue Plan Act Decision on Funds

ITEM AND RECOMMENDED ACTION:

The city held a Council workshop on March 15, 2022, regarding the American Rescue Plan Act (ARPA). This memo is a recap of the information presented along with a response from our Legal Department on lawsuits between the Federal Government and certain states.

Council will need to vote on whether to accept the ARPA funds for use or to return the ARPA funds to the US Treasury for reallocation. If the funds are accepted, Council should also direct staff to use the funds as presented or to alter the recommended uses.

DISCUSSION:

ARPA is estimated to provide the City of Post Falls with \$7,797,234. The City of Post Falls is eligible to spend these funds under Category #3, using the standard allowance of \$10 million provided in the Final Rule.

Category #3 allows for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency. Broad latitude to use funds for provision of government services, such as infrastructure maintenance or pay-go infrastructure projects, examples: roads, modernization of cybersecurity, health services, environmental remediation, the provision of public safety services.

The first half of the funds from ARPA were received in FY 2021 and are being held in a designated account until Council determines if they will accept the funds, and if accepted, how they will be spent. The second half of the funds, if accepted, will be received in FY 2022.

Attached is a list of recommended projects that staff submitted to Council for review at the workshop. The list of projects totals more than the funds the City will receive from ARPA. The balance of funds for the projects will come from other revenue sources as appropriate.

The attached list consists of high priority projects that are real needs for the community that are not fully funded at this time. If the ARPA funds are not approved, the projects will be funded through taxpayer dollars or rate payer dollars received by the City. By accepting and using the funds for these projects, it significantly reduces the amount of funds needed from the citizens of Post Falls and provides a direct, equitable benefit of tax and rate relief to citizens. The total Project funds requested is \$8,103,000 to \$10,351,000.

If the City does not accept the funds, the funds will be reallocated to other entities while City taxpayers will still pay for their share of the debt created from the allocation of these funds. This means the City taxpayers would receive no local benefit but would still pay towards the funds distributed.

There were public comments indicating that the ARPA funds for local governments has resulted in lawsuits or the Department of Treasury pursuing sanctions against several states over noncompliance. The City's Legal Department found that there has been litigation surrounding the "tax mandate" provisions contained in ARPA that prohibited state governments from using ARPA funds to offset tax cuts. As many as 16 states have filed suit in 6 separate cases challenging the "tax mandate" language. While not finally decided, it is likely, based on the rulings to date, that the "tax mandate" language will be stricken. Regardless, these cases are not relevant to the City's use of ARPA funds. There has also been litigation surrounding the use of ARPA funds to provide debt relief for minority farmers. Again, this pending litigation is not applicable to the City's potential receipt/use of funds. Legal staff found no indication that the Department of Treasury has made any findings of non-compliance regarding the use of ARPA funds that would be applicable to the City's acceptance/use of ARPA funds.

Council will need to vote on whether to accept the ARPA funds for use or to return the ARPA funds to the US Treasury for reallocation. If the funds are accepted, Council should also direct staff to use the funds as presented or to alter the recommended uses. If the funds are accepted, no budget amendment will be required for FY 22, due to the first payment of funds having already been included in the budget during the regular budget process. Future projects would be allocated during their appropriate fiscal years. Individual projects would be approved through normal City processes, including contract approval and payables approvals.

The Final Rule may be found at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>. This rule provides all the details on the funds, from how they will be distributed, to how they may be spent, and what type of reporting is required. The rule is 437 pages long.

If you have any questions, please let me or Warren know.

Thank you,
Shelly

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
03/15/2022

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
\$7,797,234

BUDGET CODE:

City of Post Falls American Rescue Plan Act Recommended Project List

Project A: Modernization of Cyber Security*

Description: The topic of Cyber Security is extremely complex and goes well beyond the process of making sure everyone's passwords are secure. In today's world, it includes network security, physical site security, infrastructure security, internet as well as intranet security, application security, disaster recovery, malicious attack remediation, administrative training, as well as training and testing of people using the technology. As a result, staff is recommending a complete, holistic approach to cover all facets of security. We recommend these steps to make sure we cover all the bases.

- Backup site for City Hall - create an offsite data repository to house data and backups so if City Hall is compromised, we can switch to the backup repository with minimal loss of data.
 - a. Duplicate backup server - \$27,000
 - b. Radio hardware - \$2,000
 - c. Hyper-V SAN setup: We would install the new setup in City Hall and move the current Hyper-V servers to the backup location. This would achieve two goals:
 - i. Be able to replicate virtual servers as a backup
 - ii. Install a Hyper-V environment at City Hall similar to the PD which would make it easier to perhaps copy PD servers to City Hall for use if PD gets hit. - \$150,000
- 3-year security vCISO service including scans and mitigation plans - ~\$150,000
- Hardware to convert lift stations from cellular to City wifi for faster connection to network. Conceivably, this would allow us to install cameras at lift stations as well. Camera costs are not included in this estimate - \$50,000
- PD software and hardware for Cyber security - ~\$500,000
- PD backhaul to offsite data repository upgrade to accommodate additional data traffic - \$175,000

Total estimated hard costs: \$1,052,000 to \$1,500,000**

**** The final amount of hard costs would depend on what the audit reveals as needed.**

Estimated Budget: \$1.052 to \$1.5 million.

Timeline: While this project would be implemented starting in FY 2022, it is really an on-going project. Initial vetting of security companies would take approximately two months. Once a company is contracted, the initial phase would be approximately one year.

Project B: Wastewater Contingency for Current Projects

Description: The City is working on a number of projects in wastewater during a complicated time for building projects. The Pandemic and supply chain issues have the potential to create some significant cost overruns. Staff is requesting to reserve \$1 million in contingency for cost overruns.

As of February 2022, the Tertiary Treatment project is about halfway complete. This \$46+ million-dollar project was required to be completed by Fall 2022 by our NPDES permit and delaying construction due to the pandemic was not an option. As a result, the project was awarded knowing that doing so increased construction risk to the City.

The Outfall Upgrade project was postponed from 2020 to 2021 due to the original COVID-19 impacts. This project is still under construction due to supply chain issues. Resolution as to responsibility for increased costs has not been reached. Completion of this project is expected in summer of 2022.

In the event the contingency is not needed, this would be known in 2023 and allow for re-allocation of the contingency funds to another need prior to the 2024 deadline.

Estimated Budget: \$1 million.

Timeline: Any need for contingency funds would be known by the end of 2023. In the event they were not needed, funds could be reallocated in 2024 for spending by 2026.

Project C: Facilities Master Plan Funding

Description: The Facilities Master Plan was completed in late 2021 and outlines necessary improvements in support infrastructure and buildings for general city operations. Projects were broken into phases with Phase 1 being the recommended projects for the five-year timeframe beginning in FY23. Listed below are the costs for the Phase 1 improvements. Staff recommends prioritizing land purchase over the projects. The total land cost would be \$1,405,038 if we increase the size for the Public Works facility above the minimum size necessary. This increase was recommended during the adoption process of the plan for long-range planning. The totals for Phase 1 with and without the Water/Wastewater projects are \$5,124,436 and \$3,673,801, respectively. The Water/Wastewater projects would otherwise be funded with utility fees; all other projects would be otherwise funded from tax revenues.

Project Name

| Project Name | Cost (2021 Dollars) |
|---|----------------------------|
| City Hall Phase 1 Remodel | \$522,307 |
| Parks Equipment Storage, Ops Yard Improvements | \$480,171 |
| Streets/Fleet Interim Improvements | \$1,030,642 |
| Water/Wastewater Lab Remodel and Interim Improvements | \$1,450,634 |
| <i>Property, Police Station</i> | <i>\$435,118</i> |
| <i>Property Public Works Site (16 ac.)</i> | <i>\$969,920</i> |
| Land Total | \$1,405,038 |

Estimated Budget: \$1.4 to \$5.1 million.

Timeline: Land purchases should be pursued as soon as possible. The remaining projects are intended to be completed within the next 2-5 years, per the Facilities Plan.

Project D: Parks – Montrose Ball Fields

Description:

- Montrose Ball Fields – This project will require land acquisition and will eventually have both a softball complex and a community center on this site. The total identified footprint of the site is 22.7 acres. The developer is obligated to provide 7.6 acres for the ballfields and 8.5 acres for the community center, leaving a needed 6.6 acres to be purchased from the developer. Current cost is estimated at \$6.00 per square foot (approximately 1.7 million). These costs have escalated from the original \$1.5 per square foot we saw three years ago.
- Park Impact fees will need to pick up the balance of the cost not covered by ARPA funds
- This project is identified in the Park and Recreation Master Plan, the Montrose master development agreement, and will address needed level I park land per our established park acreage level of service (LOS).
- The fields and community center will be a revenue producing area, helping long-term sustainability of system.

Estimated Budget: \$800,000

Timeline: 2022 - 2023

Project E: The Landing Property Acquisition/Completion of Public Esplanade and Related Facilities

Description: The approved plan for the Post Falls Landings site contemplates a publicly accessible riverfront walkway from Spokane Street to Falls Park. Over the years, portions of the esplanade have been completed along with the development of the adjacent property. Most recently the City, in conjunction with Avista, acquired a portion of waterfront and constructed the portion of the walkway closest to Falls Park as well as an amphitheater and plaza. One portion of the walkway remains to be constructed along with two stairwells from the walkway to Spokane Street and to the eventual extension of 3rd Avenue. The City is contractually obligated to construct the stairways. The City also recently acquired the riparian rights to the site to ensure that the City has the ability to construct the missing section and maintain all of the walkway going forward. Funding for this project has come from Park impact fees, general fund and Avista to date. Total estimated project costs are \$1,207,000 and funding provided to date is \$656,000 leaving a shortfall of \$551,000. See a detailed recap of the project’s budget and expenditures below.

Estimated Budget: \$551,000

Timeline: 2022 – 2023

The Landings Park Project Recap of Budget and Expenditures

| | | |
|---------------------------------------|-----------------|---|
| Budget for Landings Project | \$ 530,000.00 | |
| Cashed out funds for Staircase 2 | \$ 65,919.00 | |
| Avista Recreation Grant | \$ 60,000.00 | Received funds in November - G/L Account # 001-443.1656.34320 |
| Turf Expenditure FY 21 | \$ (22,625.00) | |
| Turf Expenditure FY 22 *** | \$ (19,625.00) | |
| Riparian Rights FY 22 | \$ (300,000.00) | |
| Benches & Trash Receptacles FY 21 *** | \$ (18,162.96) | |
| Black Drinking FY 21 *** | \$ (4,960.00) | |
| Bike Racks FY 21 *** | \$ (1,095.16) | |
| Erosion Control FY 22 *** | \$ (419.90) | |
| Erosion Control FY 22 *** | \$ (80.40) | |
| Remaining Budget | \$ 289,030.98 | |
| Outstanding Potential Expenditures | | |

| | | |
|--|------------------------|---|
| - Slope property from Liberty | \$ (15,000.00) | Some debris cleanup will be needed if we receive this from Liberty/Wolfe |
| - Flat area below slope property from Liberty | \$ - | Separate project to be considered by Parks |
| - Staircase 1 - Block B (Landings Park to 3rd Ave) | | This is included in URA District - West end of 3rd Ave estimated at \$730,000 |
| - Staircase 2 (Marina to Spokane St) | \$ (120,000.00) | |
| - Missing Esplanade | \$ (650,000.00) | Includes waterline loop |
| - Original Esplanade Repairs* | \$ (50,000.00) | Includes minor repairs to the existing rail and asphalt path |
| - Parking Lots (2)** | | |
| - Landings Park Signage (Roughly \$5,000) *** | \$ (5,000.00) | |
| Estimated Costs for O/S Potential Expenditures | \$ (840,000.00) | |
| Funds Variance Requested | \$ (550,969.02) | |

*Some type of consideration from Liberty - either property trade or cash; Just rail and boxes that need to be reset - does not replace rail or leaning blocks (we don't know what the issue is without more exploration and testing). It would be very expensive if we need to reset the wall - maybe up to \$1 million.

**Funding of these will not come from this budget

***Avista Grant Expenditure

URA Water Tower improvements estimated at \$180,000 in URA District Plan

G/L Account # 001-444.0000.94180 (total FY 22 budget is \$809,874.70)

Project F: Reconstruction of Streets – Seltice Way

Description: Two sections of Seltice Way have delaminating pavement several inches below the road surface. This may be related to a failing chip seal which pre-dates the City’s maintenance of these sections. In 2020, Welch Comer Engineering conducted an analysis of the road. For the section from Chase to McGuire a full depth reconstruction of the road to current standards is recommended. For the section from Ross Pt. Rd. to Cedar, the pavement would be milled out and overlaid. The cost estimates for that work are below. The background design work has been completed on these projects but drawings and bid documents have not yet been prepared.

Reconstructing Seltice from Chase Rd. to McGuire Rd. is estimated to cost \$1.90M. Work on this section would include coordination with Wastewater to ensure any future lines are built at the same time. Funding for the Wastewater portion of the project would not utilize ARPA funding. Reconstructing Seltice from Ross Pt. Rd. to Cedar St. is estimated to cost \$0.55M. Funding for these projects would otherwise come from the General Fund, budgeted over several years.

Estimated Budget: \$2.45 million.

Timeline: Design for these projects would take 4-6 months and construction would be scheduled for the following summer. If work began immediately, construction bids would likely be sought in early 2023.

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 4/5/2022

DATE: 3/30/2022 9:55 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Angell Clark Zone Change Ordinance File No. RZNE-0010-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Ordinance Agenda, City Council authorizes the Mayor's signature of the Ordinance for the Angell Clark Zone Change.

DISCUSSION:

The applicant (Rob Clark, Angell Clark Properties LLC) requested to rezone approximately 4.2 acres from Single-Family Residential (R1) to Community Commercial Services (CCS). The property is generally located to the east of the intersection of W. Grange Ave and N Spokane St within the Prairie Falls Golf Community.

On December 14, 2021 a public hearing was held before the Planning & Zoning Commission. After receiving testimony and hearing the staff report, the Commission moved to recommend approval of the requested zone change. The City Council held a public hearing and approved the requested zone change on February 1, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approval

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ORDINANCE NO. _____

**ZONE DESIGNATION CHANGE OF APPROXIMATELY 4.2 ACRES
LOCATED EAST OF THE INTERSECTION OF W. GRANGE AVE. AND N.
SPOKANE ST.
(File No. RZNE-0010-2021)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL (R-1) TO COMMUNITY COMMERCIAL MIXED (CCM) ZONING DISTRICT. PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THIS CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUPERSEDED; AND PROVIDING AN EFFECTIVE DATE;

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

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

Section 1: That the zoning classification for the lands described below in this section and generally located east of the intersection of W. Grange Ave. and N. Spokane St, within the corporate limits of the City of Post Falls, County of Kootenai, State of Idaho, be changed from the current designation of Single-Family Residential (R-1) to Community Commercial Mixed (CCM).

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
COMMENCING AT THE CENTER OF SECTION 27 BEING A FOUND 5/8" REBAR WITH 2.5 ALUMINUM CAP MARKED L.S. 6602, THENCE NORTH 0°13'56" EAST A DISTANCE OF 174.53 FEET, THENCE SOUTH 89°06'52" EAST A DISTANCE OF 40.00 FEET, THENCE SOUTH 0°13'56" EAST A DISTANCE OF 41.11 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE SOUTH 89°46'33" EAST A DISTANCE OF 17.63 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 255.50 FEET, A DELTA ANGLE OF 14°36'41", AND ARC LENGTH OF 65.16 FEET AND A CHORD THAT BEARS NORTH 82°55'07" EAST A DISTANCE OF 64.98 FEET;
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 99.50 FEET, A DELTA ANGLE OF 15°16'13", AN ARC LENGTH OF 26.52 FEET AND A CHORD THAT BEARS NORTH 83°14'58" EAST A DISTANCE OF 26.44 FEET;
THENCE SOUTH 89°06'52" EAST A DISTANCE OF 12.10 FEET;
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 85.50 FEET, A DELTA ANGLE OF 28°32'49", AN ARC LENGTH OF 42.60 FEET, AND A CHORD THAT BEARS NORTH 76°36'49" EAST A DISTANCE OF 42.16 FEET;
THENCE SOUTH 89°46'04" EAST A DISTANCE OF 140.80 FEET;
THENCE SOUTH 18°29'09" EAST A DISTANCE OF 244.59 FEET;
THENCE SOUTH 4°49'03" EAST A DISTANCE OF 268.40 FEET;
THENCE NORTH 89°17'55" WEST A DISTANCE OF 405.58 FEET TO THE EAST RIGHT OF WAY OF SPOKANE STREET;
THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 0°26'32" EAST A DISTANCE OF 341.12 FEET ALONG THE WEST SIDE OF SAID TAX NUMBER;
THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 0°13'56" EAST A DISTANCE OF 133.30 FEET TO THE **TRUE POINT OF BEGINNING**.
CONTAINING 4.163 ACRES MORE OR LESS.

Section 2: That the property described above in Section 1 will be designated as Community Commercial Mixed (CCM) on the official Zoning Map of the City of Post Falls.

Section 3: That all prior zoning designations for the lands described in Section 1 are hereby superseded.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED by the City Council upon roll call vote on the ____, day of _____, 2022, and **APPROVED** by the Mayor on the ___ day of _____, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

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. _____, rezoning certain property generally located east of the intersection of W. Grange Ave. and N. Spokane St., within the corporate limits of the City of Post Falls, County of Kootenai, State of Idaho, be changed from the current designation of Single-Family Residential (R-1) to Community Commercial Mixed (CCM) and is legally described as:

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE CENTER OF SECTION 27 BEING A FOUND 5/8" REBAR WITH 2.5 ALUMINUM CAP MARKED L.S. 6602, THENCE NORTH 0°13'56" EAST A DISTANCE OF 174.53 FEET, THENCE SOUTH 89°06'52" EAST A DISTANCE OF 40.00 FEET, THENCE SOUTH 0°13'56" EAST A DISTANCE OF 41.11 FEET TO THE **TRUE POINT OF BEGINNING**;
THENCE SOUTH 89°46'33" EAST A DISTANCE OF 17.63 FEET;
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 255.50 FEET, A DELTA ANGLE OF 14°36'41", AND ARC LENGTH OF 65.16 FEET AND A CHORD THAT BEARS NORTH 82°55'07" EAST A DISTANCE OF 64.98 FEET;
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 99.50 FEET, A DELTA ANGLE OF 15°16'13", AN ARC LENGTH OF 26.52 FEET AND A CHORD THAT BEARS NORTH 83°14'58" EAST A DISTANCE OF 26.44 FEET;
THENCE SOUTH 89°06'52" EAST A DISTANCE OF 12.10 FEET;
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 85.50 FEET, A DELTA ANGLE OF 28°32'49", AN ARC LENGTH OF 42.60 FEET, AND A CHORD THAT BEARS NORTH 76°36'49" EAST A DISTANCE OF 42.16 FEET;
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THENCE NORTH 89°17'55" WEST A DISTANCE OF 405.58 FEET TO THE EAST RIGHT OF WAY OF SPOKANE STREET;
THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 0°26'32" EAST A DISTANCE OF 341.12 FEET ALONG THE WEST SIDE OF SAID TAX NUMBER;
THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 0°13'56" EAST A DISTANCE OF 133.30 FEET TO THE **TRUE POINT OF BEGINNING**.
CONTAINING 4.163 ACRES MORE OR LESS.

providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____, including the legal description of the rezoned property, is available at Post Falls City Hall, 408 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, Warren J. Wilson, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, rezoning certain property 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 , 20 .

Warren J. Wilson, City Attorney

CITY OF POST FALLS
AGENDA REPORT
Unfinished Business
MEETING DATE: 4/5/2022

DATE: 3/30/2022 11:52 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington
SUBJECT: Returning Ordinance - Parking Code Update

ITEM AND RECOMMENDED ACTION:

The proposed ordinance is an update to our parking regulations. Some minor changes were made since council last reviewed, the changes were not substantive. This is a final ordinance for adoption.

Staff recommends adoption of the ordinance.

DISCUSSION:

The proposed ordinance has provisions for placement of traffic control devices, pavement and curb painting, parking regulations, parking restrictions, city parks parking fees, and an update to the violation/penalty section to provide for parking citations, infractions, and appeals. The proposed ordinance also amends other sections of code to correct redundancy from the proposed changes.

The proposed ordinance has been reviewed by the Engineering Department, the Parks Department, the Police Department, and the City Legal Department.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item was previously reviewed at the March 15th, 2022 meeting.

APPROVED OR DIRECTION GIVEN:

Following discussion, Council approved bringing the ordinance back for adoption.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL AND REPLACEMENT OF CITY CODE TITLE 10 CHAPTER 20 REGARDING PARKING; AMENDING SECTION 10.40.010 OF CITY CODE TO REMOVE PARKING REGULATION; PROVIDING FOR PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, the Mayor and City Council find that it is necessary to update the city’s parking regulations in order to protect the health, welfare, and safety of the City of Post Falls; and

WHEREAS, *after recommendation of the Post Falls Legal Department*, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code Title 10 Chapter 20 is repealed and a new Title 10 Chapter 20 is adopted as follows:

CHAPTER 10.20

PARKING

10.20.010: DEFINITIONS

Words in this chapter used in the present tense include the future; the plural includes the singular; the words “must”, “shall” and “will” indicate a mandatory requirement while the word “may” indicates that discretion may be used.

Unless the context indicates otherwise, the following terms, as used in this Chapter, have the following meanings:

BICYCLE: A vehicle propelled primarily by human power or by human power with the assistance of an electric motor upon which any person(s) may ride, having one (1) wheel, two (2) tandem wheels, or two (2) parallel wheels and one (1) forward wheel.

BOAT: Any watercraft or vessel used for transporting a person or people on water propelled by oar, sail, motor or engine which for the purposes of this chapter includes any boat trailer designed to be drawn by a motor vehicle and designed for the hauling or storage of a boat.

BUS: Any motor vehicle used for the purpose of transporting multiple people which requires a commercial driver's license (CDL) to operate.

CROSSWALK: Means either of the following:

(1) That part of the roadway at an intersection included within the connection of the lateral lines of the sidewalks on opposite sides of the roadway measured from the curbs or in the absence of curbs, from the edges of the travelable roadway; and in the absence of sidewalk on one side of the roadway, that part of the roadway included within the extension of the lateral lines of existing sidewalk at right angles to the centerline.

(2) Any portion of the roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

MOTOR VEHICLE: Any vehicle which is self-propelled, including but not limited to automobiles, trucks, pickups, motorcycles, motorbikes, motor scooters, motorhomes, and tractors. Motor Vehicle does not include vehicles moved solely by human power, electric personal assistive mobility devices, electric-assisted bicycles, and motorized wheelchairs or other such vehicles that are specifically exempt from titling or registration requirements under title 49, Idaho Code.

PARK(ING): The standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaging in the loading or unloading of property or passengers.

PARKING CITATION: A notice of parking violation that is personally given or mailed to the operator or owner, or attached to the vehicle, informing the owner or operator of a parking code violation along with the owner or operator's right to elect to pay the fine for the violation or contest the violation.

RECREATIONAL VEHICLE: A vehicle type designed for recreational, camping, or travel use, including, but not limited to, motorcoaches, travel trailers, pickup or truck campers or coaches (designed to be mounted or loaded on vehicles), motorized dwellings, and tent trailers.

SEASON PASS: A annual parking permit available from the Post Falls Parks and Recreation Department allowing access to a designated fee parking area provided that sufficient parking space is available at the time of entrance.

TRAFFIC CONTROL DEVICE: Any official device, marker, sign, or signal, whether manually, electronically, or mechanically operated, placed or erected, for the purpose of regulating, providing information, warning, or guiding traffic, by offering visual, audio, or tactile indicators to pedestrians, motor vehicle drivers, and bicyclists.

VEHICLE: Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, street, alley, or thoroughfare excepting devices used exclusively upon stationary rails or tracks.

10.20.020: TRAFFIC CONTROL DEVICE – INSTALLATION

- A. The city of Post Falls is hereby authorized to post and enforce *Parking* regulations in public places within the city limits of Post Falls.
- B. To inform users of the public rights-of-way of the provisions of this chapter relating to *Parking*, traffic, and travel, a department head or their designee, in cooperation with the city engineering department, shall provide and have placed on or about the streets and alleys of the city suitable traffic control devices whenever and wherever deemed necessary.
- C. No person, other than the City Engineer, a department head or their designee, police or their duly authorized agents, shall direct, place, or exhibit any traffic control device upon any public street of the city or attempt by signs, markings, lights, written, or printed instructions to regulate traffic or the *Parking of Vehicles* on public streets.
- D. No person shall maliciously remove or injure any public traffic control device erected upon any public rights-of-way.

10.20.030 PAVEMENT MARKINGS AND CURB PAINTING

The City Engineer or their designee is hereby authorized to cause curbs to be painted, and pavement markings to be installed in or near the public right-of-way which indicate locations or the way *Vehicles* may or may not utilize the roadway or may or may not be *Parked*.

10.20.040: PARKING REGULATIONS

- A. Except when necessary to avoid conflict with other traffic or to comply with the law or the directions of a police officer or official traffic control device, no person shall:
 - 1. Stop, stand, or *Park a Vehicle*:
 - a. On, or impeding use of, a *Crosswalk* or the point of intersection of public rights of way measured at the curb line or point of curvature for streets so developed;
 - b. Within an intersection of public rights of way;
 - c. At any location where a *Traffic Control Device* restricting or prohibiting stopping has been posted;
 - d. On or across a public sidewalk, pedestrian path, *Bicycle* path or similar nonvehicular right of way, or between the curb and sidewalk or within an area improved on the right of way for stormwater drainage, except this provision shall

- not apply to *Bicycles* or public service *Vehicles*; provided that said *Bicycles* or public service *Vehicles* must not obstruct pedestrian traffic along accessible routes;
- e. Alongside or opposite any maintenance or construction operation or obstruction when stopping, standing, or *Parking* would obstruct traffic;
 - f. Upon any bridge, overpass, underpass, tunnel, viaduct, or other elevated or burrowed roadway structure;
 - g. Upon any street, alley, lane, railroad tracks, or within railroad right-of-way where the stopping, standing, or *Parking* of such *Vehicle* will block, obstruct or prevent the free passage of other *Vehicles* or railroad traffic within or upon said street, alley, lane, railroad tracks, or railroad right-of-way;
 - h. Upon any portion of a street where the curb is officially painted red;
 - i. In a marked fire lane on the site of any structure open for public access or where access restrictions have been imposed by the fire district.
2. Stop, stand, or *Park* a *Vehicle*, whether occupied or not, other than temporarily for the purpose of and while actually engaging in the loading or unloading of property or passengers:
 - a. In front of, or otherwise blocking use of, a public or private driveway or street access from lands adjoining a public street;
 - b. Within fifteen feet (15') of any fire hydrant;
 - c. Within twenty feet (20') of, a *Crosswalk* or the point of intersection of public rights of way measured at the curb line or point of curvature for streets so developed;
 - i. This limitation shall not apply to *Vehicles* in public service which may *Park* within six feet (6') of such points.
 - d. At any location where a traffic control device restricting or prohibiting *Parking* has been posted;
 - e. Upon any portion of a street where the curb is officially painted yellow;
 - f. On the roadway side of any *Vehicle* stopped or *Parked* at the edge or curb of a street.
 3. The city council may designate a tow away zone at any location where a traffic control device restricting or prohibiting *Parking* has been posted, provided that the tow away warning is posted along with the traffic control device which restricts or prohibits *Parking*. Whenever any peace officer finds a *Vehicle* in violation of this provision, the officer is authorized to require the driver or other person in charge of the *Vehicle* to move it, or to remove or cause to be removed to a place of safety any unattended *Vehicle*. The procedures of Idaho Code, title 49, chapter 18 are hereby adopted concerning disposition of *Vehicles*.
 4. Parallel Parking:
 - a. Except as otherwise provided, on all streets and avenues, *Motor Vehicles* must be *Parked* in the direction of authorized traffic movement, parallel to the curb with the right-hand wheels within eighteen inches (18") of the right-hand curb.

- b. On one-way streets and avenues, *Motor Vehicles* must be *Parked* in the direction of authorized traffic movement, with either the right-hand wheels or left-hand wheels within eighteen inches (18”) of the curb.
5. Angled *Parking* is allowed at locations where angled *Parking* is designated by the city by use of pavement markings or in areas where the designated *Parking* area is designated by a modification of the curb line that provides a recessed *Parking* area.

10.20.050: TEMPORARY PARKING RESTRICTIONS; AUTHORITY OF CHIEF OF POLICE:

The police department is authorized to indicate temporary zones or locations, for a period not to exceed seven (7) consecutive days, where *Vehicles* shall not be *Parked* when, in the opinion of the chief of police, it is necessary to temporarily prevent the *Parking* of *Vehicles* to avoid public harm or inconvenience. The chief of police may do so either by placing appropriate signs or placing barricades or officers at such places where *Parking* is to be restricted. The chief of police is empowered to employ the authority granted by this section to take such actions as may be necessary to prevent *Parking* on public streets which blocks or otherwise impedes the convenient delivery of mail by the U.S. postal service. It shall be unlawful for any person to *Park* any *Vehicle* at such time and at such designated places in violation of the restrictions established by the chief of police. The police department is authorized to remove such illegally *Parked Vehicles* and the owner thereof shall pay the cost of such removal and storage.

10.20.060: TIME LIMITATION:

No *Vehicle* or *Recreational Vehicle* shall be *Parked* or stored continuously at the same location or combination of locations within the same block on any public street or public alley on any public street or alley in the city for more than forty eight (48) hours.

10.20.070: PRIVATE PROPERTY

- A. It is unlawful for any person to *Park* upon the private property of another without the consent of the owner of such property, and the police department is authorized to remove the *Vehicle* therefrom and cause the same to be stored, following the procedures under title 49 of the Idaho Code, provided the owner of the private property has first complained against the owner or operator of such *Vehicle*.
- B. It is unlawful for any person to *Park* any *Vehicle* in the front yard of a residence that is not an improved driveway. For the purpose of this section, an improved driveway shall be an off street *Vehicle* access to a parcel of land from a private or public street or alley constructed of compacted gravel, grass pavers, brick pavers, asphalt or concrete.
- C. Automotive *Vehicles* or trailers of any kind or type without current license plates shall not be *Parked* or stored on any residentially zoned property unless stored in a completely enclosed building or carport. Except one (1) *Boat* and/or one (1) *Recreational Vehicle* without current license plates may be stored in the side or rear yard, but not in any front yard.
- D. Any person who violates any of the provisions of this section or fails to comply with any of the terms and conditions of this section shall be guilty of a misdemeanor and upon conviction

thereof shall be subject to the penalty provisions as provided in title 1, chapter 1.24 of this code.

10.20.080: PICK UP AND DELIVERY:

Whenever possible all commercial pick-ups and deliveries by *Vehicles* shall be made from the alleys.

10.20.090: CITY PARKS; FEES:

- A. The Post Falls Parks and Recreation Department shall have full authority to designate certain *Parking* areas of city *Parks* as fee *Parking* areas. All fees for city *Parking* areas shall be set by resolution of the city council.
- B. Any fees shall be collected from the driver of each *Motor Vehicle* or *Bus* desiring to *Park* in, and upon entrance to, the designated fee *Parking* area.
- C. Any person may purchase a *Season Pass* from the Post Falls Park and Recreation Department which shall authorize a *Vehicle* with that *Season Pass* to access the designated fee *Parking* area provided that sufficient *Parking* space is available for that *Vehicle* at the time of entrance.
- D. Each household within the City limits of Post Falls may receive one (1) complimentary *Season Pass* for the Q'emiln Park fee *Parking* area per calendar year. The complimentary *Season Pass* must be acquired from the Parks and Recreation Department and will be verified by presentment of a valid driver's license with an address within Post Falls City Limits.
- E. Any person seeking to launch a *Boat* at the boat launch shall be required to pay a boat launch fee in an amount set by resolution of the city council.

10.20.100: VIOLATION; PENALTY:

It is unlawful for any individual to violate any of the provisions of this chapter. Anyone found violating any provision of this chapter, unless another penalty is specifically provided, may be issued a *Parking Citation*, and shall be assessed a fine as established by resolution of the city council. If a second or subsequent violation is committed, or as an alternative to the *Parking Citation*, an infraction citation may be issued and the violator and if found guilty, shall be penalized by a fine of one hundred and fifty dollars (\$150.00).

A. Parking Citations.

- 1. The Post Falls Police Department is authorized to serve a *Parking Citation*, by any one or more of the following means:
 - a. By securing a *Parking Citation* to the vehicle;
 - b. By personally serving the operator or owner of the vehicle with a *Parking Citation*;

- c. By personally serving a passenger of the vehicle with a *Parking Citation* in the presence of the owner or operator of the vehicle; or
 - d. By mailing, via United States Postal Service, a *Parking Citation* to the vehicle's owner at the address maintained in the motor vehicle registration records.
2. Every *Parking Citation* must include the following:
 - a. The date and time at which the violation was observed;
 - b. The location where the violation occurred;
 - c. The license plate number, make, model, and color of the vehicle observed to be in violation;
 - d. The Code section violated and a brief description of the violation;
 - e. The fine amount;
 - f. Instructions explaining how the registered owner or operator of the vehicle may pay the fine associated with the violation; and
 - g. A statement describing the process by which the registered owner or operator of the vehicle in violation may contest the violation indicated on the *Parking Citation*.
3. A separate *Parking Citation* may be served for each violation, including cumulative violations for each time limitation exceeded.
4. A copy or electronic record of each *Parking Citation* shall be filed with the city's Legal Services Department.
5. Each person served with a *Parking Citation*, within fourteen (14) days from the date on the *Parking Citation*, or if served by mail, within fourteen (14) days from the date shown by the post office cancellation mark stamped upon the envelope, must either:
 - a. Pay the corresponding *Parking* fine amount; or
 - i. Payment may be made utilizing an on-line payment system via the Post Falls Police Department website.
 - b. Submit to the Post Falls Police Department a request for reconsideration of the violation indicated on the *Parking Citation*; or
 - c. Notify the city's Legal Services Department of the intention to contest the *Parking Citation* in the First District Magistrate Court, in Kootenai County.

6. A request for reconsideration is an informal process where a person who has received a *Parking Citation* may submit a written dispute of the violation and ask for reconsideration of the fine by the Chief of Police, or their designee. The Chief of Police, or their designee, shall issue a final decision within ten (10) days of the receipt of the request for reconsideration and the decision, along with any associated fine, shall become effective and due immediately.
7. To contest the *Parking Citation* in the First District Magistrate Court, in Kootenai County, the person who has received a *Parking Citation* must:
 - a. Within fourteen (14) days of the date on the *Parking Citation*, or if served by mail, within fourteen (14) days from the date shown by the post office cancellation mark stamped upon the envelope, provide written notice to the city's Legal Services Department of their intent to contest the *Parking Citation* in court; and
 - b. Accept service of a summons and complaint in person at the Legal Services Department.

Failure to strictly comply with these requirements prohibits the person who has received a *Parking Citation* from contesting the *Parking* violation in court.

8. A *Parking Citation* shall be deemed delinquent if:
 - a. The owner or operator fails to either pay, request reconsideration, or give notice of intention to contest the *Parking Citation* in court within fourteen (14) days.
 - b. The owner or operator fails to accept service of the summons and complaint within fourteen (14) days of their written notice to contest the *Parking Citation* in court.
9. Delinquent *Parking Citation*. The city may utilize all available collection methods to recoup fines and fees owed on any delinquent *Parking Citations*. Subsequent *Parking* violation(s) by an owner or operator with delinquent *Parking Citations* may be issued as an infraction citation and if found guilty, shall be penalized by a fine of one hundred and fifty dollars (\$150.00).

SECTION 2. That Post Falls Municipal Code 10.40.010 is hereby amended to read as follows:

10.40.010: DRIVING ~~OR PARKING~~ ON SIDEWALK PROHIBITED; EXCEPTION:

It is unlawful for the driver of a motor vehicle to drive within any sidewalk area, bicycle path, or other pedestrian path, except at a permanent or temporary driveway. For the purposes of this section, the sidewalk area shall include the area between the roadway side of the curb and the sidewalk. ~~No vehicle shall be parked within any sidewalk area except~~ This provision shall not apply to public service vehicles.

SECTION 3. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on March ____ 2022.

APPROVED, ADOPTED and SIGNED this day of March, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL AND REPLACEMENT OF CITY CODE TITLE 10 CHAPTER 20 REGARDING PARKING; AMENDING SECTION 10.40.010 OF CITY CODE TO REMOVE PARKING REGULATION; PROVIDING FOR PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which provides for parking regulations; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of March, 2022.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which provides for parking regulations, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of March, 2022.

Warren J. Wilson, City Attorney

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 4/5/2022

DATE: 3/29/2022 8:55 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Andrew Arbini
SUBJECT: Corbin Lift Station, Engineering Services Contract with Welch Comer Engineers

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the contract with Welch Comer Engineers for the design and construction services for the Corbin lift station replacement.

DISCUSSION:

The 2019 Collections Master Plan identifies improvements at the Corbin lift station to improve reliability and to accommodate increasing flows.

The Corbin lift station was constructed in 1987 and has received minor upgrades in recent years to improve operability and remote communications to monitor activity at the facility; However, the existing lift station requires modernization to meet the long-term operational needs of the collection basin it serves. The design will replace the existing facility and add a new control building, odor control improvements and construct new overflow storage adjacent to the existing facility. The city and adjacent property owner are negotiating a purchase of additional property to accommodate the new facility and will include a temporary easement for materials staging access during the construction of the facility. This agreement will be presented to City Council for approval at a future date.

Considering the current economic conditions and disruptions in the supply chain, the city and Welch Comer have identified long-lead equipment items specific to the Corbin lift station project. This agreement includes a task item to specify and pre-purchase (3) critical pieces of equipment prior to construction bidding. The equipment identified to-date includes pumps, generator, and the Motor Control Center (MCC). The project schedule anticipates design completion and advertisement for bid in late 2022 with project construction occurring in 2023.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Not Applicable

APPROVED OR DIRECTION GIVEN:

Not Applicable

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$363,405

BUDGET CODE:

652-463.3234.95520

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Public Works – Utilities Division
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: Jason Faulkner, Finance Director. Phone: (208) 773-3511
Email: jfaulkner@postfallsidaho.org

City Project Manager: , Andrew Arbini, Projects Division Manager. Phone: (208) 457-3378.
Email: arbini@postfallsidaho.org

CONSULTANT:

Welch Comer & Associates, Inc.
330 E. Lakeside Avenue, Ste 101
Coeur D’Alene, ID 83814
Firm Project Manager: Steven B. Cordes, P.E., Phone: (208) 664-9382
Email: scordes@welchcomer.com

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

WITNESSETH:

WHEREAS, the city desires to obtain Consultant Services, within the City; and

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

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

ARTICLE 1. SUBJECT AND PURPOSE

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

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project is to be located 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 of the 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 shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or their representative.

2.3. **PERSONNEL:** The Consultant represents that it has or will secure at its own expense all personnel required to perform its services 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's Project Manager and/or other key employee(s) may not be replaced without obtaining the City's approval, which will not be unreasonably withheld. 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 applicable specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that may have been submitted at the City's 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. Provided, however, that 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. Notice of any such assignment or transfer shall be furnished 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 to provide approvals pursuant 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 of time required for the City's review and for the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. **BASIS OF COMPENSATION:** Consultant will be paid on a lump sum and hourly basis listed in the Budget section of **Exhibit "C"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed **\$ 346,100.00** without an Amendment approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by an Amendment, in accordance with Section 8.4 to the Agreement. In the event the term of the Agreement extends beyond 18 months, the parties agree to attempt to negotiate an equitable adjustment to the Consultant's compensation

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, which are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include expenses 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 provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. 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 computation of the Consultant's fee and may not be charged to the City.

3.4. **TIME OF PAYMENT:** Payments will be made in monthly installments based on an invoice of services rendered and costs incurred during the previous month. Each invoice will contain the project/contract number and be sequentially numbered beginning with "Pay Request 1". The invoice will be addressed to the Project Manager at the address listed above. The invoice will be paid within 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) or Automated Clearing House (ACH). The pricing submitted by the Consultant and accepted by the City is inclusive of applicable payment terms, as well as, any and all fees incurred by the Consultant through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the City shall apply, unless otherwise preapproved by the City.

3.6. **FINAL INVOICE:** In order 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 thereupon be closed and any budget balances deleted, the Consultant agrees that any further charges not properly 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 coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The 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 with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls Public Works – Utilities Division, 408 N. Spokane Street, Post Falls, Idaho 83854. 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 City of Post Falls, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

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

4.4. **WORKERS COMPENSATION:** The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting to the City from such failure, either by way of 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 due 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 in accordance with the terms of this Agreement through no fault of the Consultant.

5.2. TERMINATION BY CITY: This Agreement may be terminated by the City 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 an itemized breakdown and documentation by the Consultant 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 out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend (at the city's sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. Consultant's defense obligation under the indemnity paragraph shall include only the

reimbursement of reasonable defense costs to the extent of 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 Contract 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 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 specifically 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 contract or work performed or materials furnished directly or indirectly because of this contract.

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 and 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 prior to expiration.

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, title and interest to the Materials. The Consultant will, upon request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register 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 paper, electronic, or other 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, reproduced or used for any purpose other than performance of the Consultant's obligations under this Agreement without the prior written consent of the City's Designated Representative 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 foregoing 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 regular course of its business. The City further waives any claim it might have against the Consultant for errors or

omissions arising specifically from changes made by the City or others to the Materials after the completion of 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 infringe 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, 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 Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the City, at any time during their normal operating hours, all records, books or pertinent information which the Contractor 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 required for the purpose of 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 performance of its services set forth in this Agreement.

7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS: The CONSULTANT shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

ARTICLE 8. GENERAL CONDITIONS

8.1. PAYMENT OF TAXES: This Contract 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 specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the terms of this Agreement.

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

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

8.6. **WAIVER:** No officer, employee, agent or otherwise of the City, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the 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 hereof, or the right of the City to hereafter enforce each and every such provision.

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

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

8.9. **RECOVERY OF FUNDS:** Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under the Contract or under any other contract between the Consultant and the City including reasonable attorney fees and or any other collection costs. The rights of City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the 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 his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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 entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

8.16 **NONDISCRIMINATION:** The 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 by this reference is incorporated herein.

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

(1) **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Consultant employs ten (10) or more persons, then 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).

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

1. This Agreement
2. Exhibit "A" Scope of Work
3. Exhibit "B" Nondiscrimination Requirements
4. Exhibit "C" Consultant Billing Rates and Fee Breakdown
5. Exhibit "D" Proposed Design & Construction Schedule

END OF ARTICLES

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


MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: April ____, 2022

CONSULTANT


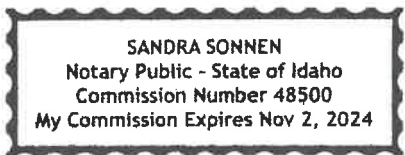
Steven B. Cordes, P.E., authorized agent
Welch Comer & Associates, Inc.

Date: March 23, 2022

State of Idaho)
 : ss
County of KOOTENAI

On this 23 day of March, 2022 before me, a notary for the State of Idaho, personally appeared Steven B. Cordes, P.E. who, being by me first duly sworn, declared that they are an authorized agent of Welch Comer & Associates, Inc. that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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





Notary Public for the State of Idaho
Residing at: DALTON GARDENS
My Commission Expires: 11-02-2024

Exhibit A

City of Post Falls

Corbin Lift Station

Scope of Work

1. Project Description

- A. OWNER: City of Post Falls
- B. ENGINEER: Welch Comer & Associates, Inc.
- C. PROJECT: Corbin Lift Station

City wishes to replace their existing Corbin lift station with a new lift station to be constructed adjacent to the existing station.

2. Preliminary Engineering Services

Engineer will:

- A. Review existing 2019 Wastewater Collection System Master Plan.
- B. Review existing lift station.
- C. Meet with City staff to visit various existing lift stations in the City to look at design features.
- D. Prepare a preliminary engineering report (PER) meeting IDEQ requirements for lift stations.
- E. PER will include the following elements at a minimum:
 - 1. Current and projected flows
 - 2. Pump sizing
 - 3. Wetwell sizing
 - 4. Overflow basin sizing
 - 5. Reliability/standby power analysis
- F. Review draft PER with City.
- G. Submit PER to IDEQ for review.
- H. Incorporate edits to PER as needed.
- I. Retain geotechnical subconsultant (Strata, Inc.) to prepare geotech report for structural design.

Assumptions:

- A. No modification to existing facility plan will be required.
- B. One (1) round of comments from IDEQ is assumed.

3. Preliminary Design Services

Engineer will:

- A. Conduct topographic survey of the site.
- B. Retain an electrical engineering subconsultant (AEI Engineering, Inc.) to design electrical and control elements of the project, including standby generator.
- C. Retain a structural engineer (LSB Consulting Engineers) to design the control building and structural elements of the control building, wetwell and overflow basin as needed.
- D. Prepare plans for new lift station.
- E. Prepare demolition plans for existing lift station.
- F. Prepare technical specifications.
- G. Participate in 50% design review with City.

4. Final Design Services

Engineer will:

- A. Finalize site plan and prepare details.
- B. Finalize structural plans and prepare details.
- C. Finalize electrical plans and prepare details.
- D. Participate in 90% design review with City.
- E. Incorporate City front end documents into specifications.
- F. Incorporate edits from City to bid documents as needed.
- G. Submit bid documents to IDEQ for review.
- H. Incorporate edits from IDEQ to bid documents as needed.
- I. Deliver two (2) hard copies and (1) electronic copy of approved bid documents to City.

Assumptions:

- A. Design will follow City design standards for lift stations.
- B. Pumps will be submersible Flygt or ABS.
- C. Existing lift station will need to remain in service until new station is fully tested and operational.
- D. Boundary surveying will be accomplished via a separate Agreement.
- E. Forced air activated carbon air scrubber will be included in design.
- F. Control building will be CMU block or metal sided.
- G. An architect will not be retained for the design.
- H. Design will include provisions for emergency bypass pumping.

- I. Design includes structural design for cast in place. Deductive fee is shown if pre-cast design is selected during PER phase.
- J. One (1) round of comments from IDEQ is assumed.
- K. No state or federal funds are being utilized to fund the project.
- L. Structure will be designed for a traffic rating. If the City elects to not make the structure traffic rated, the design fee will be reduced by \$1,000.
- M. If Precast Concrete Structure is selected vs Cast in Place, the design fee will be reduced by \$12,650.
- N. SCADA system will communicate via cellular modem.

5. Equipment Pre-Purchase Services

Engineer will:

- A. Assist with pre-purchase of long lead equipment items such as generator and motor control center at the direction of the City.
- B. Assist with development of technical specifications and solicitation packages for long lead equipment.
- C. Utilize electrical subconsultant as needed.
- D. Review submittals for equipment as needed.
- E. Assist with administration of equipment supply contracts.
- F. Incorporate any pre purchased equipment into the plans and specifications for the lift station project.

Assumptions:

- A. Any equipment supply contracts will be configured so that they will be assumed by the general contractor of the lift station project.
- B. Each equipment item (MCC, generator, pumps) will require its own solicitation package.
- C. There will be up to three solicitation packages.

6. Bid Services

Engineer will:

- A. Assist with advertising project.
- B. Conduct one (1) pre bid meeting at the City conference room, followed by a site visit with the bidders.
- C. Respond to bid questions and issue addenda as needed.
- D. Participate in bid opening.
- E. Review bids and prepare written recommendation of award.

7. Construction Services

Engineer will:

- A. Participate in a preconstruction meeting with City and Contractor.
- B. Review Contractor submittals and shop drawings.
- C. Conduct weekly construction meetings on site during construction period (Approx 24 meetings).
- D. Administer construction contract and prepare progress payment requests.
- E. Provide part time resident project representative (RPR) during active construction.
- F. Provide one (1) time construction staking for each element that requires staking. This is anticipated to require multiple trips.
- G. Participate in startup and acceptance testing.
- H. Conduct substantial completion walkthrough with City and Contractor.
 - I. Provide Written Punchlist.

Assumptions:

- J. On site construction period will be limited to 180 calendar days.
- K. RPR envisioned to be on site approximately 20 hours per week on average.
- L. Materials testing will be by others.
- M. Special inspections/rebar inspections will be by others.
- N. Building permit will be provided by City.

8. Post Construction Services

Engineer will:

- A. Prepare record drawing of the project and submit to IDEQ.
- B. Deliver two (2) hard copies and one (1) electronic copies of record drawings to City.
- C. Participate in an 11-month warranty walkthrough with City.
- D. Assist with warranty issues during the 12-month warranty period as needed.

9. SCADA/Programming Services

- A. SCADA System Master Revisions:
 - 1. Telemetry connection to WRF via cellular modem.
 - 2. Corbin Configuration.
 - 3. Contract Administration and System Startup.

Assumptions:

- A. Electric subconsultant intends to retain ControlFreek Inc. for SCADA programming.

Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

Exhibit C
City of Post Falls
Corbin Lift Station
Payment

A. Lump Sum & Hourly Agreement

Payment for consulting services for the project shall be on the basis as listed below:

| <u>Phase</u> | <u>Payment Type</u> | <u>Amount</u> |
|----------------------------------|----------------------|---------------|
| Preliminary Engineering Services | Lump Sum | \$ 24,500 |
| Preliminary Design Services | Lump Sum | \$ 53,700 |
| Final Design Services | Lump Sum | \$ 82,400 |
| Equipment Pre-Purchase Services | Hourly/Not to Exceed | \$ 7,500 |
| Bid Services | Lump Sum | \$ 8,900 |
| Construction Services | Lump Sum | \$137,000 |
| Post Construction Services | Lump Sum | \$ 9,100 |
| SCADA/Programming Services | Hourly/Not to Exceed | \$ 23,000 |

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

An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

Engineer's Standard Hourly Rates are attached as Appendix 1.

Engineer's Reimbursable Rate Schedule is attached as Appendix 2.

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

The maximum amount payable by the OWNER to the ENGINEER under this AGREEMENT, shall not exceed the amount shown above unless a supplemental agreement has been negotiated and executed by the OWNER prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

Partial payments shall be made upon request of the ENGINEER to cover the percentage of work completed and are not to be more frequent than monthly.

C. Final Payment

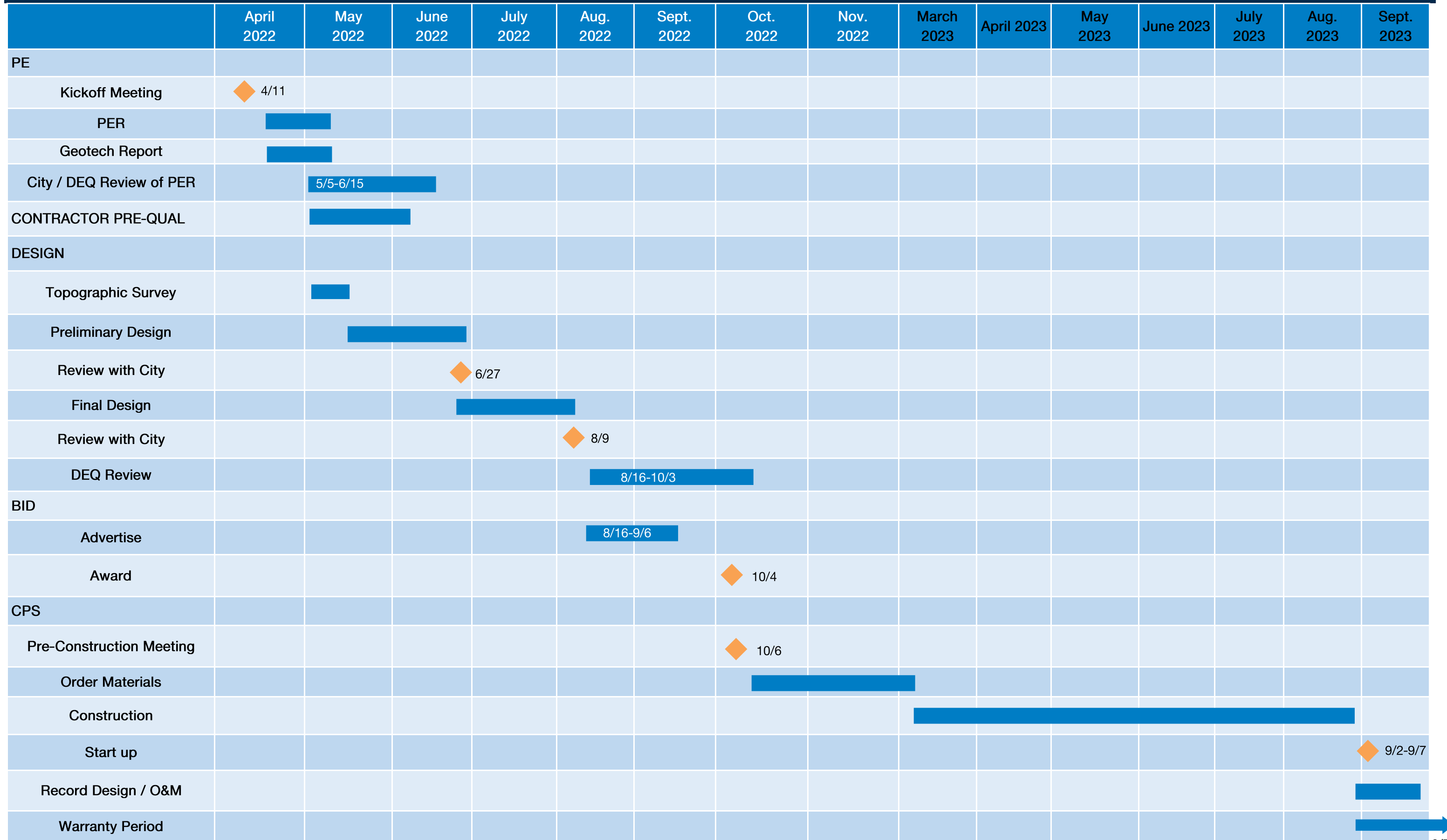
Final payment of any balance due the ENGINEER of the gross amount earned will be made promptly upon its verification by the OWNER after the completion of the work under this AGREEMENT contingent upon receipt of all bidding and construction documents, plans, maps, notes, reports, and other related documents which are required to be furnished under the AGREEMENT.

C. Final Payment

Final payment of any balance due the ENGINEER of the gross amount earned will be made promptly upon its verification by the OWNER after the completion of the work under this AGREEMENT contingent upon receipt of all bidding and construction documents, plans, maps, notes, reports, and other related documents which are required to be furnished under the AGREEMENT.

Exhibit D

Post Falls Corbin Lift Station—Preliminary Project Schedule



CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 4/5/2022

DATE: 3/30/2022 9:57 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Purchasing Cards

ITEM AND RECOMMENDED ACTION:

The City is currently with Wells Fargo for purchasing cards. Purchasing cards are issued to city employees that are authorized by their department head to make purchases on the City's behalf and at the employees convenience while traveling. Currently, there are approximately 150 purchasing cards issued to city employees.

US Bank has currently been awarded the State of Idaho contract from Bank of America. As part of the State contract, the City of Post Falls can "piggy back" on the contract and receive the same benefit at the State of Idaho. US Bank has been very enthusiastic in Finance staff discussions to transition city business from Wells Fargo to US Bank for purchasing cards. The service doesn't cost the City of Post Falls as specified amount however, these companies make money on the city using these purchasing cards.

Although the monthly spend of approximately \$30K isn't much when compared to the State of Idaho, City of Boise, or Ada County, the City could benefit from the same rebate program that is offered. In addition, US Bank is excited to partner with the City of Post Falls and in comparison, our current purchasing card provider hasn't made contact in over a year.

DISCUSSION:

If approved, Council authorizes the Mayor, City Administrator, and Finance Director to sign the necessary documents to transition the City's official purchasing cards to US Bank.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A



Know Your Customer Required Information Collection Form



To help the United States government fight the funding of terrorism and prevent money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. U.S. Bank will ask for the legal name, address, tax identification number, and other identifying information that will assist us in completing the review of your contract/application. We may also ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity. U.S. Federal law also requires financial institutions to conduct ongoing customer due diligence, verify the identity of beneficial owners of certain legal entities, and comply with U.S. Economic Sanctions. U.S. Bank may require identification information on Customer, its Affiliates, Related Parties, or Cardholders, if applicable, to allow U.S. Bank to remain in compliance with U.S. Federal law or U.S. Bank policy. Customer agrees to promptly provide such identification information to U.S. Bank, and Customer shall cause its Affiliates, Related Parties or Cardholders, if applicable, to provide identification information to U.S. Bank.

How to complete this form:

Answer all questions completely and thoroughly, reviewing the requirements of each section. Do not leave any section blank unless you qualify under Section B. Provide the First, middle (if applicable), and last name for all individuals supplied on this form. Missing information will cause delays in processing. Abbreviations or acronyms are not acceptable. *Post Office Boxes or Personal Mailboxes* are not acceptable, please provide physical address for any addresses provided. You must notify U.S. Bank if any information contained in the form changes

Section A: Customer Information

Company Name: City of Post Falls

(Provide the full legal name of the customer as it is captured on formation documents, this does not include DBA/Trade names or Operating As names (Examples: Articles of Incorporation, Partnership Agreements, etc.). If the entity is a Sole Proprietorship, provide the full legal name of the Owner.)

| Company Information | |
|---|---|
| Identification number: • (TIN / EIN; SSN / ITIN) | 82-6000245 |
| Legal Physical Address: | 408 N Spokane St Post Falls, ID 83854 |
| Does your company have a Trade Name / Doing Business As (DBA) name(s)? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes, provide only the DBA(s) or trade name(s) that are applicable to your relationship with U.S. Bank: | |
| Provide the DBA address(es) if it is different than the company address: | |

Section B: Exempt Entities – Do any of the below business types apply to your business?

- If yes, check the boxes below that apply. Then complete Sections C and Section D only.
- If no, supply formation documents, if available and complete the entire form.

- Is your business a U.S. Department or Agency, including Indian Tribal Government, or was it formed under in interstate compact between two or more states?
- U.S. Political Subdivision (Local Government Entity)
- Financial institution that is regulated by a Federal or State Regulator:
- Any entity established under an interstate compact, including Indian Tribal Governmental Entities
- An entity that is listed on the New York, NYSE Market LLC or NASDAQ stock exchanges – this only applies to U.S. operations
- Subsidiary of a Publicly Traded parent – this only applies to U.S. operations and entities where equity of 51% or more is held by a listed entity

Name of Exchange: _____ Ticker Symbol: _____

Section C: Standard Due Diligence Questions – This section is required to be completed by all applicants

| | | |
|---|---|---|
| 1 | What is the nature of your business? (What products or services do you supply?) • Include NAICS if known | Local Government |
| 2 | Does your business operate in the hemp industry? (If yes supply USDA License, or State/Tribal Government License along with this form) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 3 | What is the legal structure of your business? (e.g., Corporation, Limited Partnership/LLP, Not-for-Profit Organization, LLC, Single Member LLC, Sole Proprietor) | Municipality |
| 4 | What is the company's country of formation? | United States |
| 5 | What is the country of primary business operations for the company? | United States |
| 6 | Does the company provide any of the following services to your customers? If Yes, which service? | No |
| | Check cashing services | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | Issue or cash travelers checks or money orders | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | Provide money transmission or foreign exchange services | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| | Offer prepaid cards | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7 | What is the company's estimated or projected annual revenue (USD)? (If you do not have revenue, provide the estimated annual budget) (If none, please indicate with \$0. None and N/A are not allowed.) | \$ 117,930,000.00 |
| 8 | What is the purpose of this account? | For employees to make departmental supply and travel purchases |

Section D: Related Parties – If there are more than three (3) individuals, make a copy of this page and complete it

| | Full Name (First, Middle, Last) OR Full Legal Name | Provide <u>one</u> of the following items: Date of Birth (mm/dd/yyyy), OR Physical Residential Address (preferred) OR Business Address OR Social Security Number | Select a Role: Authorized Signer – is the individual(s), who signs the U.S. Bank contract or Application |
|---|---|--|---|
| 1 | <input type="checkbox"/> No middle name | | <input type="checkbox"/> Authorized Signer |
| 2 | <input type="checkbox"/> No middle name | | <input type="checkbox"/> Authorized Signer |
| 3 | <input type="checkbox"/> No middle name | | <input type="checkbox"/> Authorized Signer |





**NASPO VALUE POINT
PURCHASING ENTITY ADDENDUM**

This Purchasing Entity Addendum ("**Addendum**") is entered into by City of Post Falls, organized under the laws of the State of Idaho ("**Participant**") and U.S. Bank. This Addendum shall become effective upon signing by U.S. Bank.

RECITALS

1. The State of Idaho (the "**State**") and U.S. Bank have entered into that certain NASPO Value Point Participating State Addendum, as amended, supplemented or otherwise modified (the "**Agreement**") for the purpose of providing commercial card services (the "**Program**");
2. Participant desires to participate as a "Purchasing Entity" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and
3. U.S. Bank has agreed to allow Participant to be bound under the Agreement and participate in the Program as a "Purchasing Entity".

Now, therefore, for and in consideration of the mutual promises contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant and U.S. Bank agree as follows:

1. **DEFINITIONS.** Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement.
2. **DESIGNATION.** Participant is hereby designated as a "Purchasing Entity" under the Agreement, and upon U.S. Bank's execution of this Addendum (after completing its necessary due diligence) Participant shall be deemed a "Purchasing Entity" thereunder until Participant so elects to remove such designation or such designation is revoked as set forth in section 6 below. U.S. Bank will take direction from such Participant in the issuing of Accounts (or the suspension of Accounts issued at Participant's direction). This Addendum shall be considered a "Card User Agreement" for purposes of the Agreement.
3. **PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participant
 - 3.1. Represents and warrants that is received a copy of the Agreement;
 - 3.2. Represents that it is a valid political subdivision of the State of Idaho;
 - 3.3. Represents and warrants that as of the date hereof that each of the representations and warranties made by the State in the Agreement to U.S. Bank can be made by Participant without breach on the date hereof;
 - 3.4. Represents and warrants that all financial and other information provided to U.S. Bank by or about Participant is true and correct;
 - 3.5. Agrees to comply with and be bound by the terms and conditions of the Agreement, including any future amendment regardless of whether Participant has received notice of such amendment;
 - 3.6. Agrees it is liable for its own performance of the terms and conditions of the Agreement (including as it may be amended from time to time) as if Participant signed the Agreement, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by the State or any other participants; and
 - 3.7. Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of U.S. Bank.
4. **LIABILITY FOR PARTICIPANT'S PERFORMANCE AND OBLIGATIONS.** Participant agrees that it shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum. The State shall have no liability for any obligations incurred under the Program by Participant and any Account holder designated by such Participant.

5. **NOTICES.** The notice address for Participant is:

Participant:
 408 N Spokane St
 Post Falls, ID 83854

Attn: Jason Faulkner

6. **CHANGE OF CONTROL.** Participant shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Participant that (i) would prevent Participant from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Participant. Participant shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Participant to be designated a "Participant" under the Agreement may be revoked based upon the notification provided by pursuant to section 6(i) and this Addendum shall terminate.

7. **BINDING AGREEMENT.** The representations, warranties and covenants of Participant in this Addendum constitute valid, binding and enforceable agreements of Participant. The execution of this Addendum and the performance of the obligations hereunder are within the power of Participant, have been authorized by all necessary action and do not constitute a breach of any agreement to which Participant is a party or is bound. Participant represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participant to be duly bound by this Addendum. Any breach of the terms of this Addendum by the Participant shall also be a default under the Agreement by the Participant giving rise on the part of U.S. Bank to exercise remedies based upon such default. A breach of the terms of the Addendum by Participant shall give rise to the right of U.S. Bank to terminate this Addendum and remove Participant from the Program.

8. **RATIFICATION, AMENDMENT AND TERMINATION OF AGREEMENT.** Participant acknowledges that U.S. Bank and the State may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of, or notification to, Participant and Participant shall be bound by the terms contained in any such amendments. Any failure to inform Participant of any amendment shall not provide a defense to Participant against U.S. Bank's enforcement of the Agreement (as amended) or this Addendum against Participant. **In the event of a termination of the Agreement or the Master Agreement described therein, Participant acknowledges and agrees that U.S. Bank will not be required to pay Participant a rebate payment for the Quarter in which such termination occurs or any subsequent Quarter thereafter.**

9. **AUTHORIZATION AND EXECUTION.** This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Addendum, or reproductions thereof, will be deemed to be original counterparts.

The signer(s) represents and warrants that (i) he or she is authorized by an applicable authority to enter into all transactions contemplated by this Addendum, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPANT

U.S. BANK

DATE: _____

DATE: _____

City of Post Falls
Legal Name of Participant (Political
Subdivision/Participating Entity)

U.S. Bank National Association

(Signature of Authorized Individual)

(Printed Name of Authorized Individual)

(Printed Title of Authorized Individual)

Vice President

**CITY OF POST FALLS
AGENDA REPORT
STAFF REPORT
MEETING DATE: APRIL 5, 2022**

DATE: March 30, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JON MANLEY, PLANNING MANAGER
jmanley@postfallsidaho.org / 208-457-3344
SUBJECT: REVIEW ATTACHED IMPACT FEE REPORT

ITEM AND RECOMMENDED ACTION:

City Council to review the attached Impact Fee Report – No Action

PROPOSED CHANGES: N/A

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: N/A

APPROVED OR DIRECTION GIVEN: The Planning and Zoning Commission acting as the Impact Review Board reviewed the Impact Fee Report on March 8, 2022.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-1 Impact Fee Report

MEMORANDUM

DATE: March 30, 2022

TO: City Council

FROM: Jon Manley, Planning Manager

SUBJECT: Development Impact Fee Report 2021

The Finance Director has prepared the Development Impact Fee Report 2021 as part of the Annual Audit for Fiscal Year 2021 (FY21). 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 2021 Development Impact Fee Report, Exhibits S-3 and S-4 detail the 2019 and 2020 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 2021 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 FY21 (10/01/20 to 09/30/21). In FY21, approximately \$3,045,364 were collected in impact fees and \$1,851,720 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: HWY41 Widening, Spokane and Prairie project, traffic control at Poleline and Cecil, Traffic Safety at Mullan and Cecil. The total money spent on roads for fiscal year 2021 was \$814,172.13.
- **Parks:** Impact fee money for the Parks Department was spent on many projects. Some of the more substantial expenditures include land acquisition, Phase 1 of the Sports Complex, and Black Bay Park. The total sum of moneys spent by the Parks Department totals \$1,002,435.33.
- **Public Safety:** The Police Department expenditure of impact fees for FY21:
Impact Fee Study \$1,651.67
Transfer Fund 008 \$34,460.70
Total Public Safety Projects \$36,112.31

No decision is required from the Planning and Zoning Commission on the Development Impact Fee Report 2021. The report will also be presented to the City Council.

Attachments:

Exhibit S-1: Impact Fee History (Fiscal Years 1999-2021)
Exhibit S-2: Impact Fee Summary (Fiscal Year 2021)
Exhibit S-3: 2019 Development Impact Fee Assessment
Exhibit S-4: 2020 Development Impact Fee Assessment
Exhibit S-5: 2021 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 |
| | <u>\$ 1,149,869.12</u> | <u>\$ 807,292.17</u> | <u>\$ 31,443.50</u> | <u>\$ (287,980.22)</u> | <u>\$ 18,830.46</u> | <u>\$ 1,719,455.03</u> |

| 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 |
| | <u>\$ 1,719,455.03</u> | <u>\$ 799,242.73</u> | <u>\$ -</u> | <u>\$ (601,811.66)</u> | <u>\$ 36,060.00</u> | <u>\$ 1,952,946.10</u> |

| 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 |
| | <u>\$ 1,952,946.10</u> | <u>\$ 1,497,281.04</u> | <u>\$ 251,110.10</u> | <u>\$ (448,192.84)</u> | <u>\$ 87,239.74</u> | <u>\$ 3,340,384.14</u> |

*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 |
| | <u>\$ 3,340,384.14</u> | <u>\$ 1,705,707.59</u> | <u>\$ -</u> | <u>\$ (357,329.58)</u> | <u>\$ 171,280.93</u> | <u>\$ 4,860,043.08</u> |

| 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 |
| | <u>\$ 4,860,043.08</u> | <u>\$ 1,257,770.83</u> | <u>\$ 10,387.79</u> | <u>\$ (1,544,778.04)</u> | <u>\$ 148,066.66</u> | <u>\$ 4,731,490.32</u> |

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 |
| | <u>\$ 4,731,490.32</u> | <u>\$ 994,765.94</u> | <u>\$ 54,936.45</u> | <u>\$ (1,164,890.21)</u> | <u>\$ 60,871.98</u> | <u>\$ 4,677,174.48</u> |
| 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 |
| | <u>\$ 4,677,174.48</u> | <u>\$ 1,072,133.62</u> | <u>\$ 42,991.39</u> | <u>\$ (1,109,069.73)</u> | <u>\$ 199,423.80</u> | <u>\$ 4,882,653.56</u> |
| 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 |
| | <u>\$ 4,882,653.56</u> | <u>\$ 614,804.11</u> | <u>\$ 250,000.00</u> | <u>\$ (605,412.78)</u> | <u>\$ 39,663.52</u> | <u>\$ 5,181,708.41</u> |
| 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 |
| | <u>\$ 5,181,708.41</u> | <u>\$ 595,522.07</u> | <u>\$ 298,356.44</u> | <u>\$ (868,815.64)</u> | <u>\$ 49,917.10</u> | <u>\$ 5,256,688.38</u> |
| 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 |
| | <u>\$ 5,256,688.38</u> | <u>\$ 715,273.21</u> | <u>\$ 246,234.53</u> | <u>\$ (1,630,055.54)</u> | <u>\$ 40,620.44</u> | <u>\$ 4,628,761.02</u> |

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 |
| Roads | \$ 6,712,940.57 | \$ 1,209,418.88 | \$ 1,072,065.69 | \$ (813,172.13) | \$ 57,873.25 | \$ 8,239,126.26 |
| 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 |

Impact Fee Summary.xlsx

| FY2020 | FY2021 | | | | | |
|---------------|------------------|-----------------|-----------------|-------------------|--------------|------------------|
| | Beginning Bal. | Impact Fees | Other Revenues | Expenditures | Interest | Total |
| Roads | \$ 6,712,940.57 | \$ 1,209,418.88 | \$ 1,072,065.69 | \$ (813,172.13) | \$ 57,873.25 | \$ 8,239,126.26 |
| 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 |

| FY2021 Summary | | | | | | |
|----------------|------------------|-----------------|-----------------|--------------------|------------------|--|
| | Impact Fees | Other Revenues | Interest | Expenditures | Total | |
| Roads | \$ 12,330,038.97 | \$ 3,631,295.42 | \$ 1,163,616.30 | \$ (8,885,824.43) | \$ 8,239,126.26 | |
| Parks | \$ 13,838,316.11 | \$ 458,129.18 | \$ 530,643.68 | \$ (11,120,849.67) | \$ 3,706,239.30 | |
| Public Safety | \$ 3,885,645.41 | \$ 3,990.57 | \$ 83,230.62 | \$ (2,186,352.00) | \$ 1,786,514.60 | |
| | \$ 30,054,000.49 | \$ 4,093,415.17 | \$ 1,777,490.60 | \$ (22,193,026.10) | \$ 13,731,880.16 | |

Budget Impact Fee Recon
FY2019

| Roads | Beginning Bal. | Impact Fees | Other Revenues | Expenditures | Interest | Total |
|----------------------|-----------------------|--------------------|----------------------------|------------------------|-----------------|-----------------|
| Fund37 | \$ 4,067,236.72 | \$ 1,167,542.90 | \$ 7,264.63 | \$ (49,781.15) | \$ 106,558.29 | \$ 5,298,821.39 |
| | | | Impact Fee Study | \$ 14,329.66 | | |
| | | | Spokane and Prairie | 35,451.49 | | |
| | | | Total Street Projects | <u>\$ 49,781.15</u> | | |
| | | | | | | |
| Parks | Beginning Bal. | Impact Fees | Other Revenues | Expenditures | Interest | Total |
| Fund38 | \$ 2,808,219.66 | \$ 1,679,134.21 | \$ - | \$ (1,789,838.11) | \$ 62,481.17 | \$ 2,759,996.93 |
| | | | Building Purchase | 196,448.91 | | |
| | | | Impact Fee Study | 14,329.68 | | |
| | | | Beck Park | 42,220.30 | | |
| | | | Land Acquisition | 385,424.00 | | |
| | | | Tullamore | 579,403.47 | | |
| | | | P&R Master Plan | 44,377.08 | | |
| | | | Sports Complex (Phase 1) | 252,470.84 | | |
| | | | Black Bay | 63,566.40 | | |
| | | | Crown Point Park | 166,677.43 | | |
| | | | Meadows | 44,920.00 | | |
| | | | Total Parks Projects | <u>\$ 1,789,838.11</u> | | |
| | | | | | | |
| Public Safety | Beginning Bal. | Impact Fees | Other Revenues | Expenditures | Interest | Total |
| Fund35 | \$ 705,756.56 | \$ 449,719.24 | \$ - | \$ (184,145.22) | \$ 15,282.60 | \$ 986,613.18 |
| | | | Wireless Data Comm Project | \$ 135,354.86 | | |
| | | | Impact Fee Study | 14,329.66 | | |
| | | | Transfer to Fund 008 | 34,460.70 | | |
| | | | Total Pulic Safety Pojects | <u>\$ 184,145.22</u> | | |

Budget Impact Fee Recon
FY2020

| Roads | Beginning Bal. | Impact Fees | Other Revenues | Expenditures | Interest | Total |
|----------------------|-----------------------|--------------------|----------------------------|------------------------|-----------------|-----------------|
| Fund37 | \$ 5,298,821.39 | \$ 1,308,239.53 | \$ - | \$ (98,806.50) | \$ 122,627.68 | \$ 6,630,882.10 |
| | | | Impact Fee Study | \$ 1,243.43 | | |
| | | | Spokane and Prairie | 97,563.07 | | |
| | | | Total Street Projects | <u>\$ 98,806.50</u> | | |
| | | | | | | |
| Parks | Beginning Bal. | Impact Fees | Other Revenues | Expenditures | Interest | Total |
| Fund38 | \$ 2,759,996.93 | \$ 1,890,377.12 | \$ - | \$ (1,218,580.27) | \$ 55,834.71 | \$ 3,487,628.49 |
| | | | Contracts/ Professional | 101,314.44 | | |
| | | | Building Purchase | 235,259.72 | | |
| | | | Impact Fee Study | 1,243.43 | | |
| | | | Tullamore | 31,551.87 | | |
| | | | P&R Master Plan | 132,657.05 | | |
| | | | Sports Complex (Phase 1) | 109,601.26 | | |
| | | | Black Bay | 424,536.44 | | |
| | | | Sportsfields | 174,560.27 | | |
| | | | Crown Point Park | 7,855.79 | | |
| | | | Total Parks Projects | <u>\$ 1,218,580.27</u> | | |
| | | | | | | |
| Public Safety | Beginning Bal. | Impact Fees | Other Revenues | Expenditures | Interest | Total |
| Fund35 | \$ 986,613.18 | \$ 507,537.88 | \$ - | \$ (66,316.75) | \$ 15,055.13 | \$ 1,442,889.44 |
| | | | Wireless Data Comm Project | \$ 30,612.62 | | |
| | | | Impact Fee Study | 1,243.43 | | |
| | | | Transfer to Fund 008 | 34,460.70 | | |
| | | | Total Pulic Safety Pojects | <u>\$ 66,316.75</u> | | |

Budget Impact Fee Recon
FY2021

| Roads | Beginning Bal. | Impact Fees | Other Revenues | Expenditures | Interest | Total |
|----------------------|-----------------------|--------------------|-------------------------------------|------------------------|-----------------|-----------------|
| Fund37 | \$ 6,712,940.57 | \$ 1,209,418.88 | \$ 1,072,065.69 | \$ (813,172.13) | \$ 57,873.25 | \$ 8,239,126.26 |
| | | | Impact Fee Study | \$ 1,651.67 | | |
| | | | Highway 41 Widening | 429,005.67 | | |
| | | | Spokane and Prairie | 364,190.27 | | |
| | | | Poleline and Cecil: Traffic control | 16,243.80 | | |
| | | | Mullan and Cecil: Traffice Safety | 2,080.72 | | |
| | | | Total Street Projects | <u>\$ 813,172.13</u> | | |
| | | | | | | |
| Parks | Beginning Bal. | Impact Fees | Other Revenues | Expenditures | Interest | Total |
| Fund38 | \$ 3,345,907.86 | \$ 1,379,967.15 | \$ (40,745.91) | \$ (1,002,435.33) | \$ 23,545.53 | \$ 3,706,239.30 |
| | | | Contracts/ Profession | 7,489.54 | | |
| | | | Impact Fee Study | 1,651.66 | | |
| | | | Land Acquisition | 365,750.00 | | |
| | | | P&R Master Plan | 2,999.70 | | |
| | | | Sports Complex (Phase 1) | 483,972.65 | | |
| | | | Black Bay | 140,226.16 | | |
| | | | Highway 41 Widening | 345.62 | | |
| | | | Total Parks Projects | <u>\$ 1,002,435.33</u> | | |
| | | | | | | |
| Public Safety | Beginning Bal. | Impact Fees | Other Revenues | Expenditures | Interest | Total |
| Fund35 | \$ 1,358,600.76 | \$ 455,977.70 | \$ 3,990.57 | \$ (36,112.37) | \$ 4,057.94 | \$ 1,786,514.60 |
| | | | Impact Fee Study | 1,651.67 | | |
| | | | Transfer to Fund 008 | 34,460.70 | | |
| | | | Total Pulic Safety Pojects | <u>\$ 36,112.37</u> | | |